



**AGENDA
CITY OF WINDCREST, TEXAS**

REGULAR CITY COUNCIL MEETING

February 23, 2015

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 23rd DAY OF FEBRUARY 2015 STARTING AT 5:15 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 23, 2015 AND TO RECONVENE THE MEETING ON THE FOLLOWING DAY, FEBRUARY 24, 2015 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. 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.

III. Monthly Department Reports Month Ending January 2015 For FY 2014 / 2015

1. Fire Department – Eric Vargas, Acting Fire Chief will present the monthly Fire Department report for the month of January. The discussion will include Summary of Calls for the month of January 2015 (FY 2014 / 2015) including the response times for the City, County and annexed area.
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 2015. (FY 2014 / 2015). (Att. 1)
3. Public Works/Landscaping – Tom Garcia, Director of Public Works will present the monthly Public Works and Landscaping reports for the month of January 2015. (FY 2014 / 2015). (Att. 2)
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 2015. (FY 2014 / 2015). (Att. 3)

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 2015 (FY 2014/2015). (Att. 4)
6. Building Service/Health – Rafael Castillo, Jr., City Manager / Kelly Rodriguez, City Secretary and Heather Weidenbach, Asst. City Secretary / Permits Clerk will present the Building Services, Health report for the month of January 2015. (FY 2014 / 2015).
7. Post Office – Rafael Castillo, Jr., City Manager / Kelly Rodriguez, City Secretary and David Rodulfo, Records Management / Post Office Supervisor will present the Post Office report for the month of January 2015 (FY 2014/2015). (Att. 5)
8. WEDC - Robert Colunga, Windcrest Economic Development Director will present the EDC report for the month of January 2015. (FY 2014 / 2015). (Att. 6)
9. Public Affairs / PR / Marketing / Event Specialist – Kelly Hamilton will present an update on past and upcoming City projects and events. (Att. 7)

IV. **Unaudited Financials**

**City Council may take action if deemed necessary*

Sarah Mangham, Municipal Finance Officer, will present City Council the unaudited Balance Sheet year to date comparisons for month ending January 31, 2015 (FY 2014-2015). The City Council will consider acceptance of the unaudited balance sheet year to date. (Att. 8)

V. **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. 2015-722(O), an ordinance amending chapter 26, parks and open areas, of the code of ordinances of the City of Windcrest, Texas by prohibiting fishing in ponds or lakes in the city. (Att. 9) **Second Reading**
(Ref 08.04.14 Joint SCCM / Planning & Zoning Meeting http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1297 // 09.10.14 P&R http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1317 // Ref 12.01.14 SCCM http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1364 // 12.15.14 RCCM http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1383 // SCCM 01.05.15 http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1392 // 01.14.15 P&R http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1397 // 02.02.15 SCCM http://windcresttx.granicus.com/MediaPlayer.php?view_id=8&clip_id=1405)

2. City Council will review, discuss and may take action on Ordinance No. 2015-724(O) an ordinance amending Chapter 26, Parks and Open Areas, of the Code of Ordinances of the City of Windcrest, Texas by prohibiting the possession of an open container or the consumption of alcoholic beverages within city park areas, except for scheduled events at the civic center or other city approved functions. **First Reading** (Att. 10)

VI. Resolutions

1. City Council will review, discuss and may take action on Resolution No. 2015-531(R), a resolution authorizing inspections and needed repairs for the city swimming pools and authorizing the City Manager to negotiate and execute a contract for such work. (Att. 11)
2. City Council will review, discuss and may take action on Resolution No. 2015-532(R), a resolution authorizing the release of a request for bids for the 2015 Crack Seal and Pothole Repair project. (Att. 12)
3. City Council will review, discuss and may take action on Resolution No. 2015-533(R), a resolution adopting an updated personnel manual of the city of windcrest. (Att. 13)

VII. Discuss and Act

NONE

VIII. 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.

IX. Adjournment

The City Council reserves the right to retire into executive session whenever it is considered necessary and legally justified under the Texas Government Code, Subchapter D, Sections 551.071 et. seq. including, but not limited to, consultation with attorney, real property, prospective gifts, personnel matters, exclusion of witness, security devices, and economic development matters.

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 23, 2015.

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, 2015.

_____ Title: _____

**Windcrest
Police Department
Monthly Report**

January 2015

**A. O. "Al" Ballew
Chief of Police**



HIGHLIGHTED SNAPSHOT - CALLS FOR SERVICE

01/30/2015 2155 HOURS

200 BLK CRESTWIND

THEFT (MAIL)

POSSESSION STOLEN PROPERTY

POSSESSION MARIJUANA , POSSESSION METHAMPHETAMINE AND POSSESSION NARCOTICS PARAPHERNALIA

OFFICER OBSERVED A SUSPECT VEHICLE INVOLVED WITH THEFTS OF MAIL IN THE 200 BLK OF CRESTWIND. UPON STOPPING THE VEHICLE, THE OFFICER OBSERVED A LARGE AMOUNT OF MAIL IN THE VEHICLE BELONGING TO WINDCREST AND SAN ANTONIO ADDRESSES. THE DRIVER AND PASSENGER WERE ARRESTED. BOTH SUBJECTS WERE FOUND IN POSSESSION OF NARCOTICS AND MARIJUANA. SUBJECTS WERE BOOKED FOR LISTED OFFENSES AND VEHICLE WAS IMPOUNDED. ALL PROPERTY WAS PLACED IN PROPERTY ROOM AS EVIDENCE. WPD INVESTIGATIONS WAS ADVISED. WPD INVESTIGATIONS IS WORKING WITH THE US POSTAL INSPECTORS AND THIS CASE REMAINS UNDER INVESTIGATION.

01/26/2015 1420 HOURS

8610 FOURWINDS (BURKES OUTLET)

THEFT \$50-\$500 (ENHANCED)

OFFICER WAS DISPATCHED TO THE LOCATION FOR A THEFT IN PROGRESS. WHILE IN ROUTE THE SUSPECT VEHICLE WAS LOCATED AND STOPPED. THE SUSPECT WAS ARRESTED AND ALL PROPERTY WAS RECOVERED. VEHICLE WAS IMPOUNDED. SUSPECT WAS BOOKED INTO BEXAR COUNTY JAIL FOR THEFT (ENHANCED).

GOALS

1. COMPLETE REVISION OF THE GENERAL MANUAL
2. FILL VACANT STAFF POSITION (1 – PATROL OFFICER)

SUMMARY – NEWSWORTHY EVENTS

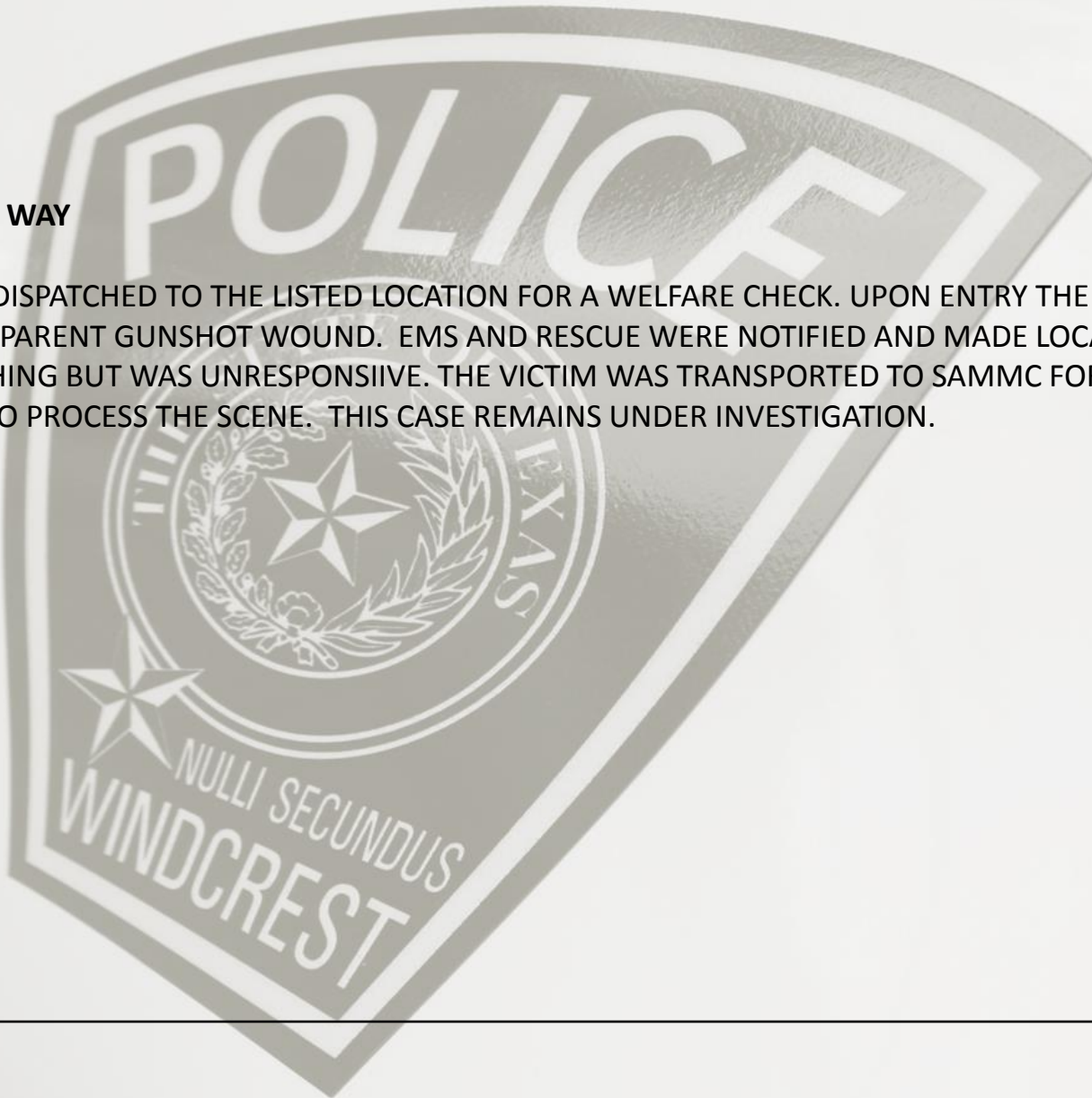
01/05/2015

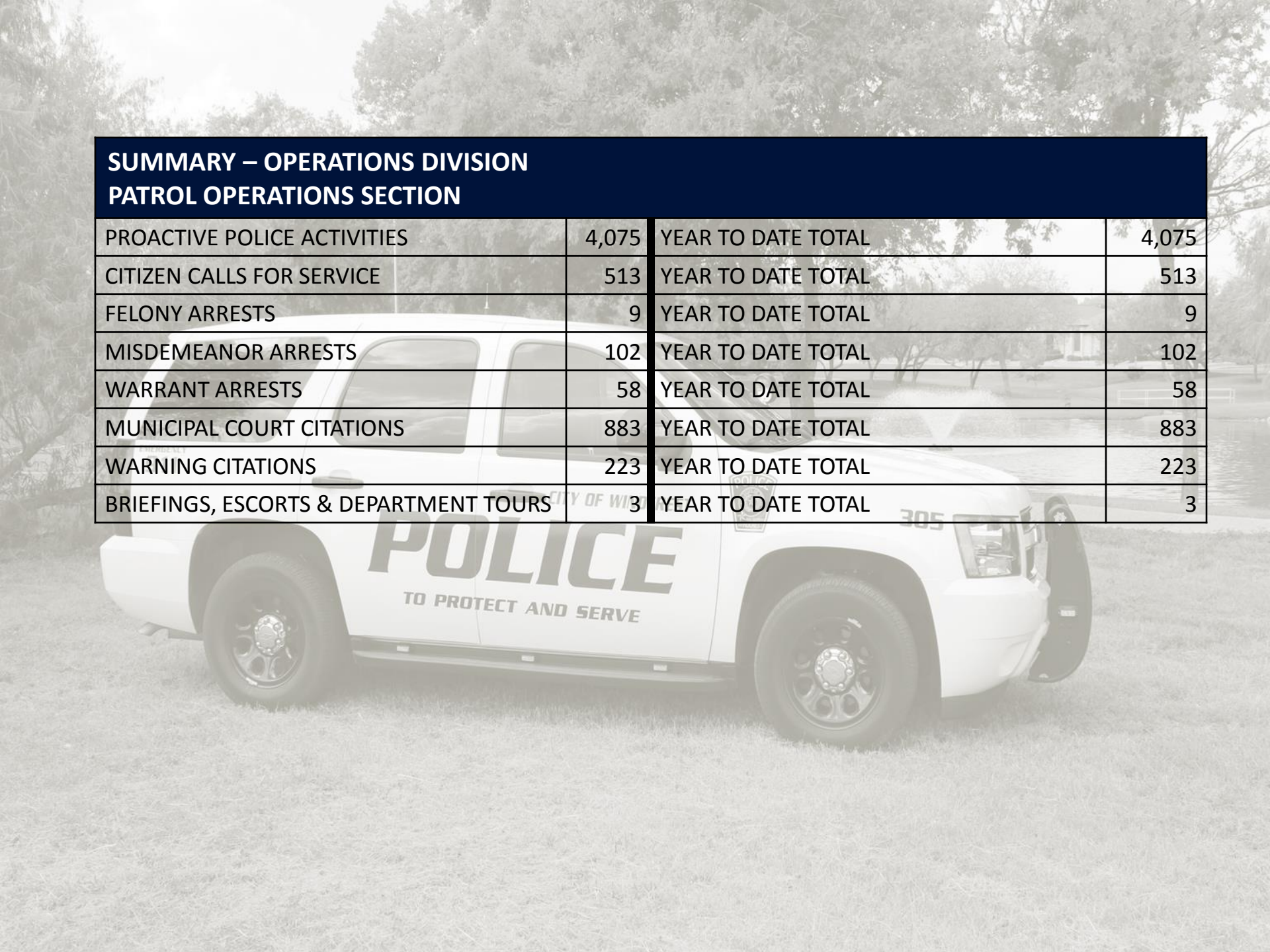
0954 HOURS

SHOOTING

8800 BLK WILLMON WAY

WPD OFFICER WAS DISPATCHED TO THE LISTED LOCATION FOR A WELFARE CHECK. UPON ENTRY THE VICTIM WAS FOUND WITH AN APPARENT GUNSHOT WOUND. EMS AND RESCUE WERE NOTIFIED AND MADE LOCATION. THE VICTIM WAS BREATHING BUT WAS UNRESPONSIVE. THE VICTIM WAS TRANSPORTED TO SAMMC FOR TREATMENT. WPD CID ARRIVED TO PROCESS THE SCENE. THIS CASE REMAINS UNDER INVESTIGATION.

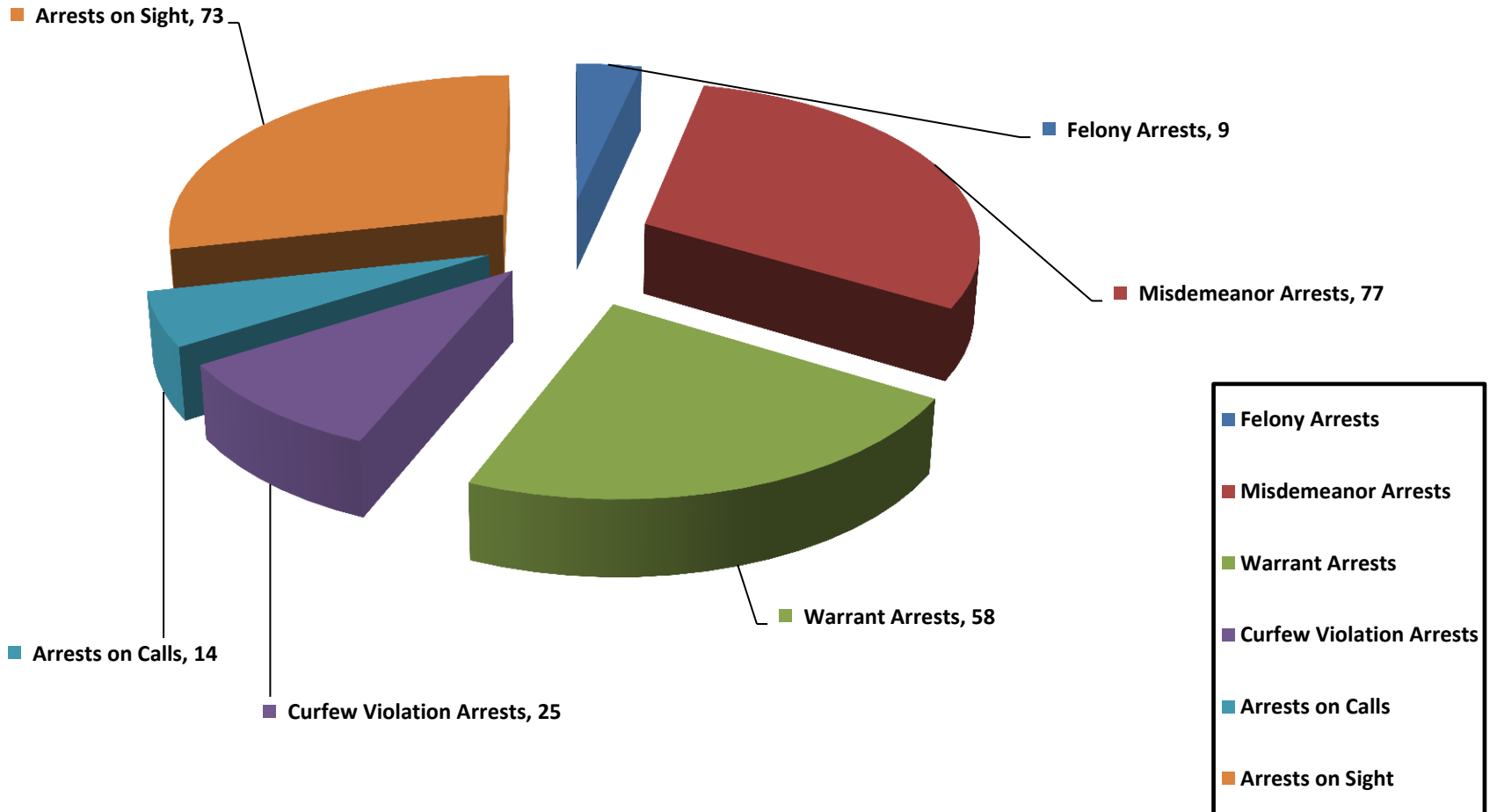




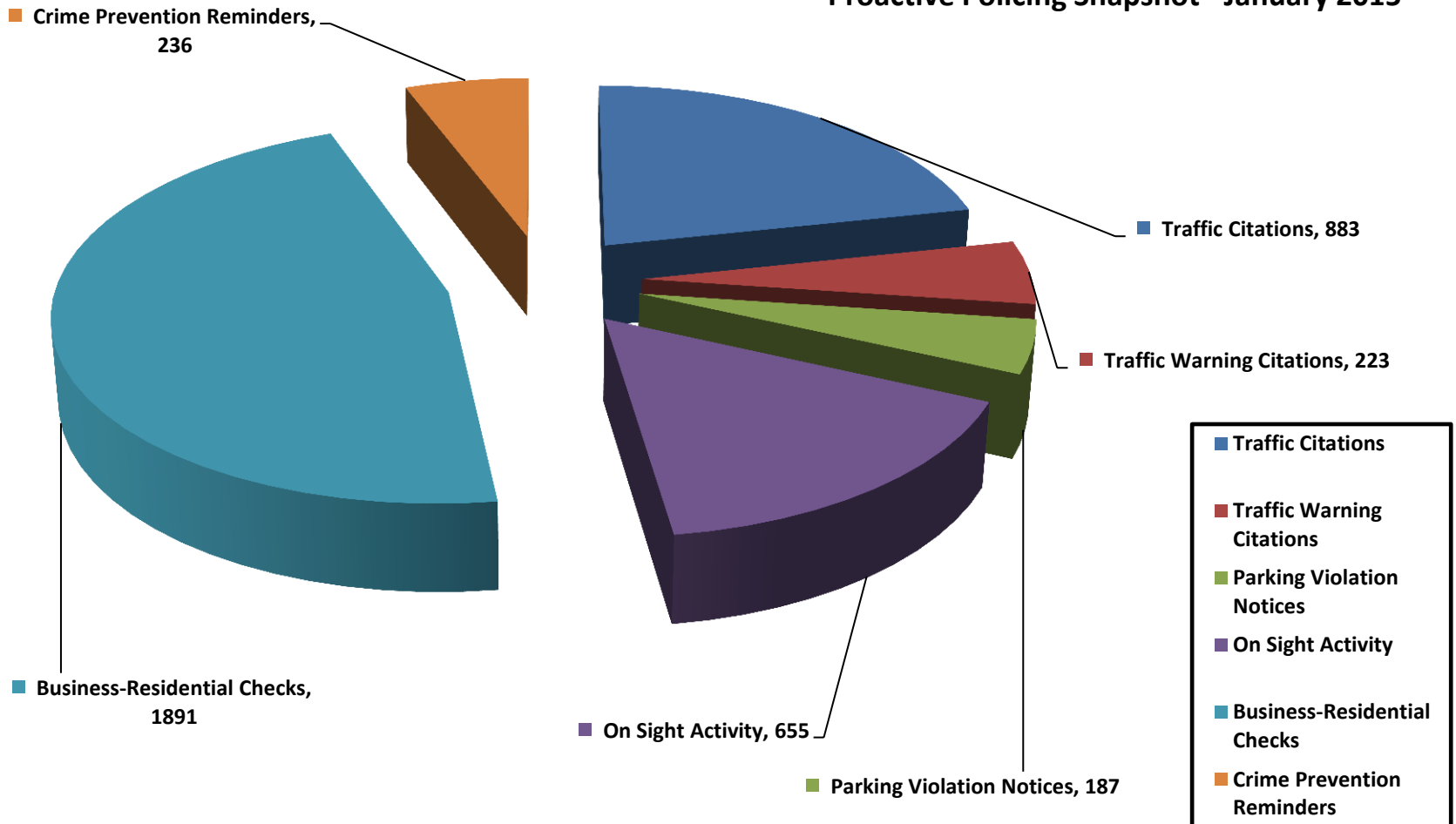
SUMMARY – OPERATIONS DIVISION PATROL OPERATIONS SECTION

PROACTIVE POLICE ACTIVITIES	4,075	YEAR TO DATE TOTAL	4,075
CITIZEN CALLS FOR SERVICE	513	YEAR TO DATE TOTAL	513
FELONY ARRESTS	9	YEAR TO DATE TOTAL	9
MISDEMEANOR ARRESTS	102	YEAR TO DATE TOTAL	102
WARRANT ARRESTS	58	YEAR TO DATE TOTAL	58
MUNICIPAL COURT CITATIONS	883	YEAR TO DATE TOTAL	883
WARNING CITATIONS	223	YEAR TO DATE TOTAL	223
BRIEFINGS, ESCORTS & DEPARTMENT TOURS	3	YEAR TO DATE TOTAL	3

Operations Division - Patrol Operations Section Enforcement Snapshot - January 2015



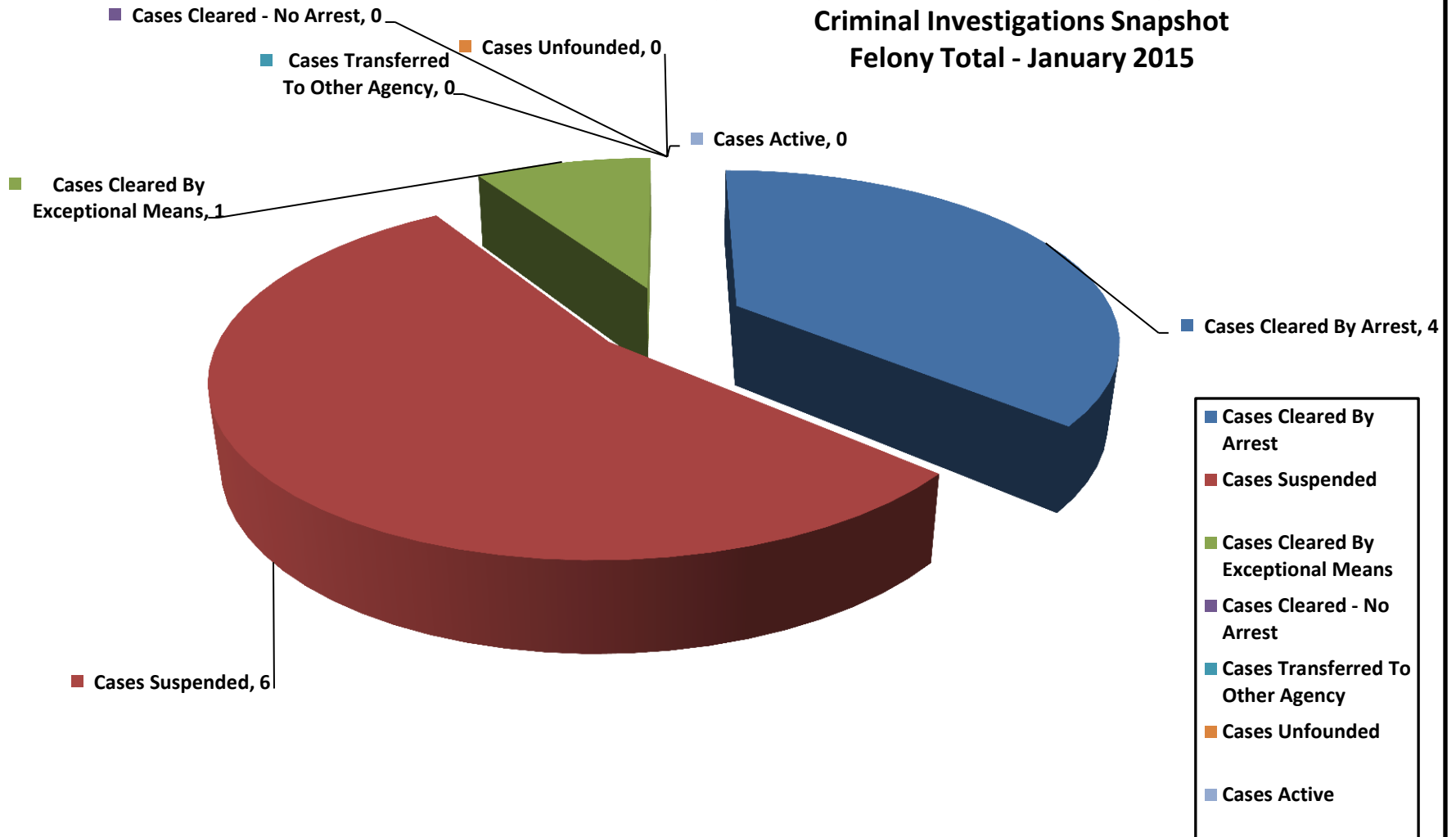
Operations Division - Patrol Operations Section Proactive Policing Snapshot - January 2015



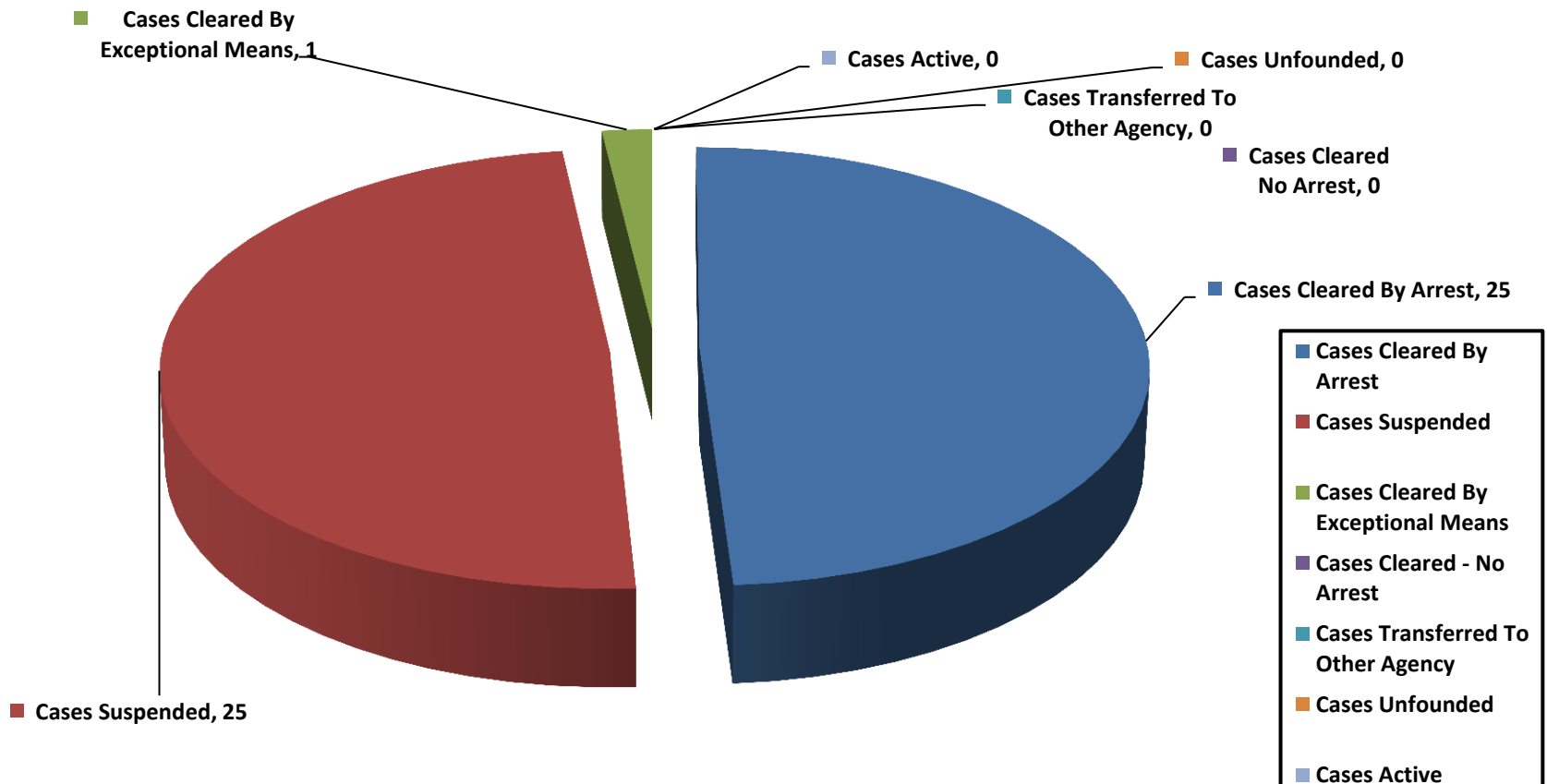
SUMMARY - SPECIAL OPERATIONS DIVISION INVESTIGATIONS SECTION

CATEGORY	JANUARY 2015	YEAR TO DATE
CLEARED BY ARREST (FELONY)	4	4
CLEARED BY ARREST (MISDEMEANOR)	25	25
SUSPENDED (FELONY)	6	6
SUSPENDED (MISDEMEANOR)	25	25
CLEARED BY EXCEPTIONAL MEANS (FELONY)	1	1
CLEARED BY EXCEPTIONAL MEANS (MISDEMEANOR)	1	1
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)	0	0
ACTIVE (MISDEMEANOR)	0	0
TOTAL CASES INVESTIGATED	62	62
INVESTIGATORS ASSIGNED	3	

Special Operations Division - Investigations Section
Criminal Investigations Snapshot
Felony Total - January 2015



**Special Operations Division - Investigations Section
Criminal Investigations Snapshot
Misdemeanor Total - January 2015**



SUMMARY – MONTHLY TRAINING

WINDCREST POLICE DEPARTMENT
MONTHLY TRAINING REPORT

JANUARY 2015

DATE	TOPIC	PRESENTATION	MEMBER(S)	TRAINING HOST	HOURS
01/2015	State & Federal Law Update	Online	Boone, Cianchetta, Clark, Davis, Lindsey, Reyes, Thulsen	Police One	3
1/27/2015	Ambush Awareness & Preparation	Online	Davis	Police One	1
01/27/2015	Communication Skills 1	Online	Davis	Police One	1
01/27/2015	Communications Skills 2	Online	Davis	Police One	1
01/27/2015	Communications Skills 3	Online	Davis	Police One	1
01/28/2015	Communication Skills 4	Online	Davis	Police One	1
01/28/2015	Internet/Technology in Law Enforcement 1	Online	Davis	Police One	1
01/28/2015	Defensive Tactics 1	Online	Davis	Police One	1
01/28/2015	Defensive Tactics 2	Online	Davis	Police One	1
01/28/2015	Defensive Tactics 3	Online	Davis	Police One	1
01/28/2015	Defensive Tactics 4	Online	Davis	Police One	1
01/28/2015	Interpol	Online	D. Hernandez, Jaime	Texas Department of Public Safety	1
01/28/2015	CJIS Security Awareness	Online	D. Hernandez, Jaime	Texas Department of Public Safety	1
01/29/2015	Defensive Tactics 5	Online	Davis	Police One	1
01/29/2015	Defensive Tactics 6	Online	Davis	Police One	1
01/29/2015	Defensive Tactics 7	Online	Davis	Police One	1
01/29/2015	Defensive Tactics 8	Online	Davis	Police One	1
01/30/2015	Defensive Tactics 9	Online	Davis	Police One	1
01/30/2015	Defensive Tactics 10	Online	Davis	Police One	1
01/31/2015	Racial Profiling 1	Online	Lee	Police One	1
TOTAL TRAINING HOURS					22

The background of the document is a grayscale photograph. It shows the side of a white police vehicle with 'POLICE' and 'TO PROTECT & SERVE' partially visible. A German Shepherd dog is standing in front of the vehicle. The text 'EMERGENCY 911' and 'CITY OF WIND' are also visible on the vehicle's side. The table is overlaid on the top half of this image.

**SUMMARY – OPERATIONS DIVISION
PATROL OPERATIONS SECTION
K-9 UNIT**

CATEGORY	JANUARY 2015	YEAR TO DATE
TRAINING HOURS	8	8
WINDCREST POLICE DEPARTMENT CALLOUTS	1	1
OUTSIDE AGENCY CALLOUTS	0	0
VEHICLES SEARCHED	9	0
ARRESTS	23	23
PRESENTATIONS – DEMONSTRATIONS	0	0

SUMMARY – VEHICLE FLEET

2015	WINDCREST POLICE DEPARTMENT FLEET MONTHLY REPORT -JANUARY 2015																							MONTHLY TOTAL
	513	601	604	711	712	816	850	813	814	221	222	223	301	302	303	304	305	401	402	403	404	701	501	
JANUARY	348	1,350	169	6	1,271	572	2,163	793	827	1,726	1,190	1,770	1,883	1,623	1,008	1,538	901	1,872	425	749	939	667	99	23,889
FEBRUARY																								
MARCH																								
APRIL																								
MAY																								
JUNE																								
JULY																								
AUGUST																								
SEPTEMBER																								
OCTOBER																								
NOVEMBER																								
DECEMBER																								
TOTAL MILES YEAR TO DATE	348	1,350	169	6	1,271	572	2,163	793	827	1,726	1,190	1,770	1,883	1,623	1,008	1,538	901	1,872	425	749	939	667	99	23,889
TOTAL MILEAGE	114,035	63,000	55,610	93,905	103,479	93,026	79,014	60,075	65,127	47,818	38,720	38,600	40,002	29,054	14,036	10,041	7,076	17,422	3,475	7,154	9,939	62,367	72,900	
YEAR	2005	2006	2006	2007	2007	2008	2008	2008	2008	2012	2012	2012	2013	2013	2013	2013	2013	2014	2014	2014	2014	2007	2005	
MAKE	FORD	FORD	FORD	FORD	FORD	FORD	FORD	FORD	FORD	CHEVROLET	CHEVROLET	CHEVROLET	CHEVROLET	CHEVROLET	CHEVROLET	CHEVROLET	CHEVROLET	CHEVROLET	CHEVROLET	CHEVROLET	CHEVROLET	FORD	FORD	
MODEL	CROWN VICTORIA	TAURUS	TAURUS	CROWN VICTORIA	CROWN VICTORIA	CROWN VICTORIA	CROWN VICTORIA	EXPLORER	EXPLORER	TAHOE	TAHOE	TAHOE	TAHOE	TAHOE	TAHOE	TAHOE	TAHOE	TAHOE	TAHOE	TAHOE	TAHOE	F150	TAURUS	
FLEET ASSIGNMENT	SUPPORT SERVICES	OPERATIONS	SPECIAL OPERATIONS	PATROL OPERATIONS	WARRANTS	PATROL OPERATIONS	PATROL OPERATIONS	SPECIAL OPERATIONS	SPECIAL OPERATIONS	PATROL OPERATIONS	PATROL OPERATIONS K9	PATROL OPERATIONS	PATROL OPERATIONS	PATROL OPERATIONS	PATROL OPERATIONS	PATROL OPERATIONS	PATROL OPERATIONS	WARRANTS	SPECIAL OPERATIONS	OPERATIONS	COP	ANIMAL CONTROL	CITIZENS' PATROL	

SUMMARY – SUPPORT SERVICES DIVISION ANIMAL CARE & CONTROL UNIT

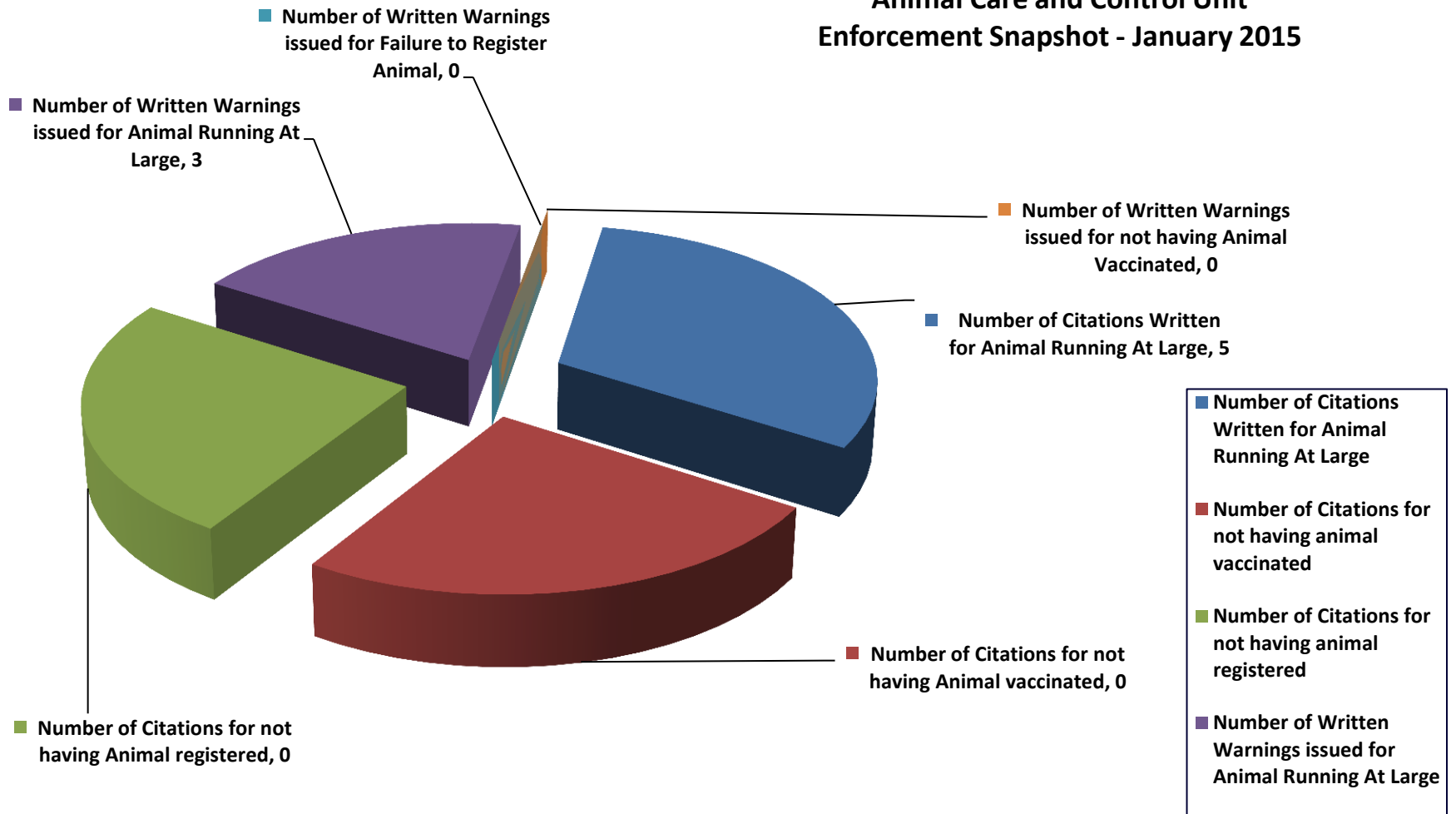
	JANUARY 2015	YTD
Calls for service	37	37
Business Hours	29	29
Non Business Hours	8	8
Dispatched Calls	27	27
Calls from Citizens	4	4
Self Initiated	6	6
Number of dogs quarantined	0	0
Number of dogs retrieved	25	25
Number of dogs returned to owner by Animal Control	16	16
Number of dogs taken to Animal Defense League	0	0
Number of dogs taken to Humane Society of San Antonio	0	0
Number of dogs adopted out	5	5
Number of dogs fostered	0	0
Number of dogs euthanized	0	0
Number of dogs which died from disease or unknown illness	0	0
Number of dogs taken to Alamo Heights Kennel Club	0	0
Number of dogs still at Alamo Heights Kennel Club	2	2
Number of dogs returned to owner by Alamo Heights Kennel Club	0	0
Number of dog taken to Broadway Oaks	9	9
Number of calls for dogs running at large but were neither Found or caught:	6	6
Number of dogs which had tags	6	6
Number of dogs with microchip	4	4
Number of cats sterilized	3	3

Number of deceased animals disposed:

Cats	0	0
Opossum	1	1
Raccoon	0	0
Skunks	3	3
Squirrels	1	1
Deer	0	0
Dog	0	0
Duck	0	0
Owl	0	0
Snake	0	0
Dove	0	0
Turtle	0	0
Number of citations Written for Animal Running At Large	5	5
Number of Citations for not having animal vaccinated	4	4
Number of citations for not having animal registered	4	4
Number of Written Warnings issued for Animal Running At Large	3	3
Number of Written Warnings issued for failure to Register Animal	0	0
Number of Written Warnings issued for not having Animal Vaccinated	0	0
Total cost for animal care for the month	\$7,329.25	\$7,329.25



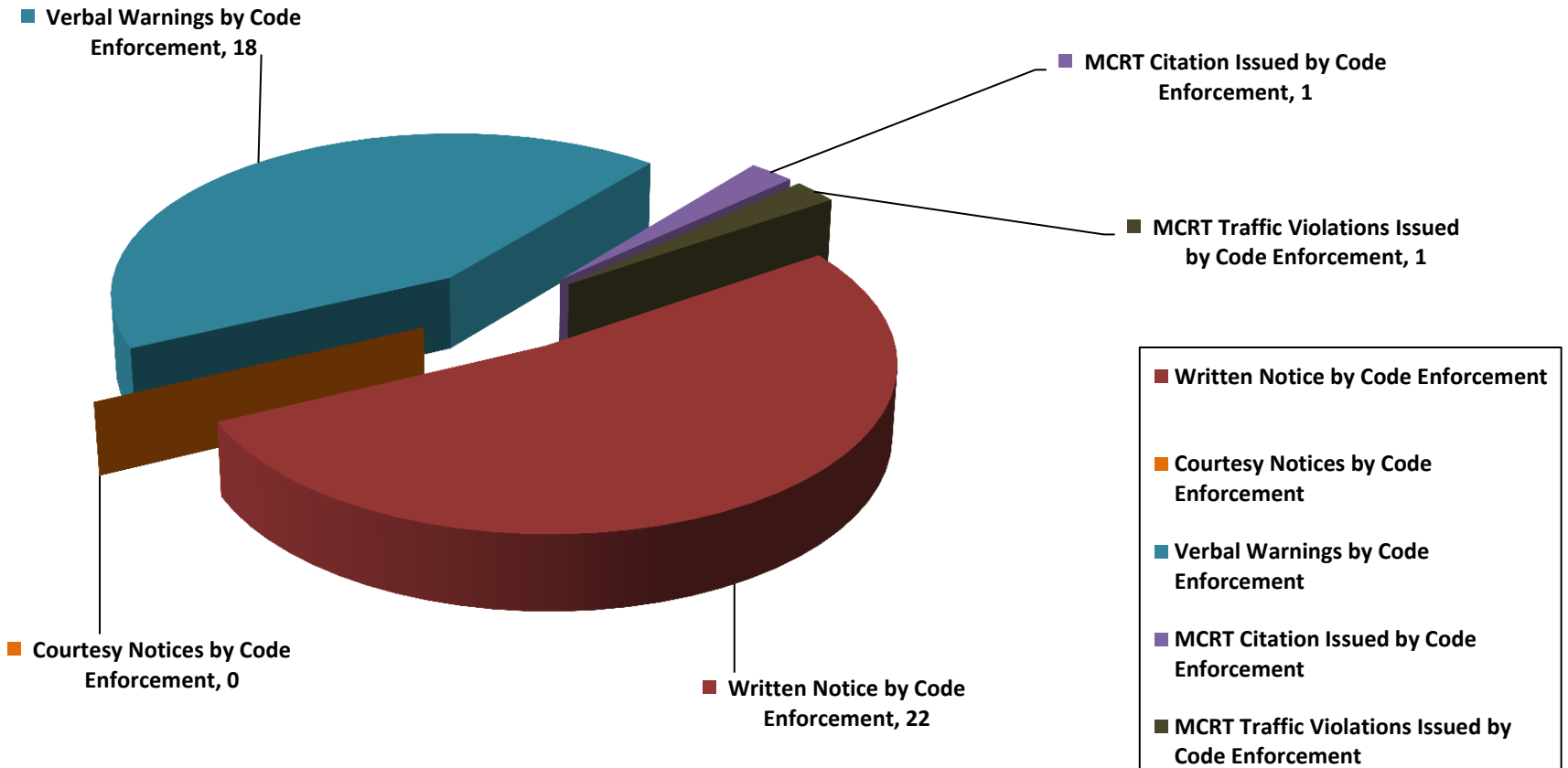
**Support Services Division
Animal Care and Control Unit
Enforcement Snapshot - January 2015**



SUMMARY – SUPPORT SERVICES DIVISION CODE COMPLIANCE AND ENFORCEMENT UNIT

[illegible]

**Support Services Division
Code Compliance and Enforcement Unit
Enforcement Snapshot - January 2015**



SUMMARY – BCSO AREA DISTRICTS CRIME COMPARISONS SURROUNDING THE CITY OF WINDCREST

Windcrest Police Department

WPD / BCSO
Monthly Area Crime Statistics

2015

[illegible][illegible]

FROM THE CHIEF

2014 was again, a very busy year for the Windcrest Police Department!

While we were very busy with total calls in 2014, exceeding 35,000, we experienced a decrease in both violent crimes and property crimes since 2012. Both violent crimes and property crimes have decreased overall since 2012. I attribute this success to the unequalled support I receive from our City Manager, City Council and Mayor, in regards to hiring, equipment and overall support of public safety, our exceptional use of proactive policing initiatives such as directed patrol and deployment, community oriented response and programs such as “Operation Grinch” and “Operation HAWK” as well as our crime prevention partnership with each of you...the residents and businesses of Windcrest, Texas!

Arrests in 2014 for crimes such as, theft, burglary vehicle, alcohol violations, driving while intoxicated, possession of narcotics and weapons violations, experienced an increase exceeding twenty percent compared to total arrests in 2013! I attribute this to our aggressive enforcement stance on crime and zero tolerance for criminal activity in the City of Windcrest. Reporting of suspicious persons and activity increased as well throughout 2014 and this increase is attributed to the City-Crime Watch Program that was initiated in 2012 as well as increased crime prevention education and awareness. Citizens’ Patrol assisted throughout the year as our eyes and ears, and into the holiday season helping to prevent crime throughout the City.

The City of Windcrest, your city...experiences a tremendous range and variety of people traversing through our City on a daily basis and this includes the criminal element as well. Your Windcrest Police Department continues to fight hard...strengthening the “Thin Blue Line” in the war on crime! I will be initiating new crime prevention programs throughout 2015 to further our efforts in stopping crime. We are certainly on our way to becoming one of the top safest cities in the United States. I certainly believe we are sending out a very loud and clear message to the criminal element!



