

Housing Authority of the City of Laredo

Aldo Tatangelo Farm Labor



LAREDO HOUSING AUTHORITY

Serving. Collaborating. Empowering.

MANAGEMENT PLAN

Table of Contents

I.	ROLE AND RESPONSIBILITY OF OWNER AND DELEGATIONS OF AUTHORITY.....	2 - 3
II.	PERSONNEL POLICY AND STAFFING REQUIREMENTS.....	4
III.	PLANS AND PROCEDURES FOR MARKETING UNITS AND ACHIEVING AND MAINTAINING FULL OCCUPANCY AND AFFIRMATIVE MARKETING.....	7
IV.	DETERMINING TENANT ELIGIBILITY AND CERTIFICATION OF INCOMES.....	10
V.	TENANT LEASING POLICIES.....	13
VI.	REASONABLE ACCOMMODATIONS.....	15
VII.	RENT COLLECTION POLICIES.....	18
VIII.	REQUESTING AND IMPLEMENTING A RENT INCREASE.....	20
IX.	CARRYING OUT AN EFFECTIVE MAINTENANCE & REPAIR PROGRAM.....	22
X.	RECORD KEEPING AND REPORTING REQUIREMENTS.....	24
XI.	ENERGY CONSERVATION.....	26
XII.	TENANT MANAGEMENT RELATIONSHIP.....	28
XIII.	TERMINATION OF LEASES AND EVICTIONS.....	30
XIV.	GRIEVANCE PROCEDURE.....	33
XV.	SECURITY SERVICING.....	38
XVI.	ATTACHMENTS.....	40

Attachment A: Form 3560-30, Certification of Interest

Attachment B: Waiting List

Attachment C: Move-in Inspection

Attachment D: Occupancy Guidelines Rule

Attachment F: Pet Rules

I.

ROLE AND RESPONSIBILITY OF OWNER AND DELEGATIONS OF AUTHORITY

LAREDO HOUSING AUTHORITY

FARM LABOR HOUSING

MANAGEMENT PLAN

I. ROLE AND RESPONSIBILITY OF OWNER AND DELEGATIONS OF AUTHORITY

- A. The Housing Authority of the City of Laredo will manage and operate 48 housing units under USDA's Farm Labor Housing. The Housing Authority Board of Commissioners will represent the owner and their responsibility will be implementation. All policies and procedures regarding management activities shall be established by the Governing Body of the Housing Authority in conformance with USDA Rural Development. The Housing Authority shall at all times provide equal opportunity in tenant selection and employee hiring and comply with any Federal, State, or Local Fair Housing Law prohibiting discrimination in housing or employment on the grounds of race, color, religion, sex, familial status, national origin, or handicap. The Housing Authority will also comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975 as they related to multi-family housing programs and employment
- B. The Housing Authority of the City of Laredo, Texas which was created by the City of Laredo consists of five Commissioners appointed by the Mayor of the City of Laredo for two-year periods on staggered terms. The Housing Board elects annually, from its membership, a Chairman, a Vice Chairman, and a Secretary (who shall be the Executive Director), who is the Chief Administrative employee, is charged with administering the policy of the Board and the operations of the Authority's housing project. The Executive Director will supervise the Project Manager for the Farm Labor Housing, who will be responsible for the day to day operations of the project.
- C. The Executive Director will consult with the Governing Board for any purchase in excess of \$15,000.00. The Executive Director or Designee maintains an accounting of receipts and expenditures which will be presented to the Governing Board at their regular meetings.
- D. The Executive Director and the Project Manager will keep abreast of all FHA guidelines covering family size and needs as they relate to unit size.
- E. The contact person for the owner will be the Laredo Housing Authority's Board Chairman's power will be limited, and the Board's majority vote will be the determinant factor. As Chairman of the Board, he/she will offer guidance and leadership to the rest of the governing body but will hold one individual vote as will each other Board member. The Executive Director will be solely responsible for the management of the project.
- F. The duties and responsibilities of each staff member will be listed and will be clearly defined so as not to overlap. These duties and responsibilities will be fully covered in a later section and also in the management for the management staff.

II
PERSONNEL POLICY AND STAFFING REQUIREMENTS

II. PERSONNEL POLICY AND STAFFING REQUIREMENTS

- A. The Personnel Policy designates the Board of Commissioners as the governing body which will interview and hire the Executive Director. The hiring shall be done after the position has been advertised locally for at least two weeks. All other staff personnel will be done in conformance with the equal opportunity requirements.
- B. The Housing Authority shall employ the following persons to carry out the business operation of the rental facilities.
 - 1. Executive Director
 - 2. Project Manager
 - 3. Maintenance Foreman
- C. Duties and Responsibilities of Personnel Staff.
 - 1. The Executive Director will be responsible for performing the following duties:
 - a. Employment, promotion, demotion and dismissal of all personnel;
 - b. The total operation and efficiency of the Project;
 - c. Preparing and addressing the agenda for Board meeting;
 - d. Preparing and controlling budgets for operations;
 - e. The welfare and safety of project tenants;
 - f. Consulting and assisting special problem families;
 - g. Administering, recording and complying with USDA Rural Development policies;
 - h. Contracting with other agencies for services as necessary;
 - i. Management approval for and making all equipment purchases;
 - j. Arranging for annual audits of the Housing Authority;
 - k. Working with and assisting Maintenance Foreman and office Manager.
 - 2. The Project manager will be responsible for performing the following duties:
 - a. Determine tenant eligibility, selection, tenant certification, re-certification, enforcement of rule procedures & policy, rent and utility allowance changes, budgets, property inspections;
 - b. Rent collection, keeping regular books of accounts showing receipts and expenditures and rendering financial and progress reports as requested or required under rules and regulations;
 - c. Reconciliation of bank accounts at the end of the month;
 - d. Assisting the Director with Social Security tax reports and payments;
 - e. Assisting the Director in maintaining insurance register and proper records of the Authority's property and equipment;
 - f. Reporting to the Executive Director any unusual items which may be encountered;
 - g. Supervise the duties and responsibilities of the office personnel.

3. The Maintenance Foreman of the project shall be responsible for and carry out the following functions;
 - a. Maintaining of dwelling and non-dwelling units in good quality standards;
 - b. Overseeing the upkeep of grounds and maintaining in good working order;
 - c. Keeping streets repaired and in safe condition;
 - d. Maintaining utility systems of electricity, water, gas, and sewer in buildings and on grounds in proper working condition;
 - e. In emergencies, making off-duty calls;
 - f. Reporting to the Executive Director any unusual problems, which may arise or be encountered.
- D. Compensation for management personnel staff will be as set out by the Management Agreements with each staff member. This agreement will be revised periodically as the need arises.
- E. The Executive Director will be responsible for providing training and familiarizing all employees with their job-related responsibilities and applicable USDA Rural Development Multiple Housing Management Handbook. Employees will also receive “on-the-job” training from other employees and management members. Employees will be sent to training meetings whenever possible, sponsored by USDA Rural Development personnel and the Texas Rural Rental Housing Association.

III
**PLANS AND PROCEDURES FOR MARKETING UNITS AND ACHIEVING AND MAINTAINING FULL
OCCUPANCY AND AFFIRMATIVE MARKETING**

III. PLANS AND PROCEDURES FOR MARKETING UNITS AND ACHIEVING AND MAINTAINING FULL OCCUPANCY AND AFFIRMATIVE MARKETING

- A. When available, all dwelling units will be advertised as pursuant to the Affirmative Fair Housing Marketing Plan submitted and approved by USDA Rural Development on HUD Form 935.2A. Marketing will begin 90 days prior to completion of the project, observing all requirements of the Plan. The development will be advertised by signs at the site, newspapers, local radio stations, television stations, posting notices in churches, and with local farm labor organizations.
- B. Affirmative Fair Housing Marketing practices will be used to solicit tenants when no eligible tenants are pending on the waiting list, by the following methods:
1. Display of the "And Justice for All" poster at the main office;
 2. Display at the "Equal Opportunity" poster at the main office;
 3. Advertising through use of local newspapers and Educational institutions geared at the reaching of low-income and minority persons, such as, but not limited to:

Organization	Name of Contact	Email Address
a. El Mañana	Melissa Urteaga	melissa@elmanana.com.mx
b. Laredo Public Library	Maria G. Soliz	mgsoliz@laredolibrary.org
c. Laredo Morning Times	Rosie Camacho	rcamacho@lmtonline.com
d. KGNS	Ale Salinas	alexandra.camacho@kgns.tv
e. KVTU	Danny Martinez	dmartinez@entravision.com
f. UISD	Griselda Rodriguez	grirodriguez@uisd.net
g. LISD	Veronica Castillon	vcastillon@laredoisd.org
h. MET	Margaret Moke T.	laredo@metinc.org
i. Facebook	https://www.facebook.com/LaredoHousingAuthority/	
j. Website	http://larha.org/	

4. Contacts with community special interest groups will also be made when units are available. Some of these groups will be:
 - a. Texas Migrant Council
 - b. South Texas Development Council
 - c. CCA Department of MHMR, Laredo Migrant Council
 - d. Churches
 - e. School Districts
5. Brochures and descriptive leaflets will be distributed to the listed contacts and to all other interested parties who may contact the Authority for more information. Notices will be posted and distributed in the market area. At a minimum, and regardless of vacancy rates, LHA will advertise at least once a year in print.
6. The approved AFHMP will be available for public inspections at the Housing Authority's office. Records will be maintained at each office reflecting efforts in fulfilling the plan and these records will be made available for reviews by the USDA Rural Development personnel.

