

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Small PHA Plan Update
Annual Plan for Fiscal Year: 2001

**NOTE: THIS PHA PLANS TEMPLATE (HUD 50075) IS TO BE COMPLETED IN ACCORDANCE WITH
INSTRUCTIONS LOCATED IN APPLICABLE PIH NOTICES**

1. PHA Plan Agency Identification

PHA Name: Housing Authority of the City of Kirbyville, Texas

PHA Number: TX282

PHA Fiscal Year Beginning: (mm/yyyy) 01/2001

PHA Plan Contact Information:

Name: Wesley C. Bell

Phone: (409) 423-4751

TDD: Relay #: 1-800-735-2989 (if you have TTY)

Email (if available): khawb@swbell.net

Public Access to Information

Information regarding any activities outlined in this plan can be obtained by contacting: (select all that apply)

- Main administrative office of the PHA
- PHA development management offices

Display Locations For PHA Plans and Supporting Documents

The PHA Plans (including attachments) are available for public inspection at: (select all that apply)

- Main administrative office of the PHA
- PHA development management offices
- Main administrative office of the local, county or State government
- Public library
- PHA website
- Other (list below)

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

- Main business office of the PHA
- PHA development management offices
- Other (list below)

PHA Programs Administered:

- Public Housing and Section 8 Section 8 Only Public Housing Only

Annual PHA Plan Fiscal Year 2001

[24 CFR Part 903.7]

2. Table of Contents

Provide a table of contents for the Plan, including attachments, and a list of supporting documents available for public inspection. For Attachments, indicate which attachments are provided by selecting all that apply. Provide the attachment's name (A, B, etc.) in the space to the left of the name of the attachment. If the attachment is provided as a **SEPARATE** file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

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3. Summary of Policy or Program Changes for the Upcoming Year

In this section, briefly describe changes in policies or programs discussed in last year's PHA Plan that are not covered in other sections of this Update.

During the previous fiscal year, modifications were made to the following documents:

(Included as Attachment G)

Security Deposit Policy (minimum raised to \$175)

Pet Policy (changed to meet new HUD requirements)

Satellite Equipment Policy (changed to allow new program of uniform installations)

Schedule of Maintenance Charges (some charges modified)

Dwelling Lease (curfew changed to 11:00 p.m. & security deposit changed as above)

Also, significant revision was necessary to the 2000 Capital Fund Budget to complete required court-ordered work items included in our 1998 CIAP.

4. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

Exemptions: Section 8 only PHAs are not required to complete this component.

A. X Yes No: Is the PHA eligible to participate in the CFP in the fiscal year covered by this PHA Plan?

B. What is the amount of the PHA's estimated or actual (if known) Capital Fund Program grant for the upcoming year? \$ 159,150

C. X Yes No Does the PHA plan to participate in the Capital Fund Program in the upcoming year? If yes, complete the rest of Component 7. If no, skip to next component.

D. Capital Fund Program Grant Submissions

(1) Capital Fund Program 5-Year Action Plan

The Capital Fund Program 5-Year Action Plan is provided as Attachment C

(2) Capital Fund Program Annual Statement

The Capital Fund Program Annual Statement is provided as Attachment B

5. Demolition and Disposition

[24 CFR Part 903.7 9 (h)]

Applicability: Section 8 only PHAs are not required to complete this section.

1. Yes X No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? (If “No”, skip to next component ; if “yes”, complete one activity description for each development.)

2. Activity Description

Demolition/Disposition Activity Description (Not including Activities Associated with HOPE VI or Conversion Activities)	
1a. Development name:	
1b. Development (project) number:	
2. Activity type: Demolition <input type="checkbox"/> Disposition <input type="checkbox"/>	
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>	
4. Date application approved, submitted, or planned for submission: (DD/MM/YY)	
5. Number of units affected:	
6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input type="checkbox"/> Total development	
7. Relocation resources (select all that apply) <input type="checkbox"/> Section 8 for units <input type="checkbox"/> Public housing for units <input type="checkbox"/> Preference for admission to other public housing or section 8 <input type="checkbox"/> Other housing for units (describe below)	
8. Timeline for activity: a. Actual or projected start date of activity: b. Actual or projected start date of relocation activities: c. Projected end date of activity:	

6. Voucher Homeownership Program

[24 CFR Part 903.7 9 (k)]

- A. Yes X No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If “No”, skip to next component; if “yes”, describe each program using the table below (copy and complete questions for each program identified.)

B. Capacity of the PHA to Administer a Section 8 Homeownership Program

The PHA has demonstrated its capacity to administer the program by (select all that apply):

- Establishing a minimum homeowner downpayment requirement of at least 3 percent and requiring that at least 1 percent of the downpayment comes from the family’s resources
- Requiring that financing for purchase of a home under its section 8 homeownership will be provided, insured or guaranteed by the state or Federal government; comply with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standards
- Demonstrating that it has or will acquire other relevant experience (list PHA experience, or any other organization to be involved and its experience, below):

7. Safety and Crime Prevention: PHDEP Plan

24 CFR Part 903.7 (m)]

Exemptions Section 8 Only PHAs may skip to the next component PHAs eligible for PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

A. Yes No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?

B. What is the amount of the PHA’s estimated or actual (if known) PHDEP grant for the upcoming year? \$ _____

C. Yes No Does the PHA plan to participate in the PHDEP in the upcoming year? If yes, answer question D. If no, skip to next component.

D. Yes No: The PHDEP Plan is attached at Attachment _____

8. Other Information

[24 CFR Part 903.7 9 (r)]

A. Resident Advisory Board (RAB) Recommendations and PHA Response

1. Yes No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s?

2. If yes, the comments are attached at Attachment F

3. In what manner did the PHA address those comments? (select all that apply)

The PHA changed portions of the PHA Plan in response to comments
A list of these changes is included

Yes No: below or

Yes No: at the end of the RAB Comments in Attachment _____.

X Considered comments, but determined that no changes to the PHA Plan were necessary. An explanation of the PHA's consideration is included at the at the end of the RAB Comments in Attachment F.

Other: (list below)

B. Statement of Consistency with the Consolidated Plan

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary).

1. Consolidated Plan jurisdiction: Consolidated Plan of the State of Texas

2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)

- The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
- The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
- The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
- Activities to be undertaken by the PHA in the coming year are consistent with specific initiatives contained in the Consolidated Plan. (list such initiatives below)
- X Other: (list below)

3. PHA Requests for support from the Consolidated Plan Agency

- Yes X No: Does the PHA request financial or other support from the State or local government agency in order to meet the needs of its public housing residents or inventory? If yes, please list the 5 most important requests below:

4. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)

C. Criteria for Substantial Deviation and Significant Amendments

1. Amendment and Deviation Definitions

24 CFR Part 903.7(r)

PHAs are required to define and adopt their own standards of substantial deviation from the 5-year Plan and Significant Amendment to the Annual Plan. The definition of significant amendment is important because it defines

when the PHA will subject a change to the policies or activities described in the Annual Plan to full public hearing and HUD review before implementation.

- A. Substantial Deviation from the 5-year Plan:** The definition of “substantial deviation” from the Five-Year Plan for Kirbyville Housing Authority is any change or revision in budget by more than 25% in any program account area.

2000 Annual Plan: For the 2000 Annual Plan, substantial deviations were submitted and approved by the Board of Commissioners. Public notice was placed, a Public Hearing held for comments with a Resident Advisory Board meeting held afterward. No comments were made on the changes. All such substantial deviations are reflected under the “Revised” column of the P&E Report Annual Statement in TX282v06.

2001 Annual Plan: no substantial deviations have yet been requested or approved for this plan.

- B. Significant Amendment or Modification to the Annual Plan:**

For Kirbyville Housing Authority, the definition of “significant amendment or modification to the Annual Plan” shall be any amendment or modification from the original budget greater than 25% in any program account area. **2000 Plan:** See 1.A. (above). **2001 Plan:** No changes.

