

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

May 21, 2012

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

**Regular City Council Meeting
7:00 P.M.**

NOTICE IS HEREBY GIVEN THAT A REGULAR WINDCREST CITY COUNCIL MEETING WILL BE HELD AT WINDCREST CITY HALL, 8601 MIDCROWN, WINDCREST, TEXAS ON THE 21st DAY OF MAY 2012 STARTING AT 6:00 P.M. DURING THE MEETING THE FOLLOWING SUBJECTS WILL BE CONSIDERED AND THE COUNCIL MAY TAKE ACTION ON ANY OF THE LISTED SUBJECTS.

THE CITY COUNCIL RESERVES THE OPTION TO RECESS THE MEETING DURING THE EVENING OF MAY 21, 2012 AND TO RECONVENE THE MEETING ON THE FOLLOWING DAY, MAY 22, 2012 AT 9:00 A.M. AT THE WINDCREST CITY HALL, 8601 MIDCROWN, WINDCREST, TEXAS.

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

Ordinance No. 618 (09/20/10), Repealing Ordinance No. 593

At all City Council, City Commission or City Board meetings, the agenda shall include a "citizens to be heard" item. It is suggested that Citizens wishing to speak during this item sign in on the sign up roster prior to the meeting. During "citizens to be heard" comments, each individual may speak on an agenda item or any other matter affecting the city. In addition to the "citizens to be heard" portion of meetings, a person may make comments on agenda items prior to the vote on the agenda item. A member of the public will have a total of six (6) minutes to be heard during a City Council, City Commission or City Board Meeting. This does not include any responses from the body. The six (6) minutes time limit authorized herein may not be transferred to another speaker in whole or in part. The presiding Officer or his/her designee will assign a Time Keeper to each meeting. The Time Keeper will maintain strict compliance of the six (6) minute rule, stopping speakers who exceed the allotted time. As authorized by Section 551.042 of the Texas Government Code, the Presiding Officer may direct a City Official to make: a statement of specific factual information in response to an inquiry made by a member of the public or of the City Council. or; a recitation of existing policy in response to an inquiry made by a member of the public or the City Council. Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting. Any question posed by a Citizen, Council Member, Board Member or Commission Member for which an answer is not available at a meeting shall be answered by a member of the staff or Presiding Officer at the next regular meeting of the Body, if an answer is reasonably available and prudent. If the information is sensitive, staff will seek advice from the City Attorney.

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

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

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

II. Monthly Department Reports Month Ending April 30, 2012 For FY 2011 – 2012

1. Fire Department – Dan Reese, Fire Chief will present the monthly Fire Department report for the month of April. The discussion will include Summary of Calls for the Month of April 2012 (FY 2011-2012) including the response times for the City, County and Annexed area. (Att. 1)
2. Police Department/Code Compliance/Animal Control – Police Chief Al Ballew, Asst. Chief Joe O'Brien, Lt. Dale Clark, will present the monthly Police Department/Code Compliance/Animal Control reports for the month of April 2012. (FY 2011-2012). (Att. 2)
3. Public Works/Landscaping – Chris Gamboa, Interim Director of Public Works will present the monthly Public Works and Landscaping reports for the month of April 2012 (FY 2011-2012). (Att. 3)
4. Court – Rafael Castillo; City Manager, Heather Weidenbach, City Secretary/Assistant Court Administrator; Kelly Rodriguez, Municipal Court Clerk; and will present the Court report for the month of April 2012 (FY 2011-2012). (Att. 4)
5. City Secretary/Building Service/Health – Heather Weidenbach, City Secretary will present the City Secretary, Building Services and Health report for the month of April 2012 (FY 2011-2012) (Att. 5)
6. EDC – Sherry Mosier, EDC Director will present the EDC report for the month of April 2012 (FY 2011-2012). (Att. 6)

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

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

IV. Oath of Office Ceremony

1. The unopposed elected City Officials will be administered the Oath of Office.

V. Presentations

1. Albert Flores and Robert Colunga will present a proposal to City Council regarding Smartphone Application(s) to promote the City of Windcrest.
2. Jose Perez, President of the WVFD Association and Fire Chief Dan Reese will recognize Braison Boykin, Joshua Dobard and Gideon J.L. Johnson, three (3) Theodore Roosevelt High School Seniors who were selected for this year's City of Windcrest Firefighter's Association's \$1,000.00 Scholarship.
3. James McAden of CPS Energy will provide City Council a presentation regarding an Agreement Incident to Termination of the Community Infrastructure & Economic Development (CIED) Fund Program.
4. Jan Leaders, Chairperson of the Parks & Recreation Board will present City Council the bid proposals for shade structures at Takas Park.

VI. Unaudited Financials

City Council may take action if deemed necessary.

1. Sarah Mangham, Municipal Finance Officer, will present City Council the unaudited Balance Sheet year to date comparisons for month ending April 30, 2012 (FY 2011 – 2012). (Att. 7)

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 discuss and may take action on Ordinance No. 2012-663, an ordinance approving and adopting an amendment to the budget for operating the Municipal Government of the City of Windcrest for the Fiscal Year beginning October 1, 2011 and ending on September 30, 2012; and establishing a savings clause and an effective date. **Second Reading** (Sarah Mangham, Municipal Finance Officer Request) (Att. 8)
2. City Council will discuss and may take action on Ordinance No. 2012-664, an ordinance approving and adopting a budget for operating the Economic Development Corporation of the City of Windcrest for the Fiscal Year beginning October 1, 2011 and ending on September 30, 2012; and establishing a savings clause and an effective date. **Second Reading** (Sarah Mangham, Municipal Finance Officer Request) (Att. 9)
3. City Council will discuss and may take action on Ordinance No. 2011-654A, an ordinance extending the carport moratorium on construction of carports and prohibiting the acceptance of applications for carport building permits adopted on December 5, 2011 for an additional sixty days (60) from the moratorium's expiration. **Second Reading** (Rafael Castillo, Jr., City Manager Request) (Att. 10)
4. City Council will discuss and may take action on Ordinance No. 2012-657A, an ordinance amending Chapter 3, Animal Control, by adopting provisions relating the sterilization of adopted animals and by clarifying the restriction on loose dogs. **Second Reading** (Councilperson Pam Dodson Request) (Att. 11)
5. City Council will discuss and may take action on Ordinance No. 2012-665, an ordinance amending Chapter 20, Traffic and parking, of the Code of Ordinances of the City of Windcrest, Texas by eliminating 30 MPH speed limit on Eaglecrest, Crestway and Windor Hill and by adding additional stop signs at locations on Crestway, Eaglecrest and Midcrown. **First Reading** (Alan E. Baxter, Mayor and Police Chief Al Ballew Request) (Att. 12)
6. City Council will discuss and may take action on Ordinance No. 2012-666, an ordinance amending Chapter 12, Health and Sanitation, of the Code of Ordinances of the City of Windcrest, Texas, by restructuring subchapter 12.800 and by adoption of progressive violation procedures. **First Reading** (Alan E. Baxter, Mayor, Councilmember John Gretz and Police Chief Al Ballew Request) (Att. 13)

VIII. Resolutions

1. City Council will discuss and may take action to adopt Resolution No. 2012-374 (R), a resolution ratifying the purchase of HVAC units. *(Rafael Castillo, Jr., City Manager and Sarah Mangham, Municipal Finance Officer request)* (Att. 14)
2. City Council will discuss and may take action to adopt Resolution No. 2012-375, a resolution entering into an agreement with CPS Energy regarding the Agreement Incident to Termination of the Community Infrastructure & Economic Development (CIED) Fund Program. *(Rafael Castillo, Jr., City Manager Request)* (Att. 15)

IX. Discuss and Act

1. City Council will discuss and may take action on the purchase of a Smartphone Application to promote the City of Windcrest split between the Windcrest Economic Development Corporation and the City of Windcrest. *(Rafael Castillo, Jr., City Manager Request and Robert Colunga, Windcrest Government Relations/Business Development)*
2. City Council will discuss and may take action regarding the recommendation from the Parks & Recreation bid for proposal for shade structures at Takas Park. *(Rafael Castillo, Jr., City Manager and Jan Leaders, Parks & Recreation Chairperson Request)*. (Att.16)
3. City Council will discuss and may take action to have City Staff move forward with the Request for Qualifications for Indefinite Delivery, Indefinite Quantity, Engineering, Planning, Coordination, and Project Management Services. *(Rafael Castillo, Jr., City Manager and Sarah Mangham Request)* (Att. 17)
4. City Council will discuss and may take action to purchase t-shirts to promote "Windcrest is 20". *(Alan E. Baxter, Mayor and Katye Brought, Marketing & Events Request)*
5. City Council will discuss and may take action to on a proposal to join the North San Antonio Chamber of Commerce and creation of a Windcrest Council. *(Alan E. Baxter, Mayor, Rafael Castillo, Jr., City Manager and Robert Colunga, Windcrest Government Relations/Business Development Request)*
6. City Council will discuss and may take action to exercise the city's rights to terminate the ADP contract with cause. *(Rafael Castillo, Jr., City Manager, Sarah Mangham, Municipal Finance Officer and Michael Brenan, City Attorney Request)*

7. City Council will discuss and may take action regarding scheduling time for evaluating City Staff that have been appointed by City Council. *(Pamela Dodson, Mayor Pro Tem Request)*

X. 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.

XI. 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 May 21, 2012.

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 ____ May, 2012.

____ Title: _____



Volunteer Fire Department Report for the month of April 2012

Highlights

- We are in the final stages of planning for the Annual Fireman's Picnic, the mail-out was delivered, we are receiving donations, delivering tickets and we are delivering an additional flyer to each home in Windcrest. We have added home delivery for Windcrest residents and hope that will eliminate some wait at "food to go".
- 4 members are completing Paramedic School this month. When they complete we will have 6 Paramedics volunteering for your Fire Department.
- We responded to a fire in a home on Weathercock mid-month. The response was outstanding and we were able to put the fire out very quickly. Of course, we are grateful for the support of our Police and Public Works. We received mutual aid from Camelot VFD and Converse FD.
- Chief Reese, Capt. Erick Vargas and Lt David Richards attended the Fire Department Instructors Conference in Indianapolis on April 17 – 21. This is a great training event with over 35,000 firefighters from around the country attending. Excellent training and networking to improve our fire department.

Goals

- Put one more successful Firefighter Picnic behind us put lessons learned into action.
- Update all Emergency Action Plan Annexes by the end of June.

Summary

During the month of April 2012, the Fire Department responded to 139 calls. 103 EMS, 7 fire and 29 other, which included assists to the public, false alarms, hazardous and good intent calls.

Year to Date Totals (October - March)

	Fire	EMS	Other
City (includes Annex)	8	342	107
County Calls	64	248	47
Other Mutual Aid	17	25	72
Sub-total	89	615	226
April 2012	Fire	EMS	Other
City (includes Annex)	2	55	15
County Calls	45	3	6
Other Mutual Aid	3	2	8
April Sub-total	50	60	29
Grand Total	139	675	255

Volunteer Department Report for the month of April 2012

Total all calls: 1069

The Windcrest Volunteers provided:

- 1569 hours of scheduled volunteer time for the month of April.
- That equates to an average of 2.3 person staffing 24 hours a day.
- Actual staffing on calls for the month of July
 - 4.32 persons for all calls – EMS and Fire
 - 10.57 persons for Fire only calls

Note: Typical staffing in a paid department is 3 to 4 firefighters per apparatus. Our average staffing for April would staff two Engine crews and a Quint crew.

Average response time:

City	64 Calls	03 min. 37 seconds
County	52 Calls	04 min. 50 seconds
Annex	6 Calls	05 min. 02 seconds

▪ Rainfall:

April	0.43 inches
Year-to-date	12.86inches

Respectively submitted to the City Council through the City Manager



May 8, 2012

SIGNATURE

DATE

Please contact me with any questions concerning this report

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



WINDCREST TEXAS

Police Department

Report for the month of April 2012

Highlights

- 1) Officers responded to a disturbance and arrested an adult male at a residence for the shooting death of an acquaintance.
- 2) Officers pursued and arrested two adult males for auto theft from a residence.
- 3) Undercover Officer on stakeout along with patrol officers arrested 2 adult males for Burglary of a Vehicle at a local restaurant parking lot.

Goals

- 1) Interface COPSsync in car computer system with Incode and Municipal Court so officer can utilize auto ticket writers.

Summary Patrol

Proactive police activities: 1,596	Year to date total : 6,324
Citizen calls for service: 471	Year to date total :1,871
Felony arrests: 6	Year to date total :23
Misdemeanor arrests: 33	Year to date total :125
Warrant arrests: 16	Year to date total: 66
Moving traffic violations: 375	Year to date total :1690
Other non-traffic violations:27	Year to date total :98
Warning Citations: 94	Year to date total :522
Briefings, escorts & department tours: 0	Year to date total: 2

Summary Criminal Investigation Division

CID	Total Cases	Inv Assigned	Cases per Inv
2012	68	3	23



WINDCREST TEXAS

Summary Criminal Investigation Division

	April 2012	Year to Date
Cleared by arrest (Felony)	5	20
Cleared by arrest (Misdemeanor)	21	85
Suspended (Felony)	5	26
Suspended (Misdemeanor)	26	117
Cleared by Exceptional means (Felony)	0	1
Cleared by exceptional means (Misdemeanor)	0	0
Cleared no arrest (Felony)	0	1
Cleared no arrest (Misdemeanor)	0	1
Transferred to other Agency (Felony)	0	0
Transferred to other agency (Misdemeanor)	1	1
Unfounded (Felony)	1	3
Unfounded (Misdemeanor)	0	3
Active (Felony)	7	26
Active (Misdemeanor)	3	24
Total Cases Investigated	90	308

Summary Officer Training

Course	Officer	Training Hours
General Latent Print Processing	Davila	16
Annual Handgun Qualification	All Sworn Officers	2
Annual Shotgun Qualification	All Sworn Officers	1
Annual TASER Certification	All Sworn Officers	1
Interpol	Dumas	4
TCIC Less Than Full Access Retest	Dumas	4
TCIC Full Access Retest	Medellin	4

Summary Training K9

Training Hours: 22	Year to date training hours: 114
WPD callouts:0	Year to date WPD callouts: 2
Outside agency callouts: 3	Year to date outside agency callouts: 10
Vehicles searched:6	Year to date vehicles searched: 46
Arrests: 4	Year to date arrests: 51

Summary Staff Incidents

None

Special Inquiries / Concerns / Safety Tips

From the Chief...

Summer is quickly approaching and that means families will be busy! Children will be out of school, lots of outdoor activities, vacations and family fun. While you and your family are having a great summer...criminals will also be having a great summer, at your expense! Don't be a victim...plan and prepare wisely. Crime prevention is not a part time job...you have to be responsible for yourself and make a plan.

There are no guarantees that you will not become a victim of crime. But, you can do a lot to lessen your chances and even prevent crime. Criminals usually pick the easiest targets...always be aware of your surroundings and report all suspicious activity. Crime prevention should cover all aspects of your daily life. Paranoia and preparedness are two very different things! Crime prevention is important at home, work, school and every place in between. We can help you and your family live a fear free life. The Windcrest Police Department has officers certified as crime prevention specialists that can provide home security surveys enabling you to better secure your home and possibly allow for a homeowners insurance discount. To schedule a home security survey, contact the Windcrest Police Department at 655-2666. There are lots of great tips to prevent crime. You can find many more crime prevention tips for your home, your vehicle and your personal security on our website at <http://www.windcrest-tx.gov>, click on Police and follow the tab to Crime Prevention. Be safe...choose not to be a victim!

Sincerely,

A.O. "Al" Ballew
Chief of Police

Respectively submitted to the City Council through the City Manager



Alan C. Ballew

May 14, 2012

SIGNATURE

DATE

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

**San Antonio	January	February	March	April	May	June	July	August	September	October	November	December	YTD Total
Arson	0	0	0	0									0
Assault	0	0	0	0									0
Aggravated Assault	4	3	6	3									16
Assault Family Vio	0	0	0	0									0
Burg Building	10	5	7	6									28
Burg Business	16	16	12	9									53
Burg Habitation	56	32	49	47									184
Burg Vehicle	70	62	66	75									273
Deadly Conduct	4	1	2	1									8
Homicide	1	0	0	0									1
Indecency W/Child	1	1	5	2									9
Injury to Child	0	0	0	0									0
Robbery Business	2	4	1	1									8
Robbery Individual	8	14	2	4									28
Sexual Assault	2	6	5	1									14
Theft	6	6	4	4									20
Theft Motor Vehicle	35	12	12	21									80
VPO	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
Assault	0	0	2	1									3
Aggravated Assault	0	0	0	0									0
Assault Family Vio	1	2	1	2									6
Burg Building	0	0	1	1									2
Burg Business	1	1	0	0									2
Burg Habitation	2	1	0	4									7
Burg Vehicle	10	20	14	13									57
Deadly Conduct	0	0	2	0									2
Homicide	0	0	0	1									1
Indecency W/Child	0	0	0	0									0
Injury to Child	0	1	0	0									1
Robbery Business	0	0	0	0									0
Robbery Individual	0	0	0	0									0
Sexual Assault	0	0	0	0									0
Theft	26	13	32	16									87
Theft Motor Vehicle	4	3	1	2									10
VPO	0	0	0	0									0

**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

WINDCREST POLICE DEPARTMENT

MONTHLY REPORT

2012 VEHICLE OPERATIONS

2012	P-660	P-711	P-712	P-714	P-816	P-850	P-851	P-221	P-222	U-513	U-601	U-604	U-813	U-814	P25	PW1	CP	MONTHLY TOTAL
JANUARY	1,072	846	501	773	934	572	1,008	2,294	860	2,720	1,007	393	984	0	841	454	671	14,635
FEBRUARY	514	1324	247	1269	1118	0	783	1498	1243	2426	962	646	2392	526	841	454	636	16879
MARCH	1029	1900	935	1329	1072	1040	1211	1255	1221	2808	365	623	692	460	1177	338	566	18021
APRIL	438	1844	1149	994	1547	1570	564	1354	766	2308	499	698	731	616	1104	365	447	16994
MAY																		0
JUNE																		0
JULY																		0
AUGUST																		0
SEPTEMBER																		0
OCTOBER																		0
NOVEMBER																		0
DECEMBER																		0
TOTAL MILES	3053	5914	2832	4365	4671	3182	3566	6,401	4,090	10262	2833	2360	4799	1602	3122	1157	2320	66529
YEAR	2006	2007	207	2007	2008	2008	2008	2012	2012	2005	2006	2006	2008	2008	2007	2001	2005	
MAKE	FORD	FORD	FORD	FORD	FORD	FORD	FORD	Chev	Chev	FORD	FORD	FORD	FORD	FORD	FORD	Ford	FORD	
MODEL	Interceptor	Interceptor	Interceptor	Interceptor	Interceptor	Interceptor	Interceptor	Tahoe	Tahoe	Interceptor	Taurus	Taurus	Explorer	Explorer	F150	F150	Taurus	
ASSIGNMENT	Chief	Patrol	Warrants	Patrol	Patrol	Patrol	Patrol	Patrol	K-9	Asst/Chief	Lieutenant	CID	CID	CID	Animal Control	Code Compliance	Citizen Patrol	

2012 VEHICLE OPERATIONS

January 2012 Patrol Vehicle Mileage Stats

WINDCREST POLICE DEPARTMENT

MONTHLY ACTIVITY REPORT - PATROL

April 2012

OFFICERS		REPORTS						ARRESTS						OTHER ACTIVITY										ASSIGNMENTS										ABSENCES			DETAIL			
NUMBER OF OFFICERS ASSIGNED TO DIVISION:		OFFENSE REPORTS	MISC. INCIDENT RPTS	SUPPLEMENTAL RPTS	ACCIDENT RPTS	INTEL RPTS	ARREST RPTS	TOTAL RPTS	PERSONS ARRESTED	FELONY	MISDEMEANOR	CURFEW	WARRANTS	ARRESTS ON CALL	ARRESTS ON SIGHT	# PERSONS CITED	CITATIONS	WARNINGS	TOTAL CITATIONS	CRM PREV REMINDER	PARKING VIO. NOTICE	ON SIGHT ACTIVITY	OPEN DOOR / WIN	BUSINESS CHECKS	HOUSE CHECKS	REGULAR DUTY DAYS	VEH PATROL HOURS	BREAK	TRAINING	MAJOR INCIDENT	COURT	BIKE HOURS	OTHER ASSIGNMENT	TOTAL HOURS	OVERTIME	PATROL VEH MILEAGE	RELIEF DAYS	SCHED TIME OFF	UNSCHED TIME OFF	
REGULAR:	12																																							
PAID REG	2																																							
NON-PAID REG	1																																							
TOTAL:	15																																							
Cpl Lee 4160		4	21	1	2	0	0	28	0	0	0	0	0	0	0	7	3	6	9	2	0	3	0	5	1	21	79.00	21.00	10.50	8.00	0.00	0.00	50.00	168.50	1.50	413	8	0.00	0.00	DAYS
Ptl. Rosales 4172		5	27	0	2	0	5	39	5	0	2	2	1	2	0	19	22	2	24	13	9	25	2	56	18	20	137.00	20.00	4.50	0.25	0.00	0.00	2.50	164.25	4.25	714	9	0.00	8.00	DAYS
Ptl. Cianchetta 4173		10	37	0	2	0	4	53	4	1	2	0	1	2	1	20	21	7	28	32	2	91	3	83	31	19	130.00	15.00	18.00	0.00	0.00	0.00	0.00	163.00	0.00	640	8	0.00	0.00	DAYS
Cpl. Hernandez 4166		1	19	0	1	0	0	21	0	0	0	0	0	0	0	20	28	2	30	4	1	4	0	30	0	20	108.00	20.00	0.00	18.50	0.00	0.00	18.50	157.00	0.00	320	10	0.00	0.00	EVENINGS
Ptl Chapa 4102		2	20	0	2	0	0	24	0	0	0	0	0	0	0	28	20	11	31	11	2	12	0	62	0	21	147.00	21.00	0.00	0.00	0.00	0.00	4.00	172.00	4.00	802	8	0.00	0.00	EVENINGS
Ptl Duquette 4175		14	30	0	1	0	2	47	2	0	1	0	1	2	0	55	73	12	85	85	19	104	0	154	0	21	147.00	21.00	0.00	0.00	0.00	0.00	0.00	168.00	1.00	799	8	0.00	0.00	EVENINGS
Ptl. Pena 4176		9	27	0	1	0	4	41	4	1	2	0	2	1	3	77	66	26	92	25	8	35	0	68	0	21	142.00	20.00	0.00	6.00	0.00	0.00	0.00	168.00	0.00	932	8	0.00	0	EVENINGS
Ptl M Hernandez 4171		2	2	0	0	0	3	7	3	2	1	0	0	2	1	5	12	0	12	0	0	3	0	0	0	13	104.00	5.50	10.00	0.50	0.00	0.00	6.00	126.00	6.00	171	13	40.00	0.00	K9
Cpl. Shepherd 4163		10	14	0	0	0	7	30	7	0	7	0	0	0	7	32	45	11	56	7	0	19	0	40	0	17	69.75	16.50	4.40	13.50	0.00	0.00	38.25	142.40	6.40	536	8	16.00	8.00	MIDS
Ptl. Dumas 4169		9	17	0	0	0	3	29	3	2	1	0	0	0	3	16	26	10	36	0	1	16	0	46	0	18	111.00	18.00	11.00	15.00	0.00	0.00	0.00	155.00	7.00	372	9	16.00	3.00	MIDS
Ptl. Lindsey 4174		10	18	0	1	0	3	32	3	1	2	0	1	3	0	55	55	16	71	9	19	35	1	131	0	22	149.00	22.00	0.00	10.00	0.00	0.00	0.00	181.00	5.00	826	8	0.00	0.00	MIDS
Ptl. Hastings 4177		11	20	0	0	0	4	35	4	0	2	0	0	1	2	23	18	5	23	25	5	35	0	51	0	18	0.00	18.00	142.00	0.00	0.00	0.00	0.00	160.00	0.00	713	12	0.00	0.00	FTO
Ptl Kinnebrew 4170		2	1	0	0	0	0	3	0	0	0	0	0	0	0	5	7	4	11	0	0	0	0	1	0	2	14.00	2.00	0.00	0.00	0.00	0.00	0.00	16.00	0.00	59	0	0.00	0.00	NON-PAID
W Clark 4555		0	32	19	0	0	0	51	0	0	0	0	0	0	0	0	0	0	0	0	0	7	0	0	0	18	83.25	16.75	1.25	28.75	0.00	0.00	30.00	160.00	0.00	695	9	0.00	0.00	Animal
J Gonzales 4548		0	60	0	0	0	0	60	0	0	0	0	0	0	0	0	0	0	0	0	1	60	0	0	0	17	76.00	15.50	0.00	0.00	10.35	2.00	46.50	150.35	1.85	278	9	0.00	11.50	Code
TOTALS		89	345	20	12	0	35	500	35	7	20	2	6	13	17	362	396	112	508	213	67	449	6	727	50	268	1497	252.3	201.7	101	10.4	2	195.8	2251.5	37	8270	127	72	30.5	

City of Windcrest Monthly Code Compliance Report

Current Code Compliance Officer in Training

City Code Violations	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	TOTAL
Parking Violation	2	1	6	4	0	0	1						14
Dog's running at large	2	2	1	2	2	2	0						11
Animal Registration	0	0	0	2	0	3	0						5
Animal Waste disposal	0	1	1	0	0	1	0						3
Overgrown Weeds, Grass, Vegetation Front	5	14	8	1	28	45	49						150
Overgrown Weeds, Grass, Vegetation Alleyway	0	11	13	2	17	18	11						72
Vacated Property	0	1	0	0	0	0	0						1
Littering Street	3	0	0	1	0	1	0						5
Littering Alley	1	1	1	0	1	0	0						4
Barking Dog	0	0	0	0	0	0	0						0
No Alarm Permit	4	5	1	0	0	0	0						10
No Building Permit	2	1	0	5	2	0	1						11
Street for storage parking "Veh. On street"	3	2	6	1	0	0	0						12
Junk Vehicle	2	0	2	1	0	0	11						16
Vehicles on grass	5	2	2	4	2	0	0						15
R.V. / Boat / Trailer on Driveway/Street	3	3	6	5	0	1	3						21
Health and Sanitation	0	0	1	0	3	0	3						7
Overhanging tree limbs "Street"	2	2	0	2	0	0	0						6
Overhanging tree limbs "Alley"	0	1	0	0	0	0	0						1
Bandit Signs	36	29	20	46	49	45	40						265
Stagnant Pool Water	0	0	1	0	0	0	0						1
Emptying pool into street	2	1	1	0	0	0	0						4
Solicitors	1	1	0	2	2	1	0						7
Watering wrong time of day	18	2	0	7	3	0	0						30
Watering wrong day	3	1	0	1	0	0	0						5
Wasting Water " Street/Alley"	0	5	0	1	1	0	0						7
Refusal to pay Solid Waste	0	0	0	19	0	0	0						19
Obstruction of Streets and Roadways	3	1	1	0	0	0	5						10
Unsanitary / Unsanitary Conditions	2	9	5	1	3	0	5						25
No Garage / Estate Permit	0	0	0	0	0	0	0						0
Teen Curfew	0	0	9	4	6	0	3						22
Regulation of Use of Drainage Ditches	0	0	6	0	2	0	0						8
Graffiti and Tools	0	0	1	0	1	0	0						2
Noise Nuisance	0	0	0	1	0	0	1						2
Total Issues Addressed	99	96	92	112	122	117	133						771
Written Notice by Code Compliance	16	35	31	27	41	67	55						272
Verbal Warnings by Code Compliance	31	23	22	26	18	4	23						147
MORT Citation Issued by Code Compliance	0	0	0	0	0	0	0						0
Written Warnings by PD	3	8	3	2	2	2	2						22
MORT Citation Issued by PD	3	1	16	11	12	5	13						61
Total Enforced	53	67	72	66	73	78	93						502

* 8 HRS / Day in Field

Prepared by JGonzalez 5/4/2012

ANIMAL CONTROL STASTICS FOR APRIL 2012.	APRIL	OCT/ YTD
Calls for service	42	256
Business Hours	41	246
Non Business Hours	1	10
Dispatched Calls	27	173
Calls from citizens	1	5
Self initiated	14	78
Number of dogs retrieved	9	63
Number of dogs returned to owners by staff members of the Camelot Animal Hospital	0	12
Number of dogs returned to owner by Animal Control	3	18
Number of dogs taken to Canyon Lake Animal Shelter Society	0	1
Number of dogs taken to Animal Defence League (8 from previous month)	9	14
Number of dogs taken to Humane Society of San Antonio	0	0
Number of dogs adopted out	2	13
Number of dogs euthanized	0	1
Number of dogs which died from disease or unknown illness	0	1
Number of dogs still remaining at the Camelot Animal Hospital	3	3
Number of carry over of dogs from previous month still at Camelot Animal Hospital:	0	0
Number of dogs which escaped from Camelot Animal Hospital	0	1
Breed of dogs retrieved:		
Poodle	0	3
Beagle	0	1
Chihuahua	1	3
Husky	0	1
Dachshund	0	4
Mixed	6	41
Golden Retriever	0	1
Irish Setter	0	1

Mini Pincher	0	1
Cocker Spaniel	0	2
German Shepherd	0	1
Pit Bull	0	1
Rottweiler	0	1
Basset Hound	2	2

Number of calls for dogs running at large but were neither Found or caught:	4	60
---	---	----

Number of dogs which had tags	1	5
Number of dogs with microchip	2	7

Number of cats sterilized	7	31
---------------------------	---	----

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

Number of animals euthanized due to injury, illness, or were at high Risk for the rabies virus:	0	2
---	---	---

Raccoon (sick)	0	0
Cat (sick)	0	0
Skunk (high risk)	0	2
Fox (sick and high risk)	0	0

Number of deceased animals disposed of	11	57
--	----	----

Cats	3	10
Opossum	1	8
Raccoon	0	3
Skunks	0	0
Squirrels	5	24
Deer	0	1
Dog	0	2
Duck	0	5
Owl	0	1
Snake	1	1
Dove	1	1
Turtle	1	1

Nmber of citations written for Animal Running At Large	0	2
Number of citations for not having animal vaccinated	0	1
Number of citations for not having animal registered	0	1
Number of Written Warnings issued for Animal Running At Large	1	6
Number of Written Warnings issued for failure to register animal	1	2
Number of Written Warnings issued for not having animal vaccinated	1	1
Total cost for animal care for the month of APRIL:	\$493.00	\$6297.50

W. Clark ACO



WINDCREST TEXAS

Street Report for the month of April 2012

Highlights

1. Every Monday: Mow, edge and trim as needed throughout the city: 2men x8 hours.
Pick up trash in parks and city easement right of ways as needed: 2 men x6 hours.
2. Every Friday: Wash vehicles: 1 man x6 hours.
Clean up shop area: 2 men x2 hours.
3. Street sweeping: 1 man x8 hours.
4. Mow, edge, and trim drainage ditches, easements right of ways, park area and retention pond: 4 men x15 days.
5. Alley repairs on Crestway DR., Faircrest Dr., Midcrown Dr., and Windway Dr.: 2 men x4 days.
6. Install street signs on Windbrook Estates Park: 2 men x1 day.
7. Pool maintenance: 1 man x3 hours.

Goals

Prepare Takas Park for the annual Firemen Picnic.

Summary

Keep the City of Windcrest looking it's best for both residents and visitors.

Respectively submitted to the City Council through the City Manager

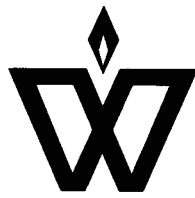
Prepared by Chris Gamba

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).

✓ R.B.



WINDCREST TEXAS

Landscaping Report for the month of April 2012

Highlights

1. Every Monday: Pick up trash at City Hall, Civic Center, on islands, and monuments: 2 men x4 hours.
2. Water trees, plants, and grass as allowed under water restrictions: 2 men X4 hours.
3. Mow, edge, and trim islands, monuments, City Hall, Civic Center, and fire dorns as required: 2 men x7 days.
4. Spread out dirt at Fenwick islands: 2 men x2 days.
5. Install plants at Golfcrest dorm: 2 men x3 hours.
6. Install 2 trees at Tradewind Dr. and Shady Creek: 2 men x1 day.
7. Scrape dirt, plant grass and flowers, install decorated log at Shady Creek: 2 men x1 day.

Goals

Complete City Hall landscaping and start soon on Midcrown Dr. monuments.

Summary

Respectively submitted to the City Council through the City Manager

Prepared by Chris Gamboa

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).

✓ PA 13

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	479	805	512	444	469						2,723	
Fines Paid	52	29	44	61	112	120	87						298	
Bond Forfeiture	0	0	0	0	0	0	0						0	
Not Guilty	10	13	15	17	17	17	25						72	
Guilty	59	58	51	39	64	78	98						271	
Dismissed	78	59	71	74	79	107	78						361	
Compliance Dismissals	10	31	28	40	53	52	47						162	
Defensive Driving	21	19	29	36	18	32	30						123	
Deferred Disposition	30	39	52	70	50	60	67						241	
Insurance	26	12	14	15	26	24	23						93	
Orders for Community Svc.	0	0	0	0	0	1	0						0	
Appeals	0	0	0	0	0	0	0						0	
TOTAL CASES HEARD	316	260	306	353	419	491	434						1,824	
Failure to Appear/Warrants	290	178	199	275	192	247	182						1,134	
Warrant Officer Fine/Fee Collected	13,358	9,248.10	8,404	14,333	24,867	26,869	14,910						70,210.10	
Warrant Officer Activity	31	29	20	33	54	75	42						284	
Court Fines	22,975.87	20,410.85	24,553.43	22,921.85	38,093.36	37,204.37	37,884.67						128,955.16	
State Fees	12,639.01	10,978.85	13,103.48	14,469.59	23,172.00	22,996.05	19,486.81						101,362.63	
City Share of State Fees (10%)	1,264.00	1,097.89	1,310.00	1,447.00	2,317.00	2,300.00	1,949.00						7,465.89	
Court Technology Fund	720.34	667.24	738.38	811.30	1,322.89	1,395.79	1,109.08						6,755.02	
Court Building Security Fund	540.22	492.91	553.82	608.46	992.21	1,046.85	831.83						5,066.30	
Fee to Omni/State	1,508.29	1,566.17	1,320.19	1,407.25	3,138.43	2,590.06	2,371.62						13,902.01	
Linebarger Fees	979.50	449.42	1,088.40	1,383.60	4,756.98	3,022.91	1,433.37						13,114.18	
TOTAL CITY REVENUE	24,239.87	21,508.54	25,863.43	24,368.85	40,410.36	39,504.37	39,833.67						136,391.05	30,762.00
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	23,650.00	28,227.47	24,319.00	28,296.64	31,528.41	316,332.63	

(October 10-Sept. 11)

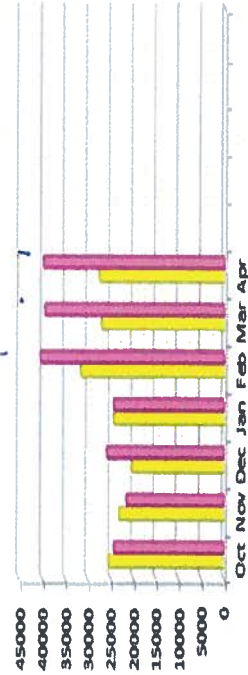
Warrant Officer Fine/Fee Collected	7,391	6,475.50	7,069	9,584	15,585	17,622	15,193	18,010	24,188.85	10,943.65	16,723.10	20,728.40	169,511.96
Warrant Officer Activity	34	28	21	26	45	53	47	53	68	41	44	67	527
Persons Arrested (Held in WCPD)	6	11	5	12	5	27	6						72
Persons Incarcerated (HELD IN GC)	0	5	2	3	2	2							14
Cost of Incarceration	600	1,300	850	1200	1000	650							5,600

(October 10 - Sept. 11)

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

TOTAL CITY REVENUE

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



■ FY 2010 - 2011
■ FY 2011 - 2012

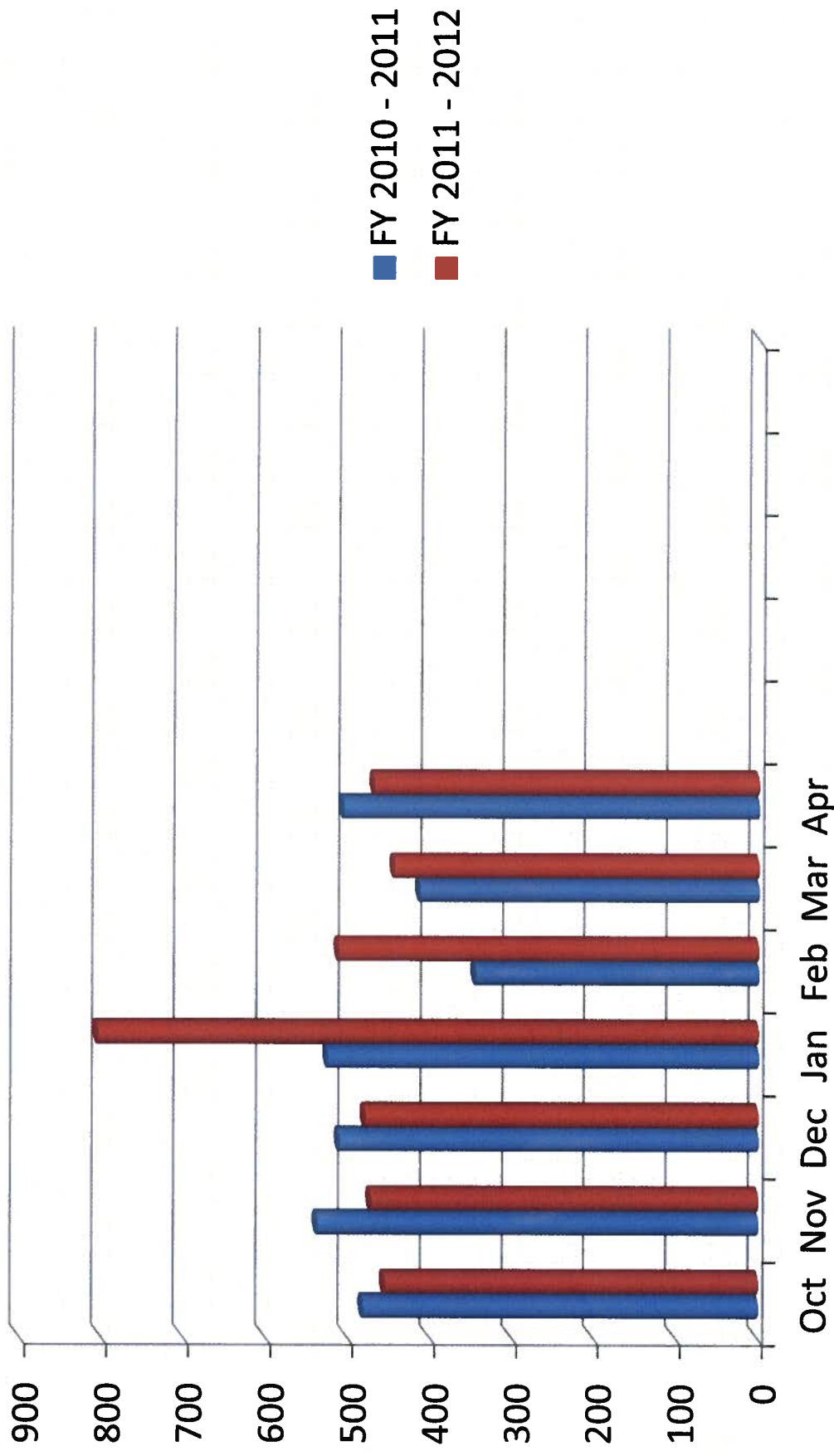
Ed P.
Cur
5/8/2012

WARRANT OFFICER REPORT FOR THE MONTH OF APRIL 2012			
Citation No#	Defendant Name	Warrant Officer Comments	ACTION
Page 1 of 2	*DENOTES ARREST	** DENOTES ARREST & MAGISTRATION	
70150A	PARKER, BRIAN	DEF CAME IN AND POSTED BOND	BOND \$200.00
68726A	GALAN, CHRISTOPHER	CONTACTED DEF, SUBJ CAME IN	FINE \$ 211.90
67884	MITCHELL, ANITA	DEF CAME IN AND WAS GIVEN PR BOND	00.00
69521A	GORDON, BRITTNEY	WENT TO RESIDENCE, LEFT DOOR HANGER	BOND \$200.00
70544A	VAQUERA, JORGE	DEF ARRESTED, PROCESSED @ WPD	BOND \$ 400.00
70460A	BRUNETTI, JACKLYN	WENT TO ADDRESS, LEFT DOOR HANGER	FINE \$316.00
62637	BOUTHOT, MICHALA	DEF CAME IN AND PAID	FINE \$91.00
70886	ABRAMS, RONALD	WENT TO ADDRESS, LEFT DOOR HANGER	FINE \$418.00
69708A	MATTHEWS, CANDACE	DEF PICKED UP @ WORK, HELOE, PROCESSED @ WPD	FINE \$235.00
69714A	VASQUEZ, ZENON	WENT TO ADDRESS, LEFT DOOR HANGER	FINE \$395.00
67609A	AHLERS, MICHAEL	DEF CAME IN	BOND \$200.00
69545A	FURBER, AMANDA	CONTACTED DEF, CAME IN	BOND \$400.00
70335A	TAYLOR, TYLER	ATT TO CONTACT DEF @ WORK, CAME IN,	BOND \$500.00
56539	WHITE, MARCUS	WENT TO ADDRESS, LEFT DOOR HANGER	FINE \$473.20
69740A	TAYLOR, RAVONTE	DEF CAME IN/PAID	FINE \$149.00
70947	JONES, TANYA	DEF ARRESTED, PROCESSED @ WPD	BOND \$400.00
69869A	FUENTES, HECTOR	WENT TO ADDRESS, LEFT DOOR HANGER	BOND \$400.00
48649	MENDOZA, ESTAFANA	WENT TO ADDRESS, LEFT DOOR HANGER	FINE \$887.90
66878A	LENZY, ANDREW	DEF CONTACTED, CAME IN/PAID	FINE \$536.90
70307A	HERNANDEZ, MARCOS	WENT TO ADDRESS, LEFT DOOR HANGER	FINE \$335.00
69432A	RODARTE, NAKISHA	WENT TO ADDRESS, LEFT DOOR HANGER	FINE \$241.00
64669	DEWITT, NANCY	DEF CAME IN/DOND	BOND \$100.00
69379A	REYNA, AMANDA	WENT TO ADDRESS, LEFT DOOR HANGER	BOND \$400.00
69073A	REYNA, MARIA	DEF ARRESTED, PROCESSED @ WPD	FINE \$557.00
68568A	RAMOS, STEPHANIE	WENT TO ADDRESS, LEFT DOOR HANGER	FINE \$1350.70
70949	LITTLE, NAKIA	WENT TO ADDRESS, LEFT DOOR HANGER	BOND \$500.00
70377A	CRONKHITE, BRIAN	DEF ARRESTED @ WORK, HELD, PROCESSED @ WPD	BOND \$400.00
70606A	VALLADARES, MARCO	WENT TO ADDRESS, LEFT DOOR HANGER	BOND \$150.00
70884	BUTRON, PRISCILLA	DEF CONTACTED @ WRK, CAME IN/PAID	BOND \$300.00
70892	CARVER, WANDA	WENT TO ADDRESS, LEFT DOOR HANGER	BOND \$400.00
69544A	NWAKUDU, MICHELLE	WENT TO ADDRESS, LEFT DOOR HANGER	FINE \$643.00

CASES FILED

FY 2010/2011 vs. FY 2011/2012

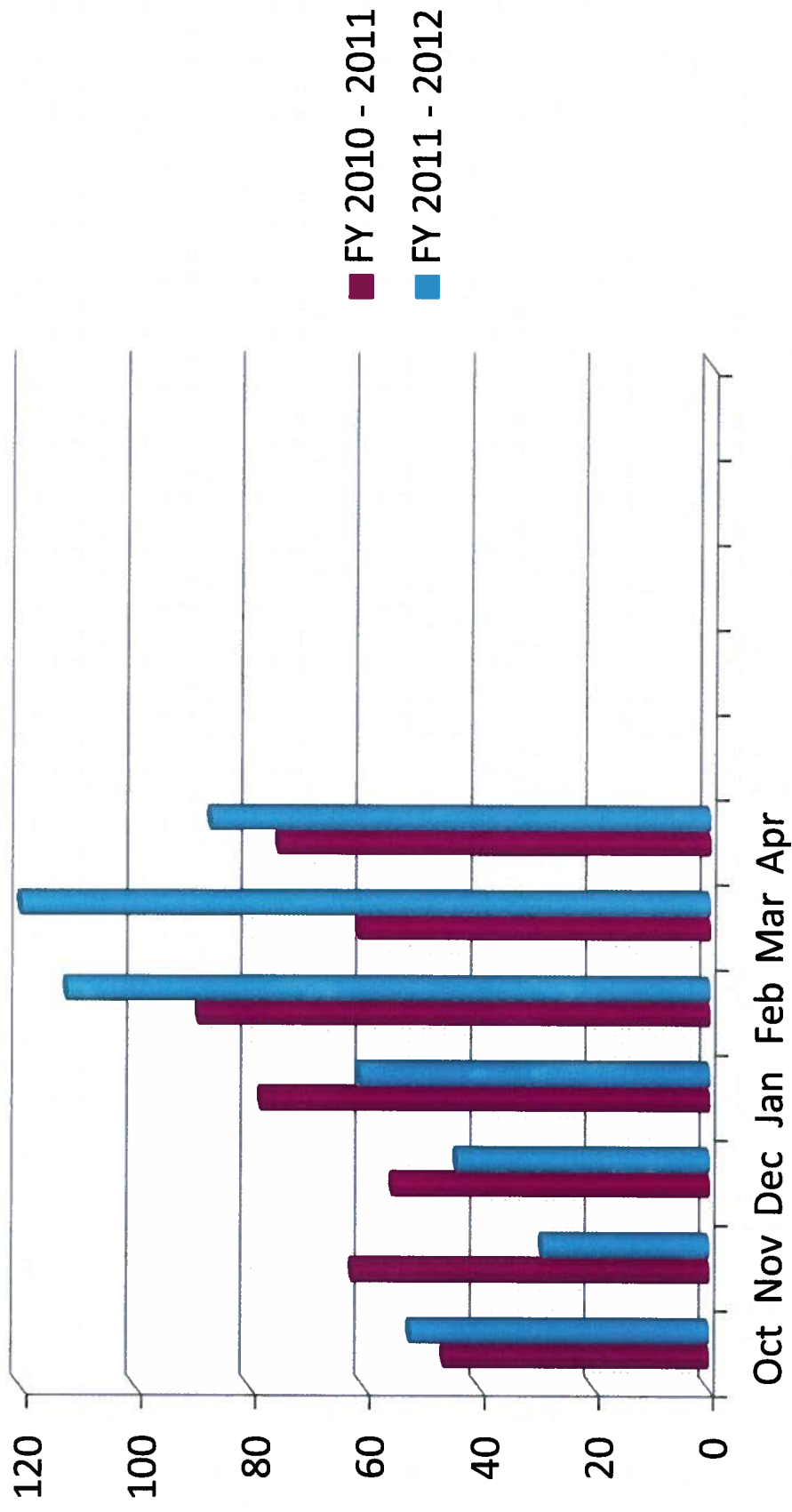
(Citations from Police Department, Code Enforcement, Animal Control)