- C. All persons responsible for rental of dwelling units will be instructed in the procedures and requirements of the Affirmative Fair Housing Marketing Plan and in actions necessary to carry out the plan in promoting equal housing opportunity.
- D. When a prospective tenant inquires (by telephone, letter, or visit) concerning the availability of rental unit, the Housing Authority agent will place the prospect's name chronologically on an inquiry list. THIS LIST WILL NOT ESTABLISH ANY PRIORITY. When a prospective tenant files an application for occupancy, the Housing Authority will place the prospect's name chronologically on the appropriate waiting list. Initial eligibility is determined based on the information provided by the applicant for future contact by mail or telephone.

Throughout the year, purge letters may be mailed to applicants to ask about their continued interest in our program. If applicants do not respond or are no longer interested, the application will be removed from the waiting list.

Each list by category will be available for inspection. When prospective tenants are first assigned to the waiting list, they will be notified of the category to be assigned to their application. The Housing Authority will establish a procedure for purging the inquiry and waiting list periodically of prospective tenants who are no longer interested in occupancy. The Housing Authority will inform each prospective tenant of this procedure and any actions they must take to maintain their priority position on the waiting list. When the name is removed from the waiting list, the prospective tenant will be informed in writing at their last known address. The letter will include appeal rights under USDA Rural Development Grievance and Appeals Procedure. After the potential tenant has submitted all required forms and information and additional information is required, the Housing Authority will notify the applicant within 10 days of the items needed to complete a review of the eligibility. The application file will be documented on action taken. The Housing Authority may postpone verification of eligibility for new applicants when the project has few or no vacancies and there are sufficient active applicants determined eligible to fill expected vacancies.

- E. Prior to occupancy, the Manager and the prospective tenant will together inspect the unit to be occupied and agree on any repairs needed. A "Move-in Inspection Report" will be utilized for this purpose. Any deficiency noted in the inspection will be noted in this report. This report will be signed by both management and the tenant and a copy will be retained by each.
- F. The Project Manager will have an initial orientation session with new tenants. The dwelling lease and the rules for occupancy will be explained to the tenants. Proper care of appliance and equipment will also be explained.
- G. The Project Manager will be responsible for the selection of tenants. This selection is subject to review by the Executive Director.

IV
DETERMINING TENANT ELIGIBILITY AND CERTIFICATION OF INCOMES

IV. DETERMINING TENANT ELIGIBILITY AND CERTIFICATION OF INCOMES

- A. Applicants for this project will be kept at the Administrative Office together with the other records relative to the project. The applicants will be kept by bedroom sizes required by applicant. Applications will be considered completed when the following information is provided:
1. Name and present address;
 2. Household income and eligibility income information is verified and certified;
 3. Age and number of household members;
 4. Handicap status, if applicable;
 5. Race or ethnic group and sex designation, requested on a voluntary basis for statistical purposes only.
- B. The Project Manager has the prime responsibility for determining eligibility, certifying and recertifying incomes and the selection of the tenants.
- C. The Project Manager and any other staff persons who will be involved in the operations of the project will be required to receive proper training in USDA Rural Development rules and regulations. The Executive Director, who has been fully certified as Public Housing Manager, will provide sufficient training to the Project Manager to assure comprehension of all requirements.
- D. The following Occupancy Standards will be followed to avoid over house or under house. Such standards may be waived when necessary to house families of urgent need or unusual family composition. These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons.

<u>Bedroom size</u>	<u>Minimum Persons</u>	<u>Maximum Persons</u>
1	1	2
2	2	4
3	3	6
4	4	8

In determining the bedroom size, LHA will include children who are in the process of being adopted, children whose custody is being obtained, children whose parents' share custody at least 50% of the time, children who are temporarily away at school or temporarily in foster care.

Bedroom size will also be determined using the following guidelines:

1. Every person, regardless of age, is to be counted as a person;
2. Children of the opposite sex, both under the age of 3, will share a bedroom;
3. Adult and children will not be required to share a bedroom. However, an infant may occupy the parents' room until age of 3;
4. Foster adults and children will be required to share a bedroom with family/household members;
5. Persons of different generations, persons of the opposite sex (other than spouses or significant others), and unrelated adults should not be required to share a bedroom;
6. Live-in aides will get a separate bedroom;
7. An elderly dependent residing with a family may have a separate bedroom;
8. A separate bedroom will be allowed for any person who can provide a physician's certification that is a medical necessity. Management may assign a larger or smaller unit that the household needs if all the following conditions are met;

9. No household, otherwise eligible and having the number of members appropriate to the unit, is available to occupy the unit and Management has made a diligent effort to reach households who qualify for the unit;
 10. The tenant agrees to transfer to the first appropriate size unit if and when it becomes available.
- E. Applicants who submit a complete application will be notified in writing that he or she has been selected, rejected or placed on a waiting list.

If any information that is necessary for eligibility becomes older than sixty (60) days, the information will have to be re-verified.

- F. Tenant eligibility determination will be made as follows:
1. Except for migrant farm work tenants, tenant/applicant will certify on their application that the unit they will occupy is/will be their permanent residence.
 2. Tenant/applicant will certify that they do/will not maintain a separate subsidized rental unit in a different location.
 3. Tenants will be domestic farm laborers meeting the eligibility criteria for Farm Labor Housing including income.
 4. Former domestic farm laborers may continue occupancy of a unit after retirement or after becoming disabled if the farm laborer was an eligible tenant living in the project prior to the event.
 5. Surviving members of a domestic farm laborer household may continue to occupy only when they meet the definition of a domestic farm laborer.

G. INELIGIBLE TENANTS (AND FORMERLY ELIGIBLE TENANTS)

In the event that vacancies exist in the development and there are no eligible agricultural workers or families of the appropriate size on the waiting list to fill those vacancies, units may be leased for up to one year to ineligible families after which the lease must convert to a monthly lease. The monthly lease must require that the unit be vacated when an eligible prospective tenant is available and the ineligible tenant will then be given 30 days to vacate. Ineligible tenants shall sign a waiver indicating they understand the terms of occupancy. If it is necessary to rent units to ineligible tenants, permission to do so must first be obtained in writing from the USDA RD-Rural Development State Office.

In the case of formerly eligible tenants (those who no longer meet agricultural worker criteria, occupancy standards, etc.) who are not eligible for other units that may be owned and operated by LHA, will be given 30 days to vacate or until the end of the term of their dwelling lease, whichever is longer, to vacate. If vacating the unit in the time period prescribed creates an undue hardship on the family, permission to continue occupancy for a reasonable period of time may be obtained from the local USDA RD-Rural Development Office. If, however, there is not an eligible applicant on the waiting list available for occupancy, the formerly eligible tenant may remain until there is an eligible tenant on the waiting list available to occupy the unit. At that time the formerly eligible family will receive a notice, giving them 30 days to vacate the unit.

V
TENANT LEASING POLICIES

V. TENANT LEASING POLICIES

- A. Applicants determined ineligible will be notified in writing of the specific reason for rejection. The notice will outline the applicant's rights under USDA Rural Development Tenant Grievance and Appeals Procedure. When the rejection is based on information from a Bureau of Credit, the source of the Bureau will be revealed to the applicant in accordance with the Fair Credit Reporting Act. Some reasons for rejection of applicants may be as follows:

1. A history of unjustified and chronic nonpayment of rent and financial obligation;
2. A history of violence and harassment of neighbors;
3. A history of disturbing the quiet enjoyment of neighbors;
4. A history of violations of the terms of previous rental agreements such as destruction of a unit or failure to maintain a unit in a sanitary condition;
5. Rejection on arbitrary basis will be prohibited;
6. Rejected applicants will be kept on file by the Housing Office until a compliance review has been conducted by USDA.