Attachment A

Supporting Documents Available for Review

PHAs are to indicate which documents are available for public review by placing a mark in the “Applicable & On Display” column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
X	State/Local Government Certification of Consistency with the Consolidated Plan (not required for this update)	5 Year and Annual Plans
X	Fair Housing Documentation Supporting Fair Housing Certifications: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions’ initiatives to affirmatively further fair housing that require the PHA’s involvement.	5 Year and Annual Plans
X	Housing Needs Statement of the Consolidated Plan for the jurisdiction/s in which the PHA is located and any additional backup data to support statement of housing needs in the jurisdiction	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O/ACOP), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
	Any policy governing occupancy of Police Officers in Public Housing <input type="checkbox"/> check here if included in the public housing A&O Policy	Annual Plan: Eligibility, Selection, and Admissions Policies
	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the method for setting public housing flat rents <input type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
X	Schedule of flat rents offered at each public housing development <input type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
	Section 8 rent determination (payment standard) policies <input type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
X	Results of latest binding Public Housing Assessment System (PHAS) Assessment	Annual Plan: Management and Operations

List of Supporting Documents Available for Review

Applicable & On Display	Supporting Document	Related Plan Component
	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations and Maintenance and Community Service & Self-Sufficiency
	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
	Any required policies governing any Section 8 special housing types <input type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures <input type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
	Section 8 informal review and hearing procedures <input type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
X	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for any active grant year	Annual Plan: Capital Needs
X	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants	Annual Plan: Capital Needs
	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans, or any other approved proposal for development of public housing	Annual Plan: Capital Needs
X	Self-evaluation, Needs Assessment and Transition Plan required by regulations implementing §504 of the Rehabilitation Act and the Americans with Disabilities Act. See, PIH 99-52 (HA).	Annual Plan: Capital Needs
	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act, Section 22 of the US Housing Act of 1937, or Section 33 of the US Housing Act of 1937	Annual Plan: Conversion of Public Housing
	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
	Policies governing any Section 8 Homeownership program (section _____ of the Section 8 Administrative Plan)	Annual Plan: Homeownership
	Cooperation agreement between the PHA and the TANF agency and between the PHA and local employment and training service agencies	Annual Plan: Community Service & Self-Sufficiency
	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
	Section 3 documentation required by 24 CFR Part 135, Subpart E	Annual Plan: Community Service & Self-Sufficiency

List of Supporting Documents Available for Review

Applicable & On Display	Supporting Document	Related Plan Component
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
	The most recent Public Housing Drug Elimination Program (PHDEP) semi-annual performance report	Annual Plan: Safety and Crime Prevention
	PHDEP-related documentation: <ul style="list-style-type: none"> · Baseline law enforcement services for public housing developments assisted under the PHDEP plan; · Consortium agreement/s between the PHAs participating in the consortium and a copy of the payment agreement between the consortium and HUD (applicable only to PHAs participating in a consortium as specified under 24 CFR 761.15); · Partnership agreements (indicating specific leveraged support) with agencies/organizations providing funding, services or other in-kind resources for PHDEP-funded activities; · Coordination with other law enforcement efforts; · Written agreement(s) with local law enforcement agencies (receiving any PHDEP funds); and · All crime statistics and other relevant data (including Part I and specified Part II crimes) that establish need for the public housing sites assisted under the PHDEP Plan. 	Annual Plan: Safety and Crime Prevention
X	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G) X check here if included in the public housing A & O Policy	Pet Policy
X	The results of the most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U. S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

ATTACHMENT B – Annual Statement (FY 2001 Capital Fund)

Part 1: Summary

PHA Name: Housing Authority of the City of Kirbyville, Texas		Grant Type and Number Capital Fund Program: TX21P28250101		Federal FY of Grant: 2001	
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/ Emergencies Revised Annual Statement (revision no:)			
<input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Final Performance and Evaluation Report			
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	2,500			
3	1408 Management Improvements	18,355			
4	1410 Administration	6,000			
5	1411 Audit	1,750			
6	1415 liquidated Damages				
7	1430 Fees and Costs	7,810			
8	1440 Site Acquisition				
9	1450 Site Improvement	36,050			
10	1460 Dwelling Structures	53,065			
11	1465.1 Dwelling Equipment—Nonexpendable	6,980			
12	1470 Nondwelling Structures	20,000			
13	1475 Nondwelling Equipment	6,640			
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1502 Contingency				
20	Amount of Annual Grant: (sum of lines 2-19)	159,150			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				
23	Amount of line 20 Related to Security				
24	Amount of line 20 Related to Energy Conservation Measures				

Annual Statement (FY 2001 Capital Fund cont'd)

Part II: Supporting Pages

PHA Name: Housing Authority of the City of Kirbyville, Texas		Grant Type and Number Capital Fund Program #: TX21P28250101			Federal FY of Grant: 2001			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
				Original	Revised	Funds Obligated	Funds Expended	
TX282-001 Kirbyville HA	Site Improvement Grading, landscaping, sidewalk repair	1450		2,000				
	Dwelling Equipment – Nonexpendable Replacement of refrigerators	1465.1	8	2,792				
	Dwelling Structures Modernization work (texturing, painting, gen. carpentry)	1460	15	13,551				
TX282-002 Kirbyville HA	Dwelling Equipment – Nonexpendable Replacement of refrigerators	1465.1	12	4,188				
	Site Improvement	1450		34,050				
	Dwelling Structures Modernization Work (texturing, painting, gen. carpentry, new doorlocks) Section 504 mod. work	1460	15	19,514				
		1460	1	20,000				
TX282-HA Wide	Operations (resident activities)	1406		2,500				
	Travel / Training	1408		7,355				
	Computers/Office equipmt., furniture)	1408		11,000				
	Administration	1410		6,000				
	Architect	1430		7,810				
	Audit	1430		1,750				
	Non-dwelling Structures Community center / Laundry rooms	1470		20,000				
	Non-dwelling Equipment	1475		6,640				
	TOTALS			159,150				

Annual Statement (FY 2001 Capital Fund cont'd)

Part III: Implementation Schedule

PHA Name: Housing Authority of the City of Kirbyville		Grant Type and Number Capital Fund Program #: TX21P28250101					Federal FY of Grant: 2001
Development Number Name/HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	Actual	
TX282	09/30/2003			09/30/2004			

Performance and Evaluation Report (FY 2000 Capital Fund)

Summary

PHA Name: Housing Authority of the City of Kirbyville, Texas		Grant Type and Number Capital Fund Program: TX21P28250100			Federal FY of Grant: 2000
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/ Emergencies Revised Annual Statement (revision no:)			
X Performance and Evaluation Report for Period Ending: 9/30/01		<input type="checkbox"/> Final Performance and Evaluation Report			
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements	3,080	8,080	8,080	0
4	1410 Administration	16,920	16,920	16,920	0
5	1411 Audit	1,500	1,500	1,500	0
6	1415 liquidated Damages				
7	1430 Fees and Costs	13,250	0	0	0
8	1440 Site Acquisition				
9	1450 Site Improvement	20,000	0	0	0
10	1460 Dwelling Structures	58,590	48,590	48,590	31,760
11	1465.1 Dwelling Equipment—Nonexpendable	11,470	11,470	11,470	11,470
12	1470 Nondwelling Structures	27,170	69,420	69,420	24,015
13	1475 Nondwelling Equipment	4,000	0	0	0
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1502 Contingency				
20	Amount of Annual Grant: (sum of lines 2-19)	155,980	155,980	155,980	67,245
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Compliance				
23	Amount of line 20 Related to Security				
24	Amount of line 20 Related to Energy Conservation Measures				

Performance and Evaluation Report (FY 2000 Capital Fund cont'd)

Part II: Supporting Pages

PHA Name: Housing Authority of the City of Kirbyville, Texas		Grant Type and Number Capital Fund Program #: TX21P28250100			Federal FY of Grant: 2001			
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
				Original	Revised	Funds Obligated	Funds Expended	
TX282-001 Kirbyville HA	Site Improvement Replacement of underground sewer lines	1450	34	17,000	0	0	0	
	Dwelling Equipment – Nonexpendable Replacement of refrigerators	1465.1	16	5,550		5,550	5,550	Completed
	Dwelling Structures Modernization work (texturing, painting, gen. carpentry, solar screens)	1460	34	23,715	20,927	20,927	9,003.32	
TX282-002 Kirbyville HA	Dwelling Equipment – Non expendable Replacement of refrigerators	1465.1	17	5,920		5,920	5,920	Completed
	Site Improvement	1450		3,000	0	0	0	
	Dwelling Structures Modernization Work (texturing, painting, gen. carpentry, solar screens)	1460	50	34,875	30,833	30,833	22,756.68	
TX282-HA Wide	Travel / Training	1408		3,080	8,080	8,080	0	
	Administration	1410		16,920	16,920	16,920	0	
	Non-dwelling Equipment	1475	1	4,000	0	0	0	
	Fee Accounting	1430		1,250	0	0	0	
	Architect	1430		12,000	0	0	0	
	Audit	1430		1,500		1,500	0	
TX282-002 (cont'd)	Non-dwelling Structures Community center / Laundry rooms	1470		27,170	69,420	69,420	24,015	
	TOTALS			155,980		155,980	67,245	

Performance and Evaluation Report (FY 2000 Capital Fund cont'd)

Part III: Implementation Schedule

PHA Name: Housing Authority of the City of Kirbyville		Grant Type and Number Capital Fund Program #: TX21P28250100					Federal FY of Grant: 2000	
Development Number Name/HA-Wide Activities	All Funds Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)			Reasons for Revised Target Dates	
	Original	Revised	Actual	Original	Revised	Actual		
TX282	09/30/2002			09/30/2003				

ATTACHMENT C

Capital Fund Program 5-Year Action Plan

Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

2002

CFP 5-Year Action Plan		
<input type="checkbox"/> Original statement <input checked="" type="checkbox"/> Revised statement		
Development Number	Development Name (or indicate PHA wide)	
TX282-001	Housing Authority of the City of Kirbyville, Texas	
Description of Needed Physical Improvements or Management Improvements	Estimated Cost	Planned Start Date (HA Fiscal Year)
Replace appliances & other non-expendable equipment (includes refrigerators for approx. 8 units)	1,000	2002
Rehab entire unit (electrical, lighting, plumbing, cabinets, windows, screens, doors, hardware, fixtures, texturing, painting, flooring, repairs, etc.) – <u>Gen. rehab on approx. 5 units</u>	3,000	2002
<u>Replace flooring in approx. 32 units</u>	32,000	2002
<u>Install lighted address kits (34 units)</u>	2,720	2002
Site work (fencing, grading, lighting, sewers, sidewalks, repaving parking lots, landscaping, etc.)	1,000	2002
Subtotal - Estimated Cost for TX282-001 (2002)	39,720	

