

AGENDA
Texoma Council of Governments
Governing Board Meeting
Thursday, January 17, 2013 – 5:30 p.m.

A. Call to Order & Declaration of a Quorum

B. Invocation and Pledges

C. Welcome Guests

D. Approval of Minutes: Approve Meeting Minutes for December 2012 – **page 3**

E. Executive Director's Report

- a. Update on legislative priorities
- b. Municipal Solid Waste Program presentation – David Trout, Municipal Solid Waste Program Manager

F. Consent

All items on Consent Agenda are considered to be routine by the Council of Governments and will be enacted with one motion. There will not be separate discussion of these items unless a member of the governing body or a citizen so requests, in which event these items will be removed from the general order of business and considered in normal sequence.

- 1. December 2012 Liabilities (AF):** Authorize the Secretary/Treasurer to make payments in the amounts as listed.

Terrell Culbertson, Finance Director – page 10

- 2. Amy Young Barrier Removal Program Contract (CS):** Authorize the Executive Director to enter into an Amy Young Barrier Removal contract with the Texas Department of Housing and Community Affairs (TDHCA).

Allison Minton, Client Services Department Director – page 24

- 3. Collaborative Emergency Solutions Grant (CS):** Authorize the Executive Director to execute a memorandum of understanding with North Texas Youth Connection to accept \$96,750 of the Emergency Solutions Grant funded through the Texas Department of Housing & Community Affairs (TDHCA).

Brenda Smith, Energy Services Program Manager – page 39

- 4. TACAA ONCOR Weatherization Contract (CS):** Authorize the Executive Director to execute a contract with Texas Association of Community Action Agencies (TACAA) on behalf of ONCOR Electric Delivery Company in an amount up to \$175,000.

Brenda Smith, Energy Services Program Manager – page 42

G. Action

- 1. Texoma Senior Citizens Foundation Pass Thru Livelihood Funding (AS):** Accept grant funding in the amount of \$100,000 from the Texoma Senior Citizens Foundation for the purpose of providing services for seniors in the Sherman area through TCOG's Care Coordination Program.

Karen Bray, Aging Services Department Director – page 49

2. **Annual Section 8 Management Assessment Program (SEMAP) Certification (CS):** Authorize submission of the Annual Section 8 Management Assessment Program (SEMAP) certification to the Department of Housing and Urban Development (HUD) for Fiscal Year ending December 31, 2012.
Rayleen Bingham, Section 8 Program Manager – page 53
3. **TCOG Administrative Contract Amendment (AF):** Approve the Contract Amendment between TCOG and the Texoma Housing Partners (THP) to provide for an annual Management Fee.
Susan B. Thomas, PhD, Executive Director – page 60
4. **TCOG FYE 2013 Budget Status Update (AF):** Accept recommendation to increase employee benefit allocation rate to 57% effective January 1, 2013.
Terrell Culbertson, Finance Director – page 62

H. President's Report

I. Adjourn

AS: Aging Services Department
AF: Administration & Finance Department
CS: Client Services Department
GS: Government Services Department

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Jeannette Phillips at 903-813-3510 two (2) work days prior to the meeting so that appropriate arrangements can be made. The above Agenda was posted online at <http://www.tcog.com> and physically posted at the Texoma Council of Governments offices in a place readily accessible to the public. The Agenda was also faxed to the County Clerk offices in Cooke, Fannin and Grayson Counties, Texas on Friday, January 11, 2012.

Texoma Council of Governments
Minutes
Governing Board Meeting
Thursday, December 20, 2012 – 5:30 p.m.

Members Present: Al Smith, Roy Floyd, Jim Goldsworthy, Cecil Jones, Bill Lindsay, Mary Norris, John Roane, David Spindle, Cary Wacker, Bart Lawrence, Bill McFatridge

- A. Al Smith called the meeting to order and a quorum was declared of the Governing Board at 5:30 p.m.
- B. Invocation and Pledges
- C. Welcome Guests: Jonathan Cannon, Bill Shipp
Staff Present: Susan B. Thomas, PhD, Terrell Culbertson, Karen Bray, Allison Minton, Randy McBroom, PhD, Mindi Jones, Sean Norton, C.J Durbin-Higgins, Brenda Smith
- D. A motion was made by Bill Lindsay to approve the minutes for the month of November 2012. This motion was seconded by Cecil Jones. Motion carried.
- E. Executive Director's Report
 - 1. Randy McBroom, Government Services Department Director, provided a report on the 2012 Quarter 2 and Quarter 3 Economic Dashboard updates.
 - 2. Brenda Smith, Energy Services Program Manager, provided a presentation on the Energy Services Program.
- F. A motion was made by Roy Floyd to approve the Consent Items. This motion was seconded by Mary Norris. Motion carried.
 - 1. Authorize the Secretary/Treasurer to make payments in the amounts listed.
- G. Action
 - 1. A motion was made by Jim Goldsworthy to approve the Texoma Regional Implementation Plan for 2013 & Regional Preparedness Report. This motion was seconded by Cecil Jones. Motion carried.
 - 2. A motion was made by Cary Wacker to authorize payment of annual membership dues to National Association of Development Organizations (NADO) in the amount of \$2,000, Texas Association of Regional Councils (TARC) in the amount of \$6,849.17, and The Corporation for Texas Regionalism (CTR) in the amount of \$5,000 and name Bill Lindsay as TCOG Board Designee to TARC and CTR. This motion was seconded by Roy Floyd. Motion carried.
 - 3. A motion was made by Cary Wacker to authorize the creation of Information & Referral (I&R) Service Specialist Job Category. This motion was seconded by Bill Lindsay. Motion carried.
 - 4. A motion was made by Cary Wacker to accept and authorize issuing an amendment to TCOG's Personnel Policy Manual regarding Holidays. This motion was seconded by Mary Norris. Motion carried.
 - 5. No action was taken regarding TCOG FYE 2013 Budget.
- H. At 6:15 p.m., Al Smith announced that a closed meeting would take place as authorized by the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, Section 551.074, "Personnel Matters; Closed Meeting," for the Board to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
 - 1. At 6:30 p.m., the Board reconvened into open meeting.
 - 2. A motion was made by Mary Norris to grant a 2.0% salary increase to Executive Director Susan B. Thomas, PhD effective January 1, 2013. This motion was seconded by Cecil Jones. Motion carried.
- I. President's Report

Governing Board Meeting Minutes

Thursday, December 20, 2012

Page 2

- J. A motion was made by Roy Floyd to adjourn the meeting at 6:50 p.m. This motion was seconded by Cecil Jones. Motion carried.

AF: Administration & Finance Department

AS: Aging Services Department

CS: Client Services Department

GS: Government Services Department

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Texas Association of Regional Councils

83rd Legislative Session Objectives

9-1-1 Service Fee – Fund 5050

OVERVIEW: The Commission on State Emergency Communications (CSEC) oversees statewide 9-1-1 services. The program is funded by wireline, wireless and prepaid wireless 9-1-1 service fees collected from customers in the areas in which 9-1-1 service is provided by the state's 24 Regional Planning Commissions (RPCs). The 9-1-1 fees pay for the telecommunications network, equipment and databases that are required to deliver a 9-1-1 call from a citizen to a public safety answering point (e.g. sheriff office or police station).

The regional program provides 9-1-1 service to 224 of the 254 counties in Texas, which covers one-third of Texas' population and two-thirds of its mostly rural landmass. In the remaining counties 9-1-1 service is overseen and funded by Emergency Communications Districts not included in the CSEC program.

The collected fees for CSEC are deposited in the State Treasury and subject to appropriation by the legislature. The amount collected is a general revenue-dedicated account. Over the last several budget cycles, not all of the funds collected have been appropriated for their specified use. A fund balance, estimated at \$164.5 million, was used in the 2012-2013 budget certification process.

The existing 9-1-1 system will soon be obsolete. Funding is needed to transition 9-1-1 service to a new digital network in order to maintain current service levels and allow for expanded services and enhanced features such as text messaging.

OBJECTIVES:

- **TARC supports a direct distribution of wireless revenues to the RPC's to streamline administration and allocation of funds.**
- **TARC supports an appropriation of the total revenue stream generated each biennium to fully fund the RPC's current 9-1-1 systems and mission critical 9-1-1 equipment replacement.**
- **TARC supports appropriation of \$50 million every budget cycle for the next three biennia to fully fund the regional council network preparation and transition to Next Gen 9-1-1, supported by a state level network**
- **TARC supports a contingent revenue rider not to exceed \$7 million for the implementation, enhancement, and maintenance of regional ESInets.**

IMPACT & EXAMPLES: Without a digital network, the state's 9-1-1 program cannot receive text or multi-media communications. This is the equivalent of using a rotary dial telephone in the world of wireless capabilities.

The new system will be fully interoperable and allow for information, such as pictures via text, to be shared with the Department of Public Safety, Poison Control, the State and National Guard, various law enforcement agencies, and other emergency assistance organizations.

For more information please email tarc@txregionalcouncil.org.

Texas Association of Regional Councils



Texas Association of Regional Councils

83rd Legislative Session Priorities

Solid Waste Disposal Fees – Fund 5000

OVERVIEW: The dedicated funding collected in Fund 5000 is a cooperative effort among state, regional and local governments, and private enterprise to assist the State in safeguarding the health, general welfare and physical property of citizens by encouraging a reduction in solid waste generation - including waste diversion from landfills and enforcement of anti-dumping laws.

According to the Solid Waste Disposal Act (*Health and Safety Code, Chapter 361*), landfills may charge up to \$1.25 per ton by weight or 40 cents per cubic yard by volume of compacted waste and 25 cents per cubic yard by volume of uncompacted waste. This is called a “tipping fee.”

These funds are remitted to the state and 50% of the revenue is allocated to regional and municipal solid waste (MSW) programs. This program, also known as the Regional Solid Waste Grants Program, distributes the revenues based on a formula that includes population, area, fee generation and public health needs.

As a dedicated account in general revenue, the full 50% has not been appropriated to the councils of government for regional programs. The balance of the account is estimated at about \$199.9 million for the current biennium.

OBJECTIVES:

- **TARC supports the full appropriation of tipping fees and an allocation by TCEQ of no less than 50% of tipping fees to regional councils for local and regional waste reduction programs, as provided by current law**
- **TARC supports working cooperatively with the legislature and TCEQ to determine a method for allocating the dedicated account balance utilizing the existing regional council structure to provide accountability and local prioritization.**

IMPACT: These grants support many activities at the local level including litter abatement and cleanup of illegal dump sites, recycling and material reduction operations, household hazardous waste management, and Citizen Collection Stations.

For more information please email tarc@txregionalcouncil.org.

Texas Association of Regional Councils



Texas Association of Regional Councils

83rd Legislative Session Priorities

State Financial Assistance Grant

OVERVIEW: The State Financial Assistance Grant, administered by the Office of the Governor's Criminal Justice Division, under Trusteed Programs, gives councils of government greater flexibility to maximize matching local grants, cover unforeseen administrative costs, and pay for other necessary expenses.

The funds are allocated among the regional councils according to a statutory formula driven by population and the number of member counties, with a \$10,000 base amount plus \$1,000 per member-county and 10 cents per capita on all population in member cities and counties in each region.

OBJECTIVES:

- **TARC supports a rider changing the name of the grant program to the "Intergovernmental Efficiency and Coordination Grant (IECG)" and specifying its use in promoting intergovernmental cooperation and assistance with state agencies.**
- **TARC also requests a \$5 million appropriation in 2013-2014, through a budget rider. This amount would help maximize opportunities to leverage federal, state and local dollars for important regional programs.**

IMPACT & EXAMPLES:

Many regions used the funds to provide the local cash match, required by the Title III Older Americans' Act, to support programs such as congregate and home-delivery meals, benefits counseling, and an ombudsman who advocates for quality of life and care of residents in nursing homes and assisted living facilities.

In one rural region, a \$63,522 allocation in fiscal year 2011 was used to:

- 1) Leverage an additional \$700,000 in federal and local resources to successfully implement a 26 county regional mass emergency notification system;
- 2) Partially support rural community development grant writing services which resulted in 16 successful grants totaling \$3.46 million for water & sewer improvements, downtown redevelopment activities and local park facility development; and
- 3) Leverage more than \$1.9 million in principally federal funds to provide a variety of services for senior Texans.

The funds also allowed a hurricane-impacted region to partner with FEMA and the Corps of Engineers to provide its member governments with technical assistance on flood plan management, and work with the TCEQ for waste water treatment planning and services.

For more information please email tarc@txregionalcouncil.org.

Texas Association of Regional Councils



Texas Association of Regional Councils

83rd Legislative Session Priorities

Radio Interoperability

OVERVIEW: Councils of government maintain the regional systems for the State Communication Interoperability Plan (SCIP). These systems provide radio interoperability infrastructure and require long-term maintenance.

HB 442, which passed during the 82nd Legislative Session, created the Emergency Radio Infrastructure Account; however, there was no appropriation of funds. Funds collected under this account are to be used for the following:

- Planning, development, provision, enhancement, and/or ongoing maintenance of an interoperable statewide emergency radio infrastructure;
- Implementation of the state communications interoperability plan;
- Development of a regional or state interoperable radio communications system;
- Grants to regional councils of governments or state agencies requiring emergency radio communications infrastructure; or
- Other public safety purposes.

To date, there is a fund balance of \$19.7 million in this general revenue – dedicated account.

OBJECTIVE:

- **TARC supports the creation of a solid funding stream for interoperability infrastructure and the long-term maintenance and operations for interoperable communications.**

IMPACT: Interoperability is a crucial aspect of homeland security and emergency preparedness. Without the proper systems, there is no efficiency among state and local agencies when preparing or responding to crisis situations.

For example, the wildfires in 2011 required multiple state and local emergency responders to contain the fires and assist with citizen evacuations. Effective lines of communication were essential in saving the lives of many Texans. Also, with our state's expansive border it is vital to share integrated information for border security operations.

For more information please email tarc@txregionalcouncil.org.

Texas Association of Regional Councils



Texas Association of Regional Councils

83rd Legislative Session Priorities

Regional Law Enforcement Training Programs

OVERVIEW: The Office of the Governor's Criminal Justice Division provides support for a wide variety of programs designed to reduce crime and improve the state's justice system. The councils of government receive grant money from the Division's Fund 421 and provide law enforcement training academies around the state.

Nearly 80% of Texas law enforcement agencies train recruits through these academies. The funds for local programs are allotted every year at the complete discretion of the Division and 14 academies receive 100% of their funding from Fund 421. In FY2012 the appropriation to Fund 421 was reduced by over \$18 million.

OBJECTIVES:

- **TARC supports adequate continued funding for the Office of the Governor, Criminal Justice Division through the full appropriation of the state's Fund 421.**
- **TARC supports the establishment of a dedicated funding stream to support regional law enforcement academies and training.**

IMPACT: Twenty-three councils of government receive funding to support the delivery of law enforcement training to their communities. Collectively in FY11, the programs delivered over 1.7 million hours of grant-supported training at an average cost of \$2.17 per hour delivered.

Not only do these academies provide Basic Peace Officer training, but all Texas Peace Officers are required to complete at least 40 hours of additional coursework every two years, and the local academies serve an important role in continuing education classes to keep officers licensed.

A reduction in funding will negatively impact affordable and accessible law enforcement training which is vital to the safety and well-being of all Texans.

For more information please email tarc@txregionalcouncil.org.

Texas Association of Regional Councils

TEXOMA COUNCIL OF GOVERNMENTS
Check/Voucher Register - LIABILITY LISTING
0017 - SECT 8 CASH IN BANK CHASE
From 12/1/2012 Through 12/31/2012

Vendor Name	Check Number	Check Date	Transaction Description	Check Amount
ABLE ESTATE / DIAMOND PLACE APT.	75804	12/3/2012	G-01183	403.00
ABLE ESTATE / DIAMOND PLACE APT.	75830	12/3/2012	G-01182	580.00
ABLE ESTATE / DIAMOND PLACE APT.	75886	12/3/2012	G-01171	420.00
ALBANNA, REBECCA G.	75841	12/3/2012	G-00954	279.00
AMBIT ENERGY LP	75842	12/3/2012	various clients	197.00
AMBIT ENERGY LP	75996	12/3/2012	#A3463811	105.00
AMBIT ENERGY LP	76106	12/17/2012	#A3505220	571.00
AMLIN, MARSHALL D.	75997	12/3/2012	F-00275	280.00
ARROW WOOD APTS.	75799	12/3/2012	various clients	1,267.00
ARROW WOOD APTS.	75835	12/3/2012	G-01120	145.00
ARROW WOOD APTS.	75843	12/3/2012	various clients	2,928.00
ARROW WOOD APTS.	76112	12/17/2012	G-01185	228.00
ARROW WOOD APTS.	76117	12/17/2012	G-01120	74.00
ATKIN, VERNA	75998	12/3/2012	F-00714	350.00
ATMOS ENERGY CO	75844	12/3/2012	#80-005673216-0243754-2	17.00
ATMOS ENERGY CO	75999	12/3/2012	#8000092780002106210	55.00
ATMOS ENERGY CO	76000	12/3/2012	#80-005065974-0208229-0	39.00
ATNIP, JULIE M. / JULIE ATNIP PROPER...	75845	12/3/2012	G-00322	198.00
BA RESIDENTIAL, L.L.C.	76004	12/3/2012	various clients	962.00
BA RESIDENTIAL, L.L.C.	76128	12/17/2012	F-00778	335.00
BACON, JAMES L.	76001	12/3/2012	F-00720	334.00
BANKS, WANDA M.	75846	12/3/2012	G-01110	761.00
BARRETT, CARMAN M.	75847	12/3/2012	G-01146	520.00
BARRIER, JEFF N.	75848	12/3/2012	G-01122	740.00
BAUGH , LEWIS C.	75849	12/3/2012	G-01079	602.00
BAUMAN, JACQUELYN	76002	12/3/2012	F-00616	243.00
BEALL, DAVID M.	75850	12/3/2012	G-01072	337.00
BELL, MARGARET CARREATHERS	75851	12/3/2012	G-00870	447.00
BERUBE, LINDA MARIE	76003	12/3/2012	F-00095	167.00
BILLY JOE NELMS	76062	12/3/2012	F-00723	400.00
BLACKWELL, CLYDE	76005	12/3/2012	F-00689	10.00
BLUESTONE PARTNERS LLC	75853	12/3/2012	G-00939	731.00
BOHNANNAN, RONALD DION	75854	12/3/2012	G-00710	412.00
BONHAM APARTMENTS LTD	76006	12/3/2012	various clients	3,936.00
BONHAM VILLAGE APARTMENTS, LTD.	76007	12/3/2012	various clients	549.00
BOOTH, BRUCE	75811	12/3/2012	G-01031	339.00
BOOTH, BRUCE	75833	12/3/2012	G-01076	440.00
BOOTH, BRUCE	75917	12/3/2012	various clients	778.00
BOOTH, BRUCE / BOOTHE FAMILY TR...	75862	12/3/2012	various clients	1,084.00
BORJAS, BASILISA	76008	12/3/2012	F-00031	499.00
BOYD, QUENTON	75855	12/3/2012	G-00808	525.00
BRANDANI, JOE	76009	12/3/2012	various clients	1,040.00
BRANDMAN, JOHN D.	75856	12/3/2012	G-00143	565.00
BRISTOL SQUARE APARTMENTS	76010	12/3/2012	various clients	1,142.00
BROWN, WILLIAM	75857	12/3/2012	G-00940	246.00
BUCHANAN, MARK. A	76011	12/3/2012	F-00108	427.00
BUCKNER, KELVIN	75858	12/3/2012	G-00572	444.00
BURNETT, JOHN W.	76012	12/3/2012	F-00762	393.00
BURT, WILLIAM RUSSELL	76013	12/3/2012	various clients	630.00
BURT, WILLIAM RUSSELL	76127	12/17/2012	F-00777	440.00
BURTON, GREGORY P.	75859	12/3/2012	G-00838	750.00
BUTLER, BOBBY L.	76014	12/3/2012	F-00318	276.00
CABRERA, VALENTINA	75860	12/3/2012	G-00959	397.00
CAL SHERM PARTNERS L.P.	75820	12/3/2012	VARIOUS CLIENTS	1,508.00

