

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

December 19, 2011

**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 19th DAY OF DECEMBER 2011 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 DECEMBER 19, 2011 AND TO RECONVENE THE MEETING ON THE FOLLOWING DAY, DECEMBER 20, 2011 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. Citizens to be Heard on Subsequent and Non-Subsequent Agenda Items

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

III. Presentations

1. Joe O'Brien, Interim Chief of Police will introduce new officer's Duquette and Pena to the City Council.

IV. 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 November 30, 2011 (FY 2011 – 2012). (Att. 1)

V. Monthly Department Reports Month Ending November 30, 2011 For FY 2011 – 2012

1. Fire Department – Dan Reese, Fire Chief will present the monthly Fire Department report for the month of November. The discussion will include Summary of Calls for the Month of November 2011 (FY 2011-2012) including the response times for the City, County and Annexed area. (Att. 2)

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 November 2011 (FY 2011-2012). (Att.3, 4, 5, 6)
3. Public Works – Chris Gamboa, Interim Director of Public Works will present the monthly Public Works report for the month of November 2011 (FY 2011-2012). (Att. 7)
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.8)
6. City Secretary/Building Service/Health – Heather Weidenbach, City Secretary will present the Building Services and Health report for the month of November 2011 (FY 2011-2012) (Att.9)

VII. 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. 2011-631B, an ordinance amending Ordinance No. 631A allowing for up to nine members on the Parks & Recreation Commission. (Mayor Alan Baxter & Kelly Rodriguez, Court Clerk/Asst. City Secretary Request) **Second Reading** (Att. 10)
2. City Council will review, discuss and may take action on Ordinance No. 2011-655, an ordinance of the City of Windcrest to tax tangible personal property in transit which would otherwise be exempt pursuant to Texas Tax Code, Section 11.253. (Sarah Mangham, Municipal Finance Officer Request) **First Reading**, (Att. 11)
3. City Council will review, discuss and may take action on Ordinance No. 2011-656 (O), an ordinance authorizing compensation for members of the City Council as provided in Section 3.07 of the City Charter. (Mayor Alan Baxter, Rafael Castillo, Jr., City Manager and Sarah Mangham Request) **First Reading**, (Att. 12)

VIII. Resolutions

1. City Council will review, discuss and may take action Resolution No. 2011-359, a resolution ratifying the City Manager's action to provide health insurance to the Municipal Finance Officer in exchange for eight (8) additional hours of work per month. (*Rafael Castillo, Jr., City Manager and Sarah Mangham, Municipal Finance Officer Request*) (Att. 13)
2. City Council will review, discuss and may take action on Resolution No. 2011-360, a resolution authorizing the City Manager to enter into an agreement for the City's Communications Maintenance Agreement with Binger & Delgado Communications, LLC. (*Rafael Castillo, Jr., and Sarah Mangham, Municipal Finance Officer Request*) (Att. 14)
3. City Council will review, discuss and may take action on Resolution No. 2011-361, a resolution authorizing the City Manager to enter into an agreement appointing Michael S. Brenan, Attorney at Law, as City Attorney from October 1, 2011 through September 30, 2012. (*Rafael Castillo, Jr., City Manager and Sarah Mangham, Municipal Finance Officer Request*) (Att. 15)

IX. Discuss and Act

1. City Council will discuss and may take action on contracting with Raba-Kistner to proceed with Request for Proposals for air conditioning units for City Hall. (*Rafael Castillo, Jr., Sarah Mangham, Chris Gamboa, Public Works Director Request*) (Att. 16)
2. City Council will discuss and may take action on the Windsor Park Shopping Centre regarding the monetary road exchange values. (*Mayor Alan Baxter, Rafael Castillo, Jr. Request*) (Att. 17)
3. City Council will receive an update and will discuss and may take action on scheduling Police Chief Interviews. (*Councilperson Shelton, Councilperson Jacobi and Rafael Castillo, Jr., City Manager Request*)
4. City Council will discuss and may take action appoint a new member or members to the Parks & Recreation Board. (*Mayor Baxter Request*)

5. City Council will discuss the Demand for Payment RE: Real Estate Lien Note (the "Real Estate Lien Note") dated January 23, 2008, executed by CITY OF WINDCREST/CITY OF WINDCREST ECONOMIC DEVELOPMENT CORPORATION (the "City Parties") payable to the order of Windcrest Revitalization Partners II, LLC ("Debtor"), in the original principal amount of \$17,179,045.03; (Our file 5795.002; Barton, East & Caldwell, P.L.L.C. Attorney at Law) *(Mayor Alan Baxter and Rafael Castillo, Jr., City Manager Request) (Att. 18)*
6. City Council will discuss and may take action to conduct a joint election in 2012 with Bexar County Water Control and Improvement District No. 10.

XII. General Announcements & Future Agenda Items Requested

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

XIV. Adjournment

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the City Council of the City of Windcrest is a true and correct copy of said Notice and was posted on the bulletin board at City Hall of said City in a convenient place to the public and said Notice was posted more than seventy-two hours prior to the meeting on December 19, 2011.

By: Heather Weidenbach, City Secretary

In compliance with the Americans With Disabilities Act, the City of Windcrest Council Chambers are wheelchair accessible, and accessible parking spaces are available. The City of Windcrest will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 48 hours prior to the meetings. Please contact Heather Weidenbach, 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 ____ December, 2011.

____ Title: _____

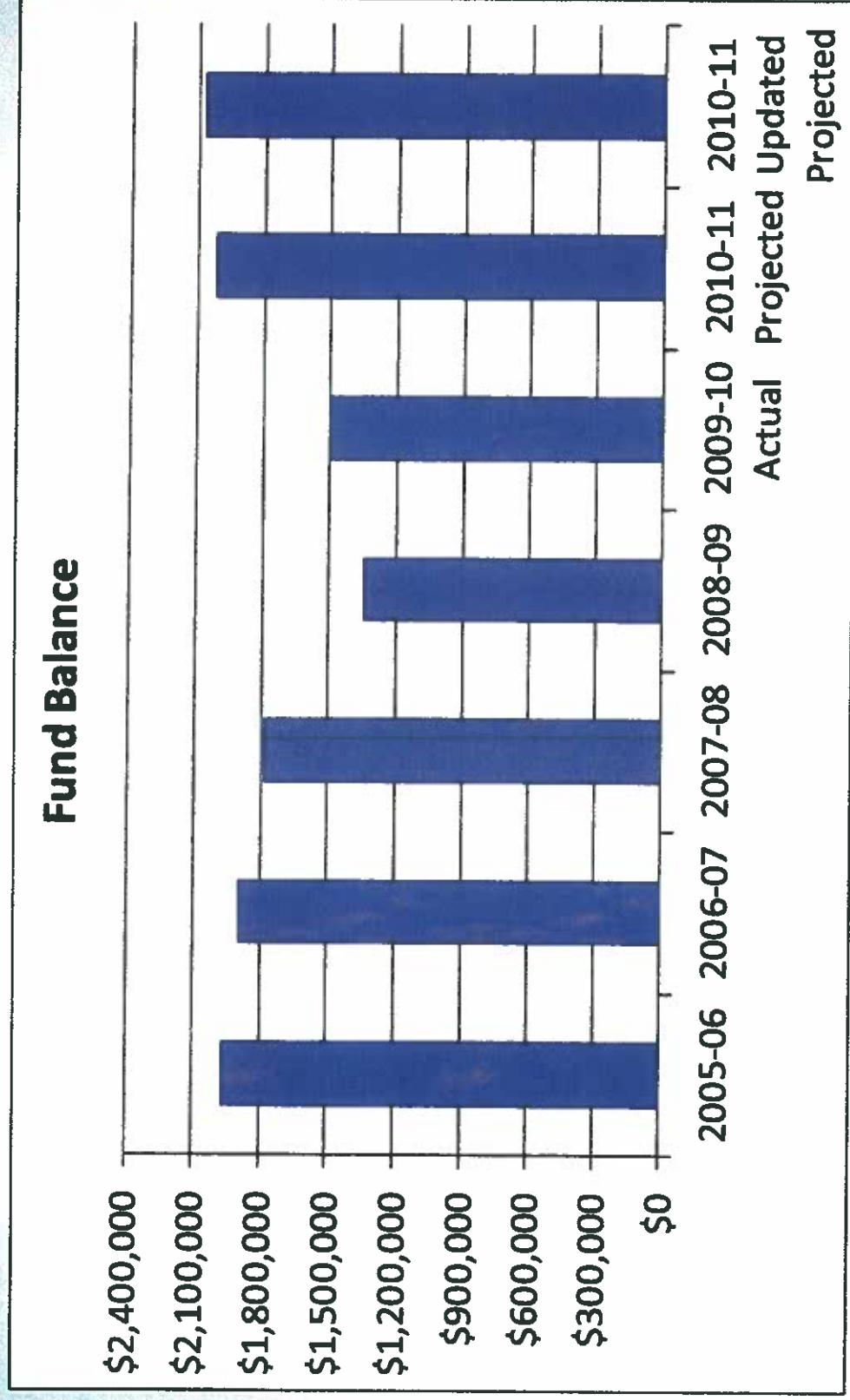


Monthly Finance Report

October 2011

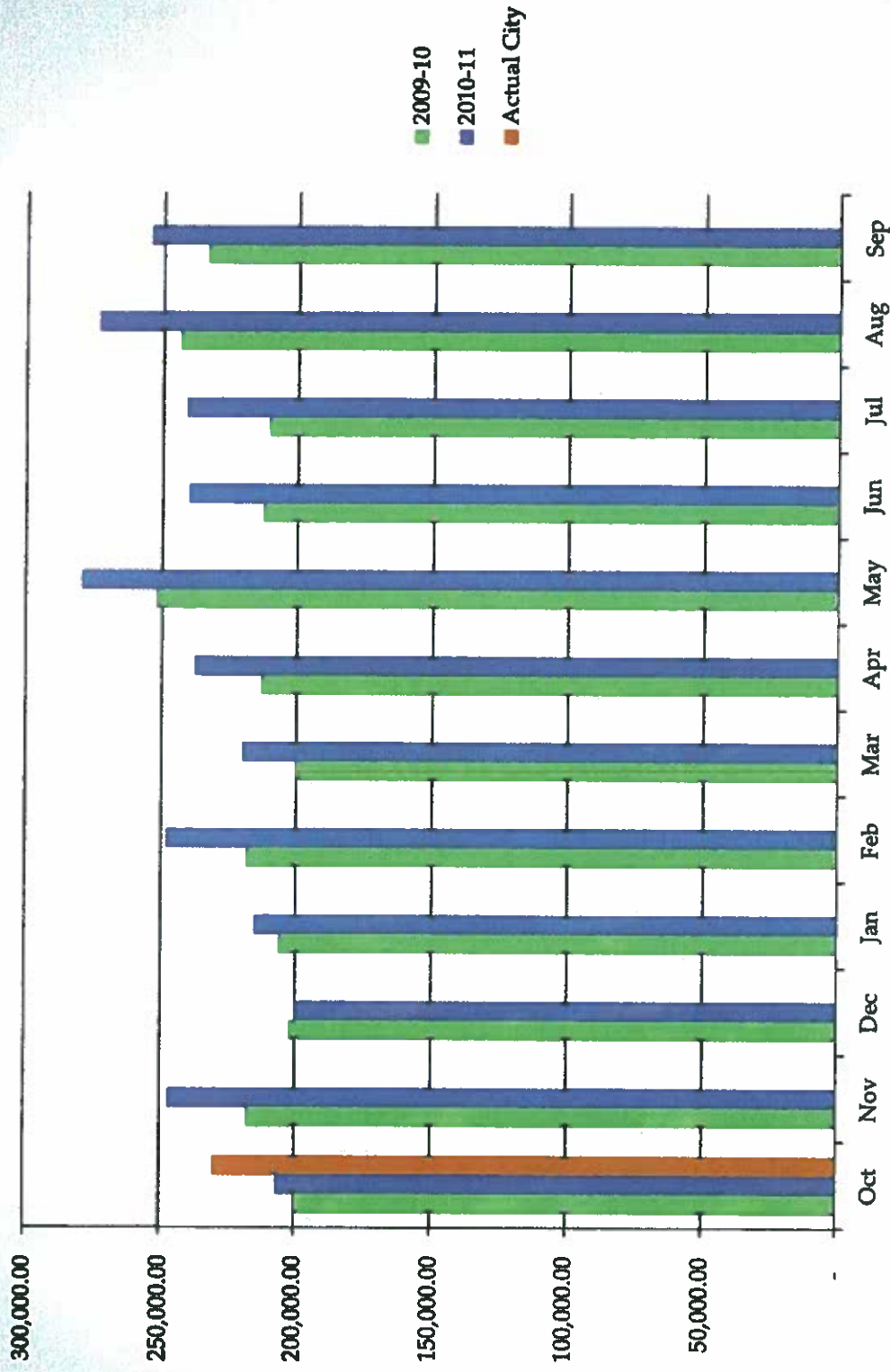
● Submitted November 10, 2011

11/16/2011 ● 1



Monthly Finance Report

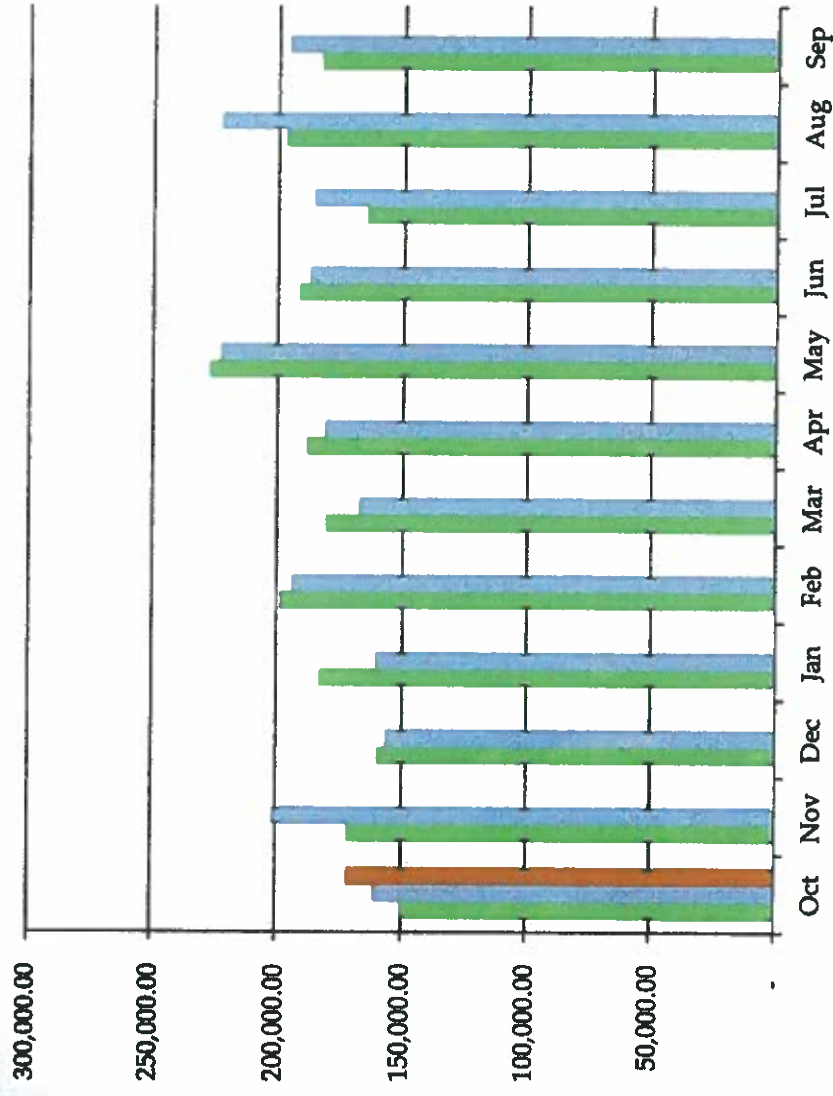
October 2011



Total Sales Tax *October 2011*

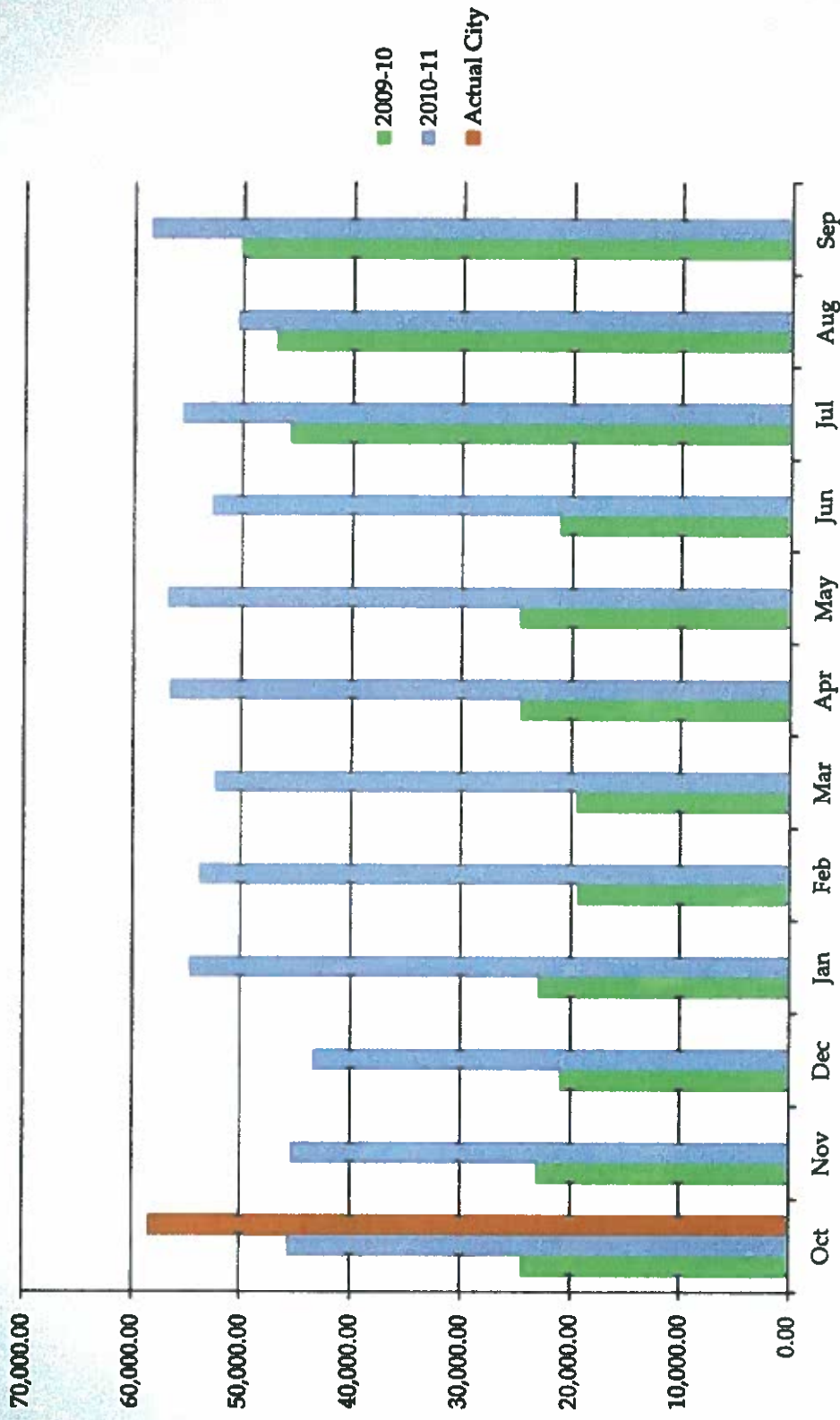
● Submitted November 10, 2011

11/16/2011 ● 3



■ 2009-10
 ■ 2010-11
 ■ Actual City

Sales Tax less Annexation Portion *October 2011*



Windcrest Annexation Portion *October 2011*

- Finance Accomplishments
 - ADP Payroll system up and running
 - Approved Budget loaded into INCODE and placed on the web
 - Begin the processing of Chief of Police Applications (33 applicants)
- 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

October 2011

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

	Account Balance	Interest Rate
Frost Bank Accounts:		
Pooled Checking	\$ 69,929	0.01%
General Fund Money Market	\$ 798,706	0.01%
General Fund Development Escrow	\$ 1,670,082	0.01%
General Fund Certificate of Deposit	\$ 25,000	0.23%
 Garbage Fund Checking	 \$ 19,468	 0.01%
Garbage Fund Money Market	\$ 123,459	0.01%
 Debt Service Fund	 \$ 30,786	 0.01%
 Capital Projects Street Fund	 \$ 58,265	 0.01%
 Hotel/Motel Occupancy Tax Fund	 \$ 114,462	 0.01%
 Windcrest Crime Control & Prevention Dist. Fund	 \$ 238,700	 0.01%
 Economic Development Corporation	 \$ 1,735,919	 0.01%
 Asset Forfeiture/Seizure Savings (Federal)	 \$ 347	 0.01%
 County Fire Contribution Savings	 \$ 8,433	 0.01%
 School Crossing Guard Savings	 \$ 35,599	 0.01%
 Dare Program Fund Savings	 \$ -	 0.01%
 Police Donation Savings	 \$ 2,895	 0.01%
 Asset Forfeiture/Seizure Savings (State)	 \$ 533	 0.01%
 Police Education/Training Savings	 \$ 10,457	 0.01%
 Roosevelt Scholarship Fund	 \$ 4,092	 0.01%
 Municipal Court Technology Fund	 \$ 16,258	 0.01%
 Municipal Court Building Security Fund	 \$ 9,740	 0.01%
Total - Frost National Bank	\$ 4,973,129	
INVESTMENTS:		
IBC Bank Escrow CD Account	\$ 202,511	0.60%
Texpool (breakout by fund on following page)	\$ 1,239,026	0.1590%
Texpool for Streets	\$ 10,220	0.1590%
Total TexPool	\$ 1,249,246	
 TOTAL ALL FUNDS	 \$ 6,424,886	

Texpool Breakout by Fund

Fund Name	Balance 10/31/2011
General Fund	961,827.90
Garbage	32,488.11
Debt Service	473.46
Capital Project Street	215,928.10
Economic Dev. Fund	4.54
County Fire Contribution	10,946.07
Asset Seizure Fund - State	<u>17,357.94</u>
 Total	 <u><u>1,239,026.12</u></u>

BALANCE SHEET

AS OF: OCTOBER 31ST, 2011

01 -GENERAL FUND

ACCOUNT# TITLE

ASSETS

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1100 CASH - FROST OPERATING	9.91
1102 CLAIM ON CASH	(176,062.32)
1105 SAVINGS	798,705.86
1110 PETTY CASH	1,200.00
1116 INVESTMENT/CERT DEPOSIT	0.00
1120 CERT. OF DEPOSIT-RESTRICTED	25,000.00
1125 INVESTMENT/TEKPOOL	961,827.90
1126 FROST ESCROW	1,670,082.34
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 SCHDLARSHIP	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/HOTEL 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	135,394.48
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. 11	0.00
	3,728,214.63

TOTAL ASSETS

3,728,214.63

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LIABILITIES

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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 THRS PAYABLE	6,361.83

BALANCE SHEET

AS OF: OCTOBER 31ST, 2011

01 -GENERAL FUND

ACCOUNT# TITLE

LIABILITIES - (CONTINUED)

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	(523.42)
2250	SUPPLEMENTAL INSURANCE	(1,372.29)
2251	DEPENDENT DENTAL INSURANCE	687.71
2252	DEPENDENT VISION INSURANCE	166.70
2255	DEP HLTH/OPT LIFE PAYABLE	10,257.31
2256	A/P FSA Med Ded	323.06
2257	A/P FSA DEP DED	0.00
2258	DUE TO EWALD TRACTOR	0.00
2259	A/P MISC DED	65,329.18
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 BLOG 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 MCC&PD FUND	0.00
2400	A/P PENDING	26,491.15
2401	A/P-GENERAL FUNO	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	BONO ESCROW	10,818.00
2412	A/P-CONTINUING ED(LEOCE)	0.00
2413	A/P TIME PAYMENT	133.86
2414	A/P MUN. BLDG. SECURITY (MCBS)	0.00
2415	A/P FUGITIVE APPREHENSION (FA)	5.00
2416	A/P CONSOLIDATED CRT COST(CCC)	8,115.45
2417	A/P JUVENILE CRIME(JCD)	0.50
2418	A/P FTA FEE (FTA)	6,862.60
2420	DEPOSITS-CONTRACTORS	3,717.00
2421	A/P-RESTITUTIDN	0.00
2422	DEPOSITS-VEHICLE STORAGE	4,661.08
2423	AP-CHILD SAFETY SEAT & BELT	339.01
2424	A/P CORRECTIONAL MGMT (CMI)	0.50
2425	DEPOSITS-CIVIC CENTER	(4,020.00)

BALANCE SHEET

AS OF: OCTOBER 31ST, 2011

01 -GENERAL FUNO

ACCOUNT# TITLE

LIABILITIES - (CONTINUED)

2426 A/P INOIGENT DEFENSE FEE	394.07
2427 DEPOSITS - TACO CABANA	25,000.00
2428 A/P - MUNI SVC BUREAU	347.92
2429 A/P - STATE TRAFFIC FEES	3,537.17
2430 BONO REFUNDS	(688.00)
2431 A/P - STATE JURY FEE (SJRF)	812.33
2432 A/P - EXPUNCTION FEE (EXPUNG)	0.00
2433 A/P-RESTITUT FEE-STATE (RSTS)	0.00
2434 A/P-JUDICIAL FEE-STATE (JPCT)	1,084.70
2436 A/P-LINEBARGER COURT COLLECTIO	6,340.73
2437 A/P-CIVIL JUSTICE FINE (CJFS)	7.99
2440 FROST BANK ESCROW FUNDS	1,625,902.86
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	1,806,511.86

EQUITY

3201 FUNO BALANCE	1,207,451.43
3202 FUNO 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	241,202.03
TOTAL EXPENSES	323,509.69
TOTAL SURPLUS/(DEFICIT)	(82,307.66)

TOTAL EQUITY & SURPLUS/(DEFICIT)	1,921,702.77
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TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT	3,728,214.63
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CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2011

01 -GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 08.33

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY								
ALL REVENUES	4,821,749	4,821,749	241,202.03	241,202.03	198,252.05	0.00	5.00	4,580,546.97
TOTAL REVENUES	4,821,749	4,821,749	241,202.03	241,202.03	198,252.05	0.00	5.00	4,580,546.97
EXPENDITURE SUMMARY								
01-ADMINISTRATION								
SALARIES & BENEFITS	139,247	139,247	7,560.42	7,560.42	5,643.81	0.00	5.43	131,686.58
OTHER EXPENSES	10,250	10,250	207.24	207.24	493.44	0.00	2.02	10,042.76
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 01-ADMINISTRATION	149,497	149,497	7,767.66	7,767.66	6,137.25	0.00	5.20	141,729.34
02-POLICE DEPARTMENT								
SALARIES & BENEFITS	1,292,027	1,292,027	80,966.12	80,966.12	49,883.40	0.00	6.27	1,211,060.88
OTHER EXPENSES	90,050	90,050	2,579.33	2,579.33	1,822.69	0.00	2.86	87,470.67
CAPITAL EXPENSES	63,750	63,750	0.00	0.00	0.00	0.00	0.00	63,750.00
TOTAL 02-POLICE DEPARTMENT	1,445,827	1,445,827	83,545.45	83,545.45	51,706.09	0.00	5.78	1,362,281.55
03-FIRE DEPARTMENT								
SALARIES & BENEFITS	99,254	99,254	6,050.17	6,050.17	4,536.32	0.00	6.10	93,203.83
OTHER EXPENSES	99,116	99,116	2,536.52	2,536.52	2,595.88	0.00	2.56	96,579.48
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 03-FIRE DEPARTMENT	198,370	198,370	8,586.69	8,586.69	7,132.20	0.00	4.33	189,783.31
04-SPECIAL SERVICES								
SALARIES & BENEFITS	74,457	74,457	0.00	0.00	12.73	0.00	0.00	74,457.00
OTHER EXPENSES	100,150	100,150	8,403.78	8,403.78	4,535.93	0.00	8.39	91,746.22
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 04-SPECIAL SERVICES	174,607	174,607	8,403.78	8,403.78	4,548.66	0.00	4.81	166,203.22
06-PARKS & RECREATION								
SALARIES & BENEFITS	0	0	0.00	0.00	790.01	0.00	0.00	0.00
OTHER EXPENSES	58,000	58,000	2,841.70	2,841.70	8,561.57	0.00	4.90	55,158.30
CAPITAL EXPENSES	22,140	22,140	399.99	399.99	6,690.00	0.00	1.81	21,740.01
TOTAL 06-PARKS & RECREATION	80,140	80,140	3,241.69	3,241.69	16,041.58	0.00	4.05	76,898.31
07-FLEET MECHANIC								
SALARIES & BENEFITS	44,104	44,104	1,376.00	1,376.00	1,757.17	0.00	3.12	42,728.00
OTHER EXPENSES	92,850	92,850	11,367.46	11,367.46	109,832.57	0.00	12.24	81,482.54
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 07-FLEET MECHANIC	136,954	136,954	12,743.46	12,743.46	111,589.74	0.00	9.30	124,210.54
08-COURT								
SALARIES & BENEFITS	165,304	165,304	9,736.06	9,736.06	6,339.67	0.00	5.89	155,567.94
OTHER EXPENSES	49,169	49,169	419.84	419.84	1,324.15	0.00	0.85	48,749.16
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	10,155.90	10,155.90	7,663.82	0.00	4.63	209,317.10

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

01 -GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 08.33

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
10-FACILITY DIVISION								
OTHER EXPENSES	74,000	74,000	4,481.85	4,481.85	7,518.75	0.00	6.06	69,518.15
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 10-FACILITY DIVISION	74,000	74,000	4,481.85	4,481.85	7,518.75	0.00	6.06	69,518.15
11-CIVIC CENTER								
SALARIES & BENEFITS	86,047	86,047	4,379.29	4,379.29	2,276.20	0.00	5.09	81,667.71
OTHER EXPENSES	20,750	20,750	896.91	896.91	585.35	0.00	4.32	19,853.09
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	5,276.20	5,276.20	2,861.55	0.00	2.55	201,520.80
14-CONTRACT SERVICES								
OTHER EXPENSES	360,140	360,140	67,660.26	67,660.26	21,810.25	0.00	18.79	292,479.74
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 14-CONTRACT SERVICES	360,140	360,140	67,660.26	67,660.26	21,810.25	0.00	18.79	292,479.74
15-EMER.MGMT/TECH SDPPOR								
SALARIES & BENEFITS	0	0	0.00	0.00	6,023.46	0.00	0.00	0.00
OTHER EXPENSES	200,609	200,609	8,899.72	8,899.72	12,942.53	0.00	4.44	191,709.28
CAPITAL EXPENSES	40,000	40,000	26,815.25	26,815.25	0.00	0.00	67.04	13,184.75
TOTAL 15-EMER.MGMT/TECH SDPPOR	240,609	240,609	35,714.97	35,714.97	18,965.99	0.00	14.84	204,894.03
16-PUBLIC WORKS								
SALARIES & BENEFITS	438,522	438,522	37,972.39	37,972.39	20,611.73	0.00	8.66	400,549.61
OTHER EXPENSES	104,900	104,900	3,037.92	3,037.92	1,850.17	0.00	2.90	101,862.08
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 16-PUBLIC WORKS	543,422	543,422	41,010.31	41,010.31	22,461.90	0.00	7.55	502,411.69
17-ANIMAL CONTROL								
SALARIES & BENEFITS	60,803	60,803	4,538.33	4,538.33	1,793.77	0.00	7.46	56,264.67
OTHER EXPENSES	9,200	9,200	1,354.40	1,354.40	704.99	0.00	14.72	7,845.60
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	5,892.73	5,892.73	2,498.76	0.00	7.86	69,110.27
18-WCCPD								
SALARIES & BENEFITS	0	0	0.00	0.00	8,631.75	0.00	0.00	0.00
TOTAL 18-WCCPD	0	0	0.00	0.00	8,631.75	0.00	0.00	0.00
19-INSPECTIONS								
SALARIES & BENEFITS	45,209	45,209	2,493.10	2,493.10	5,047.76	0.00	5.51	42,715.90
OTHER EXPENSES	38,474	38,474	0.00	0.00	105.94	0.00	0.00	38,474.00
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 19-INSPECTIONS	83,683	83,683	2,493.10	2,493.10	5,153.70	0.00	2.98	81,189.90
20-FINANCE								
SALARIES & BENEFITS	100,462	100,462	5,141.33	5,141.33	14,081.94	0.00	5.12	95,320.67
OTHER EXPENSES	94,630	94,630	6,810.00	6,810.00	112.75	0.00	7.20	87,820.00
CAPITAL EXPENSES	600	600	0.00	0.00	0.00	0.00	0.00	600.00
TOTAL 20-FINANCE	195,692	195,692	11,951.33	11,951.33	14,194.69	0.00	6.11	183,740.67

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

01 -GENERAL FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 08.33

	ORIGINAL BDDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
21-ECONOMIC DEVELOPMENT(E								
SALARIES & BENEFITS	0	0	0.00	0.00 (	4,271.30)	0.00	0.00	0.00
OTHER EXPENSES	0	0	0.00	0.00	168.13	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 (	4,103.17)	0.00	0.00	0.00
25-CITY MANAGEMENT								
SALARIES & BENEFITS	116,806	116,806	6,025.95	6,025.95	2,517.65	0.00	5.16	110,780.05
OTHER EXPENSES	14,140	14,140	935.39	935.39	1,080.00	0.00	6.62	13,204.61
TOTAL 25-CITY MANAGEMENT	130,946	130,946	6,961.34	6,961.34	3,597.65	0.00	5.32	123,984.66
27-POST OFFICE								
SALARIES & BENEFITS	12,258	12,258	503.33	503.33	1,138.89	0.00	4.11	11,754.67
OTHER EXPENSES	11,700	11,700	450.00	450.00	515.21	0.00	3.85	11,250.00
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 27-POST OFFICE	23,958	23,958	953.33	953.33	1,654.10	0.00	3.98	23,004.67
29-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
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								
	4,339,118	4,339,118	316,840.05	316,840.05	310,065.26	0.00	7.30	4,022,277.95
REVENUE OVER/ (UNDER) EXPENDITURES								
	482,631	482,631 (	75,638.02) (	75,638.02) (	111,813.21)	0.00	15.67-	558,269.02

BALANCE SHEET

AS OF: OCTOBER 31ST, 2011

02 -GARBAGE FUND

ACCOUNT# TITLE

ASSETS

1100 CASH	19,467.72	
1102 CLAIM ON CASH	205,349.46	
1105 SAVINGS	123,459.43	
1115 INVESTMENT - TEXPOOL	32,488.11	
1315 DUE FROM GENERAL FUND	0.00	
1601 A/R-COMMERCIAL GARBAGE	28,624.00	
1605 A/R-RESIDENTIAL GARBAGE	(202,814.55)	
1606 ALLOW FOR DOUBTFUL ACCTS	(2,389.96)	
1607 A/R-RECYCLING INCOME	0.00	
1608 A/R - UNAPPLIED CREDITS	(1,102.68)	
1610 A/R-ACCURED INTEREST	0.00	
		203,081.53

TOTAL ASSETS

203,081.53

LIABILITIES

2315 DUE TO GENERAL FUND	18,681.77	
2400 A/P PENDING	0.00	
2410 A/P-SALES TAX	25,573.72	
2415 A/P-GARBAGE CONTRACTOR	64,809.15	
2420 DEFERRED REVENUE-RESIDENT	(266,718.91)	
TOTAL LIABILITIES		(157,654.27)