2002 (cont'd)

SITE 002

CFP 5-Year Action Plan

Original statement Revised statement

Development Number	Development Name (or indicate PHA wide)		
TX282-002	Housing Authority of the City of Kirbyville, Texas		
Description of Needed Physical Improvements or Management Improvements	Estimated Cost	Planned Start Date (HA Fiscal Year)	
Replace appliances & other non-expendable equipment	1,000	2002	
Rehab entire unit (electrical, lighting, plumbing, cabinets, windows, screens, doors, hardware, fixtures, texturing, painting, flooring, repairs, etc.)			
<u>General mod. work on approx. 15 units</u>	13,000	2002	
<u>Replace flooring in 7 units</u>	7,000	2002	
<u>Replace bathroom lavatories in 50 units</u>	10,000	2002	
<u>Install lighted address kits in 50 units</u>	4,000	2002	
Section 504 work (Conversion of 1 unit for accessibility)	20,000	2002	
Site work (fencing, grading, lighting, sewers, sidewalks, parking lot repaving, landscaping, etc.) – <u>Includes repaving of approx. 20,366 sq. ft.</u>	32,050		
Subtotal – Estimated cost TX282-002 (2002)	87,050		

2002 (cont'd)

HA WIDE

CFP 5-Year Action Plan		
<input type="checkbox"/> Original statement <input checked="" type="checkbox"/> Revised statement		
Development Number	Development Name (or indicate PHA wide)	
TX282 HA Wide	Housing Authority of the City of Kirbyville, Texas HA Wide	
Description of Needed Physical Improvements or Management Improvements	Estimated Cost	Planned Start Date (HA Fiscal Year)
Resident Activities	1,000	2002
Staff / Board Travel & Training	6,070	2002
Administration	16,000	2002
Architect fees (for repaving & Section 504 work – approx. 52,050)	7,810	2002
Audit	1,000	2002
Community / Laundry room equipment, furniture, supplies	500	2002
Subtotal - Estimated cost for TX282 HA Wide (2002)	32,380	
TOTAL – EST. COST FOR TX282 ALL SITES & HA WIDE (2002)	\$159,150	

2003

SITE 001

CFP 5-Year Action Plan

Original statement Revised statement

Development Number	Development Name (or indicate PHA wide)	Description of Needed Physical Improvements or Management Improvements	Estimated Cost	Planned Start Date (HA Fiscal Year)
TX282-001	Housing Authority of the City of Kirbyville, Texas			
		Replace appliances & other non-expendable equipment	1,000	2003
		Rehab entire unit (electrical, lighting, plumbing, cabinets, windows, screens, doors, hardware, fixtures, texturing, painting, flooring, repairs, etc.)		
		<u>Replace flooring in approx. 32 units</u>	32,000	2003
		<u>General mod. work in approx. 3 units</u>	3,000	2003
		<u>Install lighted address kits in 34 units</u>	2,720	2003
		Site work (fencing, grading, lighting, sewers, sidewalks, parking lot repaving, landscaping, etc.)	1,000	2003
Subtotal - Estimated Cost for TX282-001 (2003)			39,720	

2003 (cont'd)

SITE 002

CFP 5-Year Action Plan		
<input type="checkbox"/> Original statement <input checked="" type="checkbox"/> Revised statement		
Development Number	Development Name (or indicate PHA wide)	
TX282-002	Housing Authority of the City of Kirbyville, Texas	
Description of Needed Physical Improvements or Management Improvements	Estimated Cost	Planned Start Date (HA Fiscal Year)
Replace appliances & other non-expendable equipment	1,000	2003
Rehab entire unit (electrical, lighting, plumbing, cabinets, windows, screens, doors, hardware, fixtures, texturing, painting, flooring, repairs, etc.)		
<u>General mod. work in approx. 13 units</u>	13,000	2003
<u>Replace flooring in 7 units</u>	7,000	2003
<u>Replace bathroom lavatories in 50 units</u>	10,000	2003
<u>Install lighted address kits (50 @ \$80 ea.)</u>	4,000	2003
Section 504 work (Conversion of 1 unit for accessibility)	20,000	2003
Site work (fencing, grading, lighting, sewers, sidewalks, parking lot repaving, landscaping, etc.) – <u>Includes repaving of approx. 20,366 sq. ft.</u>	32,050	
Subtotal – Estimated cost TX282-002 (2003)	87,050	

2003 (cont'd)

HA WIDE

CFP 5-Year Action Plan

Original statement Revised statement

Development Number	Development Name (or indicate PHA wide)	
TX282 HA Wide	Housing Authority of the City of Kirbyville, Texas HA Wide	
Description of Needed Physical Improvements or Management Improvements	Estimated Cost	Planned Start Date (HA Fiscal Year)
Resident Activities	1,000	2003
Staff / Board Training	6,070	2003
Audit	1,000	2003
Administration	16,000	2003
Architect fees	7,810	2003
Non-dwelling equipment	500	2003
Subtotal - Estimated cost for TX282 HA Wide (2003)	32,380	
TOTAL EST. COST FOR TX282 – ALL SITES & HA WIDE (2003)	159,150	

2004

SITE 001

CFP 5-Year Action Plan

Original statement Revised statement

Development Number	Development Name (or indicate PHA wide)	Estimated Cost	Planned Start Date (HA Fiscal Year)
TX282-001	Housing Authority of the City of Kirbyville, Texas		
Description of Needed Physical Improvements or Management Improvements		Estimated Cost	Planned Start Date (HA Fiscal Year)
Replace appliances & other non-expendable equipment		2,000	2004
Rehab entire unit (electrical, lighting, plumbing, cabinets, windows, screens, doors, hardware, fixtures, texturing, painting, flooring, repairs, etc.) – <u>includes replacement of 34 bathroom lavatories</u>		13,600	2004
Site work (fencing, grading, lighting, sewers, sidewalks, parking lot repaving, landscaping, etc.)		2,000	2004
Section 504 work (Conversion of 3 units for accessibility)		60,000	2004
Subtotal - Estimated Cost for TX282-001 (2004)		77,600	

2004 (cont'd)

SITE 002

CFP 5-Year Action Plan

Original statement Revised statement

Development Number	Development Name (or indicate PHA wide)		
TX282-002	Housing Authority of the City of Kirbyville, Texas		
Description of Needed Physical Improvements or Management Improvements	Estimated Cost	Planned Start Date (HA Fiscal Year)	
Replace appliances & other non-expendable equipment	2,000	2004	
Rehab entire unit (electrical, lighting, plumbing, cabinets, windows, screens, doors, hardware, fixtures, texturing, painting, flooring, repairs, etc.) – <u>includes replacement of flooring in 28 units</u>	28,589	2004	
Site work (fencing, grading, lighting, sewers, sidewalks, parking lot repaving, landscaping, etc.)	2,000	2004	
Section 504 work (Conversion of 1 unit for accessibility)	20,000	2004	
Subtotal – Estimated cost TX282-002 (2004)	52,589		

2004 (cont'd)

HA WIDE

CFP 5-Year Action Plan

Original statement Revised statement

Development Number	Development Name (or indicate PHA wide)		
TX282 HA Wide	Housing Authority of the City of Kirbyville, Texas HA Wide		
Description of Needed Physical Improvements or Management Improvements		Estimated Cost	Planned Start Date (HA Fiscal Year)
Resident Activities		1,500	2004
Staff / Board Training		7,318	2004
Audit		1,000	2004
Administration		17,000	2004
Architect fees		9,600	2004
Non-dwelling equipment		500	2004
Subtotal - Estimated cost for TX282 HA Wide (2004)		36,918	
TOTAL EST. COST FOR TX282 – ALL SITES & HA WIDE (2004)		167,107	

2005

SITE 001

CFP 5-Year Action Plan

Original statement Revised statement

Development Number	Development Name (or indicate PHA wide)	
TX282-001	Housing Authority of the City of Kirbyville, Texas	
Description of Needed Physical Improvements or Management Improvements	Estimated Cost	Planned Start Date (HA Fiscal Year)
Replace appliances & other non-expendable equipment	12,200	2005
Rehab entire unit (electrical, lighting, plumbing, cabinets, windows, screens, doors, hardware, fixtures, texturing, painting, flooring, repairs, etc.) – <u>includes replacement of 34 bathroom lavatories</u>		
Site work (fencing, grading, lighting, sewers, sidewalks, parking lot repaving, landscaping, etc.)	2,000	2005
Subtotal - Estimated Cost for TX282-001 (2005)	14,200	

2005 (cont'd)

SITE 002

CFP 5-Year Action Plan

Original statement Revised statement

Development Number	Development Name (or indicate PHA wide)	Estimated Cost	Planned Start Date (HA Fiscal Year)
TX282-002	Housing Authority of the City of Kirbyville, Texas		
Description of Needed Physical Improvements or Management Improvements			
Replace appliances & other non-expendable equipment		2,000	2005
Rehab entire unit (electrical, lighting, plumbing, cabinets, windows, screens, doors, hardware, fixtures, texturing, painting, flooring, repairs, etc.) – <u>includes replacement of cabinets, windows, doors, screens in 25 units</u>		78,500	2005
Site work (fencing, grading, lighting, sewers, sidewalks, parking lot repaving, landscaping, etc.)		17,089	2005
Section 504 work (Conversion of 1 unit for accessibility)		25,000	2005
Subtotal – Estimated cost TX282-002 (2005)		122,589	

