

06U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

PHA Plans

5 Year Plan for Fiscal Years 2005 - 2009

Annual Plan for Fiscal Year 2005/2006

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

**PHA Plan
Agency Identification**

PHA Name: Deerfield Beach Housing Authority

PHA Number: FL081

PHA Fiscal Year Beginning: (mm/yyyy) 09/2005

Public Access to Information

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

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

Display Locations For PHA Plans and Supporting Documents

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

- Main administrative office of the PHA
- PHA development management offices
- PHA local offices
- Main administrative office of the local government
- Main administrative office of the County government
- Main administrative office of the State government
- Public library
- PHA website
- Other (list below) City Grant Administrator's office

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)

5-YEAR PLAN
PHA FISCAL YEARS 2005 - 2009
[24 CFR Part 903.5]

A. Mission

State the PHA's mission for serving the needs of low-income, very low income, and extremely low-income families in the PHA's jurisdiction. (select one of the choices below)

- The mission of the PHA is the same as that of the Department of Housing and Urban Development: To promote adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.
- The PHA's mission is: (state mission here)

The Deerfield Beach Housing Authority's mission is to advocate and provide affordable housing and self-sufficiency programs that improve the quality of life for low to moderate income families in Deerfield Beach, Florida.

B. Goals

The goals and objectives listed below are derived from HUD's strategic Goals and Objectives and those emphasized in recent legislation. PHAs may select any of these goals and objectives as their own, or identify other goals and/or objectives. Whether selecting the HUD-suggested objectives or their own, **PHAS ARE STRONGLY ENCOURAGED TO IDENTIFY QUANTIFIABLE MEASURES OF SUCCESS IN REACHING THEIR OBJECTIVES OVER THE COURSE OF THE 5 YEARS.** (Quantifiable measures would include targets such as: numbers of families served or PHAS scores achieved.) PHAs should identify these measures in the spaces to the right of or below the stated objectives.

HUD Strategic Goal: Increase the availability of decent, safe, and affordable housing.

- PHA Goal: Expand the supply of assisted housing
Objectives:
- Apply for additional rental vouchers:
 - Reduce public housing vacancies:
 - Leverage private or other public funds to create additional housing opportunities:
 - Acquire or build units or developments
 - Other (list below)
- PHA Goal: Improve the quality of assisted housing
Objectives:
- Improve public housing management: (PHAS score) 89
 - Improve voucher management: (SEMAP score) 96

- Increase customer satisfaction:
- Concentrate on efforts to improve specific management functions:
(list; e.g., public housing finance; voucher unit inspections)
- Renovate or modernize public housing units:
- Demolish or dispose of obsolete public housing:
- Provide replacement public housing:
- Provide replacement vouchers:
- Other: (list below)

PHA Goal: Increase assisted housing choices

Objectives:

- Provide voucher mobility counseling:
- Conduct outreach efforts to potential voucher landlords
- Increase voucher payment standards
- Implement voucher homeownership program:
- Implement public housing or other homeownership programs:
- Implement public housing site-based waiting lists:
- Convert public housing to vouchers:
- Other: (list below)

HUD Strategic Goal: Improve community quality of life and economic vitality

PHA Goal: Provide an improved living environment

Objectives:

- Implement measures to deconcentrate poverty by bringing higher income public housing households into lower income developments:
- Implement measures to promote income mixing in public housing by assuring access for lower income families into higher income developments:
- Implement public housing security improvements:
- Designate developments or buildings for particular resident groups (elderly, persons with disabilities)
- Other: (list below)

HUD Strategic Goal: Promote self-sufficiency and asset development of families and individuals

PHA Goal: Promote self-sufficiency and asset development of assisted households

Objectives:

- Increase the number and percentage of employed persons in assisted families:

- Provide or attract supportive services to improve assistance recipients' employability:
- Provide or attract supportive services to increase independence for the elderly or families with disabilities.
- Other: (list below)

HUD Strategic Goal: Ensure Equal Opportunity in Housing for all Americans

- PHA Goal: Ensure equal opportunity and affirmatively further fair housing Objectives:
 - Undertake affirmative measures to ensure access to assisted housing regardless of race, color, religion national origin, sex, familial status, and disability:
 - Undertake affirmative measures to provide a suitable living environment for families living in assisted housing, regardless of race, color, religion national origin, sex, familial status, and disability:
 - Undertake affirmative measures to ensure accessible housing to persons with all varieties of disabilities regardless of unit size required:
 - Other: (list below)

Other PHA Goals and Objectives: (list below)

- A. Build 56 town homes around the excess property at the Palms of Deerfield**
- B. Promote Home ownership opportunity through counseling and advocating and developing units.**
- C. Continue to promote staff development and professionalism.**
- D. Seek private foundation and other non traditional sources of funding to promote affordable housing goals and supportive service activities.**
- E. Seek IDA matching funds.**
- F. Improve Community perception and Image of PHA.**

Annual PHA Plan
PHA Fiscal Year 2006
[24 CFR Part 903.7]

i. Annual Plan Type:

Select which type of Annual Plan the PHA will submit.

Standard Plan

Streamlined Plan:

- High Performing PHA**
- Small Agency (<250 Public Housing Units)**
- Administering Section 8 Only**

Troubled Agency Plan

ii. Executive Summary of the Annual PHA Plan

[24 CFR Part 903.7 9 (r)]

Provide a brief overview of the information in the Annual Plan, including highlights of major initiatives and discretionary policies the PHA has included in the Annual Plan.

iii. Annual Plan Table of Contents

[24 CFR Part 903.7 9 (r)]

Provide a table of contents for the Annual Plan, including attachments, and a list of supporting documents available for public inspection.

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Attachments

Indicate which attachments are provided by selecting all that apply. Provide the attachment's name (A, B, etc.) in the space to the left of the name of the attachment. Note: If the attachment is provided as a **SEPARATE** file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

Required Attachments:

- Admissions Policy for Deconcentration
- FY 2005 Capital Fund Program Annual Statement
- Most recent board-approved operating budget (Required Attachment for PHAs that are troubled or at risk of being designated troubled ONLY)

Optional Attachments:

- PHA Management Organizational Chart
- FY 2005 Capital Fund Program 5 Year Action Plan
- Public Housing Drug Elimination Program (PHDEP) Plan
- Comments of Resident Advisory Board or Boards (must be attached if not included in PHA Plan text)
- Other (List below, providing each attachment name)

Supporting Documents Available for Review

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

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
x	State/Local Government Certification of Consistency with the Consolidated Plan	5 Year and Annual Plans
x	Fair Housing Documentation: 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	Consolidated Plan for the jurisdiction/s in which the PHA is	Annual Plan:

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
	located (which includes the Analysis of Impediments to Fair Housing Choice (AI)) and any additional backup data to support statement of housing needs in the jurisdiction	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), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
x	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
x	Public Housing Deconcentration and Income Mixing Documentation: 1. PHA board certifications of compliance with deconcentration requirements (section 16(a) of the US Housing Act of 1937, as implemented in the 2/18/99 <i>Quality Housing and Work Responsibility Act Initial Guidance; Notice</i> and any further HUD guidance) and 2. Documentation of the required deconcentration and income mixing analysis	Annual Plan: Eligibility, Selection, and Admissions Policies
	Public housing rent determination policies, including the methodology 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
	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
	Section 8 rent determination (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
	Public housing grievance procedures <input checked="" type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
	Section 8 informal review and hearing procedures <input checked="" type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
x	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for the active grant year	Annual Plan: Capital Needs
	Most recent CIAP Budget/Progress Report (HUD 52825) for	Annual Plan: Capital Needs

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Applicable Plan Component
	any active CIAP grant	
x	Most recent, approved 5 Year Action Plan for the Capital Fund/Comprehensive Grant Program, if not included as an attachment (provided at PHA option)	Annual Plan: Capital Needs
	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans or any other approved proposal for development of public housing	Annual Plan: Capital Needs
x	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing
	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act	Annual Plan: Conversion of Public Housing
	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
	Policies governing any Section 8 Homeownership program <input checked="" type="checkbox"/> check here if included in the Section 8 Administrative Plan	Annual Plan: Homeownership
	Any cooperative agreement between the PHA and the TANF agency	Annual Plan: Community Service & Self-Sufficiency
x	FSS Action Plan/s for public housing and/or Section 8	Annual Plan: Community Service & Self-Sufficiency
	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
	The most recent Public Housing Drug Elimination Program (PHDEP) semi-annual performance report for any open grant and most recently submitted PHDEP application (PHDEP Plan)	Annual Plan: Safety and Crime Prevention
x	The most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U. S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

1. Statement of Housing Needs

[24 CFR Part 903.7 9 (a)]

A. Housing Needs of Families in the Jurisdiction/s Served by the PHA

Based upon the information contained in the Consolidated Plan/s applicable to the jurisdiction, and/or other data available to the PHA, provide a statement of the housing needs in the jurisdiction by

completing the following table. In the “Overall” Needs column, provide the estimated number of renter families that have housing needs. For the remaining characteristics, rate the impact of that factor on the housing needs for each family type, from 1 to 5, with 1 being “no impact” and 5 being “severe impact.” Use N/A to indicate that no information is available upon which the PHA can make this assessment.

Housing Needs of Families in the Jurisdiction by Family Type							
Family Type	Overall	Afford-ability	Supply	Quality	Access-ibility	Size	Loca-tion
Income <= 30% of AMI	1302	5	5	n/a	n/a	4	
Income >30% but <=50% of AMI	1027	5	5	n/a	n/a	4	
Income >50% but <80% of AMI	1199	4	3	n/a	n/a	4	
Elderly	535	4	4	3	n/a	n/a	3
Families with Disabilities	n/a						
Race/Ethnicity White	11590						
Race/Ethnicity Black	1890						
Race/Ethnicity Asian	104						
Race/Ethnicity Hispanic	928						

What sources of information did the PHA use to conduct this analysis? (Check all that apply; all materials must be made available for public inspection.)

- Consolidated Plan of the Jurisdiction/s
Indicate year: 2005
- U.S. Census data: the Comprehensive Housing Affordability Strategy (“CHAS”) dataset
- American Housing Survey data
Indicate year:
- Other housing market study
Indicate year:
- Other sources: (list and indicate year of information)
DBHA waiting lists

B. Housing Needs of Families on the Public Housing and Section 8 Tenant- Based Assistance Waiting Lists

State the housing needs of the families on the PHA's waiting list/s. **Complete one table for each type of PHA-wide waiting list administered by the PHA.** PHAs may provide separate tables for site-based or sub-jurisdictional public housing waiting lists at their option.

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input type="checkbox"/> Section 8 tenant-based assistance			
<input checked="" type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	235		
Extremely low income <=30% AMI	191	81%	
Very low income (>30% but <=50% AMI)	38	16%	
Low income (>50% but <80% AMI)	6	3%	
Families with children	183	78%	
Elderly families	32	14%	
Families with Disabilities	20	9%	
Race/ethnicity white	46	20%	
Race/ethnicity Black	189	80%	
Race/ethnicity Hispanic	14	6%	
Race/ethnicity			
Characteristics by Bedroom Size (Public Housing Only)			
1BR	52		

Housing Needs of Families on the Waiting List			
2 BR	146		
3 BR	37		
4 BR			
5 BR			
5+ BR			
Is the waiting list closed (select one)? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes			
If yes:			
How long has it been closed (# of months)? 1 month			
Does the PHA expect to reopen the list in the PHA Plan year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Palms elderly development)			

C. Strategy for Addressing Needs

Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list **IN THE UPCOMING YEAR**, and the Agency's reasons for choosing this strategy.