FINES PAID

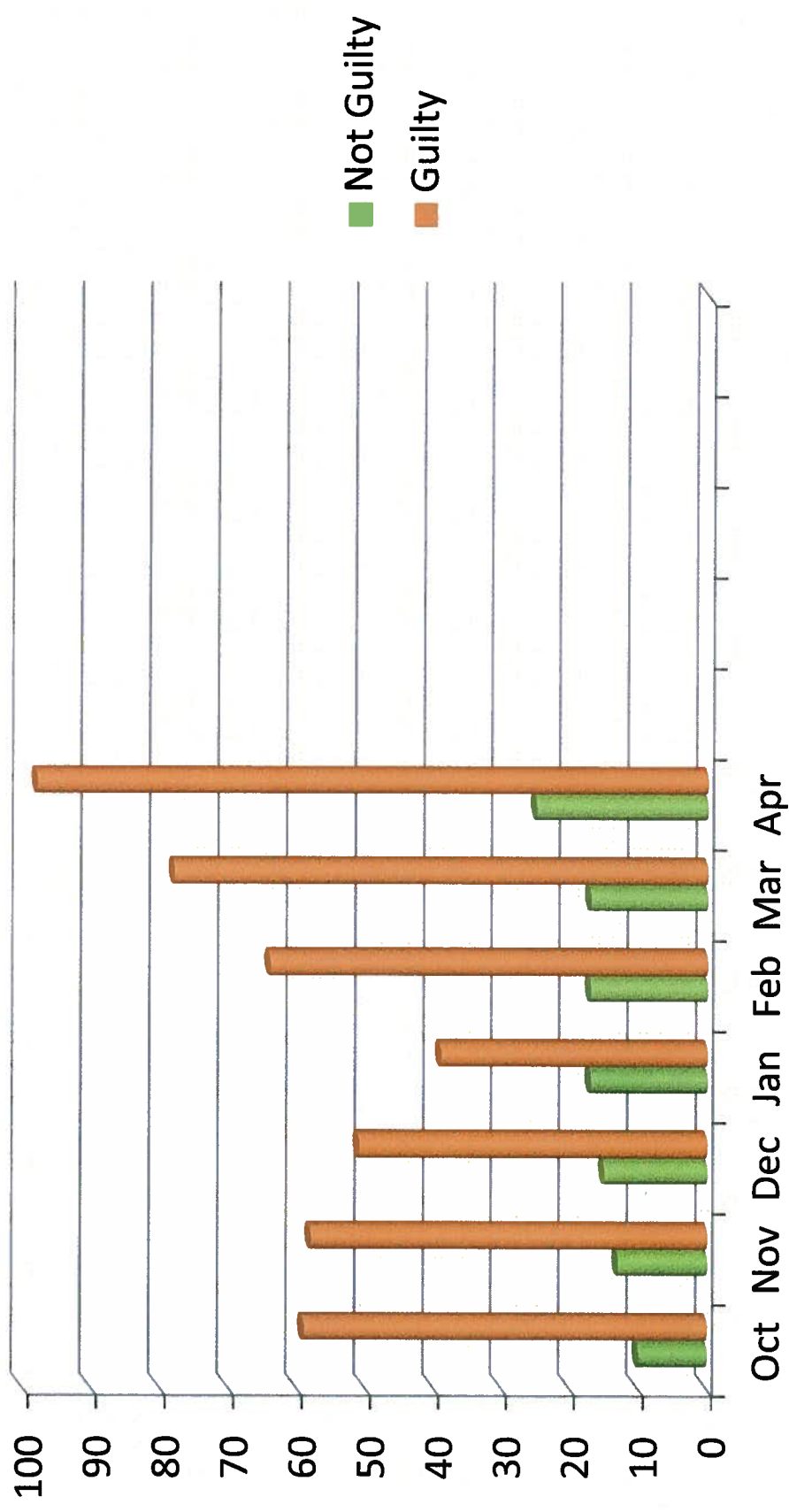
FY 2010/2011 vs. FY 2011/2012

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



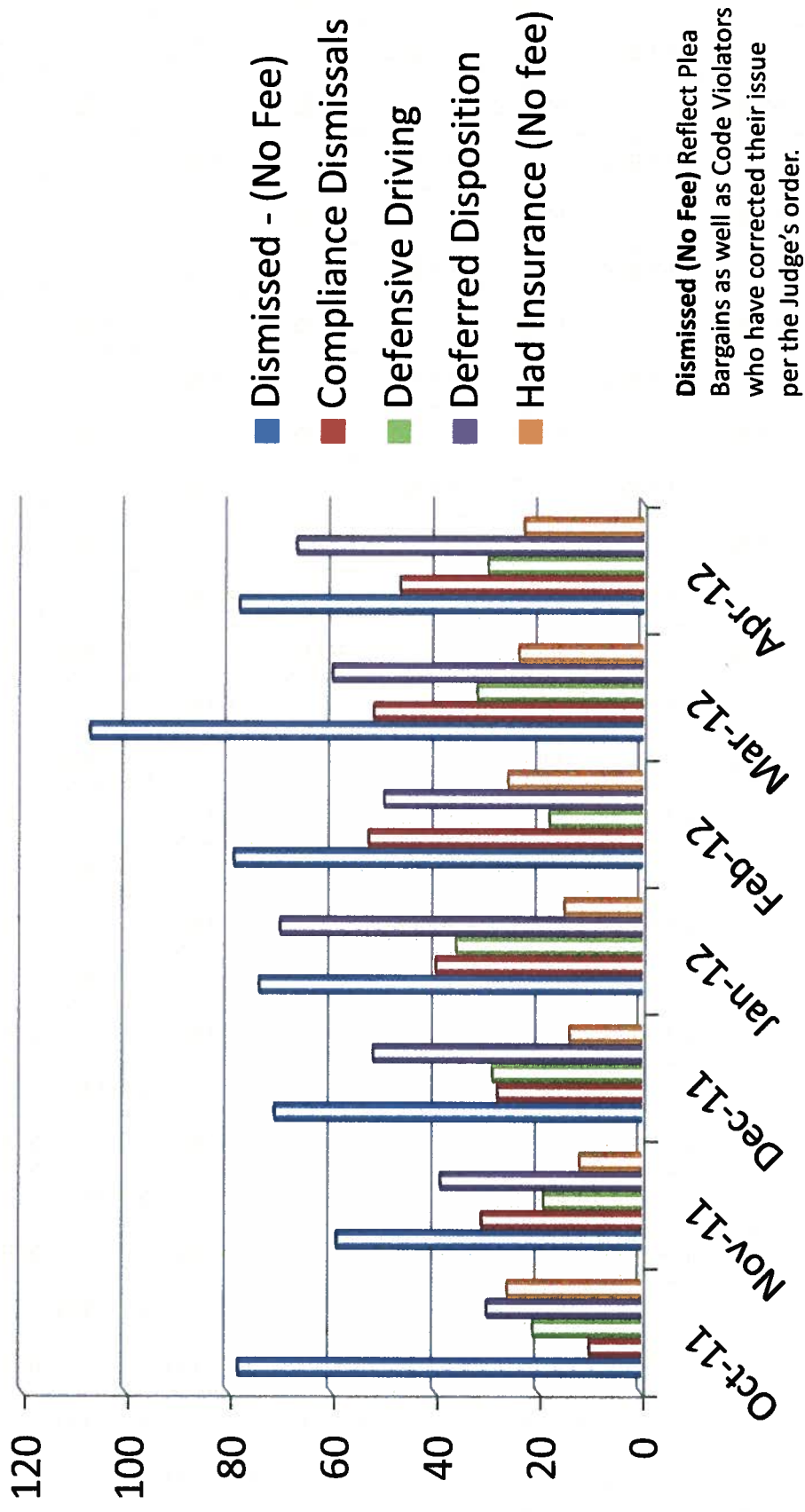
NOT GUILTY / GUILTY

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



DISMISSALS

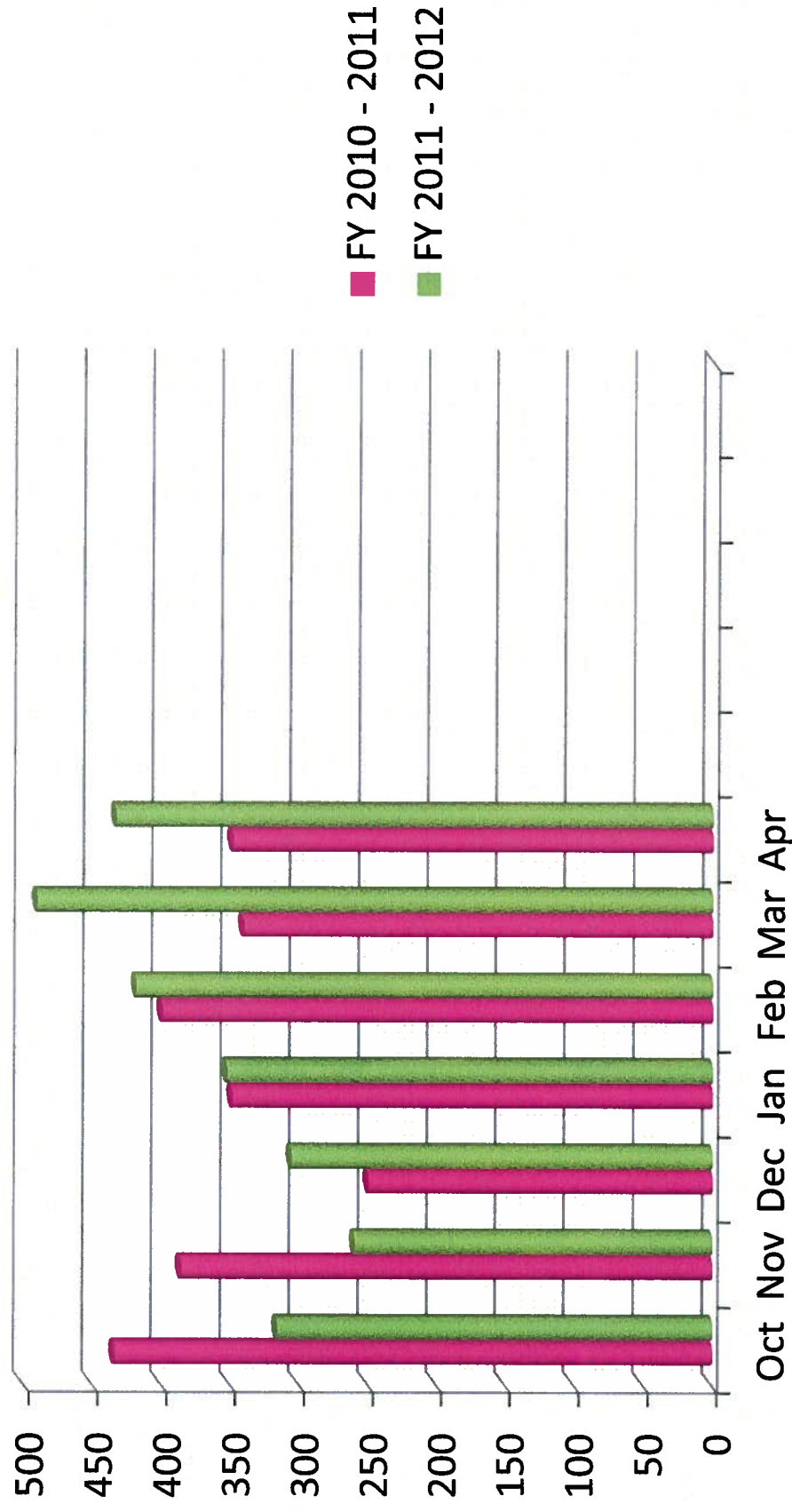
(Numbers only, not \$ amounts)



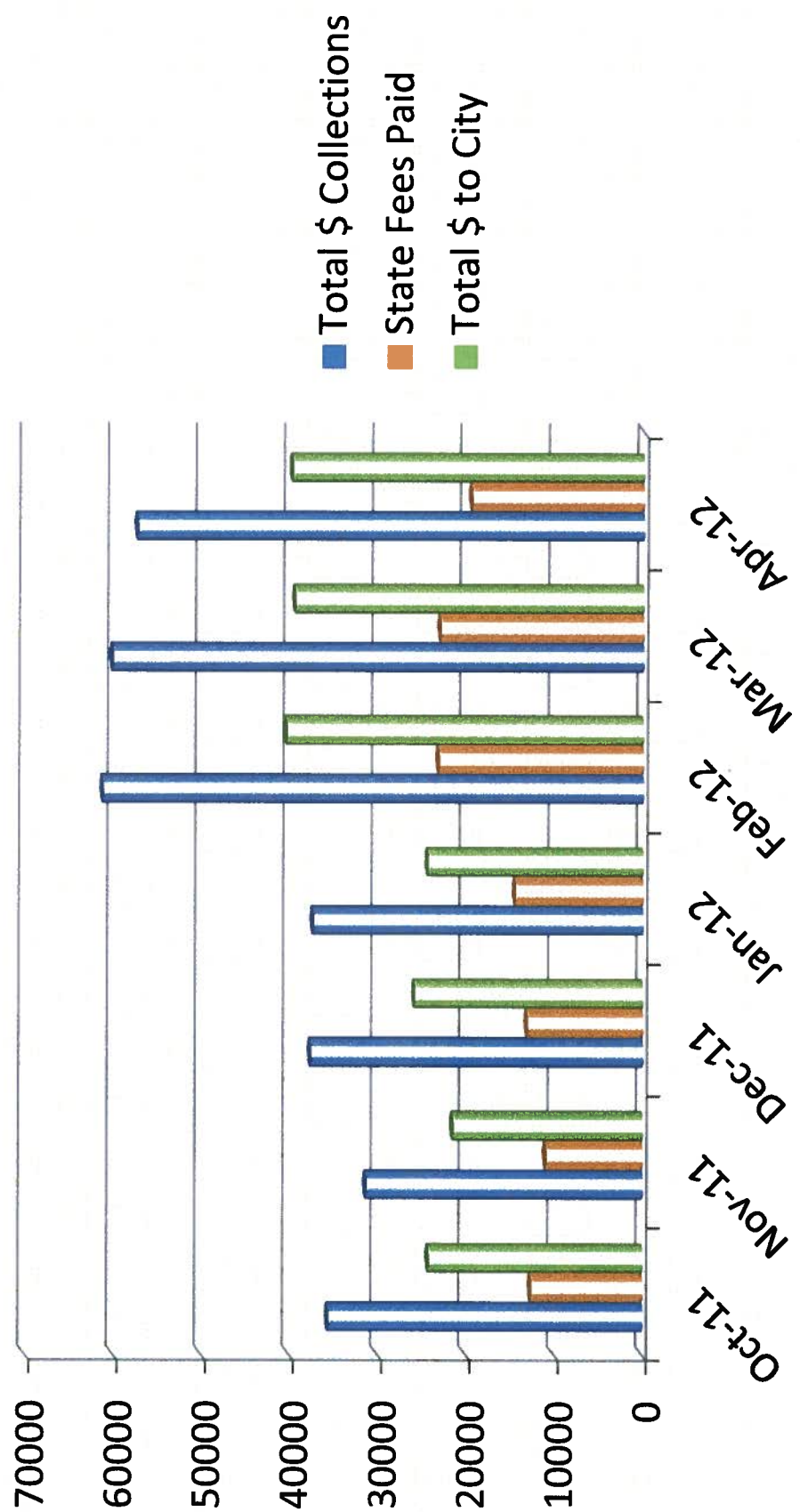
TOTAL CASES HEARD

FY 2010/2011 vs. FY 2011/2012

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

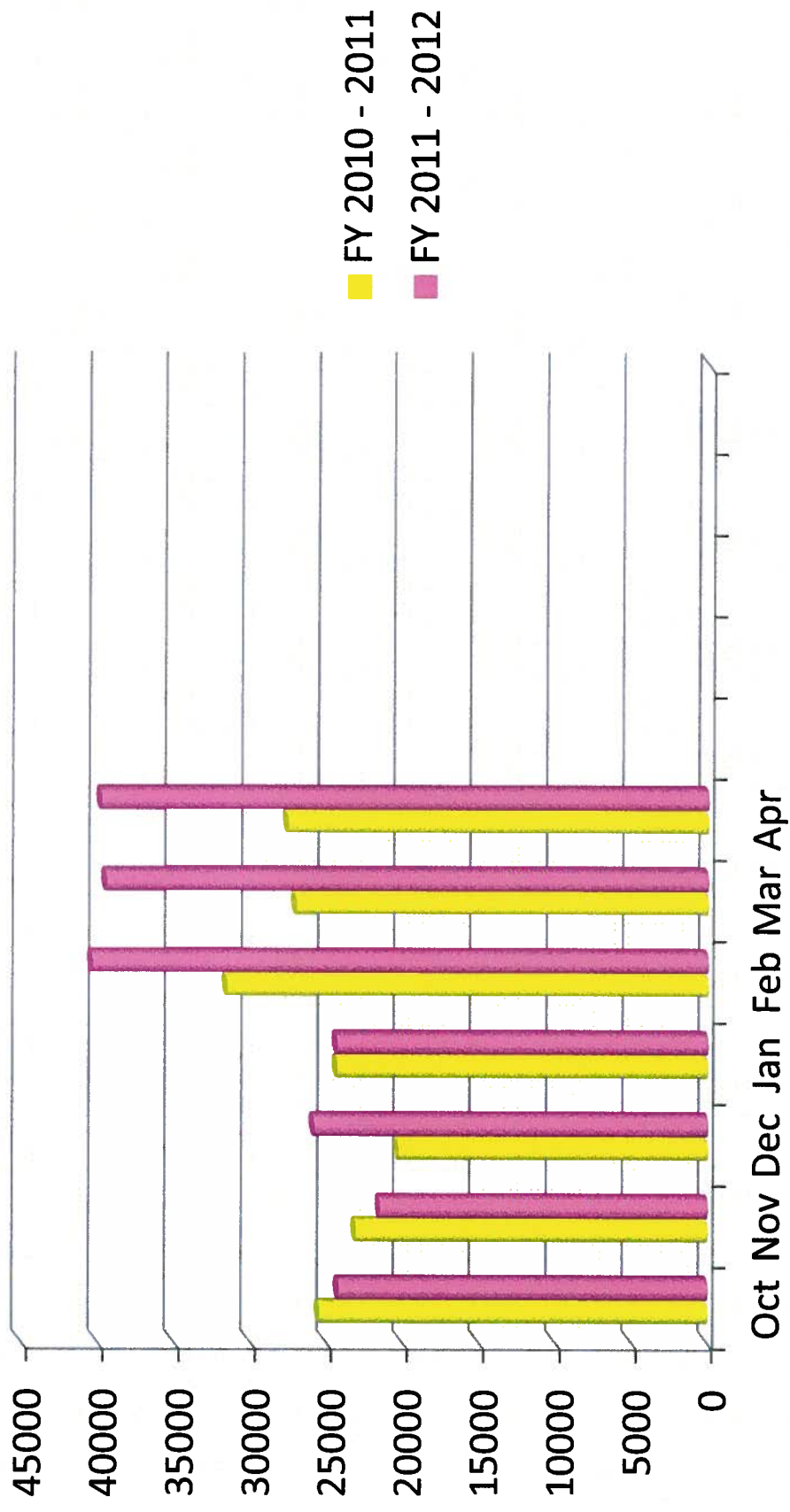


DISTRIBUTION OF TOTAL COURT COLLECTIONS



TOTAL CITY REVENUE

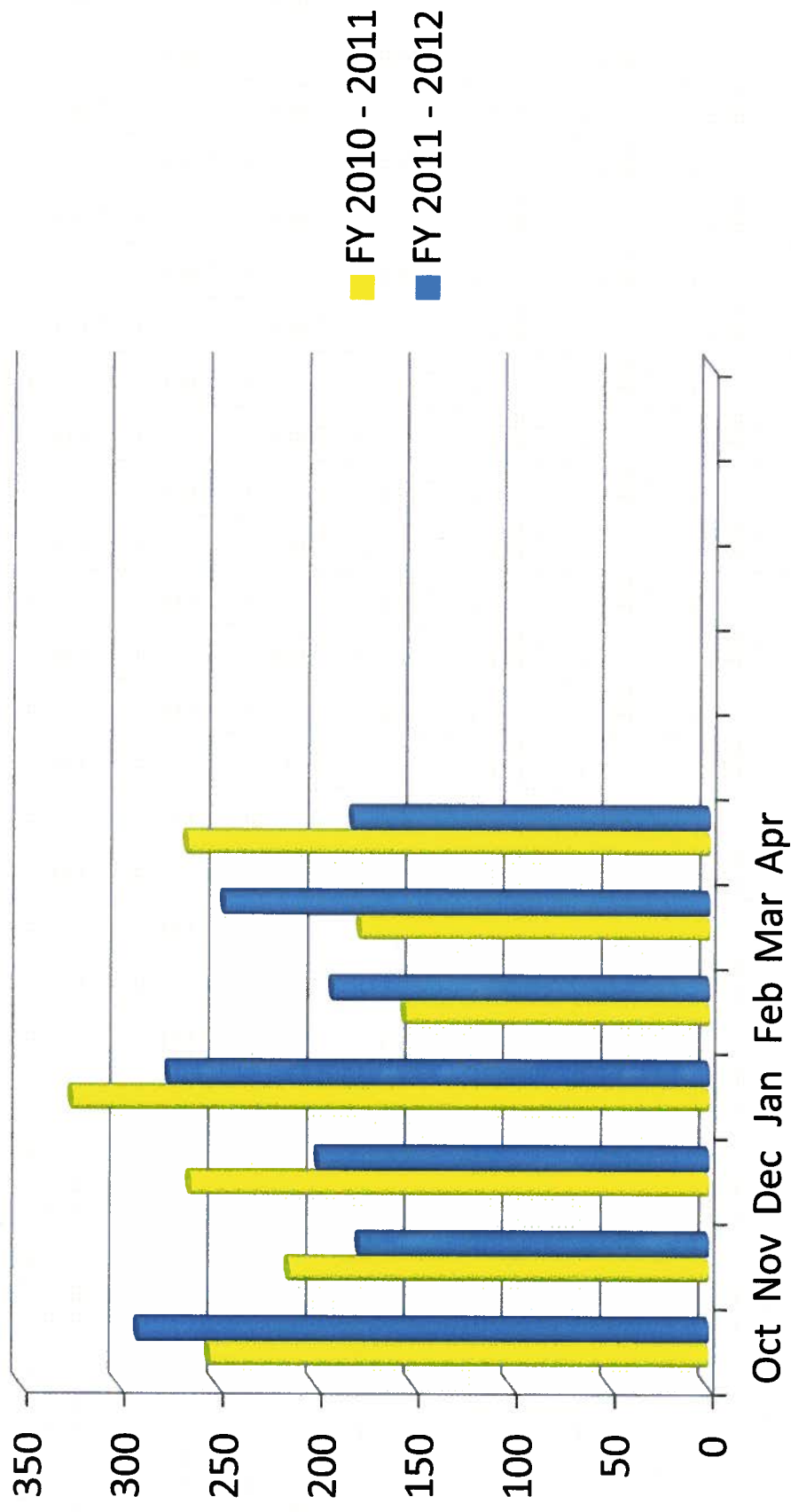
(FY 2010/2011 vs. FY 2011/2012)



FTA WARRANTS ISSUED

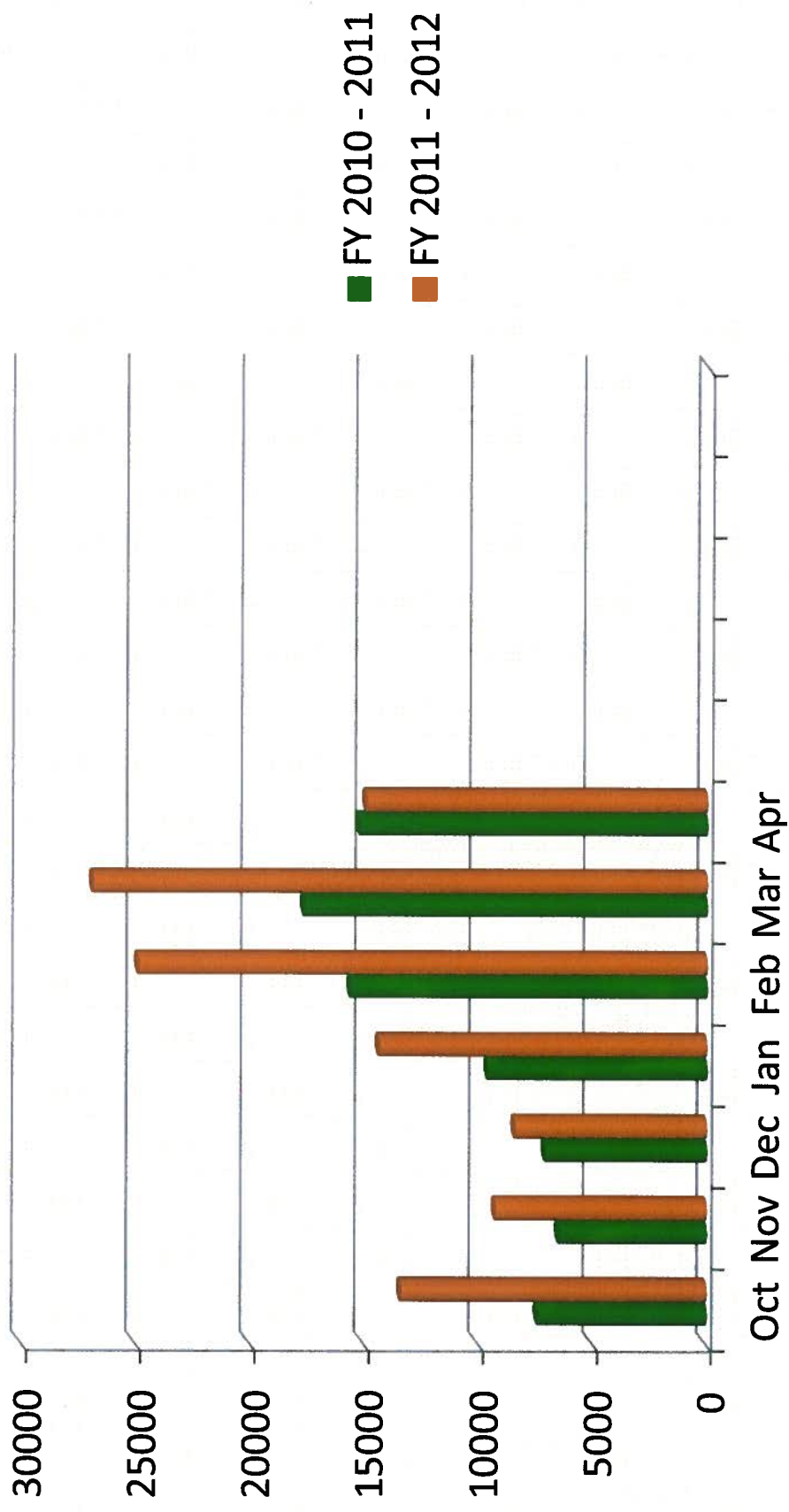
FY 2010 – 2011 vs. FY 2011 - 2012

(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 April 2012

Highlights

1. Prepared/posted agenda and attended Special City Council meeting on April 2nd.
2. Prepared/posted agenda and attended Windcrest Economic Development Corporation meeting April 6th.
3. Prepared/posted agenda and attended Regular City Council Meeting on April 16th.
4. Prepared and posted Windcrest Economic Development Corporation meeting on April 26th, Assistant City Secretary Kelly Rodriguez attended this meeting on my behalf.
5. Met with Jack Saenz regarding audio/visual upgrade to the Council Chambers.
6. Two teleconferences with Granicus regarding updates to the system.
7. Attended two ADP training sessions.
8. Updated Alarm Permit accounts.
9. Data entry all the building permits and inspections for the month and updated registered contractors.

Goals

1. Continue updating Alarm Permit accounts.
2. Continue data entry of all building permits and inspections.
3. Continue filling open records request.

Respectfully submitted to City Council, through the City Manager.

Heather Weidenbach

May 7, 2012

SIGNATURE

DATE

Heather Weidenbach, City Secretary

Please contact me with any questions concerning this report 655-0022 ext. 2150
This reporting is required by the City of Windcrest Charter § 5.02.3(h).



WINDCREST TEXAS

Building Services Report for the month of April 2012

Highlights

1. Issued a foundation permit for John Calvin Presbyterian Church.
2. Issued 3 Fire Sprinkler System permit for Ross Dress for Less located at 8540 Fourwinds.
3. Issued Fire Sprinkler System permit for 4822 Walzem.
4. Issued a New Residential permit for 485 Flippin Estates (Gardens of Windcrest).

Goals

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

Summary

A total of 49 permits were issued for the month with permit fees totaling \$8,721.45, plus \$225.00 in re-inspection fees for a total of \$8,946.45
68 inspections were performed by BB Inspections.

Health Report – See Attached Documents

Respectfully submitted to City Council, through the City Manager.

Heather Weidenbach

May 7, 2012

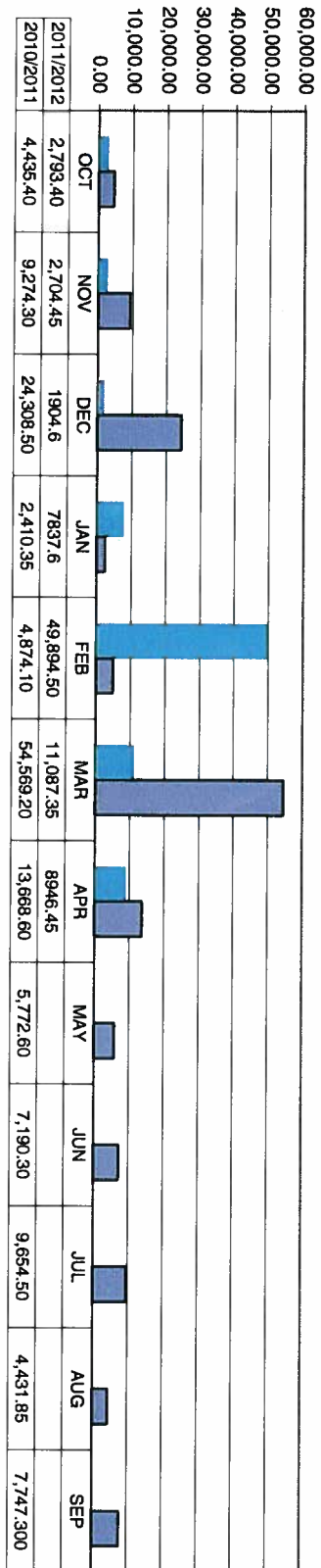
SIGNATURE

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 APRIL 2012 = \$85,168.35**



■ 2011/2012
■ 2010/2011

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

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept
Mechanical	\$980.00	\$1,020	\$1,145.00	\$140.00	\$200.00	\$1,930.00	\$2,710.00					
Remodel-Residential	\$50.00	\$50	\$15.00	\$55.00	\$25.00	\$20.00	\$30.00					
Pool	0	0	0	0	0	0	0					
Irrigation	0	\$38.30	\$159.60	\$162.60	\$99.30	\$140.60	0					
Sprinkler	0	0	0	0	\$1,230.00	0	\$1,683					
Residential-New	0	0	0	0	0	0	\$2,638.50					
Electrical	\$213.40	\$142.15	\$145.00	\$300.00	\$435.20	\$497.75	\$919.95					
Plumbing	\$405.00	\$360.00	\$360.00	\$755.00	\$640.00	\$715.00	\$630.00					
Roof	\$20.00	0	\$5.00	\$10.00	\$40.00	\$20.00	\$15.00					
Roof - Commercial	\$0.00	0	\$0.00	\$738	\$202.00	0	0					
Fence	\$0.00	\$5.00	0	\$5.00	\$5.00	0	5					
Commercial-New	0	0	0	0	0	0	0					
Utility	0	0	0	0	\$5,217.00	0	0					
Commercial Sign	0	\$714.00	0	\$340.00	\$122.00	\$1,038.00	0					
Commercial-Remodel	\$100.00	0	0	\$5,107.00	\$41,379.00	\$6,576.00	\$90.00					
Cert of Occup	\$200.00	0	0	0	0	0	0					
Reinspection Fees	825	\$375.00	\$75.00	\$225.00	\$300.00	\$150.00	\$225.00					
Total	\$2,793.40	\$2,704	\$1,904.60	\$7,837.60	\$49,894.50	\$11,087.35	\$8,946.45					

TOTAL NUMBER OF PERMITS ISSUED BY MONTH
FY 2011/2012

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept
Mechanical	9	6	9	1	4	12	12					
Remodel-Residential	9	10	3	9	5	4	6					
Pool	0	0	0	0	0	0	0					
Irrigation	0	1	2	2	1	2	0					
Sprinkler	0	0	0	0	1	0	4					
Residential - New	0	0	0	0	0	0	1					
Electrical	2	2	3	6	4	4	4					
Plumbing	8	10	10	18	16	13	11					
Roof	4	0	1	2	6	4	3					
Roof - Commercial	0	0	0	1	1	0	0					
Fence	0	1	0	1	1	0	1					
Commercial - New	0	0	0	0	0	0	0					
Utility	0	0	2	2	2	0	6					
Commercial Sign	0	4	0	2	1	2	0					
Commercial - Remodel	1	0	0	3	5	3	1					
Cert of Occup	2	0	0	0	0	0	0					
TOTAL	35	34	30	47	47	44	49					



WINDCREST

TEXAS

Economic Development Corporation Report for the month of April 2012

Highlights

1. Met with Deborah Dorsman, Area Sales Manager for Drury Hotels on April 4th to discuss marketing and business generation for both locations.
2. Site visit to Racker Road with Jim Bray on April 4th to view progress and get update.
3. Interfaced with ED Davis of COSA Economic Development Dept. on April 4th regarding meeting request of COSA Councilwoman Ivy Taylor regarding plans for 111 acres.
4. Met with Cara Nicols of Rackspace on April 6th to discuss community relations, Rackers' desires for non-chain restaurants, retailers, etc., need for apartments or condos for younger generation Rackers, discussed webhosting, discussed smartphone application, etc.
5. Met with Eddie Robinson of Drury Hotels on April 9th to discuss the Peartree Inn.
6. Met with Tim Maloney on April 9th to discuss and update him on EDC business.
7. Met with Liane of Metrocom on April 9th to receive information on the chamber.
8. Attended Lt. Gov. Dewhurst Luncheon with Robert Colunga, Mayor, City Manager, etc. on April 10th.
9. Prepared proposed budget amendments in a larger and more legible format for presentation to EDC Board on April 26th with respect to action to approve revised budget.
10. Met with City Manager, City Engineer and Robert Colunga on April 11th regarding City's zoning map.
11. Attended Hal Baldwin funeral with City Manager and Robert Colunga on April 12th.
12. Met with Elizabeth Kuhlmann and Deborah Bundy of RBFCU and Robert Colunga on April 16th to make introductions and discuss their role in the community.
13. Attended City Council meeting on April 16th and gave EDC report for month of March.
14. Met with Kim Turner of Universal City for lunch on April 18th to discuss regional issues, economic development programs in her city, etc.
15. Researched Bexar Appraisal and County Deed Records for information on properties owned by the EDC and emailed Excel spreadsheet to auditors per their request on April 18th.
16. Telephone conference with potential business owner on April 18th regarding location of business (i.e. Ice/Water Vending Machine).
17. Attended Graffiti Subcommittee meeting on April 19th where discussions occurred with Police Chief Ballew on the graffiti issue and a proactive approach was agreed upon for proposal to the EDC Board.
18. Met with Rafael Castillo, Tim Maloney, Lisa Pepi, Jim Bray, and Ed McNew on April 23rd re: potential for bike lanes and/or bike racks on Racker Road and within other areas of the City of Windcrest.
19. Attended ADP Portal Launch meeting on April 24th
20. Met with representatives of the Walzem Road Revitalization Initiative, Inc. on

City Secretary Report for the month of November 2011

April 25th.

21. Graffitti Proposal finalized and presented to EDC at April 26th Board meeting.
22. Met with Dennis Dooley of the Windcrest Golf Club and Milton Dresch of The Coffee Par on April 27th to discuss plans for the May 31st EDC Mixer.
23. Prepared agenda items for and attended EDC meetings on April 12th and 26th.
24. Continued to visit to local businesses throughout the month of April to make introductions, notify of upcoming mixer, etc.
25. Continued to work with photographer to schedule and attend photo shoots for EDC brochure.
26. Attended weekly City Staff meetings throughout month of April.
27. Continued to work with and discuss rezoning of properties owned by Sal Campos, reviewed Zoning Code and prepared draft memo to City Manager and City Secretary outlining aspects of properties, allowable uses and zoning recommendation.
28. Researched EDC organizational documents and interfaced with Harry Adams.
29. Continued to interface with Sarah Mangham and Lisa Pepi re: EDC financial matters (i.e. Positive Pay, Treasury Review, Audit, etc.).
30. Continued meetings with City Council Members to discuss pet projects, needs/wants of the community, etc.

Goals

1. Continue to plan May 31st EDC Business Mixer.
2. Continue to reach out to recruit new business.
3. Continue to reach out to existing businesses to develop relationships and gain trust.
4. Continue to work with local governments and community leaders, economic development professionals, etc.
5. Continue to work with the City of San Antonio and surrounding community leaders on the Walzem Road Revitalization Initiative.
6. Continue to work with various City officials and staff on marketing tools to promote Windcrest to include redesign of City's and EDC's websites, potential smartphone application, EDC brochure, etc.
7. Begin work on Basic Community Economic Development Program.

Respectfully submitted to City Council, through the City Manager.



Sherry L. Mosier

May 7, 2012

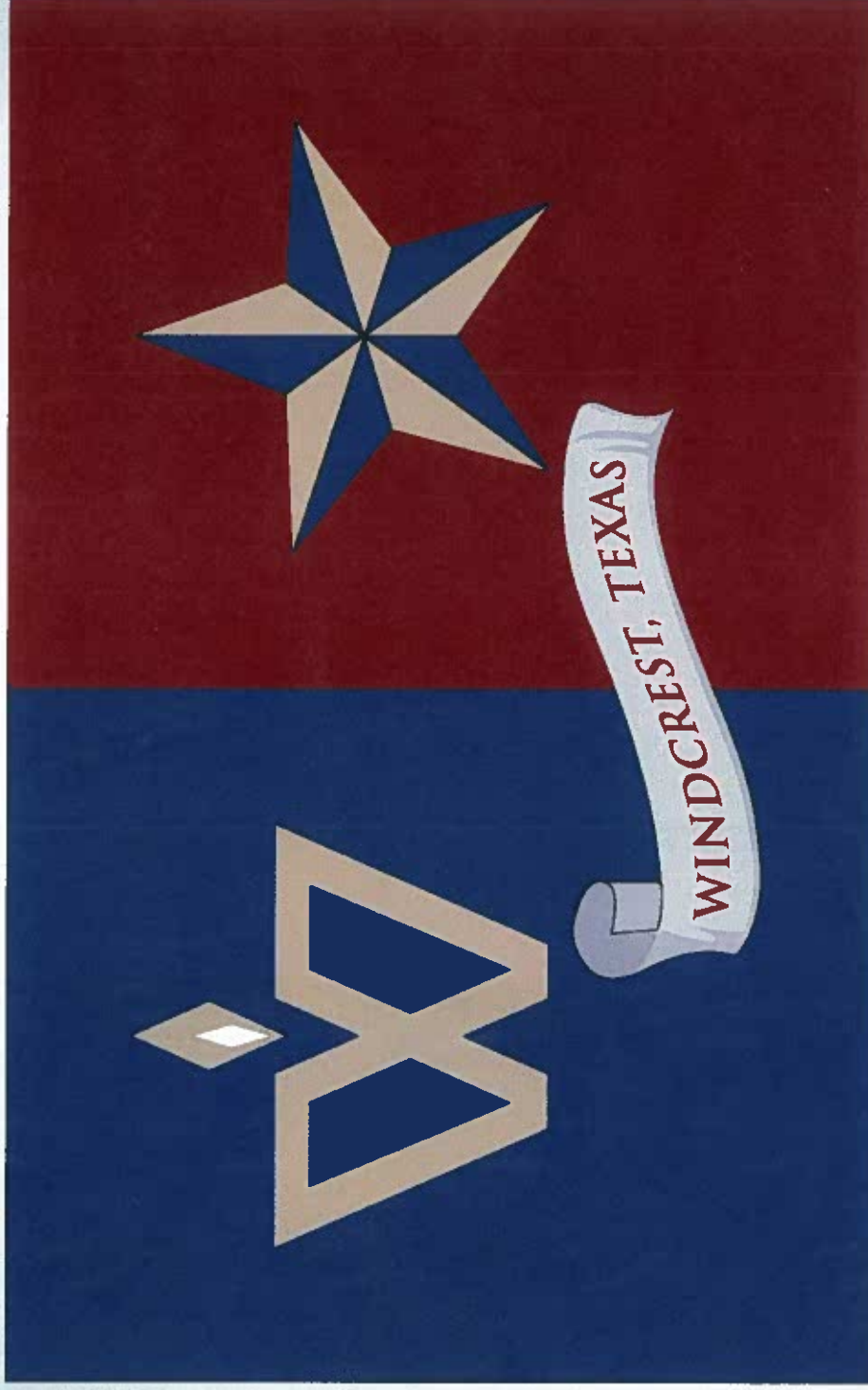
SIGNATURE

DATE

Sherry L. Mosier, EDC Director

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

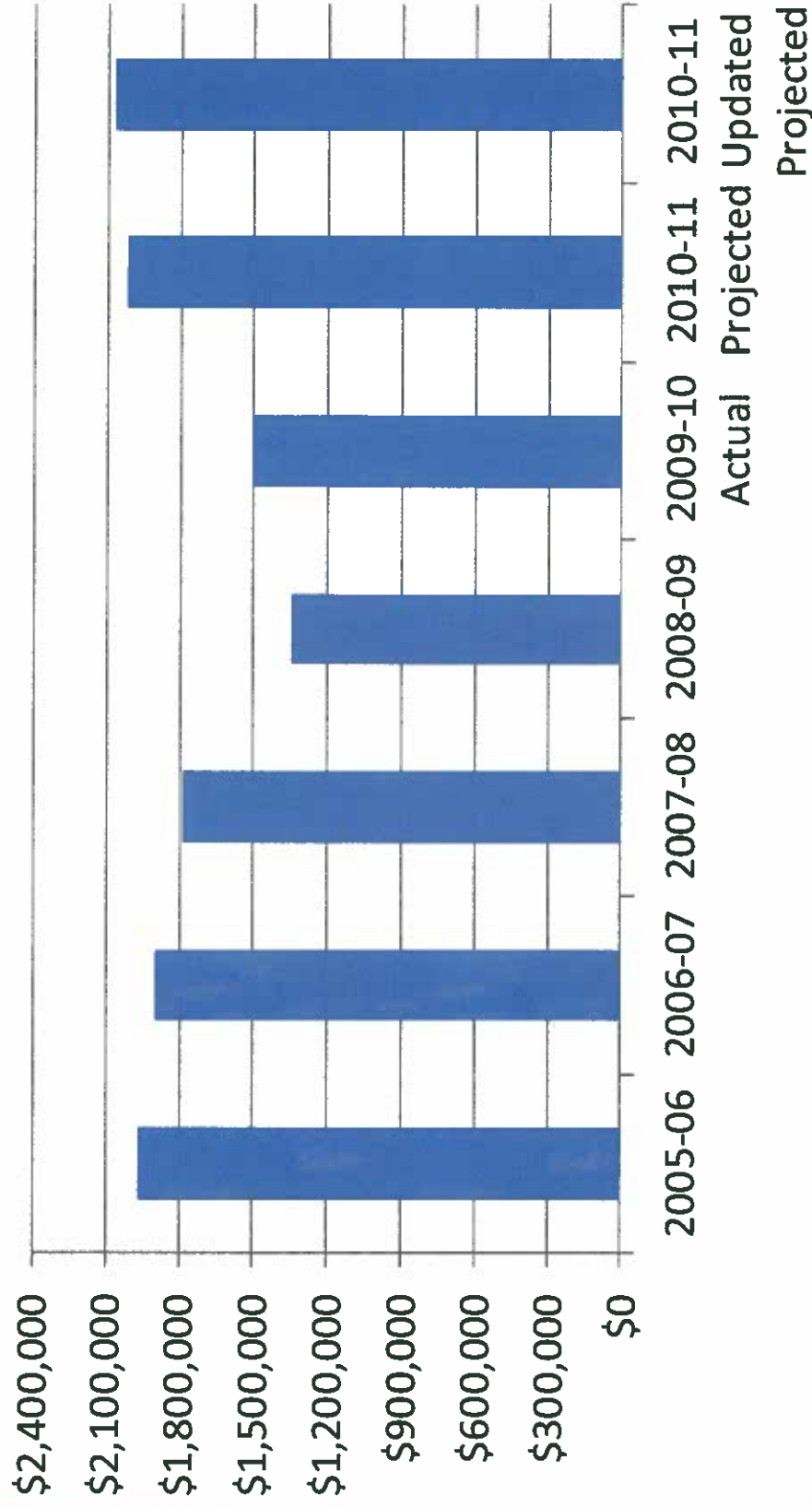
This reporting is required by the City of Windcrest Charter § 5.02.3(h).