2005 (cont'd)

HA WIDE

CFP 5-Year Action Plan

Original statement Revised statement

Development Number	Development Name (or indicate PHA wide)	
TX282 HA Wide	Housing Authority of the City of Kirbyville, Texas HA Wide	
Description of Needed Physical Improvements or Management Improvements	Estimated Cost	Planned Start Date (HA Fiscal Year)
Resident Activities	1,500	2005
Staff / Board Training	7,318	2005
Audit	1,000	2005
Administration	17,000	2005
Architect fees (for \$20,000 in Section 504 work)	3,000	2005
Non-dwelling equipment	500	2005
Subtotal - Estimated cost for TX282 HA Wide (2005)	30,318	
TOTAL EST. COST FOR TX282 – ALL SITES & HA WIDE (2005)	167,107	

2006

SITE 001

CFP 5-Year Action Plan

Original statement Revised statement

Development Number	Development Name (or indicate PHA wide)	
TX282-001	Housing Authority of the City of Kirbyville, Texas	
Description of Needed Physical Improvements or Management Improvements	Estimated Cost	Planned Start Date (HA Fiscal Year)
Replace appliances & other non-expendable equipment	2,000	2006
Rehab entire unit (electrical, lighting, plumbing, cabinets, windows, screens, doors, hardware, fixtures, texturing, painting, flooring, repairs, etc.) <u>Includes general mod. work on approx. 5 units</u>	10,000	2006
Site work (fencing, grading, lighting, sewers, sidewalks, parking lot repaving, landscaping, etc.)	15,000	2006
Subtotal - Estimated Cost for TX282-001 (2006)	27,000	

2006 (cont'd)

SITE 002

CFP 5-Year Action Plan

Original statement Revised statement

Development Number	Development Name (or indicate PHA wide)	
TX282-002	Housing Authority of the City of Kirbyville, Texas	
Description of Needed Physical Improvements or Management Improvements	Estimated Cost	Planned Start Date (HA Fiscal Year)
Replace appliances & other non-expendable equipment	4,000	2006
Rehab entire unit (electrical, lighting, plumbing, cabinets, windows, screens, doors, hardware, fixtures, texturing, painting, flooring, repairs, etc.)		
<u>Includes replacement of cabinets, windows, doors, screens in 25 units</u>	88,500	2006
Site work (fencing, grading, lighting, sewers, sidewalks, parking lot repaving, landscaping, etc.)	15,000	2006
Subtotal – Estimated cost TX282-002 (2006)	107,500	

2006 (cont'd)

HA WIDE

CFP 5-Year Action Plan

Original statement Revised statement

Development Number	Development Name (or indicate PHA wide)	
TX282 HA Wide	Housing Authority of the City of Kirbyville, Texas HA Wide	
Description of Needed Physical Improvements or Management Improvements	Estimated Cost	Planned Start Date (HA Fiscal Year)
Resident Activities	1,500	2006
Staff / Board Training	7,318	2006
Audit	1,500	2006
Administration	17,000	2006
Architect fees (for \$20,000 in Section 504 work)	3,000	2006
Non-dwelling equipment	2,289	2006
Subtotal - Estimated cost for TX282 HA Wide (2006)	32,607	
TOTAL EST. COST FOR TX282 – ALL SITES & HA WIDE	167,107	

Required Attachment D: Resident Member on the PHA Governing Board

1. X Yes No: Does the PHA governing board include at least one member who is directly assisted by the PHA this year? (if no, skip to #2)

A. Name of resident member(s) on the governing board: Ross Dennis

B. How was the resident board member selected: (select one)?

Elected

Appointed

C. The term of appointment is (include the date term expires): 2 yrs. (9/30/2002)

2. A. If the PHA governing board does not have at least one member who is directly assisted by the PHA, why not?

the PHA is located in a State that requires the members of a governing board to be salaried and serve on a full time basis

the PHA has less than 300 public housing units, has provided reasonable notice to the resident advisory board of the opportunity to serve on the governing board, and has not been notified by any resident of their interest to participate in the Board.

Other (explain):

B. Date of next term expiration of a governing board member: 9/30/01

C. Name and title of appointing official(s) for governing board (indicate appointing official for the next position): Dixon Conn

Mayor, City of Kirbyville

Required Attachment E: Membership of the Resident Advisory Board or Boards

List members of the Resident Advisory Board or Boards: (If the list would be unreasonably long, list organizations represented or otherwise provide a description sufficient to identify how members are chosen.)

Ross Dennis	523 W. Levert St.	Kirbyville, TX 75956
Crystal Curtright	944 W. MLK Apt. 7	Kirbyville, TX 75956
Eleanor Hunter	509 W. Levert St.	Kirbyville, TX 75956
Maria Alvarez	556 W. Levert St.	Kirbyville, TX 75956

ATTACHMENT F: Comments of Resident Advisory Board/Explanation

The only questions / comments at the public meeting held October 8, 2000, were as follows:

One Advisory Board member inquired about fogged up double pane (insulated) windows at many apartments in Project #002. (No residents, other than Advisory Board members, attended the public meeting). This issue was also discussed at the next regular Board Meeting. The Executive Director shared that this work item (replacement of bad insulated windows) was included in our Five-Year Plan, and that it would cost approximately \$60,000 to replace all existing problem windows. Work would be completed in stages, with some windows being replaced each year beginning with the FY2002 Annual Plan. The Board of Commissioners determined that although unpleasant, the blurry windows are not an emergency item, and that their replacement is already scheduled in the Five-Year work plan.

Another concern raised, was the terrible condition of W. Levert Street, our main thoroughfare through the Housing Authority. It was explained that street construction, repair and maintenance fell under the jurisdiction of the City. A grant to repave W. Levert Street and to blacktop Martin Luther King, Jr. Blvd. (from Hwy. 96 to Second Ave.), was approved two years ago. The funds will be available in September of this year, and construction should begin soon afterward.

After reviewing the aforementioned concerns, the Board of Commissioners determined that no changes to the Annual or Five-Year plans would be necessary at this time since a solution is imminent.

October 29, 2001 Resident Advisory Board Meeting / Public Hearing

Another Public Hearing was held on 10/29/2001, to allow Public Comment on the enclosed budget revision.

Only the Resident Advisory Board Members were present at the Hearing, and there were no comments / questions about this revision.

ATTACHMENT G: Agency Plan Documents modified since previous plan

1. Security Deposit Policy
2. Pet Policy
3. Satellite Equipment Policy
4. Schedule of Maintenance Charges
5. Dwelling Lease

KIRBYVILLE HOUSING AUTHORITY

SECURITY DEPOSIT POLICY

- A. Each prospective resident is required to pay a Security Deposit in an amount equal to one month's rent or \$175.00, whichever is greatest. If at any time the Security Deposit is set at a level greater than one month's rent and \$175.00, individuals/families unable to pay the additional deposit may pay out the difference in two payments due at the same time as their next two regular monthly rent payments.
- B. The Security Deposit is to cover the cost of property damage and /or abuse that is noted when the family vacates the unit.
- C. Payment of Security Deposit must be made prior to occupancy, unless other arrangements are made.
- D. The Security Deposit, along with an itemized list of any deductions, will be returned to the family within thirty (30) days after move-out if the following conditions are met:
 - 1. Fifteen (15) days advance written notice of termination of lease / move-out is given to management.
 - 2. Family provides a written statement of its forwarding address for the purpose of refunding the Security Deposit.
 - 3. There is no unpaid rent and/or charges for which the family is liable under the Lease.
 - 4. The unit and equipment are left clean, and all trash and debris have been removed by the family.
 - 5. There is no breakage or damage beyond that expected from normal wear and tear.
 - 6. All keys issued to the family are turned in to the KHA office when the family vacates the unit.
- E. The Security Deposit may not be used to pay charges during occupancy.

PECAN GROVE / KIRBYVILLE HOUSING AUTHORITY

PET POLICY

Qualification, Authorization, and Rules of Pet Ownership/Residency

1. **Assistive -living animals are not defined as pets by the terms of federal regulations and this policy and any individual with documentation of disability and certification of animal as assistive -living animal is exempted from this policy.**
2. Residents may keep one animal as a pet in their residence, but only after written request, application and approval by management.
3. The pet must be a domesticated animal commonly used as a pet. No reptiles, amphibians, or rodents will qualify as a pet for the purposes of this and any other KHA policy.
Allowed animals are: dogs, cats, fish (20 gallon or smaller aquarium), no more than 2 birds per household, maintained in a container with maximum dimensions of 3ft X 3ft.
4. No pet shall be more than twelve (12) inches in height measured to the top of the head or weigh more than twenty (20) pounds at maturity.
5. All qualified households must have their pet authorized in writing by the Executive Director in advance of the pet being moved into the household. To accomplish this, applicants/residents will need to provide the Authority with:
 - A. adequate information to identify and evaluate the pet and demonstrate that it is a common house pet as follows:
 - 1) Type and age
 - 2) Breed and size
 - 3) Height and weight
 - 4) Photograph of the pet
 - B. statement of health status for the pet from a licensed veterinarian
 - C. proof of spaying or neutering for pets six months or older
 - D. inoculation certificate/records
 - E. names, addresses, and phone numbers of at least one person who will take responsibility for the pet if the owner should become unable to care for the pet
 - F. in the case of a cat—proof of de-clawing (front claws)
7. All qualified households wishing to have a pet must pay a \$100.00 pet deposit prior to move-in. This deposit is refundable on move-out, but is subject to any expenses incurred by KHA that are a result of the pet's presence in the resident's apartment, as assessed by the Executive Director or other authorized KHA personnel. This includes direct or indirect costs. The pet deposit is non-refundable for family-occupied units, refundable (less damages/expenses) for elderly/disabled-occupied units.
8. In addition to other inspections permitted in the lease agreement, the Manager may enter a pet-owner's residence if any reason exists to suspect the conduct, status, or condition of a pet is unacceptable.
9. An authorized representative of the HA may enter a residence to remove a pet and take action according to state and local laws, which may include placing the animal in a facility that will provide care and shelter for a period not to exceed 30 days, at the expense of the pet owner.