(1) Strategies

Need: Shortage of affordable housing for all eligible populations

Strategy 1. Maximize the number of affordable units available to the PHA within its current resources by:

Select all that apply

- Employ effective maintenance and management policies to minimize the number of public housing units off-line
- Reduce turnover time for vacated public housing units
- Reduce time to renovate public housing units
- Seek replacement of public housing units lost to the inventory through mixed finance development
- Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
- Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
- Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
- Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
- Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program

- Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
- Other (list below)

Strategy 2: Increase the number of affordable housing units by:

Select all that apply

- Apply for additional section 8 units should they become available
- Leverage affordable housing resources in the community through the creation of mixed - finance housing
- Pursue housing resources other than public housing or Section 8 tenant-based assistance.
- Other: (list below)

Need: Specific Family Types: Families at or below 30% of median

Strategy 1: Target available assistance to families at or below 30 % of AMI

Select all that apply

- Exceed HUD federal targeting requirements for families at or below 30% of AMI in public housing
- Exceed HUD federal targeting requirements for families at or below 30% of AMI in tenant-based section 8 assistance
- Employ admissions preferences aimed at families with economic hardships
- Adopt rent policies to support and encourage work
- Other: (list below)

Need: Specific Family Types: Families at or below 50% of median

Strategy 1: Target available assistance to families at or below 50% of AMI

Select all that apply

- Employ admissions preferences aimed at families who are working
- Adopt rent policies to support and encourage work
- Other: (list below)

Need: Specific Family Types: The Elderly

Strategy 1: Target available assistance to the elderly:

Select all that apply

- Seek designation of public housing for the elderly

- Apply for special-purpose vouchers targeted to the elderly, should they become available
- Other: (list below)

Need: Specific Family Types: Families with Disabilities

Strategy 1: Target available assistance to Families with Disabilities:

Select all that apply

- Seek designation of public housing for families with disabilities
- Carry out the modifications needed in public housing based on the section 504 Needs Assessment for Public Housing
- Apply for special-purpose vouchers targeted to families with disabilities, should they become available
- Affirmatively market to local non-profit agencies that assist families with disabilities
- Other: (list below)

Need: Specific Family Types: Races or ethnicities with disproportionate housing needs

Strategy 1: Increase awareness of PHA resources among families of races and ethnicities with disproportionate needs:

Select if applicable

- Affirmatively market to races/ethnicities shown to have disproportionate housing needs
- Other: (list below)

Strategy 2: Conduct activities to affirmatively further fair housing

Select all that apply

- Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units
- Market the section 8 program to owners outside of areas of poverty /minority concentrations
- Other: (list below)

Other Housing Needs & Strategies: (list needs and strategies below)

(2) Reasons for Selecting Strategies

Of the factors listed below, select all that influenced the PHA's selection of the strategies it will pursue:

- Funding constraints

- Staffing constraints
- Limited availability of sites for assisted housing
- Extent to which particular housing needs are met by other organizations in the community
- Evidence of housing needs as demonstrated in the Consolidated Plan and other information available to the PHA
- Influence of the housing market on PHA programs
- Community priorities regarding housing assistance
- Results of consultation with local or state government
- Results of consultation with residents and the Resident Advisory Board
- Results of consultation with advocacy groups
- Other: (list below)

2. Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

List the financial resources that are anticipated to be available to the PHA for the support of Federal public housing and tenant-based Section 8 assistance programs administered by the PHA during the Plan year. Note: the table assumes that Federal public housing or tenant based Section 8 assistance grant funds are expended on eligible purposes; therefore, uses of these funds need not be stated. For other funds, indicate the use for those funds as one of the following categories: public housing operations, public housing capital improvements, public housing safety/security, public housing supportive services, Section 8 tenant-based assistance, Section 8 supportive services or other.

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants (FY 2005 grants)		
a) Public Housing Operating Fund	206,577.00	
b) Public Housing Capital Fund	287,525.00	
c) HOPE VI Revitalization		
d) HOPE VI Demolition		
e) Annual Contributions for Section 8 Tenant-Based Assistance	3,676,212.00	
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)		
g) Resident Opportunity and Self-Sufficiency Grants		
h) Community Development Block Grant		
i) HOME		
Other Federal Grants (list below) Housing Counseling Grant	15,000	

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
Family Self Sufficiency Program	15,023	
2. Prior Year Federal Grants (unobligated funds only) (list below)		
3. Public Housing Dwelling Rental Income	502,788.00	
<u>2.</u> Other income (list below)		
Commercial Leases	52,308.00	
4. Non-federal sources (list below)		
SHIP	750,000.00	Construction 56 Town homes
Children Service Council	TBA	
City of Deerfield	500,000.00	Construction 56 Town homes
Total resources	6,005,433.00	

3. PHA Policies Governing Eligibility, Selection, and Admissions

[24 CFR Part 903.7 9 (c)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete subcomponent 3A.

(1) Eligibility

a. When does the PHA verify eligibility for admission to public housing? (select all that apply)

- When families are within a certain number of being offered a unit: (state number)

- When families are within a certain time of being offered a unit: (state time)
- Other: (describe)
The qualifying factors of eligibility will not be verified until the family is in a position on the waiting list to be offered a unit.
- b. Which non-income (screening) factors does the PHA use to establish eligibility for admission to public housing (select all that apply)?
- Criminal or Drug-related activity
- Rental history
- Housekeeping
- Other (describe)
- c. Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?
- d. Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?
- e. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

(2)Waiting List Organization

- a. Which methods does the PHA plan to use to organize its public housing waiting list (select all that apply)
- Community-wide list
- Sub-jurisdictional lists
- Site-based waiting lists
- Other (describe)
- b. Where may interested persons apply for admission to public housing?
- PHA main administrative office
- PHA development site management office
- Other (list below)
- c. 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 subsection **(3) Assignment**
1. How many site-based waiting lists will the PHA operate in the coming year?2
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)?
If yes, how many lists?

3. Yes No: May families be on more than one list simultaneously
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)?
- 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)

(3) Assignment

- a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one)
- One
 - Two
 - Three or More
- b. Yes No: Is this policy consistent across all waiting list types? (We will allow the disable or elderly one opportunity to deny a unit for good cause without going to the bottom of the list.
- c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

(4) Admissions Preferences

- a. Income targeting:
- Yes No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?
- b. Transfer policies:
- In what circumstances will transfers take precedence over new admissions? (list below)
- Emergencies
 - Overhoused
 - Underhoused
 - Medical justification
 - Administrative reasons determined by the PHA (e.g., to permit modernization work)
 - Resident choice: (state circumstances below)

Other: (list below)

c. Preferences

1. Yes No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If “no” is selected, skip to subsection **(5) Occupancy**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences:

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden (rent is > 50 percent of income)

Other preferences: (select below)

- Working families and those unable to work because of age or disability
- Veterans and veterans’ families
- Residents who live and/or work in the jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)
Graduates of transitional housing programs: for Homeless/Substance abusers/Victim of Domestic violence.
FSS Participants/or educational or job training programs.

3. If the PHA will employ admissions preferences, please prioritize by placing a “1” in the space that represents your first priority, a “2” in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use “1” more than once, “2” more than once, etc.

2 Date and Time

Former Federal preferences:

Involuntary Displacement (Disaster, Government Action, Action of Housing

Owner, Inaccessibility, Property Disposition)
Victims of domestic violence
Substandard housing
Homelessness
High rent burden

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in the jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)
 - Graduate of transitional housing programs
 - FSS participant/or educational or job training program

4. Relationship of preferences to income targeting requirements:

- The PHA applies preferences within income tiers
- Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Occupancy

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)

- The PHA-resident lease
- The PHA's Admissions and (Continued) Occupancy policy
- PHA briefing seminars or written materials
- Other source (list)

b. How often must residents notify the PHA of changes in family composition? (select all that apply)

- At an annual reexamination and lease renewal
- Any time family composition changes
- At family request for revision
- Other (list)

(6) Deconcentration and Income Mixing

a. Yes No: Did the PHA's analysis of its family (general occupancy) developments to determine concentrations of poverty indicate the need for measures to promote deconcentration of poverty or income mixing?

b. Yes No: Did the PHA adopt any changes to its **admissions policies** based on the results of the required analysis of the need to promote deconcentration of poverty or to assure income mixing?

c. If the answer to b was yes, what changes were adopted? (select all that apply)

Adoption of site based waiting lists
If selected, list targeted developments below:

Employing waiting list "skipping" to achieve deconcentration of poverty or income mixing goals at targeted developments
If selected, list targeted developments below: Stanley Terrace Development

Employing new admission preferences at targeted developments
If selected, list targeted developments below:

Other (list policies and developments targeted below)

d. Yes No: Did the PHA adopt any changes to **other** policies based on the results of the required analysis of the need for deconcentration of poverty and income mixing?

e. If the answer to d was yes, how would you describe these changes? (select all that apply)

Additional affirmative marketing

Actions to improve the marketability of certain developments

Adoption or adjustment of ceiling rents for certain developments

Adoption of rent incentives to encourage deconcentration of poverty and income-mixing

Other (list below)

f. Based on the results of the required analysis, in which developments will the PHA make special efforts to attract or retain higher-income families? (select all that apply)

Not applicable: results of analysis did not indicate a need for such efforts

List (any applicable) developments below: Stanley Terrace Apartments

g. Based on the results of the required analysis, in which developments will the PHA make special efforts to assure access for lower-income families? (select all that apply)

Not applicable: results of analysis did not indicate a need for such efforts

List (any applicable) developments below:

B. Section 8

Exemptions: PHAs that do not administer section 8 are not required to complete sub-component 3B. **Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).**

(1) Eligibility

a. What is the extent of screening conducted by the PHA? (select all that apply)

Criminal or drug-related activity only to the extent required by law or regulation

Criminal and drug-related activity, more extensively than required by law or regulation

More general screening than criminal and drug-related activity (list factors below)

Other (list below)

b. Yes No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?

c. Yes No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?

d. Yes No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

e. Indicate what kinds of information you share with prospective landlords? (select all that apply)

Criminal or drug-related activity

Other (describe below)
previous landlord information

(2) Waiting List Organization

a. With which of the following program waiting lists is the section 8 tenant-based assistance waiting list merged? (select all that apply)

- None
- Federal public housing
- Federal moderate rehabilitation
- Federal project-based certificate program
- Other federal or local program (list below)

b. Where may interested persons apply for admission to section 8 tenant-based assistance? (select all that apply)

- PHA main administrative office
- Other (list below)
Palms of Deerfield

(3) Search Time

a. Yes No: Does the PHA give extensions on standard 60-day period to search for a unit?

If yes, state circumstances below:

If applicant can demonstrate and document diligence in searching for a unit.

(4) Admissions Preferences

a. Income targeting

Yes No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the section 8 program to families at or below 30% of median area income?

b. Preferences

1. Yes No: Has the PHA established preferences for admission to section 8 tenant-based assistance? (other than date and time of application) (if no, skip to subcomponent **(5) Special purpose section 8 assistance programs**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden (rent is > 50 percent of income)

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in your jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)
- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)

3. If the PHA will employ admissions preferences, please prioritize by placing a "1" in the space that represents your first priority, a "2" in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use "1" more than once, "2" more than once, etc.

1 Date and Time

Former Federal preferences

- Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- Victims of domestic violence
- Substandard housing
- Homelessness
- High rent burden

Other preferences (select all that apply)

- Working families and those unable to work because of age or disability
- Veterans and veterans' families
- Residents who live and/or work in your jurisdiction
- Those enrolled currently in educational, training, or upward mobility programs
- Households that contribute to meeting income goals (broad range of incomes)
- Households that contribute to meeting income requirements (targeting)

- Those previously enrolled in educational, training, or upward mobility programs
- Victims of reprisals or hate crimes
- Other preference(s) (list below)

4. Among applicants on the waiting list with equal preference status, how are applicants selected? (select one)

- Date and time of application
- Drawing (lottery) or other random choice technique

5. If the PHA plans to employ preferences for “residents who live and/or work in the jurisdiction” (select one)

- This preference has previously been reviewed and approved by HUD
- The PHA requests approval for this preference through this PHA Plan

6. Relationship of preferences to income targeting requirements: (select one)

- The PHA applies preferences within income tiers
- Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Special Purpose Section 8 Assistance Programs

a. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose section 8 program administered by the PHA contained? (select all that apply)

- The Section 8 Administrative Plan
- Briefing sessions and written materials
- Other (list below)

b. How does the PHA announce the availability of any special-purpose section 8 programs to the public?

- Through published notices
- Other (list below)

4. PHA Rent Determination Policies

[24 CFR Part 903.7 9 (d)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete sub-component 4A.

(1) Income Based Rent Policies

Describe the PHA's income based rent setting policy/ies for public housing using, including discretionary (that is, not required by statute or regulation) income disregards and exclusions, in the appropriate spaces below.

a. Use of discretionary policies: (select one)

- The PHA will not employ any discretionary rent-setting policies for income based rent in public housing. Income-based rents are set at the higher of 30% of adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum rent (less HUD mandatory deductions and exclusions). (If selected, skip to sub-component (2))

---or---

- The PHA employs discretionary policies for determining income based rent (If selected, continue to question b.)

b. Minimum Rent

1. What amount best reflects the PHA's minimum rent? (select one)

- \$0
 \$1-\$25
 \$26-\$50

2. Yes No: Has the PHA adopted any discretionary minimum rent hardship exemption policies?

3. If yes to question 2, list these policies below:

c. Rents set at less than 30% than adjusted income

1. Yes No: Does the PHA plan to charge rents at a fixed amount or percentage less than 30% of adjusted income?

2. If yes to above, list the amounts or percentages charged and the circumstances under which these will be used below:

d. Which of the discretionary (optional) deductions and/or exclusions policies does the PHA plan to employ (select all that apply)

For the earned income of a previously unemployed household member

For increases in earned income

Fixed amount (other than general rent-setting policy)

If yes, state amount/s and circumstances below:

Fixed percentage (other than general rent-setting policy)

If yes, state percentage/s and circumstances below:

For household heads

For other family members

For transportation expenses

For the non-reimbursed medical expenses of non-disabled or non-elderly families

Other (describe below)

e. Ceiling rents

1. Do you have ceiling rents? (rents set at a level lower than 30% of adjusted income) (select one)

Yes for all developments

Yes but only for some developments

No

2. For which kinds of developments are ceiling rents in place? (select all that apply)

For all developments

For all general occupancy developments (not elderly or disabled or elderly only)

For specified general occupancy developments

For certain parts of developments; e.g., the high-rise portion

For certain size units; e.g., larger bedroom sizes

Other (list below)

3. Select the space or spaces that best describe how you arrive at ceiling rents (select all that apply)

Market comparability study

Fair market rents (FMR)

- 95th percentile rents
- 75 percent of operating costs
- 100 percent of operating costs for general occupancy (family) developments
- Operating costs plus debt service
- The “rental value” of the unit
- Other (list below)

f. Rent re-determinations:

1. Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent? (select all that apply)

- Never
- At family option
- Any time the family experiences an income increase
- Any time a family experiences an income increase above a threshold amount or percentage: (if selected, specify threshold)_____
- Other (list below)

- g. Yes No: Does the PHA plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month disallowance of earned income and phasing in of rent increases in the next year?