EQUITY

3201 FUND BALANCE	86,149.02
TOTAL BEGINNING EQUITY	86,149.02

TOTAL REVENUE	274,914.79
TOTAL EXPENSES	328.01
TOTAL SURPLUS/(DEFICIT)	274,586.78

TOTAL EQUITY & SURPLUS/(DEFICIT) 360,735.80

TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT 203,081.53

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

02 -GARBAGE FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 08.33

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY								
ALL REVENUES	882,815	882,815	274,914.79	274,914.79	75,097.96	0.00	31.14	607,900.29
TOTAL REVENUES	882,815	882,815	274,914.79	274,914.79	75,097.96	0.00	31.14	607,900.29
EXPENDITURE SUMMARY								
00-GENERAL EXPENDITURES								
SALARIES & BENEFITS	882,815	882,815	328.01	328.01	8,000.00	0.00	0.04	882,487.32
OTHER EXPENSES	100,000	100,000	0.00	0.00	0.00	0.00	0.00	100,000.00
OTHER INCOME/EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-GENERAL EXPENDITURES	982,815	982,815	328.01	328.01	8,000.00	0.00	0.03	982,487.32
TOTAL EXPENDITURES	982,815	982,815	328.01	328.01	8,000.00	0.00	0.03	982,487.32
REVENUE OVER/(UNDER) EXPENDITURES	(100,000)	(100,000)	274,586.78	274,586.78	67,097.96	0.00	274.59-(	374,587.03)

BALANCE SHEET

AS OF: OCTOBER 31ST, 2011

13 -ECONOMIC DEVELOPMENT CORP

ACCOUNT# TITLE

ASSETS

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1102 CLAIM ON CASH	25,560.95	
1105 CASH - CHECKING	135,922.58	
1106 Savings - TLF Proceeds	1,599,996.45	
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	
		1,789,971.28

TOTAL ASSETS		1,789,971.28
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LIABILITIES

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2315 DUE TO GENERAL FUND	(33,269.56)	
2320 DUE TO TAXING ENTITIES	0.00	
2400 A/P PENDING	0.00	
2401 ACCOUNTS PAYABLE	0.00	
2402 ALAMO TITLE ESCROW FUNDS	0.00	
2410 A/P - SALES TAX	(6,199.13)	
TOTAL LIABILITIES	(39,468.69)	

EQUITY

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3201 FUND BALANCE	1,840,685.62	
TOTAL BEGINNING EQUITY	1,840,685.62	
TOTAL REVENUE	1.05	
TOTAL EXPENSES	11,246.70	
TOTAL SURPLUS/(DEFICIT)	(11,245.65)	
TOTAL EQUITY & SURPLUS/(DEFICIT)		1,829,439.97
TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT		1,789,971.28

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

13 -ECONOMIC DEVELOPMENT CORP
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 08.33

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY								
ALL REVENUES	411,811	411,811	1.05	1.05	23,038.99	0.00	0.00	411,809.95
TOTAL REVENUES	411,811	411,811	1.05	1.05	23,038.99	0.00	0.00	411,809.95
EXPENDITURE SUMMARY								
00-GENERAL EXPENDITURES								
SALARIES & BENEFITS	87,445	87,445	0.00	0.00	22,315.46	0.00	0.00	87,445.00
OTHER EXPENSES	52,018	52,018	0.00	0.00	48.70	0.00	0.00	52,018.00
CAPITAL EXPENSES	1,667,126	1,667,126	11,246.70	11,246.70	0.00	0.00	0.67	1,655,879.30
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	11,246.70	11,246.70	22,364.16	0.00	0.62	1,795,342.30
TOTAL EXPENDITURES	1,806,589	1,806,589	11,246.70	11,246.70	22,364.16	0.00	0.62	1,795,342.30
REVENUE OVER/(UNDER) EXPENDITURES	(1,394,778)	(1,394,778)	(11,245.65)	(11,245.65)	674.83	0.00	0.81	(1,383,532.35)

BALANCE SHEET

AS OF: OCTOBER 31ST, 2011

16 -HOTEL/MOTEL TAX FUND

ACCOUNT# TITLE

ASSETS

1102 CLAIM ON CASH	23,695.90
1105 SAVINGS	114,462.04
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
	138,157.94

TOTAL ASSETS	138,157.94
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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	11,629.17
TOTAL EXPENSES	0.00
TOTAL SURPLUS/(DEFICIT)	11,629.17
TOTAL EQUITY & SURPLUS/(DEFICIT)	138,157.94
TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT	138,157.94

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

16 -HOTEL/MOTEL TAX FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 08.33

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY								
ALL REVENUES	162,009	162,009	11,629.17	11,629.17	12,515.13	0.00	7.18	150,379.83
TOTAL REVENUES	162,009	162,009	11,629.17	11,629.17	12,515.13	0.00	7.18	150,379.83
EXPENDITURE SUMMARY								
00-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
TOTAL EXPENDITURES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
REVENUE OVER/(UNDER) EXPENDITURES	162,009	162,009	11,629.17	11,629.17	12,515.13	0.00	7.18	150,379.83

BALANCE SHEET

AS OF: OCTOBER 31ST, 2011

17 -DEBT SERVICE

ACCOUNT# TITLE

ASSETS

1102 CLAIM ON CASH	(23,290.84)
1105 SAVINGS	30,786.35
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
	7,968.97

TOTAL ASSETS	7,968.97
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LIABILITIES

2315 DUE TO GENERAL FUND	94,130.27
2356 DUE TO HOTEL/MOTEL TAX FUND	24,595.00
2400 A/P PENDING	(23,295.75)
TOTAL LIABILITIES	95,429.52

EQUITY

3201 FUND BALANCE	(87,460.79)
TOTAL BEGINNING EQUITY	(87,460.79)

TOTAL REVENUE	0.24
TOTAL EXPENSES	0.00
TOTAL SURPLUS/(DEFICIT)	0.24

TOTAL EQUITY & SURPLUS/(DEFICIT)	(87,460.55)
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TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT	7,968.97
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CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2011

17 -DEBT SERVICE
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 08.33

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BODGET BALANCE
REVENUE SUMMARY								
ALL REVENUES	361,157	361,157	0.24	0.24	14,137.73	0.00	0.00	361,156.73
TOTAL REVENUES	361,157	361,157	0.24	0.24	14,137.73	0.00	0.00	361,156.73
EXPENDITURE SUMMARY								
00-GENERAL EXPENDITURES								
OTHER EXPENSES	476,592	476,592	0.00	0.00	0.00	0.00	0.00	476,592.00
TOTAL 00-GENERAL EXPENDITURES	476,592	476,592	0.00	0.00	0.00	0.00	0.00	476,592.00
TOTAL EXPENDITURES	476,592	476,592	0.00	0.00	0.00	0.00	0.00	476,592.00
REVENUE OVER/(UNDER) EXPENDITURES	(115,435)	(115,435)	0.24	0.24	14,137.73	0.00	0.00	(115,435.27)

BALANCE SHEET

AS OF: OCTOBER 31ST, 2011

18 -WCC&PD FUND

ACCOUNT# TITLE

ASSETS

1102 CLAIM ON CASH	(17,192.38)	
1105 CASH - SAVINGS	238,699.54	
1210 PREPAID MAINTENANCE	0.00	
1315 DUE FROM GENERAL FUND	0.00	
1510 A/R-SALES TAX	31,668.65	
1515 A/R - MISC.	0.00	
		253,175.81

TOTAL ASSETS		253,175.81
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LIABILITIES

2315 DUE TO GENERAL FUND	89,945.28	
2400 A/P PENDING	950.24	
2410 A/P - SALES TAX	(6,199.13)	
TOTAL LIABILITIES		84,696.39

EQUITY

3201 FUND BALANCE	180,039.62	
TOTAL BEGINNING EQUITY	180,039.62	

TOTAL REVENUE	1.72	
TOTAL EXPENSES	11,561.92	
TOTAL SURPLUS/(DEFICIT)	(11,560.20)	

TOTAL EQUITY & SURPLUS/(DEFICIT)		168,479.42
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TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT		253,175.81
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CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2011

18 -WCC&PD FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 08.33

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY								
ALL REVENUES	378,265	378,265	1.72	1.72	29,183.98	0.00	0.00	378,263.28
TOTAL REVENUES	378,265	378,265	1.72	1.72	29,183.98	0.00	0.00	378,263.28
EXPENDITURE SUMMARY								
00-GENERAL EXPENDITURES								
SALARIES & BENEFITS	207,712	207,712	11,200.63	11,200.63	21,060.87	0.00	5.39	196,511.37
OTHER EXPENSES	136,556	136,556	361.29	361.29	778.10	0.00	0.26	136,194.71
CAPITAL EXPENSES	82,250	82,250	0.00	0.00	0.00	0.00	0.00	82,250.00
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	11,561.92	11,561.92	21,838.97	0.00	2.71	414,956.08
TOTAL EXPENDITURES	426,518	426,518	11,561.92	11,561.92	21,838.97	0.00	2.71	414,956.08
REVENUE OVER/(UNDER) EXPENDITURES	(48,253)	(48,253)	(11,560.20)	(11,560.20)	7,345.01	0.00	23.96	(36,692.80)

BALANCE SHEET

AS OF: OCTOBER 31ST, 2011

19 -CAPITAL PROJECTS STREETS

ACCOUNT# TITLE

ASSETS

1102 CLAIM ON CASH	25,569.56	
1105 CASH - SAVINGS	58,265.02	
1115 INVESTMENTS-TEXPOOL #159000002	10,219.96	
1116 INVESTMENTS-TEXPOOL#159000001	215,928.10	
1315 DUE FROM GENERAL FUND	0.00	
1510 A/R-SALES TAX	28,486.76	
		338,469.40

TOTAL ASSETS		338,469.40
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LIABILITIES

2315 DUE TO GENERAL FUND	(115,076.68)	
2400 A/P PENDING	12,457.57	
2410 A/P - SALES TAX	0.00	
TOTAL LIABILITIES	(102,619.11)	

EQUITY

3201 FUND BALANCE	453,545.63	
TOTAL BEGINNING EQUITY	453,545.63	

TOTAL REVENUE	0.45	
TOTAL EXPENSES	12,457.57	
TOTAL SURPLUS/(DEFICIT)	(12,457.12)	

TOTAL EQUITY & SURPLUS/(DEFICIT)		441,088.51
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TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT		338,469.40
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CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: OCTOBER 31ST, 2011

19 -CAPITAL PROJECTS STREETS

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 08.33

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY								
ALL REVENUES	367,859	367,859	0.45	0.45	23,088.44	0.00	0.00	367,858.55
TOTAL REVENUES	367,859	367,859	0.45	0.45	23,088.44	0.00	0.00	367,858.55
EXPENDITURE SUMMARY								
00-GENERAL EXPENDITURES								
SALARIES & BENEFITS	0	0	12,457.57	12,457.57	0.00	0.00	0.00	(12,457.57)
CAPITAL EXPENSES	240,000	240,000	0.00	0.00	0.00	0.00	0.00	240,000.00
TOTAL 00-GENERAL EXPENDITURES	240,000	240,000	12,457.57	12,457.57	0.00	0.00	5.19	227,542.43
TOTAL EXPENDITURES	240,000	240,000	12,457.57	12,457.57	0.00	0.00	5.19	227,542.43
REVENUE OVER/(UNDER) EXPENDITURES	127,859	127,859	(12,457.12)	(12,457.12)	23,088.44	0.00	9.74-	140,316.12



Volunteer Fire Department Report for the month of November 2011

Highlights

- Windcrest Volunteer Fire Association had it's the 41th Anniversary Installation Banquet on Saturday, November 12th at the Windcrest Civic Center. We installed new officers: Jose Perez, President; Erick Vargas, Vice President; Mark Hallowell, Jonathan Meyers Treasurer; Secretary; Robert Anderson, Master at Arms.
 - Firefighter of the Year was Erick Vargas, Medic of the Year and the Rookie of the year was David Richards.
- In November we focused on driving safety – we hosted a class conducted by the Texas Municipal League called "Emergency Vehicle Operations for Fire and EMS" and we participated in driver simulator training conducted by Texas Engineering Extension Service (TEEX).

Goals

- We will be participating in the Light-Up celebration as always. Proceeds from the Fill the Boot will go toward the Windcrest Elementary Angel Tree project and for Firefighter gear for the Department. This year's Fill the Boot will incorporate greatly improved maps (10,000) with advertisements on the Firefighter Picnic activities including the Gala. Fill the Boot will start on December 15 and to through December 30th or when the maps are all distributed.
- The City Christmas Parade will be on Sunday, December 18th at 1 PM. Santa will be at the Station at 1 PM and the Parade will begin at 1:30 PM. A vehicle drawn trailer will be available for anyone who is interested in participating. We also conduct a Christmas Parade in the County Area we cover, that parade will be on Saturday December 17th at 1:30 PM.

Summary

During the month of November 2011, the Fire Department responded to 143 calls. 105 EMS, 10 fire and 28 other, which included assists to the public, false alarms, hazardous and good intent calls.

Year to Date Totals (October)

	Fire	EMS	Other
City (includes Annex)	1	48	13
County Calls	5	44	7
Other Mutual Aid	0	3	19
Sub-total	6	95	29
November	105	10	28
Grand Total	111	105	57

Total all calls: 273

Volunteer Department Report for the month of September 2011

The Windcrest Volunteers provided:

- 2238 hours of scheduled volunteer time for the month of September.
- That equates to an average of 2.7 person staffing 24 hours a day. Note: 3 firefighters equals an Engine Crew.
- Actual staffing on calls for the month of July
 - 4.76 persons for all calls – EMS and Fire
 - 7.27 persons for Fire only calls

Average response time:

City	53 Calls	03 min. 18 seconds
County	60 Calls	05 min. 11 seconds
Annex	5 Calls	04 min. 12 seconds

▪ Rainfall:

October	2.63 inches
Year-to-date	12.77 inches

Respectively submitted to the City Council through the City Manager

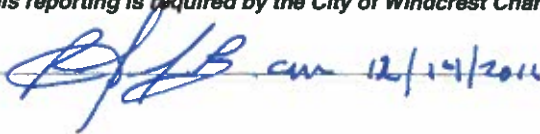


December 14, 2011

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).





WINDCREST TEXAS

Police Department

Report for the month of November 2011

Highlights

- 1) Patrolman Tyler Lindsey began work with the Windcrest Police Department as a Patrol Officer on November 7, 2011
- 2) Patrolman Sergio Pena began work with the Windcrest Police Department as a Patrol Officer on November 28, 2011
- 3) Patrolman Gilbert Duquette began work with the Windcrest Police Department as a Patrol Officer on November 28, 2011

Goals

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

Summary Patrol

Proactive police activities: 815	Year to date total : 11,156
Citizen calls for service: 479	Year to date total :4,979
Felony arrests: 4	Year to date total :33
Misdemeanor arrests: 39	Year to date total :300
Warrant arrests: 17	Year to date total: 184
Moving traffic violations: 353	Year to date total :4,115
Other non-traffic violations:26	Year to date total :268
Warning Citations: 97	Year to date total :1,564
Briefings, escorts & department tours: 0	Year to date total: 4

Summary Criminal Investigation Division

CID	Total Cases	Inv Assigned	Cases per Inv
2011	702	3	234



WINDCREST TEXAS

Summary Criminal Investigation Division

	November 2011	Year to Date
Cleared by arrest (Felony)	4	45
Cleared by arrest (Misdemeanor)	18	220
Suspended (Felony)	6	30
Suspended (Misdemeanor)	4	221
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)	1	5
Transferred to other agency (Misdemeanor)	0	0
Unfounded (Felony)	1	9
Unfounded (Misdemeanor)	0	9
Active (Felony)	6	71
Active (Misdemeanor)	4	83
Total Cases Investigated	74	702

Summary Officer Training

Course	Officer	Training Hours
TLETS Certification	M. Hernandez	4
TCIC Less Than Full Access	M. Hernandez	4
TLETS Mobile Certification	M. Hernandez	4
Total		12

Summary Training K9

Training Hours: 25	Year to date training hours: 216
WPD callouts: 0	Year to date WPD callouts: 7
Outside agency callouts: 2	Year to date outside agency callouts: 23
Vehicles searched: 24	Year to date vehicles searched: 145
Arrests: 4	Year to date arrests: 74

Summary Staff incidents

None

Special Inquiries / Concerns / Safety Tips

HOLIDAY TRAVEL TIPS

Traveling across country or across town, it is important to keep safety in mind. Getting there could actually be half the fun!

Have a trip plan and let others know when you will leave and intend to arrive at your destination.

Have a cellular telephone with you if possible.

Keep your car doors locked and windows rolled up.

At stop signs or traffic signals, keep a safe distance from the car in front of you. Leave yourself room to get out in case you're boxed in.

Don't stop in under populated areas to ask directions. Travel well-lighted and busy streets.

Do not pick up hitchhikers. Try not to stop if your car is blocked by someone standing in the road. Slow down and proceed slowly around the person. If they refuse to move, back up to safety and proceed to the nearest police station to report the incident.

Lock your doors when you leave your car, even if it's for a short time.

Don't advertise that you're from out-of-town by pulling over to the curb to read a road map.

If you are involved in a minor accident, do not get out of the car. Lower your window slightly and ask the other party to phone the police or follow you to the nearest public area or police station. Some criminals use an accident to get you to stop and get out of the car. If you're suspicious that the accident was staged, drive directly to the nearest law enforcement office to report the accident.

When you get out of your car, carry your purse and keep other valuables out of sight.

Do not store valuables out in the open inside a parked car.

If you have a flat tire or other car problems, pull over to the side of the road out of the way of traffic.

Turn on your emergency flashers. If you have emergency roadway flares in your trunk, position them conspicuously.

Raise the hood and tie a handkerchief to the aerial or door handle.

If a roadside telephone or call-box is handy, use it. If not, sit in your locked car and wait for help.

If a motorist stops to render assistance, it's better to remain in the car, and ask him to get help. (Likewise, if you see a stranded motorist, it's better not to stop. Notify the police.)

If you think you are being followed, don't drive home. You would only be telling your follower where you live.

Stay Calm. As long as you think clearly, you'll be in control of the situation.

Flash your lights and sound your horn long enough to attract attention to you, and consequently the person following you. Drive to one of your already identified safe spots, sounding your horn and flashing your lights. Do not leave this safe location until you're sure your follower is gone.

Remember, you are your best protection. If you follow these steps, you'll be protecting the most important part of your car - YOU.

Respectively submitted to the City Council through the City Manager

Joseph O'Brien

December 19, 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).

✓ *[Signature]* cm
12/09/2011

Windcrest Police Department

City of San Antonio
Monthly Area Crime Statistics

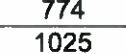
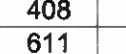
2011

**San Antonio	January	February	March	April	May	June	July	August	September	October	November	December	YTD Total
Arson	0	0	0	0	0	0	0	0	0	0	0		0
Assault	0	0	0	0	0	0	0	0	0	0	0		0
Aggravated Assault	3	4	7	7	3	3	3	0	0	2	7		39
Assault Family Vio	0	0	0	0	0	0	0	0	0	0	0		0
Burg Building	6	3	2	6	10	6	7	0	0	4	5		49
Burg Business	8	6	7	13	10	10	6	0	0	3	17		80
Burg Habitation	41	21	26	45	64	36	40	0	0	31	61		365
Burg Vehicle	62	38	71	87	75	73	88	0	0	17	49		560
Deadly Conduct	3	1	1	0	3	1	7	0	0	0	2		18
Homicide	0	0	0	1	1	1	1	0	0	0	0		4
Indecency W/Child	2	0	1	1	0	1	1	0	0	0	0		6
Injury to Child	0	0	0	0	0	0	0	0	0	0	0		0
Robbery Business	1	1	0	1	4	2	4	0	0	2	1		16
Robbery Individual	7	8	4	2	7	5	10	0	0	2	12		57
Sexual Assault	8	3	1	4	4	4	1	0	0	0	4		29
Theft	4	3	9	13	8	9	6	0	0	1	7		60
Theft Motor Vehicle	18	19	17	11	15	24	26	0	0	17	25		172
VPO	0	0	0	0	0	0	0	0	0	0	0		0
Windcrest	January	February	March	April	May	June	July	August	September	October	November	December	YTD Total
Arson	0	0	0	0	0	0	0	0	1	0	0		1
Assault	3	3	1	3	0	5	3	2	1	1	2		24
Aggravated Assault	1	0	0	0	0	0	0	1	0	0	0		2
Assault Family Vio	1	2	1	3	1	0	3	3	0	2	1		17
Burg Building	0	0	0	0	3	0	0	1	1	2	2		9
Burg Business	0	0	3	1	1	2	0	0	0	0	0		7
Burg Habitation	2	0	2	4	2	2	1	2	2	1	3		21
Burg Vehicle	7	7	4	10	11	8	17	5	7	6	11		93
Deadly Conduct	0	0	0	0	0	0	0	0	0	0	0		0
Homicide	0	0	0	0	0	0	0	0	0	0	0		0
Indecency W/Child	0	0	0	0	0	1	0	0	0	0	0		1
Injury to Child	0	1	0	1	0	0	0	0	2	0	0		4
Robbery Business	0	0	0	0	2	0	1	0	0	1	0		4
Robbery Individual	0	0	0	1	1	1	0	0	0	1	0		4
Sexual Assault	0	0	0	0	0	2	0	0	1	0	0		3
Theft	13	21	8	8	14	12	16	13	14	18	16		153
Theft Motor Vehicle	2	1	4	0	1	0	2	0	1	1	2		14
VPO	0	0	1	0	0	0	0	0	0	0	0		1

**The San Antonio crime stats pertain to the following districts:

3250, 3260, 3330, 3340, 3350, and 3360

Note: Effective January 1, 2011 SAPD Crime Analysis no longer tracks Misd. and Family Violence Assaults

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															0
TOTAL MILES	10581	7341	11992	11081	8568	9022	10827	12840	5885	8975	7843	6152	8011	4426	123544
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		Novemeber												
	Miles	Mileage	Hours	Avg Speed	Daily Miles									
P-412	383	113706	16090	7	13									
P-513	832	69088	12208	6	28									
P-660	1,413	76034	5260	14	47									
P-711	1,093	67643	4850	14	36									
P-712	553	65984	1676	39	18									
P-714	664	56934	5228	11	22									
P-816	1,212	53502	4573	12	40									
P-850	110	34953	2649	13	4									
P-851	765	20400	1605	13	26									
U-601	2512	42596	N/A											
U-604	783	34894	N/A											
U-813	389	34346	N/A											
U-814	733	39158	N/A											
Citizen Patrol	255	52546	N/A											
TOTAL	11697													

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											3
Dog's running at large	2	2											4
Animal Waste disposal	0	1											1
Weeds, Grass, Vegetation	5	14											19
Weeds, Grass, Vegetation Alleyway	0	11											11
Vacated Property	0	1											1
Littering Street	3	0											3
Littering Alley	1	1											2
Barking Dog	0	0											0
No Alarm Permit	4	5											9
No Building Permit	2	1											3
Street for storage parking "Veh. On street"	3	2											5
Junk Vehicle	2	0											2
Vehicles on grass	5	2											7
R.V. / Boat / Trailer on Driveway	3	3											6
R.V. / Boat / Trailer on Street	0	0											0
Overhanging tree limbs "Street"	2	2											4
Overhanging tree limbs "Alley"	0	1											1
Bandit Signs	36	29											65
Emptying pool into street	2	1											3
Solicitors	1	1											2
Watering wrong time of day	18	2											20
Watering wrong day	3	1											4
Wasting Water " Street/Alley"	0	5											5
Refusal to pay Solid Waste	0	0											0
Obstruction of Streets and Roadways	3	1											4
Unsanitary / Unsanitary Conditions	2	9											11
No Garage / Estate Permit	0	0											0
Total Issues Addressed	99	96											195
Written Notice by Code Enforcement	16	35											51
Verbal Warnings by Code Enforcement	31	23											54
MCRT Citation Issued by Code Enforcement	0	0											0
Written Warnings by PD	3	8											11
MCRT Citation Issued by PD	3	1											4
Total Enforced	53	67											120

* 8 HRS / Day in Field

ANIMAL CONTROL STATISTICS FOR NOV. 2011.

OCT/ YTD

Calls for service	37	80
Business Hours	36	76
Non Business Hours	1	4
Dispatched Calls	25	53
Calls from citizens	0	3
Self initiated	12	24
Number of dogs retrieved	13	23
Number of dogs returned to owners by staff members of the Camelot Animal Hospital	2	9
Number of dogs returned to owner by Animal Control	7	8
Number of dogs taken to Animal Shelters	0	1
Canyon Lake Animal Shelter Society (14 dogs previous month)	0	1
Animal Defence League	0	0
Humane Society of San Antonio	0	0
Number of dogs that escaped from Camelot Animal Hospital	0	0
Number of dogs adopted out	3	4
Number of dogs euthanized	0	0
Number of dogs which died from disease or unknown illness	1	1
Number of dogs still remaining at the Camelot Animal Hospital	0	0
Number of carry over of dogs from previous month still at Camelot Animal Hospital:	0	0
Breed of dogs retrieved:		
Rottweiler	0	0
Lab/mix	0	0
Poodle	2	3
Shepherd/mix	0	0
PitBull/mix	0	0
Beagle	0	0
Collie/mix	0	0
Chihuahua	0	1
Yorkie	0	0
Belgian Malonais	0	0

12/06/11


Shih Tzu	0	0
Dalmatian	0	0
Basset Hound	0	0
Airedale Terrier	0	0
Boxer/mix	0	0
Husky	0	0
Toy Fox Terrier	0	0
Carolina dog	0	0
Dachshund	2	2
Mixed	6	14
Pug	0	0
Bull Terrier	0	0
Golden Retriever	1	1
Irish Setter	1	1
Mini Pincher	1	1
Number of calls for dog running at large but were neither located Nor retrieved.	6	16
Number of dogs which had tags	2	3
Number of dogs with microchip	0	1
Number of cats sterilized (Domestic Short Hair)	2	6
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	10	18
Cats	2	5
Opossum	1	1
Raccoon	0	0
Skunks	0	0
Squirrels	6	10
Deer	0	0
Dog	0	0
Duck	1	2

For the month of Oct.

1 deceased squirrel was removed from the 8100 block of Eaglecrest

12/06/11
JLB

1 deceased squirrel was removed from the 8600 block of Midcrown
 1 deceased squirrel was removed from the 300 block of Fenwick
 1 deceased squirrel was removed from the 600 block of Fenwick
 1 deceased squirrel was removed from the 5600 block of Parkcrest
 1 deceased squirrel was removed from the 400 block of Fenwick
 1 deceased cat was removed from the 500 block of Fenwick
 1 deceased cat was removed from the 5400 block of Candleglo
 1 deceased duck was removed from the 6100 block of Brookfalls
 1 deceased opossum was removed from the 8900 block of Eaglecrest

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 November .	\$854.50	\$1941.50

W Clark ACO

12/06/11
Loh

ANIMAL CONTROL STASTICS FOR OCTOBER 2011.

Calls for service	43
Business Hours	40
Non Business Hours	3
Dispatched Calls	28
Calls from citizens	3
Self initiated	12
Number of dogs retrieved	10
Number of dogs returned to owners by staff members of the Camelot Animal Hospital	7
Number of dogs returned to owner by Animal Control	1
Number of dogs taken to Animal Shelters	1
Canyon Lake Animal Shelter Society (1 from previous month)	1
Animal Defence League	0
Humane Society of San Antonio	0
Number of dogs that escaped from Camelot Animal Hospital	0
Number of dogs adopted out	1
Number of dogs euthanized	0
Number of dogs which died from disease	0
Number of dogs still remaining at the Camelot Animal Hospital	1
Number of carry over of dogs from previous month still at Camelot Animal Hospital:	0
Breed of dogs retrieved:	
Rottweiler	0
Lab/mix	0
Poodle	1
Shepherd/mix	0
PitBull/mix	0
Beagle	0
Collie/mix	0
Chihuahua	1
Yorkie	0
Belgian Malonais	0

12/06/11
JOK

Shih Tzu	0
Dalmatian	0
Basset Hound	0
Airedale Terrier	0
Boxer/mix	0
Husky	0
Toy Fox Terrier	0
Carolina dog	0
Dachshund	0
Mixed	8
Pug	0
Bull Terrier	0
Number of calls for dog running at large but were neither located Nor retrieved.	10
Number of dogs which had tags	1
Number of dogs with microchip	1
Number of cats sterilized (Domestic Short Hair)	4
Number of animals euthanized due to injury, illness, or were at high Risk for the rabies virus:	2
Raccoon (sick)	0
Cat (sick)	0
Skunk (high risk)	2
Fox (sick and high risk)	0
Number of deceased animals disposed of	8
Cats	3
Opossum	0
Raccoon	0
Skunks	0
Squirrels	4
Deer	0
Dog	0
Duck	1

For the month of Oct.

- 1 deceased squirrel was removed from the 300 block of Crestwind
- 1 deceased squirrel was removed from the 8800 block of Midcrown
- 1 deceased squirrel was removed from the 500 block of Crestway
- 1 deceased squirrel was removed from the 8300 block of Midcrown

12/66/11
HJR

1 deceased cat was removed from the 200 block of Weathercock
1 deceased cat was removed from the 5400 block of Parkcrest
1 deceased cat was removed from the 8500 block of Midcrown
1 deceased duck was removed from the 6100 block of Brookfalls

Number of citations written for Animal Running At Large	0
Number of citations written for failure to register animal	0
Number of citations for not having animal vaccinated	0
Number of Written Warnings issued for Animal Running At Large	1
Number of Written Warnings issued for failure to register animal	0
Number of Written Warnings issued for not having animal vaccinated	0
Total cost for animal care for the month of October.	\$1087.00

W Clark ACO

12/06/11
for

City of Windcrest

8601 Midcrown Drive
Windcrest, TX 78239-2516
Phone: (210) 655-0022

Windcrest Animal Control --"WE CARE"

Incident Report

Incident ID: 1114660

Status: Complete

Printed: 12-06-2011 10:16:02

Origination

Date: 11-07-2011 14:56:12 Logged by: William C Clark,
Reason: Cruelty
Precinct:
Location: 9310 JIM SEAL DR WINDCREST, TX

Citizen Making Report

Owner of animal at origination

Bite Victim

Animal Information

Species	DOG ID#: 1318	Primary color	BRINDLE	<u>Current Owner</u>
Breed	MIXED BREED	Seconday color		
Gender	MALE/NOT STERILIZED	Age	PUPPY	
Pet Name		Size	SMALL	
Licence		Collar Type	LEATHER	
Vacc ID		Collar Color	BROWN	
Microchip				
Registration				

Dispatch and Outcome

Assigned to:	William C Clark,	On	11-06-2011 16:21:33	Priority	0
Final Outcome:	Other	On	11-07-2011 07:00:49		

Notes

On 11-6-11 at approx. 1621 hours, I was dispatched to 9310 Jim Seal Dr. for a report of a puppy that was found by a dumpster. I made location and contacted Mr. [REDACTED] who related that as he was dumping the trash, he heard what sounded like a dog whimpering inside the dumpster. He climbed inside the dumpster and found a cardboard box sealed with tape. He opened it and found the dog inside laying on bath towels. He then took the box with the dog out of the dumpster and then called the Police Department for assistance. The dog was wearing a brown collar and a lite brown bandanna was tied around the neck. The dog appeared to be a Mixed breed, possibly a pit bull terrier mix, brindle in color. The dog appeared to be scared but it did not appear to be injured. He was alert but he did not want to move around too much. I took the dog and went to the Windcrest Public Works building and put it inside a carrying kennel cage to await transport to the Camelot Animal Hospital on 11-7-11. I gave it some food and water and he did drink some water and then he layed down. I then departed the building. On 11-8-11, ACO Fuentes called me and advised that when he came into work this morning, he discovered that the dog had died. I instructed him to bury the dog and I would take care of the paperwork when I arrived for work later. When I arrived for work at approx. 0930 hours, Fuentes related that he had contacted Chief Obrien concerning the dog and Chief Obrien told him that an Officer would be by to take a cruelty to animal report. Officer B Shepherd arrived and I informed him of the situation and he took the report and advised that the Police would follow up on the matter. He then took the box in which the dog had been in as evidence. The dog was then buried by ACO Fuentes. No other action was taken.

City of Windcrest

8601 Midcrown Drive
Windcrest, TX 78239-2516
Phone: (210) 655-0022

Windcrest Animal Control --"WE CARE"

Incident Report

Incident ID: 1114685

Status: Complete

Printed: 12-06-2011 10:17:11

Origination

Date: 11-04-2011 15:09:35 Logged by: William C Clark,
Reason: Stray
Precinct:
Location: 200 DRIFTWIND WINDCREST, TX

Citizen Making Report

Owner of animal at origination

Bite Victim

Sandra Mcburnett
406 Driftwind
Windcrest, TX 78239
(210) 286-5438

Animal Information - No specific animal is associated with this Incident

Species	ID#: 0	Primary color	Current Owner
Breed		Seconday color	[REDACTED]
Gender		Age	[REDACTED]
Pet Name		Size	[REDACTED]
License		Collar Type	[REDACTED]
Vacc ID		Collar Color	[REDACTED]
Microchip			
Registration			

Dispatch and Outcome

Assigned to:	William C Clark,	On	11-04-2011 12:30:48	Priority	0
Final Outcome:	Return To Owner	On	11-04-2011 13:30:00		

Notes

On 11-4-11 at approx. 1330 hours, I was dispatched to the 200 block of Driftwind for a report of a stray white dog running loose. I located the dog in the 5800 block of Crosswind and after several attempts, I managed to catch it. The dog was wearing a collar with tags and one of the tags was a rabies tag from Kitty Hawk Animal Hospital. I called the hospital and was able to obtain the owner's information so I called her. She related that she was out of state and had no idea that her dog was out. She related that she would call her parents who also live in Windcrest and they could get the dog. I then transported the dog to it's residence and released it to Mr. [REDACTED]

The dog was released to the owner's father.

City of Windcrest

8601 Midcrown Drive
Windcrest, TX 78239-2516
Phone: (210) 655-0022

Windcrest Animal Control --"WE CARE"

Incident Report

Incident ID: 1114689

Status: Complete

Printed: 12-06-2011 10:18:15

Origination

Date: 11-04-2011 15:02:19 Logged by: William C Clark,
Reason: Stray
Precinct:
Location: 8601 MIDCROWN DR WINDCREST, TX

Citizen Making Report

Owner of animal at origination

Bite Victim

Geoffrey Quiroz
5907 Wind Grove
Windcrest, TX 78239
(210) 650-0864

Animal Information

Species	DOG ID#: 1306	Primary color	BROWN	<u>Current Owner</u>
Breed	MIXED BREED	Seconday color		
Gender	MALE/NOT STERILIZED	Age	ADULT	
Pet Name		Size	SMALL	
License		Collar Type		
Vacc ID		Collar Color		
Microchip				
Registration				

Dispatch and Outcome

Assigned to:	William C Clark,	On	11-04-2011 14:24:03	Priority	0
Final Outcome:	Animal Picked Up	On	11-04-2011 14:30:21		

Notes

On 11-4-11 at approx. 1424 hours, I was dispatched to City Hall for a report of an individual who had brought in a dog that he had found. I made location and contacted Mr. [REDACTED] who related that the dog came onto his property so he took it in to turn over to Animal Control. He also expressed an interest in keeping the dog if no one claimed it. I took custody of the dog and transported it to the Camelot Animal Hospital where it was photographed and checked for a micro chip, none was found. The dog was then released to a Camelot Animal Hospital staff member.

