

# **Curley School Artisan Apartments Management Plan**

The International Sonoran Desert Alliance (ISDA), Curley School Artisan Housing, LLC (CSAH), and Curley School Housing Partners LLC developed The Curley School Artisan Housing at

201 W Esperanza Avenue, Ajo, Arizona 85321. There are 30 units of affordable live/work artisan housing, a library and a large auditorium.

Management encourages residents to form a Residents Council and, if formed, will meet regularly with the Council. The Residents Council could work to plan community activities, mediate conflicts, maintain solid relationships with neighbors and Ajo Arts organizations, and foster a supportive artistic environment for all residents.

## **Table of Contents:**

1. Description of Facility
2. Description of Target Population
3. Management
4. Identification of Key Roles
5. Rent Structure
6. Maintenance Plan
7. Building Security and Emergency Plans
8. Affirmative Marketing Plan
9. Tenant Screening and Selection Process
10. Grievance Procedure
11. House Rules
12. Pet Policy
13. Parking Policy
14. Termination of Tenancy/Evictions
15. Mold, Snakes, Rodents, and Insects
16. Resident Participation

## **1. Description of the Facility.**

The Curley School Apartments is a National Register historic rehabilitation of a former school, with a large auditorium, private meeting room in the former Library, and laundry facilities. The building is secure and parking is available in the large courtyard. An elevator is available. Units have large windows, washer/dryer hook ups, and a separate mud sink. Many units have beautiful hardwood floors.

## **2. Description of Target Population.**

One or six people will occupy units. The units range from studios to large three bedroom apartments. The Screening Criteria are laid out in Section 9 of this Plan. The target population will include low-income artists, artisans, and entrepreneurs ranging from 30% to at or below 60% Area Median Income, who may live, work, and sell from their units. The property is open to the general public.

## **3. Management.**

The Curley Apartments are managed by Vantage Management Company who also provides income certification services. The International Sonoran Desert Alliance (ISDA) markets units and screens artist applications.

## **4. Identification of Key Roles.**

Owner: Curley School Housing Partners, LLC

Management Agency: Vantage Property Management Company

- Establish the Management Plan.
- Develop the operating budget.
- Ensure compliance with all agreements with outside entities including but not limited to funding contracts.
- Prepare rental application, notice of availability, and income verification.
- Fiscally manage the project.
- Implement the building maintenance plan and respond to all building maintenance concerns.
- Enforce all residential rules.
- Reviews and evaluates rules and policies for compliance with all applicable laws and regulations.
- Processes evictions.
- Maintains income eligibility information, and other documents to complete tenant files.
- Manages finances: pays bills, develops and implements the budget, makes banks deposits, purchases office supplies, and maintains the rent role.

Curley School Artisan Housing (CSAH)

- Set policies

- Reviews Grievances

### ISDA

- Markets units
- Establishes House Rules
- Maintains a Waiting List
- Pre-screens applicants for artistic eligibility.

## **5. Rent Structure.**

Rent levels are set to serve households with incomes at 30%, 40%, 50%, and 60% of the area median.

Tenants will be additionally charged for late payments, returned checks, and damages to property as per the Lease Agreement. Tenancy can be terminated for non-payment of rent as explained in the Lease Agreement. The charges discussed in this paragraph are in addition to the regular monthly rent. If in arrears, the tenant will be offered the option of working out a payment plan with the Management Agent in cases of hardship.

A damage deposit of \$200 will be required from all residents. This deposit will be held in accordance with the provisions of the lease. These deposits will be returned less any charges for unpaid rent and/or damages at the end of tenancy as per the Lease Agreement.

Additional deposits will be charged for pets (please see Section 12).

## **6. Description of Maintenance Plan**

Routine Maintenance: The Curley School budget reflects a monthly and annual maintenance schedule that includes preventative maintenance for building systems. This assures that safety hazards, inconvenience, and additional damages are minimized. Costs for bringing units to market-ready condition and routine painting are also included in the operating budget.

Capital items: The property shall maintain and monthly fund a Reserve for Repairs to pay for capital replacements.

## **7. Building Security and Emergency Plans.**

Safety and security are a high priority for the success of The Curley School Artisan Apartments. Emergency plans for escape will be posted. There will be regular reviews of security and emergency plans. New residents will receive orientation. Safety-rules will include: fire regulations, public health regulations, smoking policy, behavior which constitutes a hazard to others, policy on keys, neatness of common areas and halls, non-violent conflict resolution, abusive language, and violence. No items may be stored in the halls. Security requirements and fire regulations require that the front door, exit doors with automatic closers and apartment doors must be kept closed and apartment unit doors locked.