TEXOMA COUNCIL OF GOVERNMENTS
Check/Voucher Register - LIABILITY LISTING
0017 - SECT 8 CASH IN BANK CHASE
From 12/1/2012 Through 12/31/2012

Vendor Name	Check Number	Check Date	Transaction Description	Check Amount
CAL SHERM PARTNERS L.P.	75964	12/3/2012	various clients	2,566.00
CALIX PROPERTIES	75800	12/3/2012	G-00683	269.00
CALIX PROPERTIES	75861	12/3/2012	various clients	3,379.00
CALIX PROPERTIES	76113	12/17/2012	G-01187	450.00
CALIX PROPERTIES	76114	12/17/2012	G-01188	1,026.00
CARAWAY, ROBERT	76015	12/3/2012	F-00239	339.00
CARR, SANDRA GAIL	75863	12/3/2012	G-00788	146.00
CARTER II, CRETA LYNN	75865	12/3/2012	G-00406	561.00
CARTER, BOBBIE J.	75801	12/3/2012	G-01078	659.00
CARTER, BOBBIE J.	75864	12/3/2012	G-01038	499.00
CARY, JOSEPH	76016	12/3/2012	F-00701	416.00
CASTLE, STEPHENIA	76017	12/3/2012	various clients	1,411.00
CHAFFIN, CHRISTEN AND GUILD MORT...	76101	12/17/2012	G-HO-00006	196.00
CHEN, DONNY Y.	75866	12/3/2012	G-00789	675.00
CHICAGO LEGACY GROUP LP	75867	12/3/2012	various clients	622.00
CHOI, JOHN H.	75868	12/3/2012	G-01074	162.00
CITY OF BONHAM	76018	12/3/2012	#109563	52.00
CITY OF BONHAM	76019	12/3/2012	#113100	39.00
CITY OF DENISON	75870	12/3/2012	#511270-011	79.00
CITY OF DENISON	75871	12/3/2012	#842090012	18.00
CITY OF DENISON	75872	12/3/2012	#810450-003	19.00
CLONTZ, LOIS A.	75869	12/3/2012	G-01036	330.00
CONCORD VILLAGE APTS	75873	12/3/2012	G-00277	195.00
COTTRELL, WILLIE	75874	12/3/2012	G-01004	575.00
COUNTRY VILLAGE OF BONHAM	76020	12/3/2012	various clients	3,086.00
COX, LAWRENCE D.	75852	12/3/2012	G-01105	725.00
CREW, JACK	75875	12/3/2012	G-01029	393.00
CROCKER, JIM I.	75877	12/3/2012	G-00161	600.00
CROCKER, JIM I.	75878	12/3/2012	G-00306	247.00
CUPID PROPERTIES LLC	75879	12/3/2012	various clients	1,500.00
DAVIS SUZANNE	76021	12/3/2012	F-00661	419.00
DAVIS, JOSEPH	75880	12/3/2012	various clients	940.00
DEAN GILBERT REALTORS	75802	12/3/2012	G-00733	221.00
DEAN GILBERT REALTORS	75803	12/3/2012	G-00997	766.00
DEAN GILBERT REALTORS	75881	12/3/2012	varius clients	1,121.00
DEAN GILBERT REALTORS	75882	12/3/2012	G-00075	376.00
DENISON LAKEVIEW PARK	75810	12/3/2012	various clients	920.00
DENISON LAKEVIEW PARK	75915	12/3/2012	various clients	2,565.00
DENISON LAKEVIEW PARK	76111	12/17/2012	PBV-G-00009	204.00
DENPROP, L.L.C.	75883	12/3/2012	varius clients	1,125.00
DGR MGT CO. INC.	75814	12/3/2012	various clients	791.00
DGR MGT CO. INC.	75834	12/3/2012	G-01179	525.00
DGR MGT CO. INC.	75931	12/3/2012	various clients	894.00
DIRECT ENERGY	75884	12/3/2012	varius clients	136.00
DIRECT ENERGY	76023	12/3/2012	#651211054	19.00
DIRECT ENERGY	76024	12/3/2012	#653233585	75.00
DIRECT ENERGY	76025	12/3/2012	#3611575	81.00
DIRECT ENERGY LP	76105	12/17/2012	#11664	58.00
DIXON JR, GENE	75805	12/3/2012	various clients	1,762.00
DIXON JR, GENE	75828	12/3/2012	G-00590	417.00
DIXON JR, GENE	75832	12/3/2012	various clients	457.00
DIXON JR, GENE	75903	12/3/2012	various clients	2,000.00
DNJ REAL ESTATE	76022	12/3/2012	F-00606	277.00
DOYLE, GARRY D.	76026	12/3/2012	F-00743	428.00

TEXOMA COUNCIL OF GOVERNMENTS
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0017 - SECT 8 CASH IN BANK CHASE
From 12/1/2012 Through 12/31/2012

Vendor Name	Check Number	Check Date	Transaction Description	Check Amount
DPI ENERGY LLC	75885	12/3/2012	#301849	81.00
DULANEY, JERRY M.	76027	12/3/2012	F-00706	233.00
DUNCAN CLIFTON WINRIGHT	76028	12/3/2012	F-00726	405.00
DUNLAP, KIM	75887	12/3/2012	various clients	1,093.00
DUNN, DONALD RAY	75888	12/3/2012	G-00138	252.00
EAST COAST MANAGEMENT LLC	75831	12/3/2012	G-01096	490.00
EAST COAST MANAGEMENT LLC	75889	12/3/2012	various clients	1,274.00
ENLOW GROUP LLC	76029	12/3/2012	various clients	2,739.00
EVANS, JESSICA M.	76030	12/3/2012	F-00740	336.00
F.L RAINTREE LTD	75836	12/3/2012	G-01046	403.00
FANNIN CO ELECTRIC CO-OP INC	76031	12/3/2012	#5169701	100.00
FIRST CHOICE POWER	75891	12/3/2012	various clients	425.00
FIRST CHOICE POWER	76032	12/3/2012	various clients	212.00
FIRST CHOICE POWER	76104	12/17/2012	#655001102221525	72.00
FIRST CHOICE POWER	76107	12/17/2012	#676126402	668.00
FIRST CHOICE POWER	76110	12/17/2012	#674730239	324.00
FIRST CHOICE POWER	76126	12/17/2012	#67037894	292.00
FORINASH, BRIAN P.	75892	12/3/2012	G-01024	406.00
FRANKS, HELEN	75893	12/3/2012	G-01013	79.00
FREDERICKSON, JAMES R.	75894	12/3/2012	various clients	869.00
FRICKE, JUNE	76033	12/3/2012	F-00503	319.00
FULLER, DANNY G.	75895	12/3/2012	various clients	600.00
GARZA, JUAN M	76034	12/3/2012	various clients	725.00
GARZA, PAMELA AND THE FIRST NATIO...	76120	12/17/2012	F-HO-00005	446.26
GILSTER INC. DBA GILSTER PROPERT...	75896	12/3/2012	G-01066	306.00
GLASER, JUDITH	76035	12/3/2012	various clients	1,338.00
GODBAY, JOHN	76036	12/3/2012	F-00170	55.00
GOODE, RHONDA	75897	12/3/2012	various clients	579.00
GOODWIN J.D.	76037	12/3/2012	F-00739	288.00
GREEN MOUNTAIN ENERGY CO.	76038	12/3/2012	#40407674	59.00
GREENE, DAVID P.	75898	12/3/2012	G-00042	431.00
GREER, FRANCES AND USDA RURAL D...	76118	12/17/2012	F-HO-00002	194.00
GRIJALVA, SAUL	76039	12/3/2012	F-00704	552.00
GUILD MORTGAGE COMPANY AND HO...	76122	12/17/2012	F-HO-00006	9.00
GVD RIDGEVIEW LLC	75951	12/3/2012	various clients	1,008.00
HALLFORD, LOUIE A.	75899	12/3/2012	various clients	1,131.00
HAMPTON, MICHAEL L.	75900	12/3/2012	G-00380	402.00
HARDWICK, RANDY	75827	12/3/2012	G-00746	626.00
HARDWICK, RANDY	75901	12/3/2012	various clients	2,032.00
HARDY, RUSSELL DON	76040	12/3/2012	various clients	708.00
HARVEY, JOHN MILTON	76041	12/3/2012	F-00698	150.00
HERNANDEZ, ANTONIO	76042	12/3/2012	various clients	532.00
HERNANDEZ, ANTONIO	76123	12/17/2012	F-00282	50.00
HIGGS, BOBBY L.	76043	12/3/2012	F-00638	350.00
HILLTOP VILLAGE APARTMENTS	75807	12/3/2012	various clients	965.00
HILLTOP VILLAGE APARTMENTS	75905	12/3/2012	various clients	7,095.00
HOFMANN MRAZ CARE HOME	76044	12/3/2012	various clients	2,571.00
HOGENSON, REGINA COX	75876	12/3/2012	G-01102	410.00
HOLLON, LARRY BRET	75906	12/3/2012	G-01056	225.00
HOLMES, JR., JOSEPH R.	76045	12/3/2012	F-00681	260.00
HOMESTEAD ESTATES MHP/ JUSTICE P...	76050	12/3/2012	various clients	2,305.00
HORNER, MELISSA ANN	75809	12/3/2012	G-00458	384.00
HOUSING ASSOICIATES OF HERITAG	75902	12/3/2012	various clients	6,045.00
HUNT, JOE G.	76046	12/3/2012	F-00043	252.00

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Vendor Name	Check Number	Check Date	Transaction Description	Check Amount
IOLA DBA TAPPAN ZEE	75907	12/3/2012	G-00904	658.00
JACOBS, RICHARD	75908	12/3/2012	G-00952	666.00
JAYNES, LONNIE J.	76047	12/3/2012	F-00477	445.00
JENKINS, FRANCES	75909	12/3/2012	various clients	851.00
JENNINGS, MICHAEL	75910	12/3/2012	G-00816	342.00
JOHNSON, G.F.	75808	12/3/2012	G-01130	170.00
JOHNSON, G.F.	75912	12/3/2012	G-01002	514.00
JPL FAMILY LTD PARTNERSHIP	76048	12/3/2012	various clients	1,408.00
JSBR INC.	75911	12/3/2012	G-00984	469.00
JUST ENERGY TEXAS I CORP.	76049	12/3/2012	#4745325	40.00
JUST ENERGY TEXAS I CORP.	76108	12/17/2012	#6031762	372.00
JUST ENERGY TEXAS I CORP.	76115	12/17/2012	#493861	216.00
KARAM, GEORGE	75913	12/3/2012	G-00350	574.00
KATY CREEK RETIREMENT VILLAGE	76051	12/3/2012	various clients	2,741.00
KIGHT FAMILY LIMITED PARTNERSHIP #1	75914	12/3/2012	varius clients	1,170.00
KINGSTON PROPERTIES	76053	12/3/2012	various clients	631.00
LAMB, BILLY J	75918	12/3/2012	G-00321	350.00
LANCET COURT APARTMENTS	76054	12/3/2012	various clients	470.00
LATIMER, JAY	75812	12/3/2012	G-01006	388.00
LATIMER, JAY	75919	12/3/2012	various clients	720.00
LAUGHLIN, GLEN	75920	12/3/2012	various clients	842.00
LEAK, KENNETH	75921	12/3/2012	G-01028	90.00
LIPSCOMB, CHAD CARLTON	76055	12/3/2012	F-00243	287.00
LITTLEFIELD, WILLIAM	75922	12/3/2012	G-00783	422.00
LJUNGKULL, JOEL	75923	12/3/2012	various clients	693.00
LOPEZ, NIKOL L.	75813	12/3/2012	G-00928	269.00
MALMAY , MICHELLE LYNN	75924	12/3/2012	various clients	2,347.00
MARTINEZ SR., RICARDO A.	76056	12/3/2012	F-00690	400.00
MATLOCK, DOROTHY	75925	12/3/2012	G-01168	508.00
MC CORMICK, LARRY W	76058	12/3/2012	V-XXX-0042	559.00
MCBROOM, DAVID R.	76057	12/3/2012	F-00724	334.00
MCCLLOUR, CHRIS	75926	12/3/2012	G-000741	139.00
MCDONNELL, DEE JUANITA	75927	12/3/2012	G-00036	268.00
MILLSAP, BOB L	75928	12/3/2012	varius clients	3,079.00
MILLSAP, BOB L	76102	12/17/2012	G-01184	15.00
MITCHELL, SYLVIA	75929	12/3/2012	G-00737	650.00
MOHAMMED, ABDUL	75930	12/3/2012	various clients	1,663.00
MONROE, MARLENE	75806	12/3/2012	G-01178	389.00
MONROE, MARLENE	75904	12/3/2012	G-01141	345.00
MOORE, CECELIA F	76059	12/3/2012	F-00125	419.00
MORRIS, MARY L.	75932	12/3/2012	G-00864	659.00
MORRIS, RANDY K.	76060	12/3/2012	various clients	1,564.00
MORRIS, RANDY K.	76124	12/17/2012	VARIOUS CLIENTS	1,086.00
MURPHY PROPERTIES	76061	12/3/2012	various clients	1,495.00
MURPHY PROPERTIES	76103	12/17/2012	G-00773	450.00
NATAYENA L.L.C	75933	12/3/2012	G-00661	403.00
NIBLET, WILLIAM C.	75934	12/3/2012	G-00848	615.00
NORMANDY MANOR APARTMENTS	75935	12/3/2012	various clients	3,847.00
NORTH TEXAS RENT HOMES	75936	12/3/2012	G-00487	603.00
NORTH TEXAS RENT HOMES	76063	12/3/2012	F-00328	308.00
NUNNELEE, ROBERT M	76065	12/3/2012	various clients	2,115.00
NUNNELEE, ROBERT M	76064	12/3/2012	various clients	1,154.00
NUNNELEE, ROBERT M	76066	12/3/2012	various clients	2,191.00
NUNNELEE, ROBERT M	76067	12/3/2012	various clients	2,780.00

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NUNNELEE, ROBERT M	76068	12/3/2012	F-00284	197.00
NUNNELEE, ROBERT M	76092	12/3/2012	F-00284	197.00
NUNNELEE, ROBERT M	76129	12/17/2012	F-00779	35.00
OAKVIEW RENTALS LP	75815	12/3/2012	various clients	640.00
ODOM, RODNEY LEE	75937	12/3/2012	V-XXXXXIV-0049	363.00
OHC/PARK MANOR LTD	75817	12/3/2012	various clients	1,463.00
OHC/PARK MANOR LTD	75940	12/3/2012	various clients	3,200.00
OLIVER, EDNA F.	75938	12/3/2012	G-00512	279.00
OSCAR MARTINEZ	75994	12/3/2012	F-000460	411.00
OTMO, WANDA J	76069	12/3/2012	F-00246	181.00
OWENS, JAMES W DBA	75939	12/3/2012	V-XX-0012	285.00
PADILLA, RAYMOND JR. AND BANK OF ...	76119	12/17/2012	F-HO-00003	154.00
PAGE, JOHN	75816	12/3/2012	g-00938	381.00
PAGE, PETER C	76070	12/3/2012	various clinets	457.00
PATTERSON, DAVID R.	75941	12/3/2012	G-00953	725.00
PATTON, CHRISTOPHER	75942	12/3/2012	G-01100	551.00
PENDERGRASS, RANDY	76071	12/3/2012	F-00562	200.00
PERKINS, GLEN	75943	12/3/2012	various clients	953.00
PETERSON, TRAVIS AND BANK OF TEX...	76098	12/17/2012	G-HO-00003	502.00
PHILLIPS, ROBBIE F.	76072	12/3/2012	V-VII-0048	219.00
PIERCE, JAMES DEAN	75944	12/3/2012	G-00554	361.00
PIERCE, JAMES DEAN	75945	12/3/2012	G-00731	513.00
PIERCE, JAMES DEAN	75946	12/3/2012	G-01103	519.00
PIERCE, WILBURN L.	75947	12/3/2012	G-01099	600.00
POLLARD, TROY LYNN	75948	12/3/2012	various clients	795.00
PUGH, MELTON D.	76073	12/3/2012	F-00495	324.00
R&M PROPERTIES	75818	12/3/2012	G-00820	498.00
R&M PROPERTIES	75949	12/3/2012	various clients	2,003.00
RELIANT ENERGY	75950	12/3/2012	various clients	258.00
RELIANT ENERGY	75995	12/3/2012	#7144172-9	112.00
RELIANT ENERGY	76074	12/3/2012	various clients	223.00
REYNOSO, HECTOR M.	75819	12/3/2012	G-00948	370.00
ROGERS, JOHNNY AND WELLS FARGO ...	76099	12/17/2012	G-HO-00004	251.00
RONALD JAMES LAWRENCE AND BANK...	76097	12/17/2012	G-HO-00002	403.00
RONCYN PROPERTY MANAGEMENT INC.	75952	12/3/2012	various clients	1,550.00
ROSS, NORA F.	76075	12/3/2012	F-00717	267.00
ROSS, RONNIE D.	75953	12/3/2012	G-00415	575.00
ROW, BILLY F.	75954	12/3/2012	V-XXXXIII-0039	280.00
ROWLAND, DANIEL E.	75955	12/3/2012	G-00181	397.00
RUMSEY, ROBERT	75956	12/3/2012	G-00569	412.00
RUMSEY, ROBERT	75957	12/3/2012	G-01067	377.00
RUMSEY, ROBERT	75958	12/3/2012	G-00853	650.00
RUMSEY, ROBERT	75959	12/3/2012	G-00890	380.00
S.S. PARTNERS MGMT. L.L.C.	75822	12/3/2012	various clients	465.00
S.S. PARTNERS MGMT. L.L.C.	75837	12/3/2012	various clients	3,997.00
S.S. PARTNERS MGMT. L.L.C.	75972	12/3/2012	various clients	1,804.00
S.S. PARTNERS MGMT. L.L.C.	75973	12/3/2012	G-00478	312.00
S.S. PARTNERS MGMT. L.L.C.	75974	12/3/2012	G-01069	530.00
S.S. PARTNERS MGMT. L.L.C.	75975	12/3/2012	G-01049	505.00
S.S. PARTNERS MGMT. L.L.C.	76095	12/12/2012	VASH DEPOSIT KENNETH JOHNSON	200.00
S.S. PARTNERS MGMT. L.L.C.	76116	12/17/2012	G-01186	344.00
SAENZ, SAL	76076	12/3/2012	various clients	1,242.00
SANDIA NORTH APARTMENTS INC	76077	12/3/2012	various clients	5,017.00
SANNER CLINT	76078	12/3/2012	F-00655	475.00