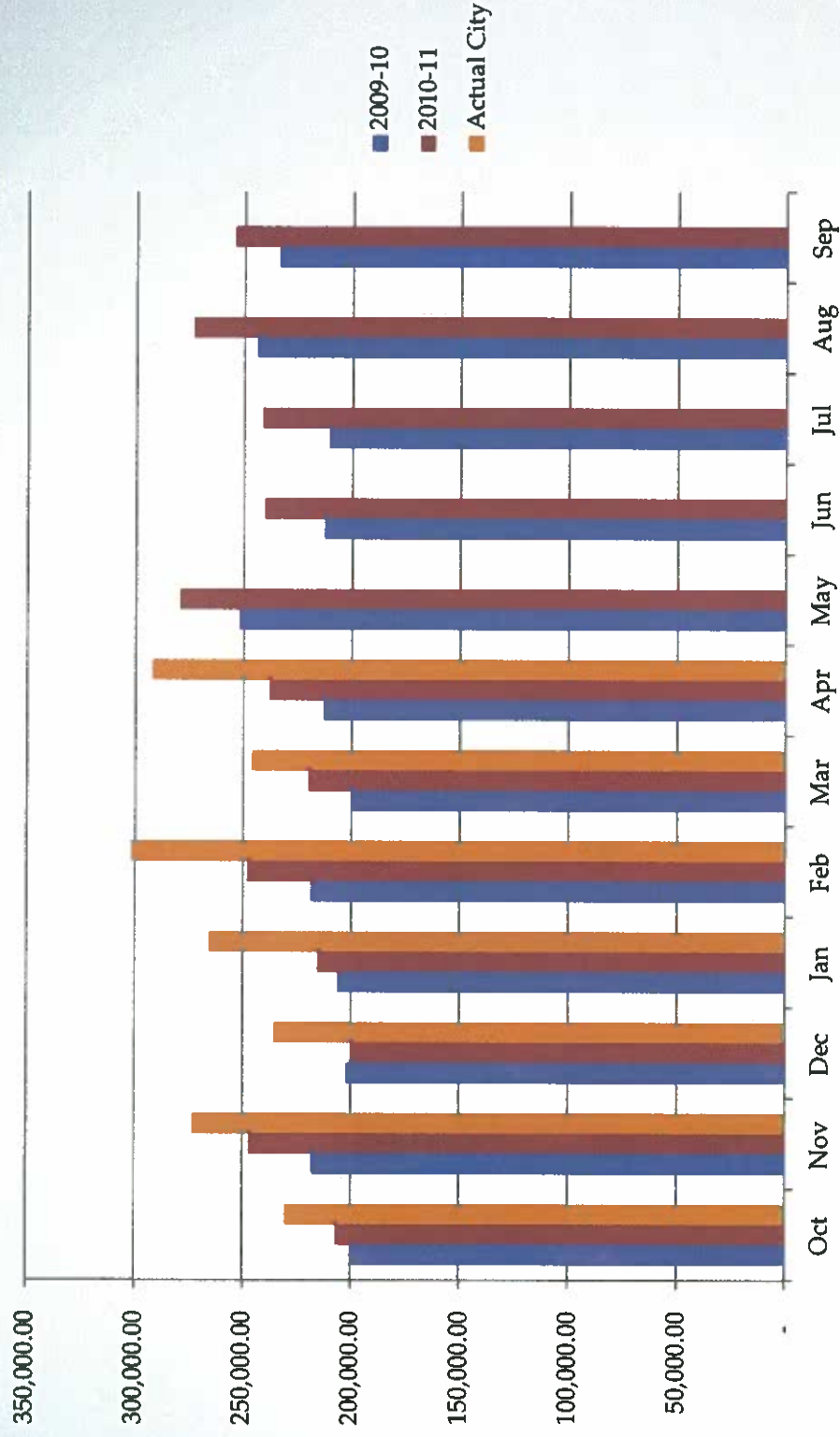
Monthly Finance Report

April 2012

Fund Balance

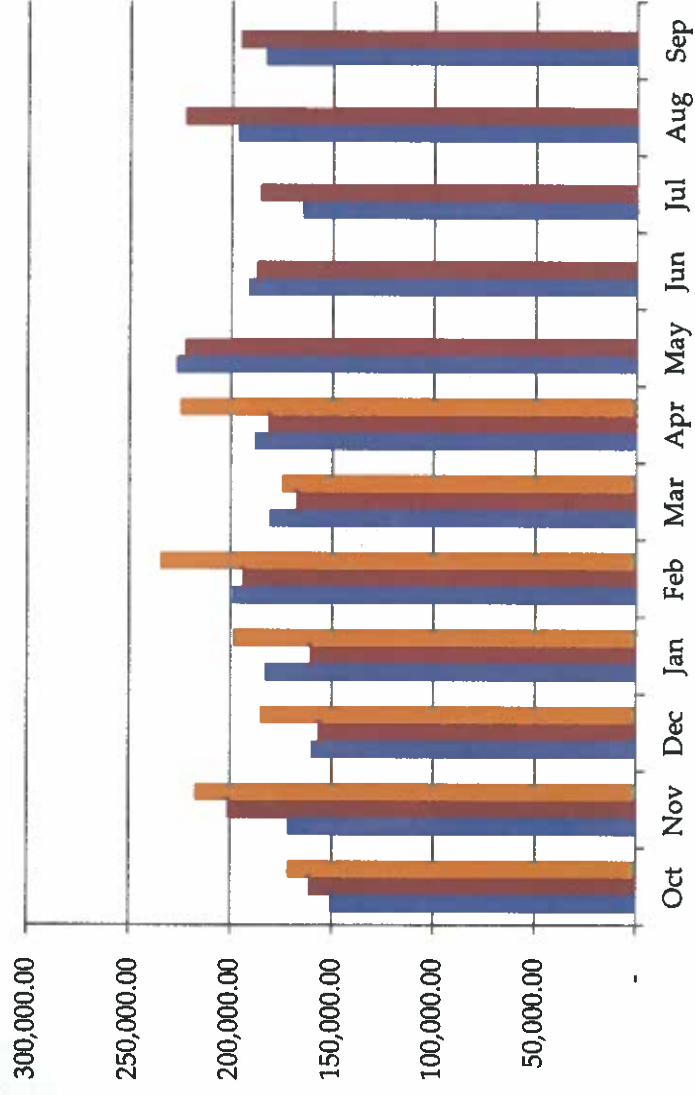


Monthly Finance Report October 2011



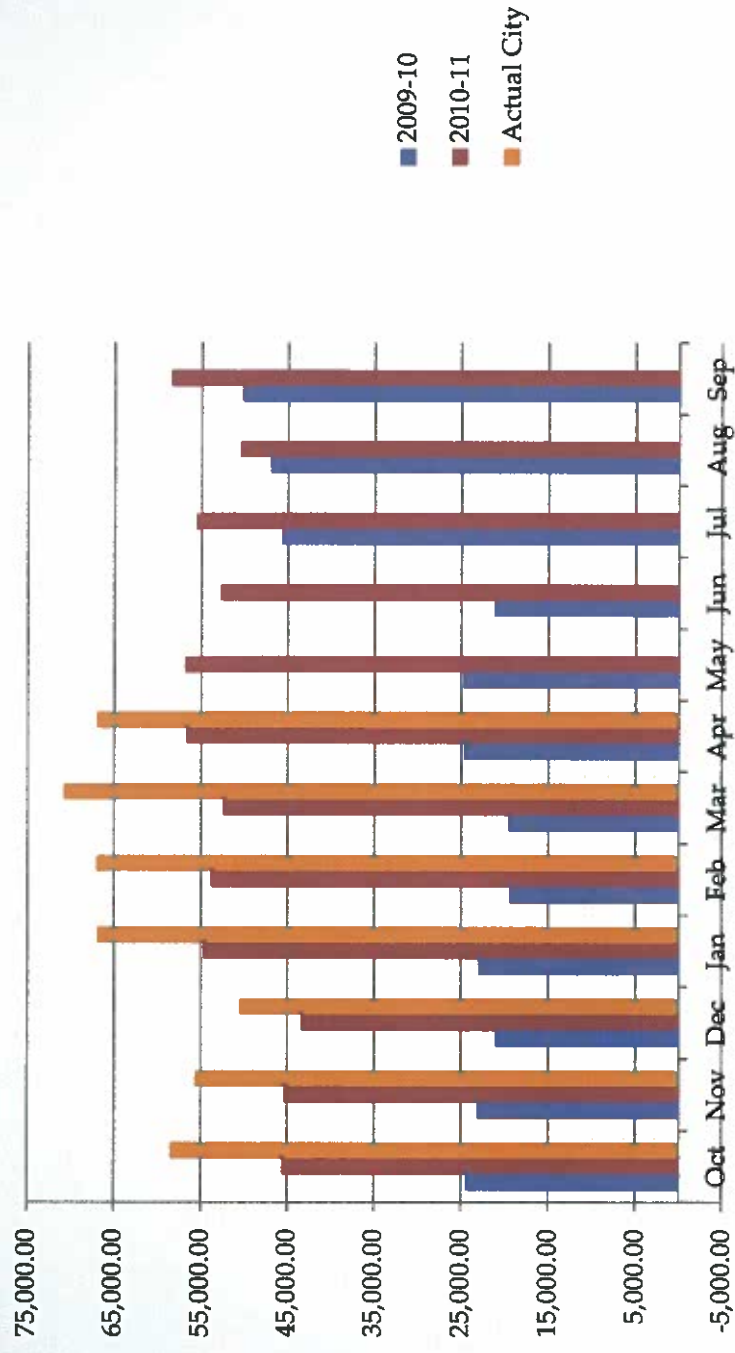
City of Windcrest

Total Sales Tax



City of Windcrest

Sales Tax less SA Annexation



City of Windcrest

Windcrest's Portion of SA Annexation

<u>Fund</u>	<u>YTD Revenues</u>	<u>YTD Expenditures</u>	<u>Current Cash Balance</u>
General	3,559,898.50		2,776,826.46
Garbage	701,173.70		149,350.73
Friends to Animal Control	247.70	0	247.70
Asset Seizure - Federal	0	0	346.84
County Fire Contribution	7,026.34	19,376.81	17,827.38
School Crossing Guard	3,463.85	82.47	37,268.84
Dare Program	0	0	0
Police Donations	234.14	300.00	2,896.02
Asset Seizure - State	0	6,916.75	12,394.86
Police Education Training	.55	0	10,456.95
Roosevelt Scholarship	.21	0	4,092.01
Economic Development Corp	2,021,789.49	1,034,056.79	2,907,207.97
Court Technology	6,787.58	0	15,822.55
Court Building Security	5,090.57	484.12	14,743.13
Hotel / Motel Tax	72,662.78	0	131,407.76
Debt Service	322,033.52	476,591.50	28,111.45
WCCPD	225,690.20	191,419.80	245,082.25
Capital Projects - Streets	176,578.49	71,296.17	309,614.10
<u>Total Available Cash</u>			<u>6,663,697</u>

- **Current Projects being Worked**
 - 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
 - Annual Investment Report presented to Council
 - Working on Resolutions for all Current Contracts
 - Began tracking of the Racker Road Expenses
 - Posted the Public Works Director Position (to close February 29th)
 - Finalizing the CIP Long Range Budget
 - Beginning of Budget documents for FY 2012/13
- **Finance Accomplishments**
 - ADP Payroll system up and running
 - Approved Budget loaded into INCODE and placed on the web
 - Assisted with Chief of Police Interviews
 - Assisted with PR/Marketing Interviews
 - Assisted with EDC Interviews
 - Investment Policy (Up for vote tonight)
 - Training on Public Funds Investment Act (10 hours every 2 years)
 - Attended the semi annual GFOAT Conference in Austin Tx

**Monthly Financial Report (MFR) as of
April 30, 2012**

Table of Contents

Treasurer's Report

Bank Account Summary

Sales Tax Graphs

 Total City of Windcrest Sales Tax

 City of Windcrest Sales Tax - SA Annexation

 Sales tax associated with the SA Annexation

General Fund:

 Balance Sheet, Financial Statement Summary and Financial Statement Summary

Garbage Fund:

 Balance Sheet, Financial Statement Summary and Financial Statement Summary

Economic Development Corporation:

 Balance Sheet, Financial Statement Summary and Financial Statement Summary

Hotel Motel Fund:

 Balance Sheet, Financial Statement Summary and Financial Statement Summary

Debt Service Fund:

 Balance Sheet, Financial Statement Summary and Financial Statement Summary

Windcrest Crime Control & Prevention District Fund:

 Balance Sheet, Financial Statement Summary and Financial Statement Summary

Capital Projects Street Fund:

 Balance Sheet, Financial Statement Summary and Financial Statement Summary

Summary of Total Assets in Non-Major Funds:

Asset Seizure Fund - Federal	\$	347
County Fire Contribution	\$	8,433
School Crossing Guard	\$	35,601
DARE	\$	-
Police Donations	\$	2,895
Asset Seizure Fund - State	\$	533
Police Education Training Fund	\$	10,457
Roosevelt Scholarship Funds	\$	4,092
Court Technology Fund	\$	16,259
Court Building Security Fund	\$	9,740

Summary of Budget Adjustments to date.

April 30, 2012

Treasurer's Report to Council Members:

The following summary and attached report is the monthly financial report for April 2012.
This report covers 58.33% of the current fiscal year. If you would like additional detail to support the report, it is available at the City Manager's office.

	Current Month	Prior Year	Current Y.T.D.	Prior Y.T.D.	Y.T.D. % to Budget
General Fund:					
Income	\$347,051	\$217,684	\$3,559,899	\$3,264,219	73.83%
Expenditures	325,063	\$374,102	2,706,002	\$2,180,741	59.81%
Net	\$21,988	(\$156,418)	\$853,897	\$1,083,478	

Garbage Fund:					
Income	\$34,468	\$74,574	\$701,174	\$517,105	79.42%
Expenditures	29,698	\$67,960	413,371	496,238	42.06%
Net	\$4,770	\$6,614	\$287,802	\$20,867	

Debt Service Fund:

Income	\$ 5,502	\$ 0.23	\$ 322,034	\$ 225,973	
Transfers In	-	-	-	-	
Expenditures	453,296	445,538	476,592	476,075	
Net	\$ (447,794)	\$ (445,538)	\$ (154,558)	\$ (250,102)	

Capital Projects Fund:

Income	\$32,152	\$25,903	\$176,578	\$181,113	
Expenditures	45,939	\$0	71,296	36,741	
Transfers Out	-	\$0	-	-	
Net	78,090.51	\$25,903	247,874.66	217,853.91	

Total Funds:

Income	\$419,173	\$318,161	\$4,759,684	\$4,188,409	
Expenditures	853,995	887,600	3,667,261	3,189,794.79	
Transfers In / (Out)	-	-	-	-	
Net All Funds	(\$434,823)	(\$569,439)	\$1,092,423	\$998,615	

Sales Tax Collections:

Crime Control District	\$ 41,663	\$ 33,733	\$ 189,811	\$ 157,119	
EDC	\$ 41,728	\$ 33,992	\$ 191,554	\$ 160,200	
General Fund	\$ 166,914	\$ 135,967	\$ 766,218	\$ 640,800	
Ad Valorem Tax Offset	\$ 41,728	\$ 33,992	\$ 191,554	\$ 160,200	
For Street Maintenance	\$ 41,728	\$ 33,992	\$ 191,554	\$ 160,200	
Net Sales Tax	\$ 333,762	\$ 271,675	\$ 1,530,691	\$ 1,278,518	

Annexed Area to S.A.	\$ 67,046	\$ 56,630	\$ 322,349	\$ 261,000	
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We recommend that this Treasurer's Report be approved.

Respectfully Submitted,

Sarah Mangham
Municipal Finance Officer

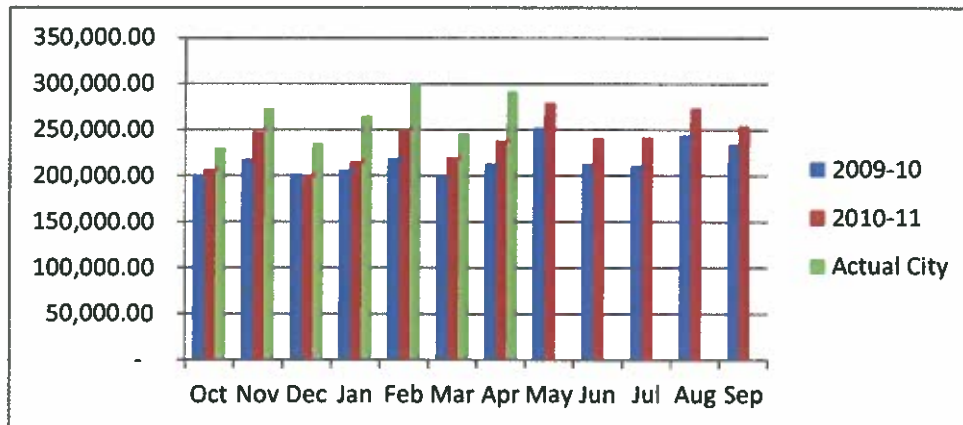
CITY OF WINDCREST FINANCE SUMMARY
For the Period Ending April 30, 2012

	Account	Interest Rate
Frost Bank Accounts:		
Pooled Checking	\$ 1,505,777	0.01%
General Fund Money Market	\$ 498,760	0.01%
General Fund Development Escrow	\$ -	0.01%
General Fund Certificate of Deposit	\$ 25,000	0.23%
 Garbage Fund Checking	 \$ 141,141	 0.01%
Garbage Fund Money Market	\$ 17,659	0.01%
 Debt Service Fund	 \$ 30,788	 0.01%
 Capital Projects Street Fund	 \$ 58,268	 0.01%
 Hotel/Motel Occupancy Tax Fund	 \$ 114,468	 0.01%
 Windcrest Crime Control & Prevention Dist. Fund	 \$ 233,916	 0.01%
 Economic Development Corporation	 \$ 70,207	 0.01%
Economic Development Corporation Escrow	\$ 2,425,820	0.01%
Asset Forfeiture/Seizure Savings (Federal)	\$ 347	0.01%
County Fire Contribution Savings	\$ 8,433	0.01%
School Crossing Guard Savings	\$ 35,601	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	\$ 16,259	0.01%
Municipal Court Building Security Fund	\$ 9,740	0.01%
Total - Frost National Bank	\$ 5,210,160	
INVESTMENTS:		
IBC Bank Escrow CD Account	\$ 203,586	0.60%
Texpool (breakout by fund on following page)	\$ 1,239,725	0.1590%
Texpool for Streets	\$ 10,226	0.1590%
Total TexPool	\$ 1,249,951	
 TOTAL ALL FUNDS	 \$ 6,663,697	

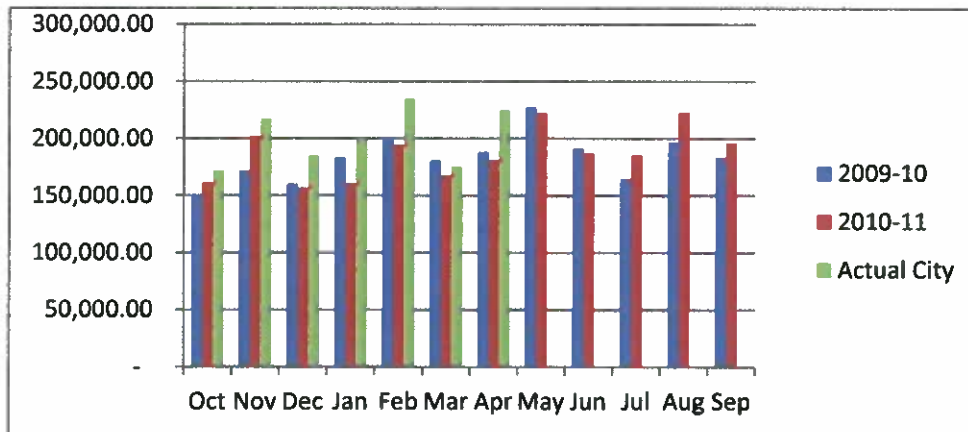
Texpool Breakout by Fund

Fund #	Fund Name	Balance 4/30/2012
1	General Fund	992,594.36
2	Garbage	40,432.15
17	Debt Service	473.46
19	Capital Project Street	148,065.91
13	Economic Dev. Fund	29,854.98
5	County Fire Contribution	10,946.07
9	Asset Seizure Fund - State	<u>17,357.94</u>
	Total	<u><u>1,239,724.87</u></u>

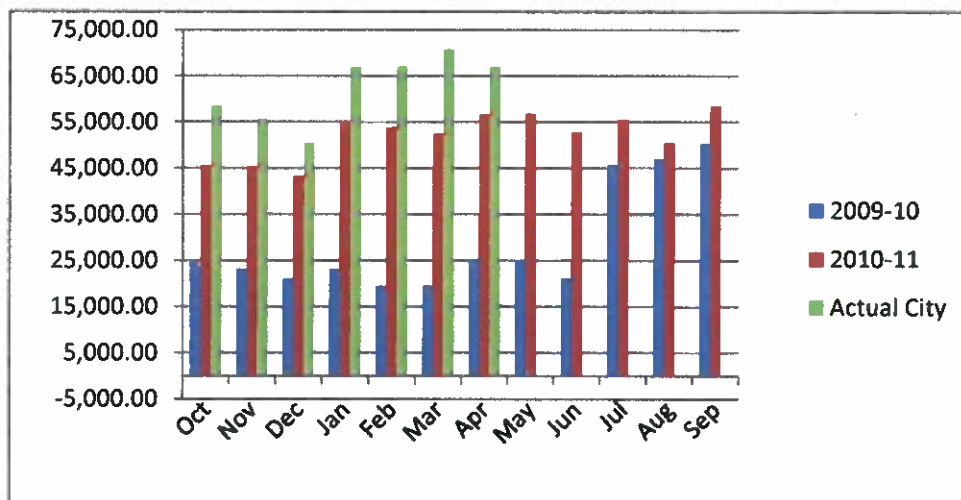
City of Windcrest - Total Sales Tax



City of Windcrest - Sales Tax less SA Annexation



City of Windcrest - Windcrest's portion of SA Annexation



BALANCE SHEET

AS OF: APRIL 30TH, 2012

01 -GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
01-1100	CASH - FROST OPERATING	0.00
01-1102	CLAIM ON CASH	1,030,957.51
01-1105	SAVINGS	498,759.91
01-1110	PETTY CASH	1,200.00
01-1116	INVESTMENT/CERT DEPOSIT	0.00
01-1120	CERT. OF DEPOSIT-RESTRICTED	25,000.00
01-1125	INVESTMENT/TEKPOOL	992,594.36
01-1126	FROST ESCROW	0.00
01-1127	IBC BANK ESCROW	203,585.71
01-1201	PREPAID INSURANCE	0.00
01-1205	PREPAID EMS SERVICE	0.00
01-1210	PREPAID VOLUNTEER PENSION	3,552.00
01-1215	PREPAID MAINTENANCE CONTRACTS	0.00
01-1310	DUE FROM GARBAGE FUND	0.00
01-1320	DUE FROM ASSET FORF/SEIZ	0.00
01-1325	DUE FROM S C G FUND	0.00
01-1330	DUE FROM COUNTY FIRE CONT	16,057.88
01-1335	DUE FROM DARE PROGRAM FN	0.00
01-1340	DUE FROM POLICE DONATION ACCT	0.00
01-1345	DUE FROM ASSET SEIZ/STATE	0.00
01-1350	DUE FROM POLICE TRAINING FUND	0.00
01-1351	DUE FROM ROOSEVELT SCHOLARSHIP	0.00
01-1353	DUE FROM COURT TECH. FUND	(295.21)
01-1354	DUE FROM COURT BLDG. SEC. FUND	(221.41)
01-1355	DUE FROM EDC	0.00
01-1356	DUE FROM HOTEL/MOTEL TAX FUND	0.00
01-1357	DUE FROM TX TAX NOTES 2002 FUN	16,400.27
01-1380	DUE FROM WCCFD	62,845.28
01-1381	DUE FROM TX TAX NOTES 2005	22,486.64
01-1501	A/R-ADVALOREM TAXES	28,655.01
01-1505	ALLOW FOR DOUBTFUL ACCTS	(4,765.18)
01-1510	A/R-SALES TAX	196,322.64
01-1515	A/R-LIQUOR TAX	4,403.37
01-1562	A/R - GRANT FUNDS	3,449.78
01-1601	A/R-MISC FEES	1,851.39
01-1605	A/R-FRANCHISE	21,478.20
01-1608	A/R - UNAPPLIED CREDITS	0.00
01-1620	A/R-WATER DISTRICT #10	0.00
01-1635	A/R-MISC. II	0.00
		3,124,318.17
TOTAL ASSETS		3,124,318.17

BALANCE SHEET

AS OF: APRIL 30TH, 2012

01 -GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
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LIABILITIES

01-2200	WAGES PAYABLE	(7,446.00)
01-2205	FED WITHHOLDING	1,108.65
01-2210	FICA PAYABLE - EMPLOYER	487.86
01-2215	FICA PAYABLE - EMPLOYEE	0.00
01-2220	MEDICARE PAYABLE EMPLOYER	113.52
01-2225	MEDICARE PAYABLE EMPLOYEE	0.00
01-2230	THRS PAYABLE	197.12
01-2235	TWC TAXES PAYABLE	0.00
01-2240	TRDSTEE PAYABLE	2,087.62
01-2242	SEC 457B DEF.COMP. PAYABLE	4,335.71
01-2245	LIFE INSURANCE PAYABLE	(1,267.63)
01-2250	SUPPLEMENTAL INSDRANCE	(19,772.41)
01-2251	DEPENDENT DENTAL INSORANCE	604.53
01-2252	DEPENDENT VISION INSURANCE	185.47
01-2255	DEF HLTH/OPT LIFE PAYABLE	10,891.64
01-2256	A/P FSA Med Ded	4,522.84
01-2257	A/P FSA DEP DED	0.00
01-2258	DUE TO EMALD TRACTOR	0.00
01-2259	A/P MISC DED	370.93
01-2310	DUE TO GARBAGE FUND	0.00
01-2320	DUE TO ASSET PORF/SEIZ FN	0.00
01-2325	DUE TO S.C.G. FUND	25.00
01-2330	DUE TO COUNTY FIRE CONTRI	0.00
01-2335	DUE TO DARE PROGRAM FUND	0.00
01-2340	DUE TO POLICE DONATION FUND	0.00
01-2345	DUE TO ASSET SEIZURE/STAT	0.00
01-2350	DUE TO POLICE TRAINING FUND	0.00
01-2351	DUE TO ROOSEVELT SCHOLARSHIP	0.00
01-2353	DUE TO COORT TECHNOLOGY FUND	0.00
01-2354	DUE TO COORT BLDG SECURITY FUN	0.00
01-2355	DUE TO EDC FUND	0.00
01-2356	DUE TO HOTEL/MOTEL TAX FUND	0.00
01-2357	DUE TO TEXAS TAX NOTE FUND	0.00
01-2358	DUE TO WCC&PD FUND	0.00
01-2400	A/P PENDING	31,361.00
01-2401	A/P-GENERAL FUND	43,225.43
01-2402	A/P-COMP TO VICTIMS (CVC)	75.00
01-2403	A/P-REHABILITATION (CR)	0.00
01-2404	A/P-CRIMINAL JUSTICE (CJP)	(43,225.63)
01-2405	A/P-PERSONNEL TRAIN (JCPT)	10.00
01-2406	A/P-MANAGEMENT (LEMI)	0.00
01-2407	A/P-OFFICIERS ADM (LEOA)	0.00
01-2408	A/P-GENERAL REVENUE (GR)	0.00
01-2409	A/P-LIAB INS (OCL)	0.00
01-2410	A/P-SALES TAX	75,881.53
01-2411	BOND ESCROW	15,848.00
01-2412	A/P-CONTINDING ED (LEOCE)	0.00
01-2413	A/P TIME PAYMENT	250.48

BALANCE SHEET

AS OF: APRIL 30TH, 2012

01 -GENERAL FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
01-2414	A/P MUN. BLDG. SECURITY (MCBS)	0.00
01-2415	A/P FUGITIVE APPREHENSION (FA)	25.00
01-2416	A/P CONSOLIDATED CRT COST (CCC)	11,733.99
01-2417	A/P JUVENILE CRIME (JCD)	2.50
01-2418	A/P FTA FEE (FTA)	6,145.33
01-2420	DEPOSITS-CONTRACTORS	3,682.00
01-2421	A/P-RESTITUTION	0.00
01-2422	DEPOSITS-VEHICLE STORAGE	4,861.08
01-2423	AP-CHILD SAFETY SEAT & BELT	515.96
01-2424	A/P CORRECTIONAL MGMT (CHI)	2.50
01-2425	DEPOSITS-CIVIC CENTER	(3,990.00)
01-2426	A/P INDIGENT DEFENSE FEE	583.62
01-2427	DEPOSITS - TACO CABANA	25,000.00
01-2428	A/P - MUNI SVC BUREAU	347.92
01-2429	A/P - STATE TRAFFIC FEES	5,571.03
01-2430	BOND REFUNDOS	(688.00)
01-2431	A/P - STATE JURY FEE (SJRF)	1,149.16
01-2432	A/P - EXPUNCTION FEE (EXPUNG)	0.00
01-2433	A/P-RESTITUT FEE-STATE (RSTS)	0.00
01-2434	A/P-JUDICIAL FEE-STATE (JPCT)	1,679.84
01-2436	A/P-LINEBARGER COURT COLLECTIO	7,633.81
01-2437	A/P-CIVIL JUSTICE FINE (CJFS)	11.35
01-2440	FROST BANK ESCROW FUNDS	0.00
01-2478	ACCRUED COMPENSATED ABSENCES	0.00
01-2475	ENCUMBRANCES	700.66
01-2476	RESERVE FOR ENCUMBRANCES	(700.66)
01-2477	PRIOR YEAR ENCUMBRANCES	3.00
01-2478	RESERVE PRIOR YEAR ENCUMBRANCE	(3.00)
01-2501	DEFERRED REVENUE-TAXES	34,260.09
01-2502	DEFERRED REVENUE - OTHER	0.00
TOTAL LIABILITIES		218,397.84
EQUITY		

01-3201	FUND BALANCE	1,255,474.12
01-3202	FUND BALANCE-RESTRICTED	0.00
01-3205	FOR ECONOMIC IMPACT	175,000.00
01-3207	FOR CASHFLOW	175,000.00
01-3209	FOR EMERGENCY CONTINGENCY	35,000.00
01-3213	FOR STREET MAINTENANCE	300,000.00
01-3214	FOR STREET SWEEPER	111,559.00
TOTAL BEGINNING EQUITY		2,052,033.12
TOTAL REVENUE		3,559,898.50
TOTAL EXPENSES		2,706,011.29
TOTAL INCREASE/(DECREASE) IN FUND BAL.		853,887.21
TOTAL EQUITY & FUND BALANCE		2,905,920.33
TOTAL LIABILITIES, EQUITY & FUND BALANCE		3,124,318.17

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2012

01 -GENERAL FUND

% OF YEAR COMPLETED: 58.33

	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	347,050.78	3,559,898.50	3,264,218.63	0.00	73.83	1,261,850.50
TOTAL REVENUES	4,821,749	4,821,749	347,050.78	3,559,898.50	3,264,218.63	0.00	73.83	1,261,850.50
EXPENDITURE SUMMARY								
01-ADMINISTRATION								
SALARIES & BENEFITS	139,247	139,247	10,274.10	72,705.59	77,647.00	0.00	52.21	66,341.41
OTHER EXPENSES	10,250	10,250	160.00	5,103.22	1,782.20	0.00	49.79	5,146.78
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 01-ADMINISTRATION	149,497	149,497	10,434.10	77,808.81	79,429.20	0.00	52.05	71,688.19
02-POLICE DEPARTMENT								
SALARIES & BENEFITS	1,292,027	1,292,027	92,707.81	682,575.38	648,356.05	0.00	52.83	609,451.62
OTHER EXPENSES	90,050	90,050	6,400.94	38,465.12	7,460.82	0.00	42.72	51,584.88
CAPITAL EXPENSES	63,750	63,750	0.00	36,672.75	0.00	0.00	57.53	27,077.25
TOTAL 02-POLICE DEPARTMENT	1,445,827	1,445,827	99,108.75	757,713.25	655,816.87	0.00	52.41	688,113.75
03-FIRE DEPARTMENT								
SALARIES & BENEFITS	99,254	99,814	6,186.36	69,214.62	49,301.42	0.00	69.34	30,599.20
OTHER EXPENSES	99,116	98,556	5,539.61	47,844.76	17,847.79	0.00	48.55	50,711.42
CAPITAL EXPENSES	0	0	0.00	19,349.00	0.00	0.00	0.00	19,349.00
TOTAL 03-FIRE DEPARTMENT	198,370	198,370	11,725.97	136,408.38	67,149.21	0.00	68.76	61,961.62
04-SPECIAL SERVICES								
SALARIES & BENEFITS	74,457	47,340	5,115.41	11,030.69	108.42	0.00	23.30	36,309.31
OTHER EXPENSES	100,150	127,267	5,027.87	59,471.74	26,370.81	0.00	46.73	67,795.26
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 04-SPECIAL SERVICES	174,607	174,607	10,143.28	70,502.43	26,479.23	0.00	40.38	104,104.57
06-PARKS & RECREATION								
SALARIES & BENEFITS	0	0	0.00	0.00	3,251.45	0.00	0.00	0.00
OTHER EXPENSES	50,000	68,000	5,764.37	37,961.81	50,498.89	0.00	55.83	30,038.19
CAPITAL EXPENSES	22,140	12,140	609.64	6,353.67	61,155.36	0.00	52.34	5,786.33
TOTAL 06-PARKS & RECREATION	80,140	80,140	6,374.01	44,315.48	114,905.70	0.00	55.30	35,824.52
07-FLEET MECHANIC								
SALARIES & BENEFITS	44,104	44,104	3,423.14	25,316.34	22,159.99	0.00	57.40	18,787.66
OTHER EXPENSES	92,850	92,850	7,365.85	70,485.19	196,195.16	0.00	75.91	22,364.81
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 07-FLEET MECHANIC	136,954	136,954	10,788.99	95,801.53	218,355.15	0.00	69.95	41,152.47

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2012

01 -GENERAL FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 59.33

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
08-COURT								
SALARIES & BENEFITS	165,304	165,304	16,003.60	112,237.29	74,761.93	0.00	67.90	53,066.71
OTHER EXPENSES	49,169	49,169	3,792.00	11,773.89	17,643.86	0.00	23.95	37,395.11
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	19,795.60	124,011.18	92,405.79	0.00	56.50	95,461.82
10-FACILITY DIVISION								
OTHER EXPENSES	74,000	74,000	6,586.33	68,049.16	60,122.26	0.00	91.96	5,950.84
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 10-FACILITY DIVISION	74,000	74,000	6,586.33	68,049.16	60,122.26	0.00	91.96	5,950.84
11-CIVIC CENTER								
SALARIES & BENEFITS	86,047	86,047	8,613.75	61,240.87	26,879.33	0.00	71.17	24,806.13
OTHER EXPENSES	20,750	35,750	683.03	27,484.59	13,716.95	0.00	76.88	8,265.41
CAPITAL EXPENSES	100,000	85,000	829.69	40,308.16	0.00	0.00	47.42	44,691.84
TOTAL 11-CIVIC CENTER	206,797	206,797	10,126.47	129,033.62	40,596.28	0.00	62.40	77,763.38
14-CONTRACT SERVICES								
OTHER EXPENSES	360,140	360,140	37,085.03	211,900.35	219,013.78	0.00	58.84	148,239.65
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 14-CONTRACT SERVICES	360,140	360,140	37,085.03	211,900.35	219,013.78	0.00	58.84	148,239.65
15-TECH SUPPORT								
SALARIES & BENEFITS	0	0	0.00	0.00	38,579.60	0.00	0.00	0.00
OTHER EXPENSES	200,609	200,609	27,924.12	128,283.84	76,996.14	0.00	63.95	72,325.16
CAPITAL EXPENSES	40,000	40,000	0.00	38,099.00	0.00	0.00	95.25	1,901.00
TOTAL 15-TECH SUPPORT	240,609	240,609	27,924.12	166,382.84	115,575.74	0.00	69.15	74,226.16
16-PUBLIC WORKS								
SALARIES & BENEFITS	438,522	433,158	23,558.95	208,376.44	243,913.30	0.00	48.11	224,781.56
OTHER EXPENSES	104,900	109,600	9,701.45	55,930.05	34,099.66	0.00	51.03	53,669.95
CAPITAL EXPENSES	0	664	426.15	663.75	0.00	0.00	99.96	0.25
TOTAL 16-PUBLIC WORKS	543,422	543,422	33,686.55	264,970.24	278,012.96	0.00	48.76	278,451.76
17-ANIMAL CONTROL								
SALARIES & BENEFITS	60,803	61,003	4,389.87	34,742.11	21,721.86	0.00	56.95	26,260.87
OTHER EXPENSES	9,200	9,000	1,263.35	8,946.53	4,074.88	0.00	99.41	51.47
CAPITAL EXPENSES	5,000	5,000	0.00	6,816.66	0.00	0.00	136.33	1,816.66
TOTAL 17-ANIMAL CONTROL	75,003	75,003	5,653.22	50,505.32	25,796.74	0.00	67.34	24,497.68
18-MCCPD								
SALARIES & BENEFITS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 18-MCCPD	0	0	0.00	0.00	0.00	0.00	0.00	0.00
19-INSPECTIONS								
SALARIES & BENEFITS	45,209	45,209	2,945.15	22,776.19	65,884.26	0.00	50.38	22,432.81
OTHER EXPENSES	38,474	38,474	2,663.29	27,174.19	487.05	0.00	70.63	11,299.81
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 19-INSPECTIONS	83,683	83,683	5,608.44	49,950.38	66,291.31	0.00	59.69	33,732.62

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2012

01 -GENERAL FUND

FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
20-FINANCE								
SALARIES & BENEFITS	100,462	99,962	7,813.76	55,885.45	64,804.54	0.00	55.91	44,076.55
OTHER EXPENSES	94,630	95,130	5,942.90	46,528.67	4,941.07	0.00	48.91	48,601.33
CAPITAL EXPENSES	600	600	0.00	0.00	0.00	0.00	0.00	600.00
TOTAL 20-FINANCE	195,692	195,692	13,756.66	102,414.12	69,745.61	0.00	52.33	93,277.88
21-ECONOMIC DEVELOPMENT (E								
SALARIES & BENEFITS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
OTHER EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
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	0.00	0.00	0.00	0.00
25-CITY MANAGEMENT								
SALARIES & BENEFITS	116,806	116,806	8,692.02	63,281.52	22,774.00	0.00	54.18	53,524.48
OTHER EXPENSES	14,140	14,140	110.78	13,615.94	10,381.35	0.00	96.29	524.06
OTHER INCOME/EXPENSES	0	0	0.00	219,185.64	0.00	0.00	0.00	(219,185.64)
TOTAL 25-CITY MANAGEMENT	130,946	130,946	8,802.80	296,083.10	33,155.35	0.00	226.11	(165,137.10)
26-POOL								
SALARIES & BENEFITS	60,764	62,764	0.00	2,135.04	0.00	0.00	3.40	60,628.96
OTHER EXPENSES	39,500	37,500	50.49	8,387.44	0.00	0.00	22.37	29,112.56
CAPITAL EXPENSES	29,250	29,250	0.00	0.00	0.00	0.00	0.00	29,250.00
TOTAL 26-POOL	129,514	129,514	50.49	10,522.48	0.00	0.00	8.12	118,991.52
27-POST OFFICE								
SALARIES & BENEFITS	12,258	13,602	926.45	7,512.20	13,748.04	0.00	55.23	6,089.80
OTHER EXPENSES	11,700	10,356	263.00	3,681.20	4,141.60	0.00	35.55	6,674.80
CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 27-POST OFFICE	23,958	23,958	1,189.45	11,193.40	17,889.64	0.00	46.72	12,764.60
28-HUMAN RESOURCES								
OTHER EXPENSES	55,700	55,700	6,222.66	38,435.74	0.00	0.00	69.00	17,264.26
TOTAL 28-HUMAN RESOURCES	55,700	55,700	6,222.66	38,435.74	0.00	0.00	69.00	17,264.26
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	4,524,332	4,524,332	325,062.92	2,706,001.81	2,180,740.82	0.00	59.81	1,818,330.19
REVENUE OVER/(UNDER) EXPENDITURES	297,417	297,417	21,987.86	853,896.69	1,083,477.81	0.00	287.10	(556,479.69)

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2012

01 -GENERAL FUND

% OF YEAR COMPLETED: 58.33

REVENUES	ORIGINAL BDDGET	AMENDED BDDGET	CURRENT PERIOO	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BDDGET	BDDGET BALANCE
01-4101 ADVALOREM TAX CURRENT	1,542,055	1,542,055	14,877.51	1,424,993.40	1,511,543.08	0.00	92.41	117,061.60
01-4105 ADVALOREM TAX DELINQUENT	0	0	0.00	0.00	780.86	0.00	0.00	0.00
01-4110 ADVALOREM TAX PEN & INT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-4115 SALES TAX	1,471,428	1,471,428	128,602.13	706,278.93	669,799.03	0.00	48.00	765,149.07
01-4116 SALES TX-AD VALOREM TX OFFSET	367,857	367,857	32,150.54	176,569.75	181,050.27	0.00	48.00	191,287.25
01-4117 SALES TAX FOR STREET MAINT.	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-4118 HOTEL OCC. TAX FUND TRANSFER	232,180	232,180	77,393.31	135,438.31	43,386.56	0.00	58.33	96,741.69
01-4120 MIXED BEVERAGE GROSS RECEIPTS	18,730	18,730	4,208.73	11,752.75	13,884.72	0.00	62.75	6,977.25
01-4201 CPS ENERGY FRANCHISE FEES	262,000	262,000	0.00	139,424.08	132,327.38	0.00	53.22	122,575.92
01-4205 AT&T TELECOM FRANCHISE FEES	41,705	41,705	0.00	22,953.09	22,977.78	0.00	55.04	18,751.91
01-4210 TIME WARNER CABLE & TEL FEES	95,000	95,000	0.00	69,912.10	46,565.24	0.00	73.59	25,087.90
01-4215 OTHER TELECOM FEES	18,831	18,831	4,229.55	8,494.72	14,607.99	0.00	45.11	10,336.28
01-4230 FRANCHISE FEES -WATER	1,563	1,563	324.52	1,534.85	142.59	0.00	98.20	28.15
01-4301 INTEREST	3,300	3,300	781.79	1,489.51	2,085.30	0.00	45.14	1,810.49
01-4310 COURT FINES	300,000	300,000	37,884.67	208,548.71	173,780.07	0.00	69.52	91,451.29
01-4352 WINDFEST	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-4354 FOREST OF ANGELS MEMORIAL	0	0	100.00	100.00	0.00	0.00	0.00	100.00
01-4355 LITTLE LEAGUE FEES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-4357 Crape MYRTLE DONATIONS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-4401 SWIMMING POOL FEES	26,200	26,200	0.00	1,500.00	0.00	0.00	5.73	24,700.00
01-4408 CONTRACTOR ANNUAL REGISTRATION	3,850	3,850	360.00	1,960.00	2,912.00	0.00	50.91	1,890.00
01-4409 BUILDING PERMIT FEES	74,800	74,000	9,426.45	91,218.35	117,128.95	0.00	123.27	17,218.35
01-4410 FOOD PERMIT FEES	15,000	15,000	325.00	14,212.50	9,447.71	0.00	94.75	787.50
01-4420 LIQUOR LICENSE FEES	1,200	1,200	537.50	1,030.00	955.00	0.00	85.83	170.00
01-4425 VEHICLE STORAGE FEES	21,248	21,248	198.00	807.55	1,830.91	0.00	3.80	20,440.45
01-4430 CIVIC CENTER FEES	22,950	22,950	2,440.00	8,760.00	11,120.00	0.00	38.17	14,190.00
01-4435 DOG TAG & IMPOUNDMENT FEES	1,000	1,000	60.00	410.00	630.00	0.00	41.00	590.00
01-4440 MISCELLANEOUS FEES	7,700	7,700	851.68	4,783.01	5,394.79	0.00	62.12	2,916.99
01-4441 ALARM & PERMIT FEES	10,000	10,000	150.00	4,300.00	20,865.00	0.00	43.00	5,700.00
01-4442 PLATTING/ZONING/VAR FEES	6,000	6,000	0.00	0.00	5,500.00	0.00	0.00	6,000.00
01-4444 FOOD HANDLER TRAINING FEES	5,000	5,000	432.00	3,599.00	2,930.00	0.00	71.98	1,401.00
01-4450 POST OFFICE SUBSIDY	25,000	25,000	2,083.33	14,583.31	14,583.31	0.00	58.33	10,416.69
01-4451 EDC REIMBURSEMENT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-4455 WCCPD REIMBURSEMENT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-4460 MISCELLANEOUS INCOME	48,452	48,452	267.38	400,855.99	152,573.40	0.00	827.33	352,483.99
01-4470 LEASE OF LAND	50,000	50,000	0.00	50,000.00	50,000.00	0.00	100.00	0.00
01-4475 INCOME - BAD DEBT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-4500 COURT TECHNOLOGY TRANS IN	22,500	22,500	0.00	0.00	0.00	0.00	0.00	22,500.00
01-4501 GARBAGE FUND ADMIN TRANSFER	95,000	95,000	29,566.69	53,316.69	55,416.69	0.00	56.12	41,683.31
01-4502 FIRE TRUCK REIMBURSEMENT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-4503 LASERFICHE RECORD SYS TRANSFER	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-4504 COURT SECURITY FUND TRANSFER	10,000	10,000	0.00	0.00	0.00	0.00	0.00	10,000.00
01-4507 GRANT PROCEEDS CJD	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-4508 GRANT PROCEEDS - AACOG	22,000	22,000	0.00	0.00	0.00	0.00	0.00	22,000.00
01-4509 GRANT PROCEEDS-TF&N	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-4510 GRANT PROCEEDS-TCFP	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-4511 GRANT PROCEEDS-DOJ	0	0	0.00	1,271.90	0.00	0.00	0.00	1,271.90
01-4512 GRANT PROCEEDS - TXDOT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-4900 PROCEEDS FROM CAPITAL LEASE	0	0	0.00	0.00	0.00	0.00	0.00	0.00

Remember
these are 2
months
behind.Includes
lawsuit
settlement
checks

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2012

01 -GENERAL FUND

% OF YEAR COMPLETED: 58.33

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
REVENUES								
TOTAL REVENUES	4,821,749	4,821,749	347,050.78	3,559,898.50	3,264,218.63	0.00	73.83	1,261,850.50

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2012

01 -GENERAL FUND

% OF YEAR COMPLETED: 58.33

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
01-ADMINISTRATION								
SALARIES & BENEFITS								
01-501-010 ADMIN. SALARIES	103,261	103,261	7,942.04	51,319.91	55,141.38	0.00	49.70	51,941.09
01-501-011 ADMIN.LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-501-014 STIPEND	1,500	1,500	0.00	1,346.62	0.00	0.00	89.77	153.38
01-501-015 ADMIN INCENTIVE PAY-BILINGUA	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-501-018 ADMIN.EDUCATION PAY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-501-020 ADMIN. OVERTIME	600	600	39.54	230.79	303.81	0.00	38.47	369.21
01-501-030 SOCIAL SECURITY	8,061	8,061	604.71	4,206.09	4,007.82	0.00	52.18	3,854.91
01-501-040 HEALTH INSURANCE	16,047	16,047	1,081.68	10,231.75	8,145.97	0.00	63.76	5,815.25
01-501-045 INSURANCE - BCWID	0	0	0.00	0.00	4,944.33	0.00	0.00	0.00
01-501-050 RETIREMENT	8,766	8,766	517.21	4,133.08	4,581.37	0.00	47.15	4,632.92
01-501-060 WORKERS' COMPENSATION	472	472	0.00	454.35	271.09	0.00	96.26	17.65
01-501-070 UNEMPLOYMENT COMPENSATION	540	540	88.92	783.00	251.23	0.00	145.00	243.00
01-501-095 TERMINATION PAY-OUT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	139,247	139,247	10,274.10	72,705.59	77,647.00	0.00	52.21	66,541.41
OTHER EXPENSES								
01-501-130 BONDS & TRAINING	4,000	2,900	160.00	1,236.90	588.61	0.00	42.65	1,663.10
01-501-420 OFFICE SUPPLIES	3,000	3,000	0.00	1,515.92	959.22	0.00	50.53	1,484.08
01-501-431 EMPLOYEE APPRECIATION LUNCHE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-501-600 OFFICE EQUIPMENT & MAINT	1,000	1,000	0.00	0.00	26.23	0.00	0.00	1,000.00
01-501-650 VEHICLE EXPENSE	750	750	0.00	0.00	98.00	0.00	0.00	750.00
01-501-700 CONTINGENCIES	1,500	2,600	0.00	2,350.40	100.14	0.00	90.40	249.60
TOTAL OTHER EXPENSES	10,250	10,250	160.00	5,103.22	1,782.20	0.00	49.79	5,146.78
CAPITAL EXPENSES								
01-501-800 CAPITAL EXPENDITURES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 01-ADMINISTRATION	149,497	149,497	10,434.10	77,808.81	79,429.20	0.00	52.05	71,688.19

02-POLICE DEPARTMENT

SALARIES & BENEFITS

01-502-010 POLICE SALARIES	717,297	717,297	59,284.64	364,867.13	379,346.71	0.00	50.87	352,429.87
01-502-011 POLICE LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-502-012 CIVILIAN SALARIES	197,712	197,712	12,092.06	95,294.06	99,359.34	0.00	48.20	102,417.94
01-502-013 CIVILIAN LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-502-014 POLICE SPECIAL ASSIGNMENT SA	1,800	1,800	46.16	324.85	870.81	0.00	18.05	1,475.15
01-502-015 POL INCENTIVE PAY-BILING & S	2,400	2,400	323.12	1,800.24	2,397.64	0.00	75.01	599.76
01-502-016 CIV. INCENTIVE PAY-BILING & S	0	2,600	272.65	1,952.33	442.10	0.00	75.09	647.67
01-502-017 POLICE SALARIES-CERTIFICATIO	13,200	13,200	438.52	2,619.66	5,963.71	0.00	19.85	10,580.34
01-502-018 POLICE EDUCATION PAY	4,200	4,200	138.48	888.58	1,496.90	0.00	21.16	3,311.42

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2012

01 -GENERAL FUND

% OF YEAR COMPLETED: 58.33

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
01-502-019 POLICE TUITION REIMBURSEMENT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-502-020 POLICE OVERTIME	8,000	16,305	410.65	13,162.64	1,890.53	0.00	80.73	3,142.36
01-502-021 7K HOURS	13,000	13,000	1,749.80	12,566.82	7,092.82	0.00	96.67	433.18
01-502-022 CIVILIAN OVERTIME	5,000	6,500	369.62	5,206.33	2,844.14	0.00	80.10	1,293.67
01-502-023 POL INCENTIVE PAY - SDP	1,200	1,200	0.00	0.00	0.00	0.00	0.00	1,200.00
01-502-025 STIPEND (CIVILIAN & POLICE)	11,000	11,000	0.00	10,091.70	0.00	0.00	91.74	908.30
01-502-030 SOCIAL SECURITY	57,521	57,521	4,618.36	32,798.21	36,557.95	0.00	57.02	24,722.79
01-502-030C SOCIAL SECURITY CIVILIAN	15,921	15,921	925.60	7,944.22	0.00	0.00	49.90	7,976.78
01-502-040 HEALTH INSURANCE	116,451	109,115	6,828.66	48,075.67	44,543.25	0.00	44.06	61,039.33
01-502-050 RETIREMENT	62,785	62,785	4,048.06	33,074.95	41,769.92	0.00	52.68	29,710.05
01-502-050C RETIREMENT CIVILIAN	17,312	17,312	814.82	7,985.69	0.00	0.00	46.13	9,326.31
01-502-060 WORKERS' COMPENSATION	44,258	29,258	0.00	28,127.22	19,518.39	0.00	96.14	1,130.78
01-502-070 UNEMPLOYMENT COMPENSATION	2,970	2,970	146.61	5,864.53	1,418.84	0.00	197.46	(2,894.53)
01-502-095 TERMINATION PAY-OUT	0	0	0.00	0.00	2,843.00	0.00	0.00	0.00
01-502-096 EXEMPT VACATION PAY-OUT	0	9,931	0.00	9,930.55	0.00	0.00	100.00	0.45
TOTAL SALARIES & BENEFITS	1,292,027	1,292,027	92,707.81	682,575.38	648,356.05	0.00	52.83	609,451.62
OTHER EXPENSES								
01-502-130 BONDS & TRAINING	4,000	4,000	330.80	1,759.00	1,251.60	0.00	43.98	2,241.00
01-502-140 EMPLOYMENT SCREENING	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-502-420 OFFICE SUPPLIES	4,500	4,500	0.00	2,091.96	812.46	0.00	46.49	2,408.04
01-502-430 MISCELLANEOUS SUPPLIES	6,000	6,000	197.53	1,432.78	671.45	0.00	23.88	4,567.22
01-502-431 EMPLOYEE APPRECIATION LUNCHE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-502-450 LAB FEES/CRIME SCENE SUPP	8,500	8,500	670.00	2,689.95	1,439.60	0.00	31.65	5,810.05
01-502-480 UNIFORM ALLOWANCE	7,000	7,000	358.39	6,794.83	2,185.33	0.00	97.07	205.17
01-502-520 BICYCLE PARTS & MAINTENANCE	1,000	1,000	0.00	0.00	322.38	0.00	0.00	1,000.00
01-502-540 VEHICLE FUEL	55,050	55,050	4,796.28	23,281.26	0.00	0.00	42.29	31,768.74
01-502-550 PRISONER EXPENSE	3,000	3,000	0.00	0.00	778.00	0.00	0.00	3,000.00
01-502-700 CONTINGENCIES	1,000	1,000	47.94	415.34	0.00	0.00	41.53	584.66
TOTAL OTHER EXPENSES	90,050	90,050	6,400.94	38,465.12	7,460.82	0.00	42.72	51,504.88
CAPITAL EXPENSES								
01-502-800 CAPITAL EXPENDITURES	63,750	63,750	0.00	36,672.75	0.00	0.00	57.53	27,077.25
TOTAL CAPITAL EXPENSES	63,750	63,750	0.00	36,672.75	0.00	0.00	57.53	27,077.25
TOTAL 02-POLICE DEPARTMENT	1,445,827	1,445,827	99,108.75	757,713.25	655,816.87	0.00	52.81	688,113.75
03-FIRE DEPARTMENT								
SALARIES & BENEFITS								
01-503-010 FIRE DEPT. SALARIES	59,966	59,966	4,837.18	33,833.41	31,506.46	0.00	55.09	26,932.59
01-503-011 FIRE DEPT. LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-503-012 STIPEND	750	1,310	0.00	1,309.82	0.00	0.00	100.00	0.00
01-503-015 FIRE INCENTIVE PAY-BILINGUAL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-503-020 FIRE OVERTIME	500	500	5.37	254.33	83.93	0.00	50.87	245.67
01-503-030 SOCIAL SECURITY	4,684	4,684	365.00	2,755.22	2,586.47	0.00	58.82	1,928.78
01-503-040 HEALTH INSURANCE	5,169	5,169	731.83	18,317.66	2,943.35	0.00	354.76	11,168.66
01-503-050 RETIREMENT	2,558	2,558	146.47	1,369.51	1,256.37	0.00	53.54	1,188.49

