

# PHA Plans

## Streamlined Annual Version

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

OMB No. 2577-0226  
(exp. 05/31/2006)

---

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937 that introduced 5-year and annual PHA Plans. The full PHA plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form allows eligible PHAs to make a streamlined annual Plan submission to HUD consistent with HUD's efforts to provide regulatory relief for certain types of PHAs. Public reporting burden for this information collection is estimated to average 11.7 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Privacy Act Notice.** The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Information in PHA plans is publicly available.

---

# Streamlined Annual PHA Plan for Fiscal Year: 2004

**PHA Name:**

**Housing Authority of the City of Elsa**

Version 02

**NOTE: This PHA Plan template (HUD-50075-SA) is to be completed in accordance with instructions contained in previous Notices PIH 99-33 (HA), 99-51 (HA), 2000-22 (HA), 2000-36 (HA), 2000-43 (HA), 2001-4 (HA), 2001-26 (HA), 2003-7 (HA), and any related notices HUD may subsequently issue.**

## Streamlined Annual PHA Plan Agency Identification

**PHA Name:** Housing Authority of the City of Elsa      **PHA Number:** TX224

**PHA Fiscal Year Beginning:** (mm/yyyy) 04/2004

**PHA Programs Administered:**

**Public Housing and Section 8**     **Section 8 Only**     **Public Housing Only**  
Number of public housing units: **116**      Number of S8 units: **93**

**PHA Consortia: (check box if submitting a joint PHA Plan and complete table)**

Participating PHAs	PHA Code	Program(s) Included in the Consortium	Programs Not in the Consortium	# of Units Each Program
Participating PHA 1:				
Participating PHA 2:				
Participating PHA 3:				

**PHA Plan Contact Information:**

Name: Rolando Arce, Executive Director    Phone: 1-956-262-1231  
TDD:      Email (if available): elsaha26@hotmail.com

**Public Access to Information**

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

PHA's main administrative office     PHA's development management offices

**Display Locations For PHA Plans and Supporting Documents**

The PHA Plan revised policies or program changes (including attachments) are available for public review and inspection.     Yes     No.

If yes, 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)

**Streamlined Annual PHA Plan**  
**Fiscal Year 2004**  
[24 CFR Part 903.12(c)]

**Table of Contents**

[24 CFR 903.7(r)]

Provide a table of contents for the Plan, including applicable additional requirements, and a list of supporting documents available for public inspection.

<b>CONTENTS</b>	<b>PAGE #</b>
<b>A. PHA PLAN COMPONENTS</b>	
<input type="checkbox"/> 1. Site-Based Waiting List Policies	4
<b>903.7(b)(2) Policies on Eligibility, Selection, and Admissions</b>	
<input checked="" type="checkbox"/> 2. Capital Improvement Needs	5
<b>903.7(g) Statement of Capital Improvements Needed</b>	
<input type="checkbox"/> 3. Section 8(y) Homeownership	6
<b>903.7(k)(1)(i) Statement of Homeownership Programs</b>	
<input type="checkbox"/> 4. Project-Based Voucher Programs	7
<input checked="" type="checkbox"/> 5. PHA Statement of Consistency with Consolidated Plan. Complete only if PHA has changed any policies, programs, or plan components from its last Annual Plan.	8
<input checked="" type="checkbox"/> 6. Supporting Documents Available for Review	9
<input checked="" type="checkbox"/> 7. Capital Fund Program and Capital Fund Program Replacement Housing Factor, Annual Statement/Performance and Evaluation Report ( <i>see attachment o</i> )	
<input checked="" type="checkbox"/> 8. Capital Fund Program 5-Year Action Plan ( <i>see attachment c</i> )	
<input checked="" type="checkbox"/> <b>Required Attachments</b>	
- <i>Summary of Policy or Program Changes for Upcoming Year (tx224a02)</i>	
- <i>Capital Fund Program Annual Statement (tx224b02)</i>	
- <i>Capital Fund Program 5 Year Action Plan (tx224c02)</i>	
- <i>Resident Membership on PHA Board or Governing Body (tx224d02)</i>	
- <i>Membership of Resident Advisory Board or Boards (tx224e02)</i>	
- <i>Statement of Progress (tx224f02)</i>	
- <i>Deconcentration statement (tx224g02)</i>	
- <i>Voluntary Conversion Required Initial Assessment (tx224h02)</i>	
- <i>Deconcentration and Income Mixing Policy (tx224i02)</i>	
- <i>Community Service Policy (tx224j02)</i>	
- <i>Pet Ownership Policy (Family) (tx224k02)</i>	
- <i>Pet Ownership Policy (Elderly/disabled) (tx224l02)</i>	
- <i>Substantial Deviation and Significant Amendment or Modification definition (tx224m02)</i>	
- <i>RASS Follow-up Plan (tx224n02)</i>	
- <i>2002 Performance and Evaluation Report (tx224o02)</i>	
- <i>2003 Performance and Evaluation Report (tx224p02)</i>	
- <i>2001 Performance and Evaluation Report (tx224q02)</i>	

**B. SEPARATE HARD COPY SUBMISSIONS TO LOCAL HUD FIELD OFFICE**

**Form HUD-50076, PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the Streamlined Annual Plan** identifying policies or programs the PHA has revised since submission of its last Annual Plan, and including Civil Rights certifications and assurances the changed policies were presented to the Resident Advisory Board for review and comment, approved by the PHA governing board, and made available for review and inspection at the PHA’s principal office;

For PHAs Applying for Formula Capital Fund Program (CFP) Grants:

**Form HUD-50070, Certification for a Drug-Free Workplace;**

**Form HUD-50071, Certification of Payments to Influence Federal Transactions;** and

**Form SF-LLL & SF-LLLa, Disclosure of Lobbying Activities.**

**1. Site-Based Waiting Lists (Eligibility, Selection, Admissions Policies) N/A**

[24 CFR Part 903.12(c), 903.7(b)(2)]

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

**A. Site-Based Waiting Lists-Previous Year**

1. Has the PHA operated one or more site-based waiting lists in the previous year? If yes, complete the following table; if not skip to B.

<b>Site-Based Waiting Lists</b>				
<b>Development Information:</b> (Name, number, location)	<b>Date Initiated</b>	<b>Initial mix of Racial, Ethnic or Disability Demographics</b>	<b>Current mix of Racial, Ethnic or Disability Demographics since Initiation of SBWL</b>	<b>Percent change between initial and current mix of Racial, Ethnic, or Disability demographics</b>

2. What is the number of site based waiting list developments to which families may apply at one time? \_\_\_ **N/A**
3. How many unit offers may an applicant turn down before being removed from the site-based waiting list? \_\_\_ **N/A**

4.  Yes  No: Is the PHA the subject of any pending fair housing complaint by HUD or any court order or settlement agreement? If yes, describe the order, agreement or complaint and describe how use of a site-based waiting list will not violate or be inconsistent with the order, agreement or complaint below: *N/A*

**B. Site-Based Waiting Lists – Coming Year**

*Not Applicable – PHA does not plan to operate site-based waiting lists.*

If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to next component.

1. How many site-based waiting lists will the PHA operate in the coming year? *N/A*
2.  Yes  No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)? *N/A*  
If yes, how many lists?
3.  Yes  No: May families be on more than one list simultaneously *N/A*  
If yes, how many lists?
4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)? *N/A*
- PHA main administrative office
  - All PHA development management offices
  - Management offices at developments with site-based waiting lists
  - At the development to which they would like to apply
  - Other (list below)

**2. Capital Improvement Needs**

[24 CFR Part 903.12 (c), 903.7 (g)]

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

**A. Capital Fund Program**

1.  Yes  No Does the PHA plan to participate in the Capital Fund Program in the upcoming year? If yes, complete items 7 and 8 of this template (Capital Fund Program tables). If no, skip to B.
2.  Yes  No: Does the PHA propose to use any portion of its CFP funds to repay debt incurred to finance capital improvements? If so, the PHA must identify in its annual and 5-year capital plans the development(s) where such improvements will be made and show both how the proceeds of the financing will be used and the amount of the annual payments required to

service the debt. (Note that separate HUD approval is required for such financing activities.).

**B. HOPE VI and Public Housing Development and Replacement Activities (Non-Capital Fund)**

**Applicability:** All PHAs administering public housing. Identify any approved HOPE VI and/or public housing development or replacement activities not described in the Capital Fund Program Annual Statement.

1.  Yes  No: Has the PHA received a HOPE VI revitalization grant? (if no, skip to #3; if yes, provide responses to the items on the chart located on the next page, copying and completing as many times as necessary).

2. Status of HOPE VI revitalization grant(s): *N/A*

HOPE VI Revitalization Grant Status	
a. Development Name:	
b. Development Number:	
c. Status of Grant:	
	<input type="checkbox"/> Revitalization Plan under development
	<input type="checkbox"/> Revitalization Plan submitted, pending approval
	<input type="checkbox"/> Revitalization Plan approved
	<input type="checkbox"/> Activities pursuant to an approved Revitalization Plan underway

3.  Yes  No: Does the PHA expect to apply for a HOPE VI Revitalization grant in the Plan year?  
If yes, list development name(s) below:

4.  Yes  No: Will the PHA be engaging in any mixed-finance development activities for public housing in the Plan year? If yes, list developments or activities below:

5.  Yes  No: Will the PHA be conducting any other public housing development or replacement activities not discussed in the Capital Fund Program Annual Statement? If yes, list developments or activities below:

**3. Section 8 Tenant Based Assistance--Section 8(y) Homeownership Program**  
(if applicable) [24 CFR Part 903.12(c), 903.7(k)(1)(i)]

1.  Yes  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 the next component; if "yes", complete

each program description below (copy and complete questions for each program identified.)