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Vendor Name	Check Number	Check Date	Transaction Description	Check Amount
SANNER CLINT	76079	12/3/2012	F-00707	285.00
SARGENT, BARBARA	76080	12/3/2012	F-00745	132.00
SCHLEY, MARK AND WR STARKEY MOR...	76100	12/17/2012	G-HO-00005	376.00
SCULLY, MICHAEL C.	75960	12/3/2012	G-00438	488.00
SHANNON, DELBRA	75961	12/3/2012	G-00448	186.00
SHARP, MICHAEL L.	75962	12/3/2012	G-00490	335.00
SHAW, BERNARD L.	75963	12/3/2012	G-00826	779.00
SHER DEN REALTY INC	75965	12/3/2012	various clients	3,883.00
SHIRLEY, NANCY S.	75829	12/3/2012	G-00836	630.00
SKIPWORTH, BILLY JACK	75966	12/3/2012	G-01180	575.00
SKYLINE WESTWOOD MANOR LTD	75989	12/3/2012	G-01073	308.00
SMITH, MARK A.	75967	12/3/2012	G-00072	508.00
SOMMERS SR., RICKY ALLAR	75968	12/3/2012	G-01129	731.00
SOUTHERN URBANE PROPERTIES, LLC	75970	12/3/2012	G-00584	336.00
SOUTHWEST MANAGEMENT	75821	12/3/2012	G-00880	719.00
SOUTHWEST MANAGEMENT	75971	12/3/2012	various clients	1,522.00
ST.AMOUR, AARON	75840	12/3/2012	G-01152	303.00
STANLEY, JUDY F.	75976	12/3/2012	G-00884	748.00
STEEPLE CHASE FARMS SUMMIT, LP	75823	12/3/2012	various clients	474.00
STEEPLE CHASE FARMS SUMMIT, LP	75838	12/3/2012	various clients	973.00
STEEPLE CHASE FARMS SUMMIT, LP	75977	12/3/2012	various clients	4,811.00
STERZER, DALE P	76081	12/3/2012	various clients	3,173.00
STEVENS, PAMELA J.	75979	12/3/2012	G-01103	650.00
STOLL, JOEL	75980	12/3/2012	G-01043	443.00
STREAM GAS & ELECTRIC LTD	75839	12/3/2012	#1175439175	48.00
STREAM GAS & ELECTRIC LTD	75969	12/3/2012	various clients	31.00
STREAM GAS & ELECTRIC LTD	75978	12/3/2012	#1170653050	114.00
STREAM GAS & ELECTRIC LTD	76082	12/3/2012	various clients	181.00
STREAM GAS & ELECTRIC LTD	76109	12/17/2012	#1165749506	116.00
SUDDERTH, JACK W.	76083	12/3/2012	F-00221	244.00
SUDDERTH, JOE T.	76084	12/3/2012	F-00725	288.00
SUDDERTH, JOE T.	76085	12/3/2012	F-00475	489.00
SWANNER, MELVIN B.	75981	12/3/2012	G-01174	640.00
T-PAG LLC	75890	12/3/2012	G-01042	662.00
TAUBE, RICHARD P.	75982	12/3/2012	various clients	1,097.00
TEXOMA COUNCIL OF GOVERNMENTS	76093	12/3/2012	ESCROW PAYMENT	1,545.00
TEXOMA COUNCIL OF GOVERNMENTS	76094	12/12/2012	SECTION 8 ADMIN CHARGES 11/12	11,797.95
TIP, TENG	76087	12/3/2012	F-00420	445.00
TXU ELECTRIC	75983	12/3/2012	various clients	142.00
TXU ELECTRIC	76086	12/3/2012	various clients	579.00
TXU ELECTRIC	76121	12/17/2012	#100020551459	27.00
TXU ELECTRIC	76125	12/17/2012	#100025234093	26.00
UNDERWOOD, BILLY MACK	76088	12/3/2012	various clients	1,046.00
VILLAS OF SHERMAN LIMITED	75824	12/3/2012	G-00894	271.00
VILLAS OF SHERMAN LIMITED	75984	12/3/2012	various clients	3,270.00
VIRGINIA COOK REALTORS LLC	75985	12/3/2012	G-01115	436.00
W&W RENTAL PROPERTIES, LLC	75991	12/3/2012	G-01015	343.00
WATERFORD APTS LTD	75986	12/3/2012	G-00104	93.00
WATSON, MICHAEL L.	75825	12/3/2012	G-00578	304.00
WATSON, MICHAEL L.	75987	12/3/2012	G-00161	403.00
WAY, SAMMY J.	76089	12/3/2012	F-00641	270.00
WEEDEN, SUE G.	75988	12/3/2012	G-00038	195.00
WHITWORTH, WANDA	76090	12/3/2012	F-00514	255.00
WILLIAMS, MYRTIS BRENEK	76091	12/3/2012	various clients	1,013.00

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Vendor Name	Check Number	Check Date	Transaction Description	Check Amount
WILSON CHILDRENS TRUST UTD 5/26/06	75826	12/3/2012	G-00555	332.00
WILSON, LAQUETA AND CHASE MANH...	76096	12/17/2012	G-HO-00001	557.03
WINDSCAPE APARTMETNS, LTD.	75990	12/3/2012	G-00996	403.00
WOOD, KIDNEY WILLIAM	76052	12/3/2012	F-00152	133.00
Z+P HOMES	75992	12/3/2012	G-01051	369.00
ZIPPER, CHARLES E.	75993	12/3/2012	G-01033	927.00

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3-H ELECTRICAL DESIGN INC.	76154	12/6/2012	INV 5493	213.66
3-H ELECTRICAL DESIGN INC.		12/6/2012	INV 5520	211.10
ACCENT ENERGY TEXAS LP	76206	12/6/2012	ENERGY ASSISTANCE	192.75
ACCENT ENERGY TEXAS LP	76354	12/20/2012	ENERGY ASSISTANCE	335.21
AFLAC	76159	12/6/2012	ACCT MZ638 INVOICE 281434	944.03
ALERT RESPONSE INC.	76247	12/12/2012	INVOICE 2866	202.42
AMBIT ENERGY LP	76176	12/6/2012	ENERGY ASSISTANCE	490.17
AMBIT ENERGY LP	76388	12/20/2012	ENERGY ASSISTANCE	2,545.49
AMERICAN EXPRESS	76381	12/20/2012	acct 3787 506410 51002	370.82
AMERICAN EXPRESS	76382	12/20/2012	ACCT 3791 106550 51001	8,645.06
AT&T	76245	12/12/2012	940 668 1858 6164	259.39
AT&T	76246	12/12/2012	acct 214 917 3352 132 8	1,299.27
AT&T	76273	12/20/2012	acct 214 130 0123 779 1	71.40
AT&T	76284	12/20/2012	acct 817 143 0205 580 9	1,409.80
AT&T	76404	12/27/2012	acct 214 503 4040 179 5	1,228.42
AT&T	76405	12/27/2012	acct 214 132 0705 452 9	18.20
AT&T MOBILITY	76168	12/6/2012	inv 83383209	44.39
AT&T MOBILITY	76255	12/12/2012	ACCOUNT 287017993705	1,741.20
ATMOS ENERGY	76191	12/6/2012	ENERGY ASSISTANCE	392.97
ATMOS ENERGY	76416	12/27/2012	ENERGY ASSISTANCE	12,918.12
ATMOS ENERGY CO	76293	12/20/2012	ACCT 000230250	2,090.64
AWARDS UNLIMITED	76137	12/6/2012	invoice 84873	16.00
AYERS, LINDA	76216	12/6/2012	fgp stipend	158.40
AYERS, LINDA	76362	12/20/2012	fgp stipend	168.20
BAGBY ELEVATOR COMPANY INC.	76252	12/12/2012	INVOICE SCHED00000138185	317.83
BAKER, CLAIRE	76157	12/6/2012	fgp stipend	104.05
BAKER, CLAIRE	76305	12/20/2012	fgp stipend	97.75
BDA ADMINISTRATORS	76306	12/20/2012	moop deductions	2,474.32
BEERY, KELSEY LYNN	76263	12/12/2012	contracted gis services	390.00
BINGHAM, RAYLEEN	DD000...	12/6/2012	travel expense	203.13
BONHAM HOUSING AUTHORITY	76402	12/27/2012	ENERGY ASSISTANCE	771.63
BOOKER, PATSY	76180	12/6/2012	fgp stipend	203.30
BOOKER, PATSY	76391	12/20/2012	fgp stipend	234.35
BOOTH, BRUCE / BOOTHE FAMILY TR...	76277	12/20/2012	rental payment for dec.	535.00
BOOTH, BRUCE / BOOTHE FAMILY TR...	76278	12/20/2012	ENERGY ASSISTANCE	127.00
BOUNCE ENERGY INC.	76398	12/20/2012	ENERGY ASSISTANCE	335.53
BRACKEEN, RUBY	76148	12/6/2012	fgp stipend	129.19
BRACKEEN, RUBY	76289	12/20/2012	fgp stipend	178.88
BRAY KAREN	76358	12/20/2012	TRAVEL EXPENSE	266.00
BREATH OF LIFE MEDICAL	76256	12/12/2012	INV 13442	110.00
BROWN & HOFMEISTER, L.L.P	76253	12/12/2012	BILL 0153 001 25777 MEG	542.50
BROWN, FREDDIE	76224	12/6/2012	fgp stipend	118.00
BROWN, FREDDIE	76369	12/20/2012	fgp stipend	124.50
BULLARD, MARK	76158	12/6/2012	TRAVEL EXPENSE	60.00
BUNCH, RUBY	76175	12/6/2012	fgp stipend	106.60
BUNCH, RUBY	76386	12/20/2012	FGP STIPEND	117.85
BUNCH, RUBY	76387	12/20/2012	fgp stipend	151.33
CAL SHERM PARTNERS L.P.	76302	12/20/2012	renta; payment for dec.	282.50
CAL SHERM PARTNERS L.P.	76303	12/20/2012	rental payment for dec.	550.00
CALDWELL, STEVE	76235	12/6/2012	REIMB FOR TD INS PREM	60.35
CALSHERM PARTNERS LP/ SHERMAN O...	76374	12/20/2012	ENERGY ASSISTANCE	198.29
CAMERON, FRANCES	76183	12/6/2012	fgp stipend	126.30
CAMERON, FRANCES	76393	12/20/2012	fgp stipend	169.95
CHAPPELL, KAREN	76397	12/20/2012	travel expense	215.97

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CHASE MASTER CARD	76414	12/27/2012	acct 2234 0880 0207 7096	680.32
CIRRO GROUP INC.	76294	12/20/2012	ENERGY ASSISTANCE	339.17
CITY OF SHERMAN	76237	12/12/2012	ACCT 209 5060 03	474.63
CITY OF WHITESBORO	76139	12/6/2012	ENERGY ASSISTANCE	77.41
CITY OF WHITESBORO	76270	12/20/2012	ENERGY ASSISTANCE	1,105.16
CLAYTON, MAE	76223	12/6/2012	fgp stipend	148.02
CLAYTON, MAE	76368	12/20/2012	fgp stipend	193.65
COLEY, CHARLES	76207	12/6/2012	fgp stipend	143.10
COLEY, CHARLES	76355	12/20/2012	fgp stipend	132.20
CONEY, VIRGIE	76147	12/6/2012	fgp stipend	149.10
CONEY, VIRGIE	76288	12/20/2012	fgp stipend	187.45
CONNER, JUDY	76309	12/20/2012	REIMBURSEMENT SUPPLIES ALZ TIME OUT PROG	107.95
COOKE COUNTY ELECTRIC CO-OP	76201	12/6/2012	ENERGY ASSISTANCE	1,164.04
COOKE COUNTY ELECTRIC CO-OP	76349	12/20/2012	ENERGY ASSISTANCE	3,133.53
CROSS, TOMMIE	76208	12/6/2012	fgp stipend	137.35
CROSS, TOMMIE	76356	12/20/2012	fgp stipend	192.05
CULBERTSON, TERRELL	DD000...	12/20/2012	travel expense	88.80
CUNNINGHAM, BUDDY / CUNNINGHAM ...	76390	12/20/2012	ENERGY ASSISTANCE	4,667.85
CUNNINGHAM, BUDDY / CUNNINGHAM ...	76413	12/27/2012	ENERGY ASSISTANCE	3,273.65
DENISON VACUUM & JANITORIAL	76140	12/6/2012	INVOICE 118691	243.22
DEPARTMENT OF INFORMATION RES	76251	12/12/2012	invoice 13100387t	2,636.40
DIRECT ENERGY	76174	12/6/2012	ENERGY ASSISTANCE	1,387.64
DIRECT ENERGY	76325	12/20/2012	ENERGY ASSISTANCE	4,062.45
DIRECT ENERGY BUSINESS-DALLAS	76292	12/20/2012	acct 1017669	6,702.85
DOOR CONTROL SERVICES	76411	12/27/2012	INVOICE SMINV00940	200.00
EGNER D.D.S, PAMELA S.	76257	12/12/2012	3980 3983 3911 3991	4,571.00
ELLIOT, KENNETH W. / SOUL FOOD CH...	76187	12/6/2012	REFRESHMENTS FOR FGP CHRISTMAS EVENT	640.00
ELLIS, RANDY	76181	12/6/2012	travel expense	150.00
ENDERBY GAS INC	76202	12/6/2012	ENERGY ASSISTANCE	283.50
ENDERBY GAS INC	76350	12/20/2012	ENERGY ASSISTANCE	3,336.63
ENERGY CONSERVATORY INC	76403	12/27/2012	wap supplies	506.95
ENTERPRISE RENT-A-CAR	76244	12/12/2012	d29614 0953	60.88
ENTRUST ENERGY INC.	76229	12/6/2012	ENERGY ASSISTANCE	167.12
ENTRUST ENERGY INC.	76375	12/20/2012	ENERGY ASSISTANCE	628.13
ERS TEXAS SOCIAL SECURITY PROG...	76254	12/12/2012	ACCT 9290446	35.00
EXXON CORPORATION	76400	12/27/2012	INV 7187328263361367212	286.12
FANNIN CO ELECTRIC CO-OP INC	76204	12/6/2012	ENERGY ASSISTANCE	362.56
FANNIN CO ELECTRIC CO-OP INC	76352	12/20/2012	energy assistance	6,127.17
FEAGLEY, EVA	76149	12/6/2012	FGP STIPEND	114.53
FEAGLEY, EVA	76290	12/20/2012	fgp stipend	183.63
FIDELITY SECURITY LIFE INSURANCE C...	76160	12/6/2012	SISLIND ACCT #20056- 11/1/12	4,851.65
FIELDS, MARY LOU	76182	12/6/2012	fgp stipend	133.20
FIELDS, MARY LOU	76392	12/20/2012	fgp stipend	154.98
FIRST CHOICE POWER	76143	12/6/2012	ENERGY ASSISTANCE	888.76
FIRST CHOICE POWER	76283	12/20/2012	ENERGY ASSISTANCE	5,902.91
FRONTIER UTILITIES, LLC	76377	12/20/2012	ENERGY ASSISTANCE	102.63
FUGETT, SHARON	76233	12/6/2012	FGP STIPEND	142.20
FUGETT, SHARON	76380	12/20/2012	fgp stipend	171.32
FULCRUM RETAIL ENERGY LLC.	76215	12/6/2012	ENERGY ASSISTANCE	106.54
FULCRUM RETAIL ENERGY LLC.	76361	12/20/2012	ENERGY ASSISTANCE	119.52
GARVIN, CAROL	76200	12/6/2012	FGP STIPEND	137.35
GARVIN, CAROL	76348	12/20/2012	fgp stipend	206.65

TEXOMA COUNCIL OF GOVERNMENTS
Check/Voucher Register - LIABILITY LISTING
0111 - CASH IN BANK GENERAL ACCOUNT
From 12/1/2012 Through 12/31/2012

Vendor Name	Check Number	Check Date	Transaction Description	Check Amount
GARY R. GREALLY DBA TEXOMA TRUCK ...	76371	12/20/2012	ENERGY ASSISTANCE	4,350.00
GEXA ENERGY LP	76177	12/6/2012	ENERGY ASSISTANCE	309.47
GEXA ENERGY LP	76389	12/20/2012	ENERGY ASSISTANCE	373.07
GOLDSTON, SANDRA	76304	12/20/2012	fgp stipend	201.90
GRAYSON COUNTY COLLEGE	76267	12/20/2012	ENERGY ASSISTANCE	2,800.00
GRAYSON PRO TECH INC.	76250	12/12/2012	INV 138825	35.00
GRAYSON-COLLIN ELECTRIC	76197	12/6/2012	ENERGY ASSISTANCE	902.28
GRAYSON-COLLIN ELECTRIC	76346	12/20/2012	energy assistance	6,353.95
GREEN MOUNTAIN ENERGY CO.	76144	12/6/2012	ENERBY ASSISTANCE	60.20
GREEN MOUNTAIN ENERGY CO.	76285	12/20/2012	ENERGY ASSISTANCE	947.49
GREENVILLE AUTOMATIC GAS CO	76272	12/20/2012	ENERGY ASSISTANCE	202.34
HALIBURTON ANITA	76210	12/6/2012	reimbursement	54.12
HAMILTON, MARY	76184	12/6/2012	FGP STIPEND	166.95
HAMILTON, MARY	76394	12/20/2012	fgp stipend	188.15
HANNAH'S FLORIST	76342	12/20/2012	INVOICE 107666	69.50
HAYNES, GLENDA	76308	12/20/2012	TRAVEL EXPENSE	99.90
HERNANDEZ, MARGARITA S.	76406	12/27/2012	janitorial services and mowing	1,500.00
HIGGINS-DURBIN, CARRIEJO	76170	12/6/2012	TRAVEL ADVANCE	561.00
HIGGINS-DURBIN, CARRIEJO	76316	12/20/2012	TRAVEL EXPENSE	202.61
HORN, ROGER	76218	12/6/2012	FGP STIPEND	13.10
HORN, ROGER	76219	12/6/2012	FGP STIPEND	102.75
HORN, ROGER	76220	12/6/2012	FGP STIPEND	70.23
HORN, ROGER	76364	12/20/2012	fgp stipend	92.95
HORN, ROGER	76365	12/20/2012	fgp stipend	60.95
HOUSING AUTHORITY OF THE CITY	76269	12/20/2012	ENERGY ASSISTANCE	83.53
INTRADO INC.	76280	12/20/2012	invoice 109596	2,786.45
ISU INSURANCE SERVICES	76384	12/20/2012	CONTRACTOR'S POLLUTION LIABILITY INSURANCE	2,436.60
JENNINGS, TRISH	76226	12/6/2012	travel expense	82.69
JOHNSTON, SANDRA	76217	12/6/2012	FGP STIPEND	98.40
JOHNSTON, SANDRA	76363	12/20/2012	fgp stipend	152.05
JONES, MINDI	DD000...	12/20/2012	CELL PHONE REIMB FOR NOVEMBER 2012	70.00
JUST ENERGY TEXAS I CORP.	76193	12/6/2012	ENERGY ASSISTANCE	254.34
JUST ENERGY TEXAS I CORP.	76341	12/20/2012	ENERGY ASSISTANCE	3,203.66
KELLY SERVICES	76188	12/6/2012	INV 46558255	550.25
KELLY SERVICES	76189	12/6/2012	inv 47477484	305.30
LANGUAGE LINE SERVICE, INC.	76276	12/20/2012	acct 902 0904 036	22.15
LEAPING WARE	76312	12/20/2012	INV - SUPPORT CONTRACT	200.00
LINDELL, CHARLES W.	76249	12/12/2012	RESIDENTIAL REPAIR	409.50
LINDSAY, BILL	76166	12/6/2012	TRAVEL ADVANCE FOR TARC	396.82
LOWE'S HOME CENTER INC	76243	12/12/2012	resdential repair	214.08
LUPER, BARBARA	76185	12/6/2012	FGP STIPEND	127.58
LUPER, BARBARA	76395	12/20/2012	fgp stipend	128.48
LUPER, GLORIA	76152	12/6/2012	FGP STIPEND	108.65
LUPER, GLORIA	76300	12/20/2012	fgp stipend	129.85
MARJEN TECHNOLOGY GROUP LLC	DD000...	12/27/2012	inv 2011276,2011278,2011279,2011282	16,966.75
MARJEN TECHNOLOGY GROUP LLC	DD000...	12/27/2012	24408190	218.00
MATTHEWS, MARGARET JEAN	76153	12/6/2012	FGP STIPEND	105.85
MATTHEWS, MARGARET JEAN	76301	12/20/2012	fgp stipend	104.49
MCCRAW OIL CO. INC	76296	12/20/2012	ENERGY ASSISTANCE	3,130.19
MCCULLOUGH, DORIS	76195	12/6/2012	FGP STIPEND	148.40
MCCULLOUGH, DORIS	76344	12/20/2012	fgp stipend	284.35
MCGINNIS, PATRICIA	76186	12/6/2012	FGP STIPEND	102.75