(2) Flat Rents

1. In setting the market-based flat rents, what sources of information did the PHA use to establish comparability? (select all that apply.)

- The section 8 rent reasonableness study of comparable housing
- Survey of rents listed in local newspaper
- Survey of similar unassisted units in the neighborhood
- Other (list/describe below)

B. Section 8 Tenant-Based Assistance

Exemptions: PHAs that do not administer Section 8 tenant-based assistance are not required to complete sub-component 4B. **Unless otherwise specified, all questions in this section apply only to the tenant-based section 8 assistance program (vouchers, and until completely merged into the voucher program, certificates).**

(1) Payment Standards

Describe the voucher payment standards and policies.

a. What is the PHA's payment standard? (select the category that best describes your standard)

- At or above 90% but below 100% of FMR
- 100% of FMR
- Above 100% but at or below 110% of FMR
- Above 110% of FMR (if HUD approved; describe circumstances below)

b. If the payment standard is lower than FMR, why has the PHA selected this standard? (select all that apply)

- FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area
- The PHA has chosen to serve additional families by lowering the payment standard
- Reflects market or submarket
- Other (list below)

c. If the payment standard is higher than FMR, why has the PHA chosen this level? (select all that apply)

- FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area
- Reflects market or submarket
- To increase housing options for families
- Other (list below)

d. How often are payment standards reevaluated for adequacy? (select one)

- Annually
- Other (list below) As needed

e. What factors will the PHA consider in its assessment of the adequacy of its payment standard? (select all that apply)

- Success rates of assisted families
- Rent burdens of assisted families
- Other (list below)

(2) Minimum Rent

a. What amount best reflects the PHA's minimum rent? (select one)

- \$0
 \$1-\$25
 \$26-\$50

b. Yes No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? (if yes, list below)

5. Operations and Management

[24 CFR Part 903.7 9 (e)]

Exemptions from Component 5: High performing and small PHAs are not required to complete this section. Section 8 only PHAs must complete parts A, B, and C(2)

A. PHA Management Structure

Describe the PHA's management structure and organization.

(select one)

- An organization chart showing the PHA's management structure and organization is attached.
- A brief description of the management structure and organization of the PHA follows:

B. HUD Programs Under PHA Management

List Federal programs administered by the PHA, number of families served at the beginning of the upcoming fiscal year, and expected turnover in each. (Use "NA" to indicate that the PHA does not operate any of the programs listed below.)

Program Name	Units or Families Served at Year Beginning	Expected Turnover
Public Housing	196	20
Section 8 Vouchers	481	20
Section 8 Certificates		
Section 8 Mod Rehab		
Special Purpose Section 8 Certificates/Vouchers (list individually)		
Public Housing Drug Elimination Program (PHDEP)		
Other Federal		

Programs(list individually)		

C. Management and Maintenance Policies

List the PHA’s public housing management and maintenance policy documents, manuals and handbooks that contain the Agency’s rules, standards, and policies that govern maintenance and management of public housing, including a description of any measures necessary for the prevention or eradication of pest infestation (which includes cockroach infestation) and the policies governing Section 8 management.

- (1) Public Housing Maintenance and Management: (list below)
 - The Deerfield Beach Housing Authority’s Admission and Occupancy Policy
 - Palms and Stanley Master Lease
 - Pet Policy
 - Maintenance Policy
 - Deconcentration Policy
 - Flat Rent Policy
 - Community Service (policy included in Master Lease)

- (2) Section 8 Management: (list below)

Deerfield Beach Housing Authority Administrative Plan

6. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

Exemptions from component 6: High performing PHAs are not required to complete component 6. Section 8-Only PHAs are exempt from sub-component 6A.

A. Public Housing

- 1. Yes No: Has the PHA established any written grievance procedures in addition to federal requirements found at 24 CFR Part 966, Subpart B, for residents of public housing?

If yes, list additions to federal requirements below:

- 2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process? (select all that apply)

- PHA main administrative office

- PHA development management offices
- Other (list below)

B. Section 8 Tenant-Based Assistance

1. Yes No: Has the PHA established informal review procedures for applicants to the Section 8 tenant-based assistance program and informal hearing procedures for families assisted by the Section 8 tenant-based assistance program in addition to federal requirements found at 24 CFR 982?

If yes, list additions to federal requirements below:

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes? (select all that apply)
- PHA main administrative office
 - Other (list below)

7. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

Exemptions from Component 7: Section 8 only PHAs are not required to complete this component and may skip to Component 8.

A. Capital Fund Activities

Exemptions from sub-component 7A: PHAs that will not participate in the Capital Fund Program may skip to component 7B. All other PHAs must complete 7A as instructed.

(1) Capital Fund Program Annual Statement

Using parts I, II, and III of the Annual Statement for the Capital Fund Program (CFP), identify capital activities the PHA is proposing for the upcoming year to ensure long-term physical and social viability of its public housing developments. This statement can be completed by using the CFP Annual Statement tables provided in the table library at the end of the PHA Plan template **OR**, at the PHA's option, by completing and attaching a properly updated HUD-52837.

Select one:

- The Capital Fund Program Annual Statement is provided as an attachment to the PHA Plan at Attachment (state name)

-or-

- The Capital Fund Program Annual Statement is provided below: (if selected, copy the CFP Annual Statement from the Table Library and insert here)

(2) Optional 5-Year Action Plan

Agencies are encouraged to include a 5-Year Action Plan covering capital work items. This statement can be completed by using the 5 Year Action Plan table provided in the table library at the end of the PHA Plan template **OR** by completing and attaching a properly updated HUD-52834.

- a. Yes No: Is the PHA providing an optional 5-Year Action Plan for the Capital Fund? (if no, skip to sub-component 7B)
- b. If yes to question a, select one:
- The Capital Fund Program 5-Year Action Plan is provided as an attachment to the PHA Plan at Attachment (state name
-or-
- The Capital Fund Program 5-Year Action Plan is provided below: (if selected, copy the CFP optional 5 Year Action Plan from the Table Library and insert here)

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

Applicability of sub-component 7B: 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.

- Yes No: a) Has the PHA received a HOPE VI revitalization grant? (if no, skip to question c; if yes, provide responses to question b for each grant, copying and completing as many times as necessary)
b) Status of HOPE VI revitalization grant (complete one set of questions for each grant)

1. Development name:
2. Development (project) number:
3. Status of grant: (select the statement that best describes the current status)
 - Revitalization Plan under development
 - Revitalization Plan submitted, pending approval
 - Revitalization Plan approved
 - Activities pursuant to an approved Revitalization Plan underway

Yes No: c) Does the PHA plan to apply for a HOPE VI Revitalization grant in the Plan year?

If yes, list development name/s below:

Yes No: d) 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:

Yes No: e) 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:

8. Demolition and Disposition

[24 CFR Part 903.7 9 (h)]

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

1. Yes No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? (If “No”, skip to component 9; if “yes”, complete one activity description for each development.)

2. Activity Description

Yes No: Has the PHA provided the activities description information in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 9. If “No”, complete the Activity Description table below.)

Demolition/Disposition Activity Description
1a. Development name: Palms of Deerfield
1b. Development (project) number: FL081/002
2. Activity type: Demolition <input type="checkbox"/> Disposition <input checked="" type="checkbox"/>
3. Application status (select one) Approved <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: (10/13/1995)
5. Number of units affected: 0

6. Coverage of action (select one) <input type="checkbox"/> Part of the development <input type="checkbox"/> Total development
7. Timeline for activity: a. Actual or projected start date of activity: 12/30/2005 b. Projected end date of activity: 06/30/2007

9. Designation of Public Housing for Occupancy by Elderly Families or Families with Disabilities or Elderly Families and Families with Disabilities

[24 CFR Part 903.7 9 (i)]

Exemptions from Component 9; Section 8 only PHAs are not required to complete this section.

1. Yes No: Has the PHA designated or applied for approval to designate or does the PHA plan to apply to designate any public housing for occupancy only by the elderly families or only by families with disabilities, or by elderly families and families with disabilities or will apply for designation for occupancy by only elderly families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C. 1437e) in the upcoming fiscal year? (If “No”, skip to component 10. If “yes”, complete one activity description for each development, unless the PHA is eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)

2. Activity Description

Yes No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If “yes”, skip to component 10. If “No”, complete the Activity Description table below.

Designation of Public Housing Activity Description
1a. Development name: Palms of Deerfield
1b. Development (project) number:FI081 002
2. Designation type: Occupancy by only the elderly <input checked="" type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one)

Approved; included in the PHA's Designation Plan <input checked="" type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date this designation approved, submitted, or planned for submission: <u>(0723/2002)</u>
5. If approved, will this designation constitute a (select one) <input type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
6. Number of units affected: 100 7. Coverage of action (select one) <input type="checkbox"/> Part of the development <input type="checkbox"/> Total development

10. Conversion of Public Housing to Tenant-Based Assistance

[24 CFR Part 903.7 9 (j)]

Exemptions from Component 10; Section 8 only PHAs are not required to complete this section.

A. Assessments of Reasonable Revitalization Pursuant to section 202 of the HUD FY 1996 HUD Appropriations Act

1. Yes No: Have any of the PHA's developments or portions of developments been identified by HUD or the PHA as covered under section 202 of the HUD FY 1996 HUD Appropriations Act? (If "No", skip to component 11; if "yes", complete one activity description for each identified development, unless eligible to complete a streamlined submission. PHAs completing streamlined submissions may skip to component 11.)

2. Activity Description

Yes No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If "yes", skip to component 11. If "No", complete the Activity Description table below.

Conversion of Public Housing Activity Description
1a. Development name:
1b. Development (project) number:
2. What is the status of the required assessment? <input type="checkbox"/> Assessment underway <input type="checkbox"/> Assessment results submitted to HUD <input type="checkbox"/> Assessment results approved by HUD (if marked, proceed to next question)

<input type="checkbox"/> Other (explain below)
3. <input type="checkbox"/> Yes <input type="checkbox"/> No: Is a Conversion Plan required? (If yes, go to block 4; if no, go to block 5.)
4. Status of Conversion Plan (select the statement that best describes the current status) <input type="checkbox"/> Conversion Plan in development <input type="checkbox"/> Conversion Plan submitted to HUD on: (DD/MM/YYYY) <input type="checkbox"/> Conversion Plan approved by HUD on: (DD/MM/YYYY) <input type="checkbox"/> Activities pursuant to HUD-approved Conversion Plan underway
5. Description of how requirements of Section 202 are being satisfied by means other than conversion (select one) <input type="checkbox"/> Units addressed in a pending or approved demolition application (date submitted or approved: <input type="checkbox"/> Units addressed in a pending or approved HOPE VI demolition application (date submitted or approved:) <input type="checkbox"/> Units addressed in a pending or approved HOPE VI Revitalization Plan (date submitted or approved:) <input type="checkbox"/> Requirements no longer applicable: vacancy rates are less than 10 percent <input type="checkbox"/> Requirements no longer applicable: site now has less than 300 units <input type="checkbox"/> Other: (describe below)

B. Reserved for Conversions pursuant to Section 22 of the U.S. Housing Act of 1937

C. Reserved for Conversions pursuant to Section 33 of the U.S. Housing Act of 1937

11. Homeownership Programs Administered by the PHA

[24 CFR Part 903.7 9 (k)]

A. Public Housing

Exemptions from Component 11A: Section 8 only PHAs are not required to complete 11A.

1. Yes No: Does the PHA administer any homeownership programs administered by the PHA under an approved section 5(h)

homeownership program (42 U.S.C. 1437c(h)), or an approved HOPE I program (42 U.S.C. 1437aaa) or has the PHA applied or plan to apply to administer any homeownership programs under section 5(h), the HOPE I program, or section 32 of the U.S. Housing Act of 1937 (42 U.S.C. 1437z-4). (If “No”, skip to component 11B; if “yes”, complete one activity description for each applicable program/plan, unless eligible to complete a streamlined submission due to **small PHA** or **high performing PHA** status. PHAs completing streamlined submissions may skip to component 11B.)

