

**HOUSING AUTHORITY OF TRAVIS COUNTY
BOARD OF COMMISSIONERS
REGULAR MEETING
502 East Highland Mall Blvd., Suite 106-B
Austin, Texas 78752
October 3, 2017
10:00 a.m.**

AGENDA

The Board of Commissioners of the Housing Authority of Travis County, Texas (HATC) will consider and possibly act on the following:

1. CALL TO ORDER, ROLL CALL

{John Hernandez, Chairman}

2. CERTIFICATION OF QUORUM

{Patrick Howard, CEO/Executive Director}

3. CITIZEN COMMUNICATION

Anyone desiring to discuss or comment on items directly related to the HATC is always welcome; sign-in must be completed prior to the opening of the meeting. Please limit all presentations to 3 minutes or less. If the item is deemed related to an agenda item at the current meeting, the presiding officer will inform the citizen that pending action(s) remain.

4. CONSENT AGENDA

- 4A. Approval of the Minutes from the August 3, 2017 Regular Meeting
- 4B. Approval of the Minutes from the August 9, 2017 Special Meeting

5. REPORTS

5A. Voucher Programs / Homeless Initiatives {Christina Montes, Director of Voucher Programs}

- 5A.1 Housing Choice Voucher (HCV)
 - i. Conventional
 - ii. Cambridge Villas Project-Based Vouchers (PBV)
 - iii. Homeownership Program
- 5A.2 Homeless Initiatives
 - i. Continuum of Care Program
 - ii. Front Steps Partnership
 - iii. ECHO HCV Set-Aside
 - iv. Criminal Justice PBV for Homeless
 - v. HUD-VASH
- 5A.3 Other Special Populations
 - i. (Non-Elderly Disabled (NED))

5B. Affordable Housing Programs {Barry Hall, Director of Affordable Housing Programs}

- 5B.1 Project Based Rental Assistance (PBRA) Units
 - i. Alexander Oaks Apartments
 - ii. Summit Oaks Apartments
 - iii. Eastern Oaks Apartments
- 5B.2 Affordable Housing (non-Subsidized) Units
 - i. Carson Creek Homes (Family)
 - ii. Manor Town Apartments (Senior)
- 5B.3 i. Rehabilitation Progress of Alexander Oaks

5C. Finance/Administration {Jenilee Ramirez, Director of Finance and Administration}

5D. CEO/Executive Director {Patrick Howard, CEO/Executive Director}

5E. Governance, Finance and Administration Committee

5F. Real Estate Development Committee

6. REGULAR AGENDA

6A. Discussion of performance contract and associated compensation issues for Executive Director (HATC)/Executive Vice President (SHFC) and Director of Real Estate Development (SHFC)

6B. Discussion and consideration regarding Board of Commissioners issues and concerns

EXECUTIVE SESSION

- According to the Texas Government Code Annotated 551.071, Consulting with Attorney
- According to the Texas Government Code Annotated 551.072, Real Property
- According to the Texas Government Code Annotated 551.074, Personnel Matters
- According to the Texas Government Code Annotated 551.076, Security
- According to the Texas Government Code Annotated 551.087, Economic Development Negotiations

The Board of Commissioners may consider any matter posted on the agenda in Executive Session if there are issues that require consideration in Executive Session and the Board of Commissioners announce that the item will be considered during the Executive Session.

Reconvene from Executive Session and take any action deemed necessary as a result of the Executive Session Discussions

ADJOURNMENT

NOTE: The Strategic Housing Finance Corporation Board of Directors Regular Meeting will convene following the adjournment of the Housing Authority of Travis County Board of Commissioners Regular meeting.

MISSION STATEMENT

*Preserving and developing affordable housing and vibrant communities
to enhance the quality of life for all.*

**HOUSING AUTHORITY OF TRAVIS COUNTY
BOARD OF COMMISSIONERS
REGULAR MEETING
502 East Highland Mall Blvd., Suite 106-B
Austin, Texas 78752
August 3, 2017
10:00 a.m.**

MINUTES

The Housing Authority of Travis County, Texas, held a Regular meeting at 502 East Highland Mall Blvd., 106-B Austin, Texas 78752 on the above date. A quorum was established, and Chairman John Hernandez called the meeting to order at 10:00 a.m.

1. CALL TO ORDER, ROLL CALL

Roll Call of Commissioners: Chairman John Hernandez, Vice Chairperson Ann Denton, Commissioner Eddie Karam (Arrived at 10:11), Commissioner Robbye Meyer. Absent: Commissioner Wilmer Roberts. Staff in Attendance: CEO/Executive Director Patrick Howard, Director of Real Estate Development Robert Onion, Executive Assistant Debbie Honeycutt, Director of Finance and Administration Jenilee Ramirez, Director of Voucher Programs and Homeless Initiatives Christina Montes, Director of Affordable Housing Barry Hall.

2. CERTIFICATION OF QUORUM

CEO/Executive Director Patrick Howard certified the quorum.

3. CITIZEN COMMUNICATION

Anyone desiring to discuss or comment on items directly related to the HATC is always welcome; sign-in must be completed prior to the opening of the meeting. Please limit all presentations to 3 minutes or less. If the item is deemed related to an agenda item at the current meeting, the presiding officer will inform the citizen that pending action(s) remain.

There were none at that time.

4. CONSENT AGENDA

- 4A. Approval of the Minutes from June 12, 2017 Real Estate Committee Meeting
- 4B. Approval of the Minutes from the June 26, 2017 Special Meeting
- 4C. Approval of the Minutes from the June 30, 2017 Regular Meeting
- 4D. Approval of the Minutes from the July 24, 2017 Special Meeting

Commissioner Ann Denton made a **motion** to approve Items 4A – 4D. Commissioner Robbye Meyer seconded the motion, which **passed** unanimously.

5. REPORTS

5A. Voucher Programs / Homeless Initiatives {Christina Montes}

- 5A.1 Housing Choice Voucher (HCV)
 - i. Conventional
 - ii. Cambridge Villas Project-Based Vouchers (PBV)
 - iii. Homeownership Program

Director of Voucher Programs and Homeless Initiatives Christina Montes presented item 5A.1

- 5A.2 Homeless Initiatives
 - i. Continuum of Care Program
 - ii. Front Steps Partnership
 - iii. ECHO HCV Set-Aside
 - iv. Criminal Justice PBV for Homeless
 - v. HUD-VASH

Ms. Montes presented item 5A.2

- 5A.3 Other Special Populations
i. (Non-Elderly Disabled (NED))

Ms. Montes presented item 5A.3

5B. Affordable Housing Programs {Barry Hall}

- 5B.1 Project Based Rental Assistance (PBRA) Units
i. Alexander Oaks Apartments
ii. Summit Oaks Apartments
iii. Eastern Oaks Apartments

Director of Affordable Housing Barry Hall presented item 5B.

- 5B.2 Affordable Housing (non-Subsidized) Units
i. Carson Creek Homes (Family)
ii. Manor Town Apartments (Senior)

Mr. Hall presented item 5B.2

5C. Finance/Administration {Jenilee Ramirez}

Director of Finance and Administration Jenilee Ramirez presented item 5C.

5D. CEO/Executive Director {Patrick Howard}

CEO/Executive Director Patrick Howard presented item 5D.

5E. Governance, Finance and Administration Committee

Vice Chairperson Ann Denton presented item 5E.

5F. Real Estate Development Committee

There were none at that time.

6. REGULAR AGENDA

6A. Presentation, discussion and possible action of Resolution No. HATC-2017-19: To Approve HATC Annual Leave Buy-Back Program.

Vice Chairperson Denton made a **motion** to approve Resolution No. HATC-2017-19. Ms. Meyer seconded the motion, which **passed** unanimously.

6B. Discussion of needed changes/updates and development of "Action Plan" for HATC Strategic Plan

Discussion only

6C. Discussion and consideration regarding Board of Commissioners issues and concerns

The Board members suggested scheduling the September Board meeting for Wednesday, September 6, 2017.

EXECUTIVE SESSION

- According to the Texas Government Code Annotated 551.071, Consulting with Attorney
- According to the Texas Government Code Annotated 551.072, Real Property
- According to the Texas Government Code Annotated 551.074, Personnel Matters
- According to the Texas Government Code Annotated 551.076, Security

- According to the Texas Government Code Annotated 551.087, Economic Development Negotiations

There were none at that time.

The Board of Commissioners may consider any matter posted on the agenda in Executive Session if there are issues that require consideration in Executive Session and the Board of Commissioners announce that the item will be considered during the Executive Session.

Reconvene from Executive Session and take any action deemed necessary as a result of the Executive Session Discussions

N/A

ADJOURNMENT

Chairman John Hernandez made a **motion** to adjourn the Board meeting. Commissioner Eddie Karam seconded the motion, which **passed** unanimously.