2. Program Description: *N/A*

a. Size of Program

Yes  No: Will the PHA limit the number of families participating in the Section 8 homeownership option?

If the answer to the question above was yes, what is the maximum number of participants this fiscal year?

b. PHA-established eligibility criteria

Yes  No: Will the PHA's program have eligibility criteria for participation in its Section 8 Homeownership Option program in addition to HUD criteria? If yes, list criteria:

c. What actions will the PHA undertake to implement the program this year (list)?

3. Capacity of the PHA to Administer a Section 8 Homeownership Program: *N/A*

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

- Establishing a minimum homeowner down payment requirement of at least 3 percent of purchase price and requiring that at least 1 percent of the purchase price 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.
- Partnering with a qualified agency or agencies to administer the program (list name(s) and years of experience below):
- Demonstrating that it has other relevant experience (list experience below):

#### **4. Use of the Project-Based Voucher Program**

##### **Intent to Use Project-Based Assistance**

Yes  No: Does the PHA plan to "project-base" any tenant-based Section 8 vouchers in the coming year? If the answer is "no," go to the next component. If yes, answer the following questions.

1.  Yes  No: Are there circumstances indicating that the project basing of the units, rather than tenant-basing of the same amount of assistance is an appropriate option? If yes, check which circumstances apply: *N/A*

- low utilization rate for vouchers due to lack of suitable rental units
- access to neighborhoods outside of high poverty areas
- other (describe below:)

2. Indicate the number of units and general location of units (e.g. eligible census tracts or smaller areas within eligible census tracts): *N/A*

## **5. PHA Statement of Consistency with the Consolidated Plan**

[24 CFR Part 903.15]

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary) only if the PHA has provided a certification listing program or policy changes from its last Annual Plan submission.

1. Consolidated Plan jurisdiction: (provide name here) *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 on its waiting lists 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 the initiatives contained in the Consolidated Plan. (list below)
  - *Reduce vacancies in public housing*
  - *Expand the Voucher Program*
  - *Modernize units*
- Other: (list below)

3. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)
- *The preservation and rehabilitation of the City's existing housing stock primarily for extremely low, very low and low-income families (0-80 percent of median income);*
  - *The expansion of economic opportunities in the community particularly for lower income residents; and*
  - *Continuing to encourage and support non-profit organizations in seeking additional funding sources and assist them in obtaining such funding whenever possible*

## **6. Supporting Documents Available for Review for Streamlined Annual PHA Plans**

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.

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
NA	<i>PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Standard Annual, Standard Five-Year, and Streamlined Five-Year/Annual Plans;</i>	5 Year and Annual Plans
X	<i>PHA Certifications of Compliance with the PHA Plans and Related Regulations and Board Resolution to Accompany the Streamlined Annual Plan</i>	Streamlined Annual Plans
X	<i>Certification by State or Local Official of PHA Plan Consistency with Consolidated Plan.</i>	5 Year and standard 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 for families on the PHA’s public housing and Section 8 tenant-based waiting lists.	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] and the Site-Based Waiting List Procedure.	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Deconcentration Income Analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
NA	Any policy governing occupancy of Police Officers and Over-Income Tenants in Public Housing. <input type="checkbox"/> Check here if included in the public housing A&O Policy.	Annual Plan: Eligibility, Selection, and Admissions Policies
X	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 checked="" 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 checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Rent Determination
X	Section 8 rent determination (payment standard) policies (if included in plan, not necessary as a supporting document) and written analysis of Section 8 payment standard policies. <input checked="" 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 Public Housing Assessment System (PHAS) Assessment (or	Annual Plan: Management

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
	other applicable assessment).	and Operations
X	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations and Maintenance and Community Service & Self-Sufficiency
X	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
X	Any policies governing any Section 8 special housing types <input checked="" type="checkbox"/> Check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
X	Section 8 informal review and hearing procedures. <input checked="" type="checkbox"/> Check here if included in Section 8 Administrative Plan.	Annual Plan: Grievance Procedures
X	The Capital Fund/Comprehensive Grant Program Annual Statement /Performance and Evaluation Report for any active grant year.	Annual Plan: Capital Needs
NA	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants.	Annual Plan: Capital Needs
NA	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 Section 504 of the Rehabilitation Act and the Americans with Disabilities Act. See PIH Notice 99-52 (HA).	Annual Plan: Capital Needs
NA	Approved or submitted applications for demolition and/or disposition of public housing.	Annual Plan: Demolition and Disposition
NA	Approved or submitted applications for designation of public housing (Designated Housing Plans).	Annual Plan: Designation of Public Housing
NA	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
NA	Documentation for required Initial Assessment and any additional information required by HUD for Voluntary Conversion.	Annual Plan: Voluntary Conversion of Public Housing
NA	Approved or submitted public housing homeownership programs/plans.	Annual Plan: Homeownership
NA	Policies governing any Section 8 Homeownership program (Section _____ of the Section 8 Administrative Plan)	Annual Plan: Homeownership
X	Public Housing Community Service Policy/Programs <input type="checkbox"/> Check here if included in Public Housing A & O Policy	Annual Plan: Community Service & Self-Sufficiency
X	Cooperative 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
NA	FSS Action Plan(s) for public housing and/or Section 8.	Annual Plan: Community Service & Self-Sufficiency
X	Section 3 documentation required by 24 CFR Part 135, Subpart E for public housing.	Annual Plan: Community Service & Self-Sufficiency
NA	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grantprogram reports for public housing.	Annual Plan: Community Service & Self-Sufficiency
X	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G). <input checked="" type="checkbox"/> Check here if included in the public housing A & O Policy.	Annual Plan: Pet Policy
X	The results of the most recent fiscal year audit of the PHA conducted under the Single Audit Act as implemented by OMB Circular A-133, the results of that audit and the PHA's response to any findings.	Annual Plan: Annual Audit
NA	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

<b>List of Supporting Documents Available for Review</b>		
<b>Applicable &amp; On Display</b>	<b>Supporting Document</b>	<b>Related Plan Component</b>
NA	Consortium agreement(s) and for Consortium Joint PHA Plans <u>Only</u> : Certification that consortium agreement is in compliance with 24 CFR Part 943 pursuant to an opinion of counsel on file and available for inspection.	Joint Annual PHA Plan for Consortia: Agency Identification and Annual Management and Operations

## 7. Capital Fund Program Annual Statement/Performance and Evaluation Report and Replacement Housing Factor

<b>Annual Statement/Performance and Evaluation Report</b> <span style="float: right; color: red; font-style: italic;">See attachment tx224b02</span> <b>Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary</b>					
PHA Name:		<b>Grant Type and Number</b> Capital Fund Program Grant No: Replacement Housing Factor Grant No:			<b>Federal FY of Grant:</b>
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> 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				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)				
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				





## 8. Capital Fund Program Five-Year Action Plan

Capital Fund Program Five-Year Action Plan					
Part I: Summary		<i>See attachment tx224c02</i>			
PHA Name		<input type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:			
Development Number/Name/HA-Wide	Year 1	Work Statement for Year 2	Work Statement for Year 3	Work Statement for Year 4	Work Statement for Year 5
		FFY Grant: PHA FY:	FFY Grant: PHA FY:	FFY Grant: PHA FY:	FFY Grant: PHA FY:
	Annual Statement				
CFP Funds Listed for 5-year planning					
Replacement Housing Factor Funds					





**Attachment: tx224a02**  
**Housing Authority of the City of Elsa**

**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.

**5-Year Plan**

*No Changes*

**Annual Plan**

*The following policies were updated, revised or developed:*

- *Deconcentration and Income Mixing Policy*
- *Security Policy*
- *File Access Policy*
- *Resident Initiative Policy*
- *Community Service Policy*
- *Records Retention Policy*
- *Section 8 Administrative Plan*

## CAPITAL FUND PROGRAM TABLES START HERE

Attachment: tx224b02

### Annual Statement /Performance and Evaluation Report Capital Funds Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary

1/6/2004

PHA Name: <p style="text-align: center;"><b>Housing Authority of the City of Elsa</b></p>	Grant Type and Number: Capital Fund Program No: <span style="float: right;"><b>TX59P22450104</b></span> Replacement Housing Factor Grant No:	Federal FY of Grant: <p style="text-align: center;"><b>2004</b></p>
--	--	--

Original Annual Statement  
  Reserved for Disasters/Emergencies  
  Revised Annual Statement/Revision Number \_\_\_\_\_  
 Performance and Evaluation Report for Program Year Ending 9/30/  
  Final Performance and Evaluation Report for Program Year Ending \_\_\_\_\_

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total Non-Capital Funds				
2	1406 Operating Expenses	0.00		-	-
3	1408 Management Improvements	1,532.00		-	-
4	1410 Administration	0.00		-	-
5	1411 Audit	0.00		-	-
6	1415 Liquidated Damages	0.00		-	-
7	1430 Fees and Costs	20,000.00		-	-
8	1440 Site Acquisition	0.00		-	-
9	1450 Site Improvement	10,000.00		-	-
10	1460 Dwelling Structures	81,882.00		-	-
11	1465.1 Dwelling Equipment-Nonexpendable	5,500.00		-	-
12	1470 Nondwelling Structures	30,000.00		-	-
13	1475 Nondwelling Equipment	23,000.00		-	-
14	1485 Demolition	0.00		-	-
15	1490 Replacement Reserve	0.00		-	-
16	1492 Moving to Work Demonstration	0.00		-	-
17	1495.1 Relocation Costs	0.00		-	-
18	1499 Development Activities	0.00		-	-
19	1501 Collateralization or Debt Service	0.00		-	-
20	1502 Contingency	0.00		-	-
21	<b>Amount of Annual Grant (sums of lines 2-20)</b>	<b>\$171,914.00</b>		<b>-</b>	<b>-</b>
22	Amount of line 21 Related to LBP Activities				
23	Amount of Line 21 Related to Section 504 Compliance				
24	Amount of Line 21 Related to Security - Soft Costs				
25	Amount of Line 21 Related to Security - Hard Costs				
26	Amount of Line 21 Related to Energy Conservation Measures				