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Vendor Name	Check Number	Check Date	Transaction Description	Check Amount
MCGINNIS, PATRICIA	76396	12/20/2012	fgp stipend	113.05
MIDDLETON, SEAN M.	76234	12/6/2012	TRAVEL EXPENSE	368.47
MILLER, INA	76319	12/20/2012	TRAVEL EXPENSE NOVEMBER	463.43
MONARCH UTILITIES, INC.	76228	12/6/2012	ENERGY ASSISTANCE	20.00
MONARCH UTILITIES, INC.	76373	12/20/2012	ENERGY ASSISTANCE	500.00
MONTGOMERY COUNTY HOSPITAL DIS...	76418	12/27/2012	tcog emd services	1,335.00
MORRISON, DANNY LEE	76383	12/20/2012	ENERGY ASSISTANCE	2,637.96
MUENSTER TELEPHONE CORP OF TX	76241	12/12/2012	acct bus 7000049	445.46
MURRAY, MARIAN	76227	12/6/2012	FGP STIPEND	148.40
MURRAY, MARIAN	76372	12/20/2012	fgp stipend	165.63
MUYSHONDT, RODRIGO A.	DD000...	12/6/2012	TRAVEL EXPENSE	15.00
MUYSHONDT, RODRIGO A.	DD000...	12/20/2012	TRAVEL EXPENSE	183.15
NATIONAL ASSOCIATION OF DEVELOP...	76324	12/20/2012	INV 03204 1SRHM1	2,000.00
NATIONAL PEN	76323	12/20/2012	PO#44882 INV 106677999	168.61
NAUTILUS SPORT CENTER	76164	12/6/2012	MEMEBERSHIP DUES NOVEMBER	292.72
NETSPAN CORPORATION FOREMOST ...	76347	12/20/2012	acct 00057800	78.00
NOODLE SOUP OF WEINGART DESIGN	76214	12/6/2012	nt752 0000116668	382.00
NORTH STAR DESTINATION STRATEGIE...	76212	12/6/2012	inv 2430	5,066.66
NORTON, SEAN	76203	12/6/2012	travel expense	57.21
NORTON, SEAN	76351	12/20/2012	employee recognition	150.00
OFFICE OF ATTORNEY GENERAL	76161	12/6/2012	child supp id 273674001	150.00
OFFICE OF ATTORNEY GENERAL	76307	12/20/2012	chil supp id 27364001	150.00
ORIENTAL TRADING CO INC	76281	12/20/2012	PO#44888 INV 654762486 01	320.65
OUTREACH HEALTH COMMUNITY CARE...	76262	12/12/2012	HOMEMAKER SERVICES	191.25
OWEN, IMOGENE	76194	12/6/2012	FGP STIPEND	127.10
OWEN, IMOGENE	76343	12/20/2012	fgp stipend	144.35
PERRY, RATA	76222	12/6/2012	FGP STIPEND	115.28
PERRY, RATA	76367	12/20/2012	FGP STIPEND	143.10
PHELPS, LOIS	76225	12/6/2012	FGP STIPEND	153.65
PHELPS, LOIS	76370	12/20/2012	fgp stipend	205.68
PHILLIPS MARVA	DD000...	12/20/2012	NT752-0000116668	312.50
POLETZ, JOANNE	76192	12/6/2012	FGP STIPEND	105.40
POLETZ, JOANNE	76340	12/20/2012	fgp stipend	148.15
POLKA, BELINDA	DD000...	12/6/2012	REIMB FOR LTD INS. PREM	23.76
PRESTON, MARGARET	76151	12/6/2012	fgp stipend	221.00
PRESTON, MARGARET	76295	12/20/2012	fgp stipend	204.00
PUBLICDATA.COM.AI LTD	76279	12/20/2012	INV. 009456352 TX 20121210	9.95
QUILL CORPORATION	76156	12/6/2012	inv 7478135	183.44
RATLIFF, JILL	76213	12/6/2012	alz respite care sessions	432.00
RAY OF SUNSHINE SITTING SERVICE	76179	12/6/2012	RESPITE CARE IN HOME	636.00
RED RIVER FARM CO-OP INC	76142	12/6/2012	ENERGY ASSISTANCE	687.00
RED RIVER FARM CO-OP INC	76282	12/20/2012	ENERGY ASSISTANCE	1,033.20
RED RIVER SCREEN PRINTING	76199	12/6/2012	INV 0002207	807.50
RELIANT ENERGY	76146	12/6/2012	ENERGY ASSISTANCE	986.71
RELIANT ENERGY	76287	12/20/2012	ENERGY ASSISTANCE	6,359.59
RIDEOUT, DALE	76196	12/6/2012	FGP STIPEND	166.20
RIDEOUT, DALE	76345	12/20/2012	fgp stipend	156.95
ROBERTS, HEATHER	76315	12/20/2012	travel expense	551.38
S.S. PARTNERS MGMT. L.L.C.	76265	12/17/2012	VASH MOVE IN ASSIST.	58.00
SANTICOLA & COMPANY DBA US GOV...	76260	12/12/2012	INV 08011002	4,000.00
SCHEIBMEIR, BARBARA	76162	12/6/2012	travel expense	302.48
SCHMITZ, MICHAEL	DD000...	12/6/2012	travel expense	147.60
SEAMSTER, BARBARA	76150	12/6/2012	FGP STIPEND	137.20
SEAMSTER, BARBARA	76291	12/20/2012	fgp stipend	205.50

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Vendor Name	Check Number	Check Date	Transaction Description	Check Amount
SKIPWORTH, BILLY JACK	76321	12/20/2012	ENERGY ASSISTANCE`	550.00
SMITH, DELANO	76376	12/20/2012	TRAVEL EXPENSE	133.76
SOUTHWEST MANAGEMENT	76275	12/20/2012	ENERGY ASSISTANCE	675.00
SPARK ENERGY LP	76360	12/20/2012	ENERGY ASSISTANCE	127.00
SRADER, MICHAEL CHARLES	76415	12/27/2012	ENERGY ASSISTANCE	3,960.60
STREAM GAS & ELECTRIC LTD	76190	12/6/2012	ENERGY ASSISTANCE	1,120.27
STREAM GAS & ELECTRIC LTD	76399	12/20/2012	ENERGY ASSISTANCE	3,197.44
STRICKLAND, CAROLYN	76209	12/6/2012	FGP STIPEND	111.29
STRICKLAND, CAROLYN	76357	12/20/2012	fgp stipend	127.32
TATE, THERESA	76221	12/6/2012	FGP STIPEND	218.25
TATE, THERESA	76366	12/20/2012	fgp stipend	228.25
TAYLOR APPLIANCES INC.	76297	12/20/2012	ENERGY ASSISTANCE	3,900.00
TAYLOR APPLIANCES INC.	76298	12/20/2012	ENERGY ASSISTANCE	522.50
TAYLOR APPLIANCES INC.	76299	12/20/2012	ENERGY ASSISTANCE	2,280.00
TAYLOR APPLIANCES INC.	76407	12/27/2012	ENERGY ASSISTANCE	2,200.00
TAYLOR APPLIANCES INC.	76408	12/27/2012	ENERGY ASSISTANCE	2,280.00
TAYLOR APPLIANCES INC.	76410	12/27/2012	energy assistance	85.00
TAYLOR APPLIANCES INC.	76420	12/27/2012	fgp stipend	2,402.50
TAYLOR APPLIANCES INC.	76421	12/27/2012	ENERGY ASSISTANCE	2,402.50
TCOG GIS	76261	12/12/2012	FY 2013 1Q PAYMENT	21,250.00
TEXAS ASSOCIATION OF REGIONAL	76385	12/20/2012	INVOICE 13D-023	6,849.17
TEXAS DEPARTMENT OF HOUSING	76248	12/12/2012	REIMBURSEMENT TO TDHCA	2,635.62
TEXAS POWER LP	76310	12/20/2012	ENERGY ASSISTANCE	104.21
TEXOMA AREA PARATRANSIT SYSTEM	76264	12/12/2012	1242012TCOG	26.00
TEXOMA COUNCIL OF GOVERNMENTS	76134	12/6/2012	travel exp. truck 5	970.00
TEXOMA COUNCIL OF GOVERNMENTS	76135	12/6/2012	respite care - institutional	125.00
TEXOMA COUNCIL OF GOVERNMENTS	76136	12/6/2012	TRAVEL EXPENSE	1,334.00
TEXOMA COUNCIL OF GOVERNMENTS	76266	12/20/2012	ENERGY ASSISTANCE	1,512.00
TEXOMA FIRE EQUIPMENT	76169	12/6/2012	INVOICE 34311	100.00
TEXOMA PROPANE LLC	76211	12/6/2012	ENERGY ASSISTANCE	390.00
TEXOMA PROPANE LLC	76359	12/20/2012	ENERGY ASSISTANCE	872.50
THOMAS, SUSAN	76173	12/6/2012	TRAVEL ADVANCE TARC	106.00
TML-IEBP	76155	12/6/2012	GROUP PTEXOMCO - 12/1/12	29,156.53
TOWNSEND, LINDA	76231	12/6/2012	FGP STIPEND	63.60
TOWNSEND, LINDA	76378	12/20/2012	fgp stipend	111.03
TRENTON LPG GAS CO INC	76274	12/20/2012	ENERGY ASSISTANCE	2,499.89
TROUT, DAVID	76317	12/20/2012	CELL PHONE REIMBURSEMENT	49.99
TROUT, DAVID	76318	12/20/2012	TRAVE EXPENSE	409.88
TXU ELECTRIC	76259	12/12/2012	ENERGY ASSISTANCE	3,341.51
TXU ELECTRIC	76417	12/27/2012	ENERGY ASSISTANCE	24,482.51
UNITED WAY OF GRAYSON COUNTY	76163	12/6/2012	contributions 11/1-30/12	59.36
UNITED WAY OF GREATER HOUSTON	76314	12/20/2012	INV IRS211-TE-11-12	500.00
UNUM LIFE INSURANCE	76165	12/6/2012	ACCT 05783570014	883.32
VERIZON	76419	12/27/2012	acct 000131831012 30y	9.18
VERIZON CONFERENCING	76258	12/12/2012	01 000068027070 03326	18.52
VERIZON SOUTHWEST	76138	12/6/2012	acct 10 5680 2817717457 10	2,562.96
VERIZON SOUTHWEST	76238	12/12/2012	ACCT 10 5680 2287079303 00	147.54
VERIZON SOUTHWEST	76239	12/12/2012	ACCT 10 5680 2854140193 10	82.03
VERIZON SOUTHWEST	76240	12/12/2012	acct 10 9000 2899163604 04	4,404.43
VERIZON SOUTHWEST	76268	12/20/2012	ACCT 10 5680 2881016074 10	1,049.59
VERIZON SOUTHWEST	76401	12/27/2012	acct 10 5610 2800267918 06	109.02
VERNELL, ISABELL	76205	12/6/2012	FGP STIPEND	165.00
VERNELL, ISABELL	76353	12/20/2012	fgp stipend	173.88
VOIGHT, NATHAN	76230	12/6/2012	travel expense	143.07


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0111 - CASH IN BANK GENERAL ACCOUNT
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Vendor Name	Check Number	Check Date	Transaction Description	Check Amount
W. DOUGLASS DISTRIBUTING,LTD.	76141	12/6/2012	ENERGY ASSISTANCE	221.99
W. DOUGLASS DISTRIBUTING,LTD.	76271	12/20/2012	ENERGY ASSISTANCE	1,659.74
WAL MART	76242	12/12/2012	acct 6032 2020 1002 4272	26.18
WALDRUM, PAULINE	76145	12/6/2012	FGP STIPEND	91.85
WALDRUM, PAULINE	76286	12/20/2012	fgp stipend	108.30
WARE, JENNIFER	DD000...	12/6/2012	TRAVEL EXPENSE	117.11
WARREN, SARAH	76198	12/6/2012	TRAVEL EXPENSE NOVEMBER	152.00
WELCH, JAMES	76178	12/6/2012	TRAVEL EXPENSE NOVEMBER 2012	297.32
WELLS FARGO FINANCIAL LEASING	76313	12/20/2012	ACCT 001 0055805 001	348.00
WHITE, FRANCES	76167	12/6/2012	FGP STIPEND	114.98
WHITE, FRANCES	76311	12/20/2012	fgp stipend	151.29
WILLIAMS, BARBARA	76232	12/6/2012	FGP STIPEND	166.95
WILLIAMS, BARBARA	76379	12/20/2012	fgp stipend	188.15
WILLIAMS, SANDRA	76171	12/6/2012	FGP STIPEND	194.33
WILLIAMS, SANDRA	76320	12/20/2012	fgp stipend	194.55
WORKFORCE SOLUTIONS TEXOMA	76412	12/27/2012	inv tcog121312	75.00
WYATT, RUTHIE	76172	12/6/2012	FGP STIPEND	212.00
WYATT, RUTHIE	76322	12/20/2012	fgp stipend	201.40

TEXOMA COUNCIL OF GOVERNMENTS
Check/Voucher Register - LIABILITY LISTING
0121 - CASH TRANSFER ACCOUNT AMEX
From 12/1/2012 Through 12/31/2012

Vendor Name	Check Number	Check Date	Transaction Description	Check Amount
KELLY SERVICES	AE00022	12/20/2012	inv 49611366	557.35
KELLY SERVICES	AE00023	12/20/2012	inv 48583434	553.80
PROSTAR SERVICES INC.	AE00019	12/12/2012	inv 365367	411.20
PROSTAR SERVICES INC.	AE00020	12/12/2012	ORDER 585598	62.95
VERIZON SOUTHWEST	AE00021	12/20/2012	acct 600004653 x26	42.30
Report Total				583,898.52



TO: TCOG Governing Board
FROM: Allison Minton, Client Services Department Director 
DATE: January 4, 2013
RE: Amy Young Barrier Removal Program Contract

RECOMMENDATION

Authorize the Executive Director to enter into an Amy Young Barrier Removal contract with the Texas Department of Housing and Community Affairs (TDHCA).

BACKGROUND

The Texas Department of Housing and Community Affairs (TDHCA) announced the availability of \$4,000,000 in funding from the Housing Trust Fund (HTF) for the Amy Young Barrier Removal Program through the Department's Reservation System. The Amy Young Program provides one-time grants of up to \$20,000 to Persons with Disabilities qualified as Low Income, for home modifications necessary for accessibility and the elimination of hazardous conditions.

DISCUSSION

TCOG provides services to Persons with Disabilities who meet the program requirements for the Amy Young Program in the Community Service Block Grant (CSBG) Case Management program and the Area Agency on Aging programs. The Amy Young funds will be used to provide necessary home modifications to qualified households.

BUDGET

New funding will not be available until September 2013 and is provided on a first come, first serve reservation system to all agencies participating in the program. Up to \$20,000 is available per household for home modifications. A 10% administration fee is provided.

APPROVALS



Terrell Culbertson, Finance Director



Susan B. Thomas, Ph.D., Executive Director

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
HOUSING TRUST FUND
AMY YOUNG BARRIER REMOVAL PROGRAM
RESERVATION SYSTEM ACCESS AGREEMENT
WITH
TEXOMA COUNCIL OF GOVERNMENTS

AGREEMENT NO. 1001751

This **RESERVATION SYSTEM ACCESS AGREEMENT IN CONNECTION WITH THE HOUSING TRUST FUND AMY YOUNG BARRIER REMOVAL PROGRAM** ("Agreement"), is made and entered into by and between the **TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**, a public and official agency of the State of Texas ("**Department**"), and the **TEXOMA COUNCIL OF GOVERNMENTS**, a unit of local government ("**Administrator**"), herein the Department and Administrator are collectively referred to as "Parties".

RECITALS

WHEREAS, in order to assist eligible Households with barrier removal and accessibility modifications, the Department HEREBY CERTIFIES **TEXOMA COUNCIL OF GOVERNMENTS**, as an Administrator under the **HOUSING TRUST FUND AMY YOUNG BARRIER REMOVAL PROGRAM** (the "**Program**") pursuant to which the Department will provide grant assistance; and

WHEREAS, the Administrator agrees to assist eligible Households in the Program, and to otherwise facilitate and administer the Program; and

WHEREAS, the Department and the Administrator desire to set forth certain terms and conditions relating to the services that will be performed by the Administrator in connection with the Program;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, including the Recitals, which are contractual in nature, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending to be legally bound, hereby agree as follows:

ARTICLE I

AGREEMENT PERIOD

This Reservation Agreement shall be effective and commence on the date the Department's duly authorized officer or representative executes the Reservation Agreement and shall terminate on **August 31, 2013**, unless otherwise specifically provided herein ("**Agreement Period**").

ARTICLE II

DEFINITIONS

All terms used herein shall have the respective meanings set forth in this section.

- 2.1 **“Administration Fees”** means a fee not to exceed ten percent (10%) of the aggregate amount of funds available for eligible Households under the Agreement funded by the Department to the Administrator for the administration of the Program. The Administrator will be paid a ten percent (10%) administration fee upon completion of the barrier removal and accessibility project on behalf of an eligible Household.
- 2.2 **“Administrative Rules”** means the Texas Department of Housing and Community Affairs administrative rules approved by the Department’s Governing Board under Title 10, Part 1 of the Texas Administrative Code, as amended or supplemented from time to time.
- 2.3 **“Administrator”** means a unit of local government, nonprofit organization, public housing authority, or public agency approved by the Department to participate in the Program’s Reservation System.
- 2.4 **“Agreement”** means this Reservation System Access Agreement including any and all forms, exhibits and amendments hereto.
- 2.5 **“Agreement Period”** means the date under Article I of this Agreement by which all funds under the Program must be committed and expended as defined in the Housing Trust Fund Rule, Program Manual, and under all Laws.
- 2.6 **“Board” or “Governing Board”** means the governing board of the Department.
- 2.7 **“Housing Trust Fund Rule”** means the program rules approved by the Department’s Governing Board under Title 10, Part 1, Chapter 51 of the Texas Administrative Code, as amended or supplemented from time to time.
- 2.8 **“Law or Laws”** means all applicable statutes, laws, ordinances, regulations, and orders of the United States of America, the State of Texas, or any political subdivision thereof.
- 2.9 **“NOFA”** means the Housing Trust Fund Amy Young Barrier Removal Program Notice of Funding Availability published and released **August 12, 2011**, as amended.
- 2.10 **“Notice Address”** means:

As to the Department:

Texas Department of Housing and Community Affairs
Housing Trust Fund Division
Attn.: HTF Manager
Physical Address:
221 E. 11th Street, Austin, Texas 78701
Mailing Address:
P. O. Box 13941, Austin, Texas 78711-3941

As to the Administrator:

Texoma Council of Governments
Attn.: Susan B. Thomas, PhD, Executive Director
Physical and Mailing Address:
1117 Gallagher Drive, Sherman, Texas 75090

- 2.11 **“Performance Statement”** means the terms and conditions for the Administrator to perform activities under this Agreement in the manner provided and in accordance to the Performance Statement attached hereto as Exhibit A and made a part hereof.
- 2.12 **“Personal Responsibility and Work Opportunity Act of 1996”** requires that the Administrator must verify that the individual applying for Amy Young Barrier Removal Program funds is a qualified recipient for funding in the manner provided and in accordance with the “Personal Responsibility and Work Opportunity Act of 1996” which is discussed in Exhibit B, which is attached hereto and made a part hereof.
- 2.13 **“Person with Disabilities”** means, in accordance with the Housing Trust Fund Rule, an individual who has a disability that is a physical or mental impairment that substantially limits one or more major life activities.
- 2.14 **“Program”** means the Housing Trust Fund Amy Young Barrier Removal Program.
- 2.15 **“Program Documents”** means collectively, this Agreement, the Housing Trust Fund Rule, NOFA, the Amy Young Barrier Removal Program Manual and all other documents, instruments, certificates, affidavits, forms and exhibits, attached to or contemplated by any of the foregoing, and any amendments thereto.
- 2.16 **“Reservation System”** means the Department’s online system utilized by Administrators to reserve and draw Funds under the Program, and track status of Program activities specified in the NOFA.
- 2.17 **“Setup”** means the submission of required documents to the Reservation System in order to reserve Funds under the Program for an eligible Household for the activities specified in the NOFA.
- 2.18 **“Soft Costs”** means those Project Costs that are Activity specific and may include, but are not limited to: staff or consultant time spent to determine address specific Applicant eligibility; inspection(s); septic system inspection fees; work write-up and cost estimation; pre-construction conference; construction supervision; staff mileage associated with a specific Activity. Soft Costs are limited to an amount not to exceed 10% of Project Hard Costs.
- 2.19 **“Amy Young Barrier Removal Program Manual”** means a set of guidelines designed to be an implementation tool for the Administrator and allows the Administrator to search for terms, statutes, regulations, forms and attachments. The Program Manual, to be developed by the Department, may be amended or supplemented from time-to-time.