Page 2 (pet policy cont'd)

10. All pets must be restrained when out of the dwelling unit unless otherwise authorized. However, no pet may be left on a tether, leash, or other stake-out device for more than 30 minutes at a time or more than three times daily.
11. Never allow your pet to use any yard but your own for excreting waste. Each resident is responsible for picking up solid waste matter left outdoors by their pet regardless of where it is, and for disposing of it properly. If maintenance or other personnel or service providers complain about pet excrement on the grounds, your privilege of having a pet may be revoked and/or your lease may be terminated.
12. No pet shall be allowed to dig, tear, scratch, or otherwise damage HA property.
13. Pets should not be fed outdoors.
14. Pets should not be allowed to disturb neighbors or cause injury to any person on the premises as a resident or approved guest or service provider.
15. No pet should be left unattended in/at a dwelling for more than seventy-two (72) hours.
16. The HA will be responsible to remove pets and/or terminate the lease of pet owners for flagrant and continued violation of these rules.

Executive Director

Resident

Date

Resident

PECAN GROVE / KIRBYVILLE HOUSING AUTHORITY
414 S. Vallie St.
75956
Kirbyville, TX

PECAN GROVE SATELLITE PLAN

Residents wishing to have a satellite dish installed for their apartment may now do so, but only under the following conditions:

1. **You must first contact the Pecan Grove office at 423-4751 before any equipment is attached to the outside of your apartment.** You may pick up a copy of our installation spec. sheet and list of installers at our main office.
2. First time buyers can now purchase a new satellite system for only \$29.00 plus tax from local dealers. If you see a cheaper advertised plan, or would like to have another contractor added to our qualified installer list, notify our office with the information.

With current plans, you can get a new receiver and remote control, and free installation of a satellite dish. You then choose which programs you want on your monthly plan. After informing our office that you are having a satellite dish installed, please direct all further questions to one of the dealers on the list. We have nothing to do with the programming or equipment. That is between you, the dealer and Direct TV.

3. After installation, the outside dish and attachments become property of Pecan Grove (Kirbyville Housing Authority). You get to keep your receiver and remote, but at no time may you tamper with or remove the dish. If any installations are made by someone other than a qualified installer from our list, your dish is subject to removal by our maintenance staff, and you will be responsible for the cost of any repairs to your apartment.

Schedule of Maintenance & Other Charges

Resident Service Charges - Effective: 9/1/2001

<u>Description</u>	<u>Charges</u>
<u>Cleaning Charges</u> (after move-out)	
Bathroom tub, lavatory, commode, medicine cabinet	18.85
Extermination service (special call-out)	16.13
Final disinfecting / deodorizing of unit	15.00
Range	21.83
Refrigerator	13.07
Paint wall / remove wallpaper (per hour)	13.44
Trash removal (per hour)	11.56
Vehicles parked illegally	50.00, or actual tow charge (greater of two)
<u>Light Fixtures/Globes</u>	
Bulb (appliance) - electric/gas range	3.85
(appliance) - refrigerator/vent hood	1.00
Bulb (60 watt)	1.00
Interior light fixture - complete w/globe	10" 25.28 8" 18.27 6" 15.70
Interior light fixture- globe only	10" 14.45 8" 11.07 6" 9.87
Porch light fixture	24.33
<u>Other (miscellaneous)</u>	
Battery replacement (smoke alarm)	2.00
Cabinet repair	Priced on request
Cabinet replacement	Priced on request
Copies (if copier is available)	.10/page
Dryer vent- complete replacement	17.41
Dryer vent- hood replacement only	9.45
Medicine cabinet	35.33
Return check charge	25.00
Smoke Alarm replacement (damaged)	11.61
Storage fee (for property left in apt. after lease terminated)	4.60/day
Thermostat replacement (air/heat)	24.66

Trim ring (small)	4.73
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Page 3 Maintenance Charges (cont'd)

Range (gas)

Broiler Pan	19.13
Burner (fro	25.11
Burner (rea	22.94
Burner grid	8.81
Handle	9.82
Knob (burner)	4.83
Knob (oven)	4.66
Replacement	Priced on request
Shelf	17.95

Refrigerator

Chiller tray	22.78
Cross bar on door	10.57
Door seal	40.85
Handle	38.21
Ice trays	3.98
Replacement	Priced on request
Shelf	18.25
Vegetable pan cover	30.24
Vegetable pan	22.41

Windows & Doors

Door Knob - dummy	6.81
Door Knob - privacy knob assembly	17.08
Door Lock - dead bolt	30.51
Door Lock Changeout	23.22
Door Lock Replacement (standard interior)	16.82
Door Replacement (interior, bedroom, bath, closet door)	16.82
Keys Made	2.00
Lock Outs (during business hours)	7.50
(after business hours)	15.00
Peep Hole	7.71
Screen Door - complete replacement	151.11
Screen Door - latch	15.54
Screen Door - repair	25.15

Window glass replacement	29.75
Window screen - Complete	20.25
Window screen (screen mesh/channel only)	12.38

**DWELLING LEASE
HOUSING AUTHORITY OF THE CITY OF KIRBYVILLE, TEXAS**

This first page of your lease may change because of provisions in Section III. Resident agrees to replace this page as required. Resident agrees that the remainder of the lease shall remain in full force and effect.

State of Texas,
County of Jasper

I. IDENTIFICATION OF PARTIES AND PREMISES:

The Housing Authority identified above, (called Landlord in this lease) relying upon the statements, certifications, and other information provided by the Resident, also known as Resident in this Lease, concerning the household composition, income and employment of all family members as reported in Resident's signed Application for Admission or Continued Occupancy, agrees to lease to Resident

under the terms and conditions of this lease the premises designated as Apartment (Unit) No. _____ located at _____, Texas, (called premises in this lease) consisting of _____ bedrooms. By signing this lease Resident agrees to all the terms and conditions of this lease.

Members of Resident Household	Date of Birth	Relationship	Social Security Number
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

II. TERM, AMOUNT AND DUE DATE OF RENT, SECURITY DEPOSIT, AND OTHER CHARGES:

(A) Rent is due and payable in advance without notice on the first day of each month and is delinquent after the sixth (6th) day of the month. Resident will pay an amount equal to the number of days of actual occupancy multiplied by 1/30 of the monthly rent stipulated for the period beginning _____ and ending at midnight _____. Thereafter, Resident agrees to pay on the first of each month a monthly rent, in advance, of \$ _____. If a redetermination of rent determines an amount previously due but unpaid, (retroactive rent) such redetermined rent may be included in the amount stated above as due monthly. **A \$10.00 penalty is charged if rent is not paid by the sixth (6th) day of the month. If any portion of rent is still unpaid by the last day of the month, an additional late charge of \$10.00 will be charged.**

If Resident is late in payment of rent and the \$10.00 charge has been assessed three (3) times within a twelve (12) month period, a fourth (4th) such late payment within that twelve (12) month period shall be considered a serious Lease violation and grounds for termination of this Lease. Payment agreements may be established twice in a calendar year at the discretion of management, and only if request is made before the due date of the current rent.

It is understood that this lease, until terminated or modified as provided for herein, shall be automatically renewed for successive periods of one year each.

If Landlord must take legal action against Resident because of a violation by Resident of provisions of this lease, and Landlord prevails in such action, Resident may be charged attorney fees, costs of collection and court costs associated with the legal action.

Amounts due under this lease, other than rent, may be collected after Landlord gives Resident a 14 day written notice.

(B) Resident agrees to pay a security deposit equal to **\$175.00 or one month's rent**, whichever is greatest. The security deposit may be used by Landlord at the termination of the lease toward

payment of any rent or toward payment of any other costs made necessary because of Resident's occupancy of the premises. Otherwise, the security deposit, or any balance remaining, will be returned to Resident after the premises are vacated and all keys have been returned.

(C) Resident is advised that 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 device shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not less than \$300.00 nor more than \$500.00 or be punished at hard labor for the county not to exceed 60 days, or may be both fined and imprisoned, at the discretion of the court. (24-1-10, Code of Texas, 1975).

- (D) Utilities and Utility Charges: Landlord agrees to furnish **water, sewerage, garbage pickup and security lighting service** in the amounts specified in the posted Schedule of Utility Allowances. Resident agrees to furnish and maintain **electric service** and **gas service where applicable**.