The Board meeting was adjourned at 10:40 a.m.

Respectfully submitted,

Patrick Howard, CEO/Executive Director

NOTE: The Strategic Housing Finance Corporation Board of Directors Regular Meeting will convene following the adjournment of the Housing Authority of Travis County Board of Commissioners Regular meeting.

MISSION STATEMENT

*Preserving and developing affordable housing and vibrant communities
to enhance the quality of life for all.*

- A copy of these minutes can be found on the web site (www.hatctx.com)
- An audio recording is available upon request, 512-854-8245.

**HOUSING AUTHORITY OF TRAVIS COUNTY
BOARD OF COMMISSIONERS
SPECIAL MEETING
502 East Highland Mall Blvd., Suite 106-B
Austin, Texas 78752
August 9, 2017
9:00 a.m.**

MINUTES

The Housing Authority of Travis County, Texas, held a Special meeting at 502 East Highland Mall Blvd., 106-B Austin, Texas 78752 on the above date. A quorum was established, and Chairman John Hernandez called the meeting to order at 9:00 a.m.

1. CALL TO ORDER, ROLL CALL

Roll Call of Commissioners: Chairman John Hernandez, Vice Chairperson Ann Denton, Commissioner Eddie Karam, Commissioner Wilmer Roberts. Absent: Commissioner Robbye Meyer. Staff in Attendance: CEO/Executive Director Patrick Howard, Director of Real Estate Development Robert Onion, Executive Assistant Debbie Honeycutt.

2. CERTIFICATION OF QUORUM

CEO/Executive Director Patrick Howard certified the quorum.

3. CITIZEN COMMUNICATION

Anyone desiring to discuss or comment on items directly related to the HATC is always welcome; sign-in must be completed prior to the opening of the meeting. Please limit all presentations to 3 minutes or less. If the item is deemed related to an agenda item at the current meeting, the presiding officer will inform the citizen that pending action(s) remain.

There were none at that time.

4. CONSENT AGENDA

4A. Presentation, discussion and possible action of Resolution No. HATC-2017-20: To Authorize the pledge of certain assets of Travis County Facilities Corporation ("TCFC") to assist the Housing Authority of Travis County, Texas ("HATC") in the redevelopment, rehabilitation and operation of Alexander Oaks and Summit Oaks Apartments, and To Authorize the execution and delivery of documents and instruments necessary to carry out the contemplated transaction, and to take other actions related to the subject.

No action taken.

5. REGULAR AGENDA

5A. Discussion and consideration regarding Board of Commissioners issues and concerns

There were none at that time

EXECUTIVE SESSION

- According to the Texas Government Code Annotated 551.071, Consulting with Attorney
- According to the Texas Government Code Annotated 551.072, Real Property
- According to the Texas Government Code Annotated 551.074, Personnel Matters
- According to the Texas Government Code Annotated 551.076, Security
- According to the Texas Government Code Annotated 551.087, Economic Development Negotiations

There were none at that time.

The Board of Commissioners may consider any matter posted on the agenda in Executive Session if there are issues that require consideration in Executive Session and the Board of Commissioners announce that the item will be considered during the Executive Session.

Reconvene from Executive Session and take any action deemed necessary as a result of the Executive Session Discussions

N/A

ADJOURNMENT

Commissioner Wilmer Roberts made a **motion** to adjourn the Board meeting. Vice Chairperson Ann Denton seconded the motion, which **passed** unanimously.

The Board meeting was adjourned at 9:01a.m.

Respectfully submitted,

Patrick Howard, CEO/Executive Director

MISSION STATEMENT

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- An audio recording is available upon request, 512-854-8245.

HATC Discussion Item 5A. 1

October 5, 2017

Subject: Housing Choice Voucher (HCV) Program (*Conventional*)

Background Information The HCV program is financed by the U.S. Department of Housing and Urban Development (HUD) to provide rent subsidies in the form of housing assistance payments (HAP) to private Landlords on behalf of extremely low, very low-income individuals/families, senior citizens, and persons with disabilities.

As of **August 31, 2017**, **408** of HATC's HCV allocation were utilized in a conventional fashion.

As of **August 31, 2017**, the total lease up for the Conventional HCV program was **587**. There was **1 New Admissions/ New Lease Contract** during this month. Occupancy rate was at **98.92%**.

For this reporting period there were **198** applicants on the waiting list.

75 portable families were served in Travis County.

Cambridge Villas, a Low Income Housing Tax Credit (LIHTC) project located in Pflugerville, is the recipient of **19** HATC Project-Based Vouchers designated specifically for this development.

As of **August 31, 2017**, Cambridge had a total lease up of **18** vouchers under contract. **An offer has been mailed out to fill the vacancy.**

Homeownership continues to have **1** program participant.

Recommended Action:

For discussion/ information only. No action needed.

Alternate Option:

N/A

Fiscal Impact:

N/A


Attachments:

A. Board Report Data related to each *Voucher-related* program

Prepared by:

Christina Montes, *Director of Voucher Programs and Homeless Initiatives*

Approval:



Patrick B. Howard, *CEO/Executive Director*

HATC Discussion Item 5A. 2

October 5, 2017

Subject: Homeless Initiatives

Background Information:

Continuum of Care

HATC was awarded **\$850,539** in new federal funds from the 2016 CoC competition to provide housing for chronically homeless clients for 2017-2018. **This grant became effective June 1, 2017.**

As of **August 31, 2017**, HATC provided housing assistance to **98** Continuum of Care participants.

Front Steps

HATC has entered into a 3- year agreement with the *Front Steps* organization until 2019 to provide **18** Housing Choice Vouchers on an ongoing basis from its allocation to support *Front Steps* homeless prevention programs.

As of **August 31, 2017**, *Front Steps* has **18** (including new admissions) active vouchers under contract.

ECHO

HATC entered into a 3-year Agreement until 2019 with *Ending Community Homelessness Coalition, Inc. (ECHO)*, providing **25** Housing Choice Vouchers for the homeless population. **THIS MOU is no longer applicable however, HATC will continue to accept homeless applicant referrals from ECHO. New referrals will be placed on the waiting list and will be issued a voucher according to new homeless preference.**

As of **August 31, 2017**, *ECHO* has **12** tenants under contract.

Criminal Justice

HATC provides **22** Housing Choice Vouchers for a project-based housing initiative that supports offender re-entry and former offender reintegration into our community. Project Based Contract was signed with Foundation Communities to serve these clients effective 6/25/2013 and is effective for 5 years (2018). The applicants are provided housing at Garden Terrace and Spring Terrace.

As of **August 31, 2017**, Criminal Justice has **21** (including new admissions) active vouchers under contract. **1 tenant is pending.**

VASH

HATC received an allocation of 15 HUD-VASH Vouchers in June 2016.

As of **August 31, 2017**, VASH has **15** tenants under contract.

Recommended Action:

For discussion/ information only. No action needed.

Alternate Option:

N/A

Fiscal Impact:

N/A

Attachments:

A. Board Report Data related to each *Voucher-related* program

Prepared by:

Christina Montes, *Director of Voucher Programs and Homeless Initiatives*

Approval:

Patrick Howard

Patrick B. Howard, *CEO/Executive Director*

HATC Discussion Item 5A. 3

October 5, 2017

Subject: Other Special Populations

Background Information:

Non-Elderly Disabled Vouchers

HATC has been awarded **75** Housing Choice Vouchers (HCVs) under different special purpose voucher program types to serve non-elderly persons with disabilities (NED).

As of **August 31, 2017**, there were **73** active vouchers under contract.

There are currently **2** vacancies in the NED program. **Offer notices have been mailed to 2 applicants.**

Recommended Action:

For discussion/ information only. No action needed.

Alternate Option:

N/A

Fiscal Impact:

N/A

Attachments:

A. Board Report Data related to each *Voucher-related* program

Prepared by:

Christina Montes, *Director of Voucher Programs and Homeless Initiatives*

Approval:



Patrick B. Howard, *CEO/Executive Director*

HATC Discussion Item 5B.1
October 3, 2017

Subject: An overview and summary of the activities within the Multifamily Housing Program (formerly the Public Housing Program.)

Background Information:

Property	Address	Unit Count
Summit Oaks	11607 Sierra Nevada Austin, TX. 78759	24
Eastern Oaks	4922 Nuckols Crossing Austin, TX. 78744	30
Alexander Oaks	6119 Valiant Circle Austin, TX. 78749	51

HATC's multifamily housing portfolio consists of 105 units located in the southeast, southwest, and northwest sectors of Austin throughout Travis County. Alexander Oaks and Summit Oaks are mixed-financed properties layered with both Project Based Rental Assistance (PBRA) and Low-income housing tax credits (LIHTC). Eastern Oaks is a PBRA only property. All of the units are maintained at a high management level. In an effort to increase supportive services for its multifamily residents, staff continues to focus on strengthening partnerships with local service organizations.