WINDCREST POLICE DEPARTMENT - CALENDAR SNAPSHOT

RESPECTFULLY SUBMITTED TO THE CITY COUNCIL THROUGH THE CITY MANAGER


A.O. "Al" Ballew
Chief of Police


February 23, 2015

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 PUBLIC WORKS

HIGHLIGHTS JANUARY 2015

1. Took down all Christmas lights, decorations and Christmas Trees.
2. Attended work oriented educational class concerning 811 and how to properly deal with pipes that are found under ground.
3. Pulled out 2 aerators 1 from Brooks Falls Pond and the other from Autumn Sunset pond. Had repaired and placed back.
4. Many alleys had to be repaired due to large ruts being created by the very heavy Garbage trucks.
5. Had installed new sprinkler system at one of the Baseball diamonds in Takas Park.
6. Prepared front area of city hall for new redesign. Extracted all bushes and identified all infrastructure in this area.
7. Removed debris from culverts around the city. (help from Fire Department)

Windcrest Public Works

Monthly Report

JANUARY 2015

Fiscal YTD

2014-2015

Duties: JANUARY 2015

Hours

Hours

1. Pool Maintenance	24	412
2. Facility Repair / Maintenance	140	1601
3. Landscaping	328	4195
4. Job Education	44	148
5. Restrooms/ Park Trash	42	572
6. Pot Holes/ Alley Repair	16	620
7. Weed Spraying	0	148
8. Mowing/ Edging	196	3245
9. Street Sweep	168	1888
10. Watering City	24	803

	Hours	Hours
11. Tree Trimming and Chipping	72	1060
12. Car Wash	0	41
13. Yard Clean up	24	334
14. Signage Replacement & Repair	24	426
15. Clean and repair Equipment	8	270
16. Mechanic	168	2169
17. Miscellaneous	24	297
18. Painting Curbs / City	0	180
19. Overtime	22	330
20. Doggy Pod install	N/A	N/A
21. Button install	0	0
22. Replace basketball goals	N/A	N/A
23. Drain Windy Hollow Pond	N/A	N/A
24. B.B.Q. repair	N/A	N/A
25. Drainage Repair	48	364
26. Christmas Tear-down	286	562
27. Christmas Set-up	0	1123
28. Building of Storage	0	0
29. Pick Trash/ City Wide	126	1511
TOTAL HOURS WORKED	1,784	22,299



WINDCREST TEXAS

City Secretary / Asst. Court Administrator Report for the month of January 2015

Highlights

1. Prepared/posted agenda and attended Special City Council meeting 01.05.15
Resolutions Passed 01.05.15
2015-524(R) approving salary increases for the police chief, director of public works and city secretary.
Discuss & Act
01.05.15
 - Appointment or replacement of members to the Board of Adjustment
 - Fishing in City ponds.
 - Fencing along Montgomery, Galewind, Crestway and Eaglecrest
2. Posted agenda for WEDC meeting on 01.08.15
3. Attended and assisted with court on 01.06, 13, & 20.15
4. Prepared/posted agenda and attended the Parks & Recreation Commission meeting on 01.14.15.
Subject
Friends of the Park update
Pond status
Fencing of soccer field
Fishing in City Ponds
Possible park on west end of City
Striping of basketball court
5. Prepared City Secretary and Court articles for City newsletter.
6. Prepared/posted agenda and attended the Citizen Code Committee 01.21.15.
Subject
Chapter 6 Animal Control
7. Prepared & coordinated with the Herald to publish public notices for P&Z Public Hearing and Board of Adjustment variance request for February meetings.
8. Attended TMCEC trianing January 11-13.
9. Sent David Rodulfo to TMCCP Seminar regarding Eleciton Law January 21-23.
10. Open Records filled....
 - a. 29 Police/Accident/Fire/Court Reports/Permits
11. Civic Center Rentals
 - a. 13 Civic Organizations
 - b. 4 Resident Events
 - c. 3 Elections

Goals

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

Respectfully submitted to City Council, through the City Manager.

Kelly Rodriguez

[Signature]

January 31, 2015

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)

JANUARY 2015 OPEN RECORDS REPORT

1 MARIA RODRIGUEZ	COURT
2 RYAN ASHURTS	ACCIDENT REPORT
3 TINA SILVA	COURT
4 ESPERANZA RAMOS	POLICE REPORT
5 ESPERANZA RAMOS	POLICE REPORT
6 TONYETTE GRANT	COURT
7 ERNESTO VILLARREAL	ACCIDENT REPORT
8 LEXIS NEXIS	POLICE REPORT
9 LEXIS NEXIS	POLICE REPORT
10 LEXIS NEXIS	POLICE REPORT
11 LEXIS NEXIS	POLICE REPORT
12 LEXIS NEXIS	ACCIDENT REPORT
13 LEXIS NEXIS	ACCIDENT REPORT
14 LEXIS NEXIS	ACCIDENT REPORT
15 LEXIS NEXIS	ACCIDENT REPORT
16 LEXIS NEXIS	ACCIDENT REPORT
17 YELLOW DOG	ACCIDENT REPORT
18 YELLOW DOG	ACCIDENT REPORT
19 YELLOW DOG	ACCIDENT REPORT
20 ENSEARCH EXPRESS	ACCIDENT REPORT
21 ENSEARCH EXPRESS	ACCIDENT REPORT
22 YELLOW DOG	ACCIDENT REPORT
23 COMEDY DRIVING	DSC
24 FUNNYBONE	DSC
25 METRO REPORTING	POLICE REPORT
26 METRO REPORTING	ACCIDENT REPORT
27 LUCY PEREZ	PERMITS
28 YELLOW DOG	ACCIDENT REPORT
29 YELLOW DOG	ACCIDENT REPORT

POLICE REPORTS	7
ACCIDENT REPORTS	16
PERMITS	1
COURT	3
OTHER	2
TOTAL	29

CIVIC CENTER REPORT JANUARY 2015

DATE	NAME	RESIDENT OR NON	TYPE OF FUNCTION	HOURS	SOUND SYSTEM	SECURITY
01.01.15	BEXAR CO. ELECTIONS	BEXAR CO	EARLY VOTING	8A-8P	NO	NO
01.02.15	BEXAR CO. ELECTIONS	BEXAR CO	EARLY VOTING	8A-8P	NO	NO
01.05.15	GARDEN CLUB	CIVIC	MTG	10A-2P	NO	NO
01.06.15	BEXAR CO. ELECTIONS	BEXAR CO	ELECTION	8A-8P	NO	NO
01.07.15	ARTS & CRAFTS	CIVIC	MTG	9A-12P	NO	NO
01.08.15	LIGHT UP	CIVIC	MTG	8A-8P	NO	NO
01.09.15	LIGHT UP	CIVIC	MTG	8A-8P	NO	NO
01.10.15	LITTLE LEAGUE	CIVIC	MTG	5P-9P	NO	NO
01.13.15	LIONS CLUB	CIVIC	MTG	5P-9P	YES	NO
01.13.15	OPTIMIST CLUB	CIVIC	MTG	5P-9P	YES	NO
01.15.15	GOURMET	CIVIC	MTG	10A-2P	NO	NO
01.17.15	RON ARMES	RESIDENT	BDAY PARTY	7P-12A	NO	NO
01.18.15	LIZ COLLINS	RESIDENT	BABY SHOWER	2P-P	NO	NO
01.21.15	ARTS & CRAFTS	CIVIC	MTG	9A-12P	NO	NO
01.24.15	JIM SHELTON	RESIDENT	BDAY PARTY	10A-2P	NO	NO
01.25.15	LUIS DIAZ	RESIDENT	BABY SHOWER	1P-5P	NO	NO
01.27.15	LIONS CLUB	CIVIC	MTG	6P-9P	NO	NO
01.28.15	WOMENS CLUB	CIVIC	MTG	10A-2P	YES	NO
01.28.15	LITTLE LEAGUE	CIVIC	MTG	5P-9P	NO	NO
01.31.15	LIONS CLUB	CIVIC	PANCAKE BRKFST	7A-5P	YES	NO

CITY OF WINDCREST MUNICIPAL COURT - OFFICIAL MONTHLY ACTIVITY REPORT

	Oct. 14	Nov. 14	Dec. 14	Jan. 15	Feb. 15	Mar. 15	Apr. 15	May. 15	Jun. 15	Jul. 15	Aug. 15	Sept. 15	TOTAL	Medium Average
Cases Filed	486	287	717	868									2,358	
Fines Paid	18	6	4	8									36	
Bond Forfeiture	0	0	0	0									0	
Not Guilty	29	12	18	30									89	
Guilty	204	116	139	199									658	
Dismissed	57	56	67	79									917	
Compliance Dismissals	63	18	30	66									177	
Defensive Driving	33	17	20	22									92	
Deferred Disposition	68	88	88	60									304	
Insurance	2	4	3	3									12	
Orders for Community Svc.	0	2	0	0									2	
Appeals	0	0	0	0									0	
TOTAL CASES HEARD	475	319	368	467									1,629	
Failure to Appear/Warrants	228	89	229	281									827	
Warrant Officer Fine/Fee Collected	\$37,639.60	\$17,445.81	\$18,137.97	\$25,179.37									\$98,402.75	
Warrant Officer Activity	211	100	126	154									591	
Court Fines	\$ 38,045.81	\$ 24,614.28	\$ 21,594.90	\$ 40,168.21									\$ 124,423.20	
State Fees	\$ 19,166.63	\$ 10,091.42	\$ 12,878.06	\$ 14,570.39									\$ 56,706.50	
City Share of State Fees (10%)	\$ 1,917.00	\$ 1,010.00	\$ 1,288.00	\$ 1,457.00									\$ 5,672.00	
Court Technology Fund	\$ 1,102.90	\$ 605.84	\$ 648.93	\$ 1,432.29									\$ 3,790.06	
Court Building Security Fund	\$ 827.18	\$ 454.50	\$ 486.67	\$ 1,074.20									\$ 2,842.55	
Fee to Omni/State	\$ 2,922.05	\$ 1,886.41	\$ 1,342.27	\$ 721.82									\$ 6,872.55	
Lineberger Fees	\$ 1,546.80	\$ 1,127.01	\$ 554.37	\$ 1,633.14									\$ 4,861.32	
TOTAL CITY REVENUE	\$ 39,962.81	\$ 25,824.28	\$ 22,882.90	\$ 41,625.21									\$ 130,095.20	
PRIOR Years Total Collections	\$ 47,486.80	\$ 52,782.76	\$ 25,514.16	\$ 37,148.89	\$ 49,859.82	\$ 61,050.22	\$ 48,642.02	\$ 29,251.76	\$ 31,762.93	\$ 58,577.21	\$ 53,143.39	\$ 67,568.49	\$ 560,788.45	\$ 56,078.85

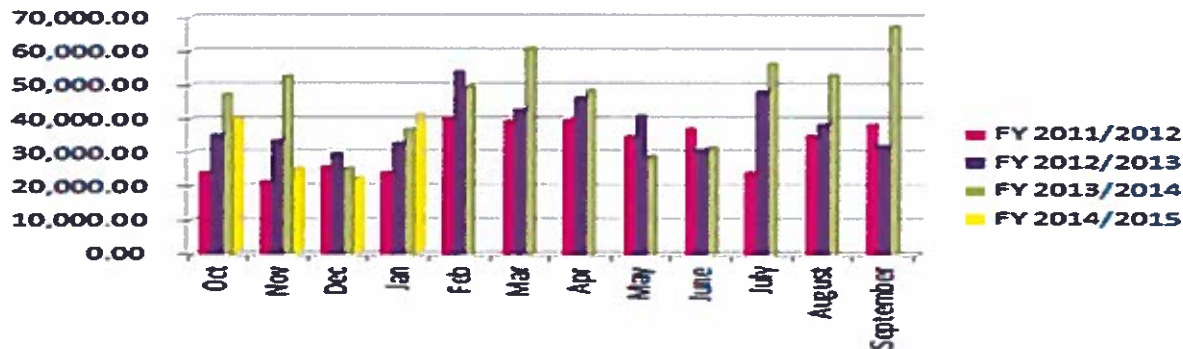
Persons Arrested (Held in WCPD)	29	11	22	25									87
Persons Incarcerated (HELD IN GC)	6	1	2	4									13
Cost of Incarceration	\$ 1,550.00	\$ 150.00	\$ 650.00	\$ 2,050.00									\$ 4,400.00

2013/2014

Persons Arrested	18	10	4	11	21	26	17		19	24	42	54	246	
Persons Incarcerated	4	6	1	1	6	4	2	3	0	8	11	12	58	
Cost of Incarceration	\$ 1,250.00	\$ 1,750.00	\$ 350.00	\$ 500.00	\$ 2,050.00	\$ 2,300.00	\$ 1,100.00	\$ 2,150.00	\$ -	\$ 2,900.00		\$ 3,800.00	\$ 18,150.00	
Warrant Officer Fine/Fee Collected	\$ 30,632.63	\$ 16,260.50	\$ 10,307.00	\$ 23,033.87	\$ 53,103.53	\$ 47,032.30	\$ 21,385.84	\$ 21,455.27	\$ 20,457.20	\$ 29,784.50	\$ 35,298.97	\$ 47,261.31	\$ 356,012.92	\$ 35,601.29
Warrant Officer Activity	226	106	60	141	285	262	153	142	134	197	243	203	2,152	215

TOTAL CITY REVENUE FROM COURT

(4 year comparison)

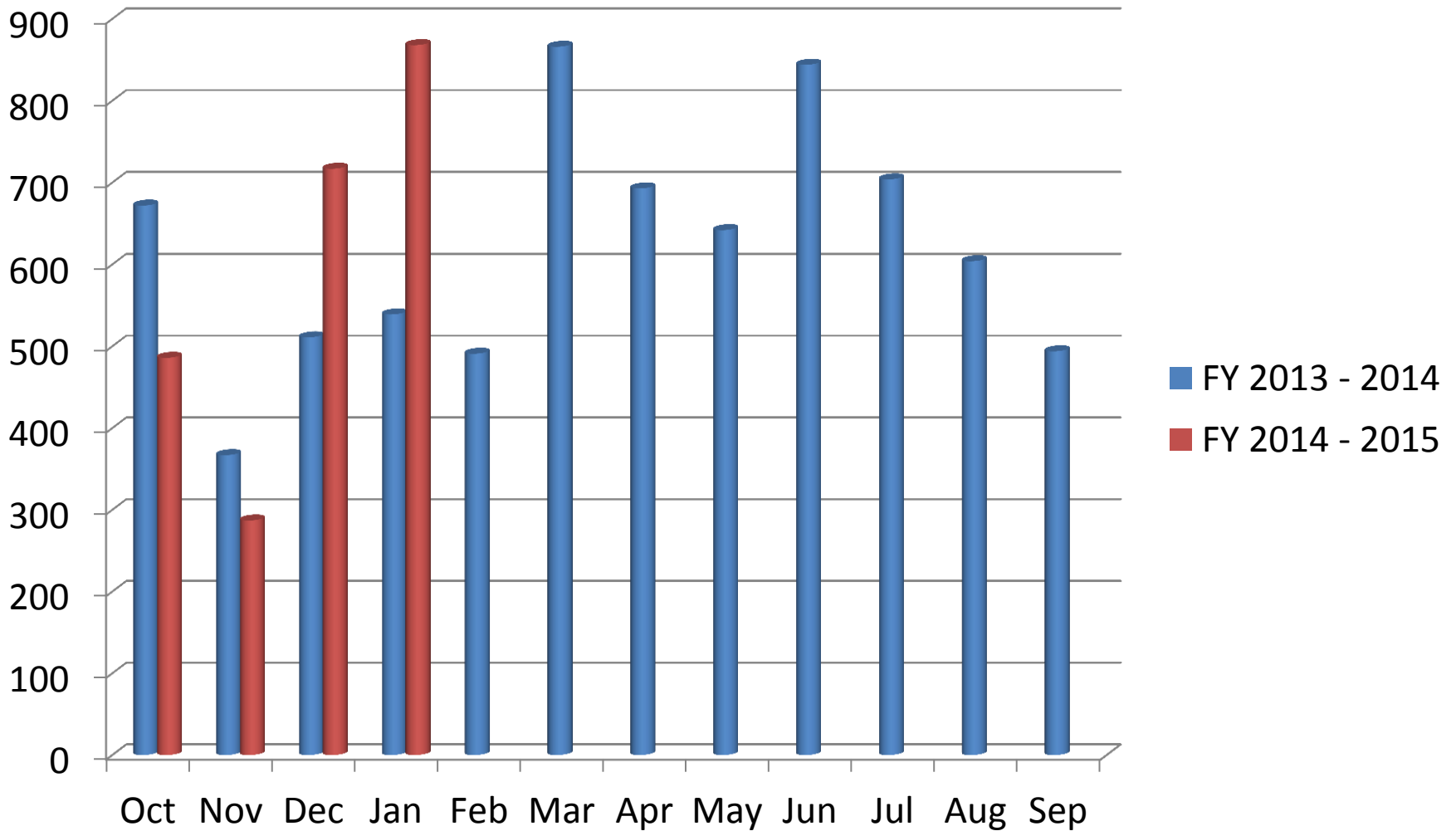


[Handwritten Signature]

CASES FILED

FY 2012/2013 vs. FY 2013/2014

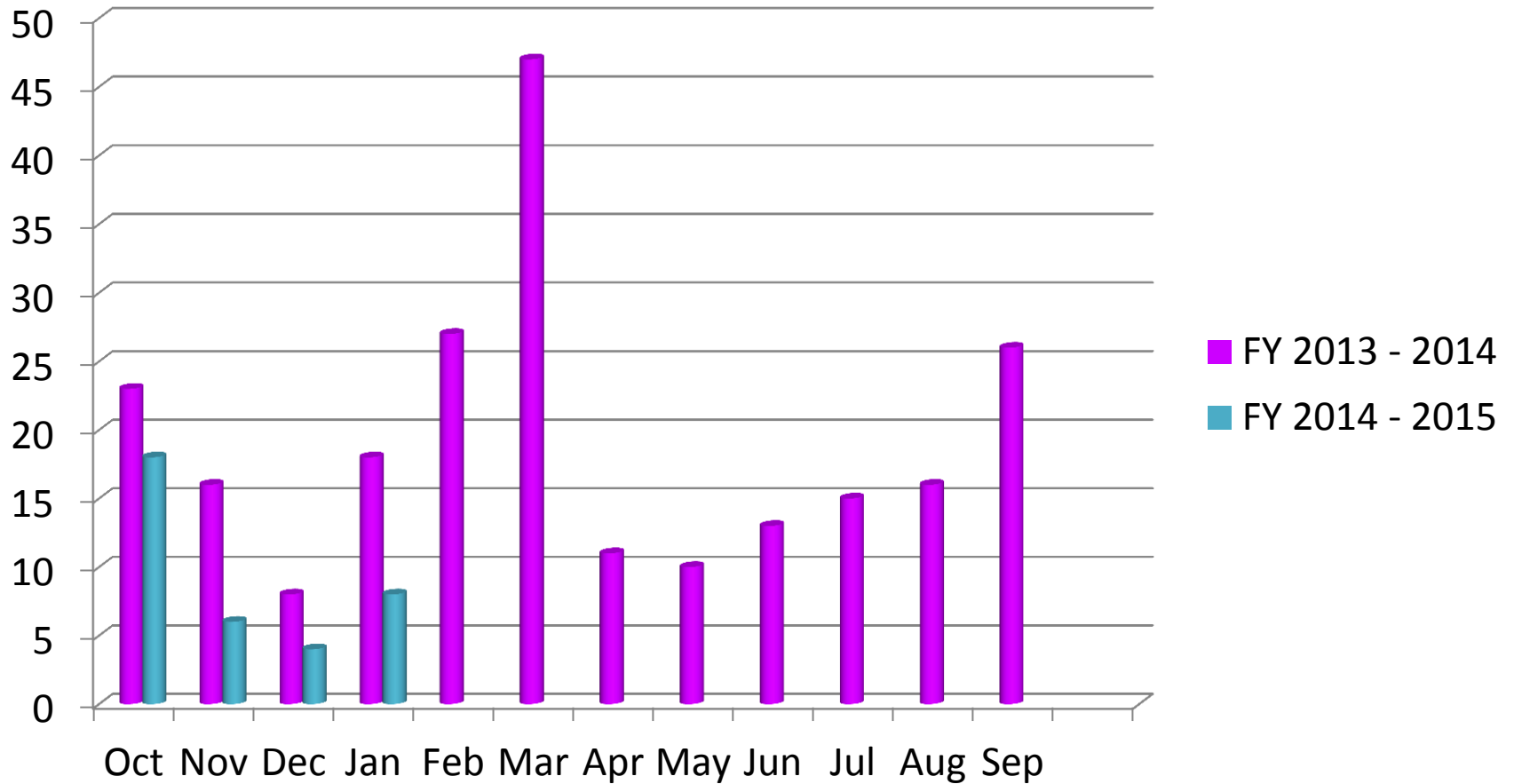
(Citations from Police Department, Code Enforcement, Animal Control)



FINES PAID

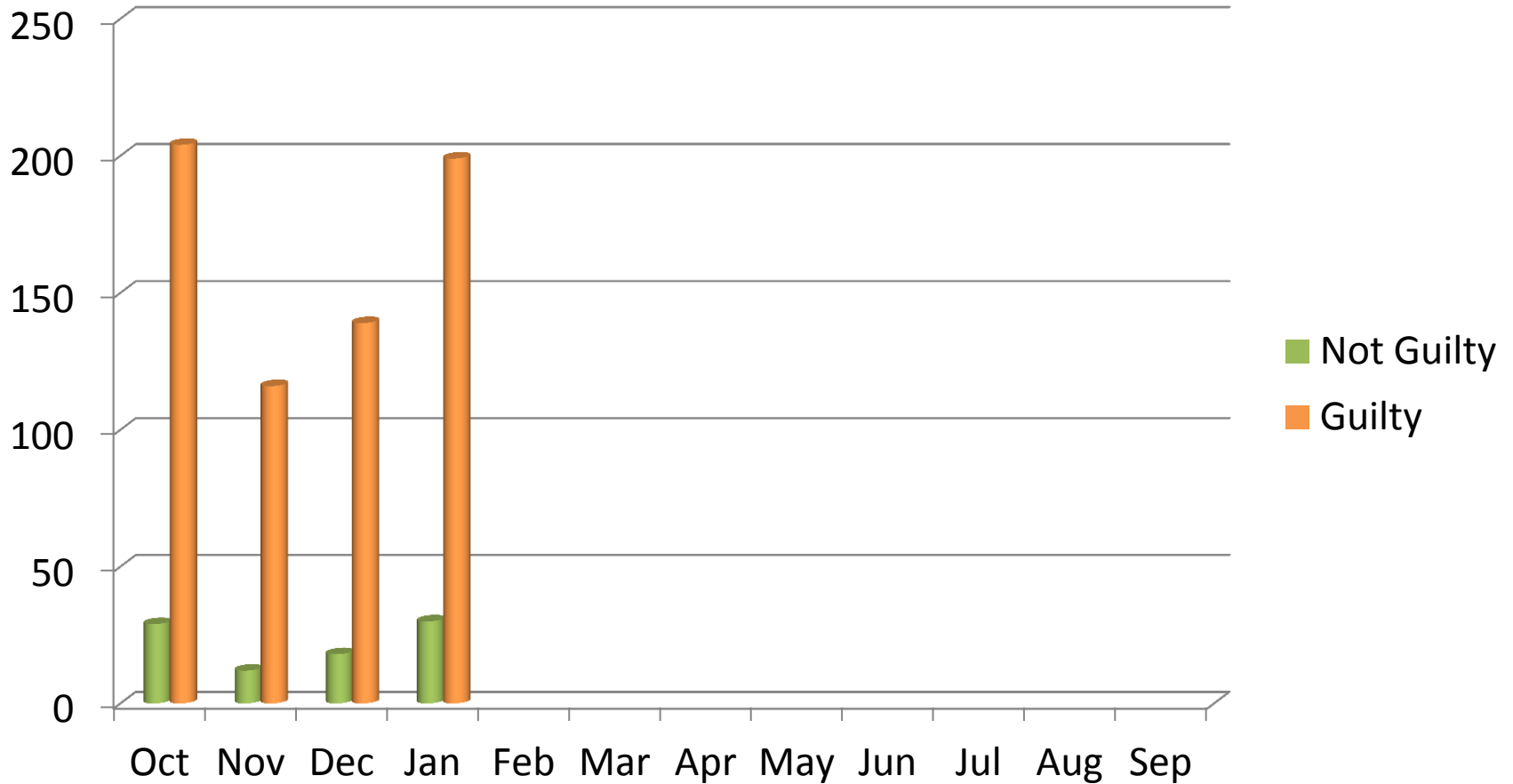
FY 2012/2013 vs. FY 2013/2014

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



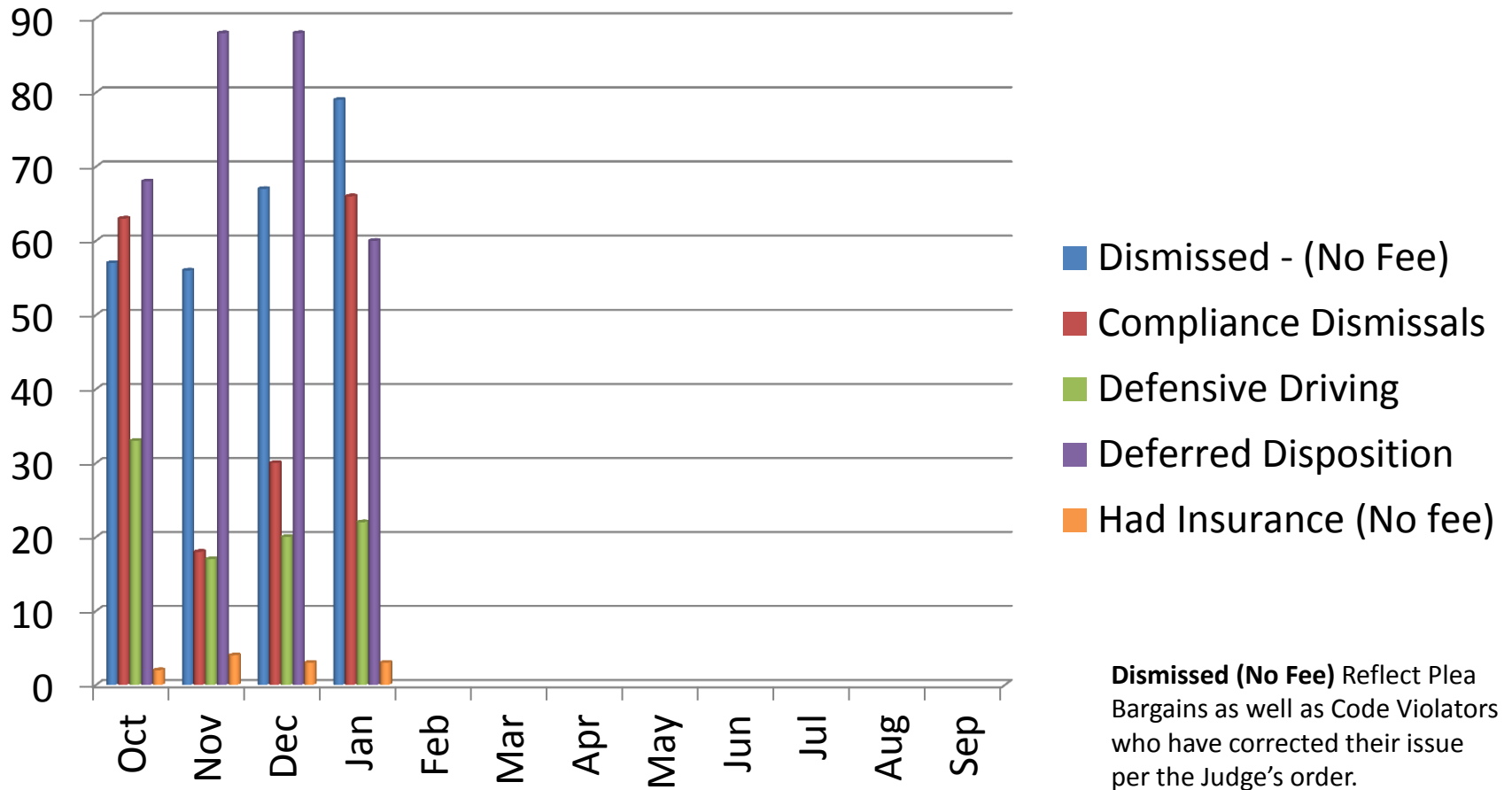
NOT GUILTY / GUILTY

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



DISMISSALS

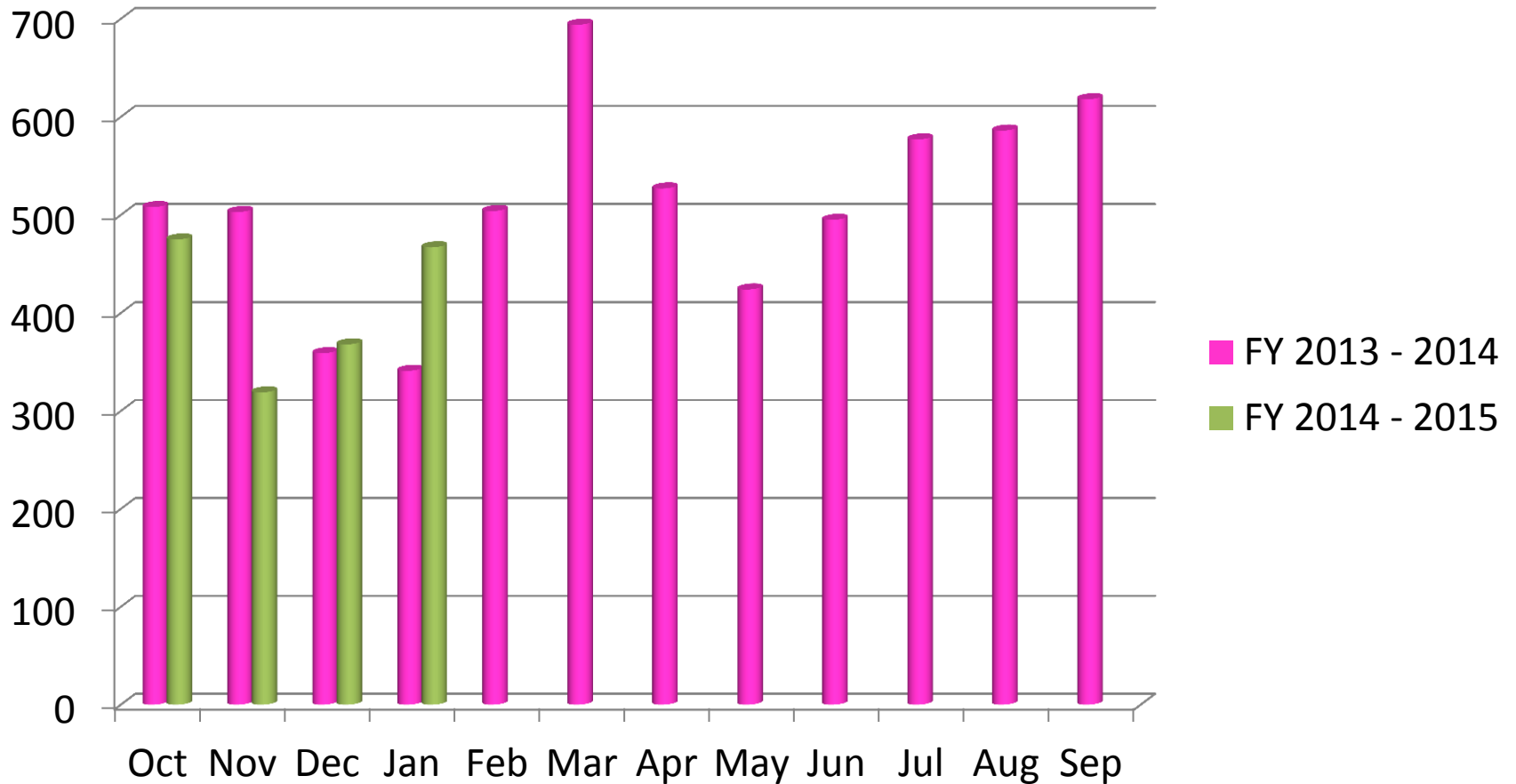
(Numbers only, not \$ amounts)



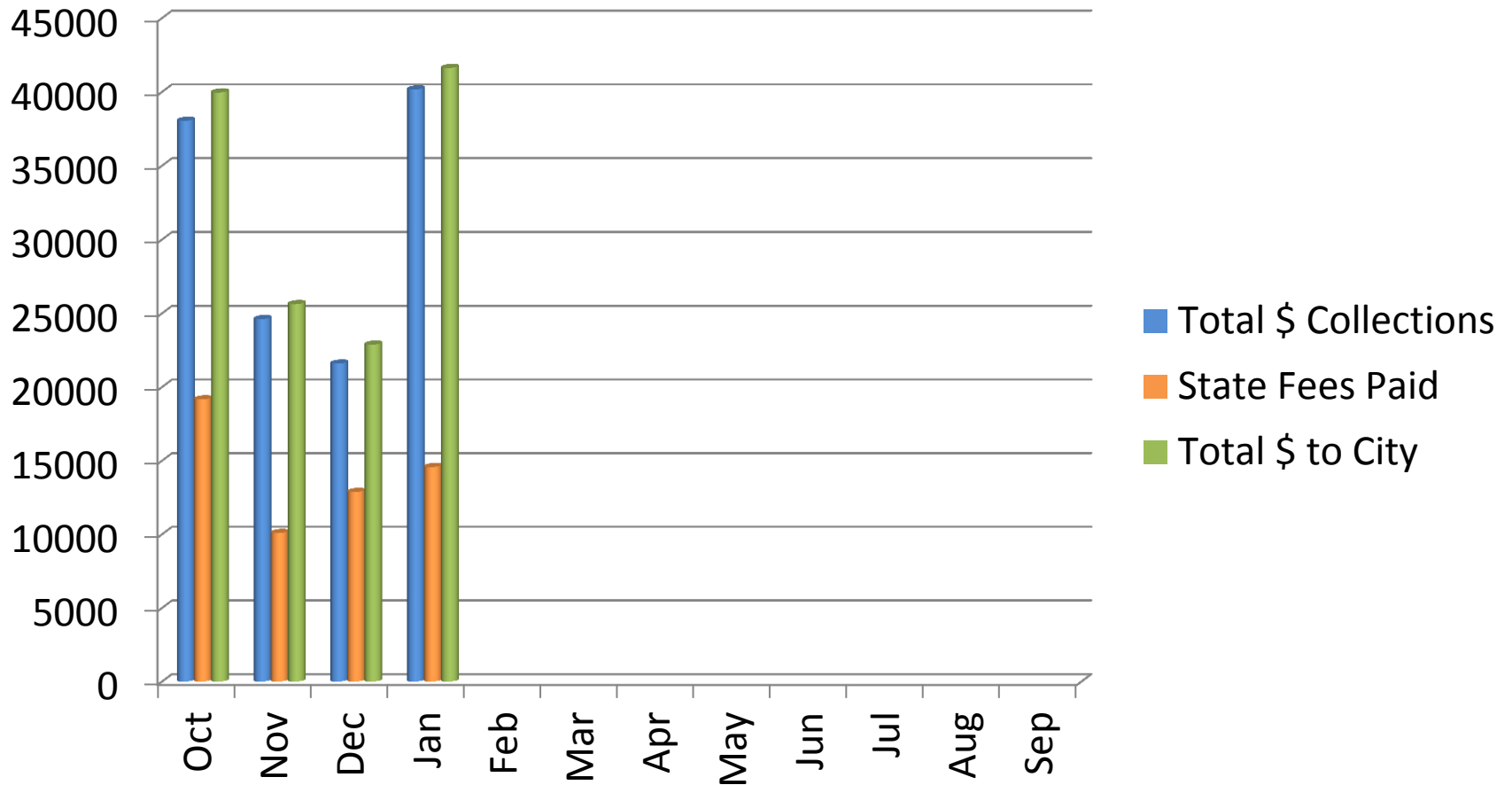
TOTAL CASES HEARD

FY 2013/2014 vs. FY 2014/2015

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

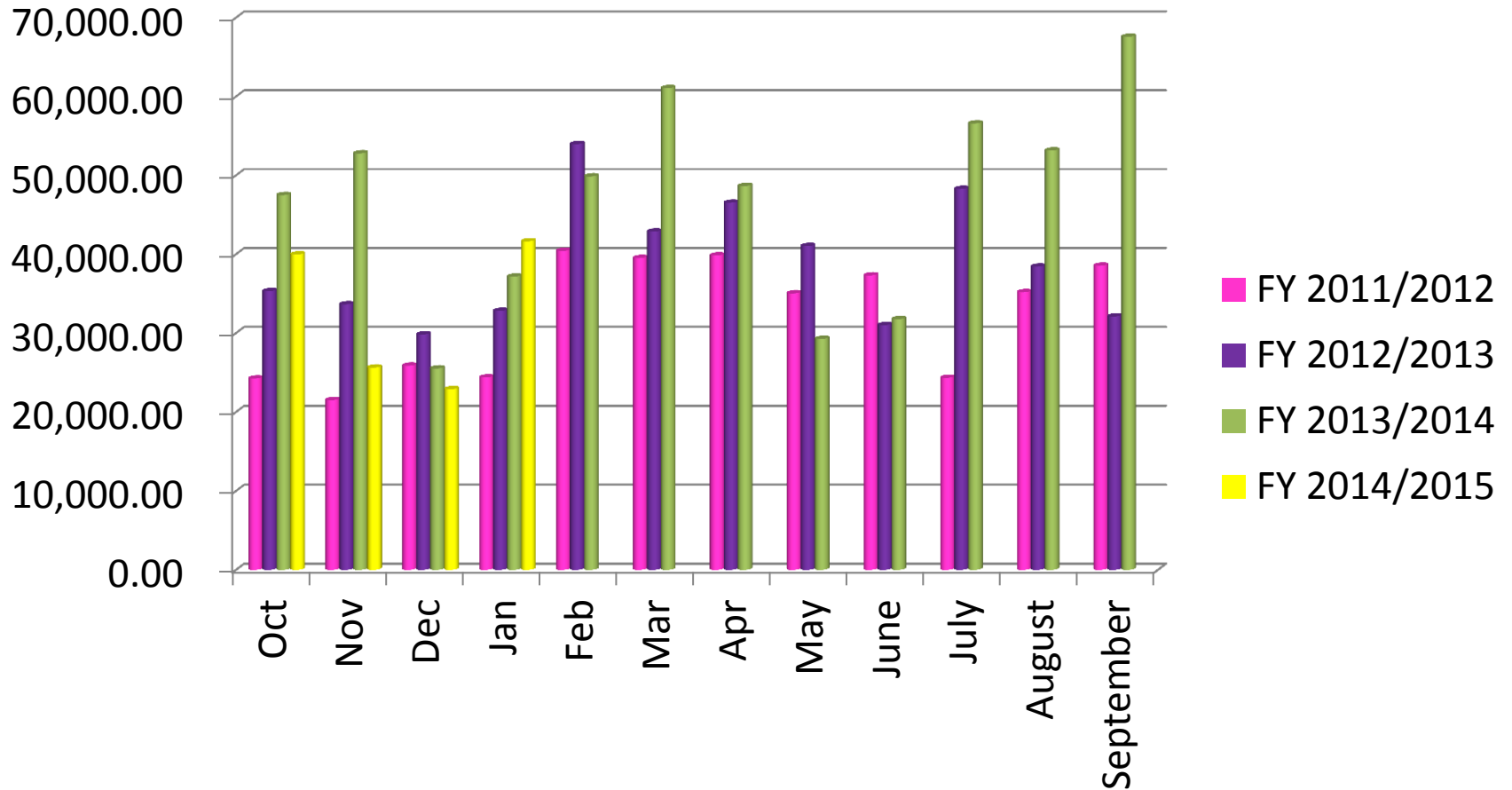


DISTRIBUTION OF TOTAL COURT COLLECTIONS



TOTAL CITY REVENUE FROM COURT

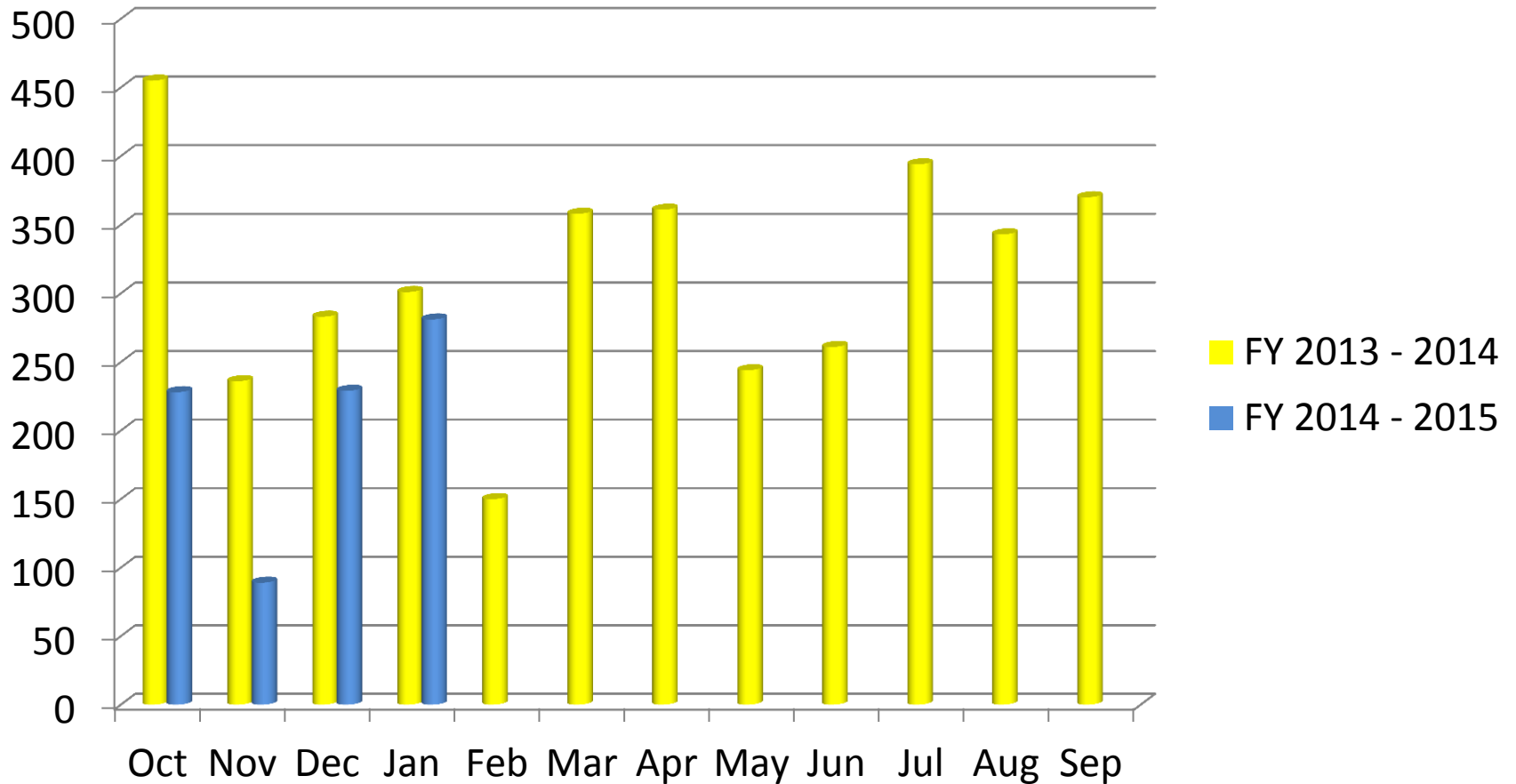
(4 year comparison)



FTA WARRANTS ISSUED

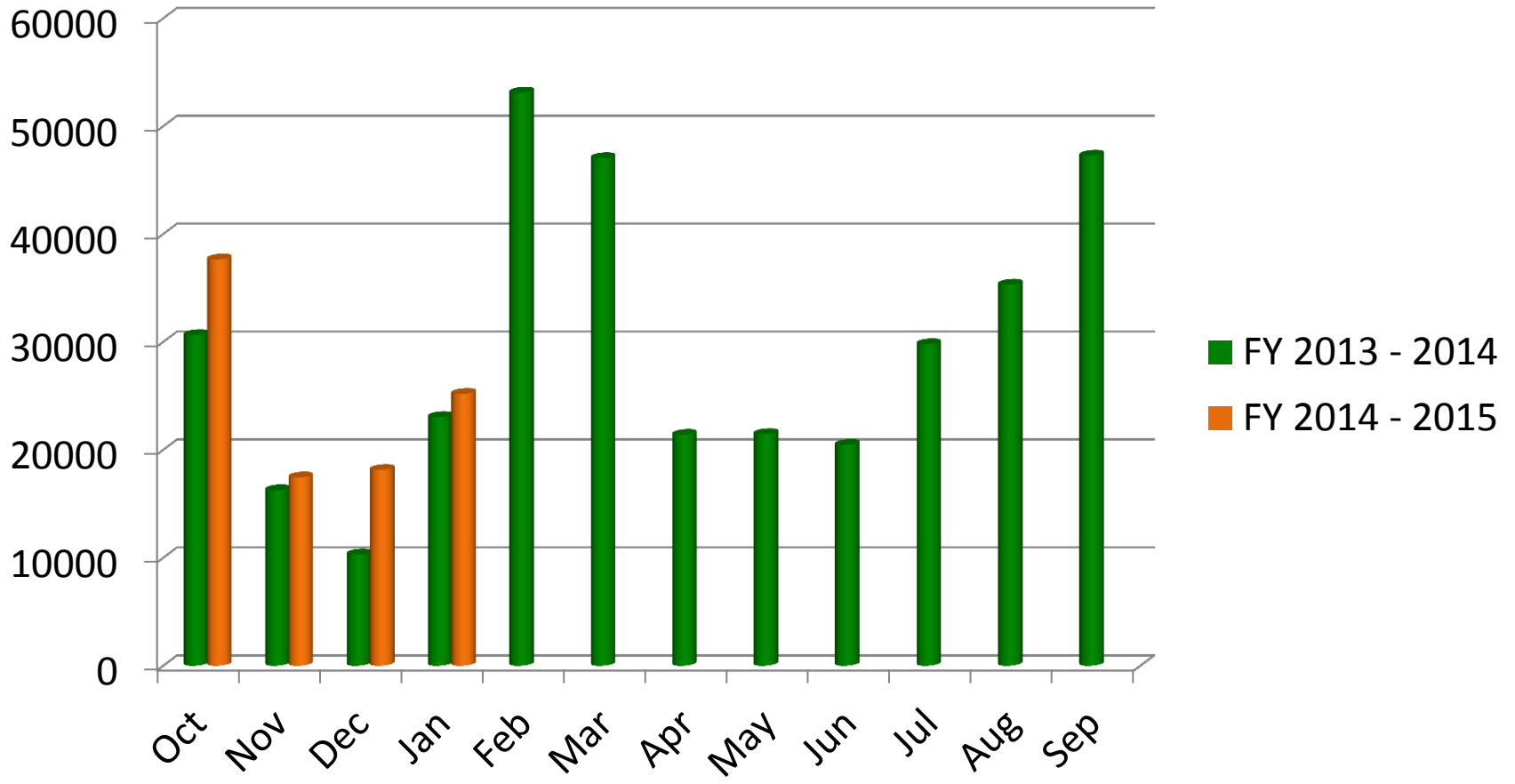
FY 2012 – 2013 vs. FY 2013 - 2014

(Numbers only, not \$ amounts)



WARRANT COMPARISON OF FINES AND FEES COLLECTED

(FY 2013 – 2014 vs FY 2014 – 2015)



January - 2015				
#	CITATION	DEFENDANT	WARRANT OFFICER COMMENT	ACTION
1	04408F	BRASWELL, KENNETH	Def. Paid On-Line	FINE
2	E 42415	PULLIN, REBECCA	Def. Paid On-Line	FINE
3	E 39308	MARQUIS, ANGEL D	Def. Came In Paid	FINE
4	E 40569	GONZALEZ, RICHARD E	Def. Came In Paid	FINE
5	74566	STEWART, DAVID L	Def. Came In Paid	FINE
6	E 28849	GUTIERREZ, DORA C	Def. Came In Paid	BOND
7	E 42783	ROSS, ANTOWINE	Def. Paid On-Line	FINE
8	E 21202	CARDENAS, LAURA N	Def. Came In Paid	BOND
9	E 42619	JIMENEZ, ROBIN E	Def. Came In Paid	FINE
10	E 41690	NOLDEN, KIANA L	Def. Came In Paid	FINE
11	E 21058	GALLARDO, BRET	Def. Held @ WPD - 4107	BOND
12	E 28392	LYNCH, JACOB I	Def. Held @ WPD	BOND
13	E 33925	ESTRADA, DAVID R	Def. Came In Paid	FINE
14	E 16605	VALDEZ, BRIAN S	Def. Held @ WPD - 4175 / LPR	BOND
15	E 15467	TRABUE, XAVIER L	Def. Held @ WPD - 4175	BOND
16	E 22454	GRAY, BRANDON D	Def. Held @ WPD - 4169 / LPR	FINE
17	67829A	SHIELDS, JAMES S	Def. Held @ WPD - 4107	JAILED
18	74637	IGLESIAS, RUBEN J	Def. Held @ WPD - 4107	BOND
19	74378	WALKER, BRIANNA D	Def. Held @ WPD	BOND
20	69717	NGUYEN, DAVID H	Def. Held @ WPD	FINE
21	73320	GRACE, ANDRE X	Def. Held @ WPD - 4175 / LPR	JAILED
22	74590	SAVALA, RONGEA L	Def. Held @ WPD - 4175	BOND
23	72889	LINEBERGER, WILLIAM W	Def. Held @ WPD - 4175	PR BOND
24	E 31856	MENDEZ, ELISA J	Def. Came In Paid	FINE
25	E 45282	WILLIAMS, BRANDON	Def. Came In Paid	BOND
26	E 42797	ROSAS, JESSICA B	Def. Held @ WPD - 4169	FINE
27	E 43846	OLAJIDE, SHEWU B	Def. Paid On-Line - 4175	FINE
28	73893	MARTINEZ-TREJO, R	Def. Came In Paid - 4175	PR BOND
29	E 42618	PRICE, VONTAY J	Def. Came In Paid	BOND
30	71130	YANCHIK, LEAH C	Def. Held @ WPD	BOND
31	E 44409	CUSHING, MICHELLE K	Def. Held @ WPD - 4175 / 4169	FINE
32	74001	COLLINS, ROBERT CH	Def. Held @ WPD - 4183	JAILED

33	57782	TERRY, ARRON J	Def. Came In Paid	FINE
34	67845	RIVAS, CHRISTINE N	Def. Held @ WPD - 4182	BOND
35	68051	BOWEN, SHARON R	Def. Came In Paid	FINE
36	73900	TOTOTZINTLE, CARLOS A	Def. Paid On-Line - 4169	FINE
37	69526	AROCHE, EDWIN E	Def. Came In Paid	FINE
38		NEWTON, DASHAWN L	Def. Held @ WPD - 4175 / LPR	BOND
39	68576A	MCGEHEE, WILLIAM G	Def. Paid On-Line	FINE
40	E 01466	CUNNINGHAM, JENNIFER	Def. Paid On-Line - CONTACTED BY 4175	FINE
41	E 43260	SHELTON, ERIK B	Def. Held @ WPD - 4171	JAILED
42	E 33884	PERALES, DOMINGO III	Def. Came In Paid - CONTACTED BY 4169	BOND
43	E 21140	BENSON, QUINTRELL D	Def. Came In Paid	FINE
44	74900	REYES, JESSE	Def. Held @ WPD - 4175	BOND
45	74438	LUNA, LYRA T	Def. Held @ WPD - 4175	BOND
46	70497A	FRANK, JONATHAN R	Def. Came In Paid	BOND
47	E 42815	MCCLURE, LAUREN	Def. Held @ WPD - 4169	FINE
48	72889	LINEBERGER, WILLIAM W	Def. Held @ WPD - 4169	FINE
49	56504	BURNS, ERIC D	Def. Came In Paid	FINE
50	E 40460	HAYES, FRANCES C	Def. Came In Paid - CONTACTED BY 4169	FINE
51	E28095	CAMPOS, LORI	Def. Paid On-Line	FINE
52	66025A	GRAY, CRYSTAL W	Def. Held @ WPD - 4175 / 4169	BOND
53	E 39093	MERCADO, FELIPE M	Def. Paid On-Line	FINE
54	E 17823	RODRIGUEZ, GABRIEL	Def. Came In Paid	FINE
55	47779	MARSHALL, REBECCA M	Def. Came In Paid	BOND
56	E 43272	SINGLETARY, JERMAINE A	Def. Held @ WPD - 4183	BOND
57	74773	HOPKINS JONES, QUENTIN	Def. Paid On-Line	FINE
58	65379	FELAN, VANESSA M	Def. Paid On-Line	FINE
59	68738	VILLARREAL-DELGADO, KARINA	Def. Came In Paid	FINE
60	E 10726	FLOWERS-PETTUS, LUKE R	Def. Paid On-Line	FINE
61	58722	HOWARD, TERRENCE	Def. Paid On-Line	FINE

Total: 61

Police Officer Contacts = 112

LPR Hits = 4

\$\$\$	WARR	ARR	JLD	DAYS JAILED
\$613.60	2			
\$221.00	1			
\$378.00	2			
\$336.00	1			
\$1,215.00	5			
\$300.00	3			
\$471.00	2			
\$200.00	2			
\$165.90	1			
\$346.00	1			
\$200.00	2	1		
\$400.00	2	1		
\$1,501.50	5			
\$500.00	4	1		
\$500.00	4	1		
\$402.00	1	1		
\$0.00	4	1	1	9
\$400.00	2	1		
\$200.00	2	1		
\$202.80	1	1		
\$0.00	1	1	1	11
\$150.00	3	1		
\$0.00	2	1		
\$289.00	1			
\$300.00	2			
\$471.00	2	1		
\$195.00	1			
\$0.00	4			
\$240.00	2			
\$400.00	2	1		
\$326.00	2	1		
\$0.00	5	1	1	16

\$315.90	1			
\$600.00	3	1		
\$475.00	2			
\$500.90	2			
\$549.90	2			
\$400.00	2	1		
\$1,132.30	4			
\$170.90	1			
\$0.00	5	1	1	13
\$400.00	2			
\$310.70	1			
\$600.00	4	1		
\$600.00	3	1		
\$400.00	2			
\$816.00	3	1		
\$402.00	2	1		
\$390.00	2			
\$130.90	1			
\$652.60	2			
\$1,000.00	20	1		
\$612.30	2			
\$309.27	1			
\$200.00	2			
\$100.00	2	1		
\$531.00	2			
\$499.20	1			
\$479.70	1			
\$1,030.90	3			
\$646.10	2			

\$25,179.37	154	25	4	49
TOTAL	WARRANTS	ARRESTED	JAILED	DAYS JAILED



WINDCREST TEXAS

Post Office Report for the Month of January 2015

Highlights

1. Total sales for January 2015 were \$35,124.51. That includes all postage stamps/meter postage and money order fees.
2. Our Post Office has had visits from the main Post Office supervisors with nothing but favorable comments about our continued improvement..
3. In a continuing effort to train, I spent an afternoon with the main Post Office supervisor learning new rules and security regulations.

