

Housing Authority of the City of Laredo
Regular
Board of Commissioners Meeting



LHA Board Room
2000 San Francisco Ave.
Laredo, Texas 78040

Friday, July 29, 2022
12:00 p.m.

Laredo Housing Authority
Regular Board of Commissioners Meeting
Zoom Video Link:

<https://us02web.zoom.us/j/82691644515?pwd=SlIFTzBWZnRQVUZ1aWs5STZ4bnljZz09>

Call in Number: 1-346-248-7799

Webinar ID: 826 9164 4515

LHA Board Room
2000 San Francisco Ave.
Laredo, Texas 78040
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Board of Commissioners

Jose L. Ceballos, Board Chairman
Dr. Sergio D. Garza, Vice Chairman
Anita L. Guerra, Commissioner

Dr. Marisela Rodríguez Tijerina, Commissioner
Gloria Ann Freeman, Resident Commissioner

The Board of Commissioners will convene for a Board meeting for discussion on the following matters (NOTE: A quorum of the Board will be physically present at this location, but up to two other Commissioners may attend by videoconferencing, as permitted by Tex. Gov't Code Section 551.127)

A-22-R-6

Agenda

July 29, 2022

1. CALL TO ORDER
2. INVOCATION PRAYER
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL AND DECLARATION OF QUORUM
5. CITIZENS COMMENTS

This is the opportunity for visitors and guests to address the Board of Commissioners on any issue. The Board may not discuss any presented issue, nor may any action be taken on any issues at the time. There will be a 3-minute limitation per speaker. (Texas Attorney General Opinion-JC-0169)

6. DISCLOSURE OF CONFLICTS OF INTEREST FOR BOARD OF COMMISSIONERS AND STAFF
7. PRESENTATION BY CENTRAL RESIDENT COUNCIL
8. APPROVAL OF MINUTES

A. Approval of Minutes for Board of Commissioners meeting on April 22, 2022.

9. STANDING REPORTS AND PRESENTATIONS (No Action to be taken on these items)

- A. Executive Director's Report to include status of Rapid Rehousing Grant Program and ongoing construction projects.
- B. Unaudited Financials for the month of June 2022.

10. CONSENT AGENDA

All of the following items may be acted upon by one motion. No separate discussion or action on any of the items is necessary unless desired by a commissioner.

- A. Consideration to authorize the ratification of the Commercial Property Insurance for the Laredo Housing Facilities Corporation effective June 27, 2022 through June 26, 2023.
- B. Consideration to authorize the Executive Director to extend the contract with Securitas Security Services USA, Inc. for an additional year, as allowable by Contract No. LHA 2019-0801-1, effective September 25, 2022 through September 24, 2023. This represents the fourth year of the contract maximum permissible of five years.
- C. Consideration to authorize the Executive Director to extend the contract with KCI Technologies Inc., formerly known as Civil Engineering Consultants (CEC) for an additional year, as allowable by Contract No. 180423-4(A) effective October 25, 2022 through October 24, 2023. This represents the fifth and final year of the contract maximum permissible of five years.
- D. Consideration to authorize the Executive Director to extend the contract with O'Connor Engineering & Science, Inc. for an additional year, as allowable by Contract No. 180423(E) effective September 10, 2022 through September 9, 2023. This represents the fifth and final year of the contract maximum permissible of five years.

11. ACTION ITEM

- A. Discussion and possible action to approve a 1-year extension to RFQ#19-0401-1 Professional Services for Annual Audit Services contract with Garza/Gonzalez & Associates in the amount of \$99,400 for FYE 03/31/2022 audit, as allowable by contract LHA1904011 effective May 20, 2019 through May 19, 2023. This represents the fourth year of the contract maximum permissible of five years.
- B. Discussion and possible action to approve amendments to the Admissions and Continued Occupancy Policy and Housing Choice Voucher Administrative Plan, including extending the reach of the zero-tolerance policy to prohibit subsidized housing for individuals who engage or support human trafficking

activities, and disqualify landlords who engage or support human trafficking from participating under the HCV Program.

- C. Discussion and possible action related to possible changes to the organization structure and position title. This item may be discussed in Executive Session, pursuant to Section 551.071 (consultation with attorneys) and 551.074 (personnel matters).

12. EXECUTIVE SESSION IN ACCORDANCE WITH THE TEXAS GOVERNMENT CODE

The Board of Commissioners for the Housing Authority of the City of Laredo reserve the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed on the posted agenda, above, as authorized by the Texas Government Code, including Sections 551.071 (consultation with attorneys), 551.072 (deliberations about real property), 551.073 (deliberations about gifts and donations), 551.074 (personnel matters), 551.076 (deliberations about security devices), and 551.086 (economic development).

13. ACTION ON ANY EXECUTIVE SESSION ITEM

14. ADJOURNMENT

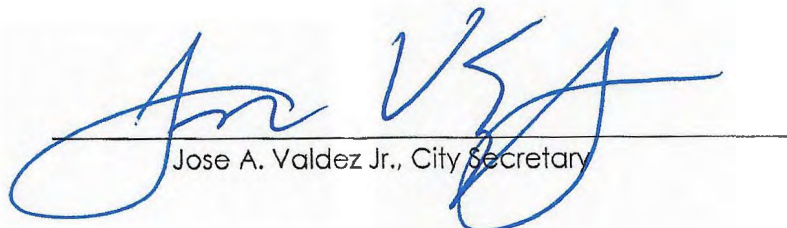


Mary Gabna, Executive Director

Laredo Housing Authority is committed to compliance with the Americans with Disabilities Act (ADA). Reasonable accommodations and equal access to communications will be provided to those who provide notice to the Executive Director at (956) 722-4521 at least 48 hours in advance. This meeting site is accessible to disabled persons. Disabled parking is provided in the north parking lot adjacent to the Administration Building, and disabled building access is located at the main entrance.

CERTIFICATON

This notice was posted at the Municipal Government Offices, 1110 Houston Street, Laredo, Texas, at a place convenient and readily ADA/accessible to the public at all times. Said notice was posted on Tuesday, July 26, 2022 at 12:00 p.m.



Jose A. Valdez Jr., City Secretary

Laredo Housing Authority
Regular Board of Commissioners Meeting
Zoom Video Link:

<https://us02web.zoom.us/j/89661296487?pwd=WENmQy83ZW5Sc3dTS0V1ZEpCU01gdz09>

Call in Number: 1-346-248-7799

Webinar ID: [896 6129 6487](#)

LHA Board Room
2000 San Francisco Ave.
Laredo, Texas 78040
Friday, April 22, 2022
12:00 P.M.

Board of Commissioners

Jose L. Ceballos, Board Chairman
Dr. Sergio D. Garza, Vice Chairman
Anita L. Guerra, Commissioner

Dr. Marisela Rodríguez Tijerina, Commissioner
Gloria Ann Freeman, Resident Commissioner

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A-22-R-4

Minutes

April 22, 2022

1. CALL TO ORDER

Chairman Jose L. Ceballos called the meeting to order at 12:06 p.m.

2. INVOCATION PRAYER

Commissioner Ms. Freeman led them in prayer: "Please bow your heads today as we gather and pray. Heavenly Father, that you protect and guide everyone present and their families; we pray for peace throughout the world and an end to conflict; we pray for those who live with fear, hunger, illness and those without shelter; we pray that you protect our first responders, hospital staff and shield them from harm; we pray that you protect our youth in our community and guide them in their path of life; we pray that everyone traveling arrives safely to their destinations; we pray that you protect our active duty service members and our veterans; we pray that you protect and guide all of our elected officials as they perform their duties. Dear Heavenly Father, we thank you for all the blessings that you bestow on us daily in your name we pray, Amen.

Chairman Ceballos thanked Commissioner Ms. Freeman for the great prayer.

3. PLEDGE OF ALLEGIANCE

Chairman Jose L. Ceballos led them in the recital of the Pledge of Allegiance.

4. ROLL CALL AND DECLARATION OF QUORUM

Chairman Ceballos thanked everybody that was present as well as joining via Zoom and stated the following, I know that we have an RFQ that some of you were invited to attend, so I am going to move that item up in a few minutes so that you don't have to stay for the rest of the meeting and you can go on to your business.

Chairman Ceballos asked Mrs. Gaona to proceed with roll call. Mrs. Gaona mentioned that Commissioner Dr. Marisela Rodríguez Tijerina was in route to the meeting and will be joining the meeting in a few minutes.

Chairman Ceballos stated that they have a quorum.

Commissioners Present

Jose L. Ceballos, Chairman
Dr. Sergio D. Garza, Vice-Chairman
Dr. Marisela Rodríguez Tijerina, Commissioner
Anita L. Guerra, Commissioner
Gloria Ann Freeman, Resident Commissioner

Commissioners Absent

Staff Present

Mary Gaona, Executive Director
Jennifer Barrientos, Director of Finance
Bulmaro Cruz, Director of Construction Projects
Melissa Ortiz, Director of Section 8
Roberto Peña, Director of IT
Raquel Aguilar, Assistant Director of Housing Management
Alejandro Jimenez, Assistant Director of IT
Valeria Cabello, Procurement Officer
Christy Ramos, Administrative Assistant
Sonia Flores, Senior Accountant (zoom)
Maria Hernandez, Property Manager (zoom)
Melinda Gavilanes, Property Manager (zoom)
Kayla Moreno, Property Manager (zoom)
Jose Hernandez, Property Manager (zoom)
Denise Guzman, Property Manager (zoom)
Doug A. Poneck, Attorney (zoom)
Ricardo De Anda, Attorney

Others Present

Ricardo A. Solis, Able City
Mario Jasso, Architect Plus
Walker Dunn, Able City (zoom)
Telissa Molano, Red Line Architects (zoom)
Monica Guajardo, Slay Architects (zoom)
Jennifer Hoot, Slay Architects (zoom)

Chairman Ceballos stated that Commissioner Dr. Marisela Rodriguez Tijerina has joined the meeting at this time and thanked everyone again for joining today's meeting.

5. CITIZENS COMMENTS

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Chairman Ceballos stated that there were no citizens comments.

6. DISCLOSURE OF CONFLICTS OF INTEREST FOR BOARD OF COMMISSIONERS AND STAFF

Chairman Ceballos stated that there were no disclosures.

7. PRESENTATION BY CENTRAL RESIDENT COUNCIL

Jessica Martinez, Director of Planning & Community Service stated for the record that Mrs. Rosa Rios was unable to attend because she is currently helping her daughter who just had a baby. Mrs. Martinez stated that they had begun to have meetings and have had discussions on the scheduling of resident council elections for this upcoming year for each property.

Chairman Ceballos questioned if they are having Residential Council meetings again?

Mrs. Martinez responded that the Central Resident Council Meetings have started.

8. APPROVAL OF MINUTES

A. Approval of Minutes for Board of Commissioners meeting on March 18, 2022.

Commissioner Dr. Marisela Rodriguez Tijerina moved to approve minutes for Board of Commissioners meeting on March 18, 2022.

Commissioner Gloria Ann Freeman seconded the motion.

Motion passed unanimously.

B. Approval of Minutes for Board of Commissioners meeting on March 21, 2022.

Commissioner Dr. Marisela Rodriguez Tijerina moved to approve minutes for Board of Commissioners meeting on March 21, 2022.

Commissioner Dr. Sergio D. Garza seconded the motion.

Motion passed unanimously.

9. STANDING REPORTS AND PRESENTATIONS (No Action to be taken on these items)

- A. Executive Director's Report to include status of Rapid Rehousing Grant Program, Balcones Apartments, and various Campus Renovations Projects. Firm timelines for completion of all ongoing projects to be presented.

Chairman Ceballos stated the reason I smile is because I throw in the word firm timelines; Mary you got to give us some firm timeless.

Mrs. Gaona presented to the Board and stated that for Public Housing they got a PIC score of 98.87% and they are currently leased up at 99.08% and for Section 8 we got a PIC score of 104.34% with HAP utilization of 101.30% and lease up at 99.40%. In regards to the Emergency Housing Vouchers, Mrs. Gaona stated that they have 85 vouchers allocated and 28 of them have been issued but are still searching with 57 families assisted. Mrs. Gaona stated that they continue to struggle with those 28 vouchers, but been pushing them and have been doing a lot of outreach to landlords. In our Rapid Rehousing Program, they were at their max with 17 households being assisted currently. Mrs. Gaona stated on the next line will show the lease up for each public housing property by itself. Mrs. Gaona congratulated the staff in the Admissions and Section 8 departments and said that she had been pushing them to get fully leased to the 1,620 and they achieved it for April 1st.

Chairman Ceballos congratulated them as well.

Mrs. Gaona kindly congratulated them and thanked them for their hard work. She presented that public housing average leasing for April 2021 through March 2022 were at 96.45% and that the agency should get the 5 points for the PHAS score. For April 2022 through March 2023, Mrs. Gaona stated that they were at 99.08% and expressed that I'll be updating that to keep us within the 98 to 99%.

Mrs. Gaona presented pictures and stated I know there are some in your packet but I wanted to give you some images of Los Balcones with the before and after, so you could just see the difference. Chairman Ceballos commented that's got some graphic design on it though - Mrs. Gaona replied no. Chairman Ceballos conquered no, it doesn't-wow. Christy Ramos stated that it's the iPhone and Mrs. Gaona agreed it's the iPhone pictures. Chairman Ceballos expressed congratulations on it, 10 units and one of them will probably end up being a supportive service office, right. Mrs. Gaona affirmed. Chairman Ceballos asked and then two student units. Oh God, yes, you do but you have four students together and that's not unusual, my nephew is going to college in Houston and has four students, this is the set up. Mrs. Gaona replied yes. Chairman Ceballos questioned and we were going to brand it with the college and university right. Mrs. Gaona responded yes; Jessica is working on that.

Vice-Chairman Dr. Sergio D. Garza inquired, is it on the corner? Mrs. Gaona stated no, it's on Meadow and O'Kane. There is one house and it's the second structure but you can see it from Meadow, it stands out because of the color.

Mrs. Gaona stated that they got inspections all scheduled and only had one little issue that's been brought up for the final inspection. They want handrails on the stairs going up, the stairs that have the concrete on the side. I don't know if you can bring it up on one of the slides, Robert. You can see it there; they want us to add additional railing. Chairman Ceballos asked the city does? Mrs. Gaona responded the city. Chairman Ceballos questioned on the back? Mrs. Gaona stated yes, right there going up those little stairs right there between the two. Chairman Ceballos remarked, alright that's minor though. Mrs. Gaona noted they want us to add them so we've started to work on it and I'm assuming they won't give us the C.O. until we complete them.

Mr. Bulmaro Cruz stated Bulmaro Cruz, Director of Construction for the record. I spoke to the potential inspector for the building final and they said they could give us a temporary C.O. when we complete those hand rails. Chairman Ceballos affirmed well; you can't occupy it but you can move in the furniture. Mrs. Gaona stated the final is scheduled for Monday so hopefully we can start doing that.

Chairman Ceballos questioned; did you notify the city that its ready for lease up? Mrs. Gaona replied yes.

The next one is the former executive office. Chairman Ceballos inquired Building E or D? Mrs. Gaona stated Building D. This is our building D; we received the furniture and are just putting it together little by little because it's got a lot of pieces and that the four station has already been assembled. Chairman Ceballos asked, is that the same carpet that is going in the two story, and commented that it looks nice.

Vice-Chairman Dr. Sergio D. Garza inquired, whose doing that work? Chairman questioned Dr. Garza's inquiry assembling the furniture and or putting in the carpet.

Mrs. Gaona responded, the carpet has already been installed by subcontractor and the staff right now is doing the putting together of furniture. We should also be completed by Friday of next week, we are just waiting for AEP to come and inspect the trench again and then we will be able to close and start with Spectrum. We are saying that and we think we should be able to be in there by May 15th.

Chairman Ceballos commented so, by the next board meeting you'll report with pictures of people working in there. Mrs. Gaona stated yes and then we would only have our two-story building. For our two-story building, we are on track we feel that we will be able to move in by July the 15th the latest, we are praying and hoping that everything will run smooth from now on. Chairman Ceballos affirmed, yes. Mrs. Gaona added the glazing is already going in, the sheet rock is almost done and we had two vents that needed to be moved so all of that is

moving forward. Chairman Ceballos responded okay. Mrs. Gaona closed with that's it. Chairman Ceballos agreeably noted alright.

Mrs. Gaona stated as you can see, we have the following vacant positions: Director of Housing Management; Human Resource Manager; Accountant; Bookkeeper; (2) Assistant Property Managers; (2) Leasing Techs; Clerk; and (2) BiblioTech Technicians and (7) Maintenance A Mechanics. We've been waiting on those to start interviewing so that we can hire before we open the Russell Terrace and Ana Maria Lozano BiblioTechs.

Mrs. Gaona stated that the city held a HOME-ARP allocation discussion meeting today and we discussed the need for permanent supportive housing. They are conducting surveys and will be scheduling a meeting in two weeks so after that second meeting, I would like to schedule a permanent supportive housing committee meeting before the plan is submitted. Chairman Ceballos stated okay, can I ask you to include, it's not in his district, Lupillo the LISD Trustee. He calls me regularly which is why I feel the west Laredo property could be a prospect. They own two blocks, I don't know if you remember that, so he checks in with me every 3 to 4 weeks. He said it would be okay even if it's not in his district for him to be part of this, he wants to be more engaged with homeless issues. Mrs. Gaona indicated yes, we will go ahead and include him for the next meeting.

For our Casa Verde, they had two vacant units that are already pre-leased for April and RiverBank had zero. For the utilization, Mrs. Gaona stated she went over it already and for Section 8, she had already gone over the leasing and the scoring for the SEMAP indicators. She expressed that the agency should get the whole 145 points. She stated that she had not covered the Mainstream Vouchers, which we still have a difference of 20 vouchers that we are trying to lease up. Chairman Ceballos specified and there are more Mainstream Vouchers available and asked if you all saw that invitation. Mrs. Gaona declared yes, but we are struggling to find applicants because this can't be a disabled head of household it has to be a disabled member of the household so we are having difficulties. We are hoping to open the waiting list for Section 8 in May and as soon as those new applicants come in, we will target these vouchers for those new individuals.

On our IT projects, Mrs. Gaona stated that they have implemented the landlord portal for Section 8 this last month and had gotten some good feedback on the portal. Chairman Ceballos inquired so; we do have some pending work right. Mrs. Gaona confirmed yes. Chairman Ceballos expressed we need to make sure we get to that point before we exit, as some of us on the board want to make sure we have redundancy with both web base and server and all that. We need to make sure that's all done, I don't want to miss not doing that. Mrs. Gaona acknowledged yes, we have it on our listing and I'm going down targeting all of it and that's one. Chairman Jose L. Ceballos inquired any questions for Mary, any comments, thank you Mary for that report.

10. CONSENT AGENDA

All of the following items may be acted upon by one motion. No separate discussion or action on any of the items is necessary unless desired by a commissioner.

- A. Consideration to approve the writing-off of non-collectable amounts for vacated Public Housing, Russell Terrace, Meadow Elderly and Farm Labor units from October 1, 2021 through March 31, 2022, as recommended by staff.
- B. Consideration to authorize the Executive Director to enter into a collaborative, non-financial Memorandum of Understanding with Pillar for supportive services for LHA clients.

Chairman Ceballos stated that we have two consent agenda items those are taken together unless the board wants to pull either of the items out. This would be the time to make sure you don't want to do that or that you do. Are we okay to do them together, okay is there a motion to act on both items 10 A and B as read on the agenda?

Vice Chairman Dr. Sergio D. Garza moved to approve items 9A and 9B of the consent agenda.

Commissioner Gloria Ann Freeman seconded the motion.

Motion passed unanimously.

11. ACTION ITEM

- A. Discussion and possible action to award RFQ #2022-0317-1 Architectural & Engineering Services, authorize the Executive Director to finalize negotiations and contract(s) with selected firm(s), designate any specific priority projects to awarded firm(s), and specify any terms.

Chairman Ceballos stated, we are now on Item 11A, who is going to start this - Mary.

Mrs. Gaona stated yes, we had an RFQ published for Architectural & Engineering Services and we have gone ahead and gotten the scores for each of the proponents.

Chairman Ceballos requested to clarify the following information, let me give the Board some background on the RFQ so everybody is clear. The statement of work on the RFQ indicated we would select a pool; we would form a pre-qualified pool of proposals which is what we did last time and we sought architectural firms and what we basically did is we selected firms and then we authorized work based on that selection so that is the way this RFQ is being done again. The statement of qualification basically gives the Board the authority to award based on the evaluation criteria set forth in the RFQ so what we are doing today is essentially using the same format we used the last time in developing a pool. I would like to initiate certain projects today once we select the firm or the

firms and initiate certain work. The RFQ prescriptively allows us to award to different firms it's on page 12 as well. I want to make sure that the board understands that there is a scoring criteria and we can use that scoring criteria obviously it's a part of the RFQ, but in selecting the projects Mr. Ceballos stated that he think the board has the discretion to select who does what in turn of who gets mobilized and when the project starts right that's our job, he asked Mary to include an addendum for the proponents to know and it's in the last page of the RFQ in your blue manilla folder and it speaks to the projects that we are currently either planning for entertaining, prospects there are some that are pretty real and then there are others that are conceptual in terms of our planning and those projects actually Mary had a slide, can you show what you have on the power-point. Mrs. Gaona, yes. Chairman Ceballos this slide shows the projects I wanted you all to have this as background before we actually go through the scoring. Ok, so these are proposed projects or prospective projects some of them are funded some of them are partially funded. The LHA Campus Building B, which is currently being served in a way or serviced through Architects Plus, is in some of the preliminary planning. It has not been dedicated for architectural construction drawing services. Affordable Housing, that's the big project, this is the Airport project we had Able City done conceptionally as well take us through both concept but also cost estimating at least take off that's basically a supportive housing program that will house former homeless people exiting out of homelessness that are probably having some sort of supportive service requirement whether it be mental health treatment or work force related that kind of stuff. Carlos Richter is a project that is part of our Capital Fund program and that one includes a BiblioTech add on similar to what was done to a degree not as big as Lozano but that's what that is. Colonia Guadalupe is new; it is something that I am inserting. This board may not be around to see it through construction at least not serving as a board but you never know maybe one of us will remain or two whatever but that one is a big project; we are not ready for construction drawings and I am mentioning this for also the architectural teams to know this. This is a conceptual but this is a visionary project that involves reconstructing this area and inner city which is pretty interesting working with the oldest buildings public housing buildings that go back to the early 40's and then to build the potential of seeking funding to redevelop it in some format. I am very excited about this one it will be similar to Russell Terrace but maybe not exactly the same way. The Colonia Guadalupe BiblioTech it is essentially planned out for this building to become that so tweaking that. We also have added something very recently as a prospect which the board hasn't heard this not in the detail that I am going to say now because there is some funding that currently is competitively available that just came out two weeks ago or three weeks ago that may allow us to go back to the Laredo Independent School District and see the property that we talked about before for homeless housing. Now I know they don't want to see a shelter but maybe they want to see a permanent housing project there. So, for the architectural firms that are listening that project is also in concept, it will be crafting a takeoff conceptual that we can antegrade into a grant solicitation and that will close sometime in June so we've got to prioritize that if we decide to do so. That kind of gives the board members a background on where we are with this award

and what's timely. The timeline on the affordable housing project, the former airport on 1500 Calton, we are seeking funding. We are requesting funding from the city and we are hearing that we are not going to get everything we requested. These are COVID new moneys that came down but that's probably the only way we can build that affordable housing project that one is on a clock so we need to get some sort of team set up to start designing it once we get a little bit more of a formal commitment from the city on the future award of that money so Mary, did I miss anything? Mrs. Gaona replied we had a meeting today with the city and that should be going to city council roughly sometime in August.

Chairman Ceballos stated, so here is the thing with that project and I don't want to belabor about this because its more about the project but they are on a path to receive these federal funds in October and they are putting off until August so this board is going to have to decide in order for us to use Section 8 Vouchers in that project, we have to activate them by January, so the clock starts from when you want to finish the project and then you go back. If you do not decide something, if we do not start something we will not be able to start construction in January to be able to put people into the property the next January. We may have to consider taking a leap into a design with some sort of assurance that the project will make but if we wait until August to receive the award and start to get into the design, 4 to 5 to 6 months or whatever it is, we're not going to make it. So anyway, just for the board, this is COVID money so the red tape with the government unfortunately this money came in as a rush and it's not really rushing out for you so it's kind of a criticism but that's the way it goes any questions from the board, any questions on background or the RFQ or for Mary. No, anything else. So, for the architects that are watching the firms we have money for somethings and we are waiting on other money to do things but anyway hopefully I made some sense in discussing the projects. Alright Mary, can you then go to the scoring and then the board and can have a conversation about awards. Mrs. Gaona stated that the scoring came in as follows:

Slay Architecture - 96.8
Architects Plus, Inc. - 95.4
Abel City, LLC. - 92.0
Redline Architecture - 90

Chairman Ceballos stated so for the firms that responded, I personally am very grateful for you taking the time and even showing the interest in working with us. The housing authority does not have very large projects, we have very small projects considering what you all are used to with school districts and the City of Laredo but they are meaningful projects and they really come from a place of passion for us as a board and for our staff, so hopefully you can perceive that as you work with us. We have in various times, in the last five years, been very engaged with construction as a housing authority and other places we've handed it off to builders and things but we appreciate you for responding. I know the RFQ process involves you responding through a web portal hopefully that

wasn't too trivial or complicated for you but we appreciate it. I personally reviewed all of your proposals and have read them and know probably most of you at a personal level. I want to thank you for the interest in taking the time in coming to work for us I don't know if any of the board has any comments. I know you all read and reviewed the packets just as I did. So, the scores, the tabulation was basically an email sent or information sent to Mary and the scores were tabulated. It is not often that the board scores proposals but we do with RFQ's where we think the board should have the direction. So, what I would like to do is does anybody have a motion? I have some idea of how I think we could proceed if you all want to hear that. Vice Chairman Dr. Sergio D. Garza states yes, go ahead.

In the same form that we did the last time, we started off when I checked in with Mary there were more firms than 4 that ended up applying and some folks did not complete their applications and so they are not here in the same form as we did the last time. I think we awarded every firm or we basically said we want to work with every firm not every firm actually ended up doing work for us but for the most part my idea to award to all the firms as a pool and for this board and the staff to decide which projects we would dedicate to them and that's where we should take the leadership and decide today the one's that need to be started so that would be my I'm not going to make a motion that would be for discussion purposes at this point because I would like to proceed with awarding all four firms to become a part of our architectural pool and then today decide on some projects that I think we should initiate and then work from there like we have done before. There are two firms that were part of our first pool which are Abel City and Architects Plus both of them are still working with us, they are either finishing up projects or in the middle of some. All the projects listed here from what I read earlier are not committed so Mario Jasso is working on the Colonia Guadalupe conceptual floor planning but in terms of construction drawings, he hasn't been hired to do that so these are all good to go projects for any of the firms once we decide who's the best fit. I said it earlier, I look at each firm and I know some of the architects personally and consider that skill set like I just mentioned earlier for Guadalupe, I would like a firm that can create a vision. I get this complaint which is not a real complaint for me, people see this project from IH-35 and sometimes it's a criticism and I say well why don't you look two blocks before it, doesn't that look worse. So, the architectural firm whoever takes the redevelopment concept whoever we give it to needs to be able to take this inner-city view of public housing and transform it whether it be with the existing structures, with new structures and then we are going to go off of that and take us on a plan to find us funding whether it be a tax credit deal or RAD conversion. So, that's how I viewed the RFQ. The BiblioTech, those are operational functional centers right and I think most of the firms have the skill set to do that. Some of the building is a conference meeting room for staff and our inner city work so that's how I interpreted it so that the board how I would place the firms and I do have some ideas but that would be my recommendation to the board there is a little bit of work for everybody right and I think as we build economic development in the city too, we should spread it around and give as many firms work not shying away from selecting one or two but also just being fair I think that everybody is very qualified any thoughts from

the rest of the board. Vice Chairman Dr. Sergio D. Garza stated, I'm going to try to explain this right but what is the purpose and don't laugh at me of the structural design engineer, is she the one that kind of really sets the different tone you know of the building and what the building looks like. Chairman Ceballos stated no, the architect serves as the administrator of those sub consultants which is actually a note that I have. We have subconsultants that are already working for the housing authority so the architectural firms that decide to work with us will have to discuss with us whether their team fits or not. That's typical but the architect is basically the go between and sets up from interior design; to the way that it looks and feels; to the structural engineer a lot of them will share the same. Vice Chairman Dr. Sergio D. Garza stated that's what my statement was, that the three were using the same one. Chairman Ceballos stated, so you'll see the same names because their philosophy too often times is to keep the buck within their community of team, so they have local engineers a lot of them which I have a lot of respect for. Vice Chairman Dr. Sergio D. Garza stated, you've answered my question. Chairman Ceballos stated, so the architect is the manager for those subconsultants and typically they would disclose those to you and tell you this is the team we would work with when we work on a project now if you ask them for someone else more specialized like a signage expert or landscaping that might not be their expertise but they'll go grab that subconsultant. Commissioner Gloria Ann Freeman: so, what was your motion? Chairman Ceballos asked, you want me to make the motion now? Commissioner Gloria Ann Freeman stated, yes.