Since I was unable to find a shelter or anyone willing to take the dog, I asked the staff members of the Camelot Animal Hospital to euthanize the dog since it had been held for more than five days. I was advised that they did not want to have to euthanize the dog so they would keep the dog at no additional cost to the city and they would try and find a home for it. When I returned from vacation on 12-5-11, ACO Fuentes advised that the dog had been adopted out.

City of Windcrest

8601 Midcrown Drive
Windcrest, TX 78239-2516
Phone: (210) 655-0022

Windcrest Animal Control --"WE CARE"

Incident Report

Incident ID: 1114691

Status: Complete

Printed: 12-06-2011 10:20:05

Origination

Date: 11-04-2011 15:19:56 Logged by: William C Clark,
Reason: Stray
Precinct:
Location: 310 CRESTWIND WINDCREST, TX

Citizen Making Report

Owner of animal at origination

Bite Victim

Animal Information

Species	CAT ID#: 1307	Primary color	BLACK	<u>Current Owner</u>
Breed	DOMESTIC SHORT HAIR	Seconday color		
Gender		Age		
Pet Name		Size	MEDIUM	
License		Collar Type	NYLON	
Vacc ID		Collar Color	PURPLE	
Microchip				
Registration				

Dispatch and Outcome

Assigned to:	William C Clark,	On	11-04-2011 13:34:59	Priority	0
Final Outcome:	Animal Picked Up	On	11-04-2011 13:50:10		

Notes

On 11-4-11 at approx. 1334 hours, I was dispatched to 310 Crestwind for a report of a stray cat, wearing a collar, being held by the resident.

I made location and contacted Ms. [REDACTED] and Ms. [REDACTED] who related that the young cat had come to 310 Crestwind. They noticed that it was wearing a collar and when they picked it up, they observed that the collar had embedded itself under the cat's armpit. The area around the collar appeared to have been infected and the cat needed medical attention.

Ms. [REDACTED] advised that she would be interested in keeping the cat if no one claimed it. I advised her that we only keep cats for one day and then we try to find a place to take them or they could be euthanized.

I advised her that I would check to see how much the Doctor would charged to treat the cat and let her know.

The cat was transported to the Camelot Animal Hospital where it was turned over to staff members. I was quoted a price of \$100.00 to remove the impacted collar and to treat the cat.

I later advised Ms. [REDACTED] and Ms. [REDACTED] of the price and they agreed to pay the cost of having the cat treated. I intum called Camelot and advised them that they could treat the cat for the collar it would be paid for by the ladies. I advised that the City would pay to have the cat sterilized and given a rabies vaccination.

The cat will be released to Ms. Presley on 11-7-11.

On 11-7-11, the cat was adopted by Ms. Presley. The total cost for the care of the cat was \$60.00.

City of Windcrest

8601 Midcrown Drive
Windcrest, TX 78239-2516
Phone: (210) 655-0022

Windcrest Animal Control --"WE CARE"

Incident Report

Incident ID: 1114697

Status: Complete

Printed: 12-06-2011 10:21:18

Origination

Date: 11-04-2011 16:01:28 Logged by: William C Clark,
Reason: Stray
Precinct:
Location: 8700 FOURWINDS WINDCREST, TX

Citizen Making Report

Owner of animal at origination

Bite Victim

Animal Information - No specific animal is associated with this Incident

Species	ID#: 0	Primary color	<u>Current Owner</u>
Breed		Seconday color	Perdigrunt
Gender		Age	700 Ballout
Pet Name		Size	Windcrest, TX 78239
License		Collar Type	
Vacc ID		Collar Color	(210) 653-0099
Microchip			
Registration			

Dispatch and Outcome

Assigned to:	William C Clark,	On	11-04-2011 15:40:42	Priority	0
Final Outcome:	Animal Not Found	On	11-04-2011 16:47:56		

Notes

On 11-4-11 at approx. 1540 hours, I was dispatched to 8700 Fourwinds for a report of a brown pit bull terrier with a blue collar, roaming around the parking lot. I made location and checked all parking lots but was unable to find the dog.

City of Windcrest

8601 Midcrown Drive
Windcrest, TX 78239-2516
Phone: (210) 655-0022

Windcrest Animal Control --"WE CARE"

Incident Report

Incident ID: 1114777

Status: Complete

Printed: 12-06-2011 10:22:01

Origination

Date: 11-07-2011 14:37:11 Logged by: William C Clark,
Reason: Other
Precinct:
Location: 526 TIDECREST WINDCREST, TX

Citizen Making Report

Owner of animal at origination

Bite Victim

Animal Information - No specific animal is associated with this Incident

Species	ID#: 0	Primary color	Current Owner
Breed		Secondary color	
Gender		Age	
Pet Name		Size	
License		Collar Type	
Vacc ID		Collar Color	
Microchip			
Registration			

Dispatch and Outcome

Assigned to:	William C Clark,	On	11-07-2011 10:45:43	Priority	0
Final Outcome:	Other	On	11-07-2011 10:45:50		

Notes

On 11-7-11 at approx. 1045 hours, I was asked to contact Ms. [REDACTED] concerning her dog. I called her and she related that she was having problems with her dog and it was becoming aggressive towards her son. She related that she no longer wanted her dog and she wanted to know if I could do something with it. I advised her that the dog was her responsibility and not the City of Windcrest. She related that the dog keeps getting out of her yard and she was afraid that the dog may bite someone if it keeps getting out. I again advised her that there was nothing the City or I could do for her since the dog belonged to her. She asked if I could go and assist her Dad in trying to catch the dog so that she could try and do something with it. I advised her that I would try and assist in catching the dog. Myself and ACO Fuentes then went to 526 Tidecrest and we observed the dog in the yard. When we stopped, the dog ran and went into the alley behind the house. We tried to catch the dog but it ran away from us. Mr. [REDACTED] then opened the back gate and the dog ran inside the yard. He asked if I could assist him in catching the dog so that he could take it back to the shelter where they got it from. I tried to catch the dog for approx. 15-20 minutes but I was unable to do so. At no time did the dog become aggressive in anyway. No other action was taken.

City of Windcrest

8601 Midcrown Drive
Windcrest, TX 78239-2516
Phone: (210) 655-0022

Windcrest Animal Control --"WE CARE"

Incident Report

Incident ID: 1114785

Status: Complete

Printed: 12-06-2011 10:23:20

Origination

Date: 11-07-2011 15:27:39 Logged by: William C Clark,
Reason: Stray
Precinct:
Location: 421 GOLFCREST WINDCREST, TX

Citizen Making Report

Owner of animal at origination

Bite Victim

Animal Information

Species	DOG ID#: 1319	Primary color	WHITE	<u>Current Owner</u>
Breed	POODLE	Seconday color		
Gender	MALE/NOT STERILIZED	Age	PUPPY	
Pet Name		Size	LARGE	
License		Collar Type		
Vacc ID		Collar Color		
Microchip				
Registration				

Dispatch and Outcome

Assigned to:	William C Clark,	On	11-07-2011 11:30:03	Priority	0
Final Outcome:	Return To Owner	On	11-08-2011 11:35:14		

Notes

On 11-7-11 at approx. 1130 hours, I was dispatched to 421 Golfcrest for a report of a found stray dog. I made location and contacted Mrs. [REDACTED] who related that on 11-6-11, she found the dog running loose in the street behind the Pets Mart. She picked it up and took it home and gave it a bath and fed it. She related that she also treated it for fleas. She advised that she could not keep the dog so she called for animal control. I took custody of the dog and it was checked for a micro chip, none was found. She advised that she would be willing to foster the dog if no one claimed it after five days. I advised her that I would try and find a shelter willing to take it but I would call her if I could not find a place to take it or if no one claimed it. The dog was transported to the Camelot Animal Hospital where it was photographed and rechecked for a micro chip. The dog was then released to staff members.

On 11-8-11, I was asked to call a Mr. [REDACTED] in reference to a missing dog. I called and spoke to Mrs. [REDACTED] who related that on 11-6-11, her dogs had jumped out of the car when they were in Windcrest. She related that they managed to catch two of them but could not catch the third one. She related that they were calling to see if I had found their dog. After she gave the description of her dog, I told her that I did pick one up that matched the description. I advised her that the dog was at Camelot Animal Hospital and I gave her instructions on how to get the dog back, providing that the dog was hers. She advised that they would go and check on the dog. Later I was advised by a Camelot Animal Hospital staff member that the dog they were holding did belong to the [REDACTED] so they released the dog to them.

City of Windcrest

8601 Midcrown Drive
Windcrest, TX 78239-2516
Phone: (210) 655-0022

Windcrest Animal Control --"WE CARE"

Incident Report

Incident ID: 1114788

Status: Complete

Printed: 12-06-2011 10:24:51

Origination

Date: 11-07-2011 14:25:45 Logged by: William C Clark,
Reason: Stray
Precinct:
Location: 8618 SPANISH MOSS WINDCREST, TX

Citizen Making Report

Owner of animal at origination

Bite Victim

Christopher Jackson
517 Fenwick
Windcrest, TX 78239

Animal Information

Species	DOG ID#: 1316	Primary color	RED	<u>Current Owner</u>
Breed	GOLDEN RETRIEVER	Secondary color		
Gender	MALE/NOT STERILIZED	Age	ADULT	
Pet Name	BUDDY	Size	LARGE	
License		Collar Type		
Vacc ID		Collar Color		
Microchip				
Registration				

Dispatch and Outcome

Assigned to:	William C Clark,	On	11-07-2011 12:56:36	Priority	0
Final Outcome:	Return To Owner	On	11-07-2011 13:40:48		

Notes

On 11-7-11 at approx. 1354 hours, I was dispatched to 8618 Spanish Moss for a report of a stray dog laying on the front porch. Upon arrival, the resident related that the dog showed up in her and her neighbor's yard and then stayed at her house. She gave it food and water.

I advised her that earlier this morning, an individual had called and advised that his Golden Retriever was missing. I advised her that I would check to see if this dog was the one that he was looking for.

I then took custody of the dog and went to 517 Fenwick to contact Mr. [REDACTED] to see if it was his dog.

He was not home so I called him and he came straight home and looked at the dog and advised that it was his dog Buddy.

The dog was released to him and he was issued a written warning # 07456, for Animal Running At Large.

No other action was taken.

City of Windcrest

8601 Midcrown Drive
Windcrest, TX 78239-2516
Phone: (210) 655-0022

Windcrest Animal Control --"WE CARE"

Incident Report

Incident ID: 1114790

Status: Complete

Printed: 12-06-2011 10:25:45

Origination

Date: 11-07-2011 14:35:23 Logged by: William C Clark,
Reason: Dead Animal
Precinct:
Location: 500 FENWICK WINDCREST, TX

Citizen Making Report

Owner of animal at origination

Bite Victim

Animal Information - No specific animal is associated with this Incident

Species	ID#: 0	Primary color	<u>Current Owner</u>
Breed		Secondary color	[REDACTED]
Gender		Age	[REDACTED]
Pet Name		Size	[REDACTED]
License		Collar Type	[REDACTED]
Vacc ID		Collar Color	[REDACTED]
Microchip			
Registration			

Dispatch and Outcome

Assigned to:	William C Clark,	On	11-07-2011 13:50:43	Priority	0
Final Outcome:	Animal Picked Up	On	11-07-2011 13:50:54		

Notes

On 11-7-2011, I removed a deceased cat from the 500 block of Fenwick and disposed of same.

City of Windcrest

8601 Midcrown Drive
Windcrest, TX 78239-2516
Phone: (210) 655-0022

Windcrest Animal Control --"WE CARE"

Incident Report

Incident ID: 1114819

Status: Complete

Printed: 12-06-2011 10:26:26

Origination

Date: 11-08-2011 09:11:17 Logged by: William C Clark,
Reason: Other
Precinct:
Location: 400 WAYCREST WINDCREST, TX

Citizen Making Report

Owner of animal at origination

Bite Victim

Lisa Ross
401 Waycrest
Windcrest, TX 78239
(210) 897-0725

Animal Information - No specific animal is associated with this Incident

Species	ID#: 0	Primary color	Current Owner
Breed		Secondary color	
Gender		Age	
Pet Name		Size	
License		Collar Type	
Vacc ID		Collar Color	
Microchip			
Registration			

Dispatch and Outcome

Assigned to:	William C Clark,	On	11-08-2011 08:32:43	Priority	0
Final Outcome:	Return To Owner	On	11-08-2011 08:40:59		

Notes

On 11-8-11 at approx. 0832 hours, I was dispatched to the Police Department to meet with two ladies concerning an incident involving four dogs.

They related that while they were walking in the area of Waycrest and Windway, they were frightened by four dogs from 401 Waycrest. They related that the dogs ran at them barking in an aggressive manner but they did not bite them.

I advised them that I would take care of the situation.

I went to 401 Waycrest and observed the owner of the dogs trying to catch them. She related that she had no idea that the dogs were even out and she was trying to catch the two dogs. The dogs did come to her and they were put inside the garage to keep them from getting out again until she could locate where the dogs got out of the yard.

She was issued a written warning, #07457 for Animal Running at Large 3.111 and was advised that she would receive a Court Summons if the dogs run loose again.

No other action taken at this time.

City of Windcrest

8601 Midcrown Drive
Windcrest, TX 78239-2516
Phone: (210) 655-0022

Windcrest Animal Control --"WE CARE"

Incident Report

Incident ID: 1114822

Status: Complete

Printed: 12-08-2011 10:27:16

Origination

Date: 11-08-2011 09:29:59 Logged by: William C Clark,
Reason: Other
Precinct:
Location: 400 FLIPPIN ESTATES WINDCREST, TX

Citizen Making Report

Owner of animal at origination

Bite Victim

Animal Information - No specific animal is associated with this Incident

Species	ID#: 0	Primary color	<u>Current Owner</u>
Breed		Seconday color	XXXXXXXXXX
Gender		Age	XXXXXXXXXX
Pet Name		Size	XXXXXXXXXX
License		Collar Type	XXXXXXXXXX
Vacc ID		Collar Color	XXXXXXXXXX
Microchip			
Registration			

Dispatch and Outcome

Assigned to:	William C Clark,	On	11-08-2011 08:05:47	Priority	0
Final Outcome:	Other	On	11-08-2011 08:05:04		

Notes

On 11-8-11 at approx. 0805 hours, I set two traps in the alley way of 400 block of Flippin Estates. This was none as part of the Trap Neuter Return Program.

On 11-10-11, I removed the traps from this location, nothing was trapped during this time period.

City of Windcrest

8601 Midcrown Drive
Windcrest, TX 78239-2516
Phone: (210) 655-0022

Windcrest Animal Control --"WE CARE"

Incident Report

Incident ID: 1114823

Status: Complete

Printed: 12-06-2011 10:27:56

Origination

Date: 11-08-2011 09:32:19 Logged by: William C Clark,
Reason: Other
Precinct:
Location: 600 MOORSIDE WINDCREST, TX

Citizen Making Report

Owner of animal at origination

Bite Victim

Animal Information

Species	CAT ID#: 1320	Primary color	BLACK	<u>Current Owner</u>
Breed	DOMESTIC MEDIUM HAIR	Secondary color		
Gender	MALE/NOT STERILIZED	Age	ADULT	
Pet Name		Size	LARGE	
License		Collar Type		
Vacc ID		Collar Color		
Microchip				
Registration				

Dispatch and Outcome

Assigned to:	William C Clark,	On	11-08-2011 08:20:11	Priority	0
Final Outcome:	Animal Picked Up	On	11-08-2011 13:24:55		

Notes

On 11-8-11 at approx. 0820 hours, I set two traps in the alley behind the 600 block of Moorside as part of the Trap Neuter Return program.
On 11-8-11 at approx. 1324 hours, I discovered a cat in the trap. It was transported to the Camelot Animal Hospital to be sterilized and given a rabies vaccination.
On 11-14-11, the cat was released back into the alley.

On 11-10-11, I removed the other trap from this location.

The cat was a black male DMH and was issued Camelot Animal Hospital rabies tag # 1446. The total cost for the cat was \$30.00

City of Windcrest

8601 Midcrown Drive
Windcrest, TX 78239-2516
Phone: (210) 655-0022

Windcrest Animal Control --"WE CARE"

Incident Report

Incident ID: 1114839

Status: Complete

Printed: 12-06-2011 10:28:32

Origination

Date: 11-08-2011 14:30:50 Logged by: William C Clark,
Reason: Dead Animal
Precinct:
Location: 5600 PARKCREST WINDCREST, TX

Citizen Making Report

Owner of animal at origination

Bite Victim

Animal Information - No specific animal is associated with this Incident

Species	ID#: 0	Primary color	<u>Current Owner</u>
Breed		Seconday color	XXXXXXXXXX
Gender		Age	XXXXXXXXXX
Pet Name		Size	XXXXXXXXXX
License		Collar Type	
Vacc ID		Collar Color	XXXXXXXXXX
Microchip			
Registration			

Dispatch and Outcome

Assigned to:	William C Clark,	On	11-08-2011 13:15:28	Priority	0
Final Outcome:	Animal Picked Up	On	11-08-2011 13:15:39		

Notes

On 11-8-11 at approx. 1315 hours, I removed a deceased squirrel from the 5600 block of Parkcrest and disposed of same.

City of Windcrest

8601 Midcrown Drive
Windcrest, TX 78239-2516
Phone: (210) 655-0022

Windcrest Animal Control --"WE CARE"

Incident Report

Incident ID: 1114875

Status: Complete

Printed: 12-06-2011 10:29:20

Origination

Date: 11-09-2011 11:17:40 Logged by: William C Clark,
Reason: Stray
Precinct:
Location: 400 WAYCREST WINDCREST, TX

Citizen Making Report

Owner of animal at origination

Bite Victim

Animal Information - No specific animal is associated with this Incident

Species	ID#: 0	Primary color	<u>Current Owner</u>
Breed		Seconday color	[REDACTED]
Gender		Age	[REDACTED]
Pet Name		Size	[REDACTED]
License		Collar Type	[REDACTED]
Vacc ID		Collar Color	[REDACTED]
Microchip			
Registration			

Dispatch and Outcome

Assigned to:	William C Clark,	On	11-09-2011 08:39:46	Priority	0
Final Outcome:	Animal Not Found	On	11-09-2011 08:41:59		

Notes

On 11-9-11 at approx. 0839 hours, I was dispatched to the 400 block of Waycrest for a report of the dogs from 401 Waycrest, being out and running loose again. I made location and checked the area but did not see any loose dogs.

City of Windcrest

8601 Midcrown Drive
Windcrest, TX 78239-2516
Phone: (210) 655-0022

Windcrest Animal Control --"WE CARE"

Incident Report

Incident ID: 1114879

Status: Complete

Printed: 12-06-2011 10:30:44

Origination

Date: 11-09-2011 11:14:56 Logged by: William C Clark,
Reason: Dead Animal
Precinct:
Location: 400 FENWICK WINDCREST, TX

Citizen Making Report

Owner of animal at origination

Bite Victim

Animal Information - No specific animal is associated with this Incident

Species	ID#: 0	Primary color	Current Owner
Breed		Secondary color	
Gender		Age	
Pet Name		Size	
License		Collar Type	
Vacc ID		Collar Color	
Microchip			
Registration			

Dispatch and Outcome

Assigned to:	William C Clark,	On	11-09-2011 09:30:17	Priority	0
Final Outcome:	Animal Picked Up	On	11-09-2011 09:30:27		

Notes

On 11-9-11 at approx. 0930 hours, I removed a deceased squirrel from the 400 block of Fenwick and disposed of same.

City of Windcrest

8601 Midcrown Drive
Windcrest, TX 78239-2516
Phone: (210) 655-0022

Windcrest Animal Control --"WE CARE"

Incident Report

Incident ID: 1114883

Status: Complete

Printed: 12-06-2011 10:32:02

Origination

Date: 11-09-2011 14:11:25 Logged by: William C Clark,
Reason: Other
Precinct:
Location: 6015 BROOK FALLS WINDCREST, TX

Citizen Making Report

Owner of animal at origination

Bite Victim

Animal Information - No specific animal is associated with this Incident

Species	ID#: 0	Primary color	<u>Current Owner</u>
Breed		Secondary color	XXXXXXXXXX
Gender		Age	XXXXXXXXXX
Pet Name		Size	Windcrest, TX 78239
License		Collar Type	
Vacc ID		Collar Color	XXXXXXXXXX
Microchip			
Registration			

Dispatch and Outcome

Assigned to:	William C Clark,	On	11-09-2011 13:23:46	Priority	0
Final Outcome:	Other	On	11-09-2011 13:39:59		

Notes

On 11-9-11 at approx. 1323 hours, I was asked to call a concerned citizen who wanted me to go check the welfare of a dog at 6015 Brook Falls.

I arrived at the address and called the citizen who related that she was concerned about a blonde colored dog being confined in such a small space at this address. She related that she walks in the area all the time and she never sees the dog in the yard. She was also concerned if the dog was being provided food and water.

I was able to see the dog through the iron fence and the dog appeared to be healthy and it was barking at me.

I did see two bowls in the area where the dog was but I was unable to see if they contained food and water. The space in which the dog was confined did appear to be of adequate size for the dog and it did have a covered area to provide adequate shelter for the dog as well. It is in my opinion that the dog is being taken care of and no violations were observed.

I tried to make contact with the resident to express the concern of the citizen but there was no one at home.

I advised the citizen that I would try and contact the owner of the dog later and talk with them about the dog and then I would call her back,

City of Windcrest

8601 Midcrown Drive
Windcrest, TX 78239-2516
Phone: (210) 655-0022

Windcrest Animal Control – "WE CARE"

Incident Report

Incident ID: 1115077

Status: Complete

Printed: 12-06-2011 10:32:45

Origination

Date: 11-14-2011 09:09:52 Logged by: William C Clark,
Reason: Dead Animal
Precinct:
Location: 6100 BROOK FALLS WINDCREST, TX

Citizen Making Report

Owner of animal at origination

Bite Victim

Animal Information - No specific animal is associated with this Incident

Species	ID#: 0	Primary color	<u>Current Owner</u>
Breed		Secondary color	
Gender		Age	
Pet Name		Size	Windcrest, TX 78239
License		Collar Type	
Vacc ID		Collar Color	
Microchip			
Registration			

Dispatch and Outcome

Assigned to:	William C Clark,	On	11-14-2011 08:25:29	Priority	0
Final Outcome:	Animal Picked Up	On	11-14-2011 08:25:38		

Notes

On 11-14-11 at approx. 0825 hours, I removed a deceased duck from the Brook Falls park and then disposed of same.

City of Windcrest

8601 Midcrown Drive
Windcrest, TX 78239-2516
Phone: (210) 655-0022

Windcrest Animal Control --"WE CARE"

Incident Report

Incident ID: 1115085

Status: Complete

Printed: 12-06-2011 10:33:39

Origination

Date: 11-14-2011 11:38:27 Logged by: William C Clark,
Reason: Dead Animal
Precinct:
Location: 300 FENWICK WINDCREST, TX

Citizen Making Report

Owner of animal at origination

Bite Victim

Animal Information - No specific animal is associated with this Incident

Species	ID#: 0	Primary color	<u>Current Owner</u>
Breed		Secondary color	
Gender		Age	
Pet Name		Size	
License		Collar Type	
Vacc ID		Collar Color	
Microchip			
Registration			

Dispatch and Outcome

Assigned to:	William C Clark,	On	11-14-2011 11:30:06	Priority	0
Final Outcome:	Animal Picked Up	On	11-14-2011 11:30:16		

Notes

On 11-14-11 at approx. 1130 hours, I removed a deceased squirrel from the 300 block of Fenwick and then disposed of same.

City of Windcrest

8601 Midcrown Drive
Windcrest, TX 78239-2516
Phone: (210) 655-0022

Windcrest Animal Control --"WE CARE"

Incident Report

Incident ID: 1114623

Status: Complete

Printed: 12-06-2011 10:15:37

Origination

Date: 11-02-2011 13:43:29 Logged by: William C Clark,
Reason: Dead Animal
Precinct:
Location: 600 FENWICK WINDCREST, TX

Citizen Making Report

Owner of animal at origination

Bite Victim

Animal Information

Species	ID#: 1327	Primary color	<u>Current Owner</u>
Breed		Seconday color	
Gender		Age	
Pet Name		Size	
License		Collar Type	
Vacc iD		Collar Color	
Microchip			
Registration			

Dispatch and Outcome

Assigned to:	William C Clark,	On	11-02-2011 11:34:10	Priority	0
Final Outcome:	Animal Picked Up	On	11-02-2011 11:34:26		

Notes

On 11-2-11 at approx. t134 hours, i removed a deceased squirrei from the 600 block of Fenwick and disposed of same.

City of Windcrest

8601 Midcrown Drive
Windcrest, TX 78239-2516
Phone: (210) 655-0022

Windcrest Animal Control --"WE CARE"

Incident Report

Incident ID: 1115121

Status: Complete

Printed: 12-06-2011 10:34:36

Origination

Date: 11-15-2011 11:14:39 Logged by: William C Clark,
Reason: Dangerous
Precinct:
Location: 4802 WALZEM RD WINECREST, TX

Citizen Making Report

Owner of animal at origination

Bite Victim

Animal Information - No specific animal is associated with this Incident

Species	ID#: 0	Primary color	<u>Current Owner</u>
Breed		Secondary color	XXXXXXXXXX
Gender		Age	XXXXXXXXXX
Pet Name		Size	XXXXXXXXXX
License		Collar Type	XXXXXXXXXX
Vacc ID		Collar Color	XXXXXXXXXX
Microchip			
Registration			

Dispatch and Outcome

Assigned to:	William C Clark,	On	11-15-2011 09:40:43	Priority	0
Final Outcome:	Other	On	11-15-2011 10:23:59		

Notes

On 11-15-11 at approx. 0940 hours, I was dispatched to the drainage ditch next to Las Palapas for a report of an injured dog in the ditch. It was reported that the dog had a broken leg.
Myself and ACO Fuentes arrived and observed the dog in the ditch and it did appear to have an injured left front leg. There were some individuals trying to catch it and I advised them that I would be leaving to go get a ladder so that we can climb down into the ditch. ACO Fuentes stayed at the scene and I departed.
Upon my return, Fuentes related that the dog had run under the tunnel which leads under the access road.
I then assisted him in climbing into the ditch to look for the dog. He went into the tunnel but was unable to locate the dog. Once inside the tunnel, there are other tunnels leading into different directions. It appeared as if the dog had used one of the tunnels to leave the area. No other action was taken.

City of Windcrest

8601 Midcrown Drive
Windcrest, TX 78239-2516
Phone: (210) 655-0022

Windcrest Animal Control --"WE CARE"

Incident Report

Incident ID: 1115135

Status: Complete

Printed: 12-06-2011 10:35:17

Origination

Date: 11-15-2011 13:52:59 Logged by: William C Clark,
Reason: Stray
Precinct:
Location: 8200 ROUGHRIDER WINDCREST, TX

Citizen Making Report

Owner of animal at origination

Bite Victim

Windcrest, TX 78239

Animal Information

Species	DOG ID#: 1321	Primary color	BROWN	<u>Current Owner</u>
Breed	MINIATURE PINSCHER	Seconday color		
Gender	FEMALE/NOT STERILIZED	Age	SENIOR	
Pet Name	SADIE	Size	SMALL	
License		Collar Type	NYLON	
Vacc ID		Collar Color	PINK	
Microchip				
Registration				

Dispatch and Outcome

Assigned to:	William C Clark,	On	11-15-2011 13:00:43	Priority	0
Final Outcome:	Return To Owner	On	11-15-2011 13:45:57		

Notes

On 11-15-11 at approx. 1300 hours, I went to 601 Balfour to pick up a dog that the resident had found running loose in the 8200 block of Roughrider.

I took custody of the dog and transported it to the Camelot Animal Hospital where it was photographed and checked for a microchip, none was found.

While at the hospital, the dispatcher called and related that the dog's owner had called looking for it. I got the owner's information and contacted her and she described her dog. I then gave her instructions on how to retrieve her dog. She then went to CAH and the dog was released to her by staff members.

City of Windcrest

8601 Midcrown Drive
Windcrest, TX 78239-2516
Phone: (210) 655-0022

Windcrest Animal Control --"WE CARE"

Incident Report

Incident ID: 1115169

Status: Complete

Printed: 12-06-2011 10:35:56

Origination

Date: 11-16-2011 09:46:41 Logged by: William C Clark,
Reason: Stray
Precinct:
Location: 5622 CROSSWIND WINDCREST, TX

Citizen Making Report

Owner of animal at origination

Bite Victim

Animal Information

Species	DOG ID#: 1322	Primary color	RED	<u>Current Owner</u>
Breed	DACHSHUND	Seconday color		
Gender	FEMALE/NOT STERILIZED	Age	ADULT	
Pet Name		Size	SMALL	
License		Collar Type		
Vacc ID		Collar Color		
Microchip				
Registration				

Dispatch and Outcome

Assigned to:	Andres Fuentes	On	11-16-2011 09:15:22	Priority	0
Final Outcome:	Animal Picked Up	On	11-16-2011 09:15:32		

Notes

On 11-16-11 at approx. 0916 hours, I was dispatched to 5622 Crosswind for a report of a dog that had jumped into the complainant's car and would not get out.
I made location and got the dog out of the car and the complainant advised that she had no idea as to who the dog belonged to.
I took control of the dog and then transported it to Camelot Animal Hospital where it was photographed and checked for a micro chip, none was found.
The dog was then released to a staff member..

When I returned to from vacation on 12-5-11, ACO Fuentes advised that the dog had been adopted.

City of Windcrest

8601 Midcrown Drive
Windcrest, TX 78239-2516
Phone: (210) 655-0022

Windcrest Animal Control --"WE CARE"

Incident Report

Incident ID: 1115203

Status: Complete

Printed: 12-06-2011 10:36:28

Origination

Date: 11-17-2011 09:59:21 Logged by: William C Clark,
Reason: Stray
Precinct:
Location: 8601 MIDCROWN DR WINDCREST, TX

Citizen Making Report

Owner of animal at origination

Bite Victim

Windcrest, TX 78239

Animal Information

Species	DOG ID#: 1326	Primary color	BROWN	<u>Current Owner</u>
Breed	MINIATURE PINSCHER	Secondary color		Sharon Barbee
Gender	FEMALE/NOT STERILIZED	Age	SENIOR	Sharon Barbee
Pet Name	SADIE	Size	SMALL	Windcrest, TX 78239
License		Collar Type	NYLON	
Vacc ID		Collar Color	PINK	(210) 655-0022
Microchip				
Registration				

Dispatch and Outcome

Assigned to:	William C Clark,	On	11-17-2011 08:34:47	Priority	0
Final Outcome:	Return To Owner	On	11-17-2011 08:40:59		

Notes

On 11-17-11 at approx. 0834 hours, I was dispatched to City Hall for a report of a lady who had found a loose dog. Upon arrival, I recognized the dog from a previous encounter so I took the dog home to it's owner. She was given a verbal warning about the dog running loose and she was told that she would receive a court summons should the dog run at large again.

City of Windcrest

8601 Midcrown Drive
Windcrest, TX 78239-2516
Phone: (210) 655-0022

Windcrest Animal Control --"WE CARE"

Incident Report

Incident ID: 1115302

Status: Complete

Printed: 12-06-2011 10:38:15

Origination

Date: 11-19-2011 12:05:07 Logged by: Andres Fuentes
Reason: Stray
Precinct:
Location: 526 WAXWING CIR. WINDCREST, TX

Citizen Making Report

Owner of animal at origination

Bite Victim

Windcrest, TX 78239

Animal Information - No specific animal is associated with this Incident

Species	ID#: 0	Primary color	Current Owner
Breed		Seconday color	
Gender		Age	
Pet Name		Size	Windcrest, TX 78239
License		Collar Type	
Vacc ID		Collar Color	
Microchip			
Registration			

Dispatch and Outcome

Assigned to:	Andres Fuentes	On	11-21-2011 13:23:45	Priority	0
Final Outcome:	Return To Owner	On	11-21-2011 18:00:51		

Notes

On 11-19-11 at approx 12.00 hours, I was dispatched to 526 Waxwing Cir. for a report of 2 found dogs. I made location and contacted the resident who related that she had found the dogs , I took the dogs and transported them to the Public Works Yard and placed them in the kennel to await transport to the Camelot Animal Hospital on 11-21-11. Prior to me taking control of the dogs, Ms. [REDACTED] already contacted the Pets Mart to try and obtain the owner's information but the Pets Mart personnel would not release the owner's information to her. At approx. 18.00 hours, the owner called and related that he was missing 2 dogs and asked if I had them. I told him that I had the dogs and he could come to the Public Works Yard and pick them up. Mr. Pablo Guzman then came to the shop and picked them up. I advised him that should the dogs get picked up again, he would receive a court summons for city violation. No other action was taken.

The dogs were returned to the owner on 11-19-11 at approx. 18.00 hours.
The dogs were a female Poodle and a male Dachshund

City of Windcrest

8601 Midcrown Drive
Windcrest, TX 78239-2516
Phone: (210) 655-0022

Windcrest Animal Control --"WE CARE"

Incident Report

Incident ID: 1115391

Status: Complete

Printed: 12-06-2011 10:39:41

Origination

Date: 11-21-2011 13:50:31 Logged by: Andres Fuentes
Reason: Dead Animal
Precinct:
Location: 8900 EAGLECREST WINDCREST, TX

Citizen Making Report

Owner of animal at origination

Bite Victim

Animal Information - No specific animal is associated with this Incident

Species	ID#: 0	Primary color	<u>Current Owner</u>
Breed		Seconday color	
Gender		Age	
Pet Name		Size	Windcrest, TX 78239
License		Collar Type	
Vacc ID		Collar Color	
Microchip			
Registration			

Dispatch and Outcome

Assigned to:	Andres Fuentes	On	11-21-2011 13:53:39	Priority	0
Final Outcome:	Animal Picked Up	On	11-21-2011 13:53:52		

Notes

On 11-21-11 at approx. 1330 hours. I removed a deceased Opossum from 8900 block of Eagle Crest and then disposed of same

City of Windcrest

8601 Midcrown Drive
Windcrest, TX 78239-2516
Phone: (210) 655-0022

Windcrest Animal Control --"WE CARE"

Incident Report

Incident ID: 1115409

Status: Complete

Printed: 12-06-2011 10:40:23

Origination

Date: 11-22-2011 08:24:14 Logged by: Andres Fuentes
Reason: Stray
Precinct:
Location: 422 CANDLEGLO WINDCREST, TX

Citizen Making Report

Owner of animal at origination

Bite Victim

Windcrest, TX 78239

Animal Information

Species	DOG ID#: 1373	Primary color	WHITE	<u>Current Owner</u>
Breed	PIT BULL	Secondary color	BLACK	
Gender	FEMALE/NOT STERILIZED	Age	ADULT	
Pet Name		Size	MEDIUM	
License		Collar Type	NYLON	
Vacc ID		Collar Color		
Microchip				
Registration				

Dispatch and Outcome

Assigned to:	Andres Fuentes	On	11-22-2011 09:36:01	Priority	0
Final Outcome:	Animal Picked Up	On	11-22-2011 09:36:04		

Notes

On 11-21-2011 at approximately 21:00 hours, I received a call from the dispatcher who related that a concerned citizen had called and related that at approx. 17:00 hours, a stray dog came onto the front porch. She took it in for safe keeping and then called for animal control.

I obtained the caller's information from the dispatcher and then called her.

She related that the dog came onto her porch so she took it in for safe keeping.

Due to the late hour, I asked her if she could keep the dog until the morning, she said yes.

