

Tri-County Services Board of Trustees' Meeting

May 24, 2012



Notice is hereby given that a regular meeting of the Board of Trustees of Tri-County Services will be held on Thursday, May 24, 2012. The Business Committee will convene at 9:00 a.m., the Program Committee will convene at 9:30 a.m. and the Board meeting will convene at 10:00 a.m. at 1506 FM 2854, Conroe, Texas. The public is invited to attend and offer comments to the Board of Trustees between 10:00 a.m. and 10:15 a.m.

I. Organizational Items

- A. Chairman Calls Meeting to Order
- B. Public Comment
- C. Quorum

II. Employee Recognition

III. Approve Minutes - April 26, 2012

IV. Executive Director's Report - Cindy Sill

- A. Department of State Health Services
 - 1. Sanction - Appeal Denied
 - 2. Funds Transfer Request (Rider 82)
 - 3. Contracting for Civil Beds Progress Report
 - 4. Senate Health and Human Services Committee Hearing on Rider 71
 - 5. Additional PATH Funds
- B. Department of Aging and Disability Services
 - 1. Target Achievement
 - 2. Reviews
 - 3. Additional TxHmL Slots
- C. Medicaid 1115 Waiver
- D. TX Council MTM Project
- E. ETBHN - Pharmacy and Tele-Psychiatry

V. Chief Financial Officer's Report - Millie McDuffey

- A. FY 2013 Budget
- B. HCS and ICF/MR Cost Reports
- C. Conroe Properties
- D. County Annual Funding Request
- E. Fixed Asset Inventory
- F. Surplus Sale

VI. Program Committee

Information Items

- A. Community Resources Report for April 2012..... Pages 8-9
- B. Consumer Services Report for April 2012..... Pages 10-11
- C. Program Updates for April 2012..... Pages 12-15
- D. Program Presentation - HCS Service Coordination

VII. Executive Committee

Information Items

- A. Personnel Report for April 2012..... Pages 16-17

VIII. Business Committee

Action Items

- A. Approve April 2012 Financial Statements..... *Pages 18-30*
- B. Consider Selection of FY 2012 Auditor..... *Page 31*
- C. Approve Listing Agreements for Properties at 406-B North Washington Avenue and
117 North College Street, Cleveland, Texas..... *Pages 32-50*
- D. Approve Request to the Texas Department of Housing and Community Affairs for
Reservation System Participation..... *Pages 51-52*
- E. Approve Payment of Non-Refundable Option Money to the Property Owner for the
Independence Oaks Project Site..... *Page 53*

Information Items

- F. Board of Trustees' Unit Financial Statement for April 2012..... *Pages 54-55*
- G. Montgomery Supported Housing, Inc. Quarterly Update..... *Page 56*
- H. Cleveland Supported Housing, Inc. Quarterly Update..... *Page 57*

IX. Executive Session in compliance with Texas Government Code Section 551.071, Consultation with Attorney.

Posted By:

Stephanie Eveland
Administrative Assistant

Tri-County Services

P.O. Box 3067
Conroe, TX 77305

BOARD OF TRUSTEES' MEETING

April 26, 2012

Board Members Present:

Len George
David Walker
Brad Browder
Morris Johnson
Cecil McKnight
Janet Qureshi
Sharon Walker

Board Members Absent:

Patti Atkins
Tracy Sorensen

Tri-County Staff Present:

Cindy Sill, Executive Director
Millie McDuffey, Chief Financial Officer
Evan Roberson, Director of Organizational Support
Don Teeler, Director of Operations
Sandy Kelly, Director of Administrative Support
Sami Tuminas, Executive Assistant
Shane Burks, Coordinator of Community Resources
Mervin Cleveland, Staff
David Deaton, Legal Counsel

Guests:

Genelle Edwards, Empowerment Options

Call to Order: Chairman, Len George, called the meeting to order at 10:02 a.m. at 1506 FM 2854, Conroe, TX.

Public Comment: There were no public comments.

Quorum: There being seven (7) members present, a quorum was established.

Resolution #04-12-01

Motion Made By: Cecil McKnight

Seconded By: Sharon Walker, with affirmative votes by Len George, David Walker, Brad Browder, Morris Johnson, and Janet Qureshi that it be...

Resolved:

That the Board excuse the absences of Tracy Sorensen and Patti Atkins.

Cont.

Resolution #04-12-02

Motion Made By: Morris Johnson

Seconded By: Sharon Walker, with affirmative votes by Len George, David Walker, Brad Browder, Cecil McKnight, and Janet Qureshi that it be...

Resolved:

That the Board approve the minutes of the March 22, 2012 meeting of the Board of Trustees.

Executive Director's Report:

The Executive Director's report is on file.

Patti Atkins arrived at 10:09 a.m. which brought the quorum to eight (8) members present.

Chief Financial Officer's Report:

The Chief Financial Officer's report is on file.

PROGRAM COMMITTEE:

The Community Resources Report for March 2012 was reviewed for information purposes only.

The Consumer Services Report for March 2012 was reviewed for information purposes only.

The Program Updates for March 2012 were reviewed for information purposes only.

Program Presentation – The Board of Trustees and Leadership Team received their Annual Update, Corporate Compliance and Cultural Diversity training.

EXECUTIVE COMMITTEE:

The Personnel Report for March 2012 was reviewed for information purposes only.

The Texas Council Quarterly Board meeting verbal update was presented by Morris Johnson.

BUSINESS COMMITTEE:

Resolution #04-12-03

Motion Made By: Morris Johnson

Seconded By: Cecil McKnight, with affirmative votes by Len George, David Walker, Brad Browder, Patti Atkins, Janet Qureshi, and Sharon Walker that it be...

Resolved:

That the Board approve the March 2012 financial statements.

Resolution #04-12-04

Motion Made By: Morris Johnson

Seconded By: Janet Qureshi, with affirmative votes by Len George, David Walker, Brad Browder, Patti Atkins, Cecil McKnight, and Sharon Walker that it be...

Resolved:

That the Board appoint Ms. Barbara Duren as a Director to the Cleveland Supported Housing, Inc. Board for a term expiring January 1, 2013.

Resolution #04-12-05

Motion Made By: Morris Johnson

Seconded By: Patti Atkins, with affirmative votes by Len George, David Walker, Brad Browder, Cecil McKnight, Janet Qureshi, and Sharon Walker that it be...

Resolved:

That the Board approve the recommendation to declare 1998 Ford Windstar as surplus and approve sale to the highest bidder.

Resolution #04-12-06

Motion Made By: Morris Johnson

Seconded By: Cecil McKnight, with affirmative votes by Len George, David Walker, Brad Browder, Patti Atkins, Janet Qureshi, and Sharon Walker that it be...

Resolved:

That the Board approve a surplus sale for miscellaneous furniture and equipment to be held in May 2012.

The Board of Trustees' Unit Financial Statement for March 2012 was reviewed for information purposes only.

The regular meeting of the Board of Trustees recessed at 11:20 a.m. to go into Executive Session in compliance with Texas Government Code Section 551.071, Consultation with Attorney and Section 551.072, Real Property.

The meeting of the Board of Trustees reconvened at 11:33 a.m. to go into regular session.

Resolution #04-12-07

Motion Made By: Morris Johnson

Seconded By: Cecil McKnight, with affirmative votes by Len George, David Walker, Brad Browder, Patti Atkins, Janet Qureshi, and Sharon Walker that it be...

Resolved:

That the Board authorize the Executive Director to list the properties on 507 Bryant Road and 103 North Thompson in Conroe, Texas at the average price per square foot with a local commercial realtor and enter into a listing agreement.

Resolution #04-12-08

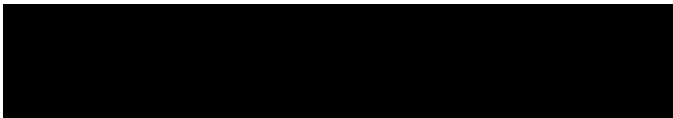
Motion Made By: Morris Johnson

Seconded By: Cecil McKnight, with affirmative votes by Len George, David Walker, Brad Browder, Patti Atkins, Janet Qureshi, and Sharon Walker that it be...

Resolved:

That the April 26, 2012 meeting of the Board of Trustees be adjourned at 11:35 a.m.

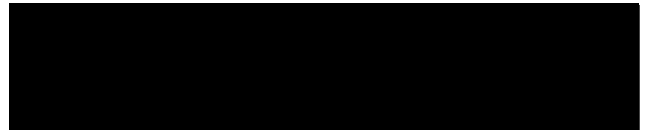
Adjournment:



Len George
Chairman

Date

Attest:



Brad Browder
Secretary

Date

Executive Director's Report
May 24, 2012

Information

- Reminder, there is no Board meeting in June. The next regularly scheduled Board meeting is Thursday, July 26th.
- The annual Board and Leadership Team strategic planning is Saturday, July 28th.

Operations

- Department of State Health Services (DSHS) -- Our appeal of the proposed sanction for late submission of procedures for the new Outpatient Competency Restoration (OCR) program was rejected and we were required to pay a \$3,000 fine. Although we thought our submission was early, DSHS determined that it was late because we failed to request an extension.

On May 14th, we finally received approval for our February 28th request to transfer funds from Crisis Redesign programs to adult outpatient mental health treatment. We will be admitting 100 adults from the waiting list into active treatment with this transfer of funds.

We are still attempting to reach a mutually acceptable agreement with area private psychiatric hospitals that can meet the specifications of DSHS. The last barrier relates to coverage for any physical healthcare that might be required outside the psychiatric hospital. DSHS will not pay for any physical healthcare and leaves any such charges to be negotiated locally.

The Senate Health and Human Services committee had a public hearing to receive testimony regarding the study of the public mental health system. The Public Consulting Group (PCG) is conducting the study and presented the results of their Phase I report. During their testimony, they mentioned East Texas Behavioral Healthcare Network (ETBHN) and recognized that it had achieved many cost savings that could be a potential model other centers. In addition to PCG, Mike Maples, DSHS, Danette Castle and others presented testimony as well.

We were recently notified that we are receiving an additional \$16,000+ for the Projects for Assistance in Transition from Homelessness (PATH). These funds will be very beneficial to those we serve as we had used almost all of the FY 2012 allocation for these services.

- Department of Aging and Disability Services (DADS) -- We continue to make progress toward target achievement for the DADS contract and have served almost 100 individuals towards our target of 120. We expect to achieve the target this summer as several new individuals will receive respite services.

Our staff continue to perform well on annual reviews; the Texas Home Living Waiver (TxHmL) had ZERO deficiencies and consumers and families indicated they are very pleased with our services. The Home and Community Based Services (HCS) program had a few deficiencies and the correction plan has been submitted and accepted.

We recently were notified that an additional ten (10) individuals are receiving TxHmL slots and staff are actively assisting them with their provider selection.

- Medicaid 1115 Transformation Waiver -- The regions have now been established and Montgomery and Walker Counties are in Region 17, anchored by Texas A&M University (TAMU) and Liberty County is in Region 2, anchored by University of Texas at Galveston (UTMB). The respective anchors are conducting the preliminary planning meetings; Walker County met May 22nd, Montgomery County is meeting May 29th and Liberty County is June 15th. We are still not certain what projects will be prioritized, but we believe there will be significant opportunities for behavioral healthcare. Also still uncertain is the amount and/or percentage of DSHS and DADS general revenue that will be available for intergovernmental transfer (IGT). Development of our "incentive" project plan(s) will require a tremendous amount of work in the coming weeks and may require a special meeting of the Board to approve our IGT transfer amount and "incentive" projects.
- The MTM Consulting project advocated by the Texas Council has begun and our team is analyzing our admission processes, including all the steps from 1st call to 1st appointment with the psychiatrist and the times required for these processes. The next step is the "Rapid Cycle Change Team" that

will make changes to our processes to improve efficiencies and bring consumers into services more rapidly. The project should conclude no later than October.

- East Texas Behavioral Healthcare Network (ETBHN) -- The pharmacy continues to expand and attract new center customers; the PCG mentioned the pharmacy specifically in their testimony at the Senate Health and Human Services committee hearing earlier this month. The tele-psychiatry program also is growing within the ETBHN member centers and there is now interest among other centers. ETBHN will have a booth at the annual conference, so drop by and chat with them about these and their other programs.
- We received a \$700 award from the Junior League of North Harris and South Montgomery Counties to purchase program materials for our children's summer MH therapeutic camp. We are anticipating about 100 children and youth in these camps this summer.
- The Texas Council Risk Management Fund (TCRMF) held its annual strategic planning and quarterly Board meeting recently and among the topics discussed was the 1115 Medicaid waiver and its implications for centers' lines of coverage. TCRMF also announced that they anticipate an average 3% increase across all lines of coverage, but individual centers' increase will be based upon their experience. A summary of the meeting is attached for your convenience. Additionally, TCRMF will have their annual breakfast for Trustees at the annual conference on Friday, June 1st.