Chairman Ceballos stated, first I would like to make a motion for the creation of this pool for all the four firms to be awarded and to become part of that pool and that's keeping with the same format from before and in that same motion that the board and staff authorize work based on that pool. And to answer the question of how would you decide, its entirely up to this board and the Housing Authority, who gets what project which will be the next thing to discuss. Is there a second on that motion?

Vice Chairman Dr. Sergio D. Garza & Commissioner Gloria Ann Freeman seconded the motion.

Commissioner Gloria Ann Freeman stated, I do have something to say I know that the concept of having the pool is because each company is going to bring their own vision to the projects and it's going to show diversity and the different areas and location that we have throughout our community. Chairman Ceballos stated, that's true, it should provide competition too. Alright, any other comments if not all those in favor say I.

Motion passed unanimously.

Chairman Ceballos stated, so now to the act of which projects do we want to start. There are three that are ongoing which is Building B, which is basically a meeting room that's not a fully funded endeavor yet but Mary is supposed to bring back a budget for it. The reason for this, most people know it, is there aren't any meeting places. If you want to meet in the inner city, good luck, either you go to

Laredo College and or hope La Posada is available or maybe the Center for the Arts which is not a true meeting conference space. Even when we have to bring our own staff together, maybe 100 people, you can't bring them together or even half of that 50 people. When we have community events just to plan the Inner-city Summit, we do it in this room and it's kind of awkward there is 25 to 30 people in here, a department is also going to go in there, so that's the plan for Building B. Now you're looking at that initial floor plan, that's what that looks like. Obviously, we have built some parking to tie into that already. There is a lot of work going on here that you guys have seen over time so I would like to see this project get to a little more schematic. I would like for the same architect to continue Mr. Jasso to continue with this project and see it further into design development and maybe not to construction drawings yet but we could work with him on getting us there once we get the funding, so that would be one project. And then the other project that I am interested in, and then you guys can chime in, is the airport project. Particularly I would like for that project which is up next, we may not begin if we cannot get the city to give us something in writing about how much they plan to give us or if we have to wait until August maybe we wait a little longer, Dr. Garza you are part of the subcommittee that has been working with this conceptual plan. I would like this particular project this is a project it's not as the conceptual has been done. The architect that I think fits, and again these are all subjective I'm going to give everybody my opinion, is somebody that is going to design something of practicality. Both the board and our staff are very well versed on this population that is going to live here we've been building from shelters to tiny homes we have all that experience so we don't need to go digging deep into concept this is more about practicality. I see Slay Architecture taking this project and taking us to the next step of it. Okay, I'm only going to mention three projects and the rest I'll leave to the board. The third is Colonia Guadalupe redevelopment this is a conceptual redevelopment planning consideration what I would consider activating now so we can start trying to get to raising the funds and figuring out the finance structure for it. This is a visionary project that I would like and think just based on my analysis that Red Line would do well with this project. This has a component that could potentially change the way we look at the frontage road from residential to maybe mixed or commercial but I would also challenge them. I'm going to make those three into a motion that we proceed that way and we can have more discussion whether we tear this down or whether we can work with the structure. I mean that's kind of an exciting project, again I am not suggesting we are ready to get into construction drawings but I think this would be a redevelopment plan for Colonia Guadalupe our largest public housing project, so that's my discussion there.

Chairman Ceballos stated I would make that into a motion and if there is any other discussion or if there's a second, we can discuss it.

Commissioner Gloria Ann Freeman seconded the motion.

Chairman Ceballos stated, Mrs. Freeman seconds it, is there discussion or any thoughts and I am all good amending the scope at this point.

The second one could potentially get to full drawings quickly because we hope to be turning dirt and have the financing to do so soon. Mary you are welcome to

add to my comments. Mrs. Gaona stated that she also feels that we need to start maybe looking at the affordable housing project at the airport property just because of the comments made during the meeting on the need. Hopefully we do get the funding requested and or more than what we have already been told we could possibly get only because of the meeting today with the different agencies that are recommending the funding go towards affordable housing with supportive services as the need for the plan that the city should submit. Chairman Ceballos stated I, Mary has been witness to this over text, am constantly pushing them to give us a little more than what they are saying they are going to give us just so we can build some more units. This would be a privately financed project too. Commissioner Anita L. Guerra stated is there enough to build substantially? Chairman Ceballos replied I think there will be enough for maybe 50 with what they're saying. Commissioner Anita L. Guerra replied okay, that will fund the whole project like that's enough money to fund everything that is included in the 50, right? Chairman Ceballos replied well to fund it under a financing plan. We would have to go borrow a portion of it and then pay it back based on the rent revenue that we generate through the Section 8 Vouchers. Commissioner Anita L. Guerra asked and is that something that's sustainable? Chairman Ceballos replied yes, like Russel Terrace, so the key here is we are going to put Section 8 Vouchers in there. We hope that would help us pay the debt service and I hope I did a decent job trying to express what I'm trying to achieve with the recommendation. Any other comments, are you all ready for the vote?

Motion passed unanimously.

Chairman Ceballos asked Mary anything else that needs to be started that's on that list? Mrs. Gaona replied the next project that we would be looking at would be the BiblioTech Office Renovation which is the community building at our Carlos Richter property. This project would be something in the near future. Chairman Ceballos: stated okay, alright. Commissioner Anita L. Guerra asked is there funding for that one or? Chairman Ceballos replied there's partial funding, probably most of the funding is in place because we have been accruing it through grants. Commissioner Anita L. Guerra: replied okay. Chairman Ceballos stated and that one is not a very big project. I'm excited really for all the projects but we are running out of time as a board so we will get them started you know but hopefully we can create a tie with the future board so we can see these all through, that's my bigger wish as we transition out that we have a good relationship with the folks coming so we can really help them. Vice Chairman Dr. Sergio D. Garza stated branching Chairman Ceballos replied yes, and be an extension of their service as well if we choose to do so. Alright again, I want to thank all the firms that responded, the board for your time and staff for packaging all this because it did take time, I'm sure and the board for evaluating them and taking good care of it. Alright with that we are going to return to the agenda back to item 9.

- B. Discussion and possible action to approve the operating policies, budgets, and rent schedules for Los Balcones Apartments and Bernal Sunrise Courts.

Chairman Ceballos stated this was the homework left for us, Mary and the team were to come back with recommended rents. Mrs. Gaona stated first to the rents, we did leave the \$75.00 dollar per month per student but added a full or partial rent waiver may be approved by the executive director. Commissioner Dr. Marisela Rodriguez Tijerina stated I want to thank the whole committee, the workshop I felt was very productive and I want to thank everyone that has been a part of this project. I think it's very beneficial to address the major issues that we have in our city and I think formulating whatever this committee wants to call it, an advisory council to help with the admissions and retention of these residents I think that's what we all agree because there's always going to be case by case study's. It's such a sensitive topic that it's hard to put a blanket approach on this so I think with this council and I trust that Mary will bring a council that will thoroughly look through the situations and I also want to address that I can't speak on behalf of TAMIU but I know that there's situations with students and they need more support I mean they can always reach out to TAMIU and LC because we have wonderful donors also that can help assist our students but I think the council that we've formulated and everything that is in red pretty much captures what we gathered in that meeting so thank you for that. Chairman Ceballos replied thank you very much for being part of that. So, the first time we did this, Mr. Poneck struck out the word administrative workshop but the intent was if the board has time to show up at an admirative meeting they can I'm just joking Doug. Doug Poneck replied all of a sudden it all came to life. Chairman Ceballos replied no, so we used to call those when I used to do some work for the county, we used to have these workshops and some of the commissioners would show up and some wouldn't so we always posted it and I think that helps because it gives the staff time to kind of scruff through the issues and if you want to join in you can join in and if there's a quorum it's been posted so I think it worked well. Thank you, Dr. Garza, I see that you're a part of that and I think Ms. Guerra and Ms. Freeman. Thank you for doing that and I do agree with your point about it's not all going to fit with the different students and not just the students but the homeless families. Vice-Chairman Dr. Sergio D. Garza replied well, I think of this case this past semester you know one particular student from TAMIU and of course you know I congratulate you Mary with the way you took care of it. Bottom line we got him through and we got him where he needed to get and so that was something unexpected for me. Chairman Ceballos commented well, its super personal I mean almost every time it's our staff that has to go meet the person right. Vice-Chairman Dr. Sergio D. Garza emphasized it's like going back to what Dr. Rodriguez says it's not like you're going to approach it the same every case is different so you know that's what happens here. Chairman Ceballos questioned did you all decide to keep the rents and my question is going to be about tiny homes are they going to be kept oh we already voted on that it was already approved as emergency, right. Vice-Chairman Dr. Sergio D. Garza replied yes. Mrs. Gaona responded it's part of these changes. Chairman Ceballos replied okay. Mrs. Gaona stated Chairman Ceballos, the only thing I wanted to say is that on page 9, I want to be able to remove what's in green from the policy. It was in the original policy, so if I can get authorization to remove that and leave the rent structure the

way it is on the top. Chairman Ceballos responded okay and that works for the city. Mrs. Gaona replied yes. Chairman Ceballos stated I think you all did good work; I mean that's great.

Commissioner Dr. Marisela Rodriguez Tijerina moved to approve the operating policies, budgets and rent schedules for Los Balcones Apartments and the Bernal Sunrise Courts.

Commissioner Gloria Ann Freeman seconded the motion.

Chairman Jose L. Ceballos stated Ms. Freeman seconds, as noted with the amendment stated by Mary in terms of the language, all those in favor say I. Motion passed unanimously.

- C. Discussion and possible action to consider agency-related out-of-town travel requests, as presented.

Chairman Jose L. Ceballos stated the next item for discussion is to consider agency related out of town travel request. So, I think that there is a list of opportunities for training. We used to have an excel spreadsheet before and Christy used to prepare that and with COVID I think that kind of went away. Now a days, you never even know if there is a conference because most of them are on-line. I believe there are opportunities we are circulating some that are semi urgent just for cost and fare purposes. There is a Main Street Conference that I think is a good opportunity; I know some of you will be attending that Main Street and have asked for some support in sending some folks and covering expenses. I think it's a good opportunity to get them to join, it could be a little bit more with Main Street but as a board and as an agency we already do with the inner-city summit and I think we could do more that could be helpful. So, Dr. Garza if you were able to go, that would be great. If you're not, then that's fine but I think that's a great opportunity to tie with Laredo Main Street. Vice Chairman Dr. Sergio D. Garza replied I'm able to go. Chairman Ceballos stated okay, Mary was there a listing sharing? Mrs. Gaona responded yes, it's just those three that we put on the communication. Chairman Ceballos replied it's not on this one. Mrs. Gaona stated it's in the background section of the communication. Chairman Ceballos replied okay, so Jessica you attended this vacant property conference, right? Jessica Martinez replied yes. Chairman Ceballos stated yes, so I am interested in that one. Jessica Martinez responded it's a good conference. Chairman Ceballos stated I am still sitting on the TIRZ but in a different role right now but I think that's going to be very important. The city did pass an ordinance related to vacant buildings and it started in January but fees really don't start registering until next year so we need to get to that. I know Tina with City Management and maybe share it with Main Street or with others that maybe want to be there because they're going to be the center of the vacant building ordinances and implementation. Jessica Martinez stated a lot of good information was provided. Chairman Ceballos stated this year HUD cancelled their DC in person conference, I don't know if they have a fall in person but right now, nothings come out. Anyway, stay on top of that in case you're wanting to go to these trainings.

Chairman Ceballos moved to approve related travel to the Main Street conference, the vacant property conference and if anybody wants to go to the Texas Housing Association conference.

Chairman Ceballos stated staff would be going to that one. Are there any other conferences from folks that are here that you all need to or want to include in this motion or from the board anything else that's out there? Commissioner Gloria Ann Freeman stated I do, as soon as one comes up, I need to take a resident commissioner training.

Chairman Ceballos modified his motion to include as the opportunity is presented, a resident commissioners training is authorized. Is there a second? Vice Chairman Dr. Sergio D. Garza seconded the motion. Motion passed unanimously.

- D. Discussion and possible action to ratify the hiring of a management position. This item may be discussed in closed session pursuant to Texas Government Code, Section 551.074 (personnel matters).

Chairman Ceballos stated is there any personnel matter that you think that may need to go into executive session Mary or are we good to do it in public. Mrs. Gaona responded we are good to do it in public. Chairman Ceballos replied alright go ahead. Mrs. Gaona stated I would like to request authorization or ratification of the action of filling the Assistant Director of Housing Management position on April 4th with Ms. Raquel Aguilar. Chairman Ceballos responded okay, great so yes, Mary shared this with me and I shared it with Dr. Garza in a non-quorum. We just wanted to make sure that things were looked at and we didn't want to lose the opportunity of keeping you before you went on to someone else because we didn't have a board meeting. So, we appreciate you being available to start as quickly as Mary told us you could and thank you for choosing to come work for us, we look forward to seeing you do well in our organization. Assistant Director of Housing Management Raquel Aguilar replied thank you for the opportunity. Chairman Ceballos responded thank you, alright is there a motion to ratify this action.

Vice Chairman Dr. Sergio D. Garza moved to approve. Commissioner Gloria Ann Freeman seconded the motion. Motion passed unanimously.

12. EXECUTIVE SESSION IN ACCORDANCE WITH THE TEXAS GOVERNMENT CODE

The Board of Commissioners for the Housing Authority of the City of Laredo reserve the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed on the posted agenda, above, as authorized by the Texas Government Code, including Sections 551.071 (consultation with attorneys), 551.072 (deliberations about real property), 551.073

(deliberations about gifts and donations). 551.074 (personnel matters), 551.076 (deliberations about security devices), and 551.086 (economic development).

13. ACTION ON ANY EXECUTIVE SESSION ITEM

14. ADJOURNMENT

Chairman Ceballos moved to adjourn and then convene as a different organization. Commissioner Gloria Ann Freeman seconded the motion. Motion passed unanimously.

Meeting adjourned at 1:04 p.m.

Jose L. Ceballos, Chairman

Mary Gaona, Executive Director

DRAFT

EXECUTIVE DIRECTOR'S REPORT



Staff Development

- May 17, 2022
Nelrod (Webinar)
Attendees: Raquel Aguilar
HUD – Adopting Best Practices for Remote Operations
- May 17, 2022
HUD (Webinar)
Attendees: Raquel Aguilar
HUD- Adopting Best practices for Remote Operations Session 1
- May 19, 2022
HUD (Webinar)
Attendees: Raquel Aguilar
HUD- Adopting Best practices for Remote Operations Session 2
- June 2, 2022
Microsoft (Webinar)
Attendees: Raquel Aguilar
Q2 Worksite Wellness Employer Webinar - The Hybrid Workplace and Rise of Digital Wellbeing
- June 10, 2022
HUD (Webinar)
Attendees: Raquel Aguilar
PIC/EIV Basics
- June 14, 2022
HUD (Webinar)
Attendees: Jennifer Barrientos and Mary Gaona
HUD – All PHA call information PIH Notice 2022-14, CFP FY22 Guidance, EPIC Info.
- June 28, 2022
HUD (Webinar)
Attendees: Jennifer Barrientos
HUD – Funding available to communities to address Unsheltered and rural homelessness through a special CoC Program Notice of Funding Opportunity.
- June 28, 2022
HUD Exchange (Webinar)
Attendees: Melissa Ortiz
HCV Overview Video Series: Two-Year Tool
- July 11, 2022
HUD (Webinar)
Attendees: Jennifer Barrientos, Sonia Flores, Ana Martínez, Bulmaro Cruz, and Mary Gaona
HUD Capital Fund Guidebook Training: Eligible Activities

- July 13, 2022
THN (Webinar)
Attendees: Unsheltered NOFO: Community Planning & Applying for Funding
Jessica Martínez and Mary Gaona
- July 14, 2022
Nelrod (Webinar)
Attendees: Screening & Evictions for Drugs and Criminal History
Alondra Badillo, Gabriela Cisneros, Cynthia Cortez, Adela Lira, Patricia Muñoz, Melissa Ortiz
- July 14, 2022
HUD Exchange (Webinar)
Attendees: EHV Landlord Engagement/Housing ID Webinar
Melissa Ortiz
- July 19-20, 2022
Nelrod (Webinar)
Attendees: Procurement & Contract Management
Valeria Cabello
- July 25, 2022
HUD (Webinar)
Attendees: HUD – Capital Fund Guidebook training: Obligations & Expenditures
Jennifer Barrientos, Ana Martinez, Bulmaro Cruz, and Mary Gaona
- July 28, 2022
Nelrod (Webinar)
Attendees: HCV Applicant and Participant File Management
Alondra Badillo, Gabriela Cisneros, Cynthia Cortez, Adela Lira, Patricia Muñoz, Melissa Ortiz



Vacant Positions

- Executive Administrator
- License Professional Counselor (LPC)
- Construction Project Manager
- Accountant
- Rapid Rehousing Case Manager
- Clerk
- BiblioTech Technician
- Maintenance Aide



Permanent Supportive Housing

After our Emergency Shelter & Supportive Housing Facilities Master planning session on May 7, 2021. A permanent Supportive Housing Subcommittee was formed to assist on the planning and development of a Permanent Supportive Housing Project.

The committee has proposed to build 100 units located at 1500 East Calton.

- Border Region Behavioral Health Center, Maria Sanchez, Executive Director
- Gateway Community Health Center, Inc. Mara Lopez, Director of Marketing
- Laredo Housing Authority, Jose L. Ceballos, Board Chairman
- Laredo Housing Authority, Dr. Sergio D. Garza, Vice-Chairman
- Laredo Housing Authority, Mary Gaona, Executive Director – Subcommittee Chair
- Texas Veterans Leadership Program, Gabriel Lopez, Assistant Director
- LISD Board of Trustees District 2, Guadalupe 'Lupillo' Gomez

On June 24, 2022, a meeting was held at Border Region with committee members and Slay Architecture.

On July 20, 2022, Slay Architecture submitted their proposal for review.

On July 21, 2022, Slay Architecture submitted a revised proposal which is currently being reviewed.



Housing Tax Credit Properties

Casa Verde Apartments

Casa Verde Apartments as of: 07/01/2022				
Br Size	Total Units	Occupied	Pre-Leased	VACANT
1	40	39	1	0
2	80	77	3	0
3	32	31	0	1
TOTAL	152	147	4	1

River Bank Village Apartments

River Bank Village Apartments as of: 07/01/2022				
Br Size	Total Units	Occupied	Pre-Leased	VACANT
1	40	40	0	0
2	80	78	2	0
3	32	32	0	0
TOTAL	152	150	2	0

Public Housing

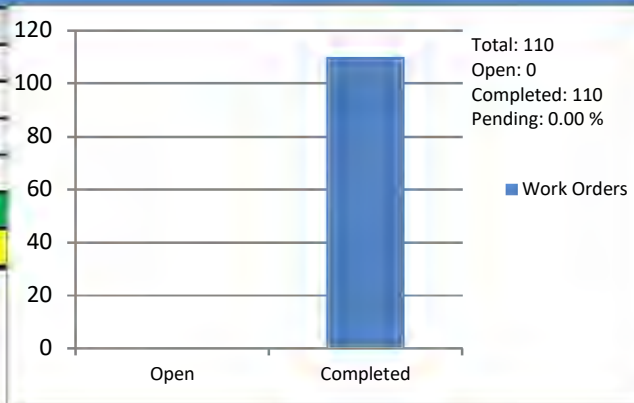
Indicator	Target	April	May	June
PIC Score	100%	98.87%	99.07%	99.60%
Waiting List - Public Housing	500	329	300	228
Waiting List - Elderly	300	55	62	68
Waiting List - Farm Labor	10	8	11	12
Waiting List - Asherton	10	12	15	14

Legend	
Good	
Fair	
Poor	

AMP 1 - Colonia Guadalupe (272 Units)

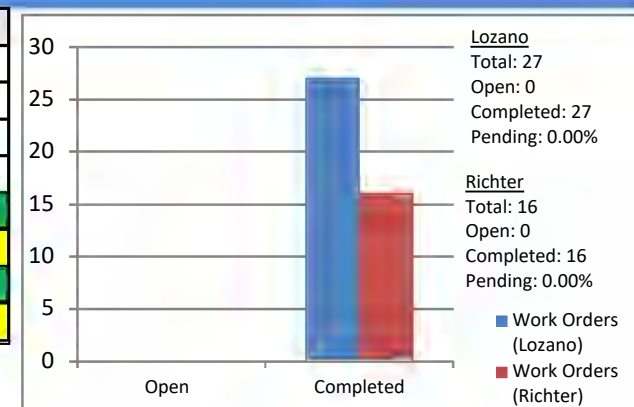
Indicator	Target	April	May	June
Units Leased*	271	271	271	271
Units Vacant**	≤5	0	0	0
Occupancy Rate	98%	100%	100%	100%
Tenant Visits	20	17	13	15
Facility Conditions		Good	Good	Good
Landcaping Conditions		Fair	Fair	Fair

*One unit is offline for the Laredo Police Department



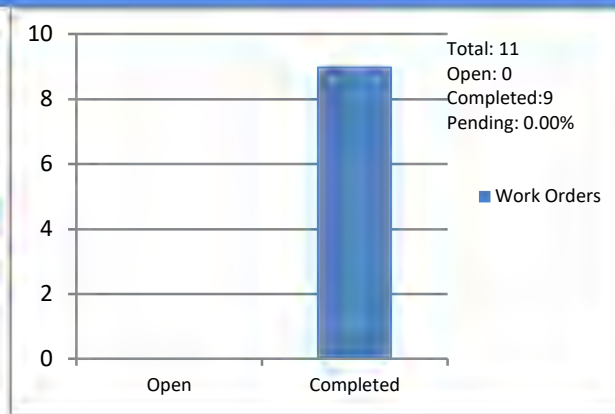
AMP 3 - Ana Maria Lozano and Carlos Richter (226 Units)

Indicator	Target	April	May	June
Units Leased	226	225	226	226
Units Vacant*	≤5	1	0	0
Occupancy Rate	98%	100%	100%	100%
Tenant Visits	20	9	20	16
Facility Conditions (Lozano)		Good	Good	Good
Landcaping Conditions (Lozano)		Fair	Fair	Fair
Facility Conditions (Richter)		Good	Good	Good
Landcaping Conditions (Richter)		Fair	Fair	Fair



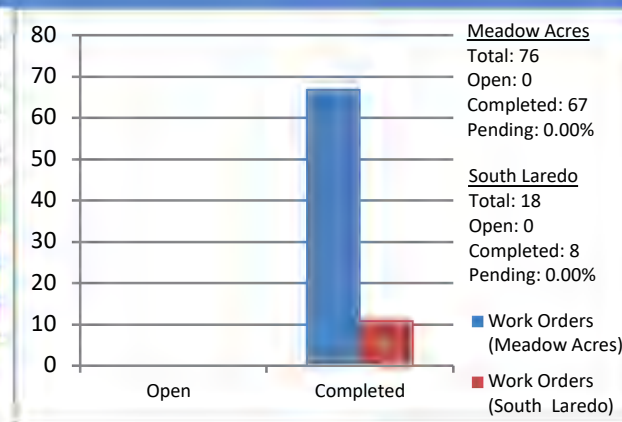
AMP 4 - Senior Home (100 Units)

Indicator	Target	April	May	June
Units Leased	100	100	100	100
Units Vacant*	≤2	0	0	0
Occupancy Rate	98%	100%	100%	100%
Tenant Visits	10	3	5	5
Facility Conditions		Good	Good	Good
Landscaping Conditions		Fair	Fair	Fair



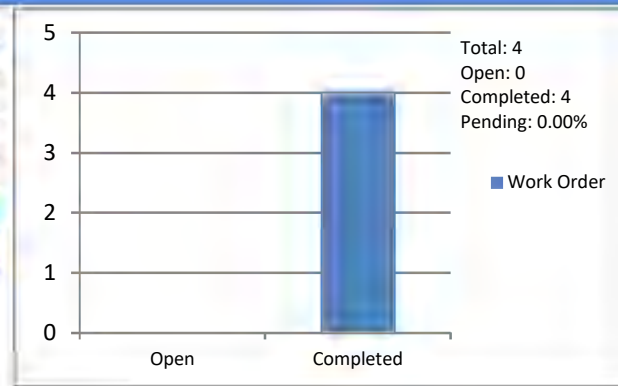
AMP 5 - Meadow Acres and South Laredo (134 Units)

Indicator	Target	April	May	June
Units Leased	134	133	134	134
Units Vacant	≤3	1	0	0
Occupancy Rate	98%	99%	100%	100%
Tenant Visits	20	12	10	15
Facility Conditions (Meadow Acres)		Good	Good	Good
Landscaping Conditions (Meadow Acres)		Fair	Fair	Fair
Facility Conditions (South Laredo)		Good	Good	Good
Landscaping Conditions (South Laredo)		Fair	Fair	Fair



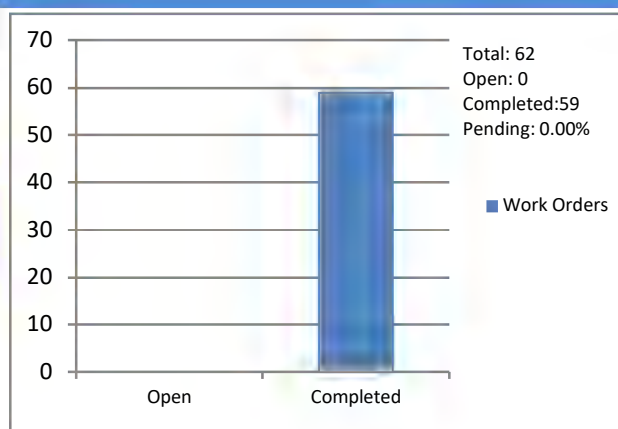
AMP 6 Asherton (32 Units)

Indicator	Target	April	May	June
Units Leased	32	27	27	26
Units Vacant	≤1	5	5	6
Occupancy Rate	97%	84%	84%	81%
Tenant Visits	10	2	2	32
Facility Conditions		Good	Good	Good
Landcaping Conditions		Fair	Fair	Fair



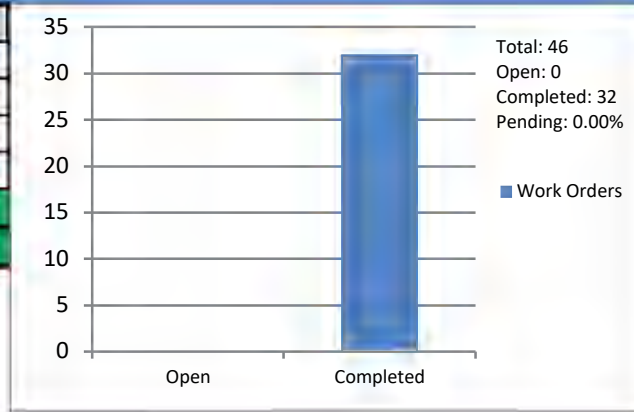
Farm Labor (48 Units)

Indicator	Target	April	May	June
Units Leased	48	41	39	38
Units Vacant	≤1	7	9	10
Occupancy Rate	98%	85%	81%	79%
Tenant Visits	10	3	7	2
Facility Conditions		Fair	Fair	Fair
Landcaping Conditions		Fair	Fair	Fair



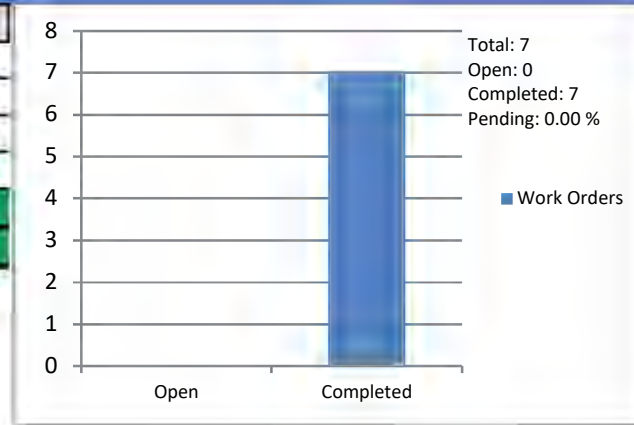
Russell Terrace (200 Units)

Indicator	Target	April	May	June
Units Leased	200	195	197	198
Units Vacant	≤4	5	3	2
Occupancy Rate *	98%	98%	99%	99%
Tenant Visits	10	4	18	10
Facility Conditions		Good	Good	Good
Landcaping Conditions		Good	Good	Good



