

**AGENDA
CITY OF WINDCREST, TEXAS
REGULAR CITY COUNCIL MEETING**

January 23, 2012

**Department Head Reports
6:00 P.M.**

**Regular City Council Meeting
7:00 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 JANUARY 2012 STARTING AT 6:00 P.M. DURING THE MEETING THE FOLLOWING SUBJECTS WILL BE CONSIDERED AND THE COUNCIL MAY TAKE ACTION ON ANY OF THE LISTED SUBJECTS.

THE CITY COUNCIL RESERVES THE OPTION TO RECESS THE MEETING DURING THE EVENING OF JANUARY 23, 2012 AND TO RECONVENE THE MEETING ON THE FOLLOWING DAY, JANUARY 24, 2012 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 Announcements

II. Monthly Department Reports Month Ending December 31, 2011 For FY 2011 – 2012

1. Fire Department – Dan Reese, Fire Chief will present the monthly Fire Department report for the month of December. The discussion will include Summary of Calls for the Month of December 2011 (FY 2011-2012) including the response times for the City, County and Annexed area. (Att. 1)
2. Police Department/Code Compliance/Animal Control –Interim Police Chief Joe O’Brien, Lt. Dale Clark, Jacob Gonzalez and William Clark will present the monthly Police Department/Code Compliance/Animal Control reports for the month of December 2011 (FY 2011-2012). (Att. 2)
3. Public Works/Landscaping – Chris Gamboa, Interim Director of Public Works will present the monthly Public Works and Landscaping reports for the month of December 2011 (FY 2011-2012). (Att. 3)
4. Court – Rafael Castillo; City Manager, Heather Weidenbach, City Secretary/Assistant Court Administrator; Kelly Rodriguez, Municipal Court Clerk; and will present the Court report for the month of November 2011 (FY 2011-2012). (Att. 4)
5. City Secretary/Building Service/Health – Heather Weidenbach, City Secretary will present the Building Services and Health report for the month of December 2011 (FY 2011-2012) (Att. 5)

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

1. A member of the public will have three (3) minutes to discuss non-subsequent agenda items.
2. A member of the public will have six (6) minutes to discuss subsequent agenda items.

3. City Council may discuss and respond to current and past agendas on subsequent and non-subsequent agenda items by citizens to be heard.

IV. Presentations

1. Patrick Hawthorne with COPSync will present the City Council with information regarding their law enforcement real-time, in-car information sharing, communication and data interoperability network.
2. Melanie Cawthorn, MS, Director of Marketing & Resource Development with Reaching Maximum Independence, Inc. will present City Council with information regarding Fiesta Especial 2012. (Att. 6)

V. Unaudited Financials

City Council may take action if deemed necessary.

1. Sarah Mangham, Municipal Finance Officer, will present City Council the unaudited Balance Sheet year to date comparisons for month ending December 31, 2011 (FY 2011 – 2012). (Att. 7)

VI. 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. 2012-657 (O), an ordinance amending the Code of Ordinances by repealing existing Chapter 3, Animal Control, and adopting a new Chapter 3, Animal Control. (Pam Dodson, Mayor Pro Tem Request) **Second Reading**, (Att.8)
2. City Council will review, discuss and may take action on Ordinance No. 2012-658 (O), an ordinance authorizing the appointment of an Animal Advisory Committee. (Pam Dodson, Mayor Pro Tem Request) (Att. 9) **Second Reading**
3. City Council will review, discuss and may take action Ordinance NO. 2012-659 (O), an ordinance calling for a General Election to be held on May 12, 2012 for the purpose of electing three council members to city council places one, two and three for the City of Windcrest, making provisions for the conduct of such election and resolving other matters related to the conduct of such election. **First Reading** (Att.10) (Heather Weidenbach, City Secretary requested)
4. City Council will review, discuss and may take action on Ordinance No. 2012-660 (O), an ordinance approving and adopting an amendment to the budget for operating the municipal government of

the City of Windcrest for the Fiscal Year beginning October 1, 2011 and ending on September 30, 2012; and establishing a savings clause and an effective date. **First Reading** (Att. 11) *(Sarah Mangham, Municipal Finance Officer, Rafael Castillo, Jr., City Manager Requested)*

VII. Resolutions

1. The City Council will discuss and may take action to adopt Resolution NO 2012-362 (R), a resolution for the City Council to accept the engagement letter for the Fiscal Year 2010 / 2011 audit. (Att. 12) *(Sarah Mangham, Municipal Finance Officer, Rafael Castillo, Jr., City Manager requested)*
2. The City Council will discuss and may take action to adopt Resolution NO 2012-363 (R) a resolution approving an Interlocal Cooperation Agreement Between the City of Live Oak, Texas and City of Windcrest, Texas whereby Live Oak will provide communications equipment, facilities and technical services required for the operation of 800MHz radio equipment and authorizing the City Manager to execute the agreement on behalf of the City of Windcrest. (Att. 13) *(Rafael Castillo, Jr., City Manager, Joe O'Brien, Interim Chief of Police requested)*
3. The City Council will discuss and may take action to adopt Resolution NO 2012-364 (R), a resolution approving the Windcrest Volunteer Fire Department Assistance Agreement between the county of Bexar and the City of Windcrest. (Att. 14) *(Fire Chief Dan Reese, Rafael Castillo, Jr., City Manager requested)*
4. The City Council will discuss and may take action to adopt Resolution NO 2012-365 (R), a resolution approving a Memorandum of Understanding with Greater Randolph Area Services Program, Inc. (GRASP) for transportation and other related social services. (Att. 15) *(Rafael Castillo, Jr., City Manager, Kelly Rodriguez, Court Clerk/Asst. City Secretary requested)*
5. The City Council will discuss and may take action to adopt Resolution NO 2012-366 (R), a resolution approving a hazardous duty pay policy applicable to law enforcement personnel of the City of Windcrest. (Att. 16) *(Rafael Castillo, Jr., City Manager, Sarah Mangham, Municipal Finance Officer, Interim Police Chief Joe O'Brien requested)*
6. The City Council will discuss and may take action to adopt Resolution NO 2012-368 (R), a resolution approving an agreement with COPSync, Inc. for law enforcement real-time, in-car information sharing, communication and data interoperability network services. (Att. 17) *(Interim Police Chief Joe O'Brien, Sarah Mangham, Municipal Finance Officer, Rafael Castillo, Jr., City Manager requested)*

VIII. Discuss and Act

1. The City Council will discuss and may take action on a reduction in rate for temporary food establishment permits for Fiesta Especial

2012. (Melanie Cawthorn, MS, Director of Marketing & Resource Development with Reaching Maximum Independence, Inc. requested)

2. The City Council will discuss and may take action on instructing the City Manager to take all steps necessary to transfer money from the City of Windcrest to the Windcrest Economic Development for paying off the TLF loan. (Tim Maloney, Windcrest Economic Development Board President, Rafael Castillo, Jr., City Manager requested)

IX. Executive Session

1. City Council will convene into a closed session relative to contemplated litigation as authorized by Section 551.071 of the Texas Government Code, as amended, for consultation with the City Attorney and its outside legal counsel regarding existing agreement(s), City's rights, and the possible action to dissolve the Bexar County Water Control and Improvement District, No. 10.

X. Action Item(s)

1. City Council will discuss and may take action regarding existing agreements(s), City's rights, and possible action to dissolve the Bexar County Water Control and Improvement District, No. 10.
2. City Council will discuss and may take action on the City's Water Board License Agreement Negotiating Committee's report with regard to the negotiation and possible new License Agreement between the Water District and the City of Windcrest.

XI. 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.

XII. Adjournment

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the City Council of the City of Windcrest is a true and correct copy of said Notice and was posted on the bulletin board at City Hall of said City in a convenient place to the public and said Notice was posted more than seventy-two hours prior to the meeting on January 23, 2012.

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

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of Windcrest will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 48 hours prior to the meetings. Please contact Heather Weidenbach, 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 ____ January, 2012.

_____ Title: _____



WINDCREST TEXAS

Volunteer Fire Department Report for the month of December 2011

Highlights

- WVFD participated in all the Light Up activities including our annual Fill The Boot activities. The volunteers began at the Light Up Kick off and participated through Christmas night from 6PM until 10PM. They distributed over 10,000 maps and collected over \$22,000. Windcrest Fire Association provided a donation of \$2,000 to the Windcrest Elementary School Angel Tree Project. The greatly improved maps were a tremendous success, widely praised by all.
- Lt Erick Vargas was promoted to the rank of Captain upon the departure of Captain Aaron Ward. Aaron Ward left the department to continue his education to become a Paramedic. Firefighter David Richards was promoted to the rank of Lieutenant filling the spot of Lt Vargas.
- Firefighter John Moseley retired from the Fire Department after 4 years of service. WVFA presented John with his helmet that was signed by his fellow firefighters.
- WVFD held the two traditional Christmas Parades on Saturday, December 17th in our County area and Sunday December 18th in the City of Windcrest

Goals

- WVFD will be participating in a live burn training exercise on Saturday, January 21st at the San Antonio Fire Department Training Facility
- Preparations continue for the first annual Firefighter Gala, March 3rd, tickets are selling fast and we expect to sell out of this exciting event.

Summary

During the month of December 2011, the Fire Department responded to 185 calls. 130 EMS, 9 fire and 46 other, which included assists to the public, false alarms, hazardous and good intent calls.

Year to Date Totals (October - November)

	Fire	EMS	Other
City (includes Annex)	1	97	24
County Calls	8	99	12
Other Mutual Aid	7	4	31
Sub-total	16	200	67
December	Fire	EMS	Other
City (includes Annex)	2	75	25
County Calls	4	47	12
Other Mutual Aid	3	8	9
November Sub-total	9	130	46
Grand Total	25	330	113

Volunteer Department Report for the month of December 2011

Total all calls: 468

The Windcrest Volunteers provided:

- 1798 hours of scheduled volunteer time for the month of December.
- That equates to an average of 2.7 person staffing 24 hours a day.
- Actual staffing on calls for the month of July
 - 4.22 persons for all calls – EMS and Fire
 - 6.11 persons for Fire only calls

The average response times for the City include calls to the new annexation area, and San Antonio mutual aid calls.

Average response time:

City	95 Calls	03 min. 31 seconds
County	61 Calls	04 min. 52 seconds
Annex	7 Calls	04 min. 52 seconds

▪ Rainfall:

December	2.6 inches
Year-to-date	17.61 inches

Respectively submitted to the City Council through the City Manager



SIGNATURE

January 19, 2012

DATE

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



1/18/2012



WINDCREST TEXAS

Police Department

Report for the month of December 2011

Highlights

- 1) On 12/17/2011 Cpl Mark Williams, K-9 Officer Matt Hernandez, and K-9 Rocky responded to a local apartment complex for a report of 2 suspects carrying a safe inside a vacant apartment. Officers arrived, arrested 1 suspect and recovered a safe and contents which had just been stolen from a burglary of a Windcrest restaurant. Charges were made for Criminal Trespass at the apartment and Burglary of a Business. The second suspect has been identified.

Goals

- 1) Purchase auto ticket writers
- 2) Outfit 2 new patrol vehicles (Goal reached)

Summary Patrol

Proactive police activities: 946	Year to date total : 12,102
Citizen calls for service: 412	Year to date total :5,803
Felony arrests: 4	Year to date total :37
Misdemeanor arrests: 41	Year to date total :341
Warrant arrests: 13	Year to date total: 197
Moving traffic violations: 415	Year to date total :4,530
Other non-traffic violations:34	Year to date total :302
Warning Citations: 96	Year to date total :1,660
Briefings, escorts & department tours: 0	Year to date total: 4

Summary Criminal Investigation Division

CID	Total Cases	Inv Assigned	Cases per Inv
2011	776	3	259

OK /
9/012
02/05/12



WINDCREST TEXAS

Summary Criminal Investigation Division

	November 2011	Year to Date
Cleared by arrest (Felony)	4	49
Cleared by arrest (Misdemeanor)	23	243
Suspended (Felony)	5	35
Suspended (Misdemeanor)	21	242
Cleared by Exceptional means (Felony)	0	3
Cleared by exceptional means (Misdemeanor)	0	3
Cleared no arrest (Felony)	0	0
Cleared no arrest (Misdemeanor)	0	3
Transferred to other Agency (Felony)	0	5
Transferred to other agency (Misdemeanor)	1	1
Unfounded (Felony)	0	9
Unfounded (Misdemeanor)	0	9
Active (Felony)	12	83
Active (Misdemeanor)	8	91
Total Cases Investigated	74	776

Summary Officer Training

Course	Officer	Training Hours
	No In Service Training	
	Month of December	

Summary Training K9

Training Hours: 22	Year to date training hours: 238
WPD callouts: 2	Year to date WPD callouts: 9
Outside agency callouts: 8	Year to date outside agency callouts: 31
Vehicles searched: 21	Year to date vehicles searched: 166
Arrests: 13	Year to date arrests: 87

Summary Staff Incidents

None

Special Inquiries / Concerns / Safety Tips

The Police Department has taken delivery of the city's newest patrol vehicles, 2 2012 Chevrolet Tahoes. These vehicles are on display for your viewing during and after the city council meeting.

Respectively submitted to the City Council through the City Manager

Joseph O'Brien

January 23, 2011

SIGNATURE

DATE

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

2011	P-412	P-513	P-660	P-711	P-712	P-714	P-816	P-850	P-851	U-601	U-604	U-813	U-814	CP	MONTHLY TOTAL
JANUARY	1475	1023	1460	1063		1078	1232	863	378	583	938	516	683		11292
FEBRUARY	1238	307	886	558		1042	97	959	480	573	539	308	544		7531
MARCH	1225	818	629	593		629	0	1708	352	485	539	512	541		8031
APRIL	1422	733	1071	837	774	870	1088	1295	430	507	306	590	508	408	10839
MAY	1483	889	1053	405	1025	648	1388	1503	356	501	988	451	827	611	12128
JUNE	757	621	1199	1731	1516	818	1180	1381	464	357	777	567	738	614	12720
JULY	1157	509	1269	1611	1147	732	1261	1146	423	403	557	345	728	571	11859
AUGUST	212	298	1138	1379	1565	672	1278	1308	518	247	796	1023	726	611	11771
SEPTEMBER	954	856	1221	817	1504	1321	997	1428	1066	418	760	708	1082	720	13852
OCTOBER	275	455	653	994	484	548	1094	1139	653	2389	860	743	901	636	11824
NOVEMBER	383	832	1413	1093	553	664	1212	110	765	2512	783	389	733	255	11697
DECEMBER	194	0	1395	1079	582	438	1563	1352	1228	2205	173	984	856	983	13032
TOTAL MILES	10775	7341	13387	12160	9150	9460	12390	14192	7113	11180	8016	7136	8867	5409	136576
YEAR	2004	2005	2006	2007	2007	2007	2008	2008	2008	2006	2006	2008	2008	2005	
MAKE	FORD	FORD	FORD	FORD	FORD	FORD	FORD	FORD	FORD	FORD	FORD	FORD	FORD	FORD	
MODEL	Interceptor	CV	Interceptor	Interceptor	Interceptor	Interceptor	Interceptor	Interceptor	Interceptor	Taurus	Taurus	Explorer	Explorer	Taurus	
ASSIGNMENT	Patrol	Patrol	Patrol	Patrol	Warrants	Patrol	K-9	Patrol	Patrol	Chief	CID	CID	CID	Citizen Patrol	

Monthly Mileage			December												
	Miles		Mileage		Hours		Avg Speed		Daily Miles						
P-412	194		113900		16280		7		6						
P-513	0		69088		12312		0		0						
P-660	1,395		77429		5362		14		45						
P-711	1,079		68722		4945		14		35						
P-712	582		66566		1682		40		19						
P-714	438		57372		5256		11		14						
P-816	1,563		55065		4743		12		50						
P-850	1,352		36305		2752		13		44						
P-851	1,228		21628		1702		13		40						
U-601	2205		44801		N/A										
U-604	173		35067		N/A										
U-813	984		35330		N/A										
U-814	856		40014		N/A										
Citizen Patrol	983		53529		N/A										
TOTAL	13032														

WINDCREST POLICE DEPARTMENT
MONTHLY ACTIVITY REPORT - PATROL

Dec 2011

OFFICERS		REPORTS						ARRESTS					OTHER ACTIVITY										ASSIGNMENTS										ABSENCES			DETAIL				
NUMBER OF OFFICERS ASSIGNED TO DIVISION:		OFFENSE REPORTS	MISC. INCIDENT RPTS	SUPPLEMENTAL RPTS	ACCIDENT RPTS	INTEL RPTS	ARREST RPTS	TOTAL RPTS	PERSONS ARRESTED	FELONY	MISDEMEANOR	CURFEW	WARRANTS	ARRESTS ON CALL	ARRESTS ON SIGHT	# PERSONS CITED	CITATIONS	WARNINGS	TOTAL CITATIONS	CRM PREV REMINDER	PARKING VIO. NOTICE	ON SIGHT ACTIVITY	OPEN DOOR / WIN	BUSINESS CHECKS	HOUSE CHECKS	REGULAR DUTY DAYS	VEH PATROL HOURS	BREAK	TRAINING	MAJOR INCIDENT	COURT	BIKE HOURS	OTHER ASSIGNMENT	TOTAL HOURS	OVERTIME	PATROL VEH MILEAGE	RELIEF DAYS	SCHED TIME OFF	UNSCHED TIME OFF	
REGULAR:	15																																							
PAID REG	0																																							
NON-PAID REG	1																																							
TOTAL:	16																																							
Sgt. Tovar 4144		1	2	0	1	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	4.00	8.00	0.00	0.00	0.00	0.00	52.00	64.00	0.00	82	8	64.00	24.00	DAYS	
Ptl. Fackelman 4155		5	11	0	0	0	5	21	5	0	4	0	25	0	5	16	25	6	31	0	0	6	0	4	4	22	187.50	16.00	0.00	0.00	0.00	0.00	13.00	216.50	47.50	453	8	8.00	0.00	DAYS
Ptl. Shepherd 4163		2	6	1	0	0	1	10	1	0	1	0	0	0	1	14	16	8	24	6	2	10	0	10	2	23	154.00	19.50	0.00	17.50	0.00	0.00	12.00	203.00	24.00	136	8	0.00	0.00	DAYS
Cpl. Hernandez 4166		0	6	0	0	0	2	8	2	0	1	0	1	2	0	3	5	2	7	0	1	1	0	3	3	24	170.00	20.00	0.00	0.00	2.50	0.00	19.50	212.00	16.00	137	7	0.00	0.00	EVENINGS
Ptl Dumas 4169		10	37	0	0	0	3	50	3	0	3	0	0	2	1	28	33	20	53	1	0	17	0	41	0	20	152.00	20.00	0.00	0.00	0.00	0.00	0.00	172.00	12.00	466	10	8.00	0.00	EVENINGS
Ptl Rosales 4172		9	39	0	3	0	2	53	2	0	2	0	1	2	0	19	18	3	21	16	12	29	0	56	4	22	162.00	23.50	0.00	0.00	2.50	0.00	0.00	188.00	12.00	761	9	0.00	0.00	EVENINGS
Cpl. Williams 4131		20	2	0	0	0	7	29	7	2	8	0	1	2	4	27	59	3	62	0	5	20	1	35	0	24	172.00	20.00	0.00	0.00	0.00	0.00	16.00	208.00	24.00	765	7	0.00	0.00	MIDS
Ptl. Lee 4160		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15	107.50	15.00	0.00	0.00	0.00	0.00	0.00	130.00	7.50	0	8	56.00	8.00	MIDS	
Ptl. Hernandez 4171		7	19	1	3	0	10	40	10	0	9	0	1	3	7	60	115	9	124	0	0	8	0	45	0	22	183.00	2.00	0.00	0.00	2.00	0.00	13.00	200.00	18.00	1131	9	0.00	0.00	MIDS
Ptl Cianchetta 4173		12	38	0	3	0	1	54	1	0	1	0	0	1	0	18	8	12	20	7	2	11	0	34	0	23	0.00	23.00	161.00	0.00	0.00	0.00	0.00	184.00	0.00	573	8	0.00	0.00	FTO
Ptl Lindsey 4174		22	22	0	0	0	13	57	13	1	11	7	1	11	2	54	78	9	87	9	6	26	1	32	14	22	0.00	22.00	160.50	0.00	0.00	0.00	0.00	182.50	6.50	771	9	0.00	0.00	FTO
Ptl Duquette 4175		7	10	1	0	0	0	18	0	0	0	0	0	0	0	38	38	10	48	8	1	12	0	23	27	22	0.00	20.00	156.00	0.00	0.00	0.00	0.50	176.00	0.50	669	9	0.00	0.00	FTO
Ptl Pena 4176		6	12	1	2	1	5	27	5	0	2	3	0	5	0	26	25	7	32	22	6	33	1	31	18	22	0.00	14.00	163.00	0.00	0.00	0.00	2.00	179.00	2.00	461	9	0.00	0.00	FTO
Ptl Kinnebrew 4170		2	2	0	0	0	1	5	1	0	1	0	0	0	1	3	4	1	5	0	0	0	0	7	0	2	14.00	2.00	0.00	0.00	0.00	0.00	0.00	16.00	0.00	63	29	0.00	0.00	NON-PAID
W Clark 4555		0	21	5	0	0	0	26	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	17	93.00	15.00	1.50	18.00	0.00	0.00	20.95	148.45	0.00	817	9	40.00	0.00	Animal
J Gonzales 4548		37	0	0	0	0	0	37	0	0	0	0	0	0	0	0	0	0	0	0	6	41	0	0	0	16	87.00	0.00	0.00	0.00	0.00	0.00	40.00	144.00	0.00	485	9	48.00	0.00	Code
TOTALS		140	227	9	12	1	50	439	50	3	43	10	30	28	21	306	424	90	514	69	41	216	3	321	72	304	1486	240	642	35.5	7	0	189	2623.5	170	7770	156	224	32	

City of Windcrest
Monthly Code Enforcement Report

Current Code Compliance Officer in Training

	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	TOTAL
City Violations													
Parking Violation	2	1	6										9
Dog's running at large	2	2	1										5
Animal Waste disposal	0	1	1										2
Overgrown Weeds, Grass, Vegetation Front	5	14	8										27
Overgrown Weeds, Grass, Vegetation Alleyway	0	11	13										24
Vacated Property	0	1	0										1
Littering Street	3	0	0										3
Littering Alley	1	1	1										3
Barking Dog	0	0	0										0
No Alarm Permit	4	5	1										10
No Building Permit	2	1	0										3
Street for storage parking "Veh. On street"	3	2	6										11
Junk Vehicle	2	0	2										4
Vehicles on grass	5	2	2										9
R.V. / Boat / Trailer on Driveway/Street	3	3	6										12
Danger to Health	0	0	1										1
Overhanging tree limbs "Street"	2	2	0										4
Overhanging tree limbs "Alley"	0	1	0										1
Bandit Signs	36	29	20										85
Stagnant Pool Water	0	0	1										4
Emptying pool into street	2	1	1										4
Solicitors	1	1	0										2
Watering wrong time of day	18	2	0										20
Watering wrong day	3	1	0										4
Wasting Water "Street/Alley"	0	5	0										5
Refusal to pay Solid Waste	0	0	0										0
Obstruction of Streets and Roadways	3	1	1										5
Unsanitary / Unsanitary Conditions	2	9	5										16
No Garage / Estate Permit	0	0	0										0
Teen Curfew	0	0	9										9
Regulation of Use of Drainage Ditches	0	0	6										6
Graffiti	0	0	1										1
Total Issues Addressed	99	96	92										287
Written Notice by Code Enforcement	16	35	31										82
Verbal Warnings by Code Enforcement	31	23	22										76
MCRT Citation Issued by Code Enforcement	0	0	0										0
Written Warnings by PD	3	8	3										14
MCRT Citation Issued by PD	3	1	16										20
Total Enforced	53	67	72										192

* 8 HRS / Day in Field

JG / chik
2/1/05/12

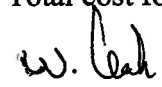
ANIMAL CONTROL STASTICS FOR DEC. 2011.	DEC.	OCT/ YTD
Calls for service	27	107
Business Hours	25	76
Non Business Hours	2	6
Dispatched Calls	20	73
Calls from citizens	0	3
Self initiated	7	31
Number of dogs retrieved	6	29
Number of dogs returned to owners by staff members of the Camelot Animal Hospital	0	9
Number of dogs returned to owner by Animal Control	1	9
Number of dogs taken to Canyon Lake Animal Shelter Society	0	1
Number of dogs taken to Animal Defence League	0	0
Number of dogs taken to Humane Society of San Antonio	0	0
Number of dogs adopted out	3	7
Number of dogs euthanized	0	0
Number of dogs which died from disease or unknown illness	0	1
Number of dogs still remaining at the Camelot Animal Hospital	2	2
Number of carry over of dogs from previous month still at Camelot Animal Hospital:	0	0
Breed of dogs retrieved:		
Poodle	0	3
Beagle	1	1
Chihuahua	0	1
Husky	1	1
Dachshund	1	3
Mixed	2	16
Golden Retriever	0	1
Irish Setter	0	1
Mini Pincher	0	1
Cocker Spaniel	1	1
Number of calls for dog running at large but were neither located Nor retrieved.	6	22

OK
for

Number of dogs which had tags	0	3
Number of dogs with microchip	2	3
Number of cats sterilized	1	7

ANIMALS AT HIGH RISK FOR RABIES CONSIST OF:
FOXES, COYOTES, BATS, RACCOONS, SKUNKS

Number of animals euthanized due to injury, illness, or were at high Risk for the rabies virus:	0	2
Raccoon (sick)	0	0
Cat (sick)	0	0
Skunk (high risk)	0	2
Fox (sick and high risk)	0	0
Number of deceased animals disposed of	9	27
Cats	1	6
Opossum	1	2
Raccoon	1	1
Skunks	0	0
Squirrels	2	12
Deer	0	0
Dog	1	1
Duck	2	4
Owl	1	1
Number of citations written for Animal Running At Large	0	1
Number of citations for not having animal vaccinated	0	0
Number of citations for not having animal registered	0	0
Number of Written Warnings issued for Animal Running At Large	0	1
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 of December .	\$407.00	\$2348.50


W Clark ACO



WINDCREST TEXAS

Street Report for the month of December 2011

Highlights

Every Monday pick up trash throughout the city as needed.

5 days of street sweeping –
1 man, 7.5 hours per day.

Mow edge and trim – Eaglecrest, Montgomery Rd. and Crestway easements.
Repair water leak caused by mower –
2 men, 4 hours X 1 day.

Install new flashing light at stop sign on Crestway @ Midcrown Dr.
Sign was damaged by heavy winds from a previous night.

Two street signs damaged from accidents, in addition to a street sign that was also damaged over the New Year holiday week-end.

Install Christmas lights at city hall, parking lot and Windway Island.
Install garland on light poles.
8 Days, 2- 5 men, 8-10 hours per day.

Chip branches left from contractors-
2 men, 7.5 hours X 5 days

Ruts in alleys-
2 men, 7.5 hours per day X 3 days
One alley was not passable due to previous utility construction by water district contractors.

Final move on finance office –
3 men, 7.0 hours X 1 day

Clean wall, install peep viewer on finance door and install door locks.
1 man, all day.

Install new light fixtures in Finance Office.
2 men, 10 hours X 1 day

Repair aerator at Brookfalls pond.
Electrical short in system, contracted out.

Holiday Luncheon, set and clean up -
4 men, 6 hours X 1 day

Christmas Light up –
Make Hot Chocolate, set and clean up and put away tables, chairs, etc.
Put out barricades, cones and signs on Midcrown Dr.
7 men, 5.5 hours X 1 evening.

Windcrest EDC Report for the month of June 2009

There were 14 days of rain and drizzle.

Goals

Take down Christmas lights and decorations, store for next year.
Repair alleys throughout the city as needed.
Weather permitting, crack fill throughout the city.
Sweeping hours soon to start from 6:00 A.M. – 8:00 P.M. Monday – Friday.
Install all new signs.
Install new aerator at Windy Hollow pond.

Summary

Continue to keep the city beautiful and clean for residents and visitors.

Respectively submitted to the City Council through the City Manager

Christopher Gamboa

1 January 2012

SIGNATURE

DATE

Please contact me with any questions concerning this report

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



WINDCREST TEXAS

Landscaping Report for the month of December 2011

Highlights

Every Monday pick up trash in monuments, city hall, and islands.
2 men, 4 hours per day X 4 days

Every morning as allowed by water restrictions; watering plants, grass and shrubs.
2 men, 4 hours X 16 days

Remove weeds from all islands at Walzem Rd.
2 men, 4 hours X 1 day.

Remove bug infested shrubs at Gulfcrest fire dorm.
2 men, 8 hours X 1 day.

Install stepping stones, gravel and edging for walking path at the Gulfcrest fire dorm.
2 men, 5 hours X 3 days

Remove grass and install edging, stepping stones and gravel for walking path for Acadian.
2 men, 5 hours X 3 days

Blow and pick up leaves at city hall, islands, monuments and fire dorms.
2 men, 8 hours X 5 days.

Trim trees at fire dorms.
2 men, 8 hours X 2 days.

Install flowers at Civic Center.
1 hour X 1 day.

Special services:

Wax floors at Public Works office, break room, and hall way.
2 men, 13 hours X 2 days.

Civic Center floors, kitchen and by restroom area.
4 men, 15 hours X 2 days.

Administration office break room.
2 men, 10 hours X 1 day

Goals

Landscaping on Egelcrest islands.
Start renovating Walzem Rd. @ Midcrown monuments soon.
Landscaping at Tradewind @ IH 35 island.

Windcrest EDC Report for the month of June 2009

Install low Maint. Shrubs at the Island on 400 blk of Fenwick Dr.
Landscaping at city pool.

Summary

Keep the city clean and beautiful.

Respectively submitted to the City Council through the City Manager

Christopher Gamboa

6 January 2012

SIGNATURE

DATE

Please contact me with any questions concerning this report

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

CITY OF WINOCREST MUNICIPAL COURT - OFFICIAL MONTHLY REPORT

	Oct. 11	Nov. 11	Dec. 11	Jan. 12	Feb. 12	Mar. 12	Apr. 12	May 12	Jun. 12	Jul. 12	Aug. 12	Sept. 12	TOTAL	Medium Average
Cases Filed	455	472	479											
Fines Paid	52	29	44											
Bond Forfeiture	0	0	0											
Not Guilty	10	13	15											
Guilty	59	58	51											
Dismissed	78	59	71											
Compliance Dismissals	10	31	28											
Defensive Driving	21	19	29											
Deferred Disposition	30	39	52											
Insurance	26	12	14											
Orders for Community Svc.	0	0	0											
Appeals	0	0	0											
TOTAL CASES HEARD	316	280	306											
Failure to Appear Warrants	290	178	199											
Warrant Officer Fine/Fee Collected	13,358	9,248.10	8,404											
Warrant Officer Activity	31	29	20											
Court Fines	22,975.87	20,410.65	24,553.43											
State Fees	12,639.01	10,978.85	13,103.48											
City Share of State Fees (10%)	1,264.00	1,097.89	1,310.00											
Court Technology Fund	720.34	657.24	738.38											
Court Building Security Fund	540.22	492.91	553.82											
Fee to OmniState	1,508.29	1,566.17	1,320.19											
Lineberger Fees	979.50	449.42	1,088.40											
TOTAL CITY REVENUE	24,239.87	21,508.54	25,863.43											24,239.87
PRIOR Years Total Collections	26,354.80	23,096.47	20,308.63	24,356.13	31,594.01	27,069.32	27,631.75	23,550.00	28,227.47	24,319.00	28,296.64	31,528.41	316,332.63	

(October 10-Sept. 11)													
Warrant Officer Fine/Fee Collected	7,391	6,475.50	7,069	9,594	15,585	17,622	15,193	18,010	24,188.85	10,943.65	16,723.10	20,726.40	189,511.96
Warrant Officer Activity	34	28	21	26	45	53	47	53	68	41	44	67	527
Persons Arrested (held in WCPD)	6	11	5										17
Persons Incarcerated (HELD IN GC)	0	5	2										5
Cost of Incarceration	600	1,300	850										2,750

(October 10 - Sept. 11)													
Persons Arrested	0	0	0	0	0	0	2	9	17	16	12	22	78
Persons Incarcerated	0	0	0	0	0	0	1	3	8	5	7	11	35
Cost of Incarceration	0	0	0	0	0	0	50	1250	1400	2200	2450	5100	12,450

TOTAL CITY REVENUE

(FY 2010/2011 vs. FY 2011/2012)

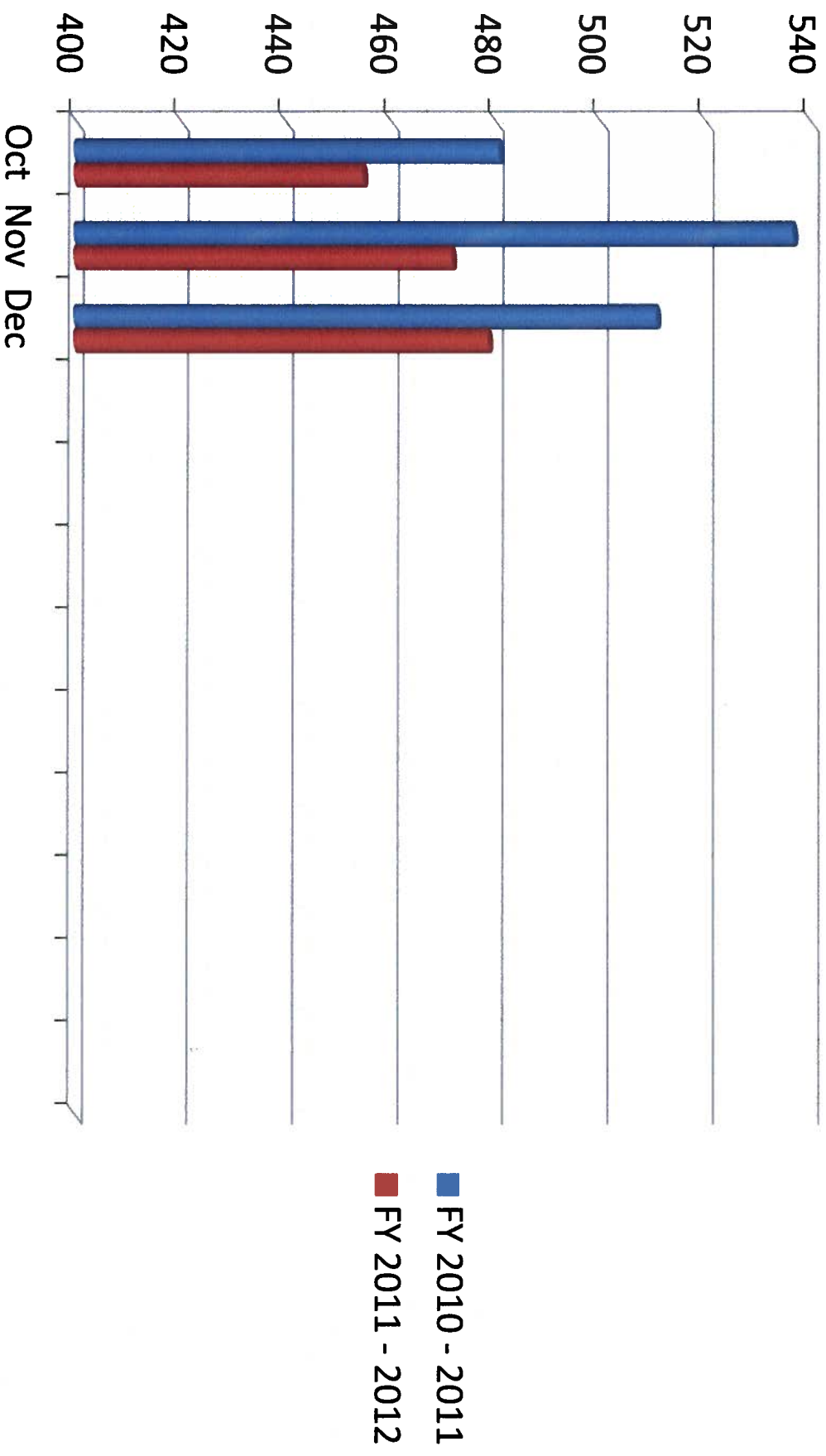


Delia
on 1/17/2012

CASES FILED

FY 2010/2011 vs. FY 2011/2012

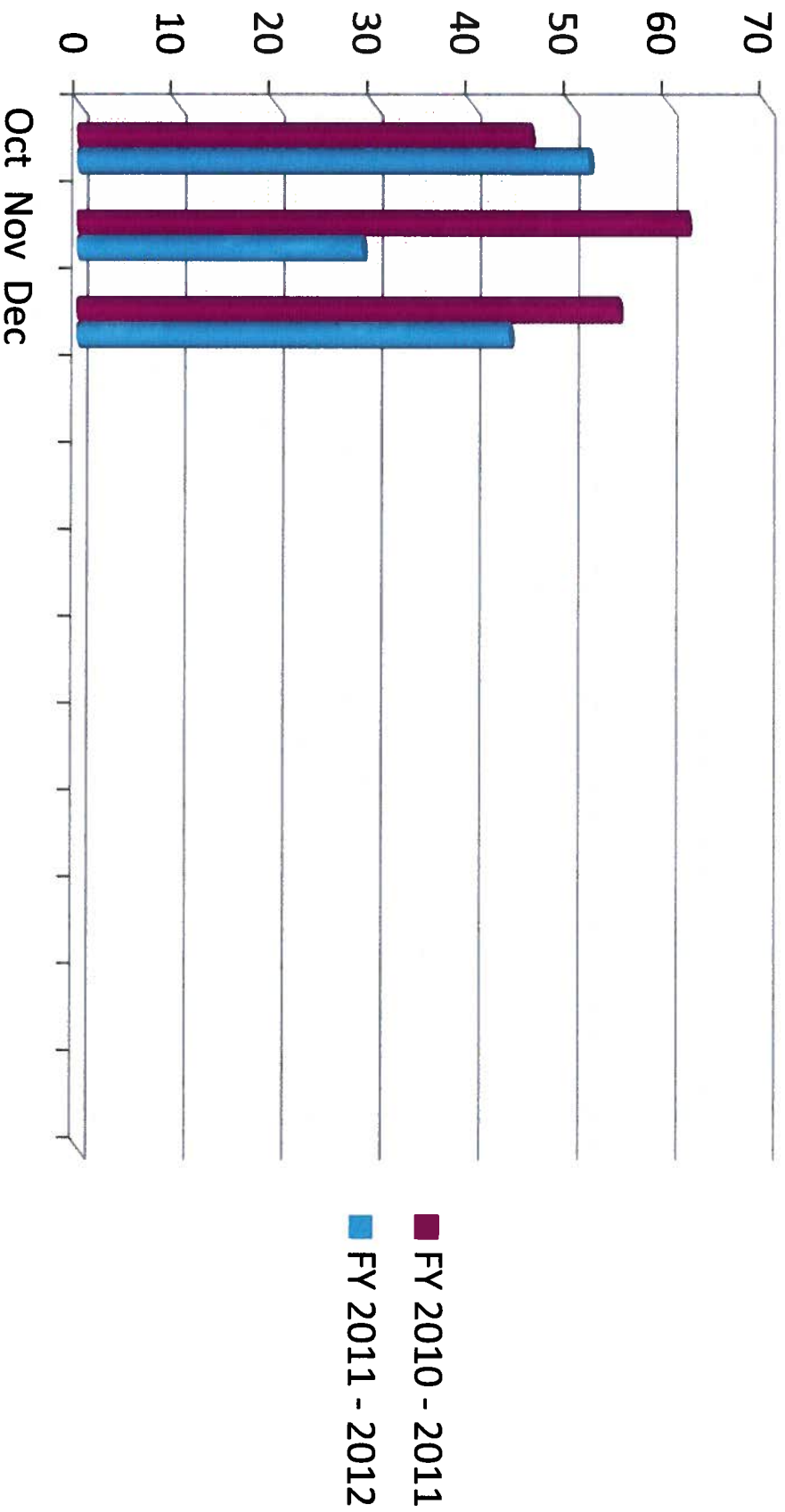
(Citations from Police Department, Code Enforcement, Animal Control)



FINES PAID

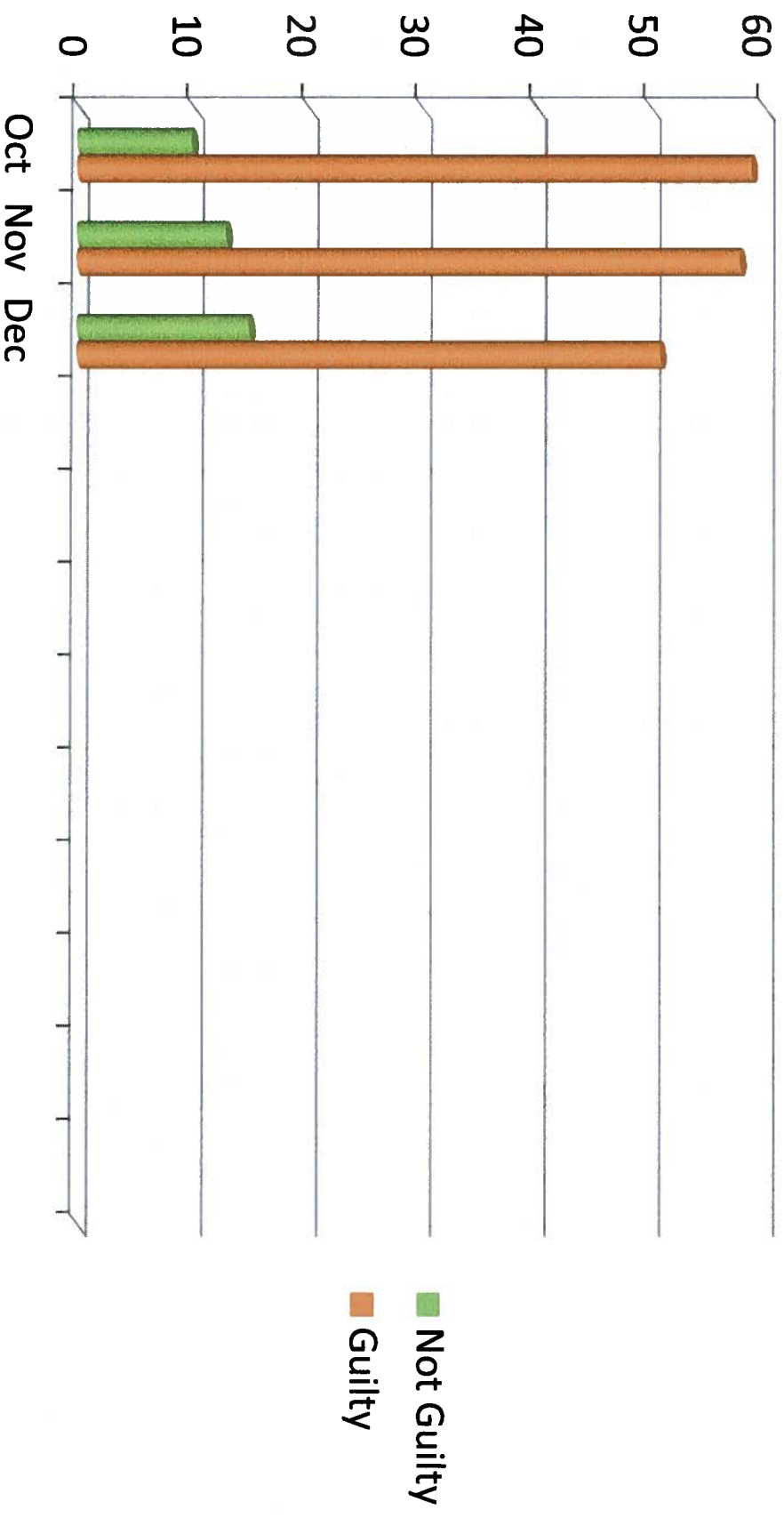
FY 2010/2011 vs. FY 2011/2012

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



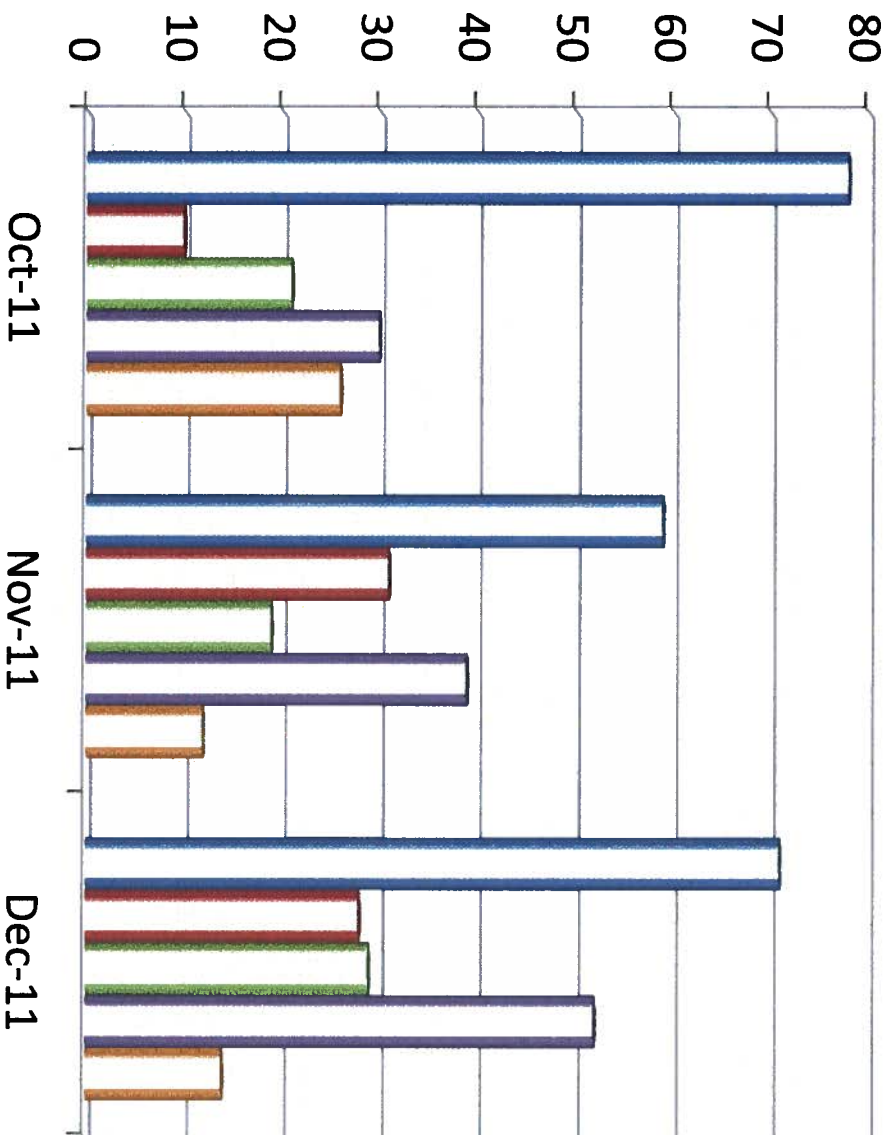
NOT GUILTY / GUILTY

(Numbers only, not \$ amounts. Guilty column correlates with defendants who paid fines in FY 2011 – 2012 from above slide)



DISMISSALS

(Numbers only, not \$ amounts)



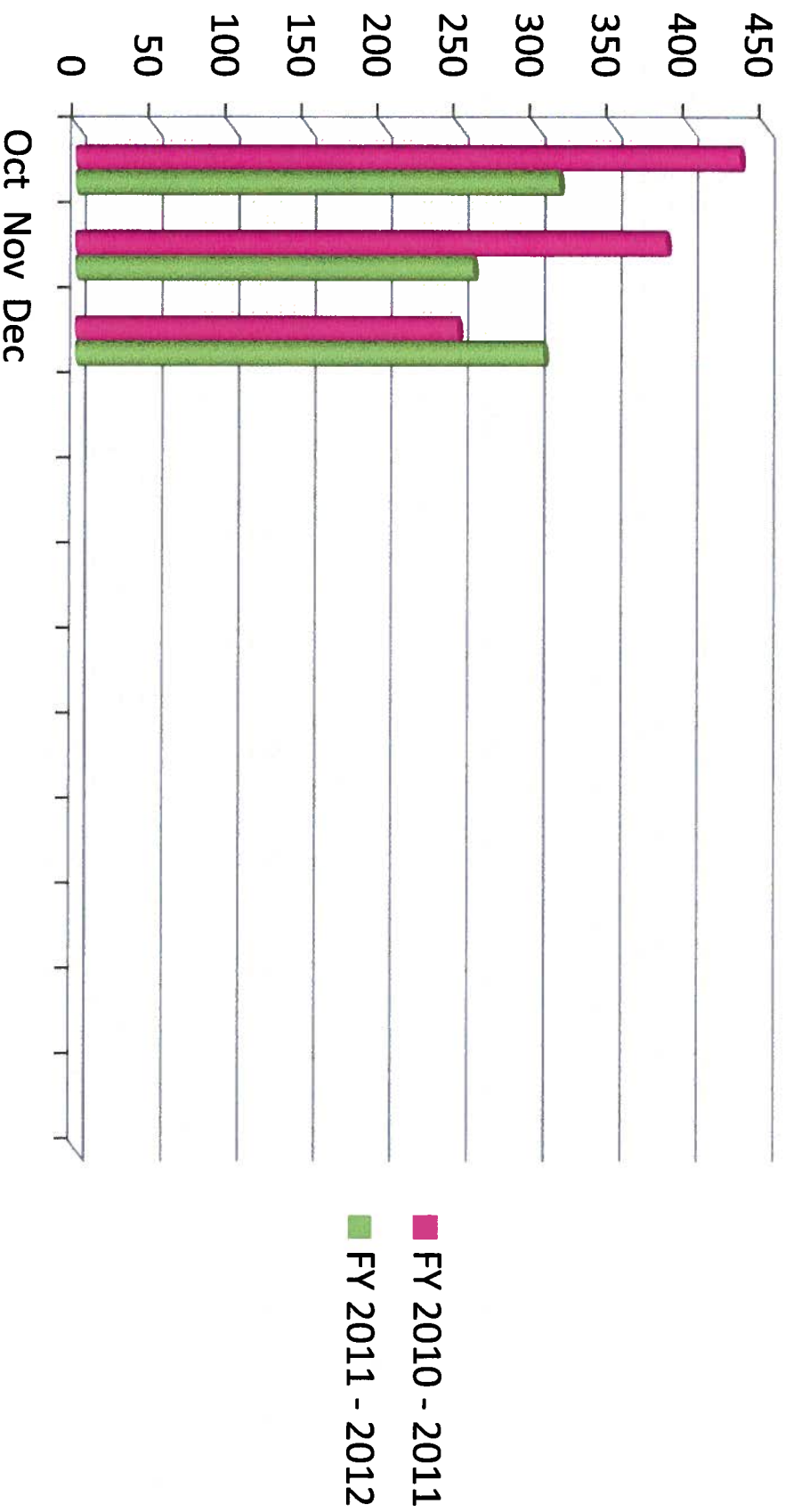
- Dismissed - (No Fee)
- Compliance Dismissals
- Defensive Driving
- Deferred Disposition
- Had Insurance (No fee)

Dismissed (No Fee) Reflect Plea Bargains as well as Code Violators who have corrected their issue per the Judge's order.