CHIEF FINANCIAL OFFICER'S REPORT

May 24, 2012

FY 2013 Budget - We have started the FY 2013 budgeting process. We have had budget meetings and trainings with all cost center managers. The first drafts of manager's budgets are due back to me on June 5th. After the cost centers are consolidated, we will review and compare to FY 2012 for any changes in trends. We should be close to final budget numbers by the July Board meeting.

HCS & ICF/MR Cost Reports - The HCS, ICF/MR and Texas Home Living cost reports are in progress. The submission date has changed a few times over the past couple of months, but the new due date is August 6th.

Conroe Properties - We have received the listing agreements from a local commercial realtor. They have been reviewed by David Deaton and returned with changes to the realtor. We should be able to get the listings finalized this week and they will be officially on the market.

County Annual Funding Request - The Walker County Funding request is due on May 31st. As we did with the Montgomery County, we will be asking for an increase to be used as match for the increasing DSHS funds that we have received over the past couple of fiscal years. As a part of the requirements when these funds are received, Tri-County must have local match in the amount of 9% in order to maximize the DSHS funds.

Fixed Asset Inventory - We have started our FY 2012 Fixed Asset Inventory. Every two years, we are required to do a complete count of all fixed assets. Staff is required to inventory their own areas and submit to our Cost Accountant a completed count sheet. After the initial forms have been received, we will identify any problem areas that have discrepancies from the last complete count and make visits to each location as needed. This will all be completed prior to the end of the fiscal year.

Surplus Sale - We have set June 8th as the date for the Conroe surplus sale. In preparation for the surplus sale, we had a spring cleaning day where all locations were required to clean out closets and transfer all excess furniture and equipment to the surplus area. Advertising for surplus sale will be in the local area newspapers.

Agenda Item: Community Resources Report for April 2012 Committee: Program	Board Meeting Date May 24, 2012
Background Information: None	
Supporting Documentation: Community Resources Report for April 2012	
Recommended Action: For Information Only	

Community Resources Report

Volunteer Hours:

Location	April
Conroe	59
Cleveland	7
Liberty	12
Huntsville	15
Total	93

COMMUNITY ACTIVITIES:

4/27/12	Women of Distinction Luncheon	The Woodlands
5/1/12	Montgomery County United Way Well Being Council Meeting	The Woodlands
5/2/12	Liberty County Community Resource Coordination Group	Dayton
5/3/12	Walker County Community Resource Coordination Group	Huntsville
5/3/12	Cleveland Chamber of Commerce Luncheon	Cleveland
5/4/12	Montgomery County Hospital District 5 th Annual Provider Appreciation & Training Seminar	The Woodlands
5/8/12	Junior League Award Dinner	The Woodlands
5/8/12	Montgomery County Managed Assigned Counsel Board Meeting	Conroe
5/9/12	Montgomery County United Way Funded Partners Meeting	New Caney
5/10/12	Walker County Chamber of Commerce Breakfast	Huntsville
5/15/12	Montgomery County Community Resource Coordination Group	Conroe
5/15/12	Montgomery County United Way Disaster Recovery Taskforce	The Woodlands
5/15/12	Montgomery County Forensic Hospital Advisory Board Meeting	Conroe
5/15/12	Huntsville Leadership Institute Healthcare Session	Huntsville
5/16/12	Montgomery County Homeless Coalition General & Board Meeting	Conroe
5/16/12	Leadership Montgomery County Graduation Luncheon	Conroe
5/16/12	Liberty/Dayton Chamber of Commerce Luncheon	Liberty
5/17/12	Adult Protective Services Task Force Meeting	Conroe
5/17/12	Mental Health Awareness Celebration	Liberty
5/17/12	Outpatient Competency Restoration Coordination Meeting	Conroe
5/17/12	Montgomery County Health Information Exchange Board Meeting	The Woodlands
5/24/12	The Woodlands Church Job Fair	The Woodlands

UPCOMING ACTIVITIES:

6/5/12	Montgomery County Managed Assigned Counsel Board Meeting	Conroe
6/6/12	Liberty County Community Resource Coordination Group	Dayton
6/7/12	Walker County Community Resource Coordination Group	Huntsville
6/7/12	Cleveland Chamber of Commerce Luncheon	Cleveland
6/17/12	Adult Protective Services Task Force Meeting	Conroe
6/19/12	Montgomery County Forensic Hospital Advisory Board Meeting	Conroe
6/19/12	Montgomery County United Way Disaster Recovery Taskforce	The Woodlands
6/19/12	Montgomery County Community Resource Coordination Group	Conroe
6/20/12	Texas Latino Leadership Roundtable	The Woodlands

Agenda Item: Consumer Services Report for April 2012 Committee: Program	Board Meeting Date May 24, 2012
Background Information: None	
Supporting Documentation: Consumer Services Report for April 2012	
Recommended Action: For Information Only	

CONSUMER SERVICES REPORT
April 2012

Crisis Services, MH Adults/Children	MONTGOMERY COUNTY	CLEVELAND	LIBERTY	WALKER COUNTY	TOTAL
Persons Screened, Intakes, Other Crisis Services	489	39	21	61	610
Crisis and Transitional Services (SP 0, SP5)	62	3	4	4	73
Psychiatric Emergency Treatment Center (PETC) Served	52	3	2	6	63
Psychiatric Emergency Treatment Center (PETC) bed days	242	5	12	25	284
Total Contract Hospital Admissions	13	0	0	1	14
Total State Hospital Admissions	15	1	0	1	17
Routine Services, MH Adults/Children					
Adult Service Packages (SP 1-4)	739	88	74	104	1005
Adult Medication Services	610	64	53	88	815
Child Service Packages (SP 1.1-4)	293	12	4	43	352
Child Medication Services	175	7	3	16	201
TCOOMMI (Adult Only)	86	8	3	12	109
Adult Jail Diversion Services	11	0	0	0	11
Juvenile Detention Diversion Services	3	0	0	0	3
Persons Served by Program, IDD					
Number of New Enrollments for IDD Services	3	0	0	1	4
Service Coordination	410	28	40	46	524
Persons Enrolled in Programs, IDD					
Center Waiver Services (HCS, Supervised Living, TXHmL)	55	7	25	24	111
Contractor Provided ICF-MR	17	12	12	6	47
Substance Abuse Services					
Children and Youth Prevention Services	248	0	0	0	248
Youth Substance Abuse Treatment Services/COPSD	7	0	0	1	8
Adult Substance Abuse Treatment Services/COPSD	26	0	0	1	27
Waiting/Interest Lists as of Month End					
Department of State Health Services-Adults	233	26	39	7	305
Department of State Health Services-Children	19	1	1	2	23
Home and Community Based Services Interest List	1148	94	96	100	1438
Persons Served Outside of the State Contracts					
Benefit Package 3 Adult/Child	41	11	8	5	65
April Served by County					
Adult Mental Health Services	1190	128	94	168	1580
Child Mental Health Services	337	13	4	53	407
Intellectual and Developmental Disabilities Services	475	46	53	57	631
Total Served by County	2002	187	151	278	2618
March Served by County					
Adult Mental Health Services	1181	122	94	154	1551
Child Mental Health Services	343	17	4	45	409
Intellectual and Developmental Disabilities Services	457	42	49	60	608
Total Served by County	1981	181	147	259	2568
February Served by County					
Adult Mental Health Services	1165	126	96	179	1566
Child Mental Health Services	328	11	9	42	390
Intellectual and Developmental Disabilities Services	450	45	56	55	606
Total Served by County	1943	182	161	276	2562

Agenda Item: Program Updates for April 2012 Committee: Program	Board Meeting Date May 24, 2012
Background Information: None	
Supporting Documentation: Program Updates for April 2012	
Recommended Action: For Information Only	

Program Updates

April 2012

MH Crisis and Admission Services

- A. Key Statistics:
 - 1. Number of new admissions during the month: 115
 - 2. PETC average daily census: 10.86
- B. Program Comments:
 - 1. We are negotiating with Harris County Inpatient hospitals to provide longer term inpatient hospital beds and as an alternative to Rusk State Hospital.
 - 2. We have been at capacity on numerous days at the PETC during April.

MH Adult Services

- A. Key Statistics:
 - 1. Number of adults served during the month: 1580
 - 2. Number of adults served in Medication Services: 815
- B. Program Comments:
 - 1. We are expanding site based rehabilitation services to the rural clinic locations.
 - 2. We have two new managers in our Adult Rehabilitation services.
 - 3. We are implementing a new system of Supported Employment and Supported Housing to our consumers that we anticipate being more effective.

MH Child Services

- A. Key Statistics:
 - 1. Number of children served during the month: 407
 - 2. Number of children served in Medication Services: 201
 - 3. We served 3 juveniles in Detention Diversion slots and served a total of 30 juveniles from probation in our MH Child Services.
- B. Program Comments:
 - 1. We continue to plan for the summer day treatment program and have been conducting many interviews for positions in that program.
 - 2. We are recruiting to replace a mid management position in this program and anticipate filling that position in May.
 - 3. We have been recruiting for a new Family Partner position which is an important part of DSHS contract requirements.

Criminal Justice Services

- A. Key Statistics:
 - 1. Number of adults served through Texas Office on Offenders with Medical and Mental Impairments (TCOOMMI): 101 (109 enrolled minus 8 incarcerated)
 - 2. Number of jail diversions: 5
- B. Program Comments:
 - 1. The Outpatient Competency Restoration (OCR) Program is off to a fast start with several clients under consideration for admission.
 - 2. We have negotiated with TCOOMMI to modify our state contract for end of the year budget adjustments.
 - 3. We had a significant increase in parole referrals from Huntsville in April.

Substance Abuse Services

- A. Key Statistics:
 - 1. Number of children served in prevention services: 248
 - 2. Number of adults served in substance abuse/COPSD treatment services:
 - a. Substance Abuse Outpatient = 27
 - b. COPSD = 10
 - c. Total unique clients served = 27
 - 3. Number of children served in substance abuse treatment services: 8
- B. Program Comments:
 - 1. The Program Manager for Youth Services Treatment resigned in April and we are reassigning position duties as we evaluate program adjustments.
 - 2. Our Walker County Substance Abuse Services has not generated the number of referrals anticipated and we are evaluating the appropriate adjustments.
 - 3. There was about \$5000 de-obligated from our DSHS funding due to fewer persons served in COPSD then expected.

IDD Services

- A. Key Statistics:
 - 1. Total number of admissions for the month: 4
 - 2. Total number enrolled in the Home and Community Based Services (HCS) and Texas Home Living (TxHmL) Provider Services for the month: HCS 70, TxHmL 41; Served within department: HCS 59, TxHmL 22
 - 3. Total number served in all IDD services for the month: 613
- B. Program Comments:
 - 1. Texas Home Living has been offered to 10 individuals as part of the interest list reduction.
 - 2. There have been a large number of transfers between HCS providers this month.
 - 3. We opened our new HCS Supported Living House in Huntsville so our clients could relocate closer to the Walker County Life Skills Program.

Support Information

- A. **Training:** A Computer Competency test has been created and uploaded into Tri-County's computer-based training software.
- B. **Information Services:** The Information Services Department recently hired two part-time Hardware/Software technicians who are receiving on-the-job training for their positions.
- C. **Grants:** The Mental Health Children's SOAR Into Summer Camp Program received \$700 from the Junior League of North Harris and South Montgomery Counties, Inc. for the purchase of activity and food storage items.

Community Activities

- A. The "May is Mental Health Month" Proclamation for Walker County and Montgomery County was held on May 14 at the respective courthouses.
- B. The "May is Mental Health Month" Proclamation for Liberty County was held on May 22 at the Liberty County Courthouse.
- C. The Woodlands Church Career Fair is being held on May 24, which staff will attend to represent Tri-County.

Agenda Item: Personnel Report for April 2012 Committee: Executive	Board Meeting Date May 24, 2012
Background Information: None	
Supporting Documentation: Personnel Report for April 2012	
Recommended Action: For Information Only	

TRI-COUNTY SERVICES PERSONNEL BOARD REPORT APRIL 2012

STAFF CLASSIFICATIONS	NEW HIRES		SEPARATED		VOLUNTARY SEPARATION		INVOLUNTARY SEPARATION		BUDGETED POSITIONS	FILLED POSITIONS	MONTHLY TURNOVER PERCENT	YEARLY TURNOVER PERCENT
	MO.	YTD.	MO.	YTD.	MO.	YTD.	MO.	YTD.				
Bachelor's												
Qualified Mental Health Professionals	3	19	3	15	3	11		4	77	70	4%	21%
Qualified Developmental Disability Professionals (State Title)		4		3		3			12	12	0%	25%
Licensed Staff		4	1	3	1	2		1	16	13	8%	23%
Medical												
Physicians	1	3	1	2	1	2			6	5	20%	40%
Advanced Practice Nurses									2	2	0%	0%
RN's		1	1	2			1	2	11	8	13%	25%
LVN's		2		1		1			11	8	0%	13%
Techs/Aides												
MH		3	2	6	2	5		1	15	9	22%	67%
IDD	1	9	1	10		8	1	2	39	33	3%	30%
Supervisor/Manager												
MH				1		1			13	13	0%	8%
IDD									6	6	0%	0%
Program Support	1	5		3		1		2	41	39	0%	8%
Central Administration	2	4		2		2			17	17	0%	12%
Business Services									15	15	0%	0%
Maintenance/Janitorial/Lawn	1	1		1		1			21	19	0%	5%
GRAND TOTALS	9	55	9	49	7	37	2	12	302	269	3%	18%
Previous YTD											2%	15%

Agenda Item: Approve April 2012 Financial Statements Committee: Business	Board Meeting Date May 24, 2012
Background Information: None	
Supporting Documentation: April 2012 Financial Statements	
Recommended Action: Approve April 2012 Financial Statements	

April 2012 Financial Summary

Revenues for April 2012 were \$1,896,829 and operating expenses were \$1,838,267 resulting in a gain in operations of \$58,561. Capital Expenditures and Extraordinary Expenses for April were \$39,919 resulting in a gain of \$18,643. Total revenues were 96.65% of the monthly budgeted revenues and total expenses were 105.86% of the monthly budgeted expenses.