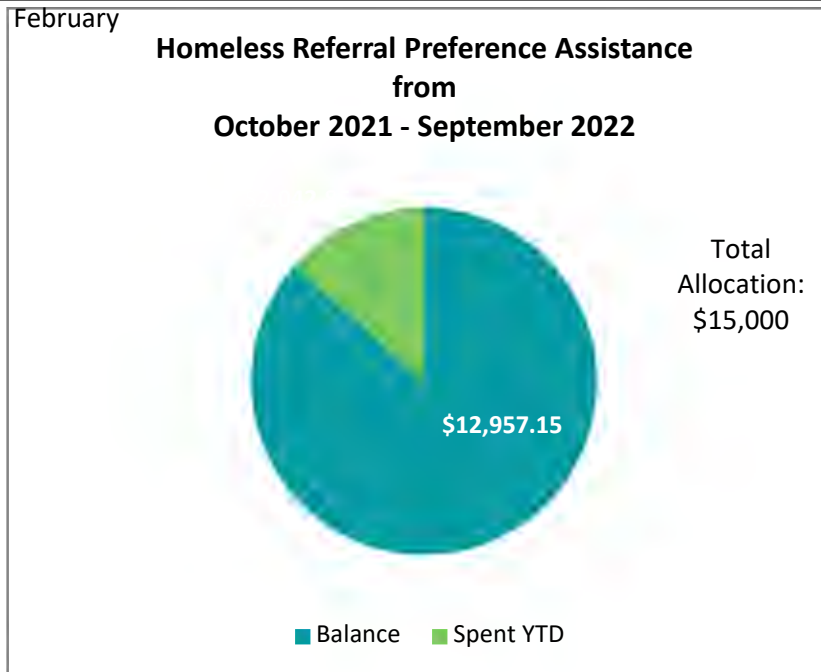
Meadow Elderly (30 Units)

Indicator	Target	April	May	June
Units Leased	30	29	29	30
Units Vacant	≤1	1	1	0
Occupancy Rate	97%	97%	97%	100%
Tenant Visits	10	20	24	5
Facility Conditions		Good	Good	Good
Landcaping Conditions		Good	Good	Good



Housing Choice Voucher Program CY 2022

Indicator	Target	January	February	March	April	May	June	July	August	September	October	November	December
PIC Score	100%	102.98%	104.11%	104.34%	105.09%	104.54%	104.06%						
Lease Up	98%	99.10%	98.50%	99.40%	99.90%	100.00%	99.30%						
HAP Utilization	100%	101.40%	100.40%	101.30%	101.90%	102.50%	103.10%						
Unit Months Leased	100%	1,606	1,595	1,610	1,619	1,620	1,609						
Waiting List - Section 8 HCV	500	576	476	425	275	1,220	1,124						
Waiting List - Zapata	10	21	6	20	12	26	8						
Waiting List - Asherton	10	5	4	11	4	15	5						
Waiting List - PBV Non-RAD Russell Terrace	200	452	407	397	397	386	383						
Waiting List - RAD Russell Terrace	200	581	533	521	521	505	505						
Waiting List - RAD Meadow Elderly	30	35	55	85	99	127	129						
Waiting List Casa Verde*	N/A	482	465	465	462	462	462						
Waiting List Mod Rehab**	N/A	144	115	232	232	228	202						
Waiting List Adalberto Nava NW**	N/A	53	53	53	53	53	53						
Waiting List - Emergency Housing Vouchers	N/A	20	33	35	35	36	35						
Total New Admissions	N/A	9	22	24	10	22	18						
Zapata Vouchers	118	55	55	60	59	58	59						
Asherton Vouchers	32	14	14	14	14	12	12						



Laredo Housing Authority
Section 8 Management Assessment Program (SEMAP) Scores
Projected SEMAP Points for FY 2022 & FY 2023

SEMAP Indicator	Indicator Description	Possible Points	Maximum Score	FY 2022 Score	FY 2023 Projected Score
1. Selection & Admission from the Waiting List	The HA can demonstrate that 98% of applicants were selected from the waiting list in accordance with written policies included in the Administrative Plan.	0 or 15	15	15	15
2. Rent Reasonable	Measures if HA has implemented a reasonable method to determine and document, for each unit leased, that the rent payable to the owner is reasonable based on current rents for comparable unassisted units.	0, 15 or 20	20	20	20
3. Determination of Adjusted Income	At the time of admission and annual reexamination, the HA verifies and correctly determines adjusted annual income for each assisted family. Where the family is responsible for utilities under the lease, the HA uses the appropriate utility allowance.	0, 15 or 20	20	20	20
4. Utility Allowance Schedule	The HA maintains an up-to-date utility allowance schedule.	0 or 5	5	5	5
5. HQS Quality Control Inspections	A qualified person reinspects a sample of the total units under contract during the HA's last fiscal year. The sample must be drawn from recently completed HQS inspections.	0 or 5	5	5	5
6. HQS Enforcement	For each HQS fail cited, life threatening deficiencies are corrected within 24 hours and all other deficiencies are corrected within 30 days or extension approved. If deficiencies are not corrected, payment is abated.	0 or 10	10	10	10
7. Expanding Housing Opportunities	The HA has adopted and implemented a written policy to encourage participation by owners of units outside areas of poverty or minority concentration. The HA informs families of the full range of areas where they may lease units including a list of available units.	0 or 5	5	5	5
8. Fair Market Rent (FMR) Limit and Payment Standards	HA has adopted Payment Standards (PS) schedule that establishes voucher PS amounts by unit size for each FMR area. PS do not exceed 110% or are below 90% of the current published FMR's.	0 or 5	5	5	5
9. Annual Reexamination	HA completes a reexamination for each participating family at least every 12 months.	0, 5, or 10	10	10	10
10. Correct Tenant Rent Calculation	HA correctly calculated the tenant's share of rent.	0 or 5	5	5	5
11. Pre-Contract HQS Inspections	Newly leased units passed HQS inspection on or before the beginning date of the assisted lease and HAP contract.	0 or 5	5	5	5
12. Annual HQS Inspections	HA inspects each unit under contract at least annually.	0, 5, or 10	10	10	10
13. Lease-UP	HA leased a percentage of units during the calendar year or expended a percentage of allocated budget to support lease-up. The percentage for 98% or higher, 95% or higher or less than 95%.	0, 15 or 20	20	20	20
14. Family Self-Sufficiency	The HA has: a) enrolled families in FSS as required; and, b) the extent of the HA's progress by measuring the percent of current FSS participants with progress reports entered in MTCS that have had increases in earned income that resulted in escrow account.	0, 3, 5, 8 or 10	10	10	10
15. Bonus Indicator-Deconcentration	Metropolitan HA's are entitled to bonus points if the following deconcentration criteria are met; a) Half or more of all Section 8 families with children reside in low poverty census tract's in LHA is at least 2% higher than the % of families with children residing in low poverty areas at the end of FY.	0 or 5	5	0	0
Performance Rating:	90% + High Performer Rating	Total	150	145	145
	61% - 89% Standard Performer Rating	Total Points without Bouns		145	145
	Less than 60% Troubled Rating	Percentage for Laredo		100.00%	100.00%
		Total Possible Points with Bonus Indicator		150	150

Laredo Housing Authority
FSS Participants & Escrow Balance
As of 6/30/2022

	FSS Participant	Escrow Balance
1	Alvarado, B	\$ 6,856
2	Arreguin, A	\$ 5,296
3	Arreola, S	\$ -
4	Arriaga, P	\$ 162
5	Barrientos, V	\$ 6,904
6	Barrios, A	\$ -
7	Bernal, L	\$ -
8	Briseno, R	\$ -
9	Cavazos, S	\$ -
10	Contreras, S	\$ -
11	Cuellar, L	\$ 10,075
12	De La Fuente, M	\$ -
13	Escobedo, P	\$ 544
14	Garcia, E	\$ 3,728
15	Guerrero, O	\$ 3,824
16	Hernandez, M	\$ -
17	Martinez, MJ	\$ -
18	Martinez, M	\$ 9,053
19	Mata, A	\$ 6,142
20	Melendez, E	\$ 1,072
21	Rodriguez, J	\$ 3,409
22	Ruiz, A	\$ 596
23	Solis, D	\$ -
24	Stakely, A	\$ 4,264
		\$ 61,925

Enrolled FSS	
FSS Mandatory Slots	29
FSS Slots Filled	24
Percentage of Filled Slots	82.76%

Escrow Balance	
Participants with Escrow Balance	14
FSS Mandatory Slots	29
Percentage of Filled Slots	48.28%

SEMAP Indicator 14 FSS Points
10
As of 3/31/2023

IT Projects

Project	Start Date	Est. End Date	Progress
Internet Switchover	5/27/2019	9/30/2019	95%
Firewall Replacement (IPCop to pFsense)	8/1/2021	1/1/2022	85%
IT Migration to Col. Guadalupe	11/16/2020	July 2021 (tentative)	85%
Repair of fiber and conduit, Bldg A*	7/5/2022	7/19/2022	100%
Preparation of New Data Room	4/4/2022	6/1/2022	95%
Cloud Backup System	8/23/2021	10/31/2021	30%
Equipment Disposition*	7/9/2022	7/27/2022	80%
Applicant & Resident Portals*	6/15/2022	8/1/2022	60%
Network Cabling, Bldg C*	6/30/2022	7/6/2022	100%
Relocation of Timeclocks, Bldg A*	7/5/2022	7/31/2022	100%
Camera Install and Setup, Bldg D	6/27/2022	7/31/2022	100%
Kronos Implementation, Phase II	TBD		0%

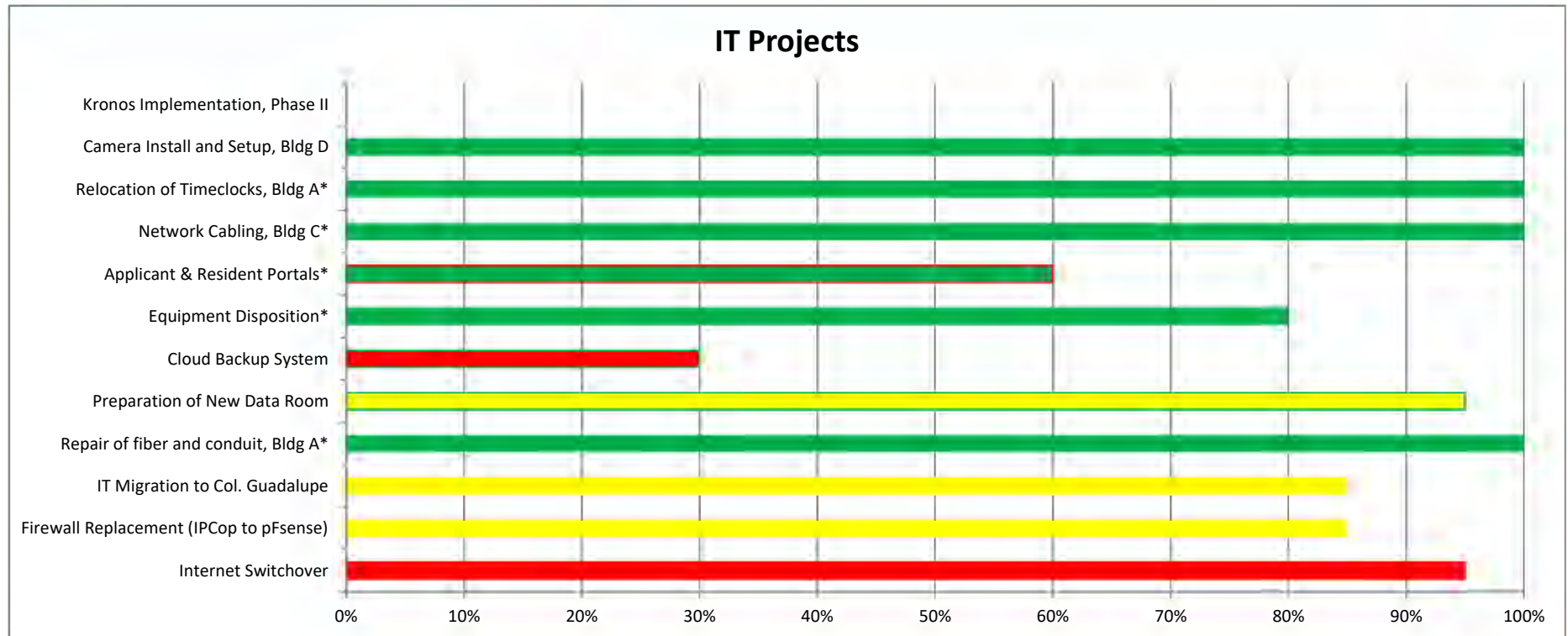
NOTE: Items marked with an asterisk (*) were worked on during this month.

on-time	green
yellow	late
red	paused

Projects on Radar:
Paperless Initiative
Bibliotech Expansion
Implement Active Directory
Master Plan Implementation
Web Based Backup Storage
Fleet Management
Mobile Device Management Solution

Last 15 Completed Projects:
Relocate Public Housing Office
Relocate Construction Mgt Office
EIV Users
LHA Website migration to virtual
Asset Disposition
Yardi Elevate
Yardi RentCAFE
Yardi Letters
Russell Terrace Bbtech (IT Items)
Ana Lozano Bbtech (IT Items)
Transition to Win 10 Pro
Yardi Landlord Portal
Internet Service at Los Balcones
Mainserver replacement
Document Disposition
Fiber Optic cable install at Colguad

IT Projects



Rapid Rehousing Grant

- Award received June 24, 2022 in the amount of \$236,632.00 for Grant FY 2021
- Term: February 01, 2022 - January 31, 2023

UPDATE:

- As of June 30, 2022 we are at capacity for RRH families/Individuals
 - Families: 9
 - 2 of the 9 families are new to the RRH
 - Individuals: 0
 - Elderly: 2
- 8 families and 1 individual transitioned to EHV
- 3 families will be transitioning to HCV

Emergency Housing Voucher (EHV)

- Award letter received July 01, 2021
- Awarded 85 Vouchers

As of June 30, 2022

UPDATE:

The Emergency Housing Voucher requires a direct referral from the Continuum of Care through its local Coordinated Entry Entity.

- Bethany House of Laredo has been conducting the Coordinated Assessments
 - 72 vouchers are utilized
 - 04 vouchers are pending inspection
 - 09 vouchers are searching
 - 35 homeless certification have been received for waiting list



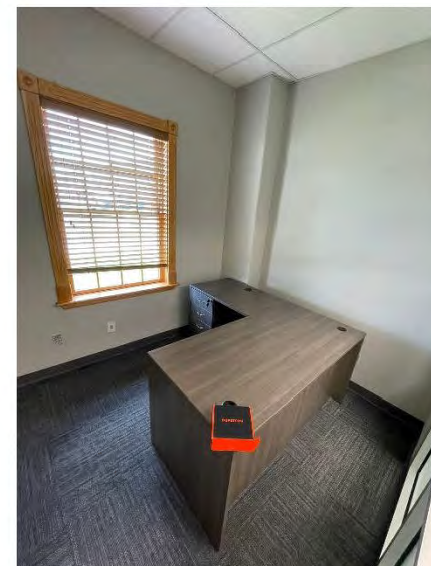
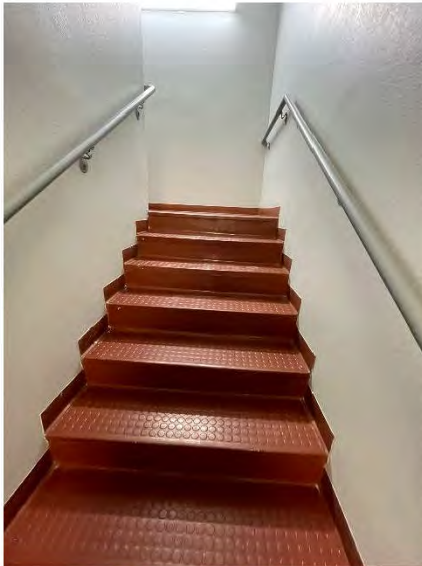
LHA Administration Building A - 1st Floor

Project		Progress
Demolition	Completed	100%
Framing	Completed	100%
Glass & Glazing	Ongoing	94%
Sheetrock	Completed	100%
Painting	Completed	100%
Flooring	Completed	100%
Plumbing Top-Out	Completed	100%
Plumbing Finish	Completed	100%
Brick	Completed	100%
HVAC	Ongoing	85%
Electrical Rough-In	Completed	100%
Electrical Finish	Ongoing	99%
Ceiling Grid	Ongoing	98%
Finish Carpentry	Ongoing	98%
	Estimated Progress To-Date	98.14%

* As of 7/25/2022



Building A - Two Story Building 1st Floor





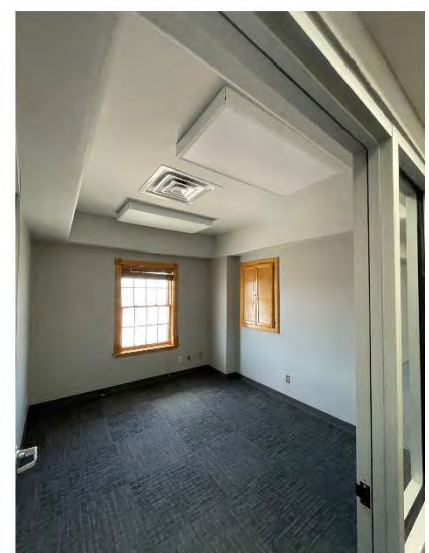
LHA Administration Building A - 2nd Floor

Project		Progress
Demolition	Completed	100%
Framing	Completed	100%
Glass & Glazing	Ongoing	96%
Sheetrock	Completed	100%
Painting	Completed	100%
Flooring	Ongoing	80%
Plumbing Top-Out	Completed	100%
Plumbing Finish	Completed	100%
Brick	Completed	100%
HVAC	Ongoing	85%
Electrical Rough-In	Completed	100%
Electrical Finish	Ongoing	99%
Finish Carpentry	Ongoing	98%
Estimated Progress To-Date		96.77%

* As of 7/25/2022



Building A - Two Story Building 2nd Floor





Colonia Guadalupe Maintenance Shop Building E

Project		Progress
Site Demolition	Awarded to Bronze Builders, LLC. - Ongoing	75%
Earth Work (Building Pad)	Awarded to Bronze Builders, LLC. - Ongoing	50%
Foundation	Awarded to Bronze Builders, LLC. - Not started yet	
Plumbing Rough-In	Awarded to Bronze Builders, LLC. - Not started yet	
Electrical Rough-In	Awarded to AC/DC, Inc. - Not started yet	
Framing	Awarded to Mr. Adrian Garza. - Not started yet	
Plumbing Top-Out	Awarded to Bronze Builders, LLC. - Not started yet	
HVAC Rough-In	Pending revision to construction documents	
Roofing	Awarded to Mr. Antonio Fermin - Not started yet	
Garage Door Installation	Pending Quotes	
Insulation	Awarded to Mr. Juan Carlos Elguezabal - Not started yet	
Sheetrock	Awarded to Mr. Juan Carlos Elguezabal - Not started yet	
Tape & Floating	Awarded to Mr. Juan Carlos Elguezabal - Not started yet	
Painting	Awarded to Mr. Juan Carlos Elguezabal - Not started yet	
Finish Carpentry	Pending revision to construction documents	
Plumbing Finish	Awarded to Bronze Builders, LLC. - Not started yet	
Brick	Awarded to Bronze Builders, LLC. - Not started yet	
HVAC Finish	Pending revision to construction documents	
Electrical Finish	Awarded to AC/DC, Inc. - Not started yet	
Painting Touch-Ups	Awarded to Mr. Juan Carlos Elguezabal - Not started yet	
Clean-Up		
Estimated Progress To-Date		5.95%

* As of 7/25/2022



Building E- Maintenance Shop





Housing Authority of the City of Laredo

June 2022 Unaudited Financials

**Housing Authority of the City of Laredo
Revenue & Expenditures Report
FY 2022-2023
As of June 30, 2022**

	COCC CENTRAL OFFICE COST CENTER	AMP 1 COLONIA GUADALUPE	AMP 3 CARLOS RICHTER/ ANA MARIA LOZANO	AMP 4 SENIOR HOME	AMP 5 MEADOW ACRES/ SOUTH LAREDO	AMP 6 ASHERTON	TOTAL AMPS
Opening Balance	1,806,537	5,611,828	5,250,932	938,568	2,659,205	602,836	15,063,369
Revenues							
April 2022 to May 2022	197,874.57	278,354.38	258,269.91	103,920.24	69,079.00	1,853.00	711,476.53
June 30, 2022	99,258.23	143,730.01	113,026.22	53,860.15	129,648.98	33,467.97	473,733.33
Total Revenues	297,132.80	422,084.39	371,296.13	157,780.39	198,727.98	35,320.97	1,185,209.86
Expenses							
April 2022 to May 2022	154,871.49	246,912.18	238,137.45	97,822.05	125,432.81	12,740.45	721,044.93
June 30, 2022	77,411.07	97,901.08	97,085.34	41,743.47	50,351.47	16,859.09	303,940.45
Total Expenses	232,282.56	344,813.26	335,222.78	139,565.52	175,784.28	29,599.54	1,024,985.38
YTD Net Profit / Loss	\$64,850.24	\$77,271.13	\$36,073.35	\$18,214.87	\$22,943.70	\$5,721.43	\$160,224.48
Ending Balance	1,871,386.96	5,689,098.92	5,287,005.60	956,782.78	2,682,149.10	608,557.41	15,223,593.81

**Housing Authority of the City of Laredo
Revenue & Expenditures Report
FY 2022-2023
As of June 30, 2022**

	Section 8 Voucher	Farm Labor
Opening Balance	1,205,009.80	988,846.00
Revenues		
April 2022 to May 2022	2,313,328.41	22,610.45
June 30, 2022	1,033,425.37	1,092.46
Total Revenues	3,346,753.78	23,702.91
Expenses		
April 2022 to May 2022	1,969,403.30	10,268.50
June 30, 2022	989,419.85	4,985.36
Total Expenses	2,958,823.15	15,253.86
COVID Revenue		
COVID Expenses		
Net Profit / Loss	387,930.63	8,449.05
Ending Balance	1,592,940.43	997,295.05

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
COCC—Central Office Cost Center
As of June 30, 2022

Description	Jun-22				April 2022- June 2022				Annual	
	Monthly Budget	Monthly Actual	Monthly Variance	%	YTD Budget	YTD Actuals	YTD Variance	%	Budget	%
OPENING BALANCE					1,806,537					
REVENUES										
Management Fees	102,875	72,571	30,305	71%	308,625	217,712	90,914	71%	1,234,501	18%
Bookkeeping Fees	16,892	16,847	45	100%	50,676	50,541	135	100%	202,703	25%
Asset Management Fees	8,110	7,640	470	94%	24,330	22,920	1,410	94%	97,320	24%
Interest	465	1,001	(536)	215%	1,394	2,354	(961)	169%	5,574	42%
Other Income	1,917	1,200	717	63%	5,750	3,606	2,144	63%	23,000	16%
TOTAL REVENUES AVAILABLE	130,258	99,258	31,000	76%	390,775	297,133	93,642	76%	1,563,099	19%
EXPENDITURES										
Administrative:										
Administrative Salaries	77,766	52,979	24,787	68%	233,298	158,627	74,670	68%	933,191	17%
Administrative Benefits	24,308	12,274	12,034	50%	72,925	39,125	33,800	54%	291,700	13%
Legal	1,500	743	758	50%	4,500	743	3,758	17%	18,000	4%
Staff Training / Travel	1,250	-	1,250	0%	3,750	-	3,750	0%	15,000	0%
Audit Costs	833	-	833	0%	2,500	-	2,500	0%	10,000	0%
Advertising and Marketing	250	670	(420)	268%	750	670	80	89%	3,000	22%
Administrative Other – Computer Operations	1,333	1,131	202	85%	4,000	1,464	2,536	37%	16,000	9%
Administrative Other – Office Expenses	4,167	4,562	(396)	109%	12,500	16,775	(4,275)	134%	50,000	34%
Total Administrative	111,408	72,360	39,048	65%	334,223	217,405	116,818	65%	1,336,892	16%
Utilities:										
Water	44	89	(45)	204%	131	227	(96)	173%	525	43%
Electricity	1,000	1,564	(564)	156%	3,000	1,564	1,436	52%	12,000	13%
Gas	33	-	33	0%	100	-	100	0%	400	0%
Fuel	125	169	(44)	136%	375	260	115	69%	1,500	17%
Sewer	33	165	(131)	494%	100	165	(65)	165%	400	41%
Other Expenses (Mandates)	38	62	(25)	166%	113	62	50	55%	450	14%
Total Utilities	1,273	2,050	(777)	161%	3,819	2,278	1,540	60%	15,275	15%
Maintenance and Operations:										
Materials	208	-	208	0%	625	53	572	8%	2,500	2%
Contracts	2,083	2,232	(149)	107%	6,250	10,240	(3,990)	164%	25,000	41%
Total Maintenance and Operations	2,292	2,232	59	97%	6,875	10,292	(3,417)	150%	27,500	37%

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
COCC—Central Office Cost Center
As of June 30, 2022

Description	Jun-22				April 2022- June 2022				Annual Budget	
	Monthly Budget	Monthly Actual	Monthly Variance	%	YTD Budget	YTD Actuals	YTD Variance	%	Budget	%
General Expenses										
Insurance	542	769	(227)	142%	4,875	2,307	2,568	47%	6,500	35%
Total General Expenses	542	769	(227)	142%	4,875	2,307	2,568	47%	6,500	35%
TOTAL EXPENDITURES	115,514	77,411	38,103	67%	349,792	232,283	117,509	66%	1,386,167	17%
NET INCOME (LOSS)		21,847				64,850			176,932	
Fund Balance						<u>1,871,387</u>				

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
AMP 1 – COLONIA GUADALUPE
As of June 30, 2022

Description	Jun-22				April 2022- June 2022				Annual	
	Monthly Budget	Monthly Actual	Monthly Variance	%	YTD Budget	YTD Actuals	YTD Variance	%	Budget	%
OPENING BALANCE						5,611,828				
REVENUES										
Dwelling Rent	50,333	44,489	5,844	88%	151,000	132,611	18,389	88%	604,000	22%
HUD Contributions	85,979	93,007	(7,028)	108%	257,938	273,507	(15,569)	106%	1,031,751	27%
Interest	4,450	5,201	(751)	117%	13,350	12,486	864	94%	53,400	23%
Other Income	35	26	9	0%	106	26	80	0%	425	6%
Other Income-Tenants	792	1,007	(215)	127%	2,375	3,454	(1,079)	145%	9,500	36%
TOTAL REVENUES AVAILABLE	130,118	143,730	(8,764)	110%	424,769	422,084	(34,919)	99%	1,699,076	25%
EXPENDITURES										
Administrative:										
Administrative Salaries	20,749	14,355	6,394	69%	62,248	50,438	11,810	81%	248,990	20%
Administrative Benefits	7,788	4,443	3,345	57%	23,365	12,222	11,143	52%	93,459	13%
Management Fees	15,450	15,393	57	100%	46,349	46,178	92,102	100%	185,397	25%
Bookkeeping Fees	2,033	2,033	-	100%	6,098	6,098	13,935	100%	24,390	25%
Asset Management Fees	2,710	2,720	(10)	100%	8,130	8,160	19,040	100%	32,520	25%
Legal	667	45	622	7%	2,000	205	1,795	10%	8,000	3%
Staff Training / Travel	167	1	165	1%	500	630	(130)	126%	2,000	31%
Audit Costs	979	-	979	0%	2,938	-	2,938	0%	11,750	0%
Advertising and Marketing	250	28	222	11%	750	28	722	4%	3,000	1%
Administrative Other – Computer Operatio	833	1,258	(424)	151%	2,500	1,878	622	75%	10,000	19%
Administrative Other – Office Expenses	6,667	1,228	5,439	18%	20,000	3,974	16,026	20%	80,000	5%
Total Administrative	58,292	41,504	16,788	71%	174,877	129,810	170,003	74%	699,506	19%
Tenant Services:										
Tenant Services Salaries	2,949	6,490	(3,541)	220%	8,846	8,846	0	100%	35,386	25%
Tenant Services Benefits	591	1,330	(739)	225%	1,773	379	1,393	21%	7,090	5%
Tenant Services Contracts	167	-	167	0%	500	235	265	47%	2,000	12%
Total Tenant Services	3,706	7,820	(4,114)	211%	11,119	9,460	1,659	85%	44,476	21%

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
AMP 1 – COLONIA GUADALUPE
As of June 30, 2022

Description	Jun-22				April 2022- June 2022				Annual	
	Monthly Budget	Monthly Actual	Monthly Variance	%	YTD Budget	YTD Actuals	YTD Variance	%	Budget	%
Utilities:										
Water	500	507	(7)	101%	1,500	1,085	415	72%	6,000	18%
Electricity	3,750	3,334	416	89%	11,250	7,154	4,096	64%	45,000	16%
Gas	63	91	(29)	146%	188	91	97	49%	750	12%
Fuel	458	421	37	92%	1,375	868	507	63%	5,500	16%
Sewer	42	165	(123)	395%	125	165	(40)	132%	500	33%
Other Expenses (Mandates)	67	87	(20)	130%	200	87	113	43%	800	11%
Total Utilities	4,879	4,605	274	94%	14,638	9,449	5,189	65%	58,550	16%
Maintenance and Operations:										
Maintenance Salaries	27,007	13,021	13,985	48%	81,020	37,040	43,980	46%	324,080	11%
Maintenance Benefits	11,419	4,005	7,415	35%	34,258	12,571	21,687	37%	137,033	9%
Materials	10,417	6,006	4,411	58%	31,250	28,710	2,540	92%	125,000	23%
Contracts	6,667	11,757	(5,090)	176%	20,000	30,177	(10,177)	151%	80,000	38%
Total Maintenance and Operations	55,509	34,789	20,721	63%	166,528	108,498	58,030	65%	666,113	16%
Protective Services:										
Contracts	5,000	3,253	1,747	65%	15,000	9,518	5,482	63%	60,000	16%
Total Protective Services	5,000	3,253	1,747	65%	15,000	9,518	5,482	63%	60,000	16%
General Expenses										
Insurance	5,583	5,930	(347)	106%	16,750	17,791	(1,041)	106%	67,000	27%
Payment in Lieu of Taxes	5,000	-	5,000	0%	15,000	60,287	(45,287)	402%	60,000	100%
Collection Losses	250	-	250	0%	750	-	750	0%	3,000	0%
Total General Expenses	10,833	5,930	4,903	55%	32,500	78,078	(45,578)	240%	130,000	60%
TOTAL EXPENDITURES	138,220	97,901	40,319	71%	414,661	344,813	194,784	83%	1,658,645	21%
NET INCOME (LOSS)		45,829				77,271			40,431	