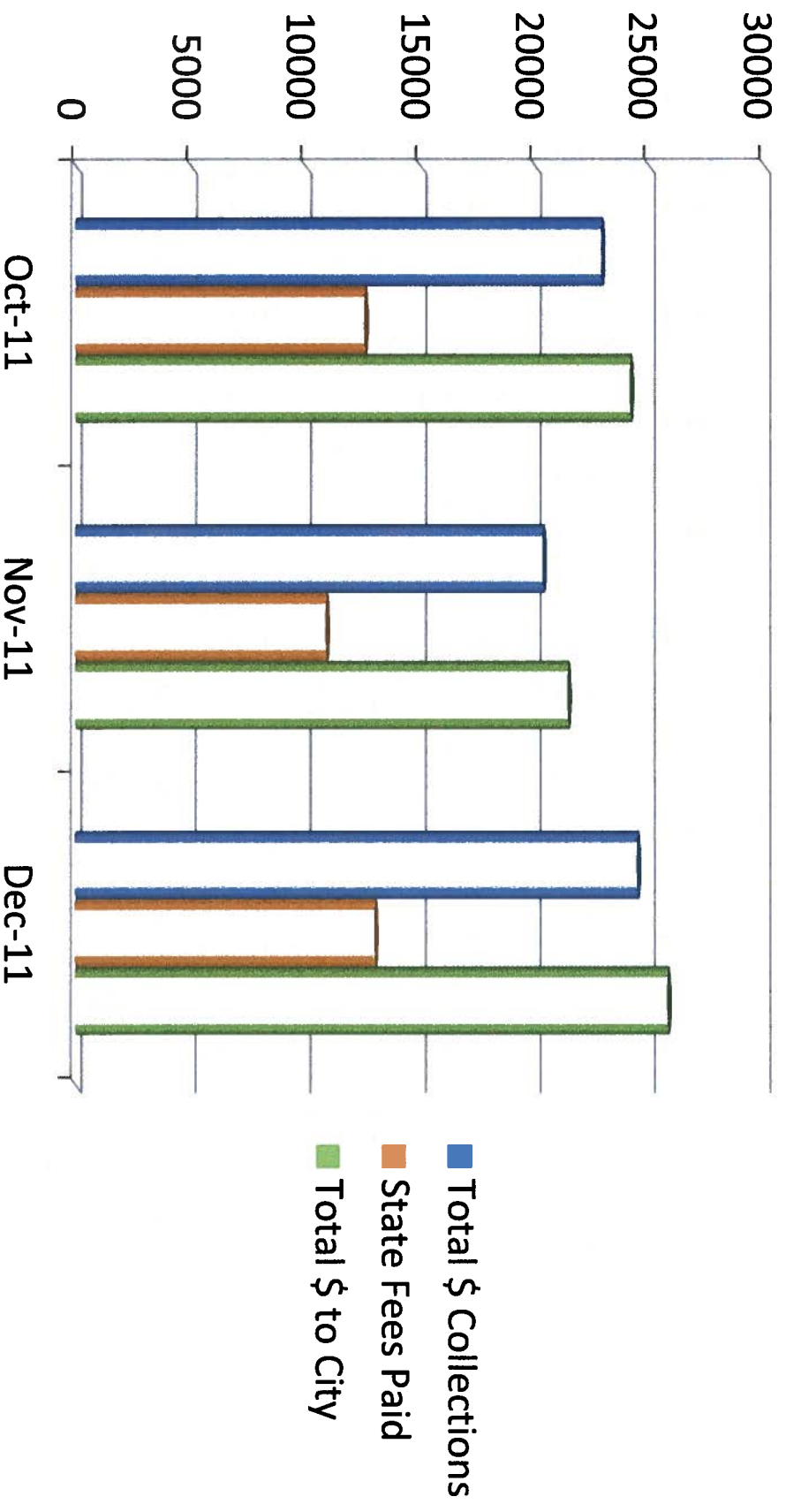
TOTAL CASES HEARD

FY 2010/2011 vs. FY 2011/2012

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

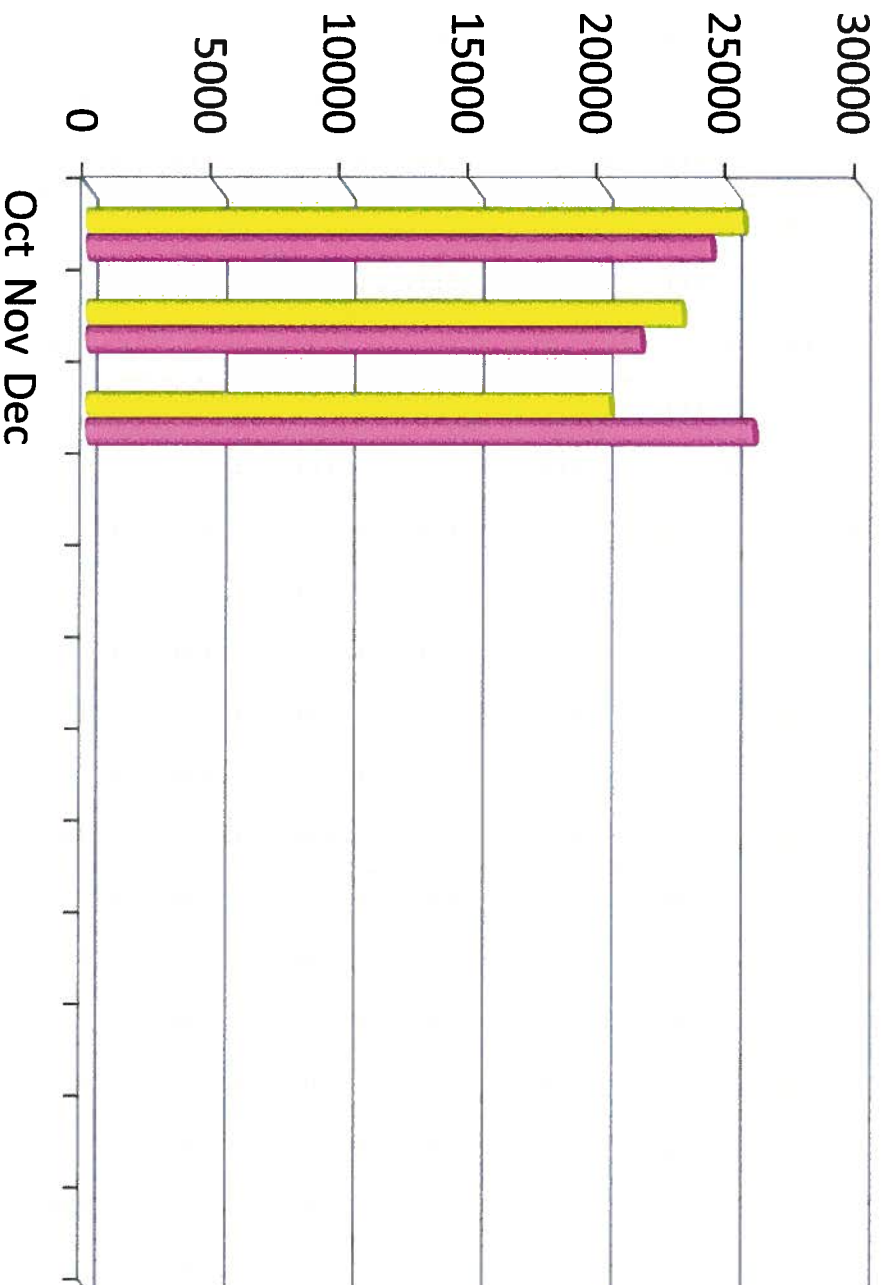


DISTRIBUTION OF TOTAL COURT COLLECTIONS



TOTAL CITY REVENUE

(FY 2010/2011 vs. FY 2011/2012)



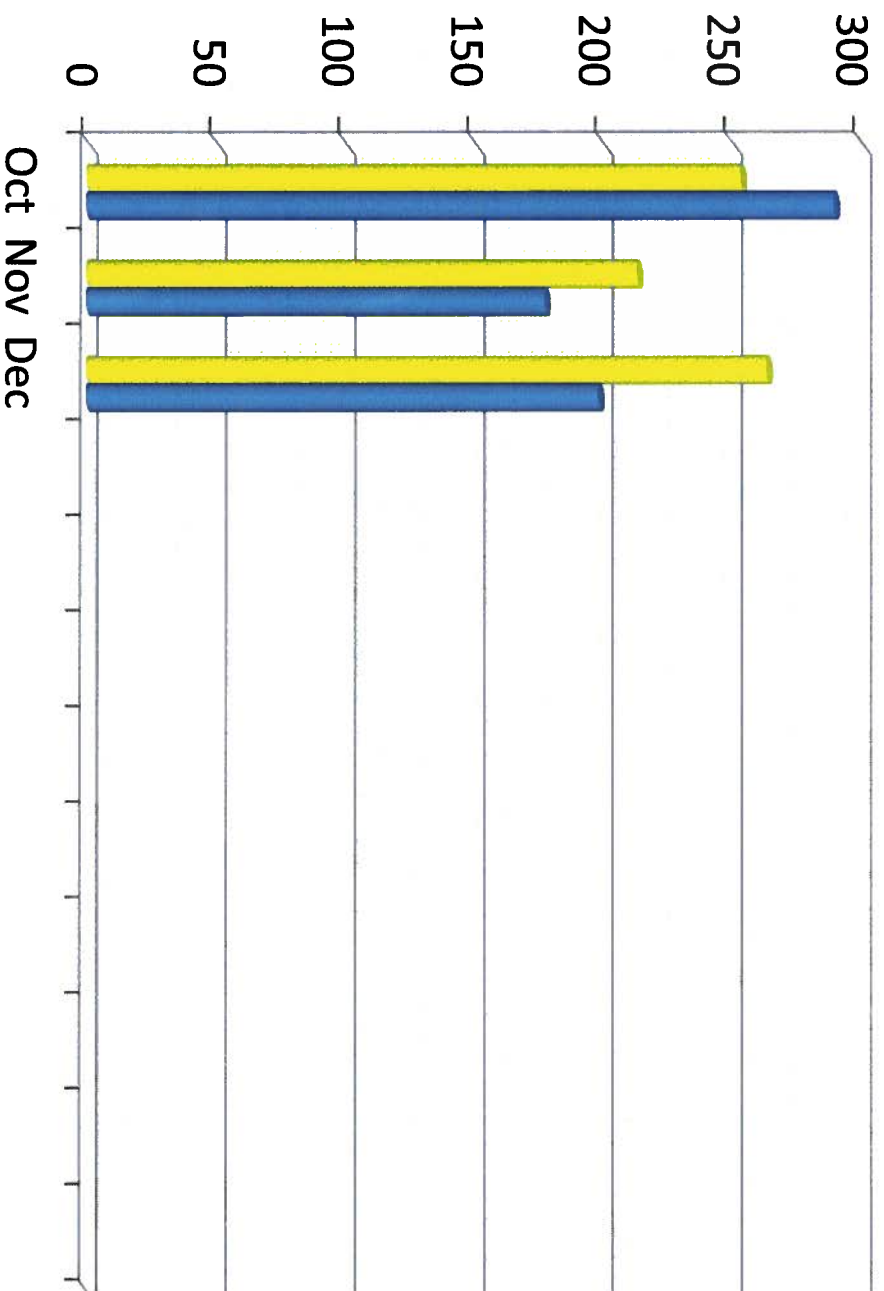
■ FY 2010 - 2011

■ FY 2011 - 2012

FTA WARRANTS ISSUED

FY 2010 – 2011 vs. FY 2011 - 2012

(Numbers only, not \$ amounts)

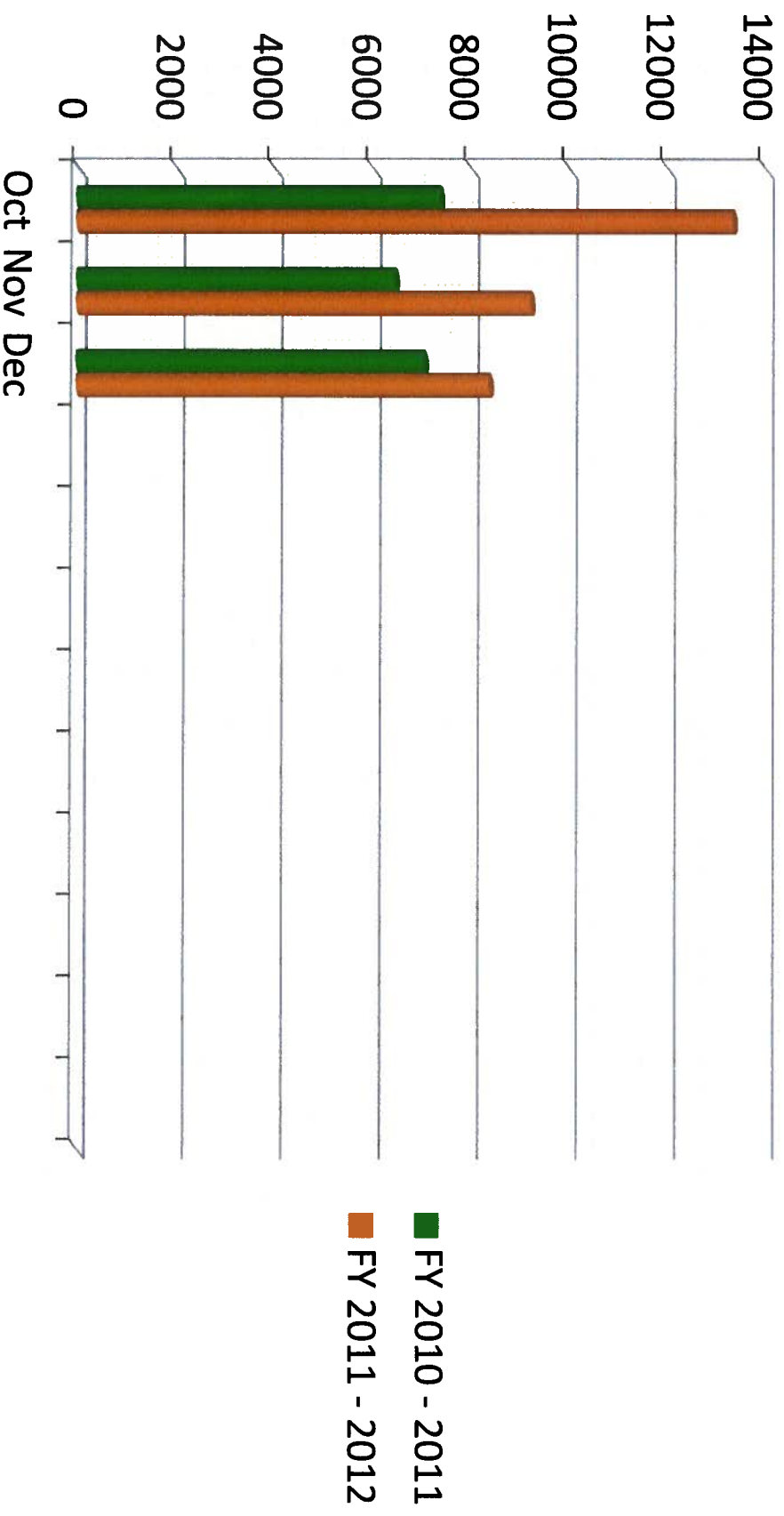


■ FY 2010 - 2011

■ FY 2011 - 2012

WARRANT COMPARISON OF FINES AND FEES COLLECTED

(FY 2010 – 2011 vs FY 2011 – 2012)



WARRANT OFFICER REPORT FOR THE MONTH OF DECEMBER 2011				
Citation No#.	Defendant Name	Warrant Officer Comments		ACTION
Page 1 of	* DENOTES ARREST	** DENOTES ARREST & MAGISTRATION		
62818 (2008)	Gomez, Angel	Went to listed residence address. No ans. Left Red Tag.		Fine/Fees \$387.40
**57956 (2011)	Aleman, Pablo	Subj Arrested. Processed @ WPD.		JAILLED
68338 (2011)	Sanders, Scott	Went to listed residence address. No ans. Left Red Tag.		Posted Bond \$400
65571 (2009)	Lewis, Kendra	Went to listed residence address. No ans. Left Red Tag.		Fine/Fees \$479.71
69340 (2011)	Thomas, Travis	Went to listed residence address. No ans. Left Red Tag.		Posted Bond \$700
69404 (2011)	James, Ryan	Went to listed residence address. No ans. Left Red Tag.		Fine/Fees \$613
**69648 (2011)	Saldierna, Deyanira	Subj Arrested. Processed @ WPD.		Fine/Fees \$558
*66797 (2011)	Baldwin, Latoya	Subj Arrested. Processed @ WPD.		Posted Bond \$200
69823 (2011)	Turner, Kevin	Went to listed residence address. No ans. Left Red Tag.		Fine/Fees \$375.90
**69052 (2011)	Donaldson, Murray	Subj Arrested. Processed @ WPD.		JAILLED
66989 (2011)	Rodriguez, Hector	Went to listed residence address. No ans. Left Red tag.		Fine/Fees \$434.20
67806 (2009)	Hendizadeh, Kevin	Went to listed residence address. No ans. Left Red Tag.		Fine/Fees \$465.40
68392 (2009)	Salvador, Melina	Went to listed residence address. No ans. Left Red Tag.		Fine/Fees \$551.20
69868 (2011)	Fulton, John	Went to listed residence address. No ans. Left Red Tag.		Posted Bond \$300
68331 (2011)	Urdiales, Christopher	Went to listed residence address. No ans. Left Red Tag.		Fine/Fees \$1744.60
57956 (2006)	Aleman, Pablo	Went to listed residence address. No ans. Left Red Tag.		Fine/Fees \$243
67986 (2011)	Anderson, Kelly	Went to listed residence address. No ans. Left Red Tag.		Fine/Fees \$492.70
**68969 (2011)	Lee, William,	Subj Arrested. Processed @ WPD.		Attorney
68929 (2011)	Perez, Gilbert	Went to listed residence address. No ans. Left Red Tag.		Fine/Fees \$399
55606 (2005)	Stevenson, Tracy	Went to listed residence address. No ans. Left Red Tag.		Fine/Fees \$60
WORKED 20	CASES ** TOTAL ARREST	5, JAILED 2. ** FINE/FEES, BONDS COLLECTED		\$8,404.11
2011 FORTH QUARTER	OCTOBER, NOVEMBER, DECEMBER	TOTAL: \$31,010.41		
TOTAL COLLECTED FOR 2011		\$151,502.22		



WINDCREST TEXAS

City Secretary Report for the month of December 2011

Highlights

1. Attended Newsletter committee meetings December 6th.
2. Attended American Legion Flag Ceremony in Remembrance of Pearl Harbor Day.
3. Worked with the Mayor, Newsletter committee and Newsletter publisher on articles and newsletter cover.
4. Prepared, posted and attended City Council meetings on December 5th and 19th.
5. Prepared and attended Annual Light-Up
6. Assisted with Mayor Baxter on the new and improve Light-Up map.

Goals

1. Attend Texas Municipal Clerk Certification Program Election Law Seminar in Irving, January 18th-20th, 2012
2. Prepare for General Election
3. Continue filling open records request.

Respectfully submitted to City Council, through the City Manager.

Heather Weidenbach

January 9, 2012

SIGNATURE

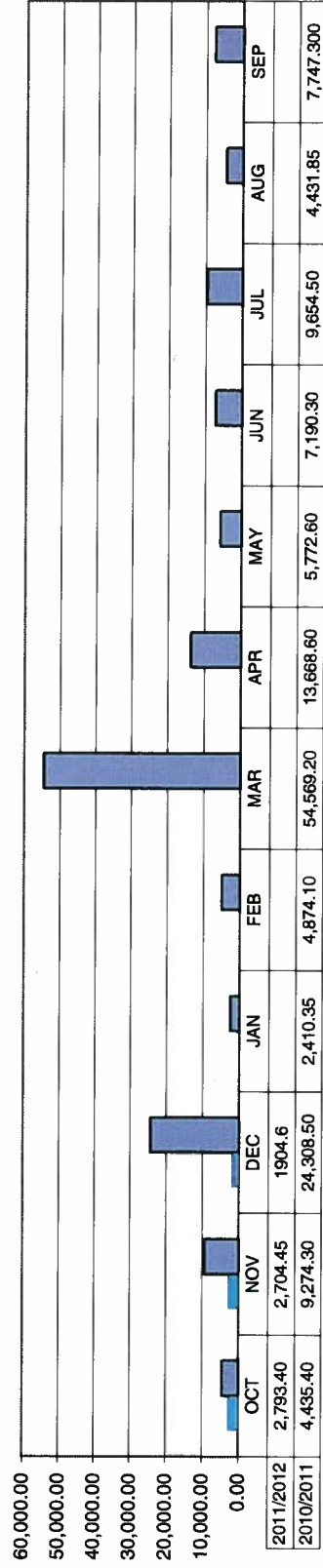
DATE

Heather Weidenbach, 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).

**TOTAL DOLLARS OF BUILDING PERMITS ISSUED
FY 2011/2012 AS OF NOVEMBER 2011 = 2,704.45**



■ 2011/2012
■ 2010/2011

TOTAL DOLLAR AMOUNTS BY PERMIT TYPE (FY 2011/2012)

		Jan	Feb	Mar	April	May	June	July	Aug	Sept
Mechanical	\$980.00	\$1,020	\$1,145.00							
Remodel-Residential	\$50.00	\$50	\$15.00							
Pool	0	0	0							
Irrigation	0	\$38.30	\$159.60							
Sprinkler	0	0	0							
Residential-New	0	0	0							
Electrical	\$213.40	\$142.15	\$145.00							
Plumbing	\$405.00	\$360.00	\$360.00							
Roof	\$20.00	0	\$5.00							
Fence	\$0.00	\$5.00	0							
Commercial-New	0	0	0							
Utility	0	0	0							
Commercial Sign	0	\$714.00	0							
Commerical-Remodel	\$100.00	0	0							
Cert of Occup	\$200.00	0	0							
Reinspection Fees	825	\$375.00	\$75.00							
Total	\$2,793.40	\$2,704	\$1,904.60							

TOTAL NUMBER OF PERMITS ISSUED BY MONTH (FY11/12)

[illegible]

**CITY OF WINDCREST
DEPARTMENT OF HEALTH
NARRATIVE REPORT
December 2011**

1. ***Windcrest Golf Course Grill:*** The front bar cooler was found at 51F instead of the required minimum of 41F. The employee on duty did not have food handler training.
2. ***IHOP:*** This is a follow up inspection on the fryers. The fryers have been thoroughly cleaned to remove grease and food residue.
3. ***Pho Hai An:*** The kitchen lights over the food preparation area did not have shatter proof covers. One of the kitchen walls had the paint peeling. Scrape and repaint this wall.
4. ***Shoney's:*** The cold serving line has empty pan spaces allowing hot air to enter the line reducing cooling efficiency. The new freezer door has been installed.
5. ***School of Excellence:*** This was a follow up inspection to insure the back flow preventer on the incoming water line had been installed and that food handler training had been completed. 2nd notice issued. Will reinspect for both items.

6. ***Thai Thai Asian Cuisine:*** Two inspections to approve the restaurant for operation after a change in ownership. Facility approved for operation.
7. ***Pizza Hut:*** Replace the moldy hose on the mop sink.
8. All inspected restaurants were reminded of the need to renew their Food Establishment Permits.

FOOD HANDLER SANITATION TRAINING: No food handler training was conducted in December.



Fiesta Especial 2012

City of Windcrest Update

Things are well underway and planning is happening at lightning speed. Get ready City of Windcrest, here comes Fiesta Especial!

We're beginning our recruitment efforts for a number of activities including:

- Game, Craft/Activity, Food and Bazaar Vendors
- Entertainment
- Fiesta Especial Promenade & Parade (*includes a 2.5 mile Fun Run!*)
- School Day & Disability Service Provider Day Promotions
- Sponsorships, Underwriting and In-Kind Contributions

We had our first meeting with the city on Friday, January 13th and we discussed:

- Parade Date/Time, Route, Grand Marshal, Peddler Permits, vehicle requirements, Fun Run: Scheduled for Sat. at 9am and we'll be calling on Home Depot, Drury Inn, Red Lobster, Frost Bank and Tom Winn to see about a staging area for the promenade & parade.
- Security / Street Closures – Security needs have been submitted and we'll be contacting TxDot about closing down Walzem.
- Waste Management/EMT/First Aid
- Marketing/Newsletter: We'll be getting in touch with Clear Channel and meeting with the Windcrest Newsletter committee each week.
- And more!

We'll all get together and meet again after the City Council Meeting and before February 10th

Fiesta Especial is seeking City of Windcrest businesses who would like to become sponsors, volunteers or parade participants for the event.

SCHEDULE OF EVENTS:

Saturday, February 18th

7:00 p.m. – 9:00 p.m. Fiesta Especial Royal Court Coronation (at the Hand-in-Hand event benefitting Morgan's Wonderland)

Friday, April 20th, 2012

10:00 a.m. – 10:00 p.m. Fiesta Especial Event. \$5 General Admission

10:00 a.m. – 2:00 p.m. Special Charitable Time for Schools, Disability Service Providers and Senior Centers

11:00 a.m. – Shoebox Parade (through the Fiesta Especial Grounds and Rackspace facilities)

Saturday, April 21st, 2012

8:55 a.m. – 11:00 a.m. – Fiesta Especial Promenade & Parade through the City of Windcrest

10:00 a.m. – 10:00 p.m. Fiesta Especial Event. \$5 General Admission

10:00 a.m. – 2:00 p.m. Special Charitable Time for Disability Service Providers and Senior Centers

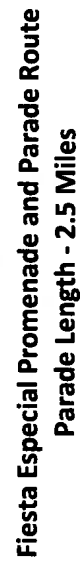
SPECIAL REQUEST OF THE CITY OF WINDCREST:

1. Fiesta Especial is requesting a special reduction of fees for the Food Vendor Permits for the two day event. We are asking that the fee be \$25 for the event (April 20th – 21st).
2. Fiesta Especial is requesting that the Peddler Permit fee be waived for the Fiesta Especial Promenade and Parade.

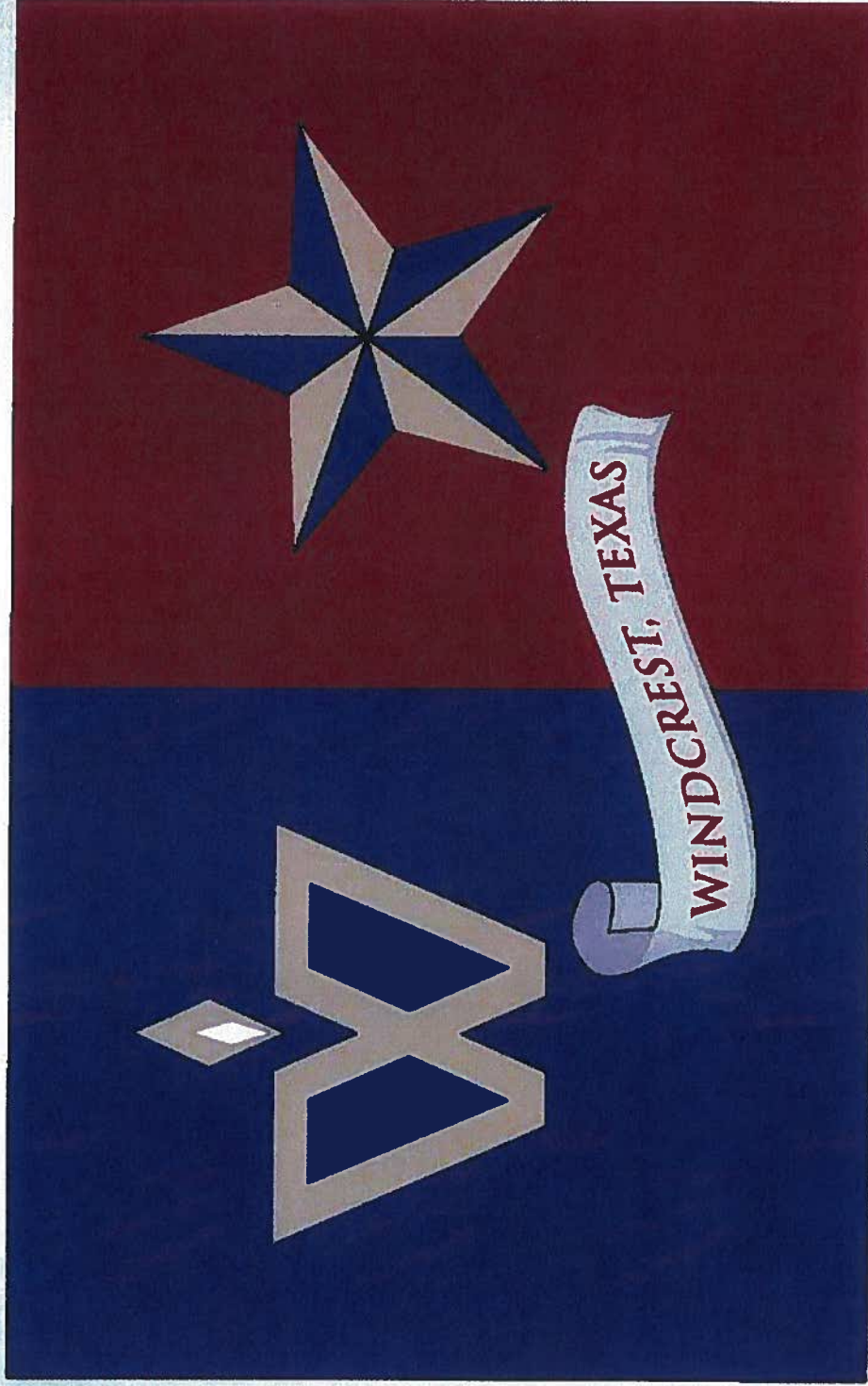
Thank you so much for your consideration!

WWW.FIESTAESPECIAL.COM

Contact: Melanie Cawthon | (210) 656-6674 | melanie@rmihomes.org | Fiesta Especial



Fiesta Especial Promenade and Parade Route
Parade Length - 2.5 Miles



Monthly Finance Report

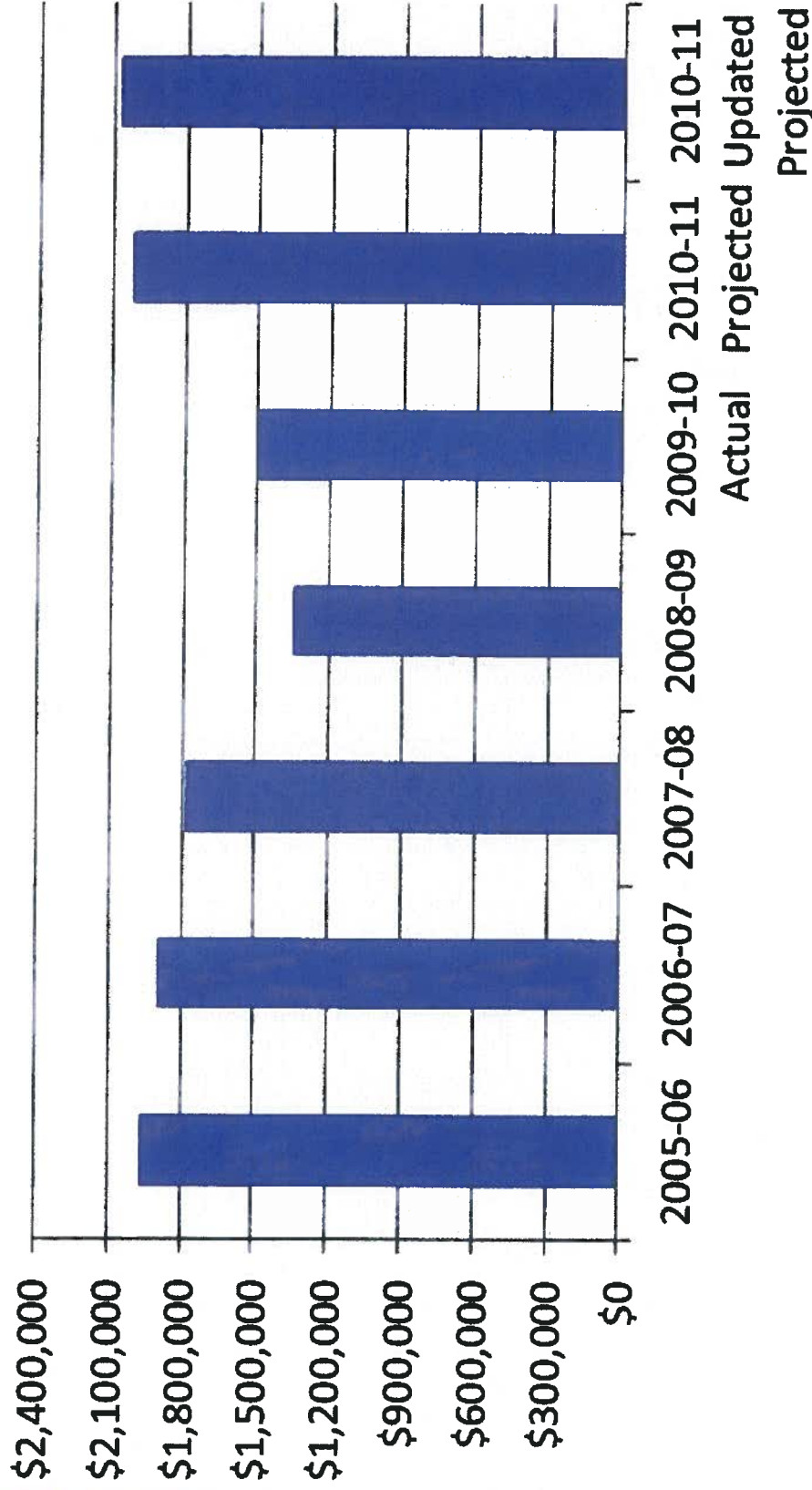
December 2011

● Submitted November 10, 2011

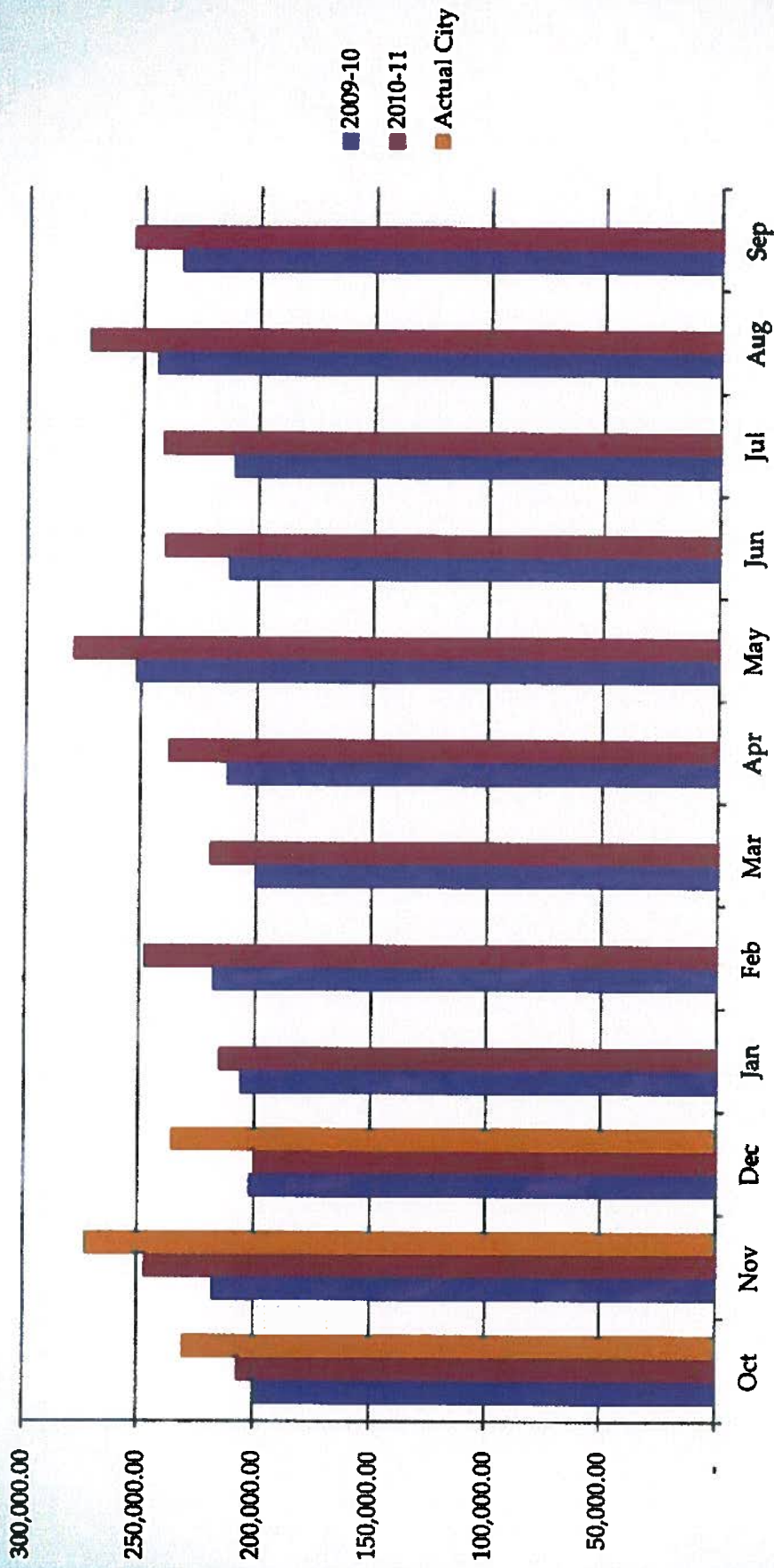
[Signature] on 1/17/2012

1/17/2012 ● 1

Fund Balance

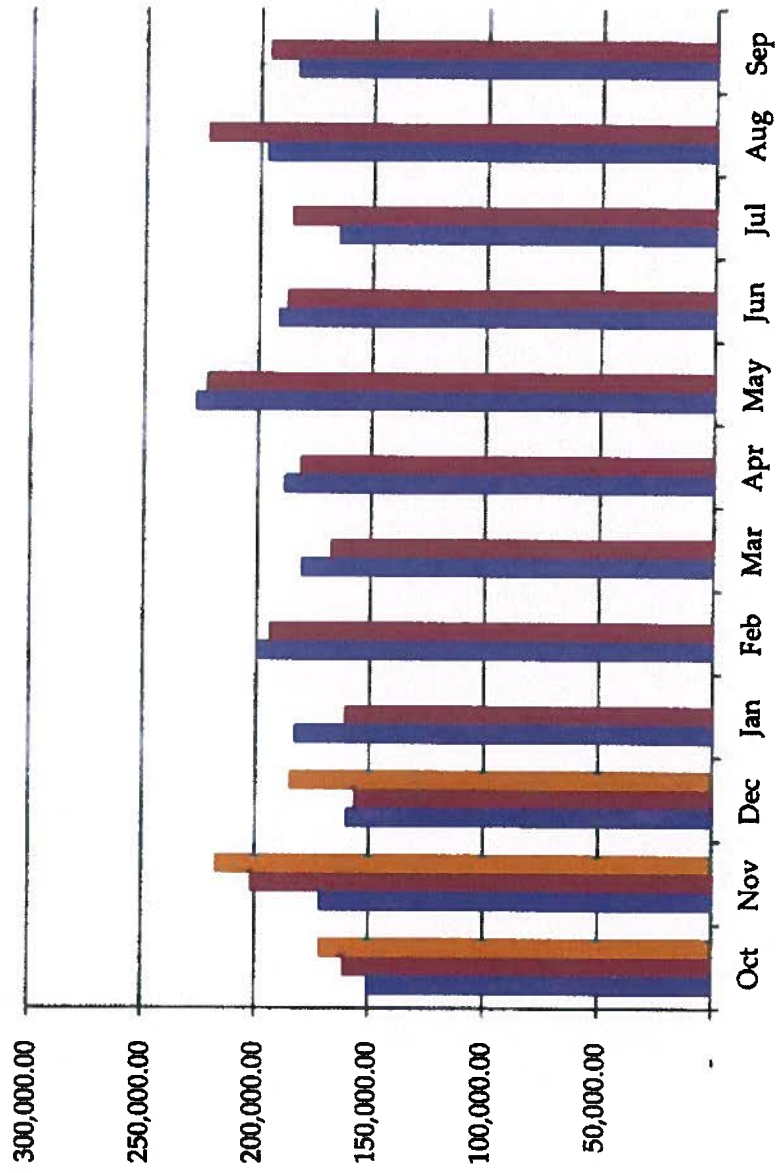


Monthly Finance Report October 2011



City of Windcrest

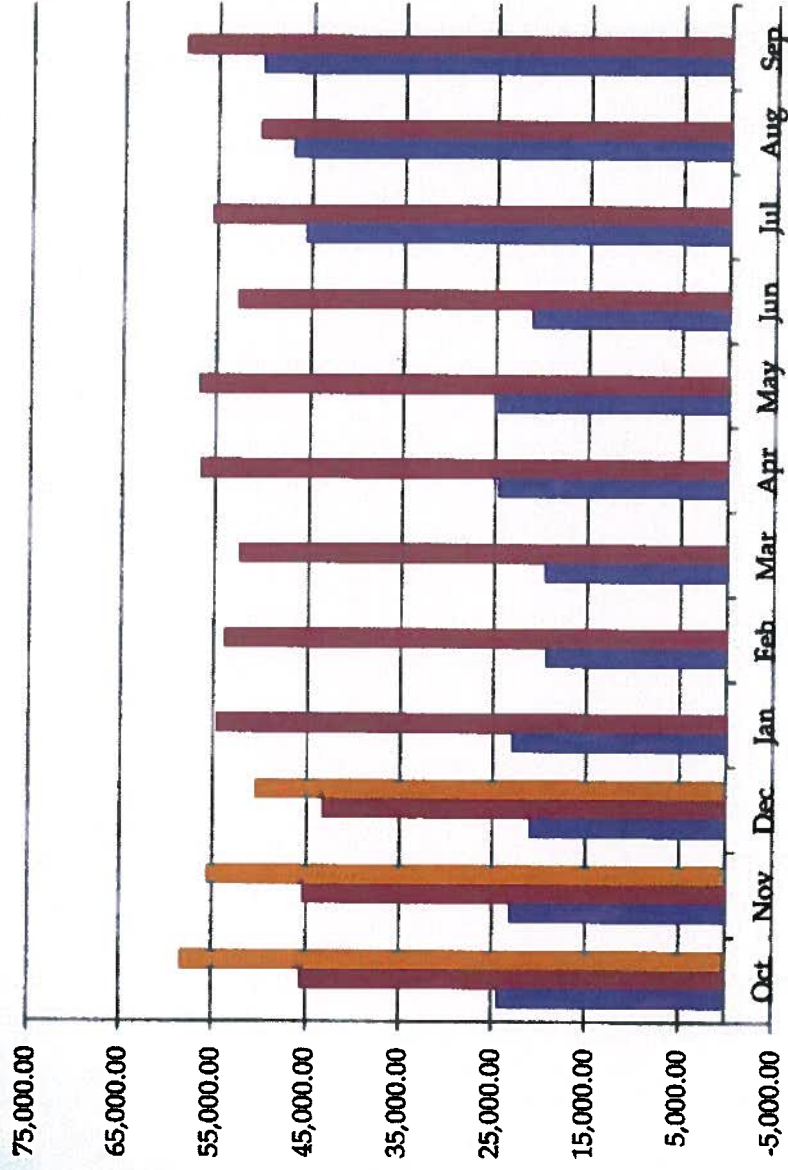
Total Sales Tax



■ 2009-10
■ 2010-11
■ Actual City

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	1,658,030.35	1,135,754.90	4,115,017
Garbage	322,210.01	120,472.89	273,068
Friends to Animal Control	-	-	-
Asset Seizure - Federal	-	-	347
County Fire Contribution	1,756.66	5,354.29	24,772
School Crossing Guard	1,293.48	32.62	39,065
Dare Program	-	-	-
Police Donations	100.06	300.00	4,083
Asset Seizure - State	-	-	18,983
Police Education Training	0.24	-	10,457
Roosevelt Scholarship	0.09	-	4,092
Economic Development Corp	57,541.69	70,512.05	1,810,841
Court Technology	2,158.74	-	19,528
Court Building Security	1,618.97	127.85	11,999
Hotel / Motel Tax	32,710.66	-	101,194
Debt Service	72,334.46	23,295.75	55,708
WCCPD	69,996.49	113,394.85	162,173
Capital Projects - Streets	57,519.43	12,457.57	450,955
Pooled Cash	-	-	1,121,895
Total Available Cash			8,224,172

- Finance Accomplishments
 - ADP Payroll system up and running
 - Approved Budget loaded into INCODE and placed on the web
 - Continuing the processing of Chief of Police Vacancy
- Up and coming
 - Preparing for the Fiscal Year 2010-2011 Audit
 - Working with ADP on job descriptions and personnel manual
 - Drafting updates to the following policies
 - Fiscal Policy
 - Investment Policy
 - Annual Investment Report presented to Council
 - Working on Resolutions for all Current Contracts

December 2011

**Monthly Financial Report (MFR) as of
December 31, 2012**

Table of Contents

Treasurer's Report

Bank Account Summary

Sales Tax Graphs

Total City of Windcrest Sales Tax

City of Windcrest Sales Tax - SA Annexation

Sales tax associated with the SA Annexation

General Fund:

Balance Sheet, Financial Statement Summary and Financial Statement Summary

Garbage Fund:

Balance Sheet, Financial Statement Summary and Financial Statement Summary

Economic Development Corporation:

Balance Sheet, Financial Statement Summary and Financial Statement Summary

Hotel Motel Fund:

Balance Sheet, Financial Statement Summary and Financial Statement Summary

Debt Service Fund:

Balance Sheet, Financial Statement Summary and Financial Statement Summary

Windcrest Crime Control & Prevention District Fund:

Balance Sheet, Financial Statement Summary and Financial Statement Summary

Capital Projects Street Fund:

Balance Sheet, Financial Statement Summary and Financial Statement Summary

Summary of Total Assets in Non-Major Funds:

Asset Seizure Fund - Federal	\$	347
County Fire Contribution	\$	24,772
School Crossing Guard	\$	39,065
DARE	\$	-
Police Donations	\$	4,083
Asset Seizure Fund - State	\$	18,983
Police Education Training Fund	\$	10,457
Roosevelt Scholarship Funds	\$	4,092
Court Technology Fund	\$	19,528
Court Building Security Fund	\$	11,999

Summary of Budget Adjustments to date.

December 31, 2011

Treasurer's Report to Council Members:

The following summary and attached report is the monthly financial report for December 2011. This report covers 25.00% of the current fiscal year. If you would like additional detail to support the report, it is available at the City Manager's office.

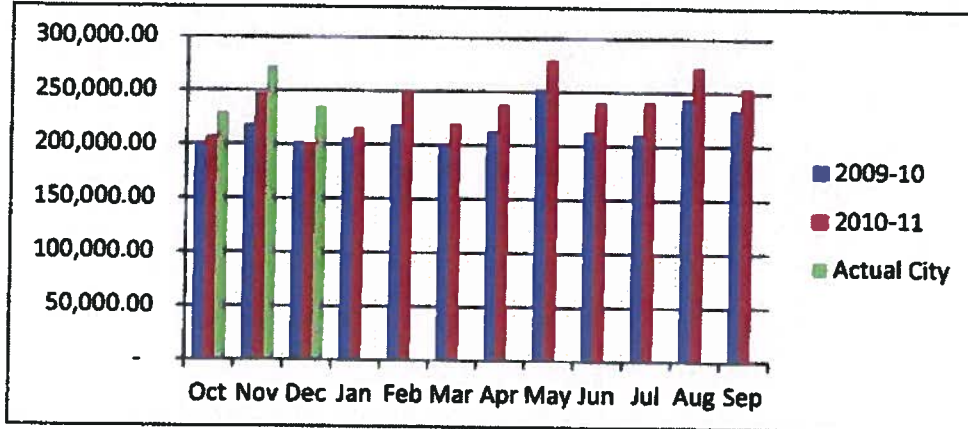
	Current Month	Prior Year	Current Y.T.D.	Prior Y.T.D.	Y.T.D. % to Budget
General Fund:					
Income	\$837,324	\$725,333	\$1,658,030	\$1,628,476	34.39%
Expenditures	304,917	\$362,108	1,135,755	\$991,912	25.84%
Net	<u>\$532,407</u>	<u>\$363,224</u>	<u>\$522,275</u>	<u>\$636,564</u>	
Garbage Fund:					
Income	\$28,690	\$73,728	\$224,680	\$224,680	37.63%
Expenditures	23,952	\$63,246	144,223	\$301,608	14.67%
Net	<u>\$4,739</u>	<u>\$10,482</u>	<u>\$80,457</u>	<u>(\$76,928)</u>	
Debt Service Fund:					
Income	\$ 34,124.03	\$ 129,638	\$ 69,996	\$ 191,104	23.83%
Transfers In	-	-	-	-	
Expenditures	113,395	-	113,395	30,538	26.59%
Net	<u>\$ (79,271)</u>	<u>\$ 129,638</u>	<u>\$ (43,398)</u>	<u>\$ 160,567</u>	
Capital Projects Fund:					
Income	\$26,453	\$28,686	\$57,519	\$80,581	15.64%
Expenditures	-	\$4,762	12,458	\$9,525	5.1900%
Transfers Out	-	\$0	-	\$0	
Net	<u>\$26,452.64</u>	<u>\$23,924</u>	<u>\$45,062</u>	<u>\$71,056</u>	
Total Funds:					
Income	\$926,591	\$957,384	\$2,010,226	\$2,124,841	
Expenditures	\$442,264	\$430,117	\$1,405,830	\$1,333,583	
Transfers In / (Out)	\$ -	\$ -	\$0	\$0	
Net All Funds	<u>\$484,327</u>	<u>\$527,268</u>	<u>\$604,396</u>	<u>\$791,259</u>	
Sales Tax Collections:					
Crime Control District	\$ 34,122	\$ 28,374	\$ 68,743	\$ 62,076	
EDC	\$ 33,663	\$ 28,589	\$ 55,622	\$ 80,526	
General Fund	\$ 134,653	\$ 114,354	\$ 222,487	\$ 412,466	
Ad Valorem Tax Offset	\$ 33,663	\$ 28,589	\$ 55,622	\$ 80,526	
For Street Maintenance	\$ 33,663	\$ 28,589	\$ 55,622	\$ 80,526	
Net Sales Tax	<u>\$ 269,764</u>	<u>\$ 228,496</u>	<u>\$ 458,096</u>	<u>\$ 716,119</u>	
Annexed Area to S.A.	\$ (50,478)	\$ (43,394)	\$ (164,629)	\$ (134,424)	

We recommend that this Treasurer's Report be approved.