Year to date revenues are \$14,806,092 and operating expenses are \$14,136,739 leaving excess operating revenues of \$669,353. YTD Capital Expenditures and Extraordinary Expenses are \$304,902 resulting in a gain YTD of \$364,451. Total revenues are 100.02% of the YTD budgeted revenues and total expenses are 97.53% of the YTD budgeted expenses.

REVENUES

YTD Revenue items that are below the budget by more than \$10,000:

Revenue Source	YTD Revenue	YTD Budget	% of Budget	\$ Variance
ICF Program - Title XIX	1,777,727	1,812,264	98.10%	34,537
DSHS Gen Rev - NGM	415,330	471,427	88.10%	56,097

ICF Program – This program is a cost reimbursement program. We are under budget in this line item mainly due to the aging population of our clients in this program, which have had numerous long-term hospitalizations, and due to some vacancies that we have had over this fiscal year.

DSHS Gen Rev – NGM – This line item reflects the reimbursement of the cost of New Generation Medication. As we have seen over the past couple of years, our expenses for all medications have continued to decrease due to the patient assistant programs that pay for medications for our consumers. As allowed by our DSHS contract, we have identified other direct services where the lapsed funds can be used. Therefore, we should see this variance decrease over the remaining part of the fiscal year.

EXPENSES

YTD Individual line expense items that exceed the YTD budget by more than \$10,000:

Expense Source	YTD Expenses	YTD Budget	% of Budget	\$ Variance
No items to report				

TRI-COUNTY SERVICES
CONSOLIDATED BALANCE SHEET
As of April 30, 2012

	TOTALS COMBINED FUNDS April 2012	TOTALS COMBINED FUNDS March 2012	Increase (Decrease)
ASSETS			
CURRENT ASSETS			
Imprest Cash Funds	4,817	4,616	201
Cash on Deposit-General Fund	7,258,825	7,920,852	(662,027)
Cash on Deposit-Debt Fund	319,193	245,598	73,595
Accounts Receivable	1,628,766	1,699,594	(70,828)
Inventory	36,137	36,573	(437)
TOTAL CURRENT ASSETS	9,247,738	9,907,234	(659,496)
FIXED ASSETS	6,386,044	6,386,044	-
OTHER ASSETS	25,117	34,397	(9,280)
TOTAL ASSETS	15,658,900	16,327,676	(668,776)
LIABILITIES, DEFERRED REVENUE, FUND BALANCES			
CURRENT LIABILITIES	1,296,629	1,118,891	177,738
NOTES PAYABLE	417,673	417,673	-
DEFERRED REVENUE	1,648,232	2,519,556	(871,324)
LONG-TERM LIABILITIES FOR			
Line of Credit - Tradition Bank	1,482,700	1,525,880	(43,180)
Bond Series 2004	820,000	820,000	-
EXCESS(DEFICIENCY) OF REVENUES OVER EXPENSES FOR			
General Fund	364,451	345,809	18,643
Debt Service Fund	-	-	-
FUND EQUITY			
RESTRICTED			
Net Assets Reserved for Debt Service	(2,716,572)	(2,759,752)	43,180
Reserved for Debt Retirement	1,230,000	1,230,000	-
Reserved for Debt Service	-	-	-
COMMITTED			
Net Assets-Property and Equipment	6,386,044	6,386,044	-
Reserved for Board Policy Requirements	879,405	879,405	-
Reserved for Equipment Reserve	354,290	354,290	-
Reserved for Inventory Reserve	32,973	32,973	-
Reserved for Operations and Programs	2,000,000	2,000,000	-
ASSIGNED			
Reserved for Workers' Compensation	274,409	274,409	-
Reserved for Current Year Budgeted Reserve	49,331	43,164	6,167
Reserved for Insurance Deductibles	100,000	100,000	-
UNASSIGNED			
Unrestricted and Undesignated	1,039,334	1,039,334	-
TOTAL LIABILITIES/FUND BALANCE	15,658,900	16,327,676	(668,776)

TRI-COUNTY SERVICES
CONSOLIDATED BALANCE SHEET
As of April 30, 2012

		TOTALS	
		Memorandum Only	
	General Operating Funds	April 2012	FINAL August 2011
ASSETS			
CURRENT ASSETS			
Imprest Cash Funds	4,817	4,817	3,925
Cash on Deposit-General Fund	7,258,825	7,258,825	5,556,400
Cash on Deposit-Debt Fund	319,193	319,193	474,276
Accounts Receivable	1,628,766	1,628,766	1,468,854
Inventory	36,137	36,137	33,893
TOTAL CURRENT ASSETS	9,247,738	9,247,738	7,537,348
FIXED ASSETS	6,386,044	6,386,044	6,386,044
OTHER ASSETS	25,117	25,117	36,364
AMOUNT TO BE PROVIDED FOR THE RETIREMENT OF LONG TERM DEBT		-	1,647,673
TOTAL ASSETS	15,658,900	15,658,900	15,607,427
LIABILITIES, DEFERRED REVENUE, FUND BALANCES			
CURRENT LIABILITIES	1,296,629	1,296,629	1,081,898
NOTES PAYABLE	417,673	417,673	417,673
DEFERRED REVENUE	1,648,232	1,648,232	107,127
LONG-TERM LIABILITIES FOR			
Line of Credit - Tradition Bank	1,482,700	1,482,700	1,652,992
Bond Series 2004	820,000	820,000	1,230,000
EXCESS(DEFICIENCY) OF REVENUES OVER EXPENSES FOR			
General Fund	364,451	364,451	860,675
Debt Service Fund	-	-	(3,229)
FUND EQUITY			
RESTRICTED			
Net Assets Reserved for Debt service-Restricted	(2,716,572)	(2,716,572)	(1,652,992)
Reserved for Debt Retirement	1,230,000	1,230,000	1,230,000
Reserved for Debt Service	-	-	477,505
COMMITTED			
Net Assets-Property and Equipment-Committed	6,386,044	6,386,044	6,386,044
Reserved for Board Policy Requirements-Committed	879,405	879,405	879,405
Reserved for Equipment Reserve-Committed	354,290	354,290	354,290
Reserved for Inventory Reserve-Committed	32,973	32,973	32,973
Reserved for Operations and Programs -Committed	2,000,000	2,000,000	2,000,000
ASSIGNED			
Reserved for Workers' Compensation-Assigned	274,409	274,409	274,409
Reserved for Current Year Budgeted Reserve -Assigned	49,331	49,331	-
Reserved for Insurance Deductibles-Assigned	100,000	100,000	-
UNASSIGNED			
Unrestricted and Undesignated	1,039,334	1,039,334	278,658
TOTAL LIABILITIES/FUND BALANCE	15,658,900	15,658,900	15,607,427

TRI-COUNTY SERVICES
Revenue and Expense Summary
For the Month Ended April 2012
and YTD as of April 2012

INCOME:	MONTH OF April 2012	YTD April 2012
Local Revenue Sources	130,323	1,234,711
Earned Income	819,148	6,207,194
General Revenue-Contract	947,357	7,364,187
TOTAL INCOME	1,896,829	14,806,092
EXPENSES:		
Salaries	957,309	7,438,880
Employee Benefits	182,880	1,493,504
Medication Expense	31,706	184,662
Travel-Board/Staff	36,007	233,714
Building Rent/Maintenance	33,637	185,082
Consultants/Contracts	417,503	3,079,367
Other Operating Expenses	179,226	1,521,530
TOTAL EXPENSES	1,838,267	14,136,739
Excess(Deficiency) of Revenues over Expenses before Capital Expenditures	58,561	669,353
CAPITAL EXPENDITURES		
Capital Outlay-FF&E, Automobiles, Building	4,321	11,722
Capital Outlay-Debt Service Bonds	35,598	293,180
TOTAL CAPITAL EXPENDITURES	39,919	304,902
GRAND TOTAL EXPENDITURES	1,878,186	14,441,641
Excess (Deficiency) of Revenues and Expenses	18,643	364,451

TRI-COUNTY SERVICES
Revenue and Expense Summary
Compared to Budgeted
Year to Date as of April 2012

	YTD April 2012	APPROVED BUDGET	Increase (Decrease)
INCOME:			
Local Revenue Sources	1,234,711	1,145,148	89,563
Earned Income	6,207,194	6,241,547	(34,353)
General Revenue-Contract	7,364,187	7,417,333	(53,146)
TOTAL INCOME	14,806,092	14,804,028	2,064
EXPENSES:			
Salaries	7,438,880	7,500,360	(61,480)
Employee Benefits	1,493,504	1,549,195	(55,691)
Medication Expense	184,662	224,593	(39,931)
Travel-Board/Staff	233,714	255,632	(21,918)
Building Rent/Maintenance	185,082	181,711	3,371
Consultants/Contracts	3,079,367	3,142,632	(63,265)
Other Operating Expenses	1,521,530	1,640,361	(118,831)
TOTAL EXPENSES	14,136,739	14,494,484	(357,745)
Excess(Deficiency) of Revenues over Expenses before Capital Expenditures	669,353	309,544	359,809
CAPITAL EXPENDITURES			
Capital Outlay-FF&E, Automobiles	11,722	17,844	(6,122)
Capital Outlay-Debt Service Bonds	293,180	295,158	(1,978)
TOTAL CAPITAL EXPENDITURES	304,902	313,002	(8,100)
GRAND TOTAL EXPENDITURES	14,441,641	14,807,486	(365,845)
Excess (Deficiency) of Revenues and Expenses	364,451	(3,458)	367,909

Debt Service and Fixed Asset Fund:

Bond Payments Receipts	293,180	295,158	(1,978)
Bond Payments Disbursements		-	-
Interest Income			
Excess(Deficiency) of revenues over Expense:	293,180	295,158	(1,978)

TRI-COUNTY SERVICES
Revenue and Expense Summary
Compared to Budget
For the Month Ended April 2012

INCOME:	MONTH OF April 2012	APPROVED BUDGET	Increase (Decrease)
Local Revenue Sources	130,323	132,790	(2,467)
Earned Income	819,148	874,560	(55,412)
General Revenue-Contract	947,357	955,364	(8,007)
TOTAL INCOME	1,896,829	1,962,714	(65,885)
EXPENSES:			
Salaries	957,309	945,382	11,927
Employee Benefits	182,880	182,357	523
Medication Expense	31,706	22,799	8,907
Travel-Board/Staff	36,007	32,943	3,064
Building Rent/Maintenance	33,637	34,901	(1,264)
Consultants/Contracts	417,503	348,364	69,139
Other Operating Expenses	179,226	169,357	9,869
TOTAL EXPENSES	1,838,267	1,736,103	102,164
Excess(Deficiency) of Revenues over Expenses before Capital Expenditures	58,561	226,611	(168,050)
CAPITAL EXPENDITURES			
Capital Outlay-FF&E, Automobiles	4,321	1,163	3,158
Capital Outlay-Debt Service Bonds	35,598	37,097	(1,500)
TOTAL CAPITAL EXPENDITURES	39,919	38,260	1,659
GRAND TOTAL EXPENDITURES	1,878,186	1,774,363	103,823
Excess (Deficiency) of Revenues and Expenses	18,643	188,351	(169,708)

Debt Service and Fixed Asset Fund:

Bond Payments Receipts	35,598	37,097	(1,500)
Bond Payments Disbursements		-	-
Interest Income			
Excess(Deficiency) of revenues over Expenses	35,598	37,097	(1,500)

TRI-COUNTY SERVICES
Revenue and Expense Summary
With April 2011 Comparative Data
Year to Date as of April 2012