On 11-22-2011 at approx. 07:00 hours, I went to 422 Candleglo and made contact with Mrs. Nixon. After speaking with her, she advised that she would be willing to adopt the dog if the owner does not claim it.

I told her that I would call her if no one claimed the dog.

I took the dog and transported it to the Camelot Animal Hospital where it was photographed and checked for a micro chip, none was found.

The dog was released to a staff member.

On 12-1-11, I called Mrs. [REDACTED] and advised her that no one had claimed the dog and I asked if she still wanted it. She said yes.

On 12-2-11, the dog was adopted by Mrs. Nixon.

City of Windcrest

8601 Midcrown Drive
Windcrest, TX 78239-2516
Phone: (210) 655-0022

Windcrest Animal Control --"WE CARE"

Incident Report

Incident ID: 1115422

Status: Complete

Printed: 12-06-2011 10:42:00

Origination

Date: 11-22-0201 12:37:32 Logged by: Andres Fuentes
Reason: Stray
Precinct:
Location: 200 WEATHERCOCK WINDCREST, TX

Citizen Making Report

Owner of animal at origination

Bite Victim

Animal Information - No specific animal is associated with this Incident

Species	ID#: 0	Primary color	<u>Current Owner</u>
Breed		Seconday color	
Gender		Age	
Pet Name		Size	Windcrest, TX 78239
License		Collar Type	
Vacc ID		Collar Color	
Microchip			
Registration			

Dispatch and Outcome

Assigned to:	Andres Fuentes	On	11-22-2011 14:43:41	Priority	0
Final Outcome:	Animal Not Found	On	11-22-2011 14:43:47		

Notes

On 11-22-2011 at approx. 12.00 hours, I was dispatched to the 200 block of Weathercook for a stray dog running in the area. I made location but was unable to locate the dog so I returned to service

Animal not found

City of Windcrest

8601 Midcrown Drive
Windcrest, TX 78239-2516
Phone: (210) 655-0022

Windcrest Animal Control --"WE CARE"

Incident Report

Incident ID: 1115431

Status: Complete

Printed: 12-06-2011 10:42:44

Origination

Date: 11-22-2011 09:59:21 Logged by: Andres Fuentes
Reason: Stray
Precinct:
Location: 400 ZEPHYR DR. WINDCREST, TX

Citizen Making Report

Owner of animal at origination

Bite Victim

Animal Information

Species	DOG ID#: 1374	Primary color	CINNAMON	<u>Current Owner</u>
Breed	MIXED BREED	Secondary color		
Gender	FEMALE/NOT STERILIZED	Age	ADULT	
Pet Name		Size	LARGE	
License		Collar Type		
Vacc ID		Collar Color		
Microchip				
Registration				

Dispatch and Outcome

Assigned to:	Andres Fuentes	On	11-23-2011 08:13:36	Priority	0
Final Outcome:	Return To Owner	On	11-23-2011 08:13:43		

Notes

On 11-22-2011 at approximately 09:00 hours, I was dispatched to the 400 Block of Zephyr Dr. in reference to a stray Greyhound mixed dog running loose.

I made location and picked the dog up and transported it to the Camelot Animal Hospital. The dog was wearing a collar with rabies tags so I was able to call the Vet Clinic to try and obtain the owner's information.

I called the number but there was no answer. The dog was also wearing a tag with the owner's phone number so I called it as well. There was no answer so I left a message concerning the dog.

The dog was then released to a Camelot Animal Hospital staff member.

At approx. 1705 hours, the dog's owner called me and I informed her of how she could retrieve her dog.

On 11-22-11 the dog was released to the owner by a Camelot Animal Hospital staff member.

City of Windcrest

8601 Midcrown Drive
Windcrest, TX 78239-2516
Phone: (210) 655-0022

Windcrest Animal Control – "WE CARE"

Incident Report

Incident ID: 1115442

Status: Complete

Printed: 12-06-2011 10:43:20

Origination

Date: 11-22-2011 15:15:56 Logged by: Andres Fuentes
Reason: Stray
Precinct:
Location: 700 WINFIELD BLVD WINDCREST, TX

Citizen Making Report

Owner of animal at origination

Bite Victim

Animal Information - No specific animal is associated with this Incident

Species	ID#: 0	Primary color	<u>Current Owner</u>
Breed		Seconday color	
Gender		Age	
Pet Name		Size	Windcrest, TX 78239
License		Collar Type	
Vacc ID		Collar Color	
Microchip			
Registration			

Dispatch and Outcome

Assigned to:	Andres Fuentes	On	11-23-2011 08:21:32	Priority	0
Final Outcome:	Animal Not Found	On	11-23-2011 08:21:36		

Notes

On 22-11-2011 at approximately 1515 hours, I was dispatched to the 700 block of Winfield for a report of 2 stray dogs running in the area. I made location but was unable to locate the dogs so I returned to service.

I checked the surrounding streets and had negative contact

City of Windcrest

8601 Midcrown Drive
Windcrest, TX 78239-2516
Phone: (210) 655-0022

Windcrest Animal Control --"WE CARE"

Incident Report

Incident ID: 1115486

Status: Complete

Printed: 12-06-2011 10:44:05

Origination

Date: 11-23-2011 15:14:24 Logged by: Andres Fuentes
Reason: Stray
Precinct:
Location: 410 CLOUDMONT WINDCREST, TX

Citizen Making Report

Owner of animal at origination

Bite Victim

Amanda Castro
410 Cloudmont
Windcrest, TX 78239
(708) 738-1706

Animal Information

Species	DOG ID#: 1379	Primary color	BLACK	<u>Current Owner</u>
Breed	RAT TERRIER	Seconday color	WHITE	
Gender	MALE/NOT STERILIZED	Age	ADULT	
Pet Name		Size	SMALL	
License		Collar Type		
Vacc ID		Collar Color		
Microchip				
Registration				

Dispatch and Outcome

Assigned to:	Andres Fuentes	On	11-23-2011 10:00:43	Priority	0
Final Outcome:	Other	On	11-23-2011 10:10:02		

Notes

On 11-23-2011 at approx. 10:00 hours, I was dispatched to the 400 block of Cloudmont for a stray Rat Terrier dog running loose. I made location and started looking for the dog and observed a lady at 410 Cloudmont holding the dog on a leash. I stopped and asked if the dog belonged to her and she said yes. I advised her that we had a leash law and she needed to keep the dog on a leash when not on her property. She advised that she understood so I returned to service.

City of Windcrest

8601 Midcrown Drive
Windcrest, TX 78239-2516
Phone: (210) 655-0022

Windcrest Animal Control --"WE CARE"

Incident Report

Incident ID: 1115492

Status: Complete

Printed: 12-06-2011 10:44:34

Origination

Date: 11-22-2011 13:18:28 Logged by: Andres Fuentes
Reason: Cruelty
Precinct:
Location: 201 WINDCREST DR. WINDCREST, TX

Citizen Making Report

Owner of animal at origination

Bite Victim

[REDACTED]
[REDACTED]
Windcrest, TX 78239
[REDACTED]

Animal Information

Species	DOG ID#: 54	Primary color	WHITE	<u>Current Owner</u>
Breed	PIT BULL	Secondary color	TAN	[REDACTED]
Gender	UNKNOWN/NOT STERILIZED	Age		[REDACTED]
Pet Name	TARUS	Size		Windcrest, TX 78239
Licence	H198	Collar Type		[REDACTED]
Vacc ID		Collar Color		
Microchip				
Registration				

Dispatch and Outcome

Assigned to:	Andres Fuentes	On	11-22-2011 14:43:12	Priority	0
Final Outcome:	Other	On	11-22-2011 14:43:28		

Notes

On 11/22/11 at approximately 12:00 hrs, I received a call from the dispatcher to let me know that someone was at the police department willing to talk to me about a possible animal cruelty case.
I made location at approximately 12:30 hrs. and I spoke with a Mrs. [REDACTED] and asked her to come to my office so we can talk about this matter.
Mrs. [REDACTED] related that about a week ago she saw a very skinny white pitbull dog wondering around in the 200 block of Windcrest Dr.. She related that she followed the dog and she saw the dog go into the backyard of 201 Windcrest Dr. After a few days she saw the dog again and she said that the dog was in very bad condition. She noticed that the dog was going in and out of the property through a hole in the back yard fence.
She related that she saw the dog again on 11/22/11 and the dog appeared as if it was getting worse so she decided to call to report this situation to Windcrest Animal Control.
I informed Mrs. Uhlmann that I was going to try to locate the dog in order to start an investigation and I told her that I was going to do everything possible to solve the problem.
On 11/22/11 at approximately 14:00 hrs, I went to 201 Windcrest Dr. and I noticed that the fence was in bad condition, there were several holes and missing fence planks.
I was not able to see the dog so I knocked at the door, there was no answer so I departed.
On 11-23-11, I returned to try and contact the resident or dog's owner but there was no one home.
On 11-28-11, I returned but again, there was no one home.
I then drove to the alley behind the residence and I was able to see the dog in the backyard through a chain link fence. I tried calling the dog but it only lifted it's head but would not move anymore.
I then departed and returned several times during the day to see if any cars were in the driveway.
On 11-29-11 at approx. 1000 hours, I returned and was able to make contact with [REDACTED].
I explained the situation concerning her dog and she related that the dog has heart worms and she cannot afford the medical cost for treatment. I informed her that I would speak to Dr. Lee of the Camelot Animal Hospital to obtain a cost for the medical care.
I then went and spoke with Dr. Lee and he related that the cost would be approx. \$500.00 to treat the dog and he gave me paperwork concerning the treatment for heartworms.
Later I recontacted Mrs. [REDACTED] and gave her the information concerning the treatment for heartworms.
She then advised that she did not have any money to have the dog treated.
After speaking to her, I departed and went to speak with Chief Obrien concerning this case. He instructed me to pass this case on to an Officer for an investigation into possible animal cruelty.
On 12-5-11, the case was turned over to the Police Department for further action.

Windcrest Animal Control --"WE CARE"

Printed using Shelter Pro

City of Windcrest

8601 Midcrown Drive
Windcrest, TX 78239-2516
Phone: (210) 655-0022

Windcrest Animal Control --"WE CARE"

Incident Report

Incident ID: 1115735

Status: Complete

Printed: 12-06-2011 10:46:36

Origination

Date: 11-28-2011 13:30:47 Logged by: Andres Fuentes
Reason: Stray
Precinct:
Location: 5534 CROSSWIND DR. WINDCREST, TX

Citizen Making Report

Owner of animal at origination

Bite Victim

Animal Information - No specific animal is associated with this Incident

Species	ID#: 0	Primary color	<u>Current Owner</u>
Breed		Seconday color	
Gender		Age	
Pet Name		Size	Windcrest, TX 78239
License		Collar Type	
Vacc ID		Collar Color	
Microchip			
Registration			

Dispatch and Outcome

Assigned to:	Andres Fuentes	On	11-28-2011 13:00:03	Priority	0
Final Outcome:	Animal Not Found	On	11-29-2011 13:17:09		

Notes

On 11-28-2012 at approx. 13.00 Hours, I was dispatched to the 5500 block of Crosswind Dr. for a report of a stray lab Setter mix dog, running in the area.
I made location but was unable to locate the dog . A citizen told me that the dog had been picked up by the owner. No other action was taken.

City of Windcrest

8601 Midcrown Drive
Windcrest, TX 78239-2516
Phone: (210) 655-0022

Windcrest Animal Control --"WE CARE"

Incident Report

Incident ID: 1115766

Status: Complete

Printed: 12-06-2011 10:47:30

Origination

Date: 11-29-2011 09:30:40 Logged by: Andres Fuentes
Reason: Stray
Precinct:
Location: 242 ZEPHYR WINDCREST, TX

Citizen Making Report

Owner of animal at origination

Bite Victim

Animal Information - No specific animal is associated with this Incident

Species	ID#: 0	Primary color	<u>Current Owner</u>
Breed		Secondday color	
Gender		Age	
Pet Name		Size	Windcrest, TX 78239
License		Collar Type	
Vacc ID		Collar Color	
Microchip			
Registration			

Dispatch and Outcome

Assigned to:	Andres Fuentes	On	11-29-2011 09:30:40	Priority	0
Final Outcome:	Other	On	11-29-2011 19:40:46		

Notes

On 11-29-2011 at approx 0930 hours. I was dispatched to the 200 block of Zephyr for a report of two dogs running loose in the area. I made location and observed the dogs running in the street and the yard of 242 Zephyr. I attempted to make contact with the resident but no one answered the door. I then opened the back fence gate and put the dogs in the back yard. I then returned to service.

City of Windcrest

8601 Midcrown Drive
Windcrest, TX 78239-2516
Phone: (210) 655-0022

Windcrest Animal Control --"WE CARE"

Incident Report

Incident ID: 1115774

Status: Complete

Printed: 12-06-2011 10:48:17

Origination

Date: 11-28-2011 16:52:21 Logged by: Andres Fuentes
Reason: Dead Animal
Precinct:
Location: 8601 MIDCROWN DR. WINDCREST, TX

Citizen Making Report

Owner of animal at origination

Bite Victim

Animal Information - No specific animal is associated with this Incident

Species	ID#: 0	Primary color	<u>Current Owner</u>
Breed		Seconday color	
Gender		Age	
Pet Name		Size	Windcrest, TX 78239
License		Collar Type	
Vacc ID		Collar Color	
Microchip			
Registration			

Dispatch and Outcome

Assigned to:	Andres Fuentes	On	11-28-2011 16:50:19	Priority	0
Final Outcome:	Animal Picked Up	On	11-28-2011 16:57:28		

Notes

On 11-28-2011 at approx. 1650 hours, I removed a deceased squirrel from the 6600 block of Midcrown and then disposed of same.

City of Windcrest

8601 Midcrown Drive
Windcrest, TX 78239-2516
Phone: (210) 655-0022

Windcrest Animal Control --"WE CARE"

Incident Report

Incident ID: 1115777

Status: Complete

Printed: 12-06-2011 10:48:56

Origination

Date: 11-29-2011 11:09:45 Logged by: Andres Fuentes
Reason: Dead Animal
Precinct:
Location: 8100 EAGLECREST BLVD WINDCREST, TX

Citizen Making Report

Owner of animal at origination

Bite Victim

Animal Information - No specific animal is associated with this Incident

Species	ID#: 0	Primary color	<u>Current Owner</u>
Breed		Seconday color	
Gender		Age	
Pet Name		Size	Windcrest, TX 78239
License		Collar Type	
Vacc ID		Collar Color	
Microchip			
Registration			

Dispatch and Outcome

Assigned to:	Andres Fuentes	On	11-29-2011 11:09:52	Priority	0
Final Outcome:	Animal Picked Up	On	11-29-2011 11:13:56		

Notes

On 11-29-2011 at approx. 1109 hours, I removed a deceased squirrel from the 8100 block of Eaglecrest and then disposed of same

City of Windcrest

8601 Midcrown Drive
Windcrest, TX 78239-2516
Phone: (210) 655-0022

Windcrest Animal Control --"WE CARE"

Incident Report

Incident ID: 1115781

Status: Complete

Printed: 12-06-2011 10:49:38

Origination

Date: 11-30-2011 14:55:32 Logged by: Andres Fuentes
Reason: Stray
Precinct:
Location: 701 WINDROCK WINDCREST, TX

Citizen Making Report

Owner of animal at origination

Bite Victim

Windcrest, TX 78239

Animal Information

Species	DOG ID#: 1375	Primary color	RED	<u>Current Owner</u>
Breed	IRISH SETTER	Secondary color		
Gender	MALE/NOT STERILIZED	Age	ADULT	
Pet Name		Size	LARGE	
License		Collar Type	NYLON	
Vacc ID		Collar Color	OTHER	
Microchip				
Registration				

Dispatch and Outcome

Assigned to:	Andres Fuentes	On	11-30-2011 14:30:51	Priority	0
Final Outcome:	Return To Owner	On	11-30-2011 14:40:10		

Notes

On 11-30-11 at approx. 1430 hours, I observed a large red Irish Setter running loose in the 700 block of Windrock. I picked the dog up and was able to obtain the owners information from the collar which had tags. I called the owner and advised him that I had picked up his dog. A few minutes later, I transported the dog to 701 Windrock Dr. and released it to the owner.

On 11-30-11 at approx. 1440 hours, I returned the dog to it's owner.

City of Windcrest

8601 Midcrown Drive
Windcrest, TX 78239-2516
Phone: (210) 655-0022

Windcrest Animal Control --"WE CARE"

Incident Report

Incident ID: 1115825

Status: Complete

Printed: 12-06-2011 10:50:29

Origination

Date: 11-30-2011 10:16:58 Logged by: Andres Fuentes
Reason: Dead Animal
Precinct:
Location: 500 CANDLEGLO WINDCREST, TX

Citizen Making Report

Owner of animal at origination

Bite Victim

~~San Antonio, TX~~

Animal Information

Species	CAT ID#: 1376	Primary color	GREY	<u>Current Owner</u>
Breed	DOMESTIC SHORT HAIR	Secondary color	WHITE	
Gender	MALE/NOT STERILIZED	Age	ADULT	
Pet Name		Size	MEDIUM	
License		Collar Type		
Vacc ID		Collar Color		
Microchip				
Registration				

Dispatch and Outcome

Assigned to:	Andres Fuentes	On	11-30-2011 10:27:19	Priority	0
Final Outcome:	Animal Picked Up	On	11-30-2011 10:27:25		

Notes

On 11-30-11 at approx. 1027 hours, I was dispatched to the 500 block of Candleglo for a report of a deceased cat. The cat was wearing a collar with a tag that had a phone number printed. I called the number and spoke to a Mr. ~~Andres Fuentes~~ and advised him of the situation with his cat. I asked if he wanted his cat and he said no and asked if I could dispose of it for him.
The cat was later disposed of.



WINDCREST TEXAS

Street Report for the month of November 2011

Highlights

Every Monday- Pick up trash in parks, right of ways and green spaces.
Mow, edge and trim as needed at Takas Park, ball fields and hill top.

Every Friday- Wash vehicles, clean up office and shop area as needed.

Mow, edge and trim around the city as needed, right of ways, green spaces and islands.

Repairs, replace and install street signs:

Windway alley, no through traffic (2 men)

Remove and reinstall stop sign with flashing light on Midcrown@Crestway (2 men)

Installed new LED light assembly that was damaged on November 30th (3 men)

Installed 1 missing street sign and 1 damaged sign on Eaglecrest (3 men)

Level ground and relocate Conex in back of flood plain (2 men)

Pool: winterized and cover exposed pipes for upcoming freezing weather (1 man)

Repairs for light fixtures: light poles at Brookfalls Park and Autumn Park and light fixtures at Civic Center (1 man)

Repair water sprinkler system: fire dorm at Gulfcrest Dr., Windway island, and Civic Center (1 man)

Replace A/C filter:

City Hall, Civic Center and Maint. Building (1 man)

Alley repairs as needed-

Sun Haven alley scraped and removed debris and installed 1 ½" rock (2 men)

Pumping water out of Autumn Sunset pond in an attempt to lower the water level (1 man)

Special Events:

5 K run / walk turkey trot:

Sweep parade route.

Put out barricades, cones, bales of hay, flag standards and city flags.

Put out tables, sand bags, water jugs and Port O Potty's.

Veterans Day-

Put out flag standards and flags.

Place small flags on Midcrown Dr.

Put out chairs, tables and PA system.

Thanksgiving Pot Luck-

Prepare, set up tables and clean up after event.

Christmas Light up-

Remove water fountain and install Christmas tree.
Install Christmas lights at Windway island and city hall.

Police Dept. -

Build partition and install at the dispatch office for inspection.

Surplus-

5 days of removing surplus and placing in storage.
4 days of moving Finance office equipment, boxes and furniture.
Install peep hole and locks.
Wipe down walls and patch holes as needed.

Landscaping-

Watering plants, grass and shrubs every day.
Mow, edge and trim City hall, fire dorms, islands and city pool.

Build walk way at fire dorm on Gulfcrest; remove sod and dirt.
Install weed barrier, stepping stones, metal edging and gravel.
Spread dirt and reinstall sod.

Remove shrubs at Gulfcrest Dr.

Install new plants at city hall, fire dorm, Windway island and civic center.

Remove dead flowers throughout the city as needed.

Remove dirt and install black mulch and new flowers at the monument at Walzem and Midcrown Dr.

Remove weeds on islands at Walzem Rd.

Trim trees at city hall parking lot and fire dorm on Dalecrest Dr.

Trim shrubs at Windgarden Circle.

Pick up trash as needed on islands, monuments and green spaces.

Goals

Windcrest EDC Report for the month of June 2009

1. Sweeping throughout the city from 6 A.M. - 8 P.M. during the heavy leaf season.
2. Crack filling when weather permits.
3. Pump water level down at Autumn Sunset Pond.
4. Repair and improve alleys as needed.

Summary

Strive to continue keeping our city clean and beautiful for our residents and guests.

Respectively submitted to the City Council through the City Manager

Christopher Gamboa

5 December 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).

RJ/B. 12/6/2011

CITY OF WINDCREST 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												
Fines Paid	52	29												
Bond Forfeiture	0	0												
Not Guilty	10	13												
Guilty	59	58												
Dismissed	78	59												
Compliance Dismissals	10	31												
Defensive Driving	21	19												
Deferred Disposition	30	39												
Insurance	26	12												
Orders for Community Svc.	0	0												
Appeals	0	0												
TOTAL CASES HEARD	316	260												
Failure to Appear/Warrants	290	178												
Warrant Officer Fine/Fee Collected	13,358	9,248.10												
Warrant Officer Activity	31	29												
Court Fines	22,975.87	20,410.65												
State Fees	12,639.01	10,978.85												
City Share of State Fees (10%)	1,264.00	1,097.89												
Court Technology Fund	720.34	657.24												
Court Building Security Fund	540.22	492.91												
Fee to Omni/State	1,508.29	1,566.17												
Linebanger Fees	979.50	449.42												
TOTAL CITY REVENUE	24,239.87	21,508.54												
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	28,256.64	31,528.41	316,332.63	

(October 10-Sept. 11)

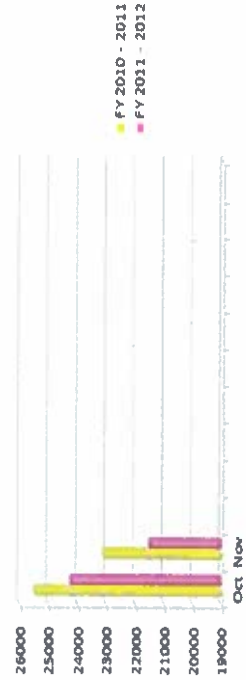
Warrant Officer Fine/Fee Collected	7,391	6,475.50	7,069	9,584	15,585	17,622	15,193	18,010	24,188.85	10,843.65	16,723.10	20,726.40	169,511.96
Warrant Officer Activity	34	28	21	26	45	53	47	53	68	41	44	67	527
Persons Arrested (Held in WCPD)	6	11											17
Persons Incarcerated (Held in GCJ)	0	5											5
Cost of Incarceration	600	1,300											1,900

(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 - FY 2011/2012



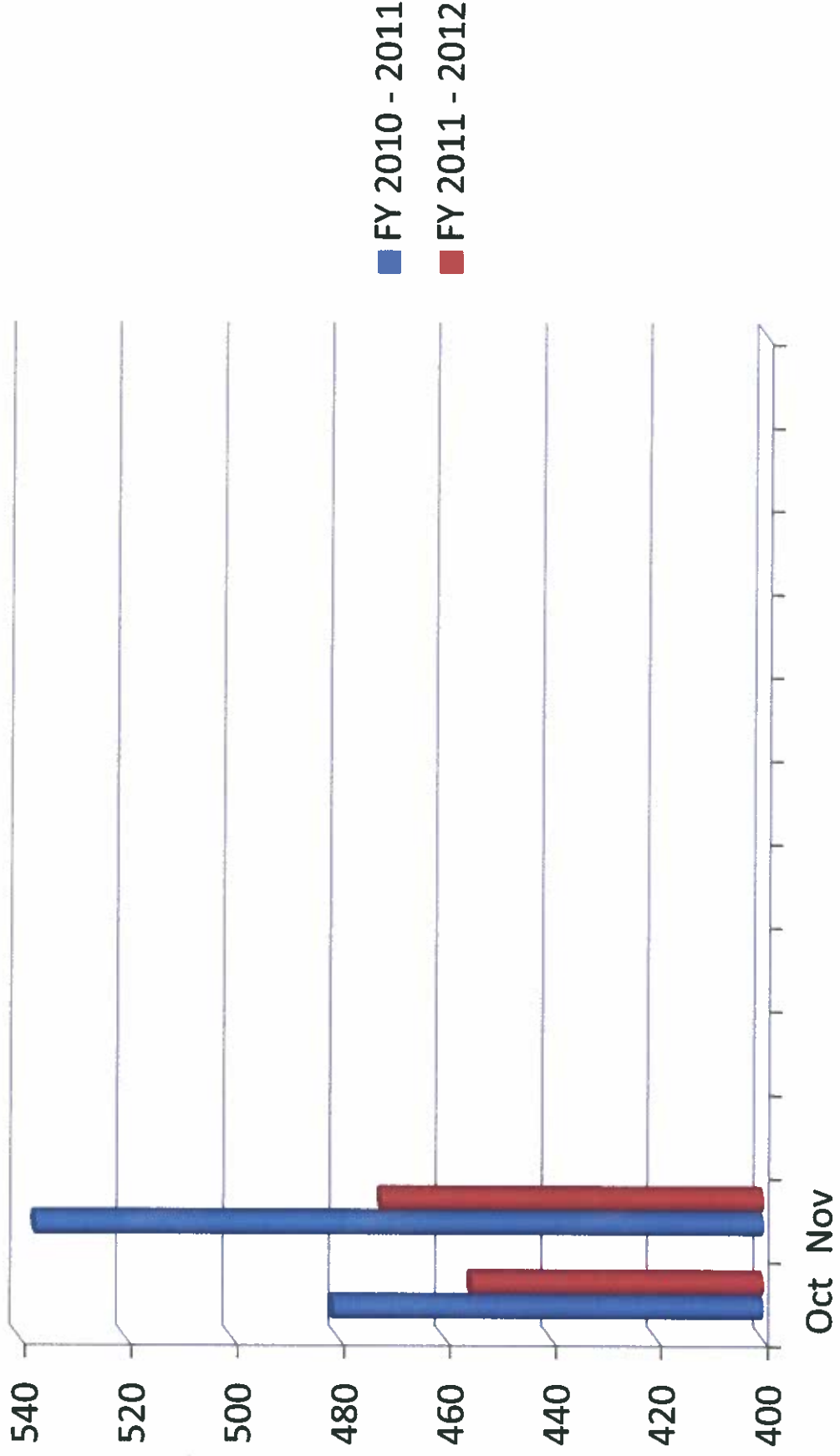
CPB
an
 12/08/2011

WARRANT OFFICER REPORT FOR THE MONTH OF NOVEMBER 2011			
Citation No.	Defendant Name	Warrant Officer Comments	ACTION
Page 1 of	*DENOTES ARREST	** DENOTES ARREST & MAGISTRATION	
**69043 (2011)	Calderon, Veronica	Subj Arrested. Processed @ WPD.	JAILED
68775 (2011)	Evans, E#bony	Went bto listed work address. Left card with supervisor.	Fine/Fees \$189
65371 (2011)	Moran, Gregory	Went to listed residence address. No ans. Left Red Tag.	Fine/Fees \$525.20
69325 (2011)	Palomarez, Angela	Contacted subj regarding Warrants. Subj will pay fine/fees.	Fine/Fees \$285
*68787 (2011)	Postell, Nicholas	Subj Arrested. Processed @ WPD	Posted Bond \$300
52714 (2004)	Johnson, Ernest	Went to listed residence address. Subj in TDC. Time Served.	Fine/Fees \$60
68375 (2011)	Wilson, Camesia	Contacted subj regarding Warrant. Subj will pay fine/fees.	Fine/Fees \$334
*53163 (2006)	Aguilar, Christina	Subj Arrested. Processed @ WPD.	Fine/Fees \$219
**68994 (2011)	Pittman, Shaurice	Subj Arrested. Processed @ WPD.	JAILED
69054 (2011)	Ricondo, Daniel	Went to listed residence address. No ans. Left Red Tag.	Posted Bond \$400
66868 (2010)	Allen, Lewis	Went to listed residence address. Left Red Tag w/relative.	Fine/Fees \$312
68449 (2011)	Riojas, Richard	Went to listed residence address. No ans. Left Red Tag.	Fine/Fees \$714
*68767 (2011)	Rodriguez, Certo	Subj Arrested. Processed @ WPD	Fine/Fees \$ 444
69274 (2011)	Willingham, David	Went to listed residence address. No ans. Left Red Tag.	Posted Bond \$300
**69397 (2011)	Williams, Jennifer	Subj Arrested. Processed @ WPD.	JAILED
**69442 (2011)	Marroquin, Jaime	Subj Arrested. Processed @ WPD.	JAILED
69551 (2011)	Pinney, Michael	Went to listed residence address. No ans. Left Red Tag.	Posted Bond \$300
68820 (2011)	Cavazos, Ricardo	Went to listed residence address. No ans. Left Red Tag.	Posted Bond \$600
68733 (2011)	Toribio, Israel	Went to listed residence address. No ans. Left Red Tag.	Fine/Fees \$536.90
68714 (2011)	Rodriguez, Gerardo	Went to listed residence address. No ans. Left Red Tag.	Posted Bond \$400
*69973 (2010)	McGarity, Oswald	Subj Arrested. Processed @ WPD.	Posted Bond \$400
*68815 (2011)	Rosales, Julia	Subj Arrested. Processed @ WPD.	Posted Bond \$200
68660 (2009)	Erceg, Matthew	Went to listed residence address. Subj granted Time Served.	Fine/Fees \$120
69235 (2011)	Adams, James	Went to listed residence address. No ans. Left Red Tag.	Fine/Fees \$433
50812 (2004)	Bernadr, Irenos	Contacted subj regarding Warrants. Subj will pay fine/fees.	Fine/Fees \$706
68623 (2011)	Heaviland, Amber	Went to listed residence address. No ans. Left Red Tag.	Fine/Fees \$338
*68697 (2011)	SanMartin, Adrian	Subj Arrested. Processed @ WPD.	Posted Bond \$300
**68927 (2011)	Hernandez, Sergio	Subj Arrested. Processed @ WPD.	JAILED
58259 (2011)	Rodriguez, Lydia	Went to listed residence address. No ans. Left Red Tag.	Fine/Fees \$832
WORKED 29	CASES.		
11 ARRESTED	5 JAILED		
TOTAL FINES, FEES, BONDS POSTED \$9,248.10			

CASES FILED

FY 2010/2011 vs. FY 2011/2012

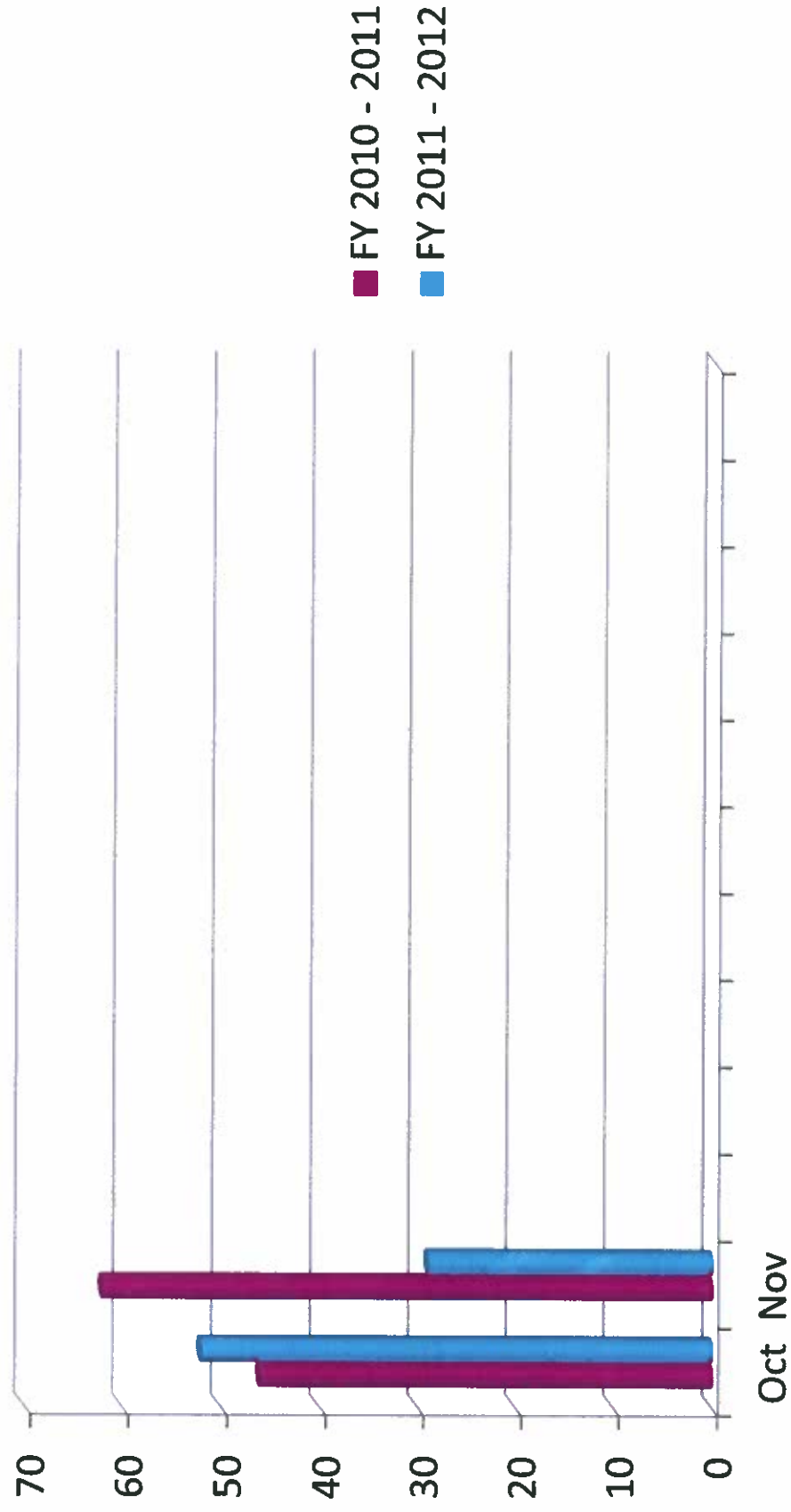
(Citations from Police Department, Code Enforcement, Animal Control)