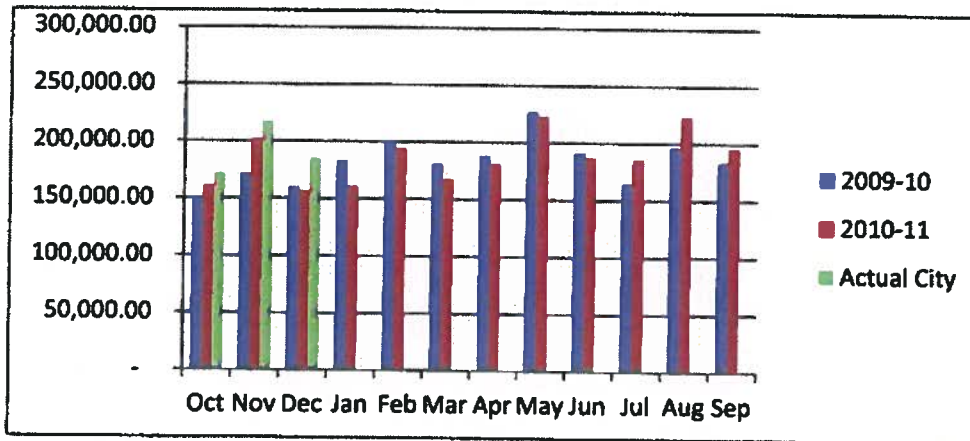
Respectfully Submitted,

Sarah Mangham
Municipal Finance Officer

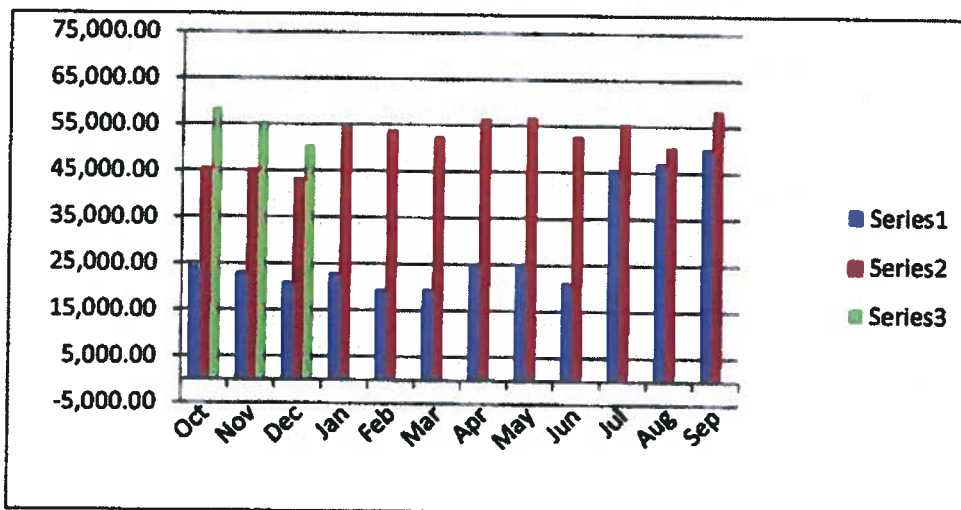
City of Windcrest - Total Sales Tax



City of Windcrest - Sales Tax less SA Annexation



City of Windcrest - Windcrest's portion of SA Annexation



CITY OF WINDCREST FINANCE SUMMARY
For the Period Ending December 31, 2011

	Account	Interest Rate
Frost Bank Accounts:		
Pooled Checking	\$ 1,121,895	0.01%
General Fund Money Market	\$ 1,255,182	0.01%
General Fund Development Escrow	\$ 1,670,107	0.01%
General Fund Certificate of Deposit	\$ 25,000	0.23%
 Garbage Fund Checking	 \$ 225,985	 0.01%
Garbage Fund Money Market	\$ 14,595	0.01%
 Debt Service Fund	 \$ 55,235	 0.01%
 Capital Projects Street Fund	 \$ 224,806	 0.01%
 Hotel/Motel Occupancy Tax Fund	 \$ 101,194	 0.01%
 Windcrest Crime Control & Prevention Dist. Fund	 \$ 162,173	 0.01%
 Economic Development Corporation	 \$ 210,818	 0.01%
 Economic Development Corporation Escrow	 \$ 1,600,018	 0.01%
 Asset Forfeiture/Seizure Savings (Federal)	 \$ 347	 0.01%
 County Fire Contribution Savings	 \$ 13,826	 0.01%
 School Crossing Guard Savings	 \$ 39,065	 0.01%
 Dare Program Fund Savings	 \$ -	 0.01%
 Police Donation Savings	 \$ 4,083	 0.01%
 Asset Forfeiture/Seizure Savings (State)	 \$ 1,625	 0.01%
 Police Education/Training Savings	 \$ 10,457	 0.01%
 Roosevelt Scholarship Fund	 \$ 4,092	 0.01%
 Municipal Court Technology Fund	 \$ 19,528	 0.01%
 Municipal Court Building Security Fund	 \$ 11,999	 0.01%
Total - Frost National Bank	\$ 6,772,031	
INVESTMENTS:		
IBC Bank Escrow CD Account	\$ 202,511	0.60%
Texpool (breakout by fund on following page)	\$ 1,239,114	0.1590%
Texpool for Streets	\$ 10,221	0.1590%
Total TexPool	\$ 1,249,335	
 TOTAL ALL FUNDS	 \$ 8,223,877	

Texpool Breakout by Fund

Fund #	Fund Name	Balance 12/31/2011
1	General Fund	961,916.18
2	Garbage	32,488.11
17	Debt Service	473.46
19	Capital Project Street	215,928.10
13	Economic Dev. Fund	4.54
5	County Fire Contribution	10,946.07
9	Asset Seizure Fund - State	<u>17,357.94</u>
	Total	<u><u>1,239,114.40</u></u>

BALANCE SHEET

AS OF: DECEMBER 31ST, 2011

-GENERAL FUND

COUNT #	ACCOUNT DESCRIPTION	BALANCE
TTS		

-1100	CASH - FROST OPERATING	0.00
-1102	CLAIM ON CASH	753,089.82
-1105	SAVINGS	502,092.47
-1110	PETTY CASH	1,200.00
-1116	INVESTMENT/CERT DEPOSIT	0.00
-1120	CERT. OF DEPOSIT-RESTRICTED	25,000.00
-1125	INVESTMENT/TEXPOOL	961,916.18
-1126	FROST ESCROW	1,670,107.46
-1127	IBC BANK ESCROW	202,510.88
-1201	PREPAID INSURANCE	(1,417.66)
-1205	PREPAID EMS SERVICE	0.00
-1210	PREPAID VOLUNTEER PENSION	3,552.00
-1215	PREPAID MAINTENANCE CONTRACTS	0.00
-1310	DUE FROM GARBAGE FUND	(7,944.04)
-1320	DUE FROM ASSET FORF/SEIZ	0.00
-1325	DUE FROM S C G FUND	0.00
-1330	DUE FROM COUNTY FIRE CONT	16,057.88
-1335	DUE FROM DARE PROGRAM FN	0.00
-1340	DUE FROM POLICE DONATION ACCT	0.00
-1345	DUE FROM ASSET SEIZ/STATE	0.00
-1350	DUE FROM POLICE TRAINING FUND	0.00
-1351	DUE FROM ROOSEVELT SCHOLARSHIP	0.00
-1353	DUE FROM COURT TECH. FUND	(295.21)
-1354	DUE FROM COURT BLDG. SEC. FUND	(5,944.13)
-1355	DUE FROM EDC	(35,963.88)
-1356	DUE FROM HOTEL/MOTEL TAX FUND	0.00
-1357	DUE FROM TX TAX NOTES 2002 FUN	16,400.27
-1380	DUE FROM WCCPD	15,887.97
-1381	DUE FROM TX TAX NOTES 2005	51,353.32
-1501	A/R-ADVA LOREM TAXES	32,617.23
-1505	ALLOW FOR DOUBTFUL ACCTS	(8,727.40)
-1510	A/R-SALES TAX	132,026.26
-1515	A/R-LIQUOR TAX	4,403.37
-1562	A/R - GRANT FUNDS	6,094.78
-1601	A/R-MISC FEES	1,992.88
-1605	A/R-FRANCHISE	21,478.20
-1608	A/R - UNAPPLIED CREDITS	0.00
-1620	A/R-WATER DISTRICT #10	0.00
-1635	A/R-MISC. II	0.00

4,357,488.65

TOTAL ASSETS

4,357,488.65

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BALANCE SHEET

AS OF: DECEMBER 31ST, 2011

-GENERAL FUND

OUNT #	ACCOUNT DESCRIPTION	BALANCE
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 ILITIES

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-2200	WAGES PAYABLE	(7,446.00)
-2205	FED WITHHOLDING	1,108.65
-2210	FICA PAYABLE - EMPLOYER	487.86
-2215	FICA PAYABLE - EMPLOYEE	0.00
-2220	MEDICARE PAYABLE EMPLOYER	113.52
-2225	MEDICARE PAYABLE EMPLOYEE	0.00
-2230	TMRS PAYABLE	31,919.55
-2235	TWC TAXES PAYABLE	0.00
-2240	TRUSTEE PAYABLE	2,087.62
-2242	SEC 457B DEF.COMP. PAYABLE	4,225.71
-2245	LIFE INSURANCE PAYABLE	(787.41)
-2250	SUPPLEMENTAL INSURANCE	(7,169.94)
-2251	DEPENDENT DENTAL INSURANCE	499.05
-2252	DEPENDENT VISION INSURANCE	171.73
-2255	DEP HLTH/OPT LIFE PAYABLE	10,217.12
-2256	A/P FSA Med Ded	1,615.30
-2257	A/P FSA DEP DED	0.00
-2258	DUE TO EWALD TRACTOR	0.00
-2259	A/P MISC DED	144.94
-2310	DUE TO GARBAGE FUND	0.00
-2320	DUE TO ASSET FORF/SEIZ FN	0.00
-2325	DUE TO S.C.G. FUND	0.00
-2330	DUE TO COUNTY FIRE CONTRI	0.00
-2335	DUE TO DARE PROGRAM FUND	0.00
-2340	DUE TO POLICE DONATION FUND	0.00
-2345	DUE TO ASSET SEIZURE/STAT	0.00
-2350	DUE TO POLICE TRAINING FUND	0.00
-2351	DUE TO ROOSEVELT SCHOLARSHIP	0.00
-2353	DUE TO COURT TECHNOLOGY FUND	0.00
-2354	DUE TO COURT BLDG SECURITY FUN	0.00
-2355	DUE TO EDC FUND	0.00
-2356	DUE TO HOTEL/MOTEL TAX FUND	0.00
-2357	DUE TO TEXAS TAX NOTE FUND	0.00
-2358	DUE TO WCC&PD FUND	0.00
-2400	A/P PENDING	80,637.69
-2401	A/P-GENERAL FUND	43,225.43
-2402	A/P-COMP TO VICTIMS (CVC)	15.00
-2403	A/P-REHABILITATION(CR)	0.00
-2404	A/P-CRIMINAL JUSTICE (CJP)	(43,225.63)
-2405	A/P-PERSONNEL TRAIN(JCPT)	2.00
-2406	A/P-MANAGEMENT (LEMI)	0.00
-2407	A/P-OFFICIERS ADM(LEOA)	0.00
-2408	A/P-GENERAL REVENUE (GR)	0.00
-2409	A/P-LIAB INS (OCL)	0.00
-2410	A/P-SALES TAX	(29,436.39)
-2411	BOND ESCROW	4,918.00
-2412	A/P-CONTINUING ED(LEOCE)	0.00
-2413	A/P TIME PAYMENT	499.00

BALANCE SHEET

AS OF: DECEMBER 31ST, 2011

-GENERAL FUND

OUNT #	ACCOUNT DESCRIPTION	BALANCE
-2414	A/P MUN. BLDG. SECURITY (MCBS)	0.00
-2415	A/P FUGITIVE APPREHENSION (FA)	5.00
-2416	A/P CONSOLIDATED CRT COST (CCC)	22,495.69
-2417	A/P JUVENILE CRIME (JCD)	0.50
-2418	A/P FTA FEE (FTA)	9,751.43
-2420	DEPOSITS-CONTRACTORS	3,717.00
-2421	A/P-RESTITUTION	0.00
-2422	DEPOSITS-VEHICLE STORAGE	4,611.08
-2423	AP-CHILD SAFETY SEAT & BELT	376.96
-2424	A/P CORRECTIONAL MGMT (CMI)	0.50
-2425	DEPOSITS-CIVIC CENTER	(5,820.00)
-2426	A/P INDIGENT DEFENSE FEE	1,100.88
-2427	DEPOSITS - TACO CABANA	25,000.00
-2428	A/P - MUNI SVC BUREAU	347.92
-2429	A/P - STATE TRAFFIC FEES	9,676.69
-2430	BOND REFUNDS	(688.00)
-2431	A/P - STATE JURY FEE (SJRF)	2,233.47
-2432	A/P - EXPUNCTION FEE (EXPUNG)	0.00
-2433	A/P-RESTITUT FEE-STATE (RSTS)	0.00
-2434	A/P-JUDICIAL FEE-STATE (JFCT)	2,999.44
-2436	A/P-LINEBARGER COURT COLLECTIO	4,394.03
-2437	A/P-CIVIL JUSTICE FINE (CJFS)	28.00
-2440	FROST BANK ESCROW FUNDS	1,625,927.98
-2470	ACCRUED COMPENSATED ABSENCES	0.00
-2475	ENCUMBRANCES	700.66
-2476	RESERVE FOR ENCUMBRANCES	(700.66)
-2477	PRIOR YEAR ENCUMBRANCES	3.00
-2478	RESERVE PRIOR YEAR ENCUMBRANCE	(3.00)
-2501	DEFERRED REVENUE-TAXES	34,260.09
-2502	DEFERRED REVENUE - OTHER	0.00
	TOTAL LIABILITIES	1,834,241.46
ITY		
-3201	FUND BALANCE	1,207,451.43
-3202	FUND BALANCE-RESTRICTED	0.00
-3205	FOR ECONOMIC IMPACT	175,000.00
-3207	FOR CASHFLOW	175,000.00
-3209	FOR EMERGENCY CONTINGENCY	35,000.00
-3213	FOR STREET MAINTENANCE	300,000.00
-3214	FOR STREET SWEEPER	111,559.00
	TOTAL BEGINNING EQUITY	2,004,010.43
	TOTAL REVENUE	1,658,030.35
	TOTAL EXPENSES	1,138,793.59
	TOTAL INCREASE/(DECREASE) IN FUND BAL.	519,236.76
	TOTAL EQUITY & FUND BALANCE	2,523,247.19
	TOTAL LIABILITIES, EQUITY & FUND BALANCE	4,357,488.65

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2011

-GENERAL FUND

% OF YEAR COMPLETED: 25.00

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY								
LOCAL REVENUES	4,821,749	4,821,749	837,324.10	1,658,030.35	1,628,476.07	0.00	34.39	3,163,718.65
ALL REVENUES	4,821,749	4,821,749	837,324.10	1,658,030.35	1,628,476.07	0.00	34.39	3,163,718.65
EXPENDITURE SUMMARY								
ADMINISTRATION								
SALARIES & BENEFITS	139,247	139,247	6,950.24	26,043.00	33,487.01	0.00	18.70	113,204.00
OTHER EXPENSES	10,250	10,250	70.00	1,790.97	968.41	0.00	17.47	8,459.03
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 01-ADMINISTRATION	149,497	149,497	7,020.24	27,833.97	34,455.42	0.00	18.62	121,663.03
POLICE DEPARTMENT								
SALARIES & BENEFITS	1,292,027	1,292,027	95,306.34	270,011.33	231,576.85	0.00	20.90	1,022,015.67
OTHER EXPENSES	90,050	90,050	5,439.74	14,760.79	3,517.30	0.00	16.39	75,289.21
CAPITAL EXPENSES	63,750	63,750	0.00	3,068.50	0.00	0.00	4.81	60,681.50
TOTAL 02-POLICE DEPARTMENT	1,445,827	1,445,827	100,746.08	287,840.62	235,094.15	0.00	19.91	1,157,986.38
FIRE DEPARTMENT								
SALARIES & BENEFITS	99,254	99,254	9,315.86	30,092.50	18,726.50	0.00	30.32	69,161.50
OTHER EXPENSES	99,116	99,116	5,471.72	15,496.19	5,765.82	0.00	15.63	83,619.81
CAPITAL EXPENSES	0	0	1,760.00	19,349.00	0.00	0.00	0.00	(19,349.00)
TOTAL 03-FIRE DEPARTMENT	198,370	198,370	16,547.58	64,937.69	24,492.32	0.00	32.74	133,432.31
SPECIAL SERVICES								
SALARIES & BENEFITS	74,457	74,457	353.36	1,138.08	38.19	0.00	1.53	73,318.92
OTHER EXPENSES	100,150	100,150	14,398.03	36,545.59	7,917.55	0.00	36.49	63,604.41
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 04-SPECIAL SERVICES	174,607	174,607	14,751.39	37,683.67	7,955.74	0.00	21.58	136,923.33
PARKS & RECREATION								
SALARIES & BENEFITS	0	0	0.00	0.00	1,973.36	0.00	0.00	0.00
OTHER EXPENSES	58,000	58,000	11,202.53	21,640.02	19,686.13	0.00	37.31	36,359.98
CAPITAL EXPENSES	22,140	22,140	0.00	799.98	56,268.96	0.00	3.61	21,340.02
TOTAL 06-PARKS & RECREATION	80,140	80,140	11,202.53	22,440.00	77,928.45	0.00	28.00	57,700.00
FLEET MECHANIC								
SALARIES & BENEFITS	44,104	44,104	3,891.24	8,597.60	8,025.68	0.00	19.49	35,506.40
OTHER EXPENSES	92,850	92,850	6,049.00	34,971.62	152,854.66	0.00	37.66	57,878.38
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 07-FLEET MECHANIC	136,954	136,954	9,940.24	43,569.22	160,880.34	0.00	31.81	93,384.78

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)

PAGE: 5

AS OF: DECEMBER 31ST, 2011

-GENERAL FUND

ANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
COURT								
ALARIES & BENEFITS	165,304	165,304	16,948.72	46,300.32	29,198.52	0.00	28.01	119,003.68
OTHER EXPENSES	49,169	49,169	4.29	2,689.76	5,939.91	0.00	5.47	46,479.24
CAPITAL EXPENSES	5,000	5,000	0.00	0.00	0.00	0.00	0.00	5,000.00
TOTAL 08-COURT	219,473	219,473	16,953.01	48,990.08	35,138.43	0.00	22.32	170,482.92
FACILITY DIVISION								
OTHER EXPENSES	74,000	74,000	7,012.01	19,898.26	19,077.11	0.00	26.89	54,101.74
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 10-FACILITY DIVISION	74,000	74,000	7,012.01	19,898.26	19,077.11	0.00	26.89	54,101.74
CIVIC CENTER								
ALARIES & BENEFITS	86,047	86,047	10,735.00	28,464.45	9,707.42	0.00	33.08	57,582.55
OTHER EXPENSES	20,750	20,750	3,558.61	5,764.14	9,005.43	0.00	27.78	14,985.86
CAPITAL EXPENSES	100,000	100,000	0.00	0.00	0.00	0.00	0.00	100,000.00
TOTAL 11-CIVIC CENTER	206,797	206,797	14,293.61	34,228.59	18,712.85	0.00	16.55	172,568.41
CONTRACT SERVICES								
OTHER EXPENSES	360,140	360,140	15,210.97	204,083.79	76,921.62	0.00	56.67	156,056.21
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 14-CONTRACT SERVICES	360,140	360,140	15,210.97	204,083.79	76,921.62	0.00	56.67	156,056.21
EMER.MGMT/TECH SUPPOR								
ALARIES & BENEFITS	0	0	0.00	0.00	19,763.33	0.00	0.00	0.00
OTHER EXPENSES	200,609	200,609	9,557.10	38,452.46	30,464.91	0.00	19.17	162,156.54
CAPITAL EXPENSES	40,000	40,000	0.00	38,099.00	0.00	0.00	95.25	1,901.00
TOTAL 15-EMER.MGMT/TECH SUPPOR	240,609	240,609	9,557.10	76,551.46	50,228.24	0.00	31.82	164,057.54
PUBLIC WORKS								
ALARIES & BENEFITS	438,522	438,522	23,249.47	99,858.77	90,197.66	0.00	22.77	338,663.23
OTHER EXPENSES	104,900	104,900	13,859.51	29,928.03	11,797.13	0.00	28.53	74,971.97
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 16-PUBLIC WORKS	543,422	543,422	37,108.98	129,786.80	101,994.79	0.00	23.88	413,635.20
ANIMAL CONTROL								
ALARIES & BENEFITS	60,803	60,803	4,771.71	14,886.66	8,089.05	0.00	24.48	45,916.34
OTHER EXPENSES	9,200	9,200	407.00	2,615.90	1,364.98	0.00	28.43	6,584.10
CAPITAL EXPENSES	5,000	5,000	0.00	0.00	0.00	0.00	0.00	5,000.00
TOTAL 17-ANIMAL CONTROL	75,003	75,003	5,178.71	17,502.56	9,454.03	0.00	23.34	57,500.44
WCCPD								
ALARIES & BENEFITS	0	0	0.00	0.00	40,713.37	0.00	0.00	0.00
TOTAL 18-WCCPD	0	0	0.00	0.00	40,713.37	0.00	0.00	0.00
INSPECTIONS								
ALARIES & BENEFITS	45,209	45,209	3,393.48	9,359.89	24,783.15	0.00	20.70	35,849.11
OTHER EXPENSES	38,474	38,474	3,494.92	11,864.51	330.94	0.00	30.84	26,609.49
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 19-INSPECTIONS	83,683	83,683	6,888.40	21,224.40	25,114.09	0.00	25.36	62,458.60

CITY OF WINCREST
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-GENERAL FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
FINANCE								
SALARIES & BENEFITS	100,462	100,462	7,783.85	21,903.15	44,858.48	0.00	21.80	78,558.85
OTHER EXPENSES	94,630	94,630	9,722.38	22,416.43	1,149.24	0.00	23.69	72,213.57
CAPITAL EXPENSES	600	600	0.00	0.00	0.00	0.00	0.00	600.00
TOTAL 20-FINANCE	195,692	195,692	17,506.23	44,319.58	46,007.72	0.00	22.65	151,372.42
ECONOMIC DEVELOPMENT (E)								
SALARIES & BENEFITS	0	0	0.00	0.00	13,617.69	0.00	0.00	0.00
OTHER EXPENSES	0	0	0.00	0.00	721.97	0.00	0.00	0.00
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	0.00	14,339.66	0.00	0.00	0.00
CITY MANAGEMENT								
SALARIES & BENEFITS	116,806	116,806	9,514.79	25,547.49	2,634.06	0.00	21.87	91,258.51
OTHER EXPENSES	14,140	14,140	110.78	11,451.31	4,010.25	0.00	80.99	2,688.69
TOTAL 25-CITY MANAGEMENT	130,946	130,946	9,625.57	36,998.80	6,644.31	0.00	28.26	93,947.20
POST OFFICE								
SALARIES & BENEFITS	12,258	12,258	864.47	2,765.85	5,406.97	0.00	22.56	9,492.15
OTHER EXPENSES	11,700	11,700	859.90	1,906.74	1,352.63	0.00	16.30	9,793.26
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 27-POST OFFICE	23,958	23,958	1,724.37	4,672.59	6,759.60	0.00	19.50	19,285.41
HUMAN RESOURCES								
OTHER EXPENSES	55,700	55,700	3,650.37	13,192.82	0.00	0.00	23.69	42,507.18
TOTAL 28-HUMAN RESOURCES	55,700	55,700	3,650.37	13,192.82	0.00	0.00	23.69	42,507.18
MERIT INCREASES								
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
GENERAL EXPENDITURES								
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								
TOTAL EXPENDITURES	4,394,818	4,394,818	304,917.39	1,135,754.90	991,912.24	0.00	25.84	3,259,063.10
REVENUE OVER/(UNDER) EXPENDITURES								
REVENUE OVER/(UNDER) EXPENDITURES	426,931	426,931	532,406.71	522,275.45	636,563.83	0.00	122.33 (	95,344.45)

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-GENERAL FUND

% OF YEAR COMPLETED: 25.00

ENUES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
-4101 ADVALOREM TAX CURRENT	1,542,055	1,542,055	510,381.18	788,090.56	738,568.17	0.00	51.11	753,964.44
-4105 ADVALOREM TAX DELINQUENT	0	0	0.00	0.00	780.86	0.00	0.00	0.00
-4110 ADVALOREM TAX PEN & INT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-4115 SALES TAX	1,471,428	1,471,428	105,808.73	230,069.53	325,719.52	0.00	15.64	1,241,358.47
-4116 SALES TX-AD VALOREM TX OFFSET	367,857	367,857	26,452.19	57,517.40	80,525.53	0.00	15.64	310,339.60
-4117 SALES TAX FOR STREET MAINT.	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-4118 HOTEL OCC. TAX FUND TRANSER	232,180	232,180	58,045.00	58,045.00	7,000.00	0.00	25.00	174,135.00
-4120 MIXED BEVERAGE GROSS RECEIPTS	18,730	18,730	0.00	4,070.14	4,422.27	0.00	21.73	14,659.86
-4201 CPS ENERGY FRANCHISE FEES	262,000	262,000	0.00	80,121.88	75,283.75	0.00	30.58	181,878.12
-4205 AT&T TELECOM FRANCHISE FEES	41,705	41,705	0.00	11,217.03	11,343.45	0.00	26.90	30,487.97
-4210 TIME WARNER CABLE & TEL FEES	95,000	95,000	6,250.00	33,952.20	22,155.10	0.00	35.74	61,047.80
-4215 OTHER TELECOM FEES	18,831	18,831	495.72	3,447.54	8,356.71	0.00	18.31	15,383.46
-4230 FRANCHISE FEES -WATER	1,563	1,563	0.00	551.51	142.59	0.00	35.29	1,011.49
-4301 INTEREST	3,300	3,300	16.50	131.67	854.15	0.00	3.99	3,168.33
-4310 COURT FINES	300,000	300,000	24,553.43	69,494.24	65,206.55	0.00	23.16	230,505.76
-4352 WINDFEST	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-4354 FOREST OF ANGELS MEMORIAL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-4355 LITTLE LEAGUE FEES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-4357 CRAPE MYRTLE DONATIONS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-4401 SWIMMING POOL FEES	26,200	26,200	0.00	0.00	0.00	0.00	0.00	26,200.00
-4408 CONTRACTOR ANNUAL REGISTRATION	3,850	3,850	200.00	720.00	895.00	0.00	18.70	3,130.00
-4409 BUILDING PERMIT FEES	74,000	74,000	6,075.60	12,068.45	38,587.20	0.00	16.31	61,931.55
-4410 FOOD PERMIT FEES	15,000	15,000	225.00	525.00	1,641.49	0.00	3.50	14,475.00
-4420 LIQUOR LICENSE FEES	1,200	1,200	0.00	0.00	0.00	0.00	0.00	1,200.00
-4425 VEHICLE STORAGE FEES	21,248	21,248	0.00	272.24	1,353.00	0.00	1.28	21,520.24
-4430 CIVIC CENTER FEES	22,950	22,950	945.00	3,700.00	4,085.00	0.00	16.12	19,250.00
-4435 DOG TAG & IMPOUNDMENT FEES	1,000	1,000	55.00	165.00	160.00	0.00	16.50	835.00
-4440 MISCELLANEOUS FEES	7,700	7,700	2,389.43	3,207.63	1,418.60	0.00	41.66	4,492.37
-4441 ALARM & PERMIT FEES	10,000	10,000	0.00	0.00	850.00	0.00	0.00	10,000.00
-4442 PLATTING/ZONING/VAR FEES	6,000	6,000	0.00	0.00	500.00	0.00	0.00	6,000.00
-4444 FOOD HANDLER TRAINING FEES	5,000	5,000	216.00	1,315.00	1,161.00	0.00	26.30	3,685.00
-4450 POST OFFICE SUBSIDY	25,000	25,000	2,083.33	6,249.99	6,249.99	0.00	25.00	18,750.01
-4451 EDC REIMBURSEMENT	0	0	0.00	0.00	13,388.73	0.00	0.00	0.00
-4455 WCCPD REIMBURSEMENT	0	0	0.00	0.00	36,706.46	0.00	0.00	0.00
-4460 MISCELLANEOUS INCOME	48,452	48,452	19,381.99	219,892.82	21,925.46	0.00	453.84	171,440.82
-4470 LEASE OF LAND	50,000	50,000	50,000.00	50,000.00	50,000.00	0.00	100.00	0.00
-4475 INCOME - BAD DEBT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-4500 COURT TECHNOLOGY TRANS IN	22,500	22,500	0.00	0.00	0.00	0.00	0.00	22,500.00
-4501 GARBAGE FUND ADMIN TRANSFER	95,000	95,000	23,750.00	23,750.00	109,195.49	0.00	25.00	71,250.00
-4502 FIRE TRUCK REIMBURSEMENT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-4503 LASERFICHE RECORD SYS TRANSFER	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-4504 COURT SECURITY FUND TRANSFER	10,000	10,000	0.00	0.00	0.00	0.00	0.00	10,000.00
-4507 GRANT PROCEEDS CJD	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-4508 GRANT PROCEEDS - AACOG	22,000	22,000	0.00	0.00	0.00	0.00	0.00	22,000.00
-4509 GRANT PROCEEDS-TP&W	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-4510 GRANT PROCEEDS-TCFP	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-4511 GRANT PROCEEDS-DOJ	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-4512 GRANT PROCEEDS - TXDOT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-4900 PROCEEDS FROM CAPITAL LEASE	0	0	0.00	0.00	0.00	0.00	0.00	0.00

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-GENERAL FUND

% OF YEAR COMPLETED: 25.00

ENUES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
AL REVENUES	4,821,749	4,821,749	837,324.10	1,658,030.35	1,628,476.07	0.00	34.39	3,163,718.65

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	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
ADMINISTRATION								
SALARIES & BENEFITS								
-501-010 ADMIN. SALARIES	103,261	103,261	6,851.63	15,576.65	20,189.57	0.00	15.08	87,684.35
-501-011 ADMIN.LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-501-014 STIPEND	1,500	1,500	0.00	1,346.62	0.00	0.00	89.77	153.38
-501-015 ADMIN INCENTIVE PAY-BILINGUA	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-501-018 ADMIN.EDUCATION PAY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-501-020 ADMIN. OVERTIME	600	600	16.55	49.23	221.70	0.00	8.21	550.77
-501-030 SOCIAL SECURITY	8,061	8,061	519.54	1,484.78	1,458.85	0.00	18.42	6,576.22
-501-040 HEALTH INSURANCE	16,047	16,047	1,075.08	4,141.57	4,891.25	0.00	25.81	11,905.43
-501-045 INSURANCE - BCWID	0	0	2,714.50	0.00	4,997.27	0.00	0.00	0.00
-501-050 RETIREMENT	8,766	8,766	1,201.94	2,989.80	1,632.88	0.00	34.11	5,776.20
-501-060 WORKERS' COMPENSATION	472	472	0.00	454.35	95.49	0.00	96.26	17.65
-501-070 UNEMPLOYMENT COMPENSATION	540	540	0.00	0.00	0.00	0.00	0.00	540.00
-501-095 TERMINATION PAY-OUT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	139,247	139,247	6,950.24	26,043.00	33,487.01	0.00	18.70	113,204.00
OTHER EXPENSES								
-501-130 BONDS & TRAINING	4,000	4,000	0.00	0.00	505.11	0.00	0.00	4,000.00
-501-420 OFFICE SUPPLIES	3,000	3,000	70.00	708.07	365.30	0.00	23.60	2,291.93
-501-431 EMPLOYEE APPRECIATION LUNCHE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-501-600 OFFICE EQUIPMENT & MAINT	1,000	1,000	0.00	0.00	0.00	0.00	0.00	1,000.00
-501-650 VEHICLE EXPENSE	750	750	0.00	0.00	98.00	0.00	0.00	750.00
-501-700 CONTINGENCIES	1,500	1,500	0.00	1,082.90	0.00	0.00	72.19	417.10
TOTAL OTHER EXPENSES	10,250	10,250	70.00	1,790.97	968.41	0.00	17.47	8,459.03
CAPITAL EXPENSES								
-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	149,497	149,497	7,020.24	27,833.97	34,455.42	0.00	18.62	121,663.03
POLICE DEPARTMENT								
SALARIES & BENEFITS								
-502-010 POLICE SALARIES	717,297	717,297	47,685.57	113,371.37	139,682.96	0.00	15.81	603,925.63
-502-011 POLICE LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-502-012 CIVILIAN SALARIES	197,712	197,712	13,521.46	33,408.75	35,051.77	0.00	16.90	164,303.25
-502-013 CIVILIAN LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-502-014 POLICE SPECIAL ASSIGNMENT SA	1,800	1,800	46.16	117.13	386.13	0.00	6.51	1,682.87
-502-015 POL INCENTIVE PAY-BILING & S	2,400	2,400	230.80	600.08	822.57	0.00	25.00	1,799.92
-502-016 CIV.INCENTIVE PAY-BILING & S	0	0	288.24	666.94	143.40	0.00	0.00	666.94
-502-017 POLICE SALARIES-CERTIFICATIO	13,200	13,200	330.91	954.44	2,236.29	0.00	7.23	12,245.56
-502-018 POLICE EDUCATION PAY	4,200	4,200	138.48	346.20	481.38	0.00	8.24	3,853.80

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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
-502-019 POLICE TUITION REIMBURSEMENT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-502-020 POLICE OVERTIME	8,000	8,000	2,509.03	5,672.27	337.08	0.00	70.90	2,327.73
-502-021 7K HOURS	13,000	13,000	1,661.43	4,307.02	2,305.20	0.00	33.13	8,692.98
-502-022 CIVILIAN OVERTIME	5,000	5,000	723.31	1,510.55	716.32	0.00	30.21	3,489.45
-502-023 POL INCENTIVE PAY - SDP	1,200	1,200	0.00	0.00	0.00	0.00	0.00	1,200.00
-502-025 STIPEND (CIVILIAN & POLICE)	11,000	11,000	0.00	10,091.70	0.00	0.00	91.74	908.30
-502-030 SOCIAL SECURITY	57,521	57,521	4,140.04	12,570.36	13,197.82	0.00	21.85	44,950.64
-502-030CSOCIAL SECURITY CIVILIAN	15,921	15,921	1,089.82	2,864.61	0.00	0.00	17.99	13,056.39
-502-040 HEALTH INSURANCE	116,451	116,451	7,678.91	19,409.54	14,680.50	0.00	16.67	97,041.46
-502-050 RETIREMENT	62,785	62,785	10,784.98	28,151.41	14,660.69	0.00	44.84	34,633.59
-502-050CRETIREMENT CIVILIAN	17,312	17,312	1,294.77	3,142.77	0.00	0.00	18.15	14,169.23
-502-060 WORKERS' COMPENSATION	44,258	44,258	0.00	28,127.22	6,874.74	0.00	63.55	16,130.78
-502-070 UNEMPLOYMENT COMPENSATION	2,970	2,970	0.00	0.00	0.00	0.00	0.00	2,970.00
-502-095 TERMINATION PAY-OUT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-502-096 EXEMPT VACATION PAY-OUT	0	0	3,182.43	4,698.97	0.00	0.00	0.00	(4,698.97)
TOTAL SALARIES & BENEFITS	1,292,027	1,292,027	95,306.34	270,011.33	231,576.85	0.00	20.90	1,022,015.67
OTHER EXPENSES								
-502-130 BONDS & TRAINING	4,000	4,000	339.60	878.20	575.00	0.00	21.96	3,121.80
-502-140 EMPLOYMENT SCREENING	0	0	355.00	1,473.00	0.00	0.00	0.00	(1,473.00)
-502-420 OFFICE SUPPLIES	4,500	4,500	0.00	507.09	603.94	0.00	11.27	3,992.91
-502-430 MISCELLANEOUS SUPPLIES	6,000	6,000	98.13	471.89	166.31	0.00	7.86	5,528.11
-502-431 EMPLOYEE APPRECIATION LUNCHE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-502-450 LAB FEES/CRIME SCENE SUPP	8,500	8,500	57.00	1,549.00	604.10	0.00	18.22	6,951.00
-502-480 UNIFORM ALLOWANCE	7,000	7,000	1,286.81	3,362.64	1,245.57	0.00	48.04	3,637.36
-502-520 BICYCLE PARTS & MAINTENANCE	1,000	1,000	0.00	0.00	322.38	0.00	0.00	1,000.00
-502-540 VEHICLE FUEL	55,050	55,050	3,178.20	6,393.97	0.00	0.00	11.61	48,656.03
-502-550 PRISONER EXPENSE	3,000	3,000	0.00	0.00	0.00	0.00	0.00	3,000.00
-502-700 CONTINGENCIES	1,000	1,000	125.00	125.00	0.00	0.00	12.50	875.00
TOTAL OTHER EXPENSES	90,050	90,050	5,439.74	14,760.79	3,517.30	0.00	16.39	75,289.21
CAPITAL EXPENSES								
-502-800 CAPITAL EXPENDITURES	63,750	63,750	0.00	3,068.50	0.00	0.00	4.81	60,681.50
TOTAL CAPITAL EXPENSES	63,750	63,750	0.00	3,068.50	0.00	0.00	4.81	60,681.50
TOTAL 02-POLICE DEPARTMENT	1,445,827	1,445,827	100,746.08	287,840.62	235,094.15	0.00	19.91	1,157,986.38

FIRE DEPARTMENT

SALARIES & BENEFITS

-503-010 FIRE DEPT. SALARIES	59,966	59,966	4,832.87	11,712.08	13,038.82	0.00	19.53	48,253.92
-503-011 FIRE DEPT. LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-503-012 STIPEND	750	750	0.00	1,309.82	0.00	0.00	174.64	(559.82)
-503-015 FIRE INCENTIVE PAY-BILINGUAL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-503-020 FIRE OVERTIME	500	500	0.00	0.00	45.87	0.00	0.00	500.00
-503-030 SOCIAL SECURITY	4,684	4,684	364.25	1,129.24	1,033.37	0.00	24.11	3,554.76
-503-040 HEALTH INSURANCE	5,169	5,169	3,722.56	9,406.32	70.12	0.00	181.98	(4,237.32)
-503-050 RETIREMENT	2,558	2,558	396.18	1,142.14	397.14	0.00	44.65	1,415.86

-GENERAL FUND

3/4 OF YEAR COMPLETED: 25.00

	ORIGINAL	AMENDED	CURRENT	YEAR TO DATE	PRIOR YEAR	TOTAL	% OF	BUDGET
ARTMENTAL EXPENDITURES	BUDGET	BUDGET	PERIOD	BALANCE	YTD BALANCE	ENCUMBERED	BUDGET	BALANCE
-503-060 WORKERS' COMPENSATION	3,222	3,222	0.00	1,936.90	630.18	0.00	60.11	1,285.10
-503-070 UNEMPLOYMENT COMPENSATION	405	405	0.00	0.00	0.00	0.00	0.00	405.00
-503-080 VOLUNTEER PENSION FUND	22,000	22,000	0.00	3,456.00	2,944.00	0.00	15.71	18,544.00
-503-095 TERMINATION PAY-OUT	0	0	0.00	0.00	567.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	99,254	99,254	9,315.86	30,092.50	18,726.50	0.00	30.32	69,161.50
ER EXPENSES								
-503-130 TRAINING	4,850	4,850	500.00	500.00	522.33	0.00	10.31	4,350.00
-503-140 EMPLOYMENT SCREENING	0	0	527.00	1,122.50	0.00	0.00	0.00 (	1,122.50)
-503-150 HAZMAT PROGRAM	1,000	1,000	0.00	0.00	0.00	0.00	0.00	1,000.00
-503-215 MOBILE PHONES CONTRACT	4,256	4,256	0.00	0.00	0.00	0.00	0.00	4,256.00
-503-220 MOBILE PHONES MAINTENANCE	280	280	0.00	0.00	0.00	0.00	0.00	280.00
-503-221 MOBILE DATA TERMINAL SERVICE	5,500	5,500	380.30	1,140.48	0.00	0.00	20.74	4,359.52
-503-223 PAGER CONTRACT	1,840	1,840	0.00	0.00	0.00	0.00	0.00	1,840.00
-503-224 PAGER MAINTENANCE	116	116	0.00	0.00	0.00	0.00	0.00	116.00
-503-226 PAGER MAINTENANCE - FIRE	1,000	1,000	0.00	0.00	0.00	0.00	0.00	1,000.00
-503-227 RADIO CONTRACT	7,512	7,512	0.00	0.00	0.00	0.00	0.00	7,512.00
-503-229 RADIO MAINTENANCE	1,372	1,372	0.00	0.00	0.00	0.00	0.00	1,372.00
-503-396 EOC EQUIPMENT & SUPPLIES	1,000	1,000	0.00	0.00	0.00	0.00	0.00	1,000.00
-503-420 OFFICE SUPPLIES	1,600	1,600	42.61	716.88	356.56	0.00	44.81	883.12
-503-430 SUPPLIES & EQUIPMENT	5,500	5,500	585.94	893.70	1,112.08	0.00	16.25	4,606.30
-503-431 EMPLOYEE APPRECIATION LUNCHE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-503-450 MEDICAL SUPPLIES	1,500	1,500	48.08	426.00	0.00	0.00	28.40	1,074.00
-503-460 MEDICAL TRAINING	2,700	2,700	605.00	655.00	143.00	0.00	24.26	2,045.00
-503-480 UNIFORM ALLOWANCE	1,600	1,600	68.97	411.60	0.00	0.00	25.73	1,188.40
-503-503 VEHICLE PARTS - FIRE	4,500	4,500	0.00	0.00	0.00	0.00	0.00	4,500.00
-503-540 VEHICLE FUEL	11,650	11,650	1,385.91	2,903.80	0.00	0.00	24.93	8,746.20
-503-603 VEHICLE OUTSIDE MAINT. FIRE	6,000	6,000	0.00	1,001.03	0.00	0.00	16.68	4,998.97
-503-610 DORM - TELEPHONE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-503-620 DORM - UTILITIES & CABLE	10,000	10,000	824.07	2,680.05	2,239.37	0.00	26.80	7,319.95
-503-630 DORM - REPAIRS & MAINT	7,000	7,000	176.66	1,725.00	0.00	0.00	24.64	5,275.00
-503-700 CONTINGENCIES	1,500	1,500	151.60	483.91	480.98	0.00	32.26	1,016.09
-503-703 LEASE PURCHASE - FIRE DEPT	6,940	6,940	0.00	0.00	0.00	0.00	0.00	6,940.00
-503-710 TRAVEL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-503-730 ANNUAL PUMP TESTS	3,900	3,900	0.00	0.00	163.00	0.00	0.00	3,900.00
-503-740 MAINTENANCE CONTRACTS	6,000	6,000	175.58	836.24	748.50	0.00	13.94	5,163.76
-503-750 SCBA TESTS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-503-760 LADDER TESTS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER EXPENSES	99,116	99,116	5,471.72	15,496.19	5,765.82	0.00	15.63	83,619.81
ITAL EXPENSES								
-503-800 CAPITAL EXPENDITURES	0	0	1,760.00	19,349.00	0.00	0.00	0.00 (	19,349.00)
TOTAL CAPITAL EXPENSES	0	0	1,760.00	19,349.00	0.00	0.00	0.00 (	19,349.00)
TOTAL 03-FIRE DEPARTMENT	198,370	198,370	16,547.58	64,937.69	24,492.32	0.00	32.74	133,432.33

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2011

-GENERAL FUND

% OF YEAR COMPLETED: 25.00

ARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
SALARIES & BENEFITS								
-504-009 SALARIES	55,000	55,000	0.00	0.00	0.00	0.00	0.00	55,000.00
-504-010 SALARIES - MAYOR & COUNCIL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-504-011 SALARIES - PLANNING & ZONING	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-504-012 SALARIES-CITY MANAGER	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-504-013 LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-504-030 SOCIAL SECURITY	4,208	4,208	0.00	0.00	0.00	0.00	0.00	4,208.00
-504-040 HEALTH INSURANCE	10,462	10,462	353.36	1,138.08	0.00	0.00	10.88	9,323.92
-504-050 RETIREMENT	4,650	4,650	0.00	0.00	0.00	0.00	0.00	4,650.00
-504-060 WORKERS COMPENSATION	137	137	0.00	0.00	38.19	0.00	0.00	137.00
-504-070 UNEMPLOYMENT COMP	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	74,457	74,457	353.36	1,138.08	38.19	0.00	1.53	73,318.92
OTHER EXPENSES								
-504-110 BANK ACTIVITY CHARGES	0	0	0.00	0.00	1,240.04	0.00	0.00	0.00
-504-120 DUES & SUBSCRIPTIONS	3,750	3,750	35.00	35.00	1,466.00	0.00	0.93	3,715.00
-504-135 EMPLOYEE RECOGNITION PROG	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-504-140 EMPLOYEE APPRECIATION FUND	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-504-145 EMPLOYEE WELLNESS PROGRAM	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-504-400 CITIZEN'S PATROL	1,500	1,500	0.00	975.52	603.86	0.00	65.03	524.48
-504-420 COPIER PAPER	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-504-440 ELECTION SUPPLIES/EXPENSES	32,500	32,500	0.00	0.00	0.00	0.00	0.00	32,500.00
-504-460 SPECIAL EVENTS	7,500	7,500	160.78	7,164.52	0.00	0.00	95.53	335.48
-504-470 LIGHT UP	2,000	2,000	12,719.30	15,355.65	474.58	0.00	767.78 (	13,355.65)
-504-475 50th ANNIVERSARY EVENTS	0	0	0.00	0.00 (	23.75)	0.00	0.00	0.00
-504-480 WINDCREST PROUD	3,000	3,000	0.00	4,114.16	0.00	0.00	137.14 (	1,114.16)
-504-485 WINDFEST	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-504-486 FIREMAN'S PICNIC & WINDFEST	5,000	5,000	0.00	5,000.00	0.00	0.00	100.00	0.00
-504-490 WINDCREST YOUTH ACTIVITIES	4,500	4,500	0.00	0.00	0.00	0.00	0.00	4,500.00
-504-590 POSTAGE	20,000	20,000	1,482.95	3,806.98	3,537.68	0.00	19.03	16,193.02
-504-609 TRANSFER TO FRIENDS OF ANIMA	2,000	2,000	0.00	0.00	0.00	0.00	0.00	2,000.00
-504-610 NEWSLETTER	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-504-630 LEGAL ADVERTISING	4,000	4,000	0.00	93.76	619.14	0.00	2.34	3,906.24
-504-635 ADVERTISING	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-504-645 MAYOR - COUNCIL EXPENSES	14,400	14,400	0.00	0.00	0.00	0.00	0.00	14,400.00
-504-650 MILEAGE & ENTERTAINMENT EXPE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER EXPENSES	100,150	100,150	14,398.03	36,545.59	7,917.55	0.00	36.49	63,604.41
CAPITAL EXPENSES								
-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	174,607	174,607	14,751.39	37,683.67	7,955.74	0.00	21.58	136,923.33
PARKS & RECREATION								

% OF YEAR COMPLETED: 25.00

	ORIGINAL	AMENDED	CURRENT	YEAR TO DATE	PRIOR YEAR	TOTAL	% OF	BUDGET
ARTMENTAL EXPENDITURES	BUDGET	BUDGET	PERIOD	BALANCE	YTD BALANCE	ENCUMBERED	BUDGET	BALANCE
SALARIES & BENEFITS								
-506-010 POOL SALARIES	0	0	0.00	0.00	1,328.57	0.00	0.00	0.00
-506-011 LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-506-020 OVERTIME	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-506-030 SOCIAL SECURITY	0	0	0.00	0.00	250.29	0.00	0.00	0.00
-506-040 HEALTH INSURANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-506-050 RETIREMENT	0	0	0.00	0.00	50.76	0.00	0.00	0.00
-506-060 WORKERS' COMPENSATION	0	0	0.00	0.00	343.74	0.00	0.00	0.00
-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	1,973.36	0.00	0.00	0.00
OTHER EXPENSES								
-506-100 UTILITIES	0	0	1,477.77	4,050.11	4,539.70	0.00	0.00 (	4,050.11)
-506-130 TRAINING	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-506-240 CONTRACT MAINTENANCE OUTS	3,500	3,500	0.00	190.00	380.00	0.00	5.43	3,310.00
-506-250 CONTRACT MAINT.-GREEN BEL	32,000	32,000	1,600.00	4,400.00	7,711.26	0.00	13.75	27,600.00
-506-255 CONTRACT SERVICES - POOL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-506-260 GREEN BELT CLEANING	5,000	5,000	0.00	0.00	0.00	0.00	0.00	5,000.00
-506-430 SUPPLIES	5,000	5,000	157.94	716.11	2,052.96	0.00	14.32	4,283.89
-506-431 EMPLOYEE APPRECIATION LUNCHE	0	0	75.00	75.00	0.00	0.00	0.00 (	75.00)
-506-520 EQUIPMENT REPAIR	2,500	2,500	193.94	1,067.91	2,278.30	0.00	42.72	1,432.09
-506-630 FACILITY MAINTENANCE	2,000	2,000	0.00	376.20	951.20	0.00	18.81	1,623.80
-506-631 POND MAINTENANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-506-635 TREES / SHRUBS/LANDSCAPING	7,500	7,500	7,697.88	10,764.69	1,772.71	0.00	143.53 (	3,264.69)
-506-700 CONTINGENCIES	500	500	0.00	0.00	0.00	0.00	0.00	500.00
TOTAL OTHER EXPENSES	58,000	58,000	11,202.53	21,640.02	19,686.13	0.00	37.31	36,359.98
CAPITAL EXPENSES								
-506-800 CAPITAL EXPENDITURE	2,140	2,140	0.00	799.98	13,900.00	0.00	37.38	1,340.02
-506-810 CAPITAL IMPROVEMENTS	20,000	20,000	0.00	0.00	42,368.96	0.00	0.00	20,000.00
TOTAL CAPITAL EXPENSES	22,140	22,140	0.00	799.98	56,268.96	0.00	3.61	21,340.02
TOTAL 06-PARKS & RECREATION	80,140	80,140	11,202.53	22,440.00	77,928.45	0.00	28.00	57,700.00
FLEET MECHANIC								
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SALARIES & BENEFITS								
-507-010 MECHANIC SALARIES	30,000	30,000	2,655.57	4,748.37	6,041.17	0.00	15.83	25,251.63
-507-011 MECHANIC LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-507-012 STIPEND	500	500	0.00	594.25	0.00	0.00	118.85 (	94.25)
-507-015 MECHANIC INCENTIVE PAY-BILIN	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-507-020 OVERTIME	600	600	241.08	459.84	0.00	0.00	76.64	140.16
-507-030 SOCIAL SECURITY	2,880	2,880	190.67	412.96	462.16	0.00	14.34	2,467.04
-507-040 HEALTH INSURANCE	4,501	4,501	94.76	94.76	714.42	0.00	2.11	4,406.24
-507-050 RETIREMENT	2,583	2,583	709.16	911.42	483.31	0.00	35.29	1,671.58
-507-060 WORKERS' COMPENSATION	2,905	2,905	0.00	1,376.00	324.62	0.00	47.37	1,529.00
-507-070 UNEMPLOYMENT COMPENSATION	135	135	0.00	0.00	0.00	0.00	0.00	135.00

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2011

-GENERAL FUND

% OF YEAR COMPLETED: 25.00

ARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
-507-090 TERMINATION PAY-OUT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	44,104	44,104	3,891.24	8,597.60	8,025.68	0.00	19.49	35,506.40
ER EXPENSES								
-507-120 DUES & SUBSCRIPTIONS	100	100	0.00	0.00	0.00	0.00	0.00	100.00
-507-130 TRAINING	500	500	0.00	0.00	0.00	0.00	0.00	500.00
-507-315 VEHICLE DEDUCTIBLE	2,000	2,000	0.00	0.00	0.00	0.00	0.00	2,000.00
-507-420 OFFICE SUPPLIES	250	250	0.00	0.00	25.54	0.00	0.00	250.00
-507-430 FLEET TOOLS & SUPPLIES	7,500	7,500	103.08	704.26	1,328.47	0.00	9.39	6,795.74
-507-431 EMPLOYEE APPRECIATION LUNCHE	0	0	75.00	75.00	0.00	0.00	0.00	75.00
-507-450 ENVIRONMENTAL FEES	500	500	0.00	0.00	0.00	0.00	0.00	500.00
-507-480 UNIFORM ALLOWANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-507-501 VEHICLE PARTS-ADMIN	500	500	0.00	0.00	0.00	0.00	0.00	500.00
-507-502 VEHICLE PARTS-POLICE	7,000	7,000	1,828.17	4,299.78	339.87	0.00	61.43	2,700.22
-507-503 VEHICLE PARTS-FIRE	4,500	4,500	288.13	624.35	548.04	0.00	13.87	3,875.65
-507-506 VEHICLE PARTS-PARKS & REC	2,000	2,000	0.00	3.50	0.00	0.00	0.18	1,996.50
-507-508 VEHICLE PARTS-WARRANT OFFICE	500	500	0.00	0.00	0.00	0.00	0.00	500.00
-507-515 VEHICLE PARTS-EMC/TECH	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-507-516 VEHICLE PARTS-PUBLIC WORKS	6,000	6,000	136.97	641.03	214.28	0.00	10.68	5,358.97
-507-519 VEHICLE PARTS-INSPECTION	1,000	1,000	0.00	0.00	7.69	0.00	0.00	1,000.00
-507-520 EQUIPMENT REPAIR	10,000	10,000	1,136.66	1,757.36	4.32	0.00	17.57	8,242.64
-507-540 VEHICLE FUEL	29,000	29,000	1,689.21	10,656.80	17,128.96	0.00	36.75	18,343.20
-507-602 VEHICLE OUTSIDE MAINT-POLICE	9,000	9,000	392.15	392.15	1,692.16	0.00	4.36	8,607.85
-507-603 VEHICLE OUTSIDE MAINT-FIRE	6,000	6,000	399.63	2,940.62	1,863.57	0.00	49.01	3,059.38
-507-606 VEHICLE OUTSIDE MAINT-PARKS&	1,000	1,000	0.00	0.00	0.00	0.00	0.00	1,000.00
-507-608 VEHICLE OUTSIDE MAINT-WRNT O	1,000	1,000	0.00	0.00	0.00	0.00	0.00	1,000.00
-507-615 VEHICLE OUTSIDE MAINT-EMC/TE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-507-616 VEHICLE OUTSIDE MAINT-PW	2,000	2,000	0.00	0.00	296.83	0.00	0.00	2,000.00
-507-619 VEHICLE OUTSIDE MAINT-INSP	500	500	0.00	0.00	0.00	0.00	0.00	500.00
-507-700 CONTINGENCIES	1,000	1,000	0.00	0.00	15.00	0.00	0.00	1,000.00
-507-702 LEASE PURCHASE-POLICE VEHICL	0	0	0.00	0.00	7,804.19	0.00	0.00	0.00
-507-703 LEASE PURCHASE-FIRE DEPT	0	0	0.00	0.00	88,440.79	0.00	0.00	0.00
-507-706 LEASE PURCHASE-PARKS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-507-716 LEASE PURCHASE-PUBLIC WORKS	0	0	0.00	12,876.77	36,529.27	0.00	0.00	12,876.77
-507-719 LEASE PURCHASE-INSPECTION	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-507-721 LEASE PURCHASE-EDC	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-507-725 LEASE PURCHASE - CITY MGMT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-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	92,850	92,850	6,049.00	34,971.62	152,854.66	0.00	37.66	57,878.38
ITAL EXPENSES								
-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	136,954	136,954	9,940.24	43,569.22	160,880.34	0.00	31.81	93,384.78

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CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2011

-GENERAL FUND

% OF YEAR COMPLETED: 25.00

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
SALARIES & BENEFITS								
-508-010 COURT SALARIES	113,697	113,697	13,527.66	33,307.22	22,081.27	0.00	29.29	80,389.78
-508-011 COURT LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-508-012 STIPEND	2,250	2,250	0.00	2,449.07	0.00	0.00	108.85 (	199.07)
-508-015 COURT INCENTIVE PAY-BILINGUA	0	0	0.00	0.00	28.03	0.00	0.00	0.00
-508-017 CERTIFICATION PAY - COURT	900	900	69.24	173.10	0.00	0.00	19.23	726.90
-508-018 COURT EDUCATION PAY	300	300	23.08	57.70	60.17	0.00	19.23	242.30
-508-020 COURT OVERTIME	10,000	10,000	57.88	207.39	1,467.05	0.00	2.07	9,792.61
-508-030 SOCIAL SECURITY	9,736	9,736	1,043.31	3,227.56	2,238.55	0.00	33.15	6,508.44
-508-040 HEALTH INSURANCE	15,868	15,868	374.97	1,124.91	1,081.39	0.00	7.09	14,743.09
-508-050 RETIREMENT	9,562	9,562	1,852.58	5,150.21	1,644.56	0.00	53.86	4,411.79
-508-060 WORKER'S COMPENSATION	2,316	2,316	0.00	500.27	496.49	0.00	21.60	1,815.73
-508-070 UNEMPLOYMENT COMPENSATION	675	675	0.00	0.00	0.00	0.00	0.00	675.00
-508-095 TERMINATION PAY-OUT	0	0	0.00	102.89	101.01	0.00	0.00 (	102.89)
TOTAL SALARIES & BENEFITS	165,304	165,304	16,948.72	46,300.32	29,198.52	0.00	28.01	119,003.68
OTHER EXPENSES								
-508-120 DUES & SUBSCRIPTIONS	250	250	0.00	94.06	70.00	0.00	37.62	155.94
-508-130 BONDS & TRAINING	1,500	1,500	0.00	328.82	156.18	0.00	21.92	1,171.18
-508-150 JUDGE	19,393	19,393	0.00	0.00	2,986.79	0.00	0.00	19,393.00
-508-160 PROSECUTOR	13,826	13,826	0.00	0.00	2,772.80	0.00	0.00	13,826.00
-508-165 WARRANT JAIL COSTS	5,000	5,000	0.00	1,900.00	0.00	0.00	38.00	3,100.00
-508-170 JURY SERVICE FEES	200	200	0.00	0.00	0.00	0.00	0.00	200.00
-508-180 COURT OF RECORD/STENOGRAPHER	1,000	1,000	0.00	0.00	0.00	0.00	0.00	1,000.00
-508-420 OFFICE SUPPLIES	3,000	3,000	4.29	366.88 (	45.86)	0.00	12.23	2,633.12
-508-431 EMPLOYEE APPRECIATION LUNCHE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-508-480 UNIFORM ALLOWANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-508-481 CONTINGENCIES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-508-540 FUEL	5,000	5,000	0.00	0.00	0.00	0.00	0.00	5,000.00
TOTAL OTHER EXPENSES	49,169	49,169	4.29	2,689.76	5,939.91	0.00	5.47	46,479.24
TOTAL EXPENSES								
-508-800 CAPITAL EXPENDITURES	5,000	5,000	0.00	0.00	0.00	0.00	0.00	5,000.00
TOTAL CAPITAL EXPENSES	5,000	5,000	0.00	0.00	0.00	0.00	0.00	5,000.00
TOTAL 08-COURT	219,473	219,473	16,953.01	48,990.08	35,138.43	0.00	22.32	170,482.92

FACILITY DIVISION

OTHER EXPENSES								
-510-100 UTILITIES	36,500	36,500	2,798.51	7,656.60	5,993.59	0.00	20.98	28,843.40
-510-115 MOBILE TELEPHONES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-510-170 JANITORIAL SERVICES	20,000	20,000	1,298.83	3,896.49	4,390.58	0.00	19.48	16,103.51
-510-240 CONTRACT MAINTENANCE	1,000	1,000	380.00	380.00	0.00	0.00	38.00	620.00
-510-430 SUPPLIES	3,000	3,000	434.49	1,394.41	1,515.42	0.00	46.48	1,605.59
-510-630 FACILITY MAINTENANCE	10,000	10,000	1,786.08	3,597.16	6,927.52	0.00	35.97	6,402.84
-510-650 FIRE ALARM & EXT. INSPECTION	2,000	2,000	0.00	2,106.50	250.00	0.00	105.33 (	106.50)