Zero Tolerance Policy:

The Landlord has a zero tolerance policy with respect to violations of lease terms regarding drug and/or criminal activity. Residents and/or guests who engage in drug and other criminal activity will face swift eviction action as outlined in this lease.

THE HOUSING AUTHORITY OF THE CITY OF KIRBYVILLE, TEXAS

By:

Authorized Representative Date

Title

I have received a copy of this lease and I hereby declare that the facts given in my Application for Housing and Continued Occupancy are true. I understand that if these facts are not true, this lease will be terminated and I will be required to vacate.

Resident Date

Resident Date

Copies of all procedures, policy and other documents referred to in this lease are available for review upon request during the normal business hours of Landlord.

Approved 8/2001

III. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY:

- (A) Once a year, or as otherwise required by Landlord, Resident agrees to furnish a signed statement and certification containing accurate information regarding family income, employment and family composition, for use by Landlord in redetermining rent, dwelling size and continued eligibility for assisted housing. In the event of failure or refusal of Resident to report such information as required, Landlord may terminate this lease. The redetermination of rent and redetermination of proper dwelling size will be made in accordance with Landlord's computation of rents and Landlord's posted policies governing occupancy. When the Landlord redetermines the amount of rent payable by the Resident or determines that the Resident must transfer to another unit based on family composition, the Landlord shall notify the Resident that the Resident may ask for an explanation stating the specific grounds of the Landlord's determination, and that if the Resident does not agree with the determination, the Resident may request a hearing under the Landlord's grievance procedure. The Resident must disclose to the Landlord any information received from HUD concerning family income, earnings, wages, or unemployment compensation.
- (B) Monthly rent as shown on page one (1) of this lease, or as adjusted in accordance with the provisions herein, will remain in effect for the period between regular rent determinations, unless there is a change in family income or family composition.
- (C) Within ten (10) calendar days after there is a change in family income or family composition, Resident agrees to provide to Landlord verifiable information regarding such change.
- (D) Changes in rent will be made as follows:
 - 1. Resident agrees to pay any increase in rent resulting from an increase in family income the first of the second month following the date in which such increase in family income occurred, and to pay any back (retroactive) rent due because of failure on the part of the Resident to report such increase in family income;
 - 2. A decrease in rent resulting from a decrease in family income will be effective the first of the month following the date the decrease in family income is reported **and verified in writing**;
 - 3. Resident agrees to pay any increase in rent resulting from the implementation of changes in rent computation or increases due to changes in regulations, policies or procedures requiring implementation by the United States Department of Housing and Urban Development (HUD).
 - 4. Rent will not be reduced when there is a reduction in welfare payments received because of non-compliance with an economic self-sufficiency program, work activities requirements, and/or fraud in the welfare program.
 - 5. **MINIMUM RENT HARDSHIP EXEMPTIONS:**

The HA shall immediately grant an exemption from application of the minimum monthly rent to any family making a proper request in writing who is unable to pay because of financial hardship, which shall include:

The family has lost eligibility for, or is awaiting an eligibility determination for a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the immigration and nationalization act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

The family would be evicted as a result of the implementation of the minimum rent.

The income of the family has decreased because of changed circumstance, including loss of employment.

A death in the family has occurred which affects the family circumstances.

Other circumstances which may be decided by the HA on a case by case basis.

All of the above must be proven by the Resident providing verifiable information in writing to the HA prior to the rent becoming delinquent and before the lease is terminated by the HA.

If a resident requests a hardship exemption (**prior to the rent being delinquent**) under this section, and the HA reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during a ninety day period beginning upon the making of the request for the exemption. A resident may not be evicted during the ninety day period for non-payment of rent. In such a case, if the resident thereafter demonstrates that the financial hardship is of a long term basis, the HA shall retroactively exempt the resident from the applicability of the minimum rent requirement for such ninety day period. This Paragraph does not prohibit the HA from taking eviction action for other violations of the lease.

IV. OBLIGATION OF RESIDENT; RESIDENT AGREES:

Special Definitions Section:

Drug Related Criminal Activity: The term drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined by Federal or State of Texas Controlled Substances Acts.

Guest: For purposes of this lease, the term "**guest**" means a person on the premises with the consent of a household member.

- (A) Not to assign the lease or to sublease the premises;
- (B) Not to provide accommodations for boarders, lodgers, or others not listed on the lease as household members except as provided in paragraph (D) of this Section, and not to allow any person not on the lease to use a housing authority address as his/her mailing address without the written permission of management;
- (C) To use the premises solely as a private dwelling for the Resident and the Resident's household members identified in the lease, and not to use or permit its use for any other purpose except as provided for in Section V.(B) of this lease;
- (D) That guests may visit with consent of a household member. The Resident agrees that no member of the Resident household authorized to reside in the unit shall have an overnight guest for more than three (3) days within a calendar month without the prior written consent of the Landlord;
- (E) To abide by necessary and reasonable regulations promulgated by Landlord for the benefit and well-being of all Residents;
- (F) To comply with all obligations imposed upon Residents by applicable provisions of building and housing codes that materially affect health and safety;
- (G) To keep the premises, and such other areas as may be assigned to the Resident for the Resident's exclusive use, in a clean and safe condition;
- (H) To dispose of all ashes, garbage, rubbish, and other waste from the premises in a safe and sanitary manner (bagged and tied);
- (I) Resident agrees to enter into a contract(s) with the local utility companies for utilities not furnished by the Landlord, and agrees to maintain contract(s) in force and effect during tenancy for delivery of utility services to Resident's premises. Resident agrees that failure to maintain continuous utility service (more than 72 hrs. without service) is considered to be a serious breach of this lease in that the cessation of service of gas, electricity or water is a threat to the safety and health of Residents of the Landlord. Landlord will not be responsible for failure to furnish utilities by reason of any cause beyond Landlord's control;
- (J) To refrain from, and to cause the household members and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or complex;

- (K) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, or to the complex (including damage to buildings, facilities or common areas) caused by the Resident, a member of the Resident household or a guest.
- (L) To act, and cause household members or guests to act, in a manner which will not disturb other Residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition;
- (M) To assure that the Resident, other persons under the Resident's control, any member of the Resident's household, or a guest, shall not engage in:
 1. Any criminal activity on or off the Landlord's premises that the Landlord determines may interfere with or threaten the health, safety, or right to peaceful enjoyment of the premises by other Residents, employees of the Landlord or any other person lawfully on the Landlord's premises.
 2. Any drug-related criminal activity on or off such premises; or any activity by a resident or guest in which the Landlord determines that a resident or guest is illegally using or possessing a controlled substance, including but not limited to drugs or drug paraphernalia. Resident further agrees to allow random inspections/searches of their (or their guest's) vehicles, person, property, or apartment at the discretion of management. Reasonable cause for inspection includes the alerting of a trained drug dog upon an apartment or vehicle on HA property.
 3. Abuse of alcohol where the Landlord determines it has reasonable cause to believe that such illegal use (or pattern of illegal use) of a controlled substance, or abuse (or pattern of abuse) of alcohol, may interfere with the health, safety, or right to peaceful enjoyment of the premises by other Residents, employees of the Landlord, or persons legally on the premises

VIOLATIONS OF THIS SECTION (M) SHALL BE CONSIDERED TO BE A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THIS LEASE. A CRIMINAL CONVICTION OR ARREST IS NOT NECESSARY FOR THIS LEASE TO BE TERMINATED AND FOR EVICTION ACTIONS TO BEGIN. CRIMINAL ACTIVITY OR DRUG RELATED CRIMINAL ACTIVITY IS CAUSE FOR EVICTION UNDER SECTION XIV WITHOUT AN ARREST OR CONVICTION.

- (N) Not to keep or use inflammable materials on the premises, such as gasoline, kerosene, mineral spirits, turpentine, paint, motor oil or other inflammable materials or explosives (including fireworks);
- (O) Not to display any signs whatsoever, and not to use tacks, nails, screws, or any fasteners on any part of the premises except and under the conditions prescribed by Landlord;
- (P) Not to keep or allow dogs, cats, or any other animals or pets on the premises without the prior written consent of Landlord and in accordance with the Landlord's pet policy. A properly executed pet lease is required

before any animal may enter the apartment. Feeding stray animals on the property is forbidden.