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**  
**Part II: Supporting Pages**

1/6/2004

PHA Name: <b>Housing Authority of the City of Elsa</b>		Grant Type and Number: Capital Fund Program No: <b>TX59P22450104</b> Replacement Housing Factor Grant No:				Federal FY of Grant: <b>2004</b>		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
HA - Wide	Training	1408		1,532.00		-	-	
	<b>Subtotal 1408</b>			<b>1,532.00</b>				
	A&E fees, planning and specifications, update annual plan/TA, advertisements and publications	1430		20,000.00		-	-	
	<b>Subtotal 1430</b>			<b>20,000.00</b>		-	-	
	Parking lot to meet ADA requirements	1450		10,000.00		-	-	
	<b>Subtotal 1450</b>			<b>\$10,000.00</b>				
	Remodel existing Administration Building which was built in 1963. Areas are needing major work: restrooms, roof, and office space.	1470	1	30,000.00		-	-	
	<b>Subtotal 1470</b>			<b>30,000.00</b>		-	-	
	Purchase new maintenance vehicle, last purchased in 1991	1475		13,000.00		-	-	
	Maintenance equipment, riding mower, tools, etc.	1475		10,000.00		-	-	
	<b>Subtotal 1475</b>			<b>23,000.00</b>		-	-	
	<b>TOTAL HA - WIDE</b>			<b>\$84,532.00</b>		-	-	











Attachment tx224d02  
Housing Authority of the City of Elsa

**Resident Member on the PHA Board or Governing Body**

1.  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: **Blanca Estela Cruz**

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

- Elected  
 Appointed

C. The term of appointment is (include the date term expires): **4/1/03 to 3/31/05**

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

- 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: **3/31/05**

C. Name and title of appointing official(s) for governing board (indicate appointing official for the next position): **Tony Barco - Mayor**

Attachment tx224e02  
Housing Authority of the City of Elsa

**Required 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)

Blanca Estela Cruz	President
Jose Luis Garcia	Vice-President
Irma Gonzales	Secretary
Flor Rodriguez	Terry Saucedo
Raul Torres	Eduardo Navarrete
Iris Tamez	Oscar Castillo
Mary Tamez	Guadalupe Castillo
Elvira Cruz	Elida Tijerina
Rosa Rodriguez	Refugio Martinez
Alejandro Garza	Regina Martinez
Jessica Zamora	Jerry Cavazos
Nelly Franco	Manuela Anzaldua
Letty Martinez	Rolando Ramirez
Adelita Martinez	

Attachment: tx224f02  
Housing Authority of the City of Elsa  
PHA Plan Update for FYB 2003

Statement of Progress

The Housing Authority of the City of Elsa has been successful in achieving its mission and goals in the year 2003`. Goals are either completed or on target for completion by the end of the year.

To ensure compliance with the Public Housing Reform Act of 1998, every policy was reviewed and updated as needed. Most significant was the update and/or development of the following: Admissions and Occupancy Policy, Resident Initiatives Policy, File Access Policy, Security Policy, Community Service Policy, Records Retention Policy, Deconcentration and Income Mixing Policy, and Substantial Deviation and Significant Amendment or Modification definition.

Concerning ensuring equal opportunity outreach efforts have been made via speaking engagements, written materials, special mailings, research to establish a website, and making renewed partnerships with community groups and medical facilities. These are ongoing activities.

In addition, we are in the process of working with the first-time homebuyers from the Urban County Program.

**Attachment: tx224g02**  
**Housing Authority of the City of Elsa**

**Component 3, (6) Deconcentration and Income Mixing**

- a.  Yes  No: Does the PHA have any general occupancy (family) public housing developments covered by the deconcentration rule? If no, this section is complete. If yes, continue to the next question.
- b.  Yes  No: Do any of these covered developments have average incomes above or below 85% to 115% of the average incomes of all such developments? If no, this section is complete.

If yes, list these developments as follows:

<b>Deconcentration Policy for Covered Developments</b>			
<b>Development Name:</b>	<b>Number of Units</b>	<b>Explanation (if any) [see step 4 at §903.2(c)(1)(iv)]</b>	<b>Deconcentration policy (if no explanation) [see step 5 at §903.2(c)(1)(v)]</b>

**Attachment: tx224h02**  
**Housing Authority of the City of Elsa**

**Agency Plan Component 10 (B) Voluntary Conversion Initial Assessments**

- A. How many of the PHA's developments are subject to the Required Initial Assessment?

All

- B. How many of the PHA's developments are not subject to the Required Initial Assessments based on exemptions (e. g., elderly and/or disabled developments not general occupancy projects)?

None, as there are no HUD-designated elderly developments.

- C. How many Assessments were conducted for the PHA's covered developments?

One for each development.

- D. Identify PHA developments that may be appropriate for conversion based in the Required Initial Assessments:

None

- E. If the PHA has not completed the Required Initial Assessments, describe the status of these assessments.

N/A

**Attachment: tx224i02**  
**DE-CONCENTRATION AND INCOME TARGETING POLICY**  
**FOR THE**  
**HOUSING AUTHORITY OF THE CITY OF**  
**ELSA, TEXAS**

<p><b>Adopted by Board of Commissioners</b></p> <p><b>Resolution No.:</b> _____</p> <p><b>Date of Adoption:</b> _____</p>
---

**DE-CONCENTRATION AND INCOME TARGETING POLICY**  
*(of the Public Housing Admissions and Occupancy Policy)*

Sub-Title A, Section 513 of the Quality Housing and Work Responsibility Act of 1998 (QHWRA), establishes two interrelated requirements for implementation by Public Housing Authorities: (1) Economic De-concentration of public housing developments and (2) Income Targeting to assure that families in the “extremely low” income category are proportionately represented in public housing and that pockets of poverty are reduced or eliminated. In order to implement these new requirements the PHA must promote these provisions as policies and revise their Admission and Occupancy policies and procedures to comply.

Therefore, the Housing Authority of the City of Elsa, Elsa, Texas (hereinafter referred to as PHA) hereby affirms its commitment to implementation of the two requirements by adopting the following policies:

A. Economic De-concentration:

Admission and Continued Occupancy Policies are revised to include the PHA’s policy of promoting economic de-concentration. Implementation of this program may require the PHA to determine the median income of residents in each development, determine the average income of residents in all developments, compute the Established Income Range (EIR), determine developments outside the EIR, and provide adequate explanations and/or policies as needed to promote economic de-concentration.

Implementation may include one or more of the following options:

- S Skipping families on the waiting list based on income;
- S Establishing preferences for working families;
- S Establish preferences for families in job training programs;
- S Establish preferences for families in education or training programs;
- S Marketing campaign geared toward targeting income groups for specific developments;
- S Additional supportive services;
- S Additional amenities for all units;
- S Flat rents for developments and unit sizes;
- S Different tenant rent percentages per development;
- S Different tenant rent percentages per bedroom size;
- S Saturday and evening office hours;
- S Security Deposit waivers;
- S Revised transfer policies;
- S Site-based waiting lists;
- S Mass Media advertising/Public service announcements; and
- S Giveaways.

B. Income Targeting

As public housing dwelling units become available for occupancy, responsible PHA employees will offer units to applicants on the waiting list. In accordance with the Quality Housing and Work Responsibility Act of 1998, the PHA encourages occupancy of its developments by a broad range of families with incomes up to eighty percent (80%) of the median income for the jurisdiction in which the PHA operates. Depending on the availability of applicants with proper demographics, at a minimum, 40% of all new admissions to public housing **on an annual basis** may be families with incomes at or below thirty percent (30%)(extremely low-income) of the area median income. The offer of assistance will be made without discrimination because of race, color, religion, sex, national origin, age, handicap or familial status.

In order to implement the income targeting program, the following policy is adopted:

- < The PHA may select, based on date and time of application and preferences, two (2) families in the extremely low-income category and two (2) families from the lower/very low-income category alternately until the forty percent (40%) admission requirement of extremely low-income families is achieved (2 plus 2 policy).
- < After the minimum level is reached, all selections may be made based solely on date, time and preferences. Any applicants passed over as a result of implementing this 2 plus 2 policy will retain their place on the waiting list and will be offered a unit in order of their placement on the waiting list.
- < To the maximum extent possible, the offers will also be made to effect the PHA's policy of economic de-concentration.
- < The PHA reserves the option, at any time, to reduce the targeting requirement for public housing by no more than ten percent (10%), if it increases the target figure for its Section 8 program from the required level of seventy-five percent (75%) of annual new admissions to no more than eighty-five percent (85%) of its annual new admissions. (Optional for PHAs with both Section 8 and Public Housing programs)

**Attachment: tx224j02  
COMMUNITY SERVICE POLICY  
FOR THE  
HOUSING AUTHORITY OF THE CITY OF  
ELSA, TEXAS**

**Adopted by Board of Commissioners**

**Resolution No.:** \_\_\_\_\_

**Date of Adoption:** \_\_\_\_\_

© 2003 The Nelrod Company, Fort Worth, Texas 76109

## **COMMUNITY SERVICE POLICY**

Section 512 of the Quality Housing and Work Responsibility Act of 1998, which amends Section 12 of the Housing Act of 1937, established a new requirement for non-exempt residents of public housing to contribute eight (8) hours of community service each month or to participate in a self-sufficiency program for eight (8) hours each month. (24 CFR Subpart F §960.600-609) The Fiscal Year (FY) 2002 HUD/VA Appropriations Act temporarily suspended the community service and self-sufficiency requirement, except for residents of HOPE VI developments. The FY 2003 HUD/VA Appropriations Act reinstated this provision.