INCOME:	YTD April 2012	YTD April 2011	Increase (Decrease)
Local Revenue Sources	1,234,711	2,414,024	(1,179,313)
Earned Income	6,207,194	6,689,843	(482,649)
General Revenue-Contract	7,364,187	7,832,732	(468,545)
TOTAL INCOME	14,806,092	16,936,599	(2,130,507)
EXPENSES:			
Salaries	7,438,880	7,887,082	(448,202)
Employee Benefits	1,493,504	1,651,735	(158,231)
Medication Expense	184,662	287,021	(102,359)
Travel-Board/Staff	233,714	244,580	(10,866)
Building Rent/Maintenance	185,082	153,082	32,000
Consultants/Contracts	3,079,367	3,125,447	(46,080)
Other Operating Expenses	1,521,530	1,529,418	(7,888)
TOTAL EXPENSES	14,136,739	14,878,365	(741,626)
Excess(Deficiency) of Revenues over Expenses before Capital Expenditures	669,353	2,058,234	(1,388,881)
CAPITAL EXPENDITURES			
Capital Outlay-FF&E, Automobiles	11,722	1,513,707	(1,501,985)
Capital Outlay-Debt Service Bonds	293,180	305,786	(12,606)
TOTAL CAPITAL EXPENDITURES	304,902	1,819,493	(1,514,591)
GRAND TOTAL EXPENDITURES	14,441,641	16,697,858	(2,256,217)
Excess (Deficiency) of Revenues and Expenses	364,451	238,741	125,710

Debt Service and Fixed Asset Fund:

Bond Payments Receipts	293,180	305,786	(12,606)
Bond Payments Disbursements			-
Interest Income			-
Excess(Deficiency) of revenues over Expenses	293,180	305,786	(12,606)

TRI-COUNTY SERVICES
Revenue and Expense Summary
With April 2011 Comparative Data
For the Month April 2012

INCOME:	MONTH OF April 2012	MONTH OF April 2011	Increase (Decrease)
Local Revenue Sources	130,323	368,963	(238,640)
Earned Income	819,148	823,877	(4,729)
General Revenue-Contract	947,357	1,049,845	(102,488)
TOTAL INCOME	1,896,829	2,242,685	(345,856)
EXPENSES:			
Salaries	957,309	1,033,374	(76,065)
Employee Benefits	182,880	203,527	(20,647)
Medication Expense	31,706	31,375	331
Travel-Board/Staff	36,007	29,673	6,334
Building Rent/Maintenance	33,637	17,686	15,951
Consultants/Contracts	417,503	374,404	43,099
Other Operating Expenses	179,226	216,191	(36,965)
TOTAL EXPENSES	1,838,267	1,906,230	(67,963)
Excess(Deficiency) of Revenues over Expenses before Capital Expenditures	58,561	336,455	(277,894)
CAPITAL EXPENDITURES			
Capital Outlay-FF&E, Automobiles	4,321	255,301	(250,980)
Capital Outlay-Debt Service Bonds	35,598	38,113	(2,516)
TOTAL CAPITAL EXPENDITURES	39,919	293,414	(253,495)
GRAND TOTAL EXPENDITURES	1,878,186	2,199,644	(321,458)
Excess (Deficiency) of Revenues and Expenses	18,643	43,041	(24,398)

Debt Service and Fixed Asset Fund:			
Bond Payments Receipts	35,598	38,113	(2,516)
Bond Payments Disbursements			-
Interest Income			-
Excess(Deficiency) of revenues over Expenses	35,598	38,113	(2,516)

TRI-COUNTY SERVICES
Revenue and Expense Summary
With April 2012 Comparative Data
As of March 2012

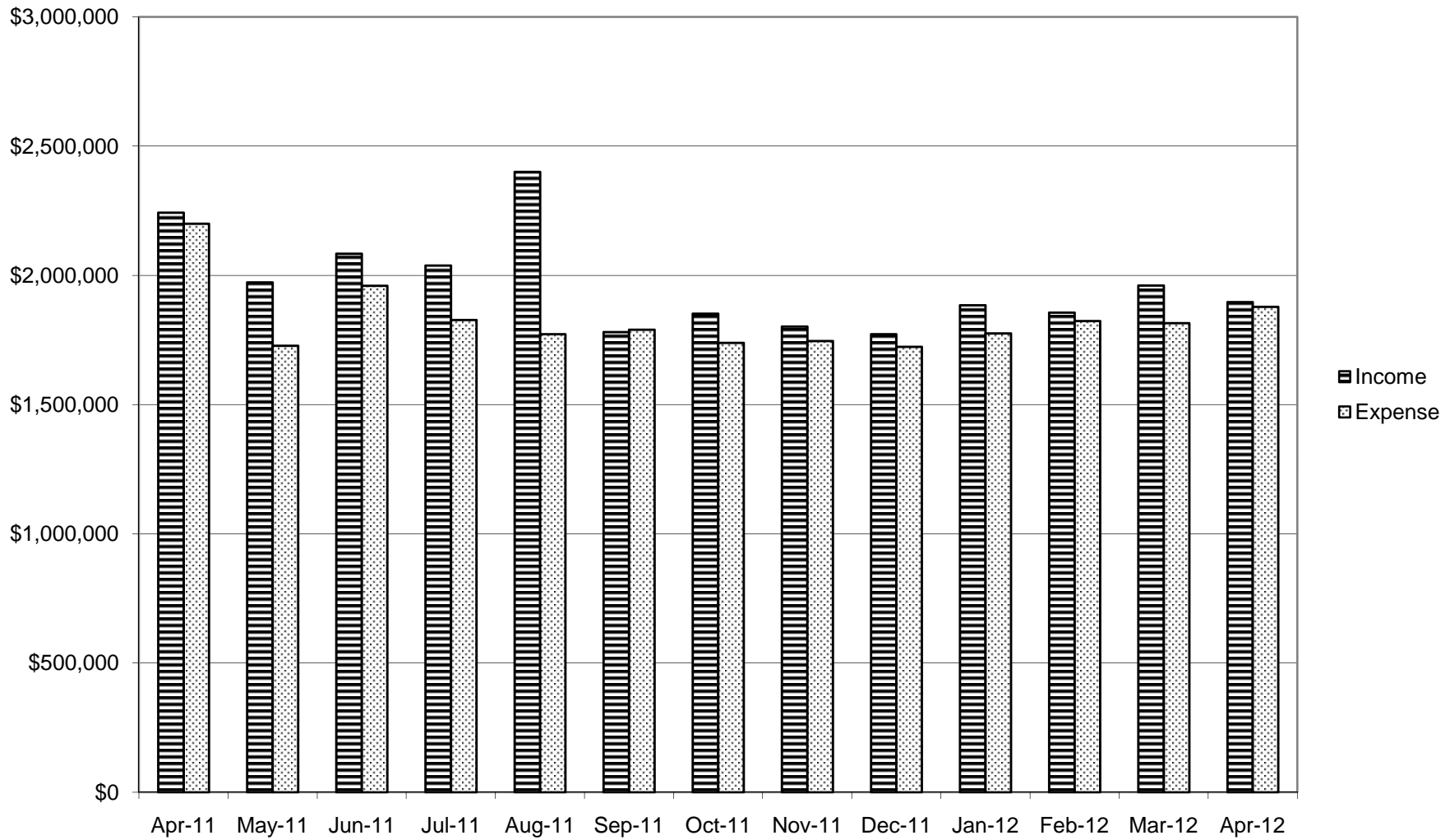
INCOME:	MONTH OF April 2012	MONTH OF March 2012	Increase (Decrease)
Local Revenue Sources	130,323	217,054	(86,731)
Earned Income	819,148	817,083	2,066
General Revenue-Contract	947,357	926,379	20,977
TOTAL INCOME	1,896,829	1,960,516	(63,687)
EXPENSES:			
Salaries	957,309	915,726	41,583
Employee Benefits	182,880	226,443	(43,563)
Medication Expense	31,706	17,147	14,559
Travel-Board/Staff	36,007	27,553	8,454
Building Rent/Maintenance	33,637	34,432	(795)
Consultants/Contracts	417,503	366,449	51,054
Other Operating Expenses	179,226	189,769	(10,544)
TOTAL EXPENSES	1,838,267	1,777,519	60,748
Excess(Deficiency) of Revenues over Expenses before Capital Expenditures	58,561	182,997	(124,435)
CAPITAL EXPENDITURES			
Capital Outlay-FF&E, Automobiles	4,321	1,449	2,872
Capital Outlay-Debt Service Bonds	35,598	36,798	(1,200)
TOTAL CAPITAL EXPENDITURES	39,919	38,247	1,672
GRAND TOTAL EXPENDITURES	1,878,186	1,815,766	62,420
Excess (Deficiency) of Revenues and Expenses	18,643	144,750	(126,108)

Debt Service and Fixed Asset Fund:			
Bond Payments Receipts	35,598	36,798	(1,200)
Bond Payments Disbursements			-
Interest Income			
Excess(Deficiency) of revenues over Expenses	35,598	36,798	(1,200)

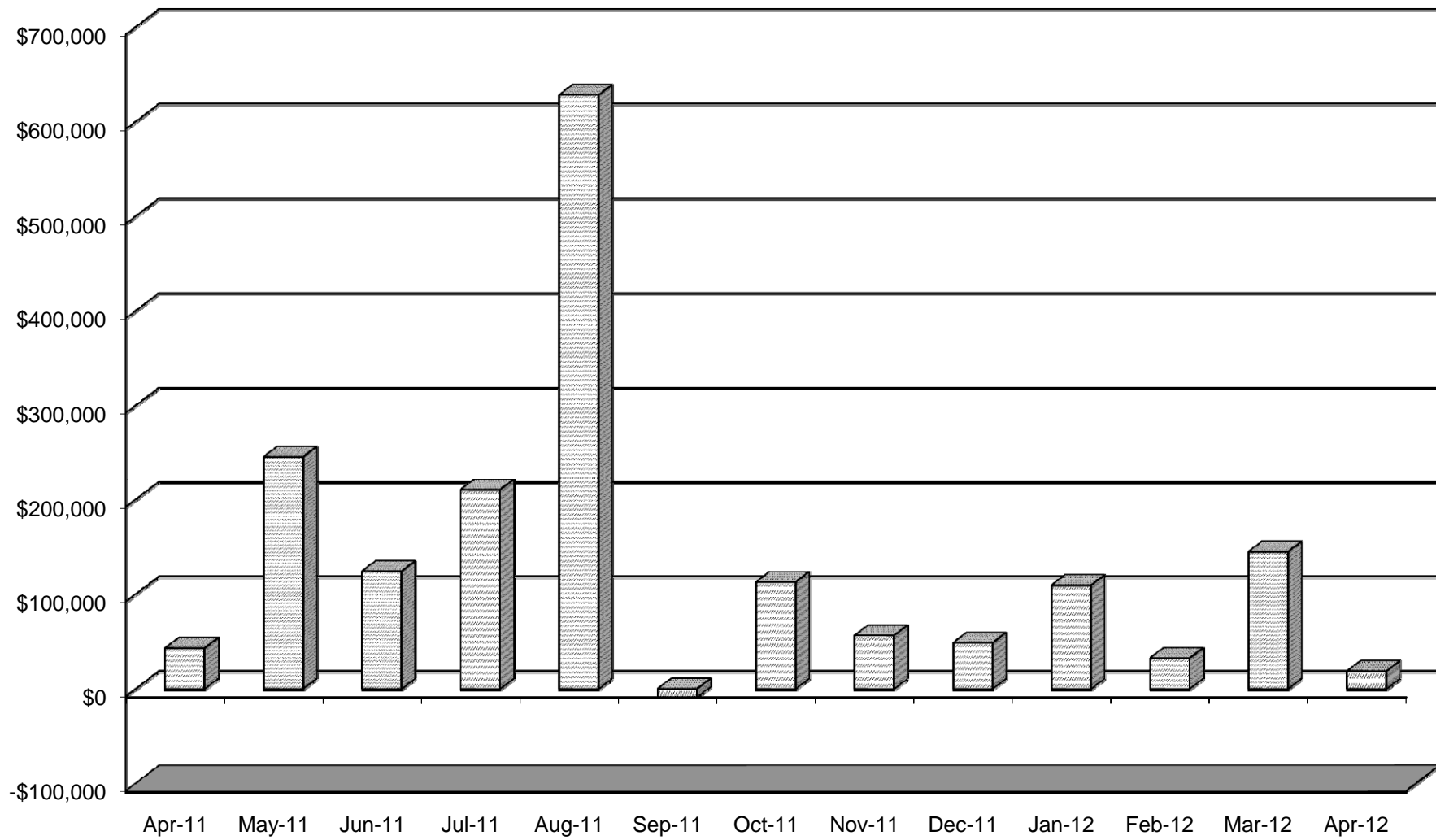
TRI-COUNTY SERVICES
Revenue and Expense Summary by Service Type
Compared to Budget
As of YTD Ended April 2012