ARTICLE III

REPRESENTATIONS

- 3.1 **Survival of Representations, Warranties and Covenants.** The representations, warranties and covenants of each of the parties to this Agreement shall survive and remain enforceable for so long as necessary to implement the purposes of the Agreement.

3.2 **Representations, Warranties and Covenants of Administrator.** Administrator represents, warrants to, and covenants that:

- (a) The Administrator is duly organized, validly existing and in good standing under the Laws governing its creation and existence, and is duly authorized and qualified to transact any and all applicable business contemplated by the Housing Trust Fund Rule, Laws, and Program Documents in Texas, and possesses all requisite authority, power, licenses, permits and franchises to conduct its business and to execute, deliver and comply with its obligations under the terms of the applicable Housing Trust Fund Rule, Laws, and Program Documents, the execution, delivery and performance of which have been or will be duly authorized by all necessary action.
- (b) The execution and delivery of the applicable Program Documents by the Administrator in the manner contemplated herein and the performance and compliance with the terms hereof by the Administrator will not violate: (i) the instruments creating the Administrator or governing its operations; or (ii) any Laws that could have any material adverse effect whatsoever upon the validity, performance, or enforceability of any of the terms of such notice or lapse of time, or both, would constitute a material default under, or result in the breach of, any material contract, agreement, or other instrument to which the Administrator is a party or that may be applicable to the Administrator or any of its assets.
- (c) The execution and delivery of the applicable Program Documents by the Administrator in the manner contemplated herein and the performance and compliance with the terms thereof do not require the consent or approval of any governmental authority or, if such consent or approval is required, it has been obtained.
- (d) The applicable Program Documents, and all documents and instruments contemplated thereby, which are executed and delivered by the Administrator, will constitute valid, legal and binding obligations of the Administrator, enforceable in accordance with their respective terms.
- (e) The Administrator will comply with all applicable requirements of the Program Documents and all applicable Laws governing or regulating the activities contemplated herein. The Administrator agrees that so long as it shall continue to serve in the capacity contemplated under the terms of the applicable Program Documents, it will remain in good standing under the Laws governing its creation and existence, will remain qualified under the Law of the State of Texas to do business in the State of Texas.
- (f) The Administrator is a unit of local government, nonprofit organization, public housing authority, or public agency. The Administrator maintains an office in the State of Texas.

ARTICLE IV

ADMINISTRATOR ADMINISTRATIVE PROVISIONS

4.1 **Administrator.** As a condition precedent to participation in the Program, the Administrator shall have executed and delivered this Agreement to the Department and shall have provided to the Department all Program Documents and any other materials reasonably requested by the Department in connection herewith and therewith.

- 4.2 **Deficiencies.** The Administrator in its capacity under this Agreement warrants that it shall comply with the Laws, Program Documents and Housing Trust Fund Rule. The Department may at any time during the Agreement Period review any forms, applications or other documents, including but not limited to the barrier removal and accessibility modification project amounts. If in the Department's judgment, such forms are defective or inaccurate in any material respect, or if the Administrator is in breach or violation of any representation, warranty, or covenant of the barrier removal and accessibility project hereunder, the Administrator shall cure the defect: (a) on or before the thirtieth (30) day from the date Administrator is aware, or should have been aware, of such defect, (b) within such a shorter period as is required by other law, or (c) a time period agreed upon in writing by the Department and Administrator necessary to effect such a cure.

After consultation and in the event that the Department and Administrator are not able to reach a consensus about the Administrator's effort to correct the deficiencies in the Program as required under this Agreement, the Department, in accordance with its Administrative Rules, may apply appropriate graduated sanctions including, but not limited to deobligation of funds.

- 4.3 **Administrator Duties.** The Administrator hereby agrees to carry out the requirements as set forth in the NOFA, the Performance Statement attached hereto as Exhibit A, and the "Personal Responsibility and Work Opportunity Act of 1996" discussed in and attached hereto as Exhibit B.
- 4.4 **Fees and Other Charges.** In connection with the services to be performed, Administrator agrees that it will not charge or collect from the prospective Household any fees or charges.
- 4.5 **Prohibition of Discrimination.** The Administrator shall not enter into any agreement or arrangement for the selection of applicants with any person, firm or corporation that discriminates or has the effect of discriminating against any Household or group of Households for Program assistance based on classification protected by law. The Administrator shall treat all applications on a fair, equal basis in accordance to the Administrator's selection criteria.
- 4.6 **Conflict of Interest.** In accordance with Housing Trust Fund Rule, no person who is an employee, agent, consultant, officer, elected official or appointed official of the Administrator who exercises or has exercised any functions or responsibilities with respect to Housing Trust Fund activities under Chapter 2306 of the Texas Government Code, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from a Housing Trust Fund assisted activity, or have an interest in any Housing Trust Fund contract, subcontract or agreement or the proceeds hereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

ARTICLE V

DEPARTMENT'S OBLIGATIONS & LIABILITIES

- 5.1 **Program Funding.** The Department hereby agrees to provide Funds under the Program to the Administrator in accordance with the terms of this Agreement, NOFA and Program Documents so long as funding for the Program is available.
- 5.2 **Review of Administrator's Performance.** The Department may periodically visit or conduct a desk review of the Administrator to review and evaluate its performance. If the Department

determines that the Administrator is not performing in accordance with this Agreement or applicable laws, the Department shall notify the Administrator of such deficiency. If, in the Department's sole discretion, such deficiency warrants termination of this Agreement and the obligation to fund any pending reservations, then the Department shall notify the Administrator of its determination. The date on which such termination shall be effective shall be at least thirty (30) days from the date of the notice. The aforementioned is subject to the cure provisions outlined in Article VI below; if the Department reasonably determines that the deficiency is curable.

- 5.3 **Furnishing Program Documentation.** The Department hereby agrees to provide to the Administrator a copy of the Housing Trust Fund Rule and Amy Young Barrier Removal Program Manual as well as any amendments thereto as published from time to time. If not already provided, a copy of the Housing Trust Fund Rule and Amy Young Barrier Removal Program Manual is provided herewith. Execution of this Agreement shall evidence the Administrator's acknowledgement of receipt and agreement to abide by the Housing Trust Rule and Amy Young Barrier Removal Program Manual.

ARTICLE VI

TERMINATION

- 6.1 **Involuntary Termination of the Administrator.** The Department in accordance with its Administrative Rules and NOFA may apply appropriate graduated sanctions leading up to, but not limited to deobligation of funds in the following situations:
- (a) If any representation or warranty of the Administrator to the Department contained in any of the Program Documents is false or misleading in any material respect, except with respect to the information provided by the applicant for Program assistance;
 - (b) If the Administrator violates or breaches or fails to perform any material covenant, condition or term of this Agreement or the Housing Trust Fund Rule and Program Documents and the Administrator fails to cure said violation, breach or failure to perform within thirty (30) days following the notification to the Administrator by the Department of such violation, breach or failure of performance. In the event the violation, breach or failure to perform cannot be corrected within the thirty (30) day cure period, the Department may consent to an extension of the curative period if, in the Department's sole determination, the Administrator has commenced corrective action and is diligently pursuing said action before the end of the thirty (30) days.
 - (c) The filing of a bankruptcy petition, either voluntary or involuntary, by or on behalf of the Administrator.
 - (d) If the Administrator is in default under any of the Housing Trust Fund Rule and Program Documents and fails to cure such default within thirty (30) days after notice of the default or if the Administrator is in default under any other Department program.
 - (e) If the Administrator has any unresolved compliance issues on existing or prior contracts, agreements or reservations with the Department.

- (f) If the Administrator fails to set-up programs/projects or expend funds as required in this Agreement and/or Housing Trust Fund Rule and Amy Young Barrier Removal Program Manual.
- (g) If the Administrator defaults on any agreement with the Department.
- (h) If the Administrator misrepresented any facts to the Department during the Program application process or administration of any Department contract and/or agreement.
- (i) If the Administrator demonstrates the inability to provide adequate financial support to administer this Agreement.

6.2 **No Liability for Removal, Termination of Administrator.** The Department shall not be liable in any respect to the Administrator for termination of this Agreement in accordance with the terms hereof. The Department may continue with the completion and funding of transactions approved prior to the date of the termination with a different Administrator if the Department is able to identify another Administrator that is willing to complete the transaction.

ARTICLE VII

DISBURSEMENT OF FUNDS

- 7.1 **Request for Funds and Disbursements.** All requests for funds must be made in accordance with the Housing Trust Fund Rule, NOFA and Amy Young Barrier Removal Program Manual.
- 7.2 **Refund.** Administrator shall refund to the Department any money which has been paid by the Department which the Department determines has resulted in overpayment to the Administrator, or has not been spent strictly in accordance with the terms of this Agreement, Housing Trust Fund Rule, Amy Young Barrier Removal Program Manual or Program Documents, within **ten (10) business days** after such refund is requested by the Department in writing.

ARTICLE VIII

INSPECTION & MONITORING

- 8.1 Administrator will cooperate with the Department in arranging for inspections by representatives of the Department to determine the progress of the services provided under this Agreement in accordance with the Housing Trust Rule and Amy Young Barrier Removal Program Manual from time to time and will promptly comply with the Department's requirements or satisfy any objections regarding this project or the progress thereof. All inspections conducted by the Department are solely for the benefit of the Department.

ARTICLE IX

RECORDS AND REPORTING REQUIREMENTS

- 9.1 **Reporting and Timetable.** Administrator shall provide any and all reports to the Department as required by and in accordance with the NOFA, the Housing Trust Fund Rule and Amy Young Barrier Removal Program Manual. The Department may use any reports, information, and/or

products submitted to the Department by the Administrator to measure accomplishments in achieving objectives stated herein.

- 9.2 **Retention and Accessibility of Records.** The Administrator must maintain records pertinent to assisted households in accordance with the Housing Trust Fund Rule.
- 9.3 **Open Records.** Administrator acknowledges that the Department is subject to the Texas Public Information Act (Chapter 552, Texas Government Code) and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Agreement subject to and in accordance with the Laws. Administrator agrees to cooperate with the Department, as applicable, in this regard.

ARTICLE X

LITIGATION AND CLAIMS

- 10.1 Administrator shall give the Department immediate notice, in writing, of any action, including any proceeding before an administrative agency, filed against the Administrator in connection with this Agreement and any claim against the Administrator. Except as otherwise directed by the Department, Administrator shall furnish immediately to the Department copies of all pertinent documents received by Administrator with respect to such action or claim filed against the Administrator in connection with this Agreement and any claim against the Administrator related to this Agreement.

ARTICLE XI

PROHIBITED USE OF FUNDS

- 11.1 **Political Activities and Legislative Influence Prohibited.** Funds provided under this Agreement may not be used for influencing the outcome of any election or the passage or defeat of any legislative measure.
- 11.2 **Sectarian Activity.** Funds provided under this Agreement may not be used for any sectarian or religious activity. The barrier removal and accessibility project must be used exclusively by the eligible Household for secular purposes and must be available to all persons regardless of religion.
- 11.3 **Use of Alcoholic Beverages.** Funds under this Agreement may not be used for the payment of salaries to any employee of the Administrator who uses alcoholic beverages while on active duty, for travel expenses expended for alcoholic beverages, or for the purchase of alcoholic beverages.

ARTICLE XII

COMPLIANCE

- 12.1 **Compliance Review.** Administrator shall give the Department and the Texas State Auditor's Office, through its authorized representatives, access to and the right to examine any or all pertinent records or other written materials relating to this Agreement and Program Documents to be maintained by Administrator. Administrator shall give the Department the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder by

Administrator. The Department may also consider relevant information gained from other sources, including litigation and citizen complaints.

- 12.2 **Compliance with Federal, State and Local Laws.** Administrator shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders and decrees or any court or administrative tribunal applicable to the activities and performances of Administrator under this Agreement. Upon request by the Department, Administrator shall furnish satisfactory proof of its compliance therein, including, but not limited to, a certified copy of a “Good Standing Certificate” issued by the Texas Comptroller of Public Accounts.
- 12.3 **Certification Regarding Certain Disaster Relief Contracts.** The Department may not award an agreement that includes proposed financial participation by a person who, during the five-year period preceding the date of this Agreement, has been convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

By execution of this Agreement, the Administrator hereby certifies that it is not ineligible to participate in this Program and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

- 12.4 **Certification Regarding Undocumented Workers.** By execution of the Agreement, Administrator hereby certifies that the Administrator, or a branch, division or department of Administrator does not and will not knowingly employ an undocumented worker, where “undocumented worker” means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Administrator, or a branch, division, or department of Administrator is convicted of a violation under 8 U.S.C. Section 1324a(f), Administrator shall repay the amount of the public subsidy with interest, at the rate of 5% per annum, not later than the 120th day after the date the Department notifies Administrator of the violation.

ARTICLE XIII

PARTICIPATION IN RESERVATION PROGRAM

- 13.1 **Administrator.** As a condition to participate in the Program, the Administrator must have been approved by the Department as an Administrator.
- 13.2 **Reservation Procedures for First-Come, First-Served Program.**
- a) Reservation Setups will be processed in the order submitted to the Department via the Reservation System. Submission of a Reservation Setup on behalf of a Household does not guarantee funding.

- b) Administrators may reserve and have active projects in amounts in accordance with the NOFA. If an Administrator has reached the maximum amount allowed to be active, new Reservation Setups will not be reviewed by the Department until an existing Activity is closed or an existing Reservation Setup has been cancelled or deleted.
- 13.3 **Modification of Reservation.** After the Household has been deemed eligible to participate in the Program and a Reservation has been secured, the Administrator must notify the Department of any changes to the Household's application, such as a cancellation or change in the barrier removal and accessibility project amount. The Administrator will not be permitted to change, exchange, replace or switch Household applicants.
- 13.4 **Procedures and Standards.** The Administrator shall qualify all Households and the barrier removal and accessibility project in accordance with the NOFA, Housing Trust Fund Rule and Amy Young Barrier Removal Program Manual during this Agreement.
- 13.5 **Assistance Terms.**
- a) The Program grant is limited to \$20,000 in combined Hard and Soft Costs. Funds may not be used for repairs or construction unrelated to accessibility modification, barrier removal or the elimination of hazardous or unsafe conditions in the housing unit.
 - b) The assisted Household's projected income may not exceed 80% of the Area Median Family Income (AMFI) or 80% of the State Median Family Income, adjusted for Household size, whichever is greater, utilizing the approved methodology described by the Department.
 - c) The Household's Liquid Assets, as defined by the NOFA, may not exceed \$20,000.
- 13.6 **Eligible Households.** An "Eligible Household" under this Program shall be a person or persons who meet the requirements contained in the definition of a "Person with Disabilities" as set forth in the NOFA, Housing Trust Fund Rule, Amy Young Barrier Removal Program Manual, and in this Agreement.
- 13.7 **Property and Construction Guidelines.** All property and construction standards must meet the requirements outlined in the NOFA, Housing Trust Fund Rule and Amy Young Barrier Removal Program Manual during this Agreement.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

- 14.1 **Amendments, Changes, and Modifications.** This Agreement may be amended, changed, modified or extended by an instrument in writing executed by both parties.
- 14.2 **Notices.** Any and all notices or other communications required or permitted to be given under this Agreement must be in writing. Notice will be deemed effective upon deposit in the United States mail, postage prepaid, by certified mail, return receipt requested, and properly addressed to the party to be notified at the Notice Address as defined herein. Notice given in any other manner shall be deemed effective only if and when received by the party to be notified.

- 14.3 **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. Such invalid or unenforceable provision shall be amended, if possible, in order to accomplish the purposes of this Agreement.
- 14.4 **No Rights Conferred on Others.** Nothing in this Agreement shall confer any right upon any person other than the Department and the Administrator.
- 14.5 **Assignment.** Administrator shall NOT assign this Agreement without the prior written consent of the Department. The Department is hereby expressly authorized and permitted to assign this Agreement without further evidence of consent from the Administrator.
- 14.6 **Survival of Obligations and Covenants.** The obligations and covenants of the parties herein shall survive the termination of this Agreement as to Program Documents executed prior to the effective date of the termination.
- 14.7 **No Remedy Exclusive.** No remedy herein shall be exclusive of any other available remedy, but each remedy shall be cumulative and additional to any other remedy created under this Agreement or existing Law or in equity. No delay or omission to exercise any right or remedy accruing under this Agreement shall impair any such right or remedy, or shall be construed to be a waiver thereof, but any such right and remedy may be exercised from time to time and as often as may be deemed expedient.
- 14.8 **Titles and Headings.** The terms and phrases used in the titles and headings hereof have been included for convenience only and shall in no way modify or restrict the provisions of this Agreement.
- 14.9 **Interpretation.** Unless the context requires otherwise, words of the masculine gender shall include the feminine, and words of the singular number shall include the plural.
- 14.10 **Governing Law.** This Agreement shall be construed in accordance with the Laws of the State of Texas. In the event of litigation, venue shall lie in Travis County, Texas.
- 14.11 **Counterparts and Facsimile Signatures.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or email, and any such signature shall have the same legal effect as an original.

This Agreement is effective on the last day of execution by both parties.

ADMINISTRATOR: **TEXOMA COUNCIL OF GOVERNMENTS**, a unit of local government

By: _____

Susan B. Thomas, PhD

Executive Director

Date Signed

DEPARTMENT: **TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**, a public
and official agency of the State of Texas

By: _____

Name: _____

Date Signed

Title: Its duly authorized officer or representative

**AMY YOUNG BARRIER REMOVAL PROGRAM
RESERVATION SYSTEM ACCESS AGREEMENT**

Exhibit A

PERFORMANCE STATEMENT

TEXOMA COUNCIL OF GOVERNMENTS

Administrator shall implement the Amy Young Barrier Removal Program in accordance with Chapter 2306 of the Texas Government Code, the Housing Trust Fund Rule, the NOFA and the Program Manual. Administrator shall assist eligible Households with barrier removal and accessibility who document household income at or below eighty percent (80%) of the area median family income or the statewide median income.

The Administrator is required, and agrees, to perform the following functions:

- Market the Program;
- Procure qualified building contractors and, if necessary, residential rehabilitation inspectors;
- Conduct application intake;
- Determine applicant eligibility;
- Submit required documentation to the Department, utilizing the Department's online Reservation/Contract System or other methods required by the Department;
- Inspect the home for barrier removal needs, accessibility modifications and mitigation of unsafe or hazardous conditions;
- Determine the nature, scope, specification and cost estimate of the work to be performed;
- Solicit bids for specified work;
- Award construction contracts to qualified bidders;
- Conduct pre-construction conference with assisted Household and construction contractor;
- Provide adequate project supervision during construction;
- Conduct inspections as necessary, including a final inspection to insure full compliance with construction contract and Program requirements;
- Submit required Project Draw and Close Out documentation to the Department, utilizing the Department's online Reservation/Contract System or other methods required by the Department;

ADMINISTRATION

1. In accordance with the NOFA, Administrators must comply with all applicable procurement laws, regulations and policies. Local units of government must maintain documentation of compliance with procurement laws and regulations. All participating Nonprofit Organizations must have a Board adopted procurement policy and document in their local file compliance with that policy.
2. The Administration Fee and Soft Costs will be paid to the Administrator upon completion of the Project. Administration Fees are not a part of the maximum grant amount per Household.

**AMY YOUNG BARRIER REMOVAL PROGRAM
RESERVATION SYSTEM ACCESS AGREEMENT**



Exhibit B

PERSONAL RESPONSIBILITY AND WORK OPPORTUNITY ACT OF 1996

TEXOMA COUNCIL OF GOVERNMENTS

- If an individual is applying for Amy Young Barrier Removal Program funds, the Administrator must verify that the individual applying for Amy Young Barrier Removal Program funds is a qualified recipient for funding under the Personal Responsibility and Work Opportunity Act of 1996, (“PRWORA”).
- To ensure that a non-qualified applicant does not receive “state public benefits,” a unit of local government that administers “state public benefit programs” is required to determine, and to verify, the individual’s alienage status before granting eligibility, as further discussed in: 8 U.S.C. § 1642 (a) and (b). Administrator must use the SAVE verification system to verify and document qualified alien eligibility.
- An exception to the requirement of verification of alienage status applies when the applicant’s eligibility is determined by a non-profit charitable organization. To be eligible for this exemption, an organization must be both “nonprofit” and “charitable.” An organization is “nonprofit” if it is organized and operated for purposes other than making gains or profits for the organization, its member or its shareholders, and is precluded from distributing any gains or profits to its members or shareholders. An organization is “charitable” if it is organized and operated for charitable purposes. The term “charitable” should be interpreted in its generally accepted legal sense as developed by judicial decisions. It includes organizations dedicated to relief of the poor and distressed or the underprivileged, as well as religiously-affiliated organizations and educational organizations. See Federal Register on November 17, 1997 at 62 Fed. Reg. 61344.