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-GENERAL FUND

% OF YEAR COMPLETED: 25.00

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
-510-700 CONTINGENCIES	1,500	1,500	314.10	867.10	0.00	0.00	57.81	632.90
TOTAL OTHER EXPENSES	74,000	74,000	7,012.01	19,898.26	19,077.11	0.00	26.89	54,101.74
ITAL EXPENSES								
-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	74,000	74,000	7,012.01	19,898.26	19,077.11	0.00	26.89	54,101.74
CIVIC CENTER								
SALARIES & BENEFITS								
-511-010 CIVIC CENTER SALARIES	53,938	53,938	6,497.23	14,294.30	5,249.74	0.00	26.50	39,643.70
-511-011 CIVIC CENTER LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-511-012 STIPEND	1,000	1,000	0.00	1,745.27	0.00	0.00	174.53	745.27
-511-020 OVERTIME - CIVIC CENTER	4,800	4,800	1,281.84	2,946.01	2,096.75	0.00	61.38	1,853.99
-511-030 SOCIAL SECURITY	4,571	4,571	551.53	1,458.98	559.03	0.00	31.92	3,112.02
-511-040 HEALTH INSURANCE	10,338	10,338	1,078.08	2,748.13	714.42	0.00	26.58	7,589.87
-511-050 RETIREMENT	4,958	4,958	1,326.32	3,022.55	380.92	0.00	60.96	1,935.45
-511-060 WORKERS' COMPENSATION	6,172	6,172	0.00	2,249.21	706.56	0.00	36.44	3,922.79
-511-070 UNEMPLOYMENT COMPENSATION	270	270	0.00	0.00	0.00	0.00	0.00	270.00
-511-095 TERMINATION PAY-OUT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	86,047	86,047	10,735.00	28,464.45	9,707.42	0.00	33.08	57,582.55
OTHER EXPENSES								
-511-100 UTILITIES	7,000	7,000	783.41	1,857.16	1,049.78	0.00	26.53	5,142.84
-511-430 SUPPLIES	3,000	3,000	339.27	629.82	177.84	0.00	20.99	2,370.18
-511-431 EMPLOYEE APPRECIATION LUNCHE	0	0	75.00	75.00	0.00	0.00	0.00	75.00
-511-512 STIPEND	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-511-630 FACILITY MAINTENANCE	10,000	10,000	2,360.93	3,202.16	7,777.81	0.00	32.02	6,797.84
-511-700 CONTINGENCIES	750	750	0.00	0.00	0.00	0.00	0.00	750.00
TOTAL OTHER EXPENSES	20,750	20,750	3,558.61	5,764.14	9,005.43	0.00	27.78	14,985.86
ITAL EXPENSES								
-511-800 CAPITAL EXPENDITURES	100,000	100,000	0.00	0.00	0.00	0.00	0.00	100,000.00
TOTAL CAPITAL EXPENSES	100,000	100,000	0.00	0.00	0.00	0.00	0.00	100,000.00
TOTAL 11-CIVIC CENTER	206,797	206,797	14,293.61	34,228.59	18,712.85	0.00	16.55	172,568.41
CONTRACT SERVICES								
OTHER EXPENSES								
-514-220 FOOD HEALTH OFFICER FEES	12,000	12,000	0.00	2,400.00	2,000.00	0.00	20.00	9,600.00
-514-250 LEGAL & CITY ATTORNEY	30,000	30,000	2,500.00	7,500.00	6,000.00	0.00	25.00	22,500.00
-514-255 SPECIAL LEGAL FEES	100,000	100,000	6,697.50	118,321.50	13,179.61	0.00	118.32	18,321.50
-514-260 DUES & FEES-BCAD	0	0	0.00	0.00	2,786.00	0.00	0.00	0.00

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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
-514-270 DUES & FEES - BEXAR CO ELECT	10,000	10,000	0.00	0.00	0.00	0.00	0.00	10,000.00
-514-280 FEES-DELINQUENT COLLECTOR	0	0	0.00	0.00	103.48	0.00	0.00	0.00
-514-285 Contract Services - MFO	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-514-290 AUDIT	24,000	24,000	0.00	0.00	17,500.00	0.00	0.00	24,000.00
-514-300 EMS	70,000	70,000	5,833.33	17,499.99	17,499.99	0.00	25.00	52,500.01
-514-310 MUNICIPAL INSURANCE	83,000	83,000	0.00	56,232.93	14,638.77	0.00	67.75	26,767.07
-514-320 ENGINEER / ARCHITECT	15,000	15,000	0.00	0.00	0.00	0.00	0.00	15,000.00
-514-325 SALES TAX COLLECTION SERVICE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-514-328 CABLE TV FRANC FEE COMPLIANC	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-514-360 MOBILITY IMPAIRED TRANSPORT	12,000	12,000	0.00	0.00	0.00	0.00	0.00	12,000.00
-514-367 WATER RESOURCES STUDY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-514-385 SALARY SURVEY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-514-400 CREDIT CARD TERMINAL	0	0	180.14	659.37	273.77	0.00	0.00 (	659.37)
-514-405 RECORDS STORAGE RENTAL	2,940	2,940	0.00	1,470.00	2,940.00	0.00	50.00	1,470.00
-514-410 RECORDS DESTRUCTION	1,200	1,200	0.00	0.00	0.00	0.00	0.00	1,200.00
TOTAL OTHER EXPENSES	360,140	360,140	15,210.97	204,083.79	76,921.62	0.00	56.67	156,056.21
TOTAL EXPENSES								
-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	360,140	360,140	15,210.97	204,083.79	76,921.62	0.00	56.67	156,056.21
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EMER.MGMT/TECH SUPPORT

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SALARIES & BENEFITS

-515-010 EMC/TECH SUPPORT SALARIES	0	0	0.00	0.00	15,054.97	0.00	0.00	0.00
-515-011 EMC/TECH LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-515-020 EMT/TECH SUPPORT OVERTIME	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-515-030 EMC/TECH SOCIAL SECURITY	0	0	0.00	0.00	1,251.24	0.00	0.00	0.00
-515-040 EMC/TECH HEALTH INSURANCE	0	0	0.00	0.00	727.62	0.00	0.00	0.00
-515-050 EMC/TECH RETIREMENT	0	0	0.00	0.00	1,031.56	0.00	0.00	0.00
-515-060 WORKER'S COMPENSATION	0	0	0.00	0.00	76.38	0.00	0.00	0.00
-515-070 UNEMPLOYMENT COMPENSATION	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-515-090 EMC/TECH TERM.PAY-OUT	0	0	0.00	0.00	1,621.56	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	0	0	0.00	0.00	19,763.33	0.00	0.00	0.00

OTHER EXPENSES

-515-120 DUES & SUBSCRIPTIONS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-515-130 EMC/TECH TRAINING	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-515-200 COMPUTER CONTRACTS	54,758	54,758	521.90	8,557.03	15,599.60	0.00	15.63	46,200.97
-515-201 COMPUTER MAINTENANCE	0	0	231.07	789.91	1,201.24	0.00	0.00 (	789.91)
-515-205 TELECOMMUNICATIONS CONTRACT	25,000	25,000	899.52	3,657.67	2,027.18	0.00	14.63	21,342.33
-515-210 TELEPHONE MAINT.CONTRACT	10,260	10,260	2,204.22	5,092.54	3,840.00	0.00	49.63	5,167.46
-515-215 MOBILE PHONES CONTRACT	4,256	4,256	609.11	1,826.84	1,460.72	0.00	42.92	2,429.16
-515-220 MOBILE PHONES MAINTENANCE	280	280	0.00	0.00	0.00	0.00	0.00	280.00
-515-221 MOBILE DATA TERMINAL SERVICE	8,020	8,020	978.58	1,467.47	989.78	0.00	18.30	6,552.53
-515-223 PAGER CONTRACT	0	0	104.95	314.85	233.58	0.00	0.00 (	314.85)

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-515-225 PAGER MAINTENANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-515-226 PAGER MAINTENANCE-FIRE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-515-227 RADIO CONTRACT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-515-229 RADIO MAINTENANCE	0	0	0.00	175.00	0.00	0.00	0.00 (	175.00)
-515-286 CONTRACTSERVICES - IT	59,000	59,000	3,842.75	9,746.50	0.00	0.00	16.52	49,253.50
-515-330 WEBSITE SUPPORT CONTRACT	6,000	6,000	0.00	4,608.00	3,600.00	0.00	76.80	1,392.00
-515-332 WEBSITE MAINTENANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-515-333 CLOUD HOSTING FEES	15,000	15,000	165.00	330.00	0.00	0.00	2.20	14,670.00
-515-395 EMERGENCY MGMT SUPPORT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-515-396 EOC EQUIPMENT & SUPPLIES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-515-430 TECH SUPPLIES	0	0	0.00	0.00	367.48	0.00	0.00	0.00
-515-460 COPIER CONTRACT & SUPPLIES	15,500	15,500	0.00	1,886.65	914.23	0.00	12.17	13,613.35
-515-480 UNIFORM ALLOWANCE	0	0	0.00	0.00	99.98	0.00	0.00	0.00
-515-520 EQUIPMENT REPAIR	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-515-522 AUDIO VISUAL MAINTENANCE	0	0	0.00	0.00	131.12	0.00	0.00	0.00
-515-525 LEASE PURCHASE-RECORDS MGMT	1,035	1,035	0.00	0.00	0.00	0.00	0.00	1,035.00
-515-700 CONTINGENCIES	1,500	1,500	0.00	0.00	0.00	0.00	0.00	1,500.00
TOTAL OTHER EXPENSES	200,609	200,609	9,557.10	38,452.46	30,464.91	0.00	19.17	162,156.54
ITAL EXPENSES								
-515-800 CAPITAL EXPENSE	40,000	40,000	0.00	38,099.00	0.00	0.00	95.25	1,901.00
TOTAL CAPITAL EXPENSES	40,000	40,000	0.00	38,099.00	0.00	0.00	95.25	1,901.00
TOTAL 15-EMER.MGMT/TECH SUPPOR								
	240,609	240,609	9,557.10	76,551.46	50,228.24	0.00	31.82	164,057.54

PUBLIC WORKS

SALARIES & BENEFITS

-516-010 PUBLIC WORKS SALARIES	297,214	297,214	15,698.94	45,136.76	62,740.21	0.00	15.19	252,077.24
-516-011 PUBLIC WORKS LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-516-012 STIPEND	4,750	4,750	0.00	3,784.84	0.00	0.00	79.68	965.16
-516-015 P.W .INCENTIVE PAY-BILINGUAL	1,200	1,200	92.32	230.80	361.04	0.00	19.23	969.20
-516-018 P.W. EDUCATION PAY	300	300	23.08	57.70	60.17	0.00	19.23	242.30
-516-020 PUBLIC WORKS OVERTIME	2,800	2,800	531.74	2,681.81	1,196.42	0.00	95.78	118.19
-516-030 SOCIAL SECURITY	24,451	24,451	1,239.50	5,384.60	4,903.55	0.00	22.02	19,066.40
-516-040 HEALTH INSURANCE	49,203	49,203	2,517.72	8,723.79	6,781.93	0.00	17.73	40,479.21
-516-050 RETIREMENT	26,574	26,574	3,025.65	11,068.02	5,294.04	0.00	41.65	15,505.98
-516-060 WORKERS' COMPENSATION	28,652	28,652	0.00	15,608.46	7,256.67	0.00	54.48	13,043.54
-516-070 UNEMPLOYMENT COMPENSATION	1,215	1,215	0.00	0.00	0.00	0.00	0.00	1,215.00
-516-095 TERMINATION PAY-OUT	2,163	2,163	120.52	7,181.99	1,603.63	0.00	332.04 (	5,018.99)
TOTAL SALARIES & BENEFITS	438,522	438,522	23,249.47	99,858.77	90,197.66	0.00	22.77	338,663.23

OTHER EXPENSES

-516-100 UTILITIES	42,900	42,900	7,459.09	14,504.27	7,534.54	0.00	33.81	28,395.73
-516-130 TRAINING	1,500	1,500	0.00	0.00	3.60	0.00	0.00	1,500.00
-516-140 EMPLOYMENT SCREENING	0	0	236.00	394.00	0.00	0.00	0.00 (	394.00)
-516-240 CONTRACT OUT MAINTENANCE	1,500	1,500	0.00	261.00	858.89	0.00	17.40	1,239.00
-516-430 SUPPLIES	11,500	11,500	243.60	501.70	1,367.79	0.00	4.36	10,998.30

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-516-431 EMPLOYEE APPRECIATION LUNCHE	0	0	75.00	75.00	0.00	0.00	0.00	75.00
-516-480 UNIFORM ALLOWANCE	9,500	9,500	785.95	2,126.79	741.30	0.00	22.39	7,373.21
-516-510 VEHICLE OUTSIDE MAINTENAN	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-516-525 EQUIPMENT RENTAL	7,000	7,000	0.00	350.00	82.26	0.00	5.00	6,650.00
-516-530 STREET SIGNS & MARKERS	5,000	5,000	4,611.20	4,698.63	286.00	0.00	93.97	301.37
-516-630 FACILITIES MAINTENANCE	2,500	2,500	0.00	5,813.30	0.00	0.00	232.53	3,313.30
-516-700 CONTINGENCIES	500	500	0.00	0.00	100.00	0.00	0.00	500.00
-516-710 STREET CRACK FILLING MATERIA	8,000	8,000	0.00	30.00	0.00	0.00	0.38	7,970.00
-516-720 ALLEY/CURB/SIDEWALK REPAIR	15,000	15,000	448.67	1,173.34	822.75	0.00	7.82	13,826.66
TOTAL OTHER EXPENSES	104,900	104,900	13,859.51	29,928.03	11,797.13	0.00	28.53	74,971.97
TOTAL EXPENSES								
-516-800 CAPITAL EXPENDITURES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-516-810 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 16-PUBLIC WORKS								
	543,422	543,422	37,108.98	129,786.80	101,994.79	0.00	23.88	413,635.20
ANIMAL CONTROL								

SALARIES & BENEFITS								
-517-010 SALARIES-ANIMAL CONTROL	41,658	41,658	3,386.76	8,256.55	5,558.01	0.00	19.82	33,401.45
-517-011 LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-517-012 STIPEND	750	750	0.00	877.93	0.00	0.00	117.06	127.93
-517-013 Salaries - Animal on call	0	0	200.00	500.00	0.00	0.00	0.00	500.00
-517-020 OVERTIME-ANIMAL CONTROL	1,500	1,500	68.68	342.61	621.26	0.00	22.84	1,157.39
-517-030 SOCIAL SECURITY	3,360	3,360	261.22	823.28	471.87	0.00	24.50	2,536.72
-517-040 HEALTH INSURANCE	7,753	7,753	359.36	1,078.08	714.42	0.00	13.91	6,674.92
-517-050 RETIREMENT	3,643	3,643	495.69	1,375.22	494.32	0.00	37.75	2,267.78
-517-060 WORKER'S COMPENSATION	2,004	2,004	0.00	1,632.99	229.17	0.00	81.49	371.01
-517-070 UNEMPLOYMENT COMPENSATION	135	135	0.00	0.00	0.00	0.00	0.00	135.00
TOTAL SALARIES & BENEFITS	60,803	60,803	4,771.71	14,886.66	8,089.05	0.00	24.48	45,916.34
OTHER EXPENSES								
-517-230 VET/INPOUNDING/SHELTER	7,000	7,000	407.00	2,615.90	1,285.00	0.00	37.37	4,384.10
-517-240 TRAINING & CERTIFICATION	1,500	1,500	0.00	0.00	29.75	0.00	0.00	1,500.00
-517-420 EQUIPMENT & SUPPLIES	700	700	0.00	0.00	50.23	0.00	0.00	700.00
TOTAL OTHER EXPENSES	9,200	9,200	407.00	2,615.90	1,364.98	0.00	28.43	6,584.10
TOTAL EXPENSES								
-517-800 CAPITAL EXPENDITURES	5,000	5,000	0.00	0.00	0.00	0.00	0.00	5,000.00
TOTAL CAPITAL EXPENSES	5,000	5,000	0.00	0.00	0.00	0.00	0.00	5,000.00
TOTAL 17-ANIMAL CONTROL								
	75,003	75,003	5,178.71	17,502.56	9,454.03	0.00	23.34	57,500.44

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2011

-GENERAL FUND

% OF YEAR COMPLETED: 25.00

ARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
WCCPD								
SALARIES & BENEFITS								
-518-010 WCCPD SALARIES	0	0	0.00	0.00	28,979.08	0.00	0.00	0.00
-518-011 WCCPD LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-518-014 WCCPD SPECIAL ASSIGN PAY-K-9	0	0	0.00	0.00	601.62	0.00	0.00	0.00
-518-015 WCCPD INCEN PAY-BILING & SHI	0	0	0.00	0.00	309.01	0.00	0.00	0.00
-518-017 WCCPD CERTIFICATION PAY	0	0	0.00	0.00	300.86	0.00	0.00	0.00
-518-020 WCCPD OVERTIME	0	0	0.00	0.00	918.61	0.00	0.00	0.00
-518-021 WCCPD-7K HOURS	0	0	0.00	0.00	429.97	0.00	0.00	0.00
-518-030 WCCPD SOCIAL SECURITY	0	0	0.00	0.00	2,358.82	0.00	0.00	0.00
-518-040 WCCPD HEALTH INSURANCE	0	0	0.00	0.00	2,902.48	0.00	0.00	0.00
-518-050 WCCPD RETIREMENT	0	0	0.00	0.00	2,537.96	0.00	0.00	0.00
-518-060 WCCPD WORKERS COMP	0	0	0.00	0.00	1,374.96	0.00	0.00	0.00
-518-070 UNEMPLOYMENT COMPENSATION	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-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	40,713.37	0.00	0.00	0.00

PAL 18-WCCPD	0	0	0.00	0.00	40,713.37	0.00	0.00	0.00
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INSPECTIONS

SALARIES & BENEFITS

-519-010 INSPECTION SALARIES	34,092	34,092	2,424.38	5,997.35	19,644.98	0.00	17.59	28,094.65
-519-011 INSPECTIONS LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-519-012 STIPEND	500	500	0.00	594.26	0.00	0.00	118.85	(94.26)
-519-015 INSP.INCENTIVE PAY-BILINGUAL	0	0	0.00	0.00	240.69	0.00	0.00	0.00
-519-018 INSPECTION EDUCATION PAY	0	0	0.00	0.00	120.35	0.00	0.00	0.00
-519-020 OVERTIME	0	0	0.00	51.69	0.00	0.00	0.00	(51.69)
-519-030 SOCIAL SECURITY	2,648	2,648	185.46	604.92	1,537.49	0.00	22.84	2,043.08
-519-040 HEALTH INSURANCE	5,419	5,419	359.36	598.11	1,440.84	0.00	11.04	4,820.89
-519-050 RETIREMENT	1,878	1,878	424.28	1,169.23	1,607.82	0.00	62.26	708.77
-519-060 WORKER'S COMPENSATION	402	402	0.00	344.33	190.98	0.00	85.65	57.67
-519-070 UNEMPLOYMENT COMPENSATION	270	270	0.00	0.00	0.00	0.00	0.00	270.00
TOTAL SALARIES & BENEFITS	45,209	45,209	3,393.48	9,359.89	24,783.15	0.00	20.70	35,849.11

OTHER EXPENSES

-519-120 DUES & SUBSCRIPTIONS	500	500	0.00	0.00	30.00	0.00	0.00	500.00
-519-125 CONTRACT INSPECTION SVCS	32,000	32,000	2,550.00	9,450.00	0.00	0.00	29.53	22,550.00
-519-130 BONDS & TRAINING	2,000	2,000	0.00	50.00	285.00	0.00	2.50	1,950.00
-519-140 EMPLOYMENT SCREENING	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-519-150 CONTRACT SERVICES - INSPECTI	0	0	550.00	1,700.00	0.00	0.00	0.00	(1,700.00)
-519-420 OFFICE SUPPLIES	750	750	105.63	105.63	15.94	0.00	14.08	644.37
-519-430 SUPPLIES & EQUIPMENT	500	500	179.00	179.00	0.00	0.00	35.80	321.00
-519-480 UNIFORMS	500	500	0.00	99.99	0.00	0.00	20.00	400.01
-519-540 VEHICLE FUEL	2,224	2,224	110.29	279.89	0.00	0.00	12.58	1,944.11

CITY OF WINCREST
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AS OF: DECEMBER 31ST, 2011

-GENERAL FUND

% OF YEAR COMPLETED: 25.00

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
-519-700 CONTINGENCIES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER EXPENSES	38,474	38,474	3,494.92	11,864.51	330.94	0.00	30.84	26,609.49
 CAPITAL EXPENSES								
-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-INSPECTIONS	83,683	83,683	6,888.40	21,224.40	25,114.09	0.00	25.36	62,458.60
 FINANCE								
 SALARIES & BENEFITS								
-520-010 FINANCE SALARIES	81,616	81,616	6,159.14	15,630.73	32,542.49	0.00	19.15	65,985.27
-520-011 FINANCE LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-520-012 STIPEND	1,000	1,000	0.00	1,131.08	0.00	0.00	113.11 (	131.08)
-520-015 FINANCE BILINGUAL PAY	600	600	46.16	115.40	120.35	0.00	19.23	484.60
-520-018 FINANCE EDUCATION PAY	0	0	0.00	0.00	67.59	0.00	0.00	0.00
-520-020 FINANCE OVERTIME	900	900	60.38	203.90	275.67	0.00	22.66	696.10
-520-030 FINANCE SOCIAL SECURITY	6,391	6,391	478.39	1,519.80	1,885.78	0.00	23.78	4,871.20
-520-040 FINANCE HEALTH INSURANCE	5,193	5,193	361.36	1,084.08	1,083.37	0.00	20.88	4,108.92
-520-050 FINANCE RETIREMENT	4,164	4,164	678.42	1,859.05	1,757.23	0.00	44.65	2,304.95
-520-060 WORKER'S COMPENSATION	328	328	0.00	359.11	133.68	0.00	109.48 (	31.11)
-520-070 UNEMPLOYMENT COMPENSATION	270	270	0.00	0.00	0.00	0.00	0.00	270.00
-520-095 TERMINATION PAY-OUT - FINANC	0	0	0.00	0.00	6,992.32	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	100,462	100,462	7,783.85	21,903.15	44,858.48	0.00	21.80	78,558.85
 OTHER EXPENSES								
-520-120 DUES & SUBSCRIPTIONS	600	600	0.00	0.00	0.00	0.00	0.00	600.00
-520-130 BONDS & TRAINING	2,500	2,500	0.00	0.00	0.00	0.00	0.00	2,500.00
-520-140 EMPLOYMENT SCREENING	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-520-260 DUES & FEES- BCAD	10,816	10,816	2,703.00	2,703.00	0.00	0.00	24.99	8,113.00
-520-280 FEES-DELINQUENT COLLECTOR	139	139	0.00	0.00	0.00	0.00	0.00	139.00
-520-285 CONTRACT SERVICES - MFO	70,560	70,560	5,925.00	17,125.00	0.00	0.00	24.27	53,435.00
-520-400 BANK/CREDIT CARD TERMINAL CH	4,242	4,242	0.00	0.00	0.00	0.00	0.00	4,242.00
-520-420 OFFICE SUPPLIES	4,273	4,273	194.38	1,688.43	1,035.58	0.00	39.51	2,584.57
-520-431 EMPLOYEE APPRECIATION LUNCHE	0	0	900.00	900.00	0.00	0.00	0.00 (	900.00)
-520-600 OFFICE EQUIP. & MAINT	900	900	0.00	0.00	0.00	0.00	0.00	900.00
-520-700 CONTINGENCIES	600	600	0.00	0.00	113.66	0.00	0.00	600.00
TOTAL OTHER EXPENSES	94,630	94,630	9,722.38	22,416.43	1,149.24	0.00	23.69	72,213.57
 CAPITAL EXPENSES								
-520-800 CAPITAL EXPENDITURES	600	600	0.00	0.00	0.00	0.00	0.00	600.00
TOTAL CAPITAL EXPENSES	600	600	0.00	0.00	0.00	0.00	0.00	600.00
 TOTAL 20-FINANCE	195,692	195,692	17,506.23	44,319.58	46,007.72	0.00	22.65	151,372.42

CITY OF WINCREST
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-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
ECONOMIC DEVELOPMENT (E)								
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SALARIES & BENEFITS								
-521-010 EDC SALARIES	0	0	0.00	0.00	20,605.10	0.00	0.00	0.00
-521-011 EDC LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-521-018 EDC EDUCATION PAY	0	0	0.00	0.00	180.52	0.00	0.00	0.00
-521-020 EDC OVERTIME	0	0	0.00	0.00	6.60	0.00	0.00	0.00
-521-030 SOCIAL SECURITY	0	0	0.00	0.00	1,672.35	0.00	0.00	0.00
-521-040 HEALTH INSURANCE	0	0	0.00	0.00	756.82	0.00	0.00	0.00
-521-050 RETIREMENT	0	0	0.00	0.00	10,136.22	0.00	0.00	0.00
-521-060 WORKERS COMPENSATION	0	0	0.00	0.00	190.98	0.00	0.00	0.00
-521-070 UNEMPLOYMENT COMPENSATION	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-521-095 TERMINATION PAY-OUT	0	0	0.00	0.00	341.54	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	0	0	0.00	0.00	13,617.69	0.00	0.00	0.00
OTHER EXPENSES								
-521-430 SUPPLIES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-521-510 VEHICLE ALLOWANCE-DIRECTOR	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-521-515 HEALTH INS. ALLOWANCE-DIRECT	0	0	0.00	0.00	721.97	0.00	0.00	0.00
-521-590 POSTAGE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER EXPENSES	0	0	0.00	0.00	721.97	0.00	0.00	0.00
OTHER INCOME/EXPENSES								
-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	0.00	14,339.66	0.00	0.00	0.00

CITY MANAGEMENT

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SALARIES & BENEFITS

-525-010 CITY MANAGEMENT SALARIES	95,000	95,000	7,307.70	18,269.25	559.52	0.00	19.23	76,730.75
-525-011 LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-525-012 STIPEND	500	500	0.00	529.93	0.00	0.00	105.99	(29.93)
-525-017 CERTIFICATION PAY	0	0	0.00	0.00	7.42	0.00	0.00	0.00
-525-018 EDUCATION PAY	0	0	0.00	0.00	7.42	0.00	0.00	0.00
-525-019 TUITION REIMBURSEMENT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-525-020 CITY MANAGEMENT OVERTIME	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-525-030 SOCIAL SECURITY	7,417	7,417	535.49	1,635.55	269.45	0.00	22.05	5,781.45
-525-040 HEALTH INSURANCE	5,231	5,231	373.36	1,124.62	40.00	0.00	21.50	4,106.38
-525-050 RETIREMENT	8,140	8,140	1,298.24	3,570.14	165.12	0.00	43.86	4,569.86
-525-060 WORKER'S COMPENSATION	383	383	0.00	418.00	95.49	0.00	109.14	(35.00)
-525-070 UNEMPLOYMENT COMPENSATION	135	135	0.00	0.00	0.00	0.00	0.00	135.00
-525-080 CONTRACT LABOR - HR	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-525-095 TERMINATION PAYOUT	0	0	0.00	0.00	1,489.64	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	116,806	116,806	9,514.79	25,547.49	2,634.06	0.00	21.87	91,258.51

CITY OF WINCREST
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ER EXPENSES								
-525-120 DUES & SUBSCRIPTIONS	1,000	1,000	0.00	0.00	0.00	0.00	0.00	1,000.00
-525-121 ADP Contract	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-525-130 BONDS & TRAINING	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-525-140 EMPLOY. SCREENING & RECRUITM	0	0	0.00	0.00	4,010.25	0.00	0.00	0.00
-525-150 MOVING EXPENSE - CITY MGR	10,000	10,000	0.00	10,000.00	0.00	0.00	100.00	0.00
-525-420 OFFICE SUPPLIES	1,200	1,200	0.00	24.36	0.00	0.00	2.03	1,175.64
-525-430 HR SUPPLIES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-525-640 EMPLOYEE RECOGNITION	0	0	0.00	900.00	0.00	0.00	0.00 (	900.00)
-525-645 MEALS & ENTERTAINMENT	500	500	0.00	250.00	0.00	0.00	50.00	250.00
-525-650 VEHICLE EXPENSE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-525-655 Cell Phone Allowance	1,440	1,440	110.78	276.95	0.00	0.00	19.23	1,163.05
TOTAL OTHER EXPENSES	14,140	14,140	110.78	11,451.31	4,010.25	0.00	80.99	2,688.69
IAL 25-CITY MANAGEMENT	130,946	130,946	9,625.57	36,998.80	6,644.31	0.00	28.26	93,947.20
POST OFFICE								

ARIES & BENEFITS								
-527-010 POST OFFICE SALARIES	10,296	10,296	803.05	1,979.34	5,114.33	0.00	19.22	8,316.66
-527-011 LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-527-012 STIPEND	250	250	0.00	536.84	0.00	0.00	214.74 (	286.84)
-527-015 P. O. INCENTIVE PAY-BILINGUA	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-527-020 OVERTIME - POST OFFICE	675	675	0.00	0.00	0.00	0.00	0.00	675.00
-527-030 SOCIAL SECURITY	858	858	61.42	204.37	391.22	0.00	23.82	653.63
-527-040 HEALTH INSURANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-527-050 RETIREMENT	0	0	0.00	0.00 (	136.77)	0.00	0.00	0.00
-527-060 WORKER'S COMPENSATION	44	44	0.00	45.30	38.19	0.00	102.95 (	1.30)
-527-070 UNEMPLOYMENT COMPENSATION	135	135	0.00	0.00	0.00	0.00	0.00	135.00
-527-095 TERMINATION PAY-OUT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	12,258	12,258	864.47	2,765.85	5,406.97	0.00	22.56	9,492.15
ER EXPENSES								
-527-120 DUES & SUBSCRIPTIONS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-527-130 BONDS & TRAINING	300	300	0.00	0.00	0.00	0.00	0.00	300.00
-527-420 OFFICE SUPPLIES - POST OFFIC	2,500	2,500	418.10	797.10	550.48	0.00	31.88	1,702.90
-527-421 CONTRACT / SEASONAL HELP	5,000	5,000	178.80	320.64	0.00	0.00	6.41	4,679.36
-527-590 POSTAGE - POST OFFICE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-527-600 OFFICE EQUIPMENT & MAINTENAN	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-527-610 OFFICE EQUIPMENT LEASE	3,200	3,200	263.00	789.00	802.15	0.00	24.66	2,411.00
-527-700 CONTINGENCIES	300	300	0.00	0.00	0.00	0.00	0.00	300.00
-527-710 INVENTORY ADJUSTMENTS	400	400	0.00	0.00	0.00	0.00	0.00	400.00
TOTAL OTHER EXPENSES	11,700	11,700	859.90	1,906.74	1,352.63	0.00	16.30	9,793.26
ITAL EXPENSES								
-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

CITY OF WINCREST
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ARTMENTAL EXPENDITURES								
IAL 27-POST OFFICE	23,958	23,958	1,724.37	4,672.59	6,759.60	0.00	19.50	19,285.41
HUMAN RESOUCES								
ER EXPENSES								
-528-121 ADP Contract	0	0	0.00	3,640.43	0.00	0.00	0.00 (	3,640.43)
-528-140 EMPLOYMENT SCREENING/RECRUIT	13,500	13,500	0.00	1,968.40	0.00	0.00	14.58	11,531.60
-528-141 ADP SERVICES	38,000	38,000	3,650.37	7,583.99	0.00	0.00	19.96	30,416.01
-528-142 RECOGNITION PROGRAM	2,200	2,200	0.00	0.00	0.00	0.00	0.00	2,200.00
-528-143 EMPLOYEE WELLNESS PROGRAM	2,000	2,000	0.00	0.00	0.00	0.00	0.00	2,000.00
TOTAL OTHER EXPENSES	55,700	55,700	3,650.37	13,192.82	0.00	0.00	23.69	42,507.18
IAL 28-HUMAN RESOUCES	55,700	55,700	3,650.37	13,192.82	0.00	0.00	23.69	42,507.18
MERIT INCREASES								
ARIES & BENEFITS								
-529-010 MERIT INCREASE SALARIES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-529-030 SOCIAL SECURITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-529-050 RETIREMENT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-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
IAL 29-MERIT INCREASES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
ENERAL EXPENDITURES								
ARIES & BENEFITS								
-500-030 SOCIAL SECURITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-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
IAL 00-GENERAL EXPENDITURES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
AL EXPENDITURES	4,394,818	4,394,818	304,917.39	1,135,754.90	991,912.24	0.00	25.84	3,259,063.10
ENUE OVER/(UNDER) EXPENDITURES	426,931	426,931	532,406.71	522,275.45	636,563.83	0.00	122.33 (	95,344.45)

BALANCE SHEET

AS OF: DECEMBER 31ST, 2011

-GARBAGE FUND

OUNT #	ACCOUNT DESCRIPTION	BALANCE
ETS		

-1100	CASH	38,723.04
-1102	CLAIM ON CASH	187,261.90
-1105	SAVINGS	14,595.24
-1115	INVESTMENT - TEXPOOL	32,488.11
-1315	DUE FROM GENERAL FUND	0.00
-1601	A/R-COMMERCIAL GARBAGE	34,312.92
-1605	A/R-RESIDENTIAL GARBAGE	(225,817.34)
-1606	ALLOW FOR DOUBTFUL ACCTS	(2,389.96)
-1607	A/R-RECYCLING INCOME	0.00
-1608	A/R - UNAPPLIED CREDITS	(1,831.73)
-1610	A/R-ACCRUED INTEREST	0.00
		77,342.18
TOTAL ASSETS		77,342.18
		=====
LIABILITIES		
=====		
-2315	DUE TO GENERAL FUND	(8,863.23)
-2400	A/P PENDING	67.18
-2410	A/P-SALES TAX	13,911.85
-2415	A/P-GARBAGE CONTRACTOR	64,809.15
-2420	DEFERRED REVENUE-RESIDENT	(266,718.91)
TOTAL LIABILITIES		(196,793.96)
ITY		

-3201	FUND BALANCE	86,149.02
TOTAL BEGINNING EQUITY		86,149.02
TOTAL REVENUE		332,210.01
TOTAL EXPENSES		144,222.89
TOTAL INCREASE/(DECREASE) IN FUND BAL.		187,987.12
TOTAL EQUITY & FUND BALANCE		274,136.14
TOTAL LIABILITIES, EQUITY & FUND BALANCE		77,342.18
		=====

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2011

-GARBAGE FUND

% OF YEAR COMPLETED: 25.00

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY								
ALL REVENUES	882,815	882,815	28,690.46	332,210.01	224,679.96	0.00	37.63	550,605.07
ALL REVENUES	882,815	882,815	28,690.46	332,210.01	224,679.96	0.00	37.63	550,605.07
EXPENDITURE SUMMARY								
GENERAL EXPENDITURES								
SALARIES & BENEFITS	882,815	882,815	201.54	120,472.89	200,412.64	0.00	13.65	762,342.44
OTHER EXPENSES	100,000	100,000	0.00	0.00	0.00	0.00	0.00	100,000.00
OTHER INCOME/EXPENSES	0	0	23,750.00	23,750.00	101,195.49	0.00	0.00	(23,750.00)
TOTAL 00-GENERAL EXPENDITURES	982,815	982,815	23,951.54	144,222.89	301,608.13	0.00	14.67	838,592.44
ALL EXPENDITURES	982,815	982,815	23,951.54	144,222.89	301,608.13	0.00	14.67	838,592.44
REVENUE OVER/ (UNDER) EXPENDITURES	(100,000)	(100,000)	4,738.92	187,987.12	(76,928.17)	0.00	187.99-	(287,987.37)

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2011

-GARBAGE FUND

% OF YEAR COMPLETED: 25.00

ENUES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
-4101 INCOME-COMMERCIAL	373,476	373,476	27,422.45	84,057.83	98,041.65	0.00	22.51	289,418.17
-4105 INCOME-RESIDENTIAL	492,812	492,812	980.38	242,523.67	120,988.96	0.00	49.21	250,288.33
-4107 INCOME-RECYCLING	248	248	15.78	39.73	66.08	0.00	15.99	208.69
-4110 INCOME-LATE CHARGE	16,268	16,268	250.83	5,565.92	5,451.95	0.00	34.21	10,702.08
-4115 INCOME-INTEREST	11	11	0.46	2.30	4.39	0.00	21.58	8.36
-4130 INCOME - MISCELLANEOUS	0	0	20.56	20.56	126.93	0.00	0.00 (	20.56)
 AL REVENUES	 882,815	 882,815	 28,690.46	 332,210.01	 224,679.96	 0.00	 37.63	 550,605.07

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2011

-GARBAGE FUND

% OF YEAR COMPLETED: 25.00

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
GENERAL EXPENDITURES								

SALARIES & BENEFITS								
-500-010 EXPENSES-COMMERCIAL	365,651	365,651	0.00	50,566.27	62,942.69	0.00	13.83	315,085.16
-500-020 EXPENSES-RESIDENTIAL	420,656	420,656	201.54	69,906.62	71,451.56	0.00	16.62	350,749.38
-500-030 EXPENSES-ADMINISTRATIVE	95,000	95,000	0.00	0.00	66,018.39	0.00	0.00	95,000.00
-500-040 EXPENSES-BAD DEBT	1,508	1,508	0.00	0.00	0.00	0.00	0.00	1,507.90
-500-050 EXPENSES-MED.WASTE & CLEAN U	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	882,815	882,815	201.54	120,472.89	200,412.64	0.00	13.65	762,342.44
OTHER EXPENSES								
-500-591 EXPENSE - ALLY REPAIR	90,000	90,000	0.00	0.00	0.00	0.00	0.00	90,000.00
-500-592 EXPENSES - ADDITIONAL CITY S	10,000	10,000	0.00	0.00	0.00	0.00	0.00	10,000.00
TOTAL OTHER EXPENSES	100,000	100,000	0.00	0.00	0.00	0.00	0.00	100,000.00
OTHER INCOME/EXPENSES								
-500-900 EXPENSES-TRANSFER GENERAL FU	0	0	23,750.00	23,750.00	101,195.49	0.00	0.00 (	23,750.00)
TOTAL OTHER INCOME/EXPENSES	0	0	23,750.00	23,750.00	101,195.49	0.00	0.00 (	23,750.00)
TOTAL 00-GENERAL EXPENDITURES								
	982,815	982,815	23,951.54	144,222.89	301,608.13	0.00	14.67	838,592.44
TOTAL EXPENDITURES								
	982,815	982,815	23,951.54	144,222.89	301,608.13	0.00	14.67	838,592.44
BUDGET OVER/ (UNDER) EXPENDITURES								
(100,000) (	100,000)		4,738.92	187,987.12 (	76,928.17)	0.00	187.99-(	287,987.37)

BALANCE SHEET

AS OF: DECEMBER 31ST, 2011

-ECONOMIC DEVELOPMENT CORP

COUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
-1102	CLAIM ON CASH	134,159.41
-1105	CASH - CHECKING	76,658.77
-1106	Savings - TLF Proceeds	1,600,018.15
-1115	INVESTMENTS-TEXPOOL#15900001	4.54
-1116	INVESTMENTS-TEXPOOL#15900003	0.00
-1315	DUE FROM GENERAL FUND	0.00
-1375	DUE FROM HOT FUND	0.00
-1510	A/R SALES TAX	28,486.76
		1,839,327.63
TOTAL ASSETS		1,839,327.63
=====		
LIABILITIES		
=====		
-2315	DUE TO GENERAL FUND	10,600.44
-2320	DUE TO TAXING ENTITIES	0.00
-2400	A/P PENDING	7,211.06
-2401	ACCOUNTS PAYABLE	0.00
-2402	ALAMO TITLE ESCROW FUNDS	0.00
-2410	A/P - SALES TAX	6,199.13
	TOTAL LIABILITIES	11,612.37
=====		
EQUITY		
=====		
-3201	FUND BALANCE	1,840,685.62
	TOTAL BEGINNING EQUITY	1,840,685.62
=====		
TOTAL REVENUE		57,541.69
TOTAL EXPENSES		70,512.05
TOTAL INCREASE/(DECREASE) IN FUND BAL.		(12,970.36)
TOTAL EQUITY & FUND BALANCE		1,827,715.26
TOTAL LIABILITIES, EQUITY & FUND BALANCE		1,839,327.63
=====		

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2011

-ECONOMIC DEVELOPMENT CORP

% OF YEAR COMPLETED: 25.00

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY								
LOCAL REVENUES	411,811	411,811	26,465.06	57,541.69	80,528.12	0.00	13.97	354,269.31
LOCAL REVENUES	411,811	411,811	26,465.06	57,541.69	80,528.12	0.00	13.97	354,269.31
 EXPENDITURE SUMMARY								
 GENERAL EXPENDITURES								
SALARIES & BENEFITS	87,445	87,445	0.00	0.00	31,272.16	0.00	0.00	87,445.00
OTHER EXPENSES	52,018	52,018	2,500.00	8,456.83	325.62	0.00	16.26	43,561.17
CAPITAL EXPENSES	1,667,126	1,667,126	39,061.82	62,055.22	0.00	0.00	3.72	1,605,070.78
OTHER INCOME/EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-GENERAL EXPENDITURES	1,806,589	1,806,589	41,561.82	70,512.05	31,597.78	0.00	3.90	1,736,076.95
LOCAL EXPENDITURES	1,806,589	1,806,589	41,561.82	70,512.05	31,597.78	0.00	3.90	1,736,076.95
 REVENUE OVER/(UNDER) EXPENDITURES								
	(1,394,778)	(1,394,778)	(15,096.76)	(12,970.36)	48,930.34	0.00	0.93	(1,381,807.64)

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: DECEMBER 31ST, 2011

-ECONOMIC DEVELOPMENT CORP

% OF YEAR COMPLETED: 25.00

ENUES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
-4105 INCOME - OTHER	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-4110 INCOME - OTHER (HOT)	43,454	43,454	0.00	0.00	0.00	0.00	0.00	43,454.00
-4111 INCOME - OTHER (GEN.FUND)	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-4112 INCOME-WALZEM RD GRANT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-4113 INCOME-CORPORATE DONATIONS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-4115 SALES TAX (.25)	367,857	367,857	26,452.19	57,517.40	80,525.53	0.00	15.64	310,339.60
-4301 INTEREST	500	500	12.87	24.29	2.59	0.00	4.86	475.71
-4900 PROCEEDS FROM CAPITAL LEASE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
 4L REVENUES	 411,811	 411,811	 26,465.06	 57,541.69	 80,528.12	 0.00	 13.97	 354,269.31

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2011

-ECONOMIC DEVELOPMENT CORP

% OF YEAR COMPLETED: 25.00

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
GENERAL EXPENDITURES								
SALARIES & BENEFITS								
-500-009 SALARIES - EDC	70,000	70,000	0.00	0.00	24,644.87	0.00	0.00	70,000.00
-500-010 ADMINISTRATIVE EXPENSES	0	0	0.00	0.00	61.00	0.00	0.00	0.00
-500-011 EDC LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-500-013 STIPEND	500	500	0.00	0.00	0.00	0.00	0.00	500.00
-500-018 EDC EDUCATION PAY	5,393	5,393	0.00	0.00	173.10	0.00	0.00	5,393.00
-500-020 EDC OVERTIME	0	0	0.00	0.00	56.06	0.00	0.00	0.00
-500-030 SOCIAL SECURITY-EDC	0	0	0.00	0.00	2,082.82	0.00	0.00	0.00
-500-040 HEALTH INSURANCE-EDC	5,231	5,231	0.00	0.00	351.21	0.00	0.00	5,231.00
-500-050 RETIREMENT-EDC	5,908	5,908	0.00	0.00	2,181.91	0.00	0.00	5,908.00
-500-060 WORKERS COMPENSATION-EDC	278	278	0.00	0.00	127.32	0.00	0.00	278.00
-500-070 UNEMPLOYMENT COMPENSATION	135	135	0.00	0.00	0.00	0.00	0.00	135.00
-500-080 CONTRACT LABOR	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-500-095 TERMINATION PAYOUT	0	0	0.00	0.00	1,593.87	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	87,445	87,445	0.00	0.00	31,272.16	0.00	0.00	87,445.00
OTHER EXPENSES								
-500-100 PUBLIC RELATION FEES-GENERAL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-500-115 MOBILE TELEPHONE	1,889	1,889	0.00	0.00	0.00	0.00	0.00	1,889.00
-500-120 DUES & SUBSCRIPTIONS	1,305	1,305	0.00	0.00	345.00	0.00	0.00	1,305.00
-500-130 TRAINING	2,454	2,454	0.00	0.00	1,150.00	0.00	0.00	2,454.00
-500-132 TRAVEL	2,231	2,231	0.00	0.00	270.80	0.00	0.00	2,231.00
-500-135 MEALS & ENTERTAINMENT	2,189	2,189	0.00	0.00	35.50	0.00	0.00	2,189.00
-500-200 COMPUTER MAINTENANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-500-201 WEBSITE MAINTENANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-500-250 LEGAL EXPENSES	30,000	30,000	2,500.00	7,500.00	0.00	0.00	25.00	22,500.00
-500-290 AUDIT	4,000	4,000	0.00	0.00	0.00	0.00	0.00	4,000.00
-500-430 SUPPLIES	1,952	1,952	0.00	0.00	30.44	0.00	0.00	1,952.00
-500-440 ELECTION EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-500-510 VEHICLE EXPENSE-EDC	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-500-515 HEALTH EXPENSE ALLOW-DIRECTOR	0	0	0.00	0.00	692.30	0.00	0.00	0.00
-500-520 MOVING EXPENSE-DIRECTOR	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-500-540 VEHICLE FUEL	146	146	0.00	0.00	26.00	0.00	0.00	146.00
-500-590 POSTAGE	145	145	0.00	0.00	0.00	0.00	0.00	145.00
-500-630 LEGAL ADVERTISING	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-500-640 COPIER USAGE	833	833	0.00	956.83	0.00	0.00	114.87	123.83
-500-650 WALZEM RD GRANT EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-500-700 CONTINGENCIES	4,874	4,874	0.00	0.00	75.58	0.00	0.00	4,874.00
TOTAL OTHER EXPENSES	52,018	52,018	2,500.00	8,456.83	325.62	0.00	16.26	43,561.17
CAPITAL EXPENSES								
-500-800 EDC PROJECTS	46,170	46,170	0.00	0.00	0.00	0.00	0.00	46,170.00
-500-801 PROMOTING WINCREST	35,980	35,980	0.00	0.00	0.00	0.00	0.00	35,980.00
-500-810 CAPITAL EXPENSE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-500-890 TLF LOAN PAYMENTS	134,976	134,976	22,493.40	44,986.80	0.00	0.00	33.33	89,989.20

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2011

-ECONOMIC DEVELOPMENT CORP

% OF YEAR COMPLETED: 25.00

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
-500-891 RACKER ROAD PROJECT	1,450,000	1,450,000	16,568.42	17,068.42	0.00	0.00	1.18	1,432,931.58
TOTAL CAPITAL EXPENSES	1,667,126	1,667,126	39,061.82	62,055.22	0.00	0.00	3.72	1,605,070.78
OTHER INCOME/EXPENSES								
-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	1,806,589	1,806,589	41,561.82	70,512.05	31,597.78	0.00	3.90	1,736,076.95
TOTAL EXPENDITURES	1,806,589	1,806,589	41,561.82	70,512.05	31,597.78	0.00	3.90	1,736,076.95
CHANGE OVER/ (UNDER) EXPENDITURES	(1,394,778)	(1,394,778)	(15,096.76)	(12,970.36)	48,930.34	0.00	0.93	(1,381,807.64)

BALANCE SHEET

AS OF: DECEMBER 31ST, 2011

-HOTEL/MOTEL TAX FUND

COUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
-1102	CLAIM ON CASH	(13,269.52)
-1105	SAVINGS	114,463.95
-1115	INVESTMENTS	0.00
-1315	DUE FROM GENERAL FUND	0.00
-1357	DUE FROM TEXAS TAX NOTE FUND	0.00
-1515	A/R - ACCRUED INTEREST	0.00
-1550	A/R - MISCELLANEOUS	0.00
		101,194.43
TOTAL ASSETS		101,194.43
		=====
LIABILITIES		
=====		
-2315	DUE TO GENERAL FUND	0.00
-2357	DUE TO TEXAS TAX NOTES FUND	0.00
-2375	DUE TO EDC FUND	0.00
-2400	A/P PENDING	0.00
TOTAL LIABILITIES		0.00
EQUITY		
=====		
-3201	FUND BALANCE	126,528.77
TOTAL BEGINNING EQUITY		126,528.77
TOTAL REVENUE		32,710.66
TOTAL EXPENSES		58,045.00
TOTAL INCREASE/(DECREASE) IN FUND BAL.		(25,334.34)
TOTAL EQUITY & FUND BALANCE		101,194.43
TOTAL LIABILITIES, EQUITY & FUND BALANCE		101,194.43
		=====

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2011

-HOTEL/MOTEL TAX FUND

% OF YEAR COMPLETED: 25.00

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY								
LOCAL REVENUES	162,009	162,009	8,884.51	32,710.66	33,971.60	0.00	20.19	129,298.34
STATE REVENUES	162,009	162,009	8,884.51	32,710.66	33,971.60	0.00	20.19	129,298.34
EXPENDITURE SUMMARY								
GENERAL EXPENDITURES								
SALARIES & BENEFITS	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 00-GENERAL EXPENDITURES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
STATE EXPENDITURES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
REVENUE OVER/ (UNDER) EXPENDITURES	162,009	162,009	8,884.51	32,710.66	33,971.60	0.00	20.19	129,298.34

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2011

-HOTEL/MOTEL TAX FUND

% OF YEAR COMPLETED: 25.00

ENUES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
-4101 INCOME-HOT	162,000	162,000	8,883.54	32,707.78	33,970.27	0.00	20.19	129,292.22
-4105 INCOME-OTHER	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-4115 INCOME-INTEREST	9	9	0.97	2.88	1.33	0.00	32.00	6.12
AL REVENUES	162,009	162,009	8,884.51	32,710.66	33,971.60	0.00	20.19	129,298.34

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2011

-HOTEL/MOTEL TAX FUND

% OF YEAR COMPLETED: 25.00

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
GENERAL EXPENDITURES								
SALARIES & BENEFITS								
-500-040 ADVERTISING & PROMOTION	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-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
CAPITAL EXPENSES								
-500-800 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 00-GENERAL EXPENDITURES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
BUDGET OVER/ (UNDER) EXPENDITURES	162,009	162,009	8,884.51	32,710.66	33,971.60	0.00	20.19	129,298.34

BALANCE SHEET

AS OF: DECEMBER 31ST, 2011

-DEBT SERVICE

COUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
=====		
-1102	CLAIM ON CASH	24,447.91
-1105	SAVINGS	30,786.82
-1115	INVESTMENTS	473.46
-1315	DUE FROM GENERAL FUND	0.00
-1356	DUE FROM HOTEL/MOTEL TAX FND	0.00
-1515	A/R - ACCRUED INTEREST	0.00
-1550	A/R - MISCELLANEOUS	0.00
		55,708.19
TOTAL ASSETS		55,708.19
		=====
LIABILITIES		
=====		
-2315	DUE TO GENERAL FUND	94,130.27
-2356	DUE TO HOTEL/MOTEL TAX FUND	0.00
-2400	A/P PENDING	0.00
TOTAL LIABILITIES		94,130.27
EQUITY		
=====		
-3201	FUND BALANCE	(87,460.79)
TOTAL BEGINNING EQUITY		(87,460.79)
TOTAL REVENUE		72,334.46
TOTAL EXPENSES		23,295.75
TOTAL INCREASE/(DECREASE) IN FUND BAL.		49,038.71
TOTAL EQUITY & FUND BALANCE		(38,422.08)
TOTAL LIABILITIES, EQUITY & FUND BALANCE		55,708.19
		=====

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2011

-DEBT SERVICE

% OF YEAR COMPLETED: 25.00

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY								
ALL REVENUES	361,157	361,157	0.24	72,334.46	191,104.47	0.00	20.03	288,822.51
ALL REVENUES	361,157	361,157	0.24	72,334.46	191,104.47	0.00	20.03	288,822.51
 EXPENDITURE SUMMARY								
GENERAL EXPENDITURES								
OTHER EXPENSES	476,592	476,592	0.00	23,295.75	30,537.50	0.00	4.89	453,296.25
TOTAL 00-GENERAL EXPENDITURES	476,592	476,592	0.00	23,295.75	30,537.50	0.00	4.89	453,296.25
ALL EXPENDITURES	476,592	476,592	0.00	23,295.75	30,537.50	0.00	4.89	453,296.25
REVENUE OVER/(UNDER) EXPENDITURES	(115,435)	(115,435)	0.24	49,038.71	160,566.97	0.00	42.48-	164,473.74)

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2011

-DEBT SERVICE

% OF YEAR COMPLETED: 25.00

ENUES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
-4101 INCOME - TAX NOTES PROCEEDS	0	0	0.00	48,922.88	0.00	0.00	0.00	(48,922.88)
-4105 INCOME - OTHER	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-4115 INCOME - INTEREST	1	1	0.24	0.71	0.00	0.00	59.17	0.49
-4116 INCOME - SALES TAX (.25)	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-4117 AD VALOREM TAX (I&S .073841)	361,156	361,156	0.00	23,410.87	191,104.47	0.00	6.48	337,744.90
 AL REVENUES	 361,157	 361,157	 0.24	 72,334.46	 191,104.47	 0.00	 20.03	 288,822.51

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2011

-DEBT SERVICE

% OF YEAR COMPLETED: 25.00

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
GENERAL EXPENDITURES								
=====								
OTHER EXPENSES								
-500-200 TAX NOTE PRINCIPAL EXPENSE	430,000	430,000	0.00	0.00	0.00	0.00	0.00	430,000.00
-500-210 TAX NOTE INTEREST EXPENSE	46,592	46,592	0.00	23,295.75	30,537.50	0.00	50.00	23,296.25
-500-350 NOTE ISSUANCE COSTS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-500-400 PAY AGENT/REGISTRAR FEES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER EXPENSES	476,592	476,592	0.00	23,295.75	30,537.50	0.00	4.89	453,296.25
TOTAL 00-GENERAL EXPENDITURES	476,592	476,592	0.00	23,295.75	30,537.50	0.00	4.89	453,296.25
TOTAL EXPENDITURES	476,592	476,592	0.00	23,295.75	30,537.50	0.00	4.89	453,296.25
AMOUNT OVER/(UNDER) EXPENDITURES	(115,435) (	115,435)	0.24	49,038.71	160,566.97	0.00	42.48-(	164,473.74)

BALANCE SHEET

AS OF: DECEMBER 31ST, 2011

-WCC&PD FUND

OUNT #	ACCOUNT DESCRIPTION	BALANCE
ETS		
=====		
-1102	CLAIM ON CASH	(147,002.16)
-1105	CASH - SAVINGS	309,175.49
-1210	PREPAID MAINTENANCE	0.00
-1315	DUE FROM GENERAL FUND	0.00
-1510	A/R-SALES TAX	31,187.47
-1515	A/R - MISC.	0.00
		193,360.80
TOTAL ASSETS		193,360.80
=====		
LIABILITIES		
=====		
-2315	DUE TO GENERAL FUND	62,845.28
-2400	A/P PENDING	73.39
-2410	A/P - SALES TAX	(6,199.13)
TOTAL LIABILITIES		56,719.54
ITY		
=====		
-3201	FUND BALANCE	180,039.62
TOTAL BEGINNING EQUITY		180,039.62
TOTAL REVENUE		69,996.49
TOTAL EXPENSES		113,394.85
TOTAL INCREASE/(DECREASE) IN FUND BAL.		(43,398.36)
TOTAL EQUITY & FUND BALANCE		136,641.26
TOTAL LIABILITIES, EQUITY & FUND BALANCE		193,360.80
=====		

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2011

-WCC&PD FUND

% OF YEAR COMPLETED: 25.00

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY								
TOTAL REVENUES	378,265	378,265	34,124.03	69,996.49	90,453.81	0.00	18.50	308,268.51
TOTAL REVENUES	378,265	378,265	34,124.03	69,996.49	90,453.81	0.00	18.50	308,268.51
EXPENDITURE SUMMARY								
GENERAL EXPENDITURES								
SALARIES & BENEFITS	207,712	207,712	17,979.79	49,497.95	37,237.01	0.00	23.83	158,214.05
OTHER EXPENSES	136,556	136,556	73.39	63,714.40	72,187.04	0.00	46.66	72,841.60
CAPITAL EXPENSES	82,250	82,250	0.00	182.50	0.00	0.00	0.22	82,067.50
OTHER INCOME/EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-GENERAL EXPENDITURES	426,518	426,518	18,053.18	113,394.85	109,424.05	0.00	26.59	313,123.15
TOTAL EXPENDITURES	426,518	426,518	18,053.18	113,394.85	109,424.05	0.00	26.59	313,123.15
REVENUE OVER/(UNDER) EXPENDITURES	(48,253)	(48,253)	16,070.85	(43,398.36)	(18,970.24)	0.00	89.94	(4,854.64)