	YTD Mental Health April 2012	YTD IDD April 2012	YTD Other Services April 2012	YTD Agency Total April 2012	YTD Approved Budget April 2012	Increase (Decrease)
INCOME:						
Local Revenue Sources	964,031	91,753	178,927	1,234,711	1,145,148	89,563
Earned Income	1,461,555	3,971,297	774,341	6,207,194	6,241,547	(34,353)
General Revenue-Contract	6,554,984	809,203	-	7,364,187	7,417,333	(53,146)
TOTAL INCOME	8,980,570	4,872,253	953,268	14,806,092	14,804,028	2,064
EXPENSES:						
Salaries	5,392,881	1,435,911	610,089	7,438,880	7,500,360	(61,480)
Employee Benefits	1,062,438	309,355	121,710	1,493,504	1,549,195	(55,691)
Medication Expense	174,587	-	10,075	184,662	224,593	(39,931)
Travel-Board/Staff	147,169	63,618	22,928	233,714	255,632	(21,918)
Building Rent/Maintenance	122,750	49,290	13,042	185,082	181,711	3,371
Consultants/Contracts	558,676	2,459,464	61,227	3,079,367	3,142,632	(63,265)
Other Operating Expenses	999,116	337,435	184,978	1,521,530	1,640,361	(118,831)
TOTAL EXPENSES	8,457,617	4,655,073	1,024,049	14,136,739	14,494,484	(357,745)
Excess(Deficiency) of Revenues over Expenses before Capital Expenditures	522,953	217,180	(70,781)	669,353	309,544	359,809
CAPITAL EXPENDITURES						
Capital Outlay-FF&E, Automobiles	9,501	1,628	592	11,722	17,844	(6,122)
Capital Outlay-Debt Service Bonds	184,037	78,667	30,476	293,180	295,158	(1,978)
TOTAL CAPITAL EXPENDITURES	193,538	80,295	31,068	304,901	313,002	(8,100)
GRAND TOTAL EXPENDITURES	8,651,155	4,735,368	1,055,117	14,441,640	14,807,486	(365,845)
Excess (Deficiency) of Revenues and Expenses	329,415	136,885	(101,849)	364,451	(3,458)	367,909
Debt Service and Fixed Asset Fund:						
Bond Payments Receipts	184,037	78,667	30,476	293,180	295,158	(111,121)
Bond Payments Disbursements	-	-	-	-	-	-
Interest Income	-	-	-	-	-	-
Excess(Deficiency) of revenues over Expenses	184,037	78,667	30,476	293,180	295,158	(111,121)

TRI-COUNTY SERVICES Income and Expense



TRI-COUNTY SERVICES
Income after Expense



Agenda Item: Consider Selection of FY 2012 Auditor

Board Meeting Date

May 24, 2012

Committee: Business

Background Information:

Each year Tri-County Services is required to select an outside auditor for our financial audit. We have previously used the following auditors:

FY 1992	Pircher and Co.
FY 1988 - 1993	Kenneth Davis
FY 1999	Vetter & Taboada, P.C.
FY 2000 - 2003	David N. Miller, LLP
FY 2004 - 2006	McConnell & Jones, LLP
FY 2007 - 2010	David N. Miller, LLP
FY 2011	Carlos Taboada & Company, P.C. (Carlos Taboada previously worked for David N. Miller, LLP and opened his own business 7/11.)

The FY 2012 DSHS and DADS Performance Contracts state that the Center shall "engage the same audit firm no more than six (6) consecutive years from the initial date of engagement".

Supporting Documentation:

None

Recommended Action:

Direct Staff to Solicit an Audit Engagement Letter from Carlos Taboada & Company, P.C. or Solicit Proposals for FY 2012 Independent Financial Audit

<p>Agenda Item: Approve Listing Agreements for Properties at 406-B North Washington Avenue and 117 North College Street, Cleveland, Texas</p> <p>Committee: Business</p>	<p>Board Meeting Date</p> <p>May 24, 2012</p>
<p>Background Information:</p> <p>The 406-B North Washington Avenue and 117 North College Street properties located in Cleveland, Texas have been listed for the past few years with Cameron Real Estate, whose office is located in Cleveland, Texas. The listing agreements for both properties have expired as of February 11, 2012.</p> <p>We have had new appraisals completed for both properties. College Street appraised for \$120,000 and Washington Street appraised for \$305,000.</p> <p>Staff is making the recommendation to relist with Cameron Real Estate for a period of six months at the new appraisal values.</p>	
<p>Supporting Documentation:</p> <p>Copies of Listing Agreements for Both Properties</p>	
<p>Recommended Action:</p> <p>Approve New Six-Month Listings for the Properties Located at 406-B North Washington Avenue and 117 North College Street, Cleveland, Texas with Cameron Real Estate and Authorize Executive Director to Execute Listing Agreements</p>	



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL REAL ESTATE LISTING AGREEMENT
EXCLUSIVE RIGHT TO SELL

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
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1. PARTIES: The parties to this agreement (this Listing) are:

Seller: Tri-County Metal Health Mental Retardation Services

Address: P.O. Box

City, State, Zip: Cleveland, Tx, 77327

Phone: (936) 521-8120

Fax: _____

E-Mail: _____

Broker: Cameron Real Estate

Address: 26156 HWY 321

City, State, Zip: Cleveland, TX 77327

Phone: (281) 592-4442

Fax: (281) 593-3159

E-Mail: _____

Seller appoints Broker as Seller's sole and exclusive real estate agent and grants to Broker the exclusive right to sell the Property.

2. PROPERTY:

A. "Property" means the following real property in Texas:

Address: 406-B N. Washington

City: Cleveland

County: Liberty

Zip: 77327

Legal Description (Identify exhibit if described on attachment): Edwards, block 7, lot 9-12, Acres .2842

B. Except as otherwise provided in this Listing, Broker is to market the Property together with:

- (1) all buildings, improvements, and fixtures;
- (2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, easements and rights-of-way;
- (3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
- (4) Seller's interest in all licenses and permits related to the Property;
- (5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
- (6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
- (7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: _____

(Describe any exceptions, reservations, or restrictions in Special Provisions or an addendum. If the Property is a condominium, attach Condominium Addendum to Listing (TAR-1401).)

3. LISTING PRICE:

- A. Seller instructs Broker to market the Property at the following gross sales price: \$ 305,000.00
Three Hundred Five Thousand
(Listing Price).
- B. Seller agrees to sell the Property for the Listing Price or any other price acceptable to Seller. Seller will pay all typical closing costs charged to sellers of commercial real estate in Texas (seller's typical closing costs are those set forth in the commercial contract forms published by the Texas Association of REALTORS®) except _____.

4. TERM:

- A. This Listing begins on May 24, 2012 and ends at 11:59 p.m. on November 24, 2012. Seller may terminate this Listing on notice to Broker any time after _____.
- B. If Seller enters into a binding written contract to sell the Property before the date this Listing begins and the contract is binding on the date this Listing begins, this Listing will not commence and will be void.

5. BROKER'S FEE:

- A. Fee: When earned and payable, Seller will pay Broker a fee of:

☐ (1) 6.000 % of the sales price.

☐ (2) _____

- B. Earned: Broker's fee is earned when any one of the following occurs during this Listing:

- (1) Seller sells, exchanges, agrees to sell, or agrees to exchange all or part of the Property to anyone at any price on any terms;
- (2) Broker individually or in cooperation with another broker procures a buyer ready, willing, and able to buy all or part of the Property at the Listing Price or at any other price acceptable to Seller;
- (3) Seller grants or agrees to grant to another person an option to purchase all or part of the Property;
- (4) Seller transfers or agrees to transfer all or part of Seller's interest (stock or shares) in any entity that holds title to all or part of the Property for the purpose of conveying all or part of the Property to another person; or
- (5) Seller breaches this Listing.

- C. Payable: Once earned, Broker's fee is payable either during this Listing or after it ends at the earlier of:

- (1) the closing and funding of any sale or exchange of all or part of the Property;
- (2) Seller's refusal to sell the Property after Broker's Fee has been earned;
- (3) Seller's breach of this Listing; or
- (4) at such time as otherwise set forth in this Listing.

Broker's fee is not payable if a sale of the Property does not close or fund as a result of: (i) Seller's failure, without fault of Seller, to deliver to a buyer a deed or a title policy as required by the contract to sell; (ii) loss of ownership due to foreclosure or other legal proceeding; or (iii) Seller's failure to restore the Property, as a result of a casualty loss, to its previous condition by the closing date set forth in a contract for the sale of the Property.

- D. Other Fees:

- (1) Lease of Property: If, during this Listing, Broker procures a tenant to lease all or part of the Property and Seller agrees to lease all or part of the Property to the tenant, Seller will pay Broker at the time

the lease is executed the fee described below. If, during the term of the lease, the tenant agrees to purchase all or part of the Property, Seller will pay Broker the fee specified in Paragraph 5A in addition to the amount described below.

☐ (a) _____ % of all base rents to be paid over the term of the lease and the same percentage of the following items to be paid over the term of the lease: ☐ expense reimbursements; and ☐ _____.

☐ (b) _____

_____.

(2) Breach by Buyer Under Contract: If Seller collects earnest money, the sales price, or damages by suit, compromise, settlement or otherwise from a buyer who breaches a contract for the sale of all or part of the Property entered into during this Listing, Seller will pay Broker, after deducting attorney's fees and collection expenses, an amount equal to the lesser of one-half of the amount collected after deductions or the amount of the Broker's Fee stated in Paragraph 5A. Any amount paid under this Paragraph 5D(2) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property.

(3) Service Providers: If Broker refers Seller or a prospective buyer or tenant to a service provider (e.g., mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5D(3) is in addition to any other compensation Broker may receive under this Listing.

(4) Transaction Fees and/or Reimbursable Expenses: _____

_____.

E. Protection Period:

(1) "Protection period" means that time starting the day after this Listing ends and continuing for 90 days.

(2) Not later than 10 days after this Listing ends Broker may send Seller written notice specifying the names of persons whose attention Broker has called to the Property during this Listing. If Seller agrees to sell or lease all or part of the Property during the protection period to a person named in the notice or to a relative or business associate of a person named in the notice, Seller will pay Broker, upon the closing of the sale or upon execution of the lease, the amount Broker would have been entitled to receive if this Listing were still in effect.

(3) "Person" means any person in any capacity whether an individual or entity. "Sell" means any transfer of any interest in the Property whether by agreement or option.

(4) This Paragraph 5E survives termination of this Listing.

F. County: All amounts payable to Broker are to be paid in cash in Liberty County, Texas.

G. Escrow Authorization: Seller authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the purchase or acquisition of the Property to collect and disburse to Broker all amounts payable to Broker under this Listing.

NOTICE: Under Chapter 62, Texas Property Code, Broker is entitled to claim a lien against the Property to secure payment of an earned commission.

6. EXCLUSIONS:

- A. Under a prior listing agreement Seller is obligated to pay another Texas licensed broker a fee if Seller sells or leases all or part of the Property before _____ to any of the following persons: _____ (named exclusions).
- B. If Seller enters into a contract to sell or lease all or part of the Property to a named exclusion before the date specified in Paragraph 6A, Seller will not be obligated to pay Broker the fees under Paragraph 5 of this Listing, but Seller will pay Broker, upon the closing of the sale or upon execution of the lease, a fee equal to:
- (1) _____ % of the sales price if Seller sells the Property;
- (2) _____ % of all base rents to be paid over the term of the lease if Seller leases the Property and the same percentage of the following items to be paid over the term of the lease: ☐ expense reimbursements; ☐ _____ ; and
- (3) _____
- C. If Seller enters into a contract to sell or lease all or part of the Property to a named exclusion, Broker ☒ will ☐ will not assist Seller in negotiating and closing the sale or lease to the named exclusion.

7. ACCESS TO THE PROPERTY: Authorizing access to the Property means giving permission to another person to enter the Property, disclosing security codes necessary to enter the Property to such person, and lending a key to the Property to such person. To facilitate the showing and sale of the Property, Seller instructs Broker and Broker's associates to: (i) access the Property at reasonable times; (ii) authorize other brokers, inspectors, appraisers, lenders, engineers, surveyors, and repair persons to enter the Property at reasonable times; and (iii) duplicate keys to facilitate convenient and efficient showings.

8. COOPERATION WITH OTHER BROKERS: Broker will allow other brokers to show the Property to prospective buyers. If the other broker procures a buyer who purchases the Property, Broker will offer to pay the other broker a portion of Broker's fee under Paragraph 5.

9. INTERMEDIARY: (Check A or B only.)

- ☒ A. Intermediary Status: Broker may show the Property to interested prospective buyers or tenants who Broker represents. If a prospect who Broker represents offers to buy or lease the Property, Seller authorizes Broker to act as an intermediary and Broker will notify Seller that Broker will service the parties in accordance with one of the following alternatives.
- (1) If a prospect who Broker represents is serviced by an associate other than the associate servicing Seller under this Listing, Broker may notify Seller that Broker will: (a) appoint the associate then servicing Seller to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Seller; and (b) appoint the associate then servicing the prospect to the prospect for the same purpose.
- (2) If a prospect who Broker represents is serviced by the same associate who is servicing Seller, Broker may notify Seller that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospect; and (b) appoint the associate servicing the Seller under this Listing to the Seller for the same purpose.
- (3) Broker may notify Seller that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.

- ☐ B. No Intermediary Status: Seller agrees that Broker will not show the Property to prospects who Broker represents.