Tenant Relocation: Alexander Oaks tenants were relocated to Monterey Ranch on September 5th as a part of the Phase I rehabilitation. It's anticipated that the residents will be relocated offsite for approximately 90 days.

Rehabilitation/Construction: F&H Construction began the rehabilitation of Alexander Oaks on September 7th. Demolition crews removed drywall, ceilings, plumbing fixtures, countertops, and all other permanent fixtures in preparation for scheduled plumbing and electrical upgrades.



HOUSING AUTHORITY OF TRAVIS COUNTY

Recommended Action:

For discussion/information only. No action needed.

Alternate Option:

N/A

Fiscal Impact:

N/A

Attachments:

- A. Property Data
- B. Statistics
- C. Income Limits & Rent Schedules

Prepared by:

Barry E. Hall, Director of Affordable Housing Programs

Approval:

Patrick B. Howard, *President/ CEO*



HOUSING AUTHORITY OF TRAVIS COUNTY

Attachment A To Action Item 5B.1

PROPERTY DATA – Page 1 of 2

(Collections / Occupancy / Renewals / Work Orders / Zero Income Renters)

Collection Status					
	Current Month Budgeted Income	Current Month Billed	Previous Moved Out Residents Delinquencies	Repayment Plan Totals	Evictions Pending
Summit Oaks	\$ 5,808.00	\$ 3,638.00	\$ 0.00		
Alexander Oaks	\$ 11,966.00	\$ 8,112.00	\$ 0.00		2
Eastern Oaks	\$ 5,313.00	\$ 4,729.00	\$ 0.00		
Total	\$ 23,087.00	\$ 16,479.00	\$ 0.00	\$ 0	2

Renewals	
Late Re-certifications	3
Leases Exp. This Month	27
Leases Exp. Next Month	23
Lease Renewals This Week	3
Lease Renewals This Month	27

Work Orders	
W/O carried over	0
New W/O This Month	34
Emergency Work Order	4
W/O Completed	28
Total Pending W/O	6

PROPERTY DATA – Page 2 of 2

(Collections / Occupancy / Renewals / Work Orders / Zero Income Renters)

6 month collections			
04/21/2017		\$17,836.00	77.25%
05/22/2017		\$16,082.00	69.65%
06/19/2017		\$14,804.00	64.12%
07/24/2017		\$15,490.00	67.09%
08/22/2017		\$15,381.00	66.62%
09/25/2017		\$16,479.00	71.37%

14 Zero Income Renters	
Amount	Address
(111.00)	5602 Valiant Circle B, Austin, TX 78749
(53.00)	5600 Valiant Circle A, Austin, TX 78749
(80.00)	5600 Valiant Circle B, Austin, TX 78749
(53.00)	6000 Valiant Circle A, Austin, TX 78749
(53.00)	6008 Valiant Circle B, Austin, TX 78749
(28.00)	6010 Valiant Circle B, Austin, TX 78749
(53.00)	6012 Valiant Circle B, Austin, TX, 78749
(53.00)	6104 Valiant Circle A, Austin, TX, 78749
(53.00)	6104 Valiant Circle B, Austin, TX, 78749
(26.00)	6113 Valiant Circle B, Austin, TX. 78749
(31.00)	6122 Valiant Circle A, Austin, TX. 78749
(31.00)	11607 Sierra Nevada #17, Austin, TX 78759
(44.00)	11607 Sierra Nevada #19, Austin, TX 78759
(53.00)	11607 Sierra Nevada #20, Austin, TX 78759

Attachment B To Action Item 5B.1

PROPERTY STATISTICS – Page 1 of 2

(Information current as of September 25, 2017)

Breakdown of Current Residents (By Race)

	Summit Oaks	Eastern Oaks	Alexander Oaks			Total
White	6	32	45			83
Black	39	42	84			165
Native Am.	0	0	0			0
Asian	1	0	2			3
Total	46	74	131			251

Breakdown of Current Residents (By Ethnicity)

	Summit Oaks	Eastern Oaks	Alexander Oaks			Total
Non-Hispanics	38	45	90			173
Hispanics	7	29	40			76
Vacancies	3	1	6			10

Vacancies and Waiting Lists Totals

Bedroom Size	Vacancies	Ready	Waiting List	Offered
0 & 1	5	0	40	0
2	2	0	18	0
3	2	0	17	0
4	1	0	1	0
Totals	10	0	76	0

PROPERTY STATISTICS – Page 2 of 2

Rental & Subsidy Income as of September 25, 2017

Rental Income	Uncollected Amount	Rent Charge	Percentage of Delinquency
Summit Oaks	\$ 238.00	\$ 3,638.00	6.54%
Alexander Oaks	\$ 0.00	\$ 8,112.00	0.00%
Eastern Oaks	\$ 0.00	\$ 4,729.00	0.00%
Overall Total	\$ 238.00	\$ 16,479.00	1.44%

Attachment C To Action Item 5B.1

INCOME LIMITS & RENT SCHEDULES

Median Area Income (Travis County): (4 Persons @ L100)

Effective Date: 2017

		1 Person	2 Person	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
L30	Extremely Low Income	16,350	18,700	21,050	24,300	28,440	32,580	36,730	40,890
L50	Very Low Income	27,250	31,150	35,050	38,900	42,050	45,150	48,250	51,350
L80	Low Income	43,600	49,800	56,050	62,250	67,250	72,250	77,200	82,200
L100	Median Area Income	53,750	61,450	69,100	77,800	82,950	89,100	95,250	101,400

Fair Market Rent Rates (FMR): Travis County

Effective Date: 2017

	1 Bedroom	2 Bedrooms	3 Bedrooms	4 Bedrooms
Fair Market Rent	968	1195	1619	1948

Multifamily Housing Flat Rent Schedule

Effective Date: 2017

	Alexander Oaks	UA	Eastern Oaks	UA	Summit Oaks	UA			
1 Bedroom	968.00	81	968.00	81	968.00	81			
2 Bedrooms	1,195.00	103	1,195.00	103	1,195.00	103			
3 Bedrooms	1,619.00	144	1,619.00	144	1,619.00	144			
4 Bedrooms	1,948.00	161							

NOTE: Public Housing residents have a choice of rental payments based on 30% of their adjusted income/ 10% of their gross income -or- the above Public Housing Flat Rent Schedule.

HATC Discussion Item 5B.2
October 3, 2017

Subject: An overview and summary of the activities for HATC's Non-Subsidized Affordable Housing

Background Information:

Property	Address	Unit Count
Carson Creek	Del Valle, TX. 78617	16
Manor Town	200 W. Carrie Manor St. Manor, TX. 78653	33

Carson Creek Homes (family development) and Manor Town Apartments (seniors and person with disabilities) are both HATC owned affordable housing developments. Both are managed without federal subsidy.

HATC owns **8** family duplexes within the Carson Creek development and provides housing for individuals whose annual income fall within the ranges of **very-low income** (50%) and **low-income** (80%) of the Austin-Round Rock-San Marcos Metropolitan Statistical Area (MSA) median income. According to rent and income limits published by the Texas Department of Housing and Community Affairs (TDHCA), the area median income (AMI) for a family of 4 persons is **\$77,800** in 2016. Annual income limits for eligible tenants range between **\$28,050** for a 1 member household to **\$64,080** for a four (4) member household in Carson Creek. Rent limits ranges from **\$901** for a 2 bedroom duplex to **\$1,667** for a 3 bedroom. Carson Creek rents average **\$809** for a 3 bedroom and **\$706** for a 2 bedroom.

Manor Town Apartments is a two-story monolithic building located in the heart of northeast Travis County in the city of Manor. HATC provides affordable housing for Seniors (55 years and older) and Persons with Disabilities whose annual income fall within the ranges of **very low-income** (30%) and **the low-income** (60%) of the Austin-Round Rock-San Marcos MSA. According to rent and income limits published by the Texas Department of Housing and Community Affairs (TDHCA), the area median income (AMI) for a family of 4 persons is **\$77,800** in 2016. Annual income limits for eligible tenants range between **\$16,830** for a 1 member household to **\$48,060** for a four (4) member household for Manor Town Apartments. Rent limits ranges from **\$450** for a 1 bedroom duplex to **\$1,081** for a 2 bedroom. Manor Town Apartments rents average **\$350** for a 1 bedroom and **\$500** for a 2 bedroom.

Recommended Action:

For discussion/information only. No action needed.