The Housing Authority of the City of Elsa (hereinafter referred to as PHA) believes that the community service requirement should not be perceived by the resident to be a punitive or demeaning activity, but rather to be a rewarding activity that will benefit both the resident and the community. Community service offers public housing residents an opportunity to contribute to the communities that support them while gaining work experience.

In order to effectively implement this new requirement, the PHA establishes the following policy.

### **A. Community Service**

The PHA will provide residents, identified as required to participate in community service, a variety of voluntary activities and locations where the activities can be performed. The PHA does not claim these activities to be appropriate for all participating tenants. Each tenant is responsible to determine the appropriateness of the voluntary service within guidelines in this policy. The activities may include, but are not limited to:

- Unpaid services at the PHA to help improve physicals condition, including building clean-ups, neighborhood clean-ups, gardening and landscape work;
- Unpaid office related services in the development or Administrative Office;
- Assisting other residents through the resident organization;
- Unpaid services in local schools, day care centers, hospitals, nursing homes, youth or senior organizations, drug/alcohol treatment centers, recreation centers, etc.;
- Active participation in neighborhood group special projects;
- Assisting in after-school youth programs or literacy programs;
  
- Unpaid tutoring of elementary or high school age residents;
- Assisting in on-site computer training centers;

- Any other community service which includes the “performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community”.

**Note: Voluntary political activities are prohibited from being considered to meet the Community Service requirement.**

B. Program Administration

The PHA may administer its own community service program in conjunction with the formation of cooperative relationships with other community based entities such as TANF, Social Services Agencies or other organizations which have as their goal, the improvement and advancement of disadvantaged families. The PHA may seek to contract its community service program out to a third-party.

The PHA may directly supervise community service activities and may develop and provide a directory of opportunities from which residents may select. When services are provided through partnering agencies, the PHA will confirm the resident’s participation. Should contracting out the community service function be determined to be the most efficient method for the PHA to accomplish this requirement, the PHA will monitor the agency for contract compliance.

The PHA will assure that the service is not labor that would normally be performed by PHA employees responsible for the essential maintenance and property services.

In conjunction with its own or partnership program, the PHA will provide reasonable accommodations for accessibility to persons with disabilities.

C. Self-Sufficiency

The PHA will inform residents that participation in self-sufficiency activities for eight (8) hours each month can satisfy the community service requirement and encourage non-exempt residents to select such activities to satisfy the requirement. It should be noted that an individual may satisfy this requirement through a combination of community service and self-sufficiency activities totaling at least eight (8) hours per month. Such activities can include, but are not limited to:

- Apprenticeships and job readiness training;
- Voluntary substance abuse and mental health counseling and treatment;

- English proficiency classes, GED classes, adult education, college, technical schools or other formal education
- Household management, budget and credit counseling, or employment counseling
- Work placement program required by the TANF program
- Training to assist in operating a small business

The PHA may sponsor its own economic self-sufficiency program or coordinate with local social services, volunteer organizations and TANF agencies.

D. Geographic Location

The intent of this requirement is to have residents provide service to their own communities, either in the PHA's developments or in the broader community in which the PHA operates.

E. Exemptions

The following adult individuals, age 18 or older, of a household may claim an exemption from this requirement if the individual:

- Is age 62 years or older;
- Is blind or disabled (as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. 416(i)(1); 1382c) and who certify that because of this disability they are unable to comply with the service provisions; or primary caretakers of such individuals;
- Is engaged in work activities (at least 30 hours per week) as defined in section 407(d) of the Social Security Act (42 U.S.C. 607(d)), specified below:
  1. Subsidized employment;
  2. Subsidized private-sector employment;
  3. Subsidized public-sector employment;
  4. Work experience (including work associated with the refurbishing of publicly assisted housing) only if sufficient private sector employment is not available;
  5. On-the-job-training;
  6. Job-search and job-readiness assistance;
  7. Community service programs;
  8. Vocational educational training (not to exceed 12 months with respect to any individual);
  9. Job-skills training directly related to employment;

10. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;
  11. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate; and
  12. The provision of childcare services to an individual who is participating in a community service program.
- Meets the requirements for being exempt from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 *et seq.*) or under any other welfare program of the State in which the PHA is located, including a State-administered welfare-to-work program.
  - Is a member of a family receiving TANF assistance, benefits, or service under the State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 *et seq.*); or under any other welfare program of the State in which the PHA is located, including a State administered welfare-to-work program and has not been found by the State or other administering entity to be in non-compliance with such program.

#### F. Family Obligations

At the time of annual recertification, all public housing household members age eighteen (18) or older must:

- Receive a written description of the community service requirement, information on the process for verifying exemption status and the affect of noncompliance on their tenancy.
- Complete certification forms regarding their exempt or non-exempt status from the community service requirement and submit the executed forms within ten (10) days of their recertification appointment. If a household member claims an exemption from the requirement, he/she must submit written verification of the exemption or provide information for obtaining third-party verification along with their completed exemption form.

At the time of the annual recertification appointment, each non-exempt adult household member must present their completed monthly record and certification form (blank form to be provided by the PHA at time of certification or recertification) of activities performed over the past twelve (12) months.

If a family member is found to be noncompliant, either for failure to provide documentation of community service or for failure to perform community service, he/she and the head of household will sign an agreement with the PHA to make up the deficient hours over the next twelve (12)-month period. The entire household will be allowed to enter into such an agreement only once during the household's entire tenancy with the PHA.

If, during the twelve (12)-month period, a non-exempt person becomes exempt, it is his or her responsibility to report this to the PHA and to provide documentation within ten (10) calendar days of the occurrence. The community service requirement will remain in effect until such time as the exempt status is reported to the PHA and verified.

If, during the twelve (12)-month period, an exempt person becomes non-exempt, it is his or her responsibility to report this to the PHA within ten (10) calendar days of the change in status. He/she will be provided with appropriate forms and information for fulfilling the community service requirement. A household member who fails to report a change from exempt to non-exempt status will be required to enter into an agreement to complete an equivalent of eight (8) hours per month of community service for each month of unreported non-exempt status within ninety (90) days of discovery or the household's lease will be subject to termination.

Each household member must supply the PHA with accurate written information regarding exemption status. Failure to supply such information and/or misrepresentation of information is a serious violation of the terms of the lease and may result in termination of the lease.

#### G. PHA Obligations

To the greatest extent possible and practicable, the PHA will provide names and contacts at agencies that can provide opportunities for residents to fulfill their community service obligation.

The PHA will provide the household a written description of the community service requirement, the process for claiming status as an exempt person for PHA verification of such status in the notice of annual recertification. The PHA will provide the household with appropriate forms on which to claim exempt or non-exempt status and for tracking the community service hours.

The PHA will make the final determination as to whether or not a household member is exempt and/or is compliance with the community service requirement.

As failure to complete the community service requirement constitutes noncompliance with the terms of the Lease, the family may use the PHA's Grievance Procedures if they disagree with the determination of exemption

status or noncompliance.

The PHA will assure that procedures are in place and residents the opportunity to change status with respect to the community service requirement. Such changes include, but are not limited to:

- Going from unemployment to employment;
- Entering a self-sufficiency program;
- Entering a classroom educational program which exceeds eight (8) hours monthly.

All exemptions to the community service requirement will be verified and documented in the resident file. Required verifications may include, but not be limited to:

- Third-party verification of employment, enrollment in a training or education program, welfare to work program or other economic self sufficiency activities;
- Birth certificates to verify age 62 or older; or
- Third-party verification of disabilities preventing performance of community service.

**Families who pay flat rents and live in public housing units or families who income was over income limits when they initially occupied such a public housing unit will not receive an automatic exception.**

#### H. Cooperative Relationships with Welfare Agencies

The PHA may initiate cooperative relationships with local service agencies that provide assistance to its families to facilitate information exchange, expansion of community service/self-sufficiency program options and aid in the coordination of those activities.

#### I. Lease Requirements and Documentation

The PHA's lease has a twelve (12)-month term and is automatically renewable except for non-compliance with the community service requirement. The lease also provides for termination and eviction of the entire household for such non-compliance. The lease provisions will be implemented for current residents at the next regularly scheduled reexamination and for all new residents effective upon occupancy. The PHA will not renew or extend the lease if the household contains a non-exempt member who has failed to comply with the community

service requirement.

Documentation of compliance or non-compliance will be placed in each resident file.

J. Noncompliance

A resident who was delinquent in community service hours under the lease in effect at the time of the suspension will still be obligated to fulfill his/her community service and self-sufficiency requirements for FY 2001, provided that the resident was given notice of noncompliance prior to the expiration of the lease in effect at that time.

A copy of that notice of noncompliance should be included with the written notice to residents about the reinstatement of the community service and self-sufficiency requirement. In order to obtain a lease renewal on the expiration of the current lease, residents must be in compliance both with any delinquent community service requirements and current requirements.

If the PHA determines that a resident who is not an "exempt individual" has not complied with the community service requirement, the PHA will notify the resident:

1. of the noncompliance;
2. that the determination is subject to the PHA's administrative grievance procedure;
3. that unless the resident enters into an agreement under paragraph 4. of this section, the lease of the family of which the non-compliant adult is a member may not be renewed. However, if the noncompliant adult moves from the unit, the lease may be renewed;
4. that before the expiration of the lease term, the PHA must offer the resident an opportunity to cure the noncompliance during the next twelve (12)-month period; such a cure includes a written agreement by the non-compliant adult and the head of household (as applicable) to complete as many additional hours of community service or economic self-sufficiency activity needed to make up the total number of hours required over the twelve (12)-month term of the lease.