Applicants determined eligible will be selected on a first-come first-serve basis according to the chronological order of each list or by chronological order of each income group identified on a master waiting list. If the applicant cannot accept the unit at that time, the reason for not accepting the living unit will be documented. The applicant's name will be removed from the waiting list unless it is determined that a hardship exists for reasons such as health problems, in which case the name will remain on the list. An applicant whose name has been removed from the waiting list may reapply. When there are no applicants on the waiting list for the size or type of vacant unit, a name may be selected from the waiting list of another size and/ or type of unit according to date order of application on the master waiting list. The tenant must agree to transfer to the first correctly sized unit, if and when it becomes available, and pay all costs associated with the subsequent move.

When a designated handicapped unit is being occupied by a non-handicapped person or family, as defined in USDA Instruction 1930-C, and another suitable sized vacant non-handicapped unit becomes available in the project; then the non-handicapped person or family agrees to vacate the handicapped unit within 30 calendar days of request, and move, at their own expense, to the other suitable sized vacant unit in the project.

Separate tenant files will be maintained for each tenant. The file will include items, such as application, income verification forms, lease agreements and attachments, inspection reports for move-in and move-out, correspondence and notices to the tenant, and any other necessary information. The income verification, tenant eligibility certification and recertification information will be retained for at least 3 years after the tenant has moved out.

- B. Personnel responsible for leasing the units will be thoroughly trained and knowledgeable on USDA Rural Development required lease clauses and prohibited lease clauses. The Housing Authority is a member of the Texas Rural Rental Housing Association and thus will utilize approved Lease Agreements.
- C. The rules for occupancy will be made a part of the Lease Agreement and are attached to this plan. All tenants will receive a copy of these rules and they will also be posted on the project's office bulletin board.
- D. All efforts will be made for properly explaining the lease to tenants who do not speak English. The Housing Authority will assess the tenants, and, if needed, will get the Lease Agreement and rules translated.

VI.
REASONABLE ACCOMMODATIONS

VI. Service Policy/Reasonable Accommodations

- A. The Housing Authority policies and practices are designed to provide assurances that all persons with disabilities will be provided reasonable accommodations so that they may fully access and utilize the housing programs and related services. Examples such as changing water faucets, kitchen equipment, doorknobs, assigning handicap parking spaces.
- B. The Housing Authority will identify and eliminate situations and/or procedures that create barriers to equal housing opportunity for all. In accordance with Section 504, and the Fair Housing Amendments Act of 1988, the Housing Authority will make structural modifications to its housing and non-housing facilities and make reasonable accommodations or combinations of structural modifications and reasonable accommodations, provided that the modifications can be accomplished without undue financial and/or administrative burden. If providing a requested modification results in a fundamental alteration in the nature of the program or an undue financial/administrative burden, the Housing Authority need not provide that accommodation. However, the Housing Authority is required to provide any other accommodation that would not result in undue financial and/or administrative burden or fundamental alteration of the program.
- C. Requests for reasonable accommodation from persons with disabilities may be presented to an employee of the Housing Authority. The request may be written, verbal or presented in another understandable manner. The Project Manager receiving the request will deliver the request to the occupancy staff person assigned to the applicant/resident or other designated staff who are authorized to process that request and seek verification of the need for the accommodation. The accommodation will be granted upon receipt of third-party verification that the accommodation meets the need presented by the disability and does not result in substantial alteration of the program or create an undue financial or administrative burden on the Housing Authority. Should the request be denied, an applicant may request an informal meeting to appeal the decision and a resident may request a hearing under the Housing Authority Grievance Procedures.
- D. Reasonable accommodations will be made for persons with a disability who requires an advocate, accessible offices, or alternative locations for making the application, including their home or a service agency. A designee will be allowed to provide some information, but only with the permission of the person with the disability.
- E. All Housing Authority mailings will be made available in an accessible format upon request as a reasonable accommodation.
- F. In response to a request for a reasonable accommodation, a housing provider may request reliable disability-related information that (1) is necessary to verify that the person meets the Act's definition of disability (i.e., has a physical or mental impairment that substantially limits one or more major life activities, (2) describes the needed accommodation, and (3) shows the relationship between the person's disability and the need for the requested accommodation.
 - 1. A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may also provide verification of a disability. In most cases, an individual's medical records or detailed information about the nature of a person's disability is not necessary for this inquiry.

2. Once a housing provider has established that a person meets the Act's definition of disability, the provider's request for documentation should seek only the information that is necessary to evaluate if the reasonable accommodation is needed because of a disability. Such information must be kept confidential and must not be shared with other persons unless they need the information to make or assess a decision to grant or deny a reasonable accommodation request or unless disclosure is required by law (e.g. a court-issued subpoena requiring disclosure). (Department of Justice and HUD joint statement, May 17, 2004).
- G. The Housing Authority will make a reasonable effort to provide accessibility to an individual with a long term, but temporary disability that limits their mobility or other major life activities. In such cases, their lease will specify that they will be required to relocate to another unit when the need for the accessibility features is no longer required. The temporary nature of the disability and the approximate length of time of the disability will be verified through a qualified health or services professional.
 - H. The Housing Authority will not permit these policies to be subverted to do personal or political favors. The Housing Authority will not offer units in an order different from that prescribed by this policy, since doing so violates the policy, Federal law, and the civil rights of the other families on the waiting list.
 - I. The Housing Authority will also provide reasonable accommodation in order to ensure equal access to the programs during the admissions with the Housing Authority. These accommodations may include but are not limited to:
 1. Mail application to the applicant;
 2. Hand delivers and takes application at family home/hospital/convalescent home, etc.;
 3. Accept applications on behalf of disabled applicants from social service agencies which serve the disabled.

VII
RENT COLLECTION POLICIES

VII. RENT COLLECTION POLICIES

- A. The rent collection policy for the development will be firm, yet understanding application of a system of reminders and counseling, which, if unsuccessful in securing rent payment, will result in eviction proceedings. All rents for the dwelling units are payable in advance at the office of the Housing Authority on the first calendar day of the month. Any lease which is executed between the first days through the last day of the month will have the rent prorated for the number of days in the month. Rents not fully paid on or before the fifth day of the month will be considered delinquent. If all rent is not paid by the 5th of the month, a late fee of \$25.00 will be charged. The Housing Authority will consider the circumstances causing the late payment before assessing any penalty.
- B. Payment of rents will be made to the Housing Authority at their respective project office. These offices will be open Monday through Friday between the hours of 8:00 AM through 12:00 PM and 1:00 PM through 5:00 PM, except by authorized personnel. Rent receipts will be issued to the tenants.
- C. There are no provisions for after-hours depositing. All rents will be collected as specified in Section VI, B above.
- D. All rental payments will be recorded on the tenant's individual ledger card and transferred monthly to the general ledger under income received.
- E. All tenants will be required to make a security deposit payment of \$100.00 at time of admission. Security deposits will be handled in accordance with any state or local laws governing tenant security deposits. Security will be deposited in a separate account at a federally insured institution. These funds will be held in trust for the respective tenants until used as outlined in the Security deposit Addendum. If these funds are placed in an interest bearing account, any interest earned will accrue to the general operating account and used as income for the project.

VIII
REQUESTING AND IMPLEMENTING A RENT INCREASE

VIII. REQUESTING AND IMPLEMENTING A RENT INCREASE

- A. The Housing Authority will be guided by USDA Rural Development Instruction 1930-C, Exhibit C, when implementing a rent change. This rent change request must be submitted only after cost(s) incurred demonstrate a need. Rental rates will not be changed without USDA's written consent.
- B. All efforts will be made to have the effective date of needed rent changes coincide with the start of the fiscal year. Request will normally be submitted 60 days prior to the end of the fiscal year. All rent change requests will be adequately documented to justify the change. The following information will be submitted to the District Director.
 - 1. Facts demonstrating need and justification;
 - 2. A new operating budget for the fiscal year showing:
 - a) Currently approved budget at old rents;
 - b) Actual income and expense to date;
 - c) Proposed budget at proposed new market rents;
 - 3. A new energy audit if existing audit older than 5 years;
 - 4. Any other information the borrower believes necessary;
 - 5. Current tenant qualifications.
- C. After the Housing Authority and the District Director review the tenant change application, the Housing Authority will notify all affected tenants of any proposed rent change using the format of Exhibit C-1 of the Management Handbook. This notice will give tenants a 20 day comment period where they will have an opportunity to inspect copy and make a written comments or objections. All affected tenants will be notified at least 10 days prior to the anticipated effective date of the rent change.
- D. Rent changes which are caused by increases in operating cost for taxes and utilities, which are beyond the borrower's control may be implemented with any USDA prior review.