Fund Balance

5,689,099

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
AMP 3 – CARLOS RICHTER & ANA MARIA LOZANO
As of June 30, 2022

Description	Jun-22				April 2022- June 2022				Annual	
	Monthly Budget	Monthly Actual	Monthly Variance	%	YTD Budget	YTD Actuals	YTD Variance	%	Budget	%
OPENING BALANCE										
REVENUES										
						5,250,932				
Dwelling Rent	60,583	57,299	3,284	95%	181,750	166,147	15,603	91%	727,000	23%
HUD Contributions	57,484	49,497	7,987	86%	172,452	164,193	8,259	95%	689,806	24%
Interest	4,583	5,118	(534)	112%	13,750	12,030	1,720	87%	55,000	22%
Other Income	608	-	608	0%	1,825	46	1,779	3%	7,300	1%
Other Income-Tenants	346	1,113	(767)	322%	1,038	28,880	(27,843)	2784%	4,150	696%
TOTAL REVENUES AVAILABLE	123,605	113,026	10,578	91%	370,814	371,296	(482)	100%	1,483,256	25%
EXPENDITURES										
Administrative:										
Administrative Salaries	15,284	15,520	(236)	102%	45,851	41,131	4,720	90%	183,405	22%
Administrative Benefits	5,190	4,448	742	86%	15,569	11,202	4,367	72%	62,276	18%
Management Fees	12,884	12,884	(0)	100%	38,653	38,596	80,784	100%	154,611	25%
Bookkeeping Fees	1,695	1,695	-	100%	5,085	5,078	11,475	100%	20,340	25%
Asset Management Fees	2,260	2,260	-	100%	6,780	6,780	15,820	100%	27,120	25%
Legal	833	45	788	5%	2,500	3,000	17,777	120%	10,000	30%
Staff Training / Travel	333	1	332	0%	1,000	713	1,543	71%	4,000	18%
Audit Costs	542	-	542	0%	1,625	-	2,430	0%	6,500	0%
Advertising and Marketing	208	69	139	33%	625	69	914	11%	2,500	3%
Administrative Other – Computer Operations	542	485	57	89%	1,625	2,420	(795)	149%	6,500	37%
Administrative Other – Office Expenses	5,083	2,508	2,575	49%	15,250	10,096	5,330	66%	61,000	17%
Total Administrative	44,854	39,916	4,938	89%	134,563	119,085	144,364	88%	538,252	22%
Tenant Services:										
Tenant Services Salaries	7,064	3,913	3,151	55%	21,192	9,485	30,986	45%	84,767	11%
Tenant Services Benefits	1,310	802	508	61%	3,931	1,810	4,676	46%	15,725	12%
Tenant Services Contracts	83	235	(151)	281%	250	235	15	94%	1,000	23%
Total Tenant Services	8,458	4,950	3,508	59%	25,373	11,529	35,677	45%	101,491	11%

Description	Monthly Budget	Monthly Actual	Monthly Variance	%	YTD Budget	YTD Actuals	YTD Variance	%	Annual Budget	%
Utilities:					-					
Water	500	228	272	46%	1,500	476	1,024	32%	6,000	8%
Electricity	2,083	1,718	365	82%	6,250	3,443	2,807	55%	25,000	14%
Fuel	417	772	(356)	185%	1,250	1,463	(213)	117%	5,000	29%
Sewer	167	63	104	38%	500	126	374	25%	2,000	6%
Other Expenses (Mandates)	417	129	288	31%	1,250	332	918	27%	5,000	7%
Total Utilities	3,583	2,910	673	81%	10,750	7,135	3,615	66%	43,000	17%
Maintenance and Operations:										
Maintenance Salaries	16,260	13,745	2,515	85%	48,780	46,380	2,400	95%	195,120	24%
Maintenance Benefits	6,765	3,401	3,364	50%	20,296	9,740	10,556	48%	81,182	12%
Materials	8,333	3,562	4,771	43%	25,000	8,001	16,999	32%	100,000	8%
Contracts	16,667	16,350	316	98%	50,000	44,793	5,207	90%	200,000	22%
Total Maintenance and Operations	48,025	37,058	10,967	77%	144,076	108,914	35,161	76%	576,302	19%
Protective Services:										
Contracts	4,167	3,253	914	78%	12,500	9,518	2,982	76%	50,000	19%
Total Protective Services	4,167	3,253	914	78%	12,500	9,518	2,982	76%	50,000	19%
General Expenses										
Insurance	6,500	8,998	(2,498)	138%	19,500	26,995	(7,495)	138%	78,000	35%
Payment in Lieu of Taxes	4,167	-	4,167	0%	12,500	52,046	(39,546)	416%	50,000	104%
Collection Losses	271	-	271	0%	813	-	813	0%	3,250	0%
Total General Expenses	10,938	8,998	1,939	82%	32,813	79,041	(46,228)	241%	131,250	60%
Extraordinary Expenses	1,667	-	1,667	0%	5,000	-	5,000	0%	20,000	0%
Total Extraordinary Expenses	1,667	-	1,667	0%	5,000	-	5,000	0%	20,000	0%
TOTAL EXPENDITURES	121,691	97,085	24,606	80%	365,074	335,223	180,570	92%	1,460,295	23%
NET INCOME (LOSS)		15,941				36,073			22,961	
Fund Balance						5,287,006				

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
AMP 4 – SENIOR CITIZENS HOME
As of June 30, 2022

Description	Jun-22				April 2022- June 2022				Annual	
	Monthly Budget	Monthly Actual	Monthly Variance	%	YTD Budget	YTD Actuals	YTD Variance	%	Budget	%
OPENING BALANCE					938,568					
REVENUES										
Dwelling Rent	24,750	28,348	(3,598)	115%	74,250	78,376	(4,126)	106%	297,000	26%
HUD Contributions	25,469	24,119	1,351	95%	76,407	75,780	628	99%	305,629	25%
Interest	625	755	(130)	121%	1,875	1,572	303	84%	7,500	21%
Other Income	633	448	186	71%	1,900	1,862	1,709	10%	7,600	3%
Other Income-Tenants	46	191	(145)	0%	138	191	(53)	0%	550	0%
TOTAL REVENUES AVAILABLE	51,523	53,860	(2,337)	105%	154,570	157,780	(1,539)	102%	618,279	26%
EXPENDITURES										
Administrative:										
Administrative Salaries	3,120	2,803	317	90%	9,360	8,271	1,089	88%	37,440	22%
Administrative Benefits	1,162	980	182	84%	3,486	2,847	(640)	82%	13,946	20%
Management Fees	5,701	5,701	-	100%	17,103	17,103	-	100%	68,412	25%
Bookkeeping Fees	750	750	-	100%	2,250	2,250	-	100%	9,000	25%
Asset Management Fees	1,000	1,000	-	100%	3,000	3,000	-	100%	12,000	25%
Legal	183	45	138	25%	550	63	488	11%	2,200	3%
Staff Training / Travel	83	-	83	0%	250	-	250	0%	1,000	0%
Audit Costs	333	-	333	0%	1,000	-	1,000	0%	4,000	0%
Advertising and Marketing	125	-	125	0%	375	-	375	0%	1,500	0%
Administrative Other – Computer Operations	317	171	145	54%	950	305	645	32%	3,800	8%
Administrative Other – Office Expenses	1,667	988	678	59%	5,000	2,756	2,244	55%	20,000	14%
Total Administrative	14,441	12,439	2,003	86%	43,324	36,595	5,451	84%	173,298	21%
Tenant Services:										
Tenant Services Salaries	1,300	1,210	90	93%	3,900	4,181	(281)	107%	15,600	27%
Tenant Services Benefits	533	475	57	89%	1,598	1,719	(121)	108%	6,392	27%
Tenant Services Contracts	83	-	83	0%	250	122	128	49%	1,000	12%
Total Tenant Services	1,916	1,686	230	88%	5,748	6,022	(274)	105%	22,992	26%

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
AMP 4 – SENIOR CITIZENS HOME
As of June 30, 2022

Description	Jun-22				April 2022- June 2022				Annual	
	Monthly Budget	Monthly Actual	Monthly Variance	%	YTD Budget	YTD Actuals	YTD Variance	%	Budget	%
Utilities:										
Water	1,250	2,197	(947)	176%	3,750	3,344	406	89%	15,000	22%
Electricity	3,750	4,309	(559)	115%	11,250	9,026	2,224	80%	45,000	20%
Gas	438	311	126	71%	1,313	928	385	71%	5,250	18%
Fuel	92	225	(133)	245%	275	379	(104)	138%	1,100	34%
Sewer	1,000	924	76	92%	3,000	1,459	1,541	49%	12,000	12%
Other Expenses (Mandates)	1,458	1	1,457	0%	4,375	1,877	2,498	43%	17,500	11%
Total Utilities	7,988	7,967	20	100%	23,963	17,012	6,950	71%	95,850	18%
Maintenance and Operations:										
Maintenance Salaries	9,847	7,063	2,783	72%	29,540	24,798	4,742	84%	118,160	21%
Maintenance Benefits	3,941	2,236	1,705	57%	11,823	8,383	3,439	71%	47,291	18%
Materials	2,917	1,119	1,797	38%	8,750	1,552	7,198	18%	35,000	4%
Contracts	4,167	4,369	(203)	105%	12,500	8,447	4,053	68%	50,000	17%
Total Maintenance and Operations	20,871	14,788	6,083	71%	62,613	43,180	19,433	69%	250,451	17%
Protective Services:										
Contracts	833	2,613	(1,779)	314%	2,500	7,838	(5,338)	314%	10,000	78%
Total Protective Services	833	2,613	(1,779)	314%	2,500	7,838	(5,338)	314%	10,000	78%
General Expenses										
Insurance	2,667	2,251	415	84%	8,000	6,754	1,246	84%	32,000	21%
Payment in Lieu of Taxes	1,842	-	1,842	0%	5,525	22,164	(16,639)	401%	22,100	100%
Total General Expenses	4,508	2,251	2,257	50%	13,525	28,918	(15,393)	214%	54,100	53%
TOTAL EXPENDITURES	50,558	41,743	8,814	83%	151,673	139,566	10,828	92%	606,691	23%
NET INCOME (LOSS)		12,117				18,215			11,588	
Fund Balance						956,783				

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
AMP 5 – MEADOW ACRES & SOUTH LAREDO
As of June 30, 2022

Description	Jun-22				April 2022- June 2022				Annual	
	Monthly Budget	Monthly Actual	Monthly Variance	%	YTD Budget	YTD Actuals	YTD Variance	%	Budget	%
OPENING BALANCE						2,659,205				
REVENUES										
Dwelling Rent	39,000	35,970	3,030	92%	117,000	104,413	12,587	89%	468,000	22%
HUD Contributions	32,253	88,002	(55,749)	273%	96,760	88,002	8,758	91%	387,038	23%
Interest	2,167	5,517	(3,350)	255%	6,500	5,517	983	85%	26,000	21%
Other Income	375	10	365	0%	1,125	10	1,115	1%	4,500	0%
Other Income-Tenants	333	150	183	45%	1,000	786	214	79%	4,000	20%
TOTAL REVENUES AVAILABLE	74,128	129,649	(55,521)	175%	222,385	198,728	23,657	89%	889,538	22%
EXPENDITURES										
Administrative:										
Administrative Salaries	9,034	4,737	4,297	52%	27,101	14,994	12,107	55%	108,405	14%
Administrative Benefits	3,138	2,042	1,096	65%	9,414	3,922	5,492	42%	37,658	10%
Management Fees	7,639	7,639	(0)	100%	22,918	22,861	57	100%	91,672	25%
Bookkeeping Fees	1,005	1,005	-	100%	3,015	3,008	8	100%	12,060	25%
Asset Management Fees	1,340	1,340	-	100%	4,020	4,020	-	100%	16,080	25%
Legal	396	45	351	11%	1,188	203	985	17%	4,750	4%
Staff Training / Travel	83	1	82	1%	250	-	250	0%	1,000	0%
Audit Costs	417	-	417	0%	1,250	-	1,250	0%	5,000	0%
Advertising and Marketing	83	28	56	33%	250	28	222	11%	1,000	3%
Administrative Other – Computer Operations	500	480	20	96%	1,500	767	733	51%	6,000	13%
Administrative Other – Office Expenses	2,917	2,162	754	74%	8,750	6,687	2,063	76%	35,000	19%
Total Administrative	26,552	19,479	7,073	73%	79,656	56,490	23,167	71%	318,625	18%
Tenant Services:										
Tenant Services Salaries	3,810	3,184	626	84%	11,431	8,898	2,534	78%	45,726	19%
Tenant Services Benefits	571	282	289	49%	1,713	717	996	42%	6,853	10%
Tenant Services Contracts	83	-	83	0%	250	235	15	94%	1,000	23%
Total Tenant Services	4,465	3,467	998	78%	13,395	9,849	3,545	74%	53,579	18%

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
AMP 5 – MEADOW ACRES & SOUTH LAREDO
As of June 30, 2022

Description	Jun-22				April 2022- June 2022				Annual	
	Monthly Budget	Monthly Actual	Monthly Variance	%	YTD Budget	YTD Actuals	YTD Variance	%	Budget	%
Utilities:										
Water	146	271	(125)	186%	438	320	117	73%	1,750	18%
Electricity	604	399	206	66%	1,813	1,060	753	58%	7,250	15%
Gas	46	39	7	85%	138	79	59	57%	550	14%
Fuel	229	346	(117)	151%	688	574	114	83%	2,750	21%
Sewer	104	105	(1)	101%	313	136	176	44%	1,250	11%
Other Expenses (Mandates)	333	205	128	62%	1,000	314	686	31%	4,000	8%
Total Utilities	1,463	1,364	98	93%	4,388	2,483	1,905	57%	17,550	14%
Maintenance and Operations:										
Maintenance Salaries	13,313	9,177	4,137	69%	39,940	21,080	18,860	53%	159,760	13%
Maintenance Benefits	5,481	1,660	3,820	30%	16,442	6,150	10,292	37%	65,767	9%
Materials	4,583	5,103	(519)	111%	13,750	13,456	294	98%	55,000	24%
Contracts	4,167	2,524	1,642	61%	12,500	14,084	(1,584)	113%	50,000	28%
Total Maintenance and Operations	27,544	18,464	9,080	67%	82,632	54,770	27,862	66%	330,527	17%
Protective Services:										
Contracts	2,917	3,253	(336)	112%	8,750	9,518	(768)	109%	35,000	27%
Total Protective Services	2,917	3,253	(336)	112%	8,750	9,518	(768)	109%	35,000	27%
General Expenses										
Insurance	3,167	4,325	(1,158)	137%	9,500	12,974	(3,474)	137%	38,000	34%
Payment in Lieu of Taxes	2,500	-	2,500	0%	7,500	29,700	(22,200)	396%	30,000	99%
Collection Losses	217	-	217	0%	650	-	650	0%	2,600	0%
Total General Expenses	5,883	4,325	1,559	74%	17,650	42,675	(25,025)	242%	70,600	60%
Extraordinary Expenses	1,000	-	1,000	0%	3,000	-	3,000	0%	12,000	0%
Total Extraordinary Expenses	1,000	-	1,000	0%	3,000	-	3,000	0%	12,000	0%
TOTAL EXPENDITURES	69,823	50,351	19,472	72%	209,470	175,784	33,686	84%	837,881	21%
NET INCOME (LOSS)		79,298				22,944			51,657	
Fund Balance						2,682,149				

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
AMP 6 – ASHERTON
As of June 30, 2022

Description	Jun-22				April 2022- June 2022				Annual	
	Monthly Budget	Monthly Actual	Monthly Variance	%	YTD Budget	YTD Actuals	YTD Variance	%	Budget	%
OPENING BALANCE					602,836					
REVENUES										
Dwelling Rent	3,750	1,810	1,940	48%	11,250	1,637	9,613	15%	45,000	4%
HUD Contributions	9,444	30,609	(21,165)	324%	28,332	32,419	(4,088)	114%	113,326	29%
Interest	400	940	(540)	235%	1,200	940	260	78%	4,800	20%
Other Income	77	-	77	100%	231	-	231	100%	925	0%
Other Income-Tenants	133	109	24	82%	400	325	75	81%	1,600	20%
TOTAL REVENUES AVAILABLE	13,804	33,468	(19,664)	242%	41,413	35,321	6,092	85%	165,651	21%
EXPENDITURES										
Administrative:										
Administrative Salaries	2,080	2,032	48	98%	6,240	6,271	(31)	100%	24,960	25%
Administrative Benefits	824	730	94	89%	2,471	2,291	181	93%	9,886	23%
Management Fee	1,824	1,482	342	81%	5,473	4,561	912	83%	21,892	21%
Bookkeeping Fee	240	195	45	81%	720	600	120	83%	2,880	21%
Asset Management Fee	320	320	-	100%	960	960	-	100%	3,840	25%
Legal	42	-	42	0%	125	-	125	0%	500	0%
Staff Training / Travel	42	30	12	72%	125	69	56	0%	500	14%
Audit Costs	188	-	188	0%	563	-	563	0%	2,250	0%
Advertising and Marketing	31	-	31	0%	94	-	94	0%	375	0%
Administrative Other – Computer Operations	158	171	(13)	108%	475	345	130	73%	1,900	18%
Administrative Other – Office Expenses	417	317	100	76%	1,250	1,250	(0)	100%	5,000	25%
Total Administrative	6,165	5,277	888	86%	18,496	16,347	2,149	88%	73,983	22%

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
AMP 6 – ASHERTON
As of June 30, 2022

Description	Jun-22				April 2022- June 2022				Annual	
	Monthly Budget	Monthly Actual	Monthly Variance	%	YTD Budget	YTD Actuals	YTD Variance	%	Budget	%
Utilities:										
Water	35	36	(0)	101%	106	72	35	67%	425	17%
Electricity	229	-	229	0%	688	400	288	58%	2,750	15%
Fuel	125	71	54	57%	375	227	148	61%	1,500	15%
Sewer	40	3,950	(3,910)	9979%	119	79	40	67%	475	17%
Other Expenses (Mandates)	48	25	23	51%	144	105	39	73%	575	18%
Total Utilities	477	4,082	(3,605)	856%	1,431	882	549	62%	5,725	15%
Maintenance and Operations:										
Maintenance Salaries	3,166	585	2,582	18%	9,498	3,745	5,754	39%	37,994	10%
Maintenance Benefits	1,184	54	1,130	5%	3,553	1,235	2,318	35%	14,212	9%
Materials	417	2,026	(1,609)	486%	1,250	2,026	(776)	162%	5,000	41%
Contracts	667	3,668	(3,001)	550%	2,000	1,863	137	93%	8,000	23%
Total Maintenance and Operations	5,434	6,333	(899)	117%	16,301	8,868	7,433	54%	65,205	14%
General Expenses										
Insurance	875	1,167	(292)	133%	2,625	3,502	(877)	133%	10,500	33%
Collection Losses	125	-	125	0%	375	-	375	0%	1,500	0%
Total General Expenses	1,000	1,167	(167)	117%	3,000	3,502	(502)	117%	12,000	29%
TOTAL EXPENDITURES	13,076	16,859	(3,783)	129%	39,228	29,600	9,629	75%	156,913	19%
NET INCOME (LOSS)		16,609				5,721			8,738	

Fund Balance

608,557

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
FARM LABOR
As of June 30, 2022

Description	Jun-22				April 2022- June 2022				Annual Budget	
	Monthly Budget	Monthly Actual	Monthly Variance	%	YTD Budget	YTD Actuals	YTD Variance	%	Budget	%
OPENING BALANCE					988,846					
REVENUES										
FMHA Contributions	9,417	-	9,417	0%	28,250	-	28,250	0%	113,000	0%
Rental Income	7,750	703	7,047	9%	23,250	21,985	1,265	95%	93,000	24%
Interest Income	500	548	(48)	110%	1,500	1,277	223	85%	6,000	21%
Other Income	225	13	212	6%	676	13	663	2%	2,705	139%
Other Income-Tenants	50	(172)	222	-344%	150	428	(278)	285%	600	71%
TOTAL REVENUES AVAILABLE	17,942	1,092	16,850	6%	53,826	23,703	30,123	44%	215,305	11%
EXPENDITURES										
Administrative:										
Administrative Salaries	2,080	-	2,080	0%	6,240	-	6,240	0%	24,960	0%
Administrative Benefits	824	-	824	0%	2,471	674	1,797	27%	9,886	7%
Management Fee	480	480	-	100%	1,440	1,440	-	100%	5,760	25%
Bookkeeping Fees	417	42	375	10%	1,250	1,250	(0)	100%	5,000	25%
Legal	83	43	41	51%	250	43	208	17%	1,000	4%
Staff Training / Travel	83	-	83	0%	250	-	250	0%	1,000	0%
Audit Costs	188	-	188	0%	563	-	563	0%	2,250	0%
Advertsing and Marketing	31	-	31	0%	94	-	94	0%	375	0%
Administrative Other – Computer Operations	54	173	(119)	320%	163	175	(13)	108%	650	27%
Administrative Other – Office Expenses	583	407	176	70%	1,750	1,234	516	71%	7,000	18%
Total Administrative	4,823	1,145	3,679	24%	14,470	4,816	9,654	33%	57,881	8%
Utilities:										
Water	229	285	(56)	124%	688	673	15	98%	2,750	24%
Electricity	125	-	125	0%	375	220	155	59%	1,500	15%
Gas	42	43	(1)	102%	125	133	(8)	106%	500	27%
Fuel	75	92	(17)	123%	225	133	92	59%	900	15%
Sewer	50	93	(43)	185%	150	260	(110)	173%	600	43%
Other Expenses (Mandates)	71	154	(83)	0%	213	289	(77)	0%	850	34%
Total Utilities	592	666	(74)	113%	1,775	1,707	68	96%	7,100	24%

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
FARM LABOR
As of June 30, 2022

Description	Jun-22				April 2022- June 2022				Annual	
	Monthly Budget	Monthly Actual	Monthly Variance	%	YTD Budget	YTD Actuals	YTD Variance	%	Budget	%
Maintenance and Operations:										
Maintenance Salaries	2,600	673	1,927	26%	7,800	1,016	6,784	13%	31,200	3%
Maintenance Benefits	1,207	193	1,014	16%	3,621	245	3,376	7%	14,482	2%
Materials	2,500	303	2,197	12%	7,500	1,680	5,820	22%	30,000	6%
Contracts	1,667	428	1,238	26%	5,000	1,059	3,941	21%	20,000	5%
Total Maintenance and Operations	7,974	1,598	6,376	20%	23,921	3,999	19,921	17%	95,682	4%
Insurance										
Collection Losses	133	-	133	0%	400	-	400	0%	1,600	0%
Insurance	1,167	1,577	(411)	135%	3,500	4,732	(1,232)	135%	14,000	34%
Total Insurance	1,300	1,577	(411)	121%	3,900	4,732	(832)	121%	15,600	30%
Other:										
FmHa Debt Payment	506		506	0%	1,518		1,518	0%	6,072	0%
Total Other Account	506	-	506	0%	1,518	-	1,518	0%	6,072	0%
TOTAL EXPENDITURES	15,195	4,985	10,076	33%	45,584	15,254	30,330	33%	176,263	9%
NET INCOME (LOSS)		(3,893)				8,449			32,970	

Fund Balance

997,295

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
HOUSING CHOICE VOUCHER PROGRAM
As of June 30, 2022

Description	Jun-22				April 2022- June 2022				Annual Budget	
	Monthly Budget	Monthly Actual	Monthly Variance	%	YTD Budget	YTD Actuals	YTD Variance	%	Budget	%
Opening Balance							1,205,010			
REVENUES										
HUD Contributions - Administrative Fees	103,546	95,204	8,342	92%	310,638	346,726	(36,088)	112%	1,242,552	28%
HUD Contributions - HAP	911,941	875,974	35,967	96%	2,735,823	2,831,723	(95,900)	104%	10,943,292	26%
HUD Contributions - HAP Mainstream	11,444	23,062	(11,618)	202%	34,332	109,073	(74,741)	318%	137,328	79%
HUD Contributions - EHV Administrative Fees	2,154	7,151	(4,997)	332%	6,463	9,639	(3,176)	149%	25,853	37%
HUD Contributions - EHV HAP	22,473	28,547	(6,075)	127%	67,418	35,365	32,053	52%	269,670	13%
Interest Earnings	1,954	2,388	(434)	122%	5,863	4,796	1,067	82%	23,450	20%
Other Income	125	1,099	(974)	879%	375	9,432	(9,057)	2515%	1,500	629%
TOTAL REVENUES AVAILABLE	1,053,637	1,033,425	20,212	98%	3,160,911	3,346,754	(185,843)	106%	12,643,645	26%
EXPENDITURES:										
Administrative:										
Administrative Salaries	34,667	26,973	7,694	78%	104,000	80,367	23,633	77%	416,000	19%
Administrative Benefits	13,301	9,168	4,133	69%	39,902	26,478	13,425	66%	159,608	17%
Management Fee	19,116	19,116	-	100%	57,348	57,187	161	100%	229,392	25%
Bookkeeping Fee	10,753	10,753	-	100%	32,258	32,168	91	100%	129,033	25%
Legal	1,375	-	1,375	0%	4,125	50	4,075	1%	16,500	0%
Staff Training / Travel	1,250	-	1,250	0%	3,750	-	3,750	0%	15,000	0%
Audit Costs	4,667	-	4,667	0%	14,000	-	14,000	0%	56,000	0%
Advertising and Marketing	321	722	(402)	225%	963	722	240	75%	3,850	19%
Administrative Other – Computer Operations	4,342	151	4,190	3%	13,025	438	12,587	3%	52,100	1%
Administrative Other – Office Expenses	6,250	7,267	(1,017)	116%	18,750	30,496	(11,746)	163%	75,000	41%
Total Administrative	96,040	74,150	21,890	77%	288,121	227,905	60,215	79%	1,152,483	20%
Utilities:										
Water	42	89	(47)	214%	125	227	(102)	182%	500	45%
Electricity	521	620	(99)	119%	1,563	628	935	40%	6,250	10%
Fuel	146	234	(88)	161%	438	434	4	99%	1,750	25%
Sewer	21	57	(36)	274%	63	164	(102)	263%	250	66%
Other Expenses (Mandates)	40	27	13	67%	119	62	56	52%	475	13%
Total Utilities	769	1,027	(258)	134%	2,306	1,515	791	66%	9,225	16%
Maintenance and Operations:										
Maintenance & Operations – Materials	208	-	208	0%	625	1,100	(475)	176%	2,500	44%
Maintenance & Operations – Contracts	6,250	4,960	1,290	79%	18,750	22,216	(3,466)	118%	75,000	30%
Total Maintenance and Operations	6,458	4,960	1,498	77%	19,375	23,316	(3,941)	120%	77,500	30%
Insurance										
Insurance	1,000	1,039	(39)	104%	3,000	3,107	(107)	104%	12,000	26%
Total Insurance	1,000	1,039	(39)	104%	3,000	3,107	(107)	104%	12,000	26%
Other:										
HAP Payments	945,858	908,244	37,613	96%	2,837,573	2,702,980	134,592	95%	11,350,290	24%
Total Other Account	945,858	908,244	37,613		2,837,573	2,702,980			11,350,290	24%
TOTAL EXPENDITURES	1,050,125	989,420	60,705	94%	3,150,375	2,958,823	56,959	94%	1,251,208	20%
NET INCOME (LOSS)		44,006				387,931			42,147	

FUND BALANCE

1,592,940

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
HOUSING DEVELOPMENT SERVICES
As of June 30, 2022

Description	April 1, 2022 through June 30, 2022	FYE 2023
OPENING BALANCE		1,163,672
REVENUES		
Other Revenue	3,333	3,333
Cummulative Interest Funds	2,483	2,483
TOTAL REVENUES	5,816	1,169,487
EXPENDITURES		
Administration Expenses	314	314
TOTAL OPERATING EXPENDITURES	314	314
FUND BALANCE		1,169,173

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
LAREDO HOUSING FACILITIES CORPORATION
As of June 30, 2022