Alternate option:

N/A

Fiscal Impact:

N/A

Attachments:

- A. Property Data
- B. Statistics
- C. Income Limits & Rent Schedules

Prepared by:

Barry E. Hall, Director of Affordable Housing Programs

Approval:

Patrick B. Howard, *President/ CEO*

Attachment A To Action Item 5B.2

PROPERTY DATA – Page 1 of 2

(Collections / Occupancy / Renewals / Work Orders)

Collection Status					
	Current Month Budgeted Income	Current Month Billed	Previous Moved Out Residents Delinquencies	Repayment Plan Totals	Evictions Pending
Carson Creek	\$10,758.00	\$10,938.00	\$4,556.00		
Manor Town Apt	\$16,587.00	\$15,356.00	\$2,231.00		
Total	\$27,345.00	\$26,294.00	\$6,787.00	\$0	

Renewals	
Late Re-certifications	0
Leases Exp. This Month	0
Leases Exp. Next Month	0
Lease Renewal/s This Week	0
Lease Renewals This Month	0

Work Orders	
W/O carried over	0
New W/O This Month	11
Emergency Work Order	2
W/O Completed	11
Total Pending W/O	0

PROPERTY DATA – Page 2 of 2

(Collections / Occupancy / Renewals / Work Orders)

6 month collections			
04/21/2017		\$28,241.00	103.27%
05/22/2017		\$27,739.00	101.44%
06/19/2017		\$28,105.00	102.77%
07/24/2017		\$27,412.00	100.25%
08/22/2017		\$26,917.00	98.43%
09/25/2017		\$26,294.00	96.16%

Attachment B To Action Item 5B.2

PROPERTY STATISTICS – Page 1 of 2

(Information current as of September 25, 2017)

Breakdown of Current Residents (By Race)

	Carson Creek	Manor Town				Total
White	13	9				22
Black	11	18				39
Native Am.	0	0				0
Asian	0	0				
Total	26	27				61

Breakdown of Current Residents (By Ethnicity)

	Carson Creek	Manor Town				Total
Non-Hispanics	11	26				37
Hispanics	13	1				14
Vacancies	1	5				6

Vacancies and Waiting Lists Totals

Bedroom Size	Vacancies	Ready	Waiting List	Offered
0 & 1	1	0	40	0
2	5	0	18	0
3	0	0	17	0
4	0	0	1	0
Totals	6	0	76	0

PROPERTY STATISTICS – Page 2 of 2

Rental & Subsidy Income as of September 25, 2017

Rental Income	Uncollected Amount	Rent Charge	Percentage of Delinquency
Carson Creek	\$0.00	\$10,938.00	0%
Manor Town	\$0.00	\$15,356.00	0%
Overall Total	\$0.00	\$26,294.00	0%

Attachment C To Action Item 5B.2

INCOME LIMITS & RENT SCHEDULES

Affordable Housing Flat Rent Schedule

Effective Date: 2017

	Carson Creek 50%	80%	Manor Town 30%	60%					
1 Bedroom	751.00	1,202.00	450.00	901.00					
2 Bedrooms	901.00	1,442.00	540.00	1,081.00					
3 Bedrooms									
4 Bedrooms									

5B.3

BARRY IS PRESENTING A POWER POINT PRESENTATION

HATC Discussion Item: 5C

October 3, 2017

Subject: Finance Report

Background Information:

Financial Data Schedule (FDS) is an overview of a combination of entity-wide financials along with more detailed, program specific breakouts of the financial statements. We are required, by HUD, to submit the unaudited financial data schedule within 60 days from fiscal year-end. The FDS was submitted by the due date and has been approved.

The report produced from the Financial Assessment Subsystem shows a comparison of the current fiscal year end (6/30/2017) unaudited submission to the prior fiscal year end (6/30/2016) unaudited submission. The outcome is favorable, showing an overall increase of 18% in unrestricted net position.

Recommended Action:

For discussion/ information only. No action needed.

Alternate Option:

N/A

Fiscal Impact:

See Attachments

Attachments:

A. Entity Wide Comparative Financial Data Schedule (Current Year-Prior Year)

Prepared by:

Jenilee Ramirez, Director of Finance & Administration

Approval:



Patrick B. Howard, *Executive Director (ED)*

Entity Wide Comparative Financial Data Schedule (Current Year-Prior Year)

TX480 - 06/30/2017

Line Item	Account Description	Current Year	Prior Year	Variance	% Change
111	Cash - Unrestricted	\$5,109,405	\$6,879,471	\$(1,770,066)	(25.00%)
112	Cash - Restricted - Modernization and Development				
113	Cash - Other Restricted	\$31,177,362	\$27,129,675	\$4,047,687	14.00%
114	Cash - Tenant Security Deposits	\$29,707	\$28,233	\$1,474	5.00%
115	Cash - Restricted for Payment of Current Liabilities				
100	Total Cash	\$36,316,474	\$34,037,379	\$2,279,095	6.00%
121	Accounts Receivable - PHA Projects				
122	Accounts Receivable - HUD Other Projects	\$146,981			
124	Accounts Receivable - Other Government				
125	Accounts Receivable - Miscellaneous	\$111,475	\$88,658	\$22,817	25.00%
126	Accounts Receivable - Tenants	\$64,369	\$45,457	\$18,912	41.00%
126.1	Allowance for Doubtful Accounts - Tenants	\$0	\$0	\$0	0.00%
126.2	Allowance for Doubtful Accounts - Other	\$0	\$0	\$0	0.00%
127	Notes, Loans, & Mortgages Receivable - Current				
128	Fraud Recovery				
128.1	Allowance for Doubtful Accounts - Fraud				
129	Accrued Interest Receivable				
120	Total Receivables, Net of Allowances for Doubtful Accounts	\$322,825	\$134,115	\$188,710	140.00%
131	Investments - Unrestricted	\$55,000	\$55,000	\$0	0.00%
132	Investments - Restricted				
135	Investments - Restricted for Payment of Current Liability				
142	Prepaid Expenses and Other Assets	\$1,079,580	\$640,347	\$439,233	68.00%
143	Inventories				
143.1	Allowance for Obsolete Inventories				
144	Inter Program Due From	\$0	\$0	\$0	0.00%
145	Assets Held for Sale				
150	Total Current Assets	\$37,773,879	\$34,866,841	\$2,907,038	8.00%
161	Land	\$5,169,396	\$21,293,819	\$(16,124,423)	(75.00%)
162	Buildings	\$200,327,379	\$116,206,493	\$84,120,886	72.00%
163	Furniture, Equipment & Machinery - Dwellings	\$10,530,300	\$5,255,082	\$5,275,218	100.00%
164	Furniture, Equipment & Machinery - Administration	\$145,302	\$154,633	\$(9,331)	(6.00%)
165	Leasehold Improvements	\$11,618,264	\$11,506,250	\$112,014	0.00%
166	Accumulated Depreciation	\$(27,415,220)	\$(21,933,313)	\$(5,481,907)	24.00%
167	Construction in Progress	\$16,141,674	\$30,018,522	\$(13,876,848)	(46.00%)
168	Infrastructure				
160	Total Capital Assets, Net of Accumulated Depreciation	\$216,517,095	\$162,501,486	\$54,015,609	33.00%
171	Notes, Loans and Mortgages Receivable - Non-Current	\$1,561,000			