Goals

1. In February 2015 we will continue to reorganize our Post office after such a busy holiday
2. As always, our ultimate goal is to provide the citizens of Windcrest with a Post Office that is clean and efficiently run.

Respectfully submitted to City Council, through the City Manager.

February 03, 2015

SIGNATURE

DATE

David Rodolfo Post Office Supervisor

Please contact me with any questions concerning this report 655-0022 ext. 2430
This reporting is required by the City of Windcrest Charter § 5.02.3(h)

Robert Colunga WEDC Executive Director

WEDC Report for Month of January, 2015

1. Working with In n Out Burger Construction Team and working with all appropriate agencies and setting up for the Grand Opening.
2. Working with Rackspace on further development of their complex and utilization of their facilities and current status of construction and staffing and opening of a new area in the next quarter of the year.
3. Working with Drury Hotels on the redevelopment of the property along the IH35 access road.
4. Working with Whataburger and Whitestone-Reit on the new Whataburger training facility located at the former University of Phoenix location and communicating with them on the Grand Opening of the facility
5. Working with Artic Ape on the Storefront Improvement Program and a Grand Opening in early March of 2015..
6. Working with Ms. Kelly Hamilton to bring her up to speed with current activities and duties of her position.
7. Working with businesses on new year activities and support of the Windcrest Community.
8. Working with a couple of businesses on business retention and expansion with in Windcrest
9. Meeting and working with the Fiesta Commission.
10. Working with Olive Garden on their application for the storefront improvement program
11. Working with the Bunch family long time owners of the property at the former Al's formal ware for re-facing their property and utilization of the Storefront and Streetscape Improvement Program.
12. Working with Whitestone – Reit with new tenant on finalization of retail space.
13. Working with Valcor and a new company on a possible lease/purchase of former Office Max building.
14. Working with Fast Signs for new locations in Windcrest to grow their business.
15. Working with TX Dot on issues concerning Walzem Road and possible construction.
16. Working with the Department of Homeland Security(in Windcrest) concerning a variety issues.
17. Working with several interested parties in the Office Max building as well as the old Chuck E Cheese location and the call center which will temporarily be placed there.
18. Working with media on progress and developments in Windcrest.
19. Working with the Windcrest Cosmetic Dentistry for Storefront Program and completion of improvements for submission to the WEDC for payment.
20. B-3 Zoning and Coordination with prospective businesses
21. Planning and Zoning Agenda and assisting businesses with their questions and request.
22. Continued marketing strategies for the year and modifying our approach in Marketing Windcrest as needed
23. Working with the Walzem Road Area Revitalization Committee and other local entities and HOA which have an effect on Windcrest.
24. Work with TXDOT on construction issues with the 35 expansion.

25. Working with NEISD on construction issues, communication with the WEDC and COW
26. Working with Rackspace on future projects and development.
27. Working with Valcor properties on new business to be located in the Old Chuck E Chees location.
28. Working with Park & Recreation Board on placement of one of our bike racks and the property owners of Starbucks for another location – Mr. Dooley has been out of pocket.
29. Working with the City of Windcrest & Rackspace on the transition of the road system around Rackspace.
30. Working with various stores on their applications for the Storefront and Streetscape Improvement Program.
31. Working with the Weitzman Group, Whitestone-Reit, Turner Busby Development with potential businesses and development.
32. Interacting with other communities and addressing issues and concerns they may perceive with future or possible development which is occurring in Windcrest.
33. Working on closing with developer on lot located on the 111 acres area.
34. Development issues with the 111 acres to ensure we have as much commercial utilization as possible and if at all possible no multi-family and to work with local governmental agencies and state agencies to ensure success of the development.
35. Working with the MPO, Alamo RMA, NEP, ACCOG, CPS, SAWS, TX DOT on projects that effect our Cities development and growth and working with again with our legislators in Austin to ensure that our needs our presented and have a voice. Also work with our City Boards when needed to assist in Government Relations, i.e. Parks and Rec, Zoning, etc.
36. Updating of Develop Windcrest website and Windcrest Windfall website and phone application and working with businesses to get new incentives for the application users.

Kelly Hamilton – Marketing & PR Analyst for the City of Windcrest/WEDC

Report for 1/7/2015 - 2/8/2015

1. Began employment with the City of Windcrest on Wednesday, January 7th, 2015.
2. Familiarized with Marketing, PR & EDC protocols for conducting business.
3. 1/20 meeting with Robert, Colunga, and Tim Maloney to discuss ongoing projects.
4. 1/20 meeting with Mary Lou Ellis regarding Gala decorations.
5. 1/21 Gala tasting and menu confirmation. Off site visit.
6. Completed Open Meetings Act video review and certification.
7. PR/Marketing Budget/Invoicing procedures review with Sarah M.
8. Gala sponsorship meeting to Discuss individual/table prices and Corporate Sponsorship w/ Heather W. and Robert C.
9. Contacted and confirmed Gala photographer – Digibooth –
10. Assisted in securing Gala raffle items and silent auction items
11. Assisted in design of YMCA V day/Gala mailer.
12. Regular Wednesday night Newsletter Committee meetings to review/approve content and progress of monthly newsletter.
13. Offsite to meet Jodie Petrie of the Newsletter Printing Company. Primary point of contact for newsletter design.
14. Meeting with Brian Mc, Tom G, Mary Lou Ellis to finalize Gala lighting and technical components.
15. Met with Frank Perkins/Teamsters re Gala sponsorship. Invoice submitted for payment.
16. YMCA Valentine's Day party planning with Newsletter committee and Heather W. Multiple meetings, offsite purchases for children and YMCA site visit prior to event to ensure all is taken care of.
17. 2/2 Fiesta Especial meeting with Melanie from RMI and Heather W. to discuss prior year's events and coordinate details for this year's 4/18 5k and parade. Designed/Ordered WEDC Fiesta medal from Monarch Trophy.
18. Attended and photographed the 2/2 City Council meeting. Photos included in March newsletter.
19. Solicited and received all March newsletter content by the 2/6 deadline date.
20. 2/6 Rackspace tour with Robert C. and Eden Stotts of Rackspace. Meeting to discuss possible 4/2016 collaboration event.
21. Sunday, 2/8 Attended and photographed the Valentine's YMCA event for inclusion in newsletter and facebook.

Upcoming:

Complete Gala final details

Re initiate Winbucks

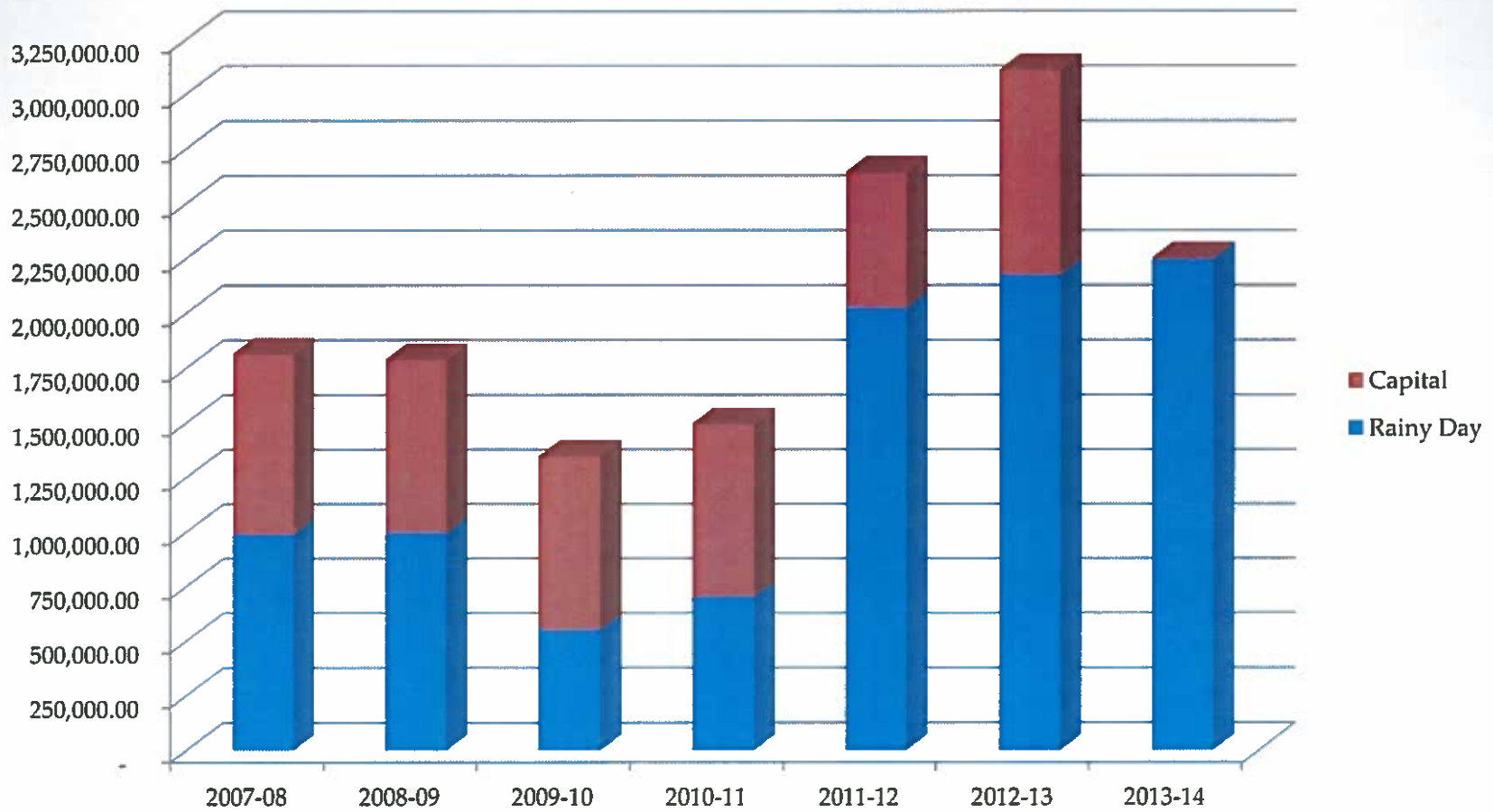
Strong social media emphasis via facebook and twitter & website updates

Complete majority of Fiesta Especial planning

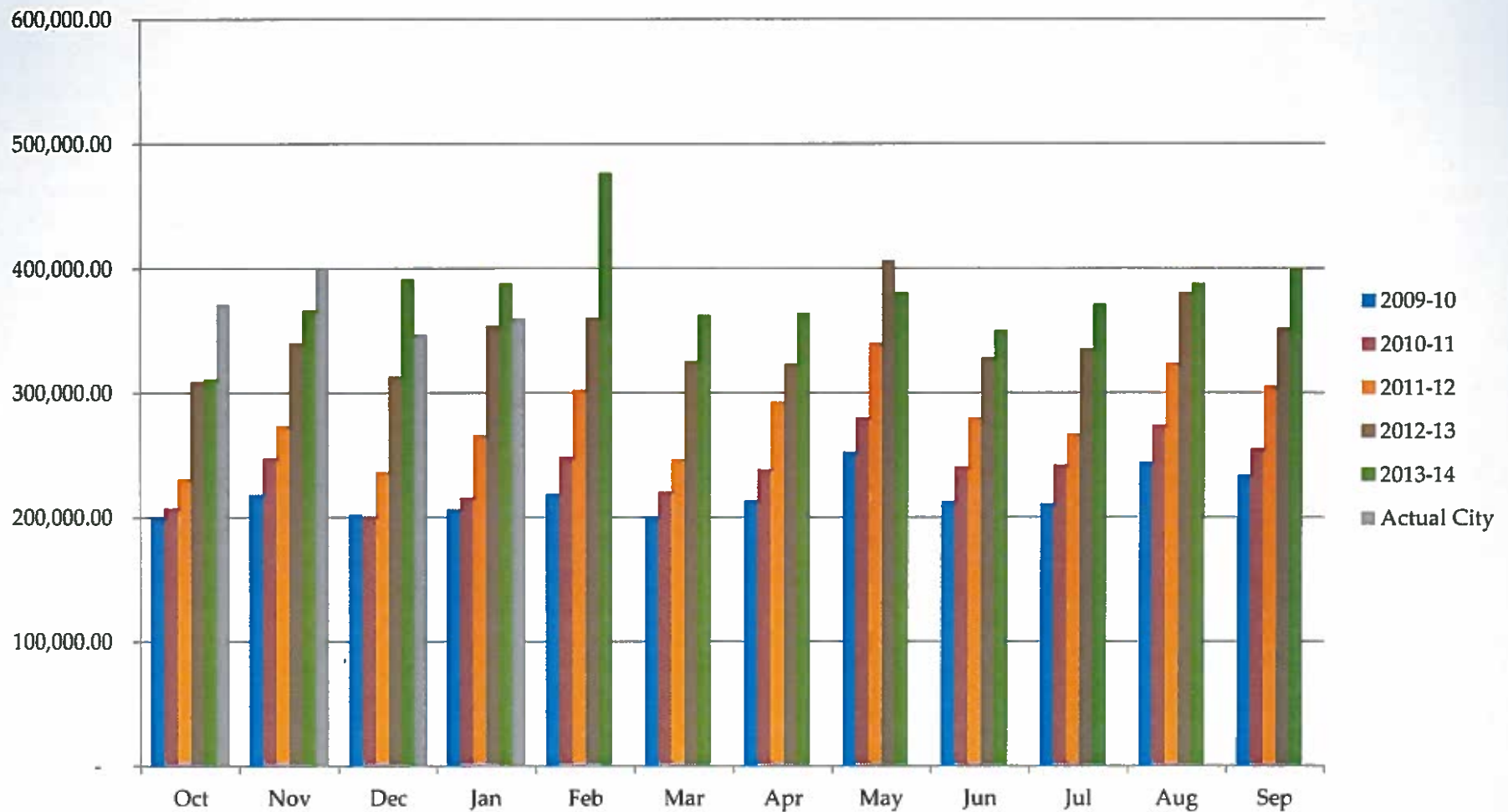




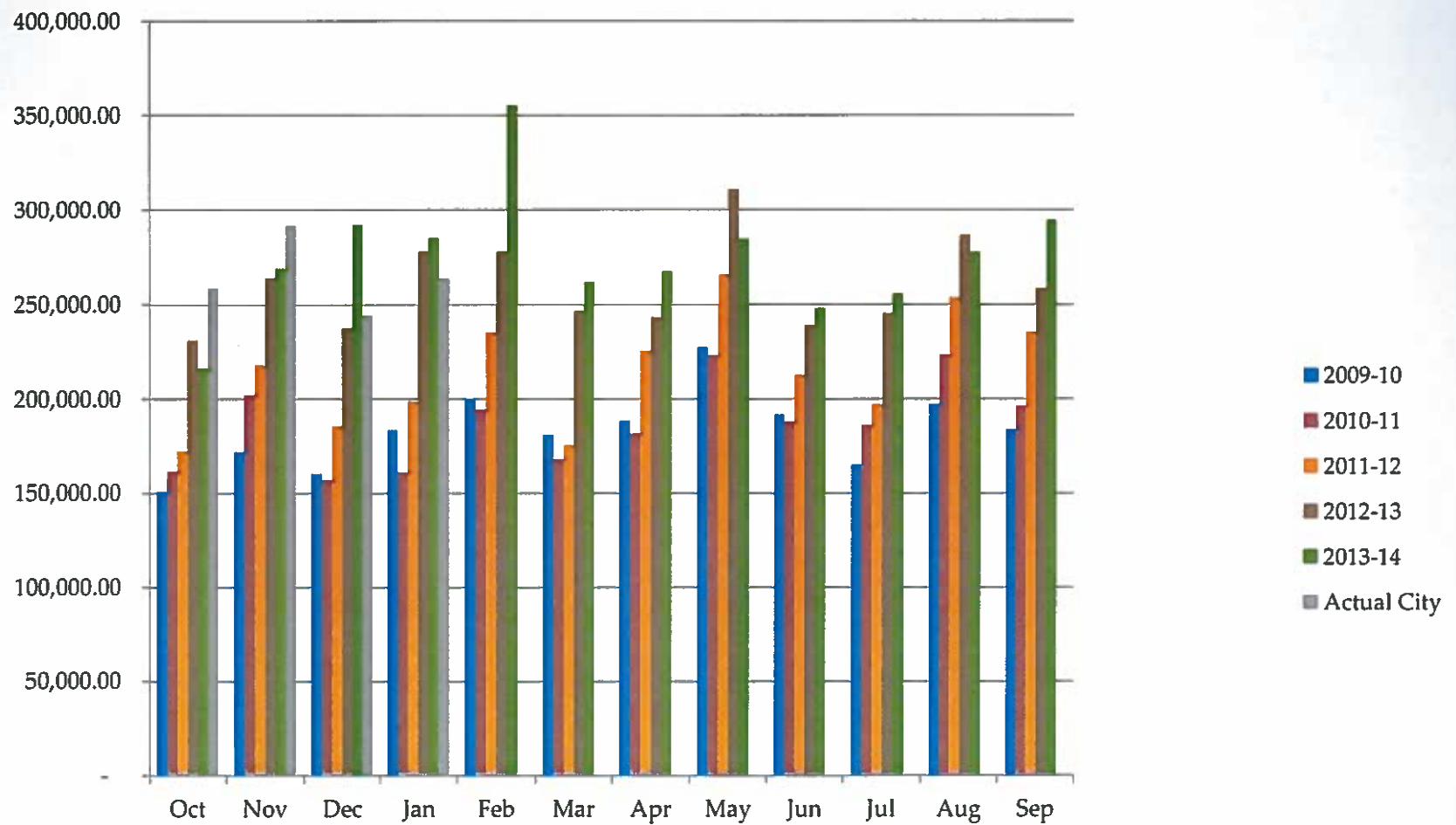
Monthly Finance Report
January 2015



Monthly Finance Report October 2013

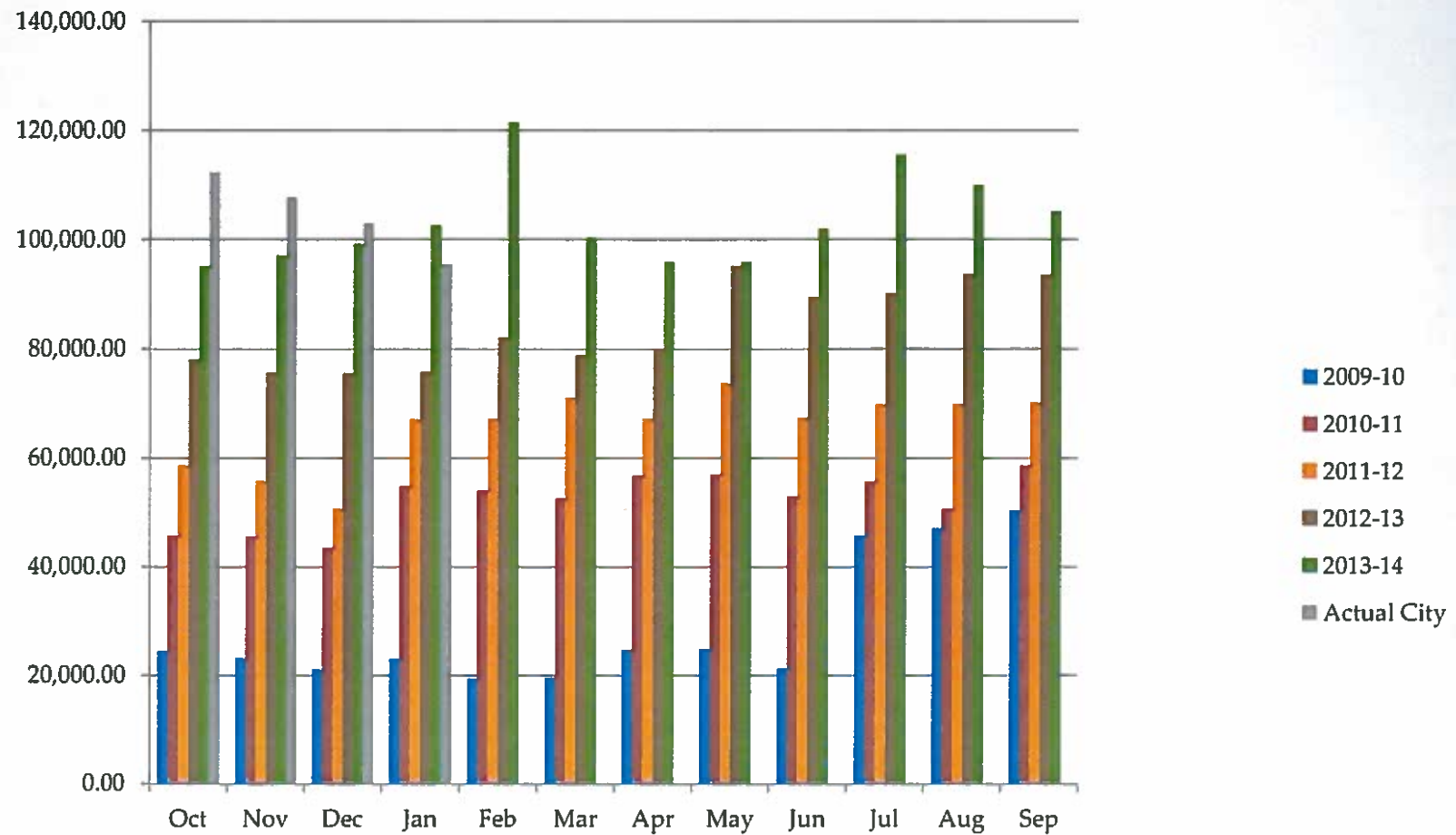


City of Windcrest Total Sales Tax



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	\$ 2,096,414.11 ✓	\$ 1,865,222.76 ✓	\$975,898.82 ✓
Garbage	\$338,096.60	\$312,296.14	\$92,115.55
Windcrest Animal Control Taskforce	\$0.00	\$0.00	\$2,326.55
Asset Seizure - Federal	\$0.00	\$0.00	\$346.84
County Fire Contribution	\$0.00	\$0.00	\$3,947.76
School Crossing Guard	\$1,968.11	\$35.23	\$14,075.92
Police Donations	\$640.19	\$2,731.63	\$5,969.73
Asset Seizure - State	\$1,387.75	\$455.88	\$383.71
Police Education Training	\$0.16	\$199.00	\$5,059.06
Roosevelt Scholarship	\$0.12	\$0.00	\$4,093.03
Economic Development Corp	\$66,627.89	\$81,921.12	\$29,721.41
Court Technology	\$3,733.38	\$0.00	\$42,446.53
Court Building Security	\$2,799.11	\$0.00	\$706.84
Hotel / Motel Tax	\$28,020.23	\$0.00	\$103,987.47
Debt Service	\$0.00	\$0.00	\$0.03
WCCPD	\$99,298.10	\$92,111.48	\$260,407.07 ✓
Capital Projects - Streets	\$66,628.18	\$337.69	\$42,571.24
Pooled Cash			<u>\$549,927.80</u>
<u>Total Cash</u>			<u>\$2,133,985.36</u> ✓

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**Monthly Financial Report (MFR) as of
January 31, 2015**

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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	\$	2
School Crossing Guard	\$	14,076
DARE	\$	-
Police Donations	\$	5,970
Asset Seizure Fund - State	\$	384
Police Education Training Fund	\$	5,059
Roosevelt Scholarship Funds	\$	4,093
Court Technology Fund	\$	42,447
Court Building Security Fund	\$	707

January 31, 2015

1/31/2015

Treasurer's Report to Council Members:

The following summary and attached report is the monthly financial report for January 2015

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.

	Current Month	Prior Year	Current Y.T.D.	Prior Y.T.D.	Y.T.D. % to Budget
General Fund:					
Income (1)	\$ 520,401	\$ 790,272	\$ 2,096,414	\$ 2,255,469	33.58%
Expenditures (2)	\$ 432,783	\$ 545,692	\$ 1,865,223	\$ 2,565,105	29.95%
Net	\$ 87,618	\$ 244,580	\$ 231,191	\$ (309,637)	
Garbage Fund:					
Income	\$ 412	\$ 33,840	\$ 338,097	\$ 322,350	45.03%
Expenditures	\$ 103,527	\$ 65,902	\$ 312,296	\$ 200,319	34.84%
Net	\$ (103,115)	\$ (32,062)	\$ 25,800	\$ 122,031	
Debt Service Fund:					
Income	\$ -	\$ -	\$ -	\$ 54,955	
Transfers In	\$ -	\$ -	\$ -	\$ -	
Expenditures	\$ -	\$ -	\$ -	\$ 8,027	
Net	\$ -	\$ -	\$ -	\$ 46,928	
Capital Projects Fund:					
Income	\$ 23,035	\$ 34,286	\$ 66,628	\$ 808,112	
Expenditures	\$ -	\$ -	\$ 338	\$ 88,734	
Transfers Out	\$ -	\$ -	\$ -	\$ -	
Net	\$ 23,035	\$ 34,286	\$ 66,290	\$ 719,378	
Total Funds:					
Income	\$ 543,848	\$ 858,398	\$ 2,501,139	\$ 3,440,885	
Expenditures	\$ 536,310	\$ 611,594	\$ 2,177,857	\$ 2,862,185	
Transfers In / (Out)	\$ -	\$ -	\$ -	\$ -	
Net All Funds	\$ 7,538	\$ 246,804	\$ 323,282	\$ 578,700	
Sales Tax Collections (Actual Received):					
Crime Control District	\$ 51,379	\$ 48,771	\$ 211,062	\$ 194,492	
EDC	\$ 51,394	\$ 48,420	\$ 215,088	\$ 193,940	
General Fund	\$ 205,574	\$ 193,680	\$ 844,353	\$ 775,761	
Ad Valorem Tax Offset	\$ 51,394	\$ 48,420	\$ 215,088	\$ 193,940	
For Street Maintenance	\$ 51,394	\$ 48,420	\$ 215,088	\$ 193,940	
Net Sales Tax	\$ 411,133	\$ 387,711	\$ 1,700,679	\$ 1,552,075	

Annexed Area to S.A. \$ (95,546) \$ (102,487) \$ (315,627) \$ (393,660)

We recommend that this Treasurer's Report be approved.

Respectfully Submitted,

Sarah Mangham
Municipal Finance Officer

CITY OF WINDCREST FINANCE SUMMARY
For the Period Ending January 2015

	Account	Interest Rate
Frost Bank Accounts:		
Pooled Checking	\$ 549,928	0.01%
General Fund Money Market	\$ 627,547	0.01%
General Fund Development Escrow	\$ -	0.01%
General Fund Certificate of Deposit	\$ 25,000	0.23%
Garbage Fund Checking	\$ 51,223	0.01%
Garbage Fund Money Market	\$ 460	0.01%
Windcrest Animal Control Task Force	\$ 2,327	0.01%
Debt Service Fund	\$ 0	0.01%
Capital Projects Street Fund	\$ 24,013	0.01%
Hotel/Motel Occupancy Tax Fund	\$ 103,987	0.01%
Windcrest Crime Control & Prevention Dist. Fund	\$ 260,407	0.01%
Economic Development Corporation	\$ 4,718	0.01%
Economic Development Corporation Escrow	\$ 25,003	0.01%
Asset Forfeiture/Seizure Savings (Federal)	\$ 347	0.01%
County Fire Contribution Savings	\$ 2	0.01%
School Crossing Guard Savings	\$ 14,076	0.01%
Dare Program Fund Savings	\$ -	0.01%
Police Donation Savings	\$ 5,970	0.01%
Asset Forfeiture/Seizure Savings (State)	\$ 384	0.01%
Police Education/Training Savings	\$ 5,059	0.01%
Roosevelt Scholarship Fund	\$ 4,093	0.01%
Municipal Court Technology Fund	\$ 42,447	0.01%
Municipal Court Building Security Fund	\$ 707	0.01%
Total - Frost National Bank	\$ 1,747,697	
INVESTMENTS:		
IBC Bank Escrow CD Account	\$ 203,873	0.60%
Texpool (breakout by fund on following page)	\$ 172,170	0.1590%
Texpool for Streets	\$ 10,246	0.1590%
Total TexPool	\$ 182,416	
TOTAL ALL FUNDS	\$ 2,133,985	

Texpool Breakout by Fund

Balance		
Fund #	Fund Name	1/31/2015
1	General Fund	119,479.51
2	Garbage	40,432.15
17	Debt Service	-
19	Capital Project Street	8,312.08
13	Economic Dev. Fund	-
5	County Fire Contribution	3,946.07
9	Asset Seizure Fund - State	-
	Total	172,169.81

01 -GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
01-1100	CASH - FROST OPERATING	0.00
01-1102	CLAIM ON CASH	613,450.32
01-1105	SAVINGS	627,546.58
01-1110	PETTY CASH	1,200.00
01-1112	VISA CARDS-PETTY CASH	4,817.86
01-1116	INVESTMENT/CERT DEPOSIT	0.00
01-1120	CERT. OF DEPOSIT-RESTRICTED	25,000.00
01-1125	INVESTMENT/TEXPOOL	119,479.51
01-1126	FROST ESCROW	0.00
01-1127	IBC BANK ESCROW	203,872.73
01-1128	EXPENSE CARD	22,030.28
01-1201	PREPAID INSURANCE	150,598.74
01-1204	PREPAID SALES TAX	69,369.22
01-1205	PREPAID EMS SERVICE	0.00
01-1210	PREPAID VOLUNTEER PENSION	10,644.00
01-1215	PREPAID MAINTENANCE CONTRACTS	0.00
01-1310	DUE FROM GARBAGE FUND	59,100.00
01-1320	DUE FROM ASSET FORF/SEIZ	0.00
01-1325	DUE FROM S C G FUND	0.00
01-1330	DUE FROM COUNTY FIRE CONT	22,000.00
01-1335	DUE FROM DARE PROGRAM FN	0.00
01-1340	DUE FROM POLICE DONATION ACCT	1,200.00
01-1345	DUE FROM ASSET SEIZ/STATE	0.00
01-1350	DUE FROM POLICE TRAINING FUND	1,150.00
01-1351	DUE FROM ROOSEVELT SCHOLARSHIP	0.00
01-1353	DUE FROM COURT TECH. FUND	0.00
01-1354	DUE FROM COURT BLDG. SEC. FUND	0.00
01-1355	DUE FROM EDC	145,000.00
01-1356	DUE FROM HOTEL/MOTEL TAX FUND	39,225.00
01-1357	DUE FROM TX TAX NOTES 2002 FUN	30,000.00
01-1380	DUE FROM WCCPD	37,000.00
01-1381	DUE FROM TX TAX NOTES 2005	338,000.00
01-1383	DUE FROM HRA	48,207.00
01-1501	A/R-ADVALOREM TAXES	30,038.77
01-1504	ALLOWANCE FOR DOUBT -WARRANTS	(1,521,359.95)
01-1505	ALLOW FOR DOUBTFUL ACCTS	(7,012.35)
01-1510	A/R-SALES TAX	0.00
01-1515	A/R-LIQUOR TAX	171.31
01-1562	A/R - GRANT FUNDS	0.00
01-1601	A/R-MISC FEES	3,733.34
01-1602	A/R WARRANTS - CITY PORTION	1,690,399.95
01-1605	A/R-FRANCHISE	11,936.69
01-1608	A/R - UNAPPLIED CREDITS	0.00
01-1620	A/R-WATER DISTRICT #10	0.00
01-1635	A/R-MISC. II	4,166.67
		<u>2,780,965.67</u>

TOTAL ASSETS

2,780,965.67
=====

01 -GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
LIABILITIES		
=====		
01-2200	WAGES PAYABLE	(14,892.00)
01-2205	FED WITHHOLDING	(1,533.65)
01-2210	FICA PAYABLE - EMPLOYER	(909.27)
01-2215	FICA PAYABLE - EMPLOYEE	22.32
01-2220	MEDICARE PAYABLE EMPLOYER	76.84
01-2225	MEDICARE PAYABLE EMPLOYEE	7.22
01-2230	TMRS PAYABLE	245.11
01-2235	TWC TAXES PAYABLE	(15,819.36)
01-2240	TRUSTEE PAYABLE	2,087.62
01-2242	SEC 457B DEF.COMP. PAYABLE	4,225.71
01-2245	LIFE INSURANCE PAYABLE	(17,254.88)
01-2248	LEGALSHIELD VOL DED	0.00
01-2250	SUPPLEMENTAL INSURANCE	(37,295.36)
01-2251	DEPENDENT DENTAL INSURANCE	13,260.53
01-2252	DEPENDENT VISION INSURANCE	595.78
01-2255	DEP HLTH/OPT LIFE PAYABLE	11,112.04
01-2256	A/P FSA Med Ded	0.00
01-2257	A/P FSA DEP DED	0.00
01-2258	DUE TO EWALD TRACTOR	0.00
01-2259	A/P MISC DED	(137.00)
01-2310	DUE TO GARBAGE FUND	0.00
01-2320	DUE TO ASSET FORF/SEIZ FN	0.00
01-2325	DUE TO S.C.G. FUND	101.29
01-2330	DUE TO COUNTY FIRE CONTRI	0.00
01-2335	DUE TO DARE PROGRAM FUND	0.00
01-2340	DUE TO POLICE DONATION FUND	0.00
01-2345	DUE TO ASSET SEIZURE/STAT	0.00
01-2350	DUE TO POLICE TRAINING FUND	0.00
01-2351	DUE TO ROOSEVELT SCHOLARSHIP	0.00
01-2353	DUE TO COURT TECHNOLOGY FUND	0.00
01-2354	DUE TO COURT BLDG SECURITY FUN	0.00
01-2355	DUE TO EDC FUND	0.00
01-2356	DUE TO HOTEL/MOTEL TAX FUND	(426.00)
01-2357	DUE TO TEXAS TAX NOTE FUND	0.00
01-2358	DUE TO WCC&PD FUND	0.00
01-2400	A/P PENDING	188,475.34
01-2401	A/P-GENERAL FUND	0.00
01-2402	A/P-COMP TO VICTIMS(CVC)	220.64
01-2403	A/P-REHABILITATION(CR)	0.00
01-2404	A/P-CRIMINAL JUSTICE(CJP)	0.00
01-2405	A/P-PERSONNEL TRAIN(JCPT)	29.42
01-2406	A/P-MANAGEMENT(LEMI)	0.00
01-2407	A/P-OFFICIERS ADM(LEOA)	0.00
01-2408	A/P-GENERAL REVENUE (GR)	0.00
01-2409	A/P-LIAB INS (OCL)	0.00
01-2410	A/P-SALES TAX	(39,600.54)
01-2411	BOND ESCROW	11,318.00
01-2412	A/P-CONTINUING ED(LEOCE)	0.00

01 -GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
01-2413	A/P TIME PAYMENT	1,627.23
01-2414	A/P MUN. BLDG. SECURITY (MCBS)	0.00
01-2415	A/P FUGITIVE APPREHENSION (FA)	(8.55)
01-2416	A/P CONSOLIDATED CRT COST(CCC)	39,606.14
01-2417	A/P JUVENILE CRIME(JCD)	7.36
01-2418	A/P FTA FEE (FTA)	6,143.66
01-2420	DEPOSITS-CONTRACTORS	0.00
01-2421	A/P-RESTITUTION	0.00
01-2422	DEPOSITS-VEHICLE STORAGE	5,954.38
01-2423	AP-CHILD SAFETY SEAT & BELT	139.75
01-2424	A/P CORRECTIONAL MGMT (CMI)	7.36
01-2425	DEPOSITS-CIVIC CENTER	(22,025.00)
01-2426	A/P INDIGENT DEFENSE FEE	2,023.89
01-2427	DEPOSITS - TACO CABANA	0.00
01-2428	A/P - MUNI SVC BUREAU	42.93
01-2429	A/P - STATE TRAFFIC FEES	25,889.39
01-2430	BOND REFUNDS	(8,846.00)
01-2431	A/P - STATE JURY FEE (SJRF)	4,134.05
01-2432	A/P - EXPUNCTION FEE (EXPUNG)	0.00
01-2433	A/P-RESTITUT FEE-STATE (RSTS)	0.00
01-2434	A/P-JUDICIAL FEE-STATE (JFCT)	5,527.68
01-2436	A/P-LINEBARGER COURT COLLECTIO	18,921.10
01-2437	A/P-CIVIL JUSTICE FINE (CJFS)	124.95
01-2440	FROST BANK ESCROW FUNDS	0.00
01-2470	ACCRUED COMPENSATED ABSENCES	0.00
01-2471	PENDING PRIOR PERIOD AJE	(70,914.07)
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	23,026.42
01-2502	DEFERRED REVENUE - OTHER	0.00
01-2503	DEFERRED REVENUE - WARRANTS	169,040.00
	TOTAL LIABILITIES	<u>304,332.47</u>
QUITY		
=====		
01-3201	FUND BALANCE	2,245,336.82
01-3202	FUND BALANCE-RESTRICTED	0.00
01-3205	FOR ECONOMIC IMPACT	0.00
01-3207	FOR CASHFLOW	0.00
01-3209	FOR EMERGENCY CONTINGENCY	0.00
01-3213	FOR STREET MAINTENANCE	0.00
01-3214	FOR STREET SWEEPER	0.00
	TOTAL BEGINNING EQUITY	<u>2,245,336.82</u>
	TOTAL REVENUE	2,096,414.11
	TOTAL EXPENSES	<u>1,865,222.76</u>
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	231,191.35
	TOTAL EQUITY & FUND BALANCE	<u>2,476,528.17</u>
	TOTAL LIABILITIES, EQUITY & FUND BALANCE	2,780,860.64
		=====

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2015

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
<u>REVENUE SUMMARY</u>								
ALL REVENUES	6,243,631	6,243,631	520,400.72	2,096,414.11	2,142,047.15	0.00	33.58	4,147,216.89
TOTAL REVENUES	6,243,631	6,243,631	520,400.72	2,096,414.11	2,142,047.15	0.00	33.58	4,147,216.89
<u>EXPENDITURE SUMMARY</u>								
<u>1-ADMINISTRATION</u>								
SALARIES & BENEFITS	157,334	157,334	9,648.06	42,664.56	41,916.16	0.00	27.12	114,669.44
OTHER EXPENSES	89,400	89,400	8,949.62	26,601.74	36,607.57	0.00	29.76	62,798.26
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 01-ADMINISTRATION	246,734	246,734	18,597.68	69,266.30	78,523.73	0.00	28.07	177,467.70
<u>2-POLICE DEPARTMENT</u>								
SALARIES & BENEFITS	1,740,330	1,740,330	129,560.60	522,061.13	472,162.72	0.00	30.00	1,218,268.87
OTHER EXPENSES	148,608	148,608	7,261.20	27,750.37	28,153.76	0.00	18.67	120,857.63
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 02-POLICE DEPARTMENT	1,888,938	1,888,938	136,821.80	549,811.50	500,316.48	0.00	29.11	1,339,126.50
<u>3-FIRE DEPARTMENT</u>								
SALARIES & BENEFITS	154,252	154,252	8,201.46	37,480.52	41,982.51	0.00	24.30	116,771.48
OTHER EXPENSES	118,633	118,633	4,367.29	17,015.58	21,183.12	0.00	14.34	101,617.42
CAPITAL EXPENSES	180,000	180,000	0.00	130,153.84	0.00	0.00	72.31	49,846.16
TOTAL 03-FIRE DEPARTMENT	452,885	452,885	12,568.75	184,649.94	63,165.63	0.00	40.77	268,235.06
<u>4-SPECIAL SERVICES</u>								
SALARIES & BENEFITS	73,872	83,972	4,612.14	20,529.73	25,532.34	0.00	24.45	63,442.27
OTHER EXPENSES	134,349	124,249	16,897.18	69,771.60	42,032.26	0.00	56.15	54,477.40
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 04-SPECIAL SERVICES	208,221	208,221	21,509.32	90,301.33	67,564.60	0.00	43.37	117,919.67
SALARIES & BENEFITS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
OTHER EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
<u>6-PARKS & RECREATION</u>								
SALARIES & BENEFITS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
OTHER EXPENSES	138,847	138,847	4,103.38	10,630.98	30,253.20	0.00	7.66	128,216.32
CAPITAL EXPENSES	187,400	187,400	0.00	0.00	174,041.18	0.00	0.00	187,400.00
TOTAL 06-PARKS & RECREATION	326,247	326,247	4,103.38	10,630.98	204,294.38	0.00	3.26	315,616.32

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2015

J1 -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
<u>07-FLEET MECHANIC</u>								
SALARIES & BENEFITS	56,681	56,681	3,544.48	16,772.96	16,752.74	0.00	29.59	39,908.04
OTHER EXPENSES	134,952	134,952	9,602.66	43,957.83	38,177.29	0.00	32.57	90,994.17
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 07-FLEET MECHANIC	191,633	191,633	13,147.14	60,730.79	54,930.03	0.00	31.69	130,902.21
<u>08-COURT</u>								
SALARIES & BENEFITS	286,576	286,576	20,647.73	93,408.79	92,395.03	0.00	32.59	193,167.21
OTHER EXPENSES	33,500	33,500	935.71	7,831.17	5,534.86	0.00	23.38	25,668.83
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 08-COURT	320,076	320,076	21,583.44	101,239.96	97,929.89	0.00	31.63	218,836.04
<u>DEPT 09</u>								
OTHER EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL DEPT 09	0	0	0.00	0.00	0.00	0.00	0.00	0.00
<u>10-FACILITY DIVISION</u>								
OTHER EXPENSES	151,700	151,700	22,779.55	50,111.31	45,374.61	0.00	33.03	101,588.69
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 10-FACILITY DIVISION	151,700	151,700	22,779.55	50,111.31	45,374.61	0.00	33.03	101,588.69
<u>11-CIVIC CENTER</u>								
SALARIES & BENEFITS	141,533	141,533	5,955.20	30,267.37	26,093.78	0.00	21.39	111,265.63
OTHER EXPENSES	48,400	48,400	2,262.14	6,435.51	6,715.08	0.00	13.30	41,964.49
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 11-CIVIC CENTER	189,933	189,933	8,217.34	36,702.88	32,808.86	0.00	19.32	153,230.12
<u>14-CONTRACT SERVICES</u>								
OTHER EXPENSES	461,837	461,837	49,523.90	189,489.29	164,476.97	0.00	41.03	272,347.71
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 14-CONTRACT SERVICES	461,837	461,837	49,523.90	189,489.29	164,476.97	0.00	41.03	272,347.71
<u>15-TECH SUPPORT</u>								
SALARIES & BENEFITS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
OTHER EXPENSES	231,248	231,248	28,888.52	63,971.63	80,673.66	0.00	27.66	167,276.37
CAPITAL EXPENSES	0	0	109.11	0.00	38,850.34	0.00	0.00	0.00
TOTAL 15-TECH SUPPORT	231,248	231,248	28,779.41	63,971.63	119,524.00	0.00	27.66	167,276.37
<u>16-PUBLIC WORKS</u>								
SALARIES & BENEFITS	461,414	461,414	31,501.10	145,038.71	162,065.64	0.00	31.43	316,375.29
OTHER EXPENSES	89,875	89,875	12,609.23	26,029.99	26,110.70	0.00	28.96	63,845.01
CAPITAL EXPENSES	46,524	46,524	6,137.00	39,660.87	20,486.52	0.00	85.25	6,863.13
TOTAL 16-PUBLIC WORKS	597,813	597,813	50,247.33	210,729.57	208,662.86	0.00	35.25	387,083.43
<u>17-ANIMAL CONTROL</u>								
SALARIES & BENEFITS	67,892	67,892	4,894.43	22,515.22	14,813.68	0.00	33.16	45,376.78
OTHER EXPENSES	34,800	34,800	4,605.72	9,946.77	12,461.14	0.00	28.58	24,853.23
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 17-ANIMAL CONTROL	102,692	102,692	9,500.15	32,461.99	27,274.82	0.00	31.61	70,230.01