- (Q) To pay when due all charges due under this lease;
- (R) Not to install any clothes dryer, additional telephones, trees, shrubs, fences, additional locks, fixtures, radio or television antenna, or make any other alterations to the premises or grounds without the prior written consent of the Landlord and then only under the conditions given by the Landlord for such consent;
- (S) To use only in a reasonable, safe, and intended manner and only for the purpose intended, all utilities and electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other equipment and facilities;
- (T) To immediately report to the Landlord any accident or injury or damage to pipes, toilets, drains, electric wires, equipment, or other property of the Landlord, and any other breakage or loss of any kind;
- (U) To park motorized vehicles only in designated parking areas and never on grassed areas; not to display vehicles for sale; not to grease, change oil, wash, or make major repairs to such vehicles on the premises; not to leave or park motorized vehicles in an inoperative condition, and to maintain current registration and inspection stickers;
- (V) To notify Landlord on or before any extended absence from the premises in excess of fifteen (15) calendar days;
- (W) To complete an additional application for the addition of a family member due to marriage or other legitimate reason, prior to the person or persons moving into the premises.
- (X) Not to illegally discharge any type of firearm including BB and CO₂ guns, and not to possess any illegal and/or unregistered firearm in or near the premises. Residents also must not possess or discharge fireworks of any kind.
- (Y) To transfer to an appropriate size dwelling unit based on family composition, upon notice by the Landlord that such a dwelling unit is available.
- (Z) To furnish complete and accurate written information in a timely manner.
- (AA) To correct any violation (other than a lease termination of tenancy/demand for possession) within seven (7) calendar days of receipt of written notice from the Landlord of the specific violation, except as provided to the contrary herein.
- (BB) To promptly remove any personal property left on the Landlord property when Resident leaves, abandons or surrenders the dwelling.
- (CC) Resident and family members agree that any person who is under a notice of trespassing will not be allowed in or near the dwelling unit It will be a serious violation of this lease to allow any such person on or near the dwelling unit after notice to resident of the person's name and nature of trespass notice.
- (DD) Resident and family members agree that any non-exempt adult family member must on a monthly basis contribute eight (8) hours of community service or participate in a self-sufficiency program for eight (8) hours.

Non-compliance with this requirement will result in this lease not being renewed.

(EE) To abide/have all guests abide by the KHA curfew of 11:00 pm each night on all KHA property. This does not restrict your freedom to come and go as you please, but no one may loiter outside the apartments (in or out of vehicles, in streets, driveways, parking areas, or yards) after 11:00 pm.

V. RESIDENT'S RIGHT TO USE AND OCCUPANCY:

(A) The Resident, and members of the household authorized to reside on the premises in accordance with the lease, shall have the right to exclusive use and occupancy of the premises, including reasonable accommodation of guests. For purposes of this lease, the term "*guest*" means a person on the premises with the consent of a household member.

(B) With the prior written consent of the Landlord, Resident and members of the household may engage in legal profit-making activities on the premises, when the Landlord determines that such activities are incidental to the primary use of the premises for a residence by members of the household.

(1) With the prior written consent of the Landlord, a foster child or a live-in aide may reside on the premises. The factors considered by the Landlord in determining whether or not consent is granted may include:

(a) Whether the addition of a new occupant may require a transfer of the family to another unit, and whether such units are available.

(b) The Landlord's obligation to make reasonable accommodation for handicapped persons.

(2) *Live-in aide* means a person who resides with an elderly, disabled or handicapped person and who:

(a) Is determined to be essential to the care and well-being of the person;

(b) Is not obligated for the support of the person; and

(c) Would not be living in the unit except to provide the necessary supportive services.

VI. ENTRY OF PREMISES DURING TENANCY:

Landlord may enter the premises under the following conditions:

(A) Landlord shall, upon written notification delivered to premises in advance at least two (2) calendar days, be permitted to enter the premises during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the premises for re-leasing.

(B) Landlord may enter the premises at any time without advance notification when Resident requests repairs, maintenance, or services, when there is reason to believe an emergency exists, when permission is given by an adult member of the household, or when there is reasonable cause or suspicion for inspection.

(C) In the event Resident and all adult members of the household are absent from the premises at the time of entry, Landlord shall leave a notice specifying the date, time and purpose of entry prior to leaving the premises.

VII. OBLIGATIONS OF LANDLORD; LANDLORD AGREES:

(A) To maintain the premises and other KHA premises in decent, safe, and sanitary condition;

(B) To comply with requirements of applicable building codes, housing codes, and U.S. Department of Housing and Urban Development regulations that materially affect health and safety;

(C) To make necessary repairs to the premises;

(D) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances supplied or required to be supplied by Landlord. Provided, however, that the Landlord is not responsible for damages caused by the malfunction of a refrigerator or freezer which causes damage to food or other personal property;

(E) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Resident family) for the deposit of ashes, garbage, rubbish and other waste removed from the dwelling unit by the Resident in accordance with Section IV.(H) of this lease;

(F) To supply running water, reasonable amounts of hot water, and reasonable amounts of heat and air-conditioning at appropriate times of the year (according to local custom and usage) except where the building that includes the premises is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection.

(G) To post schedules of special charges for services, repairs and utilities and rules and regulations which are incorporated by reference in this lease in the Landlord's office and to furnish such documents to Residents and applicants upon request. Such schedules, rules and regulations may be modified from time to time by the Landlord provided that the Landlord shall give at least 30-days written notice to each affected resident setting forth the proposed modification, the reasons therefor, and providing the Resident an opportunity to present written comments which shall be taken into consideration by the Landlord prior to the proposed modification becoming effective. A copy of such notice of proposed modification shall be:

1. Delivered directly or mailed to each Resident; or
2. Posted in at least three (3) conspicuous places within the Housing Authority.

(H) To post in the office or Resident's complex, or if there is not a property office, the central office of the Landlord, copies of all rules, regulations, schedules of charges and other documents which are part of this agreement, whether by attachment or reference, and to make any changes or modifications available to Resident.

VIII. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY:

In the event the premises are damaged to the extent that conditions are hazardous to life, health or safety of the Residents, it is agreed that the following terms and conditions apply:

(A) The Resident shall immediately notify Landlord of the damage;

(B) The Landlord shall be responsible for repair of the unit within a reasonable time: *Provided*, That if the damage was caused by the Resident, Resident's household members or guests, the reasonable cost of the repairs shall be charged to the Resident;

(C) Landlord shall offer standard alternate accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time;

(D) Rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with Paragraph (B) of this Section or alternative accommodations not provided in accordance with Paragraph C of this Section, except that no abatement of rent shall occur if the Resident rejects the alternative accommodation or if the damage was caused by the Resident, members of the Resident household or guests.

IX. ABANDONED PROPERTY AND FURNISHINGS:

Upon the abandonment of the premises, the Resident hereby appoints the Landlord and/or the Landlord's employees, as Resident's agent, to remove all personal property of whatever nature, including furniture and equipment left in or about the premises. The Landlord shall inventory the property of the

abandoned premises prior to removal and storage and shall have the making of the inventory witnessed. The Resident hereby further appoints the Landlord and/or the Landlord's employees, as Resident's agent(s), to hold the said property for a period of thirty (30) calendar days and, if not claimed by the Resident within such thirty (30) calendar days after the Resident has abandoned the premises, then the Landlord is hereby authorized to donate said property to a charitable institution or sell the property to recover any rent or charges accruing due to the storage of the property, or otherwise dispose of said property. The Landlord may take possession of the dwelling after the Resident has moved out. In the absence of actual knowledge of abandonment, it shall be presumed that Resident has abandoned the dwelling if Resident is absent from the dwelling for a period of fifteen (15) days from date of discovery, the rent is not current, and Resident has not notified the Landlord in writing in advance of an intended absence, or otherwise as provided in this Agreement.

X. NOTICES:

- (A) The Landlord shall notify the Resident of the specific grounds for any proposed adverse action by Landlord. Such adverse action includes, but is not limited to, a lease termination/demand for possession (if applicable), transfer of the Resident to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.
- (B) The Landlord shall notify the Resident of the opportunity for a hearing under the Landlord's grievance procedure for a grievance concerning a proposed adverse action except as provided in Section XII.(F) of this lease:
 - (1) The notice of proposed adverse action shall inform the Resident 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 in accordance with Section XI.(B) shall constitute adequate notice of proposed adverse action.
 - (2) In the case of a proposed adverse action other than a lease termination/demand for possession, the Landlord shall not take the proposed action until the time for the Resident to request a grievance hearing has expired, and (if a hearing was timely requested by the Resident) the grievance process has been completed.

XI. NOTICE PROCEDURES:

- (A) The Landlord and the Resident in giving notice one to the other shall use the following procedures:
 - (1) Except as provided in paragraph C of this Section, notices to the Resident shall be in writing and either delivered to Resident or an adult member of Resident's household, or sent by prepaid first class mail, registered mail, or certified mail properly addressed to Resident. Resident shall be permitted to specify in writing any other address, if different from the address of Resident's dwelling, to which notice should be sent. If not otherwise specified, notice sent to the Resident's present dwelling shall be sufficient.

Return receipt for delivery of registered or certified mail shall be sufficient evidence that notice was given, whether signed or unsigned. The non-return of a first class mailing

shall be considered as receipt by the Resident, in accordance with Texas Law.

Resident agrees that in the absence of a forwarding address being submitted to the Landlord in writing, Resident's address indicated above shall serve as Resident's last known address for purposes of the laws of this state or Federal law.

- (2) Notice to the Landlord shall be in writing, delivered to the KHA office or the Landlord's central office or sent by U.S. first class mail properly addressed.
- (B) Notice to terminate/vacate from Landlord shall comply with Texas Law. They shall be in writing and such notice shall be delivered to the Resident or an adult member of Resident's household or sent pre-paid first-class mail properly addressed to Resident.
- (C) If the Resident is visually impaired, all notices must be in a format understandable by Resident.