Description	April 1, 2022 through June 30, 2022	FYE 2023
OPENING BALANCE		\$1,795,061
REVENUES		
Other Revenue- HAP Contract/Tenant Revenue	409,755	409,755
Cumulative Interest Funds	3,471	3,471
TOTAL REVENUES	413,226	2,208,287
EXPENDITURES		
Administration Expenses	46,598	46,598
Loan Fees	104,290	104,290
Utilities	15,494	15,494
Maintenance Expenses	53,703	53,703
Insurance	23,879	23,879
Tenant Services Expenses	6,678	6,678
TOTAL OPERATING EXPENDITURES	250,642	250,642
FUND BALANCE		1,957,645

**HOUSING AUTHORITY OF THE CITY OF LAREDO
 UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
 LAREDO HOUSING OPPORTUNITIES CORPORATION
 As of June 30, 2022**

Description	April 1, 2022 through June 30, 2022	FYE 2023
OPENING BALANCE		2,962,432
REVENUES		
Cummulative Interest Funds	6,014	6,014
TOTAL REVENUES	6,014	2,968,446
EXPENDITURES		
Administrative Expenses	3,440	3,440
TOTAL EXPENDITURES	3,440	3,440
FUND BALANCE		2,965,006

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
LAREDO HOUSING DEVELOPMENT CORPORATION
As of June 30, 2022

Description	April 1, 2022 through June 30, 2022	FYE 2023
OPENING BALANCE		3,332,400
REVENUES		
Cumulative Interest Funds	3,787	3,787
Other Income	73,764	73,764
TOTAL REVENUES	77,551	3,409,951
EXPENDITURES		
Construction in Progress (1505 O'Kane)	51,256	51,256
Administration Expenses	9,082	9,082
Maintenance Expenses	11,541	11,541
Other General Expenses	1,800	1,800
Homeless Referral Assitance	999	999
Voluntary Separation Retirement Incentive	5,142	5,142
TOTAL EXPENDITURES	79,821	79,821
FUND BALANCE		3,330,130

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
CAPITAL FUND PROGRAM 50116
As of June 30, 2022

DESCRIPTION	PROJECT BUDGET	INCEPTION TO DATE	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENTAGE
REVENUES				
HUD Contributions	1,337,114	1,317,707	(19,407)	
TOTAL REVENUES	1,337,114	1,317,707	(19,407)	99%
EXPENDITURES				
Operations	227,695	227,695	-	100%
Management Improvements	48,370	48,370	-	100%
Administration	200,567	200,567	-	100%
Fees and Costs	98,726	98,726	-	100%
Site Improvements	61,848	42,442	19,406	69%
Dwelling Structures	606,433	606,433	-	100%
Dwelling Equipment-Non Expendable	31,483	31,483	-	100%
Non-Dwelling Equipment	61,992	61,992	-	100%
TOTAL OPERATING EXPENDITURES	1,337,114	1,317,707	19,406	99%
FUND BALANCE	-	-	19,407	99%

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
CAPITAL FUND PROGRAM 50117
As of June 30, 2022

DESCRIPTION	PROJECT BUDGET	INCEPTION TO DATE	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENTAGE
REVENUES				
HUD Contributions	1,380,645	1,380,645	-	
TOTAL REVENUES	1,380,645	1,380,645	-	100%
EXPENDITURES				
Management Improvements	46,370	46,370	-	100%
Administration	138,064	138,064	-	100%
General Capital Activity	1,017,814	1,017,814	-	100%
RAD Investment Activity	178,397	178,397	-	100%
TOTAL OPERATING EXPENDITURES	1,380,645	1,380,645	-	100%
FUND BALANCE	-	-	-	100%

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
CAPITAL FUND PROGRAM 50118
As of June 30, 2022

DESCRIPTION	PROJECT BUDGET	INCEPTION TO DATE	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENTAGE
REVENUES				
HUD Contributions	1,691,481	1,061,175	(630,306)	
TOTAL REVENUES	1,691,481	1,061,175	(630,306)	63%
EXPENDITURES				
Management Improvements	146,370	146,370	-	100%
Administration	169,148	169,148	-	100%
General Capital Activity	1,242,266	615,003	627,263	50%
RAD Investment Activity	133,697	130,653	3,044	98%
TOTAL OPERATING EXPENDITURES	1,691,481	1,061,175	630,306	63%
FUND BALANCE	-	-	630,306	63%

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
CAPITAL FUND PROGRAM 50119
As of June 30, 2022

DESCRIPTION	PROJECT BUDGET	INCEPTION TO DATE	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENTAGE
REVENUES				
HUD Contributions	1,696,733	534,492	(1,162,241)	
TOTAL REVENUES	1,696,733	534,492	(1,162,241)	32%
EXPENDITURES				
Management Improvements	168,743	18,326	150,417	11%
Administration	169,672	169,672	-	100%
General Capital Activity	1,358,318	346,494	1,011,824	26%
TOTAL OPERATING EXPENDITURES	1,696,733	534,492	1,162,241	32%
FUND BALANCE	-	-	1,162,241	32%

HOUSING AUTHORITY OF THE CITY OF LAREDO
UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
CAPITAL FUND PROGRAM 50120
As of June 30, 2022

DESCRIPTION	PROJECT BUDGET	INCEPTION TO DATE	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENTAGE
REVENUES				
HUD Contributions	1,798,213	256,600	(1,541,613)	
TOTAL REVENUES	1,798,213	256,600	(1,541,613)	14%
EXPENDITURES				
Management Improvements	168,743	7,579	161,164	4%
Administration	179,821	179,821	-	100%
General Capital Activity	1,449,649	69,200	1,380,449	5%
TOTAL OPERATING EXPENDITURES	1,798,213	256,600	1,541,613	14%
FUND BALANCE	-	-	1,541,613	14%

**HOUSING AUTHORITY OF THE CITY OF LAREDO
 UNAUDITED STATEMENT OF INCOME AND EXPENDITURES
 CAPITAL FUND PROGRAM 50121
 As of June 30, 2022**

DESCRIPTION	PROJECT BUDGET	INCEPTION TO DATE	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENTAGE
REVENUES				
HUD Contributions	1,900,414	-	(1,900,414)	
TOTAL REVENUES	1,900,414	-	(1,900,414)	0%
EXPENDITURES				
Management Improvements	170,000	-	170,000	0%
Administration	190,041	-	190,041	0%
General Capital Activity	1,540,373		1,540,373	0%
TOTAL OPERATING EXPENDITURES	1,900,414	-	1,900,414	0%
FUND BALANCE	-	-	1,900,414	0%

LHA COMMISSIONERS' COMMUNICATION

<p><u>DATE:</u> 07/29/2022</p>	<p><u>SUBJECT:</u> Consideration to authorize the ratification of the Commercial Property Insurance for the Laredo Housing Facilities Corporation effective June 27, 2022 through June 26, 2023.</p>
<p><u>Item #:</u> 10A</p>	
<p><u>INITIATED BY:</u> Mary Gaona Executive Director</p>	<p><u>STAFF SOURCE</u> Jennifer Barrientos Director of Finance</p>
<p><u>PREVIOUS BOARD ACTION:</u> On May 20, 2022, the Board of Commissioners discussed agenda item 10A and directed the Executive Director to bring back the renewal of the Commercial Property Insurance for the Laredo Housing Facilities Corporation after obtaining an additional quote.</p>	
<p><u>BACKGROUND:</u> The Laredo Housing Facilities Corporation received quotes from HAI Group and FalconSure Insurance Agency for the Commercial Property Insurance for the Russell Terrace, Meadow Elderly and Bernal Sunrise Court properties.</p>	
<p><u>FINANCIAL:</u> Commercial Property (Russell Terrace, Meadow Elderly and Bernal Sunrise Courts) <u>HAI Group Renewal Quote:</u> Renewal Amount- \$61,237.00 <u>FalconSure Insurance Agency Quote:</u> Amount- \$185,000.00</p>	
<p><u>RECOMMENDATION:</u> To approve the ratification of the Commercial Property Insurance for the Laredo Housing Facilities Corporation effective June 27, 2022 through June 26, 2023.</p>	



189 Commerce Court
 PO Box 189
 Cheshire, CT 06410-0189

203-272-8220 or 800-873-0242
 fax 203-271-2265
 www.housingcenter.com

Commercial Property New Business Proposal for:

INSURED: Laredo Housing Facilities Corporation
 c/o Laredo Housing Authority
 2000 San Francisco Ave
 Laredo, TX 78040

Renewal of Policy No: No Prior Year Policy

Effective Date: 6/27/2022

THE FOLLOWING OUTLINES THE COVERAGE FORMS, LIMITS OF INSURANCE, POLICY ENDORSEMENTS AND OTHER TERMS AND CONDITIONS PROVIDED IN THIS PROPOSAL. ANY POLICY COVERAGES, LIMITS OF INSURANCE, POLICY ENDORSEMENTS, COVERAGE SPECIFICATIONS, OR OTHER TERMS AND CONDITIONS THAT YOU HAVE REQUESTED THAT ARE NOT INCLUDED IN THIS PROPOSAL HAVE NOT BEEN AGREED TO BY HOUSING ENTERPRISE INSURANCE COMPANY, INC. PLEASE REVIEW THIS PROPOSAL CAREFULLY AND IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT YOUR UNDERWRITER.

Coverage / Deductible	Limits	Premium	Revisions
Commercial Property <i>\$5,000 Deductible</i>	\$26,719,437 Building & Business Personal Property Limit Per Schedule	\$57,240	
	\$898,999 Business Income Limit Per Schedule		
Equipment Breakdown <i>\$5,000 Deductible</i>	\$27,618,436 Equipment Breakdown Limit One Accident	\$2,070	
Terrorism		\$1,927	
Ordinance or Law <i>See Property Deductible</i>	\$250,000 Increased Cost to Repair / Cost to Demolish and Clear Site Per Occurrence		
Earthquake <i>See Special Conditions</i>	\$280,000 Earthquake Limit Aggregate		
	\$280,000 Earthquake Limit Per Occurrence		
	\$280,000 Earthquake Limit Catastrophe		
Flood <i>See Special Conditions</i>	\$100,000 Flood Aggregate		



189 Commerce Court
 PO Box 189
 Cheshire, CT 06410-0189

203-272-8220 or 800-873-0242
 fax 203-271-2265
 www.housingcenter.com

Commercial Property New Business Proposal for:

INSURED: Laredo Housing Facilities Corporation
 c/o Laredo Housing Authority
 2000 San Francisco Ave
 Laredo, TX 78040

Renewal of Policy No: No Prior Year Policy

Effective Date: 6/27/2022

Coverage / Deductible	Limits	Premium	Revisions
Flood <i>See Special Conditions</i>	\$100,000 Flood Per Occurrence		
	\$100,000 Flood Catastrophe		
Accounts Receivable <i>See Property Deductible</i>	\$100,000 Accounts Receivable Limit Per Schedule		
Valuable Papers <i>See Property Deductible</i>	\$100,000 Valuable Papers Limit Per Occurrence		
Spoilage <i>\$1,000 Deductible</i>	\$25,000 Spoilage Limit Per Occurrence		
Total Premium		\$61,237	

THIS PROPOSAL DOES NOT AMEND, OR OTHERWISE AFFECT, THE PROVISIONS OF COVERAGE OF ANY RESULTING INSURANCE POLICY ISSUED BY HOUSING ENTERPRISE INSURANCE COMPANY, INC. IT IS NOT A REPRESENTATION THAT COVERAGE DOES OR DOES NOT EXIST FOR ANY PARTICULAR CLAIM OR LOSS UNDER ANY SUCH POLICY. COVERAGE DEPENDS ON THE APPLICABLE PROVISIONS OF THE ACTUAL POLICY ISSUED, THE FACTS AND CIRCUMSTANCES INVOLVED IN THE CLAIM OR LOSS AND ANY APPLICABLE LAW.

RE: Loss Runs for Laredo Housing Facilities Corporation for 2022

From : Jonnie Byrd <jbyrd@falconbank.com>
Subject : RE: Loss Runs for Laredo Housing Facilities Corporation for 2022
To : Jennifer Barrientos <jbarrientos@larha.org>

Tue, Jun 07, 2022 02:09 PM

 1 attachment

Caution! This message was sent from outside your organization.

Good afternoon Jennifer,
I've got an indication from GenStar: \$185,000 premium w/ 5% W/H, \$10K AOP for full TIVs.
Thank you for the opportunity 😊

Blessings

For further assistance please contact Angela Gutierrez our Commercial Lines assistant at Ext. 1560 or angelag@falconbank.com.

Jonnie Byrd, Ext. 1528
P & C Licensed Insurance Agent
(956) 794-9700 Office
(956) 712-9642 Fax

LHA COMMISSIONER'S COMMUNICATION

<u>DATE:</u> 07/29/2022	<u>SUBJECT:</u> Consideration to authorize the Executive Director to extend the contract with Securitas Security Services USA, Inc. for an additional year, as allowable by Contract No. LHA 2019-0801-1, effective September 25, 2022 through September 24, 2023. This represents the fourth year of the contract maximum permissible of five years.
<u>Item #:</u> 10B	
<u>INITIATED BY:</u> Mary Gaona Executive Director	<u>STAFF SOURCE:</u> Valeria Cabello Procurement Officer
<u>PREVIOUS BOARD ACTION:</u> On August 27, 2021, the Laredo Housing Authority Board of Commissioners approved the renewal of the Unarmed Security Services Contract with Securitas Security Services USA, Inc., effective September 25, 2021 through September 24, 2022.	
<u>BACKGROUND:</u> During the 2021-2022 year, services were provided at our Senior Home development. Assignments included unarmed security services, after hour on-call services, and response to COVID-19 protocols that included round-the-clock assignments.	
<u>FINANCIAL:</u> Current bill rate - \$15.55 Proposed bill rate - \$16.81	
<u>RECOMMENDATION:</u> To authorize the Executive Director to extend the contract with Securitas Security Services USA, Inc. for an additional year, as allowable by Contract No. LHA 2019-0801-1, effective September 25, 2022 through September 24, 2023. This represents the fourth year of the contract maximum permissible of five years.	



Laredo Housing Authority,

Thank you for your continued partnership with Securitas Security Services. Securitas values and appreciates your continued business. We had a successful year from 2021-2022 and look forward to another successful year from 2022-2023.

To maintain the level of service you are accustomed to, we are requesting increases in rates. We are confident that our prices remain competitive within our industry for the quality of service that we provide. Thank you once again for your valued business and please feel free to reach out to me should you have any questions.

Rachel Levant | District Manager

Securitas USA Central Texas Area (South Region) | 216 W. Village Blvd, Suite 103 | Laredo, TX 78041

Office: 956.726.1510 | Mobile: 956.237.6644 | Rachel.Levant@securitasinc.com

The Leader in Protective Services

LHA COMMISSIONER'S COMMUNICATION

<u>DATE:</u> 07/29/2022	<u>SUBJECT:</u> Consideration to authorize the Executive Director to extend the contract with KCI Technologies Inc., formerly known as Civil Engineering Consultants (CEC) for an additional year, as allowable by Contract No. 180423-4(A) effective October 25, 2022 through October 24, 2023. This represents the fifth and final year of the contract maximum permissible of five years.
<u>Item #:</u> 10C	
<u>INITIATED BY:</u> Mary Gaona Executive Director	<u>STAFF SOURCE:</u> Valeria Cabello Procurement Officer
<u>PREVIOUS BOARD ACTION:</u> On August 27, 2021, the Laredo Housing Authority Board of Commissioners approved the renewal of the Qualified Professional Technical Consultant Services Contract with Civil Engineering Consultants (CEC), effective October 25, 2021 through October 24, 2022.	
<u>BACKGROUND:</u> On April 23, 2018 the Laredo Housing Authority published a Request for Qualifications (RFQ) No. 180423-4 Qualified Professional Technical Consultants. Civil Engineering Consultants (CEC) submitted qualifications in response to the RFQ and the Laredo Housing Authority selected CEC to serve as the provider of the services in connection with the RFQ. The terms of the contract began on October 5, 2018 for a period of one (1) year; renewable each year for a maximum of five (5) years.	
<u>FINANCIAL:</u> None	
<u>RECOMMENDATION:</u> To authorize the Executive Director to extend the contract with KCI Technologies for an additional year, as allowable by Contract No. 180423-4(A), effective October 25, 2022 through October 24, 2023. This represents the fifth and final year of the contract maximum permissible of 5 years.	

July 19, 2022

Mary Gaona
Executive Director
Housing Authority of Laredo
2000 San Francisco Ave.
Laredo, Texas 78040

RE: Interest Letter for Contract Renewal of Civil Engineering Services

Dear Ms. Gaona:

Please accept this letter from Civil Engineering Consultants, a Division of KCI Technologies, as our interest in continuing to provide the Housing Authority of Laredo with Civil Engineering Services. We have greatly enjoyed working with all of the Housing Authority's Board and Staff over the last four years. We continue to believe in the Housing Authority's mission to create community living through affordable housing projects in Laredo and we look forward to continuing to be a part of your Design Team's efforts in achieving your goals.

If you have any questions, please feel free to contact me at 956-729-7844. Thank you in advance for your time and consideration.

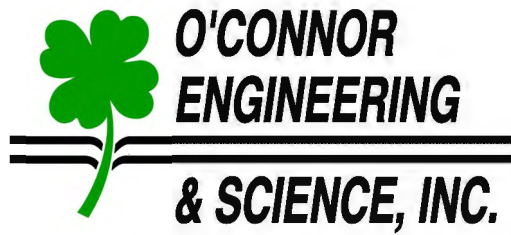
Sincerely,



Edward L. Ochoa, PE, SIT, CFM
Senior Project Manager
Civil Engineering Consultants,
a Division of KCI Technologies, Inc.

LHA COMMISSIONER'S COMMUNICATION

<u>DATE:</u> 07/29/2022	<u>SUBJECT:</u> Consideration to authorize the Executive Director to extend the contract with O'Connor Engineering & Science, Inc. for an additional year, as allowable by Contract No. 180423(E) effective September 10, 2022 through September 9, 2023. This represents the fifth and final year of the contract maximum permissible of five years.
<u>Item #:</u> 10D	
<u>INITIATED BY:</u> Mary Gaona Executive Director	<u>STAFF SOURCE:</u> Valeria Cabello Procurement Officer
<u>PREVIOUS BOARD ACTION:</u> None	
<u>BACKGROUND:</u> <p>On April 23, 2018, the Laredo Housing Authority published a Request for Qualifications (RFQ) No. 180423-4 Qualified Professional Technical Consultants.</p> <p>O'Connor Engineering & Science, Inc. submitted qualifications in response to the RFQ and the Laredo Housing Authority selected O'Connor Engineering & Science, Inc. to serve as the provider of the services in connection with the RFQ.</p> <p>The terms of the contract began on September 10, 2018 for a period of one (1) year; renewable each year for a maximum of five (5) years.</p>	
<u>FINANCIAL:</u> None	
<u>RECOMMENDATION:</u> To authorize the Executive Director to extend the contract with O'Connor Engineering & Science, Inc. for an additional year, as allowable by Contract No. 180423(E) effective September 10, 2022 through September 9, 2023. This represents the fifth and final year of the contract maximum permissible of five years.	



GEOTECHNICAL • FOUNDATIONS • FORENSIC • MATERIALS TESTING • ENVIRONMENTAL • ASBESTOS
Licensed Professional Engineers & Consultants
TBPE FIRM No. F-5082

July 19, 2022

Ms. Valeria Cabello
Procurement Officer
Housing Authority of the City of Laredo
2000 San Francisco
Laredo, TX 78040

**Re: Letter of Interest
Contract Renewal
Contract No. 180423-4(E)**

Dear Ms. Cabello:

Please accept this letter as official interest in the renewal of the above referenced contract for providing Environmental, Geotechnical, and Materials Testing. We understand that the new term will be extended until September 10, 2023.

We appreciate the opportunity to provide continued professional services and look forward to working with the Housing Authority of the City of Laredo for another year.

Kind regards,

O'CONNOR ENGINEERING & SCIENCE, INC.
TBPE Firm No. F-5082

Thomas J. O'Connor, Jr., P.E., REM
President and Senior Project Engineer

/tjo

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919 Victoria St.
Laredo, Texas 78040
v: 956.728.1123
e: admin@oes-engineers.com

301 E. Garfield Ave., Suite B
Del Rio, Texas 78840
v: 830.469.5327
e: admin@oes-engineers.com

LHA COMMISSIONERS' COMMUNICATION

<p><u>DATE:</u> 07/29/2022</p>	<p><u>SUBJECT:</u></p> <p>Discussion and possible action to approve a 1-year extension to RFQ#19-0401-1 Professional Services for Annual Audit Services contract with Garza/Gonzalez & Associates in the amount of \$99,400 for FYE 03/31/2022 audit, as allowable by contract LHA1904011 effective May 20, 2019 through May 19, 2023. This represents the fourth year of the contract maximum permissible of five years.</p>
<p><u>Item #:</u> 11A</p>	
<p><u>INITIATED BY:</u></p> <p>Mary Gaona Executive Director</p>	<p><u>STAFF SOURCE</u></p> <p>Jennifer Barrientos Director of Finance</p>
<p><u>PREVIOUS BOARD ACTION:</u></p> <p>On July 23, 2021, the Laredo Housing Authority Board of Commissioners approved item 10B, a 1-year extension to Request for Qualifications (RFQ) No. 190401-1A, Professional Services for Annual Audit Services to Garza/Gonzalez & Associates for FYE 03/31/2021.</p>	
<p><u>BACKGROUND:</u></p> <p>Professional Services for Annual Audit Services:</p> <p>Fiscal Year Ending 03/31/2020 in the amount of \$98,500.00</p> <p>Fiscal Year Ending 03/31/2021 in the amount of \$98,500.00</p>	
<p><u>FINANCIAL:</u></p> <p>\$ 99,400.00</p>	
<p><u>RECOMMENDATION:</u></p> <p>To approve a 1-year extension to RFQ#19-0401-1 Professional Services for Annual Audit Services contract with Garza/Gonzalez & Associates in the amount of \$99,400 for FYE 03/31/2022 audit, as allowable by contract LHA1904011 effective May 20, 2019 through May 19, 2023. Representing the fourth year of the contract maximum permissible of five years.</p>	

Garza/Gonzalez & Associates

CERTIFIED PUBLIC ACCOUNTANTS

July 13, 2022

Board of Directors and Mary Gaona, Executive Director
Laredo Housing Authority
2000 San Francisco Ave.
Laredo, TX 78040

Dear Ms. Gaona:

We are pleased to confirm our understanding of the services we are to provide for the Laredo Housing Authority (LHA) for the year ended March 31, 2022.

Audit Scope and Objectives

We will audit the financial statements of the business-type activities, the aggregate discretely presented component units, including the disclosures, which collectively comprise the basic financial statements, of LHA as of and for the year ended March 31, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement LHA's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to LHA's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.

We have also been engaged to report on supplementary information other than RSI that accompanies LHA's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1) Schedule of expenditures of federal awards
- 2) Combining Balance Sheet – Discrete Component Units
- 3) Combining Statement of Revenues, Expenses and Changes in Net Position – Discrete Component Units
- 4) Financial Data Schedule – FDS

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Related party transactions with limited partnerships and LLC's which could result in unrecorded assets and revenues.
- Recognition of receivables and related revenue related to federal grants.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of LHA's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of LHA's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on LHA's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of LHA in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to LHA; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Garza/Gonzalez & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to HUD or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Garza/Gonzalez & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period required by HUD. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Rene Gonzalez is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. .

Our fee for these services will be at our standard hourly rates which vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. We estimate our fee to be \$99,400 based on 700 hours. This fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

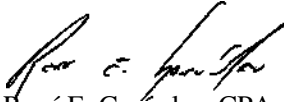
We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Directors of LHA. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Ms. Mary Gaona
Executive Director
July 13, 2022
Page 8

We appreciate the opportunity to be of service to LHA and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,



René E. González, CPA
Senior Partner

RESPONSE:

This letter correctly sets forth the understanding of LHA.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



BUMGARDNER MORRISON

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Report on the Firm's System of Quality Control

To the Owners of Garza Gonzalez & Associates
And the Peer Review Committee of the Texas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Garza Gonzalez & Associates (the firm) in effect for the year ended May 31, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As part of our review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Garza Gonzalez & Associates in effect for the year ended May 31, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Garza Gonzalez & Associates has received a peer review rating of *pass*.

Bumgardner, Morrison & Company, LLP
BUMGARDNER, MORRISON & COMPANY, LLP
December 15, 2021

Bumgardner, Morrison & Company, LLP
Certified Public Accountants

1501 E Mockingbird Lane, Suite 300
PO Box 3750
Victoria, Texas 77903-3750
Phone: 361.575.0271
Fax: 361.578.0880
Website: BMCcpa.com

Members: American Institute of Certified Public Accountants
Texas Society of Certified Public Accountants
AICPA Private Companies Practice Section
AICPA Employee Benefit Plan Audit Quality Center
AICPA Government Audit Quality Center

LHA COMMISSIONER'S COMMUNICATION

<u>DATE:</u> 07/29/2022	<u>SUBJECT:</u> Discussion and possible action to approve amendments to the Admissions and Continued Occupancy Policy and Housing Choice Voucher Administrative Plan, including extending the reach of the zero-tolerance policy to prohibit subsidized housing for individuals who engage or support human trafficking activities, and disqualify landlords who engage or support human trafficking from participating under the HCV Program.
<u>Item #:</u> 11B	
<u>INITIATED BY:</u> Mary Gaona Executive Director	<u>STAFF SOURCE:</u> Melissa Ortiz, Director of Section 8 Raquel Aguilar, Assistant Director of Housing Management
<u>PREVIOUS BOARD ACTION:</u> None	
<u>BACKGROUND:</u>	
<u>FINANCIAL:</u> None	
<u>RECOMMENDATION:</u> To approve the proposed amendments to the Admissions and Continued Occupancy Policy and Housing Choice Voucher Administrative Plan.	

Appendix G: Termination and Eviction Policy

Housing Authority of the City of Laredo
Laredo, Texas

Termination and Eviction Policy

<p>Adopted by PHA Board of Commissioners</p> <p>Resolution No.: _____</p> <p>Date of Adoption: _____</p> <p>Effective Date of Implementation: _____</p>

Authorized Use by the Housing Authority of the City of Laredo

Termination and Eviction Policy

As a landlord, the Housing Authority of the City of Laredo (hereinafter referred to as PHA) has certain rights and responsibilities concerning termination of dwelling leases and eviction of residents who violate lease terms or are determined to be undesirable for other reasons.

A. Rights and Responsibilities

1. The PHA may terminate or refuse to renew a lease for serious or repeated violations of material terms of the lease by residents including, but not limited to, the following.

The regulations at 24 CFR (Code of Federal Regulations) 966.4(f)(12), requires under Section 6(1) that every lease signed by a resident of a public housing unit must contain a provision which authorizes the PHA to consider certain "criminal activity engaged in by the resident, members of their household, another person under the control of the resident, or their guests", including drug-related, on or off the PHA's premises to be "cause for termination of tenancy". This lease provisions authorizes termination of the lease and eviction of all members of the household. Thus, any criminal activity that threatens the health, safety or right to peaceful enjoyment of the PHA's public housing premises by other residents may be cause for such termination. (See CFR 966.4(e)(2) Grounds for Termination). It is the policy of the PHA to terminate tenancy of any household were a member or guest engages in such criminal, drug-related or alcohol related activity.

The PHA retains the discretion to determine on a case-by-case basis whether or not the entire household or only the offending member(s) should be evicted for such criminal activity.

2. The PHA has a One Strike or "zero tolerance" policy with respect to violations of lease terms regarding criminal activity.

The following are some examples of said activities:

- a) Displaying a deadly weapon in connection with a verbal or nonverbal threat of bodily harm;
- b) Inflicting any injury upon another person through the intentional, reckless, careless or negligent use of a deadly weapon;
- c) *Damaging any property through the intentional, reckless, careless or negligent use of a deadly weapon;*
- d) **Engaging in any criminal activity involving human trafficking.**

B. Consideration of Favorable Factors

In the event of the receipt of unfavorable information with respect to a tenant and or lease violations that could cause termination of tenancy, the PHA will give consideration to the time, nature, and extent of the applicant's conduct. The PHA will also consider factors that might indicate a reasonable probability of favorable future conduct, such as:

1. Evidence of successful completion of an appropriate rehabilitation program for drug alcohol- related problems (requiring certification from a health professional, or State certified program). The resident may be required to provide evidence of otherwise being rehabilitated successfully (i.e., on-going participation in AA, ALANON, or other drug/alcohol support group);

2. The seriousness of the offending action;
3. The effect on the community of denial or the failure of the PHA to take such action;
4. The extent of participation by the leaseholder in the offending action;
5. The effect of denial of admission on household members not involved in the offending action;
6. The demand for assisted housing by families who will adhere to lease responsibilities;
7. The extent to which the tenant has shown personal responsibility and taken all reasonable steps to prevent or mitigate the offending action;
8. The effect of the PHA's action on the integrity of the program;
9. The willingness of the tenant to exclude the offending household member in order to remain in the housing program, where the identified member has participated in or been culpable for action or failure to act that warrants denial;
10. Evidence of the tenant family's participation in or willingness to participate in social services or other appropriate counseling programs, and the availability of such programs.