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2015

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
<u>18-WCCPD</u>								
SALARIES & BENEFITS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 18-WCCPD	0	0	0.00	0.00	0.00	0.00	0.00	0.00
<u>19-CODE ENFORCEMENT</u>								
SALARIES & BENEFITS	58,263	58,263	3,515.63	15,730.23	16,267.35	0.00	27.00	42,532.77
OTHER EXPENSES	4,750	4,750	0.00	0.00	704.88	0.00	0.00	4,750.00
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 19-CODE ENFORCEMENT	63,013	63,013	3,515.63	15,730.23	16,972.23	0.00	24.96	47,282.77
<u>20-FINANCE</u>								
SALARIES & BENEFITS	155,838	156,138	12,730.12	53,663.34	52,500.97	0.00	34.37	102,474.66
OTHER EXPENSES	106,393	106,093	10,382.23	43,197.37	36,527.73	0.00	40.72	62,895.63
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 20-FINANCE	262,231	262,231	23,112.35	96,860.71	89,028.70	0.00	36.94	165,370.29
<u>21-ECONOMIC DEVELOPMENT(E</u>								
SALARIES & BENEFITS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
OTHER EXPENSES	0	0	0.00	139.78	0.00	0.00	0.00	139.78
OTHER INCOME/EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 21-ECONOMIC DEVELOPMENT(E	0	0	0.00	139.78	0.00	0.00	0.00	139.78
<u>23-DEPT</u>								
OTHER EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 23-DEPT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
<u>25-CITY MANAGEMENT</u>								
SALARIES & BENEFITS	145,727	145,727	10,450.36	44,409.30	43,435.94	0.00	30.47	101,317.70
OTHER EXPENSES	15,740	15,740	689.92	749.66	2,499.25	0.00	4.76	14,990.34
OTHER INCOME/EXPENSES	110,000	110,000	0.00	0.00	724,972.00	0.00	0.00	110,000.00
TOTAL 25-CITY MANAGEMENT	271,467	271,467	11,140.28	45,158.96	770,907.19	0.00	16.64	226,308.04
<u>26-POOL</u>								
SALARIES & BENEFITS	62,696	62,696	26.25	2,108.75	1,635.00	0.00	3.36	60,587.25
OTHER EXPENSES	45,000	45,000	72.18	5,251.98	3,001.09	0.00	11.67	39,748.02
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 26-POOL	107,696	107,696	45.93	7,360.73	4,636.09	0.00	6.83	100,335.27
<u>27-POST OFFICE</u>								
SALARIES & BENEFITS	37,804	37,804	3,631.63	15,078.37	12,791.94	0.00	39.89	22,725.63
OTHER EXPENSES	19,200	19,200	1,300.10	19,685.68	3,001.60	0.00	102.53	485.68
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 27-POST OFFICE	57,004	57,004	4,931.73	34,764.05	15,793.54	0.00	60.99	22,239.95
<u>28-HUMAN RESOUCES</u>								
OTHER EXPENSES	95,517	95,517	864.51	15,110.83	24,710.79	0.00	15.82	80,406.17
TOTAL 28-HUMAN RESOUCES	95,517	95,517	864.51	15,110.83	24,710.79	0.00	15.82	80,406.17

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2015

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
<u>29-MERIT INCREASES</u>								
SALARIES & BENEFITS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 29-MERIT INCREASES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
<u>30-CAPITAL</u>								
OTHER EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
OTHER INCOME/EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 30-CAPITAL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
<u>00-GENERAL EXPENDITURES</u>								
SALARIES & BENEFITS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-GENERAL EXPENDITURES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	6,226,885	6,226,885	432,782.86	1,865,222.76	2,586,895.40	0.00	29.95	4,361,662.54
REVENUE OVER/(UNDER) EXPENDITURES	16,746	16,746	87,617.86	231,191.35 (	444,848.25)	0.00	1,380.60 (	214,445.65)

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2015

31 -GENERAL 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
01-4101 ADVALOREM TAX CURRENT	1,644,097	1,644,097	239,317.97	1,183,098.38	1,291,888.07	0.00	71.96	460,998.62
01-4105 ADVALOREM TAX DELINQUENT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-4110 ADVALOREM TAX PEN & INT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-4115 SALES TAX	1,973,859	1,973,859	92,140.22	308,507.96	332,459.35	0.00	15.63	1,665,351.04
01-4116 SALES TX-AD VALOREM TX OFFSET	487,618	487,618	23,034.32	66,626.25	83,115.50	0.00	13.66	420,991.75
01-4117 SALES TAX FOR STREET MAINT.	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-4118 HOTEL OCC. TAX FUND TRANSFER	189,933	189,933	63,311.00	63,311.00	0.00	0.00	33.33	126,622.00
01-4120 MIXED BEVERAGE GROSS RECEIPTS	26,510	26,510	4,855.97	10,078.01	9,982.68	0.00	38.02	16,431.99
01-4201 CPS ENERGY FRANCHISE FEES	482,000	482,000	0.00	142,823.39	85,822.28	0.00	29.63	339,176.61
01-4205 AT&T TELECOM FRANCHISE FEES	52,646	52,646	0.00	22,167.01	97.92	0.00	42.11	30,478.99
01-4210 TIME WARNER CABLE & TEL FEES	99,155	99,155	0.00	24,233.88	19,271.91	0.00	24.44	74,921.12
01-4211 TWC - PEG Fee 1%	12,000	12,000	0.00	3,212.16	3,410.02	0.00	26.77	8,787.84
01-4215 OTHER TELECOM FEES	29,745	29,745	15.39	1,059.84	6,855.97	0.00	3.56	28,685.16
01-4230 FRANCHISE FEES -WATER	13,525	13,525	0.00	2,602.73	0.00	0.00	19.24	10,922.27
01-4301 INTEREST	675	675	19.37	65.26	233.44	0.00	9.67	609.74
01-4302 FRANCHISE FEE- SANITATION	5,430	5,430	0.00	234.30	352.68	0.00	4.31	5,195.70
01-4310 COURT FINES	550,000	550,000	39,743.25	122,580.97	156,977.83	0.00	22.29	427,419.03
01-4352 WINDFEST	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-4354 FOREST OF ANGELS MEMORIAL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-4355 LITTLE LEAGUE FEES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-4357 CRABE MYRTLE DONATIONS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-4401 SWIMMING POOL FEES	36,480	36,480	0.00	144.00	0.00	0.00	0.39	36,336.00
01-4402 SWIMMING POOL CONCESSIONS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-4403 SWIMMING POOL B-PARTIES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-4408 CONTRACTOR ANNUAL REGISTRATION	3,850	3,850	300.00	1,000.00	820.00	0.00	25.97	2,850.00
01-4409 BUILDING PERMIT FEES	233,485	233,485	2,575.80	22,606.35	110,911.78	0.00	9.68	210,878.65
01-4410 FOOD PERMIT FEES	21,322	21,322	5,050.00	9,850.00	11,375.00	0.00	46.20	11,472.00
01-4420 LIQUOR LICENSE FEES	2,487	2,487	462.50	867.50	617.50	0.00	34.88	1,619.50
01-4425 VEHICLE STORAGE FEES	21,184	21,184	50.00	50.00	79.02	0.00	0.24	21,134.00
01-4430 CIVIC CENTER FEES	33,460	33,460	2,150.00	6,495.00	8,045.30	0.00	19.41	26,965.00
01-4435 DOG TAG & IMPOUNDMENT FEES	670	670	40.00	85.00	185.00	0.00	12.69	585.00
01-4440 MISCELLANEOUS FEES	7,500	7,500	105.70	704.28	5,396.71	0.00	9.39	6,795.72
01-4441 ALARM & PERMIT FEES	6,500	6,500	300.00	700.00	550.00	0.00	10.77	5,800.00
01-4442 PLATTING/ZONING/VAR FEES	1,500	1,500	35.00	35.00	150.00	0.00	2.33	1,465.00
01-4444 FOOD HANDLER TRAINING FEES	5,000	5,000	1,008.00	2,502.00	2,250.00	0.00	50.04	2,498.00
01-4450 POST OFFICE SUBSIDY	25,000	25,000	2,083.33	8,333.32	2,083.33	0.00	33.33	16,666.68
01-4451 EDC REIMBURSEMENT	23,000	23,000	7,666.66	7,666.66	0.00	0.00	33.33	15,333.34
01-4455 WCCPD REIMBURSEMENT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-4460 MISCELLANEOUS INCOME	0	0	303.57	32,274.51	9,273.90	0.00	0.00	32,274.51
01-4461 SPECIAL ITEM	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-4470 LEASE OF LAND	50,000	50,000	4,166.67	20,833.35	0.00	0.00	41.67	29,166.65
01-4471 LEASE OF BUILDING SPACE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-4475 INCOME - BAD DEBT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-4500 COURT TECHNOLOGY TRANS IN	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-4501 GARBAGE FUND ADMIN TRANSFER	95,000	95,000	31,666.00	31,666.00	0.00	0.00	33.33	63,334.00
01-4502 FIRE TRUCK REIMBURSEMENT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-4503 LASERFICHE RECORD SYS TRANSFER	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-4504 COURT SECURITY FUND TRANSFER	10,000	10,000	0.00	0.00	0.00	0.00	0.00	10,000.00
01-4507 GRANT PROCEEDS CJD	0	0	0.00	0.00	0.00	0.00	0.00	0.00

CITY OF WINCREST
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01 -GENERAL FUND

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REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
01-4508 GRANT PROCEEDS - AACOG	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-4509 GRANT PROCEEDS-TP&W	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-4510 GRANT PROCEEDS-TCFP	100,000	100,000	0.00	0.00	0.00	0.00	0.00	100,000.00
01-4511 GRANT PROCEEDS-DOJ	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-4512 GRANT PROCEEDS - TXDOT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-4900 PROCEEDS FROM CAPITAL LEASE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	6,243,631	6,243,631	520,400.72	2,096,414.11	2,142,047.15	0.00	33.58	4,147,216.89

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2015

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	101,710	101,710	8,283.18	32,071.96	32,808.11	0.00	31.53	69,638.04
01-501-011 ADMIN.LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-501-014 STIPEND	4,000	4,000	0.00	4,331.36	3,789.94	0.00	108.28 (	331.36)
01-501-015 ADMIN INCENTIVE PAY-BILINGUA	0	0	46.16	180.02	0.00	0.00	0.00 (	180.02)
01-501-018 ADMIN.EDUCATION PAY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-501-020 ADMIN. OVERTIME	2,700	2,700	71.52	396.47	1,458.44	0.00	14.68	2,303.53
01-501-030 SOCIAL SECURITY	10,012	10,012	638.97	3,183.58	3,143.17	0.00	31.80	6,828.42
01-501-040 HEALTH INSURANCE	30,113	30,113	0.00	0.00	2,444.73	0.00	0.00	30,113.00
01-501-045 INSURANCE - BCWID	0	0	0.00	0.00	4,875.95)	0.00	0.00	0.00
01-501-050 RETIREMENT	8,259	8,259	608.23	2,501.17	2,622.72	0.00	30.28	5,757.83
01-501-060 WORKERS' COMPENSATION	0	0	0.00	0.00	525.00	0.00	0.00	0.00
01-501-070 UNEMPLOYMENT COMPENSATION	540	540	0.00	0.00	0.00	0.00	0.00	540.00
01-501-095 TERMINATION PAY-OUT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	157,334	157,334	9,648.06	42,664.56	41,916.16	0.00	27.12	114,669.44
OTHER EXPENSES								
01-501-130 BONDS & TRAINING	5,000	5,000	835.70	1,418.84	1,084.50	0.00	28.38	3,581.16
01-501-151 Contract Svc - Inspections	53,450	53,450	6,175.00	18,941.90	23,100.00	0.00	35.44	34,508.10
01-501-420 OFFICE SUPPLIES	5,000	5,000	368.31	1,048.12	1,703.03	0.00	20.96	3,951.88
01-501-431 EMPLOYEE APPRECIATION LUNCHE	0	0	0.00	8.30	0.00	0.00	0.00 (	8.30)
01-501-440 ELECTION SUPPLIES	20,000	20,000	0.00	0.00	5,489.66	0.00	0.00	20,000.00
01-501-600 OFFICE EQUIPMENT & MAINT	1,000	1,000	80.00	160.00	3,643.50	0.00	16.00	840.00
01-501-650 VEHICLE EXPENSE	750	750	0.00	0.00	0.00	0.00	0.00	750.00
01-501-700 CONTINGENCIES	4,200	4,200	1,490.61	5,024.58	1,586.88	0.00	119.63 (	824.58)
TOTAL OTHER EXPENSES	89,400	89,400	8,949.62	26,601.74	36,607.57	0.00	29.76	62,798.26
CAPITAL EXPENSES								
01-501-800 CAPITAL EXPENDITURES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 01-ADMINISTRATION	246,734	246,734	18,597.68	69,266.30	78,523.73	0.00	28.07	177,467.70

2-POLICE DEPARTMENT

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SALARIES & BENEFITS

01-502-010 POLICE SALARIES	949,071	949,071	75,279.34	291,197.28	243,553.38	0.00	30.68	657,873.72
01-502-011 POLICE LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-502-012 CIVILIAN SALARIES	202,431	200,031	10,839.21	42,119.36	51,507.71	0.00	21.06	157,911.64
01-502-013 CIVILIAN LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-502-014 POLICE SPECIAL ASSIGNMENT SA	10,200	10,200	530.80	2,070.12	2,123.20	0.00	20.30	8,129.88
01-502-015 POL INCENTIVE PAY-BILING & S	12,300	12,300	719.72	2,667.38	1,480.00	0.00	21.69	9,632.62
01-502-016 CIV.INCENTIVE PAY-BILING & S	2,400	2,400	100.39	412.66	420.12	0.00	17.19	1,987.34

% OF YEAR COMPLETED: 33.33

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CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2015

J1 -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								
01-503-010 FIRE DEPT. SALARIES	100,640	100,640	7,345.52	29,348.96	27,811.76	0.00	29.16	71,291.04
01-503-011 FIRE DEPT. LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-503-012 STIPEND	2,500	2,500	0.00	1,624.26	2,707.10	0.00	64.97	875.74
01-503-015 FIRE INCENTIVE PAY-BILINGUAL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-503-020 FIRE OVERTIME	900	900	65.80	833.61	148.13	0.00	92.62	66.39
01-503-030 SOCIAL SECURITY	8,286	8,286	563.53	2,767.10	2,593.09	0.00	33.39	5,518.90
01-503-040 HEALTH INSURANCE	15,056	15,056	0.00	0.00	939.02	0.00	0.00	15,056.00
01-503-050 RETIREMENT	2,528	2,528	226.61	969.59	742.41	0.00	38.35	1,558.41
01-503-060 WORKERS' COMPENSATION	1,937	1,937	0.00	1,937.00	1,137.00	0.00	100.00	0.00
01-503-070 UNEMPLOYMENT COMPENSATION	405	405	0.00	0.00	0.00	0.00	0.00	405.00
01-503-080 VOLUNTEER PENSION FUND	22,000	22,000	0.00	0.00	5,904.00	0.00	0.00	22,000.00
01-503-095 TERMINATION PAY-OUT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	154,252	154,252	8,201.46	37,480.52	41,982.51	0.00	24.30	116,771.48
OTHER EXPENSES								
01-503-130 TRAINING	5,000	5,000	0.00	0.00	1,000.00	0.00	0.00	5,000.00
01-503-140 EMPLOYMENT SCREENING	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-503-150 HAZMAT PROGRAM	1,000	1,000	0.00	0.00	0.00	0.00	0.00	1,000.00
01-503-215 MOBILE PHONES CONTRACT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-503-220 MOBILE PHONES MAINTENANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-503-221 MOBILE DATA TERMINAL SERVICE	5,500	5,500	0.00	397.21	570.29	0.00	7.22	5,102.79
01-503-223 PAGER CONTRACT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-503-224 PAGER MAINTENANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
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	0.00	0.00	0.00	0.00	7,500.00
01-503-229 RADIO MAINTENANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-503-396 EOC EQUIPMENT & SUPPLIES	1,000	1,000	0.00	600.00	337.30	0.00	60.00	400.00
01-503-420 OFFICE SUPPLIES	1,600	1,600	1,361.68	1,293.68	396.00	0.00	80.86	306.32
01-503-430 SUPPLIES & EQUIPMENT	5,500	5,500	55.00	55.00	2,106.83	0.00	1.00	5,445.00
01-503-431 EMPLOYEE APPRECIATION LUNCHE	0	0	0.00	235.35	361.00	0.00	0.00	235.35
01-503-450 MEDICAL SUPPLIES	1,500	1,500	0.00	0.00	2,175.17	0.00	0.00	1,500.00
01-503-460 MEDICAL TRAINING	2,700	2,700	0.00	0.00	840.45	0.00	0.00	2,700.00
01-503-480 UNIFORM ALLOWANCE	1,800	1,800	0.00	0.00	0.00	0.00	0.00	1,800.00
01-503-503 VEHICLE PARTS - FIRE	4,500	4,500	0.00	0.00	49.96	0.00	0.00	4,500.00
01-503-540 VEHICLE FUEL	22,218	22,218	1,600.58	5,288.04	6,323.12	0.00	23.80	16,929.96
01-503-603 VEHICLE OUTSIDE MAINT. FIRE	23,415	23,415	0.00	0.00	1,998.50	0.00	0.00	23,415.00
01-503-610 DORM - TELEPHONE	0	0	0.00	0.00	393.58	0.00	0.00	0.00
01-503-620 DORM - UTILITIES & CABLE	14,000	14,000	578.78	6,207.73	2,516.43	0.00	44.34	7,792.27
01-503-630 DORM - REPAIRS & MAINT	7,000	7,000	0.00	0.00	135.51	0.00	0.00	7,000.00
01-503-700 CONTINGENCIES	0	0	0.00	307.32	0.00	0.00	0.00	307.32
01-503-703 LEASE PURCHASE - FIRE DEPT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-503-704 LEASE PURCHASE - INTEREST	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-503-710 TRAVEL	0	0	0.00	0.00	0.00	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	8,500	8,500	771.25	2,631.25	4,250.00	0.00	30.96	5,868.75
01-503-750 SCBA TESTS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-503-760 LADDER TESTS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER EXPENSES	118,633	118,633	4,367.29	17,015.58	21,183.12	0.00	14.34	101,617.42

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2015

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								
01-503-800 CAPITAL EXPENDITURES	180,000	180,000	0.00	130,153.84	0.00	0.00	72.31	49,846.16
TOTAL CAPITAL EXPENSES	180,000	180,000	0.00	130,153.84	0.00	0.00	72.31	49,846.16
TOTAL 03-FIRE DEPARTMENT								
	452,885	452,885	12,568.75	184,649.94	63,165.63	0.00	40.77	268,235.06
04-SPECIAL SERVICES								
SALARIES & BENEFITS								
01-504-009 SALARIES	43,260	43,260	2,659.83	12,067.80	13,775.32	0.00	27.90	31,192.20
01-504-010 SALARIES - MAYOR & COUNCIL	0	10,100	1,320.00	4,320.00	4,200.00	0.00	42.77	5,780.00
01-504-011 SALARIES - PLANNING & ZONING	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-504-012 SALARIES-CITY MANAGER	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-504-013 LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-504-014 STIPEND	1,500	1,500	0.00	1,582.84	1,582.84	0.00	105.52 (	82.84)
01-504-030 SOCIAL SECURITY	3,309	3,309	267.74	1,274.37	1,559.80	0.00	38.51	2,034.63
01-504-040 HEALTH INSURANCE	22,584	22,584	0.00	0.00	2,999.60	0.00	0.00	22,584.00
01-504-050 RETIREMENT	2,730	2,730	192.57	930.72	1,264.78	0.00	34.09	1,799.28
01-504-060 WORKERS COMPENSATION	354	354	172.00	354.00	150.00	0.00	100.00	0.00
01-504-070 UNEMPLOYMENT COMP	135	135	0.00	0.00	0.00	0.00	0.00	135.00
TOTAL SALARIES & BENEFITS	73,872	83,972	4,612.14	20,529.73	25,532.34	0.00	24.45	63,442.27
OTHER EXPENSES								
01-504-110 BANK ACTIVITY CHARGES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-504-120 DUES & SUBSCRIPTIONS	4,085	4,085	335.00	445.75	1,091.67	0.00	10.91	3,639.25
01-504-135 EMPLOYEE RECOGNITION PROG	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-504-140 EMPLOYEE APPRECIATION FUND	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-504-145 EMPLOYEE WELLNESS PROGRAM	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-504-400 CITIZEN'S PATROL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-504-420 COPIER PAPER	500	500	0.00 (	38.00)	30.98	0.00	7.60-	538.00
01-504-440 ELECTION SUPPLIES/EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-504-460 SPECIAL EVENTS	18,500	17,000	2,802.51	7,510.51	5,684.77	0.00	44.18	9,489.49
01-504-470 LIGHT UP	38,000	39,500	8,071.55	38,576.60	24,145.49	0.00	97.66	923.40
01-504-475 50th ANNIVERSARY EVENTS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-504-480 WINDCREST PROUD	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-504-485 WINDFEST	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-504-486 FIREMAN'S PICNIC & WINDFEST	5,000	5,000	0.00	0.00	0.00	0.00	0.00	5,000.00
01-504-490 WINDCREST YOUTH ACTIVITIES	5,500	5,500	294.00	294.00	3,324.06	0.00	5.35	5,206.00
01-504-590 POSTAGE	28,000	18,000	789.60	10,064.73	1,633.91	0.00	55.92	7,935.27
01-504-609 TRANSFER TO FRIENDS OF ANIMA	2,000	2,000	0.00	1,219.55	34.11	0.00	60.98	780.45
01-504-610 NEWSLETTER	0	10,000	2,295.26	6,426.02	0.00	0.00	64.26	3,573.98
01-504-630 LEGAL ADVERTISING	13,400	13,400	0.00	781.12	2,376.27	0.00	5.83	12,618.88
01-504-635 ADVERTISING	4,000	4,000	239.27	2,639.27	3,259.79	0.00	65.98	1,360.73
01-504-645 MAYOR - COUNCIL EXPENSES	14,400	4,300	2,069.99	1,852.05	398.94	0.00	43.07	2,447.95
01-504-650 MILEAGE & ENTERTAINMENT EXPE	964	964	0.00	0.00	52.27	0.00	0.00	964.00
TOTAL OTHER EXPENSES	134,349	124,249	16,897.18	69,771.60	42,032.26	0.00	56.15	54,477.40

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2015

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
<u>CAPITAL EXPENSES</u>								
01-504-800 CAPITAL EXPENDITURES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 04-SPECIAL SERVICES	208,221	208,221	21,509.32	90,301.33	67,564.60	0.00	43.37	117,919.67
 <u>SALARIES & BENEFITS</u>								
01-505-010 SALARIES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-505-011 LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-505-020 OVERTIME	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-505-030 SOCIAL SECURITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-505-040 HEALTH INSURANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-505-050 RETIREMENT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-505-060 WORKERS' COMPENSATION	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-505-070 UNEMPLOYMENT COMPENSATION	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
 <u>OTHER EXPENSES</u>								
01-505-100 UTILITIES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-505-130 TRAINING	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-505-225 RADIO MAINTNANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-505-240 CONTRACT MAINTENANCE OUTS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-505-430 SUPPLIES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-505-480 UNIFORM ALLOWANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-505-500 VEHICLE PARTS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-505-510 VEHICLE OUTSIDE MAINTENAN	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-505-520 EQUIPMENT REPAIR	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-505-525 EQUIPMENT RENTAL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-505-530 STREET SIGNS & MARKERS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-505-700 CONTINGENCIES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-505-710 STREET CRACK FILLING MATERIA	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-505-720 ALLEY CURB/SIDEWALK REPAIR	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-505-750 1998 FLOOD DAMAGE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
 <u>CAPITAL EXPENSES</u>								
01-505-800 CAPITAL EXPENDITURES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-505-810 STREET CAPITAL REPAIRS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	0	0	0.00	0.00	0.00	0.00	0.00	0.00

CITY OF WINCREST
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AS OF: JANUARY 31ST, 2015

01 -GENERAL FUND

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06-PARKS & RECREATION								
SALARIES & BENEFITS								
01-506-010 POOL SALARIES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-506-011 LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-506-020 OVERTIME	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-506-030 SOCIAL SECURITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-506-040 HEALTH INSURANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-506-050 RETIREMENT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-506-060 WORKERS' COMPENSATION	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-506-070 UNEMPLOYMENT COMP-POOL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
OTHER EXPENSES								
01-506-100 UTILITIES	0	0	5,269.63	0.30	7,100.24	0.00	0.00	0.30
01-506-130 TRAINING	2,000	2,000	0.00	0.00	327.88	0.00	0.00	2,000.00
01-506-240 CONTRACT MAINTENANCE OUTS	3,500	3,500	319.84	1,019.68	769.52	0.00	29.13	2,480.32
01-506-250 CONTRACT MAINT.-GREEN BEL	55,272	55,272	0.00	0.00	10,536.68	0.00	0.00	55,272.30
01-506-255 CONTRACT SERVICES - POOL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-506-260 GREEN BELT CLEANING	2,500	2,500	0.00	0.00	0.00	0.00	0.00	2,500.00
01-506-430 SUPPLIES	12,000	12,000	0.00	954.41	4,922.44	0.00	7.95	11,045.59
01-506-431 EMPLOYEE APPRECIATION LUNCHE	75	75	0.00	0.00	0.00	0.00	0.00	75.00
01-506-520 EQUIPMENT REPAIR	8,000	8,000	59.98	59.98	1,914.39	0.00	0.75	7,940.02
01-506-630 FACILITY MAINTENANCE	26,000	26,000	415.98	489.80	1,157.83	0.00	1.88	25,510.20
01-506-631 POND MAINTENANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-506-635 TREES / SHRUBS/LANDSCAPING	29,000	29,000	370.45	8,107.41	3,524.22	0.00	27.96	20,892.59
01-506-700 CONTINGENCIES	500	500	0.00	0.00	0.00	0.00	0.00	500.00
TOTAL OTHER EXPENSES	138,847	138,847	4,103.38	10,630.98	30,253.20	0.00	7.66	128,216.32
CAPITAL EXPENSES								
01-506-800 CAPITAL EXPENDITURE	18,000	18,000	0.00	0.00	46,271.70	0.00	0.00	18,000.00
01-506-810 CAPITAL IMPROVEMENTS	169,400	169,400	0.00	0.00	127,769.48	0.00	0.00	169,400.00
TOTAL CAPITAL EXPENSES	187,400	187,400	0.00	0.00	174,041.18	0.00	0.00	187,400.00
TOTAL 06-PARKS & RECREATION	326,247	326,247	4,103.38	10,630.98	204,294.38	0.00	3.26	315,616.32
7-FLEET MECHANIC								
SALARIES & BENEFITS								
01-507-010 MECHANIC SALARIES	40,316	40,316	3,102.93	12,078.31	12,063.03	0.00	29.96	28,237.69
01-507-011 MECHANIC LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-507-012 STIPEND	1,000	1,000	82.84	1,000.00	1,082.84	0.00	100.00	0.00
01-507-015 MECHANIC INCENTIVE PAY-BILIN	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-507-020 OVERTIME	600	600	23.84	469.77	184.04	0.00	78.30	130.23
01-507-030 SOCIAL SECURITY	3,278	3,278	274.17	1,062.06	977.21	0.00	32.40	2,215.94
01-507-040 HEALTH INSURANCE	7,528	7,528	0.00	0.00	890.20	0.00	0.00	7,528.00

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01-507-050 RETIREMENT	2,624	2,624	226.38	962.82	955.42	0.00	36.69	1,661.18
01-507-060 WORKERS' COMPENSATION	1,200	1,200	0.00	1,200.00	600.00	0.00	100.00	0.00
01-507-070 UNEMPLOYMENT COMPENSATION	135	135	0.00	0.00	0.00	0.00	0.00	135.00
01-507-090 TERMINATION PAY-OUT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	56,681	56,681	3,544.48	16,772.96	16,752.74	0.00	29.59	39,908.04
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
01-507-315 VEHICLE DEDUCTIBLE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-507-420 OFFICE SUPPLIES	250	250	0.00	0.00	0.00	0.00	0.00	250.00
01-507-430 FLEET TOOLS & SUPPLIES	6,000	6,000	119.22	1,415.07	764.52	0.00	23.58	4,584.93
01-507-431 EMPLOYEE APPRECIATION LUNCHE	75	75	0.00	0.00	0.00	0.00	0.00	75.00
01-507-450 ENVIRONMENTAL FEES	700	700	0.00	422.10	23.50	0.00	60.30	277.90
01-507-480 UNIFORM ALLOWANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-507-501 VEHICLE PARTS-ADMIN	500	500	0.00	0.00	484.44	0.00	0.00	500.00
01-507-502 VEHICLE PARTS-POLICE	14,000	14,000	2,421.59	4,260.34	3,763.52	0.00	30.43	9,739.66
01-507-503 VEHICLE PARTS-FIRE	3,500	3,500	0.00	210.01	316.32	0.00	6.00	3,289.99
01-507-506 VEHICLE PARTS-PARKS & REC	1,750	1,750	604.60	1,170.59	20.20	0.00	66.89	579.41
01-507-508 VEHICLE PARTS-WARRANT OFFICE	500	500	0.00	0.00	0.00	0.00	0.00	500.00
01-507-515 VEHICLE PARTS-EMC/TECH	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-507-516 VEHICLE PARTS-PUBLIC WORKS	12,000	12,000	887.81	2,203.17	659.52	0.00	18.36	9,796.83
01-507-518 DEBT SERVICE - INTEREST	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-507-519 VEHICLE PARTS-INSPECTION	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-507-520 EQUIPMENT REPAIR	12,000	12,000	982.97	8,379.76	1,990.65	0.00	69.83	3,620.24
01-507-540 VEHICLE FUEL	38,500	38,500	1,830.67	4,796.61	10,080.50	0.00	12.46	33,703.39
01-507-602 VEHICLE OUTSIDE MAINT-POLICE	16,500	16,500	2,683.90	5,672.06	5,244.91	0.00	34.38	10,827.94
01-507-603 VEHICLE OUTSIDE MAINT-FIRE	7,000	7,000	0.00	2,512.83	1,589.38	0.00	35.90	4,487.17
01-507-606 VEHICLE OUTSIDE MAINT-PARKS&	1,000	1,000	71.90	71.90	565.76	0.00	7.19	928.10
01-507-608 VEHICLE OUTSIDE MAINT-WRNT O	500	500	0.00	0.00	0.00	0.00	0.00	500.00
01-507-615 VEHICLE OUTSIDE MAINT-EMC/TE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-507-616 VEHICLE OUTSIDE MAINT-PW	3,500	3,500	0.00	0.00	928.82	0.00	0.00	3,500.00
01-507-619 VEHICLE OUTSIDE MAINT-INSP	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-507-700 CONTINGENCIES	2,200	2,200	0.00	0.00	0.00	0.00	0.00	2,200.00
01-507-702 LEASE PURCHASE-POLICE PRINCI	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-507-703 LEASE PURCHASE-FIRE PRINCIPA	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-507-704 DEBT SERVICE - INTEREST	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-507-706 LEASE PURCHASE-PARKS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-507-716 DEBT SERVICE - PRINCIPAL	11,375	11,375	505.35	0.00	11,872.42	0.00	0.00	11,375.06
01-507-717 DEBT SERVICE - INTEREST	1,502	1,502	505.35	12,843.39	1,004.35	0.00	855.12	11,341.45
01-507-719 LEASE PURCHASE-INSPECTION	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-507-721 LEASE PURCHASE-EDC	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-507-725 LEASE PURCHASE - CITY MGMT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-507-730 VEHICLE/EQUIPMENT TESTING	1,000	1,000	0.00	0.00	0.00	0.00	0.00	1,000.00
TOTAL OTHER EXPENSES	134,952	134,952	9,602.66	43,957.83	38,177.29	0.00	32.57	90,994.17
CAPITAL EXPENSES								
01-507-800 CAPITAL EXPENDITURES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 07-FLEET MECHANIC	191,633	191,633	13,147.14	60,730.79	54,930.03	0.00	31.69	130,902.21

8 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
08-COURT								
=====								
SALARIES & BENEFITS								
01-508-010 COURT SALARIES	208,489	208,489	17,116.25	66,424.02	66,402.08	0.00	31.86	142,064.98
01-508-011 COURT LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-508-012 STIPEND	6,000	6,000	0.00	4,331.36	4,872.78	0.00	72.19	1,668.64
01-508-015 COURT INCENTIVE PAY-BILINGUA	1,800	1,800	0.00	0.00	0.00	0.00	0.00	1,800.00
01-508-017 CERTIFICATION PAY - COURT	900	900	0.00	0.00	0.00	0.00	0.00	900.00
01-508-018 COURT EDUCATION PAY	300	300	0.00	0.00	0.00	0.00	0.00	300.00
01-508-020 COURT OVERTIME	5,000	5,000	1,043.08	10,055.33	4,619.82	0.00	201.11 (	5,055.33)
01-508-030 SOCIAL SECURITY	16,791	16,791	1,393.29	7,117.96	6,506.60	0.00	42.39	9,673.04
01-508-040 HEALTH INSURANCE	33,876	33,876	0.00	0.00	4,841.60	0.00	0.00	33,876.00
01-508-050 RETIREMENT	12,245	12,245	1,095.11	4,980.12	4,652.15	0.00	40.67	7,264.88
01-508-060 WORKER'S COMPENSATION	500	500	0.00	500.00	500.00	0.00	100.00	0.00
01-508-070 UNEMPLOYMENT COMPENSATION	675	675	0.00	0.00	0.00	0.00	0.00	675.00
01-508-095 TERMINATION PAY-OUT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	286,576	286,576	20,647.73	93,408.79	92,395.03	0.00	32.59	193,167.21
OTHER EXPENSES								
01-508-120 DUES & SUBSCRIPTIONS	250	250	0.00	0.00	0.00	0.00	0.00	250.00
01-508-130 BONDS & TRAINING	5,000	5,000	492.00	1,519.80	659.80	0.00	30.40	3,480.20
01-508-150 JUDGE	4,500	4,500	346.16	1,350.02	1,384.64	0.00	30.00	3,149.98
01-508-160 PROSECUTOR	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-508-165 WARRANT JAIL COSTS	10,000	10,000	77.87	1,628.37	1,800.00	0.00	16.28	8,371.63
01-508-170 JURY SERVICE FEES	250	250	0.00 (	12.00)	0.00	0.00	4.80-	262.00
01-508-180 COURT OF RECORD/STENOGRAPHER	1,000	1,000	0.00	0.00	0.00	0.00	0.00	1,000.00
01-508-420 OFFICE SUPPLIES	6,500	6,500 (	61.01)	2,645.18	1,024.96	0.00	40.70	3,854.82
01-508-431 EMPLOYEE APPRECIATION LUNCHE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-508-480 UNIFORM ALLOWANCE	1,000	1,000	0.00	79.95	425.84	0.00	8.00	920.05
01-508-481 CONTINGENCIES	5,000	5,000	80.69	619.85	239.62	0.00	12.40	4,380.15
01-508-540 FUEL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER EXPENSES	33,500	33,500	935.71	7,831.17	5,534.86	0.00	23.38	25,668.83
CAPITAL EXPENSES								
01-508-800 CAPITAL EXPENDITURES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-508-810 TRANSFER TO COURT SEC. FUND	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 08-COURT	320,076	320,076	21,583.44	101,239.96	97,929.89	0.00	31.63	218,836.04
EPT 09								
=====								
OTHER EXPENSES								
01-509-100 UTILITIES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-509-240 CONTRACT MAINTENANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-509-430 SUPPLIES	0	0	0.00	0.00	0.00	0.00	0.00	0.00

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2015

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
01-509-630 FACILITY MAINTENANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-509-700 CONTINGENCIES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
<u>CAPITAL EXPENSES</u>								
01-509-800 CAPITAL EXPENDITURES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
 TOTAL DEPT 09	 0	 0	 0.00	 0.00	 0.00	 0.00	 0.00	 0.00
 10-FACILITY DIVISION								
=====								
<u>OTHER EXPENSES</u>								
01-510-100 UTILITIES	71,700	71,700	13,573.17	27,046.95	24,066.16	0.00	37.72	44,653.05
01-510-115 MOBILE TELEPHONES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-510-170 JANITORIAL SERVICES	20,000	20,000	1,241.25	5,329.03	8,796.40	0.00	26.65	14,670.97
01-510-240 CONTRACT MAINTENANCE	6,500	6,000	0.00	0.00	4,806.00	0.00	0.00	6,000.00
01-510-430 SUPPLIES	5,500	5,500	204.64	2,360.70	555.19	0.00	42.92	3,139.30
01-510-630 FACILITY MAINTENANCE	45,000	45,000	5,704.49	13,318.63	5,705.86	0.00	29.60	31,681.37
01-510-650 FIRE ALARM & EXT. INSPECTION	2,000	2,500	2,056.00	2,056.00	0.00	0.00	82.24	444.00
01-510-700 CONTINGENCIES	1,000	1,000	0.00	0.00	1,445.00	0.00	0.00	1,000.00
TOTAL OTHER EXPENSES	151,700	151,700	22,779.55	50,111.31	45,374.61	0.00	33.03	101,588.69
<u>CAPITAL EXPENSES</u>								
01-510-800 CAPITAL EXPENDITURES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
 TOTAL 10-FACILITY DIVISION	 151,700	 151,700	 22,779.55	 50,111.31	 45,374.61	 0.00	 33.03	 101,588.69
 1-CIVIC CENTER								
=====								
<u>SALARIES & BENEFITS</u>								
01-511-010 CIVIC CENTER SALARIES	92,837	92,837	4,401.60	17,166.24	12,438.25	0.00	18.49	75,670.76
01-511-011 CIVIC CENTER LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-511-012 STIPEND	3,000	3,000	0.00	2,165.68	2,165.68	0.00	72.19	834.32
01-511-020 OVERTIME - CIVIC CENTER	4,800	4,800	778.48	3,773.97	3,894.35	0.00	78.62	1,026.03
01-511-030 SOCIAL SECURITY	7,699	7,699	399.95	1,974.74	1,432.19	0.00	25.65	5,724.26
01-511-040 HEALTH INSURANCE	22,584	22,584	0.00	0.00	2,271.60	0.00	0.00	22,584.00
01-511-050 RETIREMENT	6,754	6,754	375.17	1,597.74	1,302.71	0.00	23.66	5,156.26
01-511-060 WORKERS' COMPENSATION	3,589	3,589	0.00	3,589.00	2,589.00	0.00	100.00	0.00
01-511-070 UNEMPLOYMENT COMPENSATION	270	270	0.00	0.00	0.00	0.00	0.00	270.00
01-511-095 TERMINATION PAY-OUT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	141,533	141,533	5,955.20	30,267.37	26,093.78	0.00	21.39	111,265.63

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
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01 -GENERAL FUND

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DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
<u>OTHER EXPENSES</u>								
01-511-100 UTILITIES	17,000	17,000	2,132.76	5,839.90	4,454.32	0.00	34.35	11,160.10
01-511-430 SUPPLIES	5,500	5,500	0.00	466.23	764.64	0.00	8.48	5,033.77
01-511-431 EMPLOYEE APPRECIATION LUNCHE	150	150	0.00	0.00	0.00	0.00	0.00	150.00
01-511-512 STIPEND	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-511-630 FACILITY MAINTENANCE	25,000	25,000	129.38	129.38	1,496.12	0.00	0.52	24,870.62
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	2,262.14	6,435.51	6,715.08	0.00	13.30	41,964.49
<u>CAPITAL EXPENSES</u>								
01-511-800 CAPITAL EXPENDITURES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 11-CIVIC CENTER	189,933	189,933	8,217.34	36,702.88	32,808.86	0.00	19.32	153,230.12
<u>14-CONTRACT SERVICES</u>								
<u>OTHER EXPENSES</u>								
01-514-220 FOOD HEALTH OFFICER FEES	21,600	21,600	4,616.00	7,416.00	7,200.00	0.00	34.33	14,184.00
01-514-250 LEGAL & CITY ATTORNEY	30,000	30,000	2,500.00	15,751.30	10,622.50	0.00	52.50	14,248.70
01-514-255 SPECIAL LEGAL FEES	110,000	110,000	0.00	30,525.61	18,178.30	0.00	27.75	79,474.39
01-514-260 DUES & FEES-BCAD	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-514-270 DUES & FEES - BEXAR CO ELECT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-514-280 FEES-DELINQUENT COLLECTOR	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-514-285 Contract Services - MFO	0	0	7,536.89	0.00	0.00	0.00	0.00	0.00
01-514-290 AUDIT	27,420	27,420	44,000.00	44,000.00	12,545.00	0.00	160.47	16,580.00
01-514-300 EMS	70,000	70,000	0.00	17,499.99	23,333.32	0.00	25.00	52,500.01
01-514-310 MUNICIPAL INSURANCE	75,487	75,487	1,306.00	63,825.70	57,254.54	0.00	84.55	11,661.30
01-514-320 ENGINEER / ARCHITECT	42,154	42,154	0.00	0.00	16,287.61	0.00	0.00	42,154.00
01-514-321 CONTRACT PLANNING SERVICES	24,000	24,000	0.00	0.00	0.00	0.00	0.00	24,000.00
01-514-325 SALES TAX COLLECTION SERVICE	6,000	6,000	0.00	0.00	6,000.00	0.00	0.00	6,000.00
01-514-328 CABLE TV FRANC FEE COMPLIANC	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-514-360 MOBILITY IMPAIRED TRANSPORT	12,000	12,000	0.00	0.00	0.00	0.00	0.00	12,000.00
01-514-367 WATER RESOURCES STUDY	17,016	17,016	0.00	0.00	0.00	0.00	0.00	17,016.00
01-514-385 SALARY SURVEY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-514-400 CREDIT CARD TERMINAL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-514-403 RECORDS MANAGEMENT	17,000	17,000	3,546.79	8,286.69	8,487.70	0.00	48.75	8,713.31
01-514-405 RECORDS STORAGE RENTAL	7,960	7,960	1,092.00	2,184.00	4,368.00	0.00	27.44	5,776.00
01-514-410 RECORDS DESTRUCTION	1,200	1,200	0.00	0.00	200.00	0.00	0.00	1,200.00
01-514-430 SUPPLIES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER EXPENSES	461,837	461,837	49,523.90	189,489.29	164,476.97	0.00	41.03	272,347.71
<u>CAPITAL EXPENSES</u>								
01-514-800 CAPITAL EXPENDITURES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 14-CONTRACT SERVICES	461,837	461,837	49,523.90	189,489.29	164,476.97	0.00	41.03	272,347.71

CITY OF WINCREST
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01 -GENERAL FUND

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DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
15-TECH SUPPORT =====								
<u>SALARIES & BENEFITS</u>								
01-515-010 EMC/TECH SUPPORT SALARIES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-515-011 EMC/TECH LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-515-020 EMT/TECH SUPPORT OVERTIME	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-515-030 EMC/TECH SOCIAL SECURITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-515-040 EMC/TECH HEALTH INSURANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-515-050 EMC/TECH RETIREMENT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-515-060 WORKER'S COMPENSATION	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-515-070 UNEMPLOYMENT COMPENSATION	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-515-090 EMC/TECH TERM.PAY-OUT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
<u>OTHER EXPENSES</u>								
01-515-120 DUES & SUBSCRIPTIONS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-515-130 EMC/TECH TRAINING	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-515-200 COMPUTER CONTRACTS	67,130	67,130	10,696.14	16,874.99	21,348.27	0.00	25.14	50,255.01
01-515-201 COMPUTER MAINTENANCE	4,000	4,000	0.00	0.00	3,317.95	0.00	0.00	4,000.00
01-515-205 TELECOMMUNICATIONS CONTRACT	29,750	29,750	9,628.12	18,459.14	10,395.90	0.00	62.05	11,290.86
01-515-210 TELEPHONE MAINT.CONTRACT	16,000	16,000	0.00	67.00	303.00	0.00	0.42	15,933.00
01-515-215 MOBILE PHONES CONTRACT	11,209	11,209	0.00	3,051.77	3,669.46	0.00	27.23	8,157.23
01-515-220 MOBILE PHONES MAINTENANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-515-221 MOBILE DATA TERMINAL SERVICE	5,409	5,409	0.00	1,890.28	1,516.29	0.00	34.95	3,518.72
01-515-223 PAGER CONTRACT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-515-225 PAGER MAINTENANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-515-226 PAGER MAINTENANCE-FIRE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-515-227 RADIO CONTRACT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-515-229 RADIO MAINTENANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-515-286 CONTRACTSERVICES - IT	74,000	74,000	7,536.89	17,686.32	36,313.59	0.00	23.90	56,313.68
01-515-330 WEBSITE SUPPORT CONTRACT	0	0	0.00	0.00	125.00)	0.00	0.00	0.00
01-515-332 WEBSITE MAINTENANCE	7,500	7,500	0.00	4,052.23	3,934.20	0.00	54.03	3,447.77
01-515-333 CLOUD HOSTING FEES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-515-395 EMERGENCY MGMT SUPPORT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-515-396 EOC EQUIPMENT & SUPPLIES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-515-430 TECH SUPPLIES	0	0	5.58)	0.00	0.00	0.00	0.00	0.00
01-515-460 COPIER CONTRACT & SUPPLIES	15,500	15,500	1,032.95	1,889.90	0.00	0.00	12.19	13,610.10
01-515-480 UNIFORM ALLOWANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-515-520 EQUIPMENT REPAIR	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-515-522 AUDIO VISUAL MAINTENANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-515-525 LEASE PURCHASE-RECORDS MGMT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-515-700 CONTINGENCIES	750	750	0.00	0.00	0.00	0.00	0.00	750.00
TOTAL OTHER EXPENSES	231,248	231,248	28,888.52	63,971.63	80,673.66	0.00	27.66	167,276.37
<u>CAPITAL EXPENSES</u>								
01-515-800 CAPITAL EXPENSE	0	0	109.11)	0.00	38,850.34	0.00	0.00	0.00
TOTAL CAPITAL EXPENSES	0	0	109.11)	0.00	38,850.34	0.00	0.00	0.00
TOTAL 15-TECH SUPPORT	231,248	231,248	28,779.41	63,971.63	119,524.00	0.00	27.66	167,276.37