Budget
adjustment for
2nd reading on
5-21-12

AS OF: APRIL 30TH, 2012

01 -GENERAL FUND

% OF YEAR COMPLETED: 58.33

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
SALARIES & BENEFITS								
01-504-009 SALARIES	55,000	27,693	6,525.01	6,525.01	0.00	0.00	23.56	21,167.99
01-504-010 SALARIES - MAYOR & COUNCIL	0	0	3,178.85	0.00	0.00	0.00	0.00	0.00
01-504-011 SALARIES - PLANNING & ZONING	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-504-012 SALARIES-CITY MANAGER	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-504-013 LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-504-030 SOCIAL SECURITY	4,208	4,208	252.72	492.81	0.00	0.00	11.71	1,715.19
01-504-040 HEALTH INSURANCE	10,462	10,462	1,202.65	1,400.81	0.00	0.00	12.51	7,061.19
01-504-050 RETIREMENT	4,650	4,650	216.84	422.81	0.00	0.00	9.09	4,227.17
01-504-060 WORKERS COMPENSATION	117	137	0.00	0.00	108.42	0.00	0.00	137.00
01-504-070 UNEMPLOYMENT COMP	0	190	97.04	189.21	0.00	0.00	99.59	0.77
TOTAL SALARIES & BENEFITS	74,457	47,140	5,115.41	11,030.69	108.42	0.00	23.30	36,389.31
OTHER EXPENSES								
01-504-110 BANK ACTIVITY CHARGES	0	0	0.00	0.00	1,727.99	0.00	0.00	0.00
01-504-120 DUES & SUBSCRIPTIONS	1,750	3,750	0.00	1,749.51	2,431.00	0.00	46.65	2,000.49
01-504-135 EMPLOYEE RECOGNITION PROG	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-504-140 EMPLOYEE APPRECIATION FUND	0	200	20.00	20.00	0.00	0.00	10.00	180.00
01-504-145 EMPLOYEE WELLNESS PROGRAM	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-504-400 CITIZEN'S PATROL	1,500	1,500	0.00	891.71	601.86	0.00	59.45	608.29
01-504-420 COPIER PAPER	0	200	0.00	38.00	0.00	0.00	19.00	162.00
01-504-440 ELECTION SUPPLIES/EXPENSES	32,500	12,500	0.00	0.00	8,803.11	0.00	0.00	12,500.00
01-504-460 SPECIAL EVENTS	7,500	40,575	665.00	10,245.71	0.00	0.00	25.25	10,329.29
01-504-470 LIGHT OP	2,000	15,442	0.00	15,441.01	1,863.90	0.00	99.99	0.99
01-504-475 50th ANNIVERSARY EVENTS	0	0	0.00	0.00	41.75	0.00	0.00	0.00
01-504-480 WINCREST PROUD	3,000	3,000	0.00	4,114.16	0.00	0.00	137.14	1,114.16
01-504-485 WINDFEST	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-504-486 FIREMAN'S PICNIC & WINOFEST	5,000	5,000	0.00	5,000.00	0.00	0.00	100.00	0.00
01-504-490 WINCREST YOUTH ACTIVITIES	4,500	4,500	0.00	0.00	0.00	0.00	0.00	4,500.00
01-504-590 POSTAGE	20,000	20,000	1,127.38	13,237.25	9,181.48	0.00	66.19	6,762.75
01-504-609 TRANSFER TO FRIENDS OF ANIMA	2,000	2,000	0.00	0.00	0.00	0.00	0.00	2,000.00
01-504-610 NEWSLETTER	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-504-610 LEGAL ADVERTISING	4,000	4,000	0.00	93.76	1,801.20	0.00	2.34	3,906.24
01-504-615 ADVERTISING	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-504-645 MAYOR - COUNCIL EXPENSES	14,400	14,400	1,200.00	8,625.14	0.00	0.00	59.90	5,774.86
01-504-650 MILEAGE & ENTERTAINMENT EXPE	0	200	15.49	15.49	0.00	0.00	7.75	184.51
TOTAL OTHER EXPENSES	100,150	127,267	5,027.87	59,471.74	26,370.81	0.00	46.73	67,795.26
CAPITAL EXPENSES								
01-504-800 CAPITAL EXPENDITURES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 04-SPECIAL SERVICES	174,607	174,607	10,143.28	70,502.43	26,479.23	0.00	40.38	104,104.57

being recorded
down at 504-645

06-PARKS & RECREATION

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2012

01 -GENERAL FUND

% OF YEAR COMPLETED: 50.33

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
SALARIES & BENEFITS								
01-506-010 POOL SALARIES	0	0	0.00	0.00	1,928.57	0.00	0.00	0.00
01-506-011 LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-506-020 OVERTIME	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-506-030 SOCIAL SECURITY	0	0	0.00	0.00	296.19	0.00	0.00	0.00
01-506-040 HEALTH INSURANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-506-050 RETIREMENT	0	0	0.00	0.00	50.76	0.00	0.00	0.00
01-506-060 WORKERS' COMPENSATION	0	0	0.00	0.00	975.93	0.00	0.00	0.00
01-506-070 UNEMPLOYMENT COMP-POOL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	0	0	0.00	0.00	3,251.45	0.00	0.00	0.00
OTHER EXPENSES								
01-506-100 UTILITIES	0	0	544.52	595.01	9,307.26	0.00	0.00 (	595.01)
01-506-130 TRAINING	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-506-240 CONTRACT MAINTENANCE OUTS	3,500	3,500	18.68	453.68	1,140.00	0.00	12.96	3,046.32
01-506-250 CONTRACT MAINT.-GREEN BEL	32,000	32,000	3,200.00	13,600.00	17,992.94	0.00	42.50	18,400.00
01-506-255 CONTRACT SERVICES - POOL	0	0	0.00	0.00	3,575.00	0.00	0.00	0.00
01-506-260 GREEN BELT CLEANING	5,000	5,000	245.66	1,088.23	1,675.60	0.00	21.76	3,911.77
01-506-430 SUPPLIES	5,000	4,925	803.01	3,240.14	4,568.69	0.00	65.79	1,684.86
01-506-431 EMPLOYEE APPRECIATION LUNCHE	0	75	0.00	75.00	0.00	0.00	100.00	0.00
01-506-520 EQUIPMENT REPAIR	2,500	2,500	932.50	2,044.80	2,874.99	0.00	81.79	455.20
01-506-630 FACILITY MAINTENANCE	2,000	2,000	0.00	376.20	2,424.46	0.00	18.81	1,623.80
01-506-631 POND MAINTENANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-506-635 TREES / SHRUBS/LANDSCAPING	7,500	17,500	0.00	16,404.75	5,988.53	0.00	93.74	1,095.25
01-506-700 CONTINGENCIES	500	500	0.00	84.00	951.42	0.00	16.80	416.00
TOTAL OTHER EXPENSES	58,000	68,000	5,764.37	37,961.81	50,498.89	0.00	55.83	30,038.19
CAPITAL EXPENSES								
01-506-800 CAPITAL EXPENDITURE	2,140	2,140	609.64	3,817.73	14,957.66	0.00	178.40 (	1,677.73)
01-506-810 CAPITAL IMPROVEMENTS	20,000	10,000	0.00	2,535.94	46,197.70	0.00	25.36	7,464.06
TOTAL CAPITAL EXPENSES	22,140	12,140	609.64	6,353.67	61,155.36	0.00	52.34	5,786.33

TOTAL 06-PARKS & RECREATION	80,140	80,140	6,374.01	44,315.48	114,905.70	0.00	55.30	35,824.52
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07-FLEET MECHANIC

SALARIES & BENEFITS

01-507-010 MECHANIC SALARIES	30,000	30,000	2,616.00	16,626.49	16,425.73	0.00	55.42	13,373.51
01-507-011 MECHANIC LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-507-012 STIPEND	500	500	0.00	594.25	0.00	0.00	118.85 (	94.25)
01-507-015 MECHANIC INCENTIVE PAY-ELIH	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-507-020 OVERTIME	600	600	85.83	1,469.28	0.00	0.00	244.88 (	869.28)
01-507-030 SOCIAL SECURITY	2,880	2,880	186.07	1,306.08	1,256.59	0.00	45.35	1,573.92
01-507-040 HEALTH INSURANCE	4,501	4,501	360.16	2,329.19	2,143.26	0.00	51.75	2,171.81
01-507-050 RETIREMENT	2,583	2,583	175.08	1,354.05	1,357.35	0.00	52.42	1,228.95
01-507-060 WORKERS' COMPENSATION	2,905	2,905	0.00	1,376.00	921.68	0.00	47.37	1,529.00
01-507-070 UNEMPLOYMENT COMPENSATION	135	135	0.00	261.00	55.38	0.00	193.33 (	126.00)

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2012

01 -GENERAL FUND

% OF YEAR COMPLETED: 58.33

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
01-507-090 TERMINATION PAY-OUT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	44,104	44,104	3,423.14	25,316.34	22,159.99	0.00	57.40	18,787.66
OTHER EXPENSES								
01-507-120 DUES & SOBSRIPTIONS	100	100	0.00	0.00	0.00	0.00	0.00	100.00
01-507-130 TRAINING	500	500	0.00	45.00	0.00	0.00	9.00	455.00
01-507-315 VEHICLE OEDUCTIBLE	2,000	0	0.00	0.00	0.00	0.00	0.00	0.00
01-507-420 OFFICE SUPPLIES	250	250	0.00	0.00	40.53	0.00	0.00	250.00
01-507-430 FLEET TOOLS & SUPPLIES	7,500	7,425	0.00	1,997.88	2,767.70	0.00	26.91	5,427.12
01-507-431 EMPLOYEE APPRECIATION LUNCHE	0	75	0.00	75.00	0.00	0.00	100.00	0.00
01-507-450 ENVIRONMENTAL FEES	500	600	0.00	596.26	0.00	0.00	99.38	3.74
01-507-480 UNIFORM ALLOWANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-507-501 VEHICLE PARTS-ADMIN	500	500	0.00	0.00	0.00	0.00	0.00	500.00
01-507-502 VEHICLE PARTS-POLICE	7,000	8,000	1,283.75	7,958.26	2,061.79	0.00	99.48	41.74
01-507-503 VEHICLE PARTS-FIRE	4,500	4,500	155.43	934.95	2,018.25	0.00	20.78	3,565.05
01-507-506 VEHICLE PARTS-PARKS & REC	2,000	2,000	149.00	501.13	0.00	0.00	25.06	1,498.87
01-507-508 VEHICLE PARTS-WARRANT OFFICE	500	500	0.00	0.00	0.00	0.00	0.00	500.00
01-507-515 VEHICLE PARTS-EMC/TECH	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-507-516 VEHICLE PARTS-PUBLIC WORKS	6,000	6,000	0.00	1,487.32	407.66	0.00	24.79	4,512.68
01-507-519 VEHICLE PARTS-INSPECTION	1,000	1,000	0.00	0.00	7.69	0.00	0.00	1,000.00
01-507-520 EQUIPMENT REPAIR	10,000	10,000	0.00	7,169.91	3,092.53	0.00	71.70	2,830.09
01-507-540 VEHICLE FUEL	29,000	29,000	2,716.72	21,828.74	44,355.81	0.00	75.27	7,171.26
01-507-602 VEHICLE OUTSIDE MAINT-POLICE	9,000	9,900	3,060.95	9,829.02	931.75	0.00	99.28	70.98
01-507-603 VEHICLE OUTSIDE MAINT-FIRE	6,000	6,000	0.00	5,184.95	2,348.27	0.00	86.42	815.05
01-507-606 VEHICLE OUTSIDE MAINT-PARKS&	1,000	1,000	0.00	0.00	0.00	0.00	0.00	1,000.00
01-507-608 VEHICLE OUTSIDE MAINT-WRNT	1,000	1,000	0.00	0.00	0.00	0.00	0.00	1,000.00
01-507-615 VEHICLE OUTSIDE MAINT-EMC/TE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-507-616 VEHICLE OUTSIDE MAINT-PW	2,000	2,000	0.00	0.00	296.83	0.00	0.00	2,000.00
01-507-619 VEHICLE OUTSIDE MAINT-INSF	500	500	0.00	0.00	0.00	0.00	0.00	500.00
01-507-700 CONTINGENCIES	1,000	1,000	0.00	0.00	15.00	0.00	0.00	1,000.00
01-507-702 LEASE PURCHASE-POLICE VEHICL	0	0	0.00	0.00	7,804.19	0.00	0.00	0.00
01-507-703 LEASE PURCHASE-FIRE DEPT	0	0	0.00	0.00	95,381.39	0.00	0.00	0.00
01-507-706 LEASE PURCHASE-PARKS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-507-716 LEASE PURCHASE-PUBLIC WORKS	0	0	0.00	12,876.77	36,529.27	0.00	0.00	12,876.77
01-507-719 LEASE PURCHASE-INSPECTION	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-507-721 LEASE PURCHASE-EDC	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-507-725 LEASE PURCHASE - CITY MGMT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-507-730 VEHICLE/EQUIPMENT TESTING	1,000	1,000	0.00	0.00	0.00	0.00	0.00	1,000.00
TOTAL OTHER EXPENSES	92,850	92,850	7,365.85	70,485.19	196,195.16	0.00	75.91	22,364.81
CAPITAL EXPENSES								
01-507-800 CAPITAL EXPENDITURES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 07-FLEET MECHANIC	136,954	136,954	10,788.99	95,801.53	218,355.15	0.00	69.95	41,152.47

08-COURT

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2012

01 -GENERAL FUND

% OF YEAR COMPLETED: 58.33

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
SALARIES & BENEFITS								
01-508-010 COURT SALARIES	113,697	113,697	13,149.88	90,147.65	57,556.00	0.00	79.29	23,549.35
01-508-011 COURT LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-508-012 STIPEND	2,250	2,250	0.00	2,449.07	0.00	0.00	108.85 (	199.07)
01-508-015 COURT INCENTIVE PAY-BILINGUA	0	0	0.00	0.00	28.03	0.00	0.00	0.00
01-508-017 CERTIFICATION PAY - COURT	900	900	23.08	380.82	0.00	0.00	42.31	519.18
01-508-018 COURT EDUCATION PAY	300	300	0.00	115.40	164.03	0.00	38.47	184.60
01-508-020 COURT OVERTIME	10,000	10,000	282.15	853.42	2,503.52	0.00	8.53	9,146.58
01-508-030 SOCIAL SECURITY	9,736	9,736	1,016.68	7,628.42	5,785.60	0.00	78.35	2,107.58
01-508-040 HEALTH INSURANCE	15,868	15,868	745.68	2,999.70	2,250.52	0.00	18.90	12,868.30
01-508-050 RETIREMENT	9,562	9,562	634.10	5,657.96	4,727.06	0.00	59.17	3,904.04
01-508-060 WORKER'S COMPENSATION	2,316	2,316	0.00	500.27	1,409.65	0.00	21.60	1,815.73
01-508-070 UNEMPLOYMENT COMPENSATION	675	675	152.03	1,260.22	236.51	0.00	186.70 (	585.22)
01-508-095 TERMINATION PAY-OUT	0	0	0.00	244.36	101.01	0.00	0.00 (	244.36)
TOTAL SALARIES & BENEFITS	165,304	165,304	16,003.60	112,237.29	74,761.93	0.00	67.90	53,066.71
OTHER EXPENSES								
01-508-120 DUES & SUBSCRIPTIONS	250	250	0.00	121.56	70.00	0.00	48.62	128.44
01-508-130 BONDS & TRAINING	1,500	1,500	1,194.00	1,960.82	521.18	0.00	130.72 (	460.82)
01-508-150 JUDGE	19,393	19,393	925.00	925.00	8,442.08	0.00	4.77	18,468.00
01-508-160 PROSECUTOR	13,826	13,826	1,200.00	1,200.00	7,558.73	0.00	8.68	12,626.00
01-508-165 WARRANT JAIL COSTS	5,000	5,000	0.00	4,750.00	0.00	0.00	95.00	250.00
01-508-170 JURY SERVICE FEES	200	200	108.00	108.00	0.00	0.00	54.00	92.00
01-508-180 COURT OF RECORD/STENOGRAPHER	1,000	1,000	0.00	0.00	0.00	0.00	0.00	1,000.00
01-508-420 OFFICE SUPPLIES	3,000	3,000	365.00	2,708.51	1,051.87	0.00	90.28	291.49
01-508-431 EMPLOYEE APPRECIATION LUNCHE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-508-480 UNIFORM ALLOWANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-508-481 CONTINGENCIES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-508-540 FUEL	5,000	5,000	0.00	0.00	0.00	0.00	0.00	5,000.00
TOTAL OTHER EXPENSES	49,169	49,169	3,792.00	11,773.89	17,643.86	0.00	23.95	37,395.11
CAPITAL EXPENSES								
01-508-800 CAPITAL EXPENDITURES	5,000	5,000	0.00	0.00	0.00	0.00	0.00	5,000.00
TOTAL CAPITAL EXPENSES	5,000	5,000	0.00	0.00	0.00	0.00	0.00	5,000.00
TOTAL 08-COURT	219,473	219,473	19,795.60	124,011.18	92,405.79	0.00	56.50	95,461.82

10-FACILITY DIVISION

OTHER EXPENSES								
01-510-100 UTILITIES	36,500	36,500	4,415.85	20,078.74	19,005.43	0.00	55.01	16,421.26
01-510-115 MOBILE TELEPHONES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-510-170 JANITORIAL SERVICES	20,000	20,000	0.00	5,195.32	12,290.88	0.00	25.98	14,804.68
01-510-240 CONTRACT MAINTENANCE	1,000	1,000	0.00	3,635.66	0.00	0.00	363.57 (	2,635.66)
01-510-430 SUPPLIES	3,000	3,000	1,252.02	4,767.88	2,634.04	0.00	158.93 (	1,767.88)
01-510-630 FACILITY MAINTENANCE	10,000	10,000	918.46	31,197.96	25,325.15	0.00	313.98 (	21,397.96)
01-510-650 FIRE ALARM & EXT. INSPECTION	2,000	2,000	0.00	2,106.50	250.00	0.00	105.33 (	106.50)

CITY OF WINCREST
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AS OF: APRIL 30TH, 2012

01 -GENERAL FUND

% OF YEAR COMPLETED: 58.33

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
01-510-700 CONTINGENCIES	1,500	1,500	0.00	867.10	616.76	0.00	57.81	632.90
TOTAL OTHER EXPENSES	74,000	74,000	6,586.33	68,049.16	60,122.26	0.00	91.96	5,950.84
CAPITAL EXPENSES								
01-510-800 CAPITAL EXPENDITURES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 10-FACILITY DIVISION	74,000	74,000	6,586.33	68,049.16	60,122.26	0.00	91.96	5,950.84
11-CIVIC CENTER								
SALARIES & BENEFITS								
01-511-010 CIVIC CENTER SALARIES	53,938	53,938	6,174.28	42,919.12	14,113.83	0.00	79.61	10,998.88
01-511-011 CIVIC CENTER LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-511-012 STIPEND	1,000	1,746	0.00	1,745.27	0.00	0.00	99.96	0.73
01-511-020 OVERTIME - CIVIC CENTER	4,800	6,772	392.35	6,771.05	5,670.85	0.00	99.99	0.95
01-511-030 SOCIAL SECURITY	4,571	4,571	466.44	3,788.95	1,521.39	0.00	82.89	782.05
01-511-040 HEALTH INSURANCE	10,338	10,338	1,078.08	7,060.45	2,143.26	0.00	68.30	3,277.55
01-511-050 RETIREMENT	4,958	4,958	419.04	4,096.19	1,164.46	0.00	82.62	9,054.19
01-511-060 WORKERS' COMPENSATION	6,172	3,454	0.00	2,249.21	2,006.06	0.00	65.12	1,204.79
01-511-070 UNEMPLOYMENT COMPENSATION	270	270	83.56	783.01	59.48	0.00	290.00	513.01
01-511-095 TERMINATION PAY-OUT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	86,047	86,047	8,613.75	61,240.87	26,879.33	0.00	71.17	24,806.13
OTHER EXPENSES								
01-511-100 UTILITIES	7,000	7,000	382.84	3,375.53	3,131.99	0.00	48.22	3,624.47
01-511-430 SUPPLIES	3,000	3,000	300.19	2,194.66	608.60	0.00	73.16	805.34
01-511-411 EMPLOYEE APPRECIATION LUNCHE	0	75	0.00	75.00	0.00	0.00	100.00	0.00
01-511-512 STIPEND	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-511-630 FACILITY MAINTENANCE	10,000	24,925	0.00	21,839.40	9,420.09	0.00	87.62	3,085.60
01-511-700 CONTINGENCIES	750	750	0.00	0.00	556.27	0.00	0.00	750.00
TOTAL OTHER EXPENSES	20,750	35,750	683.03	27,484.59	13,716.95	0.00	76.88	8,265.41
CAPITAL EXPENSES								
01-511-800 CAPITAL EXPENDITURES	100,000	85,000	829.69	40,308.16	0.00	0.00	47.42	44,691.84
TOTAL CAPITAL EXPENSES	100,000	85,000	829.69	40,308.16	0.00	0.00	47.42	44,691.84
TOTAL 11-CIVIC CENTER	206,797	206,797	10,126.47	129,033.62	40,596.28	0.00	62.40	77,763.38

14-CONTRACT SERVICES

OTHER EXPENSES

01-514-220 FOOD HEALTH OFFICER FEES	12,000	12,000	0.00	7,200.00	8,000.00	0.00	60.00	4,800.00
01-514-250 LEGAL & CITY ATTORNEY	30,000	30,000	2,500.00	17,500.00	14,000.00	0.00	58.33	12,500.00
01-514-255 SPECIAL LEGAL FEES	100,000	100,000	15,391.70	48,543.36	59,729.42	0.00	48.54	51,456.64
01-514-260 DUES & FEES-BCAD	0	0	0.00	0.00	8,700.00	0.00	0.00	0.00

CITY OF WINCREST
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01 -GENERAL FUND

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DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
01-514-270 DUES & FEES - BEXAR CO ELECT	10,000	10,000	0.00	0.00	0.00	0.00	0.00	10,000.00
01-514-280 FEES-DELINQUENT COLLECTOR	0	0	0.00	0.00	139.04	0.00	0.00	0.00
01-514-285 Contract Services - MFO	0	0	5,600.00	0.00	10,727.18	0.00	0.00	0.00
01-514-290 AUDIT	24,000	24,000	17,460.00	17,460.00	17,500.00	0.00	72.75	6,540.00
01-514-300 EMS	70,000	70,000	5,833.31	40,811.31	40,833.31	0.00	58.13	29,166.69
01-514-310 MUNICIPAL INSURANCE	83,000	81,266	0.00	56,430.93	35,356.64	0.00	69.44	24,835.07
01-514-320 ENGINEER / ARCHITECT	15,000	15,000	0.00	7,048.75	0.00	0.00	46.99	7,951.25
01-514-325 SALES TAX COLLECTION SERVICE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-514-328 CABLE TV FRANCHISE COMPLIANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-514-360 MOBILITY IMPAIRED TRANSPORT	12,000	12,000	0.00	12,000.00	0.00	0.00	100.00	0.00
01-514-167 WATER RESOURCES STUDY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-514-185 SALARY SURVEY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-514-400 CREDIT CARD TERMINAL	0	0	0.00	0.00	1,088.19	0.00	0.00	0.00
01-514-405 RECORDS STORAGE RENTAL	2,940	4,674	1,500.00	4,674.00	2,940.00	0.00	100.00	0.00
01-514-410 RECORDS DESTRUCTION	1,200	1,200	0.00	210.00	0.00	0.00	17.50	990.00
TOTAL OTHER EXPENSES	360,140	360,140	37,085.03	211,900.35	219,011.78	0.00	58.84	148,219.65
CAPITAL EXPENSES								
01-514-800 CAPITAL EXPENDITURES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00

Annual
Amount

TOTAL 14-CONTRACT SERVICES	360,140	360,140	37,085.03	211,900.35	219,011.78	0.00	58.84	148,219.65
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15-TECH SUPPORT

SALARIES & BENEFITS

01-515-010 EMC/TECH SUPPORT SALARIES	0	0	0.00	0.00	24,921.02	0.00	0.00	0.00
01-515-011 EMC/TECH LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-515-020 EMC/TECH SUPPORT OVERTIME	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-515-030 EMC/TECH SOCIAL SECURITY	0	0	0.00	0.00	2,460.48	0.00	0.00	0.00
01-515-040 EMC/TECH HEALTH INSURANCE	0	0	0.00	0.00	1,091.41	0.00	0.00	0.00
01-515-050 EMC/TECH RETIREMENT	0	0	0.00	0.00	2,102.32	0.00	0.00	0.00
01-515-060 WORKER'S COMPENSATION	0	0	0.00	0.00	216.87	0.00	0.00	0.00
01-515-070 UNEMPLOYMENT COMPENSATION	0	0	0.00	0.00	81.92	0.00	0.00	0.00
01-515-090 EMC/TECH TERM.PAY-OUT	0	0	0.00	0.00	7,705.56	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	0	0	0.00	0.00	38,579.60	0.00	0.00	0.00

OTHER EXPENSES

01-515-120 DUES & SUBSCRIPTIONS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-515-130 EMC/TECH TRAINING	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-515-200 COMPUTER CONTRACTS	54,758	54,758	26,167.82	55,804.31	32,749.35	0.00	101.91	1,046.11
01-515-201 COMPUTER MAINTENANCE	0	0	4,117.77	1,189.16	6,852.06	0.00	0.00	1,388.16
01-515-205 TELECOMMUNICATIONS CONTRACT	25,000	25,000	2,741.20	10,116.57	7,611.61	0.00	41.35	14,661.43
01-515-210 TELEPHONE MAINT.CONTRACT	10,260	10,260	0.00	13,857.99	9,317.45	0.00	135.07	3,597.99
01-515-215 MOBILE PHONES CONTRACT	4,256	4,256	0.00	3,187.45	4,088.90	0.00	79.59	868.55
01-515-220 MOBILE PHONES MAINTENANCE	280	280	0.00	0.00	0.00	0.00	0.00	280.00
01-515-221 MOBILE DATA TERMINAL SERVICE	8,020	8,020	0.00	2,937.14	2,470.19	0.00	36.62	5,082.86
01-515-223 PAGER CONTRACT	0	0	105.16	0.00	1,290.94	0.00	0.00	0.00

CITY OF WINCREST
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01-515-225 PAGER MAINTENANCE	0	0	0.00	0.00	34.00	0.00	0.00	0.00
01-515-226 PAGER MAINTENANCE-FIRE	0	0	0.00	0.00	425.00	0.00	0.00	0.00
01-515-227 RADIO CONTRACT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-515-229 RADIO MAINTENANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-515-286 CONTRACTSERVICES - IT	59,000	59,000	2,976.03	30,318.22	0.00	0.00	51.39	28,681.78
01-515-330 WEBSITE SUPPORT CONTRACT	6,000	6,000	0.00	4,608.00	3,600.00	0.00	76.80	1,392.00
01-515-332 WEBSITE MAINTENANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-515-333 CLOUD HOSTING FEES	15,000	15,000	0.00	330.00	0.00	0.00	2.20	14,670.00
01-515-395 EMERGENCY MGMT SUPPORT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-515-396 EOC EQUIPMENT & SUPPLIES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-515-430 TECH SUPPLIES	0	0	0.00	0.00	517.46	0.00	0.00	0.00
01-515-460 COPIER CONTRACT & SUPPLIES	15,500	15,500	260.00	5,316.00	7,808.06	0.00	34.30	10,184.00
01-515-480 UNIFORM ALLOWANCE	0	0	0.00	0.00	99.98	0.00	0.00	0.00
01-515-520 EQUIPMENT REPAIR	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-515-522 AUDIO VISUAL MAINTENANCE	0	0	0.00	0.00	131.12	0.00	0.00	0.00
01-515-525 LEASE PURCHASE-RECORDS MGMT	1,035	1,035	0.00	0.00	0.00	0.00	0.00	1,035.00
01-515-700 CONTINGENCIES	1,500	1,500	0.00	0.00	0.00	0.00	0.00	1,500.00
TOTAL OTHER EXPENSES	200,609	200,609	27,924.12	128,283.84	76,996.14	0.00	63.95	72,325.16
CAPITAL EXPENSES								
01-515-600 CAPITAL EXPENSE	40,000	40,000	0.00	38,099.00	0.00	0.00	95.25	1,901.00
TOTAL CAPITAL EXPENSES	40,000	40,000	0.00	38,099.00	0.00	0.00	95.25	1,901.00
TOTAL 15-TECH SUPPORT	240,609	240,609	27,924.12	166,382.84	115,575.74	0.00	69.15	74,226.16

16-PUBLIC WORKS

SALARIES & BENEFITS

01-516-010 PUBLIC WORKS SALARIES	297,214	283,774	17,613.42	122,557.78	169,333.29	0.00	43.19	161,216.22
01-516-011 PUBLIC WORKS LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-516-012 STIPEND	4,750	4,750	0.00	3,784.84	0.00	0.00	79.68	965.16
01-516-015 P.W .INCENTIVE PAY-BILINGUAL	1,200	1,200	92.32	646.24	822.64	0.00	53.85	553.76
01-516-018 P.W. EDUCATION PAY	300	300	23.08	161.56	164.03	0.00	53.85	138.44
01-516-020 PUBLIC WORKS OVERTIME	2,800	7,800	221.03	4,962.21	2,010.49	0.00	63.62	2,837.79
01-516-030 SOCIAL SECURITY	24,451	24,451	1,348.22	11,408.30	12,994.93	0.00	46.66	13,042.70
01-516-040 HEALTH INSURANCE	49,203	47,045	2,877.35	20,347.24	20,867.89	0.00	43.25	26,697.76
01-516-050 RETIREMENT	26,574	26,574	1,174.84	19,502.05	14,431.83	0.00	73.39	7,071.95
01-516-060 WORKERS' COMPENSATION	28,652	28,652	0.00	15,608.46	20,602.75	0.00	54.48	13,043.54
01-516-070 UNEMPLOYMENT COMPENSATION	1,215	1,215	208.69	2,000.94	522.75	0.00	164.69	785.94
01-516-095 TERMINATION PAY-OUT	2,163	7,397	0.00	7,396.82	2,162.70	0.00	100.00	0.18
TOTAL SALARIES & BENEFITS	438,522	433,158	23,558.95	208,376.44	243,913.30	0.00	48.11	224,781.56

OTHER EXPENSES

01-516-100 UTILITIES	42,900	42,900	7,962.57	29,998.97	22,365.48	0.00	69.93	12,901.03
01-516-130 TRAINING	1,500	1,500	0.00	271.00	698.10	0.00	18.07	1,229.00
01-516-140 EMPLOYMENT SCREENING	0	0	394.00	0.00	0.00	0.00	0.00	0.00
01-516-240 CONTRACT OUT MAINTENANCE	1,500	1,500	0.00	261.00	858.89	0.00	17.40	1,239.00
01-516-430 SDPLIES	11,500	11,500	645.79	2,551.89	2,727.08	0.00	22.19	8,948.11

CITY OF WINCREST
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AS OF: APRIL 30TH, 2012

01 -GENERAL FUND

% OF YEAR COMPLETED: 58.33

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
01-516-431 EMPLOYEE APPRECIATION LUNCHE	0	75	0.00	75.00	0.00	0.00	100.00	0.00
01-516-480 UNIFORM ALLOWANCE	9,500	9,500	0.00	4,313.85	3,287.31	0.00	45.41	5,186.15
01-516-510 VEHICLE OUTSIDE MAINTENAN	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-516-525 EQUIPMENT RENTAL	7,000	6,925	0.00	1,060.34	370.26	0.00	15.31	5,864.66
01-516-530 STREET SIGNS & MARKERS	5,000	8,000	360.00	7,008.98	2,869.79	0.00	87.61	991.02
01-516-630 FACILITIES MAINTENANCE	2,500	5,900	0.00	5,813.30	0.00	0.00	98.53	86.70
01-516-700 CONTINGENCIES	500	500	0.00	127.50	100.00	0.00	25.50	372.50
01-516-710 STREET CRACK FILLING MATERIA	8,000	8,000	0.00	30.00	0.00	0.00	0.38	7,970.00
01-516-720 ALLEY/CURB/SIDEWALK REPAIR	15,000	13,300	1,127.09	4,418.22	822.75	0.00	33.22	8,881.78
TOTAL OTHER EXPENSES	104,900	109,600	9,701.45	55,930.05	34,099.66	0.00	51.03	53,669.95
CAPITAL EXPENSES								
01-516-800 CAPITAL EXPENDITURES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-516-810 STREET CAPITAL REPAIRS	0	664	426.15	663.75	0.00	0.00	99.96	0.25
TOTAL CAPITAL EXPENSES	0	664	426.15	663.75	0.00	0.00	99.96	0.25
TOTAL 16-PUBLIC WORKS	543,422	543,422	33,686.55	264,970.24	278,012.96	0.00	48.76	278,451.76
17-ANIMAL CONTROL								
SALARIES & BENEFITS								
01-517-010 SALARIES-ANIMAL CONTROL	41,658	41,658	3,318.11	23,141.80	15,151.95	0.00	55.55	18,516.20
01-517-011 LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-517-012 STIPEND	750	950	0.00	877.93	0.00	0.00	92.41	72.07
01-517-013 Salaries - Animal on call	0	0	200.00	1,300.00	0.00	0.00	0.00	1,300.00
01-517-020 OVERTIME-ANIMAL CONTROL	1,500	1,500	16.66	1,000.70	1,134.41	0.00	66.71	499.30
01-517-030 SOCIAL SECURITY	3,360	3,360	256.61	2,028.38	1,244.89	0.00	60.37	1,331.62
01-517-040 HEALTH INSURANCE	7,753	7,753	359.36	2,515.52	2,143.26	0.00	32.45	5,237.48
01-517-050 RETIREMENT	3,643	3,643	217.36	1,962.04	1,344.63	0.00	53.86	1,680.96
01-517-060 WORKER'S COMPENSATION	2,004	2,004	0.00	1,632.99	650.64	0.00	81.49	371.01
01-517-070 UNEMPLOYMENT COMPENSATION	135	135	21.77	282.77	52.08	0.00	209.46	147.77
TOTAL SALARIES & BENEFITS	60,803	61,003	4,389.87	34,742.13	21,721.86	0.00	56.95	26,260.87
OTHER EXPENSES								
01-517-230 VET/INPOUNDING/SHELTER	7,000	7,000	1,826.45	7,093.85	3,004.50	0.00	101.34	93.85
01-517-240 TRAINING & CERTIFICATION	1,500	1,300	0.00	1,464.43	533.58	0.00	112.65	164.43
01-517-420 EQUIPMENT & SUPPLIES	700	700	236.90	388.25	536.80	0.00	55.46	311.75
TOTAL OTHER EXPENSES	9,200	9,000	1,263.35	8,946.53	4,074.88	0.00	99.41	53.47
CAPITAL EXPENSES								
01-517-800 CAPITAL EXPENDITURES	5,000	5,000	0.00	6,816.66	0.00	0.00	136.33	1,816.66
TOTAL CAPITAL EXPENSES	5,000	5,000	0.00	6,816.66	0.00	0.00	136.33	1,816.66
TOTAL 17-ANIMAL CONTROL	75,003	75,003	5,653.22	50,505.32	25,796.74	0.00	67.34	24,497.68

CITY OF WINCREST
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18-WCCPD								
SALARIES & BENEFITS								
01-518-010 WCCPD SALARIES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-518-011 WCCPD LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-518-014 WCCPD SPECIAL ASSIGN PAY-K-9	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-518-015 WCCPD INCEN PAY-BILING & SHI	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-518-017 WCCPD CERTIFICATION PAY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-518-020 WCCPD OVERTIME	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-518-021 WCCPD-7K HOURS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-518-030 WCCPD SOCIAL SECURITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-518-040 WCCPD HEALTH INSURANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-518-050 WCCPD RETIREMENT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-518-060 WCCPD WORKERS COMP	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-518-070 UNEMPLOYMENT COMPENSATION	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-518-095 WCCPD TERM.PAYOUT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 18-WCCPD	0	0	0.00	0.00	0.00	0.00	0.00	0.00
19-INSPECTIONS								
SALARIES & BENEFITS								
01-519-010 INSPECTION SALARIES	34,092	34,092	2,251.78	16,592.18	51,463.73	0.00	48.67	17,499.82
01-519-011 INSPECTIONS LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-519-012 STIPEND	500	500	0.00	594.26	0.00	0.00	118.05	94.26
01-519-015 INSP.INCENTIVE PAY-BILINGUAL	0	0	0.00	0.00	656.13	0.00	0.00	0.00
01-519-018 INSPECTION EDUCATION PAY	0	0	0.00	0.00	328.07	0.00	0.00	0.00
01-519-020 OVERTIME	0	0	0.00	139.10	0.00	0.00	0.00	139.10
01-519-030 SOCIAL SECURITY	2,648	2,648	172.26	1,421.87	4,019.33	0.00	53.70	1,226.13
01-519-040 HEALTH INSURANCE	5,419	5,419	359.56	2,036.35	4,322.52	0.00	37.58	3,382.65
01-519-050 RETIREMENT	1,878	1,878	145.92	1,387.09	4,336.24	0.00	73.86	490.91
01-519-060 WORKER'S COMPENSATION	402	402	0.00	344.33	542.19	0.00	85.65	57.67
01-519-070 UNEMPLOYMENT COMPENSATION	270	270	15.63	261.01	136.05	0.00	96.67	8.99
TOTAL SALARIES & BENEFITS	45,209	45,209	2,945.15	22,776.19	65,804.26	0.00	50.38	22,432.81
OTHER EXPENSES								
01-519-120 DDES & SDBSCRIPTIONS	500	500	0.00	0.00	155.00	0.00	0.00	500.00
01-519-125 CONTRACT INSPECTION SVCS	32,000	32,000	2,600.00	25,950.00	0.00	0.00	81.09	6,050.00
01-519-130 BONDS & TRAINING	2,000	2,000	0.00	50.00	285.00	0.00	2.50	1,950.00
01-519-140 EMPLOYMENT SCRIBING	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-519-150 CONTRACT SERVICES - INSPECT1	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-519-420 OFFICE SDPLIES	750	750	0.00	105.63	47.05	0.00	14.08	644.37
01-519-430 SPPPLIES & EQDIPMENT	500	500	0.00	179.00	0.00	0.00	35.80	321.00
01-519-480 UNIFORMS	500	500	0.00	99.99	0.00	0.00	20.00	400.01
01-519-540 VEHICLE FUEL	2,224	2,224	63.29	789.57	0.00	0.00	35.50	1,434.43

CITY OF WINCREST
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01-519-700 CONTINGENCIES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER EXPENSES	38,474	38,474	2,663.29	27,174.19	487.05	0.00	70.63	11,299.81
CAPITAL EXPENSES								
01-519-800 CAPITAL EXPENDITURES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 19-INSPECTIONS	83,683	83,683	5,608.44	49,950.38	66,291.31	0.00	59.69	33,732.62
20-FINANCE								
SALARIES & BENEFITS								
01-520-010 FINANCE SALARIES	81,616	80,952	6,259.40	43,390.77	46,755.92	0.00	53.60	37,561.23
01-520-011 FINANCE LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-520-012 STIPEND	1,000	1,132	0.00	1,131.08	0.00	0.00	99.92	0.92
01-520-015 FINANCE BILINGUAL PAY	600	600	46.16	323.12	128.07	0.00	53.85	276.88
01-520-018 FINANCE EDUCATION PAY	0	0	0.00	0.00	67.59	0.00	0.00	0.00
01-520-020 FINANCE OVERTIME	900	900	31.74	287.39	625.85	0.00	31.93	612.61
01-520-030 FINANCE SOCIAL SECURITY	6,391	6,391	483.89	1,661.56	4,133.40	0.00	57.29	2,729.44
01-520-040 FINANCE HEALTH INSURANCE	5,193	5,193	729.92	4,003.76	2,203.62	0.00	77.10	1,189.24
01-520-050 FINANCE RETIREMENT	4,164	4,164	248.61	2,206.67	3,177.09	0.00	52.99	1,957.33
01-520-060 WORKER'S COMPENSATION	328	360	0.00	359.11	379.53	0.00	99.75	0.89
01-520-070 UNEMPLOYMENT COMPENSATION	270	270	14.04	521.99	141.15	0.00	193.33	251.99
01-520-095 TERMINATION PAY-OUT - FINANC	0	0	0.00	0.00	6,992.32	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	100,462	99,962	7,813.76	55,885.45	64,804.54	0.00	55.91	44,076.55
OTHER EXPENSES								
01-520-120 DUES & SUBSCRIPTIONS	600	600	0.00	197.50	170.00	0.00	32.92	402.50
01-520-130 BONDS & TRAINING	2,500	2,500	380.00	696.00	50.00	0.00	27.84	1,804.00
01-520-140 EMPLOYMENT SCREENING	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-520-260 DUES & FEES- BCAD	10,816	10,816	0.00	5,406.00	0.00	0.00	49.98	5,410.00
01-520-280 FEES-DELINQUENT COLLECTOR	139	139	0.00	0.00	0.00	0.00	0.00	139.00
01-520-285 CONTRACT SERVICES - MFO	70,560	70,560	5,680.00	35,160.00	0.00	0.00	49.83	35,400.00
01-520-400 BANK/CREDIT CARD TERMINAL CH	4,242	4,242	0.00	1,500.87	0.00	0.00	35.38	2,741.13
01-520-420 OFFICE SUPPLIES	4,273	4,273	0.00	2,625.40	1,835.12	0.00	61.44	1,647.60
01-520-431 EMPLOYEE APPRECIATION LUNCHE	0	900	0.00	900.00	0.00	0.00	100.00	0.00
01-520-600 OFFICE EQUIP. & MAINT	900	900	0.00	0.00	0.00	0.00	0.00	900.00
01-520-700 CONTINGENCIES	600	200	42.90	42.90	2,885.75	0.00	21.45	157.10
TOTAL OTHER EXPENSES	94,630	95,130	5,942.90	46,528.67	4,941.07	0.00	48.91	48,601.33
CAPITAL EXPENSES								
01-520-800 CAPITAL EXPENDITURES	600	600	0.00	0.00	0.00	0.00	0.00	600.00
TOTAL CAPITAL EXPENSES	600	600	0.00	0.00	0.00	0.00	0.00	600.00
TOTAL 20-FINANCE	195,692	195,692	13,756.66	102,414.12	69,745.61	0.00	52.33	93,277.88

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21-ECONOMIC DEVELOPMENT(E								
SALARIES & BENEFITS								
01-521-010 EDC SALARIES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-521-011 EDC LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-521-018 EDC EDUCATION PAY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-521-020 EDC OVERTIME	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-521-030 SOCIAL SECURITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-521-040 HEALTH INSURANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-521-050 RETIREMENT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-521-060 WORKERS COMPENSATION	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-521-070 UNEMPLOYMENT COMPENSATION	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-521-095 TERMINATION PAY-OUT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
OTHER EXPENSES								
01-521-430 SUPPLIES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-521-510 VEHICLE ALLOWANCE-DIRECTOR	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-521-515 HEALTH INS. ALLOWANCE-DIRECT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-521-590 POSTAGE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
OTHER INCOME/EXPENSES								
01-521-900 TRANSFER TO EDC FUND	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER INCOME/EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 21-ECONOMIC DEVELOPMENT(E	0	0	0.00	0.00	0.00	0.00	0.00	0.00

25-CITY MANAGEMENT

SALARIES & BENEFITS

01-525-010 CITY MANAGEMENT SALARIES	95,000	95,000	7,307.70	51,153.90	17,087.01	0.00	53.85	43,846.10
01-525-011 LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-525-012 STIPEND	500	500	0.00	529.93	0.00	0.00	105.99 (	29.93)
01-525-017 CERTIFICATION PAY	0	0	0.00	0.00	7.42	0.00	0.00	0.00
01-525-018 EDUCATION PAY	0	0	0.00	0.00	7.42	0.00	0.00	0.00
01-525-019 TUITION REIMBURSEMENT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-525-020 CITY MANAGEMENT OVERTIME	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-525-030 SOCIAL SECURITY	7,417	7,417	530.24	4,021.63	1,508.67	0.00	54.22	3,395.37
01-525-040 HEALTH INSURANCE	5,231	5,231	373.36	2,618.06	773.36	0.00	50.05	2,612.94
01-525-050 RETIREMENT	8,140	8,140	480.72	4,279.00	1,616.65	0.00	52.57	3,861.00
01-525-060 WORKER'S COMPENSATION	383	383	0.00	418.00	271.11	0.00	109.14 (	35.00)
01-525-070 UNEMPLOYMENT COMPENSATION	135	135	0.00	261.00	12.72	0.00	193.33 (	126.00)
01-525-080 CONTRACT LABOR - HR	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-525-095 TERMINATION PAYOUT	0	0	0.00	0.00	1,489.64	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	116,806	116,806	8,692.02	63,281.52	22,774.00	0.00	54.18	53,524.48

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OTHER EXPENSES								
01-525-120 DUES & SUBSCRIPTIONS	1,000	1,000	0.00	480.00	0.00	0.00	48.00	520.00
01-525-121 ADP Contract	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-525-130 BONDS & TRAINING	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-525-140 EMPLOY. SCREENING & RECRUITM	0	0	0.00	0.00	9,822.75	0.00	0.00	0.00
01-525-150 MOVING EXPENSE - CITY MGR	10,000	10,000	0.00	10,000.00	1,000.00	0.00	100.00	0.00
01-525-420 OFFICE SUPPLIES	1,200	1,200	0.00	1,183.96	79.48	0.00	98.66	16.04
01-525-430 HR SUPPLIES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-525-640 EMPLOYEE RECOGNITION	0	0	0.00	900.00	0.00	0.00	0.00	900.00
01-525-645 MEALS & ENTERTAINMENT	500	500	0.00	276.52	99.21	0.00	55.30	223.48
01-525-650 VEHICLE EXPENSE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-525-655 Cell Phone Allowance	1,440	1,440	110.78	775.46	189.91	0.00	53.85	664.54
TOTAL OTHER EXPENSES	14,140	14,140	110.78	13,615.94	10,381.35	0.00	96.29	524.06
OTHER INCOME/EXPENSES								
01-525-900 TRANSFER TO EDC	0	0	0.00	219,185.64	0.00	0.00	0.00	219,185.64
TOTAL OTHER INCOME/EXPENSES	0	0	0.00	219,185.64	0.00	0.00	0.00	219,185.64
TOTAL 25-CITY MANAGEMENT	130,946	130,946	8,802.80	296,083.10	33,155.35	0.00	226.11	165,137.10

26-POOL

SALARIES & BENEFITS

01-526-010 SALARIES	51,200	51,200	0.00	0.00	0.00	0.00	0.00	51,200.00
01-526-020 OVERTIME	2,800	2,800	0.00	0.00	0.00	0.00	0.00	2,800.00
01-526-010 SOCIAL SECURITY	4,131	4,131	0.00	0.00	0.00	0.00	0.00	4,131.00
01-526-040 HEALTH INSURANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-526-050 RETIREMENT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-526-060 WORKER'S COMPENSATION	203	2,203	0.00	2,135.04	0.00	0.00	96.92	67.96
01-526-070 UNEMPLOYMENT COMPENSATION	2,430	2,430	0.00	0.00	0.00	0.00	0.00	2,430.00
TOTAL SALARIES & BENEFITS	60,764	62,764	0.00	2,135.04	0.00	0.00	3.40	60,628.96