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2011

-WCC&PD FUND

% OF YEAR COMPLETED: 25.00

ENUES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
-4101 INCOME - SALES TAX	378,250	378,250	34,121.74	69,990.56	90,450.54	0.00	18.50	308,259.44
-4102 INCOME-K9 DONATIONS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-4105 INCOME - OTHER	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-4115 INCOME - INTEREST	15	15	2.29	5.93	3.27	0.00	39.53	9.07
-4120 PROCEEDS FROM GUN SALES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-4900 PROCEEDS FROM CAPITAL LEASE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
AL REVENUES	378,265	378,265	34,124.03	69,996.49	90,453.81	0.00	18.50	308,268.51

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2011

-WCC&PD FUND

% OF YEAR COMPLETED: 25.00

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
GENERAL EXPENDITURES								
SALARIES & BENEFITS								
-500-009 SALARIES	140,156	140,156	11,763.02	28,681.09	27,773.23	0.00	20.46	111,474.91
-500-010 ADMINISTRATIVE EXPENSE	2,000	2,000	0.00	0.00	0.00	0.00	0.00	2,000.00
-500-011 LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-500-013 STIPEND	2,000	2,000	0.00	2,332.22	0.00	0.00	116.61 (	332.22)
-500-014 SPECIAL ASSIGNMENT PAY K-9	4,500	4,500	230.78	576.95	576.90	0.00	12.82	3,923.05
-500-015 INCENTIVE PAY-BILING & SHIFT	2,200	2,200	46.16	184.64	258.35	0.00	8.39	2,015.36
-500-017 CERTIFICATION PAY	900	900	115.40	242.34	288.50	0.00	26.93	657.66
-500-018 EDUCATION PAY	300	300	0.00	0.00	0.00	0.00	0.00	300.00
-500-019 TUITION REIMBURSEMENT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-500-020 OVERTIME	5,600	5,600	813.84	2,841.35	958.32	0.00	50.74	2,758.65
-500-021 7K HOURS	0	0	219.22	631.89	352.04	0.00	0.00 (	631.89)
-500-030 SOCIAL SECURITY	11,793	11,793	1,018.32	3,230.97	2,276.77	0.00	27.40	8,562.03
-500-040 HEALTH INSURANCE	21,347	21,347	1,453.64	4,361.15	1,404.84	0.00	20.43	16,985.85
-500-050 RETIREMENT	13,011	13,011	2,319.41	6,415.35	2,431.42	0.00	49.31	6,595.65
-500-060 WORKERS COMPENSATION	3,365	3,365	0.00	0.00	916.64	0.00	0.00	3,365.00
-500-070 UNEMPLOYMENT COMPENSATION	540	540	0.00	0.00	0.00	0.00	0.00	540.00
TOTAL SALARIES & BENEFITS	207,712	207,712	17,979.79	49,497.95	37,237.01	0.00	23.83	158,214.05
OTHER EXPENSES								
-500-130 BONDS & TRAINING	6,075	6,075	0.00	0.00	500.00	0.00	0.00	6,075.00
-500-250 LEGAL EXPENSE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-500-290 AUDIT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-500-420 OFFICE SUPPLIES	500	500	0.00	0.00	0.00	0.00	0.00	500.00
-500-430 JUVENILE PROG.FEES & SUPPLIE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-500-435 K-9 PROGRAM EXPENSES	5,000	5,000	36.57	519.53	767.83	0.00	10.39	4,480.47
-500-440 ELECTION EXPENSE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-500-450 SYSTEM ACCESS FEE	10,072	10,072	0.00	0.00	0.00	0.00	0.00	10,072.00
-500-480 UNIFORMS	2,000	2,000	36.82	471.25	114.68	0.00	23.56	1,528.75
-500-500 MISC. CRIME PREVENTION	5,000	5,000	0.00	0.00	0.00	0.00	0.00	5,000.00
-500-515 VEHICLE LEASE	0	0	0.00	0.00	7,804.20	0.00	0.00	0.00
-500-516 EQUIP.LEASE-DISPATCH & POL.R	62,625	62,625	0.00	62,623.74	62,622.74	0.00	100.00	1.26
-500-517 MAINTENANCE ON EQUIPMENT	45,284	45,284	0.00	99.88	377.59	0.00	0.22	45,184.12
TOTAL OTHER EXPENSES	136,556	136,556	73.39	63,714.40	72,187.04	0.00	46.66	72,841.60
CAPITAL EXPENSES								
-500-800 CAPITAL EXPENDITURES	82,250	82,250	0.00	182.50	0.00	0.00	0.22	82,067.50
TOTAL CAPITAL EXPENSES	82,250	82,250	0.00	182.50	0.00	0.00	0.22	82,067.50
OTHER INCOME/EXPENSES								
-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	426,518	426,518	18,053.18	113,394.85	109,424.05	0.00	26.59	313,123.15

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2011

-WCC&PD FUND

% OF YEAR COMPLETED: 25.00

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
ARTMENTAL EXPENDITURES								
AL EXPENDITURES	426,518	426,518	18,053.18	113,394.85	109,424.05	0.00	26.59	313,123.15
ENUE OVER/ (UNDER) EXPENDITURES	(48,253) (	48,253)	16,070.85 (	43,398.36) (	18,970.24)	0.00	89.94 (	4,854.64)

BALANCE SHEET

AS OF: DECEMBER 31ST, 2011

-CAPITAL PROJECTS STREETS

COUNT #	ACCOUNT DESCRIPTION	BALANCE
ETS		
=====		
-1102	CLAIM ON CASH	166,540.45
-1105	CASH - SAVINGS	58,265.90
-1115	INVESTMENTS-TEXPOOL #159000002	10,220.66
-1116	INVESTMENTS-TEXPOOL#159000001	215,928.10
-1315	DUE FROM GENERAL FUND	0.00
-1510	A/R-SALES TAX	28,486.76
		479,441.87
TOTAL ASSETS		479,441.87
=====		
LIABILITIES		
=====		
-2315	DUE TO GENERAL FUND	(26,376.68)
-2400	A/P PENDING	7,211.06
-2410	A/P - SALES TAX	0.00
TOTAL LIABILITIES		(19,165.62)
EQUITY		
=====		
-3201	FUND BALANCE	453,545.63
TOTAL BEGINNING EQUITY		453,545.63
TOTAL REVENUE		57,519.43
TOTAL EXPENSES		12,457.57
TOTAL INCREASE/(DECREASE) IN FUND BAL.		45,061.86
TOTAL EQUITY & FUND BALANCE		498,607.49
TOTAL LIABILITIES, EQUITY & FUND BALANCE		479,441.87
=====		

CITY OF WINCREST
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: DECEMBER 31ST, 2011

-CAPITAL PROJECTS STREETS

% OF YEAR COMPLETED: 25.00

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY								
TOTAL REVENUES	367,859	367,859	26,452.64	57,519.43	80,580.81	0.00	15.64	310,339.57
TOTAL REVENUES	367,859	367,859	26,452.64	57,519.43	80,580.81	0.00	15.64	310,339.57
EXPENDITURE SUMMARY								
GENERAL EXPENDITURES								
SALARIES & BENEFITS	0	0	0.00	12,457.57	0.00	0.00	0.00	(12,457.57)
CAPITAL EXPENSES	240,000	240,000	0.00	0.00	9,524.71	0.00	0.00	240,000.00
TOTAL 00-GENERAL EXPENDITURES	240,000	240,000	0.00	12,457.57	9,524.71	0.00	5.19	227,542.43
TOTAL EXPENDITURES	240,000	240,000	0.00	12,457.57	9,524.71	0.00	5.19	227,542.43
REVENUE OVER/(UNDER) EXPENDITURES	127,859	127,859	26,452.64	45,061.86	71,056.10	0.00	35.24	82,797.14

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2011

-CAPITAL PROJECTS STREETS

% OF YEAR COMPLETED: 25.00

ENUES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
-4101 INCOME - TAX NOTES PROCEEDS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-4105 INCOME - OTHER	0	0	0.00	0.00	0.10	0.00	0.00	0.00
-4115 INCOME - INTEREST	2	2	0.45	2.03	55.18	0.00	101.50 (	0.03)
-4116 INCOME-SALES TAX (.25)	367,857	367,857	26,452.19	57,517.40	80,525.53	0.00	15.64	310,339.60
AL REVENUES	367,859	367,859	26,452.64	57,519.43	80,580.81	0.00	15.64	310,339.57

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: DECEMBER 31ST, 2011

-CAPITAL PROJECTS STREETS

% OF YEAR COMPLETED: 25.00

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
GENERAL EXPENDITURES								
=====								
SALARIES & BENEFITS								
-500-050 MISCELLANEOUS EXPENSE	0	0	0.00	12,457.57	0.00	0.00	0.00 (	12,457.57)
TOTAL SALARIES & BENEFITS	0	0	0.00	12,457.57	0.00	0.00	0.00 (	12,457.57)
CAPITAL EXPENSES								
-500-800 CAPITAL EXPENDITURES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
-500-810 STREET MAINTENANCE	240,000	240,000	0.00	0.00	9,524.71	0.00	0.00	240,000.00
TOTAL CAPITAL EXPENSES	240,000	240,000	0.00	0.00	9,524.71	0.00	0.00	240,000.00
TOTAL 00-GENERAL EXPENDITURES	240,000	240,000	0.00	12,457.57	9,524.71	0.00	5.19	227,542.43
TOTAL EXPENDITURES	240,000	240,000	0.00	12,457.57	9,524.71	0.00	5.19	227,542.43
REVENUE OVER/ (UNDER) EXPENDITURES	127,859	127,859	26,452.64	45,061.86	71,056.10	0.00	35.24	82,797.14

ORDINANCE NO. 2012-657 (O)

AN ORDINANCE AMENDING THE CODE OF ORDINANCES BY REPEALING EXISTING CHAPTER 3, ANIMAL CONTROL, AND ADOPTING A NEW CHAPTER 3, ANIMAL CONTROL

WHEREAS, City officials and citizens of the community have reviewed the existing Chapter 3, Animal Control, and have developed a new Chapter 3, Animal Control, which addresses the current needs of the community and brings animal control in the City into conformity with current state law and animal protection best practices.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST THAT the existing Chapter 3, Animal Control, of the Code of Ordinances is hereby repealed and the attached Chapter 3, Animal Control, is adopted as the new animal control ordinance of the City.

This ordinance shall take effect five days after its publication.

PASSED and ADOPTED this the _____ day of January, 2011.

Alan Baxter, Mayor

ATTEST:

Heather Weidenbach, City Secretary

APPROVED AS TO FORM:

Michael S. Brennan, City Attorney

CHAPTER 3 ANIMAL CONTROL

CHAPTER 3

ANIMAL CONTROL

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CHAPTER 3 ANIMAL CONTROL

Subchapter 3.000 Definitions

As used in this Chapter, unless the context otherwise dictates,

1. **ABANDONED ANIMAL** – animal which has been deserted, relinquished, or forsaken by its owner or which has no apparent owner.
2. **ANIMAL** – ~~living vertebrate or invertebrate, domestic or wild, not including man.~~ every living dumb creature.
3. **ANIMAL CONTROL OFFICER** – person who is not a peace officer, who completes the basic animal control course **in accordance with Title 10, Texas Health and Safety Code Chapter 829.002** ~~with, completes a training course on or before June 30, 2008, and completes 30 hours of continuing education under Title 10, Health and Safety Code, Chapter~~ during each three-year period
4. **ANIMALWASTE** - excrement or feces of any animal.
5. **AT LARGE** – animal off the premises of the **owner** and not under the control of the owner or his employee or agent by means of a leash, chain, rope, or cord ~~or such other personal presence and attention as will reasonable control a dog's and cat's actions and conduct.~~
6. **CAT** – male or female of the **domesticated** feline species, whether altered or not.
7. **COMMUNITY CATS** – group of cats that congregate, more or less, together as a unit. Although not every cat in a colony may be feral, any non-feral cats that congregate with a colony shall be deemed to be a part of it.
8. **CRUELLY TREATED** – includes tortured, seriously overworked, unreasonably abandoned, unreasonably deprived of necessary food, care, or shelter, cruelly confined, or caused to fight with another animal and any subsequent revisions made by the State. (definition from Subchapter B, Disposition of Cruelly Treated Animals from Health and Safety Code, Chapter 821.)
9. **DOG** – male or female of the **domesticated** canine species, whether altered or not.
10. **DOG AND CAT LICENSE** - printed or written permission issued by the ~~Animal Control Officer~~ **City** authorizing the holder to keep a dog and/or cat within the City.
11. **DOG AND CAT LICENSE TAG** – ~~metal~~ tag of a design prescribed by the ~~Animal control Officer~~ **City** and bearing the corresponding number of the dog or cat license.

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12. EAR-TIPPING – straight line cutting of the tip of the left ear of a feral cat done while the cat is anesthetized **for spaying and neutering**.
13. EUTHANIZE - the painless and merciful ending of an animal's life in accordance with Texas Statute, Health & Safety Code, Chapter 821, Subchapter C.
14. FERAL/**ABANDONED** CAT – cat that exists in a wild or untamed state, either due to birth or reversion to a wild state from domestication **or which exists without owner** ~~The usual and consistent temperament of a feral cat is extreme fear and resistance to contact with humans. Feral cats are completely or substantially unsocialized to humans.~~
15. FERAL CAT CAREGIVER (May also be called Community Cat Caregiver) – volunteer, uncompensated person who agrees to facilitate the trap-neuter-return program in accordance with this chapter and any rules and regulations established by the ~~Animal Control Officer~~ **City Council**.
16. ~~FERAL CAT COLONY – a group of cats that congregate, more or less, together as a unit. Although not every cat in a colony may be feral, any non feral cats that congregate with a colony shall be deemed a part of it.~~
17. **Impoundment Facility** - a facility that keeps or legally impounds stray, homeless, or unwanted animals in accordance with Texas Health Code 823.001.
18. OWNER – any person, persons, ~~firm, association or corporation or~~ **entity who owns or has custody or control of an animal.**
19. QUARANTINE – to detain or isolate **due to a suspicion of suspected** ~~contagion rabies.~~
20. TRAP-NEUTER-RETURN (TNR) PROGRAM – program **under** pursuant to which feral or **abandoned** cats are trapped, evaluated, neutered or spayed, vaccinated against rabies and returned to the areas ~~which~~ **where** they congregate.
21. VICIOUS ANIMAL – ~~any animal with a known propensity, tendency or disposition to attack without provocation, to cause injury or to otherwise threaten the safety of human beings or domestic animals; Any animal which, without provocation, has attacked or injured a human being or domestic animal; Any animal owned or harbored primarily or in part for the purpose of fighting, or any animal trained for fighting; Any animal which, without provocation, chases or approaches a person upon the streets, sidewalks or any public or private property in a menacing fashion or apparent attitude of attack; or Any animal which has behaved in such a manner that the owner thereof knows or should reasonably know that the animal is possessed or has tendencies to attack or to bite human beings or other anima~~

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Any animal that according to the records of an appropriate authority has aggressively bitten, attacked, or endangered or has inflicted severe injury on a human being on public or private property; has more than once severely injured or killed a domestic animal while off the owner's property; has been used primarily or in part for the purpose of fighting or is an animal trained for fighting.

Subchapter 3.100 DOGS AND CATS

Sec. 3.102 LICENSE AND REGISTRATION REQUIRED

1. The owner of any dog or cat over ~~three (3)~~ four (4) months of age shall license and register such ~~owner's dog and~~ or cat within 60 days of residency or acquisition of pet. ~~Renewal registration shall be annually in January or February of every year.~~ Dog ~~and/or~~ cat licenses shall be issued by the ~~Animal Control Officer or his representative~~ City upon payment of a license fee for each dog or cat ~~that has been spayed or neutered.~~ Any owner of a dog or cat that has not been spayed or neutered shall pay a non-sterilized license fee. The owner shall state at the time application is made for such license and upon forms provided for such purposes, his name and address, and name, breed, color and sex of each dog and/or cat. Non-resident owners of dogs and/or cats who temporarily bring their dogs and/or cats within the City are exempt ~~herefrom.~~ The license ~~tax~~-fee for sterilized animals may be waived if the owner shows proof that the dog or cat has a microchip implanted.
2. Any person whose female dog or cat has a litter shall obtain a litter permit prior to or within ten (10) business days of the litter's birth.
3. The issuance of a permit authorizes the whelping of no more than one (1) litter per female dog or cat in any 12-month period.
4. No person may offer any puppy or kitten under the age of eight (8) weeks for sale, trade or other compensation or for free giveaway (except a puppy or kitten, or litter or litters taken to any tax-exempt nonprofit organization founded for the purpose of providing humane sanctuary or shelter for abandoned or unwanted animals, or any recognized rescue organization which is currently registered with the department).
5. This section does not apply to Caregivers of Community Cat Colonies.

Sec. 3.103 VACCINATION

It shall be unlawful for the owner of any dog ~~and/or~~ cat, to keep, maintain, or harbor such dog ~~and/or~~ cat unless it shall have been vaccinated against rabies by a licensed veterinarian at the owner's expense. Such vaccines ~~shall~~ may be of the one (1) or three (3) year variety. Before any dog ~~and/or~~ cat license shall be issued by the ~~Animal Control Officer~~ City, the owner must present a valid **and current** certificate issued by a licensed

Veterinarian. ~~A valid certificate is one that is either dated in the calendar year for which the license is being issued or dated within the preceding ninety (90) days. Animals sent to another facility as approved by the Animal Control Officer need not be vaccinated or be required to have a microchip implant prior to being sent to that facility.~~

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Sec. 3.104 TAG AND COLLAR

1. Upon payment of the license fee, the ~~Animal Control Officer or his representative~~ City shall issue to the owner, a license ~~certificate~~ receipt and a ~~metallie~~ tag for each dog and/or cat so licensed. ~~The shape of the tag shall be changed every year and shall have a stamp thereon showing the year for which it was issued and the number corresponding with the number on the certificate.~~
2. Every owner shall be required to provide each dog and/or cat with a collar and tag and it shall be constantly worn. An owner of a dog or cat can choose to have a microchip implanted under the skin of the animal ~~performed at a veterinary hospital,~~ in lieu of wearing license tags. The microchip implant does not exempt the owner of the animal from registration.
3. In the event a dog and/or cat tag is lost or destroyed, a duplicate will be issued by the ~~Animal Control Officer or his representative~~ City upon presentation of a receipt showing the payment of the license fee for the current year and an ~~additional fee payment of a two dollar (\$2.00) fee for such duplicate.~~ Dog and/or cat tags shall not be transferable from one dog and/or cat to another and no refund shall be made on any dog and/or cat license fee because of death of the dog and/or cat or the owner's leaving the City before expiration of the license. ~~An owner of a dog or cat can choose to have a microchip implanted under the skin of the animal performed at a veterinary hospital, in lieu of license tags. The microchip implant does not exempt the owner of the animal from registration.~~

Sec. 3.105 IMPOUNDING

It shall be the duty of the Animal Control Officer to apprehend any dog and/or cat found ~~running~~ at large contrary to the provisions of this Chapter and to impound such dog and/or cat in a ~~designated veterinary hospital/quarantine~~ the City's Impoundment Facility at his discretion until the owner can be found or for the impoundment period. Any animal impounded shall be given proper and humane care and maintenance. The Animal Control Officer shall require the operator of the ~~subject designated veterinary hospital/quarantine~~ City's Impoundment Facility receiving any dog and/or cat pursuant to the provisions of this Chapter to make a complete registry, entering the breed, color and sex of such dog and/or cat and whether licensed or microchipped. If licensed, he shall enter the name and address of the owner and the number of the license tag or microchip.

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Sec. 3.106 POSTINGS/SCANNING

1. Before the animal is impounded, the Animal Control Officer will take a photograph of the animal and such photograph will be posted on the City's website as soon as feasible, but not more than twenty-four (24) hours after capture. The photograph will also appear on the Found Animal Notice that is to be posted on the doors at City Hall.
2. The Animal Control Officer will scan the animal for an owner identification microchip and if located, record all information on an Animal Retrieval Form.
3. In order to safeguard the animals, additional checking for a microchip will be conducted by the City's Impoundment Facility and if found, reported back to the Police Communication Office with the corresponding case number.

Sec. 3.107 NOTICE TO OWNER AND REDEMPTION

~~Not later than five (5) days after the impounding of any dog and one (1) day for any cat, the owner shall be notified, or if the owner of the dog and/or cat is unknown,~~

1. Within 24 hours of capture of any dog, the owner, if the owner can be determined, shall be notified. Written notice, including a picture of the animal dog, shall be posted for five (5) days for dogs and one (1) day for cats at a conspicuous place in the City Hall describing the dog and/or cat impounded. At the same time, such notice shall also be posted on the City's designated web site. Attempts shall be made to notify area veterinary hospitals, and pet shops, and animal websites by e-mail or fax of the impounded animal.

2. The owner may reclaim such dog and/or cat upon payment of:

- a. license fee (if unpaid),
- b. administrative animal control fee to the City written for dog being at large for the impounding of said dog and/or cat, and
- c. all boarding charges due the City's designated veterinary hospital/quarantine Impoundment Facility.

~~Before releasing the animal, a microchip shall be implanted by the veterinarian and such cost paid for by the owner.~~

3. The first time a dog and/or cat is reclaimed, no administrative animal control fee will be charged. The waiving of this fee shall only apply once for per address. The second time a dog and/or cat is reclaimed by its owner, an administrative animal control fee will be charged, fifty dollars (\$50.00, and each subsequent time a dog and/or cat is reclaimed by its owner the administrative animal control fee will increase. by \$25.00.

Should said owner fail to pay such charges and/or refuse to claim the animal, he/she shall be charged with abandonment and adjudicated accordingly. ~~In the case of feral cats, they shall spayed or neuter and return to their colony after the required recovery period assisted by the feral cat caregiver.~~

4. Owners of impounded animals may arrange for the release of their animal(s) during business hours (8am to 5pm) from the Police Communication Office. Animals will be released to owners with appropriate proof of ownership during the business hours of the City's Impoundment Facility. All costs incurred for the impoundment of an animal are the responsibility of the animal's owner. Owners of animals not having current rabies vaccination or written proof of current rabies vaccination will be required to

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provide a deposit to the City. This will allow the owner to take their pet and get the proper immunization. This immunization shall be completed in ten (10) business days, unless there is a statement from a veterinarian that immunization will endanger the health of the animal. After proof of immunization, the owner will be refunded their deposit .

5. Microchipping of the pets will be required after the second impoundment if the animal has been impounded before and has had no identifying tags.

6. The Animal Control Officer will require proof of ownership. Proof of ownership may include a valid animal license, veterinary records, registered microchip identification or other reliable documents such as home photographs or other verifiable documentary evidence. If ownership cannot be proven by the required information, the animal in question must be adopted rather than redeemed; the person claiming unproven ownership may be afforded the opportunity to adopt the animal.

Sec. 3.108 DISPOSITION OF UNCLAIMED ~~OR INFECTED~~ DOGS/CATS

It shall be the duty of the operator of the ~~designated veterinary hospital/quarantine~~ City's Impoundment Facility to keep all unclaimed dogs and/or cats delivered to it by the Animal Control Officer for a minimum of ~~one hundred twenty (120) hours~~ **seven (7) business days** from the date of notice to the owner or the posting of notice. If after the expiration of ~~one hundred twenty (120) hours~~ **seven (7) business days** from the date of notice to the owner or the posting of notice, such dogs and/or cats ~~shall not have been redeemed, they may be disposed of by sale, adoption or destruction~~ **adopted, fostered, transferred to an adoption shelter if an adoption shelter is available, or humanely euthanized by a licensed veterinarian or an Animal Control Officer certified in euthanasia; provided, however, if the end of the one hundred twenty (120) hours seven (7) business day period falls on a national holiday or Saturday or Sunday, the operator of the designated veterinary hospital/quarantine City's Impoundment Facility shall wait until the afternoon of the next normal regular business day. prior to the sale or destruction of such dogs and/or cats.**

Sec. 3.109 ABANDONMENT

No person, persons, ~~firm, association, or corporation~~ entity, shall abandon any dog and/or cat, which it **owns, or** has within its **custody or** control either temporarily or permanently, within the corporate limits of the City of ~~Winderest, Texas~~; nor shall any person, persons, ~~firm, association, or corporation~~ or **entity** allow any dog and/or cat, which it **owns, or** has within its **custody or** control either temporarily or permanently, to be left without proper food and water within the corporate limits of the City of ~~Winderest, Texas~~. ~~Control shall include, but not be limited to, the temporary feeding, providing water, and temporary shelter of any dog and/or cat.~~

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Sec. 3.110

INHUMANE TREATMENT

CARE AND KEEPING OF DOGS AND OTHER ANIMALS

~~No person, persons, firm, association, or corporation shall torture, torment, deprive of necessary sustenance, fail to provide adequate shelter unnecessarily or cruelly beat nor needlessly mutilate or kill any animal, nor carry any animal in or upon any vehicle, or otherwise, in a cruel or inhuman manner, nor procure the same to be done, within the corporate limits of the City of Winderest, Texas. As used in this Section, the words "torture" and "cruelly" include every act, omission or neglect whereby unnecessary pain or suffering is caused, permitted or allowed.~~

1. No person shall cruelly treat any dog or animal.
2. An animal owner shall provide his animal with veterinary care to assure its health and when needed to prevent suffering.
3. An animal owner shall provide his animal with humane care and treatment.
4. Animals shall be protected from extremes of the environment including outside temperatures of heat (85 degrees or above), cold (32 degrees or below), and precipitation; this shall include but not be limited to shade, dog house, lean-to, tent, garage or inside the owner's house.
5. No owner of an animal shall abandon such animal at any place or time. If an animal owner has been identified and the owned animal has been impounded by the Animal Control Officer, no owner shall allow the animal to remain in the impoundment facility beyond the seven (7) business days for the purpose of abandoning the animal or adopting the animal at a lower cost than the fine/fee(s).
6. An animal owner is prohibited from tethering a dog unattended outside between the hours of 10:00 pm and 6:00 am, and is prohibited from tethering for more than three hours at any other time, when temperatures are above 85 degrees or below 32 degrees, or when weather is inclement. (Newly enacted provisions under Title 10, Chapter 821, Subchapter D, 821.077, Unlawful Restraint of Dog)

Sec. 3.111

VICIOUS ANIMAL

~~It shall be unlawful for any keeper of any vicious animal to permit any such animal to run at large regardless of any other provision contained in this Chapter. Prosecution of any such owner of a vicious animal may be instituted in Municipal Court by any person filing a sworn complaint charging such owner with allowing or permitting a vicious animal to run at large, that such animal has bitten or attempted to bite or attacked or attempted to attack any person in a vicious manner, it appearing that the person so bitten or attacked or attempted to be attacked in a vicious manner was not at the time of such attack trespassing inside the home of the owner or within the enclosure of the animal and was not otherwise at fault.~~

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Sec. 3.112 DOGS AND CATS RUNNING AT LARGE

It shall be unlawful for any person owning any dog ~~and/or cat~~ to permit it to be outside of such owner's **fenced** premises **or other enclosure** upon the streets, alleys or other public places of the City, unless the dog ~~and/or cat~~ shall be at all times under the control of the owner or his employee or agent by means of a leash, chain, rope or cord of sufficient strength to control the actions of said dog. ~~and/or cat. or such other personal presence and attention as will reasonably control its actions and conduct. Prosecution of any such owner for the offense described herein may be instituted in Municipal Court by any person filing a sworn complaint charging such owner with such offense.~~ **When an unattended dog is found to be on unfenced private or public property without proper leashing, the Animal Control Officer shall have the authority to retrieve the dog on said property.** The owner of a sexually intact (not spayed or neutered) domesticated cat shall not permit the domesticated cat to roam. ~~unsupervised.~~

~~Subchapter 3.200 DOMESTIC ANIMALS, KEEPING OF DOGS, CATS, AND~~ ~~OTHERS~~ **OWNERSHIP OF ANIMALS**

Sec. 3.201 RESTRICTIONS

A. It shall be unlawful:

~~1. For any person or persons to maintain or keep, in the aggregate, more than four (4) adult dogs and/or cats on premises within the corporate limits of the City of Winderest, Texas. (Moved to Section 3.203)~~

~~2. For any person or persons to maintain or keep on premises within the corporate limits of the City of Winderest, Texas more than the number of adult dogs and/or cats designated by the City Council in the a variance granted to such person or persons.~~

~~As used in this Section, the word "adult dogs and/or cats" mean a dog and/or cat that is six (6) months or older.~~

~~1-3. For any person to sell, trade, barter, lease, rent, or give away, any animal on any roadside, public right-of-way, commercial parking lot, garage sale, flea market, festival, park, community center or outdoor public place.~~

~~2-4. For any person to display for a commercial purpose any animal on any roadside, public right-of-way, commercial parking lot, garage sale, flea market festival, park, community center or outdoor public place.~~

~~(This section shall not apply to any tax-exempt non-profit organization founded for the purpose of providing humane sanctuary or shelter for abandoned or unwanted animals or any recognized rescue organization which is currently registered with the department.) Any animal being sold, traded, bartered, leased, rented, or being given away on any roadside, public right-of-way, commercial parking lot, garage sale, flea market, festival, park, community center or outdoor public place shall be subject to seizure and impoundment at the discretion of the investigating Animal Control Officer and shall be subject to adoption, rescue, foster or humanely euthanized at the discretion of the City Manager if not timely redeemed by~~

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payment of applicable impoundment fees for each animal impounded within the impoundment period as set out in this Code

3.5. To expose any known poisonous substance, whether mixed with food or not, so that the same may be attractive to any warm-blooded animal or human; except that it shall not be unlawful for a person to expose, on his own property or with permission of the property owner, commercially available rat poison or other pesticides appropriately placed in accordance with the labeling directions and in tamperproof bait stations. It shall be sufficient to constitute a violation under this section that the poisonous substance was attractively exposed by such person in such a manner that the same may have been eaten, or was in fact eaten, by any warm blooded animal or human; no intent or further culpable mental state shall be required to prove a prima facie violation.

4. 6. To set up or allow to be set up on his property steel jaw traps, spring traps with teeth or perforated edges on the holding mechanism, snares, or any type of trap with a holding mechanism designed in such a fashion as to reasonably ensure the cutting, slicing, tearing or otherwise traumatizing of the entrapped prey, for the purpose of ensnaring domestic or wild animals within the city limits, unless the use of such traps is specifically deemed necessary by the State Director of Health in or for the control of communicable disease. This section is not to be construed to include those traps designed to kill common rodents, i.e., rats, mice, gophers and groundhogs; except that the owner is responsible for taking care that any of the above said "rodent" traps are not placed or used on or about his property in such a manner as to reasonably ensure the trapping of any other domesticated or wild animal, or of a human.

It shall be a prima facie violation of this section that the traps proscribed in this section were, in fact, set up by the person in question, or were allowed to be set up by the person in question; no intent or further culpable mental state shall be required to prove such a prima facie violation.

5. 7. To transport or carry on any public roadway any animal in a motor vehicle unless the animal is safely enclosed within the vehicle; and if traveling in an unenclosed vehicle (including, but not limited to convertibles and jeeps), the animal shall be confined by a vented container or cage or canine safety belt.

6.8. To leave any animal in any standing or parked vehicle in such a way as to endanger the animal's health or safety. Any Animal Control Officer or Police Officer is authorized to use reasonable force, including the breaking of a side window, to remove an animal from a vehicle whenever it appears the animal's health or safety is endangered, and said neglected or endangered animal shall be impounded.

7.9. To strike an animal with a vehicle resulting in injury to the animal, and leave the scene without rendering aid and assistance in the care of such animal if such action can be taken with reasonable safety. If aid cannot be rendered safely, immediately call the police who will dispatch Emergency Animal Control.

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~~B It shall be lawful~~

~~To set up on his own property humane traps used to capture dogs, cats, and other small animals alive which must be sheltered and shall be checked at least once every two (2) hours or every eight (8) hours if left overnight by the individual setting the trap. Humane care shall be provided for any trapped animals including the provision of food, water and protections from extremes of the environment including heat, cold and precipitation. Any trapped dogs or cats bearing identification and/or city registration shall be turned over to the Animal Control Department or the animal's owner.~~

B) Wildlife indigenous to this city.

1) All wild animals, fur-bearing animals, wild birds, and wild fowl inside the borders of this state are the property of the people of this state; so says the Texas Parks and Wildlife Code. Texas codes and statutes govern the trapping, releasing and disposition of wildlife and the permits required. The City of Windcrest is not a pest control provider so a licensed pest control company can assist property owners with wildlife problems.

2) It is lawful under the Texas Administrative Code, Title 31, Part 2, Chapter 65, Subchapter C, Rule 65.116 for a landowner to live trap, transport, and release nuisance squirrels if

(a) written permission from the owner of the property where squirrels are to be released has been obtained prior to transport and release and written permission is carried while transporting squirrels and

(b) Trapping devices are designed not to inflict physical injury to the trapped squirrel, trap is labeled with the owner's name, address and telephone number, reasonable precautions are made to assure the humane treatment of trapped squirrels; and trapped squirrels are released no later than 24 hours after capture.

3) Any domestic animal (dog or cat) trapped inadvertently shall be turned over to the Animal Control Department or the animal's owner.

Sec. 3.202 KEEPING OF NEWBORN OFFSPRING

The keeping by any person of newborn offspring of dogs and/or cats authorized hereby for a period of six (6) months shall not constitute a violation of this Subchapter. A Litter Permit is required.

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~~Sec. 3.203 VARIANCE; MAXIMUM AUTHORIZED; AUTHORITY OF CITY COUNCIL TO REVOKE~~

~~The City Council, upon application for variance to Section 3.201 as hereinafter provided, may grant or deny, in whole or in part, an application for variance to Section 3.201 of this Code.~~

~~The City Council, upon granting a variance to Section 3.201 of this Code shall designate the number of adult dogs and/or cats authorized to be maintained or kept by the variance granted, but in no event shall the number of adult dogs and/or cats authorized by the granting of the variance to Section 3.201 of this Code exceed, in the aggregate, six (6) adult dogs and/or cats.~~

~~The City Council, after notice to the person or persons granted a variance to Section 3.201 of this Code, and after conducting a hearing thereon, may revoke the variance granted to such person or persons.~~

~~1. The notice shall be:~~

- ~~A. In written form,~~
- ~~B. Addressed to the person or persons,~~
- ~~C. Specify the purpose of the notice,~~
- ~~D. Designate the time, date, and place of the hearing to consider revoking the variance granted to such person or persons.~~
- ~~E. Reason for revocation.~~

~~2. The notice shall be mailed to the address of the person or persons by certified mail return receipt requested.~~

~~The decision of the City Council considering the revocation of the variance granted to the person or persons shall be attached to the person's or persons' application for variance to Section 3.201 of the Code and be maintained on file in the office of the City Secretary in accordance with the record keeping practices of that office.~~

Sec. 3.203.1 APPLICATION FOR VARIANCE: PROCEDURE

~~Any person desiring to maintain or keep in the aggregate more than four (4) adult dogs and/or cats within the corporate limits of the City of Winderest, may file a written application with the City Secretary of the City of Winderest, Texas, requesting the City Council to grant his written application for variance to Section 3.201.~~

~~The written application must contain the following information:~~

- ~~1. The name(s) and address (es) of the person(s) making such application for variance,~~
- ~~2. The applicant's reason(s) for requesting the variance.~~
- ~~3. The names and addresses of all homeowners residing within a 200 foot radius of the applicant's property lines,~~
- ~~4. The number of adult dogs and/or cats the applicant desires to maintain or keep in excess of the basic number of adult dogs and/or cats allowed by Section 3.201, and~~
- ~~5. The application must be signed and dated by the applicant.~~

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~~A fee of ten dollars (\$10.00) must accompany each application to cover the expense of processing the application and notifying adjacent property owners of the applicant's request for variance to Section 3.201 of the Code.~~

~~The City Secretary, upon receipt of the application for variance and the application fee, shall then do the following:~~

- ~~1. Place such application on the agenda of the regularly scheduled City Council meeting following the next regularly scheduled City Council meeting~~
- ~~2. Notify the applicant of the date such application will be considered by the City Council.~~
- ~~3. Notify by mail all homeowners within a two hundred (200) foot radius of applicant's property lines of the application for variance to Section 3.201 and the date that the City Council will consider the application for variance.~~
 - ~~A. All notices to said homeowners shall be a standardized form and contain a provision requesting that the homeowner indicate his/her consent or objection to the variance application and return such form to the City Secretary on or before the date of the scheduled hearing on the application for variance.~~
 - ~~B. All such returned forms shall be open for inspection at the office of the City Secretary during regular business hours.~~

3.203.2 HEARING ON APPLICATION FOR VARIANCES

~~The City Council of the City of Windermere shall hear all applications for variances to Section 3.201 of the City Code at a regularly scheduled Council meeting. The Council, in determining whether to grant or deny a variance application may consider the~~

~~following factors:~~

- ~~1. The size or breed of dogs and/or cats,~~
- ~~2. The applicant's lot size,~~
- ~~3. The number of runs or pens,~~
- ~~4. The neutering of the dogs and/or cats,~~
- ~~5. The de-barking of the dogs,~~
- ~~6. The applicant's fencing,~~
- ~~7. The objections to the application from homeowners within a two hundred (200) foot radius of applicant's property lines, and~~
- ~~8. All other matters deemed relevant by the Council to the application for variance~~

~~The decision of the City Council considering the application for variance to Section 3.201 of this Code shall be noted on the application by the City Secretary and thereafter, the application and any attending documents shall be maintained on file in the office of the City Secretary in accordance with the record keeping practices of the office of the City Secretary~~

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Section 3.203 MAXIMUM ANIMALS AUTHORIZED AND VARIANCE

- A. It shall be unlawful for any person or persons to maintain or keep, in the aggregate, more than ~~four (4)~~ **six (6)** adult dogs and/or cats on premises within the corporate limits of the City. As used in this Section, the word, "adult dogs ~~and/or~~ cats" mean a dog ~~and/or~~ cat that is six (6) months or older.
- B. The City Council, upon application for variance to Section 3.203A as hereinafter provided, may grant or deny, in whole or in part, an application for variance to Section 3.203 A of this Code. Any person desiring to maintain or keep in the aggregate more than six (6) adult dogs ~~and/or~~ cats within the corporate limits of the City, may file a written application with the City Secretary, requesting the City Council to grant his written application for variance.
- C. The written application must contain the following information:
1. The name(s) and address of the person(s) making such application for variance,
 2. The number of adult dogs ~~and/or~~ cats the applicant desires to maintain or keep in excess of the basic number of adult dogs ~~and/or~~ cats allowed by Section 3.203 A and whether some or all are sterilized,
 3. A statement of care or recommendation from the applicant's veterinarian(s) or at minimum, the name, address, and telephone number for the applicant's veterinarian.
 4. Any complaints received or citation issued by animal control about animal issues against the applicant listed in the variance application.
 5. Applicant's existing and intended animal housing,
 6. The application must be signed and dated by the applicant.
- D. The City Secretary, upon receipt of the application for variance shall then do the following:
1. Place such application on the agenda of the next scheduled City Council meeting.
 2. Notify the applicant of the date such application will be considered by the City Council.
- E. The City Council, in determining whether to grant or deny a variance application may consider the following factors:
1. Whether the dogs or cats have been spayed or neutered
 2. The applicant's intended animal housing,
 3. Applicant's animal compliance history and any previous complaints or violations of animal ordinances and
 4. Veterinarian's statement of applicant's animal care.

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Sec. 3.204 DOMESTIC AND NON-DOMESTIC ANIMAL RESTRICTIONS

3.204.1 BOVINES, SHEEP, GOATS, AND EQUINES

~~It shall be unlawful to keep bovines, sheep, goats, and equines in, on, or near any premises in the City of Winderest.~~

3.204.2 SWINE

~~It shall be unlawful to keep any swine within the corporate limits of the City of Winderest, Texas.~~

3.204.3 POULTRY

~~It shall be unlawful to keep or maintain any poultry on any premises within the city limits of the City of Winderest, Texas.~~

3.204.4 PIGEONS

~~It shall be unlawful to keep or maintain pigeons on any premises within the city limits of the City of Winderest.~~

3.204.5 PEACOCK

~~It shall be unlawful to keep or maintain peacocks or pea hens of any kind within the city limits of the City of Winderest.~~

/It shall be unlawful to keep domestic farm/ranch animals and fowl within the City limits. This includes but is not limited to hoofed stock (bovines, sheep, goats, equines, swine,) poultry, pigeons and peacocks. This provision does not preclude the keeping of common indoor pet birds such as canaries, finches and/or parrots.

~~Subchapt. 3.300 NON-DOMESTIC ANIMALS, KEEPING OR HARBORING~~ Sec.

~~3.301 RESTRICTIONS~~

~~It shall be unlawful for any person to keep or harbor within the corporate limits of the City of Winderest any warm blooded carnivorous animal of a species such as, but not limited to, ape, baboon, bear, or lion which ordinarily lives in a state of nature without the aid or care of man, or to keep or harbor any cold blooded carnivorous animal of a species such as, but not limited to, rattlesnake, constricting snake, alligator, or crocodile, which ordinarily lives in a state of nature without the aid or care of man. Nothing in this provision shall prevent the keeping of fish, spiders, insects, frogs, toads, lizards, snakes of a non-poisonous species, turtles, or non-constricting snake, subject, however, to all other applicable provisions of the City Code of the City of Winderest, Texas.~~

Subchapter 3.300 NON-DOMESTIC/EXOTIC ANIMAL AND REPTILE RESTRICTIONS

It shall be unlawful to keep animal(s) or reptiles that typically are found at a wildlife refuge or zoo within the City limits. This animal/reptile restriction includes but is not limited to carnivorous, non-carnivorous, poisonous, constricting species such as snake, alligator, crocodile, great ape, monkey, bear, big cat, wolf,

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hoofed mammals, etc. This provision does not preclude the keeping of such pet animals, reptiles or insects as hamsters, gerbils, ferrets, lizards, rabbits, fish, turtles, frogs, spiders or Pot Belly Pigs.

Subchapter 3.400 ANIMAL CONTROL OFFICER

Sec. 3.401 DESIGNATION OF ANIMAL CONTROL OFFICER

~~The City Council shall create the office of Animal Control Officer to administer the provision of this Chapter. The City Manager shall designate a special officer to be known and designated as the Animal Control Officer, whose duty it shall be to carry out the terms of this Chapter and who shall further be designated as the local health authority for purposes of Subchapter 3.500, Rabies Control, and the Rabies Control Act of 1981, Tex. Rev. Civ. Stat. Ann. Art. 4477 6a, Section 3.02. Other duties of the Animal Control Officer consist of, but are not limited to, the following:~~

- ~~1. Maintaining an Animal Disposition Log,~~
- ~~2. Impounding all retrieved stray animals, sick or injured animals, at a designated holding facility at his discretion,~~
- ~~3. Disposing of dead animals, after removing any identification tags, by placing the carcass in a plastic garbage bag and disposed of accordingly.~~
- ~~4. Filing proper municipal court complaints when violations of City Ordinances are witnessed and appear as a witness if required.~~
- ~~5. Scan nay animal impounded for a microchip~~

The City Council shall create the position(s) of Animal Control Officer(s) to aide and protect the Citizens and the welfare of animals in Windcrest and uphold (in accordance with) the State of Texas Constitution Health and Safety Code, Title 10 and the terms of this City Chapter. The Officer(s) will have successfully completed certification (Animal Control Licensing) from the State of Texas within 6 months of accepting the position and will maintain his/her license in accordance with the continuing education requirements of such license.

Sec 3.402 DUTIES OF ANIMAL CONTROL OFFICER

The Animal Control Officer(s) will carry out his/her duties in accordance with the Texas Department of Health Services Animal Control Officer Basic Training Manual. Duties shall include but are not limited to:

1. Investigating all reports or incidents of animal cruelty.
2. Investigating all reports of biting incidents, animal to human and animal to animal, domestic or non-domestic
3. Removing dead animals from public or private property for the protection of public

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health and safety and after notifying owners when possible by the use of records, tags, reports and microchips, properly disposing of those dead animals.

4. Issuing violation notices (contacting a City of Windcrest Police Officer to issue tickets or citations), written warnings, and animal control fees; filing of municipal court documents and making court appearances when necessary for violations of this City Chapter or the animal laws of the State of Texas.
5. Capturing lost or stray pets and identifying owners through the use of records, tags, reports and microchips. All animals captured should be transported to the City's Impoundment Facility as soon as capture is complete.
6. Impounding and caring for retrieved dogs at the City's Impoundment Facility and posting pictures and description at City Hall and on the website in accordance with the terms of this Chapter for those animals whose owners cannot be identified.
7. Posting pictures and descriptions at City Hall and the Website for owners seeking their lost pets.
8. Maintaining relationships with rescue, foster and adopting shelter organizations and then transporting pets when space is available after the holding period as described in this Chapter.
9. Requesting verification of City registration from owners of dogs/cats when he/she believes necessary and verifying City registration of captured dogs once owner is known.
10. Maintaining Animal Control Department records in accordance with the guidelines in State of Texas Officer Basic Training – Records Chapter; this would include all adoption, rescue, shelter, and euthanasia records.
11. Maintaining Animal Control equipment, reporting any failures and/or acquiring replacements.
12. If Animal Control believes an animal, wild or domestic, is displaying symptoms of rabies, Animal Control will capture the animal and take it to a veterinarian for evaluation. If the animal is wild and the veterinarian believes it is rabies, the animal will be humanely euthanized and the head prepared for delivery to a state lab for rabies testing and subsequent reporting. In the case of domestic dog or cat this will only be done after exhausting all resources to identify and notify the owner of the animal. Pictures of the animal will be posted and the animal held for the required 5 days in quarantine whenever medically possible for the humane care of the animal.
13. Overseeing the community cat program (TNR) and caregivers in the City.
14. Communicating Animal Control issues and animal education material to the Citizens of Windcrest.
15. Maintaining the Animal Control Department website.

Sec. 3.403 VERIFICATION OF LICENSE CERTIFICATE AND TAG

For the purpose of discharging the duties imposed by this Chapter and to enforce its provisions, the Animal Control Officer ~~or his authorized representative~~ is hereby empowered to request from the owner or the person having in his possession any dog or cat, such dog's or cat's current license certificate ~~and/or metal~~ tag issued pursuant to Section 3.104 of this Chapter, ~~and the~~ Upon presentation of warning, the owner of the animal has ten (10) business days to present a copy of certificate or tag to the City.

~~The~~ failure of such owner or person having in his possession any dog or cat to exhibit,

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upon request, such license certificate and/or metallic tag, shall constitute an offense under this Chapter.

Sec. 3.404 INTERFERENCE WITH DISCHARGE OF ~~WARDEN~~ DUTIES

It shall be unlawful for any person to interfere with, hinder or molest ~~harass~~ the Animal Control Officer ~~or his assistants~~ in the execution or performance of his duty under the provisions of this Chapter. (Ord. No. 91A, 4/12/76)

Sec. 3.405 ANIMAL CONTROL FEE AND CITATIONS FOR VIOLATIONS

For the purpose of enforcing this Chapter, the Animal Control Officer ~~or his authorized representative~~ shall **issue a written warning or animal control fee; or contact a City of Windcrest Police Officer to issue citations or tickets upon to an owner,** as defined in Section 3.101- 3 16, whose animal is found to be in violation of any of the provisions of this Chapter and appear as a witness thereto in Court.

Sec. 3.406 ~~PENALTIES~~

~~Any person violating any provision of this Chapter shall be deemed guilty of a misdemeanor and upon conviction shall be fined a minimum of one hundred dollars (\$100.00) and not exceeding one thousand dollars (\$1,000.00).~~

Subchapt. 3.500 RABIES CONTROL

Sec. 3.501 PURPOSE

~~The purpose of this Subchapter is to establish a minimum program to control and eradicate rabies in the City of Winderest. This program shall be administered by the City Council in conjunction with the Animal Control Officer and with the cooperation of the Texas Board of Health, pursuant to the Rabies Control Act of 1981, Tex. Rev. Civ. Stat. Ann. Art. 4477-6a, as it presently exists and is hereafter amended.~~

Sec. 3.502 DUTY OF PERSONS HAVING KNOWLEDGE

~~Whenever an animal is infected with rabies or suspected of being infected with rabies or has been bitten by an animal known or suspected of being infected with rabies, the owner of the animal or any person having knowledge thereof, shall immediately inform the Animal Control Officer where the animal may be found. (Ord. No. 91A, 4/12/76)~~

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~~Sec. 3.503 DUTY OF VETERINARIAN~~

~~It shall be the duty of all veterinarians to report in writing all clinical or suspected cases of rabies under their care, to the Animal Control Officer within twenty-four (24) hours after the animal is admitted to a hospital or visited, giving:~~

- ~~1. Location of the veterinary hospital,~~
- ~~2. Name and address of the owner,~~
- ~~3. Location of the patient,~~
- ~~4. Names and addresses of persons bitten, and~~
- ~~5. A negative statement if no persons were bitten.~~

~~Sec. 3.504 DUTY OF ANIMAL OWNER~~

~~The Animal Control Officer shall serve notice in writing upon an owner of an animal known to have been bitten by an animal known or suspected of being infected with rabies, requiring such owner to have the animal examined and treated at the designated veterinary hospital/quarantine facility within twenty-four (24) hours or have such animal put to death under the supervision of the City Animal Warden.~~

~~Sec. 3.505 RABIES NOTICE~~

~~Whenever an animal is exhibiting any symptoms of rabies or has been bitten by an animal suspected of having rabies, such animal shall be held under observation at the owner's expense for a period of ten (10) days from date of bite in the City's designated veterinary hospital/quarantine facility operated by a licensed veterinarian. No such animal shall be released from observation until a licensed veterinarian certifies that such~~

~~animal shows no clinical signs of rabies. The owner shall notify the Animal Control Officer of the fact that his animal has been exposed to rabies and, at his discretion, the Animal Control Officer is empowered to have such animal impounded at the designated~~

~~veterinary hospital/quarantine facility. Every owner or other person upon ascertaining an animal is rabid shall immediately notify the Animal Control Officer who shall remove the animal to the designated veterinary hospital/quarantine facility if possible and, if not, to summarily destroy it. (Ord. No. 91, 224, 2/8/71, 12/11/89)~~

~~Sec. 3.506 ANIMALS WHICH DIE OF RABIES~~

~~The heads of animals that have died of rabies or suspected of having died of rabies shall be turned over to a licensed veterinarian for dispatch to the nearest Texas Department of Health laboratory for testing. In all such cases of delivery to a licensed veterinarian, the Animal Control Officer shall be notified and provided a written result of the diagnosis. It shall be the responsibility of the owner of the animal to provide such notification and result of the diagnosis. If there is any expense for the service of dispatch or diagnosis, it shall be the obligation of the owner of the subject animal.~~

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Sec. 3.507 MUZZLING

~~Whenever it becomes necessary to safeguard the public from the dangers of hydrophobia (rabies), the Mayor, if he deems it necessary, shall issue a proclamation ordering every person owning or keeping a dog and/or cat to confine it securely on his premises, unless such dog and/or cat has a muzzle of sufficient strength to prevent its biting any person. Any unmuzzled dog and/or cat running at large during the time of the proclamation shall be seized and impounded. Dogs and/or cats impounded during the period of such proclamation shall, if claimed within ten (10) days, be released to the owner, unless under quarantine, upon payment of the impounding charges provided for in Section 3.106. If unclaimed after that period, such dog/cat may be summarily destroyed.~~

Sec. 3.508 PROCEDURE FOR RABIES BITES

~~Whenever any animal susceptible to having rabies bites a person or another animal, the owner of the biting animal or the person observing the incident shall immediately report the incident to the Police Department. The Police Department shall forward all such reports to the Animal Control Officer for follow up. The animal making the attack shall be quarantined at the City's designated veterinary hospital/quarantine facility operated by a licensed veterinarian or the owner's veterinarian for at least ten (10) days from the date of the bite, exclusive of the date of the bite. In the event that the date for release of the animal is a national holiday or Saturday or Sunday, then the animal will be held until the next normal business day.~~

- ~~1. The violation of observation confinement of the biting animal shall be just cause for seizure and confinement of the animal in the City's designated veterinary hospital/quarantine facility at the owner's expense.~~
- ~~2. No biting animal shall be released from observation unless a licensed veterinarian certifies in writing to the Animal Control Officer that such animal is not showing any symptoms of rabies.~~
- ~~3. Whenever any animal susceptible to having rabies bites a person and the owner or person in control of such animal is unknown, or where the owner or person in control of such animal is known and fails, neglects or refuses to deliver such animal to the City's designated veterinary hospital/quarantine facility as provided by Section 3.504, and such fact is made known to the Judge of the Municipal Court upon Affidavit of a credible person, it shall be the duty of such Judge to issue a Written Order directed to the Animal Control Officer ordering him to seize such animal and deliver it to the City's designated veterinary hospital/quarantine facility instantly.~~
- ~~4. Any person who resists or interferes with the officer in the enforcement of such order may be proceeded against under Section 38.03 of the Penal Code of the State of Texas or by contempt proceedings in Municipal Court or both.~~
- ~~5. The owner of any animal confined in the City's designated veterinary hospital/quarantine facility under the provisions of this Section shall pay board for such animal at the usual and customary rate per day as set by the designated veterinary hospital/quarantine facility.~~

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Subchapter 3.500 REPORTING OF ANIMAL BITES AND QUARANTINE PROCEDURES

Sec 3.501 REPORTING OF ANIMAL BITES

It is the responsibility of any citizen with direct knowledge of an animal bite to immediately report the incident to Police Dispatch Office. This duty to report includes biting incidents of domestic animal to human or animal, wild animal to human or domestic animal; whether the citizen is the owner of the animal, the victim or a witness of the biting incident. The report should include the date, time, place of the incident, a detailed description of the offending animal(s), the animal's owner, if known, the victim's name, if known and the reporting citizen's information. If the victim (animal or human) is bitten or skin is scratched open by the teeth of a wild or stray animal it is their responsibility and duty to immediately seek medical care. Please note, in order to test an animal for rabies, the animal must be killed, decapitated, and the head sent to the State laboratory for testing. Whenever possible, our city will quarantine in lieu of killing and testing.