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2015

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
16-PUBLIC WORKS								
SALARIES & BENEFITS								
01-516-010 PUBLIC WORKS SALARIES	304,921	304,921	25,489.52	98,632.81	100,808.20	0.00	32.35	206,288.19
01-516-011 PUBLIC WORKS LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-516-012 STIPEND	9,000	9,000	1,828.40	9,000.00	11,099.11	0.00	100.00	0.00
01-516-015 P.W. INCENTIVE PAY-BILINGUAL	600	600	46.16	180.02	184.64	0.00	30.00	419.98
01-516-018 P.W. EDUCATION PAY	300	300	23.08	90.01	92.32	0.00	30.00	209.99
01-516-020 PUBLIC WORKS OVERTIME	2,800	2,800	366.74	1,799.63	919.12	0.00	64.27	1,000.37
01-516-030 SOCIAL SECURITY	26,457	26,457	2,526.96	10,610.84	9,728.57	0.00	40.11	15,846.16
01-516-040 HEALTH INSURANCE	67,752	67,752	0.00	0.00	9,153.90	0.00	0.00	67,752.00
01-516-050 RETIREMENT	24,645	24,645	1,877.04	7,727.40	7,818.02	0.00	31.35	16,917.60
01-516-060 WORKERS' COMPENSATION	16,567	16,567	0.00	16,567.00	16,484.00	0.00	100.00	0.00
01-516-070 UNEMPLOYMENT COMPENSATION	1,350	1,350	0.00	0.00	0.00	0.00	0.00	1,350.00
01-516-080 CONTRACT LABOR	7,022	7,022	3,000.00	431.00	5,777.76	0.00	6.14	6,591.00
01-516-095 TERMINATION PAY-OUT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	461,414	461,414	31,501.10	145,038.71	162,065.64	0.00	31.43	316,375.29
OTHER EXPENSES								
01-516-100 UTILITIES	41,800	41,800	5,658.76	7,725.00	396.57	0.00	18.48	34,075.00
01-516-130 TRAINING	1,000	1,000	0.00	0.00	429.69	0.00	0.00	1,000.00
01-516-140 EMPLOYMENT SCREENING	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-516-240 CONTRACT OUT MAINTENANCE	10,000	10,000	350.00	350.00	420.00	0.00	3.50	9,650.00
01-516-430 SUPPLIES	12,000	12,000	2,225.62	4,650.42	8,991.39	0.00	38.75	7,349.58
01-516-431 EMPLOYEE APPRECIATION LUNCHE	575	575	0.00	0.00	0.00	0.00	0.00	575.00
01-516-480 UNIFORM ALLOWANCE	11,000	11,000	4,315.10	5,847.85	4,336.67	0.00	53.16	5,152.15
01-516-510 VEHICLE OUTSIDE MAINTENAN	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-516-525 EQUIPMENT RENTAL	3,500	3,500	183.70	183.70	2,153.58	0.00	5.25	3,316.30
01-516-530 STREET SIGNS & MARKERS	5,000	3,000	0.00	729.42	3,760.52	0.00	24.31	2,270.58
01-516-630 FACILITIES MAINTENANCE	5,000	7,000	1,307.20	6,543.60	6,481.66	0.00	93.48	456.40
01-516-700 CONTINGENCIES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-516-710 STREET CRACK FILLING MATERIA	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-516-720 ALLEY/CURB/SIDEWALK REPAIR	0	0	1,431.15	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER EXPENSES	89,875	89,875	12,609.23	26,029.99	26,110.70	0.00	28.96	63,845.01
CAPITAL EXPENSES								
01-516-800 CAPITAL EXPENDITURES	44,024	44,024	13,460.88	39,660.87	20,486.52	0.00	90.09	4,363.13
01-516-810 STREET CAPITAL REPAIRS	2,500	2,500	7,323.88	0.00	0.00	0.00	0.00	2,500.00
TOTAL CAPITAL EXPENSES	46,524	46,524	6,137.00	39,660.87	20,486.52	0.00	85.25	6,863.13
TOTAL 16-PUBLIC WORKS	597,813	597,813	50,247.33	210,729.57	208,662.86	0.00	35.25	387,083.43
7-ANIMAL CONTROL								

8 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								
01-517-010 SALARIES-ANIMAL CONTROL	44,380	44,380	3,588.46	14,542.98	9,204.48	0.00	32.77	29,837.02
01-517-011 LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-517-012 STIPEND	1,500	1,500	124.26	1,500.00	1,082.84	0.00	100.00	0.00
01-517-013 Salaries - Animal on call	2,600	2,600	200.00	780.00	800.00	0.00	30.00	1,820.00
01-517-020 OVERTIME-ANIMAL CONTROL	3,600	3,600	549.25	1,431.25	968.44	0.00	39.76	2,168.75
01-517-030 SOCIAL SECURITY	3,989	3,989	456.10	1,728.12	1,016.05	0.00	43.32	2,260.88
01-517-040 HEALTH INSURANCE	7,528	7,528	0.00	0.00	890.20	0.00	0.00	7,528.00
01-517-050 RETIREMENT	2,527	2,527	224.88	899.87	851.67	0.00	35.61	1,627.13
01-517-060 WORKER'S COMPENSATION	1,633	1,633	0.00	1,633.00	0.00	0.00	100.00	0.00
01-517-070 UNEMPLOYMENT COMPENSATION	135	135	0.00	0.00	0.00	0.00	0.00	135.00
TOTAL SALARIES & BENEFITS	67,892	67,892	4,894.43	22,515.22	14,813.68	0.00	33.16	45,376.78
OTHER EXPENSES								
01-517-230 VET/INPOUNDING/SHELTER	18,500	18,500	1,420.67	4,458.86	8,056.77	0.00	24.10	14,041.14
01-517-231 INPOUNDING/SHELTER	12,300	12,300	3,124.66	5,089.59	3,805.40	0.00	41.38	7,210.41
01-517-240 TRAINING & CERTIFICATION	1,500	1,500	0.00	0.00	485.00	0.00	0.00	1,500.00
01-517-420 EQUIPMENT	1,000	1,000	0.00	75.98	113.97	0.00	7.60	924.02
01-517-430 SUPPLIES	1,500	1,500	60.39	322.34	0.00	0.00	21.49	1,177.66
TOTAL OTHER EXPENSES	34,800	34,800	4,605.72	9,946.77	12,461.14	0.00	28.58	24,853.23
CAPITAL EXPENSES								
01-517-800 CAPITAL EXPENDITURES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 17-ANIMAL CONTROL	102,692	102,692	9,500.15	32,461.99	27,274.82	0.00	31.61	70,230.01
8-WCCPD								
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SALARIES & BENEFITS								
01-518-010 WCCPD SALARIES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-518-011 WCCPD LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-518-014 WCCPD SPECIAL ASSIGN PAY-K-9	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-518-015 WCCPD INCEN PAY-BILING & SHI	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-518-017 WCCPD CERTIFICATION PAY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-518-020 WCCPD OVERTIME	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-518-021 WCCPD-7K HOURS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-518-030 WCCPD SOCIAL SECURITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-518-040 WCCPD HEALTH INSURANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-518-050 WCCPD RETIREMENT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-518-060 WCCPD WORKERS COMP	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-518-070 WCCPD UNEMPLOYMENT COMPENSATION	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-518-095 WCCPD TERM.PAYOUT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 18-WCCPD	0	0	0.00	0.00	0.00	0.00	0.00	0.00

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19-CODE ENFORCEMENT								
=====								
SALARIES & BENEFITS								
01-519-010 INSPECTION SALARIES	40,316	40,316	3,030.68	13,076.91	11,983.84	0.00	32.44	27,239.09
01-519-011 INSPECTIONS LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-519-012 STIPEND	1,000	1,000	0.00	0.00	1,082.84	0.00	0.00	1,000.00
01-519-015 INSP.INCENTIVE PAY-BILINGUAL	600	600	46.16	180.02	184.64	0.00	30.00	419.98
01-519-018 INSPECTION EDUCATION PAY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-519-020 OVERTIME	1,800	1,800	0.00	156.98	84.68	0.00	8.72	1,643.02
01-519-026 HAZARDOUS DUTY PAY	480	480	27.70	108.03	73.84	0.00	22.51	371.97
01-519-030 SOCIAL SECURITY	3,381	3,381	185.59	926.71	865.08	0.00	27.41	2,454.29
01-519-040 HEALTH INSURANCE	7,528	7,528	0.00	0.00	975.32	0.00	0.00	7,528.00
01-519-050 RETIREMENT	2,544	2,544	225.50	937.58	942.47	0.00	36.85	1,606.42
01-519-060 WORKER'S COMPENSATION	344	344	0.00	344.00	244.00	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	58,263	58,263	3,515.63	15,730.23	16,267.35	0.00	27.00	42,532.77
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	0.00	0.00	0.00	0.00
01-519-130 BONDS & TRAINING	1,500	1,500	0.00	0.00	334.00	0.00	0.00	1,500.00
01-519-140 EMPLOYMENT SCREENING	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-519-150 CONTRACT SERVICES - INSPECTI	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-519-420 OFFICE SUPPLIES	750	750	0.00	0.00	0.00	0.00	0.00	750.00
01-519-430 SUPPLIES & EQUIPMENT	500	500	0.00	0.00	0.00	0.00	0.00	500.00
01-519-480 UNIFORMS	500	500	0.00	0.00	370.88	0.00	0.00	500.00
01-519-490 VEHICLE PARTS	1,000	1,000	0.00	0.00	0.00	0.00	0.00	1,000.00
01-519-540 VEHICLE FUEL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-519-700 CONTINGENCIES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER EXPENSES	4,750	4,750	0.00	0.00	704.88	0.00	0.00	4,750.00
CAPITAL EXPENSES								
01-519-800 CAPITAL EXPENDITURES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 19-CODE ENFORCEMENT	63,013	63,013	3,515.63	15,730.23	16,972.23	0.00	24.96	47,282.77
20-FINANCE								
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SALARIES & BENEFITS								
01-520-010 FINANCE SALARIES	104,256	104,256	8,194.22	31,876.59	37,666.60	0.00	30.58	72,379.41
01-520-011 FINANCE LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-520-012 STIPEND	3,500	3,500	289.94	3,500.00	3,789.94	0.00	100.00	0.00
01-520-015 FINANCE BILINGUAL PAY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-520-018 FINANCE EDUCATION PAY	0	300	46.16	180.02	184.64	0.00	60.01	119.98
01-520-020 FINANCE OVERTIME	2,576	2,576	80.04	1,528.85	666.56	0.00	59.35	1,047.15

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01-520-030 FINANCE SOCIAL SECURITY	8,164	8,164	899.55	3,831.83	3,414.65	0.00	46.94	4,332.17
01-520-040 FINANCE HEALTH INSURANCE	30,112	30,112	3,197.70	9,804.68	3,593.92	0.00	32.56	20,307.32
01-520-050 FINANCE RETIREMENT	6,579	6,579	602.39	2,560.37	2,903.66	0.00	38.92	4,018.63
01-520-060 WORKER'S COMPENSATION	381	381	0.00	381.00	281.00	0.00	100.00	0.00
01-520-070 UNEMPLOYMENT COMPENSATION	270	270	0.00	0.00	0.00	0.00	0.00	270.00
01-520-095 TERMINATION PAY-OUT - FINANC	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	155,838	156,138	12,730.12	53,663.34	52,500.97	0.00	34.37	102,474.66
OTHER EXPENSES								
01-520-120 DUES & SUBSCRIPTIONS	600	600	0.00	140.00	50.00	0.00	23.33	460.00
01-520-130 BONDS & TRAINING	6,000	6,000	132.20	1,572.64	1,616.48	0.00	26.21	4,427.36
01-520-140 EMPLOYMENT SCREENING	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-520-260 DUES & FEES- BCAD	10,429	10,429	1,500.00	4,256.00	4,322.00	0.00	40.81	6,173.00
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	72,000	70,595	5,600.40	29,161.42	25,220.10	0.00	41.31	41,433.58
01-520-289 CONTRACT SUPPORT	0	1,105	0.00	1,105.00	0.00	0.00	100.00	0.00
01-520-400 BANK/CREDIT CARD TERMINAL CH	6,500	6,500	0.00	1,195.93	1,914.24	0.00	18.40	5,304.07
01-520-420 OFFICE SUPPLIES	6,975	6,975	3,149.63	5,141.18	3,232.03	0.00	73.71	1,833.82
01-520-431 EMPLOYEE APPRECIATION LUNCHE	1,200	1,200	0.00	0.00	0.00	0.00	0.00	1,200.00
01-520-600 OFFICE EQUIP. & MAINT	750	750	0.00	0.00	0.00	0.00	0.00	750.00
01-520-700 CONTINGENCIES	1,800	1,800	0.00	625.20	172.88	0.00	34.73	1,174.80
TOTAL OTHER EXPENSES	106,393	106,093	10,382.23	43,197.37	36,527.73	0.00	40.72	62,895.63
CAPITAL EXPENSES								
01-520-800 CAPITAL EXPENDITURES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 20-FINANCE	262,231	262,231	23,112.35	96,860.71	89,028.70	0.00	36.94	165,370.29
1-ECONOMIC DEVELOPMENT(E =====								
SALARIES & BENEFITS								
01-521-010 EDC SALARIES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-521-011 EDC LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-521-018 EDC EDUCATION PAY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-521-020 EDC OVERTIME	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-521-030 SOCIAL SECURITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-521-040 HEALTH INSURANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-521-050 RETIREMENT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-521-060 WORKERS COMPENSATION	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-521-070 UNEMPLOYMENT COMPENSATION	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-521-095 TERMINATION PAY-OUT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
OTHER EXPENSES								
01-521-430 SUPPLIES	0	0	0.00	139.78	0.00	0.00	0.00 (	139.78)
01-521-510 VEHICLE ALLOWANCE-DIRECTOR	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-521-515 HEALTH INS. ALLOWANCE-DIRECT	0	0	0.00	0.00	0.00	0.00	0.00	0.00

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2015

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
01-521-590 POSTAGE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER EXPENSES	0	0	0.00	139.78	0.00	0.00	0.00	(139.78)
OTHER INCOME/EXPENSES								
01-521-900 TRANSFER TO EDC FUND	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER INCOME/EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 21-ECONOMIC DEVELOPMENT(E	0	0	0.00	139.78	0.00	0.00	0.00	(139.78)
23-DEPT								

OTHER EXPENSES								
01-523-100 UTILITIES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-523-240 CONTRACT MAINTENANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-523-430 SUPPLIES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-523-630 FACILITY MAINTENANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-523-700 CONTINGENCIES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENSES								
01-523-800 CAPITAL EXPENSE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 23-DEPT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
5-CITY MANAGEMENT								

SALARIES & BENEFITS								
01-525-010 CITY MANAGEMENT SALARIES	117,500	117,500	9,149.24	35,682.04	34,443.12	0.00	30.37	81,817.96
01-525-011 LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-525-012 STIPEND	1,000	1,000	(82.84)	1,000.00	1,082.84	0.00	100.00	0.00
01-525-017 CERTIFICATION PAY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-525-018 EDUCATION PAY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-525-019 TUITION REIMBURSEMENT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-525-020 CITY MANAGEMENT OVERTIME	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-525-030 SOCIAL SECURITY	8,989	8,989	721.10	3,044.55	2,815.30	0.00	33.87	5,944.45
01-525-040 HEALTH INSURANCE	7,528	7,528	0.00	0.00	890.20	0.00	0.00	7,528.00
01-525-050 RETIREMENT	7,638	7,638	662.86	2,745.71	2,704.48	0.00	35.95	4,892.29
01-525-060 WORKER'S COMPENSATION	1,937	1,937	0.00	1,937.00	1,500.00	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
01-525-095 TERMINATION PAYOUT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	145,727	145,727	10,450.36	44,409.30	43,435.94	0.00	30.47	101,317.70

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2015

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
<u>OTHER EXPENSES</u>								
01-525-120 DUES & SUBSCRIPTIONS	4,500	4,500	0.00	0.00	0.00	0.00	0.00	4,500.00
01-525-121 ADP Contract	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-525-130 BONDS & TRAINING	800	800	0.00	0.00	866.60	0.00	0.00	800.00
01-525-140 EMPLOY. SCREENING & RECRUITM	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-525-150 MOVING EXPENSE - CITY MGR	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-525-420 OFFICE SUPPLIES	1,200	1,200	0.00	67.99	112.65	0.00	5.67-	1,267.99
01-525-430 HR SUPPLIES	0	0	0.00	75.75	0.00	0.00	0.00	75.75
01-525-640 EMPLOYEE RECOGNITION	6,800	6,800	189.92	189.92	1,520.00	0.00	2.79	6,610.08
01-525-645 MEALS & ENTERTAINMENT	1,000	1,000	500.00	551.98	0.00	0.00	55.20	448.02
01-525-650 VEHICLE EXPENSE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-525-655 Cell Phone Allowance	1,440	1,440	0.00	0.00	0.00	0.00	0.00	1,440.00
TOTAL OTHER EXPENSES	15,740	15,740	689.92	749.66	2,499.25	0.00	4.76	14,990.34
<u>OTHER INCOME/EXPENSES</u>								
01-525-900 TRANSFER TO EDC	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-525-901 TRANSFER TO STREETS FUND	110,000	110,000	0.00	0.00	724,972.00	0.00	0.00	110,000.00
TOTAL OTHER INCOME/EXPENSES	110,000	110,000	0.00	0.00	724,972.00	0.00	0.00	110,000.00
TOTAL 25-CITY MANAGEMENT	271,467	271,467	11,140.28	45,158.96	770,907.19	0.00	16.64	226,308.04
<u>6-POOL</u>								
<u>SALARIES & BENEFITS</u>								
01-526-010 SALARIES	51,200	51,200	26.25	26.25	0.00	0.00	0.05-	51,226.25
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
01-526-040 HEALTH INSURANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-526-050 RETIREMENT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-526-060 WORKER'S COMPENSATION	2,135	2,135	0.00	2,135.00	1,635.00	0.00	100.00	0.00
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	26.25	2,108.75	1,635.00	0.00	3.36	60,587.25
<u>OTHER EXPENSES</u>								
01-526-100 UTILITIES	12,500	12,500	72.18	741.10	1,377.47	0.00	5.93	11,758.90
01-526-130 BONDS & TRAINING	1,500	1,500	0.00	0.00	0.00	0.00	0.00	1,500.00
01-526-140 EMPLOYMENT SCREENING	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-526-210 EQUIPMENT LEASE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-526-255 CONTRACT SERVICES - POOL	15,000	15,000	0.00	0.00	0.00	0.00	0.00	15,000.00
01-526-420 OFFICE SUPPLIES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-526-430 MISCELLANEOUS SUPPLIES	10,000	10,000	0.00	510.88	739.48	0.00	5.11	9,489.12
01-526-480 UNIFORM ALLOWANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-526-500 VEHICLE PARTS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-526-510 VEHICLE OUTSIDE MAINTENANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-526-520 EQUIPMENT REPAIR	3,500	0	0.00	0.00	0.00	0.00	0.00	0.00
01-526-630 FACILITY MAINTENANCE	2,000	2,000	0.00	4,000.00	884.14	0.00	200.00	2,000.00
01-526-700 CONTINGENCIES	500	4,000	0.00	0.00	0.00	0.00	0.00	4,000.00
TOTAL OTHER EXPENSES	45,000	45,000	72.18	5,251.98	3,001.09	0.00	11.67	39,748.02

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2015

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								
01-526-800 CAPITAL EXPENDITURES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 26-POOL	107,696	107,696	45.93	7,360.73	4,636.09	0.00	6.83	100,335.27
27-POST OFFICE								
=====								
SALARIES & BENEFITS								
01-527-010 POST OFFICE SALARIES	24,273	24,273	3,216.41	11,692.38	8,402.91	0.00	48.17	12,580.62
01-527-011 LONGEVITY	1,000	1,000	0.00	0.00	0.00	0.00	0.00	1,000.00
01-527-012 STIPEND	0	0	0.00	1,353.55	1,353.55	0.00	0.00	1,353.55
01-527-015 P. O. INCENTIVE PAY-BILINGUA	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-527-020 OVERTIME - POST OFFICE	1,200	1,200	34.46	356.34	665.53	0.00	29.70	843.66
01-527-030 SOCIAL SECURITY	1,975	1,975	244.99	1,096.20	851.47	0.00	55.50	878.80
01-527-040 HEALTH INSURANCE	7,528	7,528	0.00	0.00	890.20	0.00	0.00	7,528.00
01-527-050 RETIREMENT	1,532	1,532	135.77	579.90	583.28	0.00	37.85	952.10
01-527-060 WORKER'S COMPENSATION	45	45	0.00	0.00	45.00	0.00	0.00	45.00
01-527-070 UNEMPLOYMENT COMPENSATION	251	251	0.00	0.00	0.00	0.00	0.00	251.00
01-527-095 TERMINATION PAY-OUT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	37,804	37,804	3,631.63	15,078.37	12,791.94	0.00	39.89	22,725.63
OTHER EXPENSES								
01-527-120 DUES & SUBSCRIPTIONS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
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 OFFICE	2,800	2,800	1,300.10	1,789.78	843.01	0.00	63.92	1,010.22
01-527-421 CONTRACT / SEASONAL HELP	3,200	3,200	0.00	0.00	0.00	0.00	0.00	3,200.00
01-527-590 POSTAGE - POST OFFICE	0	0	1,951.33	0.00	0.00	0.00	0.00	0.00
01-527-600 OFFICE EQUIPMENT & MAINTENAN	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-527-610 OFFICE EQUIPMENT LEASE	12,200	12,200	1,951.33	1,951.33	2,012.61	0.00	15.99	10,248.67
01-527-700 CONTINGENCIES	300	300	0.00	15,944.57	145.98	0.00	5,314.86	15,644.57
01-527-710 INVENTORY ADJUSTMENTS	400	400	0.00	0.00	0.00	0.00	0.00	400.00
TOTAL OTHER EXPENSES	19,200	19,200	1,300.10	19,685.68	3,001.60	0.00	102.53	485.68
CAPITAL EXPENSES								
01-527-800 CAPITAL EXPENSE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 27-POST OFFICE	57,004	57,004	4,931.73	34,764.05	15,793.54	0.00	60.99	22,239.95
28-HUMAN RESOURCES								
=====								
OTHER EXPENSES								
01-528-121 ADP Contract	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-528-140 EMPLOYMENT SCREENING/RECRUIT	11,000	11,000	704.51	2,293.11	2,797.24	0.00	20.85	8,706.89

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2015

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
01-528-141 ADP SERVICES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-528-142 RECOGNITION PROGRAM	4,700	4,700	0.00	0.00	0.00	0.00	0.00	4,700.00
01-528-143 EMPLOYEE WELLNESS PROGRAM	4,500	4,500	100.00	100.00	0.00	0.00	2.22	4,400.00
01-528-150 EMP MED COST ASSIST	0	0	60.00	12,717.72	21,913.55	0.00	0.00	12,717.72
01-528-160 EMP RECONGITION PROGRAM	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-528-162 INSURANCE INCREASE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-528-170 EMP WELLNESS PROGRAM	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-528-175 TRANSFER TO HRA FUND 12	75,317	75,317	0.00	0.00	0.00	0.00	0.00	75,317.00
TOTAL OTHER EXPENSES	95,517	95,517	864.51	15,110.83	24,710.79	0.00	15.82	80,406.17
TOTAL 28-HUMAN RESOUCES	95,517	95,517	864.51	15,110.83	24,710.79	0.00	15.82	80,406.17
9-MERIT INCREASES								
=====								
ALARIES & BENEFITS								
01-529-010 MERIT INCREASE SALARIES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-529-030 SOCIAL SECURITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-529-050 RETIREMENT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-529-060 WORKERS COMP	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 29-MERIT INCREASES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
0-CAPITAL								
=====								
OTHER EXPENSES								
01-530-506 PARKS CAPITAL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-530-507 FLEET CAPITAL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-530-508 COURT CAPITAL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-530-525 CITY MANAGER CAPITAL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-530-526 POOL CAPITAL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-530-527 POST OFFICE CAPITAL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-530-528 HUMAN RESOURCES CAPITAL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENSES								
01-530-801 ADMIN CAPITAL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-530-802 POLICE CAPITAL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-530-803 FIRE CAPITAL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-530-804 SPECIAL SERVICES CAPITAL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-530-806 PARKS CAPITAL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-530-810 FACILITY CAPITAL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-530-811 CIVIC CENTER CAPITAL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-530-814 CONTRACT SERVICES CAPITAL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-530-815 TECH SUPPORT CAPITAL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-530-816 PUBLIC WORKS CAPITAL	0	0	0.00	0.00	0.00	0.00	0.00	0.00

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2015

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
01-530-817 ANIMAL CONTROL CAPITAL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-530-819 CODE ENFORCEMENT CAPITAL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-530-820 FINANCE CAPITAL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
OTHER INCOME/EXPENSES								
01-530-925 TRANSFER OUT TO STREETS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER INCOME/EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 30-CAPITAL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
00-GENERAL EXPENDITURES								
SALARIES & BENEFITS								
01-500-030 SOCIAL SECURITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-500-050 RETIREMENT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-GENERAL EXPENDITURES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	6,226,885	6,226,885	432,782.86	1,865,222.76	2,586,895.40	0.00	29.95	4,361,662.54
REVENUE OVER/(UNDER) EXPENDITURES	16,746	16,746	87,617.86	231,191.35	(444,848.25)	0.00	1,380.60	(214,445.65)

CITY OF WINCREST
BALANCE SHEET
AS OF: JANUARY 31ST, 2015

02 -GARBAGE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
02-1100	CASH	51,223.39	
02-1102	CLAIM ON CASH	(1,783.62)	
02-1105	SAVINGS	460.01	
02-1115	INVESTMENT - TEXPOOL	40,432.15	
02-1315	DUE FROM GENERAL FUND	0.00	
02-1601	A/R-COMMERCIAL GARBAGE	71,814.85	
02-1605	A/R-RESIDENTIAL GARBAGE	95,687.00	
02-1606	ALLOW FOR DOUBTFUL ACCTS	(39,433.12)	
02-1607	A/R-RECYCLING INCOME	0.00	
02-1608	A/R - UNAPPLIED CREDITS	(16,421.49)	
02-1610	A/R-ACCRUED INTEREST	0.00	
		<u>201,979.17</u>	
	TOTAL ASSETS		201,979.17
			=====
LIABILITIES			
=====			
02-2315	DUE TO GENERAL FUND	59,100.00	
02-2400	A/P PENDING	(283.65)	
02-2410	A/P-SALES TAX	13,244.10	
02-2415	A/P-GARBAGE CONTRACTOR	0.00	
02-2420	DEFERRED REVENUE-RESIDENT	0.00	
	TOTAL LIABILITIES	<u>72,060.45</u>	
EQUITY			
=====			
02-3201	FUND BALANCE	104,118.26	
	TOTAL BEGINNING EQUITY	<u>104,118.26</u>	
	TOTAL REVENUE	338,096.60	
	TOTAL EXPENSES	<u>312,296.14</u>	
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	25,800.46	
	TOTAL EQUITY & FUND BALANCE	<u>129,918.72</u>	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE		201,979.17
			=====

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2015

02 -GARBAGE 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
<u>REVENUE SUMMARY</u>								
ALL REVENUES	750,745	750,745	412.02	338,096.60	322,349.74	0.00	45.03	412,648.88
TOTAL REVENUES	750,745	750,745	412.02	338,096.60	322,349.74	0.00	45.03	412,648.88
<u>EXPENDITURE SUMMARY</u>								
<u>00-GENERAL EXPENDITURES</u>								
SALARIES & BENEFITS	881,307	881,307	70,038.35	278,807.55	200,319.19	0.00	31.64	602,499.88
OTHER EXPENSES	15,000	15,000	1,822.59	1,822.59	0.00	0.00	12.15	13,177.41
OTHER INCOME/EXPENSES	0	0	31,666.00	31,666.00	0.00	0.00	0.00	(31,666.00)
TOTAL 00-GENERAL EXPENDITURES	896,307	896,307	103,526.94	312,296.14	200,319.19	0.00	34.84	584,011.29
TOTAL EXPENDITURES	896,307	896,307	103,526.94	312,296.14	200,319.19	0.00	34.84	584,011.29
REVENUE OVER/(UNDER) EXPENDITURES	(145,562)	(145,562)	(103,114.92)	25,800.46	122,030.55	0.00	17.72-	(171,362.41)

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2015

02 -GARBAGE 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
02-4101 INCOME-COMMERCIAL	373,476	373,476 (	1,689.54)	131,184.17	117,116.07	0.00	35.13	242,291.83
02-4105 INCOME-RESIDENTIAL	365,783	365,783	387.86	191,787.63	192,709.39	0.00	52.43	173,994.87
02-4107 INCOME-RECYCLING	347	347	0.00	0.00	0.00	0.00	0.00	347.00
02-4110 INCOME-LATE CHARGE	11,124	11,124	1,713.49	15,124.19	12,520.68	0.00	135.96 (	4,000.21)
02-4115 INCOME-INTEREST	16	16	0.21	0.61	3.60	0.00	3.81	15.39
02-4130 INCOME - MISCELLANEOUS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	750,745	750,745	412.02	338,096.60	322,349.74	0.00	45.03	412,648.88

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2015

02 -GARBAGE 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								
02-500-010 EXPENSES-COMMERCIAL	365,651	365,651	31,297.55	125,068.90	87,694.15	0.00	34.20	240,582.53
02-500-020 EXPENSES-RESIDENTIAL	420,656	420,656	38,740.80	153,738.65	112,625.04	0.00	36.55	266,917.35
02-500-030 EXPENSES-ADMINISTRATIVE	95,000	95,000	0.00	0.00	0.00	0.00	0.00	95,000.00
02-500-040 EXPENSES-BAD DEBT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
02-500-050 EXPENSES-MED.WASTE & CLEAN U	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	881,307	881,307	70,038.35	278,807.55	200,319.19	0.00	31.64	602,499.88
OTHER EXPENSES								
02-500-591 EXPENSE - ALLY REPAIR	10,000	10,000	1,822.59	1,822.59	0.00	0.00	18.23	8,177.41
02-500-592 EXPENSES - ADDITIONAL CITY S	5,000	5,000	0.00	0.00	0.00	0.00	0.00	5,000.00
TOTAL OTHER EXPENSES	15,000	15,000	1,822.59	1,822.59	0.00	0.00	12.15	13,177.41
OTHER INCOME/EXPENSES								
02-500-900 EXPENSES-TRANSFER GENERAL FU	0	0	31,666.00	31,666.00	0.00	0.00	0.00	(31,666.00)
TOTAL OTHER INCOME/EXPENSES	0	0	31,666.00	31,666.00	0.00	0.00	0.00	(31,666.00)
TOTAL 00-GENERAL EXPENDITURES	896,307	896,307	103,526.94	312,296.14	200,319.19	0.00	34.84	584,011.29
TOTAL EXPENDITURES	896,307	896,307	103,526.94	312,296.14	200,319.19	0.00	34.84	584,011.29
REVENUE OVER/(UNDER) EXPENDITURES	(145,562)	(145,562)	(103,114.92)	25,800.46	122,030.55	0.00	17.72-	(171,362.41)

CITY OF WINCREST
BALANCE SHEET
AS OF: JANUARY 31ST, 2015

13 -ECONOMIC DEVELOPMENT CORP

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
13-1102	CLAIM ON CASH	(7,958.69)	
13-1105	CASH - CHECKING	4,718.26	
13-1106	Savings - TLF Proceeds	25,003.15	
13-1115	INVESTMENTS-TEXPOOL#15900001	0.00	
13-1116	INVESTMENTS-TEXPOOL#15900003	0.00	
13-1117	EXPENSE CARD	2,890.44	
13-1118	EDC - Investment First Public	195,000.00	
13-1204	PREPAID SALES TAX	13,875.26	
13-1315	DUE FROM GENERAL FUND	0.00	
13-1375	DUE FROM HOT FUND	0.00	
13-1510	A/R SALES TAX	0.00	
		<u>233,528.42</u>	
TOTAL ASSETS			233,528.42
			=====
LIABILITIES			
=====			
13-2315	DUE TO GENERAL FUND	145,000.00	
13-2320	DUE TO TAXING ENTITIES	0.00	
13-2400	A/P PENDING	57,778.49	
13-2401	ACCOUNTS PAYABLE	0.00	
13-2402	ALAMO TITLE ESCROW FUNDS	0.00	
13-2410	A/P - SALES TAX	(7,920.09)	
TOTAL LIABILITIES		<u>194,858.40</u>	
EQUITY			
=====			
13-3201	FUND BALANCE	<u>61,629.91</u>	
TOTAL BEGINNING EQUITY		61,629.91	
TOTAL REVENUE		66,627.89	
TOTAL EXPENSES		<u>89,587.78</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		(22,959.89)	
TOTAL EQUITY & FUND BALANCE		<u>38,670.02</u>	
TOTAL LIABILITIES, EQUITY & FUND BALANCE			233,528.42
			=====

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2015

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
<u>REVENUE SUMMARY</u>								
ALL REVENUES	487,868	487,868	23,034.58	66,627.89	83,135.08	0.00	13.66	421,240.11
TOTAL REVENUES	487,868	487,868	23,034.58	66,627.89	83,135.08	0.00	13.66	421,240.11
<u>EXPENDITURE SUMMARY</u>								
<u>00-GENERAL EXPENDITURES</u>								
SALARIES & BENEFITS	123,000	123,000	7,715.00	22,302.50	30,135.00	0.00	18.13	100,697.50
OTHER EXPENSES	82,943	85,643	7,568.14	12,096.82	24,743.48	0.00	14.12	73,546.18
CAPITAL EXPENSES	258,127	255,427	13,646.70	47,521.80	172,170.45	0.00	18.60	207,905.20
OTHER INCOME/EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-GENERAL EXPENDITURES	464,070	464,070	28,929.84	81,921.12	227,048.93	0.00	17.65	382,148.88
TOTAL EXPENDITURES	464,070	464,070	28,929.84	81,921.12	227,048.93	0.00	17.65	382,148.88
REVENUE OVER/(UNDER) EXPENDITURES	23,798	23,798	(5,895.26)	(15,293.23)	(143,913.85)	0.00	64.26-	39,091.23

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2015

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
13-4105 INCOME - OTHER	0	0	0.00	0.00	0.00	0.00	0.00	0.00
13-4110 INCOME - OTHER (HOT)	0	0	0.00	0.00	0.00	0.00	0.00	0.00
13-4111 INCOME - OTHER (GEN.FUND)	0	0	0.00	0.00	0.00	0.00	0.00	0.00
13-4112 INCOME-WALZEM RD GRANT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
13-4113 INCOME-CORPORATE DONATIONS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
13-4115 SALES TAX (.25)	487,618	487,618	23,034.32	66,627.00	83,115.50	0.00	13.66	420,991.00
13-4301 INTEREST	250	250	0.26	0.89	19.58	0.00	0.36	249.11
13-4900 PROCEEDS FROM CAPITAL LEASE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	487,868	487,868	23,034.58	66,627.89	83,135.08	0.00	13.66	421,240.11

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2015

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
10-GENERAL EXPENDITURES =====								
<u>SALARIES & BENEFITS</u>								
13-500-009 SALARIES - EDC	0	0	0.00	0.00	0.00	0.00	0.00	0.00
13-500-010 ADMINISTRATIVE EXPENSES	27,000	27,000	0.00	0.00	0.00	0.00	0.00	27,000.00
13-500-011 EDC LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
13-500-013 STIPEND	0	0	0.00	0.00	0.00	0.00	0.00	0.00
13-500-018 EDC EDUCATION PAY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
13-500-020 EDC OVERTIME	0	0	0.00	0.00	0.00	0.00	0.00	0.00
13-500-030 SOCIAL SECURITY-EDC	0	0	0.00	0.00	0.00	0.00	0.00	0.00
13-500-040 HEALTH INSURANCE-EDC	0	0	0.00	0.00	0.00	0.00	0.00	0.00
13-500-050 RETIREMENT-EDC	0	0	0.00	0.00	0.00	0.00	0.00	0.00
13-500-060 WORKERS COMPENSATION-EDC	0	0	0.00	0.00	0.00	0.00	0.00	0.00
13-500-070 UNEMPLOYMENT COMPENSATION	0	0	0.00	0.00	135.00	0.00	0.00	0.00
13-500-080 CONTRACT LABOR	96,000	96,000	7,715.00	22,302.50	30,000.00	0.00	23.23	73,697.50
13-500-095 TERMINATION PAYOUT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	123,000	123,000	7,715.00	22,302.50	30,135.00	0.00	18.13	100,697.50
<u>OTHER EXPENSES</u>								
13-500-100 PUBLIC RELATION FEES-GENERAL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
13-500-115 MOBILE TELEPHONE	0	0	0.00	52.43	104.88	0.00	0.00	52.43
13-500-120 DUES & SUBSCRIPTIONS	1,500	1,500	75.75	375.75	575.67	0.00	25.05	1,124.25
13-500-130 TRAINING	8,000	8,000	0.00	223.41	2,733.00	0.00	2.79	7,776.59
13-500-132 TRAVEL	20,000	19,900	0.00	20.00	569.44	0.00	0.10	19,880.00
13-500-135 MEALS & ENTERTAINMENT	5,000	5,000	0.00	1,015.04	3,633.58	0.00	20.30	6,015.04
13-500-200 COMPUTER MAINTENANCE	3,000	3,000	0.00	52.43	1,365.60	0.00	1.75	2,947.57
13-500-201 WEBSITE MAINTENANCE	2,000	2,000	0.00	0.00	2,250.00	0.00	0.00	2,000.00
13-500-205 REPAIRS & MAINT OF BUILDING	0	0	0.00	0.00	41.11	0.00	0.00	0.00
13-500-250 LEGAL EXPENSES	30,000	30,000	3,012.39	7,394.54	10,150.00	0.00	24.65	22,605.46
13-500-290 AUDIT	5,500	5,500	4,000.00	4,000.00	400.00	0.00	72.73	1,500.00
13-500-430 SUPPLIES	2,500	5,200	0.00	429.60	2,352.50	0.00	8.26	4,770.40
13-500-440 ELECTION EXPENSES	1,500	1,500	0.00	0.00	122.00	0.00	0.00	1,500.00
13-500-510 VEHICLE EXPENSE-EDC	0	0	0.00	0.00	0.00	0.00	0.00	0.00
13-500-515 HEALTH EXPENSE ALLOW-DIRECTO	0	0	0.00	0.00	0.00	0.00	0.00	0.00
13-500-520 MOVING EXPENSE-DIRECTOR	0	0	0.00	0.00	0.00	0.00	0.00	0.00
13-500-540 VEHICLE FUEL	0	100	0.00	22.01	32.00	0.00	22.01	77.99
13-500-590 POSTAGE	500	500	0.00	5.95	13.70	0.00	1.19	494.05
13-500-630 LEGAL ADVERTISING	0	0	0.00	0.00	0.00	0.00	0.00	0.00
13-500-640 COPIER USAGE	1,443	1,443	0.00	0.00	0.00	0.00	0.00	1,443.00
13-500-650 WALZEM RD GRANT EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
13-500-700 CONTINGENCIES	2,000	2,000	480.00	535.74	400.00	0.00	26.79	1,464.26
TOTAL OTHER EXPENSES	82,943	85,643	7,568.14	12,096.82	24,743.48	0.00	14.12	73,546.18
<u>CAPITAL EXPENSES</u>								
13-500-800 EDC PROJECTS	65,000	62,300	0.00	0.00	1,398.51	0.00	0.00	62,300.00
13-500-801 PROMOTING WINCREST	46,407	46,407	2,400.00	2,535.00	2,725.00	0.00	5.46	43,872.00
13-500-810 CAPITAL EXPENSE	11,760	11,760	0.00	0.00	0.00	0.00	0.00	11,760.00

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2015

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
13-500-890 TLF LOAN PAYMENTS	103,049	103,049	9,512.16	28,994.06	34,745.06	0.00	28.14	74,054.95
13-500-891 RACKER ROAD PROJECT	0	0	0.00	10,471.31	123,060.14	0.00	0.00 (	10,471.31)
13-500-892 TLF INTEREST	31,911	31,911	1,734.54	5,521.43	10,241.74	0.00	17.30	26,389.56
TOTAL CAPITAL EXPENSES	258,127	255,427	13,646.70	47,521.80	172,170.45	0.00	18.60	207,905.20
<u>OTHER INCOME/EXPENSES</u>								
13-500-900 PRIOR PERIOD ADJUSTMENT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER INCOME/EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
 TOTAL 00-GENERAL EXPENDITURES	 464,070	 464,070	 28,929.84	 81,921.12	 227,048.93	 0.00	 17.65	 382,148.88
 OTAL EXPENDITURES	 464,070	 464,070	 28,929.84	 81,921.12	 227,048.93	 0.00	 17.65	 382,148.88
 EVENUE OVER/(UNDER) EXPENDITURES	 23,798	 23,798 (	 5,895.26) (	 15,293.23) (	 143,913.85)	 0.00	 64.26-	 39,091.23

CITY OF WINCREST
BALANCE SHEET
AS OF: JANUARY 31ST, 2015

16 -HOTEL/MOTEL TAX FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
16-1102	CLAIM ON CASH	(99,457.07)	
16-1105	SAVINGS	103,987.47	
16-1115	INVESTMENTS	0.00	
16-1315	DUE FROM GENERAL FUND	0.00	
16-1357	DUE FROM TEXAS TAX NOTE FUND	0.00	
16-1515	A/R - ACCRUED INTEREST	0.00	
16-1550	A/R - MISCELLANEOUS	0.00	
		<u>4,530.40</u>	
	TOTAL ASSETS		4,530.40
			=====
LIABILITIES			
=====			
16-2315	DUE TO GENERAL FUND	39,225.00	
16-2357	DUE TO TEXAS TAX NOTES FUND	0.00	
16-2375	DUE TO EDC FUND	0.00	
16-2400	A/P PENDING	0.00	
	TOTAL LIABILITIES	<u>39,225.00</u>	
EQUITY			
=====			
16-3201	FUND BALANCE	596.17	
	TOTAL BEGINNING EQUITY	<u>596.17</u>	
	TOTAL REVENUE	28,020.23	
	TOTAL EXPENSES	63,311.00	
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	(35,290.77)	
	TOTAL EQUITY & FUND BALANCE	(<u>34,694.60</u>)	
	TOTAL LIABILITIES, EQUITY & FUND BALANCE		4,530.40
			=====

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2015

.6 -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
<u>REVENUE SUMMARY</u>								
ALL REVENUES	153,997	153,997	2.14	28,020.23	38,273.94	0.00	18.20	125,976.82
TOTAL REVENUES	153,997	153,997	2.14	28,020.23	38,273.94	0.00	18.20	125,976.82
<u>EXPENDITURE SUMMARY</u>								
<u>0-GENERAL EXPENDITURES</u>								
SALARIES & BENEFITS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENSES	0	0	0.00	0.00	43,656.35	0.00	0.00	0.00
TOTAL 00-GENERAL EXPENDITURES	0	0	0.00	0.00	43,656.35	0.00	0.00	0.00
TOTAL EXPENDITURES	0	0	0.00	0.00	43,656.35	0.00	0.00	0.00
REVENUE OVER/(UNDER) EXPENDITURES	153,997	153,997	2.14	28,020.23	(5,382.41)	0.00	18.20	125,976.82

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2015

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	0.00	28,016.40	38,269.17	0.00	18.19	125,972.60
16-4105 INCOME-OTHER	0	0	0.00	0.00	0.00	0.00	0.00	0.00
16-4115 INCOME-INTEREST	8	8	2.14	3.83	4.77	0.00	47.58	4.22
TOTAL REVENUES	153,997	153,997	2.14	28,020.23	38,273.94	0.00	18.20	125,976.82

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2015

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 =====								
<u>SALARIES & BENEFITS</u>								
16-500-040 ADVERTISING & PROMOTION	0	0	0.00	0.00	0.00	0.00	0.00	0.00
16-500-050 MISCELLANEOUS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
<u>CAPITAL EXPENSES</u>								
16-500-800 CAPITAL EXPENDITURES	0	0	0.00	0.00	43,656.35	0.00	0.00	0.00
TOTAL CAPITAL EXPENSES	0	0	0.00	0.00	43,656.35	0.00	0.00	0.00
TOTAL 00-GENERAL EXPENDITURES	0	0	0.00	0.00	43,656.35	0.00	0.00	0.00
TOTAL EXPENDITURES	0	0	0.00	0.00	43,656.35	0.00	0.00	0.00
REVENUE OVER/(UNDER) EXPENDITURES	153,997	153,997	2.14	28,020.23 (	5,382.41)	0.00	18.20	125,976.82

CITY OF WINCREST
BALANCE SHEET
AS OF: JANUARY 31ST, 2015

17 -DEBT SERVICE

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
17-1102	CLAIM ON CASH	(9,865.91)
17-1105	SAVINGS	0.03
17-1115	INVESTMENTS	0.00
17-1315	DUE FROM GENERAL FUND	0.00
17-1356	DUE FROM HOTEL/MOTEL TAX FND	0.00
17-1501	A/R - ADVALOREM TAXES	6,384.77
17-1505	ALLOW FOR DOUBTFUL ACCTS	(1,579.91)
17-1515	A/R - ACCRUED INTEREST	0.00
17-1550	A/R - MISCELLANEOUS	0.00
		(5,061.02)
TOTAL ASSETS		(5,061.02)
=====		
LIABILITIES		
=====		
17-2315	DUE TO GENERAL FUND	30,000.00
17-2356	DUE TO HOTEL/MOTEL TAX FUND	0.00
17-2400	A/P PENDING	0.00
17-2501	DEFERRED REVENUE - TAXES	5,243.50
TOTAL LIABILITIES		35,243.50
EQUITY		
=====		
17-3201	FUND BALANCE	(40,304.52)
TOTAL BEGINNING EQUITY		(40,304.52)
TOTAL REVENUE		0.00
TOTAL EXPENSES		0.00
TOTAL INCREASE/(DECREASE) IN FUND BAL.		0.00
TOTAL EQUITY & FUND BALANCE		(40,304.52)
TOTAL LIABILITIES, EQUITY & FUND BALANCE		(5,061.02)
=====		

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2015

17 -DEBT SERVICE

% 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
<u>REVENUE SUMMARY</u>								
ALL REVENUES	0	0	0.00	0.00	211,066.12	0.00	0.00	0.00
TOTAL REVENUES	0	0	0.00	0.00	211,066.12	0.00	0.00	0.00
<u>EXPENDITURE SUMMARY</u>								
<u>00-GENERAL EXPENDITURES</u>								
OTHER EXPENSES	0	0	0.00	0.00	8,027.00	0.00	0.00	0.00
TOTAL 00-GENERAL EXPENDITURES	0	0	0.00	0.00	8,027.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0	0	0.00	0.00	8,027.00	0.00	0.00	0.00
REVENUE OVER/(UNDER) EXPENDITURES	0	0	0.00	0.00	203,039.12	0.00	0.00	0.00

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2015

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	26,205.50	0.00	0.00	0.00
17-4105 INCOME - OTHER	0	0	0.00	0.00	0.00	0.00	0.00	0.00
17-4115 INCOME - INTEREST	0	0	0.00	0.00	0.18	0.00	0.00	0.00
17-4116 INCOME - SALES TAX (.25)	0	0	0.00	0.00	0.00	0.00	0.00	0.00
17-4117 AD VALOREM TAX (I&S .073841)	0	0	0.00	0.00	184,860.44	0.00	0.00	0.00
TOTAL REVENUES	0	0	0.00	0.00	211,066.12	0.00	0.00	0.00

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2015

17 -DEBT 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								
17-500-200 TAX NOTE PRINCIPAL EXPENSE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
17-500-210 TAX NOTE INTEREST EXPENSE	0	0	0.00	0.00	8,027.00	0.00	0.00	0.00
17-500-350 NOTE ISSUANCE COSTS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
17-500-400 PAY AGENT/REGISTRAR FEES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER EXPENSES	0	0	0.00	0.00	8,027.00	0.00	0.00	0.00
TOTAL 00-GENERAL EXPENDITURES	0	0	0.00	0.00	8,027.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0	0	0.00	0.00	8,027.00	0.00	0.00	0.00
REVENUE OVER/(UNDER) EXPENDITURES	0	0	0.00	0.00	203,039.12	0.00	0.00	0.00

CITY OF WINCREST
BALANCE SHEET
AS OF: JANUARY 31ST, 2015

18 -WCC&PD FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
18-1102	CLAIM ON CASH	37,786.87
18-1105	CASH - SAVINGS	260,407.07
18-1210	PREPAID MAINTENANCE	0.00
18-1315	DUE FROM GENERAL FUND	0.00
18-1510	A/R-SALES TAX	0.00
18-1515	A/R - MISC.	0.00
		<u>298,193.94</u>
TOTAL ASSETS		298,193.94
		=====
LIABILITIES		
=====		
18-2250	INSURANCE A/P	1,082.40
18-2315	DUE TO GENERAL FUND	37,000.00
18-2400	A/P PENDING	848.07
18-2410	A/P - SALES TAX	0.00
	TOTAL LIABILITIES	<u>38,930.47</u>
EQUITY		
=====		
18-3201	FUND BALANCE	252,076.85
	TOTAL BEGINNING EQUITY	<u>252,076.85</u>
TOTAL REVENUE		99,298.10
TOTAL EXPENSES		<u>92,111.48</u>
TOTAL INCREASE/(DECREASE) IN FUND BAL.		7,186.62
TOTAL EQUITY & FUND BALANCE		<u>259,263.47</u>
TOTAL LIABILITIES, EQUITY & FUND BALANCE		298,193.94
		=====