2. Activity Description

Yes No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? (If “yes”, skip to component 12. If “No”, complete the Activity Description table below.)

Public Housing Homeownership Activity Description (Complete one for each development affected)
1a. Development name: 1b. Development (project) number:
2. Federal Program authority: <input type="checkbox"/> HOPE I <input type="checkbox"/> 5(h) <input type="checkbox"/> Turnkey III <input type="checkbox"/> Section 32 of the USHA of 1937 (effective 10/1/99)
3. Application status: (select one) <input type="checkbox"/> Approved; included in the PHA’s Homeownership Plan/Program <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application
4. Date Homeownership Plan/Program approved, submitted, or planned for submission: (DD/MM/YYYY)
5. Number of units affected: 6. Coverage of action: (select one) <input type="checkbox"/> Part of the development <input type="checkbox"/> Total development

B. Section 8 Tenant Based Assistance

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 component

12; if “yes”, describe each program using the table below (copy and complete questions for each program identified), unless the PHA is eligible to complete a streamlined submission due to high performer status. **High performing PHAs** may skip to component 12.)

2. Program Description:

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, which statement best describes the number of participants? (select one)

- 25 or fewer participants
 26 - 50 participants
 51 to 100 participants
 more than 100 participants

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 below:

12. PHA Community Service and Self-sufficiency Programs

[24 CFR Part 903.7 9 (l)]

Exemptions from Component 12: High performing and small PHAs are not required to complete this component. Section 8-Only PHAs are not required to complete sub-component C.

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

Yes No: Has the PHA has entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?

If yes, what was the date that agreement was signed? DD/MM/YY

2. Other coordination efforts between the PHA and TANF agency (select all that apply)

Client referrals

- Information sharing regarding mutual clients (for rent determinations and otherwise)
- Coordinate the provision of specific social and self-sufficiency services and programs to eligible families
- Jointly administer programs
- Partner to administer a HUD Welfare-to-Work voucher program
- Joint administration of other demonstration program
- Other (describe)

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

Which, if any of the following discretionary policies will the PHA employ to enhance the economic and social self-sufficiency of assisted families in the following areas? (select all that apply)

- Public housing rent determination policies
- Public housing admissions policies
- Section 8 admissions policies
- Preference in admission to section 8 for certain public housing families
- Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA
- Preference/eligibility for public housing homeownership option participation
- Preference/eligibility for section 8 homeownership option participation
- Other policies (list below)

b. Economic and Social self-sufficiency programs

- Yes No: Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-sufficiency of residents? (If “yes”, complete the following table; if “no” skip to sub-component 2, Family Self Sufficiency Programs. The position of the table may be altered to facilitate its use.)

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method	Access (development office /	Eligibility (public housing or

		(waiting list/random selection/specific criteria/other)	PHA main office / other provider name)	section 8 participants or both)
<i>Housing Counseling</i>	292	<i>Open</i>	<i>BSC</i>	<i>Both</i>
Budgeting and Credit Counseling	30	Open	BSC	Both
FSS Programs	31		BSC	Section 8
Deerfield Savings Program	10		BSC	Both

(2) Family Self Sufficiency program/s

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2005 Estimate)	Actual Number of Participants (As of: DD/MM/YY)
Public Housing	1	9/04
Section 8	31	

- b. Yes No: If the PHA is not maintaining the minimum program size required by HUD, does the most recent FSS Action Plan address the steps the PHA plans to take to achieve at least the minimum program size?
If no, list steps the PHA will take below:

C. Welfare Benefit Reductions

1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)
- Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies
 - Informing residents of new policy on admission and reexamination
 - Actively notifying residents of new policy at times in addition to admission and reexamination.

- Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
- Establishing a protocol for exchange of information with all appropriate TANF agencies
- Other: (list below)

D. Reserved for Community Service Requirement pursuant to section 12(c) of the U.S. Housing Act of 1937

The Deerfield Beach Housing Authority is in compliance with the Community Service Requirement pursuant to section 12 © of the U.S. Housing Act of 1937 as defined in our lease here forth attached as FL81V2D.

13. PHA Safety and Crime Prevention Measures

[24 CFR Part 903.7 9 (m)]

Exemptions from Component 13: High performing and small PHAs not participating in PHDEP and Section 8 Only PHAs may skip to component 15. High Performing and small PHAs that are participating in PHDEP and are submitting a PHDEP Plan with this PHA Plan may skip to sub-component D.

A. Need for measures to ensure the safety of public housing residents

1. Describe the need for measures to ensure the safety of public housing residents (select all that apply)

- High incidence of violent and/or drug-related crime in some or all of the PHA's developments
- High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
- Residents fearful for their safety and/or the safety of their children
- Observed lower-level crime, vandalism and/or graffiti
- People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
- Other (describe below)

2. What information or data did the PHA used to determine the need for PHA actions to improve safety of residents (select all that apply).

- Safety and security survey of residents
- Analysis of crime statistics over time for crimes committed “in and around” public housing authority
- Analysis of cost trends over time for repair of vandalism and removal of graffiti
- Resident reports
- PHA employee reports

- Police reports
- Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs
- Other (describe below)

3. Which developments are most affected? (list below)
Stanley Terrace

B. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year

1. List the crime prevention activities the PHA has undertaken or plans to undertake: (select all that apply)

- Contracting with outside and/or resident organizations for the provision of crime- and/or drug-prevention activities
- Crime Prevention Through Environmental Design
- Activities targeted to at-risk youth, adults, or seniors
- Volunteer Resident Patrol/Block Watchers Program
- Other (describe below)

2. Which developments are most affected? (list below)
Stanley Terrace

C. Coordination between PHA and the police

1. Describe the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities: (select all that apply)

- Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
- Police provide crime data to housing authority staff for analysis and action
- Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)
- Police regularly testify in and otherwise support eviction cases
- Police regularly meet with the PHA management and residents
- Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
- Other activities (list below)

2. Which developments are most affected? (list below)

Stanley Terrace
Palms of Deerfield

D. Additional information as required by PHDEP/PHDEP Plan

PHAs eligible for FY 2005 PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

- Yes No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?
- Yes No: Has the PHA included the PHDEP Plan for FY 2005 in this PHA Plan?
- Yes No: This PHDEP Plan is an Attachment. (Attachment Filename: ____)

14. RESERVED FOR PET POLICY

[24 CFR Part 903.7 9 (n)]

See attachment FL81V2B

15. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]

Civil rights certifications are included in the PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations.

16. Fiscal Audit

[24 CFR Part 903.7 9 (p)]

- 1. Yes No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h))? (If no, skip to component 17.)
- 2. Yes No: Was the most recent fiscal audit submitted to HUD?
- 3. Yes No: Were there any findings as the result of that audit?
- 4. Yes No: If there were any findings, do any remain unresolved? If yes, how many unresolved findings remain? _____
- 5. Yes No: Have responses to any unresolved findings been submitted to HUD? If not, when are they due (state below)?

17. PHA Asset Management

[24 CFR Part 903.7 9 (q)]

Exemptions from component 17: Section 8 Only PHAs are not required to complete this component. High performing and small PHAs are not required to complete this component.

- 1. Yes No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock ,

including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?

2. What types of asset management activities will the PHA undertake? (select all that apply)

- Not applicable
- Private management
- Development-based accounting
- Comprehensive stock assessment
- Other: (list below)

3. Yes No: Has the PHA included descriptions of asset management activities in the **optional** Public Housing Asset Management Table?

18. Other Information

[24 CFR Part 903.7 9 (r)]

A. Resident Advisory Board Recommendations

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

2. If yes, the comments are: (if comments were received, the PHA **MUST** select one)

- Attached at Attachment (File name)
- Provided below:

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

- Considered comments, but determined that no changes to the PHA Plan were necessary.
- The PHA changed portions of the PHA Plan in response to comments
List changes below:
- Other: (list below)

B. Description of Election process for Residents on the PHA Board

1. Yes No: Does the PHA meet the exemption criteria provided section 2(b)(2) of the U.S. Housing Act of 1937? (If no, continue to question 2; if yes, skip to sub-component C.)

2. Yes No: Was the resident who serves on the PHA Board elected by the residents? (If yes, continue to question 3; if no, skip to sub-component C.)

3. Description of Resident Election Process

a. Nomination of candidates for place on the ballot: (select all that apply)

- Candidates were nominated by resident and assisted family organizations
 Candidates could be nominated by any adult recipient of PHA assistance
 Self-nomination: Candidates registered with the PHA and requested a place on ballot
 Other: (describe) Applies for position and Appointed by City Commission

b. Eligible candidates: (select one)

- Any recipient of PHA assistance
 Any head of household receiving PHA assistance
 Any adult recipient of PHA assistance
 Any adult member of a resident or assisted family organization
 Other (list)

c. Eligible voters: (select all that apply)

- All adult recipients of PHA assistance (public housing and section 8 tenant-based assistance)
 Representatives of all PHA resident and assisted family organizations
 Other (list)

C. Statement of Consistency with the Consolidated Plan

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

1. Consolidated Plan jurisdiction: (City Of Deerfield Beach, FL)
2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)
- The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
 The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
 The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
 Activities to be undertaken by the PHA in the coming year are consistent with the initiatives contained in the Consolidated Plan. (list below)

Other: (list below)

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

D. Other Information Required by HUD

Use this section to provide any additional information requested by HUD.

Attachments

Use this section to provide any additional attachments referenced in the Plans.

PHA Plan Table Library

Component 7 Capital Fund Program Annual Statement Parts I, II, and II

Annual Statement Capital Fund Program (CFP) Part I: Summary

Capital Fund Grant Number 2005 FFY of Grant Approval: (MM/YYYY)

Original Annual Statement

Line No.	Summary by Development Account	Total Estimated Cost
1	Total Non-CGP Funds	
2	1406 Operations	67,777
3	1408 Management Improvements	
4	1410 Administration	
5	1411 Audit	
6	1415 Liquidated Damages	
7	1430 Fees and Costs	38,000
8	1440 Site Acquisition	
9	1450 Site Improvement	50,000
10	1460 Dwelling Structures	
11	1465.1 Dwelling Equipment-Nonexpendable	106,500
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	1498 Mod Used for Development	
19	1502 Contingency	
20	Amount of Annual Grant (Sum of lines 2-19)	267,277
21	Amount of line 20 Related to LBP Activities	
22	Amount of line 20 Related to Section 504 Compliance	
23	Amount of line 20 Related to Security	
24	Amount of line 20 Related to Energy Conservation Measures	

Annual Statement

Capital Fund Program (CFP) Part II: Supporting Table

Development Number/Name HA-Wide Activities	General Description of Major Work Categories	Development Account Number	Total Estimated Cost
PHA Wide 002	Operating Balance on emergency call system contract, an cameras for front entrance and elevators	1406 1465.1	67,777 80,000
001	Mold Assessment in Units	1430	13,000
001	City of Deerfield is requiring enclosure gates on all dumpster areas	1450	12,000
001/002	A/E fees	1430	25,000
001	Replace a/c duct work & cleaning in units	1465.1	26,500
002	Replace the fence that was destroyed down by the hurricane 2004.	1450	38,000

Annual Statement

Capital Fund Program (CFP) Part III: Implementation Schedule

Development Number/Name HA-Wide Activities	All Funds Obligated (Quarter Ending Date)	All Funds Expended (Quarter Ending Date)
PHA wide 001 002	12/30/2005 12/30/2005 12/30/2005	12/30/2006 12/30/2006 12/30/2006

Optional Table for 5-Year Action Plan for Capital Fund (Component 7)

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

Optional 5-Year Action Plan Tables				
Development Number	Development Name (or indicate PHA wide)	Number Vacant Units	% Vacancies in Development	
Description of Needed Physical Improvements or Management Improvements			Estimated Cost	Planned Start Date (HA Fiscal Year)
Total estimated cost over next 5 years				

DEERFIELD BEACH HOUSING AUTHORITY
RULES GOVERNING PETS KEPT AT STANLEY TERRACE AND THE PALMS
OF DEERFIELD

Tenants are permitted to keep pets only under the conditions described in these Rules.

1. **Type and number of pets.** A tenant may keep small, domesticated animals as Pets in an apartment, such as dogs, cats and birds, kept within cages, within the apartment. A tenant may keep no more than one dog or one cat, or two birds, or not more than two other domesticated animals, such as gerbils, hamsters or guinea pigs. No lizards, insects, spiders, ants, tarantulas, reptiles, snakes, mice, rats, weasels or ferrets are allowed.
2. **Tags licensure, vaccinations and permission for dogs.** All dogs shall bear tags bearing the name of the tenant at whose apartment the dog lives. No dogs shall be kept on Housing Authority premises or the tenant's apartment unless such dog has a county license and is vaccinated as required by law. No dog shall be kept on the Housing Authority premises or the tenant's apartment without written permission from the Housing Authority. Copies of the current county license shall be provided to the Housing Authority annually. Violation of these Rules will result in eviction.
3. **Permission for cats.** No cat shall be kept on the Housing Authority premises or the tenant's apartment without written permission from the Housing Authority. Violation of this rule will result in eviction.
4. **Permission for other animals.** No bird or domesticated animal such as gerbil, hamster or guinea pig shall be kept on Housing Authority premises or the tenant's apartment without written permission from the Housing Authority. Violation of this rule will result in eviction.
5. **Leash requirement.** All dogs outside an apartment shall be on a leash no more than four feet in length and under the control of the owner. A violation of this rule will result in the removal of the dog from the Housing Authority premises.