OTHER EXPENSES

01-526-100 UTILITIES	17,000	17,000	50.49	7,493.27	0.00	0.00	44.08	9,306.73
01-526-130 BONDS & TRAINING	2,000	0	0.00	0.00	0.00	0.00	0.00	0.00
01-526-140 EMPLOYMENT SCREENING	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-526-210 EQUIPMENT LEASE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-526-255 CONTRACT SERVICES - POOL	4,500	4,500	0.00	0.00	0.00	0.00	0.00	4,500.00
01-526-420 OFFICE SUPPLIES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-526-430 MISCELLANEOUS SUPPLIES	10,000	10,000	0.00	894.17	0.00	0.00	8.94	9,105.83
01-526-480 UNIFORM ALLOWANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-526-500 VEHICLE PARTS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-526-510 VEHICLE OUTSIDE MAINTENANCE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-526-520 EQUIPMENT REPAIR	3,500	3,500	0.00	0.00	0.00	0.00	0.00	3,500.00
01-526-630 FACILITY MAINTENANCE	2,000	2,000	0.00	0.00	0.00	0.00	0.00	2,000.00
01-526-700 CONTINGENCIES	500	500	0.00	0.00	0.00	0.00	0.00	500.00
TOTAL OTHER EXPENSES	19,500	37,500	50.49	8,387.44	0.00	0.00	22.37	29,112.56

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2012

01 -GENERAL FUND

% OF YEAR COMPLETED: 58.33

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
CAPITAL EXPENSES								
01-526-800 CAPITAL EXPENDITURES	29,250	29,250	0.00	0.00	0.00	0.00	0.00	29,250.00
TOTAL CAPITAL EXPENSES	29,250	29,250	0.00	0.00	0.00	0.00	0.00	29,250.00
TOTAL 26-POOL	129,514	129,514	50.49	10,522.48	0.00	0.00	8.12	118,991.52
 27-POST OFFICE								
SALARIES & BENEFITS								
01-527-010 POST OFFICE SALARIES	10,296	10,296	838.04	5,590.13	12,751.18	0.00	54.29	4,705.87
01-527-011 LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-527-012 STIPEND	250	537	0.00	536.84	0.00	0.00	99.97	0.16
01-527-015 P. O. INCENTIVE PAY-BILINGUA	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-527-020 OVERTIME - POST OFFICE	675	675	0.00	0.00	8.70	0.00	0.00	675.00
01-527-030 SOCIAL SECURITY	858	858	64.11	480.59	976.11	0.00	56.01	377.41
01-527-040 HEALTH INSURANCE	0	1,058	0.00	754.63	0.00	0.00	71.53	300.37
01-527-050 RETIREMENT	0	0	0.00	0.00	136.77	0.00	0.00	0.00
01-527-060 WORKER'S COMPENSATION	44	46	0.00	45.30	108.42	0.00	98.48	0.70
01-527-070 UNEMPLOYMENT COMPENSATION	135	135	24.30	104.71	40.40	0.00	77.56	30.29
01-527-095 TERMINATION PAY-OUT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	12,258	13,602	926.45	7,512.20	13,748.04	0.00	55.23	6,089.80
 OTHER EXPENSES								
01-527-120 DUES & SUBSCRIPTIONS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-527-130 BONDS & TRAINING	300	300	0.00	0.00	245.00	0.00	0.00	300.00
01-527-420 OFFICE SUPPLIES - POST OFFIC	2,500	2,500	0.00	1,519.56	1,466.16	0.00	60.78	980.44
01-527-421 CONTRACT / SEASONAL HELP	5,000	3,956	0.00	320.64	0.00	0.00	8.11	3,635.36
01-527-590 POSTAGE - POST OFFICE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-527-600 OFFICE EQUIPMENT & MAINTENAN	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-527-610 OFFICE EQUIPMENT LEASE	3,200	3,200	263.00	1,841.00	2,430.44	0.00	57.53	1,359.00
01-527-700 CONTINGENCIES	300	300	0.00	0.00	0.00	0.00	0.00	100.00
01-527-710 INVENTORY ADJUSTMENTS	400	100	0.00	0.00	0.00	0.00	0.00	100.00
TOTAL OTHER EXPENSES	11,700	10,356	263.00	3,681.20	4,141.60	0.00	35.55	6,674.80
 CAPITAL EXPENSES								
01-527-800 CAPITAL EXPENSE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 27-POST OFFICE	23,958	23,958	1,189.45	11,193.40	17,889.64	0.00	46.72	12,764.60
 28-HUMAN RESOURCES								
OTHER EXPENSES								
01-528-121 ADP Contract	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-528-140 EMPLOYMENT SCREENING/RECRUIT	13,500	13,500	2,150.00	10,760.52	0.00	0.00	79.71	2,739.48

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2012

01 -GENERAL FUND

% OF YEAR COMPLETED: 58.33

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
01-528-141 ADP SERVICES	38,000	38,000	4,072.66	27,675.22	0.00	0.00	72.83	10,324.78
01-528-142 RECOGNITION PROGRAM	2,200	2,200	0.00	0.00	0.00	0.00	0.00	2,200.00
01-528-143 EMPLOYEE WELLNESS PROGRAM	2,000	2,000	0.00	0.00	0.00	0.00	0.00	2,000.00
TOTAL OTHER EXPENSES	55,700	55,700	6,222.66	38,435.74	0.00	0.00	69.00	17,264.26
TOTAL 28-HUMAN RESOURCES	55,700	55,700	6,222.66	38,435.74	0.00	0.00	69.00	17,264.26
29-MERIT INCREASES								
SALARIES & BENEFITS								
01-529-010 MERIT INCREASE SALARIES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-529-030 SOCIAL SECURITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-529-050 RETIREMENT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-529-060 WORKERS COMP	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 29-MERIT INCREASES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
00-GENERAL EXPENDITURES								
SALARIES & BENEFITS								
01-500-030 SOCIAL SECURITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
01-500-050 RETIREMENT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-GENERAL EXPENDITURES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	4,524,332	4,524,332	325,062.92	2,706,001.81	2,189,740.82	0.00	59.81	1,818,330.19
REVENUE OVER/(UNDER) EXPENDITURES	297,417	297,417	21,987.86	853,896.69	1,083,477.81	0.00	287.10 (	556,479.69)

BALANCE SHEET

AS OF: APRIL 30TH, 2012

02 -GARBAGE FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
02-1100	CASH	141,141.08	
02-1102	CLAIM ON CASH	164,454.06	
02-1105	SAVINGS	17,658.65	
02-1115	INVESTMENT - TEXPOOL	40,432.15	
02-1315	DUE FROM GENERAL FUND	0.00	
02-1601	A/R-COMMERCIAL GARBAGE	33,064.06	
02-1605	A/R-RESIDENTIAL GARBAGE	(188,784.82)	
02-1606	ALLOW FOR DOUBTFUL ACCTS	(2,389.96)	
02-1607	A/R-RECYCLING INCOME	0.00	
02-1608	A/R - UNAPPLIED CREDITS	(1,819.53)	
02-1610	A/R-ACCRUED INTEREST	0.00	
		203,755.69	
TOTAL ASSETS			203,755.69
LIABILITIES			
02-2315	DUE TO GENERAL FUND	0.00	
02-2400	A/P PENDING	0.00	
02-2410	A/P-SALES TAX	52,026.44	
02-2415	A/P-GARBAGE CONTRACTOR	64,809.15	
02-2420	DEFERRED REVENUE-RESIDENT	(287,031.37)	
TOTAL LIABILITIES		(170,195.78)	
EQUITY			
02-3201	FUND BALANCE	86,149.02	
TOTAL BEGINNING EQUITY		86,149.02	
TOTAL REVENUE		701,173.70	
TOTAL EXPENSES		413,371.25	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		287,802.45	
TOTAL EQUITY & FUND BALANCE		373,951.47	
TOTAL LIABILITIES, EQUITY & FUND BALANCE			203,755.69

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2012

02 -GARBAGE FUND

% OF YEAR COMPLETED: 58.33

	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	34,468.17	701,173.70	517,105.20	0.00	79.42	181,641.38
TOTAL REVENUES	882,815	882,815	34,468.17	701,173.70	517,105.20	0.00	79.42	181,641.38
EXPENDITURE SUMMARY								
00-GENERAL EXPENDITURES								
SALARIES & BENEFITS	882,815	882,815	53,448.11	413,371.25	480,404.47	0.00	46.82	469,444.08
OTHER EXPENSES	100,000	100,000	0.00	0.00	0.00	0.00	0.00	100,000.00
OTHER INCOME/EXPENSES	0	0	23,750.00	0.00	15,833.34	0.00	0.00	0.00
TOTAL 00-GENERAL EXPENDITURES	982,815	982,815	29,698.11	413,371.25	496,237.81	0.00	42.06	569,444.08
TOTAL EXPENDITURES	982,815	982,815	29,698.11	413,371.25	496,237.81	0.00	42.06	569,444.08
REVENUE OVER/(UNDER) EXPENDITURES	(100,000)	(100,000)	4,770.06	287,802.45	20,867.39	0.00	287.80-	387,802.70

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2012

02 -GARBAGE FUND

% OF YEAR COMPLETED: 58.33

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
02-4101 INCOME-COMMERCIAL	373,476	373,476	29,201.91	200,239.27	220,789.10	0.00	53.62	173,236.73
02-4105 INCOME-RESIDENTIAL	492,812	492,812 (	1,014.82)	487,942.49	284,500.09	0.00	99.01	4,869.51
02-4107 INCOME-RECYCLING	248	248	40.16	142.29	220.44	0.00	57.28	106.13
02-4110 INCOME-LATE CHARGE	16,268	16,268	6,239.69	12,801.02	11,394.57	0.00	78.69	3,466.98
02-4115 INCOME-INTEREST	11	11	1.23	7.13	9.19	0.00	66.89	3.53
02-4130 INCOME - MISCELLANEOUS	0	0	0.00	41.50	191.81	0.00	0.00 (	41.50)
TOTAL REVENUES	882,815	882,815	34,468.17	701,173.70	517,105.20	0.00	79.42	181,641.38

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2012

02 -GARBAGE FUND

% OF YEAR COMPLETED: 58.33

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
00-GENERAL EXPENDITURES								
SALARIES & BENEFITS								
02-500-010 EXPENSES-COMMERCIAL	365,651	365,651	0.00	151,153.00	205,955.01	0.00	41.34	214,498.43
02-500-020 EXPENSES-RESIDENTIAL	420,656	420,656	131.42	208,901.56	176,526.27	0.00	49.66	211,754.44
02-500-030 EXPENSES-ADMINISTRATIVE	95,000	95,000	53,316.69	53,316.69	97,923.17	0.00	56.12	41,681.31
02-500-040 EXPENSES-BAD DEBT	1,508	1,508	0.00	0.00	0.00	0.00	0.00	1,507.90
02-500-050 EXPENSES-MED.WASTE & CLEAN U	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	882,815	882,815	53,448.11	413,371.25	480,404.47	0.00	46.82	469,444.08
OTHER EXPENSES								
02-500-591 EXPENSE - ALLY REPAIR	90,000	90,000	0.00	0.00	0.00	0.00	0.00	90,000.00
02-500-592 EXPENSES - ADDITIONAL CITY S	10,000	10,000	0.00	0.00	0.00	0.00	0.00	10,000.00
TOTAL OTHER EXPENSES	100,000	100,000	0.00	0.00	0.00	0.00	0.00	100,000.00
OTHER INCOME/EXPENSES								
02-500-900 EXPENSES-TRANSFER GENERAL FU	0	0 (	23,750.00)	0.00	15,833.34	0.00	0.00	0.00
TOTAL OTHER INCOME/EXPENSES	0	0 (	23,750.00)	0.00	15,833.34	0.00	0.00	0.00
TOTAL 00-GENERAL EXPENDITURES	982,815	982,815	29,698.11	413,371.25	496,237.81	0.00	42.06	569,444.08
TOTAL EXPENDITURES	982,815	982,815	29,698.11	413,371.25	496,237.81	0.00	42.06	569,444.08
REVENUE OVER/(UNDER) EXPENDITURES	(100,000)	(100,000)	4,770.06	287,802.45	20,867.39	0.00	287.80-(	387,802.70)

BALANCE SHEET

AS OF: APRIL 30TH, 2012

13 -ECONOMIC DEVELOPMENT CORP

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
13-1102 CLAM ON CASH		
13-1102	CLAM ON CASH	308,300.57
13-1105	CASH - CHECKING	70,207.48
13-1106	Savings - TLF Proceeds	2,425,820.28
13-1115	INVESTMENTS-TEXPOOL#15900001	29,854.98
13-1116	INVESTMENTS-TEXPOOL#15900003	0.00
13-1315	DUE FROM GENERAL FUND	0.00
13-1375	DUE FROM MOT FUND	0.00
13-1510	A/R SALES TAX	38,016.82
		2,872,200.13
TOTAL ASSETS		2,872,200.13
LIABILITIES		
13-2315 DUE TO GENERAL FUND		
13-2315	DUE TO GENERAL FUND	0.00
13-2320	DUE TO TAXING ENTITIES	0.00
13-2400	A/P FENDING	0.00
13-2401	ACCOUNTS PAYABLE	0.00
13-2402	ALAMO TITLE ESCROW FUNDS	0.00
13-2410	A/P - SALES TAX	15,162.68
TOTAL LIABILITIES		15,162.68
EQUITY		
13-3201 FUND BALANCE		
13-3201	FUND BALANCE	1,869,304.75
TOTAL BEGINNING EQUITY		1,869,304.75
TOTAL REVENUE		2,021,789.49
TOTAL EXPENSES		1,034,056.79
TOTAL INCREASE/(DECREASE) IN FUND BAL.		987,732.70
TOTAL EQUITY & FUND BALANCE		2,857,037.45
TOTAL LIABILITIES, EQUITY & FUND BALANCE		2,872,200.13

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2012

13 -ECONOMIC DEVELOPMENT CORP

% OF YEAR COMPLETED: 58.33

	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	32,169.61	2,021,789.49	1,781,069.46	0.00	490.95 (	1,609,978.49)
TOTAL REVENUES	411,811	411,811	32,169.61	2,021,789.49	1,781,069.46	0.00	490.95 (	1,609,978.49)
EXPENDITURE SUMMARY								
00-GENERAL EXPENDITURES								
SALARIES & BENEFITS	87,445	87,445	11,358.82	20,150.60	74,617.36	0.00	23.04	67,294.40
OTHER EXPENSES	52,018	52,018	10,896.03	33,331.75	17,942.35	0.00	64.08	18,686.25
CAPITAL EXPENSES	1,667,126	1,667,126	191,200.40	980,574.44	25,623.00	0.00	58.82	686,551.56
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	213,455.25	1,034,056.79	118,182.71	0.00	57.24	772,532.21
TOTAL EXPENDITURES	1,806,589	1,806,589	213,455.25	1,034,056.79	118,182.71	0.00	57.24	772,532.21
REVENUE OVER/(UNDER) EXPENDITURES	(1,394,778)	(1,394,778)	(181,285.64)	987,732.70	1,662,886.75	0.00	70.82-(	2,382,510.70)

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2012

13 -ECONOMIC DEVELOPMENT CORP

% OF YEAR COMPLETED: 58.33

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
13-4105 INCOME - OTHER	0	0	0.00	1,625,952.62	1,600,000.00	0.00	0.00 (	1,625,952.62)
13-4110 INCOME - OTHER (HOT)	43,454	43,454	0.00	0.00	0.00	0.00	0.00	43,454.00
13-4111 INCOME - OTHER (GEN.FUND)	0	0	0.00	219,185.64	0.00	0.00	0.00 (	219,185.64)
13-4112 INCOME-WALZEM RD GRANT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
13-4113 INCOME-CORPORATE DONATIONS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
13-4115 SALES TAX (.25)	367,857	367,857	32,150.54	176,569.75	181,050.27	0.00	48.00	191,287.25
13-4301 INTEREST	500	500	19.07	81.48	19.19	0.00	16.30	418.52
13-4900 PROCEEDS FROM CAPITAL LEASE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	411,811	411,811	32,169.61	2,021,789.49	1,781,069.46	0.00	490.95 (	1,609,978.49)

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2012

13 -ECONOMIC DEVELOPMENT CORP

% OF YEAR COMPLETED: 58.33

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
00-GENERAL EXPENDITURES								
SALARIES & BENEFITS								
13-500-009 SALARIES - EDC	70,000	70,000	5,384.62	8,615.39	50,584.69	0.00	12.31	61,384.61
13-500-010 ADMINISTRATIVE EXPENSES	0	0	0.00	0.00	132.91	0.00	0.00	0.00
13-500-011 EDC LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
11-500-013 STIPEND	500	500	0.00	0.00	0.00	0.00	0.00	500.00
11-500-018 EDC EDUCATION PAY	5,393	5,393	0.00	0.00	492.10	0.00	0.00	5,393.00
13-500-020 EDC OVERTIME	0	0	0.00	0.00	62.66	0.00	0.00	0.00
13-500-030 SOCIAL SECURITY-EDC	0	0	419.62	671.35	6,307.39	0.00	0.00	671.35
13-500-040 HEALTH INSURANCE-EDC	5,231	5,231	39.12	39.12	1,440.58	0.00	0.75	5,191.88
13-500-050 RETIREMENT-EDC	5,908	5,908	356.10	569.76	5,284.23	0.00	9.64	5,338.24
13-500-060 WORKERS COMPENSATION-EDC	278	278	0.00	0.00	845.85	0.00	0.00	278.00
13-500-070 UNEMPLOYMENT COMPENSATION	135	135	159.36	254.98	72.00	0.00	188.87	119.98
13-500-080 CONTRACT LABOR	0	0	5,000.00	10,000.00	0.00	0.00	0.00	10,000.00
13-500-095 TERMINATION PAYOUT	0	0	0.00	0.00	19,961.41	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	87,445	87,445	11,358.82	20,150.60	74,617.36	0.00	23.04	67,294.40
OTHER EXPENSES								
13-500-100 PUBLIC RELATION FEES-GENERAL	0	0	0.00	0.00	0.00	0.00	0.00	0.00
13-500-115 MOBILE TELEPHONE	1,889	1,889	110.78	177.25	0.00	0.00	9.38	1,711.75
13-500-120 DUES & SUBSCRIPTIONS	1,305	1,305	0.00	99.00	345.00	0.00	7.59	1,206.00
13-500-130 TRAINING	2,454	2,454	175.00	175.00	1,150.00	0.00	7.13	2,279.00
13-500-132 TRAVEL	2,211	2,231	145.95	145.95	270.80	0.00	6.54	2,085.05
13-500-135 MEALS & ENTERTAINMENT	2,189	2,189	126.74	182.15	35.50	0.00	8.32	2,006.85
13-500-200 COMPUTER MAINTENANCE	0	0	147.35	147.35	41.71	0.00	0.00	147.35
11-500-201 WEBSITE MAINTENANCE	0	0	0.00	0.00	440.00	0.00	0.00	0.00
13-500-250 LEGAL EXPENSES	30,000	30,000	7,650.00	28,450.00	16,080.00	0.00	94.83	1,550.00
13-500-290 AUDIT	4,000	4,000	2,000.00	2,000.00	0.00	0.00	50.00	2,000.00
13-500-430 SUPPLIES	1,952	1,952	495.21	580.94	1,111.57	0.00	29.76	1,371.06
13-500-440 ELECTION EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
13-500-510 VEHICLE EXPENSE-EDC	0	0	0.00	0.00	0.00	0.00	0.00	0.00
13-500-515 HEALTH EXPENSE ALLOW-DIRECTO	0	0	0.00	0.00	1,968.11	0.00	0.00	0.00
13-500-520 MOVING EXPENSE-DIRECTOR	0	0	0.00	0.00	0.00	0.00	0.00	0.00
13-500-540 VEHICLE FUEL	146	146	0.00	0.00	26.00	0.00	0.00	146.00
13-500-590 POSTAGE	145	145	45.00	45.00	0.00	0.00	31.03	100.00
13-500-630 LEGAL ADVERTISING	0	0	0.00	276.28	59.75	0.00	0.00	276.28
13-500-640 COPIER OSAGE	833	833	0.00	956.83	0.00	0.00	114.87	123.81
13-500-650 WALZEM RD GRANT EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
13-500-700 CONTINGENCIES	4,874	4,874	0.00	96.00	937.05	0.00	1.97	4,778.00
TOTAL OTHER EXPENSES	52,018	52,018	10,896.03	33,331.75	17,942.35	0.00	64.08	18,686.25
CAPITAL EXPENSES								
13-500-800 EDC PROJECTS	46,170	46,170	0.00	1,755.41	9,623.00	0.00	3.80	44,414.59
13-500-801 PROMOTING WINCREST	35,980	35,980	4,937.50	4,937.50	0.00	0.00	13.72	31,042.50
13-500-810 CAPITAL EXPENSE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
13-500-890 TLF LOAN PAYMENTS	134,976	134,976	11,246.70	89,973.60	0.00	0.00	66.66	45,002.40

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2012

13 -ECONOMIC DEVELOPMENT CORP

% OF YEAR COMPLETED: 58.33

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
13-500-891 RACKER ROAD PROJECT	1,450,000	1,450,000	175,016.20	883,907.93	16,000.00	0.00	60.96	566,092.07
TOTAL CAPITAL EXPENSES	1,667,126	1,667,126	191,200.40	980,574.44	25,623.00	0.00	58.82	686,551.56
OTHER INCOME/EXPENSES								
13-500-900 PRIOR PERIOD ADJUSTMENT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER INCOME/EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-GENERAL EXPENDITURES	1,806,589	1,806,589	213,455.25	1,034,056.79	118,182.71	0.00	57.24	772,532.21
TOTAL EXPENDITURES	1,806,589	1,806,589	213,455.25	1,034,056.79	118,182.71	0.00	57.24	772,532.21
REVENUE OVER/(UNDER) EXPENDITURES	(1,394,778)	(1,394,778)	(181,285.64)	987,732.70	1,662,886.75	0.00	70.82-	(2,382,510.70)

BALANCE SHEET

AS OF: APRIL 30TH, 2012

14 -COURT TECHNOLOGY FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
14-1102	CLAIM ON CASH	7,897.93
14-1105	CASH - SAVINGS	16,258.07
14-1315	DUE FROM GENERAL FUND	0.00
		24,156.00
TOTAL ASSETS		24,156.00
LIABILITIES		
14-2315	DUE TO GENERAL FUND	(295.21)
14-2400	A/P PENDING	0.00
TOTAL LIABILITIES		(295.21)
EQUITY		
14-3201	FUND BALANCE	17,664.43
TOTAL BEGINNING EQUITY		17,664.43
TOTAL REVENUE		6,787.58
TOTAL EXPENSES		0.00
TOTAL INCREASE/(DECREASE) IN FUND BAL.		6,787.58
TOTAL EQUITY & FUND BALANCE		24,452.01
TOTAL LIABILITIES, EQUITY & FUND BALANCE		24,156.00

BALANCE SHEET

AS OF: APRIL 30TH, 2012

16 -HOTEL/MOTEL TAX FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
CLAIM ON CASH		
16-1102	CLAIM ON CASH	(50,714.50)
16-1105	SAVINGS	114,467.74
16-1115	INVESTMENTS	0.00
16-1315	DUE FROM GENERAL FUND	0.00
16-1357	DUE FROM TEXAS TAX NOTE FUND	0.00
16-1515	A/R - ACCRUED INTEREST	0.00
16-1550	A/R - MISCELLANEOUS	0.00
		63,753.24
TOTAL ASSETS		63,753.24
LIABILITIES		
DUE TO GENERAL FUND		
16-2315	DUE TO GENERAL FUND	0.00
16-2357	DUE TO TEXAS TAX NOTES FUND	0.00
16-2375	DUE TO EDC FUND	0.00
16-2400	A/P PENDING	0.00
TOTAL LIABILITIES		0.00
EQUITY		
FUND BALANCE		
16-3201	FUND BALANCE	126,528.77
TOTAL BEGINNING EQUITY		126,528.77
TOTAL REVENUE		72,662.78
TOTAL EXPENSES		135,438.31
TOTAL INCREASE/(DECREASE) IN FUND BAL. (	62,775.53)	
TOTAL EQUITY & FUND BALANCE		63,753.24
TOTAL LIABILITIES, EQUITY & FUND BALANCE		63,753.24

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2012

16 -HOTEL/MOTEL TAX FUND

% OF YEAR COMPLETED: 58.33

	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	15,511.16	72,662.78	86,158.24	0.00	44.85	89,346.22
TOTAL REVENUES	162,009	162,009	15,511.16	72,662.78	86,158.24	0.00	44.85	89,346.22
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	15,511.16	72,662.78	86,158.24	0.00	44.85	89,346.22

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2012

16 -HOTEL/MOTEL TAX FUND

% OF YEAR COMPLETED: 58.33

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
16-4101 INCOME-HOT	162,000	162,000	15,510.22	72,656.11	86,154.60	0.00	44.85	89,343.89
16-4105 INCOME-OTHER	0	0	0.00	0.00	0.00	0.00	0.00	0.00
16-4115 INCOME-INTEREST	9	9	0.94	6.67	3.64	0.00	74.11	2.33
TOTAL REVENUES	162,009	162,009	15,511.16	72,662.78	86,158.24	0.00	44.85	89,346.22

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2012

16 -HOTEL/MOTEL TAX FUND

% OF YEAR COMPLETED: 58.33

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
00-GENERAL EXPENDITURES								
SALARIES & BENEFITS								
16-500-040 ADVERTISING & PROMOTION	0	0	0.00	0.00	0.00	0.00	0.00	0.00
16-500-050 MISCELLANEOUS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENSES								
16-500-800 CAPITAL EXPENDITURES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-GENERAL EXPENDITURES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
REVENUE OVER/(UNDER) EXPENDITURES	162,009	162,009	15,511.16	72,662.78	86,158.24	0.00	44.85	89,346.22

BALANCE SHEET

AS OF: APRIL 30TH, 2012

17 -DEBT SERVICE

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
17-1102	CLAIM ON CASH	(179,149.69)
17-1105	SAVINGS	30,787.73
17-1115	INVESTMENTS	473.46
17-1315	DUE FROM GENERAL FUND	0.00
17-1356	DUE FROM HOTEL/MOTEL TAX FND	0.00
17-1515	A/R - ACCRUED INTEREST	0.00
17-1550	A/R - MISCELLANEOUS	0.00
		(147,888.50)
TOTAL ASSETS		(147,888.50)
LIABILITIES		
17-2315	DUE TO GENERAL FUND	94,130.27
17-2356	DUE TO HOTEL/MOTEL TAX FUND	0.00
17-2400	A/P PENDING	0.00
TOTAL LIABILITIES		94,130.27
EQUITY		
17-3201	FUND BALANCE	(87,460.79)
TOTAL BEGINNING EQUITY		(87,460.79)
TOTAL REVENUE		322,033.52
TOTAL EXPENSES		476,591.50
TOTAL INCREASE/(DECREASE) IN FUND BAL.		(154,557.98)
TOTAL EQUITY & FUND BALANCE		(242,018.77)
TOTAL LIABILITIES, EQUITY & FUND BALANCE		(147,888.50)

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2012

17 -DEBT SERVICE

% OF YEAR COMPLETED: 58.33

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
REVENUE SUMMARY								
ALL REVENUES	361,157	361,157	5,501.74	322,033.52	225,972.91	0.00	89.17	39,123.45
TOTAL REVENUES	361,157	361,157	5,501.74	322,033.52	225,972.91	0.00	89.17	39,123.45
EXPENDITURE SUMMARY								
00-GENERAL EXPENDITURES								
OTHER EXPENSES	476,592	476,592	453,295.75	476,591.50	476,075.00	0.00	100.00	0.50
TOTAL 00-GENERAL EXPENDITURES	476,592	476,592	453,295.75	476,591.50	476,075.00	0.00	100.00	0.50
TOTAL EXPENDITURES	476,592	476,592	453,295.75	476,591.50	476,075.00	0.00	100.00	0.50
REVENUE OVER/(UNDER) EXPENDITURES	(115,435)	(115,435)	(447,794.01)	(154,557.98)	(250,102.09)	0.00	133.89	39,122.95

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2012

17 -DEBT SERVICE

% OF YEAR COMPLETED: 58.33

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
17-4101 INCOME - TAX NOTES PROCEEDS	0	0	0.00 {	0.11}	0.00	0.00	0.00	0.11
17-4105 INCOME - OTHER	0	0	0.00	0.00	0.00	0.00	0.00	0.00
17-4115 INCOME - INTEREST	1	1	0.23	1.62	0.64	0.00	135.00 {	0.42}
17-4116 INCOME - SALES TAX (.25)	0	0	0.00	0.00	0.00	0.00	0.00	0.00
17-4117 AD VALOREM TAX (I&S .073841)	361,156	361,156	5,501.51	322,032.01	225,972.27	0.00	89.17	39,123.76
TOTAL REVENUES	361,157	361,157	5,501.74	322,033.52	225,972.91	0.00	89.17	39,123.45

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2012

17 -DEBT SERVICE

% OF YEAR COMPLETED: 58.33

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
00-GENERAL EXPENDITURES								
OTHER EXPENSES								
17-500-200 TAX NOTE PRINCIPAL EXPENSE	430,000	430,000	430,000.00	430,000.00	415,000.00	0.00	100.00	0.00
17-500-210 TAX NOTE INTEREST EXPENSE	46,592	46,592	23,295.75	46,591.50	61,075.00	0.00	100.00	0.50
17-500-350 NOTE ISSUANCE COSTS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
17-500-400 PAY AGENT/REGISTRAR FEES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER EXPENSES	476,592	476,592	453,295.75	476,591.50	476,075.00	0.00	100.00	0.50
TOTAL 00-GENERAL EXPENDITURES	476,592	476,592	453,295.75	476,591.50	476,075.00	0.00	100.00	0.50
TOTAL EXPENDITURES	476,592	476,592	453,295.75	476,591.50	476,075.00	0.00	100.00	0.50
REVENUE OVER/(UNDER) EXPENDITURES	(115,435)	(115,435)	(447,794.01)	(154,557.98)	(250,102.09)	0.00	133.89	39,122.95

BALANCE SHEET

AS OF: APRIL 30TH, 2012

18 -WCC&PD FUND

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
18-1102	CLAIM ON CASH	14,063.98	
18-1105	CASH - SAVINGS	233,916.02	
18-1210	PREPAID MAINTENANCE	0.00	
18-1315	DUE FROM GENERAL FUND	0.00	
18-1510	A/R-SALES TAX	35,717.18	
18-1515	A/R - MISC.	0.00	
		283,697.18	
TOTAL ASSETS			283,697.18
LIABILITIES			
18-2315	DUE TO GENERAL FUND	62,845.28	
18-2400	A/P PENDING	6,767.69	
18-2410	A/P - SALES TAX	6,199.13	
TOTAL LIABILITIES			63,413.84
EQUITY			
18-3201	FUND BALANCE	186,012.94	
TOTAL BEGINNING EQUITY			186,012.94
TOTAL REVENUE		225,690.20	
TOTAL EXPENSES		191,419.80	
TOTAL INCREASE/(DECREASE) IN FUND BAL.		34,270.40	
TOTAL EQUITY & FUND BALANCE			220,283.34
TOTAL LIABILITIES, EQUITY & FUND BALANCE			283,697.18

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2012

18 -MCC&PD FUND

% OF YEAR COMPLETED: 58.33

	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	41,664.54	225,690.20	220,062.04	0.00	59.66	152,574.80
TOTAL REVENUES	378,265	378,265	41,664.54	225,690.20	220,062.04	0.00	59.66	152,574.80
EXPENDITURE SUMMARY								
00-GENERAL EXPENDITURES								
SALARIES & BENEFITS	207,712	208,212	16,109.37	125,168.41	123,285.17	0.00	60.12	83,043.59
OTHER EXPENSES	136,556	136,056	339.75	66,068.89	114,448.51	0.00	48.56	69,987.11
CAPITAL EXPENSES	82,250	82,250	0.00	182.50	0.00	0.00	0.22	82,067.50
OTHER INCOME/EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-GENERAL EXPENDITURES	426,518	426,518	16,449.12	191,419.80	237,733.68	0.00	44.88	235,098.20
TOTAL EXPENDITURES	426,518	426,518	16,449.12	191,419.80	237,733.68	0.00	44.88	235,098.20
REVENUE OVER/(UNDER) EXPENDITURES	(48,253)	(48,253)	25,215.42	34,270.40	(17,671.64)	0.00	71.02	(82,523.40)

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2012

18 -WCC&PD FUND

% OF YEAR COMPLETED: 58.33

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
18-4101 INCOME - SALES TAX	378,250	378,250	41,662.94	225,679.35	220,054.10	0.00	59.66	152,570.65
18-4102 INCOME-K9 DONATIONS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
18-4105 INCOME - OTHER	0	0	0.00	0.00	0.00	0.00	0.00	0.00
18-4115 INCOME - INTEREST	15	15	1.60	10.85	7.94	0.00	72.33	4.15
18-4120 PROCEEDS FROM GUN SALES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
18-4900 PROCEEDS FROM CAPITAL LEASE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	378,265	378,265	41,664.54	225,690.20	220,062.04	0.00	59.66	152,574.80

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2012

18 -WCC&PD FUND

% OF YEAR COMPLETED: 58.33

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
00-GENERAL EXPENDITURES								
SALARIES & BENEFITS								
18-500-009 SALARIES	140,156	140,156	11,259.75	80,797.80	73,009.12	0.00	57.65	59,358.20
18-500-010 ADMINISTRATIVE EXPENSE	2,000	2,000	0.00	0.00	0.00	0.00	0.00	2,000.00
18-500-011 LONGEVITY	0	0	0.00	0.00	0.00	0.00	0.00	0.00
18-500-013 STIPEND	2,000	2,500	0.00	2,312.22	0.00	0.00	93.29	167.78
18-500-014 SPECIAL ASSIGNMENT PAY K-9	4,500	4,500	230.78	1,615.46	2,678.46	0.00	35.90	2,884.54
18-500-015 INCENTIVE PAY-BILING & SHIFT	2,200	2,200	46.16	392.36	1,215.65	0.00	17.83	1,807.64
18-500-017 CERTIFICATION PAY	900	900	115.40	761.64	1,339.46	0.00	84.63	138.36
18-500-018 EDUCATION PAY	300	300	0.00	0.00	0.00	0.00	0.00	300.00
18-500-019 TUITION REIMBURSEMENT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
18-500-020 OVERTIME	5,600	5,600	1,002.04	10,148.15	3,067.10	0.00	181.22 (	4,548.15)
18-500-021 7K HOURS	0	3,365	178.65	1,921.94	955.38	0.00	57.12	1,443.06
18-500-030 SOCIAL SECURITY	11,793	11,793	977.14	7,997.42	10,321.92	0.00	67.81	3,795.58
18-500-040 HEALTH INSURANCE	21,347	21,347	1,465.64	10,235.71	12,990.32	0.00	47.95	11,111.29
18-500-050 RETIREMENT	13,011	13,011	833.81	7,921.71	11,350.52	0.00	60.88	5,089.29
18-500-060 WORKERS COMPENSATION	3,365	0	0.00	0.00	6,090.01	0.00	0.00	0.00
18-500-070 UNEMPLOYMENT COMPENSATION	540	540	0.00	1,044.00	267.23	0.00	193.33 (	504.00)
TOTAL SALARIES & BENEFITS	207,712	208,212	16,109.37	125,168.41	123,285.17	0.00	60.12	83,043.59
OTHER EXPENSES								
18-500-110 BONDS & TRAINING	6,075	5,575	175.00	760.00	600.00	0.00	13.63	4,815.00
18-500-250 LEGAL EXPENSE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
18-500-290 AUDIT	0	0	0.00	0.00	0.00	0.00	0.00	0.00
18-500-420 OFFICE SUPPLIES	500	500	0.00	0.00	0.00	0.00	0.00	500.00
18-500-410 JUVENILE PROG.FEES & SOPPLIE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
18-500-435 K-9 PROGRAM EXPENSES	5,000	5,000	0.00	1,875.26	1,795.07	0.00	37.51	3,124.74
18-500-440 ELECTION EXPENSE	0	0	0.00	0.00	0.00	0.00	0.00	0.00
18-500-450 SYSTEM ACCESS FEE	10,072	10,072	0.00	0.00	0.00	0.00	0.00	10,072.00
18-500-480 UNIFORMS	2,000	2,000	0.00	545.26	260.74	0.00	27.26	1,454.74
18-500-500 MISC. CRIME PREVENTION	5,000	5,000	0.00	0.00	0.00	0.00	0.00	5,000.00
18-500-515 VEHICLE LEASE	0	0	0.00	0.00	48,373.32	0.00	0.00	0.00
18-500-516 EQUIP.LEASE-DISPATCH & POL.R	62,625	62,625	0.00	62,623.74	62,622.74	0.00	100.00	1.26
18-500-517 MAINTENANCE ON EQUIPMENT	45,284	45,284	164.75	264.61	796.64	0.00	0.58	45,019.37
TOTAL OTHER EXPENSES	136,556	136,056	339.75	66,068.89	114,448.51	0.00	48.56	69,987.11
CAPITAL EXPENSES								
18-500-800 CAPITAL EXPENDITURES	82,250	82,250	0.00	182.50	0.00	0.00	0.22	82,067.50
TOTAL CAPITAL EXPENSES	82,250	82,250	0.00	182.50	0.00	0.00	0.22	82,067.50
OTHER INCOME/EXPENSES								
18-500-900 PRIOR PERIOD ADJUSTMENTS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER INCOME/EXPENSES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 00-GENERAL EXPENDITURES	426,518	426,518	16,449.12	191,419.80	237,733.68	0.00	44.88	235,038.20

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: APRIL 30TH, 2012

18 -MCC&PD FUND

% OF YEAR COMPLETED: 58.33

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
TOTAL EXPENDITURES	426,518	426,518	16,449.12	191,419.80	237,733.68	0.00	44.88	235,098.20
REVENUE OVER/(UNDER) EXPENDITURES	(48,253)	(48,253)	25,215.42	34,270.40	(17,671.64)	0.00	71.02	(82,523.40)

BALANCE SHEET

AS OF: APRIL 30TH, 2012

19 -CAPITAL PROJECTS STREETS

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE
ASSETS		
19-1102	CLAIM ON CASH	207,657.65
19-1105	CASH - SAVINGS	58,267.63
19-1115	INVESTMENTS-TEXPOOL #159000002	10,225.64
19-1116	INVESTMENTS-TEXPOOL#159000001	148,065.91
19-1315	DUE FROM GENERAL FUND	0.00
19-1510	A/R-SALES TAX	38,016.82
		462,233.65
TOTAL ASSETS		462,233.65
LIABILITIES		
19-2315	DUE TO GENERAL FUND	(55,243.36)
19-2400	A/P PENDING	0.00
19-2410	A/P - SALES TAX	15,162.68
19-2441	Construction Retainage	2,495.01
TOTAL LIABILITIES		(37,585.67)
EQUITY		
19-3201	FUND BALANCE	394,537.00
TOTAL BEGINNING EQUITY		394,537.00
TOTAL REVENUE		176,578.49
TOTAL EXPENSES		71,296.17
TOTAL INCREASE/(DECREASE) IN FUND BAL.		105,282.32
TOTAL EQUITY & FUND BALANCE		499,819.32
TOTAL LIABILITIES, EQUITY & FUND BALANCE		462,233.65

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2012

19 -CAPITAL PROJECTS STREETS

% OF YEAR COMPLETED: 58.33

	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	32,151.91	176,578.49	181,112.75	0.00	48.00	191,280.51
TOTAL REVENUES	367,859	367,859	32,151.91	176,578.49	181,112.75	0.00	48.00	191,280.51
EXPENDITURE SUMMARY								
00-GENERAL EXPENDITURES								
SALARIES & BENEFITS	0	0	(12,457.57)	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENSES	240,000	240,000	58,396.17	71,296.17	36,741.16	0.00	29.71	168,703.83
TOTAL 00-GENERAL EXPENDITURES	240,000	240,000	45,938.60	71,296.17	36,741.16	0.00	29.71	168,703.83
TOTAL EXPENDITURES	240,000	240,000	45,938.60	71,296.17	36,741.16	0.00	29.71	168,703.83
REVENUE OVER/(UNDER) EXPENDITURES	127,859	127,859	(13,786.69)	105,282.32	144,371.59	0.00	82.34	22,576.68

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2012

19 -CAPITAL PROJECTS STREETS

% OF YEAR COMPLETED: 58.33

	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
REVENUES								
19-4101 INCOME - TAX NOTES PROCEEDS	0	0	0.00	0.00	0.00	0.00	0.00	0.00
19-4105 INCOME - OTHER	0	0	0.00	0.00	0.10	0.00	0.00	0.00
19-4115 INCOME - INTEREST	2	2	1.37	8.74 (	8,027.50)	0.00	437.00 (	6.74)
19-4116 INCOME-SALES TAX (.25)	367,857	367,857	32,150.54	176,569.75	189,140.15	0.00	48.00	191,287.25
TOTAL REVENUES	367,859	367,859	32,151.91	176,578.49	189,140.25	0.00	48.00	191,287.25

CITY OF WINCREST
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2012

19 -CAPITAL PROJECTS STREETS

% OF YEAR COMPLETED: 58.33

DEPARTMENTAL EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	CURRENT PERIOD	YEAR TO DATE BALANCE	PRIOR YEAR YTD BALANCE	TOTAL ENCUMBERED	% OF BUDGET	BUDGET BALANCE
00-GENERAL EXPENDITURES								
SALARIES & BENEFITS								
19-500-050 MISCELLANEOUS EXPENSE	0	0 (	12,457.57)	0.00	0.00	0.00	0.00	0.00
TOTAL SALARIES & BENEFITS	0	0 (	12,457.57)	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENSES								
19-500-800 CAPITAL EXPENDITURES	0	0	0.00	0.00	0.00	0.00	0.00	0.00
19-500-810 STREET MAINTENANCE	240,000	240,000	58,396.17	71,296.17	36,741.16	0.00	29.71	168,703.83
TOTAL CAPITAL EXPENSES	240,000	240,000	58,396.17	71,296.17	36,741.16	0.00	29.71	168,703.83
TOTAL 00-GENERAL EXPENDITURES	240,000	240,000	45,938.60	71,296.17	36,741.16	0.00	29.71	168,703.83
TOTAL EXPENDITURES	240,000	240,000	45,938.60	71,296.17	36,741.16	0.00	29.71	168,703.83
REVENUE OVER/(UNDER) EXPENDITURES	127,859	127,859 (	13,786.69)	105,282.32	144,371.59	0.00	82.34	22,576.68

ORDINANCE NO. 2012-663

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

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

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

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

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

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

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

PASSED AND APPROVED, on the 21st day of May, 2012 at a regular meeting of the City Council of the City of Windcrest, Texas which meeting was held in compliance with the Open Meetings Act, Tex. Gov't Code, §551.001, et.seq. at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

Alan Baxter, Mayor

ATTEST:

Heather Weidenbach, City Secretary

5-04-2012 8:34 AM

BUDGET ADJUSTMENT REGISTER

PAGE: 1

Attachment

PACKET: 00283-May 2012 Bgt Adj

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
Budget Adj. # 000334 -----							
01 4511	5/02/2012		27,500.00	0.00	0.00	27,500.00-	26,228.10-
GRANT PROCEEDS-DOJ							
01 503-040	5/02/2012		27,500.00	5,169.00	0.00	32,669.00	12,558.54
HEALTH INSURANCE							
Budget Adj. # 000335 -----							
01 4409	5/02/2012		40,000.00	74,000.00-	0.00	114,000.00-	22,451.65-
BUILDING PERMIT FEES							
01 517-800	5/02/2012		1,817.00	5,000.00	0.00	6,817.00	0.34
CAPITAL EXPENDITURES							
01 517-013	5/02/2012		1,375.00	0.00	0.00	1,375.00	75.00
Salaries - Animal on call							
01 502-096	5/02/2012		9,931.00	0.00	9,931.00	19,862.00	9,931.45
EXEMPT VACATION PAY-OUT							
01 502-020	5/02/2012		14,000.00	8,000.00	8,305.00	30,305.00	17,142.36
POLICE OVERTIME							
01 507-716	5/02/2012		12,877.00	0.00	0.00	12,877.00	0.23
LEASE PURCHASE-PUBLIC WORKS							
Budget Adj. # 000336 -----							
18 500-020	5/02/2012		10,000.00	5,600.00	0.00	15,600.00	5,451.85
OVERTIME							
18 500-800	5/02/2012		10,000.00-	82,250.00	0.00	72,250.00	10,260.68
CAPITAL EXPENDITURES							
Budget Adj. # 000337 -----							
01 525-900	5/04/2012	Transfer for EDC Re	219,185.64	0.00	0.00	219,185.64	0.00
TRANSFER TO EDC							
TOTAL NO. ADJUSTMENTS--REVENUE:					2	67,500.00	
TOTAL NO. ADJUSTMENTS--EXPENSE:					9	286,685.64	
TOTAL IN PACKET--						354,185.64	

5-04-2012 8:34 AM

BUDGET ADJUSTMENT REGISTER

PAGE: 2

PACKET: 00283-May 2012 Bgt Adj

BUDGET CODE: CB-Current Budget

FUND ACCOUNT	DATE	DESCRIPTION	ADJUSTMENT	ORIGINAL BUDGET	PREVIOUS ADJUSTMENTS	NEW BUDGET	BUDGET BALANCE
Budget Adj. # 000337 -----							

*** NO WARNINGS ***

*** NO ERRORS ***

*** END OF REPORT ***

ORDNANCE NO. 2012-664

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

WHEREAS, the City Council desires to adopt the operating budget of the Economic Development Corporation of the City of Windcrest for the fiscal year October 1, 2011 to September 30, 2012; and,

WHEREAS, said budget has been submitted to the City Council by the City Manager, in accordance with the Economic Development Corporation By-Laws.

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

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

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

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

PASSED AND APPROVED, on the 21st day of May, 2012 at a regular meeting of the City Council of the City of Windcrest, Texas which meeting was held in compliance with the Open Meetings Act, Tex. Gov't Code, §551.001, et.seq. at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

Alan Baxter, Mayor

ATTEST:

Heather Weidenbach, City Secretary

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

Budget Adj. 8 000314							
13 4105	4/03/2012		1,845,138.00	0.00	0.00	1,845,138.00-	219,185.38-
		INCOME - OTHER					
:3 4110	4/03/2012		43,454.00-	43,454.00-	0.01	0.70	0.00
		INCOME - OTHER (HOT)					
:3 500-009	4/03/2012		26,851.00-	70,000.00	0.00	43,449.00	34,533.61
		SALARIES - EDC					
13 500-013	4/03/2012		500.00-	500.00	0.00	0.00	0.00
		STIPEND					
13 500-018	4/03/2012		5,393.00-	5,393.00	0.00	0.00	0.00
		EDC EDUCATION PAY					
13 500-030	4/03/2012		3,137.00	0.00	0.00	3,137.00	2,465.65
		SOCIAL SECURITY-EDC					
13 500-040	4/03/2012		4,000.00-	5,231.00	0.00	1,231.00	1,191.88
		HEALTH INSURANCE-EDC					
13 500-050	4/03/2012		2,828.00-	5,908.00	0.00	3,080.00	2,510.24
		RETIREMENT-EDC					
:3 500-115	4/03/2012		789.07-	1,889.00	0.00	1,100.00	922.75
		MOBILE TELEPHONE					
13 500-120	4/03/2012		605.00-	1,305.00	0.00	700.00	001.00
		DUES & SUBSCRIPTIONS					
13 500-130	4/03/2012		1,054.00-	2,454.00	0.60	1,400.00	1,225.00
		TRAINING					
13 500-132	4/03/2012		931.00-	2,231.00	0.60	1,300.00	1,154.05
		TRAVEL					
:3 500-135	4/03/2012		909.00-	2,189.00	0.00	1,280.00	1,127.31
		MEALS & ENTERTAINMENT					
13 500-290	4/03/2012		1,500.00	4,030.00	0.00	5,500.00	3,500.00
		AUDIT					
13 500-430	4/03/2012		812.00-	1,952.00	0.00	1,140.00	559.06
		SUPPLIES					
13 500-540	4/03/2012		132.00-	146.00	0.00	14.00	14.00
		VEHICLE FUEL					

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

Budget Adj. II 000314							
13 500-640 COPIER USAGE	4/03/2012	610.00		833.00	4.00	1,443.00	488.31
13 500-700 CONTINGENCIES	4/03/2012	254.00-		4,874.00	0.00	4,620.00	4,524.00
13 500-801 PROMOTING WINDCREST	4/03/2012	100.00		35,980.00	0.00	36,080.00	31,142.50
13 500-891 BACKER ROAD PROJECT	4/03/2012	1,995,138.00		1,450,000.00	0.00	3,445,138.00	2,561,230.07
13 500-080 CONTRACT LABOR	4/03/2012	35,000.00		0.00	0.00	35,000.00	27,500.00
				TOTAL NO. ADJUSTMENTS - -REVENUE:	2	1,801,684.00	
				TOTAL NO. ADJUSTMENTS - -EXPENSE:	20	1,990,367.00	
				TOTAL IN PACKET--		3,792,051.00	

*** NO WARNINGS ***

*** NO ERRORS ***

*** END OF REPORT ***

ORDINANCE NO. 2011-654A

AN ORDINANCE
EXTENDING THE MORATORIUM ON CONSTRUCTION OF
CARPORTS AND PROHIBITING THE ACCEPTANCE OF
APPLICATIONS FOR CARPORT BUILDING PERMITS
ADOPTED ON DECEMBER 5, 2011 FOR AN ADDITIONAL
SIXTY DAYS FROM THE MORATORIUM'S EXPIRATION.