**Attachment: tx224k02**  
**PET OWNERSHIP POLICY**  
**(FAMILY)**  
**FOR THE**  
**HOUSING AUTHORITY OF THE**  
**CITY OF ELSA, TEXAS**

## PET OWNERSHIP POLICY

### OVERVIEW

Section 526 of the Quality Housing and Work Responsibility Act of 1998 added a new Section 31 (“Pet Ownership in Public Housing”) to the United States Housing Act of 1937. Section 31 establishes pet ownership requirements for residents of public housing other than Federally assisted rental housing for the elderly or persons with disabilities. In brief, this section states that: A resident of a dwelling unit in public housing may own one (1) or more common household pets or have such pets present in the dwelling unit. Allowance of pets is subject to reasonable requirements of the PHA. *A proposed rule to implement Section 31 was published in the June 23, 1999, Federal Register. On July 10, 2000, a final rule incorporating comments received, was published in the Federal Register. This policy reflects the final rule requirements.*

The Housing Authority of the City of Elsa (herein referred to as PHA) will notify eligible new *and current* residents of their right *to own pets subject to the PHA’s Pet Ownership Rules* and will provide them copies of these rules. To obtain permission, pet owners must agree to abide by those Rules.

In consulting with residents currently living in the PHA's developments, the PHA will *develop appropriate pet ownership rules, include those rules in their Agency Plan and* notify all such residents that:

- A. all residents are permitted to own and keep common domesticated household pets, such as a cat, dog, bird, and fish, in their dwelling units, in accordance with PHA pet ownership rules;
- B. a refundable pet deposit *of \$150.00 will be charged and* is intended to cover the reasonable operating costs to the development *directly attributable to a pet or pets in the unit* (i.e., damages to the unit, yard, fumigation of a unit);
- C. animals that are used to assist the disabled are excluded from the size, weight, type and *non-refundable fee* requirements pertaining to ownership of service animals; however, they will be required to assure that proper licensing, inoculations, leash restraints, etc. *in accordance with State or local law* are observed;
- D. residents may request a copy of the PHA’s pet ownership rules or proposed amendments to the rules at any time; and,
- E. if the dwelling lease of a resident prohibits pet ownership, the resident may request that the lease be amended to permit pet ownership, in accordance with the PHA's pet ownership rules shown below;

- F. Section 31 does not alter, in any way, the regulations applicable to Federally assisted housing for the elderly and persons with disabilities found at Section 227 of the Housing and Urban-Rural Recovery Act of 1983 and located in 24 CFR part 5, subpart C;
  
- G. **New Section 960.705 of 24 CFR clarifies that the regulations added in Section 31 do not apply to service animals that assist persons with disabilities. This exclusion applies to both service animals that reside in public housing and service animals that visit PHA developments. Nothing in this rule limits or impairs the rights of persons with disabilities, authorizes PHAs to limit or impair the rights of persons with disabilities, or affects any authority PHAs may have to regulate service animals that assist persons with disabilities.**

## HOUSING AUTHORITY OF THE CITY OF ELSA

### Pet Ownership Rules for Families

1. Common household pet means a domesticated cat, dog, bird, gerbil, hamster, Guinea pig and fish in aquariums. Reptiles of any kind, with the exception of small turtles or *lizards* in a terrarium, as well as mice and rats are prohibited. These definitions do not include any wild animal, bird *of prey*, *dangerous* fish, *snakes, spiders or other insects, or any farm animals*.
2. Each household shall have only one pet (except fish or birds). The limit for birds is two (2).
3. The pet owner shall have only a small cat or a dog. The animal's weight shall not exceed *twenty (20) pounds*. The animal's height shall not exceed *fifteen (15) inches*. Such limitations do not apply to a **service animal** used to assist a disabled resident.
4. Pet owners shall license their pets (*if required by state or local law*) yearly with the City of Elsa, Texas or as required. The pet owner must show the PHA proof of rabies and distemper booster inoculations and licensing annually.
5. No pet owner shall keep a pet in violation of State or local health or humane laws or ordinances. Any failure of these pet ownership rules to contain other applicable State or local laws or ordinances does not relieve the pet owner of the responsibility for complying with such requirements.
6. The pet owner shall have his or her cat or dog spayed or neutered and shall pay the cost thereof. A veterinarian shall verify that the spaying or neutering has been accomplished.
7. If the animal is less than six (6) months old, resident must agree to have the appropriate procedures performed when the animal reaches the age of six (6) months. Exceptions to this requirement shall be granted only upon certification from a veterinarian that permanent harm may result from this procedure due to the pet's age or illness.
8. ***All cats shall be declawed. Proof of compliance shall be furnished to management.***
9. The pet owner shall house the pet inside the pet owner's dwelling unit. The pet owner shall keep a cat or a dog on a leash and shall control the animal when it is taken out of the dwelling unit for any purpose. The owner of a bird(s) shall confine them to a cage at all times. No pet owner shall allow his or her pet to be unleashed or loose outside the pet owner's dwelling unit.

10. *No pet shall be permitted in any common area except as necessary to directly enter and exit the building. This restriction is not applicable to service animals.*
11. *No pet (other than birds or fish) shall be permitted to remain in an apartment overnight while the resident is away.*
12. *Management shall furnish to the household a pet sticker if the pet is a dog or cat which must be displayed on the front entrance door of the unit.*
13. *Resident shall provide the PHA a color photograph of the pet(s).*
14. *All dogs and cats shall wear a collar at all times. Attached to the collar shall be an ID tag listing the pet owner's name and address.*
15. *Any resident having a dog or cat shall obtain some type of "scooper" to clean up after the pet outdoors. The resident is responsible for placing all waste in sealed plastic bags and disposing of such material in a trash container.*
16. *Resident is required to take whatever action necessary to insure that their pet does not bring any fleas or ticks into the building. This may include, but is not limited to, the use of flea collars and flea powder. The resident is responsible for the cost of flea/tick extermination.*
17. No resident shall keep, raise, train, breed or maintain any pet of any kind at any location, either inside or outside the dwelling unit, for any commercial purpose.
18. No pet owner shall keep a vicious or intimidating pet on the premises (i.e. pit bulls or any other vicious or intimidating breeds). *Any animal identified in local or State law or ordinance as dangerous or vicious will be prohibited.* If the pet owner declines, delays or refuses to remove such a pet from the premises, the PHA shall do so, in order to safeguard the health and welfare of other residents.
19. No pet owner shall permit his or her pet to disturb, interfere or diminish the peaceful enjoyment of the pet owner's neighbors or other residents. The terms "disturb, interfere or diminish" shall include but not be limited to barking, howling, biting, scratching, chirping and other activities of a disturbing nature. If the pet owner declines, delays or refuses to remove the pet from the premises, the PHA shall do so.
20. The owner of a cat shall feed the animal at least once per day; provide a litter box inside the dwelling unit; clean the litter box at least every two (2) days; and take the animal to a veterinarian at least once per year. The pet owner shall not permit refuse from the litter box to accumulate or to become unsanitary or unsightly, and shall dispose of such droppings by placing them in a plastic tie sack in a designated trash container outside the building where the pet owner lives.
21. The owner of a dog shall feed the animal at least once per day; take the animal for a walk at least twice per day; remove the animals droppings at least twice per day;

and take the animal to a veterinarian at least once per year. The pet owner shall not permit dog droppings to accumulate or to become unsanitary or unsightly, and shall dispose of such droppings by placing them in a plastic tie sack in a designated trash container outside the building where the pet owner lives.

22. The pet owner shall take the precautions and measures necessary to eliminate pet odors within and around the dwelling unit, and shall maintain the dwelling unit in a sanitary condition at all times, as determined by the PHA.
23. ***The pet owner shall keep the pet, dwelling unit, and surrounding areas free of fleas, ticks and/or other vermin.***
24. No pet owner shall alter the dwelling unit or the surrounding premises to create a space, hole, container or enclosure for any pet.
25. ***Resident agrees that the PHA shall have the right to remove any pet should the pet become vicious, display symptoms of severe illness or demonstrate other behavior that constitutes an immediate threat to the health or safety of the tenancy as a whole. If the PHA requests that the resident remove the pet from the premises and resident refuses to do so, or if the PHA is unable to contact the resident to make the request, the PHA may take such actions as deemed necessary, e.g. placing the pet in a facility that will provide the pet with care and shelter at the expense of the pet owner for a period not to exceed thirty (30) days.*** PHA staff shall enter a dwelling unit where a pet has been left untended for twenty-four (24) hours, remove the pet and transfer it to the proper local authorities, subject to any provisions of State or local law or ordinances in this regard. The PHA shall accept no responsibility for the pet under such circumstances.
26. Each pet owner shall pay a refundable pet deposit of \$150.00. There is no pet deposit for birds, gerbils, hamsters, guinea pigs or turtles. The pet fee/deposit is not part of the rent payable by the pet owner, and is in addition to any other financial obligation generally imposed on residents of the development where the pet owner lives. The PHA shall use the non-refundable pet fee only to pay reasonable expenses directly attributable to the presence of the pet in the development, including, but not limited to the cost of repairs and replacements to, and the fumigation of, the pet owner's dwelling unit. The refundable deposit will be used, if appropriate, to correct damages ***directly attributable to*** the presence of the pet.

The refundable pet deposit will be placed in an escrow account and the PHA will refund the unused portion to the resident within thirty (30) days after the pet owner moves from the dwelling unit or no longer owns or keeps a pet in the dwelling unit.