C. Domestic Violence

1. The PHA may terminate or refuse to renew a lease to any household member who is a perpetrator of domestic violence or stalker.
2. The PHA retains the discretion to determine on a case-by-case basis whether or not the entire household or only the offending member(s) should be evicted for such criminal activity.
3. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence and shall not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence. Criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant/participant or an immediate member of the tenant's family is the victim or threatened victim of that domestic violence. This does not limit the authority of the PHA to:
 - a) Terminate public housing assistance to individuals who engage in criminal acts of physical violence against family members or others.
 - b) Terminate public housing assistance to a tenant/participant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than other tenants in determining whether to terminate.
 - c) Terminate public housing assistance to a tenant if the public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property or PHA if that tenant is not evicted or terminated from assistance.

- d) Upon relocation of the household member who is the victim of domestic abuse or stalking, the PHA shall terminate the assistance of the remaining family if the perpetrator of the domestic abuse or stalking remains in the household.

D. Termination by Family

1. A resident may terminate their lease at any time but must provide the PHA thirty (30) days' notice in writing and should include a forwarding address for the PHA to return the resident's security deposit after the resident vacates the premises.
2. A notice of termination by the PHA or a resident may be given on any day of the month.

E. The PHA must provide residents a notice of termination as follows:

1. Fourteen (14) days in advance, in cases of failure to pay rent;
2. Three (3) days in advance, in cases of creation or maintenance of a threat to the health and safety of other residents, or PHA employees, or a reasonable time in excess of three (3) days considering the seriousness of the situation;
3. Thirty (30) days in advance in all other cases.
4. The notice shall state the specific reasons for termination and inform the residents they have a right to reply, examine relevant PHA documents, copy relevant documents at their expense, and request a grievance hearing. The lease termination notice shall:
 - a) State that the resident is entitled to a grievance hearing on the termination;
 - b) Specify the judicial eviction procedure to be used by the PHA for eviction of the resident, and state that HUD has determined that this eviction procedure provides the opportunity for a hearing that contains the basic elements of due process as defined in HUD regulations;
 - c) State whether the eviction is for a criminal activity as described in CFR 966.51(a)(2)(i)(A) or for a drug-related criminal activity as described in CFR 966.51(a)(2)(i)(B), or a pattern of alcohol abuse which threatens the health, safety or right to peaceful enjoyment of the premises by other residents or PHA employees.
5. HUD has issued a due process determination that the law of the State of Texas requires that the resident be given the opportunity for a hearing in court which provides the basic elements of due process (as defined in the Definition section of these policies) before eviction from a dwelling unit. Therefore, the PHA has elected to determine that this grievance procedure shall not be applicable to any termination of tenancy or eviction that involves:
 - a) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the PHA; or
 - b) Any violent or drug-related criminal activity on or off such premises; or
 - c) Any activity that resulted in felony conviction of a household member.
6. Any criminal activity is cause for termination of tenancy even in the absence of conviction or arrest.
7. Any repeated pattern of alcohol abuse which threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or PHA employees.

8. The PHA's eviction notices to residents must be in writing, hand delivered or sent by certified mail, with a return receipt requested.
9. Notices under this grievance procedure shall be deemed delivered:
 - a) Upon personal service thereof to the complainant or an adult member (18 years of age or older) of the complainant's household;
 - b) Upon the date receipted for or refused by the addressee, in the case of certified or registered U.S. Mail; or
 - c) On the second day after the deposit thereof for mailing, postage prepaid, with the U.S. Postal Service, if mailed by first class mail other than certified or registered mail, unless the resident can prove that delivery of the notice, in fact, occurred at some other time.
10. If a resident is visually impaired, any notice delivered to such resident shall be in an accessible format.
11. The PHA will notify the local post office of residents evicted for criminal activity so that evicted persons will not return to the housing development to pick up their mail.

F. Future Eligibility for Assistance.

The PHA has established standards that prohibit and deny readmission of a previous resident and/or household member to the PHA's public housing program for certain drug, criminal and/or unfavorable family behaviors.

1. The PHA must prohibit and deny readmission to the PHA's public housing program for (*See also Denial of Admission*):
 - a) Persons evicted from federally-assisted housing for drug-related criminal activity for three (3) years from the date of the eviction;
 - b) Person engaging in illegal use of a drug;
 - c) Persons convicted of methamphetamine production;
 - d) Persons subject to sex offender registration requirement; and
 - e) Persons that abuse or show a pattern of abuse of alcohol.
2. The PHA may prohibit and deny readmission to the PHA's public housing program for (*See also Applicant Screening*):
 - a) An applicant's past performance in meeting financial obligations, especially rent and/or utility payments;
 - b) An applicant's previous lease violations, including the failure to comply with community service and self-sufficiency requirements;
 - c) An applicant who left owing a debt to the PHA or any other PHA (*See also Repayment Agreement for Families*);
 - d) A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at any prior PHA public housing development which may have adversely affected the health, safety, or welfare of other tenants; and
 - e) A history of criminal activity involving crimes of physical violence to persons or property and other criminal acts which would have adversely affected the health, safety or welfare of other tenants.

The eligibility determination for readmission will be based on the circumstances of the applicant family at the time the family reappplies. The PHA may require an applicant to exclude a household member in order to be readmitted to the public housing program where that household member has participated in or been culpable for any actions described above.

In the event of unfavorable information with respect of an applicant, consideration shall be given to the time, nature and extent of the applicant's conduct, including seriousness of the offense.

NOTICE

The Nelrod Company has made its best efforts to comply with regulations, laws, and Federal/local policies. The Nelrod Company does not offer advice on legal matters or render legal opinions. We recommend that the Housing Authority's general counsel and/or attorney review this policy prior to approval by the Board of Commissioners.

The Nelrod Company is not responsible for any changes made to these policies by any party other than The Nelrod Company.

Housing Authority of the City of Laredo

Laredo, Texas

**DWELLING LEASE
PART I & PART II**

Adopted by PHA Board of Commissioners

Resolution No.: _____

Date of Adoption: _____

Effective Date of Implementation: _____

Authorized Use by the Housing Authority of the City of Laredo

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Part I: Public Housing Residential Lease Agreement

Terms and Conditions

This Lease Agreement (called the Lease) is between the Housing Authority of the City of Laredo, (called PHA) and Tenant named in Part II of this Lease (called Tenant).

A. Description of Parties and Dwelling Units

1. The PHA leases to the Tenant, the property (called Dwelling Unit) described in Part II of the Lease Agreement, subject to the terms and conditions contained in this Lease.
2. Dwelling unit must be the sole private residence of the Tenant and the family members named on Part II of the Lease. Only those persons identified in Part II of this Lease may occupy the unit.
3. Any additions to the household members named on the Lease, including Live-in Aides and foster children/adults, **but excluding natural births, adoptions, and court awarded custody**, require the advance written approval of the PHA. Such approval will be granted only if the new family members pass PHA screening criteria and a unit of appropriate size is available. Permission to add Live-in Aides and foster children/adults shall not be unreasonably refused.

Tenant agrees to wait for PHA approval before allowing additional persons to move into dwelling unit. Failure on the part of the Tenant to comply with this provision is a serious violation of the material terms of the Lease, and the PHA may terminate the Lease.

4. Tenant shall report any deletions of the household members named on Part II of the Lease to the PHA in writing, within ten (10) calendar days of the occurrence. Tenant shall date and initial Part II of the Lease whenever a household member moves into or out of the dwelling unit.

B. Lease and Amount of Rent

1. Unless otherwise modified or terminated in accordance with Section P, this Lease shall automatically renew for successive terms of one (1) year. The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the PHA in accordance with Section G herein. The amount of Total Tenant Payment and Tenant Rent shall be determined by the PHA in compliance with HUD regulations and requirements and in accordance with PHA's Admissions and Continued Occupancy Policy.
2. **Rent is due and payable in advance on the first day of each month and shall be considered delinquent after the fifth (5th) calendar day of the month.** Rent may include utilities as described in Part I, section F below and includes all maintenance services due to normal wear and tear. When PHA makes any change in the amount of Total Tenant Payment or Tenant Rent, PHA shall give written notice to Tenant. The PHA shall give written notice to the Tenant in accordance with State law. The notice shall state the new amount and the date from which the new amount is applicable. Rent redeterminations are subject to the Grievance Procedures. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by the PHA. If Tenant asks for an explanation, the PHA shall respond in a reasonable time.

C. Other Charges

In addition to rent, Tenant is responsible for the payment of certain other charges specified in this Lease. The type(s) and amounts of other charges are specified in Part II of this Lease Agreement. Other charges can include:

1. Maintenance Costs: The cost for services or repairs to the dwelling unit, common areas or grounds beyond normal wear and tear caused by Tenant, household members or guests. Tenant shall be charged for the cost of such service in accordance with the Schedule of Maintenance Charges posted by the PHA or based on the actual cost to PHA for the labor and materials needed to complete the work. If work must be performed outside normal working hours, overtime rates will be charged.
2. Surcharge for Excess Usage: At developments where some or all utilities are provided by the PHA, a surcharge shall be assessed for excess consumption usage, including extra consumption due to operation of approved tenant-supplied appliances. This surcharge does not apply to Tenants who pay their utilities directly to a utility supplier.
3. Installation Charges: A charge will be assessed for installation of Tenant air conditioners or approved appliances.
4. Late Charges: A late charge will be assessed for payment of rent or other charges after the date specified in Part II of the Lease.
5. PHA shall provide written notice of the amount of any charge or surcharge in addition to Tenant Rent and when the charge or surcharge is due. Charges or surcharges, other than rent, are due fourteen (14) days after Tenant receives PHA's written notice of the charge or surcharge. Failure to pay surcharges on due date shall be considered a serious violation of the terms of the Lease and shall be grounds for termination of the Lease.
6. Retroactive Rent: The Tenant shall be required to pay retroactive rent resulting from, Tenant's underreporting or failure to report income, failure to provide adequate documentation, failure to report changes in a timely manner, or misrepresentation of income or family circumstances to the PHA.

The PHA shall determine the retroactive rent amount as far back as the PHA is able to document. Upon determination of the retroactive rent amount, the family shall be required to pay the retroactive amount in full or enter into a Repayment Agreement with the PHA.

The Repayment Agreement shall clearly state the total retroactive rent amount payable to the PHA in addition to the family's regular monthly rent. The repayment time period in which the retroactive rent balance will be paid shall be based on the monthly payments determined and the retroactive balance.

The PHA shall have full discretion in establishing the number of months in the Repayment Agreement for the family to pay the debt.

A minimum rent hardship exemption previously granted to a family owing retroactive rent will be automatically revoked and the family will be required to pay the retroactive rent in full or enter into a Repayment Agreement for any retroactive rent owed, including rent owed during the hardship exemption period.

Late and missed retroactive rent payments by the family shall constitute default of the Repayment Agreement. In such cases, the PHA shall have the right to terminate this Lease and obtain possession of the dwelling unit pursuant to available legal remedies.

D. Payment Location

All payments must be made by check or money order at the Management Office, or mailed to 2000 San Francisco Avenue, Laredo, TX 78040. The PHA will not accept cash payment. There will be a twenty-five dollar (\$25.00) charge on any returned check. Tenants who have submitted a returned check will be required to make all further payments by money order or cashier's check.

E. Security Deposit

1. Tenant Responsibilities—Tenant agrees to pay a Security Deposit prior to occupancy. The dollar amount of the Security Deposit is located in Part II of this Lease.
2. PHA Responsibilities—After Tenant vacates the dwelling unit and the premises have been inspected by the PHA, the Security Deposit shall be refunded to Tenant, less any charges for:
 - a) Unpaid rent and other charges;
 - b) Payment of court costs, expenses, and attorney fees incurred in enforcing this Lease or in recovering possession of the dwelling unit unless the Tenant prevails in such legal action and is awarded such;
 - c) Cost of non-routine cleaning or repair beyond normal wear and tear of the dwelling unit or its equipment;
 - d) Cost of rekeying locks if keys are not returned to the Management Office;
 - e) Prorated rent if required written notice of intent to vacate is not provided.

The Security Deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. No refund of the Security Deposit will be made until Tenant has vacated the dwelling unit and the PHA has inspected the unit.

The return of a Security Deposit, less any amounts owed, shall occur within thirty (30) days after the Tenant has vacated. **PHA agrees to return the Security Deposit, if any, to Tenant when he/she vacates, less any deductions for any costs indicated above, so long as Tenant furnishes PHA with a forwarding address and thirty (30) days' notice of intent to vacate (written notice not applicable to death during tenancy).** If any deductions are made, PHA will furnish Tenant with a written statement of any such deductions from the Security Deposit.

If no forwarding address is provided, the PHA will mail any refund of Security Deposit to the last known address. Tenant understands and agrees it is his/her responsibility to provide PHA with a valid forwarding address.

F. Appliances and Utilities

1. PHA Supplied Appliances: If indicated by an (X) on Part II of this Lease, PHA will provide the specified appliance. Other major electrical appliances, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of PHA.
2. PHA Supplied Utilities: If indicated by an (X) on Part II of this Lease, PHA will supply the indicated utility. PHA will not be liable for the failure to supply utility service for any cause whatsoever unless the PHA acted intentionally or negligently in not supplying utility services.

3. **Tenant-Paid Utilities:** If Tenant resides in a development where PHA does not supply electricity, natural gas, heating fuel, water, sewer service, or trash collection, a **Utility Allowance** shall be established, appropriate for the size and type of dwelling unit, for utilities Tenant pays directly to the utility supplier. The Total Tenant Payment less the allowance for utilities equals Tenant rent. If the allowance for utilities exceeds Total Tenant Payment, PHA will pay a Utility Reimbursement. If Tenant's actual utility bill exceeds the allowance for utilities, Tenant shall be responsible for paying the actual bill to the utility supplier. If Tenant's actual utility bill is less than the Utility Allowance, Tenant shall receive the benefit of such savings.

Tenant agrees to maintain utility service in the dwelling unit at all times. Failure to maintain utility service for more than twenty-four (24) hours shall be considered a serious violation and shall be grounds for termination of the Lease.

PHA may change the Utility Allowance at any time during the term of the Lease, and shall give Tenant sixty (60) days written notice of the revised Utility Allowances prior to the proposed effective date along with any resultant changes in Tenant Rent or Utility Reimbursement.

4. Tenant agrees not to waste utilities provided by the PHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels or restrictions of specific appliances.
5. Illegal tampering with utility metering devices shall be considered a violation and grounds for termination of this Lease.
6. All utilities shall be in the name of the Head of the Household or other adult household member who has signed the Lease.
7. Tenant agrees to maintain sufficient heat to prevent freezing of piped water. If for any reason the Tenant is unable to maintain sufficient heat, he/she shall immediately notify the PHA. Failure to notify the PHA of frozen or damaged water pipes is grounds for termination of this Lease.

G. Terms and Conditions

1. **Use and Occupancy of the Dwelling Unit:** Tenant shall have the right to exclusive use and occupancy of the dwelling unit for Tenant and other household members listed on Part II of this Lease Agreement. With the prior written consent of the PHA, members of the household may engage in legal profitmaking activities in the dwelling unit.

The PHA recognizes the Tenant's right to give reasonable accommodation to his/her guests and visitors. The tenant must notify the PHA management when a guest(s)/visitor(s) will be staying for more than fourteen (14) days. Exceptions for longer stays may be granted to the family for valid reasons which may include but not limited to: Tenant's son/daughter home on military leave; Tenant's son/daughter on college break during the holidays; care of a relative staying with the Tenant to recuperate from a medical procedure; children who are visiting in accordance with visitation privileges subject to a joint custody arrangement. Exceptions may be granted, upon Tenant's written request to the PHA, for an extension of this provision. The PHA will consider granting the exception only if the family can identify and provide documentation of the guest's or visitor's primary residence. If the PHA discovers that the guest or visitor represents the Tenant's address as his/her (guest's/visitor's) residence address for the purpose of receiving mail, benefits, or other purposes will be considered an unauthorized occupant of the unit and no future visitation will be approved for this guest/visitor. Guests/visitors who remain with the

Tenant beyond the visitation extension granted by the PHA will be considered to be occupants and their presence constitutes a violation of the Lease by the Tenant.

Any person banned from PHA property, any State lifetime sex offender registrant, or any person engaging in any criminal and/or drug-related activity will not be permitted as an overnight guest or visitor.

2. Redetermination of Rent, Dwelling Size, and Eligibility: Tenant will choose between income-based or flat rent at each annual reexamination. The rent amount as fixed in Part II of this Lease Agreement is due each month until changed as described below:
 - 1) Scheduled Reexaminations
 - (a) The PHA will reexamine family composition and compliance with Community Service and Self-Sufficiency Requirement (CSSR) annually of families paying flat rent. The PHA will conduct a reexamination of income and deductions at least once every three years of families who have opted to pay flat rent.
 - (b) The PHA will conduct a reexamination of income, deductions, family composition and compliance with CSSR at least once every year of families who choose to pay income-based rent.
 - (c) All adult members of the household must accompany the head of household to the recertification interview.
 - (d) Each non-exempt adult household member must contribute eight (8) hours per month of community service or eight (8) hours per month of participation in an economic self-sufficiency program, or perform a combination of eight (8) hours of community service and participation in an economic self-sufficiency program, or an aggregate total of ninety-six (96) hours completed by each annual reexamination.
 - 2) Tenant agrees to supply PHA, when requested, with accurate information about: family composition, age of family members, income and sources of income for all family members, assets, community service activities, and related information necessary to determine continued eligibility, annual income, adjusted income and rent. Failure to supply such information when requested is a serious violation of the terms of the Lease and shall be grounds for termination of the Lease. All information must be verified by the PHA. Tenant agrees to comply with PHA requests for verification by signing releases for third-party verifications, presenting documents for review, or providing other suitable forms of verification. PHA shall give Tenant reasonable notice of what actions Tenant must take and of the date by which any such action must be taken for compliance under this section. This information will be used by PHA to decide whether the amount of rent should be changed and whether the dwelling size is still appropriate for Tenant's needs. This determination will be made in accordance with the Admissions and Continued Occupancy Policy, which is available for review in the PHA office.
 - 3) The Tenant agrees to pay maintenance and other charges, if any, in accordance with the approved Schedule of Repairs and Other Charges and to accept a "Notice of Rent Adjustment" when delivered by the PHA.

3. Rent will not change during the period between regular reexaminations, UNLESS during such period:
 - a) Rent is based on false or incomplete information supplied by the Tenant. If it is found that Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying less than the rent that he/she should have been charged, the PHA will apply an increase in rent retroactive to the first of the month following the date the misrepresentation occurred;
 - b) It is found that an error was made at admission or reexamination by the PHA. (Tenant will not be charged retroactively for errors made by the PHA.);
 - c) It is impossible to verify the Tenant's income at the regular reexamination and a temporary rent was charged;
 - d) The household income or family composition has changed. The Tenant must report any and all changes in income or family composition within ten (10) calendar days of such change, and rent will be adjusted in accordance with the current PHA Admissions and Continued Occupancy Policy and HUD regulations. Failure to report within this timeframe may result in a retroactive rent charge;
 - e) Tenant can show a change in circumstances, such as loss of employment, increase in medical costs, child care costs, etc.;
 - f) Public Assistance to Tenant or household member commences or is terminated. Such change must be reported to the PHA within ten (10) calendar days. **Rent will not be reduced where there is reduction in welfare payments received because of non-compliance with an economic self-sufficiency program and/or fraud in the welfare program.** No determination with respect to rent reduction/non-reduction will occur until the public assistance provider provides written verification of the circumstances of the public assistance change;
 - g) Tenant is paying a flat rent and Tenant income is reduced or allowable deductions increased and Tenant requests a change to the income based rent. Such changes shall occur no more than once between annual reexaminations;
 - h) HUD regulations or Federal statutes require a change in rent.
4. Rent Adjustments: Tenant will be notified in writing of any rent adjustment due to the situations described above; all notices will state the effective date of the rent adjustment.
 - a) In the case of rent decrease, the adjustment will become effective the first (1st) day of the month following the date the Tenant reported the change.
 - b) In the case of rent increase, the increase will become effective in accordance with the ACOP and State law.
5. Zero Income or Temporary Rent: If a Tenant reports zero income or is placed on a temporary rent, the Tenant must report income and expenses to the PHA every thirty (30) calendar days until a regular income is established. Failure to report income and expenses to the PHA every thirty (30) calendar days as required shall be considered grounds for termination of this Lease.
6. Minimum Rent: The PHA has established a minimum rent of fifty dollars (\$50.00).
7. Minimum Rent Hardship Exemption: The minimum rent is subject to the following:
 - a) A request for a minimum rent hardship exemption must be requested in writing before the rent becomes delinquent.

- b) The PHA shall suspend the minimum rent the first of the following month because of a financial hardship which may include:
- (1) Loss of eligibility for or awaiting an eligibility determination for a federal, state or local assistance program;
 - (2) The Tenant would be evicted because he/she is unable to pay the minimum rent;
 - (3) The income of the Tenant has decreased because of changed circumstances, including loss of employment;
 - (4) A death in the family has occurred which affects the Tenant's circumstances;
 - (5) Other circumstances which shall be determined by the PHA on a case-by-case basis.
- c) Circumstances supporting the request for a minimum rent hardship exemption must be documented by the tenant and verified by the PHA before an exemption is granted.
- d) If a Tenant requests a hardship exemption prior to the rent becoming delinquent under this section, and the PHA reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during the ninety (90) day suspension period beginning on the date of the written request for exemption by the Tenant. A Tenant shall not be evicted during the suspension period for non-payment of rent. In such a case, if the Tenant thereafter demonstrates that the financial hardship circumstance is long-term and ongoing, the PHA shall retroactively exempt the Tenant from the minimum rent requirement for the ninety (90) day suspension period.
- (1) Temporary Minimum Rent Hardship Exemption: During the suspension period, the Tenant's rent will be zero (\$0). When the hardship is determined to be temporary (90 days), the tenant will enter into a repayment agreement at the end of the suspension period for the difference between the income based rent and minimum rent.
 - (2) Long-Term Minimum Rent Hardship Exemption: If the hardship is determined to be long-term, the Tenant rent will be adjusted based on the income-based rent formula. The Tenant will not be required to repay the amount of the reduction.
- e) This section does not prohibit the PHA from taking eviction action for other Lease violations unrelated to financial hardship.
8. Transfers
- a) If the PHA determines that the size of the dwelling unit is no longer meets the PHA occupancy standards based on family composition, PHA shall send Tenant written notice. Tenant further agrees to accept a new Lease for a different dwelling unit of the appropriate size and to move to the new unit at the Tenant's expense.
 - b) PHA shall move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit. Actual costs for such moves will be paid by PHA.
 - c) If a Tenant requires special unit features because of a documented disability, PHA shall modify Tenant's existing unit or transfer Tenant to another unit with the features requested at PHA's expense.
 - d) A Tenant without disabilities who is housed in a unit with special features for disabled persons, must transfer to a unit without such features should a Tenant with disabilities need the unit. Reasonable costs for such moves will be paid by PHA.

- e) In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by the PHA. Tenant shall be given seven (7) calendar days to move following delivery of a transfer notice. Refusal to move shall be grounds for termination of the Lease.
- f) Involuntary transfers are subject to the Grievance Procedures, and no such transfers shall be made until either the time to request a grievance has expired or the grievance procedure has been completed.
- g) Emergency transfers under Violence Against Women Reauthorization Act of 2013 (VAWA).
- h) PHA will consider Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Continued Occupancy Policies.

H. PHA Obligations

PHA shall be obligated:

1. To maintain the dwelling units, project, facilities, and common areas, not otherwise assigned to a Tenant for maintenance and upkeep, in a clean and safe condition.
2. To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
3. To comply with the provisions of VAWA with regard to specific protections afforded to an applicant family, tenant, and family members of tenant who is a victim of domestic violence, dating violence, sexual assault or stalking. Specific protections under VAWA include:
 - a) Tenants – Domestic Violence, Dating Violence, Sexual Assault or Stalking

An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as a serious or repeated Lease violation by the victim or threatened victim of the domestic violence, dating violence, sexual assault or stalking; or as good cause to terminate the tenancy of, occupancy rights of, or assistance to the victim, if the tenant or immediate family member of the tenant is the victim.
 - 4) Criminal Activity Related to Domestic Violence, Dating Violence, Sexual Assault or Stalking

Criminal activity directly related to domestic violence, dating violence, sexual assault or stalking, engaged in by a member of a tenants' household or any guest or other person under the tenant's control, shall not be cause for termination of tenancy of, occupancy rights of, or assistance to the victim.
 - 5) Limitations of VAWA Protections
 - (1) Nothing in this section limits the authority of the PHA to evict a tenant or terminate assistance for a Lease violation unrelated to domestic violence, dating violence, sexual assault or stalking provided that the PHA does not subject such a tenant to a more demanding standard than other tenants in making the determination whether to evict, or to terminate assistance or occupancy rights;
 - (2) Nothing in this section may be construed to limit the authority of the PHA to evict or terminate assistance to any tenant or lawful occupant if the PHA can demonstrate an actual and imminent threat to other tenants, employees of the

PHA, or those providing service to the public housing assisted property if that tenant or lawful occupant is not terminated from assistance. In this context, words, gestures, actions, or other indicators will be considered an “actual imminent threat” if they meet the following standards.

ACTUAL AND IMMENT THREAT: An actual and imminent threat consist of a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:

- (i) The duration of the risk;
- (ii) The nature and severity of the potential harm;
- (iii) The likelihood that the potential harm will occur; and
- (iv) The length of time before the potential harm would occur.

4. To make necessary repairs to the dwelling unit.
5. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilation, and other facilities and appliances, including elevators supplied or required to be supplied with PHA.
6. To provide and maintain appropriate receptacles and facilities (except Tenant’s household container[s]) for the deposit of garbage, rubbish, and other waste to be removed from the premises.
7. To supply running water, reasonable amounts of hot water, and reasonable amount of heat at appropriate times of the year according to local custom and usage, except where the building that includes the dwelling unit is not required to be equipped for that purpose or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by direct utility connection.
8. To inspect the dwelling unit with the Tenant before the Tenant moves in and to give the Tenant a written statement of the condition of the premises, the dwelling unit and the equipment provided with the unit.
9. To inspect the dwelling unit when the Tenant moves out and give the Tenant a written description and itemized statement of any charges for repairs beyond normal wear and tear.
10. To enforce the terms of this agreement fairly, impartially, and in good faith and not to discriminate against any tenant in the provision of services, or in any manner, on the basis of race, color, religion, sex, national origin, familial status or disability.
11. To post or make available in the Management Office copies of all rules, regulations, schedules of charges, grievance procedure and other documents and policies which are part of this agreement (by attachment or by reference). Copies may be obtained by the Tenant at his/her expense.
12. To provide the Tenant and the subject of the record a copy of any criminal conviction record or record of lifetime registration for sex offenders at such time as any adverse action (eviction action) based on such record is proposed. The household will be provided an opportunity to dispute the accuracy of such information in an appropriate forum (court, hearing or grievance procedure) before final action is taken.

13. For all aspects of the Lease and Grievance Procedures, to provide persons with disabilities reasonable accommodations to the extent necessary to provide such persons with an opportunity to use and participate in those procedures.

I. Tenant Obligations

Tenant shall be obligated:

1. To use the dwelling as the only residence for all members of the Tenant's family listed in Part II of this Lease Agreement and not to use or permit the use of the dwelling for any other purpose. This provision does not exclude the care of foster children/adults or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to PHA's Occupancy Standards, and so long as PHA has granted prior written approval for the foster child(ren) or live-in aide to reside in the unit. Tenant may also obtain permission from the PHA to engage in a legal profit making activity from his/her residence.
2. Not to assign the Lease, nor sublease the dwelling unit.
3. Not to give accommodation to boarders or lodgers.
4. Not to give accommodation to long-term guests (in excess of time specified in Section 7) without the advance written consent of PHA.
5. To refrain from the absence of any family member listed in Part II of the Dwelling Lease from the dwelling unit for more than fifteen (15) calendar days without previously informing the PHA.
6. To abide by the necessary and reasonable regulations disseminated by PHA for the benefit and well-being of the housing development and Tenants. These regulations shall be posted publicly in the project office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease.
7. To comply with the requirements of applicable State and local building or housing codes, materially affecting health and/or safety of Tenant and household.
8. To keep the dwelling unit and other such areas and appliances as assigned to Tenant for exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made for Tenants who have no household members to perform such tasks because of age or disability. Tenants who repeatedly fail to maintain housekeeping standards established by the PHA (as documented by maintenance inspections, pest control inspections, and other housekeeping inspections) will be required to participate in housekeeping classes. Repeated failure of housekeeping inspections shall be grounds for termination of the Lease.
9. To avoid obstructing sidewalks, areaways, galleries, passages, elevators, stairways, and to avoid using these for purposes other than going into and out of the dwelling unit.
10. To dispose of all garbage, rubbish, and other household waste in a sanitary and safe manner only in containers approved or provided by the PHA. To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash in common areas.
11. To maintain utility service in the dwelling unit at all times. Failure to maintain utility service for more than twenty-four (24) hours shall be considered a serious violation and shall be grounds for termination of the Lease.