TO: TCOG Governing Board
THRU: Allison Minton, Client Services Department Director 
FROM: Brenda Smith, Energy Services Program Manager 
DATE: January 3, 2013
RE: Collaborative Emergency Solutions Grant

RECOMMENDATION

Authorize the Executive Director to execute a memorandum of understanding with North Texas Youth Connection to accept \$96,750 of the Emergency Solutions Grant funded through the Texas Department of Housing & Community Affairs (TDHCA).

BACKGROUND

The Emergency Solutions Grant is a collaborative grant among six agencies including: North Texas Youth Connection (lead agency), Texoma Crisis Center, Sherman Salvation Army, Grayson County Homeless Shelter, Four Rivers Outreach and TCOG. The grant provides various supportive services to homeless people and those at risk of homelessness. TCOG participated in a similar collaborative grant funded through the ARRA Homelessness Prevention grant in 2010, and the ESG grant in 2011.

DISCUSSION

These funds will be used to provide short-term rent assistance, security deposits, utility deposits and other supportive services to families at risk of becoming homeless due to crisis situations.

BUDGET

Funding provides for direct client services and administrative costs.

APPROVALS



Terrell Culbertson, Finance Director



Susan B. Thomas, Ph.D., Executive Director

EMERGENCY SOLUTIONS GRANT (ESG)
For Contract Period 10/1/12 – 9/30/13
Applicant's Name: TEXOMA COUNCIL OF GOVERNMENTS

UNDUPLICATED PERSONS TO BE SERVED WITH ESG FUNDS: 180

ADMINISTRATIVE	
Case Manager: 12.5% of Salary (\$32,000 plus benefits)	\$7,500
HMIS User Fee, 1 @ \$800	\$ 800
Pre-Award Training & Travel for Case Manager	\$ 400
TOTAL ADMINISTRATIVE:	\$8,700

RENTAL ASSISTANCE	
Short-term rental assistance: 40 families x 3 months @\$575	\$69,000
Rental Security Deposits, 5 families x \$500	\$ 2,500
TOTAL:	\$71,500

HOUSING RELOCATION OR STABILIZATION SERVICES	
Utility Deposits: 5 Families * Deposits	\$ 3,500
Motel/Hotel Vouchers: 5 Families * 2/3 weeks Each	\$ 4,375
Short-Term Rent Assistance: 5 Families * 3 months	\$ 8,625
TOTAL:	\$16,500

GRANT TOTAL for TCOG: \$96,750

Memorandum of Understanding Emergency Solutions Grant Program

Texoma Council of Governments (TCOG) agrees to partner with North Texas Youth Connection (NTYC) to implement the **Emergency Solutions Grant Program** from the Texas Department of Housing and Community Affairs (TDHCA), with the goal of providing a continuum of services to homeless and those at risk of homelessness in our service area. NTYC will serve as the lead agency and fiscal agent for this grant proposal submission and ongoing grant administration.

TCOG pledges that Brenda Smith, Energy Services Programs Manager, will serve as TCOG's management level representative on the Project Management Team, and she will be available or have a designee available for meetings as necessary. TCOG expects meetings to be held at least quarterly, and at other times as deemed necessary.

TCOG commits to participate in the following activities, as part of this grant:

- Provide all requested information to complete the grant request by mutually agreed-upon deadlines
- To follow all applicable parts of the contract between TDHCA and NTYC.
- Record TCOG client data in a Homeless Management Information System and will use the same ClientTrack system as NTYC if at all possible. TCOG agrees to allow NTYC access to TCOG's aggregate data in this system for reporting purposes.
- Submit all required reports by the deadline, or acknowledge that fund reimbursement will not be available until the following month's reimbursement schedule.
- TCOG understands that we will not be allowed to expend more funds than the total request in any single budget area, and that doing so will result in the excess funds not being reimbursed.
- TCOG understands that any budget requests do not mean that we will automatically be awarded those amounts.
- Provide and appropriately document the required match.
- TCOG agrees to provide NTYC access to all additional required documentation as needed for grant submission and for any monitoring or auditing purposes
-

North Texas Youth Connection will provide the following:

- NTYC agrees to distribute a check to TCOG as reimbursement for the cost of allowable expenses within 10 days of receipt from TDHCA.
- NTYC will compile all agencies' requests into one final proposal; TCOG will be allowed to review and make revisions to the TCOG portion before final submission.
- NTYC will serve as the fiscal agent to make final negotiations with TDHCA as to the final contract, and will keep TCOG notified of any revisions to TCOG's particular area that are needed.
- Will provide opportunities to revise TCOG budgets on a quarterly basis if appropriate and if funds are available.



TCOG certifies that it is a political subdivision of the State of Texas as authorized by Chapter 391 of the Local Government Code.

TCOG agrees to comply with all other terms and conditions outlined in this award, including all policy terms and conditions contained in applicable TDHCA contracts and policies, and requirements imposed by program statutes and regulations and HUD grant administration regulations, as applicable.

Sharon Watson, Interim Executive Director
North Texas Youth Connection

Date _____
Dr. Susan B. Thomas, Executive Director
Texoma Council of Governments



TO: TCOG Governing Board
THRU: Allison Minton, Client Services Department Director 
FROM: Brenda Smith, Energy Services Program Manager 
DATE: January 4, 2013
RE: TACAA ONCOR Weatherization Contract

RECOMMENDATION

Authorize the Executive Director to execute a contract with Texas Association of Community Action Agencies (TACAA) on behalf of ONCOR Electric Delivery Company in an amount up to \$175,000.

BACKGROUND

The Weatherization Assistance Program (WAP) provides for energy repairs which reduce utility costs by minimizing the infiltration of air and increasing the thermal boundary of the home. The program can be provided to both owner-occupied and renter-occupied units and provides such energy improvements as insulation in the attic and walls; caulking; weather-stripping; and repair or replacement of heating and air conditioning units. All improvements must be verified as necessary in accordance with the required WAP energy Audit. The WAP program serves the following 15 counties: Bowie, Camp, Cass, Cooke, Delta, Fannin, Franklin, Grayson, Hopkins, Lamar, Marion, Morris, Rains, Red River, and Titus.

DISCUSSION

Up to \$6500 per home will be utilized to provide weatherization applications to the homes of qualified clients living in ONCOR service areas. Funding will provide services for a minimum of twenty-five (25) homes. This funding may be used in concert with existing federal WAP funding which will provide the client maximum weatherization benefits. The contract period runs through October 31, 2013.

BUDGET

Contract provides a 10% administration fee on materials installed. Fees are unrestricted revenue for TCOG and may be used to further develop weatherization and other TCOG programs.

APPROVALS



Terrell Culbertson, Finance Director



Susan B. Thomas, Ph.D., Executive Director

**Contract for Services
Between
TEXAS ASSOCIATION OF COMMUNITY ACTION AGENCIES, INC.
And
TEXOMA COUNCIL OF GOVERNMENTS
Contract No. 3443-13-013**

Section 1. Parties to Contract

This contract (hereinafter "Contract") is made by and between the Texas Association of Community Action Agencies, Inc. (hereinafter "Agency") and Texoma Council of Governments (hereinafter the "Contractor"). Agency and Contractor together hereinafter referred to as "Parties."

Section 2. Contract Period

The Contract shall commence on January 1, 2013 and, unless earlier terminated, shall end on October 30, 2013. The Contract may be extended contingent upon availability of funds from ONCOR Electric Delivery Company LLC (ONCOR), satisfactory performance by the Contractor, and mutual agreement between the Parties.

Section 3. Purpose

The Targeted Low Income Weatherization Program (the "Program") is designed to employ weatherization measures to cost-effectively reduce the energy consumption and energy costs of ONCOR's low income customers using the existing service delivery systems of the federally funded Weatherization Assistance Programs (WAPs). Appropriate weatherization measures and basic on-site energy education will be provided to eligible residential energy consumers. ONCOR's funding, administered by Agency, for weatherization measures will enhance and supplement the federally funded WAP for low income ONCOR customers in the ONCOR service territory, expanding the number of eligible customers served and weatherization measures installed.

Section 4. Scope of Work

Contractor shall provide weatherization services similar to the federally funded WAPs, unless otherwise instructed by Agency, to eligible ONCOR customers (hereinafter "Participants") residing in Cooke, Delta, Fannin, Grayson, Hopkins, Lamar, and Red River Counties, in the ONCOR service territory.

Section 5. Program Requirements and Responsibilities of Contractor

5.1 Contractor shall:

5.1.1 Determine client eligibility, including:

- ☐ Customer of ONCOR at the time of application;
 - ☐ Household income at or below 200 percent of the federal poverty guidelines;
 - ☐ Dwelling unit has refrigerated electric air conditioning; and
 - ☐ Dwelling unit has not received similar energy efficiency services through another energy efficiency program offered or sponsored by ONCOR since 2002.
- A process to verify prior energy efficiency services will be established and

provided to Contractor.

5.1.2 Operate under the standards established in 10 CFR Part 440, and one of the following methods:

- ☐ Conduct a “pre-blower door test,” a “post blower door test,” and the completion of all weatherization measures, including incidental repairs, which attain a Savings to Investment Ratio (SIR) of 1.0 or greater using a U.S. Department of Energy approved Audit (hereinafter “Audit”) and which are feasible and reasonable in light of conditions at the dwelling unit and for which funding is available. Contractor must use Participant’s actual electric rate from electric bill.
- ☐ For multi-family units of five or more units per building, with the exception of smart thermostats and water heater replacements, complete measures according to the Priority List (hereinafter “Priority List”) approved by the U.S. Department of Energy for Texas which are feasible and reasonable in light of conditions at the dwelling unit and for which funding is available. (The Audit is also acceptable for multifamily units.)

5.1.3 Provide the Participant, or a designated representative, energy education, which may include how to read an electric meter, understanding an electric bill, understanding the impact of energy savings, and/or providing other general energy management information. Energy education will be determined to have been successfully delivered when the Participant signs a document stating the Participant has received and understands the energy education.

5.1.4 Encourage Participants to use products provided through the Program in accordance with manufacturers’ instructions.

5.1.5 Encourage Participants to follow energy efficiency suggestions provided through the on-site energy education.

5.1.6 Complete and maintain all program reports and forms as required by WAPs, both programmatic and financial, such as landlord/tenant ownership agreement forms, and forms to ensure proper accounting of all weatherization measures installed.

5.1.7 Report to Agency per Section 9 of this Contract.

5.1.8 Meet federal and state insurance regulations.

5.2 Program funds may be used for incidental repairs made to a Dwelling Unit in conjunction with allowed Weatherization Measures. Agency will only reimburse Contractor for expenditures required to achieve electrical energy savings. Contractor will not be reimbursed for projects that do not result in electrical energy savings. All weatherization measures, including incidental repairs, installed in the home regardless of the source of funding must produce a SIR of 1.0 or greater. Watersaver measures may only be installed in Participant homes that rely upon electric water heating equipment to heat water for domestic use.

5.3 At minimum, Contractor will weatherize twenty-five (25) dwelling units in the ONCOR service territory counties specified in Section 4 of this Contract.

Section 6. Program Requirements and Responsibilities of Agency

6.1 Agency shall provide Contractor up to \$175,000.00 to provide cost effective weatherization measures to ONCOR's eligible customers, contingent upon availability of funds from ONCOR. If sufficient funds are not available, Agency shall notify Contractor in writing within a reasonable time after such fact is determined. Agency shall then terminate this Contract.

6.2 Agency shall:

6.2.1 Conduct quality control inspections;

6.2.2 Conduct financial and programmatic monitoring; and

6.2.3 Report to ONCOR deemed energy savings for Program, calculated from dwelling unit information reported by Contractor, as specified in Section 9 of this Contract.

Section 7. Quality Control

7.1 Inspections may be done by Agency and/or ONCOR at any time, but for Agency to withhold or reduce payments for completed weatherization measures at a dwelling unit, the inspection must be completed within 60 days from the date Agency receives a complete monthly report with all supporting documentation for the dwelling unit.

7.2 If quality control checks reveal undelivered services (i.e., services for which the Participant is eligible that are feasible and reasonable in light of conditions at the dwelling unit and that meet SIR requirements and for which funding is available), Contractor shall return and provide such services.

7.3 If it is determined in the quality control inspections conducted by Agency or ONCOR that an authorized measure installed at a reported dwelling unit is incapable of performing its intended function and/or it will not provide that function for the length of time prescribed to the savings, then the requested payment for that measure (including the associated administrative fee) will be subtracted from current or future payments. Contractor will have 60 days from the date it is notified by ONCOR or Agency of the deficiency to bring the deficient measure(s) into compliance and resubmit the measures associated with the dwelling unit for consideration.

7.4 If Contractor fails to bring the deficient measures into compliance within the 60 day period and the SIR of the dwelling unit falls below 1.0, then the remaining payment for the dwelling unit (including the associated administrative fee) will be subtracted from a current or future payment by that amount.

Section 8. Compensation

8.1 Each month, Contractor will report funds expended and projected. Contractor's requests for advances shall be limited to the minimum amount needed to perform the contracted services for a 30-day period and will be paid upon Agency's receipt of Contractor's report showing the performance. Agency reserves the right to use a cost reimbursement method of payment for all funds if (1) Agency determines Contractor has maintained excess cash balances; (2) Agency identifies any deficiency in the Contractor's cash controls or financial management; (3) Agency determines that a cost reimbursement

would benefit the program; (4) Agency's funding sources require the use of a cost reimbursement method; or

(5) Contractor fails to comply with any of the reporting requirements.

8.2 Contractor will be entitled to compensation for materials, labor and program support used by the federally funded WAP Service Provider to install weatherization measures for up to \$6,500 per weatherized Dwelling Unit. Agency may reimburse Contractor for program support costs and up to 10% of the invoice amount for administration. The amount paid to Contractor for administration shall not be included in the calculation of the \$6,500 per Dwelling Unit cap or the calculation of the Whole House SIR. Contractor's program support costs shall be included in the calculation of the \$6,500 per Dwelling Unit cap, but shall not be included in calculating the Whole House SIR. At the end of the contract period, program support costs may not exceed 15% of the total materials and labor charges.

8.3 If it is determined that a reported dwelling unit is ineligible for participation and there are no options available to make it eligible, then that dwelling unit will be excluded from payment.

8.4 All funds must be encumbered (work completed and invoiced) during the Contract period in accordance with this Contract. Any unexpended balance at the end of the contract period is forfeited unless the contract period is extended by amendment.

Section 9. Reporting

9.1 Beginning February 15, 2013 and through the end of the Contract, Contractor will ensure monthly reports are received by the Agency by the fifteenth (15th) day of each subsequent month. Agency will provide reporting form to Contractor. If no work has been performed, an email stating such will suffice. Otherwise, report will include:

9.1.1 A copy of the Audit or Priority List and Building Weatherization Report for each weatherized dwelling unit;

9.1.2 A report form provided by Agency that includes demographic information (ESI ID, air conditioning type, heating type, and water heating type), measures installed, and total amounts expended and encumbered by measure, category (materials, labor, and administrative costs) and weatherized unit;

9.1.3 Number of dwelling units weatherized;

9.1.4 A signed invoice with total amounts expended and encumbered for materials, labor, program support, and administrative costs, projected expenses, and any advance requested; and

9.1.5 Additional documentation requested as necessary.

9.2 By July 31, 2013, Contractor will report to Agency outstanding work, obligated but not reported, with estimated expenses by category (materials, labor, and administrative costs) by unit to be weatherized. Agency will provide reporting form to Contractor.

9.3 Contractor agrees that it will keep accurate records of its expenditure of funds, program performance documentation, and Participant files under this Contract. Files must include a signed

Participant release which allows release of Participant information to Agency and ONCOR. (Language in an existing form to this effect will suffice.)

9.4 All records required for a program audit and inspection shall be made available at the offices of the Contractor, at all reasonable times, for inspection, audit, or reproduction, until three (3) years after the date of final payment for any work.

9.5 Failure to fulfill reporting requirements may result in withholding of payments.

9.6 Reports must be delivered by mail or courier to:
Texas Association of Community Action Agencies, Inc.
2512 I.H. 35 South, Suite 100
Austin, TX 78704-5772
Or by email to:
wx@taca.org

Section 10. Termination of Contract

10.1 Either party upon thirty (30) days written notice may terminate the Contract. Upon receiving notice of termination, Contractor will place no further orders, or enter into further subcontracts for services, materials, or equipment related to the work where possible. In addition, Contractor will delay or terminate all existing orders and subcontracts insofar as those orders and subcontracts relate to the performance of the work terminated. However, to the extent possible, Agency will allow continued delivery of eligible services to those customers promised services prior to receipt of notice of termination. In the event of termination, Contractor will identify any such customers and notify Agency to negotiate delivery of services to them.

10.2 Agency may terminate the Contract without notice if the Contractor's Community Services Block Grant, Comprehensive Energy Assistance Program and/or Weatherization Assistance Program funds are suspended by the authorizing state agency.

Section 11. Recapture of Funds

11.1 As a benchmark for measuring performance goals, as of March 31, 2013, if the amount spent or encumbered is less than 30 percent of the Contract total, Agency may, after review with Contractor, reduce the funding of the remaining allocation by up to 30 percent of the total budget.

11.2 As a secondary benchmark for measuring performance goals, as of June 30, 2013, if the amount spent or encumbered is less than 65 percent of the Contract total, Agency may, after review with Contractor, reduce the funding of the remaining allocation by the amount not spent or encumbered.

Section 12. Miscellaneous Provisions

12.1 **Independent Contractor.** Contractor is not an employee of the Agency. Contractor is an independent contractor and agrees to hold Agency harmless and indemnify Agency against any disallowed costs or other claims, which may be asserted by any third party in connection with Contractor's performance of this Contract. Contractor agrees to comply with all applicable state, federal and local laws.

12.2 Contract Renewal and Modification. Should questions or disputes develop with respect to matters related to Contract terms, or with respect to Contractor activities, the Parties shall meet promptly to resolve such issues. Should informal resolution not be possible, the Parties stipulate to the selection of a resolution committee to assist in resolving any issues that cannot be readily resolved through informal means. Should judicial resolution of a disputed matter become necessary, the Parties agree that the forum shall be the courts of Travis County, Texas.

12.3 Severability. In the event any provision of the Contract is held to be void, unlawful, or otherwise unenforceable, that provision will be severed from the remainder of the Contract. The Contract, as so modified, will continue to be in full force and effect.

12.4 Insurance. Contractor will, at its sole expense, purchase and maintain, during the term of this Contract, insurance policies with substantial and sound insurers, having coverages of the types and in the amounts specified in Exhibit A, "Insurance Requirements," and submit to Agency certificates of insurance evidencing the coverage required therein, prior to the execution of this Contract. Contractor is required to provide updated Certificates of Insurance to Agency within ten business days after the expiration of each policy. Contractor will instruct its insurance carrier or insurance agent to deliver these updated certificates of insurance directly to Agency. The requirements as set forth in Exhibit A as to types and limits of insurance, as well as Agency's approval of insurance coverage to be maintained by Contractor, are not intended to and will not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Agreement.

12.5 Publicity. Information relating to this Contract may be released for publication and/or advertising only with the prior written approval of Agency. Contractor is expressly prohibited from using ONCOR's name in any publication, advertising, or promotion without Agency's written approval.

12.6 Binding On Successors. This Contract will inure to the benefit of and be binding upon the undersigned Parties and entities, and their respective legal representatives, successors and assigns.