IX.
CARRYING OUT AN EFFECTIVE MAINTENANCE & REPAIR PROGRAM

IX. CARRYING OUT AN EFFECTIVE MAINTENANCE & REPAIR PROGRAM

- A. The projects as-built plans and specifications will be kept at the main office for the Housing Authority. The Executive Director will be responsible for getting them updated when project modifications are made.
- B. Plans and policies for inspections, effective maintenance and repair will be modified periodically as needed to help keep a good image for the project, help minimized vacancies, and help preserve the project. The following types of maintenance will be implemented:
 - 1. Responsive Maintenance includes all maintenance task performed in response to either request for service from tenants or unplanned breakdowns.
 - 2. Routine Maintenance or short-term type will include regular maintenance task of the project that can be pre-scheduled or planned for, based on equipment availability and property characteristics. Janitorial tasks are performed on a regular basis to maintain the appearance of the project and to prevent an accumulation of debris and subsequent deterioration.
 - 3. Preventative Maintenance includes regular checking and servicing of equipment and systems will be done as required by service information.
 - 4. Long Term Maintenance includes major repairs that do not normally occur. The Housing Authority will request permission to use reserve funds to pay for these expenses when they occur. The use of funds from the reserve account must be pre-approved by USDA Rural Development.
 - 5. Inspection Maintenance is maintenance inspections performed periodically to discover problems before crisis situation develops.
 - 6. Move-In inspection will be made by the tenant and the Housing Authority prior to the unit being occupied. A written inspection report will be prepared and a copy retained in the tenant's file.
 - 7. Move-Out Inspection will be scheduled with the tenant when the Housing Authority becomes aware that the tenant is moving out.
 - 8. Periodic inspection will be made at least annually.

X.
RECORD KEEPING AND REPORTING REQUIREMENTS

X. RECORD KEEPING AND REPORTING REQUIREMENTS

- A. The Executive Director with the assistance of the Project Manager will be responsible for seeing that all reports required by USDA Rural Development are prepared and submitted in a timely manner. All reports required and outlined in Exhibits B-6, B-7 and B-8 of the USDA instruction 1930-C will be submitted when due to USDA District Office. The Executive Director will also be responsible to make any necessary corrections to reports which are returned for correction from USDA in a timely manner.
- B. The Housing Authority will maintain an adequate accounting system which will provide the financial information needed by the Project Manager to help plan and control the activities of the Project. The following accounts will be maintained for, so long as the loan obligations remain unsatisfied to the USDA.
 - 1. General Operation Account (GOA) – This will be a checking account maintained at the Falcon International Bank, Laredo, Texas member FDIC.
 - a) Deposits – All incomes and revenues, except security deposits, from the housing project, will be deposited into this account immediately upon receipt. Funds in this account will be used only as authorized, and until so used, will be held in trust for the Government as security for the loan obligations.
 - b) Disbursement – No later than the 15th of each month all actual, reasonable and necessary monthly expenses for the current and the ensuing month for operating and maintaining the project will be paid. Each month after the transfer of funds from the GOA to the Insurance Escrow Account as provided in Section 7, any balances remaining in the GOA, or so much as may be necessary, shall be applied to the next installment due to the loan.
- C. Separate tenant files will be maintained for each tenant. These files will be maintained for each tenant. These files will be retained for at least three years while the tenant is living in the unit and these records shall be maintained in a systematic manner.
- D. Tenant records subject to USDA review will be maintained on file at the office for the Housing Authority.

**XI.
ENERGY CONSERVATION**

XI. ENERGY CONSERVATION

- A. Tenant will be paying all utilities for their respective units with a utility allowance offered as approved by USDA. When tenants pay for the utilities they are more conscious of using excessive utilities thus conserving energy.
- B. The Housing Authority has developed this project with energy conservation features. The units have been designed with the following features:
 - 1. Properly oriented for shade control of exposed windows;
 - 2. Designed with the USDA's Thermal Performance Standards.
- C. The Housing Authority, in an effort to conserve energy, will discuss with the tenants, practices for energy, conservation any time it feels that the use of utilities are excessive. The Housing Authority will also make every effort in its day to day operation to conserve as much energy as possible.
- D. Prior to occupancy, all tenants will be instructed in energy conservation needs and practices.

XII
TENANT MANAGEMENT RELATIONSHIP

XII. TENANT MANAGEMENT RELATIONSHIP

- A. Prior to occupancy of the dwelling unit and signing of the lease, management will provide orientation to prospective tenants by adequately explaining and providing all the rules and regulations so that the tenants will understand the goals and objectives of the project. The following areas will be emphasized by Management to all tenants prior to move-in:
 - 1. The rights and responsibilities under the lease including the Tenant Grievance and Appeal Procedure;
 - 2. Rent payment policies and procedures;
 - 3. Policy on periodic inspection of units;
 - 4. Procedures for responding to tenant complaints;
 - 5. Maintenance request procedure;
 - 6. Services provided by Management;
 - 7. Office hours and emergency telephone numbers;
 - 8. Restrictions on storage and prohibition against abandoning vehicles in project area.
- B. Every effort will be made to see that a duly formed association of tenants is organized. Training will be provided in any and all guidelines and procedures for the proper management of the project.
- C. All personnel involved with the management of the Housing Authority will be trained and knowledgeable of USDA Rural Development and Appeal Procedures and also proper orientation of prospective tenants.

XIII.
TERMINATION OF LEASES AND EVICTIONS

XIII. TERMINATION OF LEASES AND EVICTIONS

- A. All personnel involved with the management of the Housing Authority will be knowledgeable with the procedures for lease terminations and evictions. All efforts possible will be made to avoid force termination of leases and evictions for cause will be as follows:
- B. The Housing Authority will not terminate or refuse to renew any tenant except upon material noncompliance with the lease or for other good cause. Any termination or refusal to renew tenancy will be grounded on any of the following causes:
 - 1. Material noncompliance with the lease;
 - 2. Non-eligibility for tenancy;
 - 3. Action or conduct of the tenant which disrupts the livability of the project, adversely affects the health or safety of any person, or the right of any tenant to the quiet enjoyment of the leased obligations and related project or has an adverse financial effect on the project
- C. Material noncompliance with the lease includes one or more substantial violations of the lease or repeated minor violations of the lease that affect others. Also, repeated nonpayment of rent or any other financial obligations of the lease beyond any grace period constitute material noncompliance.
- D. The Housing Authority will use forbearance in eviction of tenants when the tenant is experiencing rent overburden for nonpayment of rent and rental assistance has been applied for and not immediately available.
- E. The Housing Authority will notify tenants of the conduct that will constitute a basis for termination.
- F. All personnel involved with the management of the Housing Authority will be knowledgeable in all USDA Rural development requirements regarding the notification that must be given to a tenant when termination of the lease or eviction is proposed. All notices for intent to terminate the tenancy will be handled as per USDA Rural Development instruction 7CFR and as follows:
 - 1. The Housing Authority and the tenants will attempt to settle all disputes through informal meeting without resorting to a hearing process.
 - 2. The Housing Authority will notify applicants or tenants in writing, by certified mail, of any adverse action which results or may result in a denial of admission to occupancy or eviction, and give them the specified reasons for the proposed action. This notice will also advise the tenants or applicants of his/her their right to respond to the notice 10 calendar days after the receipt and of their right to a hearing.
 - 3. If within 10 days of receipt of the notice the tenant or applicant presents to the Housing Authority orally or in writing, any grievance or response to the Housing Authority's notice of proposed adverse action, the Housing Authority will prepare a written summary of any discussion of the informal meeting. Copies of this summary will be provided to the tenant or applicant, the USDA District Director, and one will be retained by the Housing Authority.
 - 4. Applicants or tenants will have the right to submit to the Housing Authority a written request for a hearing within 10 days after receipt of the summary of any informal meeting. This written request will specify:
 - a) The reasons for the grievance or contest of the Housing Authority's proposed action; and
 - b) The action or relief sought.