WHEREAS, the City of Windcrest Code of Ordinances does not appear to authorize or prohibit the construction of carports in the City; and

WHEREAS, it is necessary to review the desirability of the installation of carports in the City and the compatibility of carports with existing residential neighborhood construction patterns; and

WHEREAS, the beauty of the City of Windcrest may be compromised if new carports are constructed before the review of the desirability of carports is completed and implemented; and

WHEREAS, a temporary moratorium of six months prohibiting the construction of carports and the acceptance of applications for carport building permits was enacted on December 5, 2011 so that said moratorium will expire on June 5, 2012; and

WHEREAS, an additional sixty (60) day extension of said moratorium is needed to complete the City's review of the desirability of carports in the City.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that the moratorium prohibiting the construction of carports and the acceptance of applications for carport building permits is extended until August 4, 2012.

PASSED AND APPROVED this _____ day of May, 2012.

ALAN BAXTER, MAYOR

ATTEST:

HEATHER WEIDENBACH, CITY SECRETARY

APPROVED:

MICHAEL S. BRENAN, CITY ATTORNEY

ORDINANCE NO. 2012-657A

AN ORDINANCE AMENDING CHAPTER 3, ANIMAL CONTROL, BY ADOPTING PROVISIONS RELATING TO THE STERILIZATION OF ADOPTED ANIMALS AND BY CLARIFYING THE RESTRICTION ON LOOSE DOGS.

WHEREAS, The City Council adopted a new Chapter 3, Animal Control, on _____, 2011; and

WHEREAS, The City Council has determined that amendment of the Animal Control Chapter is necessary to promote the health, safety and welfare of the citizens of Windcrest.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that Chapter 3, Animal Control, is amended by adoption of a new Section 3.1071 as follows:

"Sec 3.1071 ADOPTION OF ANIMALS

In the event a dog or cat is released by the Animal Control Officer or the City's Impoundment Facility for adoption, it shall be sterilized and microchipped. If the dog or cat is too young to be sterilized at the time of adoption or for some other reason the dog or cat cannot be sterilized at the time of adoption, the person adopting the dog or cat shall sign an agreement to have the dog or cat sterilized and shall pay a deposit to ensure sterilization at the appropriate date. The sterilization agreement must contain the date of the agreement; the name, addresses and signatures of the City and the new owner; a description of the animal to be adopted; the sterilization completion date; and a statement, printed in conspicuous, bold print, that sterilization of the animal is required under Chapter 828, Health and Safety Code, and that a violation of this chapter is a criminal offense punishable as a Class C misdemeanor.

The sterilization completion date contained in the sterilization agreement must be the 30th day after the date of adoption in the case of an adult animal or the 30th day after a specified date estimated to the date an adopted infant female or male dog or cat becomes six (6) months old.

Each new owner who signs a sterilization agreement shall deliver to the City a letter signed by the veterinarian who performed the sterilization. The letter must be delivered in person not later than the seventh day after the date on which the animal was sterilized. The letter must state that the animal has been sterilized, briefly describe the animal, and provide the date of sterilization. After such steps are followed the sterilization deposit shall be returned to the owner.

If an adopted animal dies on or before the sterilization completion date agreed to, the new owner shall deliver to the City a signed letter or a veterinarian's report stating the animal is dead. The letter must be delivered not later than the seventh day after the date of the animal's death and must describe the cause of death, in known, and provide the date of death.

If an adopted animal is lost or stolen before the sterilization completion date agreed to, the new owner shall deliver to the City a signed letter stated that animal is lost or stolen. The letter must be delivered not later than the seventh day after the date of the animal's disappearance and must describe the circumstances surrounding the disappearance, to what authority the lost animal was reported, and provide the approximate date of the disappearance. If the City does not receive a letter before the expiration of the seventh day after the sterilization completion date agreed to shall cause a complaint to file against the new owner. It is a presumption under this law that the failure of the new owner to deliver to the City a signed letter is the result of the new owner's refusal to have the adopted animal sterilized. The new owner may rebut this presumption at the time of a hearing with the proof required under the above-mentioned sections.

If the City does not receive a letter after the expiration of the seventh day after the sterilization completion date agreed to, the City may reclaim the animal from the new owner. A person may not prevent, obstruct or interfere with reclamation under this section.

A new owner that violates this section commits an offense. An offense under this section is a Class C misdemeanor."

NOW, THEREFORE, BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, TEXAS that Chapter 3, Animal Control, is amended by repealing existing Section 3.111 and by adopting a new Section 3.111 as follows:

"Sec. 3.111 DOGS AND CATS AT LARGE

It shall be unlawful for any person owning any dog to permit it to be outside of such owner's fenced premises or other enclosure, unless the dog shall be at all times under the control of the owner or his employee or agent by means of a leash, chain, rope or cord of sufficient strength to control the actions of the dog. When an unattended dog is found to be on unfenced private or public property, or outside of an enclosure, without proper leashing, the Animal Control Officer shall have the authority to retrieve the dog from such private or public property. The owner of a sexually intact (not spayed or neutered) domesticated cat shall not permit the domesticated cat to roam."

PASSED and APPROVED this ____ day of May, 2012.

Alan Baxter, Mayor

ATTEST:

Heather Weidenbach, City Secretary

APPROVED AS TO FORM:

Michael S. Brennan, City Attorney

ORDINANCE NO. 2012-665

AMENDING CHAPTER 20, TRAFFIC AND PARKING, OF THE CODE OF ORDINANCES OF THE CITY OF WINDCREST, TEXAS, BY ELIMINATING 30 MPH SPEED LIMIT ON EAGLECREST, CRESTWAY AND WINDSOR HILL AND BY ADDING ADDITIONAL STOP SIGNS AT LOCATIONS ON CRESTWAY, EAGLECREST, PARKCREST AND MIDCROWN.

WHEREAS, the City Council finds that the public health, safety and welfare would be enhanced by reducing the speed limit on Eaglecrest, Crestway and Windsor Hill to 20 MPH and by adding stop signs at locations on Crestway, Eaglecrest and Midcrown.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, that Chapter 20, Traffic and Parking, Section 20.602 of the Code of Ordinances is amended by repealing the 30 MPH speed limit provided for “Windsor Hill, entire length from Roughrider Drive to Fourwinds Drive“, “Eaglecrest Boulevard from north city limits to south city limits”, “Crestway Drive from Midcrown Drive to Randolph Boulevard” and “Crestway Drive from Eaglecrest Boulevard to east city limits”.

NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, that Chapter 20, Traffic and Parking, Section 20.404 of the Code of Ordinances is amended by adding:

ONTO:

Richfield Street (south bound)

Windrock Drive (east and north bound)

Golfcrest Drive (turning northeast)

Golfcrest Drive (turning southwest)

Moorside Drive (east and west bound)

AT INTERSECTION OF:

Crestway Drive

Eaglecrest Blvd.

Midcrown Drive

Midcrown Drive

Parkcrest Drive

This Ordinance shall take effect 5 days from the date of its publication.

PASSED AND APPROVED this ____ day of _____, 2012

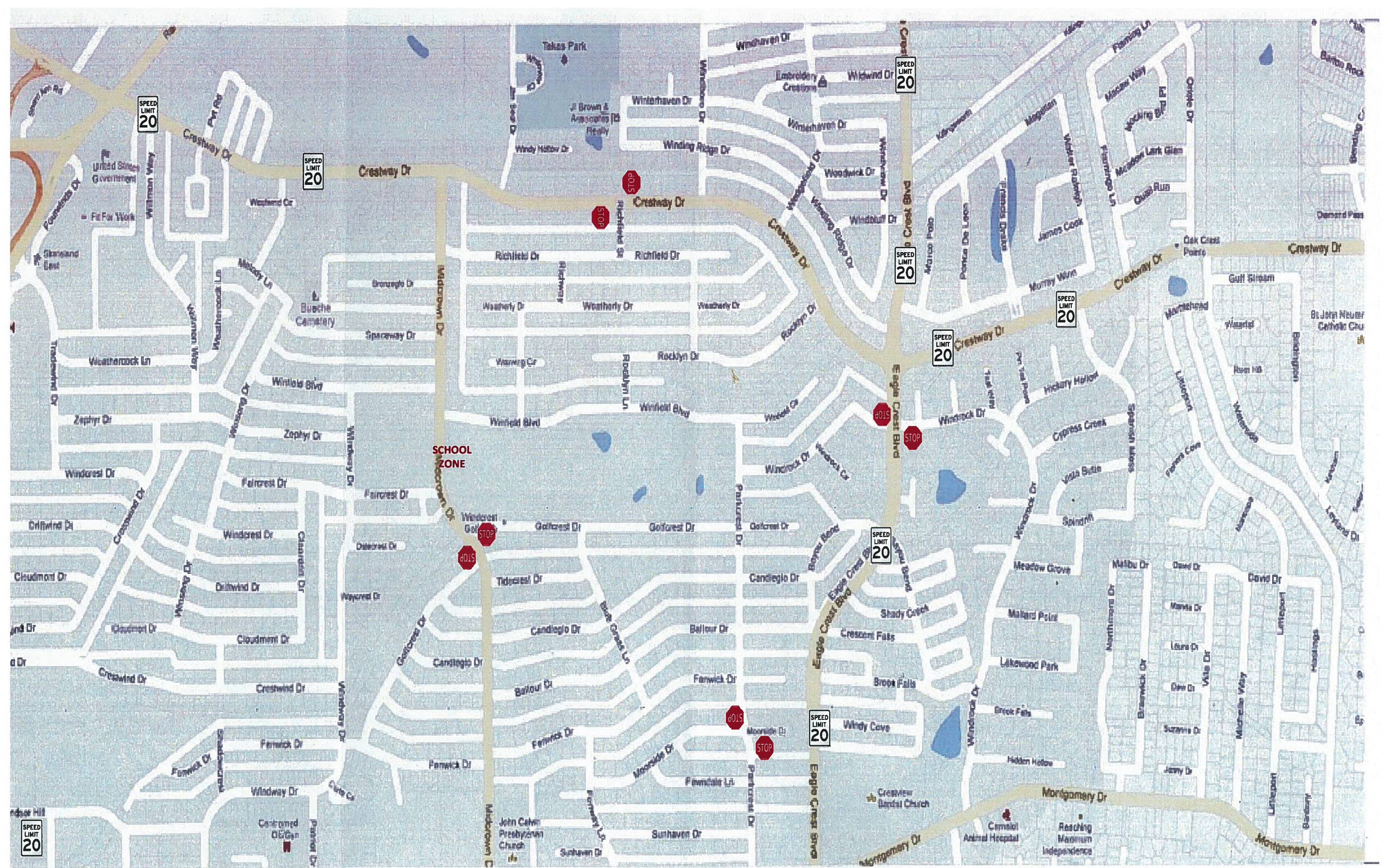
ALAN E. BAXTER, Mayor

ATTEST:

HEATHER WEIDENBACH, City Secretary

APPROVED AS TO FORM:

MICHAEL S. BRENAN, City Attorney



SPEED LIMIT 20

SPEED LIMIT 20

SPEED LIMIT 20

SPEED LIMIT 20

SPEED LIMIT 20

SPEED LIMIT 20

SPEED LIMIT 20

SPEED LIMIT 20

SPEED LIMIT 20

SCHOOL ZONE

STOP

STOP

STOP

STOP

STOP

ORDINANCE NO. 2012-666

**AMENDING CHAPTER 12, HEALTH AND SANITATION,
OF THE CODE OF ORDINANCES OF THE CITY OF
WINDCREST, TEXAS, BY RESTRUCTURING
SUBCHAPTER 12.800 AND BY ADOPTION OF
PROGRESSIVE VIOLATION PROCEDURES.**

WHEREAS, the City Council finds that the public health, safety and welfare would be enhanced by restructuring Subchapter 12.800 and by adoption of progressive violation procedures.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, that Chapter 12, Health and Sanitation, Subchapter 12.800, Nuisances, of the Code of Ordinances is amended by renumbering current Section 12.805 as new Section 12.802, by renumbering current Section 12.802 as new Section 12.803, by renumbering current Section 12.802.1 as new Section 12.803.1, by renumbering current Section 12.802.2 as new Section 12.803.2, by renumbering current Section 12.803 as new Section 12.803.3 and by renumbering current Section 12.804 as new Section 12.803.4.

NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, that Chapter 12, Health and Sanitation, Subchapter 12.800 is amended by repealing current Section 12.802.1, Compliance, and by adopting the following section in its place as new Section 12.803.1:

“12.803.1 COMPLIANCE

The owner, lessee, occupant, or any other person in charge (hereinafter referred to in this Subchapter as “owner”) of any premises located within the City of Windcrest in or on which there is a nuisance, shall, as soon as its presence comes to his knowledge, proceed at once and continue to abate the said nuisance. Failure of an owner to abate and continue to abate any of said nuisances shall be subject to the remedies provided in Section 12.803, at the discretion of the City.”

NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, that Chapter 12, Health and Sanitation, Subchapter 12.800 is amended by repealing current Section 12.802.2, Duty of the City Administrator, and by adopting the following section in its place as new Section 12.803.2:

“12.803.2 DUTY OF THE CITY MANAGER

Whenever the City Manager or City Official designated by the City Manager, of the City of Windcrest learns of any nuisance as defined in this Subchapter, written notice of such nuisance shall be sent to the owner of such property notifying the owner of the existence of such

nuisance and directing him to immediately abate such nuisance. Said notice shall also state that if the nuisance is not abated within seven (7) calendar days of notice to do so, the City may at once cause the same to be done and charge the cost and expense to the owner of such property and fix the lien therefore on such property as provided by this Subchapter.”

NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, that Chapter 12, Health and Sanitation, Subchapter 12.800 is amended by repealing current Section 12.804, Authority for Abatement and Lien, and by adopting the following section in its place as new Section 12.803.4:

“12.803.4 AUTHORITY FOR ABATEMENT AND LIEN

In the event the owner refuses or fails to abate such nuisance within seven (7) calendar days after notice to do so, the City, on the eighth (8th) day, may do such work or cause same to be done, and assess the cost thereof against the property upon which such expense is incurred. If the work is done by the City following the procedure outlined in this Section, the Mayor or City Official designated by the Mayor, shall make out and certify a statement of the cost of doing such work, and shall file such statement with the Bexar County Clerk. Thereupon, the City shall have a lien on such lot for the amount expended by the City, together with interest at the rate of ten percent (10%) per annum from the date of the payment of such expense by the City. Such lien shall be inferior only to tax liens and liens for street improvements. (Ord. No. 86, 4/13/70).”

NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, that Chapter 12, Health and Sanitation, Subchapter 12.800 is amended by adopting the following Section 12.803.5:

“12.803.5 WARNINGS AND CITATIONS IN ADDITION TO NOTICE TO ABATE NUISANCE

In addition to the notice to abate nuisance authorized in Section 12.803.4, the first time an owner of property is in violation of Subchapter 12.800 within a calendar year, the owner will be issued a written violation warning notice with a request for abatement of such nuisance within five (5) calendar days. In the event an owner, after receiving a written violation warning notice fails to abate such nuisance within five (5) calendar days, the owner will be issued a misdemeanor citation (court summons) on the 6th day for the violation. The owner must abate the nuisance immediately. On the seventh (7th) day following a written violation warning notice, if the owner has failed to abate such nuisance, the owner will be issued another misdemeanor citation (court summons) for violation. On the eighth (8th) day following a written violation warning notice, if the owner has failed to abate such nuisance, the City of Windcrest Public Works Department or designated contractor will abate such nuisance and the Mayor will make out and certify a statement of the cost of doing such work, and shall file such statement with the Bexar County Clerk. Thereupon, the City shall have a lien on such property for the amount

expended by the City, together with interest at the rate of ten percent (10%) per annum from the date of the payment of such expense by the City. Such lien shall be inferior only to tax liens and liens for street improvements.”

NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDCREST, that Chapter 12, Health and Sanitation, Subchapter 12.800 is amended by adopting the following Section 12.803.6:

“Sec. 12.803.6 CITATIONS IN ADDITION TO NOTICE TO ABATE NUISANCE FOR REPEAT OFFENDERS

An owner of property found to be in violation of Subchapter 12.800 for the second and subsequent additional times within the same calendar year after having committed the same offense the first time, will be issued a misdemeanor citation (court summons) for the violation immediately without the issuance of a five (5) day written violation warning notice to abate. The owner must abate the nuisance immediately. If the owner fails to abate such nuisance after being issued the first misdemeanor citation (court summons), the owner is subject to being issued additional misdemeanor citations (court summons) on each day following the first (1st) citation until the nuisance has been abated. On the eighth (8th) day following the first (1st) citation being issued, if the owner has failed to abate such nuisance, the City of Windcrest Public Works Department or designated contractor, will abate such nuisance, and the Mayor will make out and certify a statement of the cost of doing such work, and shall file such statement with the Bexar County Clerk. Thereupon, the City shall have a lien on such lot for the amount expended by the City, together with interest at the rate of ten percent (10%) per annum from the date of the payment of such expense by the City. Such lien shall be inferior only to tax liens and liens for street improvements.”

This Ordinance shall take effect 5 days from the date of its publication.

PASSED AND APPROVED this ____ day of _____, 2012

ALAN E.BAXTER, Mayor

ATTEST:

HEATHER WEIDENBACH, City Secretary

APPROVED AS TO FORM:

MICHAEL S. BRENAN, City Attorney

RESOLUTION NUMBER 2012-374

**A RESOLUTION RATIFYING THE CITY MANAGER'S USE OF
EMERGENCY CONTRACTING AUTHORITY AUTHORIZING THE
AWARD OF A GRANT-FUNDED CONTRACT IN THE AMOUNT OF
\$43,617.00, TO BARRETT AND SONS, INC., TO REPLACE SEVEN
ROOFTOP HEATING, VENTILATION, AND AIR CONDITIONING
UNITS ON CITY HALL.**

WHEREAS, the City of Windcrest contracted with Barrett & Sons, Inc. to replace seven rooftop heating, ventilation, and air conditioning units on city hall; and

WHEREAS, \$40,000.00 is funded through the American Recovery and Reinvestment Act, Sub-Award Number 4749MM; and

WHEREAS, the balance of \$3,614.00 will be funded from the City's General Fund.

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

1. The purchase order to Barrett & Sons, Inc., to replace seven rooftop heating, ventilation, and air conditioning units on city hall is hereby ratified by City Council.

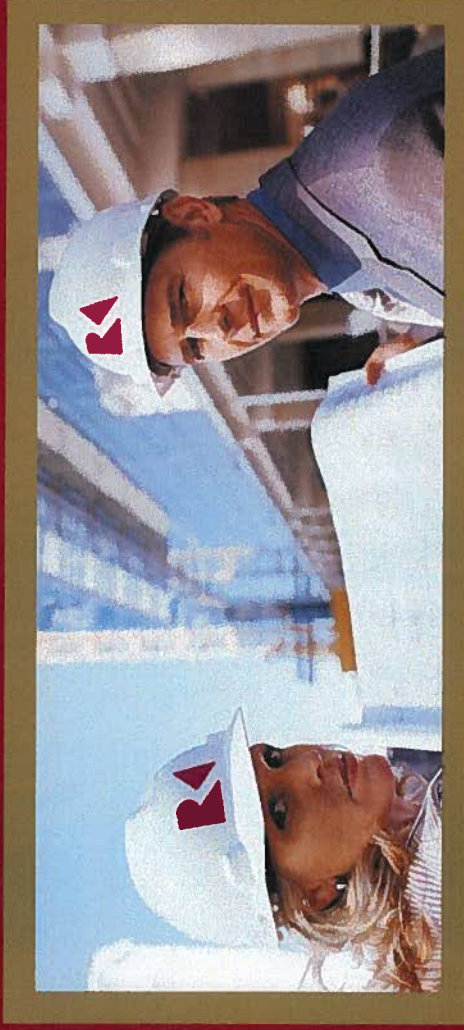
DULY PASSED AND APPROVED, on the 21st day of May, 2012 at a regular meeting of the City Council of the City of Windcrest, Texas, which meeting was held in compliance with the Open Meetings Act, Tex. Gov't. Code, §551.001, et. seq. at which meeting a quorum was present and voting.

CITY OF WINDCREST, TEXAS

Alan Baxter, Mayor

ATTEST:

Heather Weidenbach, City Secretary



Request for Ratification of Emergency Contracting Authority to Replace Rooftop Heating, Ventilation and Air Conditioning (HVAC) Units, City Hall

Overview

- **Purpose of the Ratification**
- **Invitation for Bids**
- **Bidders and Bid Details**
- **Ratification recommendation**

Purpose of the Ratification

- Why a ratification?
 - Grant money does not come from City budget
 - Project must be completed and billed by 30 June according to the terms of the grant
 - Mr. Castillo approved an emergency Contracting initiative to allow for any delivery, billing or weather delays and to ensure the project was completed in time and met the terms of the grant

Invitation for Bids

- Purpose of the HVAC Project
 - Invest \$45,000 in grant funds to replace 7 rooftop units
 - 3,4 and 5 ton units
 - 1982, 1997, 2004 (4 units) and 2007 installations
- Bid priority
 - Invest as much of the money as possible
 - Replace oldest units first
 - Largest tonnage next priority
 - Save energy and obtain CPS rebates
 - Completed and billed by 30 June

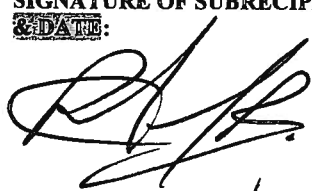
Bidders and Bid Details

- Three Bidders (Barrett & Sons, Beyer Mechanical and Central Air Conditioning)
- Verified 35 day performance period
- Competitive Bids

Bidder	Bid	Comments
Barrett & Sons	\$43, 617	Low total and 4 of 7 unit bids
Beyer Mechanical	\$46,853.33 \$48,943.34*	*very hi-efficiency
Central A/C	\$39,873 **	**Bid on only 6 units

Recommend Approval

Recommend ratification of Emergency Contracting Authority to award the contract to Barrett & Sons in the amount of \$43,617 to replace seven rooftop HVAC units with high-efficiency units

COMPTROLLER OF PUBLIC ACCOUNTS (CPA) SECO Stimulus American Recovery and Reinvestment Act Grants		Grant Award Notice To The City of Windcrest, Texas For American Recovery and Reinvestment Act (ARRA)	
1. SUBRECIPIENT NAME AND ADDRESS: The City of Windcrest, Texas 8601 Midcrown Windcrest, Texas 78239		4. SUB-AWARD NUMBER: 4749MM 5. PERFORMANCE/BUDGET PERIOD FOR GRANTS: March 21, 2011 – June 30, 2012	
2. FEDERAL GRANT TITLE: Energy Efficiency and Conservation Block Grant		6. DATE OF FEDERAL AWARD TO CPA: September 14, 2009	
3A. FEDERAL GRANT AWARD NUMBER: DE-EE0000893		7. AMOUNT OF SUBAWARD: \$40,000.00	
3B. FEDERAL GRANTING AGENCY: Department of Energy		8. SUBAWARD DATE March 21, 2011	9. ACTION Initial Award
10. SPECIAL CONDITIONS See attached Statement of Work (SOW)			
11. STATUTORY AUTHORITY FOR GRANT This project is supported under Public Law 111-5 the American Recovery and Reinvestment Act of 2009			
12. REPORTING REQUIREMENT: See Attachment K – ARRA Reporting Requirements at www.secostimulus.org/blockgrant			
13. METHOD OF PAYMENT Cost reimbursement.			
14. DEBARMENT / SUSPENSION CERTIFICATION: By signing in block 17 below, the Subrecipient official certifies that any contractors utilized are not listed on the excluded parties listed system at http://www.epls.gov			
15. NON-SUPPLANTING CERTIFICATION: By signing in block 17 below, the Subrecipient official certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.			
16. APPROVING CPA OFFICIAL Martin A. Hubert, Deputy Comptroller Texas Comptroller of Public Accounts		SIGNATURE & DATE	
I have read and understand the attached Terms and Conditions.			
17. TYPED NAME AND TITLE OF AUTHORIZED SUBRECIPIENT OFFICIAL Rafael Castillo, Jr, City Manager		SIGNATURE OF SUBRECIPIENT OFFICIAL & DATE:  cur, 5/27/2011	
18. AWARD BREAKDOWN CFDA 81.128			

2010 TERMS AND CONDITIONS

American Recovery and Reinvestment Act (ARRA)

Parties to ARRA-recipient Agreement

This ARRA-recipient Agreement (ARRA-recipient Agreement or Agreement) is made and entered into by and between the Texas Comptroller of Public Accounts, an agency of the State of Texas, hereinafter referred to as "CPA," and the funds recipient, hereinafter referred to as the ARRA-recipient. Furthermore, CPA and the ARRA-recipient are collectively hereinafter referred to as the "Parties." By this ARRA-recipient Agreement's execution, the Parties have severally and collectively agreed to be bound to the mutual obligations and to the performance and accomplishment of the tasks described in this ARRA-recipient Agreement. The ARRA-recipient Agreement is only an offer until the ARRA-recipient returns the signed copy of the 2010 ARRA-recipient Agreement in accordance with the date provided in the transmittal letter and in the Agreement.

ARRA-recipient Purpose and Overview

A. Purpose and Overview. The American Recovery and Reinvestment Act of 2009 (ARRA), Public Law 111-5, was created to provide grants funds to stimulate economic recovery, investment and creation of new jobs and opportunities for all Americans including Texans. The Comptroller's Stimulus Program applied for and the Comptroller has been awarded ARRA funds to support the Comptroller's Energy Efficiency and Conservation Block Grant (EECBG) Program which includes the following eligible activities: building energy audits and retrofits, installation of distributed energy technologies, installation of energy efficient traffic signals and street lighting, and installation of renewable energy technologies on government buildings.

The purpose of this Agreement is to provide block grants made available through the U.S. Department of Energy (DOE) pursuant to Title V, Subtitle E of the Energy Independence and Security Act of 2007 (EISA) (42 U.S.C. 17151 *et seq*) and ARRA to Texas municipalities and counties that are not eligible to receive a direct allocation under EISA and ARRA from DOE to participate in the EECBG program.

B. Standard of Performance. The ARRA-recipient shall perform all activities and projects outlined in the ARRA-recipient's Statement of Work (SOW) that is attached to the contract as Exhibit G. The ARRA-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this ARRA-recipient Agreement and the:

1. Applicable Laws and Regulations, hereinafter referred to as "Exhibit A";
2. Certifications, hereinafter referred to as "Exhibit B";
3. Certification Regarding Lobbying for ARRA-recipient Agreements, Grants, Loans, and Cooperative Agreements, hereinafter referred to as "Exhibit C";
4. DOE Terms and Conditions, hereinafter referred to as "Exhibit D";
5. The ARRA-Recipient's Affidavit, hereinafter referred to as "Exhibit E"; and
6. The ARRA-Recipient's Contractor's Affidavit, hereinafter referred to as "Exhibit F".

C. Failure to Perform. In the event the ARRA-recipient fails to implement the project(s) outlined in its application to CPA or comply with any of this ARRA-recipient Agreement's provisions, in addition to the remedies specified in this ARRA-recipient Agreement, the ARRA-recipient is liable to CPA for an amount not to exceed the award amount of this ARRA-recipient Agreement and may be barred from applying for or receiving additional ARRA program funds or any other federal program funds administered by CPA until repayment to CPA is made and any other compliance or audit finding is satisfactorily resolved.

CPA Obligations

A. Measure of Liability. CPA shall be liable for actual and reasonable costs incurred by the ARRA-recipient during the ARRA-recipient Agreement period for performances rendered under this ARRA-recipient Agreement by the ARRA-recipient, subject to the limitations set forth in this Section. CPA shall not be liable to the ARRA-recipient for any costs incurred by the ARRA-recipient that are not allowable costs.

A. ARRA-recipient Agreement Funds Defined and Limit of Liability. The term "ARRA-recipient Agreement funds" as used in this ARRA-recipient Agreement means funds provided by CPA under the ARRA programs. The term "ARRA-recipient's funds" or leverage funds as used in this ARRA-recipient Agreement means funds provided by the ARRA-recipient.

Notwithstanding any other provision of this ARRA-recipient Agreement, the total of all payments and other obligations incurred by CPA under this ARRA-recipient Agreement shall not exceed the Total Award Amount listed on the cover page of the ARRA-recipient Agreement.

B. **Excess Payments.** The ARRA-recipient shall refund to CPA any sum of ARRA-recipient Agreement funds that CPA determines has resulted in overpayment to the ARRA-recipient as a result of a CPA determination that the funds have not been spent by the ARRA-recipient in accordance with this ARRA-recipient Agreement. No refund payment(s) may be made from federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The ARRA-recipient shall make such refund to CPA within thirty (30) days after CPA requests such refund.

Suspension

Notwithstanding the provisions of Chapter 2251, Texas Government Code, in the event the ARRA-recipient fails to comply with any of this ARRA-recipient Agreement's terms, CPA may, upon written notification to the ARRA-recipient, suspend this ARRA-recipient Agreement in whole or in part, withhold payments to the ARRA-recipient and prohibit the ARRA-recipient from incurring additional obligations of ARRA-recipient Agreement funds.

Termination

A. **CPA's Right to Terminate.** CPA shall have the right to terminate this ARRA-recipient Agreement, in whole or in part, at any time before the end of the Performance Period, whenever CPA determines that the ARRA-recipient has failed to comply with any of this ARRA-recipient Agreement's terms. CPA shall notify the ARRA-recipient in writing prior to the thirtieth (30th) day preceding the termination of such determination and include:

1. the reasons for such termination;
2. the effective date of such termination; and
3. in the case of partial termination, the portion of the ARRA-recipient Agreement to be terminated.

CPA may also terminate this ARRA-recipient Agreement upon termination of ARRA funding from the federal government. If this Agreement is terminated for any reason, Comptroller and the State of Texas shall not be liable for any damages, claims, losses, expenses, cost or any other amounts of any kind whatsoever arising from or related to any such termination.

B. **Parties' Right to Terminate.** In addition to CPA's right to terminate specified in Subsection A of this section, both Parties shall have the right to terminate this ARRA-recipient Agreement, in whole or in part, when the Parties agree that the continuation of the activities funded under this ARRA-recipient Agreement would not produce beneficial results commensurate with the further expenditure of ARRA-recipient Agreement funds. The Parties shall agree, in writing, upon the termination conditions, including the effective date of termination and in the case of partial termination, the portion of the ARRA-recipient Agreement to be terminated.

Conflict of Interest

A. **Financial Interest Prohibited.** ARRA-recipient shall ensure (except for eligible administrative or personnel costs) that no person who (i) is an employee, agent, consultant, officer, or elected official or appointed official of the ARRA-recipient or of a subcontractor of ARRA-recipient, and (ii) who exercises or has exercised any functions or responsibilities with respect to the activities assisted under this ARRA-recipient Agreement or is in a position to participate in a decision making process or gain inside information with regard to such activities, may have an interest in or benefit from the activity or have any interest in the ARRA-recipient Agreement or a subcontract for the ARRA-recipient Agreement, during the persons tenure with ARRA-recipient or a subcontractor of ARRA-recipient and for at least one year thereafter. ARRA-recipient shall apply the requirements of this subsection to employees, agents, consultants, officers, and elected and appointed official of the ARRA-recipient and any subcontractors of ARRA-recipient as well as any member of such persons immediate families, their partners, and any organization that employs, or is about to employ any of the above. ARRA-recipient shall comply with Chapter 171, Texas Local Government Code.

B. **Inclusion in Subcontracts.** The ARRA-recipient shall include the substance of this Section in all subcontracts.

Monitoring

CPA reserves the right to perform periodic on-site monitoring of the ARRA-recipient's compliance with this ARRA-recipient Agreement's terms and conditions and of the adequacy and timeliness of the ARRA-recipient's performance pursuant to this ARRA-recipient Agreement and 10 C.F.R. 600.341. CPA will

monitor ARRA-recipients to assure compliance with applicable Federal requirements and that performance goals are being achieved for each program, function or activity. After each monitoring visit, CPA shall provide the ARRA-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the ARRA-recipient's performance under this ARRA-recipient Agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the ARRA-recipient. Failure by the ARRA-recipient to take action specified in the monitoring report may be cause for this ARRA-recipient Agreement's suspension or termination pursuant to the Sections on Suspension and/or Termination set forth on page 2 of this ARRA-recipient Agreement.

Audit

A. CPA may require, at ARRA-recipient's sole cost and expense, independent audits by a qualified certified public accounting firm of ARRA-recipient's books and records or the State's property. The independent auditor shall provide CPA with a copy of such audit at the same time it is provided to ARRA-recipient.

A. CPA's Right to Audit. Notwithstanding Subsection A. of this Section, CPA reserves the right to conduct a financial and compliance audit of ARRA-recipient Agreement funds received and performances rendered under this ARRA-recipient Agreement. The ARRA-recipient agrees to permit CPA or its authorized representative, designee, or agent to audit the ARRA-recipient's records, to facilitate performance of the audit, and to obtain any documents, materials or information necessary to facilitate such audit.

B. ARRA-recipient's Liability for Disallowed Costs. The ARRA-recipient understands and agrees that it shall be liable to CPA for any costs disallowed pursuant to financial and compliance audit(s) of ARRA-recipient Agreement funds. The ARRA-recipient further understands and agrees that reimbursement to CPA of such disallowed costs shall be paid by the ARRA-recipient from funds that were not provided or otherwise made available to the ARRA-recipient pursuant to this ARRA-recipient Agreement or any other federal contract.

C. State Auditor's Office. The ARRA-recipient understands that acceptance of ARRA-recipient Agreement funds acts as acceptance of the authority of the State Auditor's Office or any successor agency to conduct an audit or investigation in connection with these funds. The ARRA-recipient further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The ARRA-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the ARRA-recipient and the requirement to cooperate is included in any subcontract it awards.

Reimbursement

A. ARRA-recipient agrees to make no request for reimbursement prior to return of this Agreement signed by the authorized ARRA-recipient representative. ARRA-recipient also agrees to make no request for reimbursement for goods or services procured by ARRA-recipient prior to the performance period start date of this Agreement or after the performance period end date of this Agreement; except that CPA may reimburse expenditures made prior to the return of this Agreement signed by the authorized ARRA-recipient representative if:

- The expense is directly related to the EECBG "approved" project
- The expense was not incurred prior to the signing of the Notification of Intent to participate in the EECBG program
- The expense meets all ARRA provisions, state and federal laws and regulations, and SECO Stimulus programs rules
- The expense is properly documented; and
- The Agreement is executed

B. Request for Reimbursement. The ARRA-recipient shall submit to CPA, as often as needed, a properly completed VISS Form fully supported by receipts and such other documentation. CPA retains the authority to approve or deny the amount requested and shall not make disbursement of any such payment until CPA has reviewed and approved such a request.

C. Payment Contingent. Notwithstanding the provisions of Subsection A of this Section, payments under this ARRA-recipient Agreement are contingent upon the ARRA-recipient's performance of its contractual obligations.

Reporting Requirements

ARRA recipients shall comply with all Reporting Requirements of CPA for ARRA EECBG grant agreements as published on CPA's website: <http://www.secostimulus.org/blockgrant>. This compliance includes the reporting requirements as originally published and as modified throughout the Performance Period included on the Cover Page of this Agreement, and otherwise as required for ARRA recipient's compliance with this Agreement.

Closing the Grant

A. The ARRA-recipient must have expended all grant funds and submitted expenditure reimbursement requests and any invoices by the end of the performance period listed on the ARRA-recipient Agreement.

A. CPA will close an award after receiving ARRA-recipient's final expenditure report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the ARRA-recipient is owed additional funds, CPA will send the final payment automatically to the ARRA-recipient.

Restrictions, Disclaimers and Notice

A. Notwithstanding any other Agreement provisions, the parties hereto understand and agree that CPA's obligations under this Agreement are contingent upon the receipt of adequate funds to meet CPA's liabilities hereunder. CPA shall not be liable to the ARRA-recipient for costs under this Agreement which exceed the amount specified in the Notice of ARRA-recipient Award.

A. Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day. Notice shall be sent to:

For CPA

Assigned Grants Contract Manager

For ARRA-recipient:

Rafael Castillo, Jr
City Manager

Retention and Accessibility of Records

A. Retention of Records. The ARRA-recipient shall maintain fiscal records and supporting documentation for all expenditures of ARRA-recipient Agreement funds. The ARRA-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of CPA's Agreement with DOE including program requirements and financial obligations, or the period of time required by other applicable laws and regulations as described in Exhibit A.

A. Access to Records. The ARRA-recipient shall give the United States Department of Energy, the Inspector General, the General Accounting Office, the Auditor of the State of Texas, CPA, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the ARRA-recipient pertaining to this ARRA-recipient Agreement including records concerning the past use of federal funds. Such rights to access shall continue as long as the records are retained by the ARRA-recipient. The ARRA-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Chapter 552, Texas Government Code.

B. Inclusion in Subcontracts. The ARRA-recipient shall include the substance of this Section, Retention and Accessibility of Records, in all subcontracts.

Subcontracts

A. ARRA-recipient Liability. In no event shall any provision of this Section be construed as relieving the ARRA-recipient of the responsibility for ensuring that the performances rendered under all subcontracts

comply with all of this ARRA-recipient Agreement's terms as if such performances rendered were rendered by the ARRA-recipient. CPA's approval under this Section does not constitute adoption, ratification or acceptance of the ARRA-recipient's or a subcontractor's performance. ARRA-recipient shall require all subcontractors to comply with the same reporting requirements as ARRA-recipient outlined in the Section of this Agreement entitled "Other Requirements", paragraph B. ARRA-recipient will also be responsible to ensure that all Vendors comply with the same reporting requirements.

A. **Applicable Law.** The ARRA-recipient shall comply with 10 C.F.R. Part 600 and all applicable federal and state laws outlined in Exhibit A and local laws, regulations and ordinances related to making procurements under this ARRA-recipient Agreement.

Legal Authority

A. **Signatory Authority.** The ARRA-recipient assures and guarantees that the ARRA-recipient possesses the legal authority to enter into this ARRA-recipient Agreement, to receive ARRA-recipient Agreement funds and to perform the services the ARRA-recipient has obligated itself to perform pursuant to this ARRA-recipient Agreement.

A. **Authorized Representative.** The person or persons signing and executing this ARRA-recipient Agreement on the ARRA-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the ARRA-recipient to execute this ARRA-recipient Agreement on the ARRA-recipient's behalf and to validly and legally bind the ARRA-recipient to all contractual terms, performances and provisions. If requested, ARRA-recipient will provide CPA with documents granting authority to the designated representative authorizing them to execute documents for this purpose.

Notice of Litigation and Claims

The ARRA-recipient shall give CPA immediate notice in writing of:

1. any action, including any proceeding before an administrative agency, filed against the ARRA-recipient arising out of the performance of any subcontract under this ARRA-recipient Agreement; and
2. any claim against the ARRA-recipient, the cost and expense of which the ARRA-recipient may be entitled to be reimbursed by ARRA grant programs.

Except as otherwise directed by CPA, the ARRA-recipient shall furnish immediately to CPA copies of all documentation received by the ARRA-recipient with respect to such action or claim.

Indemnification

To the extent permitted by law, the ARRA-recipient agrees to hold CPA harmless and to indemnify CPA from and against any and all claims, demands and causes of action of every kind and character that may be asserted by any party occurring or in any way incident to, arising out of or in connection with the services to be performed by the ARRA-recipient or its subcontractors, if any, pursuant to this ARRA-recipient Agreement.

Changes and Amendments

A. **Written Amendment.** Except as specifically provided otherwise in this ARRA-recipient Agreement, any alterations, additions or deletions to this ARRA-recipient Agreement's terms shall be made through written amendments generated by CPA and executed by the Parties.

A. **Authority to Amend.** This ARRA-recipient's deliverables shall be rendered in accordance with ARRA, Exhibit A, the assurances and certifications made to CPA by the ARRA-recipient and the assurances and certifications made to CPA by the State of Texas with regard to the operation of the ARRA grant programs. Policies and reporting requirements may further be amended by CPA, during the period of this ARRA-recipient Agreement's performance as the federal government issues policy directives that serve to establish, interpret or clarify this ARRA-recipient Agreement's performance requirements. Such policy directives shall be promulgated by CPA in the form of Information Bulletins and shall have the effect of qualifying this ARRA-recipient Agreement's terms and shall be binding upon the ARRA-recipient as if written in the ARRA-recipient Agreement.

B. **Effect of Changes in Federal and State Laws.** Any alterations, additions, or deletions to this ARRA-recipient Agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this ARRA-recipient Agreement without written amendment to this ARRA-recipient Agreement and shall become effective on the date designated by such law or regulation. The

Buy Texas

ARRA-recipient should make every effort to buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and in a comparable period of time when compared to non-Texas products and materials.

Technical Assistance

CPA will provide technical assistance to the ARRA-recipient with correcting the deficiencies noted during monitoring, evaluations and the reimbursement process. CPA may conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them.

Fraud

If the administrative head of a department or entity that is subject to audit by the Texas State Auditor, has reasonable cause to believe that ARRA funds received by the ARRA-recipient or by a client or contractor of the ARRA-recipient may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the ARRA-recipient, the administrative head shall report the reason and basis for the belief to the Texas State Auditor. The Texas State Auditor may investigate the report or may monitor any investigation conducted by the ARRA-recipient.

A form to report fraud, waste or abuse is available on the Fraud Reporting Page: <http://sao.fraud.state.tx.us/>. Reports of fraud, waste or abuse may also be mailed to: State Auditor's Office, Attn: SIU, P. O. Box 12067, Austin, TX 78711-2067. Persons who report fraud may choose to remain anonymous.

Oral and Written Agreements

A. Prior Agreements. All oral and written agreements between the Parties relating to this ARRA-recipient Agreement's subject matter that were made prior to Date of Execution have been reduced to writing and are contained in this ARRA-recipient Agreement.

A. Exhibits. The exhibits enumerated and denominated in the Agreement are hereby made a part of this ARRA-recipient Agreement and constitute promised performances by the ARRA-recipient in accordance with the ARRA-recipient Agreement and the Exhibits.

B. Deputy Comptroller's Signature. This ARRA-recipient Agreement is not effective unless signed by the Deputy Comptroller of CPA.

Compliance with Law/Order of Precedence

Any inconsistency in the ARRA-recipient Agreement shall be resolved by giving precedence in the following order (a) Applicable Federal Statutes, (b) Code of Federal Regulations, (c) State of Texas Statutes, (d) State of Texas Administrative Code, (e) Notice of Funding Opportunity, (f) the approved ARRA SOW including all assurances, certifications, exhibits, and pre-award negotiations and (g) CPA ARRA Guidelines. In the event of a conflict between such laws and regulations and the terms and conditions of this ARRA-recipient Agreement, precedence shall be given to the laws and regulations.

Waiver

Any right or remedy provided for in this ARRA-recipient Agreement provision shall not preclude the exercise of any other right or remedy under this ARRA-recipient Agreement or under any provision of law, nor shall any action taken or failure to take action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies at any time.

Venue

For purposes of litigation pursuant to this ARRA-recipient Agreement, venue shall lie only in Travis County, Texas.

Disputes

The parties shall use the dispute resolution process provided for in Chapter 2260, Texas Government Code, to resolve any disputes under this ARRA-recipient Agreement.

Solid Waste Disposal Act

Prior to the expenditure of Federal funds to store, process, or dispose of hazardous materials ARRA-recipient shall comply with the Solid Waste Disposal Act, Texas Health & Safety Code, Chapter 361, and Title 30, Texas Administrative Code Chapter 335 "Industrial Solid Waste and Municipal Hazardous Waste" administered by the Texas commission on Environmental Quality. Sanitary or hazardous waste is defined in 40 CFR Part 260 and 30 TAC Chapter 335 to include, but not be limited to, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, and asbestos. ARRA-recipient shall obtain any required permit and retain all compliance documentation related to the project.

Assignment

ARRA-recipient shall not transfer or assign any rights or duties under or any interest in this Agreement. ARRA-recipient shall not delegate its responsibilities or duties under the terms of this Agreement.

EXHIBIT A
APPLICABLE LAWS AND REGULATIONS

The ARRA-recipient shall comply with the American Recovery and Reinvestment Act and regulations specified in 10 C.F.R. Part 600, Financial Assistance Rules; OMB Circular A-87, A-102, A-133; and Ex. Order 12372 (intergovernmental review of federal programs). ARRA-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this ARRA-recipient Agreement's activities and performances rendered by the ARRA-recipient including but not limited to the laws and the regulations promulgated hereunder and specified in the Texas Uniform Grants Management Standards (UGMS) and Paragraph A through P of this Exhibit.

A. CIVIL RIGHTS - Title VI of the Civil Rights Act of 1964, as amended. (42 U.S.C. § 2000d et seq.); <http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+2957+3++%28civil%20ri>

B. HANDICAP AND ARCHITECTURAL BARRIERS - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) <http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+363+0++%28Handicap%29> ;

The ARRA-recipient shall ensure that the plans and specifications for construction of, improvements to, or the renovation of buildings, related to this project have been received by the Texas Department of Licensing and Regulation (TDLR) concerning the elimination of architectural barriers encountered by persons with disabilities as specified in Chapter 469, Texas Government Code. <http://www.statutes.legis.state.tx.us/Docs/GV/pdf/GV.469.pdf>

B. ENVIRONMENTAL LAW AND AUTHORITIES - The ARRA-recipient shall assume the environmental responsibilities for projects and in doing so shall comply with the provisions of the National Environmental Policy Act of 1969, as amended and the Council on Environmental Quality regulations contained in 40 C.F.R. parts 1500 through 1508. http://www.access.gpo.gov/nara/cfr/waisidx_07/40cfr1501_07.html ; (44 C.F.R. 10.1)

D. LABOR STANDARDS - The Davis-Bacon Act, as amended (40 U.S.C. § 3142) <http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1723+1++%28%29%20%20A> ;

The Contract Work Hours & Safety Standards Act (40 U.S.C. § 3702) <http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t37t40+1765+1++%28%29%20%20A> ;

The Copeland "Anti-Kickback" Act (18 U.S.C. § 874) <http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t17t20+514+0++%28%29%20%20AND%20%28%2818%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%28874%29%29%3ACITE%20%20%20%20%20%20%20%20%20%20>

E. FREEDOM OF INFORMATION ACT – (5 U.S.C. 552); [http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t05t08+26+0++%28information%](http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t05t08+26+0++%28information%20act%20of%201967%29)

F. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 – If the ARRA-recipient is a governmental entity, it must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and (Federal Assurance) - (42 U.S.C. 4601); <http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t41t42+4598+1++%28%29%20%20AND%20%28%2842%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%284601%29%29%3ACITE%20%20%20%20%20%20%20%20%20%20>

G. FAITH-BASED ACTIVITIES - Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 Fed. Reg. 77141) <http://edocket.access.gpo.gov/2002/pdf/02-31831.pdf>

H. AUDITS/MONITORING - The ARRA-recipient shall arrange for the performance of an annual financial and compliance audit of ARRA-recipient Agreement funds received and performances rendered under this ARRA-recipient Agreement. ARRA-recipients will also be monitored for compliance with this ARRA-recipient Agreement's terms.

I. GRANT ADMINISTRATION - The ARRA-recipient will also comply with Texas Government Code, Chapter 783, and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements, [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=111847&p_tloc=&p_ploc=1&pg=2&p_tac=&ti=1&pt=1&ch=5&rl=141](http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=T&app=9&p_dir=N&p_rloc=111847&p_tloc=&p_ploc=1&pg=2&p_tac=&ti=1&pt=1&ch=5&rl=141)

J. PROPERTY ADMINISTRATION – TAC Title 1, Part 5, Chapter 116, [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac_view=3&ti=1&pt=5](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=3&ti=1&pt=5)

J. PUBLICATIONS –

ARRA-recipient acknowledges that the United States Department of Energy reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a ARRA-recipient or Subrecipient purchases ownership with Federal support. The ARRA-recipient agrees to consult with the U.S. Department of Energy regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

ARRA-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the United States Department of Energy through the CPA using, at least in part, ARRA funds. Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Energy or the CPA."