TX480 -

Line Item	Account Description	Current Year	Prior Year	Variance	% Change
172	Notes, Loans, & Mortgages Receivable - Non Current - Past Due				
173	Grants Receivable - Non Current				
174	Other Assets	\$15,391,069	\$52,595,420	\$ (37,204,351)	(70.00%)
176	Investments in Joint Ventures				
180	Total Non-Current Assets	\$233,469,164	\$215,096,906	\$18,372,258	8.00%
200	Deferred Outflow of Resources				
290	Total Assets and Deferred Outflow of Resources	\$271,243,043	\$249,963,747	\$21,279,296	8.00%
311	Bank Overdraft	\$3,605	\$2,880	\$725	25.00%
312	Accounts Payable <= 90 Days	\$162,946	\$226,236	\$ (63,290)	(27.00%)
313	Accounts Payable >90 Days Past Due				
321	Accrued Wage/Payroll Taxes Payable	\$71,469	\$34,812	\$36,657	105.00%
322	Accrued Compensated Absences - Current Portion	\$52,442	\$50,931	\$1,511	2.00%
324	Accrued Contingency Liability				
325	Accrued Interest Payable	\$798,952	\$488,569	\$310,383	63.00%
331	Accounts Payable - HUD PHA Programs				
332	Account Payable - PHA Projects				
333	Accounts Payable - Other Government				
341	Tenant Security Deposits	\$418,260	\$360,222	\$58,038	16.00%
342	Unearned Revenue	\$119,854	\$41,445	\$78,409	189.00%
343	Current Portion of Long-term Debt - Capital Projects/Mortgage Revenue	\$29,061,601	\$876,657	\$28,184,944	3,215.00%
344	Current Portion of Long-term Debt - Operating Borrowings				
345	Other Current Liabilities	\$234,898	\$35,893,121	\$ (35,658,223)	(99.00%)
346	Accrued Liabilities - Other	\$7,240	\$6,900	\$340	4.00%
347	Intra Program - Due To	\$0	\$0	\$0	0.00%
348	Loan Liability - Current				
310	Total Current Liabilities	\$30,931,267	\$37,981,773	\$ (7,050,506)	(18.00%)
351	Long-term Debt, Net of Current - Capital Projects/Mortgage Revenue	\$165,414,567	\$142,725,827	\$22,688,740	15.00%
352	Long-term Debt, Net of Current - Operating Borrowings	\$267,711	\$248,006	\$19,705	7.00%
353	Non-current Liabilities - Other	\$22,047,749	\$18,950,372	\$3,097,377	16.00%
354	Accrued Compensated Absences - Non Current	\$122,366	\$52,067	\$70,299	135.00%
355	Loan Liability - Non Current				
356	FASB 5 Liabilities				
357	Accrued Pension and OPEB Liabilities				
350	Total Non-Current Liabilities	\$187,852,393	\$161,976,272	\$25,876,121	15.00%
300	Total Liabilities	\$218,783,660	\$199,958,045	\$18,825,615	9.00%
400	Deferred Inflow of Resources				
508.4	Net Investment in Capital Assets	\$39,089,846	\$39,477,227	\$ (387,381)	0.00%
511.4	Restricted Net Position	\$1,231,540	\$321,153	\$910,387	283.00%
512.4	Unrestricted Net Position	\$12,137,997	\$10,207,322	\$1,930,675	18.00%
513	Total Equity - Net Assets / Position	\$52,459,383	\$50,005,702	\$2,453,681	4.00%

TX480 -

Line Item	Account Description	Current Year	Prior Year	Variance	% Change
600	Total Liabilities, Deferred Inflows of Resources and Equity - Net	\$271,243,043	\$249,963,747	\$21,279,296	8.00%

HATC Discussion Item 5D

October 3, 2017

Subject: CEO/Executive Director's Report

Background Information:

Secretary Ben Carson has contributed an opinion piece to *The Hill*, in which he lays out his agenda for the U.S. Department of Housing and Urban Development (HUD). The headline of the opinion piece: "We're changing HUD from a bureaucracy to an efficient organization." *The Hill* is an American political journalism newspaper and website published in Washington, D.C. since 1994.

In the opinion piece, Secretary Carson begins by expressing his support for the mission of HUD, and that he and his team are working toward improvements that will better deliver on those goals. "I've spent the last seven months investigating which HUD initiatives work best, which ones need reform, and which could be putting taxpayer dollars to better use," writes Secretary Carson, and the results is a plan he boils down to "three Rs."

1. Reimagine the way HUD works
2. Restore the American dream
3. Rethink American communities

Although Secretary Carson elaborates on these Rs in concept, there are no mentions of dollar figures or specific programs.

Staff will continue to monitor.

Recommended Action:

For discussion / information only. No action needed.

Alternate Option:

N/A


Fiscal Impact:

N/A

Attachments:

- A. *The Hill* Article

Prepared and Approved by:



Patrick B. Howard, CEO/Executive Director



Ben Carson: We're changing HUD from a bureaucracy to an efficient organization

BY BEN CARSON, OPINION CONTRIBUTOR — 09/20/17 04:40 PM EDT

THE VIEWS EXPRESSED BY CONTRIBUTORS ARE THEIR OWN AND NOT THE VIEW OF THE HILL

Just In...

North Carolina Dems face tough time winning in 2018 and beyond

OPINION — 47S AGO

Supreme Court cancels travel ban arguments

COURT BATTLES — 8M 50S AGO

LeBron James on Trump: 'The people run this country ... not him'

ADMINISTRATION — 11M 25S AGO

Poll: Moore leads Strange by 11 points on eve of election

CAMPAIGN — 15M 57S AGO

White House announces new tech jobs initiative

TECHNOLOGY — 18M 48S AGO

Patriotism is no defense for Trump's attacks on black athletes

OPINION — 20M 47S AGO

Dem lawmaker defends kneeling athletes from House floor

FLOOR ACTION — 25M 38S AGO

Fox News's Brit Hume: Rand Paul 'incoherent' on health care

MEDIA — 29M 13S AGO

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The mission of the Department of Housing and Urban Development (HUD) is to create strong, sustainable, inclusive communities and quality affordable homes for all. I became the HUD secretary because I believe wholeheartedly in this mission and love working to find ever-better ways to achieve it.

I am proud to announce that after several months of hard work, my team has outlined a solid plan for institutional reform and improvement that will better serve Americans who depend on us, the taxpayers who fund us, and the hard-working HUD employees who have dedicated their careers to helping the disadvantaged.

When a new Cabinet secretary rolls into a federal agency, he or she often carries in a grand plan, which occasionally survives the next several years but rarely impresses the dedicated men and women who have worked there for the last 20.

In laying out my plan for HUD, I wanted to flip the script, drawing on institutional knowledge from civil servants who were here when I came in, and will be here when the next secretary takes my place.

In that spirit, I've spent the last seven months investigating which HUD initiatives work best, which ones need reform, and which could be putting taxpayer dollars to better use.



WaPo, check your facts on White House (and...



TV networks won't hire Spicer due to 'lack of...



Brzezinski: Trump's Hillary golf shot tweet...



Spicer: 'Of course' I regret arguing with...

We have boiled our plan down to "the three Rs."

Reimagine the way HUD works: These reforms are internal and process-based. We want to organize and deliver HUD services more effectively to the American people, which means enhancing the working conditions and training at HUD itself, while eliminating improper payments and waste, fraud and abuse.

In some instances, this means combining redundant grant programs and streamlining the ways that we help HUD beneficiaries — less bureaucracy and more quality control translates to better services. We will also accomplish this goal by following the president's executive order to remove burdensome regulations from those who employ Americans and build, rent and sell their houses.

Restore the American dream: The best bulwark against poverty is a strong economy with plentiful jobs and abundant affordable housing.

We are renewing our commitment to homeownership for first-time buyers in a way that maintains our financial viability. We are also taking a hard look at the way we provide rental assistance: it needs to be sustainable, reliable and provide incentives for work and stable family formation.

We are simultaneously loosening restrictions on certain types of housing, like condominiums, that are eligible for Federal Housing Administration assistance, with an eye to first-time homebuyers and millennials.

Rethink American communities: Our final goal — one that should be the aim of every anti-poverty program — is to help our beneficiaries reach prosperity and self-sufficiency. This doesn't mean taking assistance away from those who need HUD — it means doing our job so well that fewer and fewer people require our assistance.

Housing assistance must be geared toward homeownership and job training where possible. Expanding community investment through public/private partnerships and involving the most effective charities and religious institutions gives better results than federal agencies charging in and running lives. But for those families who might always need someone to lean on, including the elderly and disabled, HUD will be there for them.

As we continue to roll out new policies and reforms in the months and years ahead, I am confident they will show that our mission remains lofty, our goals achievable and our team accountable.

I hope that you will agree. And I hope that all Americans, in their private endeavors and personal lives, may find little opportunities to participate in our mission, working to build a nation with strong, sustainable, inclusive communities, and quality affordable homes for all.

Ben Carson is the current secretary of Housing and Urban Development.

TAGS BEN CARSON HUD DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SHARE

TWEET

PLUS ONE



HATC Discussion Item 5E
October 3, 2017

GOVERNANCE, FINANCE, AND ADMINISTRATION

STANDING COMMITTEE MEETING

Thursday, September 14, 2017 3:30p.m.

MEMBERS PRESENT:

Wilmer Roberts, Ann Denton

STAFF PRESENT:

Patrick Howard

Summary of discussion:

1. Executive Director Performance evaluation: Patrick has put together a package of potential frameworks for his evaluation. No metrics are in place at this point for either Patrick or Robert. We need to give goals to work towards.
2. Director of Development position:
 - a. He is under an employment contract. Do we want to pursue a change in status to employee?
 - b. Need to consider evaluation criteria.
 - c. Need to consider compensation issues.
3. We will place this on the October agenda for discussion in executive session.
4. Resolution of personnel issue/mediation: Patrick will brief us in executive session.
5. Open position: Will replace Assistant Director of Finance and Administration position with a Staff Accountant position.

Executive Session:

1. Discussion of performance contract and associated compensation issues for Executive Director (HATC)/Executive Vice President (SHFC) and Director of Real Estate Development (HATC; SHFC). No action/discussion only.