5. If at the time of a hearing request the Housing Authority has no standing hearing panel, the Housing Authority and the tenant or applicant will agree on a hearing officer who is willing to render his/her services without compensation. If the Housing Authority and the tenant or applicant cannot agree on a hearing officer, each shall appoint a member to a hearing panel and the members selected shall select a third member. The hearing officer or panel will have the authority to reserve the Housing Authority's decision.
6. A hearing will be scheduled within 15 days after receipt of the tenant's or applicant's request for a hearing at a time and place mutually convenient to both parties. If the parties cannot agree on a meeting place or time, the hearing officer or panel will designate the place or time. Failure to request a hearing within the specified time will constitute a waiver of the tenant's or applicant's rights.
7. If the tenant's continued occupancy constitutes a threat to the health and safety of other tenants or management, or the tenant waives his/her rights under the Tenant Grievance Appeal and Procedure, eviction should be accomplished in accordance with State law.

**XIV
GRIEVANCE PROCEDURE**

XIV. GRIEVANCE PROCEDURE

A. APPLICABILITY

This procedure shall be applicable to all individual tenant grievances or disputes concerning the obligations of the tenant or the Housing Authority with respect to the tenancy, tenant grievances or complaints concerning Housing Authority termination of occupancy and eviction action for nonpayment of rent and/or other required payments. This procedure shall not be applicable to disputes between tenants not involving the Housing Authority or to class grievances, such as rent strikes. This procedure is not intended to provide an administrative forum for initiating policy changes.

B. COMPLAINT AND GRIEVANCES

1. Complaint is defined as any tenant (or applicant) whose rights, duties, welfare or status is or may be adversely affected by Housing Authority action or failure to act and who files a grievance or complaint with the local Housing Authority with respect to such action or failure to act.
2. Grievance or Complaint is defined as any dispute with respect to Housing Authority action or failure to act in accordance with Lease requirements, or any Housing Authority action or failure to act involving interpretation or application of the Housing Authority's regulations, policies or procedures which affects the rights, duties, welfare or status of the complainant.

C. PROCEDURE PRIOR TO A HEARING

1. Informal Settlement of Grievance or Complaint. Any grievance or complaint must be personally presented, either orally or in writing, to the Housing Authority project office in which the complainant resides so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared and the summary shall specify the names of the participants, date of the meeting, the nature of and proposed disposition of the complaint, and the specific reasons therefor, and must specify the procedures by which a hearing may be obtained, if the complaint is not satisfied. The summary to each complaint shall be dated and signed by the Housing Authority Project Office Manager, or other appropriate official and shall be delivered or mailed to the complaint within five working days. A copy of the summary shall be filed with the complaint in the appropriate project office. The summary shall specify:
 - a. The names of the participants and date of meeting.
 - b. The nature of and proposed disposition of the complaint and the specific reasons therefor;
 - c. If not satisfied with the summary, the right of the complaint to a hearing; and
 - d. The procedure by which a hearing may be obtained.

D. WRITTEN REQUEST

If the complaint is dissatisfied with the informal settlement of grievance or complaint as stated in the Project Manager's or other Housing Authority official's summary, he may submit a written request to the Housing Authority or project management office, for a hearing. This written request shall be made within 10 days of the date of the answer to his complaint above. The written request for a hearing must be date-stamped and filed in the appropriate Housing Authority or project management office along with the complaint and summary. The written request shall specify:

1. The particular ground(s) for the grievance; and
2. The action or relief sought.

E. Other Procedures Prior to Hearing

1. Escrow Deposit. If the complaint involves rent or other required payments, which the Housing Authority claims are due, the complainant shall deposit the amount in dispute in an escrow account before a hearing is scheduled. This requirement may be waived in extenuating circumstances by the Housing Authority. Failure to make such deposit shall not constitute a waiver of complainant's right to contest the Housing Authority disposition of his complaint in any appropriate judicial proceeding.
2. Scheduling of hearing. A hearing shall thereupon be scheduled for a time and place reasonably convenient to the complainant who shall be notified thereof in writing. The notice of the hearing shall specify the procedure governing the hearing as stated in Paragraph G.
3. Pre-hearing determination. The Hearing Panel may determine that the issues raised in the complaint have already been decided in favor of the Housing Authority in another complaint based on essentially the same facts. In such case, the complainant and the Housing Authority shall be notified of such determination by the panel and the Housing Authority shall be free to act in accordance with the deposition of the prior complaint, and the complainant may seek appropriate relief.
4. If the complainant neither does nor request a hearing within 10 days allowed in Subsection 2b above, he waives his right to the hearing, and the Housing Authority's proposed disposition of the grievance will become final. This shall not, however, constitute a waiver of the complainant's right thereafter to contest the Housing Authority's disposition of his grievance in an appropriate judicial proceeding.

F. Composition and Selection of the Hearing Panel

The hearing Panel shall consist of three members; one selected by the tenant Body to serve on a rotating basis from a list of ten tenants elected for a period of one year by the tenant body; one appointed by the Housing Authority; and one impartial and disinterested member (together with an alternate) chosen by the other two Hearing Panel members. The Chairman of the hearing Panel shall be the impartial and disinterested member of the Panel. At least two votes shall be required for any decision by the Panel.

1. The impartial or disinterested member of the Panel must not be an officer or an employee of the Housing Authority or any of its projects, nor a tenant of the Housing Authority.
2. The term of all members is one year. Vacancies in the tenant member list shall be filled by elections.
3. There shall be no relatives of the complainant on the Panel which hears his complaint; nor shall any Housing Authority officer or employee whose duties and responsibilities involve him in any way with the grievance at issue, sit as a member of the Hearing Panel for that particular hearing.
4. The Housing Authority shall provide reasonable reimbursement for out-of-pocket expenses for attendance at meetings by Non-Project paid Panel members.

G. THE HEARING

1. The parties shall be entitled to a fair hearing before the Hearing Panel and may be represented by counsel of another person chosen as a representative.
2. The hearing shall be private unless the complainant requests and the Hearing Panel agree to a public hearing. This shall not be construed to limit the attendance of persons with a valid interest in the proceedings.
3. The complainant may examine before the hearing and, at his expense, copy all documents, records and regulations of the Housing Authority that are relevant to the hearing. Any document not made available, after request therefor by complainant, may not be relied on by the Housing Authority or the project management at the hearing. The complainant may request, in advance and at his expense, a transcript of the hearing
4. If a complainant fails to appear at a hearing, the panel may postpone the hearing for five working days, or may make a determination that the complainant has waived his right to the hearing. Such a determination shall not constitute a waiver of complainant's right to thereafter contest the Housing Authority's disposition of his grievance in an appropriate judicial proceeding.
5. At the hearing the complainant must make a prima facie case and then the burden of proof is on the Housing Authority or project management to justify the action or inaction proposed by it in its answer to the complaint. The complainant may present evidence and arguments in support of his complaint, controvert evidence relied on by the Housing Authority or project management, and confront testimony or information the Housing Authority or project management relies. Hearings conducted by the Hearing Panel shall be informal, and any oral or documentary evidence, as limited however, to the facts and issues raised by the complaint and answer, may be received by the Hearing Panel without regard to whether that evidence would be admissible under rules of evidence employed in judicial proceedings.

H. DECISIONS OF THE HEARING PANEL.

1. The decision of the hearing panel shall be based solely and exclusively upon facts presented at the hearing and upon applicable Federal and State law, and Federal Housing Authority regulations and requirements. The decision of the Hearing Panel shall be binding on the Housing Authority which shall take all actions necessary to carry out the decision or refrain from any action prohibited by the decision unless the Housing Authority determines within a reasonable time that the decision of the Hearing Panel is not within its authority or is contrary to applicable Federal, State, or local law, HUD regulations and requirements of the Annual Contribution Contract between HUD and the Housing Authority, as explained below.
2. If both parties agree to prepare a proposed decision to the Hearing Panel, each party shall submit the same to the Hearing Panel for its consideration.
3. The Hearing Panel shall prepare its written decision, including a statement of findings and conclusions; as well as the reasons or basis therefor, upon all material issues raised by the parties. This shall be done within a reasonable time after the date of the hearing. Copies thereof shall be mailed or delivered to the parties and/or their representatives.