L. DRUG-FREE WORKPLACE – 10 C.F.R. Part 607

ARRA-recipients shall comply with the Drug-Free workplace Act of 1988 as applicable, located at <http://law.justia.com/us/cfr/title10/10-4.0.1.3.15.html>

M. BUY AMERICAN ACT – 41. U.S.C. 10a-10d

ARRA-recipient shall comply with the Buy American Act as applicable located at: http://www.acquisition.gov/FAR/current/html/subpart%2025_6.html

N. WHISTLEBLOWER PROTECTION ACT OF 1989 – 5 U.S.C. Section 2302

ARRA-recipients shall comply with the Whistleblower Protection Act of 1989 located at:

<http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t05t08+179+0++%28%29%20%20AND%20%28%285%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%282302%29%29%3ACITE%20%20%20%20%20%20%20%20%20>

O. STATE CONSTRUCTION GUIDELINES - If the planned expenditure of ARRA funds involves modernization, renovation, or repair of existing facilities, final approval must be received from the appropriate agency as specified below and all documentation concerning the approval must be forwarded with the initial application for ARRA funds.

All applications must be submitted in accordance with Title 19, Part 1, Chapter 17 of the Texas Administrative Code, [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac_view=3&ti=19&pt=1](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=3&ti=19&pt=1) regardless of project cost or scope.

For other state agencies, the approval authority is the Texas Facilities Commission, except as specified in Texas Government Code, 2165.007, 2166.003 and 2166.004, <http://www.statutes.legis.state.tx.us/?link=GV>

EXHIBIT B
ASSURANCES AND CERTIFICATIONS

I, Rafael Castillo, Jr as the authorized official of The City of Windcrest, Texas, hereinafter referred to as the "ARRA-recipient," certify the following with respect to the expenditure of ARRA-recipient Agreement funds.

A. The program shall be conducted and administered in conformity: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

A. ARRA-recipient will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for program purposes regardless of federal participation in purchases.

C. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification) The ARRA-recipient certifies that it and its principals, contractors and vendors;

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; ARRA-recipients can access debarment information by going to www.eppls.gov and the State Debarred Vendor List http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/

2. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in this certification; and

4. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

5. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application. (Federal Certification).

C. Drug-Free Workplace (ARRA-recipients other than Individuals) - This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 10 CFR Part 607. The regulations require certification by ARRA-recipients, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when CPA determines to award the ARRA-recipient Agreement. False certification or violation of the certification may be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment.

As the duly authorized representative of the ARRA-recipient, I certify, to the best of my knowledge and belief that the ARRA-recipient will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the ARRA-recipient's workplace and specifying the consequences and actions that will be taken against employees for violation of such prohibition;
2. Establish an ongoing drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace, (b) the ARRA-recipient's policy of maintaining a drug-free workplace,
 - (c) any available drug counseling, rehabilitation, and employee assistance programs, and
 - (d) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
4. Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 - (a) abide by the terms of the statement, and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
5. Notifying CPA within ten (10) days after receiving notice under subparagraph (4) (b) from an employee or otherwise receiving actual notice of such conviction;
6. Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (4) (b), with respect to any employee who is so convicted:
 - (a) taking appropriate personnel action against such an employee, up to and including termination, or
 - (b) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- D. It will comply with the provisions of the Hatch Act, as amended (5 U.S.C. § 1501 et seq.) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal Funds.
- E. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C 276a and 276a-7), the Copeland Act (40 U.S.C 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction sub-agreements.
- F. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires the recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- G. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of program consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- H. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- I. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification, and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16U.S.C. 469a-l et seq.).
- J. Will comply with P.L. 93-348 and 45 C.F.R., Part 46 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

K. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

L. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

M. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, application guidelines, and policies governing this program.

N. The ARRA-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. ARRA-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

 5/23/2011
Signature Date

Rafael Castillo, Jr. City Manager
Printed Name, Title,

The City of Windcrest, Texas
City/County

EXHIBIT C
CERTIFICATION REGARDING LOBBYING FOR
ARRA-RECIPIENT AGREEMENTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS

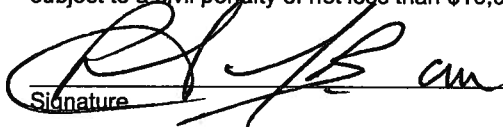
The undersigned, Rafael Castillo, Jr., as the authorized official of The City of Windcrest, Texas, certifies the following to the best of his/her knowledge and belief.

A. No federal appropriated funds have been paid or shall be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal ARRA-recipient Agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal ARRA-recipient Agreement, grant, loan or cooperative agreement.

A. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal ARRA-recipient Agreement grant, loan or cooperative agreement, the undersigned shall complete and submit standard form Disclosure Form to Report Lobbying form in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards including sub-contracts, sub-grants and Program ARRA-recipient Agreements under grants, loans, and cooperative agreements and that all ARRA-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

 5/23/2011
Signature Date

Rafael Castillo, Jr., City Manager
Printed Name, Title,

The City of Windcrest, Texas
City/County

Exhibit D
2010 ARRA Terms and Conditions
Department of Energy

The following Department of Energy (DOE) Special Terms and Conditions, Award Number DE-EE0000893/000, and other applicable DOE terms and conditions are hereby incorporated into this Agreement.

A. Site Visits. DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Subrecipients must provide, and must require Subcontractors to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

B. Decontamination and/or Decommissioning (D&D) Costs. Notwithstanding any other provisions of this Agreement, the DOE or the Recipient shall not be responsible for or have any obligation to the Subrecipient for (i) D&D of any of the Subrecipient's facilities, or (ii) any costs which may be incurred by the Subrecipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of the Agreement.

SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER ARRA (May 2009)

A. Flow Down Requirement. Subrecipient understands that Comptroller/Recipient is subject to the following provisions. Subrecipient shall cooperate with Comptroller/Recipient relevant to such compliance. Subrecipient must include these special terms and conditions in any subcontracts.

B. Segregation of Costs. Recipients must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

C. Prohibition on Use of Funds. None of the funds provided under this agreement derived from ARRA, may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Access to Records. With respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized –

(1) to examine any records of the Subrecipient or Subrecipient Subcontractor any of its subcontractors or any State or local agency administering such contract that pertain to, and involve transactions that relate to, the grant or subcontract; and

(2) to interview any officer or employee of the Subrecipient or Subrecipient Subcontractor agency regarding such transactions.

E. Publication. An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the Subrecipient or Subrecipient Subcontractor does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the Subrecipient or Subrecipient Subcontractor should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring to the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

The data contained in pages --- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this Subrecipient or Subrecipient Subcontractor receives an award as a result of or in connection with the submission of this application, DOE shall have the right to use or disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the Subrecipient or Subrecipient Subcontractor.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude

posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Protecting State and Local Government and Contractor Whistleblowers. The requirements of Section 1553 of the Act are summarized below. They include, but are not limited to:

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the ARRA, may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- gross management of an agency contract or grant relating to covered funds;
- a gross waste of covered funds;
- a substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- an abuse of authority related to the implementation or use of covered funds; or
- as violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Non-enforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under ARRA, shall post notice of the rights and remedies as required therein. (Refer to section 1553 of ARRA, www.Recovery.gov, for specific requirements of this section and prescribed language for the notices.).

G. Reserved

H. False Claims Act. Recipient and Subrecipients shall promptly refer to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, Subrecipient Subcontractor, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

I. Information in Support of ARRA Reporting. Subrecipient may be required to submit backup documentation for expenditures of funds under the ARRA including such items as timecards and invoices. Subrecipient shall provide copies of backup documentation at the request of the Contracting Officer or designee.

J. Availability of Funds. Funds obligated to this award are available for reimbursement of costs as provided in Exhibit G.

K. Certifications. With respect to funds made available to State or local governments for infrastructure investments under ARRA, the Governor, mayor, or other chief executive, as appropriate, certified by acceptance of this award that the infrastructure investment has received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate

use of taxpayer dollars. Recipient shall provide an additional certification that includes a description of the investment, the estimated total cost, and the amount of covered funds to be used for posting on the Internet. A State or local agency may not receive infrastructure investment funding from funds made available by the Act unless this certification is made and posted.

REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF ARRA

Recipients and their first-tier Subrecipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with ARRA funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

DOE ASSURANCE OF COMPLIANCE, NON DISCRIMINATION IN STATE ASSISTED PROGRAMS

Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Education Amendments of 1972, as amended (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1977 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), the Energy Conservation and Production Act of 1976, as amended, (Pub. L. 94-385) and Title 10 Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, the Subrecipient agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Subrecipient receives Federal assistance from the Department of Energy.

Applicability and Period of Obligation. In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance funding extended to Subrecipient by the Department of Energy, this assurance obligates Subrecipient for the period during which the Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates Subrecipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates Subrecipient for the period during which the Federal assistance is extended to Subrecipient by the Department of Energy.

Employment Practices. Where a primary objective of the Federal assistance is to provide employment or where Subrecipient's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department of Energy, Subrecipient agrees not to discriminate on the ground of race, color, national origin, sex, and disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs, or other forms of compensation and use of facilities.

Subrecipient Assurance. Subrecipient shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws cited above. To this end, Subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and Subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records. Subrecipient agrees to compile and maintain information pertaining to programs or activities developed as a result of Subrecipient's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be serviced by race, color, national origin, sex, and disability; (3) data regarding covered employment, including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, and disability, in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to the obligation to assure compliance by Subrecipients with laws cited in the first paragraph of this assurance.

Subrecipient agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Subrecipient from the use of Federal funds extended by the Department of Energy. Facilities of Subrecipient (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to Subrecipient's compliance with the civil rights laws shall be made available for inspection during normal business hours of request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U. S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereto, to Subrecipients by the Department of Energy, including installment payments on account after such date of application for Federal assistance which are approved before such date. Subrecipient recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on Subrecipient, its successors, transferees, and assignees, as well as the person(s) whose signature appears below and who is authorized to sign this assurance on behalf of Subrecipient.

Subrecipient Certification. Subrecipient certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to Subrecipient upon written request to DOE.)

Exhibit E
ARRA Subrecipient Affidavit

This Affidavit must be signed and sworn (notarized).

I, Rafael Castillo, Jr., an authorized representative of: The City of Windcrest, Texas, a [governmental entity] that is receiving ARRA funding, hereby swear and affirm that, to the best of my knowledge, internal controls, processes and procedures have been designed and implemented to help ensure that the Subrecipient and its use of these funds complies with the following: applicable state law; federal law, including federal reporting requirements under Section 1512 of the Act, if applicable; rules; regulations; and other relevant guidance. I further swear and affirm that all of the statements made and information provided herein, including statements made and information provided in any exhibits are true, complete, and correct, to the best of my knowledge.

I understand that I am receiving ARRA funding from CPA, a Texas state agency.

I understand that non-compliance with reporting requirements could be treated as a violation of the award agreement resulting in the withholding of funds, debarment, or award termination or suspension, as appropriate.

I understand that it is a federal crime under 18 U.S.C. Section 1001 to, in any matter within the jurisdiction of the executive branch of the U.S. Government, knowingly and willfully make any materially false, fictitious, or fraudulent statement or representation, or to make or use any false writing or document knowing that it contains the same.

I understand that presenting a false or fraudulent claim, in whole or in part, or causing same, may subject me to civil penalties as provided for in 31 U.S.C. Section 3729.

I understand that it is a felony offense under Section 37.10, Texas Penal Code, to knowingly make a false entry in, or false alteration of, a governmental record, or to make, present, or use a governmental record with knowledge of its falsity, when the actor has the intent to harm or defraud another.

I understand that the offense of perjury, under Section 37.02, Texas Penal Code, is committed when a person, with intent to deceive and with knowledge of the statement's meaning, makes a false statement under oath or swears to the truth of a false statement previously made and the statement is required or authorized by law to be made under oath.

I understand my obligation to track all ARRA funds and that ARRA funds cannot be comingled with Non-ARRA funds. I also understand my obligation to immediately report any known or suspected waste, fraud, and abuse of funds received under the Act to the United States Government Accountability Office at (800) 424-5454 and the Texas State Auditor's Office at (800) 892-8348. I further understand that I will require all subcontractors with whom I contract using funds made available under the Act to sign a similar affidavit swearing to all of the above. I hereby swear and affirm that I have read the entire affidavit, and I understand its contents.

The City of Windcrest, Texas
Subrecipient Name

Rafael Castillo, Jr.
Affiant Signature

Rafael Castillo, Jr.
Full Name

City Manager
Title

5.23.11
Date

5.23.11
Date

Rafael Castillo, Jr.
Sworn and subscribed before me by the said

Rafael Castillo, Jr.
(Printed Name of Recipient's Authorized Representative)

this 23rd day of May, 2011.

Notary Public, State of Texas

Notary's printed name: Kelly Rodriguez My commission expires: 3.8.12 (Seal)

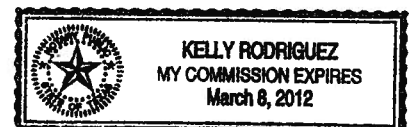


Exhibit F
ARRA Subrecipient's Contractor's Affidavit

This Affidavit must be signed and sworn (notarized).

I, _____, an authorized representative of: _____,
a [person, sole proprietorship, partnership, corporation, limited liability company, nonprofit organization,
governmental entity, political subdivision, or other entity] (circle one) that is receiving ARRA funding, hereby
swear and affirm that, to the best of my knowledge, internal controls, processes and procedures have been
designed and implemented to help ensure that the Subrecipient Subcontractor and its use of these funds
complies with the following: applicable state law; federal law, including federal reporting requirements under
Section 1512 of the Act, if applicable; rules; regulations; and other relevant guidance. I further swear and
affirm that all of the statements made and information provided herein, including statements made and
information provided in any exhibits are true, complete, and correct, to the best of my knowledge.

I understand that I am receiving ARRA funding from a governmental entity [city or county] through CPA, a
Texas state agency. I understand that non-compliance with reporting requirements could be treated as a
violation of the award agreement resulting in the withholding of funds, debarment, or award termination or
suspension, as appropriate.

I understand that it is a federal crime under 18 U.S.C. Section 1001 to, in any matter within the jurisdiction of
the executive branch of the U.S. Government, knowingly and willfully make any materially false, fictitious, or
fraudulent statement or representation, or to make or use any false writing or document knowing that it
contains the same.

I understand that presenting a false or fraudulent claim, in whole or in part, or causing same, may subject
me to civil penalties as provided for in 31 U.S.C. Section 3729.

I understand that it is a felony offense under Section 37.10, Texas Penal Code, to knowingly make a false
entry in, or false alteration of, a governmental record, or to make, present, or use a governmental record
with knowledge of its falsity, when the actor has the intent to harm or defraud another. I understand that the
offense of perjury, under Section 37.02, Texas Penal Code, is committed when a person, with intent to
deceive and with knowledge of the statement's meaning, makes a false statement under oath or swears to
the truth of a false statement previously made and the statement is required or authorized by law to be made
under oath.

I understand my obligation to track all ARRA funds and that ARRA funds cannot be comingled with Non-
ARRA funds. I also understand my obligation to immediately report any known or suspected waste, fraud,
and abuse of funds received under the Act to the United States Government Accountability Office at (800)
424-5454 and the Texas State Auditor's Office at (800) 892-8348. I further understand that I will require all
subcontractors with whom I contract using funds made available under the Act to sign a similar affidavit
swearing to all of the above. I hereby swear and affirm that I have read the entire affidavit, and I understand
its contents.

Subrecipient Subcontractor Name

Affiant Signature

Full Name

Title

Date

Sworn and subscribed before me by the said

(Printed Name of Recipient's Authorized Representative)

this ____ day of _____, 20 ____.

Notary Public, State of Texas

Notary's printed name: _____ My commission expires: _____ (Seal)

ATTACHMENT G
Statement of Work and Budget

City of Windcrest – Energy Efficiency and Conservation Block Grant Program

Type of Project & Description: Activity Category: (1) Building Energy Audits & Retrofits

The project will consist of replacing five (5) heating/ AC units on the roof of City Hall with energy efficient units at a cost of approximately \$6,000.00 each. The units atop City Hall are approximately five (5) years old and are in need of replacement. It will help us reach our goal of becoming a “green” City Hall. The new equipment is 10 percent more efficient than current building standards.

We are also installing “Vacancy Sensor Switches” in our city hall offices with a low occupancy rate. It will assist in not having to remind about anyone about turning off the lights. Once no activity is detected in the room for a period of more than five (5) minutes the lights will automatically turn off. The cost of such switches is approximately \$36.50 each and will be purchased with the remainder of the stimulus funds and will be installed in as many offices we can afford. The cost will be for material only. We will use in-house personnel to install the switches.

This is preliminary information; details will be submitted upon bid selection.

Approved Budget Per Cost Category and Payment:

COST CATEGORY	BUDGET
Audit	\$0.00
Consultant	\$0.00
Travel	\$0.00
Subcontractor	\$40,000.00
Project equipment	\$0.00
Total Budget	\$40,000.00
Funds Leveraged	\$0.00

Total payments to ARRA-recipient under this Agreement shall not exceed **\$40,000.00** in accordance with the Agreement.

Tasks to be performed in completing the project: The ARRA-recipient shall complete all of the Tasks as set forth below and the ARRA-recipient shall provide information regarding such task. *(Task that includes purchasing equipment must include: how many, size, model, rating, etc. Please include the date you anticipate each task will be completed. The rows will expand as you type, add lines as necessary)*

Task	Timeline
Replace five (5) HVAC units on the roof of City Hall with energy efficient units (8601 Midcrown, Windcrest, TX 78239)	March 2011 – August 2011
Install occupancy sensors in 6 City Hall offices (8601 Midcrown, Windcrest, TX 78239)	March 2011 – August 2011

Please note buildings over 44 years of age will require review and release by the Texas Historical Commission prior to engaging in an activity.

WINDCREST **TEXAS**

DEPARTMENTAL PURCHASE ORDER FOR GOODS OR SERVICES

Purchase Order No: FD 11-12 acgrant		Vendor Contact: Arnold G. Barrett	Materials Received:
Purchase Order Date: 05/16/12		Phone #: 210-659-5801 Fax #:	Date:
Vendor Name: Barrett & Son, Inc		Requested Award Date : 05/16/12	By:
Address: 128 Commercial Place Schertz, TX 78154		Delivery Date: ASAP	Items Received:
Pay from PO Pay from Monthly Statement		Total Requested Amount: \$43,614.00	Total Received Amount:

PLEASE FURNISH THE FOLLOWING SUPPLIES, MATERIALS OR SERVICES WHICH ARE NECESSARY IN THE PROPER AND LEGAL CONDUCT OF MY DEPARTMENT. THIS PURCHASE IS PROPERLY AUTHORIZED BY THE BUDGET AND SUFFICIENT FUNDS ARE AVAILABLE TO PAY FOR THE EXPENDITURES AS PROVIDED FOR UNDER THE STATUTORY PROVISIONS OF THE LOCAL GOVERNMENT CODE OF TEXAS, CONCERNING THE LEGAL EXPENDITURES OF CITY FUNDS, AND IS TO BE CHARGED TO:

Fund	Dept	GL Code	INVOICE	DESCRIPTION / DETAILED STATEMENT OF WORK	QUANTITY	UNIT COST	FREIGHT	TOTAL COST
01	510	800		See Attached bid sheet from vendor				\$43,614.00
Dept Name:				Prepared By: <i>Wanfram</i>	Dept #:	DIRECTOR APPROVAL (Up to \$3,000)		

Wanfram
Am 5/16/2012



WINDCREST TEXAS

TELEPHONE/WRITTEN QUOTE FORM

Department Name/Number: Facilities

Description of Item: A/C Replacements (Grant Funds \$40,000)

Budgeted in Acct #: 01-510-800 Capital Expenditures

Vendor Name/Address	Amount of Quote	Terms/Remarks
Barrett	\$43,614.00	See Attached
Central A/C		See Attached – Did not meet specs.
Beyer	\$46,853.33	

COMMENTS: _____

RECOMMENDED VENDOR: Barrett \$43,614.00

REASON: See email from Engineer in charge of this project

IF LESS THAN THREE QUOTES ARE OBTAINED, CHECK THE FOLLOWING REASON:

☐ Sole Source

☐ State Contract

☒ Other: State bidding process

Homer Guy / Andrew Hunt (see attached email)

Signature of Person Receiving Quotes

Date

-----To be Completed by Finance / City Manager's Office-----

Approval by Municipal Finance Officer:

Sarah Mangham
Signature

5-16-12
Date

Approval by City Manager (if required):

[Signature]
Signature

5/16/2012
Date

Council approval (if required):

Council Approval

Sarah Mangham

From: Homer L. Guy <hguy@rkci.com>
Sent: Tuesday, May 15, 2012 4:03 PM
To: Rafael Castillo; Sarah Mangham; Heather Weidenbach
Cc: Andrew Hunt; Homer L. Guy
Subject: Apparent low bidder, HVAC Rooftop Units, City of Windcrest
Attachments: Central bid.PDF; Barrett bid, ICP change order.pdf; barrett bid.PDF; Beyer bid with alternate bid.PDF; Comparison of bids with SEERs analysis of alternative bid.xlsx

Recommend award of subject project to the low bidder, Barrett & Sons, Inc. in the amount of \$43,614.00 to replace RTUs 1 through 7 (all of the rooftop units) with HVAC products that meet the specifications. Recommend the use of your emergency contracting authority to acquire these units.

The bids were read publicly and the results are attached, as well as copies of the individual bids. Please note that after the low bidder was determined, we verified that every HVAC unit would be delivered and installed within the performance period. We are recommending the award of the change order (to purchase and install a unit that was more readily available). The combined price of the Barrett bid (\$43,614.00) remains the low bid.

If you have any questions, please do not hesitate to contact me.

Best regards,

Homer

HOMER L. GUY, PE, AIA, DBIA, LEED AP, PMP, CFM

FEDERAL PROGRAM MANAGER

P 210 :: 699 :: 9090 • F 210 :: 699 :: 6426 • hguy@rkci.com • www.rkci.com



Raba Kistner, Inc.

12821 W. Golden Lane • San Antonio, TX 78249

TBPE Firm F-3257

This electronic communication and its attachments contain confidential information. They are forwarded to you without passing through our standard review process. Design data and recommendations included herein should not be used for final design. If you have received this information in error, please notify the sender immediately.

Revised 5/15/2012

BID FORM
REPLACE ROOFTOP HEATING, VENTILATION AND AIR CONDITIONING
UNITS (RTUs), CITY OF WINDCREST, TEXAS

Description: The City of Windcrest, Texas intends to award the replacement of as many RTUs as possible, up to their \$45,000 budget. The Individual Bid Item refers to "(New) Packaged Rooftop Unit Schedule," drawing M.1, dated 4-17-2012.

TO: City of Windcrest, Texas
Purchasing Division
8601 Midcrown
Windcrest, TX 78239

DUE: 05-11-2012
TIME: 2:00 PM

BARRETT'S SONS, INC. (Company) agrees to provide all labor, material and transportation to furnish and install the RTUs on 8601 Midcrown, Windcrest, Texas in accordance with drawing M.1, and the terms and conditions herein.

INDIVIDUAL BID ITEM	PROPOSED <i>CARRIER</i> MANUFACTURER/MODEL	BID
RTU-1	48HCDA05A	6452.00
RTU-2	48HCDA06A	5540.00
RTU-3	48HCDA06A	5211.00
RTU-4	RGH036HD <i>ICP</i>	6023.00
RTU-5	48HCEA06A	6772.00
RTU-6	48HCEA06A	7021.00
RTU-7	48HCEA05A	6595.00

Total: 43,614

In compliance with this Invitation for Bid, and subject to the conditions thereof, the undersigned offers to furnish the equipment at the price quoted above and installed at the point specified within 35 days after notice to proceed.

Name and Address of Firm:

Company: BARRETT'S SONS, INC

Date: 05-11-2012

Address: 128 COMMERCIAL PLACE

Phone: 210-659-5801

SCHERTZ, TX 78154

By: ARNOLD G. BARRETT

Title: SECRETARY

Signed: A. G. Barrett

1 Attachment: Bid Bond

WE DO ACKNOWLEDGE ADDENDUM #1

ALTERNATE #1: ADD \$300.00 FOR EACH SMOKE DETECTOR.

BID FORM
REPLACE ROOFTOP HEATING, VENTILATION AND AIR CONDITIONING
UNITS (RTUs), CITY OF WINDCREST, TEXAS

Description: The City of Windcrest, Texas intends to award the replacement of as many RTUs as possible, up to their \$45,000 budget. The Individual Bid Item refers to "(New) Packaged Rooftop Unit Schedule," drawing M.1, dated 4-17-2012.

TO: City of Windcrest, Texas
Purchasing Division
8601 Midcrown
Windcrest, TX 78239

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TIME: 2:00 PM

BARRETT'S SONS, INC. (Company) agrees to provide all labor, material and transportation to furnish and install the RTUs on 8601 Midcrown, Windcrest, Texas in accordance with drawing M.1, and the terms and conditions herein.

INDIVIDUAL BID ITEM	PROPOSED <i>CARRIER</i> MANUFACTURER/MODEL	BID
RTU-1	48HCDA05A	6452.00
RTU-2	48HCDA06A	5540.00
RTU-3	48HCDA06A	5211.00
RTU-4	48HCDA04A	5398.00
RTU-5	48HCEA06A	6772.00
RTU-6	48HCEA06A	7021.00
RTU-7	48HCEA05A	6595.00

In compliance with this Invitation for Bid, and subject to the conditions thereof, the undersigned offers to furnish the equipment at the price quoted above and installed at the point specified within 35 days after notice to proceed.

Name and Address of Firm:

Company: BARRETT'S SONS, INC.

Date: 05-11-2012

Address: 128 COMMERCIAL PLACE
SCHERTZ, TX 78154

Phone: 210-659-5801

By: ARNOLD G. BARRETT

Title: SECRETARY

Signed: A G Barrett

1 Attachment: Bid Bond

WE DO ACKNOWLEDGE ADDENDUM #1

ALTERNATE #1: ADD \$300.00 FOR EACH SMOKE DETECTOR.

MERCHANTS
BONDING COMPANY

MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
2100 FLEUR DRIVE • DES MOINES, IOWA 50321-1158 • (800) 678-8171 • (515) 243-3854 FAX

BID BOND
PUBLIC WORK

Bond No. _____ Bid _____

KNOW ALL PERSONS BY THESE PRESENTS:

That Barrett & Sons, Inc.

(hereinafter called the Principal) as Principal, and MERCHANTS NATIONAL BONDING, INC., a corporation of the State of Texas, with its Home Office in the City of Austin, Texas, (hereinafter called Surety), as Surety, are held and firmly bound to City of Windcrest

(hereinafter called the Obligor) in the full and just sum of (Forty-Five Thousand and no/100 Dollars (\$45,000.00))

_____ Dollars

good and lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and dated this 11th day of May, 2012.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligor shall make any award to the Principal for

Replace Rooftop Heating, Ventilation and Air Conditioning Units (RTUs), City of Windcrest, Texas

according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligor in accordance with the terms of said proposal or bid and award, and shall give bond for the faithful performance thereof with MERCHANTS NATIONAL BONDING, INC., and Surety, or with other Surety or Sureties approved by the Obligor; or if the Principal shall, in case of failure to do so, pay to the Obligor the damages which the Obligor may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

Witness:

W. Nick

Barrett & Sons, Inc.

Principal

By A G Barrett

Attest:

C. Massey

MERCHANTS NATIONAL BONDING, INC.

By Cathryn A. McLeod

Cathryn A. McLeod

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Greg LeJune, Mary Orr, Cathryn A. McLeod and/or Becky Landry

of San Antonio and State of Texas their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TEN MILLION (\$10,000,000.00) Dollars

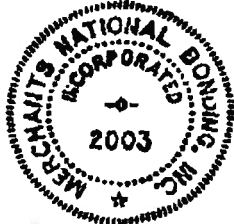
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 16th day of February, 2012.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

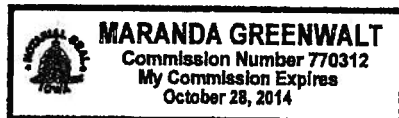
By

Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 16th day of February, 2012, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Maranda Greenwalt

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 11th day of May, 2012



William Warner Jr.
Secretary



IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company's toll-free telephone number for information or to make a complaint at:

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104

Austin, TX 78714-9104

Fax: (512) 475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.



Air Conditioning Co.
P O Box 201120
San Antonio, TX 78220-8120
Serving San Antonio since 1953

PROPOSAL

Date 5/10/2012

Phone # 210-271-3200

Fax # 210-661-7345

Submitted to:

CITY OF WINDCREST
ATTN:RAFAEL CASTILLO, JR
8601 MIDCROWN
WINDCREST TX 78239

JOB LOCATION

RE: RTU's

Proposal to furnish the following:

**FURNISH & INSTALL CARRIER HI-EFFICIENCY RTU UNITS 1 THROUGH 6, AS PER SPECIFICATIONS. INCLUDES REMOVAL & PROPER DISPOSAL OF OLD UNITS, CRANE EXPENSE, ALL ASSOCIATED MATERIALS, SEAL COATING ALL EXISTING ROOFTOP METAL DUCTING, ALL CONNECTIONS & COMPLETED OPERATIONS
10YR WARRANTY ON HEAT EXCHANGERS
5YR WARRANTY ON COMPRESSORS
1YR WARRANTY ON COMPONENTS**

WE RECOMMEND DELETING THE 5YR OLD RTU #7 & USE THOSE FUNDS TO REPLACE THE TWO FIRE TRUCK BAY HEATING SYSTEMS WITH NEW HI-EFFICIENCY FURNACES WITH AUTO IGNITION SYSTEM AT A COST OF APPROXIMATELY \$4800.00

NOTE: CARRIER 3-4 TON UNITS WILL NOT BE SHIPPED UNIT 6-18-2012, ARRIVAL QUESTIONABLE. UNITS POSSIBLY COULD BE DELIVERED BEFORE 6-30-2012 DEADLINE & PAPERWORK COMPLETED

Subtotal	\$39,873.00
Sales Tax (8.125%)	\$0.00
TOTAL	\$39,873.00

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate. All contingent upon strikes, accidents or delays beyond our control.

RESPECTFULLY SUBMITTED

Note: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 60 DAYS.

ACCEPTANCE OF PROPOSAL

Terms: Complete payment required at end of job. Partial payment may be required at beginning for supplies. 1.5% charge and \$10.00 late charge may be added each month after 30 days. The above specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature(s) _____

P.O. No. _____

Date _____

*Regulated by The Texas Department of Licensing and Regulation, PO Box 12157, Austin, TX 78711; 1-800-803-9202 or 512-463-6599
TACLA013024E, www.license.state.tx.us

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Sara Hule

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Central Air Conditioning, Inc.
Obligee: City of Windcrest, TX
Amount: \$ 45,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

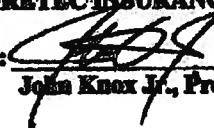
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of September, A.D. 2010.

SURETEC INSURANCE COMPANY

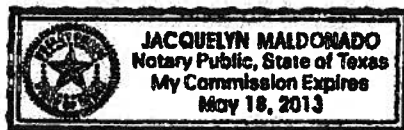
By: 
John Knox Jr., President

State of Texas
County of Harris

ss:



On this 3rd day of September, A.D. 2010 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2013

I, M. Brent Beatty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 11th day of May, 2012, A.D.


M. Brent Beatty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 6:00 pm CST.



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Central Air Conditioning, Inc. as principal, hereinafter called the "Principal," and SURETEC INSURANCE COMPANY, 1330 Post Oak Boulevard, Suite 1100, Houston, Tx 77058, as surety, hereinafter called the "Surety," are held and firmly bound unto City of Windcrest, TX as obligee, hereinafter called the Oblgee, in the sum of Five Percent (5%) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for City of Windcrest, Rooftop HVAC.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Oblgee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblgee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Oblgee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 11th day of May, 2012.

Central Air Conditioning, Inc.
(Principal)

BY: _____

TITLE: _____

SureTec Insurance Company

BY: _____

Sara Huie, Attorney-In-Fact

BID FORM
REPLACE ROOFTOP HEATING, VENTILATION AND AIR CONDITIONING
UNITS (RTUs), CITY OF WINDCREST, TEXAS

Description: The City of Windcrest, Texas intends to award the replacement of as many RTUs as possible, up to their \$45,000 budget. The Individual Bid Item refers to "(New) Packaged Rooftop Unit Schedule," drawing M.1, dated 4-17-2012.

TO: City of Windcrest, Texas
Purchasing Division
8601 Midcrown
Windcrest, TX 78239

DUE: 5-11-12
TIME: 2:00 PM.

CENTRAL AIR COND. (Company) agrees to provide all labor, material and transportation to furnish and install the RTUs on 8601 Midcrown, Windcrest, Texas in accordance with drawing M.1, and the terms and conditions herein.

INDIVIDUAL BID ITEM	PROPOSED MANUFACTURER/MODEL	BID
RTU-1	CARRIER 48HCD A05A 2A5-0A0A0	7089.00
RTU-2	CARRIER 48HCD A06A 2A50A0A0	6665.00
RTU-3	CARRIER 48HCD A06A 2A50A0A0	6665.00
RTU-4	CARRIER 48HCD A04A 2A50A0A0	5900.00
RTU-5	CARRIER 48HCEA 06A 2A50A0A0	6777.00
RTU-6	CARRIER 48HCEA 06A 2A50A0A0	6777.00
RTU-7	NOT INCLUDED, SEE RECOMMENDATION	

In compliance with this Invitation for Bid, and subject to the conditions thereof, the undersigned offers to furnish the equipment at the price quoted above and installed at the point specified within 35 days after notice to proceed.

Name and Address of Firm:

Company: CENTRAL AIR COND. CO.

Date: 5-11-12

Address: P.O. BOX 201120
SAN ANTONIO, TEX 78220

Phone: 210-271-3200

By: RONNIE BITTERLY

Title: OWNER

Signed: Ru Bitterly

1 Attachment: Bid Bond

**Addendum 1 to
Replace Rooftop Heating, Ventilation and Air Conditioning Units (RTUs), 8601
Midcrown, City of Windcrest, Texas**

1. Reference: Drawing M.1, dated 4-17-2012, "(New) Packaged Rooftop Unit Schedule", "New Manufacturer/Model" column. In place of the Carrier 48LCDXXX models, substitute Carrier 48HCAXXX (e.g. Carrier 48LCD006 is now Carrier 48HCA006).
2. Reference: Drawing M.1, dated 4-17-2012, "(New) Packaged Rooftop Unit Schedule", "SEER at ARI" column. The SEER for the Carrier 48HCA006 model is 15.2; the SEER for the Carrier 48HCA004 model is 15.0, and the SEER for the Carrier 48HCA005 model is 15.6.

Bids shall be due no later than 2:00pm on Friday, May 11, 2012.

Date of Addendum 1: May 4, 2012.

Sarah Mangham

From: Sarah Mangham
Sent: Wednesday, May 16, 2012 8:58 AM
To: 'Homer L. Guy'; Heather Weidenbach
Cc: Andrew Hunt; Michael Brenan; Rafael Castillo
Subject: RE: Apparent low bidder, HVAC Rooftop Units, City of Windcrest
Attachments: 003- Departmental PO.DOC; 005- Formal quotes.DOC

Homer:

We need these two documents filled out. If you will write see attached, and attached a copy of the files (I have those), then I can get Rafael to sign today so that we can get the items ordered. The gl code is 01 510-630. 800

Also, the Resolution needs to be to ratify the Purchase Order. We had talked to Andrew about purchasing early (since under 50K), and then asking Council to Ratify.

Thanks



Sarah Mangham, CGFO
Municipal Finance Officer
p: 210.655.0022 ext. 2410
f: 210.655.8776
smangham@windcrest-tx.gov
 8601 Midcrown
 Windcrest, TX 78239
<http://www.windcrest-tx.gov>

CONFIDENTIALITY NOTICE: If you have received this communication in error, please notify the sender by reply message and then delete this message from your files. This e-mail transmission and any attached documents may contain confidential information belonging to the sender, is legally privileged, and intended for use only by the intended recipient(s). If you are not an intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, copying or forwarding of this communication is strictly prohibited. Unauthorized interception of this message may be in violation of the Electronic Communications Privacy Act, 18 U.S.C. §2510 et seq.

From: Homer L. Guy [mailto:hguy@rkci.com]
Sent: Tuesday, May 15, 2012 4:57 PM
To: Heather Weidenbach
Cc: Sarah Mangham; Andrew Hunt; Michael Brenan; Rafael Castillo
Subject: RE: Apparent low bidder, HVAC Rooftop Units, City of Windcrest

Of course. Would you like a briefing for the Council also?

From: Heather Weidenbach [hweidenbach@windcrest-tx.gov]
Sent: Tuesday, May 15, 2012 4:39 PM
To: Homer L. Guy
Cc: Sarah Mangham; Andrew Hunt; Michael Brenan; Rafael Castillo
Subject: RE: Apparent low bidder, HVAC Rooftop Units, City of Windcrest

Homer,

Can you please draft a resolution awarding Barrett & Sons the HVAC units? I will need this resolution by Thursday, May 17th to attach the agenda packet for the city council meeting on Monday, May 21st.

Thank you,



Heather Weidenbach
City Secretary
p: 210.655.0022 ext. 2150
f: 210.655.8776
hweidenbach@windcrest-tx.gov
8601 Midcrown
Windcrest, TX 78239
<http://www.windcrest-tx.gov>

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From: Homer L. Guy [mailto:hguy@rkci.com]
Sent: Tuesday, May 15, 2012 4:14 PM
To: Rafael Castillo
Cc: Sarah Mangham; Heather Weidenbach; Andrew Hunt; Michael Brenan
Subject: Re: Apparent low bidder, HVAC Rooftop Units, City of Windcrest

Sent from my iPhone

On May 15, 2012, at 4:12 PM, "Rafael Castillo" <rcastillo@windcrest-tx.gov> wrote:

Good afternoon everyone,

Let me sit down with Sarah tomorrow morning and I will use my "emergency contracting authority" to proceed with your recommendations of a purchase under \$50,000.00, then we can have City Council ratify all our actions.

We just need to make sure the stipulations on the "grant" allow me to do this.

Respectfully,

<image001.jpg>

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: Tuesday, May 15, 2012 4:03 PM
To: Rafael Castillo; Sarah Mangham; Heather Weidenbach
Cc: Andrew Hunt; Homer L. Guy
Subject: Apparent low bidder, HVAC Rooftop Units, City of Windcrest

Recommend award of subject project to the low bidder, Barrett & Sons, Inc. in the amount of \$43, 614.00 to replace RTUs 1 through 7 (all of the rooftop units) with HVAC products that meet the specifications. Recommend the use of your emergency contracting authority to acquire these units.

The bids were read publicly and the results are attached, as well as copies of the individual bids. Please note that after the low bidder was determined, we verified that every HVAC unit would be delivered and installed within the performance period. We are recommending the award of the change order (to purchase and install a unit that was more readily available). The combined price of the Barrett bid (\$43,614.00) remains the low bid.

If you have any questions, please do not hesitate to contact me.

Best regards,
Homer

HOMER L. GUY, PE, AIA, DBIA, LEED AP, PMP, CFM
FEDERAL PROGRAM MANAGER
P 210 :: 699 :: 9090 • F 210 :: 699 :: 6426 • hguy@rkci.com • www.rkci.com

<image002.jpg>

Raba Kistner, Inc.
12821 W. Golden Lane • San Antonio, TX 78249

TBPE Firm F-3257

This electronic communication and its attachments contain confidential information. They are forwarded to you without passing through our standard review process.

Design data and recommendations included herein should not be used for final design. If you have received this information in error, please notify the sender immediately.

**CITY OF WINDCREST
8601 MIDCROWN
WINDCREST, TEXAS, 78239**

NOTICE TO BIDDERS

The City of Windcrest will accept sealed bids from contractors to remove and replace Rooftop Heating Ventilation and Air Conditioning Units (RTUs) on 8601 Midcrown, Windcrest, Texas, 78239. Bids must be received by the City Manager, Rafael Castillo, Jr. at City Hall, 8601 Midcrown, no later than 2:00pm on Friday, May 11, 2012 at which time bids will be opened. The City reserves the right to reject any and all bids, to waive any irregularities, and to accept any bid deemed to be in its best interest. Specifications and additional information may be obtained from our website, www.windcrest-tx.gov or Rafael Castillo, Jr., City Manager, 8601 Midcrown, Windcrest, Texas, 78239, (210) 655-0022.

**CITY OF WINDCREST
8601 MIDCROWN
WINDCREST, TEXAS, 78239**

NOTICE TO BIDDERS

The City of Windcrest will accept sealed bids from contractors to remove and replace Rooftop Heating Ventilation and Air Conditioning Units (RTUs) on 8601 Midcrown, Windcrest, Texas, 78239. Bids must be received by the City Manager, Rafael Castillo, Jr. at City Hall, 8601 Midcrown, no later than 2:00pm on Friday, May 11, 2012 at which time bids will be opened. The City reserves the right to reject any and all bids, to waive any irregularities, and to accept any bid deemed to be in its best interest. Specifications and additional information may be obtained from our website, www.windcrest-tx.gov or Rafael Castillo, Jr., City Manager, 8601 Midcrown, Windcrest, Texas, 78239, (210) 655-0022.

REPLACE ROOFTOP HEATING, VENTILATION AND AIR CONDITIONING UNITS (RTUs), CITY OF WINDCREST, TEXAS

INTRODUCTION & PURPOSE

The City of Windcrest is seeking a qualified contractor to remove existing rooftop Heating, Ventilation and Air Conditioning (HVAC) Units, furnish and provide turnkey installation of new HVAC units in accordance with the specifications, and dispose of the existing units in accordance with Texas law. The completed HVAC installation shall be a complete and usable system.

The City of Windcrest has received \$45,000 from an American Recovery and Reinvestment Act (ARRA) grant to replace up to seven rooftop mounted HVAC units (RTU) installed on City Hall at 8601 Midcrown, Windcrest, Texas 78239, a single-story building with a flat roof. The replacement HVAC units will be approximately the same heating and cooling capacities as the existing units and the contractor will connect to existing ductwork.

It is the intent of the City of Windcrest to invest as much of their \$45,000 construction budget as possible and award as many individual bid items as the ARRA budget allows. All procurement, installation, and billing HAVE to be completed by June 30, 2012 to invest their ARRA funds.

PRE-BID CONFERENCE

A non-mandatory pre-bid meeting will be held at 8601 Midcrown, Windcrest, Texas, 78239, on Wednesday, May 2, 2012 at 9:30am to answer any questions and review the scope of work. Failure to attend the pre-bid conference will not relieve the Contractor from the necessity of furnishing materials or performing work that may be required to complete the work in accordance with the specifications and contract. For example, as noted on drawing M.1, dated 4-17-2012, the Minimum Current Amps (MCA) for the proposed or equal replacement RTUs may require upgrade of either wire size or circuit breaker size and field verification may be necessary.

SCOPE OF WORK:

The contractor shall provide all labor, supervision, equipment, tools, materials and incidentals necessary to remove existing RTUs, furnish and install new RTUs in accordance with the attached drawing M.1, dated 4-17-2012, and dispose of the existing RTUs in accordance with Texas law.

Performance Period: 35 calendar days.

INSTRUCTIONS TO BIDDERS

1. **PRICING:** Price(s) quoted must be held firm for fifteen (15) days to allow for evaluation. Price(s) for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Bid Form. Prices shall be all inclusive: No price

changes, additions, or subsequent qualifications will be honored during the course of the contract. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror must indicate the items required and attendant costs or forfeit the right to payment for such items.

2. **INVOICES:** Invoices must be submitted by the successful bidder to the City of Windcrest, Accounts Payable, 8601 Midcrown, Windcrest, Texas 78239 by June 30, 2012.

3. **SUBMISSION OF SEALED BIDS:**

Bids must be submitted on the Bid Form. All bids shall be submitted in a sealed envelope and properly identified with the bid name and time and date of opening, on the outside of the envelope. Bids must be received by the City Manager, no later than the time specified on the opening date. Bids may be mailed to 8601 Midcrown, Windcrest, Texas, 78239, attention: Mr. Rafael Castillo, Jr.. However, it is the bidder's responsibility to ensure the bid is received prior to the bid acceptance time. Faxed and emailed bids shall not be accepted.

4. **BID BONDS:**

A Bid Bond, issued by a bonding company satisfactory to the City of Windcrest, and payable without recourse to the order of the City of Windcrest in an amount not less than \$45,000 is required and shall be submitted with the Bid. Bids without required bid bond will not be considered.

5. **REJECTION OF BID:** The City of Windcrest reserves the right to waive any technical errors in bids received and/ or to reject any and all bids.

BID FORM
REPLACE ROOFTOP HEATING, VENTILATION AND AIR CONDITIONING
UNITS (RTUs), CITY OF WINDCREST, TEXAS

Description: The City of Windcrest, Texas intends to award the replacement of as many RTUs as possible, up to their \$45,000 budget. The Individual Bid Item refers to "(New) Packaged Rooftop Unit Schedule," drawing M.1, dated 4-17-2012.

TO: City of Windcrest, Texas
Purchasing Division
8601 Midcrown
Windcrest, TX 78239

DUE: _____
TIME: _____

_____ (Company) agrees to provide all labor, material and transportation to furnish and install the RTUs on 8601 Midcrown, Windcrest, Texas in accordance with drawing M.1, and the terms and conditions herein.

INDIVIDUAL BID ITEM	PROPOSED MANUFACTURER/MODEL	BID
RTU-1		
RTU-2		
RTU-3		
RTU-4		
RTU-5		
RTU-6		
RTU-7		

In compliance with this Invitation for Bid, and subject to the conditions thereof, the undersigned offers to furnish the equipment at the price quoted above and installed at the point specified within 35 days after notice to proceed.

Name and Address of Firm:

Company: _____ Date: _____
Address: _____ Phone: _____

By: _____ Title: _____
Signed: _____

1 Attachment: Bid Bond

(EXISTING) PACKAGED ROOFTOP UNIT SCHEDULE

TAG	MANUFACTURER / MODEL	YEAR INSTALLED	TYPE	UNIT		SEER @ 410	VOLT/ PHASE	MIN. CIRCUIT AMPS	MAX. OVERCURRENT PROTECTION	APPROX. OPERATING WEIGHT (LBS.)	REFRIGERANT		TOTAL AIR FLOW (CFM)	ESTIMATED EXT. STATIC PRESSURE (IN.W.G.)	SUPPLY FAN		MIN. SENSIBLE CAPACITY AT ARI (MBH)	COOLING COIL CAPACITY AT ARI (MBH)	ENTERING AIR TEMP. (DBWB) (DEG.F)	MIN. HTG. OUTPUT (MBH)	HEATER	NOTES
				CAPACITY @ ARI (TONS)	TYPE						REFRIGERANT	TYPE										
EXISTING RTU-1	TRANE / YXCD0003UB	1997	CV ON-DISCHARGE	5	CV ON-DISCHARGE	12.2	208/3	24.7	35	-	R-22	-	-	-	-	-	-	-	-	48	80	1-3
EXISTING RTU-2	CARRIER / 48LDC008	1982	CV ON-DISCHARGE	5	CV ON-DISCHARGE	11.2	208/3	25	35	-	R-22	-	-	-	-	-	-	-	-	48	75	1-3
EXISTING RTU-3	CARRIER / 48LDC008	2004	CV ON-DISCHARGE	5	CV ON-DISCHARGE	11.2	208/3	25	35	-	R-22	-	-	-	-	-	-	-	-	48	75	1-3
EXISTING RTU-4	CARRIER / 48LDC008	2004	CV ON-DISCHARGE	5	CV ON-DISCHARGE	11.2	208/3	25	35	-	R-22	-	-	-	-	-	-	-	-	48	75	1-3
EXISTING RTU-5	CARRIER / 48LDC008	2004	CV ON-DISCHARGE	5	CV ON-DISCHARGE	11.2	208/3	25	35	-	R-22	-	-	-	-	-	-	-	-	48	75	1-3
EXISTING RTU-6	CARRIER / 48LDC008	2004	CV ON-DISCHARGE	5	CV ON-DISCHARGE	11.2	208/3	25	35	-	R-22	-	-	-	-	-	-	-	-	48	75	1-3
EXISTING RTU-7	CARRIER / 48LDC008	2007	CV ON-DISCHARGE	4	CV ON-DISCHARGE	10.2	208/3	27	35	-	R-22	-	-	-	-	-	-	-	-	48	75	1-3

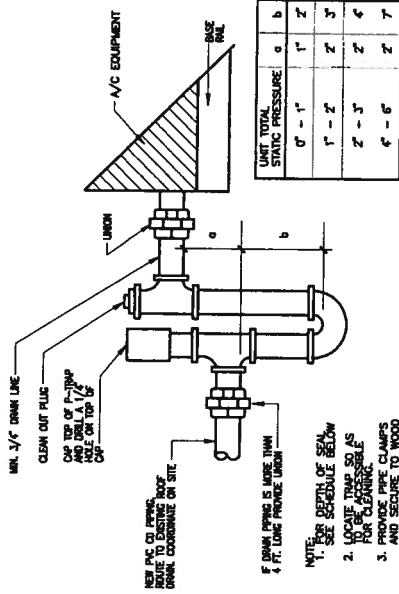
NOTES:
1. CONTRACTOR SHALL VISIT SITE AND FIELD VERIFY EXISTING CONDITIONS PRIOR TO BID.
2. CONTRACTOR SHALL CONFIRM EXISTING UNIT SIZE, CAPACITY, CONFIGURATION, ETC.