***Should State or local law require that the pet deposit be placed in an interest bearing account, the PHA will provide for such deposit and will account for all interest individually by pet owner family. Should the State or local law not specifically address the issue of pet deposit interest, the PHA shall determine***

*payment or non-payment of interest based on State or local law with respect to rental security deposit requirements.*

27. All residents are prohibited from feeding, housing or caring for stray animals or birds. Such action shall constitute having a pet without permission of the PHA.
28. Each pet owner shall identify an alternate custodian for his or her pet. If the pet owner is ill or absent from the dwelling unit and unable to care for his or her pet, the alternate custodian shall assume responsibility for the care and keeping of the pet, including, if necessary, the removal of the pet from PHA premises.
29. Should any pet housed in the PHA's facilities give birth to a litter, the residents shall remove from the premises all of said pets except one as soon as the baby's are able to survive on their own (a maximum of 6 weeks).
30. ***Pet Violation Procedures: Resident agrees to comply with the following:***
  - a. ***Notice of Pet Rule Violation: If the PHA determines on the basis of objective facts, supported by written statements, that a pet owner has violated a rule governing the keeping of pets, the PHA will serve a notice to the owner of pet rule violation. The notice of pet rule violation will be in writing and will:***
    - (1) *Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated.*
    - (2) *State that the pet owner has ten (10) days from the effective date of service of the notice to correct the violation (including in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation.*
    - (3) *State that the pet owner is entitled to be accompanied by another person of his or her choice at the meeting.*
    - (4) *State that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to have the pet removed and/or terminate the pet owner's lease or both.*
  - b. ***Pet Rule Violation Meeting: If the pet owner makes a request, within five (5) days of the notice of pet rule violation, for a meeting to discuss the alleged violation, the PHA will establish a mutually agreeable time and place for the meeting within fifteen (15) days from the effective date of service of the notice of pet rule violation. At the pet rule violation meeting, the pet owner and PHA shall discuss any alleged pet rule violation and attempt to correct it. The PHA, may as a result of the meeting, give the pet owner additional time to correct the violation.***
  - c. ***Notice for Pet Removal: If the PHA determines that the pet owner has failed to correct the pet rule violation within the time permitted by Paragraph b. of this section (including any additional time permitted by the PHA), or if the parties are unable to resolve the problem, the PHA may serve a notice to the pet owner requiring the pet owner to remove the pet. The notice will be in writing and will:***

- (1) *Contain a brief statement of the factual basis for the determination and the pet rule or rules that has been violated.*
  - (2) *State that the pet owner must remove the pet within ten (10) days of the effective date of the notice of pet removal (or the meeting, if notice is served at the meeting).*
  - (3) *State that failure to remove the pet may result in initiation of the procedures to have the pet removed or terminate the pet owner's lease or both.*
- d. *The procedure does not apply in cases where the pet in question presents an immediate threat to the health, safe, of others or if the pet is being treated in an inhumane manner. In such cases paragraph 24 shall apply.*
31. *The PHA will not be responsible for any pet which gets out of a unit when maintenance employees enter for the purpose of making repairs. The family is responsible for removing the pet when maintenance is scheduled or assuring that a responsible family member is present to control the pet.*
32. If a resident, including a pet owner, breaches any of the rules set forth above, the PHA may revoke the pet permit and evict the resident or pet owner.

**AGREEMENT FOR CARE OF PET**

In accordance with the Pet Ownership Policy of the Housing Authority of the City of Elsa and the Addendum to the Residential Dwelling Lease Agreement dated between:

THE HOUSING AUTHORITY OF THE CITY OF ELSA  
309 W 3<sup>rd</sup> Street  
Elsa, Texas 78543

AND,

\_\_\_\_\_ (Resident's Name)

\_\_\_\_\_ (Resident's Address)

I hereby agree that should \_\_\_\_\_ become  
incapable of caring for \_\_\_\_\_ a \_\_\_\_\_  
(Name of Pet) (Type  
of Pet)

for any reason whatsoever, I will assume full responsibility for removal of the pet from the premises and for the care and well being of the animal.

Further, the pet shall not be permitted to return to the premises until approval is given by the Housing Authority of the City of Elsa.

A copy of the Addendum to the Residential Dwelling Lease Agreement is attached.

\_\_\_\_\_  
Signature

Sworn and subscribed before  
me this \_\_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary of Public

My Commission Expires:  
\_\_\_\_\_



**Attachment: tx224102**  
**PET OWNERSHIP**  
**(ELDERLY OR PERSONS WITH DISABILITIES)**  
**FOR THE**  
**HOUSING AUTHORITY OF THE**  
**CITY OF ELSA, TEXAS**

## PET OWNERSHIP POLICY

Housing Authority residents who *reside in developments specifically designated for* elderly and/or disabled are permitted to own and keep pets in their dwelling units. The Housing Authority of the City of Elsa (herein referred to as PHA) will notify eligible new *and current* residents of that right and provides them copies of the PHA's Pet Ownership Rules. To obtain permission, pet owners must agree to abide by those Rules.

In consulting with residents currently living in the PHA's developments for the elderly or persons with disabilities, the PHA will notify all such residents that:

- A. elderly or disabled residents are permitted to own and keep common domesticated household pets, such as a cat, dog, bird, and fish, in their dwelling units, in accordance with PHA pet ownership rules;
- B. the non-refundable nominal pet fee is intended to cover the reasonable operating costs to the development. The refundable pet deposit is intended to cover additional costs not otherwise covered (i.e., fumigation of a unit);
- C. animals that are used to assist the persons with disabilities are excluded from the size, weight, and type requirements pertaining to ownership of service animals; however, they will be required to assure that proper licensing, inoculations, leash restraints, etc. *in accordance with State or local law* are observed;
- D. residents may request a copy of the PHA's pet ownership rules or proposed amendments to the rules at any time; and,
- E. if the dwelling lease of an elderly or disabled resident prohibits pet ownership, the resident may request that the lease be amended to permit pet ownership, in accordance with the PHA's pet ownership rules shown below.

HOUSING AUTHORITY OF THE CITY OF ELSA

Pet Ownership Rules for Elderly/Disabled Residents

1. Common household pet means a domesticated cat, dog, bird, gerbil, hamster, Guinea pig and fish in aquariums. Reptiles of any kind, with the exception of small turtles *or lizards* in a terrarium, as well as mice and rats are prohibited. These definitions do not include any wild animal, bird *of prey*, *dangerous* fish, *snakes, spiders or other insects, or any farm animals*.
2. Each household shall have only one pet (except fish or birds). The limit for birds is two (2).
3. The pet owner shall have only a small cat or a dog. The animal's weight shall not exceed *twenty (20) pounds*. The animal's height shall not exceed *fifteen (15) inches*. Such limitations do not apply to a *service animal* used to assist a disabled resident.
4. Pet owners shall license their pets (*if required by state or local law*) yearly with the City of Elsa, Texas, *or as required*. The pet owner must show the PHA proof of rabies and distemper booster inoculations and licensing annually.
5. No pet owner shall keep a pet in violation of State or local health or humane laws or ordinances. Any failure of these pet ownership rules to contain other applicable State or local laws or ordinances does not relieve the pet owner of the responsibility for complying with such requirements.
6. The pet owner shall have his or her cat or dog spayed or neutered and shall pay the cost thereof. A veterinarian shall verify that the spaying or neutering has been accomplished. If the animal is less than six (6) months old, resident must agree to have the appropriate procedures performed when the animal reaches the age of six (6) months. Exceptions to this requirement shall be granted only upon certification from a veterinarian that permanent harm may result from this procedure due to the pet's age or illness.
7. All cats shall be declawed. Proof of compliance shall be furnished to management.
8. The pet owner shall house the pet inside the pet owner's dwelling unit. The pet owner shall keep a cat or a dog on a leash and shall control the animal when it is taken out of the dwelling unit for any purpose. The owner of a bird(s) shall confine them to a cage at all times. No pet owner shall allow his or her pet to be unleashed or loose outside the pet owner's dwelling unit.
9. No pet shall be permitted in any common area except as necessary to directly enter and exit the building. This restriction is not applicable to service animals.
10. No pet (other than birds or fish) shall be permitted to remain in an apartment

- overnight while the resident is away.
11. Management shall furnish to the household a pet sticker if the pet is a dog or cat which must be displayed on the front entrance door of the unit.
  12. Resident shall provide the PHA a color photograph of the pet(s).
  13. All dogs and cats shall wear a collar at all times. Attached to the collar shall be an ID tag listing the pet owner's name and address.
  14. Any resident having a dog or cat shall obtain some type of "scooper" to clean up after the pet outdoors. The resident is responsible for placing all waste in sealed plastic bags and disposing of such material in a trash container.
  15. Resident is required to take whatever action necessary to insure that their pet does not bring any fleas or ticks into the building. This may include, but is not limited to, the use of flea collars and flea powder. The resident is responsible for the cost of flea/tick extermination.
  16. No resident shall keep, raise, train, breed or maintain any pet of any kind at any location, either inside or outside the dwelling unit, for any commercial purpose.
  17. No pet owner shall keep a vicious or intimidating pet on the premises (i.e. pit bulls or any other vicious or intimidating breeds). ***Any animal identified in local or State law or ordinance as dangerous or vicious will be prohibited.*** If the pet owner declines, delays or refuses to remove the pet from the premises, the PHA shall do so, in order to safeguard the health and welfare of other residents.
  18. No pet owner shall permit his or her pet to disturb, interfere or diminish the peaceful enjoyment of the pet owner's neighbors or other residents. The terms "disturb, interfere or diminish" shall include but not be limited to barking, howling, biting, scratching, chirping and other activities of a disturbing nature. If the pet owner declines, delays or refuses to remove the pet from the premises, the PHA shall do so.
  19. The owner of a cat shall feed the animal at least once per day; provide a litter box inside the dwelling unit; clean the litter box at least every two (2) days; and take the animal to a veterinarian at least once per year. The pet owner shall not permit refuse from the litter box to accumulate or to become unsanitary or unsightly, and shall dispose of such droppings by placing them in a ***plastic tie*** sack in a designated trash container outside the building where the pet owner lives.
  20. The owner of a dog shall feed the animal at least once per day; take the animal for a walk at least twice per day; remove the animals droppings at least twice per day; and take the animal to a veterinarian at least once per year. The pet owner shall not permit dog droppings to accumulate or to become unsanitary or unsightly, and shall dispose of such droppings by placing them in a ***plastic tie*** sack in a designated trash container outside the building where the pet owner lives.