Notice: If Broker acts as an intermediary under Paragraph 9A, Broker and Broker's associates:
may not disclose to the prospect that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller;
may not disclose to Seller that the prospect will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospect;
may not disclose any confidential information or any information Seller or the prospect specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;
may not treat a party to the transaction dishonestly; and
may not violate the Real Estate License Act.

10. CONFIDENTIAL INFORMATION: During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Seller except as authorized by Seller or required by law. Broker may not disclose to Seller any information obtained in confidence regarding any other person Broker represents or may have represented except as required by law.

11. BROKER'S AUTHORITY:

- A. Broker will use reasonable efforts and act diligently to market the Property for sale, procure a buyer, and negotiate the sale of the Property.
- B. In addition to other authority granted by this Listing, Broker may:
- (1) advertise the Property by means and methods as Broker determines is appropriate in any media, including but not limited to:
 - (a) placing a "For Sale" sign or similar marketing sign on the Property; and
 - (b) creating and placing information about the Property (including interior and exterior photographs or videos):
 - (i) on the Internet on Broker's website and on other websites as Broker determines;
 - (ii) in any advertisements whether in print or electronic media; and
 - (iii) into listing services that may publicize the information on the Internet or by other means;
 - (2) reproduce, display, and distribute information about the Property, including the information described under Paragraph 11B(1), for the purposes of marketing the Property;
 - (3) furnish comparative marketing and sales information about other properties to prospects;
 - (4) disseminate information about the Property to other Brokers and prospects, including applicable disclosures, notices, or other information that Seller is required to make under law or a contract;
 - (5) obtain information from any holder of any note secured by a lien on the Property;
 - (6) accept, in trust, any earnest money, option fee, security deposit, or other money related to the purchase or lease of the Property and deliver such money for deposit in accordance with a contract for the sale or lease of the Property;
 - (7) disclose the sales price and terms of a sale or a lease to other brokers, appraisers, other real estate professionals, and any listing services into which information about the Property is placed;
 - (8) place information about this Listing and a transaction for the Property on an electronic platform (an electronic platform is typically an Internet-based system where professionals related to the transaction, such as title companies and lenders, may receive, view, and input information); and
 - (9) advertise that Broker "sold" or "leased" the Property after the closing of a sale or execution of a lease of the Property in which Broker was involved.

NOTICE: Any submission of information to a listing service must be made in accordance with listing service's rules.

- C. Broker is not authorized to execute any document in the name of or on behalf of Seller concerning the Property.
- D. Photographs, videos, and compilations of information submitted to a listing service are the property of the listing service for all purposes.

12. REPRESENTATIONS:

- A. Except as provided otherwise in this Listing, Seller represents that:
 - (1) Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures thereon, unless rented, and the legal capacity to convey the Property;
 - (2) Seller is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
 - (3) no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
 - (4) there are no delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on the Property;
 - (5) the Property is not subject to the jurisdiction of any court;
 - (6) Seller owns sufficient intellectual property rights in any materials which Seller provides to Broker related to the Property (for example, brochures, photographs, drawings, or articles) to permit Broker to reproduce and distribute such materials for the purposes of marketing the Property or for other purposes related to this agreement; and
 - (7) all information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge.
- B. Seller and Broker must disclose any known material defect in the Property to a prospective buyer. *(Check only one box.)*
 - ☒ (1) Seller is not aware of any material defects to the Property except as stated in the attached Property Condition Statement. Seller authorizes Broker to furnish prospective buyers and other brokers with a copy of the Property Condition Statement.
 - ☐ (2) Except as otherwise provided in this Listing, Seller is not aware of:
 - (a) any subsurface: structures, pits, wastes, springs, or improvements;
 - (b) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (c) any environmental hazards or conditions that materially affect the Property;
 - (d) whether the Property is or has ever been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (e) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants) or other pollutants or contaminants of any nature now exist or have ever existed on the Property;
 - (f) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (g) any threatened or endangered species or their habitat on the Property;
 - (h) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (i) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (j) any material physical defects in the improvements on the Property; or
 - (k) any condition on the Property that violates any law or ordinance.

(List any exceptions to (a)-(k) in Special Provisions or an addendum.)

13. SELLER'S ADDITIONAL PROMISES: Seller agrees to:

- A. cooperate with Broker to facilitate the showing and marketing of the Property;
- B. not negotiate with any prospective buyer who may contact Seller directly, but refer all prospective buyers to Broker;
- C. not enter into a listing agreement with another Broker for the sale or exchange of the Property to become effective during this Listing;

- D. not enter into a listing agreement for the lease of all or part of the Property with another broker to become effective during this Listing without Broker's written permission;
- E. provide Broker with copies of the following, if any, relating to the Property: a current rent roll, all leases including any amendments, architectural plans and drawings, renderings, survey, a current operating statement, environmental inspection reports, engineering reports, and other relevant information that Broker may request during this Listing;
- F. advise Broker of any tenants moving in or out of the Property;
- G. complete any disclosures or notices required by law or a contract to sell the Property;
- H. amend any applicable notices and disclosures if any material change occurs during this Listing; and
- I. at Seller's expense, remove from the Property all:
 - (1) "For Sale" (or similarly worded) signs other than Broker's signs;
 - (2) "For Lease" (or similarly worded) signs from the Property unless the Property is listed for lease with another broker; and
 - (3) "For Information" (or similarly worded) signs other than Broker's signs.

14. LIMITATION OF LIABILITY:

- A. If the Property is or becomes vacant during this Listing, Seller must notify Seller's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.
- B. Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker, including but not limited to injuries or losses caused by:
 - (1) other brokers, inspectors, appraisers, lenders, contractors, surveyors, engineers, and other persons who are authorized to access the Property;
 - (2) acts of third parties (for example, vandalism or theft);
 - (3) freezing or broken water pipes;
 - (4) a dangerous condition on the Property; and
 - (5) the Property's non-compliance with any law or ordinance.
- C. Seller agrees to indemnify and hold Broker and Broker's associates harmless from any damages, costs, attorney's fees, and expenses:
 - (1) that arise from Seller's failure to disclose any material information about the Property;
 - (2) that are caused by Seller giving incorrect information to Broker, other brokers, or prospects;
 - (3) that arise from any claim for misuse of intellectual property in any materials or information that Seller provided to Broker related to the Property or this agreement; or
 - (4) that are otherwise caused by Seller or Seller's negligence.

15. SPECIAL PROVISIONS:

16. DEFAULT: If Seller breaches this Listing, Seller is in default and will be liable to Broker for the amount of Broker's fee specified in Paragraph 5A and any other fees Broker is entitled to receive under this Listing. If a sales price is not determinable in the event of any exchange or breach of this Listing, the Listing Price will be the sales price for the purpose of calculating Broker's fee. If Broker breaches this Listing, Broker is in default and Seller may exercise any remedy at law.

17. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute that may arise between the parties. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the costs of mediation equally.

18. ATTORNEY'S FEES: If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party may recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

19. ADDENDA: Addenda or information that are part of this Listing are:

- ☒ A. Information About Brokerage Services
- ☐ B. Property Description Exhibit identified in Paragraph 2
- ☐ C. Condominium Addendum to Listing (TAR-1401)
- ☐ D. Commercial Property Condition Statement (TAR-1408)
- ☐ E. Information About On-Site Sewer Facility(TAR-1407)
- ☐ F. Information about Special Flood Hazard Areas (TAR-1414)
- ☐ G. _____

20. AGREEMENT OF THE PARTIES:

- A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignability: Neither party may assign this Listing without the written consent of the other party.
- C. Binding Effect: Seller's obligations to pay Broker an earned fee is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assigns.
- D. Joint and Several: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
- E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.
- F. Severability: If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.
- G. Partial Sales or Leases: If Seller sells or leases part of the Property before the date this Listing ends, this Listing will continue for the remaining part of the Property through the term of this Listing.
- H. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail specified in Paragraph 1.

21. ADDITIONAL NOTICES:

- A. **Broker's fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested, or maintained by the Texas Association of REALTORS®, its local affiliates, or any listing service. Broker's fees are negotiable.**

- B. The Property must be made available to all persons without regard to race, color, religion, national origin, sex, disability, or familial status. Local ordinances may provide for additional protected classes (e.g., creed, status as a student, marital status, sexual orientation, or age).
- C. If the Property contains a residential dwelling built before 1978, federal law requires the Seller to: (1) provide the buyer with the promulgated lead hazard information pamphlet (TAR-2511); and (2) disclose the presence of any known lead-based paint or lead-based paint hazards.
- D. Broker cannot give legal advice. This is a legally binding agreement. READ IT CAREFULLY. If you do not understand the effect of this Listing, consult your attorney BEFORE signing.

Seller: Tri-County Metal Health

Broker:

By: _____

Broker / Company Name: Cameron Real Estate

License No. _____

By (signature): _____

By (signature): _____

Printed Name: Cindy Sill

Printed Name: Phillip Cameron

Title: Executive Director Date: _____

Title: _____ License No. 0338240

Date: _____

By: _____

By (signature): _____

Printed Name: _____

Title: _____ Date: _____



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL REAL ESTATE LISTING AGREEMENT
EXCLUSIVE RIGHT TO SELL

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
 ©Texas Association of REALTORS®, Inc. 2010

1. PARTIES: The parties to this agreement (this Listing) are:

Seller: Tri-County Metal Health Mental Retardation Services

Address: P.O. Box 3067

City, State, Zip: Cleveland, Tx 77327

Phone: (936) 521-6120 Fax: _____

E-Mail: _____

Broker: Cameron Real Estate

Address: 26156 HWY 321

City, State, Zip: Cleveland, TX 77327

Phone: (281) 592-4442 Fax: (281) 593-3159

E-Mail: _____

Seller appoints Broker as Seller's sole and exclusive real estate agent and grants to Broker the exclusive right to sell the Property.

2. PROPERTY:

A. "Property" means the following real property in Texas:

Address: 117 N. College Ave.

City: Cleveland County: Liberty Zip: 77327

Legal Description (Identify exhibit if described on attachment): Cleveland City, Block 5, Lot Pt 1 2

B. Except as otherwise provided in this Listing, Broker is to market the Property together with:

- (1) all buildings, improvements, and fixtures;
- (2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, easements and rights-of-way;
- (3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
- (4) Seller's interest in all licenses and permits related to the Property;
- (5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
- (6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
- (7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: _____

(Describe any exceptions, reservations, or restrictions in Special Provisions or an addendum. If the Property is a condominium, attach Condominium Addendum to Listing (TAR-1401).)

3. LISTING PRICE:

- A. Seller instructs Broker to market the Property at the following gross sales price: \$ 120,000.00
One Hundred Twenty Thousand
(Listing Price).
- B. Seller agrees to sell the Property for the Listing Price or any other price acceptable to Seller. Seller will pay all typical closing costs charged to sellers of commercial real estate in Texas (seller's typical closing costs are those set forth in the commercial contract forms published by the Texas Association of REALTORS®) except _____.

4. TERM:

- A. This Listing begins on May 24, 2012 and ends at 11:59 p.m. on November 24, 2012. Seller may terminate this Listing on notice to Broker any time after _____.
- B. If Seller enters into a binding written contract to sell the Property before the date this Listing begins and the contract is binding on the date this Listing begins, this Listing will not commence and will be void.

5. BROKER'S FEE:

- A. Fee: When earned and payable, Seller will pay Broker a fee of:

- ☒ (1) 6.000 % of the sales price.
- ☐ (2) _____

- B. Earned: Broker's fee is earned when any one of the following occurs during this Listing:
- (1) Seller sells, exchanges, agrees to sell, or agrees to exchange all or part of the Property to anyone at any price on any terms;
 - (2) Broker individually or in cooperation with another broker procures a buyer ready, willing, and able to buy all or part of the Property at the Listing Price or at any other price acceptable to Seller;
 - (3) Seller grants or agrees to grant to another person an option to purchase all or part of the Property;
 - (4) Seller transfers or agrees to transfer all or part of Seller's interest (stock or shares) in any entity that holds title to all or part of the Property for the purpose of conveying all or part of the Property to another person; or
 - (5) Seller breaches this Listing.

- C. Payable: Once earned, Broker's fee is payable either during this Listing or after it ends at the earlier of:
- (1) the closing and funding of any sale or exchange of all or part of the Property;
 - (2) Seller's refusal to sell the Property after Broker's Fee has been earned;
 - (3) Seller's breach of this Listing; or
 - (4) at such time as otherwise set forth in this Listing.

Broker's fee is not payable if a sale of the Property does not close or fund as a result of: (i) Seller's failure, without fault of Seller, to deliver to a buyer a deed or a title policy as required by the contract to sell; (ii) loss of ownership due to foreclosure or other legal proceeding; or (iii) Seller's failure to restore the Property, as a result of a casualty loss, to its previous condition by the closing date set forth in a contract for the sale of the Property.

- D. Other Fees:

- (1) Lease of Property: If, during this Listing, Broker procures a tenant to lease all or part of the Property and Seller agrees to lease all or part of the Property to the tenant, Seller will pay Broker at the time

the lease is executed the fee described below. If, during the term of the lease, the tenant agrees to purchase all or part of the Property, Seller will pay Broker the fee specified in Paragraph 5A in addition to the amount described below.