4. The written decision of the Hearing Panel, with all names and identifying references deleted, shall be maintained in file by the Housing Authority and made available for inspections by a prospective complainant or his representative.
 5. If the decision is in favor of the complainant, the Housing Authority shall notify the complainant in writing within 30 days that the Hearing Panel has acted arbitrarily or exceeded its authority. In such event the Hearing Panel's Decision may be judicially reviewed.
 6. Any judicial decision or related settlement pertaining to the decision of the Hearing Panel shall also be maintained on file by the Housing Authority and made available for inspection.
- I. APPEALS FROM THE HEARING PANEL DECISION
- A decision by the Hearing Panel, which is in favor of the Housing Authority or project management and/or denies the complainant his requested relief in whole or in part, shall not constitute a waiver of, nor affect in any manner, whatever rights the complainant may have to a trial de novo in judicial proceedings which may thereafter be brought in the matter. In such judicial proceedings, the Housing Authority shall, by stipulation or other appropriate means, be limited to invoking against the complainant the grounds originally relied on by the complaint or grievance.
- J. NOTICE TO VACATE PREMISES
1. At the time of the private conference requirement by HUD Occupancy Handbook RHM 7465.1, the Tenant must be informed in writing of:
 - a. The specified reasons for the proposed eviction; and
 - b. His right to request a hearing upon the proposed eviction within five working days from the date of the conference.
 2. If the Tenant has requested a hearing on the proposed eviction and the Hearing Panel by its decision upholds the Housing Authority's or project management's proposal to evict, an action to regain possession may not be commenced until after the Tenant's right to use and/or occupy the premises has been terminated by lawful written notice to vacate except on complaints disposed of under sub-paragraph 3a of these procedures. Such notice to vacate may not be given prior to the date on which the Hearing Panel's decision upholding the proposed eviction is delivered or mailed to the Tenant. In no case may eviction occur prior to the termination date stated in the original notice.
 3. When such notice to vacate is given to the Tenant, he must be informed in writing that:
 - a. If he fails to vacate the premises within thirty days, appropriate legal action will be brought against him;
 - b. If suit is brought against him, he may be required to pay Court cost and attorney fees incurred;
 - c. If he chooses to contest the legal action, the Housing Authority or project management must prove that the reasons upon which it originally relied constituted good cause for eviction under the applicable law, rules and regulations.

XV
SECURITY SERVICING

XV. SECURITY SERVICING

- A. All personnel involved with the management of the Housing Authority will be knowledgeable regarding any and all USDA requirements for fidelity Bond Coverage. The Housing Authority will make sure that all officials and employees entrusted with the receipt, custody, and disbursement of its funds, be bonded. The amount of this bond will be at least equal to the potential gross project income for two months rental collection or the maximum amount of money in reserve and other special account, etc., whichever is greater.
- B. All personnel involved with the management of the Housing Authority will be knowledgeable regarding USDA's insurance requirements. The Housing Authority will maintain adequate fire and extended coverage for all dwellings. It will also maintain suitable Workman's Compensation Insurance for all its employees and adequate liability insurance. If feasible, it will also maintain flood insurance.

XVI.
Attachments

OWNER: _____

BY: _____

TITLE: _____

DATE: _____

As lender of insurer of funds to defray certain cost of the project and without liability for any payment hereunder the Farmers Home Administration hereby concurs with this plan.

FARMERS HOME ADMINISTRATION

By: _____

Title: _____

Date: _____

Attachment A: Form 3560-30, Certification of Interest

Position 3

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT
RURAL HOUSING SERVICE
CERTIFICATION OF NO IDENTITY OF INTEREST (101)

Applicant/Borrower Name:	Project Name:
Laredo Housing Authority of the City of Laredo	Aldo Tatangelo Farm Labor Housing
	Location: (Town, Country, State)
	Laredo, USA, Texas

IDENTITY OF INTEREST STATEMENT

An Identity of Interest occurs:

- (1) When there is any financial interest between the applicant/borrower and/or management entity and the supplying entity.
- (2) When one or more of the officers, directors, stockholders or partners of the applicant/borrower or management entity is also an officer, director, stockholder, or partner of the supplying entity.
- (3) When any officer, director, stockholder, or partner of the applicant/borrower and/or management entity has a 10 percent or more financial interest in the supplying entity.
- (4) When the supplying entity advances any funds to the applicant/borrower and/or management entity.
- (5) When the supplying entity provides or pays on behalf of the applicant/borrower and/or management entity the cost of any materials and/or services in connection with obligations under the management plan/management agreement.
- (6) When the supplying entity takes stock or any interest in the applicant/borrower and/or management entity as part of the consideration to be paid them.
- (7) When there exists or comes into being any side deals, agreements, contracts or understandings entered into thereby altering, amending, or canceling any of the management plan/management agreement documents, organization documents or other legal documents pertaining to the property, except as approved by the Agency.

I, Melissa Ortiz (please print name), hereby certify that I have read the identity of interest statement above and understand what the USDA, Rural Development, Rural Housing Service (herein referred to as the Agency), has determined constitutes an identity of interest. I further certify that NO identity of interest relationship exists.

I also hereby certify, under penalty of law*, and with knowledge that this information may be verified, that the information submitted is true and accurate. I further understand that failure to disclose any identity of interest to the Agency will also subject me to any administrative remedies available to the Agency. Such remedies may include suspension and debarment from participating in any Federal program.

I further understand and agree that I will complete an Identity of Interest Disclosure/Qualification Certificate if at any time my circumstances change, and an identity of interest relationship is formed.

Melissa Ortiz
Applicant/Borrower Signature

8/23/2017
Date

Applicant/Borrower Signature

Date

*Warning: Section 1001 of Title 18, United States Code provides: "Whoever, in any matter within the jurisdiction of the executive, legislative, or Judicial branch of the Government of the United States, knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact, makes any materially false, fictitious, or fraudulent statement or representation, or makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry shall be fined under this title or imprisoned not more than 5 years, or both."

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB number. The valid OMB number for this information collection is 0575-0189. The time required to complete this information collection is estimated to average 30 minutes 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.

Attachment B: Waiting List

Waiting List Summary

ALDO TATANGELO FARM LABOR HSNG
2201 SALTILLO
LAREDO, TX 78046

Report : Specific Unit Size Only
Sort : Standard RD/HUD Housing Compliant Sort

08/22/2017

4:52 pm

Page 1 of 1

WL No.	Application Date/Tm	Received Date/Tm	Head Applicant Name	Unit Size(s)	Income - Level	Needs Accessibility?	Contact Date/Tm	Rejected Date/Tm	Removal Date/Tm	Leased Date/Tm	Preference Type
1	12/15/2015 04:22 PM	12/15/2015 04:22 PM	Raymundo Sanchez	1BR	\$ 12,783 - RD Very Low	NO					None
2	06/28/2016 03:19 PM	06/28/2016 03:19 PM	Eduardo RAMOS	1BR	\$ 7,815 - RD Very Low	NO					None
3	08/22/2017 04:50 PM	08/22/2017 04:50 PM	Irma Trevino	1BR	\$ 10,176 - RD Very Low	NO					None
4	07/30/2015 02:26 PM	07/30/2015 02:26 PM	Yalitza Garcia	1BR	\$ 19,240 - RD Lower	NO					None
5	01/03/2017 01:03 AM	01/03/2017 04:11 PM	Eduardo Pedraza	1BR	\$ 17,727 - RD Lower	NO					None

Waiting List Summary

ALDO TATANGELO FARM LABOR HSNG
2201 SALTILLO
LAREDO, TX 78046

Report : Separate Lists by Unit Size [2BR]
Sort : Standard RD/HUD Housing Compliant Sort

08/22/2017

4:47 pm

Page 1 of 1

WL No.	Application Date/Tm	Received Date/Tm	Head Applicant Name	Unit Size(s)	Income - Level	Needs Accessibility?	Contact Date/Tm	Rejected Date/Tm	Removal Date/Tm	Leased Date/Tm	Preference Type
1	07/11/2017 03:00 PM	07/11/2017 03:49 PM	Nora Solano	2BR	\$ 8,800 - RD Very Low	NO					None
2	10/27/2015 03:14 PM	10/27/2015 03:14 PM	Lesly Castillo	2BR	\$ 12,000 - HUD Ineligible	NO					None

Waiting List Summary

ALDO TATANGELO FARM LABOR HSNB
2201 SALTILLO
LAREDO, TX 78046

Report : Separate Lists by Unit Size [3BR]
Sort : Standard RD/HUD Housing Compliant Sort

08/22/2017
4:47 pm
Page 1 of 1

WL No.	Application Date/Tm	Received Date/Tm	Head Applicant Name	Unit Size(s)	Income - Level	Needs Accessibility?	Contact Date/Tm	Rejected Date/Tm	Removal Date/Tm	Leased Date/Tm	Preference Type
1	01/17/2017 10:22 AM	01/19/2017 04:06 PM	Maria Caballero	3BR	\$ 0 - RD Very Low	NO					None
2	05/17/2017 03:26 PM	05/22/2017 09:26 AM	Ruby De la cruz	3BR	\$ 19,784 - RD Very Low	NO					None
3	04/11/2014 04:48 PM	04/11/2014 04:48 PM	MARTINEZ OSLEN	3BR	\$ 30,878 - RD Lower	NO					None

Attachment C: Move-in Inspection

**UPCS ANNUAL INSPECTIONS
DWELLING UNIT INSPECTION SHORT FORM**

Name of Family	Unit #	Address
Inspector	Date of Request	Date of Inspection
Type of Inspection <input type="checkbox"/> Move Out <input type="checkbox"/> Initial <input type="checkbox"/> Annual <input type="checkbox"/> Reinspection	Date of Last Inspection	Development

On each line, put an "X" in one of the columns: NA, NO, or OD. If OD is marked, enter appropriate code in WO column. Record descriptions of deficiencies on the lines below.