12. To use only in a reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators.
13. To pay charges for excess utilities, if applicable for this dwelling unit, and other charges fourteen (14) calendar days after the PHA provides written notice of the charges.
14. To avoid overloading electrical circuits by limiting the use of electrical appliances and attachments when it appears that an overload caused by the connection of too many appliances at the same time would result in a hazardous condition.
15. To refrain from and cause household members and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit, building, facilities, or common areas, and to pay reasonable charges for repairs if so caused. To pay for damages caused by fire or smoke that is a direct result of negligence on the part of the Tenant, family member or guest, as determined by the local Fire Department. Such fire and smoke damage charges shall be in the amount of the actual cost of the repair/replacement less the amount paid by insurance.
16. To refrain from removing batteries or damaging/removing the smoke detectors and/or carbon monoxide detectors.
17. To pay reactivation fees in accordance with the Schedule of Repairs and Other Charges for removal or disengagement of smoke detector or carbon monoxide detectors.
18. To act, and cause household members or guests to act in a manner that will not disturb other resident's peaceful enjoyment of their accommodations and will be conducive to maintaining all PHA projects in a decent, safe, and sanitary condition.
19. To refrain from allowing into their dwelling unit individuals that are known or should have been known by the tenant or any other member of the household to be banned from PHA property.
20. To assure that Tenant, any member of the household, a guest or any other person under Tenant's control, shall not engage in:
 - a) Any activity that threatens the health, safety, or right to other Tenants' peaceful enjoyment of the premises.
 - b) Any drug-related criminal activity in violation of the preceding sentence shall be cause for termination of tenancy and for eviction from the unit. (For the purposes of this Lease, drug-related refers to manufacture, possession, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance, including methamphetamines and the supplies/equipment used to manufacture them, as defined in Section 102 of the Controlled Substances Act.)
21. Not to commit any crime of physical violence to persons or property.
22. To comply with the PHA policy implementing the Violence Against Women Reauthorization Act of 2013 (VAWA) as it pertains to any household member who is claiming to be the victim of domestic violence, dating violence, sexual assault or stalking.
23. To refrain from alcohol abuse-related behavior or activities that interferes with the health, safety, or right to peaceful enjoyment of the premises by other Tenants. Alcohol-related behavior or activities shall be considered a violation of the Lease and grounds for termination of the Lease.
24. Not to consume any alcoholic beverage or use glass containers on or in community areas.

25. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward other residents, PHA staff, and contractors. Abusive or threatening behavior includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, or other language (written or oral) that is customarily used to insult or intimidate.
26. To abide by local and State ordinances or laws with respect to possession and/or use of a firearm or other deadly weapons.

It shall be considered a prohibited activity, a material breach of a Tenant's Lease Obligation, and grounds for termination of this Lease, for any Tenant or anyone in the dwelling unit with the Tenant's consent to do any of the following upon PHA property:

- a) To intentionally, knowingly, or recklessly carry on or about his/her person an illegal weapon as defined by local or state law;
- b) To display a deadly weapon in connection with a verbal or non-verbal threat of bodily harm;
- c) To inflict any injury upon another person through the reckless, careless, or negligent use of a deadly weapon;
- d) To damage any property through the intentional, reckless, careless, or negligent use of a deadly weapon.

A deadly weapon shall include, but not be limited to, a club, explosive weapon, firearm, knife or knuckles as those terms are defined by the State Penal Code

27. To take reasonable precautions to prevent fires and to refrain from storing volatile or flammable materials within 3 feet from a source of ignition.
28. To make NO alterations or repairs to the dwelling unit or to the equipment, or to install additional equipment or major appliances without written consent of PHA. To make no changes to locks or install new locks or exterior doors without PHA's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers accepted) without authorization by PHA.
29. To install window A/C units in accordance with the PHA's installation criteria and only after receipt of written approval of the installation by the PHA.
30. To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit, except that roof antennas and satellite dishes may be installed in accordance with requirements by PHA and with prior written approval by the PHA.
31. To maintain window covering in good repair and that do not detract from the appearance of the building. Cardboard, paper, bed linens, aluminum foil may not be used as window coverings.
32. To refrain from placing signs of any type on the premises except those allowed under applicable local ordinances and then only after having received written permission of PHA. All signs must be removed within 24 hours of its designated purpose.
33. To avoid blocking or obstructing any window in the dwelling unit that may be required for emergency egress.
34. Pet Policy: To abide by the PHA's Pet Policy. Tenant will not keep pets such as dogs, cats, birds, reptiles, or other animals anywhere in the complex, unless the pet has been registered with and approved by the PHA, and the family has executed a formal pet ownership agreement that becomes an attachment to this Lease, by reference. Tenants

who are persons with disabilities and have an assistance animal shall abide by the PHA's Assistance Animal Policy.

35. **Vehicle and Parking Rules:** To park only in areas designated for parking. Tenant agrees to remove from PHA property any inoperable vehicle or vehicle without valid registration and to refrain from parking any vehicles in any right-of-way or designated fire lane. Any inoperable or unauthorized vehicle shall be removed from PHA property at Tenant's expense. Tenant also agrees not to wash automobiles or make automobile repairs on PHA property.
36. To provide the PHA with thirty (30) calendar days' advance notice of intent to vacate and terminate the Lease. The notice shall be in writing and delivered in person to the PHA or sent by U. S. Mail, properly addressed. Upon termination of this agreement, the Tenant agrees that the dwelling shall not be considered "vacated" for rental charge purposes until such time as the keys are returned and the PHA accepts the unit. Tenant may terminate the Lease with less than thirty (30) calendar days' advance notice due to documented situations of domestic violence, dating violence, sexual assault, or stalking or due to military deployment of more than 90 days or permanent transfer.
37. To remove any personal property when Tenant vacates, abandons or surrenders the dwelling unit.
38. To leave the dwelling unit in a clean and good condition upon vacating, reasonable wear and tear accepted.
39. To transfer to an appropriate size dwelling unit, based on family composition, upon appropriate notice by the PHA that such a dwelling unit is available.
40. To keep his/her dwelling unit in such condition as to ensure proper health and sanitation standards. **Tenant shall notify the PHA promptly of need for repairs to his/her dwelling unit**, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the development. Tenant's failure to report the need for repairs in a timely manner shall be considered as contributing to any damage that occurs.
41. To abide by the local City curfew ordinances. Two violations of this rule shall be grounds for termination of the Lease.
42. Not to engage in profit-making activities in the dwelling unit without prior written approval by the PHA.
43. To assist in the eradication of insects and vermin (roaches, ants, mice, bed bugs, etc.). With proper notice given by the PHA, permit exterminators to enter the unit to treat for insects and vermin.
44. To allow inspection or entry of the unit upon receipt of forty-eight (48) hour written notice by the PHA.
45. Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the Lease.
46. Not to commit any fraud in connection with this housing assistance program.
47. To comply with the Community Service and Self-Sufficiency Requirement as described in the PHA's Community Service and Self-Sufficiency Policy. Tenant and other family members eighteen (18) years of age or older agree that any non-exempt adult family member must contribute either eight (8) hours of community service per month or participate in an economic self-sufficiency program for eight (8) hours per month, or perform a combination of eight (8) hours of community service and participation in an

economic self-sufficiency program per month. The required community service contribution or self-sufficiency participation, or combination of both activities, may be completed at 8 hours each month or aggregated throughout the year, as long as 96 hours is completed by each annual reexamination. **Non-compliance with this requirement will result in this Lease not being renewed**, subject to the Tenant/family member's right to request a hearing under the PHA's Grievance Procedures.

48. To abide by all PHA, state and local smoking or smoke-free requirements.
49. To explain these rules to all household members and guests and to be responsible for preventing their violation of any of these rules.

J. Defects Hazardous to Life, Health or Safety

The following provisions apply in the event that the dwelling unit is damaged to the extent that conditions are created that are hazardous to the life, health, or safety of the occupants:

1. PHA Responsibilities:

- a) PHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant. If the damage was caused by the Tenant, household members or guests, the reasonable costs for repairs shall be charged to the Tenant. Tenant cause of the damage shall be grounds for termination of the Lease.
- b) PHA shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time.
- c) In the event the PHA, cannot make repairs and alternative accommodations are unavailable, the rent shall abate in proportion to the seriousness of the damage and loss in value of the dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if Tenant, household members, or guests caused the damage.
- d) If PHA determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of the Tenant and Tenant refuses alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to the Tenant.

2. Tenant Responsibilities:

- a) Tenant shall immediately notify the Manager of the damage and intent to abate rent when damage is not repaired or becomes sufficiently severe that Tenant believes he/she is justified in abating rent.
- b) Tenant agrees to pay full rent, less the abated portion agreed upon by PHA, during the time in which the defect remains uncorrected.
- c) Tenant shall accept any replacement unit offered by PHA.

K. Move-in and Move-out Inspections

1. Move-in inspection—PHA and Tenant or representative shall jointly inspect the dwelling unit prior to occupancy by Tenant. PHA will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by PHA and Tenant and a copy of the statement retained in Tenant's file. PHA will correct any deficiencies noted on the inspection report, at no charge to the Tenant.

2. Move-out inspection—PHA will inspect the unit at the time Tenant vacates and provide Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice.

L. Maintenance, Repair, and Services

1. Tenant will pay charges for maintenance and repair beyond normal wear and tear, as reflected in the current "Schedule of Repairs and Tenant Charges" posted in the Management Office.
2. "Normal wear and tear" means deterioration that results from the intended use of a dwelling, including breakage or malfunction due to age or deteriorated conditions; but the term does not include deterioration that results from negligence, carelessness, accident or abuse of the dwelling unit, equipment, or PHA property by the Tenant, or by a member of the Tenant's household, or by a guest of the Tenant.
3. Such charges are due and payable fourteen (14) days after the PHA provides Tenant written notice that charges are due. Failure to pay such charges on the date due shall be considered a serious violation and grounds for termination of this Lease.

M. Abandonment and Abandoned Property

1. Management shall take possession of the apartment after the Tenant has moved out. If the Tenant and all other persons are absent from the dwelling unit for seven (7) consecutive days during the Lease term or any renewal or extension period while the rent is delinquent, the PHA may deem the unit abandoned if inspection shows that all or most of the Tenant's property has been removed.
2. The PHA shall secure the dwelling unit against vandalism and attach a notice of entry to the door of said dwelling unit. If there is no response to this notice after forty-eight (48) hours, or if all the Tenant's possessions have been removed, the PHA will take possession of the dwelling unit, provided that the rent still remains unpaid.
3. Any possessions left in the dwelling unit will be removed, stored and disposed of by the PHA in accordance with State law. Tenant may reclaim their possessions at any time prior to disposition.

N. Notices

1. The PHA shall notify the Tenant of the specific grounds for any proposed adverse action by the PHA.
2. The PHA shall notify the Tenant of the opportunity for a hearing under the PHA's Grievance Procedures for a grievance concerning a proposed adverse action except for:
 - a) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the PHA;
 - b) Any violent or drug-related criminal activity on or off such premises; or
 - c) Any criminal activity that resulted in felony conviction of a household member.
3. The notice of proposed adverse action shall inform the Tenant of the right to request such hearing. In the case of a Lease termination/demand for possession, a "notice of Lease termination/demand for possession" shall constitute adequate notice of proposed adverse action.

4. In the case of a proposed adverse action other than a Lease termination/demand for possession, the PHA shall not take a proposed action until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.

O. Notice Procedures

1. Tenant Responsibility: Any notice to PHA must be in writing, delivered to the Management Office or Project Office, or sent by first-class mail, properly addressed.
2. PHA Responsibility: Notice to Tenant must be in writing, delivered to the Tenant or to any adult household member, or sent by first-class mail addressed to Tenant.
3. Unopened, cancelled, first-class mail returned by the Post Office shall be sufficient evidence that notice was given.
4. If Tenant is visually impaired, all notices will be in accessible format.

P. Termination of the Lease

1. This lease may be terminated for the following reasons:
 - a) For serious or repeated violations of material terms of the Lease, or for other good cause. Such serious or repeated violation of terms shall include, but not limited to:
 - 1) The failure to pay rent or other payments when due.
 - 2) Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the fifth (5th) of the month. Three such late payments within a twelve (12) month period shall constitute a repeated late payment.
 - 3) Failure to fulfill household obligations as described in Tenant Obligations of this lease.
 - b) Other Good Causes
 - 1) Criminal activity, **including any criminal activity involving human trafficking**, or alcohol abuse;
 - 2) Discovery after admission of facts that made the tenant or any household member ineligible;
 - 3) Discovery of material false statements or fraud by the tenant in connection with the application for assistance or reexamination of income and household members;
 - 4) Failure of a family member to comply with the Community Service and Self-Sufficiency Requirement; and
 - 5) Failure to accept the PHA's offer of a lease revision to an existing lease when the revised lease has been properly adopted by the PHA and a written notice of the offer of the revisions was given at least 60 calendar days before the lease revision is scheduled to take effect, and with the offer specifying a reasonable time limit within that period for acceptance by the family.

2. PHA shall give written notice of the proposed termination of the Lease of:
 - a) Fourteen (14) days in the case of failure to pay rent.
 - b) A reasonable time, but not to exceed thirty (30) calendar days, considering the seriousness of the situation, when the health and safety of other tenants of PHA staff is threatened.
 - c) Thirty (30) calendar days in any other case.
3. The notice of termination:
 - a) The notice of termination to the Tenant shall state specific reasons for the termination, shall inform the Tenant of his/her right to make such reply as he/she may wish, and Tenant's right to examine PHA documents directly relevant to the termination and/or eviction.
 - b) When PHA is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such hearing in accordance with PHA's Grievance Procedures.
 - c) Any notice to vacate (or quit) that is required by State or local law may be combined with, or run concurrently with the notice of Lease termination under this section. The Notice to Vacate must be in writing and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay the court costs and attorney's fees.
 - d) When PHA is required to offer Tenant the opportunity for a grievance hearing concerning the Lease termination, the tenancy shall not terminate until the period to request a hearing has expired or the grievance process has been completed.
 - e) When PHA is not required to offer Tenant the opportunity for a hearing under the grievance procedures and PHA has decided to exclude such grievance from PHA's Grievance Procedures, the notice of termination shall (a) state that Tenant is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedure to be used by PHA for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for criminal activity that threatens health and safety of other tenants and staff or for drug-related criminal activity.
 - f) PHA may only evict Tenant from dwelling unit by bringing a court action or by bringing an administrative action where allowed by State law.
4. Tenant may terminate this Lease at any time by giving thirty (30) calendar days' written notice properly addressed and delivered to the PHA.
5. When a PHA evicts a Tenant from a dwelling unit for criminal activity, PHA shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will no longer deliver mail for such persons and they will no longer have reason to return to the unit.
6. PHA shall seek judgement for tenant to pay all court costs, expenses, and attorney fees incurred in enforcing this Lease or in recovering possession of the dwelling unit, unless the Tenant prevails in such legal action.
7. This Lease Agreement shall terminate upon abandonment of the premises by the Tenant.

8. Default Options: If the Tenant violates any term or obligation under this Lease, or has misrepresented any material fact to the PHA, then the PHA shall have the right, at its option, to pursue any of the following remedies:
- a) Civil suit for collection of any amount that may be owed to the PHA in the form of rent, utility surcharges, or for damage to its property;
 - b) Evict the Tenant and all members of the household;
 - c) Seek criminal prosecution, if appropriate;
 - d) Refer the Tenant to a collection agency for collection of any amount due and not paid;
 - e) Report any amount due by the Tenant to the PHA to a credit bureau;
 - f) Report to HUD any debt owed or any eviction; and
 - g) Recommend administrative sanctions by HUD.

Q. Bifurcation of Lease

Under the authority provided in Section 6(l)(6)(B) of the United States Housing Act of 1937, as amended (42 U.S.C. §1437d(1)(6)(B)), and notwithstanding any Federal, State, or local law to the contrary, PHA may bifurcate or separate this Lease in order to evict, remove, or terminate the assistance to any individual who is a Tenant or a lawful occupant under this Lease and who engages in criminal acts of physical violence against family members or others, including domestic violence, dating violence, sexual assault, or stalking. The PHA may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the Tenant or a lawful occupant under this Lease.

R. Modification of the Lease

1. This Lease and all policies, rules, and charges which are a part of this Lease by attachment or by reference may be modified from time to time by the PHA, provided the PHA gives at least a thirty (30) calendar day written notice to Tenants, setting forth the opportunity to present written comment which shall be taken into consideration by the PHA prior to the proposed modification becoming effective. A copy of such notice shall be either delivered or mailed to each Tenant or posted in at least three (3) conspicuous places within each structure or building, as well as the Management Office, or if none, the Central Office of the PHA.
2. This Lease together with any attachments, future adjustment of rent or dwelling unit evidences the entire agreement between the PHA and the Tenant. No changes herein shall be made except those in writing, and signed and dated by both parties, except for Section G Terms and Conditions. However, nothing shall preclude the PHA from modifying this Lease to take into account revised provisions of law or government actions.

S. Accommodation of Persons with Disabilities

A person with disabilities shall for all purposes under this Lease be provided reasonable accommodation to the extent necessary to provide such person with an opportunity to use and occupy the unit in a manner equal to that of a person who is not disabled. This paragraph shall constitute notice, that the Tenant may at any time during the term or any renewal hereof request a reasonable accommodation for a of a household member with a disability. Tenant shall be required to provide verification that the accommodation requested is necessary due to the disability.

T. Solicitation, Trespassing, and Exclusion of Non-Residents

The PHA is committed to providing a decent, safe and sanitary environment throughout the PHA's property. The PHA reserves the right:

1. To regulate solicitation and prohibit trespassing on PHA property by non-Tenants of the PHA.
2. To exclude non-residents, including but not limited to, persons who: (1) conduct themselves in a manner disturbing residents' peaceful enjoyment of their dwellings, community facilities, common areas or other locations within the PHA's property; (2) engaging in illegal or other activity impairing the physical and social environment of the PHA premises; (3) engage in any activity threatening the health, safety, or peaceful enjoyment of the PHA premises by residents of the PHA, employees of the PHA, or other persons lawfully on the premises; or (4) damage or threaten to damage the property of residents or of the PHA.

U. Waiver

No delay or failure by PHA in exercising any right under this Lease agreement, and no partial or single exercise of any such right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

TENANT AGREES THAT ALL PROVISIONS OF THIS LEASE AGREEMENT HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN. (SIGNATURE REQUIRED ON PART II OF THIS LEASE AGREEMENT.)

Z:\2017\Authority Plans and Policies\Consortium Partners\Laredo, TX\Authority Policies\Current Policies\ACOP Policy Package\Final Dwelling Lease for HA City of Laredo on 1_09_2017 .docx

Part II: Residential Lease Agreement

This Agreement is executed between the Housing Authority of the City of Laredo (called PHA) and _____ (called Tenant), and becomes effective as of _____.

1. **Unit:** That the PHA relying upon the representations of Tenant as to Tenant’s income, household composition and housing need, Leases to Tenant, upon Terms and Conditions set forth in Part I of this Lease Agreement, the dwelling unit LOCATED AT: _____ (called the Dwelling Unit) to be occupied exclusively as the private residence by Tenant and household.
2. **Household Composition:** The Tenant’s household is composed of the individuals listed below. Additions and deletions after initial execution of the Lease are to be recorded below as they are approved.

Name	Relationship	Date of Birth	Social Security Number	Add or Delete	HoH Signature	PHA Signature	Date of Change
1.	HoH						
2.							
3.							
4.							
5.							
6.							
7.							
8.							

PHA approved live-in aides are not listed on this lease as they are not party to the lease.

3. **Term:** The term of this Lease shall be one (1) calendar year, renewed as stipulated in Part I of this Lease.
4. **Rent:** Initial rent (prorated for partial month) shall be \$_____.
 A Utility Reimbursement, if applicable, (prorated for partial month) shall be paid to the tenant or the utility provider.

 Thereafter, rent in the amount of \$_____per month shall be payable in advance on the 1st day of each month, and shall be delinquent after the fifth (5th) day of said month.

 This is the flat rent for the Dwelling Unit
 This is the rent based on income and other information reported by the Tenant.
5. **Payments:** A charge of \$25.00 shall be due and payable for all rent payments not received within the first five (5) days of the month, unless the resident has been issued a written authorization for such late payment by the PHA. Repeated late payment of rent shall be considered grounds for termination of this Lease.

6. Utilities and Appliances: PHA supplied utilities are indicated by an (X) below; PHA provides the indicated utility as part of the rent for the premises:

Electricity Natural Gas Heating Fuel Water Sewer

Trash Collection

Other: _____

PHA supplied appliances are indicated by an (X) below:

Cooking Range Refrigerator Other: _____

7. Utility Allowance: If Tenant pays any utilities directly to the supplier, the PHA will provide a utility allowance in the amount of \$_____. If Tenant's income based rent is less than the utility allowance, the amount of the utility reimbursement which is \$ _____, will be paid to _____.

8. Surcharges for Additional Appliances: When PHA supplies electricity, charges for additional appliances are due per the following:

Air Conditioners: An additional surcharge of \$_____ per month will be payable for each air conditioner in the dwelling unit for each month of occupancy.

Other Major Appliances: If checked below, an additional surcharge of \$_____ per month for each month of occupancy for each additional appliance on/in the dwelling unit.

Freezer

Extra Refrigerator

Second TV

Electric Space Heater

Washer

Dryer

Other: _____

9. Security Deposit: Tenant agrees to pay \$_____ as a security deposit. See Part I of this Lease Agreement for information on treatment of the Security Deposit.

10. Lead Safety: The PHA will provide Tenant with a Lead Hazard Information Pamphlet, and a Lead Disclosure Addendum (if applicable).

11. Violence Against Women Act (VAWA): The PHA will provide the Tenant the Notice of Occupancy Rights under the Violence Against Women Act.

12. Incorporated by Reference as Part of this Lease: The following policies, procedures and rules are incorporated by reference in this Lease: Pet Policy, Assistance Animal Policy, Community Service and Self-Sufficient Requirement Policy, Housekeeping Standards Policy, Grievance Procedures, Admissions and Continued Occupancy Policy, Schedule of Repairs and Other Charges, House Rules and Other: _____. Current copies are posted in the PHA office and incorporated in the PHA Plan. These documents may be updated from time to time without nullifying this Lease. These documents may be viewed during regular office hours. Single copies are available upon request.

13. Warranties and Representations by the Tenant: The Tenant warrants and represents that he/she has not (a) failed to repay a previous debt to the PHA, committed fraud in connection with any HUD programs, or failed to disclose previously committed fraud in connection with any HUD program; (b) provided false information on the application; (c) been previously evicted for non-payment of rent, breach of Lease, or use of a unit for illegal purposes; (d) had history of criminal or other acts that would adversely affect the health, safety or welfare of

other tenants; (e) refused or failed to complete required forms or to supply requested information. False statements affecting any eligibility criteria or which result in inaccurate calculation of Total Tenant Payment or Tenant Rent shall be grounds for immediate termination of this Lease and eviction from PHA property.

14. PHA's Commitment to Investigate Misrepresentations and Pursue Remedies: The PHA will investigate allegations, complaints or other observations that indicate a Tenant may be receiving benefits for which they are not eligible. The PHA will vigorously pursue false statements that result in the Tenant paying less rent than required or the PHA overpaying rental assistance. After verification of these misrepresentations, the PHA will take all necessary steps to recover the over payments, including administrative actions, or civil or criminal court actions, or judgment, as it deems appropriate.

15. Execution: By Tenant's signature below, Tenant and all household members agree to the terms and conditions of Part I and II of this Lease Agreement and all additional documents made a part of the Lease by reference. *This Lease must be executed by all household members age eighteen (18) and older.*

Any person who obtains or attempts to obtain, or who establishes or attempts to establish, eligibility for and any person who knowingly or intentionally aids or abets such person in obtaining or attempting to obtain housing, or a reduction in public housing rental charges, or any rent subsidy, to which such person would not otherwise be entitled, by means of a false statement, failure to disclose information, impersonation, or other fraudulent scheme or devise shall be guilty of a crime. Upon conviction, such person may be fined and/or imprisoned under the laws and statutes of the State of Texas.

By the signatures below I/we also acknowledge that the Provisions of Part I of this Lease Agreement have been received and thoroughly explained to me/us.

Head of Household _____	Date _____
Spouse or Co-Head _____	Date _____
Other Adult Household Member _____	Date _____
Other Adult Household Member _____	Date _____
Other Adult Household Member _____	Date _____
Other Adult Household Member _____	Date _____
PHA Manager _____	Date _____

Tenant's Certification

I, _____ hereby certify that I, and other members of my Household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to PHA before execution of this Lease or before PHA approval for occupancy of the unit by the Household member.

I further certify that all information or documentation submitted by myself or other Household members to PHA in connection with any federal housing program (before and during the Lease term) are true and complete to the best of my knowledge and belief.

_____ Head of Household Signature	_____ Date
--------------------------------------	---------------

Attachments

If indicated by an (X) below, PHA has provided Tenant with the following attachments and information:

- [] Part I of this Lease Agreement
- [] Schedule of Repairs and Other Charges (which may be updated by posting)
- [] Lead Hazard Information Pamphlet
- [] Lead Disclosure Addendum, if applicable
- [] Notice of Occupancy Rights under the Violence Against Women Act
- [] Community Service and Self-Sufficiency Requirement Policy
- [] Grievance Procedures
- [] House Rules
- [] Housekeeping Policy
- [] Pet Policy

Assistance Animal Policy

Other: _____

Reference

Current copies of the following policies, procedures and rules referenced in the Lease are posted in the PHA office and incorporated in the PHA Plan. These documents may be updated from time to time. They may be viewed during regular office hours. Single copies are available upon request.

- Admissions and Continued Occupancy Policy
- Utility Allowance Schedule
- Flat Rent Schedule
- Other: _____

Part III. Disclosure Form for Target Housing Rentals and Leases

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

A. Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

B. Lessor's Disclosure (initial)

_____ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

- Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ (b) Records and reports available to the lessor (check one below):

- Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

- Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

C. Lessee's Acknowledgment (initial)

_____ (c) Lessee has received copies of all information listed above.

_____ (d) Lessee has received the pamphlet *Protect Your Family From Lead in Your Home*.

D. Agent's Acknowledgment (initial)

_____ (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

E. Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Lessor	Date	Lessor	Date
Lessee	Date	Lessee	Date
Agent	Date	Agent	Date

NOTICE

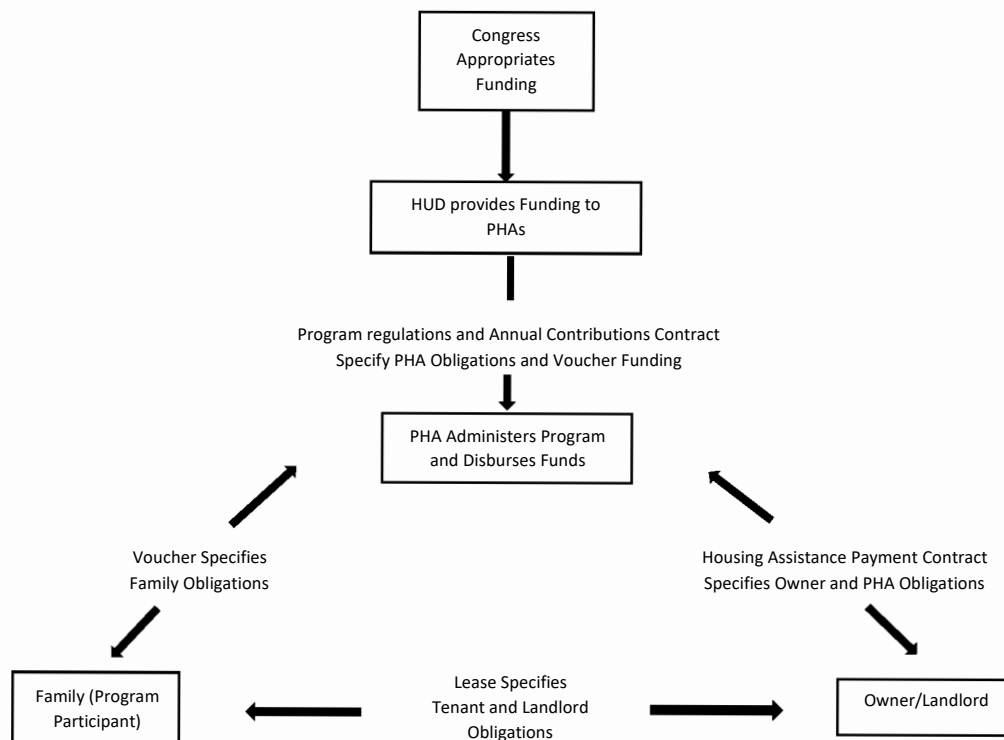
The Nelrod Company has made its best efforts to comply with regulations, laws, and Federal/local policies. The Nelrod Company does not offer advice on legal matters or render legal opinions. We recommend that the Housing Authority's general counsel and/or attorney review this policy prior to approval by the Board of Commissioners.