FINES PAID

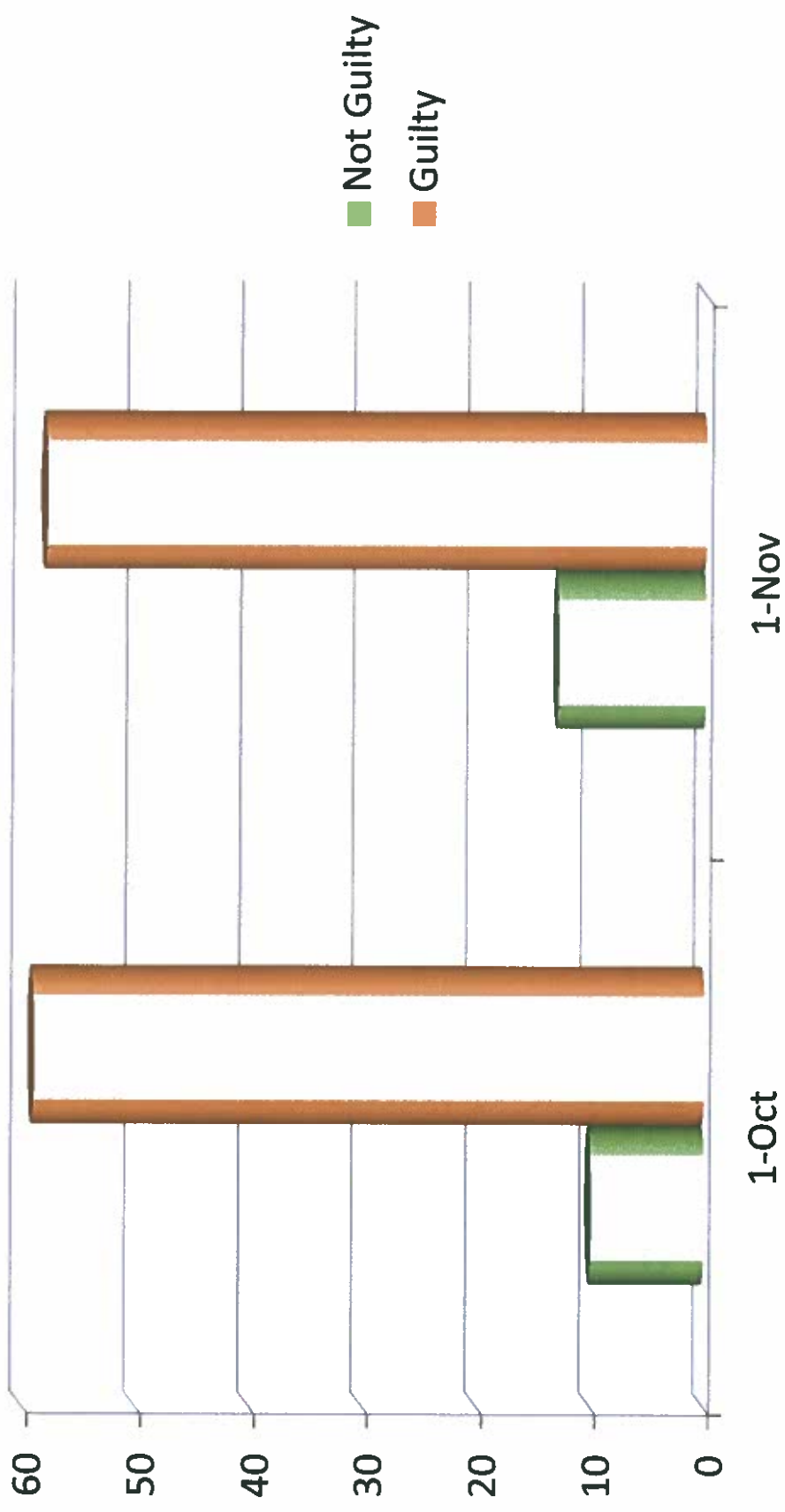
FY 2010/2011 vs. FY 2011/2012

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



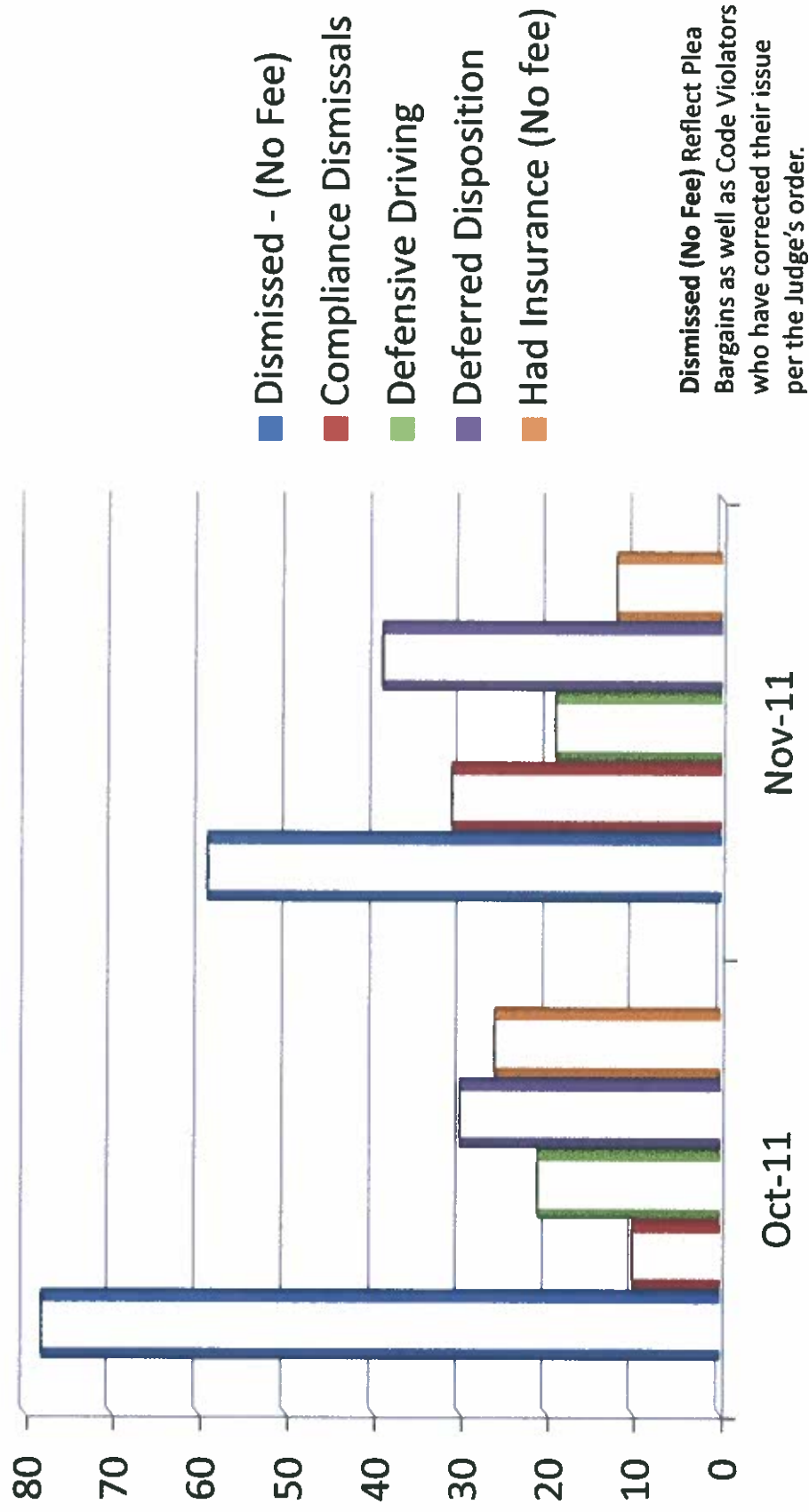
NOT GUILTY / GUILTY

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



DISMISSALS

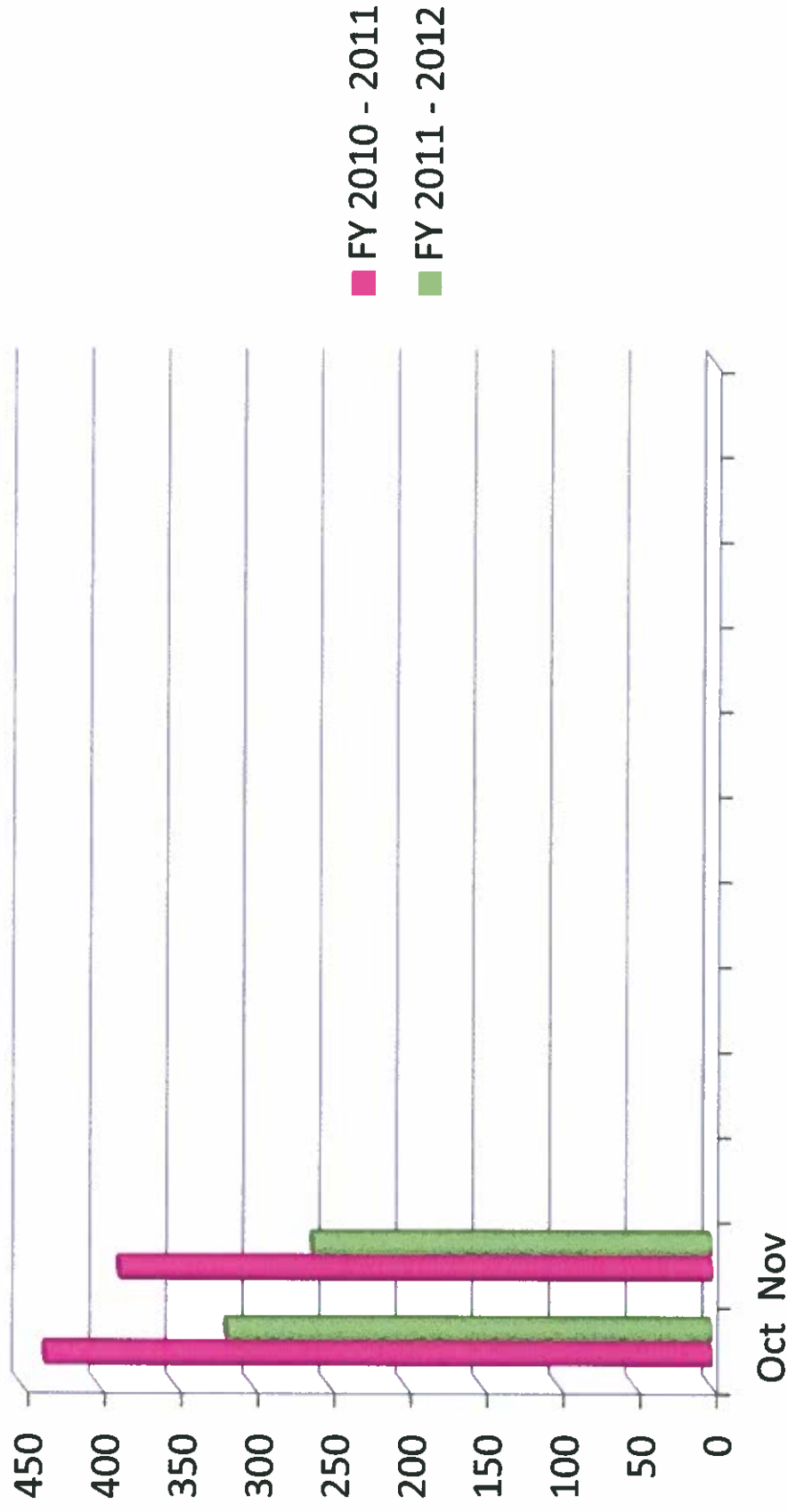
(Numbers only, not \$ amounts)



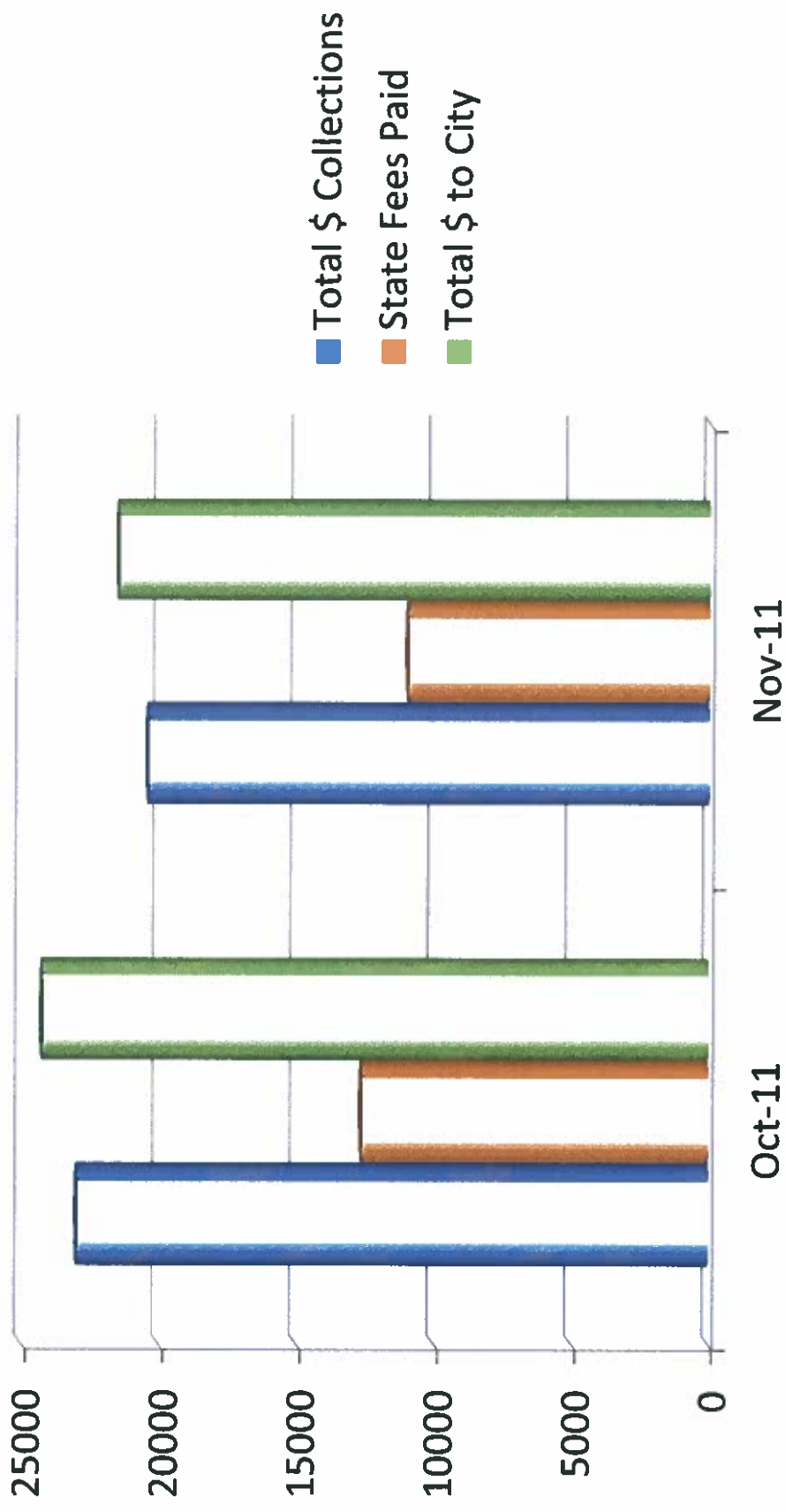
TOTAL CASES HEARD

FY 2010/2011 vs. FY 2011/2012

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

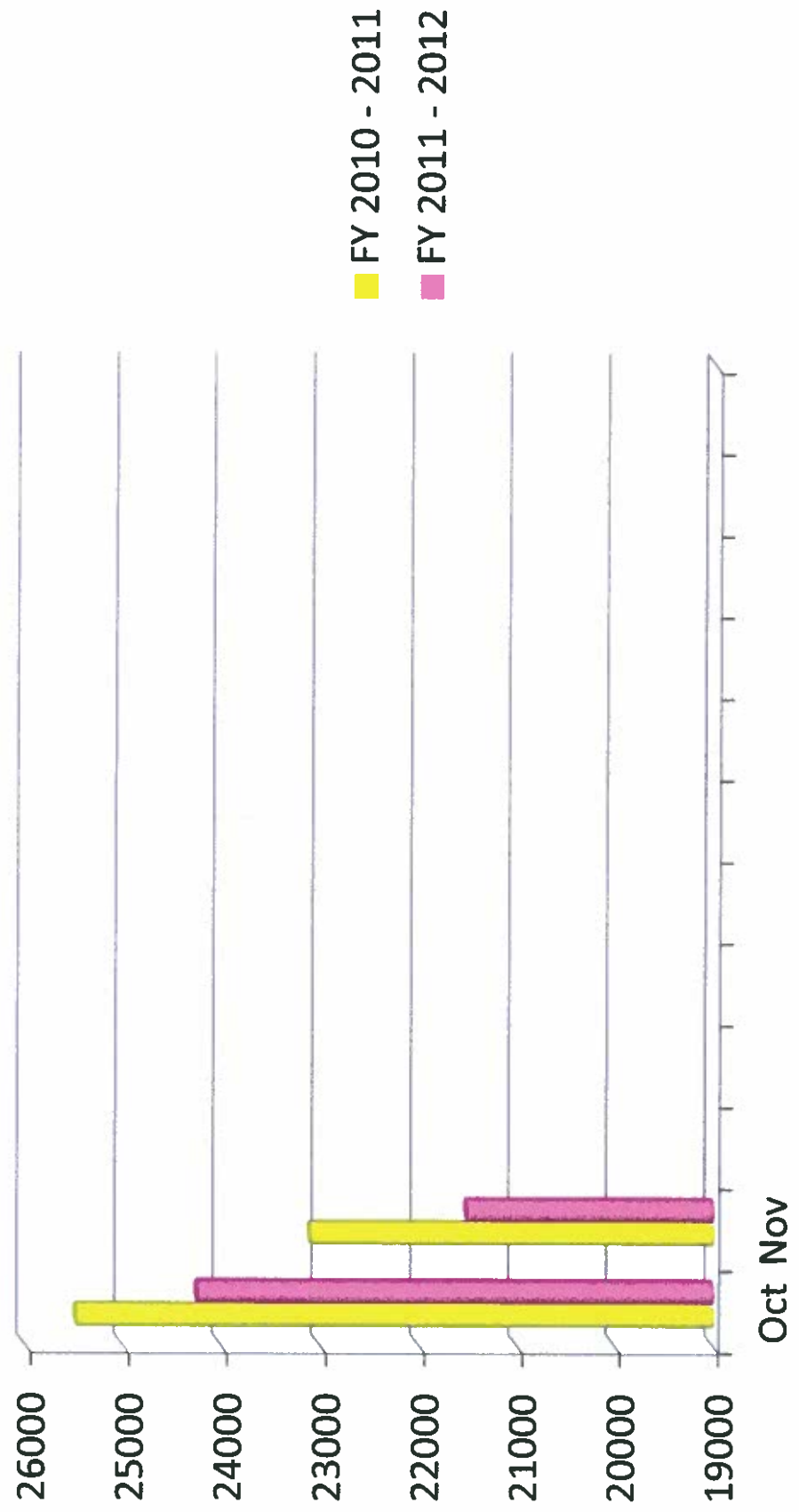


DISTRIBUTION OF TOTAL COURT COLLECTIONS



TOTAL CITY REVENUE

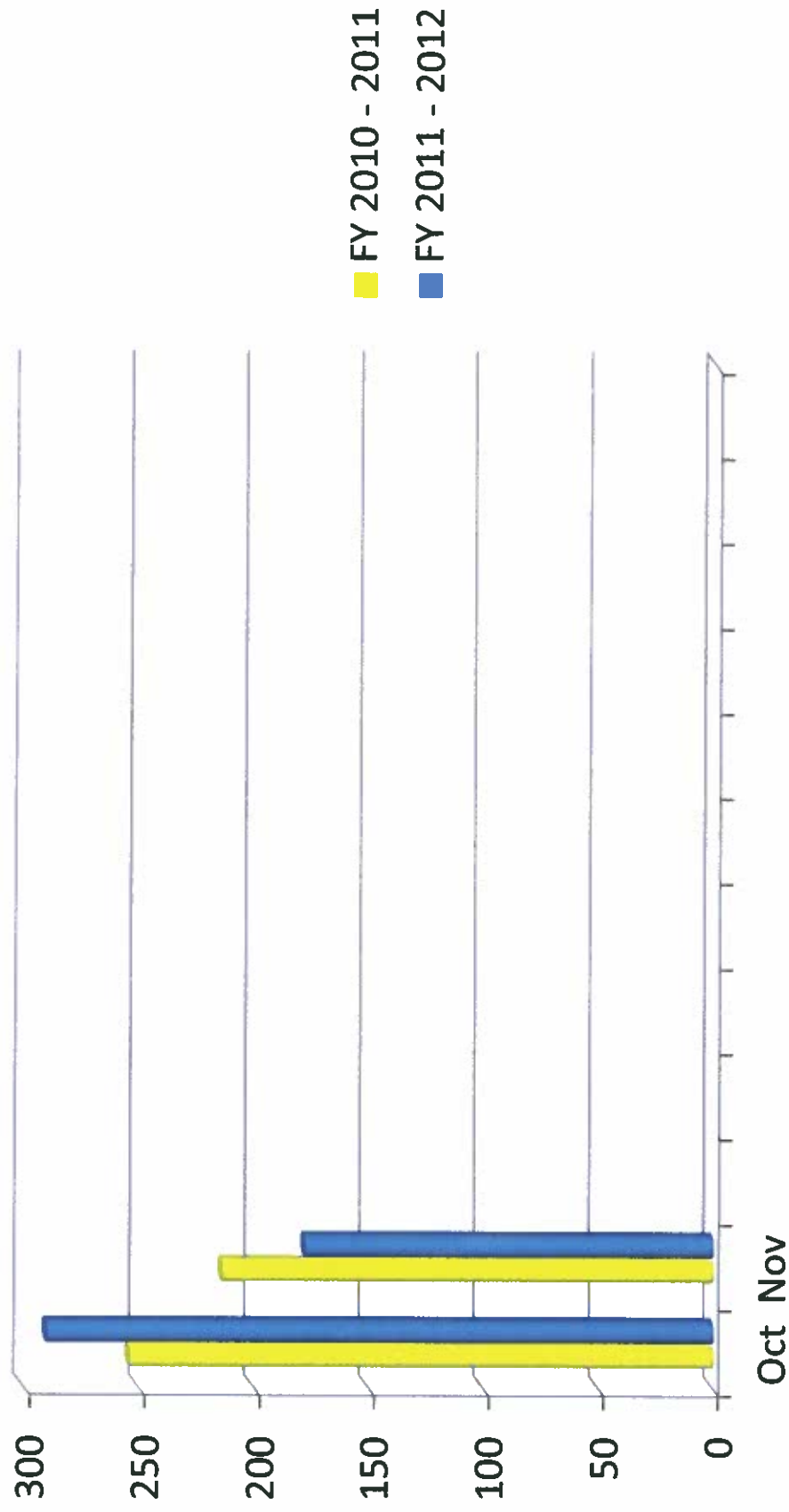
(FY 2010/2011 vs. FY 2011/2012)



FTA WARRANTS ISSUED

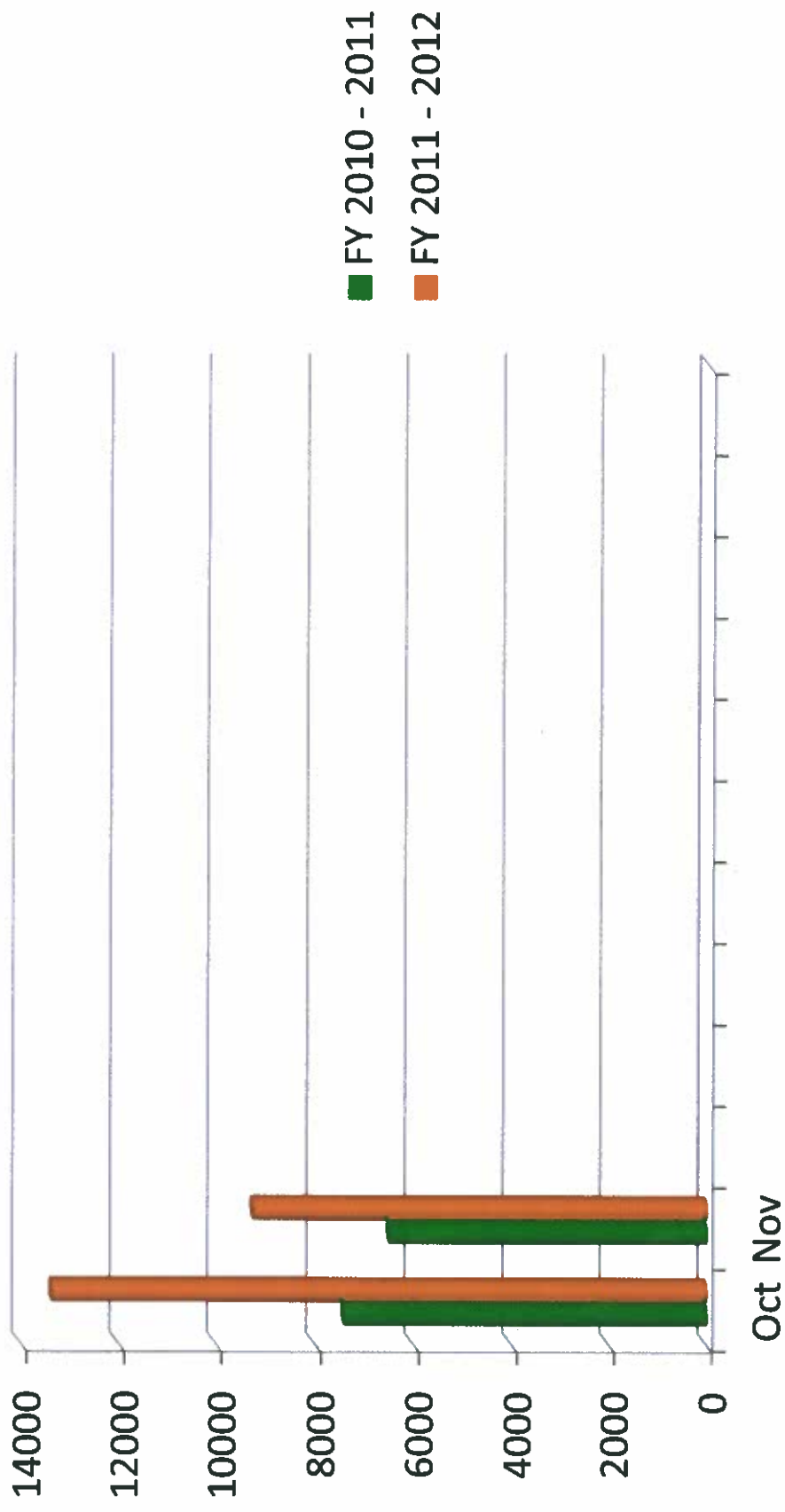
FY 2010 – 2011 vs. FY 2011 - 2012

(Numbers only, not \$ amounts)



WARRANT COMPARISON OF FINES AND FEES COLLECTED

(FY 2010 – 2011 vs FY 2011 – 2012)





WINDCREST

TEXAS

City Secretary Report for the month of November 2011

Highlights

1. Attend Racker Road Pre-Bid conference meetings
2. Met with City Manager and Fire Chief regarding fire inspections
3. Met with Rackspace officials and City's Health Inspector regarding Food Vendors and the food permit process.
4. Attend 5K "Winding Thru Windcrest" meeting with Councilperson Davis and city officials.
5. Participated in 5K "Winding Thru Windcrest" by taking photos of the race.
6. Attended WEDC meeting on November 10, 2011.
7. Attended Newsletter committee meetings.
8. Worked with the Mayor, Newsletter committee and Newsletter publisher on articles and newsletter cover.
9. Met with Light Up Committee to prepare for Light Up (December 15th-31st, 2011); ordered Light Up banners.
10. Prepared, posted and attended City Council meetings on November 7th and 21st.

Goals

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

Respectfully submitted to City Council, through the City Manager.

Heather Weidenbach

December 15, 2011

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).



WINDCREST TEXAS

Building Services Report for the month of November 2011

Highlights

1. Issued Rackspace Phase III Certificate of Occupancy (except for the Briefing Area and Main Entrance).
2. BB Inspections performed building finals for the Villas of Windcrest Apartments; Building #'s A F, R, S, & V.

Goals

1. Continue issuing building permits, performing inspections and registering contractors.

Summary

A total of 34 permits were issued for the month with permit fees totaling \$2,329.45
60 inspections were performed by BB Inspections.

Health Report – See Attached Documents

Respectfully submitted to City Council, through the City Manager.

Heather Weidenbach

December 15, 2011

SIGNATURE

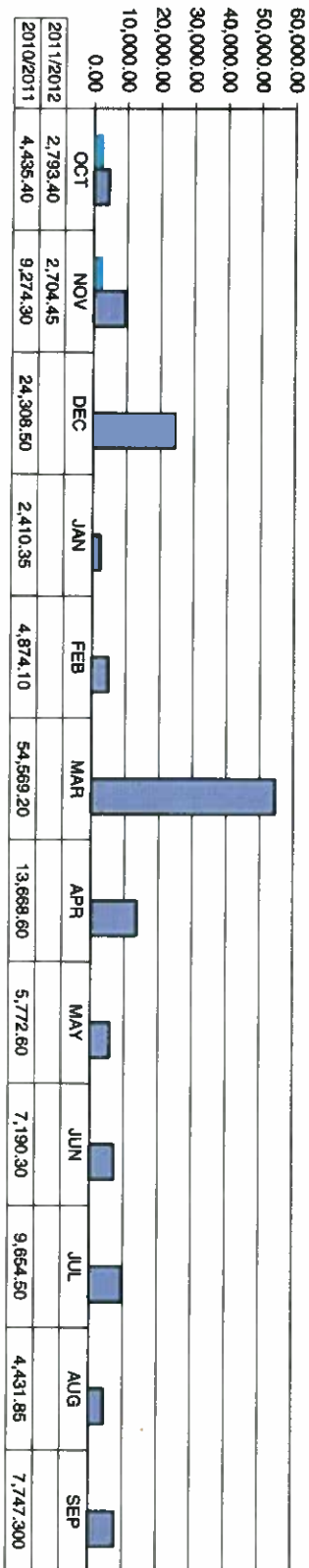
DATE

Heather Weidenbach, City Secretary/Permits

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 NUMBER OF PERMITS ISSUED BY MONTH (FY11/12)

[illegible]

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

[illegible]

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

- 1. *China Harbor:*** Hot food items are to be heated to 165F prior to placing on the service line and then held at 135F.
- 2. *IHOP:*** The inside pipes and operating system of the fryers has been surface cleaned and are still in need of additional cleaning to remove grease and food residue. Repeat discrepancy. A final notice was given to correct this item. The rest of the food preparation area has improved. One cutting board on the line needs cleaning. Reinspect on Thursday (Dec 1st).
- 3. *Taco Cabana:*** An unused can opener is bolted to a stainless steel food preparation table. Dirt has built up around the base. Unit to be removed. The sanitation sink was found at 400ppm quaternary sanitizer. Maximum allowed is 300 ppm. Add additional water and test for concentration.
- 4. *Ruth's Mexican Restaurant:*** Facility is closed.
- 5. *Valero #1055:*** Pieces of water hose are attached with automotive clamps to the faucets of the three compartment sink. These items are to be removed. Repeat item. Will follow up.

6. *China Rose:* The wall next to the back door is separating leaving a 2-3" gap to the outside allowing easing access for pests. This item must be corrected immediately. The back door seal is still not satisfactory. Repeat item. Reinspection found both items corrected. The dishwashing machine is not sanitizing. Reinspection found the unit functioning properly.

7. *JC Food Market:* Small holes large enough for mice to enter must be sealed in the back door sweep. No one has attended the food handler training course. Corrected.

8. One foster adopt home was inspected.

FOOD HANDLER SANITATION TRAINING: One food handler training class was conducted in November with 58 in attendance and 17 on line certificates validated and issued.

ORDINANCE NO. 631B

AN ORDINANCE AMENDING CHAPTER 16, PARKS AND OPEN AREAS, SUBCHAPTER 16.300 WINDCREST PARKS AND RECREATION COMMISSION, BY ENLARGING THE COMMISSION TO NINE MEMBERS AND BY APPOINTING ADDITIONAL MEMBERS TO THE CITY OF WINDCREST PARKS AND RECREATION COMMISSION.

WHEREAS, the Code of Ordinances authorizes the city council to appoint the members of the City of Windcrest Parks and Recreation Commission.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that Chapter 16, Parks and Open Areas, Sec. 16.302 of the Code of Ordinances, is hereby amended by increasing the number of members comprising the commission from five members to seven to nine numbers.

BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that the following persons are hereby appointed to be new members of the City of Windcrest Parks and Recreation Commission:

Name:

Term of Office:

___ years – December 6, 2010 to ___, 201__
___ years – December 6, 2010 to ___, 201__
___ years – December 6, 2010 to ___, 201__

By virtue of this ordinance and Ordinance 631 adopted on November 15, 2010, and one carryover, following are the members and terms of office of the Windcrest Parks and Recreation Commission:

Name:

Term of Office:

Jo Ann Hilliard	___ years – December 6, 2010 to ___, 201__
Mike Scott	___ years – December 6, 2010 to ___, 201__
Marian Monister	___ years – December 6, 2010 to ___, 201__
Dennis Dooley	___ years - November 15, 2010 to ___, 201__
Jay Eldridge	___ years - November 15, 2010 to ___, 201__
Billy Cox	___ years - November 15, 2010 to ___, 201__

PASSED and APPROVED this 5th day of December, 2011.

ALAN BAXTER, MAYOR

ATTEST:

HEATHER WEIDENBACH, CITY SECRETARY

APPROVED AS TO FORM:

MICHAEL S. BRENAN, CITY ATTORNEY

ORDINANCE NO. 2011-655 (O)

AN ORDINANCE
OF THE CITY OF WINDCREST TO TAX TANGIBLE PERSONAL PROPERTY IN
TRANSIT WHICH WOULD OTHERWISE BE EXEMPT PURSUANT TO TEXAS
TAX CODE, SECTION 11.253.

WHEREAS, the 80th Texas Legislature in Regular Session has enacted House Bill 621 to take effect on January 1, 2008 which added Tex. Tax Code ' 11.253 to exempt from taxation certain tangible personal property held temporarily at a location in this state for assembling, storing, manufacturing, processing or fabricating purposes (goods-in-transit) which property has been subject to taxation in the past; and

WHEREAS, Tex. Tax Code ' 11.253(j) as amended allows the governing body of a taxing unit, after conducting a public hearing, to provide for the continued taxation of such goods-in-transit; and

WHEREAS, the City Council of the City of Windcrest, Texas, having conducted a public hearing as required by Section 1-n(d), Article VIII, Texas Constitution, is of the opinion that it is in the best interests of the city to continue to tax such goods-in-transit.

NOW THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS THAT: The goods-in-transit, as defined Tex. Tax Code 11.253(a)(2), as amended by House Bill 621, enacted by the 80th Texas Legislature in Regular Session, shall remain subject to taxation by the City of Windcrest, Texas.

PASSED AND APPROVED this the ____th day of _____, 2011.

ALAN BAXTER, MAYOR

ATTEST:

HEATHER WEIDENBACH, CITY SECRETARY

Michael S. Brennan, City Attorney

ORDINANCE NO. 2011-656 (O)

**AN ORDINANCE AUTHORIZING COMPENSATION FOR MEMBERS OF
THE CITY COUNCIL AS PROVIDED IN SECTION 3.07 OF THE CITY
CHARTER**

WHEREAS, the City Charter in Section 3.07 authorizes the City Council to formally establish compensation for members of the City Council by ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that effective October 1, 2011, the Mayor(s) shall formally be paid a stipend of \$600.00 per month and the other members of the City Council shall formally be paid a stipend of \$120.00 per month. In addition to the monthly stipend, the City shall pay the premium for City funded health insurance for the Mayor.

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

PASSED and APPROVED this ____ day of December, 2011.