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2015

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
<u>REVENUE SUMMARY</u>								
ALL REVENUES	<u>623,562</u>	<u>623,562</u>	<u>50,080.63</u>	<u>99,298.10</u>	<u>94,586.70</u>	<u>0.00</u>	<u>15.92</u>	<u>524,263.90</u>
TOTAL REVENUES	623,562	623,562	50,080.63	99,298.10	94,586.70	0.00	15.92	524,263.90
<u>EXPENDITURE SUMMARY</u>								
<u>0-GENERAL EXPENDITURES</u>								
SALARIES & BENEFITS	262,604	262,604	21,427.05	71,366.83	78,227.02	0.00	27.18	191,237.17
OTHER EXPENSES	82,519	82,519	291.98	10,970.33	4,210.52	0.00	13.29	71,548.67
CAPITAL EXPENSES	316,865	316,865	8,441.32	9,774.32	8,029.68	0.00	3.08	307,090.68
OTHER INCOME/EXPENSES	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL 00-GENERAL EXPENDITURES	<u>661,988</u>	<u>661,988</u>	<u>30,160.35</u>	<u>92,111.48</u>	<u>90,467.22</u>	<u>0.00</u>	<u>13.91</u>	<u>569,876.52</u>
TOTAL EXPENDITURES	661,988	661,988	30,160.35	92,111.48	90,467.22	0.00	13.91	569,876.52
REVENUE OVER/(UNDER) EXPENDITURES	(38,426)	(38,426)	19,920.28	7,186.62	4,119.48	0.00	18.70-	(45,612.62)

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2015

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	623,548	623,548	50,078.74	93,712.57	94,579.92	0.00	15.03	529,835.43
18-4102 INCOME-K9 DONATIONS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
18-4105 INCOME - OTHER	0	0	0.00	5,579.00	0.00	0.00	0.00	5,579.00
18-4115 INCOME - INTEREST	14	14	1.89	6.53	6.78	0.00	46.64	7.47
18-4120 PROCEEDS FROM GUN SALES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
18-4900 PROCEEDS FROM CAPITAL LEASE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	623,562	623,562	50,080.63	99,298.10	94,586.70	0.00	15.92	524,263.90

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2015

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 ENCUMBERED	% OF BUDGET	BUDGET BALANCE
00-GENERAL EXPENDITURES =====								
<u>SALARIES & BENEFITS</u>								
18-500-009 SALARIES	158,658	158,658	11,664.30	46,005.85	47,179.00	0.00	29.00	112,652.15
18-500-010 ADMINISTRATIVE EXPENSE	2,000	2,000	169.93	169.93	0.00	0.00	8.50	1,830.07
18-500-011 LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
18-500-013 STIPEND	4,000	4,000	0.00	0.00	3,248.52	0.00	0.00	4,000.00
18-500-014 SPECIAL ASSIGNMENT PAY K-9	4,500	4,500	0.00	0.00	0.00	0.00	0.00	4,500.00
18-500-015 INCENTIVE PAY-BILING & SHIFT	2,400	2,400	20.59	80.80	253.17	0.00	3.37	2,319.20
18-500-017 CERTIFICATION PAY	0	0	46.16	180.02	184.64	0.00	0.00	180.02
18-500-018 EDUCATION PAY	300	300	0.00	0.00	0.00	0.00	0.00	300.00
18-500-019 TUITION REIMBURSEMENT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
18-500-020 OVERTIME	22,200	22,200	3,687.08	10,867.68	9,636.14	0.00	48.95	11,332.32
18-500-021 7K HOURS	4,900	4,900	406.98	1,436.06	1,550.58	0.00	29.31	3,463.94
18-500-026 HAZARDOUS DUTY PAY	1,080	1,080	18.46	71.99	36.96	0.00	6.67	1,008.01
18-500-030 SOCIAL SECURITY	15,302	15,302	1,200.48	5,043.02	5,101.48	0.00	32.96	10,258.98
18-500-040 HEALTH INSURANCE	30,112	30,112	0.00	0.00	3,636.80	0.00	0.00	30,112.00
18-500-050 RETIREMENT	13,547	13,547	1,148.07	4,446.48	4,534.73	0.00	32.82	9,100.52
18-500-060 WORKERS COMPENSATION	3,065	3,065	3,065.00	3,065.00	2,865.00	0.00	100.00	0.00
18-500-070 UNEMPLOYMENT COMPENSATION	540	540	0.00	0.00	0.00	0.00	0.00	540.00
TOTAL SALARIES & BENEFITS	262,604	262,604	21,427.05	71,366.83	78,227.02	0.00	27.18	191,237.17
<u>OTHER EXPENSES</u>								
18-500-130 BONDS & TRAINING	5,000	5,000	0.00	0.00	400.00	0.00	0.00	5,000.00
18-500-250 LEGAL EXPENSE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
18-500-290 AUDIT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
18-500-420 OFFICE SUPPLIES	500	500	60.00	570.68	0.00	0.00	114.14	70.68
18-500-430 JUVENILE PROG.FEES & SUPPLIE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
18-500-435 K-9 PROGRAM EXPENSES	5,000	5,000	231.98	1,772.69	78.23	0.00	35.45	3,227.31
18-500-440 ELECTION EXPENSE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
18-500-450 SYSTEM ACCESS FEE	14,035	14,035	0.00	0.00	594.00	0.00	0.00	14,035.00
18-500-480 UNIFORMS	2,700	2,700	0.00	6,025.14	716.66	0.00	223.15	3,325.14
18-500-500 MISC. CRIME PREVENTION	10,000	10,000	0.00	2,601.82	1,943.13	0.00	26.02	7,398.18
18-500-515 DEBT SERVICE - PRINCIPAL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
18-500-516 DEBT SERVICE - PRINCIPAL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
18-500-517 MAINTENANCE ON EQUIPMENT	45,284	45,284	0.00	0.00	478.50	0.00	0.00	45,284.00
18-500-518 DEBT SERVICE - INTEREST	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER EXPENSES	82,519	82,519	291.98	10,970.33	4,210.52	0.00	13.29	71,548.67
<u>CAPITAL EXPENSES</u>								
18-500-800 CAPITAL EXPENDITURES	316,865	316,865	8,441.32	9,774.32	8,029.68	0.00	3.08	307,090.68
TOTAL CAPITAL EXPENSES	316,865	316,865	8,441.32	9,774.32	8,029.68	0.00	3.08	307,090.68
<u>OTHER INCOME/EXPENSES</u>								
18-500-900 PRIOR PERIOD ADJUSTMENTS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER INCOME/EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-GENERAL EXPENDITURES	661,988	661,988	30,160.35	92,111.48	90,467.22	0.00	13.91	569,876.52

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2015

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 ENCUMBERED	% OF BUDGET	BUDGET BALANCE
TOTAL EXPENDITURES	661,988	661,988	30,160.35	92,111.48	90,467.22	0.00	13.91	569,876.52
REVENUE OVER/(UNDER) EXPENDITURES	(38,426)	(38,426)	19,920.28	7,186.62	4,119.48	0.00	18.70-	45,612.62)

CITY OF WINCREST
BALANCE SHEET
AS OF: JANUARY 31ST, 2015

19 -CAPITAL PROJECTS STREETS

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
19-1102	CLAIM ON CASH	26,323.43	
19-1105	CASH - SAVINGS	24,012.85	
19-1115	INVESTMENTS-TEXPOOL #159000002	10,246.31	
19-1116	INVESTMENTS-TEXPOOL#159000001	8,312.08	
19-1204	PREPAID SALES TAX	13,875.26	
19-1315	DUE FROM GENERAL FUND	0.00	
19-1510	A/R-SALES TAX	(90.01)	
		<u>82,679.92</u>	
TOTAL ASSETS			82,679.92
			=====
LIABILITIES			
=====			
19-2315	DUE TO GENERAL FUND	338,000.00	
19-2400	A/P PENDING	2,743.44	
19-2410	A/P - SALES TAX	(7,919.69)	
19-2441	Construction Retainage	(329,514.53)	
	TOTAL LIABILITIES	<u>3,309.22</u>	
EQUITY			
=====			
19-3201	FUND BALANCE	<u>13,080.21</u>	
	TOTAL BEGINNING EQUITY	13,080.21	
TOTAL REVENUE		66,628.18	
TOTAL EXPENSES		<u>337.69</u>	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		66,290.49	
TOTAL EQUITY & FUND BALANCE		<u>79,370.70</u>	
TOTAL LIABILITIES, EQUITY & FUND BALANCE			82,679.92
			=====

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2015

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
<u>REVENUE SUMMARY</u>								
ALL REVENUES	441,739	441,739	23,034.79	66,628.18	808,112.07	0.00	15.08	375,111.07
TOTAL REVENUES	441,739	441,739	23,034.79	66,628.18	808,112.07	0.00	15.08	375,111.07
<u>EXPENDITURE SUMMARY</u>								
<u>00-GENERAL EXPENDITURES</u>								
SALARIES & BENEFITS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENSES	0	0	0.00	337.69	54,531.75	0.00	0.00	(337.69)
TOTAL 00-GENERAL EXPENDITURES	0	0	0.00	337.69	54,531.75	0.00	0.00	(337.69)
TOTAL EXPENDITURES	0	0	0.00	337.69	54,531.75	0.00	0.00	(337.69)
REVENUE OVER/(UNDER) EXPENDITURES	441,739	441,739	23,034.79	66,290.49	753,580.32	0.00	15.01	375,448.76

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2015

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
19-4101 INCOME - TAX NOTES PROCEEDS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
19-4105 TRANSFER FROM GENERAL FUND	0	0	0.00	0.00	724,972.00	0.00	0.00	0.00
19-4115 INCOME - INTEREST	17	17	0.53	1.99	24.57	0.00	11.54	15.26
19-4116 INCOME-SALES TAX (.25)	441,722	441,722	23,034.26	66,626.19	83,115.50	0.00	15.08	375,095.81
TOTAL REVENUES	441,739	441,739	23,034.79	66,628.18	808,112.07	0.00	15.08	375,111.07

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JANUARY 31ST, 2015

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 =====								
<u>SALARIES & BENEFITS</u>								
19-500-050 MISCELLANEOUS EXPENSE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
<u>CAPITAL EXPENSES</u>								
19-500-800 CAPITAL EXPENDITURES	0	0	0.00	337.69	50,684.25	0.00	0.00 (	337.69)
19-500-810 STREET MAINTENANCE	0	0	0.00	0.00	3,847.50	0.00	0.00	0.00
TOTAL CAPITAL EXPENSES	0	0	0.00	337.69	54,531.75	0.00	0.00 (	337.69)
TOTAL 00-GENERAL EXPENDITURES	0	0	0.00	337.69	54,531.75	0.00	0.00 (	337.69)
TOTAL EXPENDITURES	0	0	0.00	337.69	54,531.75	0.00	0.00 (	337.69)
REVENUE OVER/(UNDER) EXPENDITURES	441,739	441,739	23,034.79	66,290.49	753,580.32	0.00	15.01	375,448.76



ORDINANCE NO. 2015-722(O)

AN ORDINANCE AMENDING CHAPTER 26, PARKS AND OPEN AREAS, OF THE CODE OF ORDINANCES OF THE CITY OF WINDCREST, TEXAS BY PROHIBITING FISHING IN PONDS OR LAKES IN THE CITY

WHEREAS, the City of Windcrest desires to prohibit fishing in ponds or lakes in the city in order to protect the public health, safety and welfare of the public.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that, Chapter 26, Parks and Open Areas, Article III, Public Conduct in Parks and Open Areas, Section 26-61, Swimming, of the Code of Ordinances of the City of Windcrest, Texas is hereby amended to read as follows:

“Sec. 26-61. – Fishing and Swimming

No person shall fish, swim or wade in ponds or lakes in a city park area.”

That, this Ordinance shall become effective five (5) days after its publication.

PASSED AND APPROVED, on the ____ day of _____, 2015 at a 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.

Alan Baxter, Mayor

ATTEST:

Kelly Rodriguez, City Secretary

APPROVED:

Michael S. Brenan, City Attorney



City Council Agenda Item Report

February 23, 2015

Contact – Kelly Rodriguez
krodriguez@windcrest-tx.gov

Ordinance #: 2015-724(O)

SUBJECT: Amending Chapter 26, Parks and Open Areas, of the Code of Ordinances of the City of Windcrest, Texas by prohibiting the possession of an open container or the consumption of alcoholic beverages within city park areas, except for scheduled events at the civic center or other city approved functions.

- 1. BACKGROUND/HISTORY**
Ordinance 254 was originally passed by City Council on May 11, 1992.
- 2. FINDINGS/CURRENT ACTIVITY**
This ordinance was left out of the codification process with Municode due to it being preempted by state law. However, since the Alcoholic Beverage Code does not prohibit a municipality from adopting a park regulation, staff would like for this wording to be placed back in the adopted code.
- 3. FINANCIAL IMPACT -**
None
- 4. ACTION OPTIONS/RECOMMENDATION**
Staff recommends to take action on Ordinance No. 2015-724(O).



ORDINANCE NO. 2015-724(O)

AN ORDINANCE AMENDING CHAPTER 26, PARKS AND OPEN AREAS, OF THE CODE OF ORDINANCES OF THE CITY OF WINDCREST, TEXAS BY PROHIBITING THE POSSESSION OF AN OPEN CONTAINER OR THE CONSUMPTION OF ALCOHOLIC BEVERAGES WITHIN CITY PARK AREAS, EXCEPT FOR SCHEDULED EVENTS AT THE CIVIC CENTER OR OTHER CITY APPROVED FUNCTIONS.

WHEREAS, the City Council of the City of Windcrest desires to prohibit the possession of an open container or the consumption of alcoholic beverages within city park areas, except for scheduled events at the Civic Center or other city approved functions, in order to protect the public health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that, Chapter 26, Parks and Open Areas, Article III, Public Conduct in Parks and Open Areas of the Code of Ordinances of the City of Windcrest, Texas is hereby amended by adopting the following section:

“Sec. 26-66. – Alcoholic Beverages

No person shall possess an open container or consume alcoholic beverages within city park areas, except for scheduled events at the Civic Center or other city approved functions.”

That, this Ordinance shall become effective five (5) days after its publication.

PASSED AND APPROVED, on the ____ day of _____, 2015 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.

Alan Baxter, Mayor

ATTEST:

Kelly Rodriguez, City Secretary

APPROVED:

Michael S. Brenan, City Attorney

2015-724(O)



RESOLUTION NUMBER 2015-531(R)

**A RESOLUTION AUTHORIZING INSPECTIONS AND
NEEDED REPAIRS FOR THE CITY SWIMMING POOLS
AND AUTHORIZING THE CITY MANAGER TO
NEGOTIATE AND EXECUTE A CONTRACT FOR SUCH
WORK**

WHEREAS, it is necessary to perform periodic inspections and needed repairs for the City's swimming pools; and

WHEREAS, the City Council, based upon the recommendation of the City Manager, has determined that such inspections and needed repairs are a procurement necessary to preserve and protect the public safety of the residents of the City of Windcrest.

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

1. Inspections and needed repairs of the City's swimming pools in an amount not to exceed \$13,010 are hereby approved.
2. The City Manager is authorized to negotiate and execute a contract for such inspections and needed repairs on behalf of the city.

DULY PASSED AND APPROVED, on the ____ day of _____, 2015 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.

Alan Baxter, Mayor

ATTEST:

Kelly Rodriguez, City Secretary

APPROVED AS TO FORM:

Michael S. Brenan, City Attorney

ATTACHMENT A – TECHNICAL SPECIFICATIONS

CITY OF WINDCREST, TEXAS
REQUEST FOR PROPOSALS
2015 CRACK SEAL AND POTHOLE REPAIR

ITEM

237 POTHOLE REPAIR

- 237.1. DESCRIPTION:** *Repair potholes, spalled areas, depressions, and raveled or damaged pavement edges in roadway surfaces.*
- 237.2. MATERIALS:** The Contractor shall furnish all materials unless otherwise shown on the plans or approved by the Engineer. The Contractor shall use materials that meet the requirements of the items shown below unless otherwise approved by the Engineer. The specific grade and/or type of material should be appropriate for the repair required and the environmental conditions at the time of the repair.
- A. Tacking Material.** Item 203, “Tack Coat.”
 - B. Hot Mix Asphaltic Concrete.** Item 205, “Hot-Mix Asphaltic Concrete Pavement.”
 - C. Asphaltic Concrete Patch Material.** TxDOT DMS-9202, “Asphaltic Concrete Patching Material (Stockpile Storage).”
 - D. Rapid Curing Asphaltic Concrete Patch Material.** TxDOT DMS-9203, “Asphaltic Concrete Patching Material (Containerized).”
- 237.3. EQUIPMENT:** Provide machinery, tools, and equipment necessary for proper execution of the work and as described in the pertinent specification items.
- 237.4. CONSTRUCTION:** Repair pothole by setting up work area for safety, marking area to be repaired, cutting and squaring-off the repair area, excavation when necessary, cleaning and removal of debris by use of broom and compressed air, compaction of subgrade, use of tacking material in repair area, supply of paving material, spreading and compaction of repair area, edge sealing, and cleanup. Traffic control during all pothole repairs shall be in accordance with the appropriate requirements of the latest edition of the Texas Manual on Unified Traffic Control Devices (TMUTCD).

Work requests will be made on a callout basis.

The Contractor shall begin physical repair within 48 hours of notification. When the request is made on the weekend, physical repair shall commence no later than the following Monday. When an emergency request is made, physical repair shall commence within 24 hours including weekends.

- A. Traffic Control.** Shall include but not limited to traffic control devices and other barriers, cones and flag people in each direction of traffic flow, as in accordance with the latest edition of the Texas Manual on Unified Traffic Control Devices (TMUTCD). The Contractor is required to develop and implement an appropriate traffic control plan that conforms to the requirements of the TMUTCD for the specific situation where the pothole repair(s) will occur.
- B. Mark Patch Boundaries.** Washable paint shall be used to mark the perimeter of the repair.
- C. Cut Boundaries.** Cut and square the sides of the repair area by saw cutting, jack hammer or by other approved methods. Limits shall extend to sound pavement.

- D. Excavation.** Excavate to a minimum of 4 inches in depth. Over-excavation may be required if stable base material is not encountered at 4 inches. Over-excavate 2 inches into stable base material. If stable base is not encountered and the excavation reaches the top of subgrade, work should cease under this item and the repair should be conducted using Item 230, "Base and Pavement Replacement."
- E. Clean and Repair Foundation.** Remove loose and foreign material, clean and dry the repair area by use of broom and compressed air. Unless the repair is being conducted as an emergency repair, the repair area must not have excessive moisture in the base and no standing water in the bottom of the repair area.
- F. Measure Repair.** Length, width and depth of the repair shall be measured in tenths of a foot.
- G. Apply Tack Coat.** Repair area floor and all side walls shall be tacked with an approved asphalt material in accordance with Item 203, "Tack Coat." All contact surfaces shall be painted with a thin uniform coat of the asphaltic material used for tack coat. During the application of tack coat, care shall be taken to prevent splattering of adjacent pavement, curb and gutters or structures.
- H. Place Asphaltic Material.** Place asphaltic material as indicated on the plans or which conforms to the materials and requirements identified in 237.2, "Materials." Other materials may be utilized if approved by the Engineer. The repair material shall be placed in horizontal lifts no more than 3 inches in depth and compacted.
- I. Compaction.** The Contractor shall finish to grade and compact to conform to the roadway surface. The surface shall be compacted with mechanical tampers, or rollers as directed and approved. Compaction of the surface shall achieve full consolidation. The compaction equipment shall provide a high-frequency, low-amplitude and 3,500 – 5,000 pounds centrifugal compaction force.
- J. Site Clean-up.** The Contractor shall repair pavement edges to the line and grade of original pavement, clean roadway surface after repair operations, and dispose of materials removed as directed or approved by the Engineer.
- K. Reporting.** The contractor shall provide the Engineer with a report of the work performed to include the following elements, at a minimum:
1. Detailed location of repair;
 2. Date and time of repair;
 3. Operator's name(s).
 4. Length, width and depth of the repair measured in tenths of a foot;
 5. estimated quantity of asphaltic concrete or patching material used measured in tons to two decimal points;
- 237.5. MEASUREMENT:** Emergency mobilization will be measured by each emergency work request. Pothole repair will be measured by the square yard of surface area. For contracts with callout work but without emergency mobilization, the minimum quantity per callout respectively will be 5 square yards, unless otherwise noted on the plans or directed by the Engineer.

The surface area of repairs will be measured by the square yard to two decimal points.

237.6. PAYMENT: The work performed and materials furnished in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit price bid for “Pothole Repair.” This price shall be full compensation for removal, sawing, and disposal of debris and excess material; surface preparation; application of tack coat; furnishing and compaction of asphaltic concrete or patching materials; and for all labor, tools, equipment and incidentals necessary to complete the work. Unit price shall also include traffic control setup and removal. The price bid for emergency mobilization is full compensation for beginning work within 3 hours of notification. Emergency mobilization will be paid for in addition to pothole repair.

237.7. BID ITEM:

Item 237.1 - Pothole Repair - per square yard

Item 237.2 - Emergency Mobilization - per each

Item 712

Cleaning and Sealing Joints and Cracks (Asphalt Concrete)



1. DESCRIPTION

Clean and seal joints and cracks in asphalt concrete roadway surfaces.

2. MATERIALS

Furnish materials unless otherwise shown on the plans. Furnish sealant materials as shown on the plans in accordance with Item 300, "Asphalts, Oils, and Emulsions." Furnish fine aggregate in accordance with Section 340.2.1.3., "Fine Aggregate."

3. EQUIPMENT

Furnish equipment, tools, and machinery for proper execution of the work.

3.1. **Hot-Applied Sealants.** Heat in a double-jacketed heater using a heat transfer oil so no direct flame comes in contact with the shell of the vessel containing the sealing compound. Provide a heater capable of circulating and agitating the sealant during the heating process to achieve a uniform temperature rise and maintain the desired temperature. Provide gauges to monitor the temperature of the vessel contents and avoid overheating the material. Provide a heater equipped with a gear-driven asphalt pump with adequate pressure to dispense the sealant.

3.2. **Cold-Applied Sealants.** Provide equipment with adequate pressure to dispense the sealant in a continuous flow.

4. WORK METHODS

Apply material when the air or pavement temperature is within the manufacturer's recommendations or as approved. Clean and seal joints and cracks that are 1/16 in. or greater in width. Fill cracks with dry sand for cracks greater than 1/2 in. or as shown on the plans. Rout joints and cracks to the configuration shown on the plans when required. Clean joints and cracks with air blast cleaning or other acceptable methods to a depth at least twice the joint or crack width. Joints and cracks must be free of moisture before sealing. Dispose of materials removed as directed or approved. Apply sealing material with a pressure nozzle. Completely fill cracks and joints. Squeegee material to no more than 3 in. wide and 1/8 in. above the pavement surface. Prevent tracking with an application of fine aggregate as directed.

5. MEASUREMENT

This Item will be measured by the foot, gallon, pound, or lane mile. Shoulders wider than 6 ft. are considered additional lanes.

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Joint and Crack Sealing" of the sealant material specified and "Joint and Crack Routing and Sealing" of the sealant material specified. This price is full

compensation for routing, cleaning, and sealing joints and cracks; furnishing and placing materials; and equipment, labor, tools, and incidentals.

If measurement is by the lane mile, shoulders 6 ft. or narrower will not be paid for directly but will be subsidiary to work on the adjacent travel lane.



INVITATION FOR BIDS

2015 CRACK SEAL AND POTHOLE REPAIR

IMPORTANT DATES

IFB Release Date..... February 3, 2015
Pre-Submittal Meeting (3:00 PM) February 12, 2015
Deadline for Questions (3:00 PM) February 17, 2015
Bid Submission Deadline (2:00 PM)..... February 26, 2015

CITY OF WINDCREST

8601 Midcrown Dr.

Windcrest, Texas 78239

(210) 655-0022

www.windcrest-tx.gov

**CITY OF WINDCREST
INVITATION FOR BIDS
2015 CRACK SEAL AND POTHOLE REPAIR**

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ATTACHMENT A – TECHNICAL SPECIFICATIONS FOR REFERENCE

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A. NOTICE TO BIDDERS

The City of Windcrest will receive bids for **2015 CRACK SEAL AND POTHOLE REPAIR** until 3:00 PM CST on February 26, 2015 at Windcrest City Hall located at 8601 Midcrown, Windcrest, TX 78239, at which time the bids will be publicly opened and read aloud. The best value bid will be awarded a contract.

A non-mandatory Pre-Submittal conference will be held at 3:00 PM CST on February 12, 2015 at the Windcrest City Hall.

The project includes crack seal and pothole repair along multiple roadways and associated appurtenances within the limits of the City of Windcrest. The base contract period will be for one year. Work will be ordered through issuance of firm fixed price or not-to-exceed type task orders. The maximum ordering limitation will be \$150,000 for the life of the contract. Each task order will not exceed \$50,000. Task Orders will typically range from \$25,000 to \$50,000. Individual task order pricing will be based on pre-established prices in place as determined by the base costs submitted by the selected contractor for labor and materials. The contractor shall provide all equipment, labor, and materials to complete the work.

Contractor shall acquire as a part of this project all permits required for this project. Work shall be performed in accordance with all city, state, and federal regulations as required for performing this type of work. The project is to be completed 30 calendar days after Notice to Proceed for each work order.

All bids prepared in response to this Invitation for Bids (IFB), as well as any questions, clarifications or requests for general information are to be directed to:

City of Windcrest
Attn: Natalia Witmer
8601 Midcrown Drive
Windcrest, Texas 78239
Phone (210) 655-0022
nwitmer@windcrest-tx.gov

The deadline for questions is 3:00 PM CST on February 17, 2015. Only the individual listed above may be contacted for clarification related to this IFB. All contact shall be made in written format (email or mail).

Any non-written representations, explanations, or instructions given by City staff or City agents are not binding and do not form a part of, or alter in any way, the IFB, a written agreement pertinent to the IFB, or the awarding of the contract.

Under no circumstances will private meetings be scheduled between the Bidder and City staff prior to submittal deadline.

B. INSTRUCTIONS TO BIDDERS

1. Defined Terms

Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

Issuing Office – The office from which the Bidding Documents are to be issued.

Owner- The City of Windcrest

2. Qualifications of Bidders

To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:

- Bidder's state or other contractor license number
- The Bidder shall identify all current liens in the past 3 years and vendor holds with the Texas Comptroller's Office on the Statement of Bidder Qualifications. The Owner may disqualify respondents if an excessive amount of liens and/or vendor holds exist against the Contractor.

3. Pre-Bid Conference

A pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

4. Bid Bond

A Bid must be accompanied by Bid Bond made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

5. Contract Times

The number of days within which, or the dates by which the Work is to be substantially completed and ready for final payment will be set forth in each on-call purchase order as determined on a case by case basis.

6. Substitute and “Or-Equal” Items

The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

7. Preparation of Bid

The Bid Form is included with the Bidding Documents and should be completed in full.

All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”

8. Basis of Bid

Unit Price

As this will be an on-call contract, bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

The “Bid Price” for each unit price Bid item will be the product of the “Estimated Quantity” (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

9. Submittal of Bid

With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of the Bid Form.

A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title, the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED."

Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

10. Modification and Withdrawal of Bid

A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified above and submit a new Bid prior to the date and time for the opening of Bids.

If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

11. Opening of Bids

Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

12. Bids to Remain Subject to Acceptance

All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

13. Evaluation of Bids and Award of Contract

Owner reserves the right to reject any and all bids. Unless the Owner rejects all bids, an award will be made as quickly as possible consistent with the time required to analyze the bids. The award of the Contract may be made on the Base Bid only or any combination of the Base Bid and Alternate Bids.

Evaluation of Bids

In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

14. Bonds and Insurance

Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

15. Signing of Agreement

When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

16. Sales and Use Taxes

Owner is exempt from Texas sales and use taxes pursuant to Texas Tax Code § 151.309 as a political subdivision of the State of Texas. Owner shall provide Contractor with a completed Texas Sales and Use Tax Exemption Certification as evidence of the applicability of such exemption and accordingly, Contractor shall not collect Texas sales and use taxes from Owner with respect to this contract. Contractor and all subcontractors to Contractor shall issue a Texas Sales and Use Tax Exemption Certification with respect to, and shall not pay Texas sales and use taxes on, all purchases of the following items that are exempt from Texas sales and use taxes pursuant to Texas Tax Code §151.311: (i) tangible personal property that will be incorporated into Owner's realty; (ii) tangible personal property that is necessary and essential for the performance of this contract and is consumed entirely on the job site; and (iii) taxable services for use in the performance of this contract that are performed at the job site and are either integral to the performance of this contract or expressly required to be provided by this contract. In addition, Contractor and all subcontractors to Contractor (i) shall not include any provisions for Texas sales and use taxes with respect to such exempt items in any bid or contract amount, and (ii) shall pass on to Owner cost savings due to the exempt status of such exempt items. Contractor's contracts with all subcontractors to Contractor shall include the foregoing provisions regarding the exemption of Texas sales and use taxes.

C. BID FOR CRACK SEAL AND POTHOLE REPAIR

1. Bid Recipient

This Bid is submitted to: City of Windcrest, 8601 Midcrown Drive, Windcrest Texas 78239

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2. Bidder's Acknowledgements

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3. Bidder's Representations

In submitting this Bid, Bidder represents that:

- a) Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum, Date

_____	_____
_____	_____
_____	_____
_____	_____

- b) Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- c) Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- d) Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- e) Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

- f) Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- g) Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- h) The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- i) The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

4. Bidder's Certification

Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

5. Basis of Bid

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Bid Unit Price
237	Pothole Repair – First 6 inches in Depth	SY	\$
237	Pothole Repair – Greater than 6 inches in Depth	Ton	\$
712	Cleaning and Sealing Joints and Cracks (Asphalt Concrete)	Lane Mile	\$

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

6. Time of Completion

Bidder agrees that the Work will be substantially complete within 30 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 calendar days after the date when the Contract Times commence to run.

Bidder accepts the provisions of the Agreement as to liquidated damages.

7. Attachments to this Bid

The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. List of Project References;
- E. Evidence of authority to do business in the State of Texas; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Contractor's License No.: _____;
- G. Required Bidder Qualification Statement with supporting data.

8. Defined Terms

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

9. Bid Submittal

BIDDER: *[Indicate correct name of bidding entity]*

By: _____

[Signature] _____

[Printed name] _____

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Bidder's License No.: _____

(where applicable)

D. AGREEMENT

THIS AGREEMENT is by and between _____ City of Windcrest _____ (“Owner”) and

_____ (“Contractor”).

Owner and Contractor hereby agree as follows:

1. WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

2. THE PROJECT

The Project, of which the Work under the Contract Documents is a part, is generally described as follows: General Pavement maintenance activities of crack sealing and pothole repairs.

3. ENGINEER

The Owner has retained Raba Kistner, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

4. CONTRACT TIMES

Time is of the Essence

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

Contract Times: Days

The Work identified in each purchase order will be substantially completed within 30 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 days after the date when the Contract Times commence to run.

Liquidated Damages

Contractor and Owner recognize that time is of the essence as stated above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in above for Substantial Completion until the Work is substantially complete.

Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.

Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

Special Damages

In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified above for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified above for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

5. CONTRACT PRICE

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

For all Work identified through individual purchase orders, at the unit prices stated in Contractor's Bid, attached hereto as an exhibit. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

6. PAYMENT PROCEDURES

Submittal and Processing of Payments

Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

Progress Payments; Retainage

Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the day of each month during performance of the Work as provided below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

Final Payment

Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

7. INTEREST

All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

8. CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Contract, Contractor makes the following representations:

Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

9. CONTRACT DOCUMENTS

Contents

The Contract Documents consist of the following:

This Agreement (pages 1 to ■■■, inclusive).

Performance bond (pages ■■■ to ■■■, inclusive).

Payment bond (pages ■■■ to ■■■, inclusive).

General Conditions (pages ■■■ to ■■■, inclusive).

Supplementary Conditions (pages ■■■ to ■■■, inclusive).

Specifications as listed in the table of contents of the Project Manual.

Drawings (not attached but incorporated by reference) consisting of ■■■ sheets with each sheet bearing the following general title: ■■■ [or] the Drawings listed on the attached sheet index.

Exhibits to this Agreement (enumerated as follows):

Contractor's Bid (pages ■■■ to ■■■, inclusive).

The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

Notice to Proceed.

Work Change Directives.

Change Orders.

Field Orders.

The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 9.

The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

10. MISCELLANEOUS

Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

Assignment of Contract

Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

Successors and Assigns

Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Severability

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Contractor's Certifications

Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph:

"Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

"Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract

prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

“Collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

“Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of Windcrest

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

City of Windcrest

8601 Midcrown

Windcrest, TX 78239

License No.: _____
(where applicable)

E. PERFORMANCE BOND

STATE OF TEXAS

CITY OF WINDCREST

KNOW ALL MEN BY THESE PRESENTS: That _____ of
the City of _____, County of _____,
and State of _____, as Principal, and _____
_____ authorized under the laws of the State of Texas
to act as Surety on bonds for Principal, are held and firmly bound unto _____
_____ (OWNER) in the penal sum
of _____
_____ Dollars (\$ _____),
for payment whereof, the said Principal and Surety bind themselves and their heirs, administrators,
executors, officers, directors, shareholders, partners, successors, and assigns, jointly and severally, by
these presents.

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the _____
_____ day of _____, 20_____, for

2015 CRACK SEAL AND POTHOLE REPAIR
CITY OF WINDCREST, TEXAS

which contract is hereby referred to and made a part hereof as fully and to the same extent as if
copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall
faithfully perform said Contract and shall in all respects fully and faithfully observe and perform all and
singular the covenants, conditions and agreements in and by said Contract agreed and covenanted by
the Principal to be observed and performed during the original term of the Contract and any
extensions thereof that may be granted by Owner, and during the life of any guaranty or warranty
required under the Contract, and according to the true intent and meaning of said Contract and the
Contract Documents and the Plans and Specifications related thereto, then this obligation shall be void;
otherwise to remain in full force and effect. Surety, for value received, stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the Contract, or to the work
performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in
anywise affect its obligation on this bond, and it does hereby waive notice of any such change,
extension of time, alteration or addition to the terms of the contract, or to the work to be performed
thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20_____.

Principal _____

Surety _____

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Address _____

Address _____

The name and address of the Resident Agent of Surety is:

F. PAYMENT BOND

STATE OF TEXAS

CITY OF WINDCREST

KNOW ALL MEN BY THESE PRESENTS: That _____ of the City of

_____, County of _____, and State of

_____, as Principal, and _____

authorized under the laws of the State of Texas to act as Surety on bonds for Principals, are held and firmly bound unto _____ (OWNER) in the penal sum of _____

Dollars (\$ _____), for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, officers, directors, shareholders, partners, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the _____ day of _____, 20_____, for

WINDCREST ROADWAY CIP PACKAGE #1

IDS Job No. 2093-001-01, Contract No. 1 CITY OF WINDCREST, TEXAS

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the documents, plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____
_____ day of _____, 20_____.

Principal

Surety

By_____

By_____

Name_____

Name_____

Title_____

Title_____

Address_____

Address_____

The name and address of the Resident Agent of Surety is:

G. STANDARD GENERAL CONDITIONS

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Definitions and Terminology

1.01 Defined Terms

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term’s singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
 1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
5. *Bidder*—An individual or entity that submits a Bid to Owner.
6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the

Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
 - 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
 - 1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
 - 1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 Copies of Documents

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 Before Starting Construction

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides

the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 Preconstruction Conference; Designation of Authorized Representatives

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 Initial Acceptance of Schedules

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 Electronic Transmittals

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items

resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 Reference Standards

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

- A. *Reporting Discrepancies:*
 - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to

applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Requirements of the Contract Documents

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 Reuse of Documents

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 Starting the Work

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 Reference Points

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 Progress Schedule

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. abnormal weather conditions;
 - 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 - 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated

with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

A. *Limitation on Use of Site and Other Areas:*

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise;

(b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 Subsurface and Physical Conditions

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 Differing Subsurface or Physical Conditions

A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
2. is of such a nature as to require a change in the Drawings or Specifications; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments:*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 Underground Facilities

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 Hazardous Environmental Conditions at Site

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2)

was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving

rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 Contractor's Insurance

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 - 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
 - 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 - 2. claims for damages insured by reasonably available personal injury liability coverage.
 - 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
 - 1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after

Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

- I. *General provisions:* The policies of insurance required by this Paragraph 6.03 shall:
 - 1. include at least the specific coverages provided in this Article.
 - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 Owner's Liability Insurance

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 Property Insurance

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the

remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as “insureds.”

2. be written on a builder’s risk “all risk” policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder’s risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
6. extend to cover damage or loss to insured property while in transit.
7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder’s risk insurance.
8. allow for the waiver of the insurer’s subrogation rights, as set forth below.
9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
10. not include a co-insurance clause.
11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
12. include performance/hot testing and start-up.

13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 Waiver of Rights

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to

the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 Receipt and Application of Property Insurance Proceeds

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner’s written consent, which will not be unreasonably withheld.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

- E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.

- d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 Concerning Subcontractors, Suppliers, and Others

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or

otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 Patent Fees and Royalties

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 Permits

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a

negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 Taxes

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 Laws and Regulations

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 Record Documents

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 Safety Representative

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 Shop Drawings, Samples, and Other Submittals

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
1. *Shop Drawings:*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
 2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 Delegation of Professional Design Services

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for

the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 Coordination

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 Legal Relationships

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the

Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 Communications to Contractor

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 Replacement of Engineer

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 Furnish Data

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

- 9.04 Pay When Due
- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.
- 9.05 Lands and Easements; Reports, Tests, and Drawings
- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 Insurance
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 Change Orders
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 Inspections, Tests, and Approvals
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 Limitations on Owner's Responsibilities
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 Undisclosed Hazardous Environmental Condition
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 Evidence of Financial Arrangements
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).
- 9.12 Safety Programs
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

10.01 Owner’s Representative

- A. Engineer will be Owner’s representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner’s representative during construction are set forth in the Contract.

10.02 Visits to Site

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer’s efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer’s visits and observations are subject to all the limitations on Engineer’s authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer’s visits or observations of Contractor’s Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Project Representative

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer’s consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 Rejecting Defective Work

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 Shop Drawings, Change Orders and Payments

- A. Engineer’s authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 Determinations for Unit Price Work

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 Decisions on Requirements of Contract Documents and Acceptability of Work

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 Limitations on Engineer's Authority and Responsibilities

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 Compliance with Safety Program

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 Amending and Supplementing Contract Documents

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
 - 3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 Owner-Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such

changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 Unauthorized Changes in the Work

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or
 - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
- d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 Change Proposals

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
 - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 Notification to Surety

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be

Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 Claims

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 - 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
 - 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 - 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in

connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval

of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by

Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 Uncovering Work

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and

employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 - 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 - 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
 - 1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing

Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

- j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially

complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 Partial Use or Occupancy

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 Final Inspection

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 Final Payment

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is

satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 Correction Period

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
 - C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
 - D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
 - E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 Owner May Terminate For Convenience

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 Computation of Times

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 Limitation of Damages

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

END GENERAL CONDITIONS

H. SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract. All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

1. **AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

SC 5.03 Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:

A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

2. **BONDS AND INSURANCE**

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

- | | | |
|----|--|---------------------|
| 1. | Workers' Compensation and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions: | |
| | Worker's Compensation: | \$ <u>Statutory</u> |
| | Employer's Liability (Each occurrence): | \$ <u>100,000</u> |
| 2. | Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions: | |
| | General Aggregate: | \$ <u>1,000,000</u> |
| | Injury and Property Damage(Each occurrence): | \$ <u>1,000,000</u> |
| 3. | Automobile Liability under Paragraph 6.03.D. of the General Conditions: | |
| | Combined Single Limit of | \$ <u>500,000</u> |
| 4. | Excess or Umbrella Liability: | |
| | Per Occurrence | \$ <u>2,000,000</u> |
| | General Aggregate | \$ <u>2,000,000</u> |
| 5. | Contractor's Pollution Liability: | |
| | Each Occurrence | \$ <u>N/A</u> |
| | General Aggregate | \$ <u>N/a</u> |



If box is checked, Contractor is not required to provide Contractor's

3. CONTRACTOR'S RESPONSIBILITIES

SC-7.02.C. Add the following new paragraph immediately after Paragraph 7.02.B:

Owner shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC 7.09 Add a new paragraph immediately after Paragraph 7.09.A:

Owner is exempt from payment of sales and compensating use taxes of the State of Texas and of cities and counties thereof on all materials to be incorporated into the Work.

- Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
- Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

4. OWNER'S RESPONSIBILITIES

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

SC-9.13 Owner will furnish an "Owner's Site Representative" to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. Owner's Site Representative will be determined and identified by the Owner prior to the notice to proceed date. The authority and responsibilities of Owner's Site Representative will also be provided by Owner.

5. ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

On this Project, by agreement with the Owner, Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

6. PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:

If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

END SUPPLEMENTARY CONDITIONS

I. TECHNICAL SPECIFICATIONS

All standard specifications, special provisions, and special specifications applicable to this Project are identified as follows:

CITY OF SAN ANTONIO (COSA) STANDARD SPECIFICATIONS FOR CONSTRUCTION JUNE 2008
WITH ANY REVISIONS THERETO:

DIVISION II - BASE & SURFACE COURSES
237 Pothole Repair

In accordance with the use of governing specifications listed in the City of San Antonio Standard Specifications for Public Works Construction as identified above, the terms "City" shall be construed to mean "City of Windcrest" in the definition of all constructing guidelines and specifications.

TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION
AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES (June 1, 2004), WITH ANY REVISIONS
THERETO:

700 ITEMS – MAINTENANCE
712 Cleaning and Sealing Joints and Cracks (Asphalt Concrete)

These specifications have been included with this IFB for reference as Attachment A.

END IFB

ATTACHMENT A – TECHNICAL SPECIFICATIONS

CITY OF WINDCREST, TEXAS
REQUEST FOR PROPOSALS
2015 CRACK SEAL AND POTHOLE REPAIR

ITEM

237 POTHOLE REPAIR

- 237.1. DESCRIPTION:** *Repair potholes, spalled areas, depressions, and raveled or damaged pavement edges in roadway surfaces.*
- 237.2. MATERIALS:** The Contractor shall furnish all materials unless otherwise shown on the plans or approved by the Engineer. The Contractor shall use materials that meet the requirements of the items shown below unless otherwise approved by the Engineer. The specific grade and/or type of material should be appropriate for the repair required and the environmental conditions at the time of the repair.
- A. Tacking Material.** Item 203, “Tack Coat.”
 - B. Hot Mix Asphaltic Concrete.** Item 205, “Hot-Mix Asphaltic Concrete Pavement.”
 - C. Asphaltic Concrete Patch Material.** TxDOT DMS-9202, “Asphaltic Concrete Patching Material (Stockpile Storage).”
 - D. Rapid Curing Asphaltic Concrete Patch Material.** TxDOT DMS-9203, “Asphaltic Concrete Patching Material (Containerized).”
- 237.3. EQUIPMENT:** Provide machinery, tools, and equipment necessary for proper execution of the work and as described in the pertinent specification items.
- 237.4. CONSTRUCTION:** Repair pothole by setting up work area for safety, marking area to be repaired, cutting and squaring-off the repair area, excavation when necessary, cleaning and removal of debris by use of broom and compressed air, compaction of subgrade, use of tacking material in repair area, supply of paving material, spreading and compaction of repair area, edge sealing, and cleanup. Traffic control during all pothole repairs shall be in accordance with the appropriate requirements of the latest edition of the Texas Manual on Unified Traffic Control Devices (TMUTCD).

Work requests will be made on a callout basis.

The Contractor shall begin physical repair within 48 hours of notification. When the request is made on the weekend, physical repair shall commence no later than the following Monday. When an emergency request is made, physical repair shall commence within 24 hours including weekends.

- A. Traffic Control.** Shall include but not limited to traffic control devices and other barriers, cones and flag people in each direction of traffic flow, as in accordance with the latest edition of the Texas Manual on Unified Traffic Control Devices (TMUTCD). The Contractor is required to develop and implement an appropriate traffic control plan that conforms to the requirements of the TMUTCD for the specific situation where the pothole repair(s) will occur.
- B. Mark Patch Boundaries.** Washable paint shall be used to mark the perimeter of the repair.
- C. Cut Boundaries.** Cut and square the sides of the repair area by saw cutting, jack hammer or by other approved methods. Limits shall extend to sound pavement.

- D. Excavation.** Excavate to a minimum of 4 inches in depth. Over-excavation may be required if stable base material is not encountered at 4 inches. Over-excavate 2 inches into stable base material. If stable base is not encountered and the excavation reaches the top of subgrade, work should cease under this item and the repair should be conducted using Item 230, "Base and Pavement Replacement."
- E. Clean and Repair Foundation.** Remove loose and foreign material, clean and dry the repair area by use of broom and compressed air. Unless the repair is being conducted as an emergency repair, the repair area must not have excessive moisture in the base and no standing water in the bottom of the repair area.
- F. Measure Repair.** Length, width and depth of the repair shall be measured in tenths of a foot.
- G. Apply Tack Coat.** Repair area floor and all side walls shall be tacked with an approved asphalt material in accordance with Item 203, "Tack Coat." All contact surfaces shall be painted with a thin uniform coat of the asphaltic material used for tack coat. During the application of tack coat, care shall be taken to prevent splattering of adjacent pavement, curb and gutters or structures.
- H. Place Asphaltic Material.** Place asphaltic material as indicated on the plans or which conforms to the materials and requirements identified in 237.2, "Materials." Other materials may be utilized if approved by the Engineer. The repair material shall be placed in horizontal lifts no more than 3 inches in depth and compacted.
- I. Compaction.** The Contractor shall finish to grade and compact to conform to the roadway surface. The surface shall be compacted with mechanical tampers, or rollers as directed and approved. Compaction of the surface shall achieve full consolidation. The compaction equipment shall provide a high-frequency, low-amplitude and 3,500 – 5,000 pounds centrifugal compaction force.
- J. Site Clean-up.** The Contractor shall repair pavement edges to the line and grade of original pavement, clean roadway surface after repair operations, and dispose of materials removed as directed or approved by the Engineer.
- K. Reporting.** The contractor shall provide the Engineer with a report of the work performed to include the following elements, at a minimum:
1. Detailed location of repair;
 2. Date and time of repair;
 3. Operator's name(s).
 4. Length, width and depth of the repair measured in tenths of a foot;
 5. estimated quantity of asphaltic concrete or patching material used measured in tons to two decimal points;
- 237.5. MEASUREMENT:** Emergency mobilization will be measured by each emergency work request. Pothole repair will be measured by the square yard of surface area. For contracts with callout work but without emergency mobilization, the minimum quantity per callout respectively will be 5 square yards, unless otherwise noted on the plans or directed by the Engineer.

The surface area of repairs will be measured by the square yard to two decimal points.

237.6. PAYMENT: The work performed and materials furnished in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit price bid for “Pothole Repair.” This price shall be full compensation for removal, sawing, and disposal of debris and excess material; surface preparation; application of tack coat; furnishing and compaction of asphaltic concrete or patching materials; and for all labor, tools, equipment and incidentals necessary to complete the work. Unit price shall also include traffic control setup and removal. The price bid for emergency mobilization is full compensation for beginning work within 3 hours of notification. Emergency mobilization will be paid for in addition to pothole repair.

237.7. BID ITEM:

Item 237.1 - Pothole Repair - per square yard

Item 237.2 - Emergency Mobilization - per each

Item 712

Cleaning and Sealing Joints and Cracks (Asphalt Concrete)



1. DESCRIPTION

Clean and seal joints and cracks in asphalt concrete roadway surfaces.

2. MATERIALS

Furnish materials unless otherwise shown on the plans. Furnish sealant materials as shown on the plans in accordance with Item 300, "Asphalts, Oils, and Emulsions." Furnish fine aggregate in accordance with Section 340.2.1.3., "Fine Aggregate."

3. EQUIPMENT

Furnish equipment, tools, and machinery for proper execution of the work.

- 3.1. **Hot-Applied Sealants.** Heat in a double-jacketed heater using a heat transfer oil so no direct flame comes in contact with the shell of the vessel containing the sealing compound. Provide a heater capable of circulating and agitating the sealant during the heating process to achieve a uniform temperature rise and maintain the desired temperature. Provide gauges to monitor the temperature of the vessel contents and avoid overheating the material. Provide a heater equipped with a gear-driven asphalt pump with adequate pressure to dispense the sealant.

- 3.2. **Cold-Applied Sealants.** Provide equipment with adequate pressure to dispense the sealant in a continuous flow.

4. WORK METHODS

Apply material when the air or pavement temperature is within the manufacturer's recommendations or as approved. Clean and seal joints and cracks that are 1/16 in. or greater in width. Fill cracks with dry sand for cracks greater than 1/2 in. or as shown on the plans. Rout joints and cracks to the configuration shown on the plans when required. Clean joints and cracks with air blast cleaning or other acceptable methods to a depth at least twice the joint or crack width. Joints and cracks must be free of moisture before sealing. Dispose of materials removed as directed or approved. Apply sealing material with a pressure nozzle. Completely fill cracks and joints. Squeegee material to no more than 3 in. wide and 1/8 in. above the pavement surface. Prevent tracking with an application of fine aggregate as directed.