The Nelrod Company is not responsible for any changes made to these policies by any party other than The Nelrod Company.

CHAPTER 2: RELATIONSHIP BETWEEN HUD, THE PHA, THE OWNER, AND THE FAMILY

The PHA enters into contractual relationships with three parties: HUD, the owner, and the family. The roles and responsibilities of HUD, the PHA, the owner, and the family are defined in the federal regulations and in the legal documents that the parties execute to participate in the program.

A. Relationship and Controlling Documents in the HCV Program



B. Annual Contribution Contract

The annual contributions contract (ACC) between HUD and the PHA provides the PHA with funding for housing assistance to very low-income households and establishes the PHA’s responsibilities in administering this funding.

C. Roles and Responsibilities

1. Role of HUD:

HUD has four major responsibilities:

- a. Develop policy, regulations, handbooks, notices, and guidance to implement housing legislation;
- b. Allocate housing assistance funds;

- c. Provide technical assistance and training to PHAs; and
- d. Monitor PHA compliance with program requirements and performance goals.

2. Role of the PHA:

The PHA's responsibilities are defined in the consolidated ACC, the HAP contract (form HUD-52641), and in applicable regulations. The PHA administers the HCV program under contract with HUD and has the following responsibilities:

- a. Establishing local policies;
- b. Determining family eligibility and reexamining of family income;
- c. Maintaining the waiting list and selecting families for admission;
- d. Calculating of family share of the rent and the amount of the housing assistance payment;
- e. Establishing of utility allowances
- f. Conducting outreach to owners, with special attention to those with units outside of areas of poverty or minority concentration;
- g. Assisting persons with disabilities in finding satisfactory housing;
- h. Approving units, including assuring compliance with housing quality standards and determining the reasonableness of rent;
- i. Making housing assistance payments to owners;
- j. Conducting informal reviews and hearings at the request of applicants and participants challenging PHA administrative decisions;
- k. Administering the FSS program; and
- l. Complying with fair housing and equal opportunity requirements, HUD regulations and requirements, the consolidated ACC, HUD-approved applications for program funding, the PHA's administrative plan, and federal, State and local laws.

3. Owner Responsibilities

The owner is responsible for performing all the owner's obligations under the HAP contract (form HUD-52641) and lease. The owner and/or owner designee (landlord, management agent) has the following responsibilities:

- a. Performing all management and rental functions for the assisted unit, including selecting a voucher-holder to lease the unit, and deciding if the family is suitable for tenancy of the unit.
The fact that an applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking is not an appropriate basis for denial of tenancy if the applicant otherwise qualifies for tenancy.
- b. Entering into a lease with the family.

- c. Maintaining the unit in accordance with HQS, including performance of ordinary and extraordinary maintenance.
 - d. Complying with fair housing and equal opportunity requirements.
 - e. Preparing and furnishing to the PHA information required under the HAP contract.
 - f. Collecting from the family:
 - 1) Any security deposits.
 - 2) The tenant contribution (the part of rent to owner not covered by the housing assistance payment).
 - 3) Any charges for unit damage by the family.
 - g. Enforcing tenant obligations under the lease.
 - h. Paying for utilities and services (unless paid by the family under the lease).
 - i. Providing reasonable accommodations and/or modifications to the unit occupied or to be occupied by a person with disabilities.
4. Obligations of the Family

The Obligations of the Family are stated on the Housing Voucher (form HUD-52646). In the lease, and in the program regulations for housing choice voucher holders. The Obligations of the Family include:

- a. Supplying true and complete required information including:
 - 1) Any information that the PHA or HUD determines necessary in the administration of the program, including evidence of citizenship or eligible immigration status;
 - 2) Information as requested for regular or interim reexaminations of family income and composition;
 - 3) Disclosure and verification social security numbers (SSNs); and
 - 4) Signing consent forms for obtaining and verifying information.
- b. HQS Breach by the Family
The family is responsible for an HQS breach caused by the family.
- c. Allowing PHA inspections:
The family must allow the PHA to inspect the unit at reasonable times and after reasonable notice.
- d. Violation of Lease:
 - 1) The family may not commit any serious or repeated violation of the lease.
 - 2) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as a serious or repeated lease violation by the victim, or threatened victim, of the domestic violence, dating

violence, sexual assault, or stalking, or as a good cause to terminate the tenancy, occupancy rights, or assistance of the victim.

- e. Family Notice to Move or Lease Termination:
The family must notify the PHA and the owner before the family moves out of the unit or terminates the lease on notice to the owner.
- f. Owner Eviction Notice:
Promptly giving the PHA a copy of an eviction notice from the owner.
- g. Use and Occupancy of Unit:
 - 1) The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
 - 2) The composition of the assisted family residing in the unit must be approved by the PHA.
 - a) The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child.
 - b) The family must request PHA approval to add any other family member as an occupant of the unit.
 - c) No other person [i.e., nobody but members of the assisted family] may reside in the unit (except for a foster child or live-in aide).
 - 3) The family must promptly notify the PHA if any family member no longer resides in the unit.
 - 4) If the PHA has given approval, a foster child or a live-in aide may reside in the unit.
 - 5) Member of the household may engage in legal profit-making activities within the unit, but only if those activities are incidental to the primary use of the unit as a residence.
 - 6) The family must not sublease or sublet the unit.
 - 7) The family must not assign the lease or transfer the unit.
- h. Absence from the unit:
 - 1) The family must supply any information or certification requested by the PHA to verify that the family is living in the unit, or relating to family absence from the unit, including any PHA-requested information or certification on the purposes of family absences.
 - 2) The family must cooperate with the PHA for this purpose.
 - 3) The family must promptly notify the PHA of absence from the unit.

- i. Interest in the Unit:
The family must not own or have any interest in the unit.
 - j. Fraud and Other Program Violation:
The members of the family must not commit fraud, bribery, any other corrupt or criminal act in connection with assisted housing programs.
 - k. Other Housing Assistance:
An assisted family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, State, or local housing assistance programs.
 - l. Crime by Household Members.
 - 1) The members of the household may not engage in drug-related criminal activity or violent criminal activity, **any crime involving human trafficking**, or other criminal activity that threatens the health, safety, or right to peaceful enjoyment of other residents and persons, **including those** residing in the immediate vicinity of the premises.
 - 2) Criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of a family's household, or any guest or other person under the tenant's control, shall not be cause for termination of tenancy, occupancy rights, or assistance of the victim, if the tenant or an affiliated individual of the family, is the victim.
 - m. Alcohol Abuse by Household Members:
The members of the household must not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.
5. Release of Information and Consent by Applicants and Participants
- As a condition of admission to or continued occupancy in the HCV program, the PHA will require the family's head of household and spouse, regardless of age, and each member of the family who is at least 18 years of age to sign one or more consent forms.
- a. Consent Authorization
 - 1) The assistance applicant shall submit the signed consent forms to the PHA when eligibility is being determined.
 - 2) A participant shall sign and submit consent forms at the next regularly scheduled income reexamination.
 - 3) Both applicants and participants shall be responsible for signing and submitting consent forms by each applicable family member.

- b. HUD-9886: Authorization for the Release of Information/Privacy Act Notice
Adults, 18 years of age and older will be required to sign the form HUD-9886, Authorization for Release of Information/Privacy Act Notice at time of application, admission, annual or interim reexamination.
 - 1) Authorizes HUD and the PHA to request verification of salary and wages from current or previous employers
 - 2) Authorizes HUD and the PHA to request wage and unemployment compensation claim information from the state agency responsible for keeping that information
 - 3) Authorizes HUD to request certain tax return information from the U.S. Social Security Administration (SSA) and the U.S. Internal Revenue Service.
 - 4) Authorizes HUD and the PHA to request information from financial institutions to verify eligibility and level of benefits.
 - 5) Form HUD-9886 is valid for 15 months from the date of signature.
- c. Criminal Background Check
The PHA will use available resources to obtain criminal background records. These may include federal, State and local law enforcement agencies, and consumer reporting agencies.
 - 1) The PHA is authorized to obtain criminal conviction records from a law enforcement agency and may use the criminal conviction records obtained from the law enforcement agency to screen applicants for admission to or continued occupancy in the HCV program.
 - 2) Sex Offender Registration
 - a) The PHA must carry out background checks necessary to determine whether a member of a household applying for admission to the HCV program is subject to a lifetime sex offender registration requirement under a State Sex Offender Registration Program.
 - b) Sex offender check must be carried out with respect to the state in which the PHA is located and with respect to states where members of the applicant household are known to have resided.
 - 3) If at any time during the application process or during program participation, the PHA has a documented reasonable cause (e.g., newspaper articles, credible informants, police reports, etc.) to believe that a household member is engaged in drug-related or violent criminal activity which would pose a threat to the health, safety, or right to peaceful enjoyment of the premises by other residents or PHA employees, the PHA is authorized to obtain a criminal background check of that household member.
 - 4) The family will not incur any costs for the drug and criminal background.

- d. Other PHA Release of Information and Consent Forms
 - 1) The PHA may develop other release of information and consent forms to be used to verify information other than the limited sources permitted by the form HUD-9886.
 - 2) The PHA's release of information and consent forms may be used to obtain income, expense and other information directly from third parties (e.g., date hired, rate of pay, commissions, bonus, etc.)
- e. Subsequent Authorization to Release information and Consent Forms
 - 1) Each head of household and spouse, regardless of age, and each family member who is at least 18 years of age must sign form HUD-9886 annually authorizing HUD and the PHA to request information as specified in 2 a-d of this section.
 - 2) Participants are required to sign and submit consent forms, including form HUD-9886, at the next annual or interim reexamination under the following circumstances:
 - a) When a household member turns 18 years of age;
 - b) When an adult 18 years old or older is requested to be added to the household composition.
 - c) As required by HUD.
- f. Penalties from Failing to Sign Consent Forms

If an applicant or participant, or any member of the applicant's or participant's family fails to sign and submit consent forms as required, the PHA shall deny assistance to and admission of the applicant or terminate the assistance and tenancy of the participant.

6. Family Privacy Rights

The PHA policy regarding release of information is:

- a. The PHA will not release information to other persons or entities unless the family has signed a release of information or consent form authorizing the PHA to release specific information to the person(s) or entity.
- b. The PHA may release information on amounts owed for claims paid and not reimbursed by the family.
- c. The PHA may release information as required by law to a federal or state agency, law enforcement personnel, or if the PHA has received a court subpoena.
- d. The PHA must limit use and disclosure of family information through release and consent to purposes directly connected with the program administration (i.e., an adult's Enterprise Income Verification (EIV) data will be released only to that adult. A minor's EIV data may be released to adult responsible for the minor.).

CHAPTER 30: TERMINATION OF ASSISTANCE AND HAP CONTRACTS

The PHA may terminate assistance for a family because of the family's action or failure to act. The PHA may also terminate the HAP contract if the owners fail to comply with their obligations under the terms of the HAP contract.

The PHA will provide families with a written description of the obligations of the family under the HCV program, grounds under which the PHA can terminate assistance, and the informal hearing procedures.

A. Termination of Assistance

Termination of assistance of a family may include:

1. Refuses to enter into a HAP contract or approve a lease.
2. Terminating the HAP payments under an outstanding HAP contract
3. Refusing to process or provide assistance under portability procedures.

B. Automatic Terminations of the HAP Contract

The HAP contract terminates automatically when:

1. The family moves from the assisted unit;
2. The PHA terminates program assistance for the family;
3. The owner and the family terminate the lease;
4. The owner evicts the family; or
5. The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.
 - a. This determination does not preclude the family from asking to terminate assistance immediately, nor does it impact any rights under the lease.
 - b. If the family experiences a change in circumstance during the 180 days, the family must notify the PHA of the changed circumstances and request an interim reexamination before the expiration of the 180 days.
 - c. Families whose assistance is terminated under this instance will have to reapply for assistance when PHA is accepting applications.

C. Mandatory Termination of Assistance

The PHA must terminate program assistance of the family for any of the following reasons:

1. If the family was evicted from housing assisted under the HCV program for a serious violation of the lease.

Serious violations (includes but is not limited to failure to pay rent or other amounts due under the lease, disturbance of neighbors, destruction of property, living or housekeeping habits that cause damage to the unit), or repeated violation of the terms and conditions

of the lease.

2. If any member of the family fails or refuses to sign and submit consent forms (i.e., declaration of citizenship, form HUD-9886 Authorization for the release of Information/Privacy Act Notice and other consent forms) for obtaining information.
3. If the family fails to submit required evidence of citizenship or eligible immigration status.

4. If any member of the household required to disclose their SSN does not disclose their SSN and provide the required documentation.

If the family is otherwise eligible, the PHA may defer the family's termination and provide the family an opportunity to comply with the SSN requirements within a period not to exceed 90 calendar days from the date the PHA determined the family noncompliant for the SSN disclosure and documentation requirement, only if the PHA determines:

- a. The failure to meet the SSN disclosure and documentation requirements was due to circumstances that could not have been foreseen and were outside the control of the family; and
 - b. There is a reasonable likelihood that the family will be able to disclose the SSN and provide such documentation of the SSN by the deadline.
5. If any family member fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher education.
 6. Death of the sole member of the family.
 7. If any household member has ever been of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
 8. Any member of the household is subject to a lifetime registration requirement under a state sex offender registration program.

D. PHA Authority to Terminate Assistance

The PHA has the authority and may at any time terminate HCV program assistance of a family for any of the following reasons:

1. If the family violates any obligations of family under the HCV program:
 - a. The family failed to supply any information that the PHA or HUD determined necessary in the administration of the program.
 - b. The family failed to supply any information requested by the PHA or HUD for use in a regularly scheduled reexamination of family income and composition.
 - c. If the participant provides information that is not true or complete.

- d. If the family did not report an interim change in family composition or income, etc., which they were required to report, the PHA would determine how much the family owed the PHA, due to the unreported or untimely reported information.
 - e. The family fails to allow the PHA to inspect the unit at reasonable times and after reasonable notice.
 - f. The family may not commit any serious or repeated violation of the lease.
An incident or incidents of actual or threatened VAWA crimes will not be construed as a serious or repeated lease violation by the victim, or threatened victim, of the VAWA crime or as good cause to terminate the lease on notice to the owner.
 - g. The family failed to notify the PHA and the owner before the family moved out of the unit or terminated the lease on notice to the owner.
Except if the family moved in violation of the lease in order to protect the health or safety of a person who is or has been the victim of a VAWA crime and who reasonably believed to be threatened with imminent harm from further violence by remaining in the dwelling unit (or any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's move or request to move), and has otherwise complied with all other obligations under the HCV program.
 - h. The family failed to promptly give the PHA a copy of any owner eviction notice.
2. If any member of the family has been evicted from federally assisted housing in the last five (5) years.
 3. If a PHA has ever terminated assistance under the HCV program for any member of the family.
 4. If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
 5. Of the family currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.
 6. If the family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.
 7. If the family breaches an agreement with the PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA.
 - a. The PHA, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a PHA or amounts paid to an owner by a PHA.
 - b. The PHA may prescribe the terms of the agreement.
 8. If the family has engaged in or threatened abusive or violent behavior toward PHA personnel.

9. If the family has been engaged in criminal activity or alcohol abuse.
10. If the family signs an agreement with an owner/landlord to pay for the owner/landlord to repair tenant caused HQS fail items, and the family fails to repay the owner/landlord pursuant to said agreement, assistance may be terminated.
11. If a household member is fleeing to avoid prosecution, or custody or confinement after prosecution for a crime that is a felony under the law of the place from which the individual flees;
12. If a family member has violated or is violating a condition of probation or parole imposed under federal or State law.

E. Termination of Assistance for Criminals and Alcohol Abusers

1. The PHA has established the following standards to be applied as appropriate, for drug-related criminal activity, violent criminal activity, and alcohol abuse concerning termination of assistance:
 - a. The PHA has determined a “pattern” as at least three (3) drug or alcohol related criminal offenses within the three (3) year period while the family I participating in the HCV program.

A pattern of illegal use of a drug by any household member interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
 - b. Evidence of criminal activity shall be defined as a conviction for criminal activity.
 - c. Currently engaging in illegal use of a drug shall be defined as within 12 months from the date the PHA discovered the use of the illegal drug.
 - d. Reasonable cause shall be determined by a conviction of illegal use of a drug charge or other criminal activity.
 - e. The PHA may determine the use of an illegal drug through conviction of a drug-related charge.
 - ~~f. The PHA shall determine involvement in criminal activity through the conviction for a criminal activity.~~
 - g. There is no time period concerning the conviction of a drug-related charge for manufacturing, production, or distribution of methamphetamine on or off the premises of federally assisted housing. Such household member(s) being convicted of this offense will always be denied admission.
2. As a measure to determine whether if any member of the household has violated the obligations of the family under the HCV program for drug-related criminal activity, violent criminal activity, **any crime involving human trafficking**, or other criminal activity, the PHA has established the following standards:

Drug-related criminal activity, criminal activity, and alcohol abuse include such activity engaged in, on or near the premises by any member of the family, guest, or by any other person in the family’s control.

- a. Any household member is currently engaged in any illegal use of a drug.
Drug means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).
 - b. Any family member has violated the family's obligation not to engage in any drug-related criminal activity.
Drug-related criminal activity means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.
 - c. Any household member has violated the family's obligation not to engage in violent criminal activity **or any crime involving human trafficking**.
Violent Criminal Activity means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.
Human trafficking means any criminal activity that involves compelling or coercing a person to provide labor or services, or to engage in commercial sex acts. The coercion can be subtle or overt, physical or psychological, and in the case of a minor, exploitation for commercial sex is human trafficking, regardless of whether any form of force, fraud, or coercion was used.
 - d. Any household member is engaged in the abuse or pattern of abuse of alcohol to the extent that the abuse interferes and/or threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.
3. A perpetrator of domestic violence, dating violence, sexual assault or stalking.

F. Termination of Assistance Based on Consumer Reporting Agency Criminal Reports

1. When the PHA obtains the criminal background report from a consumer reporting agency (CRA), the provision of the Fair Credit Reporting Act applies.
2. If a PHA terminates assistance based in part on a report obtained from a CRA, the notice must include:
 - a. Name, address and telephone number of the CRA;
 - b. A statement that the CRA did not make the decision to terminate the assistance; and
 - c. Notice of the right to obtain a free copy of the report and dispute any information in the report.

G. Family Self-Sufficiency (FSS) Participants

The PHA will not terminate HCV housing assistance of an FSS family for noncompliance with the Contract of Participation.

However, PHA may withhold supporting services from the FSS family upon notice to the family.

H. Termination of HAP Contract Due to Insufficient Funding

The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that funding under the consolidated ACC is insufficient to support continued assistance for families in the program.

Termination of HAP contracts due to insufficient funding will only be implemented as a last resort and will be compliant with Equal Opportunity and civil rights requirements.

1. Determination of Insufficient Funding

The PHA will use the following criteria to determine adequacy of funding:

- a. If the PHA has adequate funds to service the existing vouchers under HAP contract through the end of the calendar year, funds will be determined to be sufficient and the PHA will not terminate contracts or vouchers due to insufficient funding.
- b. If the PHA has inadequate funds to service the existing vouchers under HAP contract through the end of the calendar year, funds will be determined to be insufficient and the PHA may begin procedures to terminate HAP contracts, stop issuing vouchers, or rescind recently issued vouchers due to insufficient funding.
- c. In determining if funding under the Consolidated Annual Contributions Contract (CACC) is insufficient to support continued assistance for families in the program, the PHA will take into consideration its available budget authority (which includes unspent prior year HAP funds in the PHA's Unrestricted Net Position (UNP)).
- d. The PHA will conduct an analysis of funds vs. expenditures using HUD approved method to determine if funds are insufficient to support the current vouchers under HAP contract through the end of the calendar year.
- e. The PHA will notify the HUD field office and its financial analyst at the Financial Management Center (FMC) prior to termination actions due to insufficient funding.

2. Alternative Measures

Before terminating HAP contracts on the basis of insufficient funding, the PHA must ensure that it has carefully considered all cost-savings measures and the impact such terminations will likely have on the HCV program applicants and participants. These may include:

- a. Utilizing alternative sources of unrestricted non-federal funding that may be available.
- b. Use of HUD approved outside source of funds.
- c. Reviewing and revising rent reasonableness if necessary.
- d. Ensuring accurate utility allowances.
- e. Implementing interim reexaminations for income increases.
- f. Implementing minimum rents.
- g. Lowering payment standards.

- h. Requesting receiving PHAs to absorb portability vouchers that are currently being billed.
3. Owner Notification
- a. The PHA will notify the owner by certified mail, giving as much notice as possible but no less than 30 days prior to the effective date of the termination. Failure to accept certified mail does not constitute failure of the PHA to notify the owner.
 - b. The notice of termination will include, at a minimum:
 - 1) The reason for the HAP contract termination.
 - 2) Regulatory and Administrative Plan citations regarding authority to terminate for insufficient funding.
 - 3) Effective date of termination.
 - 4) Rights and responsibilities of the owner.
 - 5) PHA contact person.
4. Family Notification
- a. The PHA will notify the family by certified mail, giving as much notice as possible but no less than 30 days prior to the effective date of the termination. Notice to a family under the protection of a court order, Fair Housing Voluntary Compliance Agreement, or the Violence Against Women Act will be delivered a minimum of 60 days prior to the effective date of termination. Failure to accept certified mail does not constitute failure of the PHA to notify the family.
 - b. The notice of termination will include, at a minimum:
 - 1) The reason for the voucher termination.
 - 2) Regulatory and Administrative Plan citations regarding authority to terminate for insufficient funding.
 - 3) Effective date of termination.
 - 4) Rights and responsibilities of the family (keep contact info current, etc.).
 - 5) Special assistance available from the PHA.
 - 6) PHA contact person.
 - 7) Information on resuming assistance.
 - 8) Options that may be open to the family (public housing assistance comparable tenant-based assistance, etc.).
5. Order of Termination and Resuming Assistance
- The PHA will work with the HUD shortfall Prevention Team to determine the order of termination of HCV assistance, including the Project-Based Voucher program and special purpose vouchers.

I. Termination of the Tenancy by the Family

The family may terminate tenancy after the initial lease term. The family may terminate the tenancy during the initial term if the owner agrees to release the family from the lease.

1. Family termination notice requirements

- a. The family must give the notice to vacate to the owner as required by the lease.
- b. The family must give the PHA copy of the notice to vacate given to owner at the same time.
- c. The family must give the notice to vacate to the owner and PHA prior to moving out of the unit.
 - 1) Except for victims of a VAWA crime and the move is needed to protect the health or safety of the family or family member, or
 - 2) If any member has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.

2. Continued Assistance

- a. The family must notify the PHA whether the family needs continued assistance in another unit.
- b. If family is eligible for continued assistance, the PHA will schedule a reexamination appointment and issue the family another voucher to lease-up in another unit.

J. Termination by Owner

The owner must limit termination to those allowed by the lease and HUD requirements in the HUD-required tenancy addendum.

1. During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:
 - a. Serious or repeated violation of the lease;
 - b. Violation of federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
 - c. Criminal activity or alcohol abuse; or
 - d. Other good cause.
2. Other good cause for termination of tenancy
 - a. During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
 - b. During the initial lease term or during any extension term, other good cause may include:
 - 1) Disturbance of neighbors,
 - 2) Destruction of property, or

- 3) Living or housekeeping habits that cause damage to the unit or premises.
- c. After the initial lease term, such good cause may include:
 - 1) The tenant's failure to accept the owner's offer of a new lease or revision;
 - 2) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
 - 3) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
 - 4) The examples of other good cause do not preempt any State or local laws to the contrary.
3. Criminal activity or alcohol abuse.
 - a. The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
 - 1) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, other residents (including property management staff residing on the premises);
 - 2) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
 - 3) Any violent criminal activity on or near the premises; or
 - 4) Any drug-related criminal activity on or near the premises.
 - b. The owner may terminate the tenancy during the term of the lease if any member of the household is:
 - 1) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees; or
 - 2) Violating a condition of probation or parole under federal or State law.
 - c. The owner May terminate the tenancy for criminal activity by a household member if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
 - d. The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.
4. The family is not responsible for payment of the portion of the rent to owner covered by HAP payment under the HAP contract between the owner and the PHA.

- a. During the term of the lease, the owner may not terminate the tenancy of the family for nonpayment, including late payment, of the HAP payment by the PHA.
- b. The PHA failure to pay the HAP payment, including late payment, to the owner is not a violation of the lease between the family and the owner.

5. Owner Notification Requirements

The owner eviction notice means a notice to vacate, or a complaint or other initial pleading used under State or local law to commence an eviction action.

- a. The owner may only evict the family from the unit by instituting a court action.
- b. Owner notice of grounds
 - 1) To terminate tenancy the owner must give the family written notice of the owner's intent to terminate the tenancy and the reasons for the termination.
 - 2) The tenancy does not terminate before such notice is given.
 - 3) The notice must be given to the family at or before commencement of any eviction action.
 - 4) The notice of grounds may be included in or combined with any owner eviction notice to the family.
 - 5) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the family.
- c. The PHA will continue to make HAP payments to the owner as long as the family remains a program participant and remains in the unit, even if the owner has started the eviction process.
- d. The PHA will continue to make HAP payments to the owner until the family moves or the court judgment allows the owner to evict.

K. Consideration of Circumstances before Termination of Assistance

The PHA and owner may consider all specific circumstances of each family in determining whether to terminate assistance or evict the family, respectfully, because of family's action or failure to act by members of the family.

1. Circumstances the PHA and owner may consider include but are not limited to:
 - a. The seriousness of the case or offending action
 - b. The extent of participation or culpability of individual family members
 - 1) The PHA may impose, as a condition of continued assistance for other family members, a requirement that other family members who participated in or were culpable for the action or failure will not reside in the unit. The PHA may permit the other members of a participant family to continue receiving assistance.
 - 2) The owner may require a tenant to exclude a household member in order to continue to reside in the assisted unit, where that household member has

participated in or been culpable for action or failure to act that warrants termination.

- c. Mitigating circumstance related to the disability of a family member.
 - d. The extent to which the family (leaseholder) has shown personal responsibility and taken all reasonable step to prevent or mitigate the offending action.
 - e. If the family includes a person with disabilities, the PHA decision concerning such action is subject to consideration of reasonable accommodation.
 - f. The effects of termination of assistance on other family members who were not involved in the action or failure to act.
 - g. The effect on the community of termination or the failure of the owner to take such action.
 - h. In determining whether to terminate assistance or terminate tenancy for illegal; use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the PHA or owner may consider whether such household member:
 - 1) Is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully.
 - 2) The PHA or owner may require the family to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.
 - i. The likelihood of reoccurrence.
 - j. Age at the time of criminal activity.
 - k. Length of time since conviction.
 - l. The effect the owner's action on the integrity of the HCV program.
2. Nondiscrimination limitation and protection for victims of a VAWA crime. The PHA's termination actions and the owner's termination of tenancy actions must be consistent with Fair Housing and Equal Opportunity provisions and protections for victims of VAWA crimes.
 3. Limitations of VAWA protections:
 - a. Nothing in this section limits any available authority of the PHA to terminate assistance to a tenant for any violation not premised on an act of a VAWA crime that is in question against the tenant or an affiliated individual of the tenant.
 - b. The PHA must not subject the tenant, who is or has been a victim of a VAWA crime or is affiliated with an individual who is or has been a victim of a VAWA crime to a more demanding standard than other tenants in determining whether to terminate assistance.

- c. If the PHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the PHA would be present if that tenant or lawful occupant is not terminated from assistance.
- d. Words, gestures, actions, or other indicators will be considered an “actual and imminent threat” if they meet the standards provided in the definition of “actual and imminent threat”.
- e. Any termination of assistance, should be utilized by the PHA only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat.
- f. Restrictions predicated on public safety cannot be based on stereotypes but must be tailored to particularized concerns about individual residents.

L. Termination of HAP Contract Due and Permanent Ban due to Evidence of Human Trafficking

The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that the Owner has engaged in any criminal activity related to human trafficking. If a HAP contract is terminated under these circumstances, the PHA will permanently cease to issue any HAP contract to the Owner or any persons or parties acting on behalf of the Owner. Further, the PHA will not issue a HAP contract to any prospective Owner, or any persons or parties acting on behalf of such an Owner, who has engaged in any criminal activity related to human trafficking in the past.

LHA COMMISSIONER'S COMMUNICATION

<p><u>DATE:</u> 07/29/2022</p>	<p><u>SUBJECT:</u> Discussion and possible action related to possible changes to the organization structure and position title. This item may be discussed in Executive Session, pursuant to Section 551.071 (consultation with attorneys) and 551.074 (personnel matters).</p>
<p><u>Item #:</u> 11C</p>	
<p><u>INITIATED BY:</u> Mary Gaona Executive Director</p> <p><u>STAFF SOURCE:</u></p>	
<p><u>PREVIOUS BOARD ACTION:</u> The last update to the organizational structure was approved by the Laredo Housing Authority Board of Commissioners on January 14, 2021.</p>	
<p><u>BACKGROUND:</u></p>	
<p><u>FINANCIAL:</u></p>	
<p><u>RECOMMENDATION:</u></p>	