21. The pet owner shall take the precautions and measures necessary to eliminate pet odors within and around the dwelling unit, and shall maintain the dwelling unit in a sanitary condition at all times, as determined by the PHA.
22. The pet owner shall keep the pet, dwelling unit, and surrounding areas free of fleas, ticks and/or other vermin.
23. No pet owner shall alter the dwelling unit or the surrounding premises to create a space, hole, container or enclosure for any pet.
24. Resident agrees that the PHA shall have the right to remove any pet should the pet become vicious, display symptoms of severe illness or demonstrate other behavior that constitutes an immediate threat to the health or safety of the tenancy as a whole. If the PHA requests that the resident remove the pet from the premises and resident refuses to do so, or if the PHA is unable to contact the resident to make the request, the PHA may take such actions as deemed necessary, e.g. placing the pet in a facility that will provide the pet with care and shelter at the expense of the pet owner for a period not to exceed thirty (30) days. PHA staff shall enter a dwelling unit where a pet has been left untended for twenty-four (24) hours, remove the pet and transfer it to the proper local authorities, subject to any provisions of State or local law or ordinances in this regard. The PHA shall accept no responsibility for the pet under such circumstances.
25. Each pet owner shall pay a refundable pet deposit of \$100.00. The PHA may wave the requirement for a security deposit for a service animal as a reasonable accommodation. There is no pet deposit for fish, birds, gerbils, hamsters, guinea pigs or turtles. The pet deposit is not part of the rent payable by the pet owner, and is in addition to any other financial obligation generally imposed on residents of the development where the pet owner lives. The PHA shall use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet in the development, including but not limited to the cost of repairs and replacements to *from damages*, and the fumigation of, the pet owner's dwelling unit. The PHA shall refund the unused portion of the refundable pet deposit to the pet owner within thirty (30) days after the pet owner moves from the dwelling unit or no longer owns or keeps a pet in the dwelling unit.

Should State or local law require that the pet deposit be placed in an interest bearing account, the PHA will provide for such deposit and will account for all interest individually by pet owner family. Should the State or local law not specifically address the issue of pet deposit interest, the PHA shall determine payment or non-payment of interest based on State or local law with respect to rental security deposit requirements.

26. All residents, including the elderly and disabled, are prohibited from feeding, housing or caring for stray animals or birds. Such action shall constitute having a pet without permission of the PHA.

27. Each pet owner shall identify an alternate custodian for his or her pet. If the pet owner is ill or absent from the dwelling unit and unable to care for his or her pet, the alternate custodian shall assume responsibility for the care and keeping of the pet, including, if necessary, the removal of the pet from PHA premises.
28. Should any pet housed in the PHA's facilities give birth to a litter, the residents shall remove from the premises all of said pets except one as soon as the baby's are able to survive on their own (a maximum of 6 weeks).
29. The PHA will not be responsible for any pet which gets out of a unit when maintenance employees enter for the purpose of making repairs. The family is responsible for removing the pet when maintenance is scheduled or assuring that a responsible family member is present to control the pet.
30. If a resident, including a pet owner, breaches any of the rules set forth above, the PHA may revoke the pet permit and evict the resident or pet owner.
31. If the pet's health is threatened because of resident's inability to care for the pet due to illness, absence from the unit, or because of mistreatment of the pet, the PHA will notify the responsible person listed in the Pet Policy Addendum. If the individual is either unwilling or unable to care for the pet, or if the PHA is unable to contact the responsible part, the PHA will place the pet in a shelter for a maximum of thirty (30) days. If no responsible part is found, state or local authorities will be contacted.
32. The resident shall be responsible for arranging for burial or other disposal, off the premises, of pets in the event of the death of the pet.
33. The resident agrees to assume all personal financial responsibility for damages to any personal or PHA property caused by the pet and assumes personal responsibility for personal injury to any party caused by the pet.
34. Pet Violation Procedures: Resident agrees to comply with the following:
  - a. Notice of Pet Rule Violation: If the PHA determines on the basis of objective facts, supported by written statements, that a pet owner has violated a rule governing the keeping of pets, the PHA will serve a notice to the owner of pet rule violation. The notice of pet rule violation will be in writing and will:
    - (1) Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated.
    - (2) State that the pet owner has ten (10) days from the effective date of service of the notice to correct the violation (including in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation.
    - (3) State that the pet owner is entitled to be accompanied by another person of his or her choice at the meeting.
    - (4) State that the pet owner's failure to correct the violation, to request

- a meeting, or to appear at a requested meeting may result in initiation of procedures to have the pet removed and/or terminate the pet owner's lease or both.
- b. **Pet Rule Violation Meeting:** If the pet owner makes a request, within five (5) days of the notice of pet rule violation, for a meeting to discuss the alleged violation, the PHA will establish a mutually agreeable time and place for the meeting within fifteen (15) days from the effective date of service of the notice of pet rule violation. At the pet rule violation meeting, the pet owner and PHA shall discuss any alleged pet rule violation and attempt to correct it. The PHA, may as a result of the meeting, give the pet owner additional time to correct the violation.
  - c. **Notice for Pet Removal:** If the PHA determines that the pet owner has failed to correct the pet rule violation within the time permitted by Paragraph b. of this section (including any additional time permitted by the PHA), or if the parties are unable to resolve the problem, the PHA may serve a notice to the pet owner requiring the pet owner to remove the pet. The notice will be in writing and will:
    - (1) Contain a brief statement of the factual basis for the determination and the pet rule or rules that has been violated.
    - (2) State that the pet owner must remove the pet within ten (10) days of the effective date of the notice of pet removal (or the meeting, if notice is served at the meeting).
    - (3) State that failure to remove the pet may result in initiation of the procedures to have the pet removed or terminate the pet owner's lease or both.
  - d. The procedure does not apply in cases where the pet in question presents an immediate threat to the health, safe, of others or if the pet is being treated in an inhumane manner. In such cases paragraph 24 shall apply.

**AGREEMENT FOR CARE OF PET**

In accordance with the Pet Ownership Policy of the Housing Authority of the City of Elsa and the Addendum to the Residential Dwelling Lease Agreement dated between:

THE HOUSING AUTHORITY OF THE CITY OF ELSA  
309 W 3<sup>RD</sup> Street  
Elsa, Texas 78543

AND,

\_\_\_\_\_ (Resident's Name)

\_\_\_\_\_ (Resident's Address)

I hereby agree that should \_\_\_\_\_ become  
incapable of caring for \_\_\_\_\_ a \_\_\_\_\_  
(Name of Pet) (Type of Pet)

for any reason whatsoever, I will assume full responsibility for removal of the pet from the premises and for the care and well being of the animal.

Further, the pet shall not be permitted to return to the premises until approval is given by the Housing Authority of the City of Elsa.

A copy of the Addendum to the Residential Dwelling Lease Agreement is attached.

\_\_\_\_\_  
Signature

Sworn and subscribed before  
me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary of Public

My Commission Expires:  
\_\_\_\_\_

**PET POLICY ADDENDUM**

I have read and understand the above pet ownership rules and agree to abide by them.

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
PHA Staff member's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type of Animal and Breed

\_\_\_\_\_  
Name of Pet

\_\_\_\_\_  
Description of Pet (color, size, weight, sex, etc.)

The alternate custodian for my pet is:

Custodian's first, middle and last name; post office box; street address; zip code; area telephone code and telephone number:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Date

Refundable Damage Deposit

\_\_\_\_\_  
Amount Paid

\_\_\_\_\_  
Date

Attachment: tx224m02  
Housing Authority of the City of Elsa

**A. Substantial Deviation from the 5-Year Plan:**

- Any change to the Mission Statement;
- 50% deletion from or addition to the goals and objectives as a whole; and
- 50% or more decrease in the quantifiable measurement of any individual goal or objective.

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

- Any increase or decrease over 50% in the funds projected in the Financial Resource Statement and/or the Capital Fund Program Annual Statement;
- Any *change being submitted* to HUD that requires a separate notification to residents, such as *changes in the* Hope VI, Public Housing Conversion, Demolition/Disposition, Designated Housing or *Public Housing* Homeownership programs; and
- Any change *in policy or operation that is* inconsistent with the *applicable* Consolidated Plan.

Attachment: tx224n02  
Housing Authority of the City of Elsa  
RASS Agency Follow-Up Plan

**SECTION ONE: Maintenance and Repair**

**AREA OF CONCERN: Poor Response to Repair Requests**

The score for this section measures how adequately and quickly PHAs respond to maintenance requests from residents and how satisfied residents are with repairs. The following are strategic action items that will be implemented to bring about an improved response to resident repair requests.

**ACTION ITEMS**

1. Establish Communication Linkages

The Agency will immediately develop and implement a schedule of regular group meetings with Residents, Resident Advisory Board, or meet individually with residents to discuss resident concerns and perceptions on issue.

Funding Source (if required) to be utilized: No funding required but if funds should be needed we will use Capital Funding.