5. MEASUREMENT

This Item will be measured by the foot, gallon, pound, or lane mile. Shoulders wider than 6 ft. are considered additional lanes.

6. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Joint and Crack Sealing" of the sealant material specified and "Joint and Crack Routing and Sealing" of the sealant material specified. This price is full

compensation for routing, cleaning, and sealing joints and cracks; furnishing and placing materials; and equipment, labor, tools, and incidentals.

If measurement is by the lane mile, shoulders 6 ft. or narrower will not be paid for directly but will be subsidiary to work on the adjacent travel lane.



RESOLUTION NUMBER 2015-532(R)

**A RESOLUTION AUTHORIZING THE RELEASE OF A
REQUEST FOR BIDS FOR THE 2015 CRACK SEAL AND
POTHOLE REPAIR PROJECT**

WHEREAS, the city staff has developed a “Request for Bids” for the 2015 Crack Seal and Pothole Repair Project; and

WHEREAS, it would enhance the health, safety and welfare of the citizens of the City of Windcrest to proceed with the release of a Request for Bids for crack seal and pothole repair.

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

1. The City Manager is authorized to release a “Request for Bids” for the 2015 Crack Seal and Pothole Repair Project.
2. The City Manager of the City of Windcrest is authorized to negotiate and execute a contract to the successful bidder for the 2015 Crack Seal and Pothole Repair Project.

DULY PASSED AND APPROVED, on the ____ day of _____, 2015 at a 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.

Alan Baxter, Mayor

ATTEST:

Kelly Rodriguez, City Secretary

APPROVED AS TO FORM:

Michael S. Brennan, City Attorney



WINDCREST
TEXAS

Personnel Manual

The City of Windcrest welcomes you! We are excited to have you part of a great community and the Team Windcrest.

We believe in offering the citizens of our community outstanding customer service and a city government that is fiscally responsible and dedicated to the betterment of our community.

Our expectations of City employees follow:

- **Team Work:** Work together as a team.
- **Customer Service:** Provide our customers, internally and externally, with outstanding service. Go the extra mile.
- **Efficiency is a Priority:** Perform duties and responsibilities with accuracy, proficiency and efficiency. We encourage employees to offer suggestions on how to improve processes and build efficiencies that will enhance customer service.
- **Service with a Smile:** A smile takes as much energy as a frown.
- **Respect:** We all work together and it is imperative we show respect to customers and co-workers. Yes Sir, No Sir cannot ever be overused.

We believe in great service and teamwork as described above and expect our employees to share and practice these beliefs. The City of Windcrest is an **“at will employer”** and we can nullify our relationship at any time.

Together we make Windcrest our community.

Again, welcome to the City of Windcrest!

Mayor

Updated: February23, 2015

The City, at its option, may change, delete, or discontinue parts of the handbook in its entirety, at any time or without prior notice. In the event of a policy change, employees will be notified. Any such action shall apply to existing as well as to future employees.

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Updated: February 23, 2015

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Updated: February23, 2015

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Updated: February 23, 2015

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**CITY OF WINDCREST
PERSONNEL MANUAL
STATEMENT OF EMPLOYEE**

Please read this Personnel Manual and keep it handy for future reference. You are responsible for adhering to the policies and procedures contained in this Personnel Manual. You are required to sign this sheet and return it to your Supervisor within ten (10) days after you receive this manual. Please understand that this manual summarizes some, but not all, of our policies, practices, and employee benefits.

_____ I have read the City of Windcrest Personnel Manual. I understand that this Personnel Manual supersedes all previously dated manuals and/or materials. I have carefully read and I understand all the rules and information contained therein, including the benefits and privileges to which I may be entitled.

_____ I understand that the City may from time to time change, modify, alter, add, delete or substitute new procedures, policies, rules or regulations concerning working conditions at the City. In the event of a policy change, employees will be notified. Any such action shall apply to existing as well as to future employees.

_____ It is expressly understood and agreed by me, my heirs, and assignees that nothing contained in this manual or any subsequent changes or modifications shall act as a contract or guarantee of employment.

_____ I understand that my employment with the City is **at-will** and may be terminated by either me or the City at any time, with or without notice, and with or without cause. Any exception to this at-will condition must be set out in a written agreement, signed by me and the City Manager of the City, after approval of the City Council.

_____ I understand the City of Windcrest's Anti-Harassment Policy and agree to conform to its requirements.

_____ I understand the City of Windcrest's policy on alcohol, drugs and controlled substances and, specifically, that portion of the policy that permits the City to conduct searches and/or inspections of personal property located on city premises, and acknowledge that the City may conduct screenings of individuals on a random basis or an individual basis.

_____ I expressly understand that the City prohibits the possession of any weapons, including firearms, on City premises, including vehicles parked on City property, except those that are required to be carried by persons whose job function requires it.

_____ I understand that the City has made available a grievance procedure for the equitable resolution of problems that may arise and that I will not be penalized in any way for the participation in such procedure.

Employee Signature

Date

Updated: February23, 2015

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Printed Name

PURPOSE

Whether you have just joined our staff or have been at the City of Windcrest for a while, we are confident that you will find the City a dynamic and rewarding place in which to work and we look forward to a productive and successful association. We consider the employees of the City of Windcrest to be one of its most valuable resources. A percentage of the Budget is dedicated to employees. Special effort has been made in these policies to emphasize the employee/employer relationship, mutual need for open communication, and clear lines of authority and responsibility. The value of this manual therefore is not found in the pages of the manual, but rather in the application of these policies and procedures. Accordingly, each Department Head is expected to remain knowledgeable of City Policies and is required to ensure all employees are briefed, oriented, trained, and perform according to the application of the contents of this manual.

Neither this manual nor any other City document confers any contractual right, either expressed or implied, to remain in the City's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated at will, with or without cause and without prior notice, by the City or you may resign for any reason at any time. No Supervisor or other representative of the City (except the City Manager, with the approval of the City Council) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above.

The procedures, practices, policies and benefits described here may be modified or discontinued from time to time. Please read it carefully and refer to it often. In the event of a policy change, employees will be notified.

The City typically reviews the manual on an annual basis, however may do so more or less often depending on necessity. Recommended changes, additions, and/or deletions are made to the City Council for approval to ensure its relevance and correctness to current operations and responsibilities.

Note: Whenever the pronouns "he" or "she" or similar term denoting gender appears in this Manual, it also refers to the opposite gender.

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STANDARDS

The City Council of the City of Windcrest, duly constituted under the laws of the State of Texas, is responsible for the administrative operations and fiscal management of the affairs of the City. To fulfill these responsibilities, the City is an organizational structure composed of elected officials, a Mayor and five Aldermen, a paid staff of employees and volunteer individuals and/or organizations. Each element of the organization is engaged in the providing of services, and each is held accountable for his actions as representatives of the City.

The organizational chart for the City of Windcrest is located in the document center.

Since municipal government is engaged in providing 24 hours a day, seven days per week service to the public, each individual in the organizational structure must have and/or develop the personal characteristics which consistently practice the best in public relations, community services, and a dependable and responsive attitude in dealing with the public and with one another. Accordingly, the following standards shall govern the employee's actions as the employee represents the City to both residents and non-residents.

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“AT WILL” EMPLOYMENT RELATIONSHIP

Each employee’s employment relationship with the City is voluntarily entered into and employees are free to resign at any time, with or without notice. Similarly, the City is free to end any employment relationship at any time, with or without cause and with or without notice. Accordingly, there is no promise that your employment will continue for a set period of time or that an employee’s employment will be terminated only under particular circumstances. The relationship between the City and the employee is and always will be one of the voluntary employment ‘at will.’ Only the City Manager, with the prior approval of the City Council, can enter into an agreement contrary to this policy. Any such agreement must be in writing and signed by both the employee and the City Manager and is attached to a written approval from the City Council.

EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER STATEMENT

The City of Windcrest believes that a person should be rewarded for those achievements for which he is personally responsible and be held accountable for those failings for which he personally responsible. The City is firmly committed to treating employees and applicants for employment according to their experience, talent, and qualifications for the job, without regard to their race, religion, color, national origin, sex, age, or disability (if otherwise qualified to do the job). Our policy in this regard covers all employment decisions, including recruitment, hiring, placement, promotions, transfers, layoffs or terminations, rates of pay, employee benefits, and selection for training.

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STANDARDS FOR EMPLOYMENT**Requirements**

To be employed with the City of Windcrest, an applicant must:

1. Generally, be at least eighteen (18) years of age and possess a high school diploma or equivalent. Refer to specific job requirements that may have other minimum requirements.
2. Police applicants must be at least twenty-one (21) years of age. Some positions may require a higher level of education.
3. Complete an employment application. Each candidate may be required to show supporting documentation, such as: resumes, copies of educational and professional certifications, or any other documents as required.
4. Prove and attest to eligibility under the Federal Immigration Reform and Control Act of 1986. Provide documentation to complete the I-9 Form.
5. Understand, agree to, and sign the required employment forms.
6. Possess the mental and physical ability to perform the essential functions, with or without reasonable accommodation, of the job classification assigned.
7. Arrange for dependable transportation to and from the job.
8. Obtain a license, permit or bond as may be required by the City or its agents.
9. Complete and provide appropriate documentation for release of information pertaining to background screening.
10. Generally, individuals who have received a conditional offer of employment from the City will be required to take a post-offer physical examination and submit drug and controlled substance screening test as a condition of employment. A positive test result for drugs or controlled substances may result in denial of employment.

Polygraph

The City may require an applicant for employment to take a pre-employment polygraph at the City's expense. All law enforcement, fire department, finance department, and post office applicants under consideration for employment will be required to take a pre-employment polygraph exam at the City's expense. Furthermore, at any time the City may require an employee or groups of employees to take a polygraph exam. Should the employee not agree with the results of the examination, he may, at his option and expense, retake such examination with a different examiner, duly licensed and

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qualified as a professional polygraph examiner. The City will take into consideration the results of the second examination in making any decision concerning the employer/employee relationship.

All police applicants will be required to take a psychological examination at the City's expense in addition to the aforementioned exams.

Employment Examination

The City may at any time request any employee to undergo a drug screening, physical and/or psychological examination at the City's expense.

Preventative Immunization and Vaccination Policy

Please refer to Section 607.004 of the Texas Government Code. The City of Windcrest will follow the guidelines as stated in this statute. ***Texas Govt. Code Title 6 is located in the document center***

NON-DISCRIMINATION AND ANTI-HARASSMENT POLICY

The City of Windcrest has adopted a policy of “zero-tolerance” with respect to unlawful workplace harassment in accordance with *Section 703 of Title VII of the 1964 Civil Rights Act (located at document center)*. In this connection, the City expressly prohibits any form of unlawful employee harassment based on race, color, religion, sex, national origin, age, disability, military or veteran status, or status in any group protected by state or local law. Improper interference with the ability of City employees to perform their expected job duties is not tolerated.

With respect to sexual harassment, the City prohibits the following:

- Unwelcome sexual advances, requests for sexual favors, and all other verbal or physical conduct of a sexual or otherwise offensive nature, especially where:
 - Submission to such conduct is made either explicitly or implicitly a term or condition of employment
 - Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment
 - Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment
- Offensive comments, jokes, innuendoes, and other sexually oriented statements.

Examples of the types of conduct expressly prohibited by this policy include, but are not limited to, the following:

- Touching, such as rubbing or massaging someone's neck or shoulders, stroking someone's hair, or brushing against another's body
- Sexually suggestive touching
- Grabbing, groping, kissing, or fondling

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- Lewd, off-color, sexually oriented comments or jokes
- Foul or obscene language
- Leering, staring, or stalking
- Suggestive or sexually explicit posters, calendars, photographs, graffiti, or cartoons
- Unwanted or offensive letters or poems
- Sitting or gesturing sexually
- Offensive e-mail or voice-mail messages
- Sexually oriented or explicit remarks, including written or oral references to sexual conduct
- Gossip regarding one's sex life, body, sexual activities, deficiencies, or prowess
- Questions about one's sex life or experiences
- Repeated requests for dates
- Sexual favors in return for employment rewards, or threats if sexual favors are not provided
- Sexual assault or rape
- Any other conduct or behavior deemed inappropriate by the City

This policy applies to all applicants, employees and volunteers, and prohibit harassment, discrimination and retaliation whether engaged in by fellow employees, by a supervisor or manager or by someone not directly connected to the City (e.g., an outside vendor, consultant or customer).

Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

Harassment Complaint Procedure

Each member of management is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. Further, employees are responsible for respecting the rights of their coworkers.

If you experience any job-related harassment based on your sex, race, national origin, disability, or another factor, or believe that you have been treated in an unlawful, discriminatory manner, promptly report the incident to your supervisor. If you believe it would be inappropriate to discuss the matter with your supervisor, you may bypass your supervisor and should report it directly to your Department Head or City Manager and an investigation will be conducted. Your complaint will be kept confidential to the maximum extent possible.

If the City determines that an employee is guilty of harassing another employee, appropriate disciplinary action will be taken against the offending employee, up to and including termination of

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employment.

The City prohibits any form of retaliation against any employee for filing a bona fide complaint under this policy or for assisting in a complaint investigation. However, if, after investigating any complaint of harassment or unlawful discrimination, the City determines that the complaint is not bona fide and was not made in good faith or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or who gave the false information, up to and including termination from employment.

IMPORTANT NOTICE TO ALL EMPLOYEES:

Employees who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this complaint procedure. An employee's failure to fulfill this obligation could affect his rights in pursuing legal action. Also, please note, federal, state and local discrimination laws establish specific time frames for initiating a legal proceeding pursuant to those laws.

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Therefore, while no fixed reporting period has been established, the City strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken. The City will make every effort to stop alleged harassment before it becomes severe or pervasive, but can only do so with the cooperation of its staff/employees.

AMERICANS WITH DISABILITIES ACT POLICY STATEMENT

The City is committed to complying with the Americans with Disabilities Act of 1990 (updated March 2012) as **amended (located in the document center)**. Accordingly, all employment decisions as to applicants for employment or as to persons having been employed will be made regardless of the existence of a disability or perceived disability. Once it is known that an individual suffers from a disability and that person is otherwise qualified for the job in question, the City will make all means available to reasonably accommodate the individual's disability, provided the accommodation would have been a reasonable accommodation had the hardship been known when the applicant was hired and provided that such accommodation does not constitute an undue hardship on the City. This determination will be made on a case-by-case basis, dependent upon the facts involved. No employee or applicant for employment will be denied employment because of the need for reasonable accommodation.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the City Manager or his designee. The City encourages individuals with disabilities to come forward and request reasonable accommodation. Procedure for requesting an accommodation **is located in the document center**.

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IMMIGRATION REFORM AND CONTROL ACT

The Immigration Reform and Control Act of 1986 makes it unlawful for an employer to knowingly hire, recruit, or refer for a fee for employment in the United States any individual (citizen or alien) not supplying proper documentation to verify his eligibility to work in the United States. The City will comply fully with this law and will not knowingly employ anyone who does not supply the City with government-required support documentation to verify that the employee is authorized to work in the United States. In the event it is determined an individual does not have the appropriate documentation, that individual will be subject to termination.

AGE DISCRIMINATION IN EMPLOYMENT ACT

Consistent with the Age Discrimination in Employment Act, we will not discriminate against anyone because he is over the age of forty (40). An employee or job applicant who has questions regarding this policy or believes that he has been discriminated against based on age should notify the City Manager or his designee.

RIGHT –TO-WORK LAWS

The City resolves to respect the Right-to-Work Laws of Texas, our home state, and will carefully protect each person's right to enjoy all the privileges of employment without regard to his membership or non membership in any organization or association.

OUTSIDE EMPLOYMENT STATEMENT

The City recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to our business. However, the employee must disclose any possible conflicts so that the City may assess and prevent potential conflicts of interest from arising. A potential, perceived or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member (i.e., spouse or significant other, children, parents, siblings) as a result of the City's business dealings. When an employee is on FMLA leave, the employee with the City of Windcrest, will not be permitted to work outside employment.

Employees are required to obtain written approval from their Supervisor before participating in outside work activities. Approval will be granted unless the activity conflicts with the City's interest. In general, outside work activities are not allowed when they:

- prevent the employee from fully performing work for which he is employed at the City, including overtime assignments;

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- involve organizations that are doing or seek to do business with the City, including actual or potential vendors or customers; or
- violate provisions of law or the City's policies or rules.

From time to time, City employees may be required to work beyond their normally scheduled hours. Employees must perform this work when requested. In cases of conflict with any outside activity, the employee's obligations to the City must be given priority. Employees are hired and continue in the City's employ with the understanding that the City is their primary employer and that other employment or commercial involvement which is in conflict with the business interests of the City is strictly prohibited.

Work Product Ownership

All City employees must be aware that the City retains legal ownership of the product of their work. No work product created while employed by the City can be claimed, construed, or presented as property of the individual, even after employment by the City has been terminated or the relevant project completed. This includes written and electronic documents, audio and video recordings, system code, and also any concepts, ideas, or other intellectual property developed for the City, regardless of whether the intellectual property is actually used by the City. Although it is acceptable for an employee to display and/or discuss a portion or the whole of certain work product as an example in certain situations (e.g., on a resume, in a freelancer's meeting with a prospective client), one must bear in mind that information classified as confidential must remain so even after the end of employment, and that supplying certain other entities with certain types of information may constitute a conflict of interest. In any event, it must always be made clear that work product is the sole and exclusive property of the City.

Reporting Potential Conflicts

An employee must promptly disclose actual or potential conflicts of interest, in writing, to his Supervisor. Approval will not be given unless the relationship will not interfere with the employee's duties or will not damage the City's relationship/reputation

EMPLOYMENT**Orientation Period**

Every new employee goes through an initial period of adjustment in order to learn about the City and about his job. During this time the employee will have an opportunity to find out if he is suited to, and likes, his new position.

Additionally, the orientation period gives the employee's Supervisor a reasonable period of time to evaluate his performance. The orientation period is six months for non-police personnel and one year for police personnel.

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During this time, the new employee will be provided with training and guidance from his Supervisor. He may be discharged at any time during this period if his Supervisor concludes that he is not progressing or performing satisfactorily, with the approval of the City Manager. Under appropriate circumstances, the orientation period may be extended. Additionally, as is true at all times during an employee's employment with the City, employment is not for any specific time and may be terminated at will, with or without cause and without prior notice.

At the end of the orientation period, the employee and his Supervisor may discuss his performance. Provided his job performance is "satisfactory" at the end of the orientation period, he will continue in our employment as an at-will employee.

Applicability of Personnel Policies

Department Heads may establish departmental rules and regulations that relate specifically to personnel issues in their departments as long as they do not conflict with these policies. If there is a conflict between a departmental rule or policy and these policies or any future amendments to these policies, the terms of these policies shall prevail. Departmental rules and regulations must be approved by the City Manager in writing. Additionally, the provisions of these policies are severable, and if any provision or part of a provision is held invalid, illegal, or unenforceable, this shall not affect the validity of the remaining provisions or parts of provisions, which shall remain in force and effect. Changes in state or federal laws or regulations will supersede these policies and/or departmental policies from the effective date of the law or regulation forward and will substitute for these personnel policies only insofar as necessary for compliance. Should Police policy and this manual be in conflict, the Police policy will prevail as approved by the City Manager.

Employee Categories**Exempt Employee**

Exempt Employees are Employees who are not required to be paid overtime, in accordance with applicable federal, state or local law. Executives, professional employees, outside sales representatives, and employees in certain administrative or computer-related positions are typically exempt.

Non-Exempt Employee

Employees who are required to be paid overtime will be paid at the rate of time and one half (i.e., one and one-half times) their regular rate of pay for actual hours worked beyond forty hours in a workweek, (i.e. must be at work 40 hours and not used any vacation, sick, etc. in that same 40 hour week, in accordance with applicable federal wage and hour laws.

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Full-time Employee

A "full-time employee" is an individual who consistently works at least 37.5 hours per week and a minimum of eleven months per year. This employee is eligible for all of the employee benefits given by the City.

Part-Time Employee

A "part-time employee" is an individual who works less than 37.5 hours per week and do not generally receive benefits.

Temporary/Seasonal Employee

A "temporary/seasonal employee" is an individual who is hired for a period of less than one hundred eighty (180) days. They are paid an hourly rate comparable to the Federal Minimum wage or commensurate with the duties of that position. This employee will not be eligible for City benefits.

Volunteers

A "Volunteer" is any person who gives his services to the City without any expressed or implied promise of remuneration. Volunteers are required to comply with the personnel policy. Volunteers are subject to Worker's Compensation insurance coverage only when providing authorized service to the City. Volunteers work at the will of the respective Department Heads.

WORK SCHEDULE**Continuous Uninterrupted Service**

When used in this manual, the term "continuous uninterrupted service" shall mean an employee's continuous performance of productive work for the City. Employees' continuous uninterrupted service may be deemed to be broken when an employee fails to report for work for more than two (2) consecutive working days without cause and fails to report to their Supervisor without delay on the first day of absence the reason for the absence. Absence because of military reserve duty and/or jury duty shall not be counted as time absent for the purpose of this definition.

Working Hours and Break Periods**Regular Hours**

The regular work schedules for each position and department may vary. The schedules will be assigned through the employee's Supervisor or Department Head. Please refer any questions relating to working hours to your Supervisor or Department Head.

Lunch Hours

Employee meal periods are important to the City's productivity and employee health. Employees who work at least six (6) consecutive hours will be provided with a meal period. The meal period for employees is one (1) unpaid hour, but may be adjusted at the discretion of the Department Head,

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but no less than 30 minutes. Employees are to be completely relieved and are not permitted to work during any portion of the employee's meal period.

Breaks

The City recognizes that employees work better and enjoy their work more when they are rested and refreshed. Although not required by Federal Law, the City generally offers all employees working eight hours per day with two (2) paid fifteen (15) minute rest periods when possible; one in the morning and one in the afternoon. Break time is generally a part of the work day; such time may not be accumulated or used in lieu of leave. The times for these periods will be determined by each Department Head. At times work projects or demands may not allow for a break at specific times. Supervisors and Department Heads will do their best to allow for these break times.

Lactation Breaks

The City will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child up to one year of age. If possible, this break time shall run concurrently with any break time already provided by law to the employee. Any break time given for this purpose that does not run concurrently with the break time provided by law shall be unpaid.

The City will make every reasonable effort to provide employees with the use of a room or other location (other than a toilet stall) close to the employees' work area for employees to express milk in private. The room or location may include the place where the employee normally works if it otherwise meets the requirements of this policy.

Weekend, Holiday, Afterhours Duty, Special Events and Emergencies:

At times an employee or employees may be placed on call and/or requested to report for duty on weekends, holidays and/or after regularly scheduled work hours. Each employee of the City may be required to work special events or report to work with little notice for emergency purposes.

Limited Duty

When an employee is physically unable to perform his normal duties, a Department Head, with approval of the City Manager, may allow Limited Duty status for that employee for a time frame not to exceed six (6) months in duration unless otherwise required by law. Employees placed on limited duty status may have their pay rate adjusted to the salary level of the position they are temporarily filling by the City Manager. Limited Duty will only be granted when a position is available. No new position will be created by a Department to accommodate an employee's request for this duty.

Layoff

When it is necessary to terminate an individual's employment due to elimination of a position, lack of available work or funds or other circumstances which do not reflect discredit on the employee's performance, this action is termed as "layoff."

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The decision of the City Manager to retain or terminate an employee shall be based on his position, job performance, seniority and ability to perform duties and responsibilities of the respective position. Full-time employees shall receive preference over part-time, temporary or seasonal employees.

Whenever possible, the affected employee(s) shall be given at least two (2) weeks advance notice of termination.

Rehire Policy

An employee whose employment was terminated by the City for non-performance related issues or by the employee who gave proper notice of resignation will be eligible for rehire.

Compensation

It is important to have a stable permanent salary plan policy, so an employee may see the future in working for the City of Windcrest. The policy is based upon values such as fairness and equity to be able to hire and retain employees. The Salary policy will be reviewed from time to time. Please refer to the Personnel Schedule for additional details.

Performance Evaluations

All employees will be evaluated annually by May 30th. Non-exempt and exempt employees will be evaluated by their respective Department Head/Supervisor. The City Manager will evaluate other exempt employees, including Department Heads. The Mayor and City Council will evaluate the City Manager. Based on the employee's performance evaluation, each employee may be eligible for a merit increase as outlined in the approved Merit Increase Guide. The Merit Increase Guide contained in the Forms Index will be utilized for computing merit salary increases, considering budget guidance and considering the overall knowledge of the Department Head. Salary increases may be withheld should the employee's work performance warrant such. Based upon overall budget considerations, the City Council will determine the percentage of total salary dollars available for Merit Performance Increases and salary adjustments. Merit increases and salary adjustments will be effective on the first payroll which includes the October 1st effective date or the effective date directed by the City Council.

Employees with less than one year of service at the time of merit adjustments would be eligible for a pro-rated merit increase on the fixed-point effective date of merit adjustments. Employees hired within 90 days of the fixed-point date would not be eligible for merit increase until the following fiscal year increase date, at which time they would be eligible for a pro-rated increase reflective of their number of months of service.

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Employees

The performance evaluation system of Windcrest is an employee oriented program consisting of joint employee and the Supervisor evaluations and frequent joint interactions to evaluate an employee's work performance. The Windcrest Police Department efficiency report will be used for assigned Police personnel.

Purpose

The purpose of performance evaluations are to:

1. Assist the employee and the Supervisor in mutually understanding the job requirements;
2. Help the employee improve individual job performance;
3. Recognize employee accomplishments and good work;
4. Assist the employee in planning his employment with the City;
5. Help determine eligibility for promotion, conversion to regular status or retention.

General Guidelines and Record Keeping Requirements

All performance evaluations will be completed in accordance with this Manual and will be submitted according to the following guidelines:

1. **Informal Performance Review** - Each Supervisor, on a quarterly basis, will discuss with their employees the performance for the quarter. Notes concerning this discussion should be used to assist in writing the formal evaluations.
2. **Formal Evaluations** - Formal evaluations are discussed jointly by employees and Supervisors and are submitted on at least an annual basis and at other times as specified below. Each Department is required to establish a formal chain of command through which evaluations will be routed and reviewed. This chain of command should be the same chain as for disciplinary actions and shall be posted in a visible area within the Department. The employee is required to sign the City's copy of the evaluation to signify that a discussion of the rating has taken place. This signature does not imply agreement with the evaluation. Formal evaluations are kept in the employee's permanent personnel file. These evaluations are done at the following times.
 - a. New Employee - Employees who are newly hired or in a new job with the City will be formally evaluated at 30 days, 90 days, and 150 days of employment. Supervisors are required to discuss the employee evaluation form with their new employee(s).

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- b. Annual - An annual evaluation will be done on each employee by May 30th.
 - c. Attention must be paid to the proper time sequence in submitting evaluations to the City Manager.
- 3. When submitting evaluations for a new employee or termination, the evaluation and supporting documentation must be received by the City Manager at least five (5) days prior to the qualifying event. When submitting annual evaluations, the evaluation and supporting documentation must be received by the City Manager at least ten (10) working days prior to May 30th unless another submission date is set by the City Manager or City Council.
 - 4. Generally, the City Manager is the final authority on all evaluations of performance for all employees. The completed evaluation must be submitted to the City Manager for review, signature, comments and filing in the employee's personnel file.

Any adjustments to the evaluation resulting from the employee's comments must be documented on this form by the Department Head.

PAYROLL POLICY

Paychecks are payment from the City for services rendered and payment is bi-weekly. When you get your payroll check or direct deposit pay statement, make sure the hours and pay rate are correct. If your hours or rate of pay is not correct, do not cash your check, bring it to the attention of your Department Head or Supervisor and let him correct the error, if any. Also, if you do not understand how to figure your pay or how to read your check, seek help from a Department Head or Supervisor so that it can be properly explained to you.

Employees may be paid by check or through direct deposit of funds to either a savings or checking account at their bank of choice (providing the bank has direct deposit capability). To activate direct deposit, complete the Direct Deposit form. To ensure account accuracy it may take several weeks for activation of the Direct Deposit.

In the event of a lost paycheck, the Finance Department must be notified in writing as soon as possible before a replacement check can be issued. In the event the lost paycheck is recovered and the City identifies the endorsement as that of the employee, the employee must remit the amount of the replacement check to the City within 24 hours of the time it is demanded. Or this amount could be deducted from the next check .

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The amount of Federal withholding is affected by the number of exemptions claimed on Form W-4, Employee's Withholding Allowance Certificate. If an employee's marital status changes and new W-4 is submitted, please allow up to two weeks before becoming effective.

Deductions from Paychecks

There are three automatic deductions from your "gross pay", all of which are required by law: Social Security (F.I.C.A.), Income Tax, and Medicare deductions. The Income Tax deductions vary with the number of dependents you claim. Consult with your Accountant or Financial Advisor or the Internal Revenue Service as to how many you should claim. Additional resource is the Form W-4, which has a worksheet that will help figure your deductions.

Your contribution to the Retirement System will be deducted from your paycheck each pay period.

Under Texas law, your employer cannot garnish your wages for the collection of unpaid debts. The only exceptions are the collection of unpaid income taxes, court ordered child support payments, and/or delinquent student loans. Your paycheck can be garnished by Court-ordered deductions. There may be other deductions authorized by the employee. Such authorizations are completely voluntary and must be in writing by you.

Overtime

Overtime work may be required of any employee subject to approval of the employee's Department Head or designated Supervisor. An employee who fails to work scheduled or non-scheduled overtime is subject to disciplinary action, up to and including discharge. In determining whether overtime rates apply to an employee's rate of pay, periods of absence such as holidays, vacations, leaves of absence, sick leave, etc. shall not be computed as "hours worked."

All non exempt employees (except Firefighters and Law Enforcement Officers) will be paid one and one-half times their regular hourly rate for all hours worked beyond forty (40) in any given workweek. Employees who are nearing or have worked forty (40) hours in a work week may be given time off by their Supervisor or Department Head within the same workweek to prevent or reduce overtime if it does not create an undue hardship for a department.

Employees should receive prior approval from the employee's Department Head/Supervisor before performing work beyond the employee's regular work hours. Failure to receive prior approval could be subject to disciplinary actions.

Overtime Rule for Firefighters and Law Enforcement Officers

The City will utilize Overtime Compensation Rules defined in Section 553.230 of the Fair Labor Standards Act in determining when overtime will be paid to full-time Firefighters and Police Officers. For those employees engaged in fire protection and law enforcement activities who have a work period of at least seven (7) but less than twenty eight (28) consecutive days, no overtime

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compensation is required until the number of hours worked exceeds the number of hours which bears the same relationship to two hundred and twelve (212) as the number of days in the work period bears to twenty eight (28). This policy establishes a work period of fourteen (14) days for both Firefighters and Police Officers. Overtime for Firefighters will be paid after one hundred and six (106) hours are worked in a fourteen (14) day period and for Police Officers after eighty six (86) hours are worked in a fourteen (14) day period.

Employee Time

Any employee inaccurately reporting or falsifying time worked is subject to disciplinary action up to and including termination. See the Time and Attendance Policy for details.

TIME OFF**Holidays**

The City will grant paid holiday time off to all full-time employees on the holidays listed in the document center:

If a City holiday is on a Saturday, the holiday will be observed on the immediately preceding Friday.
If a City holiday is on a Sunday, the holiday will be observed on the immediately following Monday.

Holiday Pay

Full-time, non-exempt employees authorized to work on a scheduled City holiday or the weekend will be paid at the rate of two times their hourly rate for the number of holiday hours worked.

Example:

Christmas Eve Holiday falls on Saturday, the City observes this holiday on the Friday before Christmas Eve. Christmas Day Holiday falls on Sunday, the City observes this holiday on the following Monday. The non-exempt employee would receive double time pay for Friday and Monday.

Work Schedule

Friday, December 23--City Holiday

Saturday, December 24

Sunday, December 25

Monday, December 26—City Holiday

Pay

2 times hourly rate

Add 1 ½ Regular hourly rate

Add 1 ½ Regular hourly rate

2 times hourly rate

Non-exempt employees may elect to request time off at a later date in lieu of receiving holiday pay. In order to request time off, the employee must submit their request in writing and attach it to the affected dates. Employees may only defer twenty – four (24) hours of holiday hours per year and all

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deferred holiday time must be taken in the same calendar year. Exempt employees are paid normal rate of pay for having to work on holidays.

Administration of Vacation and Sick Leave

The City provides for earning or using of vacation and sick leave by full-time employees. Request for Leave is done via your supervisor and/or Department Head.

Vacation and sick leave are earned as indicated in this Manual. Vacation leave and sick leave, when authorized, will only be charged for absence during work days. Saturdays, Sundays or official City holidays are considered non work days for all employees, except those assigned to shifts. All requests for leave must be approved by the employee's Supervisor.

Vacation and sick leave may be used to facilitate short periods of absence, i.e., personal business, physician's appointments, etc. However, individuals who utilize all of their sick and vacation leave will not be advanced leave, but will be required to take leave without pay unless he/she receives hours from the Sick Leave Pool.

Accrual / Vacation Leave**Non- exempt**

1. Vacation leave of ten (10) days per calendar year will be granted to non-exempt employees, after one (1) year of continuous satisfactory employment.
2. Vacation leave for non-exempt employees may be accumulated not to exceed hours listed:

Non-exempt

1-5 years:	2 weeks	120 maximum hours
5-10 years:	3 weeks	160 maximum hours
10+ years:	4 weeks	210 maximum hours

Reimbursement will be made for accrued unused vacation leave upon termination after twelve (12) months of satisfactory employment.

3. Vacation leave with pay may not be granted until the employee has been on full employment for 12 months. If the employee would have qualified for FMLA leave had that employee been employed for at least 12 months and had worked 1,250 hours then the employee will be required to use their vacation leave after they have

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exhausted their sick leave for an event that would qualify under the FMLA in lieu of leave without pay.

4. A request from a non-exempt employee for an anticipated vacation leave must be submitted to the Department Head/Supervisor two (2) weeks prior to the beginning date of requested leave. A Department Head may approve a request for vacation leave with less than a two week notice that is based on extenuating circumstances.
5. The City will attempt to grant the employee's request for time off however; circumstances such as absenteeism of other employees, vacation, and workload issues may prohibit the request.

Exempt

1. Vacation leave for exempt employees and not to exceed time listed:

Exempt, Department Heads, & City Manager

1-5 years:	3 weeks	160 maximum hours
5-10+ years:	4 weeks	210 maximum hours

Reimbursement will be made for accrued unused vacation upon termination after one (1) year of satisfactory employment. Time will be provided for exempt employees, the City Manager and Department Heads to make satisfactory arrangements for their vacation time without it impacting on their accrual limits for vacation leave. The City Manager and Department Heads are highly encouraged to take leave to avoid exceeding the accumulated limit.

2. The scheduling of vacation leave for Department Heads will be coordinated and approved by the City Manager. The Mayor will approve leave for the City Manager.
3. Vacation leave with pay may not be granted until the employee has been on full employment for 12 months. If the employee would have qualified for FMLA leave had that employee been employed for at least 12 months and had worked 1,250 hours then the employee will be required to use their vacation leave after they have exhausted their sick leave for an event that would qualify under the FMLA in lieu of leave without pay.
4. The City will attempt to grant the employee's request for time off however, circumstances such as absenteeism of other employees, vacation, and workload issues may prohibit request.

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Personal Leave

An employee who has taken 0 - 3 days of sick leave in the preceding twelve (12) months and has completed twelve (12) months of uninterrupted full time service with the City may elect to convert two (2) days of sick leave to personal leave. An employee who is eligible and elects to convert two (2) days of sick leave to personal leave must use the personal leave before their next anniversary date or it will remain as sick leave accrued.

Personal leave is defined as paid leave and is not to be confused with an employee's accrued vacation leave as personal leave must be taken prior to the employee's next anniversary date.

Administrative Leave

A Department Head, with the approval of the City Manager, may place an employee on administrative leave with or without pay. Administrative Leave is not considered as vacation or sick leave.

Bereavement Leave

In the event of a death in the immediate family, a full-time employee will be allowed a leave of absence with pay not to exceed three (3) working days. For the death of a non immediate family member, one (1) day of leave will be provided. For purposes of this policy, immediate family is defined as parent, grandparent, spouse, sibling, child, grandchild, mother in law, father in law, brother in law and sister in law. Non immediate family is defined as grandparent-in-law, aunt, uncle, cousin or in-laws not described above. If the days fall within your vacation, a holiday, or scheduled days off, no adjustment will be made to hours or wages. Your Supervisor must be notified immediately of the forthcoming absence so that proper schedule arrangements can be made.

Jury Duty

If you are summoned to serve on a court jury, you shall show your summons to your Supervisor promptly (within two days of receipt) so that proper schedule arrangements can be made. You shall also keep your Supervisor regularly informed of when you expect to return from jury duty. If you are dismissed from jury service prior to the end of your scheduled work day, call your Supervisor to determine whether you should report for work. A statement from the jury clerk, listing days of service, must be presented to your Supervisor the day you return to work. You will be paid your regular pay for those days which you were assigned to work but instead served on a jury panel, up to a maximum of fifteen (15) working days per year. Absences greater than fifteen (15) working days caused by jury duty service will be without pay unless the employee chooses to use their vacation time for the remainder of their jury duty. An employee who has not been employed with the City for one year is permitted to use their accumulated vacation time for the remainder of their jury duty.

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Weather Related Closures

In the event that City Hall would be closed or would open late due to hazardous weather and/or road conditions this information would be provided on the Employee Information Line.

The Employee Information Line can be reached by dialing the Main City Hall phone number 210-655-0022, waiting for the Auto-attendant to answer and then dialing extension 4110.

The recording would play relative information to the current situation. Unless otherwise directed by the information in this recording the employee would report to work at the regular time. Calling the Police Dispatcher may not have the latest information provided in the Employee Information Line.

Military Leave

The City of Windcrest's policy is to comply with all applicable laws that afford protection rights to employees serving duty with the military, the Armed Forces Reserves and National Guard.

There are two (2) situations in which military leave is granted: temporary military duty (including summer encampment) and active duty. The City of Windcrest will supplement pay for up to fifteen (15) days per calendar year for employees serving temporary military duty. For active duty or enlistment, leave will be unpaid. Upon the employee's return from active military service they may be eligible for reinstatement as provided in the Uniformed Services Employment and Reemployment Rights Act (USERRA). If an employee enlists or is called to active duty, employee benefits not provided for by USERRA will not continue beyond the end of the month in which leave begins.

Continuation of Health Benefits

During a military leave of less than 31 days, an employee is entitled to continued group health plan coverage under the same conditions as if the employee had continued to work. For military leaves of more than 30 days, an employee may elect to continue his health coverage for up to 24 months of uniformed service, but may be required to pay all or part of the premium for the continuation coverage. The City appreciates the sacrifices made by military families. By appreciation, the City offers to pay 100% of the premium of the employee only portion of group health plan coverage while the employee is on Military Leave. The employee would still need to follow the procedures to elect continuation of coverage and if elected, the employee would be responsible for dependent coverage premiums. [NOTE: Employees and/or dependents who elect to continue their coverage may not be required to pay more than 102% of the full premium for the coverage elected. The premium is to be calculated in the same manner as that required by COBRA.]

All military leave requests must be in writing and accompanied by military orders. Military leave requests shall be submitted to the employee's respective Department Head as soon as possible after receipt of military orders. Military leave benefits will not be paid unless military orders are presented prior to the dates of each absence for military leave.

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Return from Military Leave**Notice Required**

Upon return from military service, an employee must provide notice of or submit an application for reemployment in accordance with the following schedule:

1. An employee who served for less than 31 days or who reported for a fitness examination, must provide notice of reemployment at the beginning of the first full regular scheduled work period that starts at least eight hours after the employee has returned from the location of service.
2. An employee who served for more than 30 days, but less than 181 days, must submit an application for reemployment no later than 14 days after completing his period of service, or, if this deadline is impossible or unreasonable through no fault of the employee, then on the next calendar day when submission becomes possible.
3. An employee who served for more than 180 days must submit an application for reemployment no later than 90 days after the completion of the uniformed service.
4. An employee who has been hospitalized or is recovering from an injury or illness incurred or aggravated while serving must report to the Human Resources Department (if the service was less than 31 days), or submit an application for reemployment (if the service was greater than 30 days), at the end of the necessary recovery period (but which may not exceed two years).

Required Documentation

An employee whose military service was for more than 30 days must provide documentation within two weeks of his return (unless such documentation does not yet exist or is not readily available) showing the following: (i) the application for reemployment is timely (i.e. submitted within the required time period); (ii) the period of service has not exceeded five years; and (iii) the employee received an honorable or general discharge.

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TIME OFF TO VOTE

The City encourages employees to vote in elections for public office ("elections for public office" includes elections for sheriff, school board, district attorney, and all primary and general elections) are scheduled throughout the state, county, city or town in which the employee works.

Any employee whose work schedule does not provide him two consecutive hours to vote while polls are open, will be granted reasonable time off in order to vote. This time off will be paid up to a maximum of two (2) hours.

Texas law requires employers to allow employees time off to vote if their work schedules are during voting hours and they do not have at least two (2) hours consecutive outside of work schedule for voting.

- a. Let employees have at least two hours off to vote on an election day (unless they have already voted under early voting procedures)
- b. Such time off needs to be paid to the extent that it cuts into the employee's normal working hours (*statute V-1532*)
- c. Such time off does not need to be paid if the two hours are available outside of normal working hours (*statute V-1532*)
- d. If the time is taken off from mandatory overtime, the time off should be paid at the rate that would have applied to the time so missed (*statute M-53*)
- e. If the time is taken off from optional overtime voluntarily requested by the employee, the time off does not need to be paid, since the time off would be outside of normal working hours and is time that the employee voluntarily chose to spend working rather than voting (*M-53*)

Notify your supervisor of the need for voting leave as soon as possible. The City reserves the right to select the hours you are excused to vote. When you return from voting leave, you must present a voter's receipt to your Supervisor as soon as possible.

No employee will be penalized or retaliated against for requesting time off to vote.

FMLA (Family and Medical Leave of Absence) and Sick Leave

Definitions

FMLA leave is a federally mandated unpaid leave available to employees who have been employed for at least twelve (12) months prior to the request for leave and who have performed at least 1,250 hours of service during the last twelve (12) months.

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Sick leave is an optional leave provided by the City of Windcrest which is not required by state or federal law and should not be confused with FMLA leave. It is a paid benefit for certain employees, whereas FMLA is an unpaid right. The rules for obtaining the benefits of paid sick leave from the City and unpaid FMLA benefits under federal law are different, although they overlap in some circumstances.

Availability

FMLA leave is available for the following reasons: (a) the employee's serious health condition, (b) to care for a child, spouse or parent who has a serious health condition, or (c) the birth, adoption or placement through foster care of a child and to care for that child within twelve (12) months of birth/placement, (d) for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation.

Sick leave is provided to all full-time and exempt employees. It is available to an employee who is unable to work due to (a) personal injury, illness or pregnancy, or (b) due to the personal injury, illness or pregnancy of a member of the employee's immediate family. Immediate family is defined as an employee's spouse or the child/legal dependent of the employee or his spouse who is a permanent resident of the employee's household. The employee's personal injury or illness does not need to be serious as in the case of FMLA.

Accrual of FMLA Leave

If you are an employee eligible for FMLA leave, you may receive up to twelve (12) weeks of FMLA leave during a "rolling" twelve (12) month period for any of the reasons stated above for FMLA leave. The rolling twelve (12) months is reviewed by looking back at the twelve (12) months prior to a leave request to determine how much leave has been taken.

Intermittent leaves and leaves taken by reducing your work schedule will be granted when necessary due to your own serious health condition or that of a covered family member. Intermittent and/or reduced schedule leaves due to the birth, placement or adoption of a child may be granted with the authorization of your Supervisor. If you work a reduced hour schedule due to an intermittent FMLA leave, you will receive an adjustment to your pay based upon the reduced schedule.

The City reserves the right to limit the leave period for spouses when both are employed by the City, to a combined total of twelve (12) work weeks of FMLA leave per year for the birth, placement or adoption of a child or to care for a parent with a serious health condition. This restriction does not apply to FMLA leave taken for other reasons.

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Notice and Verification Requirements for FMLA leave

A thirty (30) day notice of request for FMLA leave is required whenever the leave is foreseeable. If the leave is unexpected, notice must be given as early as possible (within one [1] – two [2] working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible). If the leave is due to an employee's own medical emergency, a family member or other adult may contact the employee's Supervisor/Department Head as soon as possible, if the employee is unable to do so. A form to request FMLA leave can be obtained from the company's Human Resources Information System (HRIS). If the dates of the anticipated leave change, an employee must notify the employee's Supervisor/Department Head of such changes as soon as practicable.

For FMLA leave, you will be required to submit verification for leave, such as medical certification for your own serious health condition or that of a family member, birth certificate, adoption papers, etc., as well as periodic recertification of medical status. The City may require you to periodically report on the status of your leave and intent to return to work. If the employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the City with reasonable notice (i.e., within 2 business days) of the employee's changed circumstances and new return to work date. If the employee gives the City notice of the employee's intent not to return to work, the employee will be considered to have voluntarily resigned. If your FMLA leave was due to your own serious medical condition, you may be required to provide verification from your health care provider upon your return to work that you are able to perform the essential functions of your position with or without specified reasonable accommodation.

Intermittent or Reduced Work Schedule Leave

Intermittent leave is leave taken in separate blocks of time. A reduced work schedule leave is a leave schedule that reduces an employee's usual number of hours per workweek or hours per workday.

Leave because of an employee's own serious health condition, or to care for an employee's spouse, child or parent with a serious health condition, may be taken all at once or, where medically necessary, intermittently or on a reduced work schedule.

If an employee takes leave intermittently or on a reduced work schedule basis, the employee must, when requested, attempt to schedule the leave so as not to unduly disrupt the City's operations. When an employee takes intermittent or reduced work schedule leave for foreseeable planned medical treatment, the City may temporarily transfer the employee to an alternative position with equivalent pay and benefits for which the employee is qualified and which better accommodates recurring periods of leave.

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Use of Paid and Unpaid Leave

FMLA provides eligible employees with up to 12 workweeks of unpaid leave. During FMLA leave, you will be required to use all of your accrued sick, personal and vacation leave at the start of FMLA leave. This also applies when an employee has not been with the City for 12 months and worked 1,250 hours provided the leave would have qualified as FMLA leave. The time period that is considered “paid” by accrued sick, personal or vacation leave will not increase the length of time of FMLA leave eligibility (e.g. twelve [12] week total time consisting of both paid and unpaid leave time). The remainder of the 12 workweeks of leave, if any, will be unpaid FMLA leave. Any paid leave used for an FMLA qualifying reason will be charged against an employee's entitlement to FMLA leave. This includes leave for disability or workers' compensation injury/illness, provided that the leave meets FMLA requirements.

During FMLA leave, you will not receive holiday pay for any holidays that fall during the leave period. During FMLA leave, at the start of a calendar year, you will not be eligible to be credited for any sick, personal or vacation time for that year until such time as you return to active employment.

Designation of Leave

The City will notify the employee that leave has been designated as FMLA leave. The City may provisionally designate the employee's leave as FMLA leave if the City has not received medical certification or has not otherwise been able to confirm that the employee's leave qualifies as FMLA leave. If the employee has not notified the City of the reason for the leave, and the employee desires that leave be counted as FMLA leave, the employee must notify the Department Head or central designated Human Resources person within 2 business days of the employee's return to work that the leave was for a FMLA reason.

Maintenance of Health Benefits

During FMLA leave, group health and life insurance benefits for the employee only will continue to be paid by the City, and any insurance benefits for family members other than the employee must be paid by the employee. The City paid insurance benefits will cease if the employee informs the City of the employee's intent not to return from leave, if the employee fails to return from leave, or if the leave expires pursuant to other leave policies of the City.

If the employee's payment of health insurance premiums is more than 30 days late, the City may discontinue health insurance coverage upon notice to the employee.

Return from FMLA Leave

Upon return from FMLA leave, the City will place the employee in the same position the employee held before the leave or an equivalent position with equivalent pay, benefits and other employment terms.

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Limitations on Reinstatement

An employee is entitled to reinstatement only if he would have continued to be employed had FMLA leave not been taken. Thus, an employee is not entitled to reinstatement if, because of a layoff, reduction in force or other reason, the employee would not be employed at the time job restoration is sought.

The City reserves the right to deny reinstatement to salaried, eligible employees who are among the highest paid 10 percent of the City's employees employed within 75 miles of the worksite ("key employees") if such denial is necessary to prevent substantial and grievous economic injury to the City's operations.