Alan Baxter, Mayor

ATTEST:

Heather Weidenbach, City Secretary

APPROVED AS TO FORM:

Michael S. Brennan, City Attorney

**City of Windcrest
Council Pay in Previous Years**

Elected Official	2006	2007	2008	2009
Leonhart	-	6,923.00	7,199.92	-
Tremblay	1,360.00	1,460.00	1,660.00	-
Bach	1,460.00	1,460.00	1,660.00	-
Bruns	-	770.00	1,460.00	-
Regan	-	-	850.00	-
Sneed	1,310.00	1,460.00	890.00	-
Total:	4,130.00	12,073.00	13,719.92	-

ELECTED AND APPOINTED OFFICIALS OUT OF POCKET REIMBURSEMENT

*Effective April, 1985

RESOLUTION NUMBER 2011-359 (R)

A RESOLUTION RATIFYING THE CITY MANAGER'S ACTION TO PROVIDE HEALTH INSURANCE TO THE MUNICIPAL FINANCE OFFICER IN EXCHANGE FOR 8 ADDITIONAL HOURS OF WORK PER MONTH.

WHEREAS, the City of Windcrest's City Manager has agreed to provide health insurance to the Municipal Finance Officer in exchanged for working 8 additional hours per month; and

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

1. The current Municipal Finance Officer will work 8 additional hours per month in exchange to being provided medical, dental and vision benefits.

DULY PASSED AND APPROVED, on the 19th day of December, 2011 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

RESOLUTION NUMBER 2011-360 (R)

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR THE CITY'S COMMUNICATIONS MAINTENANCE AGREEMENT WITH BINGER & DELGADO COMMUNICATIONS LLC.

WHEREAS, the City desires to enter into a contract for the maintenance of the City's telecommunications system with Binger & Delgado Communications LLC.

WHEREAS, Binger & Delgado Communications installed and provides the annual maintenance for the telecommunication system (Nortel Networks) currently used by the City of Windcrest.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS DOES HEREBY RESOLVE TO:

1. To enter into an agreement with Binger & Delgado Communications LLC for maintenance of the City's telecommunication system.
2. The City Manager is authorized to execute such agreement on behalf of the City.

ADOPTED as of the _____ day of _____, 2011.

CITY OF WINDCREST, TEXAS

Alan Baxter, Mayor

ATTEST:

Heather Weidenbach, City Secretary

RESOLUTION NUMBER 2011-361 (R)

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT APPOINTING MICHAEL S. BRENNAN, ATTORNEY AT LAW,
AS CITY ATTORNEY.**

WHEREAS, the City desires to enter into a contract for the engagement of the City Attorney;
and

WHEREAS, Michael S. Brennan has served as City Attorney for the City since August of
1989 and desires to continue as City Attorney as required by the City; and

WHEREAS, this agreement has been authorized by the City Council.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINDCREST,
TEXAS DOES HEREBY RESOLVE TO:**

1. To enter into an agreement with Michael S. Brennan as the City Attorney.
2. The Mayor is authorized to execute such agreement on behalf of the City.

ADOPTED as of the _____ day of _____, 2011.

CITY OF WINDCREST, TEXAS

Alan Baxter, Mayor

ATTEST:

Heather Weidenbach, City Secretary

Weidenbach, Heather

From: Castillo, Rafael Jr
Sent: Wednesday, December 14, 2011 4:44 PM
To: Weidenbach, Heather; Mangham, Sarah (smangham@windcrest-tx.gov); Michael Brennan
Cc: Homer L. Guy A.I.A., P.E. (hguy@rkci.com); Gamboa, Chris
Subject: FW: Evaluation of bids for Rooftop HVAC units

Importance: High

Additional information for the Dec 19th CC Meeting



*Rafael Castillo, Jr.
City Manager
p: 210.655.0022 ext. 2120
f: 210.655.8776
rcastillo@windcrest-tx.gov
8601 Midcrown
Windcrest, TX 78239
www.windcrest-tx.gov*

From: William L. Raba [mailto:wraba@rkci.com]
Sent: Thursday, December 01, 2011 2:49 PM
To: Homer L. Guy; Castillo, Rafael Jr
Subject: RE: Evaluation of bids for Rooftop HVAC units

Good recap, wish we could help immediately however too much risk for the city, Homer, how long to develop a scope of work?

William L. Raba
President
Raba-Kistner Consultants, Inc.
12821 W. Golden Lane
San Antonio, TX 78249
Phone: (210) 699-9090
Fax: (210) 699-6426
Email: wraba@rkci.com
www.rkci.com

TBPE Firm Number 3257

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From: Homer L. Guy
Sent: Thursday, December 01, 2011 12:23 PM
To: Castillo, Rafael Jr
Cc: William L. Raba
Subject: Evaluation of bids for Rooftop HVAC units

Rafael,

Since your call on Tuesday afternoon, I've studied the various bids from the three bidders. Clearly, the bidders are not bidding on the same units, the same accessories, or even the same number of units. From my conversations with the various bidders, the request for bids was based upon a telephone call rather than transmitted in writing. I also understand that both Mr. Lackey and Mr. Caneda have recently retired and their complete files regarding this bid are not available.

I realize that you wanted a quick evaluation of the bids because one set of bids expires on December 6th; however, I'm concerned that any selection based upon this bid process may expose the City of Windcrest to a bid protest, excessive change orders, bad publicity, and/or legal action. Considering the bids and request for bid information we have, I'm not sure that a fair/ethical selection could be made...or would appear to be fair or ethical.

I would recommend that you recompet the invitation for bids with written requirements and specifications. There is enough variation between the performance of the submitted units and the prices that "leveling the playing field" through a clear understanding of the bid requirements could offset any increase in bid price from the expiring bid. I'd also recommend specifying how the selection of units and options would be evaluated just to ensure transparency and "above board-ness" to the offer process.

As you know, we have the ability to write the bid package, answer RFIs, evaluate bids/proposals, recommend the successful offeror, monitor installation, recommend acceptance, and enforce the warranty on your behalf. I know that obligating the money for this HVAC project as soon as possible is important so I would be happy to send you a scope of work and a proposal for proposed services. However, as you have other projects that may require our assistance, I respectfully suggest we also jointly work toward a Master Service Agreement to ensure you can contractually reach us in minimal time.

Sorry for the bad news regarding the bids, however, Raba-Kistner appreciates the confidence you've placed in us and we want to repay you with our best engineering and contractual counsel.

Very respectfully,
Homer

From: Mangham, Sarah [<mailto:smangham@windcrest-tx.gov>]
Sent: Thursday, December 01, 2011 10:39 AM
To: Gamboa, Chris
Cc: Homer L. Guy
Subject: RE: Pls send the request for bids for the HVAC units

Homer / Chris:

I am in the dark about the bid process as well. Not sure what David did on this. If it appears they are all bidding on different specs, we may need to rebid on based on the same specs.



Sarah Mangham, CGFO

Municipal Finance Officer
p: 210.655.0022 ext. 2410
f: 210.655.8776
smangham@windcrest-tx.gov
8601 Midcrown
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From: Gamboa, Chris
Sent: Thursday, December 01, 2011 7:07 AM
To: Mangham, Sarah
Subject: FW: Pls send the request for bids for the HVAC units

Sarah, can you help with this?
Chris

From: Homer L. Guy [<mailto:hguy@rkci.com>]
Sent: Thursday, December 01, 2011 6:58 AM
To: Gamboa, Chris
Subject: RE: Pls send the request for bids for the HVAC units

Pls ask Sarah to give me a call at 210.699.9090...the bid requests might have been verbal.
Thanks

From: Gamboa, Chris [<mailto:cgamboa@windcrest-tx.gov>]
Sent: Thursday, December 01, 2011 6:56 AM
To: Homer L. Guy
Subject: RE: Pls send the request for bids for the HVAC units

Don't know what to say, only that I can try to find the information you are requesting.
I will have to ask Sarah when she comes into work.

From: Homer L. Guy [<mailto:hguy@rkci.com>]
Sent: Thursday, December 01, 2011 6:43 AM
To: Gamboa, Chris
Subject: RE: Pls send the request for bids for the HVAC units

Thanks Chris

I'm trying to make sure everyone is bidding on the same bid request...seems they are all bidding on something different.

From: Gamboa, Chris [<mailto:cgamboa@windcrest-tx.gov>]
Sent: Thursday, December 01, 2011 5:56 AM
To: Homer L. Guy
Subject: RE: Pls send the request for bids for the HVAC units

Good Morning Mr. Guy,

I have not received this information, But will look into it.

Quick note; David Cadena was the person who applied for this grant. He is now retired from the city and the folder was passed down just the way you received it.

Thanks

Chris

From: Homer L. Guy [<mailto:hguy@rkci.com>]
Sent: Wednesday, November 30, 2011 3:40 PM
To: Gamboa, Chris
Subject: Pls send the request for bids for the HVAC units

Hi Chris,

I'm working on the review of the bids. You gave me the grant information but I don't have a copy of the request for bids. Can you send? Thanks,
Homer

Homer L. Guy, PE, AIA, DBIA, LEED AP, PMP, CFM
Director, Federal Services
Raba-Kistner Consultants, Inc.
12821 W. Golden Lane
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Tel: 210.699.9090
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Visit our federal website at: <http://federalrabakistner.com>

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Weidenbach, Heather

From: Castillo, Rafael Jr
Sent: Wednesday, December 14, 2011 4:43 PM
To: Weidenbach, Heather; Mangham, Sarah (smangham@windcrest-tx.gov); Michael Brenan
Cc: Homer L. Guy A.I.A., P.E. (hguy@rkci.com); Gamboa, Chris
Subject: FW: Evaluation of bids for Rooftop HVAC units
Attachments: PSR11-193-00 Windcrest HVAC replacement, DRAFT Proposal.pdf

Importance: High

This is the Item for the Dec. 19th CC meeting



*Rafael Castillo, Jr.
City Manager
p: 210.655.0022 ext. 2120
f: 210.655.8776
rcastillo@windcrest-tx.gov
8601 Midcrown
Windcrest, TX 78239
www.windcrest-tx.gov*

From: Homer L. Guy [mailto:hguy@rkci.com]
Sent: Friday, December 02, 2011 2:38 PM
To: William L. Raba
Cc: Castillo, Rafael Jr
Subject: RE: Evaluation of bids for Rooftop HVAC units

Mr. Castillo,

I've attached a draft proposal itemizing the steps and costs to prepare and administer the bid package for, and oversee the replacement of the rooftop HVAC units. Please let me know if you have any questions.

Have a great weekend and I'll see you on Monday.

Best regards,
Homer

From: William L. Raba
Sent: Thursday, December 01, 2011 2:56 PM
To: Homer L. Guy
Cc: Castillo, Rafael Jr
Subject: RE: Evaluation of bids for Rooftop HVAC units

Rafael, should we proceed?

William L. Raba

President
Raba-Kistner Consultants, Inc.
12821 W. Golden Lane
San Antonio, TX 78249
Phone: (210) 699-9090
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From: Homer L. Guy
Sent: Thursday, December 01, 2011 2:50 PM
To: William L. Raba
Cc: Castillo, Rafael Jr
Subject: Re: Evaluation of bids for Rooftop HVAC units

I can get one out in the morning.

Sent from my iPhone

On Dec 1, 2011, at 2:48 PM, "William L. Raba" <wraba@rkci.com> wrote:

Good recap, wish we could help immediately however too much risk for the city, Homer, how long to develop a scope of work?

William L. Raba

President

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<image001.jpg>

Sarah Mangham, CGFO

Municipal Finance Officer

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f: 210.655.8776

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Director, Federal Services
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Proposal No., PSR11-193-00
December 2, 2011

Raba-Kistner Consultants, Inc.
12821 W. Golden Lane, San Antonio, TX 78249
P.O. Box 690287, San Antonio, TX 78269-0287
(210) 699-9090 • FAX (210) 699-6426
www.rkci.com
T&PE Firm F-3257

Rafael Castillo, Jr.
City Manager
City of Windcrest
8601 Midcrown Drive
Windcrest, TX 78239

**RE: Consulting Engineering Services
Replace Roof-Mounted HVAC Units, City Hall,
City of Windcrest, Texas**

Dear Mr. Castillo:

In accordance with your request, **Raba-Kistner Consultants, Inc. (R-K)** is pleased to submit this proposal for Consulting Engineering Services to the City of Windcrest (Client) for the above referenced project.

Project Description

R-K Facilities proposes to perform the following scope of work for a total amount of **\$3,323.90** with the option to conduct a pre-bid site visit for an additional **\$598.00**.

Draft Request for Proposal: Project Engineer 8 hrs @ \$149.50/hr + Administrative 3.0 hours at \$64.80

-Includes:

- Preparation of bid package.
- Solicitation advertisement language.
- Rank "bid" options
- Statement of Vendor evaluation and selection criteria.
- Research of CPS rebate program.

Conduct pre-bid site visit (if required) Project Engineer 4 hrs at \$149.50.

Evaluate vendor proposals Project Engineer 3 hrs @ \$149.50/hr.

-Includes:

- Clarify bids and compare features.
- Verify submitted catalog cuts and bids.
- Estimate cost savings from higher SEER ratings.

Oversee installation and perform acceptance inspections:

- 6 site visits @ 2 hrs each for Construction Manager @ \$78.00/hr.
- 1 site visit @ 2 hrs for project engineer @ \$149.50.

To accomplish this objective, R-K will produce all deliverables in writing.

Project Schedule

We are able to begin working on this project as soon as we receive written authorization to proceed.

Project Fee

Recap of proposed pricing					
Element of Work	Personnel	Hours	Rate	Travel	Subtotal
Draft Request for Proposal	Project Engineer	8 hrs	\$149.50/hr		\$1196.00
	Administrative	3 hrs	\$64.80/hr		\$194.40
Evaluate vendor proposals	Project Engineer	3 hrs	\$149.50/hr		\$448.50
Oversee installation	Construction Manager	6 visits at 2 hrs each	\$78.00/hr	\$250.00	\$936.00 + \$250.00
	Project Engineer	1 visit at 2 hrs	\$149.50/hr		\$299.00
				Total	\$3323.90
Optional:					
Conduct pre-bid site visit (if required)	Project Engineer	4 hrs	\$149.50/hr		\$598.00

Acceptance

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out in accordance with this letter and the following attachments:

Attachment

I

Description

Standard Terms and Conditions

Please return one signed copy of this letter proposal to provide written authorization for our firm to complete work on the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

R-K considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part of any purpose other than to evaluate this proposal.

Very truly yours,

RABA-KISTNER CONSULTANTS, INC.

Accepted By _____
(Signature)

(Typed or Printed Name)



Homer L. Guy, A.I.A., P.E., DBIA, LEED AP,
PMP, CFM
Director, Federal Services

(Title)

Date: _____

HLG/jp

Attachments

Copies Submitted: Above (2)

ATTACHMENT I

RABA-KISTNER COMPANIES

STANDARD TERMS AND CONDITIONS

1. **SERVICES.** Raba-Kistner Consultants, Inc. (R-K) is being engaged by the CLIENT to render professional services involving only R-K's tests and observation reports, advice, judgment and opinion. R-K shall apply professional judgment in determining the extent to which R-K complies with any given standard identified in R-K's instruments of professional services.
2. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct R-K to utilize or rely upon certain information in the performance of R-K's services. R-K will not conduct an independent evaluation of the accuracy or completeness of such information and shall not be responsible for any errors or omissions in such information. The CLIENT shall be responsible for providing the location of all underground utilities and other structures in the vicinity of our borings or excavations. R-K will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.
3. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of R-K's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. R-K shall be responsible for supervision and site safety measures of its own employees and subconsultants and shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT'S contractors, subcontractors, or other parties present at the site.
4. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands R-K's layout of boring and test locations is approximate and that R-K may deviate a reasonable distance from those locations. R-K will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.
5. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to R-K are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, R-K may call for renegotiation of appropriate portions of this Agreement. R-K shall notify the CLIENT of the changed conditions necessitating renegotiation, and R-K and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If changes cannot be agreed to with respect to changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.
6. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. R-K will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if delegated to contractor) for notifying and scheduling R-K so R-K can perform these services. R-K shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and R-K's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. R-K will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.
7. **ESTIMATE OF FEES FOR CONSTRUCTION AND MATERIALS TESTING SERVICES.** If included as part of R-K's proposal, R-K will, to the best of its ability, perform the scope of services related to Construction and Materials Testing Services within the proposed fee estimate provided by R-K. R-K's proposal fees are based upon an estimate of the services required to meet the requirements of the project as listed in the specification and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because the contractor has sole control over the project and determines the means and methods used to build/construct the project, R-K's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment of all services provided, including retests of contractor's failed areas.
8. **RIGHT TO RETAIN SUB-CONSULTANTS.** CLIENT acknowledges that while performing the services and work products, situations or circumstances may occur where R-K determines that in its judgment the services of sub-consultants may be necessary.
9. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide R-K with all information within CLIENT'S possession or knowledge as to the potential or presence of toxic or hazardous materials or pollutants at the site. CLIENT agrees that R-K neither created nor contributed to the creation or existence of any toxic or hazardous materials or pollutants. In no event shall R-K be required to sign a hazardous waste manifest or take title to any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while performing R-K's services, R-K reserves the right to stop field operations and notify the CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. R-K and CLIENT must mutually agree to remobilize.
10. **NO THIRD-PARTY BENEFICIARIES.** The services and any report prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either R-K or CLIENT.
11. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, R-K has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.

12. **STANDARD OF CARE.** R-K shall perform its professional services in accordance with the standard of care and diligence normally practiced by recognized professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that R-K makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work products.
13. **LIMITATION OF LIABILITY.** To the greatest extent permitted by law, CLIENT'S sole remedy against R-K for claims and liabilities in any way arising out of or directly or indirectly related to the error, omission, or other professional negligence of R-K's work for CLIENT will not exceed an aggregate limit of \$100,000 or the amount of R-K's fee, whichever is greater for that portion of R-K's work found to be defective, regardless of the legal theory which remedy is sought, whether based on negligence (whether sole or concurrent, active or passive), breach of contract, breach of warranty, strict liability or otherwise.
14. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor R-K will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.
15. **SUSPENSION OF SERVICES.** If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, R-K may suspend performance of services upon seven (7) calendar days' notice to the CLIENT. R-K shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension. Upon payment in full by the CLIENT, R-K may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for R-K to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by R-K. Payment to R-K for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
16. **INDEMNIFICATION.** TO THE FULLEST EXTENT PERMITTED BY LAW, R-K AGREES TO INDEMNIFY AND HOLD THE CLIENT HARMLESS FROM AND AGAINST LIABILITIES, DAMAGES AND COSTS TO THE EXTENT CAUSED BY R-K'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT AND TO THE EXTENT THAT R-K IS RESPONSIBLE FOR THE LIABILITIES, DAMAGES AND COSTS ON A COMPARATIVE BASIS OF FAULT AND RESPONSIBILITY BETWEEN R-K AND THE CLIENT. NEITHER CLIENT NOR R-K IS RESPONSIBLE FOR DAMAGES OR LIABILITIES CAUSED BY THE NEGLIGENCE OF THE OTHER PARTY. IN NO EVENT SHALL THE INDEMNIFICATION OBLIGATION EXTEND BEYOND THE DATE WHEN THE INSTITUTION OF LEGAL OR EQUITABLE PROCEEDINGS FOR PROFESSIONAL NEGLIGENCE WOULD BE BARRED BY AN APPLICABLE STATUTE OF REPOSE OR STATUTE OF LIMITATIONS. THIS INDEMNIFICATION EXPRESSLY EXCLUDES THE DUTY OF R-K TO DEFEND THE CLIENT. HOWEVER, THE ABSENCE OF THE DUTY TO DEFEND SHALL NOT PRECLUDE THE CLIENT FROM SEEKING RECOVERY OF ITS REASONABLE ATTORNEYS' FEES AS PART OF ITS DAMAGES. THE CLIENT AGREES TO LOOK SOLELY TO THE CORPORATE ASSETS, INCLUDING BUT NOT LIMITED TO INSURANCE POLICIES, OF R-K, WITH RESPECT TO SATISFACTION OF ANY LIABILITIES THAT MAY ARISE OUT OF THE PERFORMANCE OF THIS AGREEMENT. ACCORDINGLY, NO EMPLOYEE, PRINCIPAL, DIRECTOR, OFFICER, PARTNER, OR SHAREHOLDER OF R-K SHALL BE SUBJECT TO ANY PERSONAL LIABILITY ARISING OUT OF OR RELATING TO THE PERFORMANCE OF THIS AGREEMENT.
17. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversy between R-K and CLIENT arising out of or in any way related to the services provided by R-K shall be submitted to mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, the CLIENT assents to personal jurisdiction in the State of R-K's principal place of business; the claim will be brought and tried in judicial jurisdiction of the court of the county where R-K's principal place of business is located, and CLIENT waives the right to remove action to any other county or jurisdiction; and the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses. As a condition precedent to mediation of any claim arising out of the services provided under this Agreement, CLIENT shall obtain the written opinion from a registered, independent, and reputable professional engineer that R-K has violated the standard of care applicable to R-K's performance of services, in a form that meets the requirements of Texas Civil Practice & Remedies Code Chapter 150.
16. **TERMINATION OF CONTRACT.** CLIENT and R-K may terminate services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate R-K for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. R-K will terminate services without waiving any claims or incurring any liability.
19. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date on which R-K issues its report under this Agreement; or (2) if R-K is retained to perform construction observation, the date of substantial completion of the project.
20. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.
21. **NO ASSIGNMENT.** Neither R-K nor CLIENT shall assign, sublet, or transfer its interest in this Agreement without the express written consent of the other.
22. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.
23. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.

Weidenbach, Heather

From: Castillo, Rafael Jr
Sent: Thursday, December 15, 2011 10:25 AM
To: Weidenbach, Heather
Subject: Windsor Park Shopping Center "Road"

Respectfully,

Rafael Castillo Jr.

This e-mail and any files transmitted are confidential, and are intended solely for the use of the individual to whom this email is addressed.

Msg sent from iPhone, please disregard any misspelled words and grammar.

Begin forwarded message:

From: "Dan Nixon" <dnixon@whitestonereit.com>
Date: December 12, 2011 11:41:59 AM CST
To: "Baxter, Alan" <ABaxter@windcrest-tx.gov>, "Castillo, Rafael Jr" <rcastillo@windcrest-tx.gov>
Cc: "Jim Mastandrea" <jmastandrea@whitestonereit.com>, "John Dee" <jdee@whitestonereit.com>

Dear Mayor Baxter and City Manager Castillo:

Jim, John and I enjoyed speaking with you last Wednesday afternoon with regard to the Fourwinds Drive rededication to the City of Windcrest. Based on our discussion, it is our understanding that you will support and present to City Council on December 19th, the rededication of the remaining 28' portion of Fourwinds Drive to the City of Windcrest and the payment of \$89,653 to Whitestone for the incremental cost to widen Fourwinds Drive from 24' to 28'. The rededication of Fourwinds Drive needs to be contingent upon the approval of certain tenants (University of Phoenix and Ross Dress For Less), whose leases contain a site plan exhibit of the shopping center and parking field (with a control area from the main entrance to the northern portion of the parking lot) showing Fourwinds Drive at 24' and more parking spaces than the proposed configuration will provide. Because increasing the width of the road changes the parking configuration within their control areas, they must approve this change. Therefore, we believe it prudent to request from Council the right to fund the \$89,653 subject to those approvals.

Please let me know if you have any questions or would like to discuss this further.

Best regards,

Daniel E. Nixon

Senior Vice President, Regional Director



WHITESTONE REIT

2600 S. Gessner Road, Suite 500

Houston, TX 77063

P 713 435 2237

F 713 465 8847

M 281 889 0197

E dnixon@whitestonereit.com

W <http://www.whitestonereit.com>



WHITESTONE REIT
Creating Communities in Our Properties™

December 1, 2011

Mayor Alan E. Baxter
City of Windcrest
8601 Midcrown
Windcrest, TX 78239

RE: Fourwinds Drive at Windsor Park Centre

Dear Mayor Baxter:

We will be resubmitting our construction drawings for the roadwork on Fourwinds Drive, between Windcrest Drive and Crestwind Drive, directly in front of the parking lot of our Windsor Park Centre. The construction drawings were updated for the comments our civil engineer CEI Engineering Associates, Inc. received from the City of Windcrest engineering firm Don McCrary & Associates, Inc. by letter dated October 31, 2011 from Edmund McNew to City Manager Rafael Castillo (letter attached).

The construction drawings as submitted show Fourwinds Drive being 24 feet wide upon completion. An alternative that Jim Mastandrea, Whitestone REIT Chairman & CEO, and I discussed with you and Rafael Castillo on October 26, 2011, and further discussed by our Dan Nixon, Regional Director – Sr. V-P, and Rafael Melara, Director of Whitestone's Hispanic Division, with Rafael Castillo on November 4, 2011, and then summarized in an e-mail from Dan Nixon to Rafael Castillo on November 8, 2011 (e-mail attached) would be to widen the Fourwinds Drive to 28 feet. The additional cost for widening the Fourwinds Drive from 24 feet as noted in Section 3 of the Windcrest Fourwinds Drive Agreement (agreement attached), to 28 feet and the addition of curbing at the end of each parking aisle requested by the City is \$89,653, which would be the City's responsibility as it represents the incremental cost for the requested changes (contractor's bid attached). Whitestone REIT will be paying approximately \$250,000 for the cost of its roadwork.

We understand that the City wants Fourwinds Drive to be 28 feet wide and for the road to be deeded back to the City after the completion of our work. We offered to deed back Fourwinds Drive to the City in exchange for certain items listed in Dan Nixon's November 8th e-mail. We have not had a response to our e-mail, and accordingly, we will resubmit our construction drawings for Fourwinds Drive to be 24 feet wide, rather than 28 feet wide until we have an agreement with the City. We have commitments to our tenants at Windsor Park Centre requiring us to complete the roadwork in early 2012. In fact, at this time, we had planned to be completed for the portion of Fourwinds Drive in front of the University of Phoenix so as to be done before the holiday shopping season began. We are hopeful to finalize a commitment from the City of Windcrest for the items listed in Dan Nixon's e-mail quickly.



WHITESTONE REIT

Creating Communities in Our Properties™

We remain enthusiastic and excited about completing this portion of Windsor Park Centre's renovation and opening stores for new tenants, including Ross Dress For Less, Skechers, and Mattress Firm, and know you are as well as it will provide additional jobs and revenues for the City. We look forward to meeting and finalizing this with you soon.

Very truly yours,

John J. Dee

Chief Operating Office

Copy: ✓ Rafael Castillo, Jr., Windrest City Manager

Daniel E. Nixon, Jr., Whitestone REIT Senior VP – Regional Director

James C. Mastandrea, Whitestone REIT Chairman & CEO



October 31, 2011

City of Windcrest
5601 Midcrown
Windcrest, TX 78239

Attn: Rafael Castillo – City Manager

Re: Windsor Park Center – Construction Plans (Approval Denied)

Dear Rafael:

Don McCrary & Associates, Inc. in its capacity as the City's engineer has completed its review of the construction plans for Windsor Park Center 8510 Fourwinds Drive. The plans, as submitted by CEI Engineering Associates, Inc. are not in substantial compliance with the City of Windcrest requirements. The following items must be revised and be resubmitted for further review.

1. Show underground utilities.
2. Acquire TXDOT permit for all work in TXDOT R.O.W. (IH 35 entrance at Windcrest Dr.)
3. Make all curb returns radii 25' minimum.
4. Identify apparent utility lines on site plans (dashed and shaded lines).
5. Provide calculations and details on the grate inlet and piping.

Please call should you have any questions.

Sincerely,

Edmond McNew
Vice-President

Cc: CEI Engineering Associates, Inc.

EM/ad

Job Number: 11001

From: Dan Nixon
Sent: Tuesday, November 08, 2011 2:26 PM
To: Castillo, Rafael Jr
Cc: Jim Mastandrea; John Dee; Rafael Melara
Subject: FW: Recent Meeting

Rafael:

Rafael Melara and I enjoyed meeting with you and Mr. Neeper last Friday. While the deeding of Fourwinds Drive was important to Whitestone REIT ("Whitestone") to make the decision to invest a substantial amount of capital into Windsor Park Centre (the "Shopping Center") to turn the property around, Whitestone would consider the following to make it economically viable to deed back the remainder of Fourwinds Drive to the City of Windcrest (the "City"):

- **Parking Spaces:** The University of Phoenix and Ross Stores site plan exhibits requires a total of 889 parking spaces in the shopping center which equates to an overall parking ratio of 4.53 cars per 1,000 square feet of leasable area. The plan that we showed you on Friday with the 28' drive lane provided 898 parking spaces (not counting the spaces in back of the proposed restaurant building at the south end of the center). Although we seem to meet the parking count requirements under the Ross and University of Phoenix leases, it is provided in a different configuration than what each approved as evidenced on their lease exhibits and would therefore require approval on the part of each prior to finalizing any agreement with the City.
- **Digital Sign:** It is very important to our tenants and the success of their respective businesses to have a digital style electronic pylon sign on the west side of our property facing I-35 to promote the businesses in the Shopping Center as well as others. Whitestone is requesting the right for this sign.
- **Curbing:** Whitestone is requesting that the City agree and provide standard curbing at the end each parking aisle. The drive lanes servicing those parking spaces need to be open to Fourwinds Drive.
- **Cost:** Whitestone would pay to extend the drive lanes and parking spaces as shown on the plan and the City would create the aforementioned curbing. The City would make any improvements necessary on the remaining 28' wide road. Whitestone would not reimburse the City for any portion of Fourwinds Drive that it required for parking prior to deeding it back to the City.
- **Crosswind Drive Closure:** To help Whitestone recover a portion of its costs for deeding over the 28' road to the City, the City would deed over to Whitestone, Crosswind Drive and approve its closure, subject to the reasonable approval of public fire and safety services, to provide Whitestone the opportunity to expand the Shopping Center so that it might add a sit down restaurant(s) to the Shopping Center.
- **New Outparcel:** Finally, similar to Crosswind Drive, to help Whitestone recover a portion of its costs, Whitestone would like the City to approve a new outparcel at the south end of the Shopping Center so that it might add a drive through "coffee" type retailer to the Shopping Center.

Rafael, these six (6) points are important to Whitestone as such relates to Whitestone deeding back the remaining portion of Fourwinds Drive to the City. We are looking forward to providing the residents of the City a "top notch" shopping center through our extensive renovation and bringing in new retailers as we have with Ross Dress For Less, Skechers and Mattress Firm (opening in 2012) and working with you and Mayor Baxter throughout this process and beyond.

Best regards,

Daniel E. Nixon
Senior Vice President, Regional Director



WHITESTONE REIT

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Houston, TX 77063
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E dnixon@whitestonereit.com
W <http://www.whitestonereit.com>

WINDCREST FOURWINDS DRIVE AGREEMENT

WHEREAS, a portion of Fourwinds Drive (hereinafter referred to as "Fourwinds") traverses the Windsor Park Shopping Centre at 8680 Fourwinds Drive in Windcrest, Texas (hereinafter referred to as "Centre"); and

WHEREAS, Whitestone REIT (hereinafter referred to as "Whitestone") is the owner of Centre and therefore owns the underlying fee simple title to the portion of Fourwinds Drive which traverses the Centre; and

WHEREAS, Whitestone has requested the City of Windcrest (hereinafter referred to as "Windcrest") to vacate and abandon the portion of Fourwinds which traverses the Centre in order to promote additional development in Centre and Windcrest; and

WHEREAS, the City Council of Windcrest considered Whitestone's request at a Special City Council Meeting on May 3, 2010, determined that such request was in the public interest and voted to approve Whitestone's request in part subject to certain limitations and conditions.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, for a good and valuable consideration, the sufficiency which is hereby acknowledged, Windcrest and Whitestone agree as follows:

1. Windcrest hereby vacates and abandons the portion of Fourwinds Drive platted in the plat of Windsor Park Retail Subdivision Unit 32, recorded in Volume 9524, Page 146 of the Plat Records of Bexar County, Texas, and as depicted in the attached Exhibit "A" to Whitestone REIT Operating Company IV, L.L.C.

2. In consideration of such vacation and abandonment, Whitestone hereby dedicates the 0.87 acre easement depicted on the attached Exhibit "A" to Windcrest and the public for use as a twenty-four (24') foot wide unobstructed driveway.

3. Whitestone and its successors and assigns shall perpetually maintain the twenty four (24') foot driveway easement depicted in the attached Exhibit "A" in good and useable condition, including paving and striping for two lanes of travel in opposite directions. In the event Whitestone fails to maintain such easement in good and useable condition, Windcrest may make any needed repairs or provide needed maintenance and shall be reimbursed for the reasonable cost thereof by Whitestone, or its successors or assigns, within thirty (30) days from demand therefor. If Whitestone fails to timely make such reimbursement, Windcrest may file a lien against Centre for the cost of such repairs and maintenance and may foreclose its lien as provided by Texas law for private foreclosure sales, or Windcrest may pursue any other remedy authorized by law for the collection of such costs, including attorney's fees.

4. Whitestone shall be solely responsible for the relocation and/or replacement of public utilities displaced or to be moved on account of the roadway abandonment and easement dedication

authorized herein. Whitestone's sole responsibility furthermore includes any modification, replacement or enhancement of stormwater or other environmental improvements arising from the roadway abandonment and easement dedication authorized herein.

5. As part of the consideration for the foregoing, Whitestone agrees to keep the Centre clean, neat and free of litter, weeds, trash and other unsightly debris, and shall promptly remove graffiti or other defacements of the Centre which would negatively affect the beauty of Windcrest. Whitestone furthermore shall, subject to the rights of existing tenants, make reasonable efforts to discourage the loading, unloading or parking of large trucks between the Centre and the residential neighborhood adjacent to it between the hours of 10:00 p.m. and the following 6:00 a.m. If tenant leases do not prohibit the loading, unloading or parking of large trucks between the Centre and the residential neighborhood adjacent to it between the hours 10 p.m. and 6 a.m., then all future leases and lease renewals shall include such wording.

6. Whitestone represents and warrants to Windcrest that it is the owner of the Centre and has the unrestricted right and authority to execute this agreement and that the persons executing this agreement on behalf of Whitestone are authorized to execute this agreement. If lender approval is required for the execution of this agreement, such lender approval shall be attached hereto and made a part hereof for all purposes.

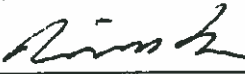
7. Whitestone shall indemnify, defend and hold Windcrest harmless from and against any and all loss, damage, liability, claims, causes of actions, costs and expenses that may be incurred by Windcrest arising out of or in connection with the acts taken by and herein or arising out of or in connection with the transaction described herein (unless caused by Windcrest's gross negligence or willful misconduct), including reasonable legal costs and expenses of defending itself against any claim or liability in connection with this agreement.

8. This agreement shall be construed in accordance with the laws of the state of Texas and venue for all legal proceedings arising hereunder shall be in Bexar County, Texas or the Western District of Texas.

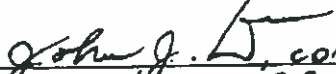
9. This agreement may not be modified except by written instrument executed by all parties hereto. If it becomes necessary for any party to file suit to enforce this agreement of any provision hereof, the party prevailing in such action shall be entitled to recover, in addition to other remedies or damages, reasonable attorney's fees and court costs incurred in such suit. This agreement shall inure to the benefit of the parties hereto and shall be binding upon their respective successors and assigns. This agreement or any portion thereof shall not be interpreted by a court of law to the detriment of a party based solely upon that party's authorship of the agreement or any portion thereof.

Executed this 19 day of August, 2010.

CITY OF WINDCREST

By: 
RICK BRUNS, Mayor

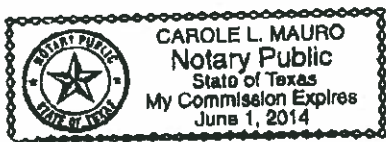
WHITESTONE REIT

By: 
Name: JOHN J. DEO
Title: CHIEF OPERATING OFFICER

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on the 20th day of August, 2010, by
RICK BRUNS, Mayor of the CITY OF WINDCREST.