1	Living Room	NA	NO	OD	WO
1.1	Electrical System				
1.2	Elec. Outlets/Fixtures				
1.3	Doors and Hardware				
1.4	Window Condition				
1.5	Ceiling Condition				
1.6	Wall Condition				
1.7	Floor Condition				
1.8	Paint				
1.90	Other				

2	Kitchen	NA	NO	OD	WO
2.1	Electrical System				
2.2	Elec. Outlets/Fixtures				
2.3	Doors and Hardware				
2.4	Window Condition				
2.5	Ceiling Condition				
2.6	Wall Condition				
2.7	Floor Condition				
2.8	Paint				
2.9	Plumbing				
2.10	Cabinets/Countertops/Sink				
2.11	Stove/Range				
2.12	Vent Hood				
2.13	Refrigerator				
2.14	Other				

3	Dining Area	NA	NO	OD	WO
3.1	Electrical System				
3.2	Elec. Outlets/Fixtures				
3.3	Doors and Hardware				
3.4	Window Condition				
3.5	Ceiling Condition				
3.6	Wall Condition				
3.7	Floor Condition				
3.8	Paint				
3.9	Other				

Codes:

NA = Not applicable (not a part of unit)
 ND = No Deficiencies Observed
 OD = Observed Deficiency
 WO = Work Order / Corrective Action
 C = Completed during Inspection
 E = Emergency
 R = Routine
 M = Defer to Capital Funds

4	Bathroom #1	NA	NO	OD	WO
4.1	Electrical System				
4.2	Elec. Outlets/Fixtures				
4.3	Doors and Hardware				
4.4	Window Condition				
4.5	Ceiling Condition				
4.6	Wall Condition				
4.7	Floor Condition				
4.8	Paint				
4.9	Plumbing				
4.10	Commode				
4.11	Lavatory				
4.12	Tub/Shower				
4.13	Ventilation				
4.14	Other				

4	Bathroom #2	NA	NO	OD	WO
4.1	Electrical System				
4.2	Elec. Outlets/Fixtures				
4.3	Doors and Hardware				
4.4	Window Condition				
4.5	Ceiling Condition				
4.6	Wall Condition				
4.7	Floor Condition				
4.8	Paint				
4.9	Other				

5	Bedroom #1	NA	NO	OD	WO
5.1	Electrical System				
5.2	Elec. Outlets/Fixtures				
5.3	Doors and Hardware				
5.4	Window Condition				
5.5	Ceiling Condition				
5.6	Wall Condition				
5.7	Floor Condition				
5.8	Paint				
5.9	Other				

Modernization

Refrigerator HA # _____
 Stove/Range HA # _____
 Water Heater Serial # _____
 Water heater Setting: ☐ warm ☐ mid range ☐ hot
 Housekeeping ☐ good ☐ fair ☐ unsatisfactory

**UPCS ANNUAL INSPECTIONS
DWELLING UNIT INSPECTION SHORT FORM**

On each line, put an "X" in one of the columns: NA, NO, or OD. If OD is marked, enter appropriate code in WO column. Record descriptions of deficiencies on the lines below.

5 Bedroom #2		NA	NO	OD	WO
5.1	Electrical System				
5.2	Elec. Outlets/Fixtures				
5.3	Doors and Hardware				
5.4	Window Condition				
5.5	Ceiling Condition				
5.6	Wall Condition				
5.7	Floor Condition				
5.8	Paint				
5.9	Other				

5 Bedroom #3		NA	NO	OD	WO
5.1	Electrical System				
5.2	Elec. Outlets/Fixtures				
5.3	Doors and Hardware				
5.4	Window Condition				
5.5	Ceiling Condition				
5.6	Wall Condition				
5.7	Floor Condition				
5.8	Paint				
5.9	Other				

5 Bedroom #4		NA	NO	OD	WO
5.1	Electrical System				
5.2	Elec. Outlets/Fixtures				
5.3	Doors and Hardware				
5.4	Window Condition				
5.5	Ceiling Condition				
5.6	Wall Condition				
5.7	Floor Condition				
5.8	Paint				
5.9	Other				

6 Halls		NA	NO	OD	WO
6.1	Electrical System				
6.2	Elec. Outlets/Fixtures				
6.3	Doors and Hardware				
6.4	Window Condition				
6.5	Ceiling Condition				
6.6	Wall Condition				
6.7	Floor Condition				
6.8	Paint				

7 Laundry Area		NA	NO	OD	WO
7.1	Electrical System				
7.2	Elec. Outlets/Fixtures				
7.3	Doors and Hardware				
7.4	Window Condition				
7.5	Ceiling Condition				
7.6	Wall Condition				
7.7	Floor Condition				
7.8	Paint				
7.9	Plumbing				

8 Stairs, Staircase, Steps		NA	NO	OD	WO
8.1	Electrical System				
8.2	Elec. Outlets/Fixtures				
8.3	Handrail				
8.4	Stair GTread/Step				
8.5	Landing				
8.6	Ceiling Condition				
8.7	Wall Condition				
8.8	Other				

9 HVAC		NA	NO	OD	WO
9.1	Heating/Cooling Equip.				
9.2	Water Heater				
9.3	Ventilation				
9.4	Plumbing/Gas Lines				
9.5	Water Supply Lines				
9.6	Other				

10 Health and Safety		NA	NO	OD	WO
10.1	Mold/Mildew				
10.2	Natural/Methane Gas				
10.3	Sewer Gas				
10.4	Electrical Hazards				
10.5	Emergency Exits				
10.6	Flammable Storage				
10.7	Call for Aid				
10.8	Fire Extinguisher				
10.9	Smoke Detector				
10.10	Garbage/Debris Indoors				
10.11	Garbage/Debris Outdoors				
10.12	Tripping Hazards				
10.13	Cutting Hazards				
10.14	Insect Infestation				
10.15	Rats/Mice/Vermin				
10.16	Elevator				

Signatures

Tenant _____

Manager _____

Inspector _____

Maint. Super _____

INSPECTION SUMMARY

[illegible]

Attachment D: Occupancy Guidelines Rule

SECTION 3: OCCUPANCY POLICIES AND OCCUPANCY RULES [7 CFR 3560.157]

6.13 OCCUPANCY POLICIES

The purpose of the occupancy policy in a multi-family property is to establish:

- Unit density standards; and
- Procedures for assigning units.

A. Unit Density Standards

Occupancy policies set standards regarding the number of people that can be adequately housed in a unit of a particular size. In developing the occupancy policy for each unit, the borrower must take into account the following:

- State and local codes regarding the number of persons permitted to dwell in a unit of a particular size;
- The size of the rooms in the particular unit;
- Procedures for sizing households for different unit types (how to consider temporarily absent household members); and
- The order in which the property will house eligible applicants and rehouse existing tenants.
- A tenant who is disabled will not be considered over housed if the tenant requests an additional room for a live-in aide or an apparatus related to the tenant's disability.

For some properties, state and local codes regarding occupancy standards may not exist. In these cases, the borrower should make a judgment as to how many people may be adequately housed, basing it on the square foot size and layout of the unit. For example, some properties may have several types of two-bedroom units. If one is 600 square feet and the second type is 900 square feet, the borrower may have different occupancy policies for the different unit types. An example of what an occupancy policy might look like for the above example is detailed below:

Unit Type	Minimum Density	Maximum Density
2 Bedroom (600 sq. feet)	1 person	3 persons
2 Bedroom (900 sq. feet)	2 persons	4 persons

The following is an ideal range of persons per housing unit:

Number of Bedrooms	Occupancy Density Range	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

B. Procedures for Assigning Units

Occupancy policies also establish the order in which eligible applicants and existing tenants will be housed or rehoused.

Borrowers are required to comply with Section 5 of this chapter in selecting and assigning applicants to new units or relocating over- or under housed existing tenants. However, it is important that these requirements are detailed in the borrower's occupancy policies, so that it is clear to new applicants and existing tenants how a vacant unit will be assigned.