EMPLOYMENT CONTRACT
**EXECUTIVE DIRECTOR
OF THE
HOUSING AUTHORITY OF TRAVIS COUNTY**

This Agreement is made on February XX, 2016, between the Housing Authority of Travis County (hereinafter known as "HATC") and Patrick Howard (hereinafter known as "Employee.")

RECITALS

That The Housing Authority is engaged in providing housing for very low and low income families and maintains an office at 502 Highland Mall Boulevard, Suite 106B, Austin, Texas 78752.

That Employee is willing to be employed by the Housing Authority of Travis County (HATC) to perform functions on behalf of HATC and for the Strategic Housing Finance Corporation via an Interlocal Agreement, and HATC is willing to employ Employee, on the terms, covenants, and conditions hereinafter set forth.

For the reasons set forth above, and in consideration of the mutual promises and agreements hereinafter set forth, the Housing Authority and Employee agree as follows:

SECTION ONE -EMPLOYMENT – HATC hereby engages and hires Employee, contingent upon Employee providing a satisfactory DPS Criminal History report and negative drug screen, as Interim Executive Director of the Housing Authority of Travis County and Employee hereby accepts and agrees to serve and perform the duties and responsibilities of said position.

SECTION TWO -BEST EFFORTS OF EMPLOYEE -Employee agrees that he will at all times faithfully, industriously, and to the best of his ability, experience, and talents, perform all the duties that may be required of and from him pursuant to the express and implicit terms hereof, to the reasonable high standards of the both HATC and SHFC, when performing services for SHFC.

SECTION THREE -RESPONSIBILITIES OF EMPLOYEE- The Commissioners of HATC are appointed by the Commissioners Court of Travis County. All powers of the HATC are vested in the Board of Commissioners. Powers of the Commissioners include the employment of an Executive Director to perform the day to day operations, administrative and managerial work involving the administration and operation of the Housing Authority and its subsidiaries, and functions as the primary liaison between the Board of Commissioners, the U. S. Department of Housing and Urban Development (HUD), and local jurisdictions.

The Executive Director (Employee) shall be the Chief Executive officer of HATC, and shall act as Executive Vice President (Portfolio Manager) for SHFC pursuant to the agreement between HATC and SHFC, and, in that position, Employee's duties shall include the following:

- 1.) Is responsible to plan, develop, organize, coordinate, delegate, supervise and direct implementation of the Housing Authority's public housing, Section 8 and entrepreneurial programs.
- 2.) Provides for safekeeping of the Housing Authority's buildings, grounds, facilities, equipment, supplies, monies, files, records and documents.

- 3.) Serves as Executive Secretary of the Board of Commissioners (BOC) and as liaison between the BOC and Housing Authority staff.
- 4.) Attend BOC meetings and inform them of the status of activities and projects within the Housing Authority; develop and propose new policies or changes in existing policies; notify the BOC of changes or proposed changes in federal, state, or local legislation affecting the Housing Authority; provide the BOC with information on evaluation of efficiency and effectiveness of Housing Authority operations and provides recommendations for improvements.
- 5.) Is spokesman for the BOC when so authorized by the BOC Chairman.
- 6.) Responds to other BOC inquiries regarding Housing Authority plans and operations.
- 7.) Oversees preparation and submission of all budgets and revisions, revises and approves all Housing Authority expenditures and monitors funds for effective and efficient use.
- 8.) Develops organizational structure and plans, and implements internal policies, programs, goals and priorities.
- 9.) Negotiates contracts with outside agencies and companies for major maintenance service and management services.
- 10.) Makes policy, administrative, and management decisions concerning the daily operation of the Housing Authority.
- 11.) Discusses Housing Authority goals, priorities, problems, and concerns with officials, representatives, and members of the local government, news media, social and public service agencies, state government, and federal government.
- 12.) Is responsible for the employment, training, direction, supervision, utilization, discipline and termination of Housing Authority employees. Recommends to BOC a schedule of salary ranges and employee benefits and periodic revisions thereto. Reviews periodic reports on the accomplishments of assigned goals and objectives.
- 13.) Meets with residents concerning complaints and/or grievances and advises them of their rights to hearings according to the Housing Authority's procedures.
- 14.) Personally monitors, surveys and inspects various aspects of the Housing Authority's operations on a frequent and continuing basis, so that he has a general idea of conditions, appearance, problems, accomplishments and results at any given time.
- 15.) Pursuant to the agreement between HATC and SHFC, Oversee the SHFC's existing portfolio of affordable housing properties in accordance with the policies, goals and objectives established by the SHFC Board of Directors. This will include, in conjunction with the **Asset Manager**, oversight responsibilities with regard to property management, maintenance, and resident service programs. Additionally identify and work with development partners on new development opportunities for the Corporation. This position will also be the primary liaison with the Board of Directors, federal, state, and local entities.
- 16.) Monitors the Housing Authority's compliance with Federal, State and Local laws and regulations pertaining to the PHA. Prepares and submits reports and statistics required by such entities.

17.)Reviews and approves reports and other documents that are required by federal, state, and local jurisdictions.

18.)Attends professional meetings, seminars and conferences to keep abreast of new trends, activities and concepts in Public Housing. Supports, assists and works with other PHAs and affiliated organizations in joint efforts which are mutually beneficial. Volunteers new ideas, suggestions and recommendations to HUD as desired. At the request of HUD or affiliated groups, may assist in national training, orientation, planning and development seminars, conferences and workshops. May review proposed laws or regulations and recommend changes or improvements.

19.)Performs other duties as assigned.

SECTION FOUR -TERM OF EMPLOYMENT -The initial term of the Agreement shall be a period of three (3) years, commencing on January 7, 2016 and terminating on January 7, 2019. The Board of Commissioners will, on at least an annual basis, provide Employee with an evaluation that addresses both the Board of Commissioner's assessment of Employee's performance and expectations for future performance.

SECTION FIVE -COMPENSATION OF EMPLOYEE -The Housing Authority shall pay Employee and Employee shall accept from the Housing Authority, in full payment for Employee's services hereunder, compensation at the monthly rate of \$XXX base salary from HUD program funding plus \$XXXX monthly supplemental salary from non-program income to be provided by SHFC. Employee's salary may not be increased or reduced without approval of the Board of Commissioners. The percentage allocation is based on an expected 50%/50% split between HATC and SHFC. Employee will devote no less than 50% of his time to activities of the Housing Authority.

- (a) Employee is entitled to any additional compensation and benefits that are applied across the board to other Housing Authority employees. Additionally, Employee is entitled to annual incentive pay of 3.5 to 12.5 percent of their annual base salary, based on performance and/or completion of goals and objectives set by the HATC board.

Employee's salary will be payable in twenty-six (26) equal payments per annum, payable every two (2) weeks. Employee benefits may change as benefits for other employees generally are changed.

SECTION SIX -ADDITIONAL COMPENSATION -Employee shall receive the following benefits immediately upon employment.

- 1.) **Retirement Benefits** – The Housing Authority will contribute 10% of Employee's gross salary into the Housing Authority's Employee Retirement Fund.
- 2.) **Health Insurance – (including optical and Prescriptions)** -The Housing Authority will provide for health insurance on annual basis for 100% of Employee's premiums and 85% of the combined premiums for Employee and his eligible dependents.
- 3.) **Life Insurance** – Assuming normal insurability, the Housing Authority will provide \$15,000.00 of Life Insurance for Employee which will remain in force until the Employment Contract is terminated. Employee has the sole discretion to designate the beneficiary of said life insurance policy.
- 4.) **Transportation** -Employee will have the use of a Housing Authority vehicle with insurance under the Housing Authority's existing insurance policy, gasoline and maintenance. This vehicle is to be used for Housing Authority business including driving to and from work and reasonably incidental transportation during the regular work day

- 5.) **Leave** - Employee will accrue Annual Leave at the rate of 1.25 days per month, not to exceed 120 hours per annum. Employee will accrue 1.25 days of Sick Leave per month, not to exceed 120 hours per annum. Employee can only carry forward a maximum of 240 hours per year of unused annual leave and an unlimited amount of unused sick leave from year to year.
- 6.) **Holidays** -Employee will be entitled to 11 regularly scheduled paid holidays plus 1 personal day and 3 days of bereavement leave upon death of immediate family members. These are the same holidays that Regular Full Time HATC employees are entitled.

SECTION SEVEN -MODIFICATIONS OF CONTRACT -No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the parties to charged therewith and no evidence of any, waiver or modification shall be offered or received in evidence of any arising out of or affecting this Agreement, or the rights or obligations, of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of his section may not be waived except as herein set forth.