Notary Public for
the State of Texas

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on the 19th day of August, 2010, by
John J. Dee, Chief Operating Officer of WHITESTONE REIT.

Priscilla A. Gonzales
Notary Public for
the State of Texas



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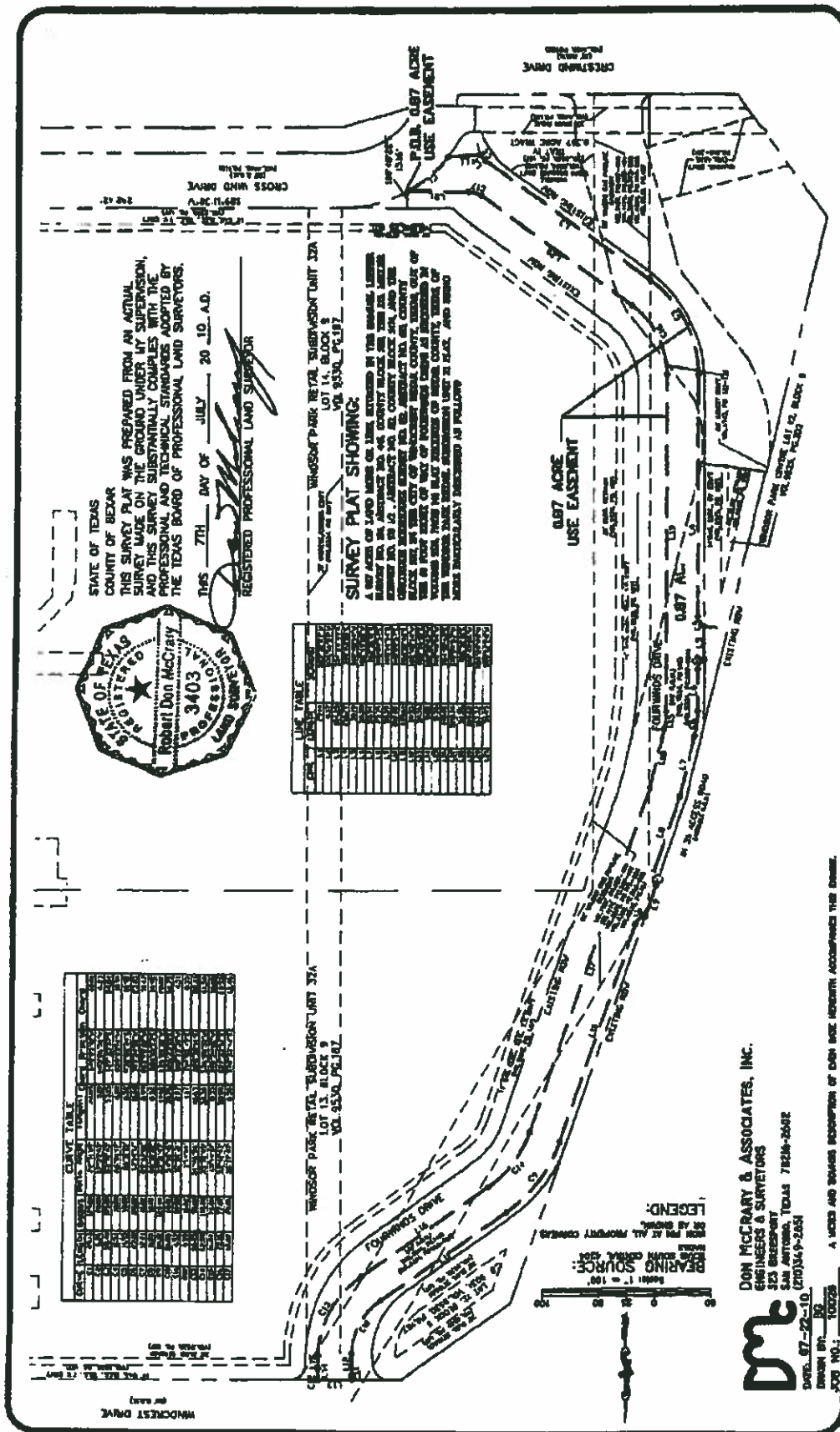


EXHIBIT A

DMc

Don McCrary & Associates, Inc.

Engineers and Surveyors

Date: 07/07/2010

Job No. 10026

0.87 Acre Use Easement

METES AND BOUNDS DESCRIPTION OF A 0.87 ACRE USE EASEMENT

DESCRIBING A 0.87 ACRE OF LAND MORE OR LESS, SITUATED IN THE SAMUEL LEEPER SURVEY NO. 104, ABSTRACT NO. 445, COUNTY BLOCK 5031, THE J.G. MILLER SURVEY NO. 103 1/2, ABSTRACT NO. 532, COUNTY BLOCK 5474, AND THE GERTRUDE RODRIGUEZ SURVEY NO. 132, ABSTRACT NO. 610, COUNTY BLOCK 5077, IN THE CITY OF WINDCREST BEXAR COUNTY, TEXAS, OUT OF THE 60 FOOT RIGHT OF WAY OF FOURWINDS DRIVE AS RECORDED IN VOLUME 9524, PAGE 146 PLAT RECORDS OF BEXAR COUNTY, TEXAS, OF THE WINDSOR PARK RETAIL SUBDIVISION UNIT 32 PLAT, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a point in the north right-of-way line of Cross Wind Drive, for reference said point being S89°11'38"W, a distance of 392.42 feet, and S00°48'22"E, a distance of 15.16 from the southeast corner of Lot 14, Block 9, Windsor Park Retail Subdivision Unit 32A, recorded in Volume 9530, Page 187 Plat Records of Bexar County, Texas;

THENCE 49.13 feet along the arc of the northwest right-of-way line of Cross Wind Drive and the southeast line of this easement herein described beginning of a non-tangent curve to the left, having a radius of 125.00 feet, a central angle of 22°31'09", whose chord bears S49°25'10"W, a distance of 48.81 feet to a point; S83°32'27"W, a distance of 29.14 feet to a point; N36°16'57"W, a distance of 0.37 feet to a point for the beginning of a curve to the left; continuing in a northwesterly direction 6.26 feet along the arc of said curve to the left, having a radius of 20.00 feet, a central angle of 17°55'45", whose chord bears N45°26'56"W, a distance of 6.23 feet to a point; N54°24'49"W, 184.25 feet to a point for the beginning of a curve to the right; continuing 98.40 feet along the arc of said curve to the right, having a radius of 105.00 feet, a central angle of 53°41'43", whose chord bears N27°33'57"W, a distance of 94.84 feet to a point; N00°43'06"W, a distance of 216.77 feet to a point and the beginning of a curve to the left, continuing 11.53 feet along the arc of said curve to the left, having a radius of 10.00 feet, a central angle of 66°11'21", whose chord bears N33°45'14"W, a distance of 10.90 feet to a point; N00°45'14"W, a distance of 30.19 feet to point of a non-tangent curve to the left; continuing in a northeasterly direction 11.55 feet along the arc of said curve to the left, having a radius of 10.00 feet, a central angle of 66°04'11", whose chord bears N32°22'34"E, a distance of 10.92 feet to a point; N00°43'06"W, a distance of 38.38 feet to a point and the beginning of a curve to the right; continuing 23.10 feet along the arc of said curve to the right, having a radius of 100.00 feet, a central angle of 13°14'17", whose chord bears N05°54'02"E, a distance of 23.05 feet to a point; N12°31'11"E, a distance of 55.94 feet to a point; N18°09'57"E, a distance of 73.35 feet to a point for the beginning of a curve to the left; continuing 12.21 feet along the arc of said curve to the left, having radius of 10.02 feet, a central angle of 69°47'21", whose chord bears N13°23'22"W, a distance of 11.47 feet to a point; N18°14'34"E, a distance of 30.39 feet to a point and the beginning of a non-tangent curve to the left; Continuing in a northeasterly direction 11.55 feet along said curve to the left, having a radius of 10.00 feet, a central angle of 66°10'52", whose chord bears N51°15'23"E, a distance of 10.92 feet to a point; N18°09'57"E, a distance of 207.05 feet to a point and the beginning of a curve to the right; continuing 80.12 feet along the arc of said curve to the right, having a radius of 128.00 feet, a central angle of 35°51'45", whose chord bears N36°05'50"E, a distance of 78.82 feet to a point; N54°01'42"E, a distance of 139.61 feet, having a radius of 60.01 feet, a central angle of 54°16'41", whose chord bears N26°23'15"E, a distance of 54.75 feet to a point; N00°45'14"W, a distance of 19.53 feet to a point and the beginning of a curve to the left; continuing in a northwesterly direction 4.52 feet along said curve to the left, having a radius of 20.00 feet, a central angle of 12°56'31", whose chord bears N07°13'30"W, a distance of 4.51 feet to a point for the northwest corner of this easement in the south right-of-way line of Windcrest Drive; N88°56'01"E, a distance of 30.56 feet to a point for the northeast corner of this easement herein described and the beginning of a non-tangent curve to the left;

Page 1 of 2

EXHIBIT A

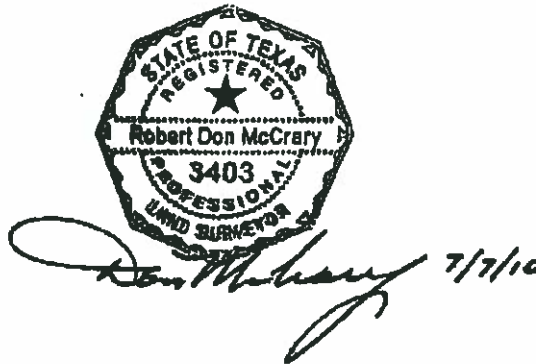
DMc

Don McCrary & Associates, Inc.

Engineers and Surveyors

THENCE along the east line of this easement the following calls:
continuing in a southeasterly direction 0.35 feet along the arc of said curve to the left, having a radius of 16.02 feet, a central angle of $01^{\circ}14'04''$, whose chord bears $S04^{\circ}05'49''E$, a distance of 0.35 feet to a point; $S00^{\circ}20'47''E$, a distance of 9.82 feet to a point; $S00^{\circ}45'14''E$, a distance of 11.56 feet to a point and the beginning of a curve to the right; continuing 86.05 feet along the arc of said curve to the right, having a radius of 90.00 feet, a central angle of $54^{\circ}46'56''$, whose chord bears $S26^{\circ}38'14''W$, a distance of 82.81 feet to a point; $S54^{\circ}01'42''W$, a distance of 140.50 feet to a point and the beginning of a curve to the left; continuing 62.59 feet along said arc to the left, having a radius of 100.00 feet, a central angle of $35^{\circ}51'45''$, whose chord bears $S36^{\circ}05'50''W$, a distance of 61.58 feet to a point; $S18^{\circ}09'57''W$, a distance of 328.34 feet to a point; $S12^{\circ}31'11''W$, a distance of 54.56 feet to a point and the beginning of a curve to the left; continuing 16.64 feet along arc of said curve to the left, having a radius of 72.00 feet, a central angle of $13^{\circ}14'17''$, whose chord bears $S05^{\circ}54'02''W$, a distance of 16.60 feet to a point; $S00^{\circ}43'06''E$, a distance of 303.62 feet to a point and the beginning of a curve to the left; continuing 72.16 feet along the arc of said curve to the left, having a radius of 77.00 feet, a central angle of $53^{\circ}41'43''$, whose chord bears $S27^{\circ}33'57''E$, a distance of 69.55 feet to a point; $S54^{\circ}24'49''E$, a distance of 167.72 feet to a point and the beginning of a curve to the left; continuing 12.67 feet along the arc of said curve to the left, having a radius of 20.00 feet, a central angle of $36^{\circ}17'47''$, whose chord bears $S72^{\circ}33'42''E$, a distance of 12.46 feet to a point; $N89^{\circ}17'24''E$, a distance of 56.05 feet to the POINT OF BEGINNING and containing 0.87 acre of land more or less.

This description was prepared from an on the ground survey dated July 7th, 2010 by employees of Don McCrary & Associates, Inc.





**Proposal and Contract
Revised**

November 30, 2011

Whitestone ReIt
2600 Gessner Ste 500
Houston, TX 77063

Tele: 713.435.2212
Fax: 713.465.8847

Attn: Tim Daher

PAVECON, Ltd. will furnish all labor, materials and equipment required for the performance of the following described work in connection with construction or improvements at: **Windsor Park Center Four Winds Drive Windcrest, TX**

The work is to be performed as follows: **Additional Paving & Concrete Islands**

Item #	Bid Item	Qty	Units	Unit Price	Total Price
	<u>WIDEN 1,400 ft of ROAD BY 4 ft.</u>				
1	EXCAVATE and PREP SUB-Grade	5,600	Sf	\$ 1.25	
	PROCESS FLEX BASE	5,600	Sf	\$ 2.28	
	ASPHALT PAVING	5,600	Sf	\$ 1.25	<u>\$ 34,553.00</u>
	Total with Tax:				
2	CONCRETE ISLAND AT THE END OF EACH PARKING LANE.	5,500	Sf	\$ 9.25	
	Total with Tax:				<u>\$ 55,100.00</u>

Project Note: Due to the volatility of the Liquid Asphalt market, asphalt pricing is valid till December 30, 2011 only. This asphalt proposal must be placed under contract with the Supplier within 30 days of the quote in order to secure this material pricing. Any materials shipped after December 30, 2011, asphalt pricing will be adjusted to reflect any increase from supplier.

INCLUSIONS:

- a) Unit pricing prevails on all items unless otherwise noted.
- b) Barricades and Traffic Control.



EXCLUSIONS:

- a) **Permits, Bonds, and Testing.**
- b) **Utility relocation/adjustment, irrigation, or landscape repair.**
- c) **Fire Hydrant adjustments, will place 6" collar around base of Fire Hydrant.**
- d) **All work areas must be free of materials & equipment.**
- e) **Haul off of spoils created by others.**
- f) **Reflective cracking, vegetation sterilization.**
- g) **This estimate is based on completing work in 1 move-in.**
- h) **Sleeves for Irrigation. Dewatering.**
- i) **Erosion Control or SWPPP.**
- j) **THIS IS A UNIT PRICE BID BASED ON PLAN QUANTITIES. IF QUANTITY DISCREPANCIES ARE NOTED, UNIT PRICE IS TO BE USED.**

TERMS AND CONDITIONS

- **PAVECON, Ltd., will carry workmen's compensation insurance covering its employees and shall provide public liability and property damage insurance.**
- ***No work shall be performed prior to the location of all utility lines as located by DIG TESS services. The owner shall be responsible for the location of any irrigation lines, private electrical lines and any substructures unknown to PAVECON, Ltd. By accepting this proposal, Owner agrees to indemnify and to hold PAVECON, Ltd. harmless from all claims, including its reasonable attorneys' fee incurred in defending any claim, resulting from damages to any utility line, irrigation line, private electrical, or sub structure not identified or clearly marked. Any damage to clearly marked utility lines, irrigation line, private electrical lines, or sub structures shall be the responsibility of PAVECON, Ltd.***
- **Any changes from the specifications or modifications of the terms of this contract shall be set put in writing and signed by both parties.**
- **This proposal expires fifteen (15) days from the date hereof but may be accepted at any later date at the sole option of the Company.**
- **Unless a lump sum price is to be paid for the foregoing work, and is clearly so stated, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices on the actual quantities of work performed by PAVECON as determined upon completion of the work.**
- **PAVECON shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our control, but not limited to failure of sub-grade, including soil volume changes, or failure of inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken.**



- *In the event all work under this contract is not completed in one operation, Company shall be paid in full for all items of work completed upon the completion thereof. Any work under this contract for which PAVECON has not received a "work order" calling for completion within one year from the date of this agreement will be subject to renegotiation of prices, or cancellation at PAVECON's option.*
- **Terms of Payment** - Payment in full for all work performed hereunder during any month shall be made no later than the tenth day of the month next following. Final and complete payment for all work performed herein shall be made upon completion of such work and receipt of our invoice. Interest at the rate of (18) percent per annum shall be charged you and paid by you on all unpaid balances from the due date to the date of receipt of payment by PAVECON. Reasonable attorney's fees and cost of collection shall be charged you and paid by you, if incurred by us.

If the foregoing meets with your acceptance, kindly sign and return the attached copy of our proposal. Upon its acceptance it is understood that the foregoing, including the terms and conditions set forth and attached hereto and incorporated herein for all purposes, will constitute the full and complete agreement between us.

ACCEPTED:

PAVECON, LTD.

Jerry Casillas
Project Manager

JC1200a

From: (713) 827-9595
 Tara Dows
 Whitestone REIT
 2600 S. Gessner Rd Ste 500

Origin ID: NQIA



Houston, TX 77063

Ship Date: 02DEC11
 ActWgt: 1.0 LB
 CAD: 100131760/NET3210

Delivery Address Bar Code



SHIP TO: (713) 435-2209
Rafael Castillo, Jr.
City of Windcrest Texas
8601 MIDCROWN DR

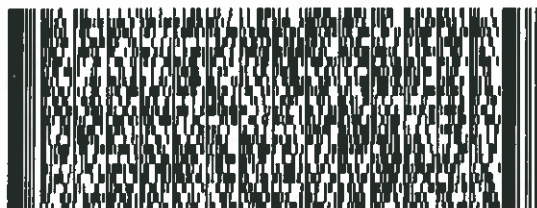
BILL SENDER

Ref #
 Invoice #
 PO #
 Dept #

WINDCREST, TX 78239

MON - 05 DEC A1
 STANDARD OVERNIGHT

TRK# 7978 0042 6840
 0201

**XH SVZA**

78239
 TX-US
SAT



50FG18C50/F5F4

After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

Castillo, Rafael Jr

From: Dan Nixon <dnixon@whitestonereit.com>
Sent: Tuesday, November 08, 2011 2:26 PM
To: Castillo, Rafael Jr
Cc: Jim Mastandrea; John Dee; Rafael Melara
Subject: FW: Recent Meeting

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Red Category

Rafael:

Rafael Melara and I enjoyed meeting with you and Mr. Neepier last Friday. While the deeding of Fourwinds Drive was important to Whitestone REIT ("Whitestone") to make the decision to invest a substantial amount of capital into Windsor Park Centre (the "Shopping Center") to turn the property around, Whitestone would consider the following to make it economically viable to deed back the remainder of Fourwinds Drive to the City of Windcrest (the "City"):

- **Parking Spaces:** The University of Phoenix and Ross Stores site plan exhibits requires a total of 889 parking spaces in the shopping center which equates to an overall parking ratio of 4.53 cars per 1,000 square feet of leasable area. The plan that we showed you on Friday with the 28' drive lane provided 898 parking spaces (not counting the spaces in back of the proposed restaurant building at the south end of the center). Although we seem to meet the parking count requirements under the Ross and University of Phoenix leases, it is provided in a different configuration than what each approved as evidenced on their lease exhibits and would therefore require approval on the part of each prior to finalizing any agreement with the City.
- **Digital Sign:** It is very important to our tenants and the success of their respective businesses to have a digital style electronic pylon sign on the west side of our property facing I-35 to promote the businesses in the Shopping Center as well as others. Whitestone is requesting the right for this sign.
- **Curbing:** Whitestone is requesting that the City agree and provide standard curbing at the end each parking aisle. The drive lanes servicing those parking spaces need to be open to Fourwinds Drive.
- **Cost:** Whitestone would pay to extend the drive lanes and parking spaces as shown on the plan and the City would create the aforementioned curbing. The City would make any improvements necessary on the remaining 28' wide road. Whitestone would not reimburse the City for any portion of Fourwinds Drive that it required for parking prior to deeding it back to the City.
- **Crosswind Drive Closure:** To help Whitestone recover a portion of its costs for deeding over the 28' road to the City, the City would deed over to Whitestone, Crosswind Drive and approve its closure, subject to the reasonable approval of public fire and safety services, to provide Whitestone the opportunity to expand the Shopping Center so that it might add a sit down restaurant(s) to the Shopping Center.
- **New Outparcel:** Finally, similar to Crosswind Drive, to help Whitestone recover a portion of its costs, Whitestone would like the City to approve a new outparcel at the south end of the Shopping Center so that it might add a drive through "coffee" type retailer to the Shopping Center.

Rafael, these six (6) points are important to Whitestone as such relates to Whitestone deeding back the remaining portion of Fourwinds Drive to the City. We are looking forward to providing the residents of the City a "top notch" shopping center through our extensive renovation and bringing in new retailers as we have with Ross Dress For Less, Skechers and Mattress Firm (opening in 2012) and working with you and Mayor Baxter throughout this process and beyond.

Best regards,

Daniel E. Nixon
Senior Vice President, Regional Director



WHITESTONE REIT

2600 S. Gessner Road, Suite 500
Houston, TX 77063
P 713 435 2237
F 713 465 8847
M 281 889 0197
E dnixon@whitestonereit.com
W <http://www.whitestonereit.com>

Weidenbach, Heather

From: Castillo, Rafael Jr
Sent: Thursday, December 15, 2011 9:37 AM
To: Weidenbach, Heather
Subject: Fwd: Windsor Park Shopping Center

Respectfully,

Rafael Castillo Jr.

This e-mail and any files transmitted are confidential, and are intended solely for the use of the individual to whom this email is addressed.

Msg sent from iPhone, please disregard any misspelled words and grammar.

Begin forwarded message:

From: "Dan Nixon" <dnixon@whitestonereit.com>
Date: December 9, 2011 7:18:44 AM CST
To: "Baxter, Alan" <ABaxter@windcrest-tx.gov>
Cc: "Castillo, Rafael Jr" <rcastillo@windcrest-tx.gov>, "Jim Mastandrea" <jmastandrea@whitestonereit.com>, "John Dee" <jdee@whitestonereit.com>
Subject: Windsor Park Shopping Center

Mayor Baxter:



We enjoyed speaking with Rafael and you this week about the progress that we are making at Windsor Park and with the City of Windcrest in working together to foster a healthy and productive public-private partnership. As we discussed, Whitestone would like to add a sit down restaurant to Windsor Park. Based on space availability and tenant restrictions relating to restaurant uses (mostly parking related requirements), the best location would be at the south end of the shopping center. We would construct a new building for the right restaurant use. To accomplish that, we would need to add more land to the shopping center which would require closing a portion of Crosswind Drive. We understand that from time to time you may become aware of restaurant operators looking for sites in the immediate area. In addition, you are probably best equipped to help us with information relating to the market and why it would be a good idea for a significant restaurant to open a location at Windsor Park. Any help that you could provide would be greatly appreciated.

Best regards,

Daniel E. Nixon

Senior Vice President, Regional Director



WHITESTONE REIT

2600 S. Gessner Road, Suite 500

Houston, TX 77063

P 713 435 2237

F 713 465 8847

M 281 889 0197

E dnixon@whitestonereit.com

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Barton, East & Caldwell, P.L.L.C.
Attorneys at Law

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** Labor & Employment Law
Texas Board of Legal Specialization

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Myron E. East, Jr.*
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Dawn B. Finlayson**
C. Dawson Bremer
Douglas V. McNeel
Valerie Van Courtlandt
Karla R. Pascarella
Amy H. Hereford
Yelena Seletskaya
Kacy Cigarroa

Of Counsel
David L. Willis
James S. Wilkins

November 28, 2011

City of Windcrest, Texas/City of Windcrest Economic Development Corporation
8601 Midcrown
San Antonio, TX 78239

City of Windcrest, Texas/City of Windcrest Economic Development Corporation
8601 Midcrown
Windcrest, TX 78239

Rafael Castillo
City Manager
City of Windcrest, Texas
8601 Midcrown
Windcrest, TX 78239

Tim Maloney, President
City of Windcrest Economic Development Corporation
8601 Midcrown
Windcrest, TX 78239

Jack Leonhardt, Registered Agent
City of Windcrest Economic Development Corporation
8601 Midcrown
Windcrest, TX 78239

DEMAND FOR PAYMENT

RE: Real Estate Lien Note (the "**Real Estate Lien Note**") dated January 23, 2008, executed by CITY OF WINDCREST/CITY OF WINDCREST ECONOMIC DEVELOPMENT CORPORATION (the "**City Parties**") payable to the order of WINDCREST REVITALIZATION PARTNERS II, LLC ("**Debtor**"), in the original principal amount of \$17,179,045.03; (Our file 5795.002)

Dear Sir/Madam:

Our firm represents SLF IV – EISENHAUER POINT, L.P., a Texas limited partnership ("**Secured Party**"), which, by conveyance from Capital One, N.A. ("**Cap One**"), is the current

owner and holder of that certain promissory note dated January 23, 2008, executed by Debtor, as borrower, payable to the order of Cap One, in the original principal amount of \$12,155,000.00 (the "Note"). The payment obligations under the Note are secured by, among other things, Debtor's right, title and interest in and to the Real Estate Lien Note and the collateral securing the Real Estate Lien Note, including but not limited to that certain Deed of Trust of even date therewith (the "Deed of Trust") executed by the City Parties in favor of Michael Baucum or Kay Elsasser, Trustee for the benefit of Debtor, duly recorded in the Official Public Records of Real Property of Bexar County, Texas, covering approximately 111.36 acres of real property located in Bexar County, Texas, together with all proceeds, monies, payments, income, collections and benefits attributable or accruing to the Real Estate Lien Note and the Collateral Security (as defined in the Collateral Assignment, as hereinafter defined), as more fully described in and pursuant to that certain Collateral Assignment of Note and Security by Debtor in favor of Cap One, recorded in Volume 13317, Page 1324, Official Public Records, Bexar County, Texas (the "Collateral Assignment"). Cap One's rights in the Real Estate Lien Note, the Deed of Trust, and all other collateral securing the Real Estate Lien Note were transferred and conveyed by Cap One to Secured Party by that certain Assignment of Collateral Assignment of Note and Security dated October 31, 2011, recorded in Volume 15203, Page 2051, Official Public Records, Bexar County, Texas.

Pursuant to the rights of Secured Party under Section 9.607(a) of the Texas Business and Commerce Code, Secured Party hereby (i) notifies the City Parties to make payment and otherwise render performance under the Real Estate Lien Note and Deed of Trust to and for the benefit of Secured Party, and (ii) exercises Debtor's rights under the Real Estate Lien Note by hereby making demand for the payment of all principal and interest due thereunder.

Accordingly, pursuant to the foregoing and the terms of the Real Estate Lien Note, this letter constitutes demand for payment of all amounts remaining unpaid under the Real Estate Lien Note, including all unpaid principal and accrued interest thereon, which amounts shall be due and payable ten (10) days from the date of this letter. Such payment should be delivered to Secured Party at 5949 Sherry Lane, Suite 1750, Dallas, Texas 75225. Additional interest and other charges may accrue if such amounts are not paid as specified herein. Payment to any party other than Secured Party shall not constitute payment under the Real Estate Lien Note.

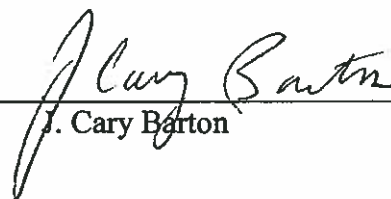
If the full amount now demanded under the Real Estate Lien Note is not paid by cashier's check, money order, or certified check received at the place stated above (or by wire transfer, pursuant to wire instructions which will be provided to you upon request made to the undersigned) within ten (10) days after the date hereof, the City Parties shall be in default under the Real Estate Lien Note and Secured Party intends to take such steps as are necessary to protect its interests, which may include seeking late charges, court costs, collection costs, attorney's fees, and additional interest, and exercising the rights of Debtor and Secured Party under the Deed of Trust.

City of Windcrest, Texas/
City of Windcrest Economic Development Corporation
Page 3 of 3
November 28, 2011

By making this demand, Secured Party is not making an election of remedies of any kind and shall continue to be entitled to pursue all remedies allowed by applicable law. All of Secured Party's rights are expressly reserved and no terms or conditions of the Real Estate Lien Note or the Deed of Trust are waived by this letter.

Sincerely yours,

BARTON, EAST & CALDWELL, PLLC

By: 
J. Cary Barton

cc: Karen Cowden via email
Matt Hudnall via email
Deedra Vines via email
Yelena Seletskaya [firm]



Barton, East & Caldwell, P.L.L.C.
Attorneys at Law

BOARD CERTIFIED
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Karla R. Pascarella
Amy H. Hereford
Yelena Seletskaya
Kacy Cigarroa

Of Counsel
David L. Willis
James S. Wilkins

December 12, 2011

City of Windcrest, Texas
8601 Midcrown
San Antonio, TX 78239

Via Courier Delivery

City of Windcrest Economic Development Corporation
8601 Midcrown
Windcrest, TX 78239

Via Courier Delivery

Rafael Castillo
City Manager
City of Windcrest, Texas
8601 Midcrown
Windcrest, TX 78239

Via Courier Delivery

Tim Maloney, President
City of Windcrest Economic Development Corporation
8601 Midcrown
Windcrest, TX 78239

Via Courier Delivery

Jack Leonhardt, Registered Agent
City of Windcrest Economic Development Corporation
8601 Midcrown
Windcrest, TX 78239

Via Courier Delivery

Re: Notice of foreclosure sale on January 3, 2012, by J. Cary Barton, Substitute Trustee, of property described in Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated January 23, 2008 (the "**Deed of Trust**"), executed by City of Windcrest/City of Windcrest Economic Development Corporation (collectively, "**City Parties**"), and recorded under Document No. 20080014627 in Book 13317, Page 1269, of the Real Property Records of Bexar County, Texas, securing the obligations therein described (the "**Indebtedness**") originally payable to Windcrest Revitalization Partners II, LLC ("**WRPII**") and now being enforced by SLF IV—Eisenhower Point, L.P. ("**Secured Party**") pursuant to Section 9.607(a)(3) of the Texas Business and Commerce Code and that certain Absolute Assignment of Note and Security from WRPII to Secured Party dated November 16, 2011, and recorded under Document No. 20110217272 in Book 15255, Page 2134, of the Real Property Records of Bexar County, Texas, as applicable

A Texas Professional Limited Liability Company

One Riverwalk Place 700 North St. Mary's Street, Suite 1825 San Antonio, Texas 78205
Telephone (210) 225-1655 Fax (210) 225-8999 www.beclaw.com

Ladies and Gentlemen:

This letter and the enclosed copy of the Notice of Substitute Trustee's Sale are being sent to you as an obligor on the Indebtedness evidenced by the promissory note dated January 23, 2008, in the original principal amount of \$17,179,045.03 (the "**Underlying Note**"), executed by City Parties, payable to the order of WRPII and secured by the Deed of Trust and now being enforced by Secured Party pursuant to Section 9.607(a)(3) of the Texas Business and Commerce Code and that certain Absolute Assignment of Note and Security from WRPII to Secured Party dated November 16, 2011, and recorded under Document No. 20110217272 in Book 15255, Page 2134, of the Real Property Records of Bexar County, Texas, as applicable. Default has occurred in the payment of the Indebtedness secured by the Deed of Trust.

Our law firm has been employed by Secured Party to represent it in collecting the Indebtedness and enforcing the referenced Deed of Trust. I have been appointed the Substitute Trustee to conduct the foreclosure sale of the property encumbered by the Deed of Trust.

Enclosed is a copy of the Notice of Substitute Trustee's Sale, which has been posted on the public notice board of the Bexar County Courthouse and in accordance with the provisions of the Deed of Trust and recorded in the Public Records of Bexar County, Texas. You are informed that the public auction of the property described in the Notice of Substitute Trustee's Sale is scheduled for Tuesday, January 3, 2012, between the hours of 10:00 A.M. and 4:00 P.M. at the Bexar County Courthouse. The sale will begin no earlier than 11:00 A.M. or no later than three hours thereafter. The sale will be held at the location described in the Notice of Substitute Trustee's Sale.

As of this date, the original principal amount of the Underlying Note, plus all unpaid accrued interest thereon, is due and owing to WRPII. Interest will continue to accrue on the matured unpaid principal in accordance with the terms of the Underlying Note until this Indebtedness is paid. Additionally, the Underlying Note evidencing the Indebtedness and Deed of Trust provide for reimbursement of reasonable attorney's fees and expenses incurred in collecting this debt. You may contact me at 700 N. Saint Mary's Street, Suite 1825, San Antonio, Texas 78205; telephone 210- 225-1655 to obtain a complete statement of the balance owed on your debt to WRPII and to arrange payment of this debt.

Demand is hereby made that you pay the Secured Party the Indebtedness owed to WRPII Party that is secured by the Deed of Trust.

You will be able to prevent this foreclosure by paying the Secured Party before the foreclosure sale the total amount now owed that is secured by the referenced Deed of Trust, plus the additional interest that accrues to the date of payment and all attorneys' fees incurred by the Secured Party in collecting this Indebtedness. Payment must be made in cash or by cashier's check or United States Federal Reserve System wire transfer received by Secured Party or by me before conducting the foreclosure sale. Partial payments will be applied on the Indebtedness but will not prevent the foreclosure sale. If you mail payment and it is received after the sale, it will

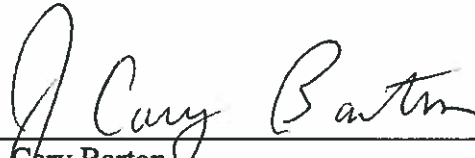
City of Windcrest
City of Windcrest Economic Development Corporation
December 12, 2011
Page 3

have been sent too late. To the extent permitted under the terms of the Underlying Note and applicable law, the obligors on the Underlying Note will be liable for any deficiency remaining after application of the net foreclosure sale proceeds to the Indebtedness. You may contact the undersigned about the balance owed on the Indebtedness.

You are notified that the undersigned is attempting to collect this debt and any information obtained from you will be used for such purpose.

If you have any questions, please contact me.

Sincerely yours,

A handwritten signature in cursive script, reading "J. Cary Barton". The signature is written in black ink and is positioned above a horizontal line.

J. Cary Barton
Attorney for SLF IV—Eisenhower Point, L.P.
State Bar No. 01855000
700 N. Saint Mary's Street, Suite 1825
San Antonio, Texas 78205
Telephone: 210-225-1655
Telecopier: 210-225-8999

Enclosure

cc: SLF IV—Eisenhower Point, L.P.
(via email)
Karen G. Cowen, Esq.
(via email)



NOTICE OF SUBSTITUTE TRUSTEE'S SALE

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

KNOWN ALL MEN BY THESE PRESENTS:

1. *Property to Be Sold.* The property to be sold is described as follows:

Those five (5) certain tracts of land located in the City of Windcrest, Bexar County, Texas described in Exhibit A attached hereto and incorporated herein by reference as a part hereof for all purposes, together with all improvements, fixtures, and appurtenances thereto.

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is described as follows:

The Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing ("Deed of Trust") dated January 23, 2008, executed by City of Windcrest/City of Windcrest Economic Development Corporation, and recorded under Document No. 20080014627 in Book 13317, Page 1269, of the Real Property Records of Bexar County, Texas.

3. *Date, Time, and Place of Sale.* The sale is scheduled to be held at the following date, time, and place:

Date: January 3, 2012

Time: The sale will begin no earlier than 11:00 A.M. or no later than three hours thereafter. The sale will be completed by no later than 4:00 P.M.

Place: At the Bexar County Courthouse, at 100 Dolorosa, San Antonio, Texas 78205, in the area where foreclosure sales are to take place as designated by the Commissioner's Court of said county, said designation having been recorded in the Official Public records of said county.

The Deed of Trust permits the beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the trustee or substitute trustee under the Deed of Trust need not appear at the date, time, and place of a scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Texas Property Code. The reposting or refiling may be after the date originally scheduled for this sale.