XII. TERMINATION OF TENANCY AND EVICTION:

- (A) Landlord shall not terminate or refuse to renew this lease other than for serious or repeated violations of material terms of this lease such as failure to make payments due under this lease or to fulfill obligations of Resident set forth in this lease or for other good cause.
- (B) The Landlord shall give written notice of lease termination/demand for possession of:
 - (1) 14 calendar days in the case of failure to pay rent;
 - (2) A reasonable time considering the seriousness of the situation (but not less than 3 calendar days) when the health or safety of other Residents or Landlord's employees is threatened; and
 - (3) 30 calendar days in any other case.
- (C) The notice of lease termination/demand for possession shall state specific grounds for termination, and shall inform the Resident of the Resident's right to make such reply as the Resident may wish. These notices may be combined into one document. When the Landlord is required to afford the Resident the opportunity for a grievance hearing, the notice shall also inform the Resident of the Resident's right to request a hearing in accordance with the Landlord's grievance procedure. The Landlord shall provide the Resident a reasonable opportunity to examine, at the Resident's written request, before a grievance hearing or judicial proceeding concerning a termination of tenancy or eviction, any documents, including records and regulations, which are in the possession of the Landlord, and which are directly relevant to the termination of tenancy or eviction. The Resident shall be provided a copy of any such document at the Resident's expense.
- (D) Any federally and state required notices shall run concurrently.

(E) When the Landlord is required to afford the Resident the opportunity for a hearing under the Landlord's grievance procedure for a grievance concerning the lease termination, the tenancy shall not terminate (even if any notice period provided for in Section XII. has expired) until the time for the Resident to request a grievance hearing has expired, and (if a hearing was timely requested by the Resident) the grievance process has been completed.

(F) When the Landlord is not required to afford the Resident the opportunity for a hearing under the Landlord's grievance procedure, the notice of lease termination/demand for possession under this lease shall:

- (1) State that the Resident is not entitled to a grievance hearing on the termination.
- (2) Specify the judicial eviction procedure to be used by the Landlord for eviction of the Resident, and state that the U.S. Department of Housing and Urban Development has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in U.S. Department of Housing and Urban Development regulations.
- (3) State whether the eviction is for any activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Landlord; or any criminal activity or drug -related criminal activity on or off such premises.

XIII. EVICTION ONLY BY COURT ACTION:

The Landlord may evict the Resident from the unit only by complying with State of Texas statutory eviction requirements.

XIV. EVICTION FOR CRIMINAL ACTIVITY:

- (A) *Landlord discretion to consider circumstances.* In deciding to evict for criminal activity, the Landlord shall have discretion to consider all the circumstances, including the seriousness of the offense, the extent of participation by family members, and the effects that the eviction would have on family members not involved in the criminal activity. In appropriate cases, the Landlord may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the criminal activity will not reside or be present on the premises without permission of the Landlord. A Landlord may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside on the premises.
- (B) *Notice to Post Office.* When Landlord evicts an individual or family from the premises for engaging in criminal activity, including drug-related criminal activity, the Landlord shall notify the local post office serving the premises that such individual or family is no longer residing on the premises.

XV. ACCOMMODATION OF PERSONS WITH DISABILITIES:

(A) A handicapped person shall be provided reasonable accommodation to the extent necessary to provide the handicapped person with an opportunity to use and occupy the dwelling unit equal to a non-handicapped person.

(B) The Landlord shall provide a notice to each Resident that the Resident may, at any time during the tenancy, request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that the Resident can meet lease requirements or other requirements of tenancy.

XVI. LEASE CHANGES:

Changes to this lease must be made by written addenda to this lease executed by both parties except for changes provided for in Section VII.(H) of this lease.

XVI. FAILURE TO PERFORM:

Resident agrees that failure of the Landlord to insist upon strict performance of terms, covenants, agreements and conditions contained in this Lease, shall not constitute or be construed as a waiver or relinquishment of the Landlord's rights thereafter to enforce any such terms, covenant, agreement or condition and the same shall continue in full force and effect.

XVII. SEVERABILITY:

If any provision of this lease is declared illegal or void in judicial proceedings, the remaining provisions herein shall remain in full force and effect.

XIX. SOLICITATION, TRESPASSING AND EXCLUSION OF NON-RESIDENTS

The Landlord is committed to providing a decent, safe and sanitary environment throughout the Landlord's property. The Resident hereby delegates to the Landlord, or agrees to the Landlord's reservation of the following rights to aid in providing a decent, safe and sanitary environment throughout the Landlord's property:

(A) Resident delegates to the Landlord the right, to be exercised by its employees and authorized agents, to regulate solicitation and prohibit trespassing on Landlord property by non-Residents of the Landlord, unless the express written permission of the Landlord is properly obtained in advance and in accordance with any applicable policies and/or procedures of the Landlord. The Landlord shall exercise this right to the extent allowable by all applicable laws and/or regulations.

(B) The Landlord reserves the right, to be exercised by its employees and authorized agents, to exclude non-Residents, including but not limited to: guests (as defined herein) who, (i) conduct themselves in a manner to disturb the Resident's peaceful enjoyment of their accommodations, community facilities or other areas of Landlord property; (ii) engage in illegal or other activity which would impair the physical and social environment on Landlord premises; (iii) engage in any activity that may threaten the health, safety or peaceful enjoyment of Landlord premises by Residents of the Landlord, employees of the Landlord or persons lawfully on the premises; (iv) engage in criminal activity or drug-related criminal activity (as defined herein), on or off Landlord premises; (v) engage in destroying, defacing, damaging or removing Landlord equipment, vehicles and/or any part of the dwellings, buildings, facilities, or other areas of Landlord premises; (vi) engage in the illegal use or illegal possession of firearms and/or other offensive weapons anywhere on Landlord premises; and/or (vii) intentionally violate necessary rules, regulations, policies and/or procedures set forth by the Landlord for the benefit

and well being of Landlord, Residents, employees and premises, in effect at the time this Agreement is entered into and hereafter promulgated by the Landlord, of which such non-Residents have been made aware. Landlord shall exercise this right to the extent allowable by all applicable laws and/or regulations.

THE LANDLORD RESERVES THE RIGHT TO SECURE THE DWELLING AND/OR REMOVE THE RESIDENT'S PERSONAL PROPERTY TO A STORAGE FACILITY UPON THE DEATH OR INCAPACITY OF A SOLE RESIDENT, UNTIL SUCH TIME AS A PROPERLY VERIFIED PERSONAL REPRESENTATIVE, NEXT OF KIN, OR RESIDENT'S BENEFICIARY (AS LISTED BELOW), EXECUTES THE PROPER RECEIPTS REQUIRED BY THE LANDLORD FOR THE RESIDENT'S PERSONAL PROPERTY, OR HAS RECEIVED A COURT ORDER GIVING ACCESS, CONTROL OR POSSESSION TO RESIDENT'S PERSONAL PROPERTY.

XX. DESIGNATION OF BENEFICIARY

Resident designates the following adult person as Resident's beneficiary to be responsible for removal of Resident's personal property in the event of the death or incapacity of a sole Resident, or in the event that this agreement is terminated by the Landlord and Resident is otherwise unavailable:

NAME _____

RELATIONSHIP _____

ADDRESS _____

HOME PHONE _____

BUSINESS PHONE _____

Property shall be stored as set forth in the Abandoned Property portion of this lease, and all costs incurred by the Landlord pursuant to the schedule of charges shall be repaid prior to the removal of the property as provided herein. If the property is not removed within 30 days of notice, the Landlord may dispose of the property as provided in this agreement.

XXI. AVAILABILITY OF GRIEVANCE PROCEDURE:

All grievances concerning the obligations of the Resident or the Landlord under this lease shall (except as provided in Section XII(F) of this lease) be resolved in accordance with the Landlord's grievance procedure.

XXII. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTION:

The Landlord and the Resident or a representative of the Resident shall inspect the premises prior to commencement of occupancy by the Resident. The Landlord will furnish the Resident with a written statement of the condition of the premises, and the equipment provided with the premises. The statement shall be signed by the Landlord and the Resident, and a copy of the statement shall be retained by the Landlord in the Resident's files. The Landlord shall inspect the premises when the Resident vacates the premises and furnish the Resident with a statement of any charges to be made in accordance with Section IV.(K) of this lease. Resident shall be provided an opportunity to participate in the termination inspection unless the Resident has vacated the premises without notice to the Landlord.

THE LANDLORD SHALL NOT BE RESPONSIBLE TO RESIDENT FOR CONDITIONS CREATED OR CAUSED BY THE NEGLIGENT OR WRONGFUL ACTS OR OMISSIONS BY RESIDENT, MEMBERS OF RESIDENT'S HOUSEHOLD, OTHER PERSONS OR GUESTS, AS DEFINED HEREIN. THE RESIDENT ACKNOWLEDGES THAT HE/SHE SHOULD CONSIDER OBTAINING RENTER'S INSURANCE TO COVER PERSONAL PROPERTY.

ANY DRUG RELATED OR CRIMINAL ACTIVITY SHALL BE CONSIDERED TO BE A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THIS LEASE. A CRIMINAL CONVICTION OR ARREST IS NOT NECESSARY FOR THIS LEASE TO BE TERMINATED AND FOR EVICTION ACTIONS TO BEGIN. CRIMINAL ACTIVITY OR DRUG RELATED CRIMINAL ACTIVITY IS CAUSE FOR EVICTION WITHOUT AN ARREST OR CONVICTION.

RESIDENT

RESIDENT

REPRESENTATIVE OF HOUSING AUTHORITY

TITLE