Task Start Date: On-going since 4/01/02 for better communications with residents.  
Target Date of Completion: 06/01/03

## SECTION FIVE: Neighborhood Appearances

### **AREA OF CONCERN: Dissatisfaction With Upkeep In Different Areas of the Development**

A poorly maintained development can lead to a number of problems. The appearance of the housing development should be neat and orderly. Ideally, the development should compliment the community and there should not be a clear line that defines the borders of the development due to perpetual problems such as litter, broken glass, and vandalism. Residents are encouraged to be part of the solution. There is an established process in place for residents to report problems. Management responds in a timely and professional manner to appearance problems in the community. The following are action items that the Agency will undertake to make improvements in this area.

#### **ACTION ITEMS**

1. Establish Communication Linkages

The Agency will immediately develop and implement a schedule of regular group meetings with Residents, Resident Advisory Board, or meet individually with residents to discuss resident concerns and perceptions on this issue.

Funding Source (if required) to be utilized: Capital Funding

Task Start Date: 04/01/02 Target Date of Completion: on-going until 09/03

2. Schedule Anti-Pest Treatments and Trash Removal Pickups More Frequently.

The Agency will immediately reschedule and implement a more regular pest extermination program more frequently and on an as needed basis, if necessary. It will also implement quarterly trash days on which large items can be picked up.

Funding Source (if required) to be utilized: Capital Funding

Task Start Date: 04/01/02 Target Date of Completion: on-going until 09/03

## CAPITAL FUND PROGRAM TABLES START HERE

Attachment: tx224o02

1/6/2004

Annual Statement /Performance and Evaluation Report					
Capital Funds Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary					
PHA Name: <b>Housing Authority of the City of Elsa</b>		Grant Type and Number: Capital Fund Program No: <b>TX59P22450102</b> Replacement Housing Factor Grant No:		Federal FY of Grant: <b>2002</b>	
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserved for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement/Revision Number _____ <input checked="" type="checkbox"/> Performance and Evaluation Report for Program Year Ending 9/30/03 <input type="checkbox"/> Final Performance and Evaluation Report for Program Year Ending _____					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total Non-Capital Funds				
2	1406 Operating Expenses				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	20,724.00		15,000.00	11,741.00
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	200,708.00		171,112.00	92,907.00
11	1465.1 Dwelling Equipment-Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	<b>Amount of Annual Grant (sums of lines 2-20)</b>	<b>\$221,432.00</b>		<b>\$186,112.00</b>	<b>\$104,648.00</b>
22	Amount of line 21 Related to LBP Activities				
23	Amount of Line 21 Related to Section 504 Compliance				
24	Amount of Line 21 Related to Security - Soft Costs				
25	Amount of Line 21 Related to Security - Hard Costs				
26	Amount of Line 21 Related to Energy Conservation Measures				





## CAPITAL FUND PROGRAM TABLES START HERE

Attachment: tx224p02

<b>Annual Statement /Performance and Evaluation Report</b>	<i>1/9/2004</i>
<b>Capital Funds Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary</b>	

<b>PHA Name:</b> Housing Authority of the City of Elsa	<b>Grant Type and Number:</b> Capital Fund Program No: TX59P22450103 Replacement Housing Factor Grant No:	<b>Federal FY of Grant:</b> 2003
---	---	-------------------------------------

- Original Annual Statement   
  Reserved for Disasters/Emergencies   
  Revised Annual Statement/Revision Number \_\_\_\_\_  
 Performance and Evaluation Report for Program Year Ending 9/30/03   
  Final Performance and Evaluation Report for Program Year Ending \_\_\_\_\_

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total Non-Capital Funds				
2	1406 Operating Expenses				
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	10,500.00		0.00	0.00
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	136,394.00		0.00	0.00
11	1465.1 Dwelling Equipment-Nonexpendable	25,020.00		0.00	0.00
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	<b>Amount of Annual Grant (sums of lines 2-20)</b>	<b>\$171,914.00</b>		<b>\$0.00</b>	<b>\$0.00</b>
22	Amount of line 21 Related to LBP Activities				
23	Amount of Line 21 Related to Section 504 Compliance				
24	Amount of Line 21 Related to Security - Soft Costs				
25	Amount of Line 21 Related to Security - Hard Costs				
26	Amount of Line 21 Related to Energy Conservation Measures				

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**  
**Part II: Supporting Pages**

1/9/2004

PHA Name: <b>Housing Authority of the City of Elsa</b>		Grant Type and Number: Capital Fund Program No: <b>TX59P22450103</b> Replacement Housing Factor Grant No:				Federal FY of Grant: <b>2003</b>		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
HA - Wide	Hire an architect, fees & costs, update annual plan/TA, advertisements and publications	1430		10,500.00		0.00	0.00	
	<b>Subtotal 1430</b>			<b>10,500.00</b>		<b>0.00</b>	<b>0.00</b>	
	<b>TOTAL HA-WIDE</b>			<b>\$10,500.00</b>		<b>\$0.00</b>	<b>\$0.00</b>	
TX224-001 Los Vecinos	Replace front and back doors with frames and molding. (2 doors each)(incl. labor and material)	1460	50 units	20,000.00		0.00	0.00	
	Change hardware locks with master locks (4 ea unit)	1460	200 locks	10,500.00		0.00	0.00	
	Replace kitchen cabinets @ \$2,000 per unit	1460	26 units	39,000.00		0.00	0.00	
	Replace outside deteriorating kitchen plumbing	1460		6,472.00		0.00	0.00	
	Replace outside octagon vents from wood to metal (2 vents per unit @ \$60 per vent) (includes labor and material)	1460	50 units	5,000.00		0.00	0.00	
	Replace broken windows throughout	1460	50 units	1,750.00		0.00	0.00	
	Improve air conditioning - wash coils,cores @ \$185 per unit	1460	25 units	4,625.00		0.00	0.00	
	<b>Subtotal 1460</b>			<b>87,347.00</b>		<b>0.00</b>	<b>0.00</b>	
	Replace refrigerator@ \$389 ea	1465	20 ea	7,780.00		0.00	0.00	
	Replace stoves @ \$241 ea	1465	20 ea	3,615.00		0.00	0.00	
	<b>Subtotal 1465</b>			<b>11,395.00</b>		<b>0.00</b>	<b>0.00</b>	
	<b>TOTAL TX224-001</b>			<b>\$98,742.00</b>		<b>\$0.00</b>	<b>\$0.00</b>	

**Annual Statement/Performance and Evaluation Report**  
**Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)**  
**Part II: Supporting Pages**

1/9/2004

PHA Name: <b>Housing Authority of the City of Elsa</b>		Grant Type and Number: Capital Fund Program No: <b>TX59P22450103</b> Replacement Housing Factor Grant No:				Federal FY of Grant: <b>2003</b>		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
TX224-004	Replace broken windows throughout	1460	34 units	1,502.00		0.00	0.00	
Llano Grande	Improve air conditioning - wash coils,cores @ \$185 per unit	1460	17 units	3,145.00		0.00	0.00	
	<b>Subtotal 1460</b>			<b>4,647.00</b>		<b>0.00</b>	<b>0.00</b>	
	Replace refrigerator@ \$389 ea	1465	11 ea	4,279.00		0.00	0.00	
	Replace stoves @ \$241 ea	1465	10 ea	2,268.00		0.00	0.00	
	<b>Subtotal 1465</b>			<b>6,547.00</b>		<b>0.00</b>	<b>0.00</b>	
	<b>TOTAL TX224-004</b>			<b>\$11,194.00</b>		<b>\$0.00</b>	<b>\$0.00</b>	
TX224-006	Remove central air from attic and place in closet	1460	27 units	44,400.00		0.00	0.00	
Live Oak	area due to mold problems @ \$1,850 ea							
	<b>Subtotal 1460</b>			<b>44,400.00</b>		<b>0.00</b>	<b>0.00</b>	
	Replace refrigerator@ \$389 ea	1465	12 ea	4,668.00		0.00	0.00	
	Replace stoves @ \$241 ea	1465	10 ea	2,410.00		0.00	0.00	
	<b>Subtotal 1465</b>			<b>7,078.00</b>				
	<b>TOTAL TX224-006</b>			<b>\$51,478.00</b>		<b>\$0.00</b>	<b>\$0.00</b>	
	<b>TOTAL GRANT</b>			<b>\$171,914.00</b>		<b>\$0.00</b>	<b>\$0.00</b>	



## CAPITAL FUND PROGRAM TABLES START HERE

Attachment: tx224q02

Annual Statement /Performance and Evaluation Report					
Capital Funds Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary					
PHA Name: <b>Housing Authority of the City of Elsa</b>		Grant Type and Number: Capital Fund Program No: <b>TX59P22450101</b> Replacement Housing Factor Grant No:			Federal FY of Grant: <b>2001</b>
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserved for Disasters/Emergencies		<input type="checkbox"/> Revised Annual Statement/Revision Number _____			
<input type="checkbox"/> Performance and Evaluation Report for Program Year Ending		<input checked="" type="checkbox"/> Final Performance and Evaluation Report for Program Year Ending 9/30/03			
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total Non-Capital Funds				
2	1406 Operating Expenses				
3	1408 Management Improvements	37,188.00		37,188.00	37,188.00
4	1410 Administration				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	15,550.00		15,550.00	15,550.00
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	136,244.00		136,244.00	136,244.00
11	1465.1 Dwelling Equipment-Nonexpendable				
12	1470 Nondwelling Structures	43,674.00		43,674.00	43,674.00
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	<b>Amount of Annual Grant (sums of lines 2-20)</b>	<b>\$232,656.00</b>		<b>\$232,656.00</b>	<b>\$232,656.00</b>
22	Amount of line 21 Related to LBP Activities				
23	Amount of Line 21 Related to Section 504 Compliance				
24	Amount of Line 21 Related to Security - Soft Costs				
25	Amount of Line 21 Related to Security - Hard Costs				
26	Amount of Line 21 Related to Energy Conservation Measures				