4. *Terms of Sale.* The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the Deed of Trust permitting the beneficiary thereunder to have the bid credited to the note up to the amount of the unpaid debt secured by the Deed of Trust at the time of sale.

Those desiring to purchase the property will need to demonstrate their ability to pay their bid immediately in cash if their bid is accepted.

The sale will be made expressly subject to any title matters set forth in the Deed of Trust, but prospective bidders are reminded that by law the sale will necessarily be made subject to all prior matters of record affecting the property, if any, to the extent that they remain in force and effect and have not been subordinated to the Deed of Trust. The sale shall not cover any part of the property that has been released of public record from the lien of the Deed of Trust. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to the Deed of Trust, the beneficiary has the right to direct the Trustee to sell the property in one or more parcels and/or to sell all or only part of the property.

Pursuant to section 51.009 of the Texas Property Code, the property will be sold in "as is, where is" condition, without any express or implied warranties, except as to the warranties of title (if any) provided for under the Deed of Trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property.

Pursuant to section 51.0075 of the Texas Property Code, the trustee or substitute trustee reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the trustee or any substitute trustee.

5. *Type of Sale.* The sale is a nonjudicial deed-of-trust lien and security interest foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust executed by City of Windcrest/City of Windcrest Economic Development Corporation.

The real property and personal property encumbered by the Deed of Trust will be sold at the sale in accordance with the provisions of the deed of trust and as permitted by section 9.607(a) of the Texas Business and Commerce Code.

6. *Obligations Secured.* The Deed of Trust provides that it secures the payment of the indebtednesses and obligations therein described (collectively, the "Obligations") including but not limited to (a) the promissory note (the "Note") in the original principal amount of \$17,179,045.03, executed by City of Windcrest/City of Windcrest Economic Development Corporation (collectively, "City Parties"), and payable to the order of Windcrest Revitalization Partners II, LLC ("WRPII"); (b) all renewals and extensions of the Note; and (c) any and all present and future indebtednesses of City Parties to WRPII. SLF IV - Eisenhower Point, L.P., is the current owner and holder of the Obligations and is the beneficiary under the Deed of Trust.

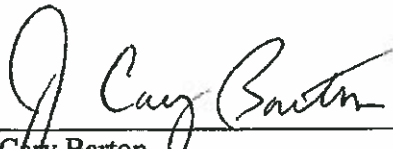
As of December 12, 2011, the full amount of principal plus accrued interest was owed on the Note.

Questions concerning the sale may be directed to the undersigned or to the beneficiary, SLF IV—Eisenhower Point, L.P., at the following address:

Karen G. Cowden
Hudnall P.C.
5949 Sherry Lane
Sterling Plaza - Suite 1750
Dallas, Texas 75225
Phone: 214.239.2371
Facsimile: 214.368.9192
E-mail: kcowden@stratfordland.com

7. *Default and Request to Act.* Default has occurred under the deed of trust, and the beneficiary has requested me, as substitute trustee, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.

Dated December 12, 2011.



J. Cary Barton
Barton, East & Caldwell, P.L.L.C.
700 N. Saint Mary's Street, Suite 1825
San Antonio, Texas 78205
Telephone: 210-225-1655
Telecopier: 210-225-8999

This instrument was ACKNOWLEDGED before me on December 12, 2011, by J. CARY BARTON, in the capacity therein stated.





Notary Public in and for the State of Texas

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EXHIBIT A

Description of Land

- TRACT I:** Lot 40, New City Block 12190, WINDSOR PARK SOUTH SUBDIVISION, UNIT 1, in the City of San Antonio, Bexar County, Texas, according to the plat thereof recorded in Volume 9525, Page 170, Deed and Plat Records of Bexar County, Texas.
- TRACT II:** A 61.0008 acre tract out of the Gertrude Rodriguez Survey No. 132, Abstract 610, New City Block 12190, in the City of San Antonio, Bexar County, Texas, and being a portion of the 62.411 acre Niemann Tract described in Volume 6697, Pages 538, 542, 546 and 550, of the Deed Records of Bexar County, Texas, and being a portion of the 10.74 acre Niemann Tract described in Volume 8017, Page 508, Bexar County Deed Records and being a portion of the 0.995 acre Niemann Tract described in Volume 5555, Page 586 of the Official Public Records of Real Property of Bexar County, Texas, and being all of the 0.881 acre Niemann tract described in Volume 5555, Page 578, Official Public Records of Real Property of Bexar County, Texas; said 61.0008 acre tract being more particularly described in Exhibit "A-1", attached hereto and made a part hereof.
- TRACT III:** A 11.1862 acre tract, being out of the Gertrude Rodriguez Survey No. 132, Abstract 610, New City Block 12190, in the City of San Antonio, Bexar County, Texas, and being a portion of the 12.3 Niemann tract described in Volume 8017, Page 508, of the Deed Records of Bexar County, Texas, and being a portion of the Niemann and Witting tract described in Volume 6039, Page 545, Official Public Records of Real Property of Bexar County, Texas; said 11.1862 acre tract being more particularly described in Exhibit "A-2", attached hereto and made a part hereof.
- TRACT IV:** A 16.2708 acre tract, being out of the Gertrude Rodriguez Survey No. 132, Abstract 610, New City Block 15821, in the City of San Antonio, Bexar County, Texas, being out of the 16.285 acre tract conveyed to James C. Niemann, Trustee for the NFP Partnership in Volume 6290, Page 1126, of the Official Public Records of Real Property, Bexar County, Texas; said 16.2708 acre tract being more particularly described in Exhibit "B", attached hereto and made a part hereof.

"A-3"

TRACT V: A 21.8393 acre tract, being out of the Gertrude Rodriguez Survey No. 132, Abstract 610, New City Block 15783, in the City of San Antonio, Bexar County, Texas, being the same tract conveyed to NFP Partnership in Volume 6060, Page 12, of the Official Public Records of Real Property, Bexar County, Texas; said 21.8393 acre tract being more particularly described in Exhibit "A-4", attached hereto and made a part hereof.

EXHIBIT A-1

PROPERTY DESCRIPTION

TRACT II METES AND BOUNDS DESCRIPTION

DESCRIPTION OF A TRACT OF LAND CONTAINING 61.0008 ACRES (2,657,197 SQUARE FEET), OUT OF THE GERTRUDE RODRIGUEZ SURVEY NO. 132, ABSTRACT 610, IN BEKAR COUNTY, TEXAS, AND BEING A PORTION OF THE 62.411 ACRE NIEMANN TRACT DESCRIBED IN VOLUME 6697, PAGE 538, 542, 546, & 550, OF THE DEED RECORDS OF BEKAR COUNTY, TEXAS (D.R.B.C.T.), AND BEING A PORTION OF THE 10.74 ACRE NIEMANN TRACT DESCRIBED IN VOLUME 8017, PAGE 508 (D.R.B.C.T.), AND BEING A PORTION OF THE 0.995 ACRE NIEMANN TRACT DESCRIBED IN VOLUME 5555, PAGE 586 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEKAR COUNTY, TEXAS (O.P.R.R.P.B.C.T.), AND BEING ALL OF THE 0.881 ACRE NIEMANN TRACT DESCRIBED IN VOLUME 5555, PAGE 578 (O.P.R.R.P.B.C.T.), SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, SOUTH CENTRAL ZONE (4204), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.0001644100065):

BEGINNING at a 5/8-inch iron rod found in the west right of way line of King Arthur Drive (R.o.w. Varies), and being a point in the east line of said 62.411 acre Niemann tract, also being a beginning of the curving right of way transition between said King Arthur Drive and Eisenhower Road (R.o.w. Varies), for a point of curvature and **POINT OF BEGINNING** hereof;

THENCE, with the curving right of way transition between said Eisenhower Road and said King Arthur Drive, along a curve to the right, whose radius is 26.25 feet, whose delta is $87^{\circ}34'56''$, whose arc length is 40.13 feet, and whose chord bears $S43^{\circ}18'53''W$, a distance of 36.33 feet to a 1/2-inch iron rod with "Doucet" cap set for a point of compound curvature hereof, said point is also a point in the north right of way line of said Eisenhower Road;

THENCE, with the north right of way line of said Eisenhower Road, and in part with the south line of said 0.881 acre Niemann tract, the following six (6) courses and distances:

- 1) **THENCE**, along a curve to the right, whose radius is 6523.39 feet, whose delta is $01^{\circ}33'16''$, whose arc length is 176.99 feet, and whose chord bears $S87^{\circ}53'13''W$, a distance of 176.99 feet to a 5/8-inch iron rod found for a point of tangency hereof;
- 2) **THENCE**, $S89^{\circ}41'20''W$, a distance of 230.55 feet to a 1/2-inch iron rod with "Doucet" cap set for an angle point hereof;

- 3) **THENCE**, N89°26'54"W, at a distance of 641.90 passing a 1/2-inch iron rod found in the east line of said 0.995 acre Niemann tract, for a total distance of 799.50 feet to a 1/2-inch iron rod with "Doucet" cap set for an angle point heretof;
- 4) **THENCE**, N84°10'37"W, a distance of 51.17 feet to a 1/2-inch iron rod with "Doucet" cap set for an exterior ell corner hereof, said point being in the west line of said 0.995 acre Niemann tract;
- 5) **THENCE**, with the west line of said 0.995 acre Niemann tract, N01°11'06"E, a distance of 8.01 feet to a Type II Texas Department of Transportation Highway Monument found for an interior ell corner hereof, said point is also a point in the west line of said 0.995 acre Niemann tract, and being the southeast corner of said 0.881 acre Niemann tract, from which a 1/2-inch iron rod found at the common rear corner of said 0.995 acre and 0.881 acre Niemann tracts bears, N00°21'17"W, a distance of 182.94 feet;
- 6) **THENCE**, in part with the south line of said 0.881 acre Niemann tract, S89°14'07"W, a distance of 224.11 feet to a 1/2-inch iron rod found for an angle point heretof, said point is also an angle point in the south line of said 10.74 acre Niemann tract, and being at the beginning of the right of way transition between said Eisenhower Road and Interstate Highway #35 (R.o.w. Varies);

THENCE, with the southwest line of said 10.74 acre Niemann tract, and with the right of way transition between said Eisenhower Road and Interstate 35, N40°06'56"W, a distance of 153.04 feet to a 1/2-inch iron rod found for the southwest corner hereof, said point is also the southwest corner of said 62.411 acre Niemann tract, and being a point in the east right of way line of said Interstate 35;

THENCE, with the west line of said 10.74 acre Niemann tract, and with the east right of way line of said Interstate 35, N09°53'40"E, a distance of 1676.86 feet to a 1/2-inch iron rod with "Castella" cap found for an exterior ell corner hereof, said point is also the southwest corner of Lot 43 of Windsor Park South Subdivision Unit 1A, recorded in Volume 9537, Page 203, of the Deed and Plat Records of Bexar County, Texas (D.P.R.B.C.T.);

THENCE, with the south line of said Lot 43, S80°03'27"E, a distance of 215.48 feet to a 1/2-inch iron rod with "Castella" cap found for an interior ell corner hereof, said point is also the southeast corner of said Lot 43;

THENCE, with the curving east line of said Lot 43, along a curve to the right, whose radius is 600.00 feet, whose delta is 13°04'06", whose arc length is 136.85 feet, and whose chord bears N03°23'00"E, a distance of 136.55 feet to a 1/2-inch iron rod with "Doucet" cap set for a point of tangency hereof, said point is also a point of tangency of said Lot 43;

THENCE, continuing with the east line of said Lot 43, N09°55'05"E, a distance of 4.34 feet to a 1/2-inch iron rod with "Doucet" cap set for an interior ell corner hereof, said point is also the northeast corner of said Lot 43;

THENCE, with the north line of said Lot 43, N80°03'27"W, a distance of 200.00 feet to a 1/2-inch iron rod with "Doucet" cap set for an exterior ell corner hereof, said point is also the northwest corner of said Lot 43, and being a point in the east right of way line of said Interstate 35, and being a point in the west line of said 10.74 acre Niemann tract;

THENCE, with the east right of way line of said Interstate 35, and the west line of said 10.74 acre Niemann tract, N09°53'40"E, a distance of 19.88 feet to a 1/2-inch iron rod found for the northwest corner hereof, said point is also the southwest corner of Lot 41 of Windsor Park South Subdivision Unit 1, recorded in Volume 9525, Page 170 (D.P.R.B.C.T.), from which a 1/2-inch iron rod found at the northwest corner of said Lot 41, and being the southwest corner of Lot 40, both of said Windsor Park South Subdivision Unit 1, bears N09°53'40"E, a distance of 406.12 feet;

THENCE, with the south line of said Lot 41, S80°04'42"E, a distance of 809.84 feet to a 1/2-inch iron rod with "Doucet" cap set for an exterior ell corner hereof, said point is also the southeast corner of said Lot 41;

THENCE, with the east line of said Lot 41, N09°55'18"E, a distance of 650.07 feet to a 1/2-inch iron rod found for the most northerly northwest corner hereof, said point is also the northeast corner of said Lot 41, and being a point in the south right of way line of said Galahad Drive (60' R.o.w.), and being a point in the north line of said 62.411 acre Niemann tract, from which a 1/2-inch iron rod found at an angle point in the north line of said Lot 41, and being an angle point in the north line of said 62.411 acre Niemann tract, and being an angle point in the south right of way line of said Galahad Drive, bears S89°35'50"W, a distance of 248.23 feet;

THENCE, with the south right of way line of said Galahad Drive, and with the north line of said 62.411 acre Niemann tract, N89°35'49"E, a distance of 239.76 feet to a 1/2-inch iron rod with "Doucet" cap set for the northeast corner hereof, said point is also the northeast corner of said 62.411 acre Niemann tract, and being the northwest corner of Lot 16, Block 8, of Camelot Subdivision Unit 5A, recorded in Volume 6500, Page 16 (D.P.R.B.C.T.), from which a 1/2-inch iron rod found at the curve return in the north line of said Lot 16, bears N88°59'25"E, a distance of 105.25 feet;

THENCE, with the east line of said 62.411 acre Niemann tract, and the west line of said Lot 16, S00°28'57"E, a distance of 77.05 feet to a 1/2-inch iron rod found for an exterior ell corner hereof, said point is also the common rear corner of Lot 15 and 16 of said Camelot Subdivision Unit 5A, and being the northeast corner of the Krause tract described in Volume 9196, Page 13 (O.R.B.C.T.);

THENCE, with the north line of said Krause tract, S89°36'04"W, a distance of 75.08 feet to an "X" cut found in a concrete drainage structure for an interior ell corner hereof, said point is also the northwest corner of said Krause tract;

THENCE, in part with the west line of said Krause tract, and in part with the west line of the Poole tract, recorded in Volume 9196, Page 210 (O.R.B.C.T.), and in part with the west line of

the Boone tract, recorded in Volume 9196, Page 202 (O.R.B.C.T.), and in part with the west line of the Phillips tract, recorded in Volume 9196, Page 194 (O.R.B.C.T.), and in part with the west line of the Rodriguez tract, recorded in Volume 9196, Page 186 (O.R.B.C.T.), S00°28'57"E, a distance of 366.10 feet to a 1/2-inch iron rod found for an interior ell corner hereof, said point is also the southwest corner of said Rodriguez tract;

THENCE, with the south line of said Rodriguez tract, N89°31'03"E, a distance of 75.07 feet to a 1/2-inch iron rod with "Doucet" cap set for an exterior ell corner hereof, said point is also the southwest corner of Lot 11, Block 8 of Camelot Subdivision Unit 3, recorded in Volume 5300, Page 22 (D.P.R.B.C.T.), and being the northwest corner of a Drainage Right of way as shown on said Plat;

THENCE, with the west line of said Drainage Right of way as shown on said Camelot Subdivision Unit 3, S00°28'50"E, a distance of 19.89 feet to a 1/2-inch iron rod with "Doucet" cap set for an exterior ell corner hereof, said point is also the southwest corner of said Drainage Right of way, and being the northwest corner of Lot 10 of said Camelot Subdivision Unit 3, and being the northeast corner of the McKee tract, recorded in Volume 9196, Page 178 (O.R.B.C.T.);

THENCE, with the north line of said McKee tract, S89°31'03"W, a distance of 75.07 feet to a 1/2-inch iron rod found for an interior ell corner hereof, said point is also the northwest corner of said McKee tract;

THENCE, in part with the west line of said McKee tract, and in part with the west line of the SiFuentes tract, recorded in Volume 9196, Page 162 (O.R.B.C.T.), and in part with the west line of the Bilbrey tract, recorded in Volume 9196, Page 170 (O.R.B.C.T.), and in part with the west line of the Kircher tract, recorded in Volume 9196, Page 154 (O.R.B.C.T.), and in part with the west line of the Gonzales tract, recorded in Volume 9196, Page 146 (O.R.B.C.T.), and in part with the west line of the Picardo tract, recorded in Volume 9196, Page 138 (O.R.B.C.T.), and in part with the west line of the Marine tract, recorded in Volume 9196, Page 122 (O.R.B.C.T.), and in part with the west line of the Holloway tract, recorded in Volume 10724, Page 709 (O.R.B.C.T.), and in part with the west line of the R&P Land Company, LC tracts, recorded in Volume 9388, Page 1016 (O.R.B.C.T.), S00°28'57"E, a distance of 928.60 feet to a 1/2-inch iron rod found for an interior ell corner hereof, said point is also the southwest corner of said R&P Land Company, LC tract;

THENCE, in part with the south line of said R&P Land Company, LC tract, and in part with the south line of Lot 1 of said Camelot Subdivision Unit 3, and in part with a north line of said 62.411 acre Niemann tract, N89°28'42"E, a distance of 195.02 feet to a 1-inch iron rod found for a northeast corner hereof, said point is also a northeasterly corner of said 62.411 acre Niemann tract, and being a point in the west right of way line of said King Arthur Drive (50' R.o.w. at this location), and being the southeast corner of said Lot 1;

THENCE, with the west right of way line of said King Arthur Drive, and the east line of said 62.411 acre Niemann tract, S00°28'30"E, a distance of 1022.34 feet to the **POINT OF BEGINNING** and containing 61.0008 acres (2,657,197 sq. ft.) of land, more or less.

EXHIBIT A-2

TRACT III METES AND BOUNDS DESCRIPTION

DESCRIPTION OF A TRACT OF LAND CONTAINING 11.1862 ACRES (487,271 SQUARE FEET), OUT OF THE GERTRUDE RODRIGUEZ SURVEY NO. 132, ABSTRACT 610, IN BEXAR COUNTY, TEXAS, AND BEING A PORTION OF THE 12.3 ACRE NIEMANN TRACT DESCRIBED IN VOLUME 8017, PAGE 508, OF THE DEED RECORDS OF BEXAR COUNTY, TEXAS (D.R.B.C.T.), AND BEING A PORTION OF THE NIEMANN AND WITTING TRACT DESCRIBED IN VOLUME 6039, PAGE 545 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS (O.P.R.R.P.B.C.T.), SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, SOUTH CENTRAL ZONE (4204), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000164100065):

BEGINNING at a 5/8-inch iron rod found in the north right of way line of Eisenhower Road (R.o.w. Varies), also being the beginning of the curving right of way transition between said Eisenhower Road and King Arthur Drive (R.o.w. Varies), for the a point of curvature and **POINT OF BEGINNING** hereof;

THENCE, with the curving right of way transition between said Eisenhower Road and said King Arthur Drive, along a curve to the right, whose radius is 26.25 feet, whose delta is $91^{\circ}56'56''$, whose arc length is 42.13 feet, and whose chord bears $N48^{\circ}10'54''W$, a distance of 37.75 feet to a 5/8-inch iron rod found for a point of tangency hereof, said point is also a point in the west line of said 12.3 acre Niemann tract, and being a point in the east right of way line of said King Arthur Drive;

THENCE, with the east right of way line of said King Arthur Drive, and with the west line of said 12.3 acre Niemann tract, $N01^{\circ}00'44''W$, a distance of 1017.29 feet to a 1-inch iron rod found for the northwest corner hereof, said point is also the northwest corner of said 12.3 acre Niemann tract, and being the southwest corner of a 16' alley as shown on the plat of Camelot Subdivision Unit 3, recorded in Volume 5300, Page 22, of the Deed and Plat Records of Bexar County, Texas (D.P.R.B.C.T.), and being a point in the east right of way line of said King Arthur Drive (50' R.o.w at this location), from which a 1/2-inch iron rod found on the west right of way line of said King Arthur Drive, and being the southeast corner of Lot 1, Block 8, of said Camelot Subdivision Unit 3 bears, $S89^{\circ}28'42''W$, a distance of 50.11 feet;

THENCE, with the north line of said 12.3 acre Niemann tract, and the south line of said 16' Alley, $N89^{\circ}28'42''E$, a distance of 417.61 feet to a 1/2-inch iron rod found for the northeast corner hereof, said point is also the northeast corner of said 12.3 acre Niemann tract, and being a

point in the west line of Lot 33 of Mission Church Subdivision, recorded in Volume 9515, Page 50 (D.P.R.B.C.T.);

THENCE, with the east line of said 12.3 acre Niemann tract, and the west line of said Lot 33, $S00^{\circ}44'11''E$, a distance of 607.35 feet to a 1/2-inch iron rod found for an interior ell corner hereof, said point is also the southwest corner of said Lot 33, and being an interior ell corner of said 12.3 acre Niemann tract;

THENCE, in part with the south line of said Lot 33, and with a north line of said 12.3 acre Niemann tract, $N82^{\circ}38'55''E$, at a distance of 133.99 pass a 1/2-inch iron rod found at the southeast corner of said Lot 33, for a total distance of 138.49 feet to a 1/2-inch iron rod found for an exterior ell corner hereof, said point is also an exterior ell corner of said 12.3 acre Niemann tract, and being a point in the west right of way line of Pratt Road (R.o.w. Varies);

THENCE, with the east line of said 12.3 acre Niemann tract, and the west right of way line of said Pratt Road, $S01^{\circ}25'28''E$, a distance of 401.08 feet to a 1/2-inch iron rod with "Doucet" cap set for a point of curvature hereof, said point is also the beginning of the curving right of way transition between said Pratt Road and said Eisenhower Road;

THENCE, with the curving right of way transition between said Pratt Road and said Eisenhower Road, along a curve to the right, whose radius is 26.25 feet, whose delta is $90^{\circ}10'57''$, and whose arc length is 41.32 feet, and whose chord bears $S43^{\circ}19'50''W$, a distance of 37.18 feet to a 1/2-inch iron rod with "Doucet" cap set for a point of reverse curvature hereof, said point being in the north right of way line of said Eisenhower Road;

THENCE, with the north right of way line of said Eisenhower Road, along a curve to the left, whose radius is 6600.07 feet, at an arc length of 123.53 feet, passing a 1/2-inch iron rod found in the east line of said Niemann and Wittig tract, at an arc length of 248.65 passing a 1/2-inch iron rod with "Doucet" cap set in the west line of said Niemann and Wittig tract, for an overall arc length of 263.29 feet, whose overall delta is $02^{\circ}17'08''$, and whose overall chord bears $S87^{\circ}17'09''W$, a distance of 263.27 feet to a 1/2-inch iron rod with "Doucet" cap set for a point of tangency hereof;

THENCE, continuing with the north right of way line of said Eisenhower Road, $S86^{\circ}08'33''W$, a distance of 238.66 feet to the **POINT OF BEGINNING** and containing 11.1862 acres (487,271 sq. ft.) of land, more or less.

EXHIBIT A-3

METES AND BOUNDS DESCRIPTION TRACT IV

DESCRIPTION OF A TRACT OF LAND CONTAINING 16.2708 ACRES (708,757 SQUARE FEET), OUT OF THE GERTRUDE RODRIGUEZ SURVEY NO. 132, ABSTRACT 610, IN BEXAR COUNTY, TEXAS, AND BEING OUT OF THE 16.285 ACRE TRACT CONVEYED TO JAMES C. NIEMANN, TRUSTEE FOR THE NFP PARTNERSHIP IN VOLUME 6290, PAGE 1126, OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS (O.P.R.R.P.B.C.T.), SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, SOUTH CENTRAL ZONE (4204), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.0001644100065):

BEGINNING at a 1/2-inch iron rod found in the west line of said Niemann/NFP tract, and being a point in the east right of way line of Fratt Road (R.o.w. Varies), and being an end of curvature of the curving right of way transition between said Fratt Road and Eisenhower Road (R.o.w. Varies), for the southwesterly corner and **POINT OF BEGINNING** hereof;

THENCE, with the east right of way line of said Fratt Road, and the west line of said Niemann/NFP tract, N00°31'16"W, a distance of 490.83 feet to a 1/2-inch iron rod found for an angle point hereof, said point being the end of a cut-back right of way transition between said Fratt Road and Excalibur Road (50' R.o.w.), and being an angle point in said Niemann/NFP tract;

THENCE, with the right of way transition between said Fratt Road and said Excalibur Road, and with the northwesterly line of said Niemann/NFP tract, N44°19'22"E, a distance of 21.11 feet to a 1/2-inch iron rod found for the northwest corner hereof, said point being in the south right of way line of said Excalibur Road, and being the northwest corner of said Niemann/NFP tract;

THENCE, with the south right of way line of said Excalibur Road, and with the north line of said Niemann/NFP tract, N89°29'11"E, a distance of 1202.61 feet to a 1/2-inch iron rod found for a point of curvature hereof, said point being a point of curvature in the north line of said Niemann/NFP tract, and being a beginning of curvature for a curving right of way transition between said Excalibur Road and Ray Bon Drive (60' R.o.w.);

THENCE, along the curving right of way transition between said Excalibur Road and said Ray Bon Drive, and with the northeasterly line of said Niemann/NFP tract, along a curve to the right, whose radius is 15.00 feet, whose delta is 90°08'44", whose arc length is 23.60 feet, and whose chord bears S45°19'53"E, a distance of 21.24 feet to a 1/2-inch iron rod found for a point of tangency hereof, said point being a point of tangency in the east line of said Niemann/NFP tract, and being a point in the west right of way line of said Ray Bon Drive;

THENCE, along the west right of way line of said Ray Bon Drive, and the east line of said Niemann/NFP tract, the following three (3) courses and distances:

- 1) **THENCE**, S00°38'09"E, a distance of 9.91 feet to a 1/2-inch iron rod found for a point of curvature hereof;
- 2) **THENCE**, along a curve to the left, whose radius is 430.00 feet, whose delta is 39°56'30", whose arc length is 299.76 feet, and whose chord bears S20°29'52"E, a distance of 293.73 feet to a 1/2-inch iron rod found for a point of reverse curvature hereof;
- 3) **THENCE**, along a curve to the right, whose radius is 370.00 feet, whose delta is 35°40'57", whose arc length is 230.43 feet, and whose chord bears S22°38'10"E, a distance of 226.72 feet to a 1/2-inch iron rod with "Doucet" cap set for a point of compound curvature hereof, said point being a beginning of curvature of a right of way transition between said Ray Bon Drive and said Eisenhower Road;

THENCE, along a curve to the right, whose radius is 25.00 feet, whose delta is 94°14'07", whose arc length is 41.12 feet, and whose chord bears S42°16'16"W, a distance of 36.64 feet to a 1/2-inch iron rod found for a point of tangency hereof, said point being in the north right of way line of Eisenhower Road per Row widening deed described in Volume 4779, Page 72, and being a point of tangency in said Niemann/NFP tract, also being a point of tangency in the ROW line of said Eisenhower Road as shown on TxDot ROW Maps, from which a 1/2-inch iron rod found at a point of curvature in the south right of way line of said Eisenhower Road per TxDot Row Maps, bears S88°27'35"W, a distance of 774.79 feet;

THENCE, with the north right of way line of said Eisenhower Road per said Row widening deed recorded in Volume 4779, Page 72, and with the south line of said Niemann/NFP tract, S89°22'09"W, a distance of 761.54 feet to a 1/2-inch iron rod found for an angle point hereof;

THENCE, continuing with the north right of way line of said Eisenhower Road per said Row widening deed, and the south line of said Niemann/NFP tract, S89°26'13"W, a distance of 269.60 feet to a 1/2-inch iron rod with "Doucet" cap set for a point of curvature hereof, said point being the intersection of the south line of said Niemann/NFP tract and the north line of a tract conveyed to the City of San Antonio for Row purposes in Volume 6784, Page 1470, also being the north Row line as shown on said TxDot Row maps;

THENCE, with the north right of way line of said Eisenhower Road as shown on said TxDot Row maps, along a curve to the left, whose radius is 6600.07 feet, whose delta is 02°54'59", whose arc length is 335.95 feet, and whose chord bears N89°12'00"W, a distance of 335.91 feet to a 1/2-inch iron rod with "Doucet" cap set for a point of reverse curvature hereof, said point being at the curving right of way transition between said Eisenhower Road and said Fratt Road;

THENCE, with the curving right of way transition between said Eisenhower Road and said Fratt Road, along a curve to the right, whose radius is 26.25 feet, whose delta is 90°06'23", whose arc length is 41.28 feet and whose chord bears N45°38'19"W, a distance of 37.16 feet to the POINT OF BEGINNING and containing 16.2708 acres (708,757 sq. ft.) of land, more or less.

EXHIBIT A-4

METES AND BOUNDS DESCRIPTION TRACT V

DESCRIPTION OF A TRACT OF LAND CONTAINING 21.8393 ACRES (951,321 SQUARE FEET), OUT OF THE GERTRUDE RODRIGUEZ SURVEY NO. 132, ABSTRACT 610, IN BEXAR COUNTY, TEXAS, AND BEING THE SAME TRACT CONVEYED TO NFP PARTNERSHIP IN VOLUME 6060, PAGE 12, OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS (O.P.R.R.P.B.C.T.), SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, (ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, SOUTH CENTRAL ZONE (4204), ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.0001644100065):

BEGINNING at a 1/2-inch iron rod found in the north right of way line of Eisenhower Road (R.o.w. Varies), and being at the curving right of way transition between said Eisenhower Road and Ray Bon Drive (60' R.o.w.), and being a point of curvature in the south line of said NFP Partnership tract, for a point of curvature and southwesterly corner and **POINT OF BEGINNING** hereof;

THENCE, with the curving right of way transition between said Eisenhower Road and Ray Bon Drive, and the curving southwest line of said NFP Partnership tract, along a curve to the right, whose radius is 25.00 feet, whose delta is $86^{\circ}22'37''$, whose arc length is 37.69 feet, and whose chord bears $N47^{\circ}37'53''W$, a distance of 34.22 feet to a 1/2-inch iron rod with "Doucet" cap set for a point of reverse curvature hereof, said point being in the east right of way line of said Ray Bon Drive, and being a point of reverse curvature of said NFP Partnership tract;

THENCE, with the east right of way line of said Ray Bon Drive, and the west line of said NFP Partnership tract, the following four (4) courses and distances:

- 1) **THENCE**, along a curve to the left, whose radius is 430.00 feet, whose delta is $36^{\circ}00'35''$, whose arc length is 270.25 feet, and whose chord bears $N22^{\circ}25'06''W$, a distance of 265.82 feet to a 1/2-inch iron rod found for a point of reverse curvature hereof;
- 2) **THENCE**, along a curve to the right, whose radius is 370.00 feet, whose delta is $39^{\circ}57'24''$, whose arc length is 258.03 feet, and whose chord bears $N20^{\circ}30'16''W$, a distance of 252.83 feet to a 1/2-inch iron rod found for a point of tangency hereof;
- 3) **THENCE**, $N00^{\circ}25'26''W$, a distance of 24.98 feet to a 1/2-inch iron rod found for an angle point hereof;
- 4) **THENCE**, $N00^{\circ}30'32''W$, a distance of 173.76 feet to a 1/2-inch iron rod found for the northwest corner hereof, said point is also the northwest corner of said NFP Partnership tract, and being the southwest corner of Lot 20, Block

14, of Camelot Subdivision Unit 14, recorded in Volume 5970, Page 27, of the Deed and Plat Records of Bexar County, Texas (D.P.R.B.C.T.);

THENCE, with the north line of said NFP Partnership tract, and in part with the south line of Lots 20-9, Block 14, of said Camelot Subdivision Unit 14, and in part with the south line of Lots 8-6, Block 14, of Camelot Subdivision Unit 8, recorded in Volume 5870, Page 23 (D.P.R.B.C.T.), the following three (3) courses and distances:

- 1) THENCE, N89°39'03"E, at a distance of 327.14 feet passing a 1/2-inch iron rod found at the common rear corner of Lot 16 and 17, for a total distance of 990.41 feet to a 1/2-inch iron rod found for a point of curvature hereof, said point being in the south line of said Lot 8;
- 2) THENCE, along a curve to the left, whose radius is 487.84 feet, whose delta is 22°13'02", whose arc length is 189.17 feet, and whose chord bears N78°27'39"E, a distance of 187.98 feet to a 60D nail found in a tree for a point of tangency hereof, said point being in the southeast line of said Lot 6;
- 3) THENCE, N67°19'08"E, a distance of 72.77 feet to a 1/2-inch iron rod found for an exterior ell corner hereof, said point being in the southeast line of said Lot 6, and being a point in the rear line of Lot 24, Block 14, of Camelot Subdivision Unit 14, recorded in Volume 6100, Page 49 (D.P.R.B.C.T.);

THENCE, with a easterly line of said NFP Partnership tract, and with the rear line of Lots 24-26, of said Camelot Subdivision Unit 13, S22°43'40"E, a distance of 239.67 feet to a 1/2-inch iron rod found for an interior ell corner hereof, said point being an angle point in the rear line of said Lot 26, and being an interior ell corner of said NFP Partnership tract;

THENCE, with a north line of said NFP Partnership tract, and with the south line of Lots 26-28 of said Camelot Subdivision Unit 13, N89°34'01"E, a distance of 247.74 feet to a 1/2-inch iron rod found for the northeast corner and a point of curvature hereof, said point being the northeast corner of said NFP Partnership tract, and the southeast corner of said Lot 28, and being a point in the curving west right of way line of Midcrown Drive (60' R.o.w.);

THENCE, with the west right of way line of said Midcrown Drive, and the east line of said NFP Partnership tract, the following three (3) courses and distances:

- 1) THENCE, along a curve to the right, whose radius is 640.00 feet, whose delta is 09°55'10", whose arc length is 110.80 feet, and whose chord bears S31°40'10"W, a distance of 110.66 feet to a 1/2-inch iron rod found for a point of reverse curvature hereof;
- 2) THENCE, along a curve to the left, whose radius is 700.00 feet, whose delta is 37°07'28", whose arc length is 453.56 feet, and whose chord bears S17°58'19"W, a distance of 445.67 feet to a 1/2-inch iron rod with "Doucet" cap set for a point of tangency hereof;
- 3) THENCE, S01°09'32"E, a distance of 0.25 feet to a 1/2-inch iron rod with "Doucet" cap set for a point of curvature hereof, said point being at the curving right of way transition between said Midcrown Drive, and said Eisenhower Road, and being a point of curvature of said NFP Partnership tract;

THENCE, with the curving right of way transition between said Midcrown Drive, and said Eisenhower Road, and with the curving southeasterly line of said NFP Partnership tract, along a curve to the right, whose radius is 25.00 feet, whose delta is $90^{\circ}30'07''$, whose arc length is 39.49 feet, and whose chord bears $S44^{\circ}01'28''W$, a distance of 35.51 feet to a 1-inch iron rod found for a point of tangency hereof, said point being a point of tangency in the south line of said NFP Partnership tract, and being a point in the north right of way line of said Eisenhower Road;

THENCE, with the south line of said NFP Partnership tract, and the north right of way line of said Eisenhower Road, $S89^{\circ}21'03''W$, a distance of 1144.87 feet to the **POINT OF BEGINNING** and containing 21.8393 acres (951,321 sq. ft.) of land, more or less.