SECTION EIGHT -TERMINATION -This Agreement may be terminated by either party by providing thirty (30) days written notice to the other with the exception noted below. If the Housing Authority shall so terminate this Agreement prior to the completion of the term of employment specified herein *without cause*, Employee shall be entitled to 6 months' salary and benefit at the level existing at the time of termination. If the Housing Authority shall so terminate this Agreement prior to the completion of the term of employment specified herein *with cause*, Employee shall be entitled to 1 month's salary and benefit at the level existing at the time of termination. In exchange for these severance payments, Employee will fully and completely release the Housing Authority from any and all claims or causes of action except for accrued salary and benefits, notwithstanding any other provision herein. If the reasons for termination *with cause* are malfeasance in handling HATC funds, conviction of any felony or Class A misdemeanor (or your pleas of guilty or no contest to any such charge), dishonesty, fraud, or self-dealing, no severance shall be paid and termination is immediate.

- 1.) **With Cause** - For the purposes of this Agreement, "Cause" includes, but is not limited to, any of the following as determined by the Housing Authority based on the information known to it at the time of termination: gross neglect of duty; intentionally engaging in any activity which is in conflict with or adverse to the business interests of the Housing Authority or any of its subsidiaries; willful or serious misconduct; insubordination; breach of fiduciary duty; failure, neglect, or refusal to perform duties in any material respect (other than by reason of a Disability); misfeasance or incompetence in any material respect; serious violation of the Housing Authority's Policies and Procedures; any material breach of this Agreement; or failure to maintain satisfactory PHAS and SEMAP scores within the sole discretion of the BOC.
- 2.) **Non-Solicitation** – Following a termination with or without cause, Employee agrees that during the period for which he is paid a severance (for 6 months following a termination without cause and for 1 month following a termination with cause), Employee will not, directly or indirectly, individually or on behalf of any other person, firm, partnership, corporation, or business entity of any type, solicit, assist or in any way encourage any current employee of HATC, SHFC or any subsidiaries thereof to end his or her employment relationship with HATC, SHFC or any subsidiaries thereof nor will he solicit the employment services of any former employee of HATC, SHFC or any subsidiary thereof who has left HATC's or SHFC's employment within the previous six (6) months. Employee also agrees that during this time period, he will not, directly or indirectly, individually or on behalf of any other person, firm, partnership, corporation, or business entity of any type, take away or attempt to take away, solicit or attempt to solicit, any equity partner or Customer of HATC or SHFC. For purposes of this

section, "Customer" shall mean any company or business entity that HATC or SHFC does business with or provides services to or that he had contact with or performed services for during his employment with HATC. Employee agrees to this provision as consideration of the above referenced severance agreement and for other good and valuable consideration.

- 3.) **Non-Compete** - Following a termination with or without cause, Employee agrees that during the period for which he is paid a severance (for 6 months following a termination without cause and for 1 month following a termination with cause), Employee will not, directly or indirectly, participate in the ownership, management, operation, financing or control of, or be employed by or consult for or otherwise render services to, any person, corporation, firm, or other entity that engages in the conduct of the business of SHFC as conducted or as proposed to be conducted, nor shall he engage in any other activities that materially conflict with his obligations to HATC or SHFC.
- 4.) **Consulting** – Following a termination with or without cause, Employee agrees that during the period for which he is paid a severance for 6 months salary following a termination without cause and for 1 month following a termination with cause, Employee will consult with HATC and SHFC up to 2 hours per week without additional pay if requested to do so by HATC or SHFC.

SECTION NINE -SEVERABILITY -All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by a competent court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

SECTION TEN -CHOICE OF LAW -It is the intention of the parties hereto that this Agreement and the performance hereunder and all suits and special proceedings hereunder be construed in accordance with and under and pursuant to the laws of the State of Texas and that in any action, special proceeding, or other reason of this Agreement, the law of the State of Texas shall be applicable and shall govern the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted. The venue of any dispute is Travis County, Texas.

In witness whereof, the parties have executed this Agreement in Travis County, State of Texas, on the ____ day of _____, 2016.

Housing Authority of Travis County

Patrick Howard

By: _____
Name: _____
Title: _____

EMPLOYMENT CONTRACT

ASSET MANAGER OF THE STRATEGIC HOUSING FINANCE CORPORATION

This Agreement is made on March XX, 2016, between Strategic Housing Finance Corporation (hereinafter known as "SHFC") and Robert Onion (hereinafter known as "Employee.")

RECITALS

That Strategic Housing Finance Corporation is engaged in providing housing for very low and low income families and maintains an office at 502 Highland Mall Boulevard, Suite 106B, Austin, Texas 78752.

That Employee is willing to be employed by Strategic Housing Finance Corporation (SHFC) to perform functions on behalf of Strategic Housing Finance Corporation and the Housing Authority of Travis County (HATC) via an Inter local Agreement, and SHFC is willing to employ Employee, on the terms, covenants, and conditions hereinafter set forth.

For the reasons set forth above, and in consideration of the mutual promises and agreements hereinafter set forth, the Housing Authority and Employee agree as follows:

SECTION ONE -EMPLOYMENT – SHFC hereby engages and hires Employee, contingent upon Employee providing a satisfactory DPS Criminal History report and negative drug screen, as Asset Manager for SHFC and Employee hereby accepts and agrees to serve and perform the duties and responsibilities of said position.

SECTION TWO -BEST EFFORTS OF EMPLOYEE -Employee agrees that he will at all times faithfully, industriously, and to the best of his ability, experience, and talents, perform all the duties that may be required of and from him pursuant to the express and implicit terms hereof, to the reasonable high standards of the both SHFC and HATC, when performing services for SHFC.

SECTION THREE -RESPONSIBILITIES OF EMPLOYEE- The Commissioners of SHFC are appointed by the Commissioners Court of Travis County. All powers of SHFC are vested in the Board of Commissioners. Powers of the Commissioners include the employment of an Asset Manager to perform the day to day operations, administrative and managerial work involving the administration and operation of the Corporation's existing portfolio of affordable housing properties in accordance with the policies, goals, and objectives established by the SHFC Board of Directors. Additionally the Asset Manager will identify and work with development partners to originate new development opportunities for the Corporation and will be a liaison with the Board of Directors, federal, state, local, and development entities.

The Asset Manager (Employee) shall be the Development Director of SHFC, and shall act as Asset Manager for HATC pursuant to the agreement between HATC and SHFC, and be responsible for administrative, management, and oversight functions of the Corporation's multifamily portfolio. Specific duties include the following:

- Responsible for the operations, management, physical condition, compliance, and resident satisfaction with the SHFC housing property portfolio, including:

- a) Monitors and collects cash flow payments from the SHFC portfolio and corresponds with Developer Partners, Limited Partners, Property Managers and Accountants.
- b) Assesses effectiveness of property management entities and monitors resident satisfaction through surveys.
- c) Reviews and approves portfolio property annual operating budgets. Assesses portfolio property capital needs for inclusion in annual operating budget for both the SHFC and HATC portfolio.
- d) Carries out all general partner responsibilities required by limited partnership agreements.
- e) Monitors property construction, rehabilitation, or major maintenance project budget, schedule, and construction budget draw processes for both SHFC and HATC portfolio.
- f) Contracts for preparation and filing of property limited partnership and general partner tax returns and audits.
- g) Solicits bids for insurance coverage, negotiates and recommends insurance coverage for SHFC property and liability insurance requirements. Supervises the processing of related insurance claims and monitor expiration dates of coverage.
- h) Prepares narrative and statistical reports and reviews reports prepared by other staff members for internal and external use.
- i) Provides financial analysis and recommendations to SHFC and HATC Boards for maximum efficiency of both portfolios.
- j) Review and interpret complex partnership documents and provide cash flow projections for the existing SHFC portfolio.
- Identify, analysis, and originate new development business for SHFC and HATC.
 - a) Identify potential development opportunities through Affordable Housing Programs to create additional Affordable Housing units in Travis County.
 - b) Identify potential development partners, financial institutions, equity partners and other stake holders to promote Affordable Housing in Travis County.
 - c) Identify and negotiate with development partners enhance tenant services for the benefit Travis County residents. This will include working closely with the Board, County Commissioners, developers, staff, and Travis county residents.
- Attends professional meetings, seminars and conferences to keep abreast of new trends, activities and concepts in affordable housing development and finance.
- Attends and participates in SHFC and HATC Board meetings.
- Maintains working knowledge of federal, state and local laws, regulations, guidelines, codes ordinances pertaining to the SHFC and HATC property portfolio, federal Low income Housing Tax Credit program, and Texas Bond Review Board private activity bond issuance.
- Performs other duties as assigned.

SECTION FOUR -TERM OF EMPLOYMENT -The initial term of the Agreement shall be a period of three (3) years, commencing on January 7, 2016 and terminating on January 7, 2019. The Board of Commissioners will, on at least an annual basis, provide Employee with an evaluation that addresses both the Board of Commissioner's assessment of Employee's performance and expectations for future performance.