Sec 3.502 INVESTIGATIONS OF BITE INCIDENTS

In accordance with the Texas Health and Safety Code, Chapter 826 Rabies Control Act 1981 and subsequent revisions, it is the duty of the Animal Control Officer, who is also the Local Rabies Control Officer, to investigate all animal bite occurrences within our city. Information regarding the animal's description; current rabies vaccination date; owner's name, address and telephone number; the name of the animal; the address and telephone number of person bitten; and location of wound, shall be recorded. Victim, owner and/or witnesses to the event shall be interviewed. Exact identification of the offending animal is imperative. Observation, quarantine or testing of the wrong animal is useless to the victim and the efforts of rabies control.

Whether the bitten victim is an animal or a person, the Animal Control Officer will obtain copies of current rabies vaccination from the offending animal's owner and provide a copy to the victim. The Animal Control Officer will keep the bite victim informed as to the health of the offending animal during the quarantine period or the results of laboratory testing.

Sec 3.503 DOMESTIC ANIMAL QUARANTINE

A. Owned Animals

1. It shall be the duty and responsibility of the owner of the animal that has bitten or that has been bitten to have such animal impounded at a veterinarian hospital or relinquish the animal to animal control for impoundment for a period of 10 days. If, however, the owner can evidence that such animal has been inoculated against rabies within the time prescribed by law prior to the biting, such animal shall be confined on the premises of its owner and in a manner which shall prohibit such animal from biting any other animal or person for a period of ten days.
2. It further shall be the duty and responsibility of the owner to have such animal

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examined by a licensed veterinarian on the first and tenth day of impoundment or confinement or as soon thereafter as possible; provided, that the impoundment or confinement of the animal described above shall not be terminated until examination by a veterinarian. All charges for impoundment and veterinary exams shall be at the expense of the owner. Prior to release from quarantine, the owner shall furnish evidence of these exams to Animal Control for the file.

It shall be unlawful for the owner of any animal, when notified that the animal has bitten any person to sell, euthanize, inoculate, or give away the animal or to permit or allow the animal to be taken out of the County area.

B. ~~Stray Animals~~ Animals at large

If the bite is caused by a stray domestic animal, Animal Control shall impound and hold in quarantine for a period of 10 days from the date of the bite ~~or the date of capture~~ for the purpose of rabies observation.

Sec 3.504 EXCEPTIONS TO DOMESTIC ANIMAL QUARANTINE

The offending animal will be euthanized after notice to owner and sent for pathological testing if:

A. the animal previously determined to be vicious bites again and does not have proof of current rabies vaccination, the Animal Control Officer after notice to the owner shall obtain an order from the court and have the animal humanely destroyed and tested by a state laboratory for rabies.

B. the animal attack has caused death of a human not on premises of owner or

C. the animal is showing clinical signs of rabies as determined by the owner's (if the owner chooses) or city's veterinarian.

Sec 3.505 DISPOSITIONS OF WILD ANIMALS WHICH HAVE BITTEN

Any wild animal that bites any person or directly exposes any person to its saliva that can be positively identified as the offending animal shall be humanely killed in accordance with Texas Health & Safety Code, Chapter 821 and submitted to the State diagnostic laboratory for rabies testing by Animal Control. Killing and subsequent testing of the wrong animal is useless and dangerous to the treatment of the victim. If during the incident the victim traps or kills the animal, it shall be immediately surrendered to Animal Control for preparation and testing by calling Police Communication Office.

Sec. 3.506 ANIMALS WHICH DIE OF RABIES

The animals that have died of rabies or suspected of having died of rabies shall be turned over to Animal Control or a licensed veterinarian for dispatch to the nearest State diagnostic laboratory for testing.

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Sec 3.507 MUZZLING

Due to the risk of hyperthermia, it shall be unlawful to muzzle an animal without constant supervision if temperatures are predicted to exceed 75 degrees. Any muzzle used shall, by its design, allow the animal to open its mouth, pant, drink water, not interfere with its vision and not cause injury to the animal. Muzzling of any snub-nosed animal is discouraged. A Gentle Leader or Halti is not considered a muzzle.

Subchapter 3.600 ANIMAL WASTE DISPOSAL

Sec. 3.601 DEFINITIONS

1. ~~OWNER~~, as used in this Subchapter shall mean either:

~~A. The owner of any animal including, but not limited to a dog or cat, which is located within the corporate limits of the City of Windcrest, or~~

~~B. Any other person, firm, association, or corporation which has within his, her, or its control, either temporarily or permanently, any animal, including, but not limited to, a dog or cat, which is located within the corporate limits of the City of Windcrest.~~

~~C. 2. ANIMAL WASTE~~, as used in this Subchapter, shall be intended to mean the excrement or feces of any animal.

Sec. 3.602 WASTE DISPOSAL

1. It shall be unlawful for the owner of any animal to allow his animal's waste to be deposited and remain upon any private property, public street, roadway, sidewalk, easement, alleyway, recreational area, or drainage ditch within the corporate limits of the City.
2. It shall not be a defense to a violation of Section ~~3.602~~ 3.600 that the owner had no knowledge of the commission of the violation.

Subchapter 3.700 COMMUNITY CAT TRAP-NEUTER-RETURN PROGRAM

In order to effectively and humanely control feral community cat populations within its jurisdictional boundaries, the city shall sponsor a Trap-Neuter-Return Program. ~~in an effort to reduce the feral cat population over time without the necessity of wholesale capture and euthanization. The city may establish a fund or provide services to off set the costs of trapping, neutering, and vaccinating captured feral cats that can be returned to a appropriate, controlled, protected, and authorized colony site,~~ Registered Caregivers for colonies, whether one (1) or several feral community cats, may be aided by the city in providing traps, and transportation to spay/neuter facility. ~~and off setting costs, to the extent the funding is available~~ Left Ear tipping shall be used on feral these cats in order to be identified as spayed or neutered and a vaccinated member of a managed

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colony. A photographic record adequate to identify the cat shall be obtained for all cats. This is part of the City Trap-Neuter-Return Program and maintained by the Registered Caregiver.

Sec 3.701 REGISTERED CAREGIVERS

~~Caregivers of feral cat colonies shall be registered with the city, and shall implement proper management and sterilization practices, and seek the assistance of the Animal Control Officer in order to:~~

- ~~1. Sterilize (spay/neuter) all adult cats that can be captured.~~
- ~~2. Vaccinate, as required by law, all cats that can be captured against rabies with a three (3) year vaccine and against any other infectious disease as may be mandated by law.~~
- ~~3. Make every attempt to remove kittens for the colony before eight (8) weeks of age for domestication and placement.~~
- ~~4. Make every attempt to remove sick or injured cats from the colony for immediate veterinarian care or humane euthanasia.~~
- ~~5. Assure responsibility and arrangement for feeding the cat colony regularly throughout the year. Feeding of feral colonies by a caregiver shall not constitute a violation of this chapter.~~

Registered Caregivers shall attend one of the San Antonio Feral Cat Coalition workshops, and shall provide information about the colony to the Animal Control Officer. Caregivers of a community cat or community cat colony shall be exempt under the provisions of License Requirements and Animal Identification requirements by furnishing the Animal Control with a signed statement agreeing to the following conditions:

1. Regularly feed the community cat colony including weekends and holidays insuring sanitary conditions at all times. Colonies shall be fed using bowls, plates, pans or a similar utensil to contain the food; food shall not be poured on the ground for the purpose of providing food. Food shall not be left out during hours of darkness to avoid attracting wildlife or vermin.
2. Regularly and frequently trap the community cats over the age of twelve (12) weeks for purposes of sterilization.
3. Identify all community cats by tipping their left ears when under anesthesia for sterilization.
4. All community cats must be vaccinated for rabies with a 3 year vaccine.
5. All community cats with illness and/or injury that cannot be provided with treatment shall be humanely euthanized by a veterinarian to prevent pain and suffering.
6. Caregivers are not permitted to release community cats onto private or public property without the permission of property owner.
7. Any caregiver determined to be in violation of this Section 9(C) shall be issued a written warning and be permitted up to and including thirty (30) days compliance. Failure to comply may result in the issuance of a citation.

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Sec 3.702 ANIMAL CONTROL OFFICER

The Animal Control Officer shall maintain all records relating to authorized managed ~~community~~ colonies in the City Trap-Neuter-Return program. ~~to include list of authorized care givers, sterilization, vaccination, ear tipping, and medical care records.~~

Other duties shall include:

1. ~~Authorization of~~ Monitor the managed feral ~~community~~ cat colonies in the City Trap-Neuter-Return program, maintaining records of Registered Caregivers and determining the need of additional Caregivers.
2. Help to resolve complaints over the conduct of a colony ~~caregiver or of cats with a managed colony.~~
3. Maintain records and prepare ~~monthly~~ quarterly reports on the following:
 - a. Number and location of managed colonies in the City;
 - b. Total number of cats in colonies;
 - c. Number of cats and kittens spayed and neutered pursuant to the Trap-Neuter-Return program; and
 - d. Number of cats and kittens placed in permanent homes.

~~Other Trap Neuter Release (TNR) providers must register with the City Manager or the Animal Control Officer prior to setting up traps or providing any other service to any citizens of the City of Windcrest, Texas. After receiving the permission of the Community Cat Caregiver or a resident, the Animal Control Officer may set up traps in the Caregiver's yard to assist in trapping.~~

Sec. 3.702 3 ENFORCEMENT

The city shall retain the following rights:

1. The right to seize or remove cats from a colony that have not been vaccinated against rabies and which are demonstrating signs of the disease;
2. The right to seize/remove a cat from a colony that is creating a nuisance after the caregiver has been afforded thirty (30) days to remove and relocate the cat and has failed to do so; and
3. The right to seize and remove a colony of cats when a caretaker ~~and/or~~ Animal Control Officer are unable to provide care and management of the colony and have not been able to obtain a replacement or substitute caregiver.
4. When the number of cats trapped and sterilized by the City exceeds 400 in a year, the City will reevaluate this program.

Subchapter 3.800 PENALTIES

~~Any owner who shall violate any provision of this Subchapter shall be deemed guilty of a misdemeanor, and, upon conviction thereof, shall be fined in accordance with Section 1.301 of this Code.~~

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Sec 3.801 UNLAWFUL ACTS; CRIMINAL PENALTIES; CIVIL REMEDIES

1. Unless otherwise specifically provided for in this chapter, if it is found that a person intentionally, knowingly or recklessly violated any provision of this chapter, then upon conviction a person shall be fined from \$1 to \$2000 for each day such violation occurs.
2. Nothing in this section shall limit the remedies available to the City in seeking to enforce the provisions of this chapter.
3. Where it is deemed necessary by the City Manager or City Council, the City Attorney's office is hereby empowered to secure injunctive relief to enforce the provisions of this chapter. This shall be in addition to, and not in lieu of, the criminal penalties provided for in this chapter.

Sect 3.802 ANIMAL NUISANCE: PRESUMPTIONS

1. An animal owner commits an offense if by act, omission or possession he creates an animal nuisance.
2. The following presumptions are hereby declared applicable in the prosecution of animal nuisance offense pursuant to this subsection:

Any dog can be deemed to be a nuisance under the provisions of this section by:

A. The filing of a noise complaint by three (3) or more neighbors, within a twelve (12) month period, if the dog barks or whines in such a manner, with such intensity, or with such continued duration so as to annoy, distress or disturb the quiet, comfort or repose of persons of normal nervous sensibilities. For the purpose of this presumption, each neighbor must occupy a different residence.

B. The fact that an animal in question has bitten or injured another animal or human being without provocation during the previous eighteen (18) months shall give rise to the presumption that the animal bites or injures other animals or human beings without provocation.

C. The fact that an animal in question has permanently damaged or destroyed public or private property (not to include plants, mulch, grass, or perishable items) during the last twelve (12) months shall give rise to the presumption that the animal has a propensity to destroy property.

D Any cat can be deemed to be a nuisance under the provisions of this section by the filing of a trespass complaint by three or more neighbors within a twelve month period. For the purpose of this presumption, each neighbor must occupy a different residence. Any person filing a trespass complaint must have an accompanying photograph of the cat trespassing in their yard. The owner of said cat may be issued a citation.



JOB DESCRIPTION

Job description statements are intended to describe the general nature and level of work being performed by employees assigned to this job title. They are not intended to be construed as an exhaustive list of all responsibilities, duties and skills required.

EFFECTIVE DATE: October 2011

JOB TITLE: Animal Control Officer

DEPARTMENT: Animal Control

REPORTING RESPONSIBILITY: Police Department

SCOPE OF SUPERVISION: N/A

FLSA CLASSIFICATION: Non-exempt

I. JOB SUMMARY

Protects and serves the animals and citizens of Windcrest in accordance with the State of Texas Laws and Windcrest Ordinance, Chapter 3 and in accordance with Animal Control Officers Training Manual.

II. JOB REQUIREMENTS:

- A. EDUCATION AND/OR EXPERIENCE:** High School diploma or GED required. Some college preferred. Previous animal care service experience preferred but not required.
- B. CERTIFICATES, LICENSES, REGISTRATIONS:** Must attain Animal Control Officer Certification and submit documents to personnel records within 90 days of position acceptance. . Must complete additional training and certification as the position may require and submit copies for personnel records
- C. CONTINUING EDUCATION** Must complete continuing education hours as required by the Animal Control Officer license and submit copies of completion for personnel records

D. SKILLS :

- 1. READING:** Ability to read and comprehend simple to complex laws, manuals, correspondence and memos, office communications, policies and procedures.
- 2. WRITING:** Ability to communicate effectively in writing.
- 3. MATH:** Basic math skills
- 4. REASONING:** Must use sound reasoning and authenticity of information to apply new understanding and new solutions in making decisions and taking action on a wide variety of sources and types of information daily.
- 5. SPEAKING:** Effective verbal communication skill required.
- 6. SUPERVISORY:** N/A
- 7. MANAGERIAL:** N/A
- 8. INTERPERSONAL:** Interact with staff and the general public, clear verbal communication required.
- 9. OTHER JOB SKILLS:**
Must be competent in basic computer skills including word, spreadsheet entries, report writing and research, and have good skills for the use of a camera.

III. ESSENTIAL JOB FUNCTIONS:

Ability to: read, understand and explain to others applicable State and local laws, regulations, and ordinances; obtain cooperation and compliance from members of the public; analyze a situation and adopt a course of action; exercise tact and independent judgment in dealing with the public; speak to a wide range of people; prepare clear and concise reports; present a positive public image; develop and maintain working relationships with animal agencies, animal organizations and co-workers; handle sick, injured, dangerous, or dead animals and decomposing animal carcasses in a safe and humane manner; learn and work with the physical and behavioral characteristics of animals; learn breed identification; learn and recognize symptoms of rabies and other common animal diseases; assist in the finding, capture and return of lost pets; make simple mathematical calculations involving addition, subtraction, multiplication, and division; understand and follow oral and written instructions; safely drive a vehicle; and work independently.

IV. OTHER JOB FUNCTIONS:

Knowledge of photography for the posting of notices of captured animals; care of impounded animals; participate and oversee the Trap-Neuter-Return Program and the caregivers associated with the program; may also trap and transport cats to and from sterilization; maintaining records on all animals handled; returning animals to their rightful owners; overseeing fosters and adoption; capturing and transporting sick or injured wild animals; use proper English usage, grammar and spelling.

V WORKING CONDITIONS AND JOB DEMANDS:

Must be able to move animals or objects weighing up to 100 lbs. Animal Control Officers are expected to work a substantial part of their day at the impound facility and his office, the remainder of the time in the city capturing animals and responding to citizens; wear a uniform, work shifts, weekends and rotational standby duty as required. Employment requires successful completion of a criminal background investigation.

JOB DUTIES	PERCENT OF TIME	STRENGTH	PHYSICAL DEMAND
ESSENTIAL FUNCTIONS	80%	H	C D E M G O S I A B J K L R H
OTHER JOB FUNCTIONS	20%	L	O P N T F U

ESSENTIAL FUNCTIONS - LISTED IN DESCENDING ORDER OF FREQUENCY; IN THE STRENGTH COLUMN, S= SEDENTARY, L= LIGHT, M= MEDIUM, H= HEAVY, VH= VERY HEAVY.

PHYSICAL DEMANDS - SEE CODE LISTED IN PHYSICAL DEMAND COLUMN; A= STANDING, B= SITTING, C= WALKING, D= LIFTING, E= CARRYING, F= PUSHING/PULLING, G= REACHING, H= HANDLING, I= FINE DEXTERITY, J= KNEELING, K= CROUCHING, L=CRAWLING, M= BENDING, N= TWISTING, O= CLIMBING, P= BALANCING, Q= VISION, R= HEARING, S=TALKING, T= FOOT CONTROLS, U= OTHER

Other duties may be assigned to meet business needs.

I have reviewed this Job Description and find it to be a fair description of Job Responsibility and Duties.

Employee-Signature

City Manager Signature

CITY OF WINDCREST - ANIMAL CONTROL PROCEDURES

Responsibilities

The Animal Control Officer is under the direct supervision of the Chief of Police.

Animal Control Officers shall be dispatched by the Police Department.

All incoming calls received by others should be routed to the Police Communications Office. A case number will be assigned to all dispatched calls.

The Animal Control Officer(s) will carry out his/her duties in accordance with the Texas Department of Health Services Animal Control Officer Basic Training Manual. Duties shall include but are not limited to:

- Investigating all reports or incidents of animal cruelty.
- Investigating all reports of biting incidents, animal to human and animal to animal, domestic or non-domestic.
- Removing from public or private property for the protection of public health and safety and after notifying owners when possible by the use of records, tags, reports and microchips, properly disposing of dead animals.
- Issuing violation notices (written warnings, tickets, or citations), Animal Control fees per animal, filing of municipal court documents and making court appearances when necessary for violations of this City Chapter or the animal laws of the State of Texas.
- Taking photographic record for each field report involving domestic animals whether alive or dead, captured or not.
- Capturing lost or stray pets and identifying owners through the use of records, tags, reports and microchips. When an unattended dog is found to be on unfenced private or public property without proper leashing, for the protection of public health and safety, the Animal Control Officer shall have the authority to retrieve dog on said property. Any animal captured should be transported to the animal shelter as soon as capture is complete.
- Impounding and caring for the city's retrieved dogs at the impoundment facility and posting pictures and description at City Hall and on the website in accordance with the terms of this Chapter for those animals whose owners cannot be identified. After seven (7) days of impoundment all animals may be placed up for adoption, fostered, placed in an adoption shelter or humanely euthanized.
- Posting pictures and descriptions at City Hall and the Website for owners seeking their lost pets.
- Maintaining relationships with rescue, foster and shelter organizations and then transporting pets when space is available after the holding period as described in this Chapter.
- Requesting verification of City registration from owners of dogs/cats when he/she believes necessary.
- Maintaining Animal Control Department records in accordance with the guidelines in State of Texas Officer Basic Training – Records Chapter.
- Maintaining and sanitizing Animal Control equipment, cages, and traps after each use. At no time should one animal come into contact with fluids or excrement of another animal causing communicable disease to be transmitted.
- Reporting any failures and/or acquiring necessary replacement equipment.

- Inspecting or maintaining and sanitizing the cages and runs occupied by the city's impounded dogs at City Impoundment Facility/housing facility.
- If Animal Control believes an animal, wild or domestic, is displaying multiple symptoms of rabies, Animal Control will capture the animal and take it to a vet for evaluation. If the animal is wild and the vet believes it is rabies, the vet will humanely euthanize and prepare the head for delivery to a state lab for rabies testing and subsequent reporting. In the case of domestic dog or cat this will only be done after exhausting all resources to identify and notify the owner of the animal. Pictures of the animal will be posted and the animal held for the required 5 days in quarantine whenever medically possible for the humane care of the animal.
- Overseeing the community cat program (TNR) and caregivers in the City of Windcrest and assisting caregivers in the capture, transport, sterilization and vaccination of community cats.
- Communicating Animal Control issues and animal education material to the citizens of Windcrest.
- Maintaining the Animal Control Department website.

Business Hours

Animal Control Officers will be dispatched Monday through Friday, from 8 am to 8 pm for all routine animal calls. There will a rotation of duties shared so that holidays, weekends and evenings will be covered. Emergency calls such as, injured animal, animal attack, and animals captured by citizens will be responded to during non regular business hours

Postings/Scanning

1. Before the animal is impounded, the Animal Control Officer will take a photo of the animal and such photo will be posted on the City's website within 2 to 4 hours. The photo will also appear on the Found Animal Notice that is to be posted on the doors at City Hall.
2. The Animal Control Officer will scan the animal for an owner identification micro-chip and if located, record all information on Animal Retrieval Form.
3. In order to safeguard the animals, additional checking for a microchip will be conducted by the impounding facility and if found, reported back to the Police Communication Office with corresponding case number.

Animal Housing/Impoundment Facility(s) used or contracted shall (as required in Texas Administrative Code, Title 25, Chapter 169):

(1) be structurally sound and maintained in good repair in order to protect the animals from injury, to contain them, and to prevent exposure to other animals;

(2) have reliable and adequate electric power, if required to comply with other provisions of this subsection, and have adequate potable water available;

(3) store and adequately protect supplies of food and bedding against infestation or contamination by vermin and provide refrigeration for supplies of perishable food;

(4) make provision for the removal and disposal of animal and food wastes, bedding, dead animals, and debris, and provide and operate disposal facilities so as to minimize vermin infestations, odors, and disease hazards; and

(5) provide for employees facilities for personal hygiene, including washrooms, basins, or sinks.

(b) Indoor facilities shall:

(1) be sufficiently heated to protect the animals when necessary;

(2) be adequately ventilated to provide for the health and comfort of the animals at all times by providing fresh air either by means of windows, doors, vents, or air conditioning and be ventilated so as to minimize drafts, odors, and moisture condensation;

(3) have ample light to permit routine inspection and cleaning during the entire work period;

(4) have interior building surfaces constructed and maintained so that they are impervious to moisture and may be readily sanitized; and

(5) have a method to eliminate excess water rapidly.

(A) Drains shall be properly constructed and kept in good repair.

(B) If closed drainage systems are used, they shall be equipped with traps and so installed as to prevent any backup of sewage onto the floor of the room.

(c) Outdoor holding facilities shall:

(1) be of adequate size and construction to handle any animal housed therein;

(2) provide adequate shelter to protect animals from any form of overheating, direct rays of the sun, cold or inclement weather, and direct effects of wind, rain, or snow;

(3) be constructed in such a manner that they will protect the animals;

(4) be readily sanitized, and not create a nuisance; and

(5) provide a suitable method to eliminate excess water rapidly.

(d) Primary enclosures shall:

(1) be structurally sound and maintained in good repair;

(2) provide convenient access to clean food and water;

(3) enable each animal to remain dry and clean;

(4) be constructed so as to protect the body and extremities of every animal from injury; and

(5) provide sufficient space to allow each animal to turn around fully, stand, sit, lie down, and make normal postural adjustments.

(e) Feeding shall:

(1) be at least once a day except as otherwise directed by a licensed veterinarian, as defined in the Texas Health and Safety Code, §826.002, and with food free from contamination, wholesome, palatable, and of sufficient quality and nutritive value to meet the normal daily requirements for the condition and size of the animal(s); and

(2) be in food receptacles accessible to each animal and located so as to minimize contamination by excreta.

(A) Feeding dishes shall be durable and kept clean and sanitary.

(B) Disposable food receptacles may be used but must be discarded after each feeding.

(C) Self feeders may be used for feeding dry foods to animals acclimated to their use, but they must be kept clean and sanitary to prevent molding, deterioration, or caking of feed.

(f) If potable water is not accessible to the animal(s) at all times, it shall:

(1) be offered at least twice daily for periods of not less than one hour, except as directed by a licensed veterinarian; and

(2) be in watering receptacles which are kept clean and sanitary.

(g) Sanitation of primary enclosures shall include:

(1) having excreta removed as often as necessary to prevent contamination of the inhabitant(s) and to reduce disease hazards and odors;

(2) having cages, rooms, and pens maintained in a sanitary condition; and

(3) having building and premises kept clean.

(h) A regular program for the control of insects, ectoparasites, and other pests shall be established and maintained.

(i) Emergency and routine veterinary care shall be provided for sick and injured animals.

Pet Release Procedure

Animal Control Officer will make reasonable attempts to contact known owners of impounded animals by telephone or by leaving written notification at the owner's door. Owners requesting information regarding release of an animal and/or animal impoundment will be advised to contact the Animal Control Officer during business hours or the Police Communications Office. Owners of impounded animals may arrange for the release of their animal(s) during business hours (8am to 5pm) from the Police Communication Office.

Animals will be released to owners with appropriate proof of ownership during the business hours of the impounding facility. All costs incurred for the impoundment of an animal are the responsibility of the animal's owner.

Owners of Animals not having current rabies vaccination or written proof of current rabies vaccination will be required to provide a deposit to the city. This will allow the owner to take their pet and get the proper immunization. This immunization shall be completed in 10 business days. After proof of immunization, the owner will be given their deposit.

Microchipping of the pets will be required after the second impoundment if the animal has been impounded before and has had no identifying tags..

There will be an exception to these requirements if a veterinarian certifies it endangers the life or health of the pet.

Investigations

Animal Control Officer will be dispatched for the following types of calls during normal business hours or after hours at the request of a Police Officer to assist for:

- a. Abandonment as defined by Section 3.109, Chapter 3, City Code.
- b. Care and keeping of animals as defined by Section 3.110, Chapter 3, City Code.
- c. Vicious Animal or Biting incidents as defined by Section 3.111, Chapter 3, City Code.
- d. Dogs and Cats at Large as defined by Section 3.112, Chapter 3, City Code.
- e. Reporting of animal bites, as defined by Subchapter 3.500, Chapter 3, City Code.
- f. Any other miscellaneous violation of Chapter 3 or violations of State law concerning care or treatment of animals.

Animal Traps

- City Traps will not be loaned out to the citizens other than for the cat sterilization program.
- Dog and cat traps are set Monday through Wednesday. All traps will be picked up for cleaning and inventory every Friday morning. Traps will be sanitized after each animal trapping.
- During business hours, a police communication office shall notify the animal control officer when it is reported by a citizens that an animal has been trapped. Trapped animals shall not remain in traps for longer than four (4) hours. The trap shall be covered as soon as possible after trapping has occurred.
- Healthy domestic animals will be taken to the City's Impoundment Facility.
- Windcrest Animal Control is not a pest control company. If a business or residence has a pest problem (insect, rodent, bird, or mammal and desires removal, they shall be directed to call a licensed pest control service. Non-domestic animals and reptiles indigenous to the area captured in a city trap will be released in the general area in which they were trapped in accordance with the Texas Parks and Wildlife Codes. Exceptions to the local release are:
 - 1) The animal appears to be sick or injured. The Animal Control Officer will contact Wildlife Rehabilitation and Rescue emergency number (830)336-2725 and prepare to transport to one of their locations.
 - 2) The animal is clearly displaying symptoms of rabies or fatally injured, the Animal Control Officer will either contact Wildlife Rehabilitation and Rescue or transport to a qualified veterinarian to be humanely euthanized.
 - 3) A poisonous snake may be relocated into the wild in accordance with Texas Parks and Wildlife codes.
- If rabies is the suspected illness, the animal will be humanely euthanized and the head will be sent to a State approved laboratory for testing and reporting to the Zoonosis Department. For guidance and consult in non-emergencies, Animal Control may contact the main telephone of the Wildlife Rehabilitation and Rescue: (830) 336-2725

Trap/Neuter/Return (TNR) Program

- In order to effectively and humanely control community cat populations within its jurisdictional boundaries, the City shall sponsor a Trap-Neuter-Return program in an effort to reduce the community cat population over time without the necessity of wholesale capture and euthanization. Caregivers for colonies, whether one (1) or several community cats, may be aided by the city in providing traps, transportation to a spay/neuter facility. The Animal Control Officer will maintain files on persons requesting trapping service and will coordinate the placement of traps.
- Left ear tipping shall be used on community cats in order to be identified as a spayed or neutered and vaccinated member of a managed colony.
- A photographic record adequate to identify the cat shall be obtained for all cats that are part of the City's Trap-Neuter-Return program whenever possible.
- Caregivers of community cat colonies shall be registered with the City and may seek the assistance of the Animal Control Officer.

Shelter Pro Program

The City of Windcrest utilizes Shelter Pro for its Animal Control Department. This program will be utilized by the Animal Control Officer and Administrative Staff for searching the database, updating the database as needed, and for incident reporting. The Administrative Staff will be responsible for data input to include accounting, invoicing and pet licensing along with updating the database as needed.

NOTE

Rafael....I think there needs to be some investigation into the different programs available for animal control. Petpoint was the one recommended by Schertz. It is routed to Pettango to place lost pets on the internet.

(Another page below)

Animal Control Officers, Conduct

The following are the guidelines that all Animal Control Officers will follow:

- Will be morally, ethically, and legally obligated to minimize the suffering of the animals I handle.
- Will “outthink” any animal so that it can be captured before it has a chance to escape.
- Will always remember that “normal” behavior can change when an animal is lost, chased, scared, sick, hurt, in heat, hungry, cold, hot, or stressed in any other way.
- Will pursue dogs on foot as much as is possible.
- Will not chase an animal with a vehicle as a means of capture nor will I use the vehicle to drive the animals out of the city.
- Will call the appropriate entities (wildlife shelters or rehabilitators) for the placement of wild animals if possible. Releasing, instead of euthanizing, captured wild animals is a very good public relations policy for an Animal Control Officer.
- Will earn the respect of the public when seen handling animals safely and humanely.
- Will lead or carry an animal to the truck....will not use the catch pole, rope or leash alone to lift or drag the animal.
- Will only use chemical injections as a last option after receiving the special training needed and following the proper procedures outlined in the Euthanasia Technician Training and adhere to all federal and state laws in the transportation, use and storage of chemicals.
- Will not use an inappropriate sized muzzle nor will leave the muzzle on an animal beyond loading and transfer of the animal since an animal cools itself by panting and may experience heat exhaustion and/or heat stroke. Will not use a muzzle on any small flat faced breed of dog.
- Will try to always act in a calm, quiet manner while being deliberate and methodical in my movements while using a soft, soothing voice.
- Will remember that just like people, animals that were neglected or abused may behave strangely.
- Will post all information with a photo about a captured dog or cat within 24 hours on the doors of City Hall and on the City’s website.
- Will follow the guidelines for sheltering as required in Texas Administrative Code Title 25, Chapter 169. Will supervise any facility that performs that function for the City with the utmost diligence.
- Will give an animal control fee to an owner of a pet if not in compliance with Chapter 3 of City Codes. May also issue warnings for educational purposes.
- Will host animal educational opportunities for the citizens of Windcrest.

I have read this document and agreed

Signature: _____

Date: _____

ORDINANCE NO. 2012-658 (O)

**AUTHORIZING THE APPOINTMENT OF
AN ANIMAL ADVISORY COMMITTEE**

WHEREAS, the City Council has determined that an Animal Control Advisory Committee would be beneficial to the community to study animal issues, make recommendations to the City Council on animal issues and to serve as a shelter advisory committee if necessary,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST THAT an Animal Control Advisory Committee to study animal issues, make recommendations to the City Council on animal issues and to serve as a shelter advisory committee if necessary is hereby authorized with the five (5) members to be appointed by the City Council.

This ordinance shall take effect upon its final adoption.

PASSED and ADOPTED this the ____ day of January, 2011.

Alan Baxter, Mayor

ATTEST:

Heather Weidenbach, City Secretary

APPROVED AS TO FORM:

Michael S. Brennan, City Attorney

TEXAS SECRETARY of STATE

HOPE ANDRADE

Primary/Runoff Election Date Changes: On December 16, 2011, by **federal court order**, the 2012 Primary Election date has been set for April 3; the 2012 Runoff Election date has been set for June 5. For further details, please refer to the order and our **Candidate Information** page.

Maintenance Notice: Various applications including **SOSDirect** will be temporarily unavailable from Saturday, January 21st at 11:00 p.m. until Sunday, January 22nd at 5:00 a.m. due to scheduled routine maintenance. We apologize in advance for any inconvenience this may cause.

Note - Navigational menus along with other non-content related elements have been removed for your convenience. Thank you for visiting us online.

Election Advisory No. 2012-01

May 12, 2012 Election Law Calendar

Note on Campaign Information

Under Title 15 of the Election Code, candidates must file campaign contribution and expenditure reports. For further information and all questions about such disclosure filings, campaign finance, and political advertising, please contact the Texas Ethics Commission at 201 E. 14th, 10th Floor, Austin, Texas 78701 (or call 512-463-5800 or visit their website at www.ethics.state.tx.us).

Note on Submissions to the U.S. Department of Justice

The federal Voting Rights Act of 1965 requires that any change in any "standard, practice, or procedure with respect to voting" be submitted to the U.S. Department of Justice for preclearance. Changes in election precincts, polling places, and various other actions require preclearance. Under Section 5, any change in a voting practice or procedure is legally unenforceable until the U.S. Attorney General (or a federal court in the District of Columbia) determines that the change does not have the purpose, or will not have the effect, of discriminating against racial or language minority group members.

The Attorney General of the U.S. Department of Justice has 60 days in which to interpose an objection to a submitted change affecting voting. If changes need to be made at the last minute, the Justice Department may be able to give the submission expedited consideration. Rules for submissions under Section 5, Voting Rights Act, are contained in 28 C.F.R. §§ 51.20-51.28.

Send your submissions to the following address:

For All U.S. Postal Service Mail:	For All Overnight Express Services:
Chief, Voting Section Civil Rights Division Room 7254-NWB Department of Justice 950 Pennsylvania Ave., N.W. Washington, D.C. 20530	Chief, Voting Section Civil Rights Division Room 7254-NWB Department of Justice 1800 G Street, N.W. Washington, D.C. 20006

The Department of Justice also accepts preclearance submissions online. For more information about how to submit your election changes online, please visit the [Department of Justice, Civil Rights Division Voting Section homepage](#).

**The envelope and first page of any submission must be clearly marked as follows:
SUBMISSION UNDER SECTION 5, VOTING RIGHTS ACT.**

The Department of Justice toll-free number is: 1-800-253-3931 or call direct (202) 307-2767. Their fax numbers are: (202) 307-3961 or (202) 616-9514.

Note on Statutory References

Unless otherwise indicated, all references are to the Texas Election Code.

Note on Preclearance Status

This calendar reflects legislation and administrative rules that are precleared at press time.

Note on New Law, Restricted May Uniform Date

NEW LAW: Counties are not authorized to hold an election ordered by county authority on the May uniform election date in an even-numbered year. A county elections administrator may refuse to provide election services by contract **for an election that is held on the May uniform election date in an even-numbered year**. Section 41.001(d). Many entities have chosen to re-schedule their general elections as a result of changes made by Senate Bill 100 (2011). If you have changed your general election date, we recommend updating your records with our office so that you receive the relevant materials in the future.

Note on Joint Election Requirement for School Districts

School districts conducting trustee elections must have joint polling places on election day with either a city holding an election on the uniform election day (located wholly or partly within the school district's boundaries), or with the county on the November uniform election day in even-numbered years. For purposes of this calendar, we will continue to use separate subheads for Cities and School Districts when their rules are different. However, many entities will be working out joint election agreements.

Note on Notice of Filing Period

The authority with whom an application for a place on the ballot is filed must post a notice of the filing period dates in a building in which the authority maintains an office. The notice must be posted not later than the 30th day **before** the first day to file. (Sec. 141.040). If you order a special election to fill a vacancy, the order must include the filing deadline; we recommend posting the notice of the filing period as soon as practicable after a special election is ordered. The form may be found on our [website](#). **NEW LAW:** For **political subdivisions that do not have a "first day" to file**, post the notice the 30th day before the last day on which a candidate may file the application (if the Election Code does not designate a first day on which the candidate may file the application). (Sec. 141.040, House Bill 2817 (2011)).

Note on Notice of Elections

Political subdivisions other than cities and schools may have specific statutory notice requirements. In the absence of specific statutory requirements, such political subdivisions must

post a notice on or before the 21st day before the election. (Sec. 4.003(b)). For the Saturday, May 12, 2012 election, this notice must be posted on or before Monday, April 23, 2012.* The general rule is that notice must be given in one of the following manners:

- A. By posting a notice in each election precinct in which the election is to be held on or before the 19th day before the election, Monday, April 23, 2012. (Secs. 1.006, 4.003(a)(2)).*
- B. By publishing the notice at least once between the 30th day and the 10th day before the election, Thursday, April 12, 2012 – Wednesday, May 2, 2012. (Sec. 4.003(a)(1)).
- C. By mailing a copy of the notice to each registered voter of the territory covered by the election, not later than the 10th day before election day, Wednesday, May 2, 2012. (Sec. 4.003(a)(3)).

*Since the 21st day before the election falls on a Saturday, the deadline is extended to the next business day.

This notice must include:

- 1. The type and date of the election;
- 2. The location of each polling place;
- 3. The hours the polls will be open;
- 4. The location of the main early voting polling place;
- 5. The regular dates and hours for early voting by personal appearance;
- 6. The dates and hours of any Saturday or Sunday early voting, if any; and
- 7. The early voting clerk's mailing address.

Note regarding branch early voting locations: The branch early voting locations are no longer a required part of your notice under the Election Code. However, you will need to obtain preclearance if you make a change and omit this information from your notice. (Sec. 4.003, House Bill 2817 (2011)).

Note for Cities and School Districts: Cities and School Districts are required to publish their notice in a newspaper in accordance with Section 4.003(a)(1) (See B, above) and may also give any additional notice. (Sec. 4.003(c)).

Note for Home Rule Charter Cities: Home-rule Cities **MUST** also give notice as provided in their charters.

Note for Cities: Cities must choose **two weekdays** to be open for 12 hours during the regular early voting period. The city council must choose the two weekdays. (Sec. 85.005(d)).

Note for All Political Subdivisions, Except Counties & Cities: Voting on **ANY** Saturday or Sunday must be included in the order and notice of election. (Secs. 85.006 & 85.007).

Note for All Political Subdivisions, Except Counties: The governing body of a political subdivision must deliver notice of the election to the county clerk and voter registrar of each county in which the political subdivision is located not later than the 60th day before election day, Tuesday, March 13, 2012. (Sec. 4.008)

Notice of Previous Polling Place: If a different polling place is being used from the previous election held by the same authority, notice must be posted at the entrance of the previous polling place informing voters of the current polling place location, if possible. (Sec. 43.062).

Note on Testing Tabulating Equipment

The automatic tabulating equipment used for counting ballots at a central counting station must be tested three times for each election before the early voting period begins and before election day. We recommend you test the equipment as soon as possible; however, the first test **must be conducted at least 48 hours before** the automatic tabulating equipment is used to count ballots voted in the election. The second test shall be conducted immediately before the counting of ballots with the equipment begins. The third test shall be conducted immediately after the counting of ballots with the equipment is completed. Please note that the custodian of the automatic tabulating equipment shall publish notice of the date, hour, and place of the first test in a newspaper at least 48 hours before the date of the test. The automatic tabulating equipment may not be used to count ballots voted in the election until a test is successful. For more information on testing tabulating equipment, please see Chapter 127, Subchapter D of the Texas Election Code.

Calendar of Events

Thursday, January 5, 2012 (30th day before Saturday, February 4, 2012)

Cities and Schools (including junior colleges): Post notice of the filing period dates in a building in which the authority maintains an office. The notice must be posted not later than the 30th day before the first day to file. (Sec. 141.040). **NEW LAW:** For **political subdivisions that do not have a "first day" to file**, post the notice the 30 before the last day on which a candidate may file the application (if the Election Code does not designate a first day on which the candidate may file the application). (Sec. 141.040, House Bill 2817 (2011)). See also entry at Monday, March 5, 2012.

Saturday, February 4, 2012 (98th day before election day, 30th day before Monday, March 5, 2012)

Cities and Schools (including junior colleges and community colleges) only: First day to file an application for a place on the ballot. (Secs. 1.006 & 143.007, Election Code; 11.055 & 130.082 (g), Education Code). Note: The 30th day before the filing deadline falls on a Saturday, but since the first day to apply is **not** a deadline, Section 1.006 does not apply, and the first day to apply does not move to the next business day. **Your office is not required to be open on Saturday or Sunday.**

All Other Districts: Generally, there is no "first" day to file for other districts.

FAQ NOTE: We are often asked how filing can begin if you have not yet ordered the general election. You do **not** need to order your **general** (regularly occurring) election in order for the filing period to begin.

Monday, February 13, 2012 (89th day before election day)

Last day for eligible political subdivisions to submit notice or application of undue burden status to the Secretary of State for exemption from accessible voting system requirement. (Sec. 1.006, 61.013). For additional information, consult [most current advisory](#) on this topic.

Friday, March 2, 2012 (71st day before election day; day before 2nd day before filing deadline)

If a candidate dies on or before this date, his or her name is not placed on the ballot, if the filing deadline is Monday, March 5, 2012. (Sec. 145.094(a)(1)).

Note: Friday, March 2, 2012 is Texas Independence Day. The date of a death does not "move" under Section 1.006. However, this day is calculated back from the filing deadline (as extended by Section 1.006) of Monday, March 5, 2012.

Saturday, March 3, 2012 (70th day before election day)

Last day to order a special election to fill a vacancy (if authorized to fill vacancies by special election) and have the filing deadline be the 62nd day before election day, extended to Monday, March 12, 2012).

NOTE: Section 201.054 provides for three possible times to order a special election to be held on the May uniform date, each triggering a different filing deadline. These are: (1) on or before the 70th day before election day (62nd day deadline); (2) the 36th day before election day (31st day deadline); and (3) the 30th day before election day (deadline depends on factors in Section 201.054). This is the "first" of the three possible ordering times. We do not interpret the 70th day order date here as "moving" to the next business day, as this is not the last day to order a special election to fill a vacancy for this uniform election date.

For your future reference, please note that these deadlines are not the same for elections held on the November uniform election date in an even-numbered year. Senate Bill 100 (2011) amended subsection 201.054(f), applicable to elections on the uniform date in November of even-numbered years.

First day to post notice of ballot position drawing if drawing is to be conducted on Tuesday, March 6, 2012. This notice must be posted for 72 hours immediately preceding the time of the drawing. (Sec. 52.094(c)).

For an election not held at city expense, a notice of ballot position drawing must be mailed to candidates by this date if drawing is to be conducted on Tuesday, March 6, 2012. (Sec. 52.094(d)). Candidates who have not filed by this date should be given a copy of the notice at the time they file.

For an election held at city expense, if a candidate gives the filing authority a written request, accompanied by a stamped, self-addressed envelope, the filing authority must mail the candidate a notice of ballot position drawing. (Sec. 52.094(d)).

Monday, March 5, 2012 (68th day before election day, extended from 71st day, Friday, March 2, 2012, Texas Independence Day)

5:00 p.m. - Except as otherwise provided by the Election Code, the deadline to file an application for a place on the ballot. (Secs. 1.006, 143.007(a), 144.005(a), Election Code; and Sec. 11.055, Education Code, Chapter 286, Health & Safety Code).

For your future reference, please note that these deadlines are not the same for elections held on the November date in an even-numbered year.

5:00 p.m. - Deadline for write-in candidates to file declarations of write-in candidacy for regular officers for city, school district, library district, junior college district, hospital district, common

school districts, Chapter 36 and 49 Water Code districts, and other political subdivision elections, unless otherwise provided by law. (Secs. 144.006, 146.054, 146.055, 146.083 Election Code; Secs. 11.056, 11.304, 130.0825, Education Code; Secs. 326.0431, 326.0432, Local Government Code; Section 285.131, Health and Safety Code; and Secs. 36.059, 49.101, 63.0945, Water Code).

NEW LAW: Senate Bill 100 (2011) amended the write-in declaration deadline for most local entities to be the same day as the regular filing deadline. Note: As the laws were amended to apply to elections held on a uniform date other than the November even-numbered year election date, this means that the 68th day is the deadline for a write-in declaration for a special election. See especially Sections 144.006, 146.054, as amended.

Deadline to Order General Election

Last day for political subdivisions to order a general election to be held on Saturday, May 12, 2012, unless otherwise provided by the Election Code. (Secs. 1.006, 3.005).

The order must include:

1. The date of the election;
2. The offices or measures to be voted on;
3. The location of the main early voting polling place;
4. Recommended branch early voting polling places (see note under notice of elections)
5. The dates and hours for early voting (it is recommended that this information be included in the order for counties and cities, but it must be included for all other entities) (Cities must include the two designated weekdays for which early voting will be held for 12 hours);
6. The dates and hours of any Saturday and Sunday early voting (if applicable, it is recommended that this information be included in the order for counties and cities, but it must be included for all other entities); and
7. The early voting clerk's official mailing address.

Important Note for City offices with four-year terms: If no candidate files for a particular office by the deadline, the deadline is extended to 5:00 p.m. on Friday, March 16, 2012 (57th day before election day). (Sec. 143.008).

Important Note for School Districts: Even if it is spring break, if a candidate attempts to file at the correct place and no filing official is there, the candidate may have legal grounds to go to court in a mandamus action to compel the school district to accept the application later. For this reason, we strongly recommend having someone available at the place of business on a filing deadline, especially from 2:00 p.m. to 5:00 p.m. (This guideline is based on the office-hour rule that starts later.) Even if you also accept applications by mail and fax, if you do not have someone there at 5:00 p.m., you will have no reliable witness to say who has met the deadline.

Note on Candidate's Application Filed by Mail: An application by mail is considered to be filed at the time of its receipt by the appropriate filing authority. (Secs. 143.007(b), 144.005(b)).

Recommended date to order the lists of registered voters from the county voter registrar. The list should include both the voters' residences and mailing addresses in order to conduct early voting by mail. (Sec. 18.006).

Recommended date to confirm telephone number for the county voter registrar's office on election day.

Recommended date to order election supplies.

Recommended date to appoint presiding and alternate judges. Currently, the Election Code does not establish a deadline for appointing election officials; there is only a notification deadline. For further information concerning procedures for appointing judges and their alternates, see Sections 32.005, 32.008, and 32.011. General eligibility requirements are found in Subchapter C, Chapter 32. In addition to appointing a judge and alternate judge for each election precinct pursuant to Sections 32.001 and 32.005, the governing body must allow the judge to appoint no less than two clerks; however, the alternate judge must serve as one of the clerks as a matter of law. The presiding judge then appoints an additional clerk(s), but not more than the maximum set by the governing body. (Sec. 32.033). Presiding judges and their alternates must be given notice of their appointments not later than the 20th day after the appointment is made. (Sec. 32.009). This notice may be combined with the writ of election pursuant to Section 32.009, which is required in accordance with Section 4.007 to be delivered to each presiding judge not later than the 15th day before the election, Friday, April 27, 2012. If the notices are combined, both must be delivered by the date required in the earlier notice.

Tuesday, March 6, 2012 (day after the filing deadline)

Recommended date to conduct ballot position drawing. (Sec. 52.094).

Recommended first day that an election may be cancelled **IF** all filing deadlines have passed and each candidate for an office listed on the ballot is unopposed. (Sec. 2.052). **This recommendation presumes a filing deadline of Monday, March 5, 2012 and a write-in deadline of Monday, March 5, 2012. Special elections may have different deadlines, and may now be cancelled separately.**

Note for a Political Subdivision Holding a Special Vacancy Election: If you are having a special election to fill a vacancy for an unexpired (partial) term, you must not cancel **the special election** until after all deadlines to file for a special vacancy election has passed. (Reminder: The cancellation procedures allow general and special elections to be considered separate elections for cancellation purposes. If the elections are separated, note there are procedures related to listing unopposed candidates in the same relative order on the ballot. See Section 2.053 See cancellation outline for more details.)

Thursday, March 8, 2012 (3rd day after the filing deadline)

5:00 p.m. - Last day for a candidate to withdraw **in an election for which the filing deadline is the 71st day before election day**. If a candidate withdraws or is declared ineligible by this date, his or her name is omitted from the ballot. (Secs. 145.092(a) and 145.094(a)(2)).

NEW LAW: The new general rule for withdrawal deadlines for city, school district, and other local elections is 5:00 p.m. of the third day after the regular filing deadline, pursuant to Section 145.094, as amended. House Bill 2817, Senate Bill 100 (2011). Note: This deadline conflicts with Section 145.096 (deceased or ineligible candidate's name to appear on ballot), which was not amended in 2011 to be consistent with the new law. We view the new law as prevailing.

Monday, March 12, 2012 (61st day before election day, extended from 62nd day)

5:00 p.m. - Last day to file for a place on the ballot in a special election to fill a vacancy, **IF** the special election is ordered on or before the 70th day before election day, Saturday, March 3, 2012. (Sec. 201.054). (For new law about write-in declaration deadline, see entry at March 5, 2012.)

Tuesday, March 13, 2012 (60th day before election day)

First day to accept regular applications for early voting ballots by mail for any May 12, 2012 elections. (Sec. 84.007). **Reminder: FPCA's filed before September 1, 2011 are valid for a period of two federal elections for all elections. FPCA's filed on or after September 1, 2011 are valid until December 31, 2011 (i.e., calendar year).** (Sec. 141.040, Senate Bill 100 (2011)).

Last day for the governing body of a political subdivision to deliver notice of the election to the county clerk/elections administrator and voter registrar of each county in which the political subdivision is wholly or partly located. (Sec. 4.008).

Tuesday, March 20, 2012 (53rd day before election day)

5:00 p.m. - Last day for a candidate to withdraw **in an election for which the filing deadline is the 62nd day before election day** (for example, a special election). If a candidate withdraws or is declared ineligible by this date, his or her name is omitted from the ballot. (Secs. 145.092(b) and 145.094(a)(3)).

Friday, March 23, 2012 - Thursday, June 21, 2012 (50th day before election day – 40th day after election day)

Mandatory office hours: Each county clerk, city secretary, or secretary of a governing body (or the person performing duties of a secretary) must keep the office open for election duties for at least 3 hours each day, during regular office hours, on regular business days. (Sec. 31.122).

Note for Independent School Districts: A regular business day means a day on which the school district's main business office is regularly open for business. (Sec. 31.122(b)). **If a school holiday falls on a day during the early voting by personal appearance period that is not a federal or state holiday (see Sec. 1.006 for listing), the independent school district is still required to be open to conduct early voting by personal appearance.**

Monday, March 26, 2012 (47th day before election day, 20th day after March 5, 2012, extended to Monday)

Last day to notify election judges of their appointment if they were appointed, as recommended, by Monday, March 5, 2012. (Sec. 32.009(b)). Presiding and alternate judges must be notified of their appointment in writing, not later than the 20th day after the date the appointment is made. The notice of the judge's duty to conduct the election (writ of election) pursuant to Section 4.007 may be combined with the above notice, if the appointment is for a single election only. If the notices are **NOT** combined, then the notice of the judge's duty to conduct the election (writ of election) must be delivered not later than Friday, April 27, 2012 (15th day before election day).

Wednesday, March 28, 2012 (45th day before election day)

Recommended date to mail overseas and military ballots.

Early voting clerk may begin mailing early voting ballots to applicants as soon as ballots are available, but we strongly **recommend** that ballots be mailed no later than the 45th day before the election, if possible. (Sec. 86.004). **Reminder: the early voting clerk must mail a ballot not later than the 7th day after the later of the date the early voting clerk has accepted a voter's application for a ballot by mail or the date the ballots become available for mailing. However, if the 7th day falls earlier than the 45th day before election day, the voter's mail ballot must be**

mailed no later than the 38th day before election day. Please note this deadline is not extended under Section 1.006. (Sec. 86.004).

Friday, April 6, 2012 (36th day before election day)

Last day to order a special election to fill a vacancy if ordered after the 70th day before election day (if authorized by law to order such an election) in order to have a Wednesday, April 11, 2012 candidate application deadline (31st day before election). (See entry at Saturday, March 3, 2012) (Sec. 201.054(a)(3)).

Note: In 2012, this is Good Friday (the Friday before Easter); however, Good Friday is **not** a state or national holiday under Section 1.006.

Wednesday, April 11, 2012 (31st day before election day)

5:00 p.m. - Last day to file for a place on the ballot in a special election to fill a vacancy, if the **special** election is ordered after the 70th day but on or before April 6, 2012, the 36th day before election day. (Sec. 201.054(a)(2)). (For new law about write-in declaration deadline, see entry at March 5, 2012.)

Thursday, April 12, 2012 (30th day before election day)

Last day to register to vote for the Saturday, May 12, 2012 election. (Sec. 13.143).

Reminder: An FPCA (Federal Postcard Application) also serves as an application for **permanent** registration under Texas law; originals should be forwarded to the county voter registrar, after making a copy for the early voting clerk's use (mailing ballots, etc.) and records **unless the voter marked "indefinitely away" (older form) or away without intent to return (newer form)** in which case, it will not serve as a permanent registration. (Sec. 101.006; Tex. Admin. Code Sec. 81.40).

Last day for a voter to make a change of address that will be effective for the election. (Sec. 15.025).

"Third" and final deadline to order a special election to fill a vacancy (if authorized by law to order such an election). (Sec. 201.052). If an election is ordered between the 35th day before election day and this date, see Section 201.054(a)(2) for possible candidate filing deadline dates.

First day of period during which notice of election must be published **if method of giving notice is not specified by a law outside the Election Code**, and publication is the method of giving notice is selected. (Sec. 4.003(a)(1)).

Note: If you are having a tax rollback election on the May 12, 2012 date and you have questions regarding the new 30-day deadline, please contact the Secretary of State's office for further direction.

Friday, April 13, 2012 (29th day before election day)

Recommended last day for early voting clerk to order supplemental and registration correction lists, if applicable, or order revised original list from the voter registrar for early voting by personal appearance. (Secs. 18.001, 18.003).

Saturday, April 14, 2012 (26th day before election day; 3rd day after the 31st day special election filing deadline)

5:00 p.m. - Last day for a candidate to withdraw **in an election for which the filing deadline is the 31st day before election day. If a candidate withdraws or is declared ineligible by this date, his or her name is omitted from the ballot.** (Secs. 145.092(a) and 145.094(a)(2)). **Note:** Section 1.006 does not apply to extend deadline.

NEW LAW: The new general rule for withdrawal deadlines for city, school district, and other local elections is 5:00 p.m. of the third day after the filing deadline, pursuant to Section 145.094, as amended. House Bill 2817, Senate Bill 100 (2011). **Note:** This deadline conflicts with Section 145.096 (deceased or ineligible candidate's name to appear on ballot), which was not amended in 2011 to be consistent with the new law. We view the new law as prevailing.

Monday, April 23, 2012 (19th day before election day)

Last day to post notice of election on bulletin board used for posting notices of meetings of governing body. (extended deadline) (Secs. 1.006, 4.003(b)).

Last day to post notice of election in each election precinct **if method of giving notice is not specified by a law outside the Election Code** and notice is given by this method in lieu of publication. (extended deadline) (Secs. 1.006, 4.003(a)(2)). Cities and School Districts must publish their notice in the newspaper.