6. **Vicious or destructive dogs.** The tenant where a dog lives which dog destroys any Housing Authority property shall pay the reasonable costs of repair and or replacement if repair is not economically feasible. Any dog that has bitten any person (residents, guests or employees) on Housing Authority property shall be immediately removed from the premises unless thereafter such animal is kept muzzled and restrained. An apartment renter where a dog resides may be required to muzzle and restrain any dog kept in an apartment for such period of time as is necessary for a Housing Authority employee to conduct an inspection of an apartment when such employee has reasonable grounds for concern that such dog might injure the employee.
7. **Size.**
For a dog: No more than twenty (20) pounds full-grown weight. If a dog exceeds 20 pounds in weight, it shall immediately be removed from the Housing Authority premises and the tenant's apartment.
For a cat: No more than twelve (12) pounds full-grown weight. If a cat exceeds 12 pounds in weight; it shall immediately be removed from the Housing Authority premises and the tenant's apartment.
8. **Declawed cats.** All cats shall be declawed. No cat shall be permitted at the Housing Authority premises or an apartment unless totally declawed.
9. **Neuter and Spay.** All male dogs and cats shall be neutered and shall not be permitted at the Housing Authority premises or an apartment unless neutered. All female dogs and cats shall be spayed and shall not be permitted at the Housing Authority premises or an apartment unless spayed.
10. **Barking.** Incessant, continuous or loud barking of a dog at any time that disturbs the peace of a resident or residents shall require the tenant to immediately remove that day from the apartment and Housing Authority premises dog.
11. **Noise.** Incessant, continuous or loud noise by an animal at any time that disturbs the peace of a resident or residents shall require the tenant to immediately remove from the Housing Authority premises or apartment that animal.

12. **Running at Large.** All animals shall be maintained within a tenant's apartment. Any animal running at large shall be removed from the Housing Authority premises.
13. **Animal urination and excrement.** No animal shall be permitted to urinate or excrete in a location on the Housing Authority premises which could be a potential health hazard to any person or which could cause the destruction of grass, plants or shrubbery.
14. **Removal of excrement.** Tenants in whose apartment pet lives shall remove and dispose of the excrement of any animal deposited on Housing Authority premises by safe and sanitary means. Failure to strictly abide by this provision shall cause the immediate removal of the animal from the apartment and the Housing Authority premises.
15. **Maintenance of apartment when animals are kept at apartment.** A tenant who keeps a pet or allows a pet at that tenant's apartment shall have the obligation to maintain all areas of the apartment utilized by a pet in a clean and sanitary manner. Violation of this housekeeping standard shall result in termination of the tenant's tenancy.
16. **Pets must be treated humanely.** Pets must be treated humanely. Any tenant who has a pet is responsible to insure that the pet is treated humanely, gets its required shots, is properly fed and cared for, receives proper veterinary attention and is not abused or neglected. Violation of this treatment standard shall result in termination of the tenant's tenancy.
17. **Application for permits and permit.** All tenants signing the apartment lease must sign an application for permit to keep a pet under these rules in the event they desire a pet or pets to be kept at their apartment. There is a \$20.00 non-refundable application fee for each pet. No pet shall be kept on Housing Authority premises without permission from the Housing Authority. Any animal kept on the premises without permit will be immediately removed. The tenant must get a new permit by January 15th of each year, and a \$20.00 nonrefundable application fee is required for each pet each year on January 15th. Any permit issued shall be from the date issued until the following

January 15th, at which time the permit expires, and a new permit must be obtained. Any tenant who has a pet at the Housing Authority without a permit from the Housing Authority shall be evicted.

18. **Additional security deposit required.** A resident maintaining a pet under these rules shall first deposit with the Housing Authority the sum of \$300 as an additional security deposit for any damages to or destruction of Housing Authority property by a pet. The resident shall pay all reasonable costs of repair or replacement within thirty (30) days of receipt of the invoice irrespective of the deposit.
19. **Permit subject to revocation.** A violation of these rules shall result in the revocation of the permit allowing the resident to maintain an animal.
20. **Eviction.** Violation of these rules by a tenant shall result in the tenant being evicted by the Housing Authority, in addition to the removal of any pet, and the tenant's obligation for all damages caused by a pet. It is the responsibility of the tenant, and the tenant had the non-delegable duty to have these rules concerning pets followed.
21. **Rules subject to change.** The Housing Authority may from the time to time change these rules, and it is the tenant's responsibility to know all changes in the rules and follow all rules which are in effect now and in the future.
22. **Definitions.**
 - A. Housing Authority premises: Any and all property of the Housing Authority, including the apartment of the tenant, all common parts of the property, sidewalks and roadways.
 - B. Domesticated animal: An animal, which is both habituated to live in or about the habitation of humans in cosmopolitan Florida and is commonly kept as a pet. Domesticated animals are not insects, spiders, ants, tarantulas, lizards, reptiles, snakes, mice, rats, weasels, or ferrets.

Maintenance Policies

The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests is the responsibility of the Head of Household.

Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges enclosed and posted by the Authority or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to the Authority for the labor and materials needed to complete the work. **If overtime work is required, overtime rates shall be charged.**

Such costs must be paid within fourteen (14) days of receipt of the invoice, unless prior arrangements have been made.

Miscellaneous

Apt. Cleaning 1 Bedroom	\$100.00
Apt. Cleaning 2 Bedroom	\$125.00
Apt. Cleaning 3 Bedroom	\$175.00
Range Cleaning	\$ 50.00
Refrigerator Cleaning	\$ 50.00
Remove Furniture & Debris	\$ 50.00
Unlocking Doors After Hours	\$ 25.00

Fines

Graffiti	\$ 50.00
Hanging Items on Balcony	\$ 25.00
Walking on Grass	\$ 10.00
Late Fee	\$ 25.00
(as of the 6 th of each month and an additional \$1.00 per day until paid)	

Electrical

A/C repair (Stanley)	cost
A/C thermostat	\$ 50.00
A/C vents	\$ 30.00
Ceiling Fixtures	\$ 25.00
Bath Exhaust Fan	\$ 15.00
Light Sockets	\$ 5.00
Light Switch/Cover	\$ 5.00

Replace Bulbs	\$ 3.00
Smoke Detector	\$ 30.00
Wall Outlet/Cover	\$ 5.00

Carpentry

Balcony Screen Door	\$ 50.00
Balcony Screen Repair	cost
Cabinet Doors	cost
Cabinet Pulls/Knobs	\$ 5.00
Counter Tops	cost
Curtain/Traverse Rod	\$ 18.00
Door Key (copy)	\$ 10.00
Door Key (rekeyed)	cost
Door Knobs/Levers	\$ 36.00
Door Stops	\$ 5.00
Drawers	cost
Exterior Door (new)	\$600-800.00
Floor Tiles	cost
Interior Door (new)	\$ 80.00
Interior/Exterior Lock	cost
Mail Box Key	\$ 10.00
Paint Per Gallon	\$ 18.00
Window Replacement	cost
Window Screens (new)	\$ 20.00
Window Screens (repaired)	\$ 10.00

Ranges

Bake/Broiler Element	\$ 26.00
Burners	\$13-15.00
Control Knobs	\$ 9.00
Drip Pans	\$ 5.00
Oven Doors	\$ 25.00
Oven Rack	\$ 15.00
Range Hoods 24"	\$ 30.00
Range Hoods 30"	\$ 50.00
Range Replacement	\$250.00

Refrigerators

Coil Repair	\$200.00
Cord W/Plug	\$ 10.00
Door Panel Assembly	\$ 50.00
Evaporation Pan	\$ 50.00
Freezer Door	\$100.00
Gaskets	\$ 40.00
Ice Cube Tray	\$ 5.00
Shelves, Latch	\$ 20.00
Vegetable Pan	\$ 50.00

DEERFIELD BEACH HOUSING AUTHORITY MASTER LEASE FOR STANLEY TERRACE AND PALMS OF DEERFIELD

I _____, ("Resident/Tenant") agree to rent, and the **DEERFIELD BEACH HOUSING AUTHORITY** ("the Authority") agrees to lease to me apartment number _____ at Stanley Terrace Apartments/Palms of Deerfield [circle one], Deerfield Beach, Florida 33441.

ARTICLE I MY FAMILY OR HOUSEHOLD

I agree that only the following persons may live in my apartment:

NAME	RELATIONSHIP	AGE & BIRTH DATE	SOC. SECURITY NO.
1. _____	_____	____/____/____	____-____-____
2. _____	_____	____/____/____	____-____-____
3. _____	_____	____/____/____	____-____-____
4. _____	_____	____/____/____	____-____-____
5. _____	_____	____/____/____	____-____-____
6. _____	_____	____/____/____	____-____-____

The Authority has no obligation to rent the apartment to any other persons, nor to permit any other persons to occupy the apartment, under any circumstances. ~~I understand that adult children over the age of eighteen (18) years may not reside in the apartment.~~ All members of the household over eighteen years of age must sign the lease.

I agree that I may be evicted if anyone else lives in the apartment, or if any of my adult children live in my apartment in violation of this lease.

~~Any additions to the household members named in the lease, including live-in aides and foster children, but excluding natural births, require the advance written approval of the Authority. I agree to promptly inform the Authority of the birth, adoption or court-awarded custody of a child. I agree that I must request Authority approval to add any other family member as an occupant of the apartment.~~ Such approval will be granted only if the new family member passes the Authority's screening criteria and the unit of the appropriate size is available. ~~Permission to add live-in~~ With the consent of the Authority using policies adopted by the Authority under 24 U.S.C. 966.4, live-in aides and foster children shall not be unreasonably refused may reside in the apartment.

Tenant agrees to wait for the Authority's approval before allowing additional persons to move into the Premises. Failure on the part of the Tenant to comply with this provision is a serious violation of material terms of the lease, for which the Authority may terminate the lease in accordance with Article IX - Termination of the Lease. ~~Deletions (for any reason) from the Removal of~~ household members named on the lease shall be reported by the ~~T~~Tenant to the Authority in writing within ten (10) days of the occurrence.

I agree that I am responsible for any damages to the property of the apartment complex caused by me or anyone living or VISITING my apartment or efficiency. I have read a copy of the RULES attached to this lease, and I agree to follow them. I also agree to inform persons living with me and my visitors of the rules, and I agree to follow any new rules if I have received a copy of them. I agree that I may be evicted if I break these rules, or if any person living with me (or visiting me) breaks these rules.

ARTICLE II TERM OF THE LEASE AND RENT

My lease begins on _____, 20____, and is for a term of twelve (12) months, ending on ~~the last day of month preceding beginning month of this lease~~____. ~~My lease is a month-to-month lease and is automatically renewed each month by the Authority. The lease shall be renewed for successive twelve-month periods unless the Tenant's family had violated the requirement of resident performance of community service or participation in an economic self-sufficiency program. However, the lease may be terminated upon the grounds and in the manner specified in 24 U.S.C. 966.4 (l) and in Article IX – Termination below.~~ I agree to pay a portion of this month's rent for part of this month in the amount of \$_____. After this month, I agree to pay \$_____, less a deduction of \$_____ for utility allowance, every month on the first day of the month.

I understand that rent shall remain the same during the term of this lease unless the rent is changed by the Authority. I understand that rent may only be changed by the method stated in the REDETERMINATION OF RENT, DWELLING SIZE, AND ELIGIBILITY section below.

I agree that when the HOUSING AUTHORITY collects maintenance fees or any other assessments or fees on a monthly basis at the same time the HOUSING AUTHORITY collects the monthly rent, such fees or assessments shall also be considered "rent" within the meaning of this lease.

Rent may include utilities as described below, and includes all maintenance services due to normal wear and tear.

When the Authority makes any change in the amount of total tenant payment or tenant rent, the Authority shall give written notice to tenant. The notice shall state the new amount, the date from which the new amount is applicable. Rent determinations are subject to the Administrative Grievance Procedure. The notice shall also state that the Tenant may ask for an explanation of how the amount is computed by the Authority. If the Tenant asks for an explanation, the Authority shall respond within a reasonable time.

OTHER CHARGES

In addition to rent, Tenant is responsible for the payment of certain other charges specified in this lease. The types(s) and amounts of other charges are specified below. Other charges can include:

- (a) Maintenance costs -- The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or guests. When the Authority determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by the Authority or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to the Authority for the labor and materials needed to complete

the work. If overtime work is required, overtime rates shall be charged. Charges assessed for maintenance and repair beyond normal wear and tear and for consumption of excess utilities shall not be due and collectible until two (2) weeks after the Authority gives written notice of such charges. Such notice constitutes a notice of adverse action and must meet the requirements governing a notice of adverse action (see 24 CFR 966.4 (e) (8)). The imposition of charges for the consumption of excess utilities may be permitted only if such charges are determined by an individual check meter servicing the leased unit or result from the use of major tenant-supplied appliances.