## **8. Affirmative Marketing Plan.**

ISDA will distribute a public of availability of housing. Contact information for potential applicants will be collected. An active waiting list will be maintained. ISDA will proactively recruit for the waiting list in several ways.

ISDA will advertise the availability of the housing at Curley School Artisan Apartments through the following community groups, local newsgroups, and area bulletin boards: The Runner, the newspaper of the Tohono O'odham Nation; Ajo Copper News, bulletin boards at the Pima County Library and Olsen's Supermarket

ISDA will proactively recruit for the waiting list with agencies serving minorities and disabled people and particularly target agencies in contact with minority artists and artisans. An Equal Housing Opportunity.

## **9. Tenant Screening and Selection Process.**

### Screening Criteria

ISDA will produce an application and a notice of availability that will be distributed to area arts organizations, community groups and public notice boards.

1. Households must be at or below 60% of the area median income.
2. Preference to those with a concentration of energy to art work.
3. Truthful completion of the rental application.
4. Sufficient income or assets to pay the monthly rental rate.

Applicants must have a gross income of twice the monthly rental rate or prepay six months rent. Applicants must complete the application and deliver it to Vantage Property Management or the site office.

Applicants will be screened in order of the wait list. The screening process will include completing an arts application, a financial application, a \$35 application fee, a photo ID and a passing a criminal and eviction history check. ISDA will pre-screen the applicant's arts application and forward financial applications to Vantage Property Management for income certification.

### Move-In Procedure

The resident will move in upon completing all necessary paperwork and providing income eligibility documentation and showing proof of electric service and payment of Security Deposit and first month's rent. Residents will also be asked to identify the areas in which they would like to perform their participation donated time. Initial screening will be done with ISDA staff and a volunteer screening committee.

### Changes in Household Composition

Residents can change their household composition, if the new composition is consistent with the screening criteria. For example, if a single resident would like another person to move into the apartment, the new person must complete the screening process. If the new household is income eligible and the number of people allowed in the unit is

acceptable and other screening criteria are met the change will be allowed.

## **10. Grievance Procedures**

### **Management**

A grievance is defined as a contention of misapplication, violation, or inequitable application of the policies and procedures of Curley School Apartments .

The process outlined below is designed to resolve grievances to the extent possible, and especially to ensure that all points of view are considered during this decision process.

The grievance procedure shall run concurrently with any notices required by law.

### Procedure

The resident will submit to the Board of ISDA a written formal complaint describing the nature of the grievance, showing proof that they tried to resolve the matter through Vantage property Management without satisfaction, and proposing a resolution to the problem.

Then CSAH, LLC will review the resident's grievance and proposal, and then meet with the resident or applicant within fifteen days of receiving the grievance, and shall conduct such investigation as deemed necessary. Within five days of this meeting, ISDA shall reply to the resident in writing, and this decision is final.

### **Intra – Resident Disputes**

Normally residents will resolve disputes between themselves in a civilized conversation, acknowledging that apartment living requires compromise and tolerance of differences. If residents cannot resolve their differences, then they may invoke the Grievance Procedure.

### Procedure

The resident will submit to ISDA a written formal complaint describing the nature of the grievance, showing proof that they tried to resolve the matter with the other resident directly or through Vantage property Management or staff without satisfaction, and proposing a resolution to the problem.

The CSAH will review the resident's grievance and proposal, then meet with the resident or applicant within fifteen days of receiving the grievance, and shall conduct such investigation as deemed necessary. Within five days of this meeting, CSAH shall reply to the resident in writing, and this decision is final.

## **11. House Rules.**

New rules can be implemented in accordance with Landlord-Tenant Law, this Management Plan, and funding contract regulations. The House Rules are listed in the Handbook for Curley School Residents.

## **12. Pet Policy.**

The following pets are allowed provided they are registered, with photo and proof of vaccination and pay appropriate Security Deposit:

- Assistive animals with a doctor's note (Security Deposit waived, but all other requirements must be met.)
- One well behaved spayed dog less than 3 feet tall or less than 45 lbs , or
- Up to two spayed cats or two spayed cat-sized dogs (limit 45 lbs) and
- Up to two birds and
- An aquarium up to a maximum size of 50 gallons and
- Other small caged animals, which are never outside the apartment.
- Rottweilers, Akitas, Dobermans, and Pit Bulls, *aka Staffordshire Terriers*, are not allowed on the premises, at any time. *Any other dog that is aggressive or deemed to be dangerous, no matter the breed, will not be permitted to remain on premises.*
- Dogs not meeting the above regulations, but over eight years old, will be considered by special appeal to Management.
- Note: All pets must be neutered.*

Pets require additional deposit as stated below.