Monday, April 23, 2012 - Friday, May 4, 2012 (19th day before election day - 8th day before election day)

A person submitting an FPCA during this period who is **not** permanently registered to vote is not entitled to receive a ballot for any non-federal election held on May 12, 2012. See entry below under Friday, April 27, 2012 for timeliness of an FPCA received without a postmark. (Sec. 101.004). (Deadline extended).

Note: Be sure to check the list of registered voters for permanent registration status. Also, state law authorizes an FPCA to also serve as an application for **permanent** registration; therefore, the person might be permanently-registered based on a prior FPCA. Even if the FPCA arrives too late for a particular election, the early voting clerk will still need to forward the original FPCA to the county voter registrar, after making a copy for your early voting clerk's use (mailing ballots, etc.) and records **unless the voter marked "indefinitely away" (older form) or away without intent to return (newer form)** in which case, it will not serve as a permanent registration. (Sec. 101.006; Tex. Admin. Code Sec. 81.40).

Note: Overseas (non-military) voters marking the FPCA as "indefinitely away" (older form) or away without intent to return (newer form) receive a federal ballot only **regardless** of the date filed. (See Chapter 114). In a local (non-federal) election, this means there is no ballot to send the voter.

Tuesday, April 24, 2012 (18th day before election day)

Last day to publish notice of the public Logic and Accuracy (L&A) Test of early voting automatic tabulating equipment, if test will be held on April 27, 2012. The latest date to perform this test is Friday, April 27, 2012. Notice of the public Logic and Accuracy Test should be published at least 48 hours before the date the test is conducted. (Sec. 127.096).

Friday, April 27, 2012 (15th day before election day)

Last day to conduct public Logic and Accuracy Test (first test) of automatic tabulating equipment for use during the early voting period. We highly recommend that this test is done on an earlier date to allow time for corrections to programming, if necessary. (See note prior to Calendar of Events.) Per Section 127.093, the test shall be conducted **at least** 48 hours before the automatic tabulating equipment is used.

If an FPCA is **received** by this date **without** a postmark to prove mailing date, the early voting clerk will accept the FPCA and mail the applicant a full ballot even if the applicant is not a permanently registered voter but meets the requirements under Title 2 of the Election Code. (Sec. 101.004(i)).

Last day to notify election judges of duty to hold election (Writ of Election). Notice must be given by the 15th day before the election or the 7th day after the day the election is ordered, whichever is later. The Writ of Election must be given to each presiding judge and include:

1. The judge's duty to hold the election;
2. The type and date of election;
3. The polling place location at which the judge will serve;
4. The polling place hours; and
5. The maximum number of clerks the judge may appoint. (Sec. 4.007).

Monday, April 30, 2012 (12th day before election day)

First day to vote early in person. (Sec. 85.001(e)). Early voting in person must be conducted for at least eight (8) hours each weekday that is not a legal state holiday unless the political subdivision has fewer than 1,000 registered voters, in which case early voting in person must be conducted for at least three (3) hours per day. (Sec. 85.005).

If a defective application to vote early by mail is received on or before this date, the early voting clerk must mail the applicant a new application with explanation of defects and instructions for submitting the new application. For defective applications received after this date and before the end of early voting by personal appearance, the early voting clerk must mail only the notice of defect and a statement that the voter is not entitled to vote early by mail unless he or she submits a sufficient application by the deadline. (Sec. 86.008).

Note for Cities: Cities must choose **two weekdays** to be open for 12 hours during the regular early voting period. The city council must choose the two weekdays. (Sec. 85.005(d)).

Note to Independent School Districts: Despite the change in state law that allows an ISD to be closed on school holidays during the mandatory office hours period, you are **required to be open** during the entire early voting period except on legal state and national holidays; see note under Sec. 1.006 for listing.

Wednesday, May 2, 2012 (10th day before election day)

Last day of period during which notice of election must be published **if method of giving notice is not specified by a law outside the Election Code** and this method of giving notice is selected. (Sec. 4.003(a)(1)).

Last day to mail a copy of the notice of election to each registered voter in the county **if method of giving notice is not specified by a law outside the Election Code** and this method of giving notice is selected. (Sec. 4.003(a)(3)).

Cities and Counties Only: Last day to post notice on bulletin board used for posting notice of city council or commissioners court, if early voting will be conducted on Saturday, May 5, 2012. (Sec. 85.007). Notice must be posted at least 72 hours before early voting begins on a Saturday or Sunday.

Thursday, May 3, 2012 (9th day before election day)

Cities and Counties Only: Last day to post notice on bulletin board used for posting notice of city council or commissioners court, if early voting will be conducted on Sunday, May 6, 2012. (Sec. 85.007). Notice must be posted at least 72 hours before early voting begins on a Saturday or Sunday.

A voter who becomes sick or disabled on or after this date may vote a late ballot if the sickness or disability prevents the voter from appearing at the polling place without the likelihood of needing personal assistance or of injuring his or her health. (Sec. 102.001).

Friday, May 4, 2012 (8th day before election day)*

Last day to receive an application for a ballot to be voted by mail or an FPCA from a registered voter. (Sec. 84.007).

*Since the 7th day before election day falls on Saturday, May 5, 2012, the deadline is moved to the first **preceding** regular business day. (Sec. 84.007(c)).

NEW LAW: Under prior law, this was the first day that counties with a population of 100,000 or more or **local political subdivisions conducting an election jointly with such a county** may convene their early voting ballot board and begin **processing and counting** ballots; however, the results may not be announced until after the polls close on election day. The early voting clerk shall continuously post notice for 24 hours preceding each delivery of voting materials that is to be made before the time for opening the polls on election day. (Sec. 87.0222). **This law is no longer applicable to the uniform election date in May of even-numbered years** since there are no joint elections with counties

Monday, May 7, 2012 (5th day before election day)

A voter who has a death in the immediate family (related within 2nd degree by consanguinity or affinity) that occurs on or after this day may vote a late ballot starting Wednesday, May 9, 2012 (the day after early voting in person ends). (Sec. 103.001).

Last day to publish notice of the public Logic and Accuracy (L&A) Test, also known as the first test of automatic tabulating equipment. The latest date to perform this test is Thursday, May 10, 2012, and notice of the first test should be published at least 48 hours before the date the test is conducted. (Sec. 127.096)

Tuesday, May 8, 2012 (4th day before election day)

Last day to vote early by personal appearance. (Sec. 85.001(e)).

5:00 p.m. - Requests for election inspectors for Saturday, May 12, 2012 elections must be received by the Secretary of State on or before this date. (Sec. 34.001).

Wednesday, May 9, 2012 (day after early voting in person ends)

First day to submit an application for and vote a late ballot because of a death in the immediate family that occurred on or after Monday, May 7, 2012, and will require absence from the county on election day. (Secs. 103.001, 103.003(b)).

First day to submit an application for and vote a late ballot because of sickness or disability that arose on or after Thursday, May 3, 2012. (Secs. 102.001, 102.003).

Political subdivisions may convene the early voting ballot board for the purpose of **processing and qualifying** the ballots but may **not** begin counting the ballots until election day. The early voting clerk shall continuously post notice for 24 hours preceding each delivery of voting materials that is to be made before the time for opening the polls on election day. (Secs. 87.0221, 87.023, 87.024, 87.0241).

Thursday, May 10, 2012 (2nd day before election day)

Last day to conduct public Logic and Accuracy Test of automatic tabulating equipment for use during election day. We highly recommend that this test be done on an earlier date and in conjunction with the test on early voting tabulating equipment, to allow time for corrections to programming, if necessary. Per Section 127.093, the test shall be conducted at least 48 hours before the automatic tabulating equipment is used.

Friday, May 11, 2012 (day before election day)

Last day to submit an application for and vote a late ballot by personal appearance due to death in immediate family. (Sec. 103.003(b)).

Last day to deliver precinct early voting lists to election judges. (Sec. 87.122).

Saturday, May 12, 2012 - Election Day

7:00 a.m. to 7:00 p.m. - Polls open. (Sec. 41.031).

7:00 a.m. to 7:00 p.m. - Voter registrar's office is open. (Sec. 12.004(c)).

7:00 a.m. to 7:00 p.m. - Early voting clerk's office is open for early voting activities. (Sec. 83.011).

7:00 a.m. to 7:00 p.m. - Sick and disabled persons may vote at the main early voting polling place if **electronic voting systems** are used at regular polling place(s) on election day **and** the voter has a sickness or condition that prevents the voter from voting in the regular manner without personal assistance or likelihood of injury. (Sec. 104.003).

5:00 p.m. - Deadline for receiving **applications** for late ballots to be voted by persons who became sick or disabled on or after Thursday, May 3, 2012. (Sec. 102.003(b)).

7:00 p.m. - Deadline for receiving early voting **ballots** by mail and late ballots cast by voters who became sick or disabled on or after Thursday, May 3, 2012. (Secs. 86.007(a), 102.006(c)).

Note on Manual Examination of Ballots Before Processing on Automatic Counting Equipment: The central counting station manager shall direct the manual examination of all electronic voting system ballots to ascertain whether the ballots can be processed in the usual manner or if the ballots need to be duplicated to clearly reflect the voter's intent. (Sec. 127.125).

Note on Receipt of Mail Ballots: All marked early voting ballots sent by mail from inside the United States must arrive before the time the polls are required to close on election day. If the early voting clerk cannot determine whether a ballot arrived before the deadline, the ballot is considered to have arrived at the time the place at which the carrier envelopes are deposited was last inspected for removal of returned ballots. (Sec. 86.007(a)). The early voting clerk must check the mailbox for early voting mail ballots at least once after the time for regular mail delivery. (Sec. 86.007(b)). **A marked ballot that is not timely returned may not be counted unless the ballot may be counted late, pursuant to Section 86.007(d), which applies to ballots mailed from outside of the United States.**

Note on Delivery of Early Voting by Personal Appearance and Mail Ballots: The early voting clerk delivers the voted ballots, the key to the double-locked ballot box, etc., to the early voting ballot board at the time or times specified by the presiding judge of the early voting ballot board, during the hours the polls are open or as soon after the polls close as practicable. (Sec. 87.022). The custodian of the key to the second lock of the double-locked early voting ballot box delivers his or her key to the presiding judge of the early voting ballot board on request of the presiding judge. (Secs. 85.032(d) and 87.025). The custodian is the sheriff for county elections; the chief of police or city marshal for city elections; and the constable of the justice precinct in which the political subdivision's main office is located (or the sheriff, if there is no constable), for other political subdivision elections. (Sec. 66.060).

Note on Delivery of Early Voting Ballots to Early Voting Ballot Board Before Election Day: Early voting ballots may be delivered to the early voting ballot board at any time after early voting by personal appearance ends. Ballots may be qualified and prepared for counting before election day, but they may not be counted until election day. (Secs. 87.023, 87.024, 87.0221, 87.0222, 87.0241(b)). If ballots are to be delivered before election day, the early voting clerk must post notice at least 24 hours before each delivery at the main early voting polling place. (Secs. 87.023(b), 87.024(b), 87.0221(b)).

The second test of automatic tabulating equipment used for counting ballots at a central counting station must be conducted immediately before the counting of ballots with equipment begins. The third test must be conducted immediately after the counting is completed. (Secs. 127.093, 127.097 & 127.098).

Precinct election returns are delivered to the appropriate authorities after completion. (Sec. 66.053(a)).

Monday, May 14, 2012 (2nd day and 1st business day after election day)

The general custodian of election records must deliver the ballot box(es) or transfer case(s) containing the provisional ballots, along with the Summary of Provisional Ballots and the List of Provisional Voters to the county voter registrar, by this day. The general custodian of election records makes this delivery to the voter registrar during the voter registrar office's regular business hours.

Note for Political Subdivisions Located in More than One County: Your political subdivision will have to make delivery of the provisional ballots and forms to the voter registrar in **each** county in which your political subdivision is located. (1 Tex. Admin Code Secs. 81.172 – 81.174).

If the voter registrar wants to take possession of the provisional ballots and forms on election night (Saturday, May 12, 2012), the voter registrar must inform the custodian of the election records and post a Notice of Election Night Transfer no later than 24 hours before election day. However, under this type of delivery, the county voter registrar must go to the custodian of election records office and pick up the provisional ballots and forms. Also, note that the voter registrar may take possession of provisional ballots prior to election night if ballots are kept separated and may be provided without unlawful entry into the ballot box. (1 Tex. Admin Code Secs. 81.172 – 81.174).

Tuesday, May 15, 2012 (3rd day after election day)

The first possible day to conduct official local canvass of returns by governing authority of the political subdivision. **HOWEVER**, the canvass may not be conducted until the ballot board has verified and counted all provisional ballots, if a provisional ballot has been cast in the election, **AND** counted all timely received ballots cast from addresses outside the United States (see entry at May 18, 2012, sixth day after election day), if a ballot by mail was provided to a person outside of the United States. (Sec. 67.003). Notice of canvass must be posted at least 72 hours continuously before the canvass is conducted.

For districts using electronic voting systems, last day to **begin** manual recount of ballots in three precincts or one percent of precincts, whichever is greater, unless requirement has been waived. (Sec. 127.201(a)). Results of manual count must be mailed to Secretary of State not later than the 3rd day after the manual count is completed. (Sec. 127.201(e)).

Wednesday, May 16, 2012 (3rd business day after election day)

Deadline for Voter Registrar to complete the review of provisional ballots. (1 Tex. Admin Code Secs. 81.172 – 81.174).

Deadline for all political subdivisions to retrieve provisional ballots. (1 Tex. Admin Code Secs. 81.172 – 81.174).

Thursday, May 17, 2012 (5th day after election day)

Last day to receive carrier envelopes placed in the mail by 7:00 p.m. on election day, May 12, 2012, from voters who are voting outside the United States. (Sec. 86.007(d)(3)).

Friday, May 18, 2012 (6th day after election day)

Last day for early voting ballot board to convene to qualify and count any late ballots that were submitted from outside the United States and received by Thursday, May 17, 2012. (Sec. 87.125).

Recommended last day for early voting ballot board to convene to qualify and count any provisional ballots that have been reviewed by the voter registrar. (Actual deadline to meet to review and count provisional ballots is the 7th day after election day, extended to the next business day, Monday, May 21, 2012. (Sec. 65.051(a), 1.006)).

First day that newly-elected officers of Type A general law city may qualify and assume duties of office.

Type A City Council members may take office anytime following the canvass. (Section 22.006 of the Texas Local Government Code Section states that a newly-elected municipal officer may

exercise the duties of office beginning on the fifth day after the date of the election, excluding Sundays. Section 22.036 of the Texas Local Government Code further requires that the newly-elected governing body of the municipality "meet at the usual meeting place and shall be installed.")

Monday, May 21, 2012 (9th day after election day, extended from the 7th day)

Last day for early voting ballot board to convene to qualify and count any provisional ballots that have been reviewed by the voter registrar. (The 7th day after election day, extended to the next business day, Monday, May 21, 2012. (Sec. 65.051(a), 1.006)).

Tuesday, May 22, 2012 (10th day after election day)

Last day for the presiding judge of the early voting ballot board to mail notices of rejected mail ballots to voters. (Sec. 87.0431).

Wednesday, May 23, 2012 (11th day after election day)

Last day for official canvass of returns by governing authority of political subdivision. (Sec. 67.003).

Monday, June 4, 2012 (23rd day after election day, extended from 10th day after canvass)

Last day for presiding judge of the early voting ballot board to mail notices of outcome of provisional ballots to voters. (extended deadline) (1 Tex. Admin Code Secs. 81.172 – 81.174).

Last day to complete manual count. (extended deadline) (Sec. 127.201(a)).

Monday, June 11, 2012 (30th day after election day)

Last day to file **electronic** precinct-by-precinct returns with Secretary of State. (Sec. 67.017).

Thursday, June 21, 2012 (40th day after election day)

Last day of the period for mandatory office hours. See entry for Friday, March 23, 2012. (Sec. 31.122).

Thursday, July 12, 2012 (61st day after election day)

First day that ballot box(es) may be unlocked and its voted ballots be transferred to another secure container for the remainder of the preservation period. (Sec. 66.058).

Tuesday, November 13, 2012 (day after 6 months following election)

Contents of ballot box(es) may be destroyed if no contest or criminal investigation has arisen (Secs. 1.013 & 66.058), and if no open records request has been filed (Tex. Att'y Gen. ORD-505 (1988)). **NEW LAW:** Generally, non-federal election records must be preserved for 6 months (instead of 22 months) from election day. (Sec. 66.058, House Bill 2817 (2011)).

Notable exceptions:

Election results must be permanently maintained in the election register. (Sec. 67.006).

We recommend that you maintain an FPCA as an election record until at least 6 months after a non-federal election in which the FPCA generated a ballot.

Note on electronic voting systems: See new Texas Administrative Code rules and advisories on our website for preservation procedures for electronic voting systems.

Note on Retention of Candidate Applications: Candidate applications must be retained by the governing body for two years after date of election. (Sec. 141.036).

Permanent Records

Election results must be permanently-maintained in the election register. (Sec. 67.006).

EHW:MB:id

ORDINANCE NO. 2012-659 (O)

AN ORDINANCE TO ORDER A GENERAL ELECTION ON MAY 12, 2012 FOR THE PURPOSE OF ELECTING THREE COUNCIL MEMBERS TO CITY COUNCIL PLACES ONE, TWO AND THREE FOR THE CITY OF WINDCREST; MAKING PROVISIONS FOR THE CONDUCT OF SUCH ELECTION AND RESOLVING OTHER MATTERS RELATED TO THE CONDUCT OF SUCH ELECTION.

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

1) That a General Election is hereby ordered to be held on May 12, 2012 in the City of Windcrest, Texas for the purpose of electing three Council Members to City Council Place One, City Council Place Two and City Council Place Three. Each Council Member elected shall serve a term of two years, with their terms terminating in May 2014, or when their successors are duly elected and qualified.

2) That at said election each of the foregoing named City Council positions shall be voted upon separately and that the candidate receiving the highest number of votes for each said City Council position shall be elected to such office.

3) That qualified persons desiring to be candidates in the aforementioned City Council Places shall file for election as such candidates with the City Secretary beginning at 8:30 a.m. on the 4th day of February, 2012 and not later than 5:00 p.m. on the 5th day of March, 2012.

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

5) The polling place designated for Windcrest voting precincts 4050, 4051, 4107, and 4175 for voting in the May 12, 2012 General Election shall be the Windcrest Elementary School located at 465 Faircrest, Windcrest, Texas and such polling place shall be open on said election day from 7:00 a.m. to 7:00 p.m.

6) The polling places designated for Windcrest voting precincts 4050, 4051, 4107, and 4175 for Early Voting for the May 12, 2012 General Election shall be the following:

Bexar County Justice Center	300 Dolorosa
Brookhollow Library	530 Heimer Road
Castle Hills City Hall	209 Lemonwood Dr.
Claude Black Center	2805 East Commerce
Cody Library	11441 Vance Jackson
Collins Garden Library	200 North Park
Crossroads Mall @ Wonderland of the Americas	4522 Fredericksburg
Edison High School	701 Santa Monica Dr
Encino Park Community Center	1923 Encino Rio
Fair Oaks Ranch City Hall	7286 Dietz Elkhorn
Great Northwest Library	9050 Wellwood
Harlandale ISD Administration Building	102 Genevieve
Helotes City Hall	12951 Bandera Rd.

Henry A. Guerra, Jr. Library
 Hollywood Park City Hall
 John Igo Library
 Parkway Johnson Library
 Judson Middle School
 Julia Yates Semmes Library @ Comanche Lookout Park
 Kirby City Hall
 Lanier High School
 Las Palmas Library
 Leon Valley Community Center
 Lion's Field Adult and Senior Citizen Center
 Live Oak Civic Center
 Maury Maverick, Jr. Library
 McCreless Library
 Memorial Library
 Mission Library
 Northside Activity Center
 Olmos Park City Hall
 Shavano Park City Hall
 Somerset City Hall
 South Park Mall
 Southside ISD Administration Building
 St. Benedicts Catholic Church
 Stoneoak Presbyterian Church
 Tobin Library @ Oakwell
 University City – City Hall
 UTSA
 VIA
 Windcrest Takas Park Civic Center

7978 W. Military Drive
 2 Mecca Drive
 13330 Kyle Seale
 6307 Sun Valley Drive
 9695 Schaefer
 15060 Judson Road
 112 Bauman
 514 W. Durango Blvd.
 515 Castroville Road
 6421 Evers Rd.
 2809 Broadway
 8101 Pat Booker Road
 8700 Mystic Park
 1023 Ada Street
 3222 Culebra
 3100 Roosevelt Ave.
 7001 Culebra
 120 W. El Prado
 900 Saddletree Ct.
 7360 East 6th St, Somerset
 2310 S.W. Military
 1460 Martinez-Losoya
 4535 Lord Rd.
 20024 Crescent Oaks
 4134 Harry Wurzbach
 2150 Universal City Blvd.
 1 UTSA Circle
 1021 San Pedro
 9310 Jim Seal Dr.

Early voting sites are subject to change.

Early Voting will be conducted each weekday from 8:00 a.m. to 6:00 p.m. from April 30, 2012 through May 8, 2012. Extended hours for Early Voting will be conducted on May ___, 2012 and May ___, 2012 from 8:00 a.m. to 8:00 p.m. Weekend early voting will be conducted on Saturday, May 5, 2012 from 10:00 a.m. to 6:00 p.m.

7) Applications for ballot by mail shall be mailed to Bexar Elections Administrator, 203 W. Nueva, Suite 3.61, San Antonio, Texas 78207. The first day to accept applications for voting by mail ballot is March 13, 2012 and the last day to receive applications by mail for voting by mail ballot is the close of business on May 4, 2012.

8) Jacqueline F. Callanen, Bexar Elections Administrator, is designated as the election officer to conduct the General Election of May 12, 2012 and Early Voting for the General Election. She shall appoint a sufficient number of clerks to assist in the proper conduct of the election and other persons to serve with her as a Early Voting Ballot Board.

Notice of the May 12, 2012 General Election of the City of Windcrest be posted and published in accordance with the Election Code of the State of Texas.

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

PASSED AND APPROVED this ____ day of February, 2012.

Alan Baxter, Mayor

ATTEST:

Heather Weidenbach, City Secretary

APPROVED AS TO FORM:

Michael S. Brennan, City Attorney

ORDINANCE NO 2012-660 (O)

AN ORDINANCE APPROVING AND ADOPTING AN AMENDMENT TO THE BUDGET FOR OPERATING THE MUNICIPAL GOVERNMENT OF THE CITY OF WINDCREST FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2011 AND ENDING ON SEPTEMBER 30 2012; AND ESTABLISHING A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City Council desires to amend the operating budget of the municipal government of the City of Windcrest for the fiscal year October 1, 2011 to September 30, 2012; and,

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

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

Section 1. That the City Council of the City of Windcrest does hereby ratify, approve and adopt the amendments to the budget considered for fiscal year of October 1, 2011 to September 30, 2012 as identified in Attachment "A" of this ordinance.

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

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

PASSED AND APPROVED, on the 23rd day of January 2012 at a regular meeting of the City Council of the City of Windcrest, Texas which meeting was held in compliance with the Open Meetings Act, Tex. Gov't Code, §551.001, et.seq. at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

Alan Baxter, Mayor

ATTEST:

Heather Weidenbach, City Secretary

1-19-2012 12:24 PM

BUDGET ADJUSTMENT REGISTER

PAGE: 1

PACKET: 00278-11-12 Asset Seizer Fund - Stat

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE

Budget Adj. # 000312							
09 500-050	1/19/2012	MISC Police Items	15,000.00	0.00	0.00	15,000.00	15,000.00
MISCELLANEOUS							
TOTAL NO. ADJUSTMENTS--EXPENSE:					1	15,000.00	
TOTAL IN PACKET--						15,000.00	

*** NO WARNINGS ***

*** NO ERRORS ***

*** END OF REPORT ***

RESOLUTION NUMBER 2012-362 (R)

**A RESOLUTION FOR THE COUNCIL ACTION TO ACCEPT THE
ENGAGEMENT LETTER FOR THE FISCAL YEAR 2010-11 AUDIT.**

WHEREAS, the City of Windcrest accepted the engagement letter associated with the annual of the Fiscal Year 2010-11 Audit; and

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

1. The Fiscal Year Audit 2010-11 will be performed by Garza/Gonzalez & Associates, with a not to exceed cost of \$26,500.

DULY PASSED AND APPROVED, on the ____ day of January 2012 at a regular meeting of the City Council of the City of Windcrest, Texas, which meeting was held in compliance with the Open Meetings Act, Tex. Gov't. Code, §551.001, et. seq. at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

Alan Baxter, Mayor

ATTEST:

Heather Weidenbach, City Secretary

Garza/Gonzalez & Associates

CERTIFIED PUBLIC ACCOUNTANTS

September 27, 2011

Mr. Rafael Castillo
City Manager
City of Windcrest
8601 Midcrown
Windcrest, Texas 78239

Dear Mr. Castillo:

We are pleased to confirm our understanding of the services we are to provide City of Windcrest for the year ending September 30, 2011. We will audit the basic financial statements of City of Windcrest and the Windcrest Economic Development Corporation, a discretely presented component unit as of and for the year ending September 30, 2011. We will assist the City in the preparation of the Annual Financial Report. Based on the audit request for proposal, we plan to present the final Annual Financial Report to the Mayor and City Council members at the March 5, 2012 meeting. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany City of Windcrest's basic financial statements. As part of our engagement, we will apply certain limited procedures to City of Windcrest's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management Discussion and Analysis.
2. Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual.
3. Schedule of Funding Progress Texas Municipal Retirement System.

Supplemental Information other than RSI also accompanies the City of Windcrest's Financial Statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements:

1. Non-Major Governmental Fund Statements.
2. Fund Statements.
3. Budget Schedules.

207 Arden Grove
San Antonio, TX 78215
210/227-1389
Fax 227-0716

Mr. Rafael Castillo
City Manager
September 27, 2011
Page 2

The Statistical Section will accompany the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements. Our auditor's report will disclaim an opinion.

Audit Objectives

The objective of our audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principle and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statements taken as a whole.

Our audit will be conducted in accordance with generally accepted auditing standards in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. If our opinion on the financial statements is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement. We will bill you for services we have performed through the date that we determine that we are unable to complete the audit.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You are also responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee our assistance with the preparation of your financial statements and related notes and any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Windcrest and the respective changes in financial position and where applicable, cash flows, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Mr. Rafael Castillo
City Manager
September 27, 2011
Page 3

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Mr. Rafael Castillo
City Manager
September 27, 2011
Page 4

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Windcrest's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Audit Administration, Fees, and Other

We understand that your employees will assist us during the audit too include locating any invoices selected by us for testing.

The workpapers for this engagement are the property of Garza/Gonzalez & Associates and constitute confidential information. However, such workpapers will be reproduced for the City upon request and payment for same. However, we may be requested to make certain workpapers available to another government agency pursuant to authority given to it by law or regulation. If requested, access to such workpapers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected workpapers to the government agency. The government agency may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

The workpapers for this engagement will be retained for a minimum of five years after the date the auditors' report is issued.

We expect to begin our audit during December 2011 and we expect to issue a draft report to management by the end of January 2012. The audit report will be presented to City Council on or about March 2012. Eli Mendoza, CPA is the engagement partner and is responsible for supervising the engagement and signing the report.

Mr. Rafael Castillo
City Manager
September 27, 2011
Page 5

Our fee for these services will not exceed \$21,800 for investing 248 hours for the City audit and no more than \$4,700 for investing no more than 52 hour for the Windcrest Economic Development Corporation. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Additional services the City may require such as: single audit, and/or other services will be billed as follows:

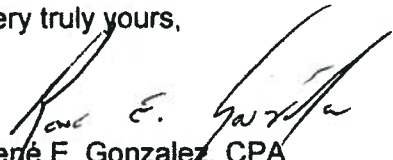
<u>Position</u>	<u>Hourly Rate</u>
Partner	\$120
Manager	95
Senior	90
Junior	85

Our fee for the services described in this letter will be rendered for payment on a monthly basis, so that you may readily relate our charges to the actual work performed.

A copy of our most recent quality control review report was included in our proposal.

We appreciate the opportunity to be of service to City of Windcrest, and its Economic Development Corporation and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



René E. Gonzalez, CPA
Senior Partner

REG:myh

RESPONSE:

This letter correctly sets forth the understanding of City of Windcrest.

By: _____

Title: _____

Date: _____

Mr. Rafael Castillo
City Manager
September 27, 2011
Page 6

cc: Ms. Sarah Mangham
Municipal Finance Officer

Mr. Alan Baxter
Mayor

BUMGARDNER, MORRISON & COMPANY, L.L.P.

BMC

CERTIFIED PUBLIC ACCOUNTANTS

JOSEPH B. BUMGARDNER, CPA
(1911-2002)
JACK R. MORRISON, SR., CPA
(1922-1997)

MEMBERS:
AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS
TEXAS SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS
AICPA PRIVATE COMPANIES PRACTICE SECTION
AICPA TAX DIVISION

JACK R. MORRISON, JR., CPA
CHRISTOPHER E. KREJCI, CPA
JEROME G. KOTZUR, CPA
G. DENNIS SHAY, CPA, CFP
PAULA G. LESKE, CPA
MICHAEL E. WENSKE, CPA

JACK C. FITZGERALD, CPA

September 30, 2009

System Review Report

To the Partners of Garza/Gonzalez & Associates
and the Peer Review Committee of the
Texas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Garza/Gonzalez & Associates (the firm) in effect for the year ended May 31, 2009. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards*; and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Garza/Gonzalez & Associates in effect for the year ended May 31, 2009, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency (ies)* or *fail*. Garza/Gonzalez & Associates has received a peer review rating of *pass*.

Bumgardner, Morrison + Company, LLP

RESOLUTION NO 2012-363 (R)

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF LIVE OAK AND THE CITY OF WINDCREST WHEREBY LIVE OAK WILL PROVIDE COMMUNICATIONS EQUIPMENT, FACILITIES AND TECHNICAL SERVICES REQUIRED FOR THE OPERATION OF 800MHZ RADIO EQUIPMENT.

WHEREAS, the Windcrest City Council has determined that it would promote the health, safety and welfare of the citizens to enter into an Interlocal Cooperation Agreement with the City of Live Oak for communications equipment, facilities and technical services required for the operation of 800MHz radio equipment; and

WHEREAS, there are currently budgeted funds available for the acquisition of such equipment and services.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDCREST that the attached Interlocal Cooperation Agreement between the City of Windcrest and the City of Live Oak is hereby approved and the City Manager is authorized to execute said agreement on behalf of the city.

Passed and approved this 23rd day of January, 2012.

Mayor

City Secretary

City Attorney

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF LIVE OAK, TEXAS
AND CITY OF WINDCREST, TEXAS**

This Interlocal Cooperation Agreement ("**Agreement**") is entered into by and between, as Parties, City of Windcrest ("User"), a local government, being a political subdivision of the State of Texas and the City of Live Oak, Texas ("**Live Oak**"), a Home Rule municipality and a political subdivision of the State of Texas, pursuant to the authority granted and in compliance with the provisions of the Texas Interlocal Cooperation Act (Chapter 791, Texas Government Code) to be effective for all purposes as of April 1, 2012 (the "**Effective Date**").

RECITALS

User is authorized by law to license peace officers for the protection of property and the general public and the enforcement of state law and User's rules and regulations. LIVE OAK operates a Trunked Radio System per an agreement with the Lower Colorado River Authority ("LCRA") which has the capability to provide interconnectivity and a key communications links between public safety entities throughout the central Texas region.

LIVE OAK and User wish to establish this Agreement allowing LIVE OAK to provide communications equipment, facilities, and technical services required for the operation, of 800MHz radio equipment, as more specifically set out herein, to assist User with deploying and maintaining radio communications for public safety operations, response to catastrophic or large-scale incidents or natural disasters, and radio communications support for local emergency and other public services.

The Parties are authorized to enter into such an arrangement by Chapter 791 of the Texas Government Code, commonly referred to as the Inter-local Cooperation Act, and more particularly Section 791.025, Texas Government Code.

AGREEMENT

In consideration of the mutual benefits received by both Parties and the public under the terms of this Agreement, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Scope of Agreement.

1.1. LIVE OAK will provide User with an interconnection to the Trunked Radio System, using antennas, switch gear, billing systems and other communication infrastructure pursuant to its agreement with LCRA.

1.2. User shall pay to LIVE OAK the user fees for programmed radios and other authorized facilities deployed with this Agreement as a set out in the schedule attached hereto as **Attachment A**.

1.3. Any radio service provider for User must obtain a separate, written approval by LIVE OAK prior to programming radios for use on the system.

1.4. Prior to performing any changes to the equipment for the Trunked Radio System, Users shall receive written authority from LIVE OAK, which will authorize and approve all proposed changes to communications, design and programming for User prior to implementing any changes to the subscriber equipment or system.

1.5. Users are responsible for the purchase and maintenance of their respective subscriber equipment (i.e. radios or other equipment purchased by User to use in conjunction with interconnection provided by LIVE OAK for the Trunked Radio System.)

1.6. Radio system usage is limited to whom Live Oak has determined provides services related to public safety and there is a need for interoperable communications related to public safety to protect public health, and welfare of the citizens of Texas.

2. Services to be Provided.

2.1. LIVE OAK will support maintenance to the radio system infrastructure, including antennas, switch gear, billing systems and other communication infrastructure in the Trunked Radio System under this Agreement.

2.2. LIVE OAK will continue to support the EDACS system until December 31, 2014. On January 1, 2015 the EDACS system will be shut down and removed and the system will be 100% P-25 digital.

2.3 Users are required to purchase and switch to the P-25 phase 2 digital system and equipment no later than December 31, 2014.

a. LIVE OAK is not responsible for any communication errors or lapse in service to Users under this Agreement for User's failure to comply with Section 2.3 above.

3. Compensation.

3.1. User agrees to compensate LIVE OAK in accordance with the terms of this Agreement for the Equipment and for the services LIVE OAK provides pursuant to this Agreement at the stated fees or rates.

3.2. LIVE OAK shall bill User for the services performed by LIVE OAK. Invoices will be itemized as to the number of radios and shall be paid by User as provided for herein.

3.5. Invoices will be itemized as to the number of radios on the system and shall be paid to Live Oak within 30 days of the invoice date.

3.6. Overdue invoices shall incur interest at 5% per month up to 90 days. If after 90 days User is still in arrears for overdue invoices, LIVE OAK reserves the right to disconnect all radio services provided under this agreement.

3.7. The User is entitled to the use of the system for dispatching services for public health and safety radio systems specific to the User only. This excludes any agency providing dispatch services to another agency prior to the execution of this contract. Users intending to provide dispatch services from the LIVE OAK system under this agreement to any other public entity after the effective date of this agreement shall notify LIVE OAK within 30 days of initiating services and pay 25% of the dispatching service fees obtained from other public entity to the City of LIVE OAK for system cost and upgrade.

4. Liability.

The Parties agree to be responsible for their own acts and sole negligence for any and all claims, demands, costs or expenses for loss, damage or injury to persons or property in any manner directly or indirectly connected with or growing out of each City's respective activities under this Agreement committed by its agents, servants, contractors or employees.

5. Survivability of Actions.

5.1. The Parties' obligations pursuant to this Agreement shall survive termination of this Agreement with respect to any act, occurrence, or omission occurring prior to termination of this Agreement.

6. Consequential and Incidental Damages.

6.1. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY PROVISION OF THIS AGREEMENT FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR REVENUE, LOSS OF THE USE OF EQUIPMENT, COST OF CAPITAL, COST OF TEMPORARY EQUIPMENT OR SERVICES, WHETHER BASED IN WHOLE OR IN PART IN CONTRACT, IN TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY; PROVIDED, HOWEVER, THAT DAMAGES FOR WHICH A PARTY MAY BE LIABLE TO THE OTHER PARTY UNDER ANY OTHER AGREEMENT BETWEEN THE PARTIES WILL NOT BE CONSIDERED TO BE SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES HEREUNDER.

7. Terms.

7.1. Initial Terms: The Agreement shall begin as of the Effective Date of this agreement and shall terminate May 31, 2022, unless terminated earlier in accordance with the provisions of this Agreement.

7.2. Renewal Terms: This Agreement will be automatically renewed for one five (5) year period unless a party gives the other party at least 180 days (6 months) notice of non-renewal prior to the end of the then existing initial or renewal term.

7.3. Termination: Either Party may terminate this Agreement upon eighteen (18) months prior written notice of the Party's intent to terminate sent to the other Party. In the event there are circumstances that prevent LIVE OAK from performing under this Agreement, including force majeure, LIVE OAK shall provide written notice to the User and this Agreement shall terminate immediately.

8. Notices.

8.1. Correspondence, notices, and invoices shall be in writing and mailed to the Parties' representatives set forth below. If a Party changes the designated recipient of notices, written notification of the change shall be provided to the other Party. All notices shall be effective upon receipt and shall be deemed to be received when actually delivered by hand delivery, facsimile transmission, or overnight courier, or two days after deposit in a regularly maintained receptacle of the United States Mail, registered or certified, return receipt request, postage prepaid, addressed as follows:

User:

Name

Title

Address

City, State, Zip Code

Phone:

Fax:

LIVE OAK:

City Manager

City of Live Oak

8001 Shin Oak Drive

Live Oak, TX 78233

Phone: 210/653-9140

Fax: 210/653-2766

9. Authority.

9.1. The Parties certify that (1) the services described herein and to be provided under this Agreement are necessary and essential for activities that are properly within the Parties' statutory functions; and (2) the proposed arrangements serve the interests of efficient and economical administration of the Parties' authorized functions.

10. Miscellaneous.

10.1. If either party fails to perform in accordance with the terms and conditions of this Agreement, the party claiming injury from the alleged default shall give the allegedly defaulting party thirty (30) days' written notice to cure such default. In the event the default is not cured within such 30-day period, the party claiming injury may terminate this Agreement.

10.2. Whenever the context of this Agreement requires, the masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others. Any portion of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, which shall remain in full force and effect in accordance with the original intent of the Parties, but the effect thereof shall be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

10.3. This is the complete and entire Agreement between the parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations, and understandings, if any, but does not amend or modify any other existing agreements on other matters. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No official, representative, or employee of either party has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the governing body of the party.

10.4. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies under or by reason of this Agreement. It is expressly understood and agreed that in the execution of this Agreement, no Party waives, nor shall be deemed to waive, any immunity or defense otherwise available to it against any claims by third parties.

10.5. It is understood and agreed that, under the terms of this Agreement and in providing the services, User personnel are not employees of LIVE OAK for any purpose. This Agreement does not create any partnership, employee, fiduciary, insurance, or agency relationship between the Parties or any of their agents, employees, volunteers, or officers. No Party to this Agreement will be responsible for the acts of the other Party or any agent or officer of the other Party by virtue of this Agreement, except as may be decreed against that Party by a judgment of a court of competent jurisdiction.

10.6. Nothing in this Agreement is intended to waive any immunity from suit or liability to which a Party may be entitled by law, except for acts in violation of the criminal laws.

10.7. Neither Party shall be liable for delays, nonperformance, damage or losses due to causes beyond its reasonable control, including but not limited to action of the elements, severe weather, fires, floods, sabotage, government or regulatory action including withholding of approvals, strikes, embargoes, or delays beyond the control of vendors or contractors.

10.8. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Jurisdiction and venue for any litigation between the Parties shall be exclusively in the state courts located in Bexar County, Texas.

10.9. This Agreement and its attachments may be signed in several counterparts, each of which shall be an original for all purposes but all of which taken together shall constitute a single agreement. Headings used in this Agreement are for convenience and shall not control the meaning or interpretation of this Agreement.

10.10. The Parties agree to conduct periodic reviews at the request of either Party to coordinate operations and related administrative or management activities with regard to the services. The Parties may loan equipment to each other in furtherance of this Agreement, but any such equipment shall remain the property of the loaning agency and must be returned after requested within a reasonable period of time to insure non-interruption of official duties and services.

10.11. This Agreement is binding on and shall inure to the benefit of the Parties and their successors and assigns; provided, however, neither Party shall assign this Agreement without written consent from the other.

10.12. By executing this Agreement, the individuals signing below acknowledge and warrant they are duly authorized and are acting with full authority to bind their respective Parties and their respective governing board or council to these terms and conditions.

USER

By: _____
Name
Title

Date: _____

CITY OF LIVE OAK, TEXAS

By: _____
Name
Title

Date: _____

RESOLUTION NO. 2012-364 (R)

A RESOLUTION APPROVING THE WINDCREST VOLUNTEER FIRE DEPARTMENT ASSISTANCE AGREEMENT BETWEEN THE COUNTY OF BEXAR AND THE CITY OF WINDCREST

WHEREAS, the City of Windcrest through the Volunteer Fire Department provides fire protection services in a portion of Bexar County and;

WHEREAS, the County of Bexar agrees to provide services and reimbursement in the sum of \$1,756.48 per month; and

WHEREAS, the City of Windcrest agrees to the terms of the agreement; and

WHEREAS, the term of the agreement is January 1, 2012 to December 31, 2012; and

WHEREAS, this agreement is in the best interest of both parties

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS, COUNTY OF BEXAR, that the City Council of Windcrest agrees to the Volunteer Fire Department Assistance Agreement and authorizes the City Manager to sign it on behalf of the City.

PASSED AND APPROVED ON THIS THE 23RD day of January, 2012

Alan Baxter, Mayor

Attest:

Heather Weidenbach, City Secretary

APPROVED TO AS FORM

Michael Brennan, City Attorney

APPROVED FOR ADMINISTRATIVE REVIEW:

Rafael Castillo, City Manager



STATE OF TEXAS	§	INTERLOCAL AGREEMENT FOR
	§	
COUNTY OF BEXAR	§	FIRE PROTECTION SERVICES

This Agreement ("Agreement") is made and entered into by and between the COUNTY OF BEXAR, a political subdivision of the State of Texas ("COUNTY"), and the CITY OF WINDCREST, a municipal corporation situated in Bexar County, Texas ("CITY").

Authority for this Agreement is granted pursuant to the Interlocal Cooperation Act, Texas Government Code Section §791.001 et seq. and the Texas Local Government Code Section 352.001 et seq.

WITNESSETH

WHEREAS, the Commissioners Court of COUNTY is authorized to provide fire protection and firefighting services to citizens of COUNTY residing outside the city limits of any incorporated city within COUNTY; and

WHEREAS, the Commissioners Court desires to provide such fire protection and firefighting services to citizens of COUNTY residing outside the city limits of CITY, in an area more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes (the "designated area"); and

WHEREAS, CITY represents that it can adequately provide fire protection and firefighting services on behalf of COUNTY, utilizing CITY's fire department ("CITY"), according to the terms and conditions hereinafter stated.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, the parties agree as follows:

ARTICLE I

PURPOSE

1.01 The purpose of this Agreement is to secure the services of CITY to provide fire protection and emergency services to the designated area.

ARTICLE II

DEFINITIONS

2.01 For purposes of this Agreement, the following terms shall have the meanings set forth below:

- (a) **FIRE DEPARTMENT** - a firefighting unit consisting of not less than six active firefighters with a minimum of two training sessions each month, each a minimum of two hours long and with a majority of all active firefighters participating at each meeting.
- (b) **FIREFIGHTING EQUIPMENT** - vehicles and protective clothing for use in fire suppression. This includes fire suppression vehicles and all related materials normally carried on these vehicles such as hoses, wrenches, generators, exhaust fans, nozzles, ladders, rescue saws, pneumatic and hydraulic tools, and self-contained breathing apparatus. Protective clothing includes boots, helmets, gloves, turn-outs (jacket and pants), hazardous materials suits and similar gear.
- (c) **TRAINING PROGRAM** - a program consisting of a minimum of four hours each month, utilizing criteria set forth by in the State Firemen's and Fire Marshal's Association for volunteer firefighters or the Texas Commission on Fire Protection Standards and Education for paid firefighters. Documentation of this training is to be retained by CITY subject to inspection by COUNTY, through its Fire Marshal at any time during normal business hours.
- (d) **ACTIVE FIREFIGHTER** - a firefighter who attends a minimum of two training sessions each month, each a minimum of two hours long.
- (e) **PAID FIREFIGHTER** - a person, at least eighteen years of age, who meets the criteria set forth by the Texas Commission on Fire Protection Standards and Education.

- (f) **VOLUNTEER FIREFIGHTER** - a person, at least eighteen years of age, who meets the equivalency of Basic Certification as a Volunteer Firefighter within three years after joining DEPARTMENT.
- (g) **FIRE ALARM** - the fire dispatch service utilized by COUNTY.
- (h) **INCIDENT COMMANDER (IC)** - The individual responsible for all major event activities, including the development of strategies and tactics and the ordering and the release of resources. The IC has overall authority and responsibility for conducting major event operations and is responsible for the management of all operations at the event site.
- (i) **MAJOR EVENT**- An occurrence or incident, natural or human-caused, which might impact a significant area or population, which requires an emergency response to protect life or property. Major events can, for example, include disasters, emergencies, terrorist attacks, terrorist threats, wildland and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, war-related disasters, public health, use of chemical weapons or other weapons of mass destruction, and medical emergencies, and other occurrences requiring an emergency response.

ARTICLE III

TERM

3.01 The term of this Agreement is for one year beginning January 1, 2012, and ending December 31, 2012.

3.02 This Agreement may be terminated by either party with or without cause, upon sixty days written notice delivered by certified mail or in person to the other party.

ARTICLE IV

OBLIGATIONS OF CITY

4.01 CITY agrees to perform the following services in accordance with specifications and standards established by the State Board of Insurance and the office of the State Fire Marshal of Texas, for the benefit of those persons residing in the designated area:

- (a) Assist the Bexar County Fire Marshal in fire prevention programs;
- (b) Establish a continuing training program for CITY personnel;
- (c) Monitor the Fire Alarm or alert system and radio system on a 24-hour basis;
- (d) Respond to emergencies and fight fires within the designated area or in support of mutual aid agreements made in accordance with this Agreement;
- (e) Purchase and install one mobile radio on COUNTY Fire Alarm frequency (154.250) in each firefighting vehicle and provide other receiving equipment as CITY deems necessary;
- (f) Follow all current radio procedures specified by COUNTY; and
- (g) Notify Fire Alarm via radio when responding to calls in the designated area even if not dispatched by COUNTY.

4.02 It is expressly agreed between the parties that, in the event of conflicting fire alarms arising within the corporate limits of CITY and the unincorporated designated area, the alarm within the corporate limits shall have priority. Nevertheless, CITY shall use its best efforts to respond or to request assistance in responding to the alarm in the designated area.

4.03 CITY shall maintain, during the term of this Agreement, at least one-half of its active firefighters at a level of competency that meets the equivalency of the certification requirements of a basic firefighter as set forth by the State Firemen's and Fire Marshal's Association. All firefighters must meet the equivalency of the certification requirements herein stated within three years of joining CITY as a firefighter. Failure to meet these

standards is a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon written notice to CITY.

4.04 CITY shall complete criminal background checks of all current firefighters or EMS personnel with the assistance and cooperation of the Bexar County Fire Marshal's Office and establish procedures for excluding current or potential firefighters with unacceptable criminal convictions. The COUNTY requires that CITY not allow any personnel with a conviction for a felony or a misdemeanor involving moral turpitude on its department unless that person is otherwise certified by either the Texas Commission on Fire Protection or the Texas Department of State Health Services.

4.05 CITY shall create an inventory listing all of CITY's assets used in the provision of emergency services to include, at a minimum, the designation, quantity, model or serial number, condition and location of such assets within sixty (60) days from the date of this Agreement is executed and provide a copy to COUNTY.

4.06 CITY shall provide monthly status reports in addition to any other monthly reports required by this Agreement, to the Bexar County Fire Marshal to include any personnel incidents, staff certification progress, and the scope and purpose of any training conducted.

4.07 CITY shall establish training programs for all firefighters, probationary firefighters, reserve firefighters and fire officers pursuant to the curricula established by the State Firemen's and Fire Marshals' Association.

4.08 CITY is responsible for maintaining all required National Incident Management System (NIMS) training which utilizes standardized terminology, standardized organizational structures, interoperable communications, consolidated action plans, unified command structures, uniform personnel qualifications standards, uniform standards of planning, training, and exercising, comprehensive resource management, and designated incident facilities during emergencies or disasters.

ARTICLE V

OBLIGATIONS OF COUNTY

5.01 COUNTY agrees to pay the sum of One Thousand Seven Hundred Fifty-Six and 48/100 Dollars (\$1,756.48) per month to CITY to be used solely for the following purposes:

- (a) Purchase or leasing of firefighting equipment;

- (b) Maintenance and operation of firefighting equipment; and
- (c) Rental, construction, or purchase of firefighting facilities or buildings.
- (d) Training

DEPARTMENT agrees that funds contributed by COUNTY shall not be applied for remuneration of personnel or the purchase of equipment intended for personal use. The Commissioners Court of COUNTY has the discretion to expand the above upon request by DEPARTMENT or by its own action.

5.02 COUNTY agrees to provide CITY with dispatch services for the designated area, at no cost to CITY, for the duration of this Agreement. It is understood that the termination of this Agreement terminates the fire dispatch service provided by COUNTY unless CITY enters into a dispatch service agreement with COUNTY.

ARTICLE VI

BEXAR COUNTY FIRE MARSHAL SERVICES

6.01 COUNTY, through its Fire Marshal, further agrees to furnish, during the term of this Agreement, the following services upon request:

- (a) Assist CITY in determining the cause of any structural or suspicious fires; and
- (b) Assist in resolving questions of territorial jurisdiction between fire departments. In such cases, the decision of the Bexar County Fire Marshal shall be final.

6.02 The County Fire Marshal, or the County Fire Marshal's designee, shall perform as the incident commander in a major event in the unincorporated areas.

ARTICLE VII

EQUIPMENT

7.01 CITY shall provide all necessary equipment and transportation in providing services specified in this Agreement.

7.02 CITY agrees to remain responsible for registration, licensing, inspection, repairs, and maintenance of all equipment, and for any and all damages resulting from the use of any of its equipment, including motor vehicles.

7.03 COUNTY shall not accrue any equity or ownership interest in any equipment provided by CITY.

ARTICLE VIII

LIABILITY OF THE PARTIES

8.01 It is agreed that COUNTY shall not be liable or responsible to CITY in damages or any money demands for any loss or failure of the central dispatch communications equipment or because of neglect or failure on the part of the central dispatch service provider.

8.02 CITY and COUNTY agree that there is no requirement upon COUNTY to provide fire protection. CITY, therefore, accepts no responsibility to the residents of the designated area.

ARTICLE IX

INSURANCE

9.01 CITY shall provide and maintain automobile liability insurance for all its CITY vehicles having at least the following policy limits:

\$250,000 Bodily Injury Per Person
\$500,000 Bodily Injury Per Occurrence
\$100,000 Property Damage Per Occurrence

9.02 CITY agrees that, with respect to the above required insurance, CITY shall:

- (a) Maintain liability insurance through an approved insurance company licensed to do business in Texas.
- (b) Name COUNTY as an additional insured such that any such policy shall apply fully to any "additional insured," as if COUNTY were a "named insured," or furnish COUNTY with documentation evidencing, to COUNTY's satisfaction, that such policy does not permit COUNTY to be named as an additional insured thereunder.
- (c) Provide to COUNTY certificates of insurance, binders, or other proof of insurance, acceptable to COUNTY in its sole discretion, evidencing all insurance coverage required by this Article. Maintenance of a current certificate of insurance on file with the Bexar County Auditor's Office shall be a condition precedent to payment by COUNTY under this Agreement.
- (d) Provide thirty days advance notice in writing to COUNTY of cancellation or material change of any and all insurance maintained pursuant to this Article.

ARTICLE X

FORCE MAJEURE

10.01 Neither COUNTY nor CITY shall be required to perform a term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockout, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of COUNTY or CITY and which by the exercise of due diligence CITY or COUNTY is unable, wholly or in part, to prevent or overcome.

ARTICLE XI

REPORTS

11.01 CITY shall maintain accurate run reports of each incident to which it responds. Reports shall be retained by CITY subject to inspection by COUNTY, through its Fire Marshal, at any time during normal business hours.

ARTICLE XII

INSPECTION OF BOOKS/FINANCIAL RECORDS

12.01 CITY agrees that the Bexar County Auditor shall have access for inspections and reviews any financial records, reports, or data related to the funds provided herein and the County Auditor may conduct such inspections and reviews at any reasonable time.

ARTICLE XIII

EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS

13.01 No person shall illegally be excluded from participation in, or be denied the benefits of, the program which is the subject of this Agreement on the basis of race, creed, color, sex, age, disability or national origin.

ARTICLE XIV

AMENDMENT

14.01 No amendment, modification, or alteration to this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

ARTICLE XV

NOTICES

15.01 All notices by the parties shall be deemed given when either delivered in person or deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the following address:

If to COUNTY:

County Judge
Bexar County Courthouse
San Antonio, Texas 78205

With a copy to: County Fire Marshal/Emerg. Mgmt. Coord.
622 Dolorosa Street
San Antonio, Texas 78207-4535

And: County Auditor
101 W. Nueva, #800
San Antonio, Texas 78205

If to CITY: City of Windcrest
8601 Midcrown
San Antonio, Texas 78239

ARTICLE XVI

MUTUAL AID

16.01 CITY agrees to use its best efforts to enter into a mutual aid agreement with other fire departments that have contracted with Bexar County to provide fire protection services.

ARTICLE XVII

COMPLIANCE WITH LAWS AND REGULATIONS

17.01 In providing all services pursuant to this Agreement, CITY shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement, and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CITY.

ARTICLE XVIII

PARTIES BOUND

18.01 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Agreement.

ARTICLE XIX

TEXAS LAW TO APPLY

19.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable solely in Bexar County, Texas.

ARTICLE XX

LEGAL CONSTRUCTION

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

ARTICLE XXI

PRIOR AGREEMENTS SUPERSEDED

21.01 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals this _____ day of _____, A.D., 20____.