☐ (a) _____ % of all base rents to be paid over the term of the lease and the same percentage of the following items to be paid over the term of the lease: ☐ expense reimbursements; and ☐ _____.

☐ (b) _____

_____.

(2) Breach by Buyer Under Contract: If Seller collects earnest money, the sales price, or damages by suit, compromise, settlement or otherwise from a buyer who breaches a contract for the sale of all or part of the Property entered into during this Listing, Seller will pay Broker, after deducting attorney's fees and collection expenses, an amount equal to the lesser of one-half of the amount collected after deductions or the amount of the Broker's Fee stated in Paragraph 5A. Any amount paid under this Paragraph 5D(2) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property.

(3) Service Providers: If Broker refers Seller or a prospective buyer or tenant to a service provider (e.g., mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5D(3) is in addition to any other compensation Broker may receive under this Listing.

(4) Transaction Fees and/or Reimbursable Expenses: _____

_____.

E. Protection Period:

(1) "Protection period" means that time starting the day after this Listing ends and continuing for 90 days.

(2) Not later than 10 days after this Listing ends Broker may send Seller written notice specifying the names of persons whose attention Broker has called to the Property during this Listing. If Seller agrees to sell or lease all or part of the Property during the protection period to a person named in the notice or to a relative or business associate of a person named in the notice, Seller will pay Broker, upon the closing of the sale or upon execution of the lease, the amount Broker would have been entitled to receive if this Listing were still in effect.

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NOTICE: Under Chapter 62, Texas Property Code, Broker is entitled to claim a lien against the Property to secure payment of an earned commission.

6. EXCLUSIONS:

- A. Under a prior listing agreement Seller is obligated to pay another Texas licensed broker a fee if Seller sells or leases all or part of the Property before _____ to any of the following persons: _____ (named exclusions).
- B. If Seller enters into a contract to sell or lease all or part of the Property to a named exclusion before the date specified in Paragraph 6A, Seller will not be obligated to pay Broker the fees under Paragraph 5 of this Listing, but Seller will pay Broker, upon the closing of the sale or upon execution of the lease, a fee equal to:
- (1) 3.000 % of the sales price if Seller sells the Property;
 - (2) 3.000 % of all base rents to be paid over the term of the lease if Seller leases the Property and the same percentage of the following items to be paid over the term of the lease: ☐ expense reimbursements; ☐ _____ ; and
 - (3) _____
- C. If Seller enters into a contract to sell or lease all or part of the Property to a named exclusion, Broker ☒ will ☐ will not assist Seller in negotiating and closing the sale or lease to the named exclusion.

7. ACCESS TO THE PROPERTY: Authorizing access to the Property means giving permission to another person to enter the Property, disclosing security codes necessary to enter the Property to such person, and lending a key to the Property to such person. To facilitate the showing and sale of the Property, Seller instructs Broker and Broker's associates to: (i) access the Property at reasonable times; (ii) authorize other brokers, inspectors, appraisers, lenders, engineers, surveyors, and repair persons to enter the Property at reasonable times; and (iii) duplicate keys to facilitate convenient and efficient showings.

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9. INTERMEDIARY: (Check A or B only.)

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- (1) If a prospect who Broker represents is serviced by an associate other than the associate servicing Seller under this Listing, Broker may notify Seller that Broker will: (a) appoint the associate then servicing Seller to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Seller; and (b) appoint the associate then servicing the prospect to the prospect for the same purpose.
 - (2) If a prospect who Broker represents is serviced by the same associate who is servicing Seller, Broker may notify Seller that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospect; and (b) appoint the associate servicing the Seller under this Listing to the Seller for the same purpose.
 - (3) Broker may notify Seller that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.

- ☐ B. No Intermediary Status: Seller agrees that Broker will not show the Property to prospects who Broker represents.

Notice: If Broker acts as an intermediary under Paragraph 9A, Broker and Broker's associates:
may not disclose to the prospect that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller;
may not disclose to Seller that the prospect will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospect;
may not disclose any confidential information or any information Seller or the prospect specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;
may not treat a party to the transaction dishonestly; and
may not violate the Real Estate License Act.

10. CONFIDENTIAL INFORMATION: During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Seller except as authorized by Seller or required by law. Broker may not disclose to Seller any information obtained in confidence regarding any other person Broker represents or may have represented except as required by law.

11. BROKER'S AUTHORITY:

- A. Broker will use reasonable efforts and act diligently to market the Property for sale, procure a buyer, and negotiate the sale of the Property.
- B. In addition to other authority granted by this Listing, Broker may:
- (1) advertise the Property by means and methods as Broker determines is appropriate in any media, including but not limited to:
 - (a) placing a "For Sale" sign or similar marketing sign on the Property; and
 - (b) creating and placing information about the Property (including interior and exterior photographs or videos):
 - (i) on the Internet on Broker's website and on other websites as Broker determines;
 - (ii) in any advertisements whether in print or electronic media; and
 - (iii) into listing services that may publicize the information on the Internet or by other means;
 - (2) reproduce, display, and distribute information about the Property, including the information described under Paragraph 11B(1), for the purposes of marketing the Property;
 - (3) furnish comparative marketing and sales information about other properties to prospects;
 - (4) disseminate information about the Property to other Brokers and prospects, including applicable disclosures, notices, or other information that Seller is required to make under law or a contract;
 - (5) obtain information from any holder of any note secured by a lien on the Property;
 - (6) accept, in trust, any earnest money, option fee, security deposit, or other money related to the purchase or lease of the Property and deliver such money for deposit in accordance with a contract for the sale or lease of the Property;
 - (7) disclose the sales price and terms of a sale or a lease to other brokers, appraisers, other real estate professionals, and any listing services into which information about the Property is placed;
 - (8) place information about this Listing and a transaction for the Property on an electronic platform (an electronic platform is typically an Internet-based system where professionals related to the transaction, such as title companies and lenders, may receive, view, and input information); and
 - (9) advertise that Broker "sold" or "leased" the Property after the closing of a sale or execution of a lease of the Property in which Broker was involved.

NOTICE: Any submission of information to a listing service must be made in accordance with listing service's rules.

- C. Broker is not authorized to execute any document in the name of or on behalf of Seller concerning the Property.
- D. Photographs, videos, and compilations of information submitted to a listing service are the property of the listing service for all purposes.

12. REPRESENTATIONS:

- A. Except as provided otherwise in this Listing, Seller represents that:
 - (1) Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures thereon, unless rented, and the legal capacity to convey the Property;
 - (2) Seller is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
 - (3) no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
 - (4) there are no delinquencies or defaults under any deed of trust, mortgage, or other encumbrance on the Property;
 - (5) the Property is not subject to the jurisdiction of any court;
 - (6) Seller owns sufficient intellectual property rights in any materials which Seller provides to Broker related to the Property (for example, brochures, photographs, drawings, or articles) to permit Broker to reproduce and distribute such materials for the purposes of marketing the Property or for other purposes related to this agreement; and
 - (7) all information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge.
- B. Seller and Broker must disclose any known material defect in the Property to a prospective buyer. *(Check only one box.)*
 - ☒ (1) Seller is not aware of any material defects to the Property except as stated in the attached Property Condition Statement. Seller authorizes Broker to furnish prospective buyers and other brokers with a copy of the Property Condition Statement.
 - ☐ (2) Except as otherwise provided in this Listing, Seller is not aware of:
 - (a) any subsurface: structures, pits, wastes, springs, or improvements;
 - (b) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (c) any environmental hazards or conditions that materially affect the Property;
 - (d) whether the Property is or has ever been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (e) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants) or other pollutants or contaminants of any nature now exist or have ever existed on the Property;
 - (f) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (g) any threatened or endangered species or their habitat on the Property;
 - (h) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (i) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (j) any material physical defects in the improvements on the Property; or
 - (k) any condition on the Property that violates any law or ordinance.

(List any exceptions to (a)-(k) in Special Provisions or an addendum.)

13. SELLER'S ADDITIONAL PROMISES: Seller agrees to:

- A. cooperate with Broker to facilitate the showing and marketing of the Property;
- B. not negotiate with any prospective buyer who may contact Seller directly, but refer all prospective buyers to Broker;
- C. not enter into a listing agreement with another Broker for the sale or exchange of the Property to become effective during this Listing;

- D. not enter into a listing agreement for the lease of all or part of the Property with another broker to become effective during this Listing without Broker's written permission;
- E. provide Broker with copies of the following, if any, relating to the Property: a current rent roll, all leases including any amendments, architectural plans and drawings, renderings, survey, a current operating statement, environmental inspection reports, engineering reports, and other relevant information that Broker may request during this Listing;
- F. advise Broker of any tenants moving in or out of the Property;
- G. complete any disclosures or notices required by law or a contract to sell the Property;
- H. amend any applicable notices and disclosures if any material change occurs during this Listing; and
- I. at Seller's expense, remove from the Property all:
 - (1) "For Sale" (or similarly worded) signs other than Broker's signs;
 - (2) "For Lease" (or similarly worded) signs from the Property unless the Property is listed for lease with another broker; and
 - (3) "For Information" (or similarly worded) signs other than Broker's signs.

14. LIMITATION OF LIABILITY:

- A. If the Property is or becomes vacant during this Listing, Seller must notify Seller's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.
- B. Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker, including but not limited to injuries or losses caused by:
 - (1) other brokers, inspectors, appraisers, lenders, contractors, surveyors, engineers, and other persons who are authorized to access the Property;
 - (2) acts of third parties (for example, vandalism or theft);
 - (3) freezing or broken water pipes;
 - (4) a dangerous condition on the Property; and
 - (5) the Property's non-compliance with any law or ordinance.
- C. Seller agrees to indemnify and hold Broker and Broker's associates harmless from any damages, costs, attorney's fees, and expenses:
 - (1) that arise from Seller's failure to disclose any material information about the Property;
 - (2) that are caused by Seller giving incorrect information to Broker, other brokers, or prospects;
 - (3) that arise from any claim for misuse of intellectual property in any materials or information that Seller provided to Broker related to the Property or this agreement; or
 - (4) that are otherwise caused by Seller or Seller's negligence.

15. SPECIAL PROVISIONS:

16. DEFAULT: If Seller breaches this Listing, Seller is in default and will be liable to Broker for the amount of Broker's fee specified in Paragraph 5A and any other fees Broker is entitled to receive under this Listing. If a sales price is not determinable in the event of any exchange or breach of this Listing, the Listing Price will be the sales price for the purpose of calculating Broker's fee. If Broker breaches this Listing, Broker is in default and Seller may exercise any remedy at law.

17. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute that may arise between the parties. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the costs of mediation equally.

18. ATTORNEY'S FEES: If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party may recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

19. ADDENDA: Addenda or information that are part of this Listing are:

- ☒ A. Information About Brokerage Services
- ☐ B. Property Description Exhibit identified in Paragraph 2
- ☐ C. Condominium Addendum to Listing (TAR-1401)
- ☐ D. Commercial Property Condition Statement (TAR-1408)
- ☐ E. Information About On-Site Sewer Facility(TAR-1407)
- ☐ F. Information about Special Flood Hazard Areas (TAR-1414)
- ☐ G. _____

20. AGREEMENT OF THE PARTIES:

- A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignability: Neither party may assign this Listing without the written consent of the other party.
- C. Binding Effect: Seller's obligations to pay Broker an earned fee is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assigns.
- D. Joint and Several: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
- E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.
- F. Severability: If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.
- G. Partial Sales or Leases: If Seller sells or leases part of the Property before the date this Listing ends, this Listing will continue for the remaining part of the Property through the term of this Listing.
- H. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail specified in Paragraph 1.