Standard Pet Security Deposit - \$200 per 45 lbs of pets - dog and cat. No more than two dogs or three cats are permitted in any unit and these pet's combined weight cannot exceed 45 lbs. For a cat and dog combination, the deposit will be based on the terms of dog policy. A third pet (cat only) requires an additional \$100 Pet Security Deposit. No Dogs over 45 lbs (combined weight) allowed, except senior dogs over eight years old. For senior dogs over 45 lbs, additional Security Deposit for pets is \$5 per pound, i.e. 80 lbs dog is \$385. Maximum combined dog weight not to exceed 80 lbs.

Maximum total security deposit for resident and pets:

No more than One and a Half times Rent or no more than \$700, whichever is less.

Dogs and cats must be licensed in Pima County. Proof must be submitted before the animal moves into the building.

All animal waste must be removed in a proper manner.

Residents are responsible for the behavior of their pets including any damage to property or disturbance of other residents of the building. If the pet causes damage, odor, or disturbs others, the resident may be required to remove the pet from the building. Dogs, which regularly growl or bark at other residents, will have to be removed from the property.

Pets are not allowed to roam freely on the site or in the common areas.

### **13. Parking Policy**

All parking is unassigned.

No RV, ATV, or trailer parking.

All vehicles must be operable and have a current valid license.

No maintenance work nor washing of vehicles is permitted in the parking lot.

During events in the auditorium, parking may be restricted, especially during outdoor stage events held several times per year.

## **14. Termination of Tenancy/Evictions**

A tenant can be evicted for failure to pay the rent, committing waste or nuisance on the premises, using or selling illegal drugs on the premises, failing to comply with the Lease Agreement or state or local laws, or habitual failure to comply with the Lease Agreement. Failure to comply with house rules and regulations is cause for termination.

If a tenant threatens the health and safety of other residents, destroys property, or is involved in illegal drug activity on the premises, Vantage Property Management will issue a 5-day nuisance eviction notice. If the tenant fails to leave by midnight the fifth day, Vantage will file an unlawful detainer action in Pima County Court to remove the tenant.

If a tenant faces a financial hardship situation, the tenant must propose a payment plan by the fifth day of the month that shows proof of hardship and brings the tenant current in their rent by the end of the following month. ISDA must approve all payment plans. Any agreed upon payment plans will be in writing, signed by both the tenant and ISDA. Tenants who have failed to comply with a payment plan in the previous year are not eligible nor can a tenant negotiate payment plans more than twice in a one year period.

If a tenant fails to negotiate a payment plan or pay rent by the fifth day of the month, Vantage will issue a 5-day pay or vacate eviction notice. If the tenant fails to pay rent or vacate by midnight the fifth day, Vantage will file an unlawful detainer action to remove the tenant.

If a tenant fails to comply with the terms of the Lease Agreement, Vantage will issue a 10-day comply or vacate eviction notice. The notice will state the house rule or lease provision that has been violated. If the tenant fails to comply or vacate within the ten days, Vantage will seek an eviction.

Any eviction must be carried out in accordance with state and local law and the terms of the Lease Agreement. A resident can also be evicted for other good cause. Residents can be evicted for repeated late payment of rent or repeated non-compliance with the Lease Agreement or House Rules.

To terminate tenancy a resident must give a written notice 30 days prior to the end of the lease. If the resident does not give the full 30-day notice, the resident shall be liable for rent up to the end of the next rental period following abandonment or the date the next rental payment would have been due, whichever occurs first.

## **15. Mold, Insects, Snakes and Rodents**

Management has taken care that upon opening that this building is free of mold, insects, snakes, and rodents. But we are located in the Sonoran Desert, residents should immediately inform management if they see any of the cited conditions or creatures. Residents should be especially on the outlook for snakes, scorpions, black widow spiders, and brown recluse spiders. Residents are to report insect infestations immediately to management and are not to spray any insecticide in public areas. Management will handle

this responsibility. **Report these issues immediately!**

## **16. Resident Participation**

Residents are encouraged to contribute five hours per month to community activities at the Curley School Apartments or other community activities in Ajo.

The Curley School Management Plan 3/15