TERMS AND CONDITIONS OF OCCUPANCY

(a) Use and Occupancy of Dwelling: Tenant shall have the right to the exclusive use and occupancy of the ~~dwelling unit apartment~~ for Tenant and ~~and~~ other household members listed on the lease, including reasonable accommodation for guests. –The term “guest” is defined in 24 U.S.C. 5.100. With the prior written consent of the Authority, members of the household may engage in legal profit-making ~~activities~~activities in the dwelling unit if the Authority determines that such activities are incidental to the primary use of the apartment for residence by members of the household. –The premises may be used only as a private residence, solely for Tenant and the family members named in the lease. The Authority may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities subject to the Authority's policy on such activities.

1) This provision permits reasonable accommodation of Tenant's guests or visitors for a period not exceeding fourteen (14) days each year. Permission may be granted, upon written request to the manager, for an extension of this provision.

2) With the written consent of Authority, a foster child or live-in aide may reside in the apartment. The Authority may adopt reasonable policies concerning residence by a foster child or live-in aide, and defining the circumstances in which the Authority's consent will be given or denied. Under such policies, the Authority may consider
a. Whether the addition of the new occupant may necessitate a transfer of the family to another apartment, and whether such apartments are available;
b. The Authority's obligation to make reasonable accommodation for handicapped persons.

3) Live-in aide means a person who resides with an elderly, disabled or handicapped person and who:
a. Is determined to be essential to the care and well-being of the person;
b. Is not obligated for the support of the person; and
c. Would not be living in the apartment except to provide the necessary supportive services.

(b) Ability to comply with Lease Terms: If, during the term of this Lease, ~~Tenant~~, by reason of physical or mental impairment, Tenant is no longer able to comply with the material provisions of this lease and cannot make arrangements for someone to aid him ~~/ or~~ her in complying with the lease, and the Authority cannot make ~~any~~ reasonable accommodations that would enable Tenant to comply with the lease; ~~–, THEN, then~~ then the Authority will assist Tenant or a designated member ~~(s) or members~~ of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, the Authority will work with appropriate agencies to secure suitable housing and will terminate the ~~l~~lease in accordance with Termination Section of the Lease. At the time of admission, all Tenants must identify the family member ~~(s) or members~~ to be contacted if they become unable to comply with the ~~l~~lease terms.

Community Service and Self-Sufficiency Requirement

(c) An unemployed Tenant and every unemployed adult resident shall:

- (i) Contribute eight (8) hours per month of community service (not including political activities) within the community in which that adult resides; or
- (ii) Participate in an economic self-sufficiency program ~~(as that term is defined in subsection (g))~~ for eight (8) hours per month.

Only the following adults are exempt from the above requirements:

1. an adult who is 62 years of age or older;
2. an adult who is a blind or disabled individual, as defined under section 216 (l) (1) or 1614 of the Social Security Act (42 U.S.C. 416 (l) 1); and who is unable to comply with this section, or is a primary caretaker of such individual;
3. an adult who is engaged in a work activity as such term is defined in section 407 (d) of the Social Security Act (42 U.S.C. 607 (d)), as in effect on and after July 1, 1997;
4. an adult who meets the requirements for being exempted 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 public housing agency is located including a state-administered welfare to-work program; or
5. an adult who is in a family receiving assistance under a 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 public housing agency 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.

Unless otherwise exempt, if the foregoing requirements in (c) (i & ii) are not met, the Housing Authority will not renew or extend Tenant's lease and shall take action to terminate the tenancy.

LATE CHARGES

I agree to pay a late charge of \$25 if my rent is not paid by the fifth (5th) day of the month and \$1 per day for each day after the sixth (6th) day of the month until the rent is paid. I understand that no late charges may exceed \$50 for each month I am late. If I fail to pay rent, I understand that I may be evicted. [24 CFR, Part 866, and Florida Statutes, Chapter 83]

ARTICLE III SECURITY DEPOSIT

I agree to pay \$_____ to the Authority to hold as Security Deposit until this lease ends. I agree that the Authority may use the Security Deposit to pay any rent and other charges by me (including the cost of repairing any damages I cause or my family or visitors cause) beyond the normal wear and tear of occupying the apartment. Payment of the Security Deposit is to be made by a part payment of \$_____ at the time I begin to occupy the apartment and \$_____ per month until the rest of the Security Deposit is paid in full.

The Authority agrees to return the Security Deposit to me without interest, when I vacate, less the deductions for (1) rent and (2) damages or charges based on an inspection by the Authority. I

understand that I may attend the inspection. I have listed on the sheet attached to this lease all of the damages to the apartment I have observed at the beginning of my lease.

I have deposited with the Authority the Security Deposit as security for the performance of what I have agreed to do or not to do in this Lease. The Authority shall have the right, but not the obligation, to use the Security Deposit in whole or in part in payment of any unpaid rent or other amount due because of my failure to abide by any provision of this lease. The Authority's right to possession of the premises for non-payment of rent or for any other reason will not be affected by the fact that the Authority holds security. My liability is not limited to the amount of the security deposit. I will have the right to a return of my Security Deposit if all of the following have occurred:

- a. I give fifteen days' notice prior to leaving the apartment.
- b. There are no damages to property beyond reasonable wear and tear.
- c. The entire apartment, including range, exhaust fan, refrigerator, bathroom, closets and cabinets are clean, (refrigerator to be defrosted).
- d. There are no indentations or scratches in wood or flooring caused by furniture.
- e. There are no stickers, scratches, or holes in walls.
- f. The walls and ceilings returned to same color painted by the Authority when accepted.
- g. I am not delinquent in paying rent.
- h. All keys are returned.
- i. All debris, rubbish and discards are placed in proper rubbish container.
- j. I leave a forwarding address with the Authority.

I understand that the costs of labor and materials for cleaning and repairs and delinquent payments will be deducted from my Security Deposit if I do not comply with items a. through j. above. The Authority will refund the Security Deposit by a check, mailed to my forwarding address, and made payable to those persons who sign the Lease. Refunds may not be picked up at the office. On termination of the lease and full payment of all amounts due and performance of all Resident's obligations, the security deposit or any portion of it- which remains unapplied- shall be returned to me without interest.

ARTICLE IV

UTILITIES

 I agree to pay for electricity, and where applicable, for gas usage costs and required deposits as set by the public utility company providing that service. The Authority agrees to furnish normal water, sewage ~~capabilities~~ capacity, and garbage collection without cost to the Tenant. The Authority will not be responsible for failure to provide utility service for any reason beyond its control.

ARTICLE V REDETERMINATION OF RENT, DWELLING SIZE, AND ELIGIBILITY

A. Federal regulations require the Authority to re-examine the income of each family in occupancy at least annually. I promise to supply the Authority, when requested, with accurate information about my family composition, ages of family members, income and sources of income of all family members, assets, and related information necessary to determine eligibility, annual income, adjusted income, and rent. I understand that failure to supply such information when requested is a serious violation of the terms of the lease, and the Authority may terminate the lease. All information must be verified. I agree to comply with the Authority's request for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification.

The Authority shall give me reasonable notice of what action I must take and of the date by which any such action must be taken for compliance under this section. This information will be used by the

Authority to decide whether the amount of the rent should be changed, and whether the dwelling size is still appropriate for the Tenant's needs.

This determination will be made in accordance with the Admissions and Occupancy Policy, which is publicly posted in the HOUSING AUTHORITY Office. A copy of the policies can be furnished on request at the expense of the person making the request.

Rent will not change during the regular re-examination, UNLESS during such period:

(a) A person with income joins the household.

(b) Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent.

If a reduction is granted, Tenant must report subsequent increases in income within ten days of the occurrence, until the next scheduled re-examination. (Failure to report within ten days may result in a retroactive rent charge.)

(c) _____-If it is found that Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged, the Authority then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

(d) _____Rent formulas or procedures are changed by Federal law or regulation.

All changes in family composition must be reported to the Housing Manager within 10 days of the occurrence. Failure to report within the 10 days may result in a retroactive rent charge.

This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit unless it is determined that the move is essential for the mental or physical health of Tenant AND it does not disqualify the family for size unit it is currently occupying.

(d) Rent Adjustments: Tenant will be notified in writing of any rent adjustment due to the situations described above. All notices will state the effective date of the rent adjustment.

(1) In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances or change in Federal law or regulations, provided Tenant reported the change in a timely manner, as specified above (when the change is based on new circumstances).

(2) In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within 10 days of the occurrence, the increase will become effective the first day of the 2nd month following the month in which the change was reported.

(3) In the case of a rent increase due to a change in Federal law or regulations, the increase will become effective the first day of the second month following the month in which the Authority notifies the tenant of the law or regulatory change.

(4) In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), the Authority shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

(e) Transfers

(1) Tenant agrees that if the Authority determines that the size or design of the dwelling unit is no longer appropriate to the Tenant's needs, the Authority shall send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.

(2) The Authority may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.

(3) If a Tenant makes a written request for special unit features in support of a documented disability or handicap, the Authority shall modify Tenant's existing unit. If the cost and extent of the modifications needed are as much as those required for a fully accessible unit, the Authority may transfer Tenant to another unit with the features requested at the Authority's expense.

(4) A tenant without disabilities who is housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities need the unit (at the Authority's expense).

(5) In the case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by the Authority. Tenant shall be given 14 days time in which to move following delivery of a transfer notice. If Tenant refuses to move, the Authority may terminate the Lease.

(6) Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed.

(7) The Authority will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Occupancy Policies.

B. Redetermination of rent or transfer determination. In the event the Authority makes a redetermination of rent or determines an involuntary transfer to another apartment, the Authority shall notify the Tenant that the Tenant may ask for an explanation stating the specific grounds of the Authority's determination, and that if the Tenant does not agree with the determination the Tenant shall have the right to request a hearing under the Authority's grievance procedure.

ARTICLE VI AUTHORITY OBLIGATIONS

The Authority shall be obligated:

- (a) To maintain the dwelling unit and the project in decent, safe and sanitary condition;
- (b) To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
- (c) To make necessary repairs to the dwelling unit;
- (d) To keep project building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;
- (e) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by the Authority;
- (f) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish, and other waste removed

from the premise by Tenant as required by this Lease, and to provide disposal service for garbage, rubbish and other solid waste;

(g) To supply running water and ~~reasonable amounts~~ of hot water and reasonable amounts of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection;

(h) To notify Tenant of the specific grounds for any proposed adverse action by the Authority. ~~(Such adverse action includes, but is not limited to, a proposed lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.)~~ When the Authority is required to afford Tenant the opportunity for a hearing under the Authority's grievance procedure for a grievance concerning a proposed adverse action:

(1) The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of lease termination, a notice of lease termination that complies with 966.4(1)(3) shall constitute adequate notice of proposed adverse action.

(2) In the case of a proposed adverse action other than a proposed lease termination, the Authority shall not take the proposed action until time to request such a hearing has expired and (if hearing was timely requested) the grievance process has been completed.

ARTICLE VII INSPECTIONS

(a) Move-in Inspection: The Authority and Tenant or Tenant's representative shall inspect the dwelling unit prior to occupancy by Tenant. The Authority will give Tenant a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by the Authority and Tenant and a copy of the statement retained in Tenant's folder. Any deficiencies noted on the inspection report will be corrected by the Authority, at no charge to Tenant.

(b) Move-out Inspection -- The Authority will inspect the unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to the Authority.

Entry of Premises During Tenancy:

(c) Tenant Responsibilities

(1) Tenant agrees that the duly authorized agent, employee, or contractor of the Authority will be permitted to enter Tenant's dwelling during reasonable hours (8:00 A.M. to 5:00 P.M.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing.

(2) When Tenant calls to request maintenance on the unit, the Authority shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the dwelling unit when the Authority comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

(d) Authority's Responsibilities

1. Authority shall give Tenant at least 48 hours written notice that the Authority intends to enter the unit. The Authority may enter only at reasonable times.

2. The Authority may enter Tenant's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.

3. If Tenant and all adult members of the household are absent from the dwelling unit at the time of entry, Authority shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

Notice Procedures:

~~(a)(a)~~ Tenant Responsibility-- Any notice to Authority must be in writing, delivered to the Project Office or to Authority's central office, or sent by prepaid first-class mail, properly addressed.

(b) Authority Responsibility -- Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the dwelling unit, or sent by prepaid first-class mail addressed to Tenant.

(c) Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.

(d) If Tenant is visually impaired, all notices must be in an accessible format.