21. ADDITIONAL NOTICES:

- A. **Broker's fees or the sharing of fees between brokers are not fixed, controlled, recommended, suggested, or maintained by the Texas Association of REALTORS®, its local affiliates, or any listing service. Broker's fees are negotiable.**

- B. The Property must be made available to all persons without regard to race, color, religion, national origin, sex, disability, or familial status. Local ordinances may provide for additional protected classes (e.g., creed, status as a student, marital status, sexual orientation, or age).**
- C. If the Property contains a residential dwelling built before 1978, federal law requires the Seller to: (1) provide the buyer with the promulgated lead hazard information pamphlet (TAR-2511); and (2) disclose the presence of any known lead-based paint or lead-based paint hazards.**
- D. Broker cannot give legal advice. This is a legally binding agreement. READ IT CAREFULLY. If you do not understand the effect of this Listing, consult your attorney BEFORE signing.**

Seller: Tri- County Mental Health

Broker:

By: _____

Broker / Company Name: Cameron Real Estate

License No. _____

By (signature): _____

By (signature): _____

Printed Name: Cindy Sill

Printed Name: Phillip Cameron

Title: Executive Director Date: _____

Title: _____ License No. 0338240

Date: _____

By: _____

By (signature): _____

Printed Name: _____

Title: _____ Date: _____

<p>Agenda Item: Approve Request to the Texas Department of Housing and Community Affairs (TDHCA) for Reservation System Participation</p> <p>Committee: Business</p>	<p>Board Meeting Date</p> <p>May 24, 2012</p>
<p>Background Information:</p> <p>In March, the Board of Trustees voted on a resolution to opt-in to the TDHCA Reservation System Program (RSP) which is intended to replace the TBRA contract system. A letter requesting to opt-in was submitted by the Executive Director as required by TDHCA. Since that time, TDHCA has requested several additional documents be completed and the amount of cash reserves be resolved by the Board to complete the process. There is a minimum requirement of \$15,000.</p> <p>The RSP allows participants to reserve funding for eligible households individually, at any given time. There is no contractual requirement to assist a minimum number of households. Performance benchmarks are not necessary and there is no match requirement.</p> <p>Becoming a participant in the RSP does not relieve Tri-County Services of its contractual obligations under its current active HOME contract which will expire in February of 2013. However, as a participant, Tri-County has the opportunity to concurrently set up activities in the Housing Contract System under their current contract and through the RSP.</p> <p>A resolution must be approved by the Board of Trustees and signed by the Board Chairman stating that:</p> <ol style="list-style-type: none"> 1. Approval be given to the Texas Department of Housing and Community Affairs for Tri-County Services to become a Reservation System Participant in order to access HOME funds from the Tenant Based Rental Assistance for Person With Disabilities (TBRA PWD) Reservation Project; 2. An amount of \$15,000 be made available in cash reserves from existing undesignated reserves to operate the program pending reimbursement from the TDHCA; and 3. Cindy Sill, Executive Director of Tri-County Services, be authorized to execute the HOME agreement upon award. 	
<p>Supporting Documentation:</p> <p>TBRA Board Resolution</p>	
<p>Recommended Action:</p> <p>Approve Opt-In Request to Participate in the Texas Department of Housing and Community Affairs HOME Reservation System, Approve Resolution Regarding Available Cash Reserves for the Project and Authorize the Executive Director to Execute Any Necessary Documents</p>	


TBRA PWD BOARD RESOLUTION

On the 24nd of May 2012, the Board of Trustees of Tri-County Mental Health Mental Retardation Services dba Tri-County Services passed the following Motion:

NOW BE IT RESOLVED, by the Board of Trustees, that

- Approval be given to the Texas Department of Housing and Community Affairs for Tri-County Services to become a Reservation System Participant (RSP) in order to access HOME funds from the Tenant Based Rental Assistance for Person With Disabilities (TBRA PWD) Reservation Project.
- An amount of \$15,000 be made available in cash reserves from existing undesignated reserves to operate the program for one month pending reimbursement from the Texas Department of Housing and Community Affairs; and
- Cindy Sill, Executive Director of Tri-County Services, be authorized to execute the HOME agreements upon award.

Len George, Chair

Agenda Item: Approve Payment of Non-Refundable Option Money to the Property Owner for the Independence Oaks Project Site Committee: Business	Board Meeting Date May 24, 2012
Background Information: <p>In September of 2010, the Board authorized the Executive Director to execute necessary documents related to securing property for the funding application for a HUD-811 site in Cleveland, Texas.</p> <p>After Board approval, Cindy Sill signed an Option to Purchase for a piece of property in Cleveland. The initial term of the Option expires June 30, 2012. However, "Purchaser may extend the term of this Option for up to four (4) additional periods of three (3) months each. uld Purchaser desire to so extend the term of this Option, Purchaser shall pay Seller the sum of Two Thousand Five Thousand and NO/100 Dollars (\$2,500.00) which must be paid on or before the expiration of the initial or extended term then in effect." These 'extension option fees' will apply toward the final purchase price but are not refundable if Cleveland Supported Housing, Inc. (CSHI) had to back out of the property for some reason after June 30, 2012.</p> <p>The Property Option was developed and approved by David Deaton of Jackson Walker.</p> <p>Staff is seeking Board approval for the use of Tri-County funds to pay these extension option fees as CSHI works toward Firm Commitment and eventual funding from HUD.</p>	
Supporting Documentation: None	
Recommended Action: Approve Payment of Non-Refundable Option Money to the Property Owner for the Independence Oaks Project Site	

Agenda Item: Board of Trustees' Unit Financial Statement for April 2012 Committee: Business	Board Meeting Date May 24, 2012
Background Information: None	
Supporting Documentation: April 2012 Board of Trustees' Unit Financial Statement	
Recommended Action: For Information Only	

Unit Financial Statement

FY 2012

	April 12 Actuals	April 12 Budgeted	Variance	YTD Actual	YTD Budget	Variance	Percent	Budget
Revenues								
80103998 Allocated Revenue	\$ 2,804.00	\$ 2,804.00	\$ -	\$ 22,429.00	\$ 22,429.00	\$ -	100.00%	\$ 33,645.00
Total Revenue	\$ 2,804.00	\$ 2,804.00	\$ -	\$ 22,429.00	\$ 22,429.00	\$ -	100.00%	\$ 33,645.00
Expenses								
80105030 Application Fees	\$ -	\$ -	\$ -	\$ 4.50	\$ -	\$ 4.50	100.00%	\$ -
80105275 Food Items	\$ 190.00	\$ 183.00	\$ 7.00	\$ 1,287.18	\$ 1,468.00	\$ (180.82)	87.68%	\$ 2,200.00
80105320 Insurance-Worker Compensation	\$ 15.77	\$ 18.00	\$ (2.23)	\$ 95.76	\$ 148.00	\$ (52.24)	64.70%	\$ 220.00
80105388 Legal Fees	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 12,000.00	\$ 12,000.00	\$ -	100.00%	\$ 18,000.00
80105415 Miscellaneous Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
80105605 Postage-Express Mail	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -
80105715 Supplies - Office	\$ -	\$ 15.00	\$ (15.00)	\$ 53.00	\$ 120.00	\$ (67.00)	44.17%	\$ 180.00
80105750 Training	\$ -	\$ 369.00	\$ (369.00)	\$ -	\$ 2,949.00	\$ (2,949.00)	0.00%	\$ 4,425.00
80105755 Travel - Local	\$ -	\$ 100.00	\$ (100.00)	\$ 516.06	\$ 800.00	\$ (283.94)	64.51%	\$ 1,200.00
80105757 Travel - Non-local Mileage/Air	\$ 154.50	\$ 167.00	\$ (12.50)	\$ 942.11	\$ 1,333.00	\$ (390.89)	70.68%	\$ 2,001.00
80105758 Travel - Non-local Hotel	\$ 138.19	\$ 377.00	\$ (238.81)	\$ 959.78	\$ 3,011.00	\$ (2,051.22)	31.88%	\$ 4,519.00
80105759 Travel - Meals	\$ 37.00	\$ 75.00	\$ (38.00)	\$ 258.56	\$ 600.00	\$ (341.44)	43.09%	\$ 900.00
Total Expenses	\$ 2,035.46	\$ 2,804.00	\$ (768.54)	\$ 16,116.95	\$ 22,429.00	\$ (6,312.05)	71.86%	\$ 33,645.00
Total Revenue minus Expenses	\$ 768.54	\$ -	\$ 768.54	\$ 6,312.05	\$ -	\$ 6,312.05	28.14%	\$ -

Agenda Item: Montgomery Supported Housing, Inc. (MSHI) Quarterly Update Committee: Business	Board Meeting Date May 24, 2012
Background Information: <p>The Montgomery Supported Housing, Inc. (MSHI) Board met on March 23, 2012. In this meeting, the Board approved the first annual audit and heard detailed updates on project operations from McDougal Property Management.</p> <p>As the Board will remember, MSHI had requested that HUD grant them an 18-month audit period (July 1, 2011 to December 31, 2012). This would have yielded cost savings by waiting until the end of FY 2013 to audit the project. In addition, the first few months from the end of construction to the beginning of operations are difficult as the project moves from Tri-County control of financial records to McDougal's control of these records. In his audit, Carlos Taboada noted that there were inconsistencies between McDougal's books (the official books for operations) and what Tri-County had recorded. As a result, Carlos cited two deficiencies, neither a material weakness, which require action. Tri-County staff has already worked with McDougal staff to correct these issues.</p> <p>As the Independence Communities, Inc. (ICI) Board members may recall, these issues with bookkeeping were an area of focus during that Board's first year of operations. Staff is confident that we will resolve Mr. Taboada's concerns quickly.</p> <p>There have been a series of growing pains at Independence Place that McDougal advised the MSHI Board about. At this time, staff notes that most of these issues have been resolved amicably. On-site management has stabilized and the project is improving daily.</p> <p>Staff would like to thank Barbara Duren for her generous donation of a bike rack for the residents at the site.</p> <p>The apartments remain full and there are 9 approved individuals on the waiting list.</p>	
Supporting Documentation: None	
Recommended Action: For Information Only	

Agenda Item: Cleveland Supported Housing, Inc. (CSHI) Quarterly Update	Board Meeting Date May 24, 2012
Committee: Business	
Background Information: <p>The Cleveland Supported Housing, Inc. (CSHI) Board had two meetings within the last quarter. The first meeting was held on April 5, 2012 in Cleveland, TX. Staff introduced the HUD-811 process and discussed site design for Independence Oaks. In addition, the CSHI Board:</p> <ul style="list-style-type: none"> • Ratified the Certificate of Formation; • Approved Bylaws; • Elected Officers; <ul style="list-style-type: none"> ○ Brad Browder, President ○ David Walker, Vice-President ○ Margie Powell, Secretary • Approved filing of the 501(c)3 application; and • Approved submission of the HOME application to the Texas Department of Housing and Community Affairs (TDHCA). <p>The second meeting was held on May 2, 2012 at Independence Place in Montgomery, TX. After a brief tour of the site, Mr. Herman Thun of LZT Architects reviewed site design considerations and solicited feedback from the Board on different design elements for the Cleveland project. In addition, the Board interviewed three contractors and selected Cook Construction of Cleveland, TX to serve as the General Contractor for Independence Oaks.</p> <p>Staff has worked with Gagnier Hicks Associates and LZT Architects to develop a budget for the project. Staff expects that it will take \$2.3 million to construct a project in Cleveland, TX that is similar to the project in Montgomery, TX if there are no unforeseen expensive surprises as there was in the construction of Independence Place. As a result, staff is seeking \$720,000 in additional funding for the project.</p> <p>Staff submitted the HOME application to TDHCA on April 30, 2012. The application was 648 pages long with all of the required attachments. Unfortunately, staff has received word that our application did not meet 'threshold requirements' and will not be funded this cycle. We were aware that two of our attachments were not completed within their timelines, but it was not completely clear that these attachments were required for our application (it appeared that they might just be required for Tax Credit applications). In addition, it would have taken longer to commission new studies (market survey and environmental study) than we had from the point we decided to apply. Staff will plan to apply again in the next cycle and are continuing to seek other funding sources.</p>	
Supporting Documentation: None	
Recommended Action: For Information Only	

UPCOMING MEETINGS

JUNE - NO BOARD MEETING

July 26, 2012 - Board Meeting

- Approve Minutes from May 24, 2012 Board Meeting
- Longevity Recognition Presentations
- Community Resources Report for May & June 2012
- Consumer Services Reports for May & June 2012
- Program Updates for May & June 2012
- 3rd Quarter FY 2012 Corporate Compliance & Quality Management Report
- 4th Quarter FY 2012 Corporate Compliance Training
- Year to Date FY 2012 Goals & Objectives Progress Report
- Program Presentation - Regional Authorization
- Appoint Nominating Committee for FY 2013 Board Officers
- Appoint Executive Director Evaluation Committee
- Personnel Reports for May & June 2012
- Approve May 2012 Financial Statements
- Approve June 2012 Financial Statements
- Approve FY 2012 Audit Engagement Letter
- 3rd Quarter FY 2012 Investment Report
- Board of Trustees' Unit Financial Statements for May & June 2012
- Cleveland Supported Housing, Inc. Update
- Other Business Committee Issues

August 30th, 2012 - Board Meeting

- Approve Minutes from July 26, 2012 Board Meeting
- Approve Goals & Objectives for FY 2013
- Community Resources Report for July 2012
- Consumer Services Report for July 2012
- Program Updates for July 2012
- Program Presentation - Veteran Services
- Annual Election of FY 2013 Board Officers
- Executive Director's Evaluation, Compensation & Contract for FY 2013
- Nominations for the Texas Council Risk Management Fund's Board of Trustees
- Personnel Report for July 2012
- Texas Council Quarterly Board Meeting Update
- Approve July 2012 Financial Statements
- Approve FY 2012 Year End Budget Revision
- Approve Proposed FY 2013 Operating Budget
- Approve Amendment to the FY 2012-2013 Department of State Health Services Performance Contract
- Approve Amendment to the FY 2012-2013 Department of Aging & Disability Services Performance Contract
- Board of Trustees' Unit Financial Statements for July 2012
- Cleveland Supported Housing, Inc. Update
- Other Business Committee Issues