SECTION FIVE -COMPENSATION OF EMPLOYEE -The Housing Authority and Strategic Housing Finance Corporation shall pay Employee and Employee shall accept from the Strategic Housing Finance Corporation, in full payment for Employee's services hereunder, compensation at the monthly rate of \$XXX base salary from SHFC. Employee's salary may not be increased or reduced without approval of the Board of Commissioners. The percentage allocation is based on an expected 65%/35% split between SHFC and HATC. Employee will devote no less than 35% of his time to activities of the Housing Authority.

- (a) Employee is entitled to any additional compensation and benefits that are applied across the board to other SHFC/HATC employees. Additionally, Employee is entitled to annual incentive pay of 3.5 to 12.5 percent of their annual base salary, based on performance and/or completion of goals and objectives set by the SHFC/ HATC boards.

Employee's salary will be payable in twenty-six (26) equal payments per annum, payable every two (2) weeks. Employee benefits may change as benefits for other employees generally are changed.

SECTION SIX -ADDITIONAL COMPENSATION -Employee shall receive the following benefits immediately upon employment.

- 1.) **Retirement Benefits** – The Housing Authority will contribute 10% of Employee's gross salary into the Housing Authority's Employee Retirement Fund.
- 2.) **Health Insurance – (including optical and Prescriptions)** -The Housing Authority will provide for health insurance on annual basis for 100% of Employee's premiums and 85% of the combined premiums for Employee and his eligible dependents.
- 3.) **Life Insurance** – Assuming normal insurability, the Housing Authority will provide \$15,000.00 of Life Insurance for Employee which will remain in force until the Employment Contract is terminated. Employee has the sole discretion to designate the beneficiary of said life insurance policy.
- 4.) **Transportation** –SHFC will provide employee an auto allowance of \$100 a month for incidental transportation during the regular work day. Employee is required provide for all other expenses related to the use of employees personal vehicle including insurance policy, gasoline and maintenance.
- 5.) **Leave** - Employee will accrue Annual Leave at the rate of 1.25 days per month, not to exceed 120 hours per annum. Employee will accrue 1.25 days of Sick Leave per month, not to exceed 120 hours per annum. Employee can only carry forward a maximum of 240 hours per year of unused annual leave and an unlimited amount of unused sick leave from year to year.
- 6.) **Holidays** -Employee will be entitled to 11 regularly scheduled paid holidays plus 1 personal day and 3 days of bereavement leave upon death of immediate family members. These are the same holidays that Regular Full Time HATC employees are entitled.

SECTION SEVEN -MODIFICATIONS OF CONTRACT -No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the parties to charged therewith and no evidence of any, waiver or modification shall be offered or received in evidence of any arising out of or affecting this Agreement, or the rights or obligations, of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of his section may not be waived except as herein set forth.

SECTION EIGHT -TERMINATION -This Agreement may be terminated by either party by providing thirty (30) days written notice to the other with the exception noted below. If the Housing Authority shall so terminate this Agreement prior to the completion of the term of employment specified herein ***without cause***, Employee shall be entitled to 6 months' salary and benefit at the level existing at the time of termination. If the Housing Authority shall so terminate this Agreement prior to the completion of the term of employment specified herein ***with cause***, Employee shall be entitled to 1 month's salary and benefit at the level existing at the time of termination. In exchange for these severance payments, Employee will fully and completely release the Housing Authority from any and all claims or causes of action except for accrued salary and benefits,

notwithstanding any other provision herein. If the reasons for termination *with cause* are malfeasance in handling HATC funds, conviction of any felony or Class A misdemeanor (or your pleas of guilty or no contest to any such charge), dishonesty, fraud, or self-dealing, no severance shall be paid and termination is immediate.

- 1.) **With Cause** - For the purposes of this Agreement, "Cause" includes, but is not limited to, any of the following as determined by the Housing Authority based on the information known to it at the time of termination: gross neglect of duty; intentionally engaging in any activity which is in conflict with or adverse to the business interests of the Housing Authority or any of its subsidiaries; willful or serious misconduct; insubordination; breach of fiduciary duty; failure, neglect, or refusal to perform duties in any material respect (other than by reason of a Disability); misfeasance or incompetence in any material respect; serious violation of the Housing Authority's Policies and Procedures; any material breach of this Agreement; or failure to maintain satisfactory PHAS and SEMAP scores within the sole discretion of the BOC.
- 2.) **Non-Solicitation** - Following a termination with or without cause, Employee agrees that during the period for which he is paid a severance (for 6 months following a termination without cause and for 1 month following a termination with cause), Employee will not, directly or indirectly, individually or on behalf of any other person, firm, partnership, corporation, or business entity of any type, solicit, assist or in any way encourage any current employee of HATC, SHFC or any subsidiaries thereof to end his or her employment relationship with HATC, SHFC or any subsidiaries thereof nor will he solicit the employment services of any former employee of HATC, SHFC or any subsidiary thereof who has left HATC's or SHFC's employment within the previous six (6) months. Employee also agrees that during this time period, he will not, directly or indirectly, individually or on behalf of any other person, firm, partnership, corporation, or business entity of any type, take away or attempt to take away, solicit or attempt to solicit, any equity partner or Customer of HATC or SHFC. For purposes of this section, "Customer" shall mean any company or business entity that HATC or SHFC does business with or provides services to or that he had contact with or performed services for during his employment with HATC. Employee agrees to this provision as consideration of the above referenced severance agreement and for other good and valuable consideration.
- 3.) **Non-Compete** - Following a termination with or without cause, Employee agrees that during the period for which he is paid a severance (for 6 months following a termination without cause and for 1 month following a termination with cause), Employee will not, directly or indirectly, participate in the ownership, management, operation, financing or control of, or be employed by or consult for or otherwise render services to, any person, corporation, firm, or other entity that engages in the conduct of the business of SHFC as conducted or as proposed to be conducted, nor shall he engage in any other activities that materially conflict with his obligations to HATC or SHFC.
- 4.) **Consulting** - Following a termination with or without cause, Employee agrees that during the period for which he is paid a severance for 6 months salary following a termination without cause and for 1 month following a termination with cause, Employee will consult with HATC and SHFC up to 2 hours per week without additional pay if requested to do so by HATC or SHFC.

SECTION NINE -SEVERABILITY -All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by a competent court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

SECTION TEN -CHOICE OF LAW -It is the intention of the parties hereto that this Agreement and the performance hereunder and all suits and special proceedings hereunder be construed in accordance with and under and pursuant to the laws of the State of Texas and that in any action, special proceeding, or other reason

of this Agreement, the law of the State of Texas shall be applicable and shall govern the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted. The venue of any dispute is Travis County, Texas.

In witness whereof, the parties have executed this Agreement in Travis County, State of Texas, on the ____ day of _____, 2016.

Strategic Housing Finance Corporation

Robert F. Onion

By: _____
Name: _____
Title: _____

DRAFT

Housing Authority of Travis County (TX480)
Austin, TX
Program Revenue and Expense Summary
Fiscal Year End: 6/30/2017

	Component Unit - Discretely Presented
70300 Net Tenant Rental Revenue	\$14,297,030
70400 Tenant Revenue - Other	
70500 Total Tenant Revenue	\$14,297,030
71100 Investment Income - Unrestricted	\$6,686
71500 Other Revenue	\$1,741,698
71600 Gain or Loss on Sale of Capital Assets	\$51,365
70000 Total Revenue	\$16,096,779
91100 Administrative Salaries	\$610,039
91200 Auditing Fees	\$11,710
91400 Advertising and Marketing	\$1,487
91600 Office Expenses	\$162,269
91700 Legal Expense	\$39,268
91800 Travel	\$4,742
91900 Other	\$2,376,745
91000 Total Operating - Administrative	\$3,206,260
93800 Other Utilities Expense	\$1,565,688
93000 Total Utilities	\$1,565,688
94200 Ordinary Maintenance and Operations - Materials and	\$1,424,162
94000 Total Maintenance	\$1,424,162
96140 All Other Insurance	\$249,406
96100 Total insurance Premiums	\$249,406
96200 Other General Expenses	\$2,549,900
96000 Total Other General Expenses	\$2,549,900
96710 Interest of Mortgage (or Bonds) Payable	\$5,683,147
96700 Total Interest Expense and Amortization Cost	\$5,683,147
96900 Total Operating Expenses	\$14,678,563
97000 Excess of Operating Revenue over Operating Expenses	\$1,418,216
97400 Depreciation Expense	\$5,401,304
90000 Total Expenses	\$20,079,867
10000 Excess (Deficiency) of Total Revenue Over (Under) Total	-\$3,983,088
11020 Required Annual Debt Principal Payments	\$3,981,302
11030 Beginning Equity	\$47,069,591
11040 Prior Period Adjustments, Equity Transfers and Correction	\$5,786,888