6.14 AGENCY REVIEW AND MONITORING OF OCCUPANCY POLICIES

The Agency must concur with the borrower's occupancy policies prior to initial occupancy of the project and in all future modifications. In reviewing the policies, the Agency must assure that the standards are in compliance with state and local laws and that they appear reasonable based on the unit size and type. The Agency should review compliance with the policies during the compliance review. If a household is residing in the property and is out of compliance with the occupancy policy, the borrower must follow procedures outlined in Paragraph 6.29 for tenants in violation of occupancy rules.

6.15 OCCUPANCY RULES

The purpose of the occupancy rules is to establish the basis for the tenant and management relationship.

A. Basic Rules

Exhibit 6-4 lists the basic items that borrowers must address in the occupancy rules for their projects.

Occupancy rules for each project will be in writing, attached to each tenant's lease upon initial occupancy, and posted in a central location (such as a central mail location) so that tenants may easily access the information. Modifications to these rules will be provided to the tenant at least 30 days prior to implementation and in accordance with the requirements of Section 8 of this chapter.

Attachment F: Pet Rules



Rural Rental Housing Association of Texas, Inc.

PET POLICY AND RULES

by Neal Sox Johnson

Recent discussions at RRHA of Texas management training seminars and telephone calls regarding the new FmHA Instruction 1930-C prompted me to prepare guidance for a pet policy and rules. The following guide forms, have been provided to the Texas FmHA State Director and have been approved as a form for RRHA of Texas members. These guide forms are in substantial compliance with applicable portions of FmHA Instruction 1930-C, Exhibit B - "Management Handbook", paragraphs II (p.17), VIII-G (p.86-88) and VIII-H (p.90).

You will note that we have prepared two options for 1) no pets allowed, and 2) pets allowed.

Should project managers/owners desire to use these guide forms or any portion thereof for modified versions, you are reminded to submit your proposed pet policy and rules to the appropriate FmHA District Director for approval prior to implementation.

We trust this information will assist project managers/owners in providing reasonable accommodations to your tenants and pets and also provide management control to assure protection of the property and concern for the living environment of all the residents.



RRHA OF TEXAS GUIDE FORM PET POLICY AND RULES



OPTION #1: PERMITTED ONLY for family type project with no portion specifically designated for the elderly.

PROJECT NAME : ALDO TATANGELO FARM LABOR HOUSING P **LOCATION :** 2201 SALTILLO
LAREDO, TX 78046

PET: A commonly accepted domesticated animal (i.e. dog, cat, bird, etc.) owned or kept by a tenant or member.

PET POLICY: This pet policy and rules are implemented and will be issued to each resident at tenant selection and will become an attachment to the lease or occupancy agreement. A copy of this policy and rules will be posted in the project site office accessible as public information.

THE FOLLOWING RULES APPLY TO PETS ON THE PREMISES:

1. Resident of this apartment project may not keep or house pets - caged birds, small aquariums with fish or turtles, etc.
2. No dogs or cats will be allowed at this property (see addendum for service animal exception). No visiting pets are allowed on the premises.
3. Resident agrees that after consultation with the tenants of the project and approval by FmHA, the management may, by written notice, amend these rules as needed.
4. Resident agrees to sign and comply with these rules for pets as an acknowledgement of management policy.

RESIDENT _____

PET POLICY AND RULES

DATE _____



RRHA OF TEXAS GUIDE FORM PET POLICY AND RULES



OPTION #2: PERMITTED for multi-family or other types of rural rental housing projects.
REQUIRED for elderly, congregate and other types of rural rental housing projects or portion of a project for the elderly.

PROJECT NAME : ALDO TATANGELO FARM LABOR HOUSING P **LOCATION :** 2201 SALTILLO
LAREDO, TX 78046

PET: A commonly accepted domesticated animal (i.e. dog, cat, bird, etc.) owned or kept by a tenant or member.

PET POLICY: This pet policy and rules are implemented and will be issued to each resident at tenant selection and will become an attachment to the lease or occupancy agreement. A copy of this policy and rules will be posted in the project site office accessible as public information.

Federal law now requires those residents of projects or portion specifically designated for elderly housing, with federal funding, not be denied the right to have pets in their household.

MANAGEMENT AUTHORIZATION: Permission to have pets must be secured from the site management prior to any residents bringing a pet onto the premises. Any pets housed without management authorization will be considered a violation of lease or occupancy rules and could lead to serious consequences, inclusive of lease termination. Pet policy and rules cover the housing of domestic pets in this apartment project. Visiting pets are not allowed.

THE FOLLOWING RULES APPLY TO PETS ON THE PREMISES:

1. Resident of this apartment project may keep or house pets - caged birds, small aquariums with fish or turtles, etc. after obtaining management permission.

The remaining rules cover the housing of dogs and cats:

2. Dogs and cats will be allowed only if the weight of the full grown is _____ (i.e. 30) pounds or below.

3. Tenants may have only one dog or cat per resident unless management permission is received for more than one pet.

4. Animals must be house trained, in good health with proof of all required immunizations, including rabies, via a veterinarians certificate, be neutered/spayed and licensed.

5. A pet security deposit will be required in the amount of \$ _____ which does not exceed the basic rent of the project. Once the resident has moved or the pet is removed while the resident still occupies an apartment, a refund will be treated in the same manner as a security deposit. The special pet deposit will be applied to any costs for fumigation, cleaning/deodorizing, defleaing, emergency boarding, repairs, staff cost, etc. There will be no extra monthly rent charge for pets.

6. Resident is totally responsible for care and cleanliness of pet on the premises. When outside the unit, animals must be leashed and may not be left unattended. Dogs or cats may not run loose outdoors. Resident is responsible for disposal of kitty litter and "pooper scooping" outdoor waste. An area will be designated for animal exercise on the grounds of the project.

7. Resident must provide management with a signed written statement naming another individual or entity to care for the pet on or off premises for a temporary or permanent basis, if the resident is no longer able to do so. Resident must agree to permit management to implement this agreement if the pet is improperly cared for, shows signs of abuse or causes damage to the premises or presents a danger to others.

8. Resident acknowledges that management or owner is not responsible for any injury or illness to the pet, unless same is due to the acts or negligence of management or owner.

9. Should another resident or staff member consider the pet to be a nuisance (i.e. making noise for substantial lengths of time or at hours so as to disturb the peace and quiet or menace others) to the project, other residents or other animals, he/she may file a complaint with management or law enforcement officers. The complaint will then be discussed with the pet owner and may lead to management revoking approval for housing the pet, should allegations prove true.

10. Should project residents complain of allergies to pets, no pets will be allowed in the elevators, if any, or lounges. Pets may only be in common areas with the owner going in and out of the building and may not be allowed on furniture.

11. Pet owner must provide evidence of liability insurance and by signing this document agree to exempt management and owner of this apartment project from injury or illness caused by the pet, unless same is due to the acts or negligence of management or owner.

12. Resident agrees and allows the project manager or owner authorization to remove from the project any pet whose conduct or condition is duly determined to constitute a nuisance or threat to the health and safety of other tenants or members in the project or persons in the surrounding community.

13. Resident agrees that after consultation with the tenants of the project and approval by FmHA, the management may by written notice amend these rules as needed.

14. Resident agrees to sign and comply with these rules for pets as an acknowledgement of management policy.

RESIDENT _____

PET POLICY AND RULES

DATE _____

B. Pets

For each elderly designated multi-family housing project the borrower must have established project rules permitting elderly or disabled tenants to keep commonly accepted household pets.

Borrowers must not prohibit elderly households from keeping domestic animals in their unit; however the borrower may require the household to pay a pet deposit.

Pet rules must not:

- Prohibit, prevent, restrict, or discriminate against any tenant who owns or keeps a pet in their apartment unit, with respect to continued occupancy in the project unless the approved project pet rules are violated;
- Prohibit, prevent, restrict, or discriminate against any applicant who owns a pet with respect to obtaining occupancy in the project; and
- Charge an extra monthly rental charge for pets.

Borrowers with existing projects must consult with the tenants of the project when revising pet rules and retain documentation on how the consultation process was conducted.

Borrowers with new projects will establish pet rules prior to occupancy, but may revise those rules based on tenant comments and suggestions received after rent-up begins.

Pet rules will be reasonable and will be written to consider at least the following factors:

- Density of project units;
- Pet size;
- Type of pet;
- Potential financial obligations of tenants who own or keep pets;
- Standards of pet care;
- Pet exercise areas;
- State and local animal laws or ordinances; and
- Liability insurance.