Section 13. Entire Contract

This Contract constitutes the entire understanding of the Parties. Any change in the terms of this Contract shall be made by an amendment in writing and signed by both Parties to this Contract.

Section 14. Execution

This Contract is effective when signed by Agency Executive Director.

Stella Rodriguez, Executive Director for Agency
Texas Association of Community Action Agencies, Inc.

Date

Susan Thomas, Executive Director for Contractor
Texoma Council of Governments

Date



TO: TCOG Governing Board
FROM: Karen Bray, Aging Services Department Director *KB*
DATE: January 8, 2013
RE: Texoma Senior Citizens Foundation Pass Thru Livengood Funding

RECOMMENDATION

Accept grant funding in the amount of \$100,000 from the Texoma Senior Citizens Foundation for the purpose of providing services for seniors in the Sherman area through TCOG's Care Coordination Program.

BACKGROUND

The Area Agency on Aging (AAA) Care Coordination Program is a coordinated, community-based home care program administered by registered nurses who assist elderly citizens in Cooke, Grayson and Fannin Counties so they can maintain their dignity and personal independence. Services are available to persons 60+ years of age who are hearing and vision impaired, homebound, unable to care for themselves, and/or recently discharged from area hospitals who require temporary in-home care. The Care Coordination mission is to provide care coordination for the elderly to connect them to the proper service systems that can provide them with resources, services and benefits; and to advocate for humane and effective operation of those systems.

DISCUSSION

The Byrd Fielder Livengood Charitable Trust Cash Grants Program awarded \$100,000 to the Texoma Senior Citizen Foundation (TSCF) earmarked for TCOG's AAA Elder Watch Program. Grant funding from the Livengood Foundation will support the following immediate needs within the AAA Care Coordination program in the Sherman area: ***Dental Services, Medication Management, Hearing Aids, Glasses, and Medical expense.***

BUDGET

100% of this grant will go towards direct services for seniors in the Sherman area.

APPROVALS

A handwritten signature in blue ink, reading "Terrell Culbertson", is written over a horizontal line.

Terrell Culbertson, Finance Director

A handwritten signature in black ink, reading "Susan B. Thomas", is written over a horizontal line.

Susan B. Thomas, Ph.D., Executive Director



BANK OF TEXAS
THE PRIVATE BANK

December 14, 2012

Ms. Karen Bray, AAA Director
Texoma Senior Citizens Foundation
Area Agency on Aging of Texoma
1117 Gallagher Drive, Suite 200
Sherman, TX 75090

Bank of Texas
P.O. Box 1088
307 W. Washington
Sherman, Texas 75091-1088

Re: Livengood Charitable Trust

Dear Ms. Bray:

As we have previously discussed, the Board of Trustees of the Byrd Fielder Livengood Charitable Trust is pleased to advise you that Area Agency on Aging has been selected to assist the Trust in providing Medical and Dental Care for elderly indigent persons in the Sherman, TX area. Enclosed are two original Payment Guidelines to be followed in this program as approved by the Board. Please execute one copy and return to me. Upon receipt we will forward \$100,000 for use thru May 31, 2013.

The Board is very hopeful this procedure will work to provide those in our community meeting the eligibility requirements of the Trust with their medical and dental needs. Please let me know if you have any questions or concerns.

Sincerely,

Melvin R. Camp, Jr.
Vice President & Fiduciary Officer

Enc.

**MEDICAL & DENTAL CARE OF ELDERLY INDIGENT PERSONS OF SHERMAN
PAYMENT GUIDELINES FOR INDIGENT ELDERLY
WITH FUNDS PROVIDED BY
THE BYRD FIELDER LIVENGOOD CHARITABLE TRUST**

Whereas, the Byrd Fielder Livengood Charitable Trust (hereinafter TRUST) desires to provide for payment of medical, pharmaceutical and dental expenses of indigent elderly persons from the Sherman, Texas area (hereinafter SERVICES) ; and

Whereas, The Texoma Senior Citizens Foundation -Area Agency of Aging (hereinafter TSCF) has the mechanism and facility to assist TRUST in the screening, review, payment of and accounting for SERVICES;

NOW THEREFORE, TRUST AND TSCF herein agree to the following guidelines to be followed in providing SERVICES:

- 1.) Maximum Funds Available for SERVICES: \$100,000 for the period June 1, 2012 to May 31, 2013.
- 2.) This commitment may be continued for subsequent years at the election of the Trust at amounts to be determined by the Trust.
- 3.) Use of Funds: Funds shall be used only for the payment of medical, pharmaceutical and dental services and shall be made payable directly to the providers.
- 4.) Maximum amount per elderly indigent person (hereinafter BENEFICIARY): \$1,400.
- 5.) In the event of exceptional cases, and only with proper documentation from the On Site Evaluation and a recommendation from the Physician or Dental provider, TSCF may exceed the per BENEFICIARY dollar limit.
- 6.) BENEFICIARIES shall be restricted to residents of the Sherman, Texas area.
- 7.) Each BENEFICIARY shall have an "on site" evaluation by the TSCF staff in accordance with the Care Management guidelines of TSCF.
- 8.) Quarterly reporting (within 15 days of each calendar quarter) of the following information will be provided by TSCF to TRUST:
 - a) Case #
 - b) Summary of On-Site Evaluations and recommendations of Case Manager
 - c) Negotiated Cost of Services
 - d) Services Provided
 - e) Name of Service Provider(s) and TIN
 - f) Detail of reasons for and recommendation of providers for any required expenses above \$1,400.00.

9.) No administrative or overhead costs of providing SERVICES shall be allocated or charged against the total dollars deposited by TRUST with TSCF.

Dated this 18th day of ~~November~~ Dec, 2012.



TSCF
The Texoma Senior Citizens Foundation
Area Agency of Aging

TRUST
Byrd Fielder Livengood
Charitable Trust
BOKF, NA, dba Bank of Texas, Trustee

BY: Daniel M. Schae
Director

BY: Julian Camp
Vice President



TO: TCOG Governing Board
THRU: Allison Minton, Client Services Department Director 
FROM: Rayleen Bingham, Section 8 Program Manager 
DATE: January 7, 2013
RE: Annual Section 8 Management Assessment Program (SEMAP) Certification

RECOMMENDATION

Authorize submission of the Annual Section 8 Management Assessment Program (SEMAP) certification to the Department of Housing and Urban Development (HUD) for Fiscal Year ending December 31, 2012.

BACKGROUND

The Section 8 HCV Program is designed to assist low income households pay rent based on their income and family composition. The participant should never pay more than 40% of their adjusted income for rent and utilities. Eligible families must meet Federal Income Guidelines. The annual income limit for a family of four is currently \$29,900 in Grayson County and \$28,400 in Fannin County. The Section 8 HCV Program currently administers several sub-programs and special purpose programs designed to meet special needs within the community including: The Family Self-Sufficiency (FSS) Program designed to assist households become self-sufficient, the Homeownership (HO) Program which allows participants to use their voucher assistance toward mortgage, the Mainstream Program designed to assist persons with disabilities and the Family Unification Program which coordinates with the Child Protective Services. The Section 8 HCV Program provides services to 500+ households within Grayson and Fannin Counties.

DISCUSSION

The SEMAP certification is an assessment designed by HUD to evaluate and score program performance. This annual assessment includes components such as utilization activity, rent calculation accuracy, and policy enforcement. The submission of the certification is due by February 28, 2013. HUD will notify TCOG of the scoring results in April 2013.

BUDGET

N/A

APPROVALS



Terrell Culbertson, Finance Director



Susan B. Thomas, Ph.D., Executive Director

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Rayleen
Bingham
(MA5116)

[PIC Main](#)

[SEMAP](#)

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Comments

Field Office: **6APH FORT WORTH HUB OFFICE**

Housing Agency: **TX542 Texoma**

PHA Fiscal Year End: **12/31/2012**

OMB Approval No. 2577-0215

SEMAP CERTIFICATION (Page 1)

Public reporting burden for this collection of information is estimated to average 12 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a currently valid OMB control number.

This collection of information is required by 24 CFR sec 985.101 which requires a Public Housing Agency (PHA) administering a Section 8 tenant-based assistance program to submit an annual SEMAP Certification within 60 days after the end of its fiscal year. The information from the PHA concerns the performance of the PHA and provides assurance that there is no evidence of seriously deficient performance. HUD uses the information and other data to assess PHA management capabilities and deficiencies, and to assign an overall performance rating to the PHA. Responses are mandatory and the information collected does not lend itself to confidentiality.

Check here if the PHA expends less than \$300,000 a year in federal awards ☐

Indicators 1 - 7 will not be rated if the PHA expends less than \$300,000 a year in Federal awards and its Section 8 programs are not audited for compliance with regulations by an independent auditor. A PHA that expends less than \$300,000 in Federal awards in a year must still complete the certification for these indicators.

Performance Indicators

1 Selection from Waiting List (24 CFR 982.54(d)(1) and 982.204(a))

a. The HA has written policies in its administrative plan for selecting applicants from the waiting list.

PHA Response ☒ Yes ☐ No

b. The PHA's quality control samples of applicants reaching the top of the waiting list and admissions show that at least 98% of the families in the samples were selected from the waiting list for admission in accordance with the PHA's policies and met the selection criteria that determined their places on the waiting list and their order of selection.

PHA Response ☒ Yes ☐ No

2 Reasonable Rent (24 CFR 982.4, 982.54(d)(15), 982.158(f)(7) and 982.507)

a. The PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units (i) at the time of initial leasing, (ii) before any increase in the rent to owner, and (iii) at the HAP contract anniversary if there is a 5 percent decrease in the published FMR in effect 60 days before the HAP contract anniversary. The PHA's method takes into consideration the location, size, type, quality, and age of the program unit and of similar

unassisted units and any amenities, housing services, maintenance or utilities provided by the owners.

PHA Response ☒ Yes ☐ No

b. The PHA's quality control sample of tenant files for which a determination of reasonable rent was required to show that the PHA followed its written method to determine reasonable rent and documented its determination that the rent to owner is reasonable as required for (check one):

PHA Response ☒ At least 98% of units sampled ☐ 80 to 97% of units sampled
☐ Less than 80% of units sampled

3 Determination of Adjusted Income (24 CFR part 5, subpart F and 24 CFR 982.516)

The PHA's quality control sample of tenant files show that at the time of admission and reexamination, the PHA properly obtained third party verification of adjusted income or documented why third party verification was not available; used the verified information in determining adjusted income; properly attributed allowances for expenses; and, where the family is responsible for utilities under the lease, the PHA used the appropriate utility allowances for the unit leased in determining the gross rent for (check one):

PHA Response ☒ At least 90% of files sampled ☐ 80 to 89% of files sampled
☐ Less than 80% of files sampled

4 Utility Allowance Schedule (24 CFR 982.517)

The PHA maintains an up-to-date utility schedule. The PHA reviewed utility rate data that it obtained within the last 12 months, and adjusted its utility allowance schedule if there has been a change of 10% or more in a utility rate since the last time the utility allowance schedule was revised.

PHA Response ☒ Yes ☐ No

5 HQS Quality Control (24 CFR 982.405(b))

The PHA supervisor (or other qualified person) reinspected a sample of units during the PHA fiscal year, which met the minimum sample size required by HUD (see 24 CFR 985.2), for quality control of HQS inspections. The PHA supervisor's reinspected sample was drawn from recently completed HQS inspections and represents a cross section of neighborhoods and the work of cross section of inspectors.

PHA Response ☒ Yes ☐ No

6 HQS Enforcement (24 CFR 982.404)

The PHA's quality control sample of case files with failed HQS inspections shows that, for all cases sampled, any cited life-threatening HQS deficiencies were corrected within 24 hours from the inspection and, all other cited HQS deficiencies were corrected within no more than 30 calendar days from the inspection or any PHA-approved extension, or, if HQS deficiencies were not corrected within the required time frame, the PHA stopped housing assistance payments beginning no later than the first of the month following the correction period, or took prompt and vigorous action to enforce the family obligations for (check one):

PHA Response ☒ At least 98% of cases sampled ☐ Less than 98% of cases sampled

7 Expanding Housing Opportunities.

(24 CFR 982.54(d)(5), 982.153(b)(3) and (b)(4), 982.301(a) and 983.301(b)(4) and (b)(12))

Applies only to PHAs with jurisdiction in metropolitan FMR areas

Check here if not applicable ☐

a. The PHA has a written policy to encourage participation by owners of units outside areas of poverty or minority concentration which clearly delineates areas in its jurisdiction that the PHA considers areas of poverty or minority concentration, and which includes actions the PHA will take to encourage owner participation.

PHA Response ☒ Yes ☐ No

b. The PHA has documentation that shows that it took actions indicated in its written policy to encourage participation by owners outside areas of poverty and minority concentration.

PHA Response ☒ Yes ☐ No

c. The PHA has prepared maps that show various areas, both within and neighboring its jurisdiction, with housing opportunities outside areas of poverty and minority concentration; the PHA has assembled information about job opportunities, schools and services in these areas; and the PHA uses the maps and related information when briefing voucher holders.

PHA Response ☒ Yes ☐ No

d. The PHA's information packet for certificate and voucher holders contains either a list of owners who are willing to lease, or properties available for lease, under the voucher program, or a list of other organizations that will help families find units and the list includes properties or organizations that operate outside areas of poverty or minority concentration.

PHA Response ☒ Yes ☐ No

e. The PHA's information packet includes an explanation of how portability works and includes a list of neighboring PHAs with the name, address and telephone number of a portability contact person at each.

PHA Response ☒ Yes ☐ No

f. The PHA has analyzed whether voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration and, where such difficulties were found, the PHA has considered whether it is appropriate to seek approval of exception payment standard amounts in any part of its jurisdiction and has sought HUD approval when necessary.

PHA Response ☒ Yes ☐ No

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Rayleen
Bingham
(MA5116)

PIC Main

SEMAP

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Assessment Profile Reports Submission

List Summary **Certification** Profile Comments

Field Office: **6APH FORT WORTH HUB OFFICE**

Housing Agency: **TX542 Texoma**

PHA Fiscal Year End: **12/31/2012**

SEMAP CERTIFICATION (Page 2)

Performance Indicators

8 Payment Standards(24 CFR 982.503)

The PHA has adopted current payment standards for the voucher program by unit size for each FMR area in the PHA jurisdiction and, if applicable, for each PHA-designated part of an FMR area, which do not exceed 110 percent of the current applicable FMR and which are not less than 90 percent of the current FMR (unless a lower percent is approved by HUD). (24 CFR 982.503)

PHA Response ☒ Yes ☐ No

FMR Area Name

FMR 1 of 2



Enter current FMRs and payment standards (PS)

0-BR FMR	<input type="text" value="499"/>	1-BR FMR	<input type="text" value="626"/>	2-BR FMR	<input type="text" value="809"/>	3-BR FMR	<input type="text" value="1089"/>	4-BR FMR	<input type="text" value="1386"/>
PS	<input type="text" value="499"/>	PS	<input type="text" value="607"/>	PS	<input type="text" value="728"/>	PS	<input type="text" value="980"/>	PS	<input type="text" value="1247"/>

If the PHA has jurisdiction in more than one FMR area, and/or if the PHA has established separate payment standards for a PHA-designated part of an FMR area, add similar FMR and payment standard comparisons for each FMR area and designated area.

9 Timely Annual Reexaminations(24 CFR 5.617)

The PHA completes a reexamination for each participating family at least every 12 months.(24 CFR 5.617)

PHA Response ☒ Yes ☐ No

10 Correct Tenant Rent Calculations(24 CFR 982, Subpart K)

The PHA correctly calculates tenant rent in the rental certificate program and the family rent to owner in the rental voucher program (24 CFR 982,Subpart K)

PHA Response ☒ Yes ☐ No

11 Pre-Contract HQS Inspections(24 CFR 982.305)

Each newly leased unit passes HQS inspection before the beginning date of the assisted lease and HAP contract.(24 CFR 982.305)

PHA Response ☒ Yes ☐ No

12 Annual HQS Inspections(24 CFR 982.405(a))

The PHA inspects each unit under contract at least annually (24 CFR 982.405(a))

PHA Response ☒ Yes ☐ No

13 Lease-Up

The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year. The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year

PHA Response ☒ Yes ☐ No

14 Family Self-Sufficiency (24 CFR 984.105 and 984.305)

14a.Family Self-Sufficiency Enrollment. The PHA has enrolled families in FSS as required.

Applies only to PHAs required to administer an FSS program.

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Rayleen
Bingham
(MA5116)

PIC Main

SEMAP

Logoff

Assessment Profile Reports Submission

List Summary **Certification** Profile Comments

Field Office: **6APH FORT WORTH HUB OFFICE**

Housing Agency: **TX542 Texoma**

PHA Fiscal Year End: **12/31/2012**

SEMAP CERTIFICATION (Page 2)

Performance Indicators

8 Payment Standards(24 CFR 982.503)

The PHA has adopted current payment standards for the voucher program by unit size for each FMR area in the PHA jurisdiction and, if applicable, for each PHA-designated part of an FMR area, which do not exceed 110 percent of the current applicable FMR and which are not less than 90 percent of the current FMR (unless a lower percent is approved by HUD). (24 CFR 982.503)

PHA Response ☒ Yes ☐ No

FMR Area Name

FMR 2 of 2



Enter current FMRs and payment standards (PS)

0-BR FMR	<input type="text" value="400"/>	1-BR FMR	<input type="text" value="497"/>	2-BR FMR	<input type="text" value="673"/>	3-BR FMR	<input type="text" value="925"/>	4-BR FMR	<input type="text" value="1090"/>
PS	<input type="text" value="400"/>	PS	<input type="text" value="527"/>	PS	<input type="text" value="626"/>	PS	<input type="text" value="833"/>	PS	<input type="text" value="981"/>

If the PHA has jurisdiction in more than one FMR area, and/or if the PHA has established separate payment standards for a PHA-designated part of an FMR area, add similar FMR and payment standard comparisons for each FMR area and designated area.

9 Timely Annual Reexaminations(24 CFR 5.617)

The PHA completes a reexamination for each participating family at least every 12 months.(24 CFR 5.617)

PHA Response ☒ Yes ☐ No

10 Correct Tenant Rent Calculations(24 CFR 982, Subpart K)

The PHA correctly calculates tenant rent in the rental certificate program and the family rent to owner in the rental voucher program (24 CFR 982,Subpart K)

PHA Response ☒ Yes ☐ No

11 Pre-Contract HQS Inspections(24 CFR 982.305)

Each newly leased unit passes HQS inspection before the beginning date of the assisted lease and HAP contract.(24 CFR 982.305)

PHA Response ☒ Yes ☐ No

12 Annual HQS Inspections(24 CFR 982.405(a))

The PHA inspects each unit under contract at least annually (24 CFR 982.405(a))

PHA Response ☒ Yes ☐ No

13 Lease-Up

The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year. The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year

PHA Response ☒ Yes ☐ No

14 Family Self-Sufficiency (24 CFR 984.105 and 984.305)

14a.Family Self-Sufficiency Enrollment. The PHA has enrolled families in FSS as required.

Applies only to PHAs required to administer an FSS program.

Check here if not applicable ☐

a. Number of mandatory FSS slots (Count units funded under the FY 1992 FSS incentive awards and in FY 1993 and later through 10/20/1998. Exclude units funded in connection with Section 8 and Section 23 project-based contract terminations; public housing demolition, disposition and replacement; HUD multifamily property sales; prepaid or terminated mortgages under section 236 or section 221(d)(3); and Section 8 renewal funding. Subtract the number of families that successfully completed their contracts on or after 10/21/1998.)