(NEW) PACKAGED ROOFTOP UNIT SCHEDULE

TAG	MANUFACTURER / MODEL	YEAR INSTALLED	TYPE	UNIT		SEER @ 410	VOLT/ PHASE	MIN. CIRCUIT AMPS	MAX. OVERCURRENT PROTECTION	APPROX. OPERATING WEIGHT (LBS.)	REFRIGERANT		TOTAL AIR FLOW (CFM)	ESTIMATED EXT. STATIC PRESSURE (IN.W.G.)	SUPPLY FAN		MIN. SENSIBLE CAPACITY AT ARI (MBH)	COOLING COIL CAPACITY AT ARI (MBH)	ENTERING AIR TEMP. (DBWB) (DEG.F)	MIN. HTG. OUTPUT (MBH)	HEATER	NOTES
				CAPACITY @ ARI (TONS)	TYPE						REFRIGERANT	TYPE										
RTU-1	TRANE / YXCD0003UB	-	CV ON-DISCHARGE	5	CV ON-DISCHARGE	12.2	208/3	24.7	35	-	R-22	-	-	-	-	-	-	-	-	48	80	1-3
RTU-2	CARRIER / 48LDC008	-	CV ON-DISCHARGE	5	CV ON-DISCHARGE	11.2	208/3	25	35	-	R-22	-	-	-	-	-	-	-	-	48	75	1-3
RTU-3	CARRIER / 48LDC008	-	CV ON-DISCHARGE	5	CV ON-DISCHARGE	11.2	208/3	25	35	-	R-22	-	-	-	-	-	-	-	-	48	75	1-3
RTU-4	CARRIER / 48LDC008	-	CV ON-DISCHARGE	5	CV ON-DISCHARGE	11.2	208/3	25	35	-	R-22	-	-	-	-	-	-	-	-	48	75	1-3
RTU-5	CARRIER / 48LDC008	-	CV ON-DISCHARGE	5	CV ON-DISCHARGE	11.2	208/3	25	35	-	R-22	-	-	-	-	-	-	-	-	48	75	1-3
RTU-6	CARRIER / 48LDC008	-	CV ON-DISCHARGE	5	CV ON-DISCHARGE	11.2	208/3	25	35	-	R-22	-	-	-	-	-	-	-	-	48	75	1-3
RTU-7	CARRIER / 48LDC008	-	CV ON-DISCHARGE	4	CV ON-DISCHARGE	10.2	208/3	27	35	-	R-22	-	-	-	-	-	-	-	-	48	75	1-3

NOTES:
1. PROVIDE UNIT WITH SINGLE POINT ELECTRICAL CONNECTION.
2. PROVIDE UNIT WITH 7 DAY PROGRAMMABLE THERMOSTAT AND CLEAR PLEXIGLAS LOCKABLE COVER.
3. PROVIDE UNIT WITH 2" THICK MINERAL FIBER INSULATION.
4. PROVIDE UNIT WITH CONDENSATE PUMP AND 1/2" DIA. PEX PIPE TO THE MAIN DRAIN LINE.
5. PROVIDE UNIT WITH CONDENSATE PUMP AND 1/2" DIA. PEX PIPE TO THE MAIN DRAIN LINE.
6. PROVIDE UNIT WITH CONDENSATE PUMP AND 1/2" DIA. PEX PIPE TO THE MAIN DRAIN LINE.

8. CONTRACTOR MAY ELECT TO PROVIDE EQUIPMENT MANUFACTURER'S SUBSTITUTIONS. THE CONTRACTOR SHALL BE RESPONSIBLE TO FIELD VERIFY IF EXISTING CIRCUIT BREAKER, WIRECLOSET, DISCONNECT, AND STARTER MEET THE REQUIREMENTS TO SERVE NEW UNITS. THE CONTRACTOR SHALL BE REQUIRED TO UPGRADE ANY OF THE ITEMS LISTED ABOVE IF EXISTING EQUIPMENT IS NOT ADEQUATE.



REFERENCE SHEET:

WINDCREST CITY HALL - REPLACE RTUS

TTG GOETTING

12042 BLANCO ROAD, Suite 200 210/530-7000

San Antonio, Texas 78219-2448

No. Date

M.1

1 CONDENSATE DRAIN TRAP
SCALE: NOT TO SCALE

HEARST media services

San Antonio Express-News | mySA.com | Yahoo!

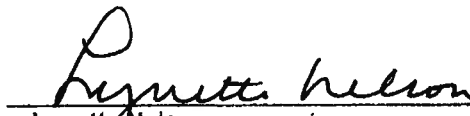
SAN ANTONIO EXPRESS NEWS AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:
COUNTY OF BEXAR

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared: Lynette Nelson, who after being duly sworn, says that she is the BOOKKEEPER of THE HEARST CORPORATON (SAN ANTONIO EXPRESS-NEWS DIVISION), a daily newspaper published in Bexar County, Texas and that the publication, of which the annexed is a true copy, was published to wit:

Customer ID: 705408
Customer Name: City Of Windcrest
Order ID: 2225171

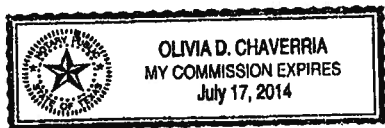
Publication	Pub Date
NE Herald	26-APR-12


Lynette Nelson
Bookkeeper

Sworn and subscribed to before me, this 26th day of April A.D. 2012

Notary public in and for the State of Texas





CITY OF WINDCREST
8601 MIDCROWN
WINDCREST, TEXAS, 78239

NOTICE TO BIDDERS

The City of Windcrest will accept sealed bids from contractors to remove and replace Rooftop Heating Ventilation and Air Conditioning Units (RTUs) on 8601 Midcrown, Windcrest, Texas, 78239. Bids must be received by the City Manager, Rafael Castillo, Jr. at City Hall, 8601 Midcrown, no later than 2:00pm on Friday, May 11, 2012 at which time bids will be opened. The City reserves the right to reject any and all bids, to waive any irregularities, and to accept any bid deemed to be in its best interest. Specifications and additional information may be obtained from our website, www.windcrest-tx.gov or Rafael Castillo, Jr., City Manager, 8601 Midcrown, Windcrest, Texas, 78239, (210) 655-0022.

Resolution No. 2012-375

STATE OF TEXAS

COUNTY OF BEXAR

CITY OF WINDCREST

**AGREEMENT INCIDENT TO TERMINATION OF THE COMMUNITY
INFRASTRUCTURE & ECONOMIC DEVELOPMENT (CIED) FUND PROGRAM**

This Agreement is entered into by and between the City of Windcrest, Texas, ("CITY") acting herein by City Manager, Rafael Castillo, under the direction, approval, and authorization of the Mayor and City Council of the CITY; and City Public Service ("CPS Energy") acting herein by Doyle N. Beneby, Chief Executive Officer, under the direction, approval and authorization of the Board of Trustees of CPS Energy.

WHEREAS; The CPS Energy Community Infrastructure and Economic Development Fund ("CIED Fund") was established by the CPS Energy Board of Trustees ("Board"), by way of the CIED Fund Policy ("Policy"), in order to benefit the community and improve the quality of life of CPS Energy's customers through support of electric system improvements that have public safety and public welfare benefits to customers of its systems, and other investments, consistent with electric system objectives, that support CPS Energy's commitment to embrace emerging energy sources from distributed renewable sources and promote energy efficiency, conservation and environmental stewardship.

WHEREAS; On January 30, 2012, the Board resolved to terminate the CIED Fund and directed CPS Energy staff to enter into discussions with the affected Political Subdivisions for the development of a lawful mechanism by which to distribute each Political Subdivision's unearmarked funds from the CIED Fund.

WHEREAS; The CITY is an affected Political Subdivision and thus, CPS Energy and the CITY have engaged in discussions and have agreed on the process outlined in this Agreement by which to accomplish the transferring of monies in the CIED Fund to the CITY.

WHEREAS; the parties agree as follows:

SECTION 1. CIED Fund Program Balance

The City's final CIED Fund balance in the CIED Fund is \$201,677.10 ("CIED Fund Balance"), of which \$ 0.00 has been previously earmarked for projects meeting the requirements of the Policy ("Disbursable Amount").

SECTION 2. Disbursement and Use of the Disbursable Amount.

The CITY shall be entitled to receive the Disbursable Amount in the following way:

The City shall receive quarterly, on or about the fifteenth (15th) day of the month following completion of a calendar quarter beginning after execution of this Agreement by both parties an amount equal to 25% of the total Disbursable Amount, until the Disbursable Amount reaches zero dollars, as reflected in more detail on Schedule A. The Disbursable Amount payments shall be made by wire transfer, or by a means mutually agreed upon by the parties, to the CITY's bank account in the same manner as the quarterly franchise fee payments are currently paid. Any City with ongoing projects, upon execution of this Agreement for which CIED Funds have been earmarked, will not receive the final disbursement of the Disbursable Amount until such time as the project(s) have been certified as completed.

The City shall use its best commercial efforts to use the Disbursable Amount funds in a manner consistent with the purposes expressed in the Policy including but not limited to, energy efficiency and conservation projects, overhead electric line conversions, renewable distribution projects, upgraded streetlighting, and economic development involving new facility construction.

The funds remaining in the CITY's CIED fund account by reason of being previously earmarked for qualified projects shall remain in the CIED Fund and be paid in accordance with the Policy and applicable ordinance from the CITY authorizing the CIED Fund project.

SECTION 3. *Reporting*

Upon request by the City, CPS Energy shall provide the City with an accounting of the payments made to the City and the balance of the remaining Disbursable Amount, if any.

SECTION 4. *Severability*

In case any provision in this Agreement or any application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby.

SECTION 5. *Construction*

This Agreement reflects the combined efforts of the parties and their attorneys and shall not be construed against any party on account of the preparation hereof by such party or its attorneys. The Section and subsection headings herein are for convenience only and shall not affect the construction or terms hereof.

SECTION 6. *Limited Obligations*

The CITY acknowledges and agrees that, in accordance with applicable law, (a) the obligations of CPS Energy under this Agreement are payable solely from and to the extent of revenues of its gas and electric utility systems, (b) the obligations of CPS Energy hereunder shall never

constitute a pledge of the City of San Antonio's taxing powers or be payable from funds raised or to be raised by taxation, and (c) recovery of any claims arising out of the failure of CPS Energy to observe or perform any of duty or obligation imposed upon it hereby shall be limited solely to the revenues of CPS Energy's gas and electric utility systems.

SECTION 7. *Coordination of Benefits and Terms.*

If after execution of this Agreement, the method or timing for disbursement of the Disbursement Amount described in Section 2 is modified in another Political Subdivision's CIED Fund termination agreement, the CITY and CPS Energy agree to enter into discussions regarding the merit of amending this Agreement to reflect a revised Section 2 that is consistent with the other Political Subdivision's agreement.

SECTION 8. *Venue*

Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision hereof shall be instituted only in the state district courts sitting in the County of Bexar, Texas.

SECTION 9. *Entire Agreement*

This Agreement embodies the entire agreement of the parties in respect of the subject matter hereof. There are no promises, terms, conditions, or obligations of the parties in respect of the subject matter hereof except those contained in this Agreement. This Agreement supersedes all previous communications, representations, and agreements, either verbal or written, between or among the parties in respect of the subject matter hereof. Each party acknowledges and represents that no representation or opinion of fact or law was made by or on behalf of any other party hereto to induce it, and it relied on no such representation or opinion in determining, to enter into this Agreement.

SECTION 10. *Binding Effect; Benefits*

Nothing in this Agreement, express or implied, shall give to any person or entity, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim under this Agreement, and it is not the intention of any party hereto to confer third-party beneficiary rights upon any other person or entity, including, without limitation, any taxpayer or customer thereof. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

SECTION 11. *Notice*

Unless otherwise specifically provided herein, any request, demand, authorization, direction, notice, consent, waiver, or other document by or from any party hereto provided to be made, given or furnished to, or filed with any other party hereto shall be sufficient for every purpose hereunder if made, given, furnished, or filed in writing to or with such party in writing mailed, first-class postage prepaid, to and received by such party addressed to it at the address and to the

attention stated below receipt confirmed, or at such other address or attention or to such other number furnished in writing to the other parties hereto by such party.

If to the City:

Rafael Castillo
City Manager
City of Windcrest
8601 Midcrown
Windcrest, Texas 78239
Email: rcastillo@windcrest-tx.gov

If to CPS Energy

John Leal (MC 110905)
Sr. Mgr., Local Gov't Relations
CPS Energy
P. O. Box 1771
San Antonio, Texas 78296
jleal@cpsenergy.com

SECTION 12. Due Authorizations

Each party hereto acknowledges, has officially found, determined, and declared, and represents to the other party hereto that its governing body has duly authorized and approved the execution, delivery, and performance of this Agreement, and that all acts and proceedings done by staff consistent with and in furtherance of the intent of this Agreement are ratified, approved and validated.

EXECUTED and EFFECTIVE the _____ day of _____, 2012.

CITY OF WINDCREST

CPS ENERGY

By: _____

By: _____

RAFAEL CASTILLO
City Manager

DOYLE BENEBY
President and Chief Executive Officer

ATTEST:

ATTEST:

By: _____

By: _____

Community Infrastructure & Economic Development (CIED) Fund Program Termination

City of Windcrest

Schedule A

Effective Date: _____

Disbursable Amount: \$201,677.10

Payment #	%	Approximate Payment Date	Payment amount	Balance after payment
1	25	Aug 15, 2012	\$ 50,419.28	\$ 151,257.82
2	25	Nov 15, 2012	\$ 50,419.28	\$ 100,838.54
3	25	Feb 15, 2013	\$ 50,419.28	\$ 50,419.26
4	25	May 15, 2013	\$ 50,419.26	\$ 0.00

ShadePro

15879 IH 35 N
Selma, TX 78154-3819
210.651.1041 Phone
210.651.1042 Fax



Permanent Shade Structures

Proposal

Date: 10-Apr-12
Quote good for 45 days.

1.877.742.3342 Toll Free Phone

Billing Address:

Company:	City of Windcrest
Contact:	Jan Leaders
Address:	9310 Jim Seal
City/State/Zip:	Windcrest, TX 78233
Phone:	210-386-8764
Fax:	
E-mail:	stevejanpipes@aol.com

Shipping Address:

Company:	City of Windcrest
Contact:	Jan Leaders
Address:	9310 Jim Seal
City/State/Zip:	Windcrest, TX 78233
Phone:	210-386-8764
Fax:	
E-mail:	stevejanpipes@aol.com

Qty:	Size:	Hgt:	Structure:	Style:	Netting:	Poles:	Unit Price	Total
1	24x24	10	4 Post	Pyr	TBD	TBD	K-5 Play Area	\$ 5,652.00
1	14x14	8	4 Post	Pyr	TBD	TBD	Toddler	\$ 3,196.00
1	30x30	11	4 Post	Pyr	TBD	TBD	Big Play Area	\$ 8,458.00
			Installation & Delivery Included					

Options & Upgrades

Extra Height

Custom Finish (Please Specify)

Lettering

Safety Pole Covers

Custom installation: Rock \$50.00 min. per hole.

Unmarked Utilities \$100.00 + costs required to relocate or alter unit.

County
Bexar

Sub Total

Sales Tax

Total

Amount Down

Balance Due

\$ 17,306.00
Exempt
\$ 17,306.00
\$ 10,000.00
\$ 7,306.00

Method of Payment

☐ Check	Number _____	Amount Collected _____
☐ Amex	☐ Discover Card	Credit Card Number: _____
☐ Visa	☐ MasterCard	Expiration Date: _____

Dennis Maloney
ShadePro Representative

Accepted By _____

10-Apr-12
Date

Date

ShadePro
Permanent Shade Structures

ShadePro, L.L.C., 15879 IH 35 North; Selma, TX 78154-3819 (the "company") hereby agrees as follows:

1. **Service.** The company will provide freight, labor, and materials to the property located at the installation address in accordance to the terms and conditions of this agreement.
2. **Warranty.** During the term of the warranty, the Company will provide service to the customer when deemed necessary, provided that the Customer's account with the Company is current and/or paid in full. The limited warranty stated in this section is given in lieu of any other guarantee or warranty, whether expressed or implied, including without limitation the warranties of merchantability and fitness for a particular purpose.
3. **Terms.** The parties agree that the initial term of this agreement will be a 75% deposit upon signing of the contract, with the remaining balance due upon completion of installation. Purchase orders must be approved by the ShadePro corporate office. Maximum terms on approved purchase orders shall not exceed 30 days. Invoices 30 days past due will be charged interest of 1.5 % per month. All sales are final. No refunds or returns.
4. **Access to property.** Customer hereby grants the Company's service technicians and installation crew's access to the property for the purpose of a complete installation. If the customer is unavailable to provide an installer access to the property at any certain time, the customer must notify the company upon signing of the contract.
5. **Disclaimers and Limitation of Liability.** The company will not be responsible for (1) any past, present, or future damage to the property not caused by a Company Representative (2) damage to underground wiring-unless the Company has been given by the customer plans locating all underground wiring and have been previously marked by the customer.
6. **Manufacturer's Warranty.** Warranty will be validated upon final payment of the invoice. Failure to pay final balance due will result in the warranty being voided. Shade netting-covers failure due to Ultraviolet deterioration, rot, mildew, fading and faulty workmanship for a period of ten years. Not covered are rips and tears caused by means other than faulty workmanship. Shade netting is not warranted against contact with chemicals, caustic materials, open flames or any other heat source. Exception: The Cherry Red shade cloth is only warranted one year against fading. ShadePro is not responsible for errors or damage in installation or modification by non ShadePro approved installers and the warranty will become void. The warranty will also become void if installed on frames other than those manufactured by ShadePro. Frames & Cables-Steel frames and cables are covered for a period of twenty years against failure due to corrosion or faulty workmanship. ShadePro does not warranty against surface rust, however the frame is guaranteed not to fail due to corrosion or rust on the frame, fittings or cable. Paint-all paint and powder coating is warranted for one year.
7. **Adverse weather conditions and natural disasters.** Shade Structures are warranted not to fail in winds up to 90 miles per hour. The warranty does not cover natural disasters such as earthquakes, blizzards, shifts of terrain, or tornados in general vicinity. The installation warranty will be considered void if a ShadePro product is installed within the boundaries of a flood plane or failure due to saturated terrain or floods. If the structure is installed in an area exposed to hurricanes, remove shade netting and roof structure when a hurricane warning is issued. The fixed posts will normally withstand hurricane force winds if installed by a ShadePro trained installer.
8. **Permits.** Quoted price does not include the cost of permits. It is the customer's responsibility to obtain and pay for all permits. Required drawings will be an additional expense.
9. **Product Liability.** The company is not responsible for injuries or accidents on, near, or around installed products during and after the installation. Be cautious around the construction site during the installation , keep children and pets away from area under construction at all times.

I have read, understood, and agree to all of the terms listed above.

SIGN X _____ Date _____

PRINT NAME & TITLE _____

ShadePro
Permanent Shade Structures

ShadePro

15879 IH 35 N
Selma, TX 78154-3819
210.651.1041 Phone
210.651.1042 Fax



Permanent Shade Structures

Proposal

Date: 10-Apr-12
Quote good for 45 days.

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Contact:	Jan Leaders
Address:	9310 Jim Seal
City/State/Zip:	Windcrest, TX 78233
Phone:	210-386-8764
Fax:	
E-mail:	stevejanpipes@aol.com

Shipping Address:

Company:	City of Windcrest
Contact:	Jan Leaders
Address:	9310 Jim Seal
City/State/Zip:	Windcrest, TX 78233
Phone:	210-386-8764
Fax:	
E-mail:	stevejanpipes@aol.com

Qty:	Size:	Hgt:	Structure:	Style:	Netting:	Poles:	Unit Price	Total
1	24x24	10	4 Post	Pyr	TBD	TBD	K-5 Play Area	\$ 5,652.00
1	40x50	11	4 Post	Hip	TBD	TBD	Big Play Area	
							& Toddler	\$ 26,114.00

Options & Upgrades

Extra Height
Custom Finish (Please Specify)
Lettering
Safety Pole Covers
Custom installation: Rock \$50.00 min. per hole.
Unmarked Utilities \$100.00 + costs required to relocate or alter unit.

County
Bexar

Sub Total
Sales Tax
Total
Amount Down
Balance Due

\$ 31,766.00
Exempt
\$ 31,766.00
\$ 20,000.00
\$ 11,766.00

Method of Payment

☐ Check	Number _____	Amount Collected _____
☐ Amex	☐ Discover Card	Credit Card Number: _____
☐ Visa	☐ MasterCard	Expiration Date: _____

Dennis Maloney
ShadePro Representative

Accepted By _____

10-Apr-12
Date

Date

ShadePro
Permanent Shade Structures

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5. **Disclaimers and Limitation of Liability.** The company will not be responsible for (1) any past, present, or future damage to the property not caused by a Company Representative (2) damage to underground wiring-unless the Company has been given by the customer plans locating all underground wiring and have been previously marked by the customer.
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8. **Permits.** Quoted price does not include the cost of permits. It is the customer's responsibility to obtain and pay for all permits. Required drawings will be an additional expense.
9. **Product Liability.** The company is not responsible for injuries or accidents on, near, or around installed products during and after the installation. Be cautious around the construction site during the installation , keep children and pets away from area under construction at all times.

I have read, understood, and agree to all of the terms listed above.

SIGN X _____ Date _____

PRINT NAME & TITLE _____

ShadePro
Permanent Shade Structures

The Chism Company

8310 Broadway
San Antonio, Tx 78209
Phone: 866-564-4226
Fax: 210-824-6379

QUOTE

File NO: 12-118567

Attn: Jan Leaders	Date: 04/18/2012
From: Roy Chism	Pages: 1
Project: Takas Park	CC:
Re: shade structures	

Purchaser: City of Windcrest Parks & Recreation 8601 Midcrown Windcrest TX 78239

Contact Name: Jan Leaders Phone: 386-8764 Contact PH#: Fax:

Install: 9310 Jim Seal Drive Windcrest TX

Email Address:

Cell:

Site Phone:

Product Description: Shade Structures

Service Description: Installation

Costs:

Excludes: tax, permits, engineering,

Quote Valid For: 30 Days

Delivery: 45 days

Jan Leaders description:

\$13,300.00 one each 24 x 24 x 10' four pier footings

\$ 8,845.00 one each 14 x 14 x 8' four pier footings

\$13,880.00 one each 30 x 30 x 11' four pier footings

\$11,916.00 erection installation

\$47,941.00 subtotal

\$ 2,300.00 cad & engineering, special inspections

\$50,241.00 total

Alternate:

\$19,800.00 40 x 50 x 11 six pier foundations

\$ 8,840.00 erection installation

\$28,640.00 subtotal

\$ 970.00 cad, engineering, special inspections

\$29,610.00 total alternate 40 x 50 x 11 six pier foundations

exclusions: permit costs, removal/relocation of rock or obstructions above or below grade

design for 95 mph winds with 3 minute 113 mph gusts

powder coat frame finishes

ten year knitted shade fabric fabric warranty

fabric is NFPA 701 and calif Fire Marshall compliant

Confidentiality: This e-mail and any attachments or files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed.

Thank you for both your past patronage and continued interest. I look forward to again assisting you with service and product matching **The Chism Company's "Reputation For Quality"**.

Sincerely,

Roy Chism

The Chism Company

" A Reputation For Quality "

San Antonio's Oldest and Largest

est. 1951

866-564-4226

210-824-6315

210-824-6379 fax



USASHADE
& Fabric Structures, Inc.



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COVER SHEET

PROPOSAL FOR SHADE STRUCTURES

CORPORATE OFFICE

Dallas
8505-A Chancellor Row
Dallas, TX 75247
800-966-5005 Phone
214-905-9514 Fax

REGIONAL OFFICES

Arizona
2628-B W. Birchwood Cir.
Mesa, AZ 85202
480-446-0066 Phone
480-446-8679 Fax

Austin
1508-A Ferguson Lane
Austin, TX 78754
512-836-5500 Phone
512-836-5600 Fax

California
350 Kalmus Drive
Costa Mesa, CA 92626
714-427-6981 Phone
714-427-6982 Fax

927 Enterprise Way
Suite A
Napa, CA 94558
707-257-7296 Phone
707-257-7297 Fax

Las Vegas
6225 S. Valley View Blvd.
Suite I
Las Vegas, NV 89118
702-227-5273 Phone
702-227-5132 Fax

Date: 05-04-12

To: Jan Leaders

Phone: (210) 386-8764

Pages including this cover page: 9

Project Name: **Takas Park Shade Structures**

Quote Number: **1000222DWB**

Jan,

Please find attached proposal for the shade structure options as we discussed. The Buyboard # is 346-10. Refer to the above quote number with any questions or comments.

When you are ready to place your order, please initial all pages of the proposal and sign the last page.

Do not hesitate to call me for further assistance.

Sincerely,

Dion Botha
Senior Regional Manager
Phone: (512) 836-5500

Note: This message is intended only for the use of the individual to whom it is addressed, and contains information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any unauthorized disclosure, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by phone and return the original message to the above address.

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Corporate Mailing Address:
P.O. Box 560168
Dallas, TX 75356-0168
(800) 966-5005



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Remittance address:
USA Shade & Fabric Structure
Department 41349
P.O. Box 650823
Dallas, TX 75265

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This is a legal agreement – Please read carefully. Complete and Initial all pages

Purchaser: City of Windcrest (Takas Park)	Date: 05-04-12	Sales Rep: Dion Botha
Contact: Jan Leaders	PO Number:	Phone: (512) 836-5500
Phone: (210) 386-8764	Quote No.: 1000222DWB	Email: dbotha@usa-shade.com
Billing Information:	Shipping Information:	Jobsite Information (including site name):
9310 Jim Seal Drive Windcrest, TX 78239	9310 Jim Seal Drive Windcrest, TX 78239	9310 Jim Seal Drive Windcrest, TX 78239
Contact: Jan Leaders	Contact: Jan Leaders	Contact: Jan Leaders
Phone: (210) 386-8764	Phone: (210) 386-8764	Phone: (210) 386-8764
Email: stevejanpipes@aol.com	Email: stevejanpipes@aol.com	Email: stevejanpipes@aol.com

STRUCTURE PRICING

QTY	DESCRIPTION	DETAILS	PRICE
(1)	Hip Shade Structure 	Structure Size 24'x24' Number of Posts 4 Number of Fabric Tops 1 Fabric Type Shadesure™ Fabric Color TBD Steel Color TBD Post Attachment Method Embed Entry Height 10' Wind load 90MPH Snow load 5Lbs/Sft Notes:	Unit <u>\$4,188.00</u> Installation <u>\$3,289.00</u>
(1)	Hip Shade Structure 	Structure Size 40'x40' Number of Posts 4 Number of Fabric Tops 1 Fabric Type Shadesure™ Fabric Color TBD Steel Color TBD Post Attachment Method Embed Entry Height 12' Wind load 90MPH Snow load 5Lbs/Sft Notes:	Unit <u>\$12,434.00</u> Installation <u>\$6,283.00</u>

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GENERAL SCOPE OF WORK

PERMIT REQUIREMENTS			ASSEMBLY REQUIREMENTS		
YES	NO		YES	NO	
☒	☐	Purchaser is responsible for Permit Submittal	☐	☒	Underground obstacles
☐	☐		☐	☒	Dirt Removal
ENGINEERING REQUIREMENTS			☐	☒	Soil Tests
		Building Code IBC 2006	☐	☒	Concrete Cutting
		Type of drawings Sealed	☐	☒	Concrete Truck Access
		# of sealed drawings 3	☐	☒	Fencing
		Calculations Required Yes	☐	☒	Special Inspection
Notes:			☐	☒	Permits (see Permit Requirements)
PRICING INCLUDES			☐	☒	Prevailing Wages & Certified Payroll
☒	☐	Assembly/Installation (based on a single mobilization)	☐	☒	Union Wages
☐	☒	Shipping and Handling	☐	☒	Removal of existing structure or poles
☐	☒	Engineered Drawings	☐	☒	Curb Repair
☐	☒	Sales Tax	☐	☒	Landscaping Repair
☐	☒	Permit Submittal	☐	☒	Electrical hook-up or trenching
☐	☒	Permit fees	☐	☒	Site Plan Approval
☐	☒	Accessories	☒	☐	Site Survey
☐	☒	Coastal Primer	☒	☐	Bobcat Access
☐	☒	Payment and Performance Bonds	☐	☒	Liquidated Damages
☐	☒		☐	☒	Other special conditions (noted below):
			☐	☒	Anchor Bolts Included

GENERAL TERMS AND CONDITIONS AND WARRANTY

- Proposal:** The above proposal is valid for 30 days from the date first set forth above. After 30 days we reserve the right to increase prices due to the rise in costs of raw material, fuel or other cost increases. When applicable, USA Shade & Fabric Structures, Inc. reserves the right to implement a surcharge for significant increases in raw materials, including the following, but not limited to; fuel, steel and concrete. Due to the duration of time between proposals, contracts and final installation, USA Shade & Fabric Structures, Inc. reserves the right to implement this surcharge when applicable.
- Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by the SA Shade & Fabric Structures, Inc. (the "Company"), the purchaser identified

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above ("you" or the "Purchaser") agrees to purchase the Sun Ports brand shade structures ("Structures") and the services to be provided by the Company, as detailed in the "Structure Pricing" and "General Scope of the Work" sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the "Owner").

- 3) **Short Ship Claims:** Purchaser has 15 days from receipt of the Structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.
- 4) **Standard Exclusions:** Unless specifically included under "General Scope of the Work" section above, this agreement does not include, and Company will not provide Services, labor or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.
- 5) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner:

"The manufacturer's warranty for the Sun Ports brand shade structures is a separate document between USA Shade & Fabric Structures, Inc. and the ultimate owner of the Sun Ports brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA Shade & Fabric Structures, Inc. Due to surety requirements, any performance and/or payment bond will cover only the first year of USA Shade & Fabric Structures, Inc. warranty."
- 6) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's quote.
- 7) **Payment:** Terms of payment are defined in the "Pricing Details" section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the Structure is suitable for its intended use, the issue of an occupancy consent, or a final building department approval is issued, whichever occurs first. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when Completion was scheduled, had the delay not occurred. All payments must be made to USA Shade & Fabric Structures, Inc., PO Box 678420, Dallas TX 75267-8420. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.
- 8) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.
- 9) **Site-plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:** Site-plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.
- 10) **Manufacturing & Delivery:** Manufacturing lead-time from Company's receipt of the "Notice To Proceed" is approximately 6 to 8 weeks for standard Structures, and 8 to 12 weeks for custom Structures. Delivery is approximately 1 week thereafter. Delivery of Structures may be prior to or at start of assembly.
- 11) **Returned Product, Deposits and/or Cancelled Order:** Within the first 45 days after shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this 45 day period. All deposits are nonrefundable. All expenses incurred (engineering, site surveys, shipping and handling, etc) are the responsibility of the purchaser, up to notice of cancellation.
- 12) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations Company was able to make either by visual inspection or by drawings and / or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once

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work has commenced which were not visible at the time this proposal was bid, Company will stop work and point out these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4 inches in diameter or any other condition that will require additional labor, equipment and / or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment and / or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Price quotes are based on a drill pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region).

- 13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change order be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

14) **Warranty: Limitations of Liability:**

- Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner.
- The warranty set forth in this Section 14 will be the Purchaser's sole and exclusive warranty.
- The warranty set forth in this Section 14 will run from the date of performance of the service by the Company, and any warranty claims brought by Purchaser must be brought within 30 days of the date of performance of the Service giving rise to the claim.
- Purchaser's sole remedy for a breach of the warranty set forth in this Section 14 will be the re-performance of the Services, or if that is not possible or practical, the refund of the price of the Services that breached the warranty.
- Purchaser shall notify Company in writing detailing any defects in Service for which a warranty claim is being made.
- **COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO THE LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
- **IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICES UNDER THIS AGREEMENT (OR THE RELEVANT PURCHASE ORDER).**
- **EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, COMPANY MAKES, AND PURCHASER RECEIVES, NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ARISING OUT OF, RELATED TO, OR UNDER THIS AGREEMENT, AND SPECIFICALLY DENIES THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. FURTHER, EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY ACKNOWLEDGES THAT THE SERVICES AND STRUCTURES PROVIDED HEREIN ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. COMPANY DOES NOT WARRANT THAT THE SERVICES OR STRUCTURES WILL MEET YOUR REQUIREMENTS OR THOSE OF THE OWNER.**
- For all Structures installed by the Company, Purchaser must sign and return the "Customer Checklist and Sign-off" form to the Company within 10 business days from the construction completion date, or Company will not be held responsible for any warranties under this Section 14 or any damage to the Structure.
- The warranties for the Structures are contained in a separate document between Company and the ultimate Owner of the Structures, which will be provided to Owner at the time of completion of the work.

- 15) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, related to the installation of the Structure or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or

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expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 15.

16) Warranty:

- USA SHADE provides a limited warranty on all USA SHADE-supplied labor and materials. No other warranty is implied.
- The warranty set forth shall be the purchaser's sole and exclusive warranty, and is void if structures are not paid for in full.
- The warranty is void if any changes, modifications, additions or attachments are made to the structures without the prior written consent of USA SHADE.
- The warranty is void if the structures are not assembled in strict compliance with USA SHADE specifications.
- The warranty will be void if regular maintenance is not performed. This is particularly critical in regions where dirt/sand may cause abrasion of fabric.
- The warranties below are effective from the date of sale, or, if assembled by USA SHADE, the date of construction completion.
- USA SHADE reserves the right to repair or replace any item covered by this warranty.
- Purchaser shall notify USA SHADE in writing, detailing any defects for which a warranty claim is being made.
- USA SHADE shall not in any event be liable for indirect, special, consequential, or liquidated damages.
- USA SHADE specifically denies the implied warranties of fitness for a particular purpose and merchantability.
- No signs, objects, fans, light fixtures, etc., may be hung from the structures, unless specifically engineered by USA SHADE. These items may interfere with the fabric, voiding the warranty.
- The warranty shall be void if damage to the steel frame or fabric top is caused by misuse, willful or intentional damage, vandalism, any Act of God (i.e. hurricane, tornado, micro/macrobust), including, but not limited to, ice, snow, or wind in excess of applicable building code parameters.
- For all units assembled by USA SHADE the "Customer Checklist and Sign-off" form must be signed and returned to USA SHADE within 10 business days from the date of construction completion, or USA SHADE will not be held responsible for any damage to the structures. The warranty will also be considered null and void until this checklist is received by USA SHADE.

Shadesure™ Fabric:

- Shadesure™ fabrics carry a 10-year limited manufacturer's warranty from the date of assembly, against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold, or discoloration, with the exception of Red and Coolbrella™ fabrics, which carry a 3-year limited warranty. Should the fabric need to be replaced under the warranty, USA SHADE will manufacture and ship a new fabric at no charge for the first 6 years, thereafter pro-rated at 18% per annum over the last 4 years.
- This warranty shall be void if damage to the fabric is caused by contact with chemicals, misuse, vandalism, any Act of God (i.e. hurricane, tornado, micro/macrobust), including, but not limited to, ice, snow, or wind in excess of the applicable building code parameters.
- All fabric tops are warranted for winds/gusts up to 90mph and prior to snow or ice accumulation.
- All fabric curtains, valances and flat vertical panels are not covered under the warranty.
- Fabric is not warranted where it is assembled on a structure that is not engineered and built by USA SHADE.
- USA SHADE structures are designed to eliminate friction between the rafters and fabric. The warranty will be voided if any modification or attachment is made to the rafter(s). The fabric will wear/tear should any object be placed between the rafter and the fabric, voiding the warranty.
- Labor for the removal, assembly, and/or freight will be covered for a period of 1 year, where the structures supplied and assembled by USA SHADE are defective. In all cases where the structures are not assembled by USA SHADE, or its agents, all labor for the removal, assembly, and/or freight will be at the customers' expense, and the warranty will only be applicable to the repair or replacement of the defective materials.
- USA SHADE reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color. USA SHADE does not warrant that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the owner of the discontinued fabric color.

Colourshade® FR Fabric:

- Colourshade® FR fabrics carry a 5-year limited manufacturer's warranty from the date of assembly, against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold, or discoloration, with the exception of FR Red and Coolbrella™ fabrics, which carry a 3-year limited warranty. Should the fabric need to be replaced under the warranty, USA SHADE will manufacture and ship a new fabric at no charge for 5 years.
- This warranty shall be void if damage to the fabric is caused by contact with chemicals, misuse, vandalism, any Act of God (i.e. hurricane, tornado, micro/macrobust), including, but not limited to, ice, snow, or wind in excess of the applicable building code parameters.
- All fabric tops are warranted for winds/gusts up to 90mph and prior to snow or ice accumulation.
- All fabric curtains, valances and flat vertical panels are not covered under the warranty.
- Fabric is not warranted where it is assembled on a structure that is not engineered and built by USA SHADE.

PROPOSAL

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- USA SHADE structures are designed to eliminate friction between the rafters and fabric. The warranty will be voided if any modification or attachment is made to the rafter(s). The fabric will wear/tear should any object be placed between the rafter and the fabric, voiding the warranty.
- Labor for the removal, assembly, and/or freight will be covered for a period of 1 year, where the structures supplied and assembled by USA SHADE are defective. In all cases where the structures are not assembled by USA SHADE or its agents, all labor for the removal, assembly and/or freight will be at the customers' expense, and the warranty will only be applicable to the repair or replacement of the defective materials.
- USA SHADE reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color. USA SHADE does not warrant that any particular color will be available for any period of time and reserves the right to discontinue any color for any reason, without recourse by the owner of the discontinued fabric color.

NOTE: Shadesure™ and Colourshade® FR fabric warranties cover fabric tops up to 40' in length. Fabric tops over 40' in length are covered by a non-prorated 5-year warranty. Additionally, fabric tops made from other fabric types (i.e. Sunbrella®) will include their respective manufacturer's warranty.

Shadesure and Coolbrella are trademarks of USA SHADE & Fabric Structures, Inc.

Colourshade is a registered trademark of Multiknit Pty. Ltd.

Sunbrella is a registered trademark of Glen Raven Custom Fabrics, LLC.

Steel:

- The structural integrity of the steel is warranted for 10 years.
- Workmanship and powder coated surfaces are warranted for 1 year.
- This warranty shall be void if damage to the steel frame is caused by misuse, vandalism, any Act of God (i.e. hurricane, tornado, micro/macrobust), including, but not limited to, ice, snow, or wind in excess of applicable building code parameters.

Thread:

- USA SHADE warrants its sewing thread for a period of 8 years.
- The thread will be free from defects in material/workmanship and will not be damaged by exposure to sunlight, weather, or water.
- This warranty does not cover damage from fire, cuts, vandalism, misuse, or any Act of God (i.e. hurricane, tornado, micro/macrobust), including, but not limited to, ice, snow, or wind in excess of the applicable building code.
- Labor for the removal, assembly and/or freight of tops with damage caused by thread will only be covered in instances where USA SHADE has assembled the unit. In all cases where units were not assembled by USA SHADE, all labor for the removal, assembly and/or freight will be for the customers account and the warranty will only be applicable to the repair or replacement of defective materials.

17) Assembly/Installation:

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the Structure(s) is to be placed
- Labor for the removal, assembly and/or freight charges will only be covered by Company in instances where the Structures supplied and installed by Company are determined by the Company to be defective. In all cases where Structures are not installed by Company, all labor for the removal, assembly and/or freight of the Structures will be Purchaser' responsibility.
- Installation prices are based on a single mobilization charge. If additional mobilization is needed, there will be additional charges.
- If the requested Services require Company access to Owner's premises Company will be provided access to the Owner's premises free and clear of debris, automobiles or other interference Monday thru Friday during the hours of 8am to 6pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. All automobiles will be moved prior to Company's crew beginning any installation.
- Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.

- 18) Installation/Assembly on-site: Where installation/assembly is part of the Services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the Structure(s) are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools etc., that the Structure(s) is/are to be assembled over must also be detailed, along with their peak heights (if applicable).

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A Brand of USA Shade & Fabric Structures, Inc.

- 19) **Site/Use Review by Purchaser:** Company relies on the Purchaser to determine that the Structure(s) ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post. Company can recommend or supply at additional cost, padding for posts from a third party manufacturer.
- 20) **Preparatory Work:** Where installation/assembly is part of the Services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a delay of order notification must be sent to Company at least 4 working days before in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.
- 21) **Delegation: Subcontractors:** The Services and the manufacturing and assembly of the Structures may be performed by subcontractors under appropriate agreements with the Company.
- 22) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the shade Structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any acts of God, strikes, lockouts, slowdowns, wars or shortages in transportation, materials or labor.
- 23) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, Texas by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.
- 24) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including. Without limitation any statements as to the Structures, warranties or Services provided hereunder.
- 25) **No Third-Party Beneficiaries:** This agreement creates no third party rights or obligations between Company and any other person, including any Owner who is not also a purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this Agreement.
- 26) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.
- 27) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and insure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.
- 28) **Materially Increased Costs:** Company reserves the right to implement a surcharge for material increases in raw materials, including but not limited to fuel, steel and concrete. Due to the duration of proposals and contracts, Company reserves the right to implement this surcharge when it determines that raw material cost increases warrant it.

Executed to be effective as of the date executed by the Company:

PURCHASER:

City of Windcrest (Takas Park)

Signature: _____
By: (Print) _____
Title: _____
Date: _____

COMPANY:

USA SHADE & FABRIC STRUCTURES, INC.

Signature: _____
By: (Print) **Dion Botha**
Title: **Senior Regional Manager**
Date: **05-05-12**

NOTE: All purchase orders and contracts should be drafted in the name of USA Shade & Fabric

PROPOSAL

Corporate Mailing Address:
P.O. Box 560168
Dallas, TX 75356-0168
(800) 966-5005



USASHADE
& Fabric Structures, Inc.



Remittance address:
USA Shade & Fabric Structure
Department 41349
P.O. Box 650823
Dallas, TX 75265

A Brand of USA Shade & Fabric Structures, Inc.

Structures, Inc.











City of Windcrest

REQUEST FOR QUALIFICATIONS

for

**Indefinite Delivery, Indefinite Quantity,
Engineering, Planning, Coordination,
and Project Management Services**

Date RFQ was issued: May 22, 2012

Contact Person:

Rafael Castillo, Jr., City Manager
rcastillo@windcrest-tx.gov

Deadline for submission of proposals: June 12, 2012 1:00PM
Late proposals will not be accepted.

Mail or deliver proposal to: CITY OF WINDCREST
Rafael Castillo, Jr.
City Manager
8601 Midcrown
Windcrest, Texas 78239

IDIQ Engineering Planning, Coordination, and Project Management Services

PROJECT INTENT

The City of Windcrest, Texas (City) is requesting proposals for an Engineering firm to provide planning, coordination and project management services on an "as needed" basis for the planning, development, and management of engineering services on various Capital Investment Projects.

PROJECT BACKGROUND

The City of Windcrest is investing in City facilities, real property amenities, and infrastructure to maintain the desirability of the City and enhance property values. The City is currently maintaining and repairing vertical and horizontal infrastructure, and requires services as they relate to the engineering field. In order to make timely, cost effective planning and execution decisions, the City is interested in selecting an experienced engineering firm to provide planning, coordination, and implementation management for City Capital Investment Program projects..

PROJECT SCOPE AND ANTICIPATED SERVICES

The selected firm will be expected to work in partnership with the City of Windcrest staff to perform the following services:

- A. Development, Update, and Administration of an annual \$1 million Capital Investment Program for the construction, renewal, maintenance and repair of City of Windcrest facilities and infrastructure
- B. Project planning and development services and coordination of planning efforts for horizontal and vertical engineering projects (i.e. road infrastructure, utility expansions, forensic analysis, facility expansion/retrofit)
- C. Constructability reviews
- D. Construction contract development and project administration
- E. Feasibility Studies
- F. On site construction observation
- G. Change order management
- H. Value Engineering analysis
- I. Schedule development and monitoring
- J. Solicitation development for design and construction services
- K. Design procurement
- L. Project and Program budget development
- M. Maintenance Engineering and Management consulting

SUBMISSION OF PROPOSALS

Proposals shall be submitted to:

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

Proposals are due by June 12, 2012 1:00PM.

Hard copy proposals shall be delivered to the City and plainly marked "Proposal for IDIQ Engineering Planning, Coordination, and Project Management Services for City of Windcrest" with the name of your firm and address clearly identified.

IDIQ Engineering Planning, Coordination, and Project Management Services

The City of Windcrest reserves the right to reject any or all proposals. The City of Windcrest also reserves the right to exercise its discretion and be the sole judge of the proposal. The City of Windcrest is not liable for any costs incurred by respondents prior to the issuance of a contract and receipt of all necessary approvals.

Provide four (4) hard copies of the proposal along with an electronic copy to be submitted with the name and telephone number of the principal person to be contacted.

Changes, modifications or additions to the Request for Qualifications resulting from any inquiries shall be published by addenda on the City Website. All material submitted becomes the property of the City of Windcrest and will not be returned.

The City reserves the right to short list firms for final evaluation and may require firms to make presentation of their proposal to the City of Windcrest.

All questions shall be directed to Rafael Castillo, Jr., email address: rcastillo@windcrest-tx.gov.

SELECTION OF FIRM

Proposals will be evaluated by the City of Windcrest, who reserves the right to reject any or all proposals received. The City reserves the right to waive non-material deficiencies in any proposal. Proposals will be evaluated based on what is deemed to be in the best interests of the City. Firms responding may be interviewed by the selection committee.

Proposals will be evaluated based on the following criteria:

1. FIRM'S BACKGROUND

- a. Provide a brief history of your firm, including years in business, location of your primary office, and number of employees.
- b. Proximity to and ability to respond to the City of Windcrest.
- c. List the name, title, mailing address, telephone number, facsimile number, and e-mail address of the proposed project manager for this proposal.
- d. Resumes of key personnel showing applicable experience, education, and registrations.
- e. Provide Errors and Omissions Insurance Certificates.
- f. Provide copies of State of Texas firm licenses to provide engineering and architectural services.

2. FIRM'S ABILITY TO PROVIDE CAPITAL INVESTMENT PROGRAM MANAGEMENT SERVICES

- a. Describe the scope of services your company would offer and how your firm would accomplish the work described.
- b. Outline your ability to provide expertise and experience in the areas of Capital Investment Program planning, coordination and project management.
- c. Indicate other services, capabilities, or features that could bring added value to the City of Windcrest
- d. Provide a claims history under the professional malpractice insurance for the past five (5) years for the Prime Firm and any team members proposed to provide services for the City of Windcrest.
- e. Describe your experience managing the oversight of Mechanical, Electrical and Plumbing, civil, geotechnical, transportation, environmental, and structural engineering and building envelope

IDIQ Engineering Planning, Coordination, and Project Management Services

and architectural disciplines.

3. FIRM'S PERFORMANCE ON PAST PROJECTS

- a. List a maximum of ten (10) projects, completed within the past five years, for which you have provided services that include planning, coordination or project management for municipalities. List the projects in most relevant priority order.
 - i. Project Name and description
 - ii. Project duration
 - iii. Project cost
 - iv. Client contact information
- b. Provide Five (5) Client references that include:
 - i. Owner name and/or representative with contact information
 - ii. Length of business relationship
 - iii. Contact information

4. FIRM'S KNOWLEDGE OF BEST PRACTICES

- a. Describe Firm's approach to project management. Identify your firm's process for integrating Client guidelines/standards into project process.
- b. Describe the Firm's approach to maintaining cost, schedule and quality.
- c. Describe the Firm's demonstrated technical competence and management qualifications with public entities.
- d. Describe how the Firm will communicate information to the City.

The respondent's proposal shall not exceed 50 pages.

ADDITIONAL COMMENTS

Any proprietary information submitted for review should be submitted in a separate sealed envelope plainly marked as proprietary information. The City of Windcrest will disclose this information only to those involved in the selection process and as required by law.

In the event additional information is necessary to supplement this RFQ, responses will be given by email to all companies that have advised us of their intention to submit qualifications.

The City will not be responsible for any costs incurred by a firm in preparation of a submission to this RFQ.

If selected, the contract will require the engineer to indemnify the City against all claims arising from the engineer's services and will not require the City to indemnify the engineer. The contract will also provide that the City will own the Instruments of Service and the Work Product of the engineer upon payment for same and may be used by the City for any purpose without the consent of the engineer. The contract between the engineer and the City will be substantially modified from a standard engineering contract.

CONTRACT INFORMATION

The contract has no guaranteed minimum amount of work. The initial contract term shall be twelve (12) months beginning on the 1st day of the month following contract award, with the option for four (4) additional twelve (12) month extensions by mutual agreement of the parties.

LIMITS OF INSURANCE

The insurance requirement should be general liability- \$1,000,000 each occurrence, \$2,000,000 in the aggregate; automobile liability- \$1,000,000; workers' compensation- statutory limits; professional liability-\$2,000,000 each occurrence and \$2,000,000 in the aggregate.