COUNTY OF BEXAR

CITY OF WINDCREST

BY: _____
NELSON W. WOLFF
County Judge

BY: _____
ALAN BAXTER
Mayor

ATTEST:

ATTEST:

BY: _____
GERARD RICKHOFF
County Clerk

BY: _____
HEATHER WEIDENBACH
City Secretary

APPROVED:

BY: _____
FIRE CHIEF

APPROVED AS TO LEGAL FORM:

BY: _____
JILL TORBERT
Assistant Criminal District
Attorney - Civil Section

APPROVED AS TO FINANCIAL CONTENT:

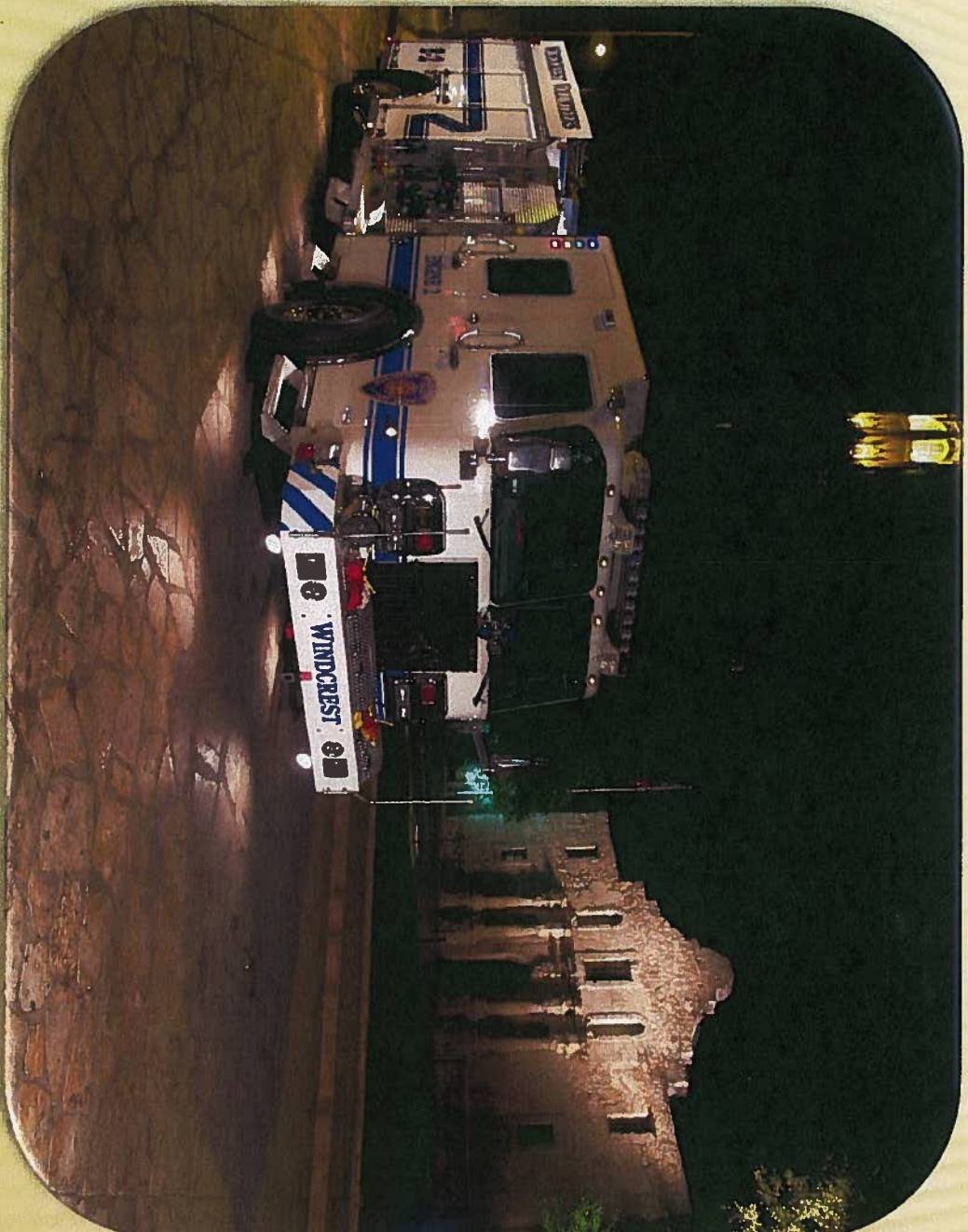
BY: _____
SUSAN YEATTS
County Auditor

APPROVED:

BY: _____
CRAIG S. ROBERTS
Interim County Fire Marshal

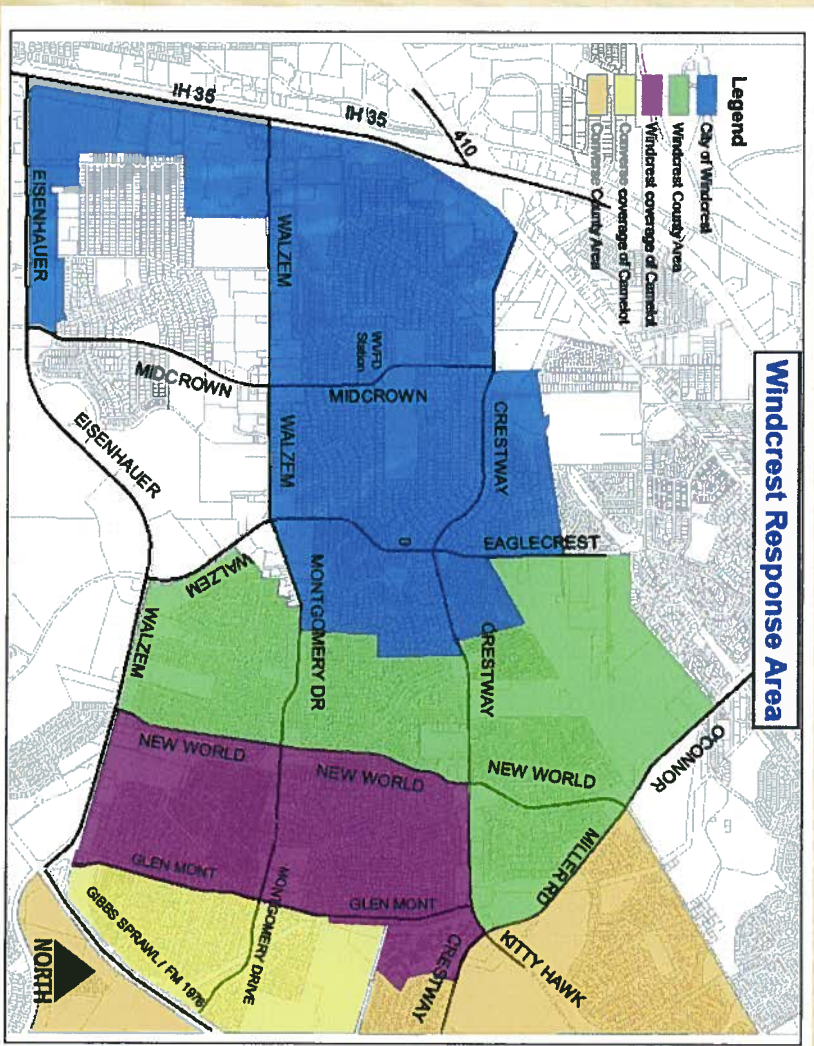
BY: _____
DAVID SMITH
County Manager

WINDCREST VOLUNTEER FIRE DEPARTMENT





WINDCREST VOLUNTEER FIRE DEPARTMENT



- Coverage much of 78239 Zip code with some in 78218 area
- Annexed area and some small portions of Walzem road on North Side

BEXAR COUNTY CONTRACT



- Began relationship - 1971
- Agreement between City of Windcrest and a portion of Bexar County Fire Marshal's Office
- Similar Agreements with:

Bexar County Rehabilitation

Camelot VFD

China Grove VFD

Harmony VFD

Lone Oak VFD

Shertz FD

Windcrest VFD



WHAT IS EXPECTED OF US

- a) Assist Bexar County Fire Marshal in fire protection programs
- b) Establish continuing training program for WVF/D
- c) Monitor Fire Dispatch and Radio System 24/7
- d) Respond to emergencies and fight fire within designated area or in support of mutual aid agreements

WHAT IS EXPECTED OF US



- e) Purchase and install one mobile radio on County Fire Alarm frequency in each firefighting vehicle.
- f) Follow all current radio procedures specified
- g) Notify Fire Alarm via radio when responding to calls in designated areas.



WHAT IS EXPECTED OF US

- Provide and maintain necessary equipment to provide services – fire trucks, etc.
- Provide and maintain automobile insurance
- Bank reconciliation to Bexar County Auditor
- Report to County on training
- Mutual Aid with other fire departments contracted by Bexar County

COMPETENCY LEVELS

- WVFD is required to maintain at least 1/2 of it's active firefighters at a State Fireman's and Fire Marshal's Association BASIC level.
- Firefighters are required to maintain a BASIC level within 3 years.

- WVFD

- 89% (33 members) at or above Basic (50% at Advanced)
- 8 % (3 members) at Introductory Level (Just below Basic)





OTHER REQUIREMENTS

- Compete Criminal Background Check on all current firefighters or EMS personnel
- No person with conviction for a felony or misdemeanor involving moral turpitude
- Inventory of Department assets
- Monthly status report
- Training program
- National Incident Management System (NIMS) training – completed during Introductory program



OBLIGATIONS OF THE COUNTY

- \$1756.48 per month
- (Same amount given to all departments who receive funding)
- Requirement that the funds be spent for:
 - a) Purchase or Lease of Firefighting Equipment
 - b) Maintenance and Operation of Firefighting Equipment
 - c) Rental, construction, or purchase of Firefighting Facilities or Buildings
 - d) Training
- ✗ Funds SHALL NOT be applied for remuneration of personnel or purchase of equipment for personal use

OBLIGATIONS OF THE COUNTY

- Dispatch Services at no cost --- from Fire Qualified dispatchers
- Assist in coordinating appropriate NIMS training



FIRE MARSHAL SERVICES

- Will act as incident command at major events
- Upon request:
 - Assist in determining causes of structure or suspicious fires
 - Assist in resolving questions of territorial jurisdiction between fire departments



BEXAR COUNTY CONTRACT EQUIPMENT



- 10 pagers, \$500 each
- 9 portable radios, \$4,000 per radio
- 2 Mobile (apparatus mounted)
- Replacement Flashlights for Apparatus (LED)

WHAT WE RECEIVE - INTANGIBLES

- More responses means:
 - Better trained firefighters
 - More Volunteers
- Calls outside City of Windcrest
 - More diverse nature then in the City
 - More chances to mutual aid with other departments





WHAT WE RECEIVE - INTANGIBLES

- More responses means:
 - Better trained firefighters
 - More Volunteers
- Calls outside City of Windcrest
 - More diverse nature then in the City
 - More chances to mutual aid with other departments



COUNTY TOTALS - AVERAGE PER YEAR

County Averages	
Fuel	\$3,690
Parts	\$1,525
Outside Maintenance	\$3,633
	\$8,848
County Contribution	\$21,078
	\$12,230

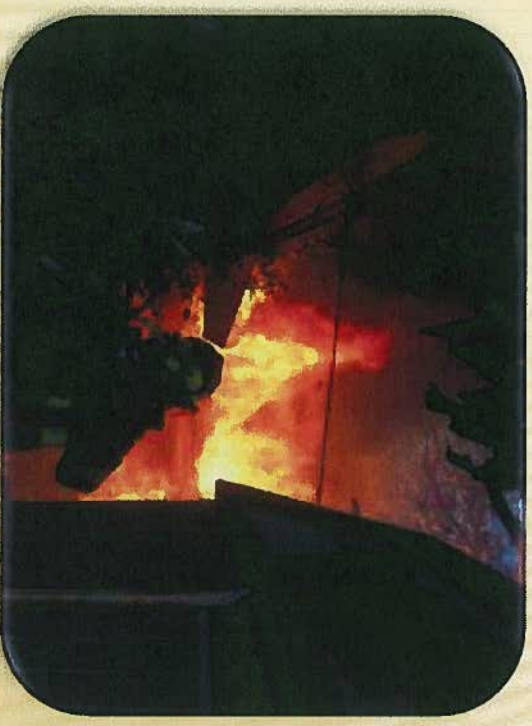
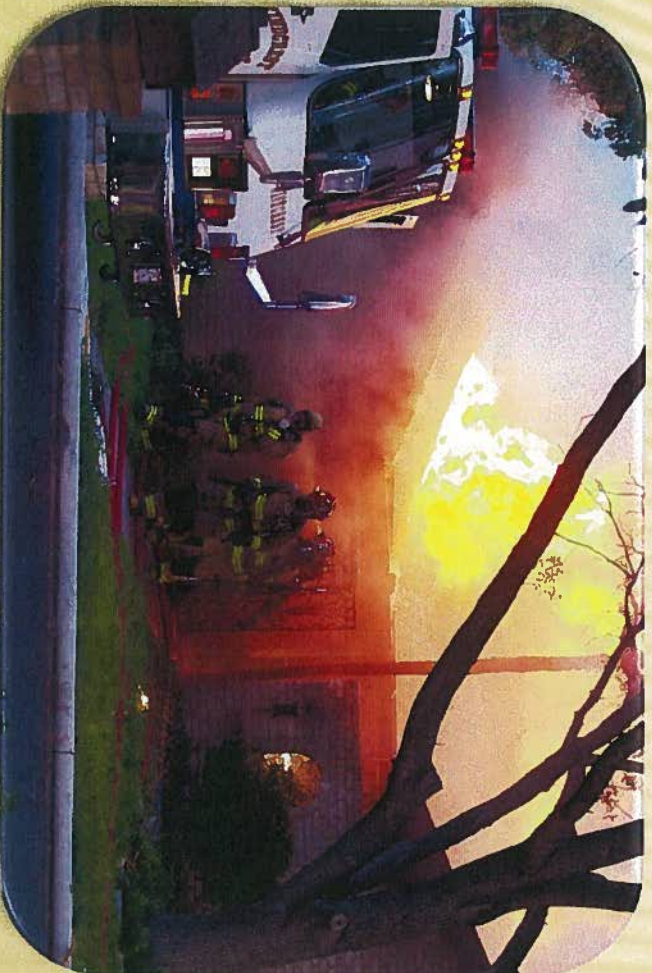
Figures do not include Utilities, Maintenance for Department or Dorms

MUTUAL AID

- Windcrest receives and provides mutual aid from other Fire Departments in Bexar County
- Because of staffing - all Departments are counting on mutual aid to fight fires.
- Even a “routine” house fire will create the need for multiple departments – particularly in the summer months

2009 Moorside Fire required Mutual Aid from:

- Converse FD
- Kirby FD
- Universal City FD
- Live Oak FD
- Shertz FD
- Fort Sam Houston



HOW WINDCREST WILL BE AFFECTED IF THE COUNTY CONTRACT IS NOT SIGNED?



- Loss of fire service trained dispatch system
- Loss of valuable equipment to operate under safe conditions
- Loss of invaluable experience to perform on critical life saving events
- Loss of highly qualified volunteers

RECOMMENDATION

**Windcrest City Council approve Bexar County
Contract for 2011**





RESOLUTION NO 2012-365 (R)

**RESOLUTION APPROVING A MEMORANDUM OF
UNDERSTANDING WITH GREATER RANDOLPH AREA
SERVICES PROGRAM, INC. FOR TRANSPORTATION AND
OTHER RELATED SOCIAL SERVICES**

WHEREAS, the City of Windcrest has contracted with Greater Randolph Area Services Program, Inc. (GRASP) for several years for transportation and other related social services; and

WHEREAS, the City of Windcrest and GRASP desire to extend their relationship for transportation and other social services through December 31, 2012.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDCREST that a Memorandum of Understanding for the provision of transportation and other social services with GRASP is hereby approved and the City Manager is authorized to execute said agreement on behalf of the city.

Passed and approved this 23rd day of January, 2012.

Mayor

City Secretary

City Attorney

- Greater Randolph Area Services Program, Inc. will ensure that all vehicles assigned to the program are in compliance with state/federal insurance requirements and safety procedures.
- Greater Randolph Area Services Program, Inc. will comply with Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, The Age Discrimination in Employment Act of 1967 and the Americans with Disabilities Act of 1990.
- All participants/clients have the right to submit grievances regarding specific actions or activities affecting participation in the program. Grievances may be made in writing or orally and shall be satisfied at the lowest level possible.
- All parties agree that the program will serve residents who reside only in the incorporated city limits of the City of Windcrest and who are eligible for assistance.
- The City of Windcrest will fund \$12,000 to the program the fiscal year of the program for 2012.
- The City of Windcrest will assist in the promotion and support of the program with its citizens.

Purpose of Memorandum of Understanding

Individuals who are disabled and/or over age 55 who express a need for transportation will have access to medical services, shopping and other programs that promote independence and self-sufficiency.

Term of Memorandum of Understanding

This agreement shall become effective upon the execution of this agreement and shall continue until the Memorandum of Understanding is terminated. Either party, with thirty (30) days written notice, may terminate this agreement by sending a certified letter to either party's address of record. If the program is terminated before December 31, 2012, the City will receive a pro rata refund of its \$12,000 funding.

Communication between Parties

During the term of this agreement, the parties shall communicate as necessary to review any issues related to this agreement and its operation.

Failure to Perform

Each of the parties to this agreement agrees to use their best efforts to fulfill their respective responsibilities in support of this agreement. Each agree if, in the reasonable and good faith determination of one of the parties hereto the other party (ies) is/ are not adequately fulfilling such responsibilities, such complaining party must give notice to the other party (ies), describing in detail what responsibility is not being fulfilled, and allow such other party (ies) a reasonable period of time to correct or remedy the situation, the other party (ies) has/have still failed to fulfill adequately the responsibilities under the project, the complaining party(ies) shall have the right to terminate this agreement.

Governing Law

This agreement shall be governed under the laws of the State of Texas and venue for all proceedings shall be in Bexar County Texas.

Notice

Any notices or other communication required or permitted by this Memorandum of Understanding or by Law to be delivered to, served or given to all parties shall be in writing and shall be deemed properly delivered, served or given when personally delivered to the party to whom it is directed or in lieu of such personal service, when deposited in the United States mail, first class postage, prepaid, addressed to the party(ies) set forth on page one of this Memorandum of Understanding.

Amendment or Modification

This Memorandum of Understanding may be amended or modified by mutual agreement of both parties, in writing and signed by all parties. Any such writing amending or modifying this Memorandum of Understanding shall be attached to and kept with this agreement.

Cooperation

Each of the parties pledge to use their best efforts to cooperate and exchange information in support of this Memorandum of Understanding and the Program described herein. Further, each of the parties shall comply with all reasonable requests of the other party with respect to information concerning the Program.

Indemnity

Each party to this Memorandum of Understanding hereby agrees to indemnify, defend and hold harmless the other party(ies) – including the respective officers, directors and employees of the identified party – and their property from and against all claims, demands, losses, liabilities, actions, liens, lawsuits and other proceedings, judgments and awards from costs and expenses including reasonable attorney's fees arising directly, in whole or in part, out of negligence, willful misconduct or performance of services beyond the scope of this Agreement of the indemnifying party or any of its officers, directors, agents and employees. The indemnity provisions detailed above shall survive termination of this Agreement.

Acknowledged and Agreed to by:

Jay Higginson
President/CEO
Greater Randolph Area Services Program, Inc.

_____, 2012
Date

City Manager
City of Windcrest

_____, 2012
Date

City Secretary
City of Windcrest

_____, 2012
Date

Approved as to Form:

Michael S. Brenan, City Attorney

_____, 2012
Date

RESOLUTION NO 2012-366 (R)

**RESOLUTION APPROVING A HAZARDOUS DUTY PAY
POLICY APPLICABLE TO LAW ENFORCEMENT
PERSONNEL OF THE CITY**

WHEREAS, the law enforcement personnel of the Windcrest Police Department stand guard against predators and are subject to sudden and deadly attack; and

WHEREAS, the City Council of the City of Windcrest desires to adopt a hazardous duty pay policy in recognition of the dangers the law enforcement personnel of the police department face daily.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDCREST that the attached Hazardous Duty Pay Policy is hereby adopted to be effective January 1, 2012.

Passed and approved this 23rd day of January, 2012.

Mayor

City Secretary

City Attorney



DUTY DANGERS: A recent Police Magazine article stated that the men and women who stand guard against predators have themselves always been subject to sudden and deadly attack.

There are more than 19,000 names that already adorn the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; two of them are from the Windcrest Police Department.

Thirty-one officers have been shot and killed from January through mid-May, 2011; a 34% increase over the same period a year before. Last year (2010) reported 56 murders of police officers. The officers were killed doing a range of police work, to include investigating suspicious persons to traffic stops.

Law Enforcement is truly a dangerous profession; consequently, I am submitting a request for the City of Windcrest to consider enacting Hazardous Duty Pay for the Windcrest Police Department officers.

Currently, the State of Texas Law Enforcement Officers, to include Troopers, State Board of Insurance, State Comptroller and Law Enforcement Officers working at colleges and universities receive this pay. Additionally, Bexar County also pays their officers Hazardous Duty Pay.

The chart identified as Attachment #1 is copied from the State of Texas.

Attached is a recommended policy, to include a pay table, for your review and approval.

Joseph O'Brien
Chief of Police

O'Brien, Joe

From: Martin Phelan <Martin.Phelan@cpa.state.tx.us>
Sent: Friday, December 16, 2011 9:42 AM
To: O'Brien, Joe
Subject: FW: Hazardous Duty Pay

Hey Joe-

I get Hazardous Duty Pay at the Texas Comptroller's Office CID, currently \$80 a month for me. Here is the info on it:

https://fm.xcpa.state.tx.us/fm/pubs/paypol/agency_provisions/index.php?section=hazardous&page=hazardous

Agency-Specific Provisions **Hazardous Duty Pay**

Background

Certain state employees perform hazardous duties and are eligible for hazardous duty pay.

Commissioned law enforcement officers or custodial officers are eligible for hazardous duty pay of \$10 a month for each 12-month period of *lifetime service credit*.

Certain Texas Department of Criminal Justice (TDCJ) correctional officers earn \$12 a month for each 12-month period of *lifetime service credit*. These employees can earn up to a maximum of \$300 per month of hazardous duty pay.

Eligible State Employees

Commissioned Peace Officers/Law Enforcement Officers from the following agencies are eligible:

- Texas Department of Public Safety (DPS)
- Texas Facilities Commission (TFC)
- Texas Alcoholic Beverage Commission (TABC)
- Texas Department of Criminal Justice (TDCJ)
- Texas Parks and Wildlife Department (TPWD)
- Institutions of Higher Education

In addition:

- Certain Texas Youth Commission employees
- Other non-commissioned TDCJ employees
- Commissioned Officers of the Texas Comptroller of Public Accounts
- Board of Pharmacy employees who were in a hazardous duty position as of Aug. 31, 2005*
- Certain grandfathered employees who received hazardous duty pay under any law in effect before May 29, 1987

*Board of Pharmacy employees are no longer eligible for hazardous duty pay. Only grandfathered Board of Pharmacy employees remain eligible.

Other Eligibility Requirements

O'Brien, Joe

From: Daniel J. Kiley <Daniel.Kiley@utsa.edu>
Sent: Thursday, December 15, 2011 2:21 PM
To: O'Brien, Joe
Subject: Officers Hazardous Duty Pay

Good Afternoon Chief O'Brien,

As a State agency we are paid \$10.00 a month for each year of service after the first year. So in other words, a first year officer will not receive any HDP until the 13th month and then that would be \$10.00 a month or \$120.00 for the year. On the second year of eligibility they would receive \$20.00 a month or \$240.00 a year and so on for each additional year of employment. Hope this helps Chief. Merry Christmas to you, your family and the men and women of the Windcrest Police Department!



*Captain Dan Kiley
Support Services Commander
UTSA Police Department
Phone: 210-458-4419
Fax: 210-458-7602
Daniel.Kiley@utsa.edu*

O'Brien, Joe

From: Robert A. Hudson <Robert.Hudson@utsa.edu>
Sent: Thursday, December 15, 2011 12:25 PM
To: O'Brien, Joe
Subject: Hazardous Duty Pay

Chief,

In answer to your inquiry through Paul's listserv, we do receive hazardous duty pay here.

Lieutenant Robert A. Hudson, C.C.I.A.
University of Texas at San Antonio Police Department
One UTSA Circle
San Antonio, Texas 78249
Voice: 210.458.4421
Fax: 210.458.4022



Hazardous Duty Pay

DATE: January 2, 2012

PURPOSE: Establishes policy on administering Hazardous Duty Pay for Windcrest Police Officers.

REVIEW: This policy will be reviewed in September of odd-numbered years by the Director of Human Resources with recommended revisions forwarded through administrative channels.

POLICY/PROCEDURE

1. Policy

Law enforcement personnel of the Windcrest Police Department will receive Hazardous Duty Pay. This pay is in the amount of ten dollars (\$10) per month for each year of eligible service. Effective February 1, 2012. See Attachment #1.

2. Applicability

All full-time commissioned law enforcement personnel employed by the Windcrest Police Department will be eligible for Hazardous Duty Pay. Commissioned Law Enforcement Officers include the Police Chief, Assistant Police Chief, Captains, Lieutenants, Sergeants, Corporals and Police Officers.

3. Basis of Service

The calculation of Hazardous Duty Pay is based upon the number of years worked in a position requiring hazardous duty. See Attachment #1.



4. Payment

- a. Payment of Hazardous Duty Pay and changes in entitlement is based upon 12-month increments of service.
- b. Such payment shall not be prorated.
- c. After the completion of 12 months service, Hazardous Duty Pay commences on the first day of the next month at the specified rate and continues at that rate until the completion of another 12-month increment.
- d. A change in status occurring during the month will be effective the first of the following month. For example, an employee appointed on September 1 of a given year completes 12 months of service on August 31 one year later. The hazardous duty payment will commence on the first day of the next month, September 1. Accordingly, an employee appointed on September 2 of a given year will complete 12 months of service on September 1 one year later. The pay will commence on the first day of the next month, October 1.
- e. Hazardous Duty Pay is considered a part of total compensation, although the base salary rate of the employee is not affected by such payment.
- f. The inclusion of Hazardous Duty Pay as part of total compensation affects Federal withholding, OASI, the amount of Police group life insurance, other benefit calculations and retirement contributions.
- g. Hazardous Duty Pay is not considered in making calculations for lump sum payment of vacation upon terminations.



HAZARDOUS DUTY PAY

Eligible employees shall receive hazardous duty pay after completing 12 months of service:

- A commissioned law enforcement officer of the Windcrest Police Department.

Hazardous Duty Pay Table

Years of Service	Monthly Hazardous Duty Pay	Years of Service	Monthly Hazardous Duty Pay
Over 1 and less than 2 years	\$10	Over 16 and less than 17 years	\$160
Over 2 and less than 3 years	\$20	Over 17 and less than 18 years	\$170
Over 3 and less than 4 years	\$30	Over 18 and less than 19 years	\$180
Over 4 and less than 5 years	\$40	Over 19 and less than 20 years	\$190
Over 5 and less than 6 years	\$50	Over 20 and less than 21 years	\$200
Over 6 and less than 7 years	\$60	Over 21 and less than 22 years	\$210
Over 7 and less than 8 years	\$70	Over 22 and less than 23 years	\$220
Over 8 and less than 9 years	\$80	Over 23 and less than 24 years	\$230
Over 9 and less than 10 years	\$90	Over 24 and less than 25 years	\$240
Over 10 and less than 11 years	\$100	Over 25 and less than 26 years	\$250
Over 11 and less than 12 years	\$110	Over 26 and less than 27 years	\$260
Over 12 and less than 13 years	\$120	Over 27 and less than 28 years	\$270
Over 13 and less than 14 years	\$130	Over 28 and less than 29 years	\$280
Over 14 and less than 15 years	\$140	Over 29 and less than 30 years	\$290
Over 15 and less than 16 years	\$150	Over 30 years	\$300

Attachment #1

Job Title	Hire Date	Years of Service	12/5/2011 Cost	
Chief of Police				
Patrol Commander-Lieut.	6/18/82	29 Years	29.484932	442.2739726
CID - Detective Corporal				0
CID Commander - Detective Sgt.	7/13/98	13 Years	13.405479	201.0821918
Patrol Segeant	5/13/02	9 Years	9.569863	143.5479452
Patrol Corporal	12/17/07	4 Years	3.969863	59.54794521
Corporal	2/10/94	17 Years	17.827397	267.4109589
Patrol Officer	7/25/05	6 Years	6.3671233	95.50684932
Patrol Officer	10/11/11		0.1506849	2.260273973
Patrol Officer	12/26/06	5 Years	4.9452055	74.17808219
Patrol Officer	10/11/2011		0.1506849	2.260273973
Patrol Officer	8/20/07	4 Years	4.2958904	64.43835616
Patrol Officer	10/11/11		0.1506849	2.260273973
Patrol Officer	3/30/09	2 Years	2.6849315	40.2739726
Patrol Officer	2/22/11	--	0.7835616	11.75342466
Patrol Officer	10/11/11		0.1506849	2.260273973
K-9 Officer	10/5/09	2 Years	2.1671233	32.50684932
CID Officer	6/1/04	7 Years	7.5150685	112.7260274
Warrant	1/12/07		4.8986301	73.47945205
Monthly				1,627.77
Annually				19,533.21

RESOLUTION NO 2012-367 (R)

**A RESOLUTION APPROVING AN AGREEMENT WITH
COPSYNC, INC. FOR LAW ENFORCEMENT REAL-TIME,
IN-CAR INFORMATION SHARING, COMMUNICATION
AND DATA INTEROPERABILITY NETWORK SERVICES.**

WHEREAS, the City of Windcrest desires to acquire COPsync™ technology for use by the Police Department; and

WHEREAS, the Windcrest City Council has determined that COPsync, Inc. is the sole source provider for COPsync™ technology; and

WHEREAS, the Windcrest City Council has determined that it would promote the health, safety and welfare of the citizens to enter into an agreement with COPsync, Inc. for acquisition of COPsync™ technology.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINDCREST that the attached agreement between the City of Windcrest and COPsync, Inc., including attachments A-G, is hereby approved and the City Manager is authorized to execute said agreement on behalf of the city.

Passed and approved this 23rd day of January, 2012.

Mayor

City Secretary

City Attorney



January 11, 2012

Dear Windcrest Police Department:

Welcome to COPsync -- the largest law enforcement real-time, in-car information sharing, communication and data interoperability network in the U.S.!

Enclosed is the quote we committed to provide along with each of the supporting documents outlined in our meeting. These materials are intended to expedite your agency going "live" on the COPsync Network as quickly as possible.

If you find any points in the enclosed documents for which you need clarification or discussion, please do not hesitate to contact your account executive or your customer support representative. Their contact information appears in the enclosed materials.

COPsync provides its commitment to you now that we will work diligently with you to ensure your agency's participation on the Network in the timeliest manner as possible. It will assist us if you will fax your documents prior to mailing. We will be calling and/or visiting you throughout the process to keep you informed of your agency's progress.

As a reminder to assist in presenting the Network to your governing body, your agency's participation with COPsync will enable your officers to report and share critical data in real-time at the point of incident. They will also be able to obtain instant access to local, state and federal law enforcement databases, use electronic tools to eliminate manual processes, and interdict crimes in progress. Your officers will also be safer and more efficient. For more information about the COPsync Network, visit www.copsync.com.

We appreciate your business and look forward to serving your agency's needs. Please don't hesitate to call us with your questions or concerns as they arise.

Again, welcome to the Network!

The COPsync Customer Care Team

P.O. Box 802108, Dallas, Texas 75380-2108
972-865-6192(o); 972-201-9647(fax)
www.copsync.com



COPSYNC CONTACT INFORMATION

Regional Sales Manager: Patrick Hawthorne

Direct Phone: (830) 660-6290

Email: phawthorne@copsync.com

Customer Service: Wesley Harris

Direct Phone: (214) 215-8072

Email: wharris@copsync.com



January 11, 2012

RE: Sole Source Letter for COPsync™ Technology

TO: Windcrest Police Department

This is a letter to advise that we are the sole source provider of the COPsync™ law enforcement real-time, in-car information sharing, communication and data interoperability network. We hold all copyrights for the software and have pending patent applications covering elements of the functionality. The COPsync™ solution is unique, in part, because it provides all the following functionality in one consolidated software solution:

1. Real-time information sharing among all users at the point of incident – Data is gathered electronically at the point of incident, and is immediately available system wide. The COPsync network allows user agencies to exchange information from disparate record management systems through a common medium;
2. Instant access to all reports and citations among all users – All activity conducted on individuals, their associates, vehicles and locations is immediately available to all users;
3. Eliminates redundant data entry providing dividends in efficiency – Information captured from a driver's license scan or already resident in the system is populated across all forms automatically. Data collection and entry is standardized;
4. Multi-Jurisdictional Compatibility – Information sharing at the point of incident is available among users in all states;
5. GPS/AVL (Global Positioning/Auto Vehicle Locator) – The location, direction, speed and current activity of every user on the system is available to all COPsync network users;
6. Distance-Based Alerts – If a user enters the name, address, vehicle license plate, or associate of someone with a BOLO, the five nearest officers are automatically notified regardless of the agency;
7. Instant communication among all users – Any user on the system can be sent an instant message by selecting them on a list. The messaging is multi-jurisdictional and encrypted so it can only be monitored by COPsync users.
8. Map-Based Messaging – Messages can also be sent by clicking the receiving vehicle on the AVL map;
9. National, State and Local criminal database access – Criminal and vehicle history can be requested from the vehicle;
10. Vehicle Crash Reporting and Diagram Builder – All state forms and crash reports are generated electronically in COPsync, as well as the diagram;
11. e-Citation Utility – Tickets can be written in the system and are viewable by all users;

12. Law Reference Library – All relevant codes are loaded into the system and legislative updates are included, and can be searched by keyword, section or statute;
13. BOLO (Be On the Lookout) Database – Notices from Officer Safety Alerts to Missing Persons can be entered into the system. Officers making contact with a person, vehicle, location or associate of a person with a BOLO are immediately alerted;
14. Electronic Reporting including Driving While Intoxicated Utility – All reports can be completed electronically, in the field, and without redundant data entry. Forms like Booking Sheets, Complaint Forms, Towed Vehicle Inventories, and many others can be generated from the same centralized COPsync™ screen;
15. COPsync Cache – Officers can continue to work seamlessly even in a disconnected state or in areas where they do not have a cellular signal.
16. Criminal Trespass Database – Officers can quickly and easily generate Criminal Trespass Warnings and print them in the field. They are then tracked in the database and available to all users;
17. No Technology Changes Required – COPsync can be used effectively without making changes to your current record, jail, or court management technology infrastructure. COPsync can also be interfaced with any record, jail, court, or computer-aided dispatch system;
18. GJXDM/NIEM Compliant – COPsync is compliant with the Global Justice XML and the National Information Exchange Model.

In summary, more than 200 law enforcement agencies in Texas, including the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE), have purchased COPsync on a sole-source basis.

If you have any questions relating to this topic please feel free to contact the COPsync customer support team between the hours of 8am – 5pm, Monday through Friday at 972-865-6192.

Very truly yours,

A handwritten signature in black ink that reads "Ronald A. Woessner". The signature is written in a cursive, flowing style.

Ronald A. Woessner
Chief Executive Officer



[Please sign and return this letter as soon as possible as it will secure your agency's priority in the COPsync order fulfillment process.]

NON-BINDING LETTER OF INTENT - BUDGET

This **non-binding** letter of intent is made between COPsync, Inc. ("COPsync") and the "Agency" listed below.

COPsync™ provides the "COPsync service," which is used by law enforcement agencies to enable patrol officers to access state and federal law enforcement data bases, use electronic tools that replace manual processes, share law enforcement information across jurisdictional boundaries and for other purposes.

The purpose of this **non-binding** letter of intent is to set forth the Agency's intent to acquire the COPsync service on mutually agreed terms. Our Agency will make good faith efforts to acquire the COPsync service using traditional funding methods including, but not limited to, requesting an increase in our budget from our city council or commissioner's court and procuring discretionary funds.

COPsync agrees to participate in any presentations to the Agency's budgetary authority (City Council, Commissioners Court) regarding the COPsync service if necessary.

It is understood that this agreement constitutes a statement of our Agency's intention to use the COPsync service and this agreement is **non-binding** on the Agency.

Executed on the dates set forth below.

COPSYNC, INC.

Windcrest Police Department ("Agency")

Signature: _____

Signature: _____

Name: _____

Name: _____

Its: _____

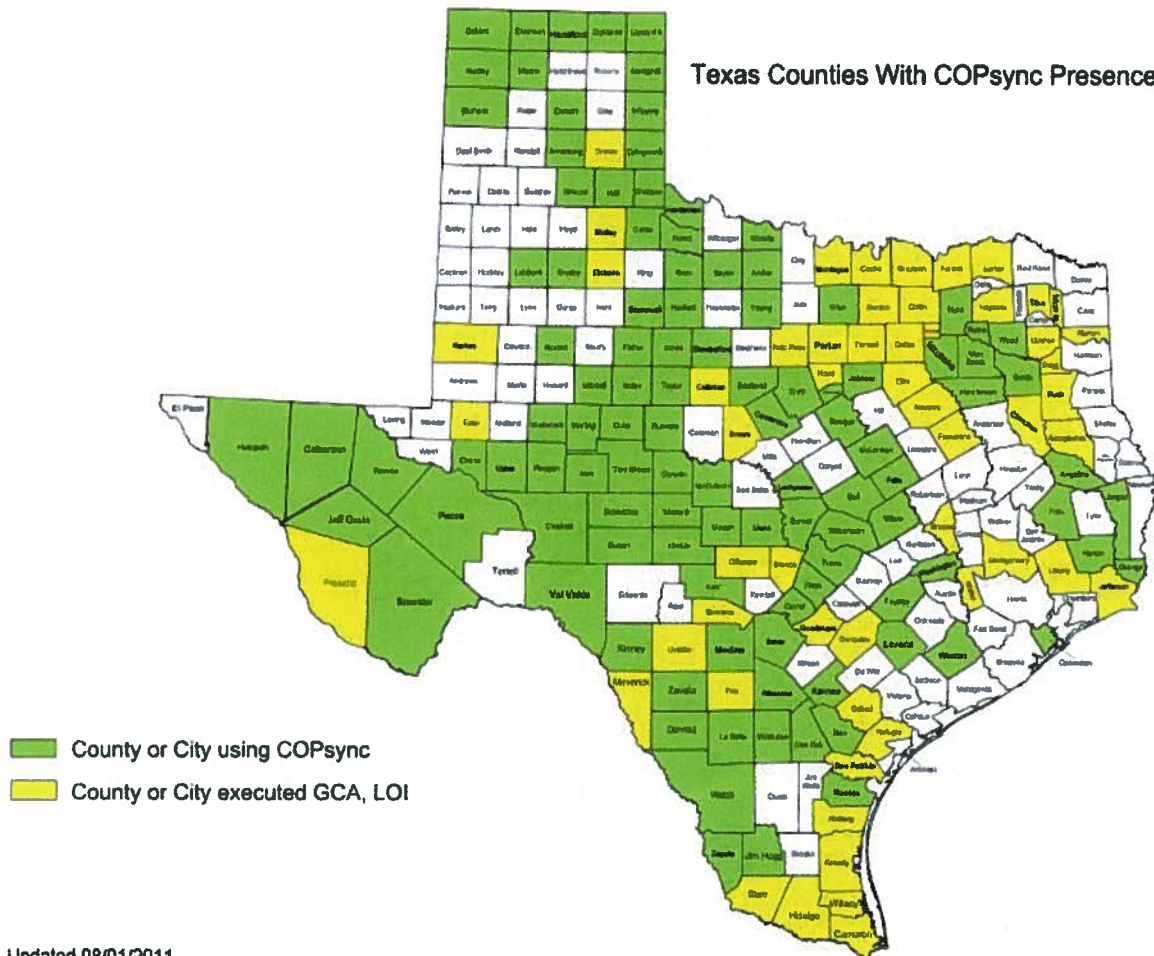
Position: _____

Date: _____

Date: _____

CEO/CFO Initial: _____

Return via Fax to: COPsync, Inc. 972-201-9647(fax); 972-865-6192 (office)





Attachment F
COPsync Grant Award

January 11, 2012

Windcrest Police Department
8601 Midcrown
Windcrest, TX 78239

Dear Lt Dale Clark:

We understand that Windcrest Police Department desires to join the COPsync information sharing network. I am writing this letter to inform you that COPsync is awarding Windcrest Police Department a grant in order to enable it to join the network.

The amount of the grant is Twelve Thousand Dollars (\$12,000.00). This award is to be applied against the COPsync software licenses as stated in quote number 4472 and expires 60 days from the date of the quote.

Please contact your COPsync account executive if you have any questions about the quote or this COPsync grant.

We appreciate your business and look forward to having you as a member of the network!

Sincerely,

Barry W. Wilson
Chief Financial Officer



WHY SHOULD THE MUNICIPAL/JUSTICE COURT SUPPORT COPsync?

What is in it for us today?.... COURTsync™

COURT PERSONNEL SAFETY

- COPsync's Court Module (COURTsync™) provides you with a Silent Dispatch directly to the closest officers to your court
- COURTsync provides you with historical behavior exhibited by people who may appear in your court -- provided by all participating agencies!

DIRECT INSTANT MESSAGING

- COURTsync provides your Court with the ability to direct message your officers via private encrypted instant message

COMPLETE DRIVING HISTORY

- COURTsync allows you to see ALL Citations issued – both Issued and Warnings
 - Includes Texas Department of Public Safety Citations
- No more deferments dismissed as a result of lack of knowledge
 - Courts see 100% of Defendants activities in all jurisdictions

ACCESS TO INTEL

- Updated contact information for those with outstanding warrants
 - Rather than just your officers collecting local intel (updated address, phone number, place of employment, etc.), you now have access to intel gathered state-wide by 1,000s of officers in 100s of agencies.
- Civil Process Module
 - Through the COPsync Messenger System – Civil Process can be served by 1,000s of officers as they contact individuals with pending Civil Process

CITATIONS UPLOADED IN REAL-TIME TO YOUR EXISTING COURT TECHNOLOGY

- COPsync Officers are creating citations electronically. These citations will no longer need to be manually uploaded by your clerks.

**COPsync, Inc.****Quote**

P.O. Box 802108
Dallas, Texas 75380-2108

Office: 972-865-6192
Fax: 972-201-9647

CUSTOMER:

Agency: Windcrest Police Department
Address: 8601 Midcrown
Windcrest, TX 78239
Contact: Lt Dale Clark
Phone: (210) 655-2666
Email: dclark@windcrest-tx.gov

SHIP EQUIPMENT TO:

Name: Same
Attention:
Address:

Phone:

SEND INVOICE TO:

Name: Same
Attention:
Address:

Phone:

Quote #: 4472
Issue Date: 1/10/2012
Valid Thru: 3/10/2012

Sales Tax: Exempt

Sales Rep: Patrick Hawthorne
Sales Reg: 1

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
--- SOFTWARE LICENSE ---			
20	COPsync Full Time Officer [12 mo. at \$99.95]	\$ 1,199.40	\$ 23,988.00
--- HARDWARE ---			
9	Printek-FieldPro Printer-RT43 Bluetooth (91844)	\$ 599.00	\$ 5,391.00
9	Printek-FieldPro Printer - 36 month extended warranty	\$ 199.00	\$ 1,791.00
9	Printek-Fixed Mounting System (91917)	\$ 79.00	\$ 711.00
9	Printek-In Vehicle Power Adapter MtP (91410)	\$ 49.00	\$ 441.00
9	Printek-USB Cable - RJ45 to USB-A (91850)	\$ 49.00	\$ 441.00
2	Paper-FPro Paper 4" Prem, Case (36R)	\$ 149.00	\$ 298.00
9	GPS Receiver	\$ 45.00	\$ 405.00
9	Magtek Card Reader	\$ 79.00	\$ 711.00
8	COPsync in-car video system, including year 1 maintenance and warranty ** (See Special Terms)	\$ 2,995.00	\$ 23,960.00
8	COPsync in-car video - Vehicle Installation: In conjunction w/COPsync Port Replicator/Mount	\$ 150.00	\$ 1,200.00
8	COPsync in-car video - Shipping/Handling	\$ 12.50	\$ 100.00
--- MISCELLANEOUS ---			
20	Officer Profile Setup & In-Person Training (\$300 minimum)	\$ 99.00	\$ 1,980.00
9	COPsync Software Configuration	\$ 70.00	\$ 630.00
9	COPsync Vehicle Installations: Accessories Only	\$ 175.00	\$ 1,575.00
1	Travel & Project Implementation	\$ 600.00	\$ 600.00
1	COPsync's portion of an interface between COPsync and municipal software for use in connection with the Service. NOTE: Your court technology vendor may also charge you for work they must perform to enable the interface. COPsync is NOT responsible for performing this work or paying your vendor.	\$ 3,500.00	\$ 3,500.00
--- AIR CARDS/SERVICE ---			
Pricing does not include air cards or air card service			
Special Terms			
<i>The COPsync Grant may be applied against COPsync services fees only.</i> ** 2012 availability date to be determined for COPsync in-car video system ***DO NOT PAY, THIS IS NOT AN INVOICE***		SOFTWARE	\$ 23,988.00
		HARDWARE	\$ 35,449.00
		MISCELLANEOUS	\$ 8,285.00
		SUB-TOTAL	\$ 67,722.00
		COPsync GRANT	\$ (12,000.00)
		TOTAL	\$ 55,722.00

Classify: Quote / Budget
Workbook: Modified_Windcrest Police Department_4472_Quote_Budget_2012 01 10.xls
Use File Name: Windcrest Police Department_4472_Quote_Budget_2012 01 10
Generated: 01/10/2012 at 14:33
Tool Version: Ver. 2011 12 21



Services Agreement

1. **Invoicing & Payment.** COPsync, Inc. ("COPsync") may issue invoices upon the execution of this Services Agreement, and customer agrees to pay all invoices in U.S. dollars within 30 days of the date of invoice. By signing below Customer is agreeing to subscribe to the COPsync services and agreeing to purchase the hardware and other items stated on the face of this Services Agreement. Annual subscription fees are to be paid at the beginning of each service year, unless otherwise stated on the Services Agreement, with the initial subscription period beginning on the 60th day following the date of this Services Agreement or, if earlier, on the date the installation and training are completed and/or the services are initiated and made available to Customer. **Make all checks payable to:** COPsync, Inc., Attn: Accounts Receivable, P.O. Box 802108, Dallas, TX 75380-2108.
2. **TLETS Application.** Customer is solely responsible for making application and securing approval of its TLETS ("Texas Law Enforcement Telecommunications System") application. Customer agrees to comply with the payment terms outlined in this Services Agreement regardless of whether or not the TLETS application has been approved.
3. **Term.** This Services Agreement shall be for the period stated on the face of the Services Agreement. This Services Agreement cannot be cancelled or terminated before the expiration of the contract term indicated on the face of this Services Agreement except as provided in the attached Terms & Conditions.
4. **Installation.** COPsync shall provide, directly or through designated third-party service providers, installation services for the hardware being purchased by Customer and set-up and training (if stated on the face of the Services Agreement) in the use of the COPsync services. The Customer agrees to execute COPsync's acceptance forms upon completion of hardware installation and training, as applicable.
5. **Taxes.** Upon presentation of invoices by COPsync, Customer agrees to pay any tariffs, duties or taxes imposed or levied by any government or governmental agency, including without limitation, federal, state and local sales, imposed use, value-added and personal property taxes (other than franchise and income taxes imposed on COPsync's net income).
6. **Title.** Title to the Service and Software is reserved to COPsync. Title to, and risk of loss, for **hardware** provided under this Services Agreement passes to customer upon delivery.
7. **Interface.** The parties shall enter into a separate integration agreement if the COPsync™ database is to be integrated with Customer's existing record, court, jail management or computer aided dispatch (CAD) software systems to permit the exchange of data between these systems and the COPsync database.
8. **SALES AND USE TAX:** The products and services provided under this Services Agreement are tax-exempt from Sales and Use Tax per Title 34, Part 1, Chapter 3, Rule 3.322, Exempt Organizations.
9. **Number of Users:** COPsync agrees to provide the total number of user licenses, at the specified monthly pricing per user, for use of the COPsync™ service and software as indicated on the face of this Services Agreement. Additionally, COPsync agrees to provide a maximum of five (5) user licenses at no charge to Customer for administrators and support staff.

COPsync, Inc.		Customer	
Signature:		Signature*:	
Print Name:		Print Name*:	
Title:	Date:	Title*:	Date:

*The person signing represents they are an authorized signatory.

These Terms and Conditions describe the terms and conditions under which COPsync, Inc. ("COPsync" or "we") provides a subscription to use its computer software ("Software") and its law enforcement data sharing and electronic forms service ("Service") to you ("Subscriber" or "you") and your authorized users.

1. Subscription. We grant you and your authorized users a nonexclusive subscription to use the executable form of the Software and related documentation files in connection with your subscription to and use of the Service. The fees for your use of the Software and the Service are specified in the Services Agreement to which these Terms and Conditions are attached.

2. Term. The initial term (the "Initial Term") of the Services Agreement shall be for a period of 12 months beginning on the 60th day following the date of the Services Agreement or, if earlier, on the date the installation and training are completed and/or the services are initiated and made available to you~~be as stated in the Services Agreement~~, unless terminated sooner as provided herein. At the end of the Initial Term, the Services Agreement shall automatically renew for successive one year periods (the "Renewal Term") at our then-current prices, unless either you or we notifies the other in writing thirty days prior to the end of the Initial Term or Renewal Term, as applicable.

3.1 Law Enforcement Use Only. You may use the Service and the Software solely for your own benefit in your operations as a law enforcement agency. The Service and the Software may be accessed only by law enforcement officers, administrators and authorized support staff, in each case that are registered with us and for law enforcement purposes only. All other access is unauthorized and shall constitute a violation of these Terms and Conditions.

3.2 Restrictions. You may not (1) copy or duplicate any part of the Service or Software; (2) allow any unauthorized person or third party to use the Service or Software or any of the data or confidential information accessible through use of the Service or Software or transfer, publish, distribute, sell or sublicense the Service or Software or any portion thereof; or (3) allow more than one individual to share a unique identification/registration number to access the Service or Software; (4) use the Service or Software in any fashion that infringes any of our copyrights, intellectual property rights, or proprietary

or property rights; (5) use the Service or Software to develop your own law enforcement product or service (either electronic, print, or a combination, now existing or developed in the future); (6) sell, rent, license, distribute, transfer, or disclose the Software or Service or its contents, (7) copy, reproduce, manufacture, reverse engineer, disassemble, or reverse compile the software comprising the Service or Software, or disclose or distribute the design, structure, or operation of the Service or Software or part thereof to any person, corporation or other entity; (8) use any robot, bot, automated user, spider, site search/retrieval application, or other program or device to retrieve or index any portion of the Service or Software source code or content or collect information, or for any purpose; or (9) remove or obscure any of our copyright, patent, or other intellectual property notices.

4.1 Title; Confidentiality. Title, ownership rights, and intellectual property rights in and to the Software and Service shall remain with us. The Software and Service are protected by the copyright laws of the United States and international copyright treaties. To our knowledge, your use of the Software and Service will not infringe any patent of any third party.

4.2 Grant-Back License. You grant us a fully-paid up, non-revocable, worldwide, non-exclusive, and transferable (as permitted in Section 8) license to (a) allow users of the Service to access and view "background data" and "foreground" data in connection with their use of the Service; and (b) use publicly-available data, whether background or foreground, and "de-identified" data, whether background or foreground, for research and academic purposes and for any other lawful purpose, including licensing or other transfers for value to unaffiliated third parties. "Background data" is any of your data, including publicly-available data, that is uploaded to our data bases. "Foreground data" is any data, including publicly-available data, arising in connection with the use of the Software and Service by you and your users and that is captured in our data bases. We claim no ownership rights in the background data or the foreground data. "De-identified" data is data that does not contain any information that could reasonably serve to identify any natural person or entity. The provisions of this Section shall survive the expiration or termination of the Services Agreement.

5. Warranty Provisions. We warrant that the Service and the Software will perform substantially as set forth in our published documentation. As our sole liability and your sole remedy for any breach of the foregoing warranty, we shall use commercially reasonable efforts to cause the Service and the Software to perform substantially in accordance with the published documentation and you shall give us a reasonable opportunity to do so. If we are unable to do so, you may terminate the Services Agreement upon 5 days written notice to us and we shall refund any pre-paid fees paid by you that relate to the period following the effective date of the termination. To the maximum extent permitted by applicable law, we expressly disclaim all warranties with respect to your use of the Software and Service. Other than the warranty of title and the warranty provided in the first sentence of this section, the Software and the Services are provided "as is," "as available" without warranties of any kind, either express or implied including, but not limited to, implied warranties of merchantability, fitness for a particular purpose or non-infringement (subject to section 4.1) or non-interference. This limited warranty gives you specific legal rights. You may have others, which vary from state and jurisdiction. Some states and jurisdictions do not allow limitations with respect to implied warranties, so the above limitation may not apply.

6. Limitation of Liability. To the maximum extent permitted by applicable law, neither you, on the one hand, nor we nor any of our contractors, suppliers, and other parties who may be associated with providing the Software or Service (a "Disclaiming Party"), on the other hand, will be liable to the other or any third party for any indirect, incidental, special, punitive, exemplary, or consequential damages of any kind arising under this Agreement or otherwise in connection with your use, or a Disclaiming Party's provision, of the Software or Service. Our aggregate liability to you arising under this Agreement or otherwise in connection with your use, or a Disclaiming Party's provision, of the Service or Software shall not exceed, for all causes of action that arose in a calendar year, the amounts you actually paid to us under this Agreement for such calendar year, unless otherwise specifically agreed in writing between the parties. Our limits of liability apply regardless of the type of claim brought, including those for negligence. Some states and

jurisdictions do not allow the exclusion or limitation of liability, so the above limitation may not apply to you.

7. Termination. We may terminate this Agreement upon written notice to you if you breach any of the terms hereof or other agreement between you and us. Upon termination, you agree to (i) discontinue use of Software and Service; (ii) remove the Software and Service from any servers upon which they have been installed; and (iii) destroy or return to us the Software and Service and any archived copies of the Software and Service, except as may be necessary for you to transfer data to yourself or a new software/service provider. You shall also have "read only" access to the data stored in our data bases relating to the Service for a period of 30 days after termination. Within 90 business days after termination, we shall provide you a copy of the foreground data stored in our data bases in XML format stored on CR ROM library. You may terminate this Agreement upon 30 days written notice to us, with or without cause.

8. General. This Agreement represents the complete agreement between the parties concerning this subscription and service arrangement and supersedes all prior agreements and representations between us. The Services Agreement may only be amended by mutual written agreement. If any provision of these Terms and Conditions is held to be void and unenforceable, it will not affect the validity of the balance of these Terms and Conditions, which shall remain valid and enforceable according to its terms. In any action to enforce the Services Agreement, the prevailing party shall be entitled to recover, in addition to other relief granted, reasonable attorneys' fees and expenses of litigation. Venue for any legal claim hereunder shall be exclusively Bexar County, Texas. We shall have the right to assign our rights and obligations hereunder to (a) any controlled subsidiary of ours, (b) any joint venture in which we are a participant, (c) any entity which is the survivor in a merger of COPsync with or into such other entity, or (d) any acquirer of all or substantially all of our assets. The Services Agreement shall be governed by the laws of the State of Texas (without regard to the conflicts of law provisions thereof) and applicable U.S. federal law.