Or, Number of mandatory FSS slots under HUD-approved exception (If not applicable, leave blank)

b. Number of FSS families currently enrolled

c. Portability: If you are the initial PHA, enter the number of families currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

Percent of FSS slots filled (b+c divided by a) (This is a nonenterable field. The system will calculate the percent when the user saves the page)

14b. Percent of FSS Participants with Escrow Account Balances. The PHA has made progress in supporting family self-sufficiency as measured by the percent of currently enrolled FSS families with escrow account balances. (24 CFR 984.305)

Applies only to PHAs required to administer an FSS program

Check here if not applicable ☐

PHA

Response

☒ Yes ☐ No

Portability: If you are the initial PHA, enter the number of families with FSS escrow accounts currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

15 Deconcentration Bonus

The PHA is submitting with this certification data which show that :

(1) Half or more of all Section 8 families with children assisted by the PHA in its principal operating area resided in low poverty census tracts at the end of the last PHA FY;

(2) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area during the last PHA FY is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the last PHA FY; or

(3) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area over the last two PHA FY is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the second to last PHA FY.

PHA Response ☐ Yes ☒ No

[Deconcentration Addendum](#)

[Go to Comments](#)

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TO: TCOG Governing Board
FROM: Susan B. Thomas, PhD, Executive Director *SBT*
DATE: January 4, 2013
RE: TCOG Administrative Contract Amendment

RECOMMENDATION

Approve the Contract Amendment between TCOG and the Texoma Housing Partners (THP) to provide for an annual Management Fee.

BACKGROUND

On April 27, 2000, the Texoma Housing Partners Consortium entered into a Contract for Professional Services with the Texoma Council of Governments. As the management agent for THP, TCOG has consistently delivered professional services which have produced a sound financial position, properly maintained public housing properties and assurance of full compliance with all HUD requirements and regulations. Texoma Housing Partners (THP) was the nation's first consortium and has been nationally recognized as a HUD Best Practice recipient.

DISCUSSION

Section XXVI of the Administrative Contract states, "A reasonable management fee will be determined at a later date." Each year, HUD publishes an approved Management Fee Schedule based on a per unit monthly (PUM) calculation. The 2012 published rate is \$50.29 PUM. TCOG is proposing to assess 10% of the annual HUD Management Fee, or \$5.00 PUM. The terms of the assessment are defined in the attached amendment to the contract but please note three key points: 1) the assessment will occur at the end of THP's fiscal year; 2) no fee will be assessed that will push THP operating budget into a deficit situation; and 3) the % of HUD management fee assessed will be reviewed by the THP Board of Directors each year during the budget process.

BUDGET

The Management Fee will be recorded as local funds revenue; anticipated 2013 fee, if assessed, will be approximately \$29,000.

**Amendment to Contract for Professional Services
Amendment Number 1**

The Contract for Professional Services between Texoma Housing Partners (THP) and Texoma Council of Governments (TCOG) is amended as follows:

Section XXVI Management Fee


~~A reasonable management fee will be determined at a later date.~~

- A. TCOG will assess a management fee at the end of each THP fiscal year. The amount assessed will be a reasonable percentage of the annual HUD approved Management Fee schedule and will be subject to review and approval annually by the THP Board of Directors.
- B. TCOG will not assess a management fee that would result in a deficit in the annual THP operating budget.
- C. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

By: _____
Printed Name: Betty Childress
Title: THP Chairperson
Date: December 18, 2012

By: _____
Printed Name: Susan B. Thomas PhD
Title: TCOG Executive Director
Date: December 18, 2012



TO: TCOG Governing Board
FROM: Terrell Culbertson, Finance Director 
DATE: January 9, 2013
RE: TCOG FYE 2013 Budget Status Update

RECOMMENDATION

Accept recommendation to increase employee benefit allocation rate to 57% effective January 1, 2013.

BACKGROUND

Each month the Governing Body is presented with a status update of the current fiscal year budgets for the indirect cost allocation pool, the employee benefit pool, and the central service IT pool and afforded the opportunity to make desired changes to the employee benefit rate, the general and administrative indirect cost allocation rate, the on-site indirect cost allocation rate, or the central service IT rate as conditions warrant.

DISCUSSION

The following documents are attached: updated Statement of Proposed Indirect Cost for FYE 4/30/2013 Status Report depicting fiscal year budget with fiscal year to date expense and budget balance, updated Statement of Employee Benefit Programs for FYE 4/30/2013 Status Report depicting fiscal year budget with fiscal year to date expense and budget balance, updated Statement of Central Service IT Costs for FYE 4/30/2013 Status Report depicting fiscal year budget with fiscal year to date expense and budget balance, Status Report of YTD utility expense, and Status Report of current year membership dues collected fiscal year to date.

BUDGET

Fiscal year- to-date expenses are in line with year to date budget for Indirect Cost Pool and Central Service IT costs. Fiscal year-to-date expenses for the Employee Benefit pool are above the budget projection and the year-to-date allocation amount is below the budget projection. Staff has performed a line item cost/reimbursement projection for the remainder of the fiscal year and based on YTD and projected costs requests that the Employee Benefit Allocation rate be increased from 53.9% to 57.0% effective January 1, 2013.

APPROVALS



Susan B. Thomas, Ph.D., Executive Director

TEXOMA COUNCIL OF GOVERNMENTS
Statement of Revenues and Expenditures
From 12/1/2012 Through 12/31/2012

10 - FINANCE AND ADMINISTRATION
105 - INDIRECT COST POOL 5/1/12 TO
4/30/13

		December 2012 Current Month		
	Budget	Actual	Year-to-Date	Budget Balance
EXPENSES				
INDIRECT SALARIES	237,304.00	19,654.84	167,505.42	69,798.58
EMPLOYEE BENEFITS	127,907.00	10,593.96	90,234.19	37,672.81
ADVERTISING	1,000.00	0.00	0.00	1,000.00
AUDIT SERVICES	42,925.00	0.00	43,925.00	(1,000.00)
DATA PROCESSING SERVICES	4,996.00	5,200.34	6,000.34	(1,004.34)
CONTRACTED SERVICES	11,808.00	960.00	8,146.10	3,661.90
DEPRECIATION EXPENSE	119,968.00	9,997.33	79,978.64	39,989.36
INSURANCE & BONDING GENERAL	6,153.00	0.00	5,383.70	769.30
LEGAL SERVICES	1,400.00	542.50	4,771.00	(3,371.00)
POSTAGE	3,550.00	578.75	5,267.52	(1,717.52)
PRINTING	2,965.00	0.00	1,873.57	1,091.43
MORTGAGE INTEREST	48,026.00	3,732.45	33,712.47	14,313.53
REPAIR & MAINTENANCE BUILDING	39,074.00	1,252.57	23,706.75	15,367.25
COPY CENTER EXPENSE	4,500.00	0.00	2,514.67	1,985.33
SANITATION SERVICES	1,230.00	116.12	696.33	533.67
SUPPLIES OFFICE	6,000.00	7.99	1,725.61	4,274.39
TELEPHONE SERVICE	13,800.00	1,438.84	11,469.48	2,330.52
TRAVEL INDIRECT STAFF	17,400.00	952.63	7,418.27	9,981.73
UTILITIES	96,196.00	7,483.76	57,040.05	39,155.95
TOTAL EXPENSES	<u>786,202.00</u>	<u>62,512.08</u>	551,369.11	<u>234,832.89</u>
YTD BUDGET			524,134.67	
REIMBURSEMENT				
OTHER INDIRECT POOL REIMBURSEMENT	(5,160.00)	0.00	(3,600.00)	(1,560.00)
INDIRECT COST ALLOCATION	(672,090.00)	(49,789.86)	(443,194.79)	(228,895.21)
TOTAL REIMBURSEMENT	<u>(677,250.00)</u>	<u>(49,789.86)</u>	(446,794.79)	<u>(230,455.21)</u>
YTD BUDGET			(451,500.00)	
NET INCOME/LOSS	<u>(108,952.00)</u>	<u>(12,722.22)</u>	<u>(104,574.32)</u>	<u>4,377.68</u>

TEXOMA COUNCIL OF GOVERNMENTS
Statement of Revenues and Expenditures
From 12/1/2012 Through 12/31/2012

10 - FINANCE AND ADMINISTRATION
106 - EMPLOYEE BENEFITS 5/1/12 TO
4/30/13

		December 2012 Current Month		
	Budget	Actual	Year-to-Date	Budget Balance
PAID LEAVE				
SICK LEAVE	62,543.00	7,712.50	58,671.65	3,871.35
ANNUAL LEAVE	127,794.00	19,038.53	99,439.57	28,354.43
HOLIDAYS	105,842.00	21,532.85	76,189.49	29,652.51
FUNERAL LEAVE	4,000.00	175.50	1,123.03	2,876.97
ADMIN LEAVE	5,003.00	371.11	1,628.17	3,374.83
CRISIS LEAVE	<u>0.00</u>	<u>0.00</u>	<u>585.46</u>	<u>(585.46)</u>
TOTAL PAID LEAVE	<u>305,182.00</u>	<u>48,830.49</u>	<u>237,637.37</u>	<u>67,544.63</u>
OTHER BENEFIT EXPENSES				
PAYROLL TAXES	191,381.00	15,350.29	121,287.14	70,093.86
RETIREMENT	117,850.00	12,415.83	84,272.71	33,577.29
WORKERS COMP INSURANCE	8,500.00	0.00	6,896.44	1,603.56
UNEMPLOYMENT INSURANCE	6,200.00	0.00	3,005.18	3,194.82
GROUP MEDICAL INSURANCE	346,608.00	26,572.02	210,975.17	135,632.83
GROUP LIFE INSURANCE	5,832.00	444.14	3,527.98	2,304.02
GROUP DENTAL INSURANCE	20,523.00	1,506.26	11,964.82	8,558.18
GROUP VISION INSURANCE	6,264.00	477.00	3,789.00	2,475.00
EMPLOYEE ASSISTANCE PROGRAM	1,860.00	0.00	1,488.00	372.00
AIR AMBULANCE MEMBERSHIP	<u>2,480.00</u>	<u>66.68</u>	<u>2,693.35</u>	<u>(213.35)</u>
TOTAL OTHER BENEFIT EXPENSES	<u>707,498.00</u>	<u>56,832.22</u>	<u>449,899.79</u>	<u>257,598.21</u>
TOTAL EXPENSE	<u>1,012,680.00</u>	<u>105,662.71</u>	<u>687,537.16</u>	<u>325,142.84</u>
YTD BUDGET			<u>675,120.00</u>	
REIMBURSEMENT				
EMPLOYEE BENEFITS ALLOCATION	<u>(1,184,372.00)</u>	<u>(85,676.82)</u>	<u>(749,458.31)</u>	<u>(434,913.69)</u>
TOTAL REIMBURSEMENT	<u>(1,184,372.00)</u>	<u>(85,676.82)</u>	<u>(749,458.31)</u>	<u>(434,913.69)</u>
YTD BUDGET			<u>(789,581.00)</u>	
NET INCOME/LOSS	<u>171,692.00</u>	<u>(19,985.89)</u>	<u>61,921.15</u>	<u>(109,770.85)</u>

TEXOMA COUNCIL OF GOVERNMENTS
Statement of Revenues and Expenditures
From 12/1/2012 Through 12/31/2012

10 - FINANCE AND ADMINISTRATION
107 - CENTRAL SERVICE IT 5/1/12 to 4/30/13

	December 2012 Current Month			
	Budget	Actual	Year-to-Date	Budget Balance
EXPENSES				
CONTRACTED SERVICES	184,424.00	14,633.75	111,372.42	73,051.58
SUPPLIES OFFICE	4,980.00	0.00	827.60	4,152.40
TELEPHONE SERVICE	<u>4,500.00</u>	<u>1,296.86</u>	<u>8,050.00</u>	<u>(3,550.00)</u>
TOTAL EXPENSES	<u>193,904.00</u>	<u>15,930.61</u>	<u>120,250.02</u>	<u>73,653.98</u>
YTD BUDGET			129,269.00	
REIMBURSEMENT				
INDIRECT COST ALLOCATION	<u>(193,904.00)</u>	<u>(14,406.55)</u>	<u>(126,488.85)</u>	<u>(67,415.15)</u>
TOTAL REIMBURSEMENT	<u>(193,904.00)</u>	<u>(14,406.55)</u>	<u>(126,488.85)</u>	<u>(67,415.15)</u>
YTD BUDGET			(129,269.00)	
NET INCOME/LOSS	<u>0.00</u>	<u>(1,524.06)</u>	<u>6,238.83</u>	<u>6,238.83</u>

TEXOMA COUNCIL OF GOVERNMENTS
TOTAL UTILITY EXPENSE SUMMARY
FYE 4/30/2013

	<u>Electric</u>	<u>Gas</u>	<u>Water & Sewer</u>	<u>Recycle</u>	<u>Sanitation</u>	<u>Total</u>	<u>Cumulative</u>
May 2012	6833.14	1132.55	279.66	16.60	125.00	8386.95	8386.95
June 2012	8259.88	1553.31	346.49	16.60	125.00	10301.28	18688.23
July 2012	8012.95	1254.24	296.20	16.60	125.00	9704.99	28393.22
Aug 2012	8525.60	1876.57	322.01	16.60	125.00	10865.78	39259.00
Sept 2012	7398.36	1602.37	267.07	16.60	125.00	9409.40	48668.40
Oct 2012	6814.14	2683.41	290.42	16.60	125.00	9929.57	58597.97
Nov 2012	6702.85	2636.02	333.03	16.60	125.00	9813.50	68411.47
Dec 2012		2090.64	286.70	16.60	125.00	2518.94	70930.41
Jan 2013						0.00	70930.41
Feb 2013						0.00	70930.41
Mar 2013						0.00	70930.41
April 2013						<u>0.00</u>	70930.41
Total	52546.92	14829.11	2421.58	132.80	1000.00	70930.41	0.00
Budget	85108.00	27000.00	5000.00	204.00	1500.00	118812.00	
Budget Bal	32561.08	12170.89	2578.42	71.20	500.00	47881.59	
YTD Average	7506.70	1853.64	302.70	16.60	125.00	9679.64	
Estimate Bal of Yr	37533.50	7414.56	1210.80	66.40	500.00	46225.26	
Total	90080.42	22243.67	3632.38	199.20	1500.00	117155.67	
Budget Bal	-4972.42	4756.33	1367.62	4.80	0.00	1656.33	

TEXOMA COUNCIL OF GOVERNMENTS LOCAL DUES 2012-2013

Member Entity	Approved FYE2013 Dues 0.1964	Amount Paid	Balance Due	Check #	Deposit Date
Cooke County, balance	\$3,748.00	\$3,748.00	\$0.00	94662	5/31/2012
Fannin County, balance	\$2,992.00	\$2,992.00	\$0.00	101932	5/18/2012
Grayson County, balance	\$6,453.00	\$6,453.00	\$0.00	164659	5/18/2012
City of Bailey	\$100.00		\$100.00		
City of Bells	\$262.00	\$262.00	\$0.00	880	6/19/2012
City of Bonham	\$2,089.00	\$2,089.00	\$0.00	24291	9/10/2012
City of Callisburg	\$100.00	\$100.00	\$0.00	1875	5/11/2012
City of Collinsville	\$320.00		\$320.00		
City of Denison	\$4,840.00	\$4,840.00	\$0.00	97182	5/11/2012
City of Dodd City	\$100.00	\$100.00	\$0.00	350	11/21/2012
City of Ector	\$135.00	\$135.00	\$0.00	6452	6/19/2012
City of Gainesville	\$3,310.00	\$3,310.00	\$0.00	134734	6/6/2012
City of Gunter	\$352.00	\$352.00	\$0.00	20442	9/6/2012
City of Honey Grove	\$366.00	\$366.00	\$0.00	110473	5/18/2012
City of Howe	\$582.00	\$582.00	\$0.00	33400	6/6/2012
City of Knollwood	\$100.00	\$100.00	\$0.00	11605	5/18/2012
City of Ladonia	\$140.00	\$140.00	\$0.00	5027	6/6/2012
City of Leonard	\$394.00	\$394.00	\$0.00	12484	5/25/2012
Town of Lindsay	\$200.00	\$200.00	\$0.00	12695	5/11/2012
City of Muenster	\$334.00	\$334.00	\$0.00	63834	5/25/2012
Town of Oak Ridge	\$100.00	\$100.00	\$0.00	3238	5/25/2012
City of Pottsboro	\$452.00	\$452.00	\$0.00	25563	5/15/2012
Town of Ravenna	\$100.00	\$100.00	\$0.00	1101	
City of Sadler	\$100.00	\$100.00	\$0.00	7125	7/11/2012
City of Savoy	\$171.00	\$171.00	\$0.00	8227	5/18/2012
City of Sherman	\$7,738.00	\$7,738.00	\$0.00	435470	5/25/2012
City of Southmayd	\$215.00	\$215.00	\$0.00	100969	5/11/2012
City of Tioga	\$190.00	\$190.00	\$0.00	24672	5/18/2012
City of Tom Bean	\$203.00	\$203.00	\$0.00	15748	5/12/2012
City of Trenton	\$223.00		\$223.00		
City of Valley View	\$175.00	\$175.00	\$0.00	6236	6/6/2012
City of Van Alstyne	\$555.00	\$555.00	\$0.00	22328	5/11/2012
City of Whitesboro	\$826.00	\$826.00	\$0.00	68876	5/25/2012
City of Whitewright	\$333.00	\$333.00	\$0.00	31804	
Town of Windom	\$100.00	\$100.00	\$0.00	3838	6/6/2012
Subtotal Municipalities	\$38,398.00	\$37,755.00	\$643.00		

TEXOMA COUNCIL OF GOVERNMENTS LOCAL DUES 2012-2013

Approved
FYE2013 Dues

Independent School Districts

Bells ISD	\$150.00	\$150.00	\$0.00	23902	5/18/2012
Bonham ISD	\$378.00	\$378.00	\$0.00	64118	7/26/2012
* Callisburg ISD	\$214.00		\$214.00		
* Collinsville ISD	\$112.00	\$112.00	\$0.00	9573	5/11/2012
Denison ISD	\$880.00	\$880.00	\$0.00	65121	6/26/2012
Dodd City ISD	\$100.00	\$100.00	\$0.00	13055	9/14/2012
Ector ISD	\$100.00	\$100.00	\$0.00	20369	5/15/2012
Era ISD	\$100.00	\$100.00	\$0.00	41295	9/14/2012
Fannindell ISD	\$100.00	\$100.00	\$0.00	6249	9/28/2012
* Gainesville ISD	\$588.00	\$588.00	\$0.00	68184	6/6/2012
Grayson County College	\$746.00	\$746.00	\$0.00	225899	5/25/2012
Gunter ISD	\$168.00		\$168.00		
Honey Grove ISD	\$118.00	\$118.00	\$0.00	24100	5/11/2012
* Howe ISD	\$195.00		\$195.00		
Leonard ISD	\$175.00	\$175.00	\$0.00	38623	5/15/2012
* Lindsay ISD	\$100.00		\$100.00		
MuensterISD	\$100.00	\$100.00	\$0.00	23367	11/15/2012
Muenster Sacred Heart	\$100.00		\$100.00		
No Central Tx College	\$451.00	\$451.00	\$0.00	625104	11/29/2012
Pottsboro ISD	\$252.00	\$252.00	\$0.00	49625	9/14/2012
* Sam Rayburn ISD	\$100.00	\$100.00	\$0.00	347085	11/9/2012
Savoy ISD	\$100.00		\$100.00		
Sherman ISD	\$1,333.00	\$1,333.00	\$0.00	254640	9/12/2012
* Sivells Bend ISD	\$100.00		\$100.00		
* Tioga ISD	\$100.00		\$100.00		
Tom Bean ISD	\$154.00	\$154.00	\$0.00	62678	5/31/2012
* Valley View ISD	\$126.00		\$126.00		
Van Alstyne ISD	\$266.00	\$266.00	\$0.00	47752	11/21/2012
* Walnut Bend ISD	\$100.00		\$100.00		
Whitesboro ISD	\$293.00		\$293.00		
* Whitewright ISD	\$157.00		\$157.00		
Bonham Chamber of Comme	\$175.00		\$175.00		
Denison Chamber of Comme	\$100.00	\$100.00	\$0.00	15271	5/25/2012
Associate Memberships Texc	\$2,970.00	\$2,970.00	\$0.00	33747	5/18/2012

Subtotal ISD, Assoc

\$11,201.00 \$9,273.00 \$1,928.00

\$49,599.00 \$47,028.00 \$2,571.00

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Percentage of Dues Collected

95.00%

*Did not pay prior year