Failure to Return to Work Following FMLA Leave

If the employee does not return to work following the conclusion of FMLA leave, the employee will be considered to have voluntarily resigned. The City may recover health insurance premiums that the City paid on behalf of the employee during any unpaid FMLA leave except that the City's share of such premiums may not be recovered if the employee fails to return to work because of the employee's or a family member's serious health condition or because of other circumstances beyond the employee's control. In such cases, the City may require the employee to provide medical certification of the employee's or the family member's serious health condition.

Donation and Transfer of Accumulated Leave

Sick leave maybe donated to the sick leave pool. In the event that additional sick leave is needed, employees may request hours. The sick leave request will be reviewed and voted on by all the department heads. Sick leave pool balance must not go negative.

Requirements of Sick Leave Pool

- Employees must have atleast 40 hours of sick leave
- Employees may receive up to the following number of sick leave
 - o Donate 8 hours annually, may receive up to 80 hours
 - o Donate 16 hours annually, may receive up to 120 hours

It is recommended if an employee terminates, that their sick leave balance get rolled over to the Sick Leave Pool.

Reinstatement after FMLA

Before the employee returns to work from FMLA leave for the employee's own serious health condition, the employee may be required to submit a fitness for duty certification from the employee's health care provider, with respect to the condition for which the leave was taken, stating that the employee is able to resume work.

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FMLA leave or return to work may be delayed or denied if the appropriate documentation is not provided in a timely manner. Also, a failure to provide requested documentation of the reason for an absence from work may lead to termination of employment.

As an eligible employee, you will be restored to your previous position or an equivalent one upon return from their FMLA leave with the same pay, benefits and other terms and conditions of employment unless your former position was eliminated due to a reduction in force, restructuring or other job elimination that was unrelated to their leave.

Those employees defined as “key employees” under the FMLA may be denied reinstatement at the City’s discretion and will be notified of such at the time leave is requested or as soon as a determination can be made by the City that reinstatement of such “key employee” will result in substantial and grievous economic injury to operations.

Sick Leave

Accrual of Sick Leave

Full-time employees earn sick leave at the rate of one (1) working day, or eight (8) hours per month, for each full month of continuous service with the City. Eligibility for sick leave begins at the time of employment. Credit for sick leave may be accumulated from year to year up to sixty (60) working days. Sick leave must be earned before it is used. Earned, unused sick leave credit is not paid upon termination of employment for any reason.

Notice and Verification Requirements for sick leave

In order to use sick leave, an employee must notify his Supervisor of his request as required by the attendance policy of the employee’s department. Absences of three (3) or more consecutive days must be documented by a physician’s statement and the dates that the employee was under the physician’s care. For absences lasting more than three days, you must contact the central Human Resources designee to determine whether you may qualify for FMLA. Employees must use sick leave for its intended purpose. Supervisors will monitor employee use of sick leave for indications of abuse. Abuse of paid sick leave may result in disciplinary action up to and including termination of employment.

LEAVE OF ABSENCE WITHOUT PAY

Should a situation arise that temporarily prevents an employee from working, he may be eligible for a personal Leave of Absence without pay. This leave may be available to employees who have not satisfied the 1,250 hour requirement under FMLA or have exhausted their FMLA leave and are in need of leave due to an FMLA qualifying event.

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Any request for a leave of absence without pay must be submitted in writing as far in advance as possible and it will be reviewed on a case-by-case basis by the employee's Department Head and the City Manager. The decision to approve or disapprove is based on the circumstances, the length of time requested, the employee's job performance and attendance and punctuality record, the reasons for the leave, the effect the employee's absence will have on the work in the department and the expectation that the employee will return to work when the leave expires.

Leaves of absence will be considered only after all vacation, sick and personal time has been exhausted. The duration of a leave of absence, if granted is based on the Department Head's recommendation to the City Manager and only after the City Manager's approval.

Continuing Benefit Plan Coverage

While on a personal unpaid leave of absence, employee's medical coverage will end on the last day of the month following the start of such leave. Employees will have the opportunity of continuing their benefits for a maximum period of 18 months by paying the monthly premiums as required by COBRA legislation. Unemployment Insurance benefits cannot be collected while on a leave of absence without pay.

Salary Action

Any planned salary increase for an employee returning from an unpaid leave of absence without pay will be deferred by the length of the leave.

Vacation and Personal Time

During the calendar year that an employee takes an unpaid leave of absence without pay, the employee is not eligible for vacation. Unused vacation and personal days must be used before an unpaid leave of absence without pay will be granted.

Performance Appraisal

The normal performance appraisal date of an employee on an unpaid leave of absence without pay will be conducted in accordance with the City's performance appraisal schedule.

Returning/Not Returning From a Leave

Due to the nature of our business, the City cannot guarantee either that an employee's job will remain available or that a comparable position will exist when return from an unpaid leave is sought. When an employee is ready to return from a leave of absence without pay, the City will attempt to reinstate the employee to his former position or to one with similar responsibilities.

An employee who returns to work following an unpaid leave will be considered as having continuous service. If an employee does not return from an unpaid leave of absence without pay, the

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termination date is the last day of the authorized leave period or the date the employee notifies his Supervisor he is not returning, whichever is sooner. Such employees may be considered for reemployment.

Bilingual Pay (Grandfathered)

Those employees currently receiving Bilingual Pay as of 02-23-2015 will continue with this benefit and are considered “Grandfathered” in the plan. This benefit will no longer be available to any employee not currently receiving the benefit or who are not considered “Grandfathered” in this benefit.

The “Grandfathered” employees have the following benefit: Bilingual Pay of \$300.00 per year will be paid to full-time employees who can demonstrate that they speak and understand a foreign language or can perform and interpret sign language for the deaf. Each Department Head will certify in writing to the City Manager the eligibility of their staff members.

Health, Dental & Vision Benefits

The City contracts for medical, hospitalization, prescription, dental and vision insurance benefits for all full-time employees, and others voted on by City Council, and pays premiums on such benefits for the employee only. Each employee is provided with manuals, coverage updates and claim forms for the insurance benefit program. Dependent coverage for health/hospitalization, prescription, dental and vision insurance plans are available to employees through payroll deductions. Open enrollment for dependent coverage is each September. The City abides by the Federal COBRA requirements and compliance.

Life Insurance

Full-time employees eligible to participate in group hospitalization coverage are provided life insurance coverage of one times the employee’s annual salary, with a minimum of \$30,000.00. Police Officers will have coverage in the amount of \$100,000.00.

Retirement

All full-time employees become part of the Retirement System on the 1st day of employment. The employee's contribution to this system is 6% of gross pay. The City's contribution will be as prescribed by the Texas Municipal Retirement System.

The Municipal Finance Officer or central Human Resources designee will furnish each employee a separate manual explaining the retirement benefits.

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Restricted Prior Service Credit

Under the Act governing the Texas Municipal Retirement System, employees who are members of the System are authorized and allowed restricted prior service credit for service previously performed for various other public entities for which they have not received credited service.

The service credit granted may be used only to satisfy length-of-service requirements for retirement eligibility, has no monetary value in computing the annuity payments allowable to the member, and may not be used in other computations, including computation of Updated Service Credits.

A member seeking to establish restricted prior service credit under this policy must take the action required under Section 853.305 of Subtitle G of Title 8, Texas Government Code while still an employee of Windcrest.

A copy of the application for Restricted Prior Service Credit is located in the Forms Index of this manual.

WORKERS' COMPENSATION

Industrial injury or occupational illness (as defined by Workers' Compensation Laws) is covered by Workers' Compensation Insurance in lieu of the group health insurance policy. The Compensation Insurance will pay all medical expenses for properly reported on the job injuries and under certain circumstances, disability pay. Texas Workers' Compensation Fund is the sole source of disability pay. Workers' Compensation premiums are paid by the City. The maximum leave time for industrial injury or occupational illnesses will be the same as any other leave – please refer to the Benefits section.

An employee injured on the job or that has an illness caused by work, should stop working and report the condition to his Supervisor immediately. The Employer's First Report of Injury or Illness Form, which is located on the city's Human Resources Information System (HRIS) must be completed and turned into the TML WC Office by the Supervisor. Failure to do so may disqualify an employee from benefits. An employee may go for medical treatment with the consent of his Supervisor. The Supervisor and employee must inform the Human Resource office immediately. An employee who has an industrial injury or occupational illness is required to provide a release from the treating physician stating the employee's ability to return to the current duties as well as any restrictions. Failure to report to work as scheduled, following a leave, may result in dismissal.

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ON THE JOB ABSENTEEISM AND TARDINESS

Because the City depends heavily upon its employees, it is important that employees attend work as scheduled. Dependability, attendance, punctuality, and a commitment to do the job right are essential at all times. As such, employees are expected at work on all scheduled work days and during all scheduled work hours and to report to work on time. Moreover, an employee must notify his Supervisor as far in advance as possible, but not later than one hour before his scheduled starting time if he expects to be late or absent. This policy applies for each day of his absence. An employee who fails to contact his immediate Supervisor may be subject to disciplinary action. A careful record of absenteeism and lateness is kept by the employee's Supervisor and becomes part of the personnel record. To the extent permitted by law, absenteeism and lateness lessen an employee's chances for advancement, pay increases and may result in dismissal.

An employee will request from his Department Head/Supervisor permission to be absent as far in advance as possible, whenever such advance notice is feasible. The Supervisor will evaluate the reason for the absence and decide if the employee may be excused.

Personal or Family Emergency or Illness

If an employee is unable to give advance notice, his Supervisor must be notified as soon as possible on the day of absence, but no later than the second hour of the work day.

Out-of-town Emergency

If out of town and out of funds, an employee may call "collect" and notify their appropriate Department Head/Supervisor of the absence, the nature of the emergency and the time of expected return to duty. Department Head/Supervisor will make notification to the City Manager. All unexcused absences will be without pay.

Unexcused Absence

An employee must notify his Department Head/Supervisor prior to absences or in case of emergency as soon as possible, otherwise the absence is classified as an unexcused absence. An employee who fails to notify his Department Head/Supervisor and is absent for at least two (2) consecutive days is considered to have resigned his position as job abandonment. Excessive absenteeism is reason for disciplinary action up to and including discharge. All unexcused absences will be without pay.

Tardiness

Unless excused by an employee's Department Head or Supervisor, an employee is to report for duty on time, at the beginning of their scheduled shift and after meal breaks. Excessive tardiness is reason for disciplinary action up to and including discharge and lessens employee's chance of receiving merit pay increases

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Failure to Return to Work

Failure to return to work from any leave, as scheduled, may result in dismissal.

POLICY ON ALCOHOL, DRUGS AND CONTROLLED SUBSTANCES

To ensure a safe, productive work environment at all City facilities and to safeguard City property, the City strictly prohibits the use, sale, purchase, transfer, receipt, or possession of alcohol, drugs, or controlled substances on any City premises by City employees or City volunteers while on duty or on call, except in the course of performing official law enforcement duties or unless the event is otherwise authorized by the City Manager. The City Manager's authority extends only to the consumption of alcohol at authorized functions. An employee that attends an authorized function where alcohol is present and consumes alcohol is responsible not to become impaired as a result of their consumption. City vehicles as well as private vehicles parked on City premises are locations included within this prohibition. In addition, the City strictly prohibits any employee being at work under the influence of alcohol, drugs, or controlled substances. Any employee found in violation of the above stated policy will be discharged upon the first offense.

Every City Employee will be required to complete an Employee Consent to Search or Testing Form before assuming employment with the City of Windcrest. *(This Form can be found in the Form Index at the end of this document.)*

Any employee taking a legal drug or other medication, whether or not prescribed by the employee's physician for a medical condition, which is known or advertised as possibly affecting or impairing judgment, coordination, or other senses, or which may adversely affect their ability to perform work in a safe and productive manner, must notify his superior or other management official prior to starting work. Employees do not need to report the medications they are taking, but rather the potential effects of the medication on the employee's judgment, coordination or other senses or which may adversely affect the employee's ability to perform work in a safe and productive manner. The Supervisor or management official will decide if the employee can remain at work and what work restrictions, if any, are deemed necessary. Any employee violating this policy will be subject to discharge upon the first offense.

The City reserves the right to conduct searches, inspections, or tests of employees and their personal effects, lockers, purses, and other containers located on City premises, as well as employees' private vehicles, if parked on the City's premises. Entry onto the City's premises or work sites constitutes consent to searches or inspections. If an employee refuses to permit a search, the employee may be disciplined up to and including discharge. The purpose for such searches or inspections under this policy is to determine whether any employee is in possession of or under the influence of alcohol, drugs, or controlled substances. Searches or inspections may be conducted at the discretion of the City from time to time without prior announcement. When appropriate, items discovered as a result

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of the City's searches or inspections may be taken into custody and may be turned over to the proper law enforcement authorities.

Blood and/or urine samples or other medical tests may be required of employees and screened by a laboratory for the presence of alcohol, drugs, and controlled substances. Such tests may be required among groups of employees on a random selection basis, or on an individual basis whenever the employee's observed behavior or other evidence raises any question about the employee's physical condition or fitness to perform his job. Any employee who refuses to submit to a search or inspection, refuses to give a blood or urine sample, or is found in possession of or under the influence of alcohol, drugs, or controlled substances will be discharged upon the first offense. In every case when an employee is involved in an accident while operating a City vehicle or piece of heavy equipment, they will be required to submit to a blood and/or urine test to be screened by a laboratory for the presence of alcohol, drugs, and controlled substances in their person. In the event the employee is injured and is transported to an emergency hospital, the test will be completed at the hospital. If an employee is not injured or has sustained only minor injuries, the employee will be transported to Nova Source Medical by a Supervisor to complete testing. After normal hours or on weekends or holidays, a Supervisor will contact the after hour's number for Nova Source Medical to arrange for testing.

Within the meaning of this policy, "under the influence" is defined as being in a physical or mental condition rendering the individual unable to perform one or more job duties in a productive manner without risk to the safety and well-being of the individual, other employees, the public, or City property, due to the introduction of any substance into the body; and/or having an alcohol concentration in the individual's system of 0.04% or more; and/or having any detectable level, in excess of a trace, for drugs or controlled substances in the body. A "detectable level" for the use of marijuana is at least 50 nanograms per milliliter. A "controlled substance" is defined as any substance, chemical or agent, the use, possession, or sale of which, without a valid doctor's prescription, has been declared illegal by state or federal law. Any employee found in possession of alcohol or marijuana in a usable quantity or of any other drug or controlled substance in any quantity while on duty or on City premises shall be presumed to have intended to use or sell such substance while on duty or on City premises and is therefore in violation of above stated policy and will be discharged.

SERVICE TO THE PUBLIC

On a day-to-day basis, citizens base their opinion of the City of Windcrest on the actions of City employees. Over the years the City has developed a code of personal conduct the City thinks will help maintain a reputation for good city government.

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CODE OF PERSONAL CONDUCT

1. Remember that we are here to serve the citizens of the City of Windcrest.
2. Our responsibility is to provide fair, efficient service in a courteous manner.
3. Be a good and sincere listener; our visitors and callers want us to understand and care about their problems.
4. Learn all about the activities of the City and try to help others get their problems solved in the most efficient manner, even if the problem must be referred to another employee or department.
5. Write down all of the information you will need to complete a task for a citizen, including the date and time of a call or request and the telephone number or address where the person can be contacted, if possible.
6. Fulfill all obligations you make. If you cannot complete an obligation as anticipated, get back in touch and explain the circumstances.
7. Respect the dignity of every individual; try honestly and sincerely to see the other person's point of view; speak kindly to and of others; avoid arguments; and be friendly.
8. Be punctual in your work and for appointments.
9. Make suggestions to your immediate Supervisor about ways we can improve our services to the citizens of Windcrest or can get our work done in a more efficient manner.
10. Dress and appearance must be appropriate to our job. Expensive clothes are not necessary, but a neat, professional appearance is important.
11. City employees are trustees of public funds---conserve city money, time, and equipment as if it were your own.

Finally, public service requires that we not only obey the law, but it is also important that we avoid even the appearance of any improper action or of using our official position to gain any personal advantage.

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DRESS AND PERSONAL APPEARANCE

All City employees from time to time have contact with citizens and the general public; therefore, suitable dress and personal hygiene must be observed at all times. All City employees are issued a photo identification tag which is to be worn at all times the employee is performing official duties for the City or on City premises.

Suitable dress is a prime requirement for safe and efficient work. The type of dress required depends on the location and nature of work performed. As a general rule, the following guidelines are to be followed:

Public Works Employees

1. Uniforms
 - a. The City provides uniforms, including caps and patches, which provide proper public identification for City employees. These uniforms are the property of the City of Windcrest and should be worn at all times when on duty within or for the City. Wearing of clothing other than City provided uniforms; patches and caps must be approved in advance by the employee's Supervisor or Department Head.
 - b. Employees must properly care for these uniforms, patches and caps. Should they become unsuitable for use, they should be returned to the employee's Supervisor for replacement with suitable attire.
 - c. Wearing of City uniforms, patches or caps after hours, or when not assigned to official City responsibilities, is not permitted unless approved by the Supervisor.
2. Employees are to be clean shaven at all times while on duty unless they are wearing a mustache or beard. If a mustache or beard is worn, it must be kept clean, trimmed and neat while representing the City.
3. Hair must be appropriate for public exposure and not a safety hazard as determined by the Supervisor.
4. All safety equipment, protective clothing and foot apparel, such as hard hats, gloves, eye protection, hearing protection, safety toe foot apparel, etc., issued by the City or required by the City must be properly worn and used. If any such equipment becomes defective, it must be returned to the employee's Supervisor.

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Police Department

Governed by Police Department Policy and Procedure.

Fire Department

Governed by Fire Department Policy and Procedure.

Administrative Personnel

General office apparel suited for contact with the public is required. The following items are not authorized: shorts, halter tops, tank tops, or short hemlines. Career shorts are authorized attire. Career shorts are shorts that are knee length and are of a material that are consistent with slacks commonly worn in a professional environment. With authority of their respective Department Head, an employee can wear jeans (provided they are not of an overly faded nature and do not have any holes or fraying), tennis shoes, t-shirts (provided they do not have any unprofessional logos or designs) and flip flops with a rubber sole on special occasions only. Hair, makeup and jewelry must be appropriate for public exposure. Male and female employees must keep hair properly groomed. Male employee's hair must not be shown below the shirt collar line.

PREFERENTIAL TREATMENT PROHIBITIONS

No person related within the second degree of kinship (i.e. in-laws), or within the third degree of relationship by blood to any elected officer of the City, or to the City Manager, may be appointed to any office or position, or other service to the City. This prohibition does not apply to officers or employees who have been continuously serving the City or employed by the City for one year or more prior to the election or appointment of the officer related in the prohibited degree. See also the **Ethics Policy** (located in the document center)

VIOLENCE IN THE WORKPLACE

The City strongly believes that all employees should be treated with dignity and respect. Acts of violence will not be tolerated. Any instances of violence must be reported to the employee's Department Head and/or the City Manager. All complaints will be fully investigated.

The City will promptly respond to any incident or suggestion of violence. Violation of this policy will result in disciplinary action, up to and including immediate discharge.

PROHIBITION AGAINST WEAPONS OR THREATS AND NOTICE OF SEARCHES

The City prohibits possession or use of weapons, including firearms, on City premises, City vehicles, as well as private vehicles parked on City premises, are locations included in this prohibition. This prohibition includes all employees with the exception of those required to carry weapons as a

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function of his job. In accordance with Texas law, employers retain the legal right to prohibit weapons in the workplace.

Any employee who violates this policy is subject to disciplinary action, including termination of employment. Due to the serious nature of this offense, an employee will be terminated unless extraordinary circumstances warrant a lesser punishment. Employees, who are aware of violations, must report such violations of this policy. Failure to report a violation is prohibited, and any employee who fails to make such a report is subject to disciplinary action, including termination of employment. See the City's Gun Policy (*located in the document center*)

WORKING ENVIRONMENT

Fire Hazards

Fire hazards shall not be created or maintained within the maintenance building, offices, recreational building area or the material storage yard.

Fire Extinguishers and Fire Equipment

Fire extinguishers and equipment shall be maintained in good order, placed in designated areas, and kept clear of obstructions at all times.

Smoking

Smoking and smokeless tobacco is prohibited in all City owned facilities and City owned vehicles. Smoking and smokeless tobacco will be permitted only in specific areas designated by the City Manager or his designee. Smoking is also prohibited by City employees while operating gas pumps or while engaging in any other activity where a fire or explosion could result.

Flammable Materials

Flammable materials, including explosives, shall be stored in a safe, designated area.

Flammable Refuse and Waste

Flammable refuse and waste shall be placed in safe, designated containers.

Other Refuse and Waste

Other refuse and waste shall be placed in appropriate containers, provided for that purpose.

Work Areas

Work areas shall be kept clean and sanitary.

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PROPERTY ISSUED BY CITY

All City provided property, such as supplies, uniforms, equipment, automobiles and materials necessary to perform your job, must be used solely for the City's business. Employees are expected to exercise care in the use of all City equipment and property and use such property only for authorized purposes. Loss, damages or theft of City property should be reported at once to the employee's immediate Supervisor. Negligence in the care and use of City property may be considered grounds for discipline, up to and including termination.

USE OF CITY VEHICLES

Only employees with an unrestricted, current driver's license may operate City vehicles or use a vehicle to conduct City business. City vehicles may only be used for authorized City business. Any employee operating a City vehicle must do so in a safe manner. Any employee operating a City vehicle under the influence of drugs or alcohol or in an unsafe or negligent manner will be immediately terminated. The City has the right to search any City vehicle at any time. Therefore, employees have no reasonable expectation of privacy with respect to City vehicles. See also City-Owned Cellular Phones policy located in the document center

OPEN DOOR POLICY

The City promotes an atmosphere whereby employees can talk freely with members of the management staff. Employees are encouraged to openly discuss with their immediate Supervisor any problems so appropriate action may be taken. If the immediate Supervisor cannot be of assistance, the employee should follow their chain of command for their respective department for resolution. If these avenues do not resolve the issue the City Manager is available for consultation and guidance. The City is interested in all of our employees' success and happiness with us. We, therefore, welcome the opportunity to help employees whenever feasible.

GRIEVANCE PROCEDURE

It is the policy of the City to work with employees in finding fair and just solutions to personnel problems, including any employee grievance, question, misunderstanding or alleged discrimination. As a general rule, problems can be resolved either informally or formally at some level of supervision within the normal administrative structure. **Filing a formal grievance guidelines can be found in the document center.**

Generally, a written decision will be submitted by the City Manager within five (5) full working days, following receipt of the grievance. At times, full review of the grievance may require a longer

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period of time. The City Manager will review prior decisions, supporting information and any necessary investigation will be done. A copy of the decision shall be furnished by the City Manager to the immediate Supervisor.

SOLICITATION, DISTRIBUTIONS, AND USE OF BULLETIN BOARDS

For the protection of employees and to avoid disruptions of the City's work schedule, solicitation of employees by non-employees for any charitable or commercial purpose, and the promotion, distribution, or circulation of pamphlets, literature, or any other material on City premises is prohibited without prior approval of the Department Head.

Sales of commercial products (i.e.: Amway, Mary Kay?) and services and the distribution of advertising matter, circulars, leaflets or petitions in connection with commercial products or services are strictly prohibited at all times on City premises.

The posting of any leaflets, notices, literature, or other material on City property without the permission of the City Manager is strictly prohibited.

With approval of their respective Department Head, employees may solicit other employees to participate in charitable, religious, school, civic or social club fundraisers.

Any employee who violates any of the above rules will be subject to disciplinary action, up to and including discharge.—check with Legal Advisor

Bulletin Boards

Bulletin boards maintained by the City are to be used only for posting or distributing material of the following nature:

- Notices containing matters directly concerning City business;
- Announcements of a business nature which are equally applicable and of interest to employees.

All posted material must have authorization from each department's Department Head. All employees are expected to check these bulletin boards periodically for new and/or updated information and to follow the rules set forth in all posted notices. Employees are not to remove material from the bulletin boards.

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USE OF THE CITY'S COMPUTER SYSTEMS

City owned technology resources may be used for personal purposes on a limited basis, subject to the advance approval of an employee's supervisor or department head, providing the following requirements are met:

- No marginal cost to the City
- No interference with work responsibilities

No disruption to the workplace, such as music or videos played at a sound level which bothers other employees. Employees should have no expectation of privacy as it relates to the use of the Systems. The City's management reserves the right at any time to enter the Systems to review, copy, or delete any information or messages on the Systems, and to disclose such messages to others as warranted by the business needs and interests of the City. Private passwords are intended to protect the security of the Systems for the City, not the employee. Thus, the employee should not assume that messages are private even though a private password is used.

Caution should be exercised in transmitting any information through e-mail or other on-line services. Reasonable efforts should be made to protect the security of such information, especially if the information contains confidential or proprietary information regarding the City or its clients. For example, do not forward confidential information via e-mail outside the City or even to City employees.

The City's policies against harassment or unprofessional conduct apply to all uses of the Systems, including messages sent by e-mail. These messages should be business-like, and the employee should refrain from using the e-mail system for gossip and personal messages. Likewise, e-mail should not be profane, vulgar, defamatory, sexually explicit or harassing. Remember, just because the employee deletes a message does not mean it has been deleted from the Systems. Please consider the professionalism of the City and observe proper etiquette when sending an e-mail message. Remember, that simply because the employee believes something is clearly sarcastic or exaggerated does not mean it will be clear to others who, intentionally or unintentionally, receive the message.

Additionally, employees should restrict their use of on-line services to a use that is consistent with the professionalism, business and policies of the City. Employees should be aware that use of on-line services can be monitored by the City at any time, including after the service has been used.

The Information Technology (IT) Consultant or the Municipal Finance Officer is designated by the City Manager and is responsible for maintaining and securing the City's Computer Systems and Data.

No employee is authorized to add or remove computer programs or alter computer hardware from any City computer system without written authorization from the IT Manager.

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If it is discovered that an employee is improperly using the City's Systems or otherwise violating this policy, the employee may be subject to discipline, including without limitation, termination of privileges to use the Systems, or termination of employment.

INTERNET USE POLICY

Certain employees may be provided with access to the Internet to assist them in performing their jobs. The Internet can be a valuable source of information and research. In addition, e-mail can provide excellent means of communicating with other employees, our customers and clients, outside vendors, and other businesses. Use of the Internet, however, must be tempered with common sense and good judgment.

If you abuse your right to use the Internet, it will be taken away from you. In addition, you may be subject to disciplinary action, including possible termination, and civil and criminal liability.

Your use of the Internet is governed by this policy and the above Policy.

Disclaimer of Liability for Use of Internet

The City is not responsible for material viewed or downloaded by users from the Internet. The Internet is a worldwide network of computers that contains millions of pages of information. Users are cautioned that many of these pages include offensive, sexually explicit, and inappropriate material. In general, it is difficult to avoid at least some contact with this material while using the Internet. Even innocuous search requests may lead to sites with highly offensive content. In addition, having an e-mail address on the Internet may lead to receipt of unsolicited e-mail containing offensive content. Users accessing the Internet do so at their own risk.

Duty Not to Waste Computer Resources

Employees must not deliberately perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, engaging in online chat groups, printing multiple copies of documents, or otherwise creating unnecessary network traffic.

No Expectation of Privacy

The computers and computer accounts given to employees are to assist them in performance of their jobs. Employees should not have an expectation of privacy in anything they create, store, send, or receive on the computer system.

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Monitoring Computer Usage

The City has the right, but not the duty, to monitor any and all of the aspects of its computer system, including, but not limited to, monitoring sites visited by employees on the Internet, monitoring chat groups and news groups, reviewing material downloaded or uploaded by users to the Internet, and reviewing e-mail sent and received by users.

Blocking of Inappropriate Content

The City may use software to identify inappropriate or sexually explicit Internet sites. Such sites may be blocked from access by City networks. In the event you nonetheless encounter inappropriate or sexually explicit material while browsing on the Internet, immediately disconnect from the site, regardless of whether the site was subject to City blocking software.

Prohibited Activities

Material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or otherwise unlawful, inappropriate, offensive (including offensive material concerning sex, race, color, national origin, religion, age, disability, or other characteristic protected by law), or violation of the City's equal employment opportunity policy and its policies against sexual or other harassment may not be downloaded from the Internet or displayed or stored in the City's computers. Employees encountering or receiving this kind of material should immediately report the incident to their Supervisors or the Municipal Finance Officer. The City's equal employment opportunity policy and its policies against sexual or other harassment apply fully to the use of the Internet and any violation of those policies is grounds for discipline up to and including discharge.

Games and Entertainment Software

Employees may not use the City's Internet connection to download games or other entertainment software, including wallpaper and screen savers, or to play games over the Internet.

Illegal Copying

Employees may not illegally copy material protected under copyright law or make that material available to others for copying. You are responsible for complying with copyright law and applicable licenses that may apply to software, files, graphics, documents, messages, and other material you wish to download or copy. You may not agree to a license or download any material for which a registration fee is charged without first obtaining the express written permission of the IT Department.

Accessing the Internet

To ensure security and to avoid the spread of viruses, employees accessing the Internet through a computer attached to the City's network must do so through an approved Internet firewall. Accessing the Internet directly by modem is strictly prohibited unless the computer you are using is not connected to the City's network.

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Virus Detection

Files obtained from sources outside the City, including disks brought from home; files downloaded from the Internet, newsgroups, bulletin boards, or other online services; files attached to e-mail; and files provided by customers or vendors may contain dangerous computer viruses that may damage the City's computer network. If you suspect that a virus has been introduced into the City's network, notify your immediate supervisor or the IT Department immediately.

Sending Unsolicited E-mail (spamming)

Without the express permission of their Supervisors, employees may not send unsolicited e-mail to persons with whom they do not have a prior relationship.

Amendments and Revisions

This policy may be amended or revised from time to time as the need arises. Users will be provided with copies of all amendments and revisions.

Violations of this policy will be taken seriously and may result in disciplinary action, including possible termination, and civil and criminal liability.

Use of the Internet via the City's computer system constitutes consent by the user to all of the terms and conditions of this policy.

Telephone Use

Because a large percentage of our business is conducted over the phone, it is essential to project a professional telephone manner at all times.

Although the City realizes that there are times when an employee may need to use the telephone for personal reasons, it is expected that good judgment will be used in limiting the length and frequency of such calls. Additionally, no long distance personal calls may be made on City phones without prior approval from the employee's Supervisor.

USE OF SOCIAL NETWORKING COMMUNICATIONS

Blogging, "tweeting", e-mail, texting, and other social media such as Facebook are also subject to restrictions. You may not use company property to create, maintain, amend, view, access, download, contribute to, or store a blog, "tweet" or post entries on the Internet (whether through a social network such as MySpace or Facebook, or using another method), unless you have written authorization from your Supervisor to do so. You may not blog, "tweet" or post entries on the Internet (whether through a social network such as MySpace or Facebook, or using another method)

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while using city property and equipment , unless you have written authorization from your Supervisor to do so. The Company has access to all company-provided electronic equipment and property, and may from time to time, and without notice inspect the condition of that equipment and the communications, content, data and imagery stored on it. If you access, view, create, or save any communications, content, data or imagery in company-provided digital equipment, you have no privacy rights as to it and any such communications, content, data, and imagery are subject to monitoring by the Company. You must cooperate in such monitoring.

INTERNAL INVESTIGATIONS AND SEARCHES

From time to time, the City may conduct internal investigations pertaining to security, auditing or work-related matters. Employees are required to cooperate fully with and assist in these investigations if requested to do so.

Whenever necessary, in the City's discretion, work areas (i.e., desks, file cabinets, etc.) and personal belongings (i.e., brief cases, handbags, etc.) may be subject to a search without notice. Employees are required to cooperate.

The City will generally try to obtain an employee's consent before conducting a search of work areas or personal belongings, but may not always be able to do so.

REFERENCE CHECKS

All inquiries regarding a current or former City employee must be referred to the to the specific Department Head of the current or former employee's department.

Should an employee receive a written request for a reference, he should refer the request to the Department Head for handling. No City employee may issue a reference letter to any current or former employee without the permission of the Department Head.

Under no circumstances should any City employee release any information about any current or former City employee over the telephone. All telephone inquiries regarding any current or former employee of the City must be referred to the Department Head.

In response to an outside request for information regarding a current or former City employee, the Department Head will furnish or verify only an employee's name, dates of employment, job title and department. No other data or information regarding any current or former City employee, or his employment with the City, will be furnished unless the employee authorizes the City to furnish this information in a writing that also releases the City from liability in connection with the furnishing of this information or the City is required by law to furnish any information.

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All inquiries for reference or outside request for information regarding Department Heads must be referred to the City Manager or his designee.

TAPE RECORDING POLICY

It is a violation of City policy to record conversations with a tape recorder or other recording device unless prior approval is received from your Supervisor or a member of upper-level management or all parties to the conversation give their consent.

Violation of this policy will result in disciplinary action, up to and including immediate termination.

This policy does not pertain to police department personnel in their normal course of performing their duties as a police officer.

INEFFICIENCY PROCEDURE

When it is determined by management that an employee's overall performance or efficiency does not meet established and acceptable standards, the following procedures will generally be used (unless the employee's conduct or a specific incident is so unacceptable that immediate termination or other appropriate measures are necessary):

1. The Department Head/Supervisor will counsel with the employee regarding any problems that are affecting or interfering with the employee's efficiency or performance, or with respect to the circumstances that are adversely affecting his performance. The employee will be advised of his shortcoming and will be given counseling and instruction as to the proper performance that is expected of him.
2. Should the level of efficiency or performance continue to be unacceptable, the employee will again be counseled by the Supervisor, and all matters discussed in the prior counseling session shall be reviewed. The employee will be given a written warning and advised that if he does not correct his deficiencies within a specified period of time, he will be placed on suspension.
3. Should the employee fail to correct his deficiencies and improve the level of his performance and efficiency within the time period specified in Step 2, the employee shall be suspended without pay for a period of time to be determined by the respective Department Head/Supervisor. The employee shall be advised that if he does not correct his deficiencies within a second specified period of time, he will be

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discharged. The suspension shall be given to the employee in writing and shall constitute a final warning.

4. Should the employee fail to correct his deficiencies and improve the level of his performance specified in Step 3, he shall be discharged.

A written record will be kept of every instance requiring activation of any of the above procedures (steps). The record will include the allegation/infraction, actions taken by the Supervisor, the remedy of the problem, items discussed and any agreements made during counseling sessions, and all pertinent dates. The records shall be signed and dated by both the employee and his Supervisor.

The foregoing procedure is intended to exhaust every possibility of correcting employees who are experiencing problems in their job performance or efficiency and to afford these employees the opportunity to improve their employment deficiencies.

In case of discharge, the discharged employee may initiate an appeal concerning his discharge as outlined in the Grievance Procedure of this Manual.

In the event of dismissal for misconduct, all benefits end at the end of the month. COBRA may not be available to anyone dismissed from the City for gross misconduct.

DISCIPLINARY ACTION

For employee guidance, the following is a list of actions, however is not all inclusive, which are considered against the best interest of the City and its employees. Such actions are subject to discipline and, under certain circumstances, discharge:

1. Theft, abuse, or deliberate destruction or defacing of property not belonging to the employee.
2. Misappropriating City funds, property, or assets.
3. Incoherent or abnormal behavior in work areas or during working hours, which suggests that the employee's physical and/or mental faculties are seriously impaired by consumption of alcohol, narcotics, or any mind-altering agent, chemical, or drug.
4. Attempting to coerce an employee to join or resign from an employee association or organization by means of threats, intimidation, or abusive conduct.

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5. Falsification of any City records, such as employment applications, time entries, expense reports, any official record used during the course of performing assigned responsibilities, or reason for an employee's absence from work.
6. Discourteous or abusive conduct toward the public.
7. Revealing, without authorization, confidential information obtained in the course of employment, including information about City plans or records.
8. Fighting or gambling in any form on City premises.
9. Knowingly completing another employee's time entry or time entries without authorization from Supervisor/Department Head.
10. Tampering with or using fire equipment for purposes other than fire suppression, without notifying the Fire Department Chief or Officer in charge for approval.
11. Commission of any crime while on duty, on City premises, or through use of City vehicles or equipment.
12. Possession of weapons or explosive materials on City premises or in vehicles except as required by the job.
13. Violation of City rules on acceptance of any form of gratuity.
14. Insubordination. Definition: refusal or deliberate failure to follow a reasonable, specific instruction of, or abusive conduct toward, a Supervisor in chain of command. Unless the instruction is unethical or illegal, the employee is expected to follow instructions received by Supervisory/Managerial personnel. If the employee believes the instruction is inappropriate, the employee has the right to discuss this incident with next higher level of supervision to include the City Manager.
15. Violation of the City's Anti-Harassment Policy.
16. Leaving work during working hours without the permission of the immediate Supervisor.
17. Carelessness or negligence which results in the destruction or damage of property not belonging to the employee, or endangers life or property.

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18. Violation of the City's rules governing solicitation and distributions.
19. Participation in horseplay or practical jokes which could endanger life or property or materially affect the work, or disorderly conduct of any kind while on City premises or during working hours, including the use of abusive, profane, or threatening language.
20. Careless or inefficient performance of duties, including failure to maintain proper standards of work performance.
21. Malicious gossip or false accusation, which tends to destroy friendly relations between the City and its employees or between employees.
22. Failure or refusal to cooperate with fellow workers.
23. Operation of City vehicles without possession of valid and/or proper operator's license, failure to maintain satisfactory driving record, or not on official business.
24. Personal calls are to be done during breaks or lunch periods, except for emergency or short necessary discussions. No Personal Calls unless emergency
- 25. The use of cell phones is prohibited except for emergency or necessary calls of the shortest possible nature. All personal cell phones will be placed on vibrate mode while the employee is on duty. City issued cell phones should, when practical, also be placed on vibrate mode. See also City-Owned Cell Phone Policy (located in the document center).**
26. Tardiness; reporting late for work without approval of Department Head.

An employee who receives a written warning will be required to acknowledge receipt of the warning immediately by signing the warning. Any employee who refuses to sign a written warning may be subject to further discipline for insubordination at the discretion of management. The employee's signature on a warning does not mean that the employee admits to any wrongdoing -- it only indicates that he has been notified.

It is not possible to list all rules of conduct. As far as possible, the City tries to avoid unnecessary restrictions on employee's personal conduct because the City believes that the employee will follow the generally accepted customs of good taste. In the event of a violation of a rule, fair and just consideration will be given to all of the circumstances, disciplinary considerations, up to and including termination.

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Depending on the violation and its severity the following may apply with regards to the level of discipline and time period in which the documentation pertaining to the infraction committed and discipline taken will remain in an employee's personnel file:

1. First occurrence will be cause for a Supervisor counseling which may include corrective advice, training or warning. Documentation will be placed in the personnel file detailing the counseling session. Multiple issues within the same rolling twelve (12) months may lead to termination.
2. Second occurrence will be cause for a Supervisor reprimand, either oral or written, with documentation placed in the personnel file. Should a rolling eighteen (18) months pass with no recurrence of the incident which precipitated the reprimand, and the member has not been counseled or disciplined for other Policy violations, the record of reprimand will stay in the employee's personnel file.
3. Third occurrence will be cause for a one day suspension without pay, with documentation placed in the personnel file.
4. Fourth occurrence will be cause for a three day suspension without pay, with documentation placed in the personnel file.
5. Fifth occurrence will be cause for fifteen (15) days suspension without pay, as well as a review by the City Manager and Department Head as to possible dismissal, with documentation placed in the personnel file.

EXPENDITURES AND REIMBURSEMENTS

It is the policy of the City to reimburse employees for out of pocket expenses incurred by the employee as a result of their participation in an authorized event. Employees will not be reimbursed for expenses made without prior approval from their Department Head or City Manager. When a personal vehicle is used for travel outside the City, mileage will be paid at the current State of Texas Travel Rates established by the State Comptroller's Office.

LOCAL GOVERNMENT RECORDS

This policy establishes a process for the accountability of Local Government Records.

A Local Government Record means any electronic or digital document, paper, letter, book, map, photograph, word or video recording medium, regardless of physical form or characteristic and

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regardless of whether public access to it is open or restricted under the laws of the state, created or received by a local government or any of its officers or employees pursuant to laws, including an ordinance, or in the transaction of City business.

Local Government Records are the property of the City; therefore City personnel are prohibited from reproducing or maintaining copies of any Local Government Record for any reason other than in the performance of their official duties. City personnel requesting a Local Government Record for any reason outside of their official duty will be required to comply with the Open Records Act.

HUMAN RESOURCES

The Municipal Finance Officer is the central Human Resources designee for the City.

The City Manager must approve all new hires and promotions recommended by Department Heads. Before an applicant is hired, the Department Head will meet with the Municipal Finance Officer to discuss the applicant. The Municipal Finance Officer will then discuss the applicant with the City Manager. All new hires will be scheduled for a pre-employment briefing and benefits sign-up with the Municipal Finance Officer on or before their first workday.

Reclassification or Establishment Of New Positions

Any requirement to reclassify a position or to establish a new position must be developed to include a job description and salary range be fully justified and submitted to the City Manager for his approval by the requesting Department Head. These positions may not be filled until approved by the City Council and in accordance with current budget allowances and guidance.

SEPARATION

Dismissal

Any employee terminated by the City of Windcrest will have his salary computed to his termination date and paid on the next regular pay date. An employee being dismissed from employment by the City of Windcrest will, under no circumstances, be eligible to receive any monies upon this involuntary termination from employment except those sums of money constituting wages paid for actual hours worked, unused vacation hours and other authorized accruals. Accumulated but unused sick leave pay will not be available to the dismissed employee.

Every City employee has the status of "employee-at-will," meaning that no one has a contractual right, express or implied, to remain in the City's employ. The City may terminate an employee's employment, or an employee may terminate his employment, without cause, and with or without notice, at any time for any reason. No Supervisor or other representative of the City (except the City

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Manager) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above.

Resignations

Any employee planning to leave the employment of the City of Windcrest is asked to give his respective Department Head/Supervisor proper two weeks advance written notice and work out that notice so a replacement may be recruited and trained to fill the position. Supervisors and Department Heads are asked to give one month advance written notice. Employees who turn in their notice of intent to terminate while on vacation or who do not work out their notice for any reason will not be considered to have given proper notice. Employees who voluntarily resign will be paid for any unused accrued vacation time but will not be paid for any unused sick leave. Each resigning employee is asked to hold an exit interview with the Municipal Finance Officer before leaving.

WRITTEN WARNINGS

The Supervisor should discuss the problem and present a written warning to the employee in the presence of the Department Head. This should clearly identify the problem and outline a course of corrective action within a specific time frame. The employee should clearly understand both the corrective action and the consequence (i.e., termination) if the problem is not corrected or reoccurs. The employee should acknowledge receipt of the warning and include any additional comments of their own before signing it. A record of the discussion and the employee's comments should be placed in the employee personnel file.

Employees who have had formal written warnings are not eligible for salary increases, bonus awards, promotions or transfers during the warning period, which is listed on their disciplinary documentation.

POST RESIGNATION/TERMINATION PROCEDURES**Exit Interview**

Department Heads are responsible for scheduling an exit interview with a terminating employee on the employee's last day of employment and for arranging the return of City property including:

- Computer (s)
- Picture Identification Card
- Key (s)
- City-issued credit card (s)
- City manuals/documents
- Uniforms (if applicable)
- Cell phone (s)
- Key fob (s)
- Any additional City-owned or issued property

Benefits

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Medical benefits end on the last day of the month in which your last day of employment falls. Vision, dental and life end on the last day worked. An employee, unless dismissed for gross misconduct, has the option to convert to individual life insurance, and/or to continue Medical/Dental/Vision Benefits in accordance with the Consolidated Omnibus Budget Reconciliation Act ("COBRA") regulations.

Final Paycheck

If an employee terminates their employment with the City they must return all City equipment, including, but not limited to, office keys, cell phone, computer, credit cards, etc. The final paycheck will be mailed during the next normal pay period if receiving a hard check. If the employee receives direct deposit, then the final check will be issued in the same direct deposit process.

Failure to return ALL city property can result in the City holding your final paycheck. Failure to return issued equipment may result in theft charges being filed against the employee. City-authorized cell phone service will be terminated.

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Forms Index

The following forms can be downloaded from the City's Human Resources Information System (HRIS)

NEED LOCATIONS LISTED HERE TOO

Texas Government Code Title 6 – (Immunization and Vaccination Policy)

Harassment Policy

American Disabilities Act

Request for Accommodation Procedure

Ethics Policy - NEED

Gun Policy

Filing Formal Grievance Procedure

Donation of Sick Leave Policy

Sick Leave Request Form

Cell Phone Policy - NEED

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EMPLOYEE CONSENT TO SEARCH OR TESTING

Instructions to Employee: Read paragraphs 1, 2 and 3 below. Circle the word “GRANT” or “REFUSE” in the three sentences at the end, and then sign and date this form in the space provided. It states circle one

1. I hereby give my voluntary consent for a representative (Supervisor) of the City of Windcrest to search my person, personal effects, vehicle, and other property located on the City of Windcrest premises at anytime while I am employed by the city. I understand that my refusal to permit such searches will likely result in the termination of my employment by the city.
2. I hereby give my voluntary consent for a representative (Supervisor) of the City of Windcrest to collect a urine specimen from me for testing for alcohol, drugs, and controlled substances. I understand that if I am taking or have recently taken any prescription drugs or medication, I should notify the laboratory attendant or authorized representative who collects the specimen for testing. I hereby authorize the laboratory or facility conducting this test to disclose the results of the test to the City of Windcrest for use in determining the future status of my employment, and I further agree that such test results shall be admissible into evidence at any proceeding in which disciplinary action taken against me for using, selling, buying, transferring, receiving, possessing, or being under the influence of alcohol, drugs, or controlled substances is placed in issue.
3. I hereby release the City of Windcrest, its agents, employees and officers, from any and all liability which may result from my participation in a drug test or which may result from the disclosure of the results of my drug test, or a search of my person or belongings, including but not be limited to, any claim related to negligence, invasion of privacy, assault, battery, intentional infliction of emotional distress, false imprisonment, or defamation, including libel, slander or compelled self-defamation.

I UNDERSTAND THAT MY REFUSAL TO GIVE SUCH CONSENT MAY RESULT IN THE TERMINATION OF EMPLOYMENT. _____ initial

I HEREBY (CIRCLE ONE) **GRANT/REFUSE** MY CONSENT TO THE SEARCH(ES) AS STATED IN PARAGRAPH 1.

I HEREBY (CIRCLE ONE) **GRANT/REFUSE** MY CONSENT TO THE TESTING AND DISCLOSURES AS STATED IN PARAGRAPH 2.

I HEREBY (CIRCLE ONE) **GRANT/REFUSE** MY CONSENT TO THE RELEASE OF LIABILITY AS STATED IN PARAGRAPH 3.

Employee's Signature

Date

Employee's Printed Name

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LEAVE DONATION FORM

I, _____, do hereby authorize the Payroll Department to deduct the hours shown from my Sick Leave and/or Vacation time records, and transfer those hours to the account of _____.

Sick Leave, hours donated _____

Vacation Leave, hours donated _____

(Donor signature) (Date)

(Recipient signature) (Date)

(Department Head signature) (Date)

(City Manager signature) (Date)

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Hepatitis B Vaccine Declination

I understand that, due to my occupational exposure to blood or other potentially infectious materials, I may be at risk of acquiring the Hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with Hepatitis B vaccine, at no charge to me. However, I decline the Hepatitis B vaccination at this time.

I understand that by declining this vaccine, I continue to be at risk of acquiring the serious disease Hepatitis B.

If, in the future, I continue to experience occupational exposure to blood or other potentially infectious materials and I wish to be vaccinated with the Hepatitis B vaccine, I can receive the vaccination series at no charge to me.

Employee Signature

Date

Responsible Person Signature

Date

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**TEXAS GOVERNMENT CODE SECTION 552.024
PUBLIC ACCESS OPTION**

The Public Information Act allows employees, public officials and former employees and officials to elect whether to keep certain information about them confidential. Unless you choose to keep it confidential, the following information about you may be subject to public release if requested under the Texas Public Information Act. Therefore, please indicate whether you wish to allow public release of the following information.

	Public Access	
	No	Yes
Home Address		
Home Telephone Number		
Social Security Number		
Information that reveals whether you have family members		

Print Name

Signature/Authorization

Date

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RESOLUTION NUMBER 2015-533(R)

**A RESOLUTION ADOPTING AN UPDATED PERSONNEL
MANUAL OF THE CITY OF WINDCREST**

WHEREAS, it would be beneficial for the City Council to adopt an updated Personnel Manual with revisions, additions and modifications prepared by the city staff.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Windcrest, Texas, that the attached City of Windcrest Personnel Manual including revisions, additions and modifications prepared by the city staff is hereby adopted.

PASSED AND APPROVED, on the _____ day of _____, 2015 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.

Alan Baxter, Mayor

ATTEST:

Kelly Rodriguez, City Secretary

APPROVED:

Michael S. Brenan, City Attorney