ARTICLE VIII POSTED NOTICES

Schedules of special charges for services, repair and utilities, and Rules and Regulations are publicly posted in a conspicuous manner in the Building Office or in the Housing Authority Office. The Authority will furnish copies of the Schedule and the Rules and Regulations to me on request. The Schedules and Rules and Regulations may be changed from time-to-time by the Authority, provided that the Authority gives at least thirty (30) days' written notice to each affected Resident setting forth the proposed modification, the reasons for modification, and providing Residents an opportunity to present written comments to the Authority prior to the effective date of the proposed modifications. Such notices shall be posted in at least three (3) conspicuous places within each apartment building affected by the proposed changes, as well as in a conspicuous place at the Housing Authority Office if any, or, if none, a similar central business location within the Apartment Building.

ARTICLE IX TERMINATION OF THE LEASE

In terminating the Lease, the following procedures shall be followed by the Authority and Tenant:

(a) This Lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make payments due under the lease or to fulfill Tenant obligations ~~set forth in section IX above,~~ or for other good cause.

Such serious or repeated violation of material terms shall include but not be limited to:

~~(1) (1)~~ The failure to pay rent or other payments when due;

~~(2) Failure to fulfill household obligations as described in Article XI.~~

Other good cause includes but is not limited to the following:

~~(2) Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the first day of the month. Four such late payments within a 12-month period shall constitute a repeated late payment;~~

~~(1) Criminal activity or alcohol abuse as provided in Article XII, (l), (m), or (n);~~

~~(2) Discovery after admission of facts that made the Tenant ineligible;~~

~~(3) Discovery of material false statements or fraud by the Tenant in connection with an application for assistance or with reexamination of income;~~

~~(4) Failure of a family member to comply with community service or self-sufficiency requirement provisions of 24 U.S.C. Part 960, subpart F, as grounds only for nonrenewal of the lease and termination at the end of the twelve-month lease term;~~

~~(5) Failure to accept the Authority's offer of a lease revision to a existing lease that is on a form adopted by the Authority in accordance with 24 C.F.R. 966.3; with written notice to the Tenant of the offer of the revision at least sixty (60) calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time period within that period for acceptance by the family;~~

~~(3) Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities;~~

~~(4) Misrepresentation of family income, assets, or composition;~~

~~(5) Failure to supply, in a timely fashion, any certification, release, information, or documentation on family income or composition needed to process annual reexaminations or interim re-determinations;~~

(6) Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any project site;

(7) Weapons or illegal drugs seized in an Authority unit by a law enforcement officer;

(8) Any fire on Authority premises caused by the tenant, household members or guests' actions or neglect;

(9) Any criminal activity by Tenant, household member, guest, or other person under Tenant's control, that threatens the health, safety or right to peaceful enjoyment of the Authority's premises by other residents (including property management staff residing on the premises);

(10) Any criminal activity by Tenant, household member, guest, or other person under Tenant's control, that threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in ~~the in~~ the immediate vicinity of the premises;

(11) Drug-related criminal activity engaged in or near the ~~Housing~~ Authority premises by any tenant, household member, guest, and any such activity engaged in on or near the ~~Housing~~ Authority premises by any other person under the Tenant's control;

(12) A household member illegally using a drug or exhibiting a pattern of illegal use of a drug that interferes with the health, safety, or right to peaceable enjoyment of the premises by other residents;

(13) When a Tenant has fled to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual has fled;

(14) When a Tenant has violated a condition of probation or parole imposed under Federal law or the state of any law;

(15) A household member's abuse of alcohol or pattern of abuse threatens the health, safety, or right to peaceful enjoyment of the premises by the other residents.

(b) The Authority shall give written notice of the proposed termination of the Lease of:

- (1) 14 days in the case of failure to pay rent;
- (2) A reasonable time, but not to exceed 30 days, considering the seriousness of the situation when the health or safety of other tenants or Authority staff is threatened;
- (3) 30 days in any other case.

(c) The notice of termination:

(1) The notice of termination to Tenant shall state specific reasons for the termination, shall inform Tenant of ~~his/her~~the Tenant's right to make such reply as ~~he/she~~Tenant may wish, and of Tenant's right to examine Authority documents directly relevant to the termination or eviction.

(2) When the Authority is required to offer Tenant the opportunity for a grievance hearing, the notice shall also inform Tenant of the right to request such a hearing in accordance with the Authority's grievance procedures.

(3) Any notice to vacate (or quit) which is required by State or local law may be combined ~~with,~~ or may run concurrently, with the notice of lease termination under this section. The ~~N~~nnotice to ~~V~~vacate ~~(or quit)~~ must be in writing, and specify that if Tenant fails to quit the premises within the applicable statutory period, appropriate action will be brought against Tenant, and Tenant may be required to pay ~~the~~all costs of court and attorney's fees in connection with any court proceeding.

(4) When the Authority is required to offer Tenant the opportunity for a grievance hearing under the Authority's grievance procedure for a grievance concerning the lease termination, the tenancy shall not terminate (even if any ~~N~~nnotice to ~~v~~vacate under State or local law has expired) until the period to request a hearing has expired, or (if a hearing is timely requested) the grievance process has been completed.

~~(5) (5)~~ When the Authority is not required to offer Tenant the opportunity for a hearing under the grievance procedure and the Authority has decided to exclude such grievance from Authority grievance procedure, the notice of lease termination shall (a) state that Tenant is not entitled to a grievance hearing on the termination; (b) specify the judicial eviction procedure to be used by the Authority for eviction and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process as defined in HUD regulations; and (c) state whether the eviction is for a criminal activity that threatens the health or safety of residents or staff or for drug-related criminal activity.

(6) The Notice shall state whether the eviction is for a criminal activity as described in 24 C.F.R. 966.51 (a) (2) (i) (A) or for a drug-related criminal activity as described in 24 C.F.R. 966.51 (a) (2) (i) (B).

~~(7) (6)~~ The Authority may evict the Tenant from the ~~unit~~apartment only by bringing a court action.

(d) Authority termination of tenancy for criminal activity or alcohol abuse.

(1) Evicting drug criminals.

(A) Methamphetamine conviction. The Authority must immediately terminate the tenancy if the Authority determines that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production on the premises of federally-assisted housing.

(B) Drug crime on or off the premises. Drug-related criminal engaged in on or off the premises by an Tenant, member of the tenant's household or guest, and any such activity engaged in on the premises by any other person under the Tenant's control is grounds for the termination of tenancy by the Authority. In addition, the Authority may evict a family when the Authority determines that a household member is illegally using a drug or when the Authority determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

(2) Evicting other criminals.

(A) Threat to other residents. Any criminal activity by a covered person that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including Authority management staff residing on the premises) or threatens the health, safety, or right to peaceful enjoyment of their residents by persons residing in the immediate vicinity of the premises is grounds for termination of tenancy.

(B) Fugitive felon or parole violator. The Authority may terminate the tenancy if a felon is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or violating a condition of probation or parole imposed under Federal or State law.

(3) Eviction for criminal activity.

(A) Evidence. The Authority may evict the Tenant by judicial action for criminal activity in accordance with 24 USC 966.4 if the Authority determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.

(B) Notice to post office. When the Authority evicts an individual for criminal activity, the Authority must notify the local post office serving the apartment that the individual or family is no longer residing at the apartment.

(4) Use of criminal record. If the Authority seeks to terminate the tenancy for criminal activity as shown by a criminal record, the Authority must notify the household of the proposed action to be based on the information and must provide the subject of the record and the Tenant with a copy of the criminal record before a grievance hearing or court trial.

(5) Cost of obtaining criminal record. The Authority may not pass on to the Tenant the costs of a criminal records check.

(6) Evicting alcohol abusers. The Authority must establish standards that allow termination of tenancy if the Authority determines that a household member has:

(A) Engaged in abuse or a pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents; or

(B) Furnished false or misleading information concerning illegal drug use, alcohol abusers.

(7) Authority action generally.

(A) Assessment under Public Housing Authorities. Under the Public Housing Assessment System (PHAS) public housing authorities that have adopted policies, procedures and practices and can document that that they appropriately evict any public housing residents who engage in certain activity detrimental to the public housing community receive points. (See 24 C.F.R. 902.43 (a) (5)). This policy takes into account the importance of eviction of such residents to public housing communities and program integrity, and the demand for assisted housing by families who will adhere to lease responsibilities.

(B) Consideration of circumstances. In manner consistent with such policies, procedures and practices, the Authority may consider all circumstances relevant to a particular case such as the seriousness of the offending action, the extent of participation by the leaseholder in the offending action, the effects that the eviction would have on family members not involved in the offending action and the extent to which the leaseholder has shown personal responsibility and has taken all reasonable steps to prevent or mitigate the offending action.

(C) Exclusion of culpable household member. The Authority may require a Tenant to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for action or failure to act that warrants termination.

(D) Consideration of rehabilitation. In determining whether to terminate tenancy for illegal drug use or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, or for abuse or a pattern of abuse of alcohol by a household member, the Authority may consider whether the such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully (42 U.S.C. 13662). For this purpose, the Authority may require the Tenant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

(E) Length of period of mandatory prohibition on admission. If a statute requires that the Authority prohibit admission of persons for a prescribed period of time after some disqualifying behavior or event, the Authority may apply that prohibition for a longer period of time.

(F) Nondiscrimination limitation. The Authority's eviction actions must be consistent with fair housing and equal opportunity provisions of 24 USC 5.105. ~~(d) Tenant may terminate this Lease at any time by giving 30 days written notice as described in above.~~

~~(e) In deciding to evict for criminal activity, the Authority shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the prescribed activity and on the family's neighbors. In appropriate cases, the Authority may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the prescribed activity will neither reside in nor visit the unit. The Authority may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.~~

~~(f) When the Authority evicts a tenant from a dwelling unit for criminal activity the Authority shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit.~~(e) Eviction: Right to examine Authority documents before hearing or trial. The Authority shall provide the Tenant a reasonable opportunity to examine, at the Tenant's request, before an Authority grievance hearing or court trial concerning a termination of tenancy or eviction, any documents, including records and regulations, which are in the possession of the Authority, and which are directly relevant to the termination of tenancy or eviction. The Tenant shall be allowed to copy any such document at the Tenant's expenses. A notice of lease termination pursuant to Section 966.4(1) (3) shall inform the Tenant of the Tenant's right to examine Authority documents concerning the termination of tenancy or eviction. If

the Authority does not make documents available for examination upon request by the Tenant (in accordance with this

(f)

Waiver: No delay or failure by the Authority in exercising any right under this lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein in this Lease.

ARTICLE X POLICY GOVERNING PETS

Tenants are permitted to keep, maintain, harbor and board only such pets and only upon such conditions as are prescribed in the Rules Governing Pets, which are a part of the Rules governing this community. No Tenant may keep, maintain, harbor or board any pet unless a permit for such pet is first obtained from the Authority in accordance with the Rules Governing Pets.

ARTICLE XI HOUSEKEEPING STANDARDS

In an effort to improve the livability and conditions of the apartments owned and managed by the Authority, uniform standards for resident housekeeping have been developed for all tenant families.

(a) Authority Responsibility: The standards that follow will be applied fairly and uniformly to all Tenants. The Authority will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection, the Authority will notify Tenant in writing if he/she fails to comply with the standards. The Authority will advise Tenant of the specific correction(s) required to establish compliance, and indicate that training is available. Within a reasonable period of time, the Authority will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms.

Training will be available at no cost to any Tenant requesting or needing assistance in complying with the Housekeeping Standards.

(b) Tenant responsibility: Tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction.

(c) Housekeeping Standards: Inside the Apartment (General)

(1) Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.

(2) Floors: should be clean, clear, dry and free of hazards.

(3) Ceilings: should be clean and free of cobwebs.

(4) Windows: should be clean and not nailed shut. Shades or blinds should be intact.

(5) Woodwork: should be clean, free of dust, gouges, or scratches.

(6) Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.

(7) Heating units: should be dusted and access uncluttered.

(8) Trash: shall be disposed of properly and not left in the unit.

(9) Entire unit should be free of rodent or insect infestation.

(10) Air Conditioner: (For Stanley Terrace only)

(4) —Air Conditioner filter should be clean and free of dirt & dust. For Stanley Terrace tenants, maintenance of the air conditioning unit is Tenant's exclusive responsibility

Kitchen:

(11) Stove: should be clean and free of food and grease.

(12) Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.

(13) Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.

(14) Exhaust Fan: should be free of grease and dust.

(15) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.

(16) Food storage areas: should be neat and clean without spilled food.

(17) Trash/garbage: should be stored in a covered container until removed to the disposal area.

Bathroom:

(1) Toilet and tank: should be clean and odor free.

(2) Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.

(3) Lavatory: should be clean

(4) Exhaust fans: should be free of dust.

(5) Floor: should be clean and dry.

Storage Areas:

(1) Linen closet: should be neat and clean.

(2) Other closets: should be neat and clean. No highly flammable materials should be stored in the unit.

(3) Other storage areas: should be clean, neat and free of hazards.

(d) Housekeeping Standards: Outside the Apartment The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of Tenant:

(1) Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.

(2) Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.

(3) Steps (front and rear): should be clean, and free of hazards.

(4) Sidewalks: should be clean and free of hazards.

(5) Storm doors: should be clean, with glass or screens intact.

(6) Parking lot: should be free of abandoned cars. There should be no car repairs in the lots.

(7) Hallways: should be clean and free of hazards.

(8) Stairwells: should be clean and uncluttered.

(9) Laundry areas: should be clean and neat. Remove lint from dryers after use.

(10) Utility room: should be free of debris, motor vehicle parts, and flammable materials.

ARTICLE XII TENANT'S OBLIGATIONS

Tenant shall be obligated:

(a) Not to assign the Lease, nor sublease the dwelling unit.

(b) ~~—(1)—~~ Not to give accommodation to boarders or lodgers;

~~(2) Not to nor~~ give accommodation to long-term guests (in excess of fourteen (14) days) without the advance written consent of the Authority.

(c) To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household as identified in Article I of the Lease and not to use or permit its use for any other purpose. This provision does not exclude the care of foster children or live-in care of a member of Tenant's family, provided the accommodation of such persons conforms to the Authority's occupancy standards, and so long as the Authority has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit.

(d) To abide by necessary and reasonable regulations promulgated by the Authority for the benefit and well-being of the housing project and Tenants. These regulations shall be posted in a conspicuous manner in the project office and incorporated by reference in this Lease. Violation of such regulations constitutes a violation of the Lease.

(e) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household.

(f) To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of Tenant, free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made for Tenants who have no household members able to perform such tasks because of age or disability. [966.4 (g)]

(g) To dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by the Authority. To refrain from, and cause members of Tenant's household or guest to refrain from, littering or leaving trash and debris in common areas.

(h) To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators.

(i) To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of dwelling unit or project.

~~(j)~~ To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, project buildings, facilities, or common areas caused by Tenant, household members or guests.

(k) To act, and cause household members or guests to act in a manner that will:

(1) Not disturb other residents' peaceful enjoyment of their accommodations; and

(2) Be conducive to maintaining all Authority projects in a decent, safe, and sanitary condition.

 (l)

~~(4)~~ To assure that ~~no~~ tenant, ~~any~~ member of the household, ~~or~~ guest, ~~or another person under Tenant's control, shall not~~ engages in:

(1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority, or;

(2) Any drug-related criminal activity on or off the premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute. or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.)

(m) To assure that no person under the Tenant's control engages in:

(1) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents; or

(2) Any drug related criminal activity on the premises.

(n) To assure that no member of the household engages in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents.

~~(o)~~ To make no alterations or repairs or redecoration to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances without written consent of the Authority. To make no changes to locks or install new locks on exterior doors without the Authority's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers excepted) without authorization by the Authority.

~~(p)~~ To give prompt prior notice to the Authority, ~~in accordance with Section VIII hereof,~~ of Tenant's leaving the dwelling unit unoccupied for any period exceeding fourteen days.

~~(q)~~ To act in a cooperative manner with neighbors and the Authority's Staff. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and the Authority's staff.

~~(r)~~ Not to display, use, or possess or allow members of Tenant's household or guests to display, use or possess any firearms, (operable or inoperable) or other offensive weapons as defined by the laws and courts of the State of anywhere on the property of the Authority.

(~~qs~~) To take reasonable precautions to prevent fires and to refrain from storing or keeping flammable materials upon the premises.

(~~ft~~) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the dwelling unit.

(~~su~~) To refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit, except that roof antennas may be installed in accordance with regulations set forth by the Authority with the written approval of the Authority.

(~~tv~~) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of the Authority.

(~~ux~~) To refrain from, and cause members of Tenant's household to refrain from keeping, maintaining, harboring, or boarding any dog, cat, livestock, or pet of any nature on the dwelling unit of any Authority family development, unless the keeping of such animal is in strict conformity with the **Rules Governing Pets** above.

(~~vy~~) To remove from Authority property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the Authority. Any inoperable or un-licensed vehicle as described above will be removed from Authority property at Tenant's expense. Automobile repairs are not permitted on project site.

(~~wz~~) To remove any personal property left on Authority property when Tenant leaves, abandons or surrenders the dwelling unit. Property left for more than 30 days shall be considered abandoned and will be disposed of by the Authority. Costs for storage and disposal shall be assessed against the former Tenant.

(~~xaa~~) To use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. TENANT SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO THE DWELLING UNIT, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the Project. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.

(~~ybb~~) (1) Not to commit any fraud in connection with any Federal housing assistance program, and

(2) Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the lease.

(~~zcc~~) To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.

ARTICLE III **DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY**

In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants:

Authority Responsibilities:

~~(a)~~ (a) The Authority shall be responsible for repair of the unit within a reasonable period of time after receiving notice from Tenant, ~~provided~~ **however**, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant.

(b) The Authority shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. The Authority is not required to offer Tenant a replacement unit if the hazardous condition was caused by Tenant, household members. or guests.

(c) Tenant shall accept any replacement unit offered by the Authority.

(d) In the event repairs cannot be made by the Authority, as described above, and alternative accommodations are unavailable, then rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if Tenant rejects alternative accommodations or if the damage was caused by Tenant, household members, or guests.

(e) If the Authority determines that the dwelling unit is untenable because of imminent danger to the life, health, and safety of Tenant, and alternative accommodations are refused by Tenant, this Lease shall be terminated, and any rent paid will be refunded to Tenant.

Tenant Responsibilities:

(af) Tenant shall immediately notify the Project Manager of the damage and intent to abate rent, when the damage is or becomes sufficiently severe that Tenant believes he/she/Tenant is justified in abating rent.

(bg) Tenant agrees to continue to pay full rent, less the abated portion agreed upon by the Authority, during the time in which the defect remains uncorrected.

**ARTICLE XIII
GRIEVANCE PROCEDURE**

All grievances or appeals arising under this lease will be processed and resolved in accordance with the grievance procedures of the Authority approved by HUD, or as established by HUD and if in effect at the time such grievance or appeal arises. These grievance procedures are posted in the Authority Office. These procedures are a part of this lease.

**ARTICLE XIV
CHANGES IN THE LEASE**

This lease, together with any future adjustments of rent, are the entire agreement between me and the Authority about my occupying my apartment. There are no other agreements or understandings between me and the Authority. Anything that I or the Authority may say about this lease is not part of this lease unless it is written in this lease. No changes in this lease will be made unless those changes are in writing, dated and signed by both me and the Authority-, except that changes in Policies, Rules and Regulations may be changed without the signature of both parties.

**ARTICLE XV
FLORIDA LAW GOVERNS THIS LEASE**

This Lease shall be governed by all applicable laws of the State of Florida.

BY SIGNING THIS RENTAL AGREEMENT THE TENANT-OR RESIDENT- AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY THE FLORIDA STATUTES, THE LANDLORD/DEERFIELD BEACH HOUSING AUTHORITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S OR RESIDENT'S PERSONAL PROPERTY.

Both the Authority and I have signed this lease below, and both I and the Authority agree to be bound by all of the terms and conditions stated in this lease.

We have signed this lease in Deerfield Beach, Florida, on this _____ day of _____, 20_____.

THE DEERFIELD BEACH HOUSING AUTHORITY

BY: _____
ITS AUTHORIZED AGENT

~~RESIDENT~~TENANT

~~RESIDENT~~TENANT

~~RESIDENT~~TENANT

~~RESIDENT~~TENANT

Housing Authority of the City of Deerfield Beach, Florida Deconcentration and Income Mixing in Public Housing Policy

Pursuant to and in conformity with Section 513 of the Quality Housing and Work Responsibility Act of 1998, which amends Section 16 of the Housing Act of 1937. These policy changes shall reflect the requirements for HUD's deconcentration provisions.

The Deerfield Beach Housing Authority (hereinafter referred to as (DBHA) has two (2) public housing developments. Our Family development (hereinafter referred to as Stanley Terrace Apartments) consist of two (2) and three (3) bedroom units and our elderly/ disable development (hereinafter referred to as the Palms of Deerfield) consist of efficiency (0) and one (1) bedroom units. The DBHA waiting lists is site based because each development housing needs are different and are consistent with all civil rights and fair housing laws.

The median income for DBHA's housing development is ten thousand, two hundred and sixty-three dollars (\$10,263). According to the U.S. 1990 census data the median income for residents in the housing authority's census tract is twenty-two thousand dollars (\$22,000) and twenty-seven thousand dollars (\$27,000) annually citywide. This indicates that there is a significant disparity of income among our public housing residents and the surrounding community. The DBHA reserve it's right to skip over families on the waiting list based on income. Such skipping shall be uniformly applied, whenever necessary and will effectively meet the statues requirements. No exact quotas will be used in order to secure deconcentration levels. **However, the DBHA acknowledges its legal responsibility under Section 16 of the USHA with respect to income targeting, which directs that for each fiscal year at least 40% of families admitted to public housing by the DBHA must have incomes that do not exceed 30% of the area median. Other admissions must be at or below 80% of the area median.** To the extend the DBHA exceeds the income target in the tenant based program (Section 8) by up to 10% of the program size, the DBHA may admit that many fewer than 40% (but no less than 30%) of new public housing families at or below the area median.

As an additional policy to achieve the goals of deconcentration and income mixing the DBHA adopts a ceiling rent in accordance with QHWRA subsection 519 9d) for both of its public housing projects. For the Palms of Deerfield the ceiling rent for efficiency (0) is \$325 and one (1) bedroom is \$425. For Stanley Terrace Apartments the ceiling rent for two (2) bedroom is \$525per month and 4625per month for three (3) bedrooms.

In addition to the above rent incentives and skipping of families on the public Housing waiting lists, the policy of a working preference is retained and the addition of appropriate affirmative marketing efforts shall be made to further the goal of deconcentration.

The foregoing changes have been approved while taking into account while taking into account current tenant populations and housing authority resources. In implementation of these changes the DBHA acknowledges its duty to ensure compliance with all applicable non-discrimination requirements,

Deerfield Beach Housing Authority Flat Rents

In accordance with the 1998 Quality Housing and Work Responsibility Act, the Deerfield Beach Housing Authority will implement the following flat rents effective 10/1/2002. The Deerfield Beach Housing Authority ceiling rents will no longer be in effect.

Beginning October 1, 2002 the residents at Stanley Terrace Apartments and the Palms of Deerfield will have the opportunity to choose between income based rent and Flat rent. A resident who selects income based rent will continue to pay thirty percent of their total household income for rent, minus the allowable deductions and utility allowance. The resident who select flat rent will be charged based on the market rent charged for comparable units in the private assisted rental market. The Deerfield Beach Housing Authority compared its two low income developments to Park Apartments and Praxis of Deerfield. Both of these developments were built as affordable housing complexes and are very similar in design and amenities to our housing development.

Park Apartments are located at 403 Southwest 13th Place, Deerfield Beach, Fla approximately ½ mile southeast of Stanley Terrace Apartments. The design of Park Apartments is very similar to Stanley Terrace Apartments. It is a two story walk-up. Park Apartments were constructed in 1970. Park Apartments, two bedroom units are 622 sq . feet and the three bedrooms/ 1 and 1/2 baths are 828 square feet. They have an on site laundry facility, basketball court, and a tot lot. Park Apartments two bedroom units are currently going for \$650.00 a month and the three bedroom units are going for \$780.00 per month. The neighborhoods are very similar and are in walking distance to the elementary and middle schools. Stanley Terrace is contiguous to Westside Park, one of the City's Park and Recreation Department which hosts, numbers of social, recreational and cultural activities. Stanley Terrace Apartments has 48 two bedrooms apartments and 48 three bedrooms, 1 and ½ baths apartments. There is a daycare center located on site, a management office, and a children's room. The Flat rent for Stanley Terrace will be in line with the rents for

Park Apartments. **The Stanley Terrace 2 bedroom flat rent will be \$650 and the three bedroom flat rent will be \$780.00.** Although the market rents in the area of a two bedroom is averaging \$850 and up, I believe that the comparable to Park Apartment is a fair market value rent that will encourage self-sufficiency for our residents.

A good comparable of the fair market value for the Palms of Deerfield is Praxis of Deerfield and Deerfield East Apartments. Praxis is located at 1111 Southwest 15th Street, Deerfield Beach, Florida. Praxis was constructed in two phases. The first phase was built in 1996 and consist of 36 one bedroom with one bath and the price ranges from \$520 to \$600.00 per month. Praxis amenities include garbage disposal, community room, all paid utilities, community pool and computer lab. The second phase was constructed in 2000, and it also includes the same amenities plus, dishwashers in every unit and storm shutters. The second phase has one hundred and twenty-eight units, thirty-two of which are two bedrooms. The one bedroom is \$600 a month and the two bedrooms are running \$710.00 a month. Deerfield East Apartments are located at 1409 Se 8th Ave., Deerfield Beach, Florida. There are a total of 80 units, which comes equipped with stove, refrigerator, and laundry facility. Tenants are responsible for their own electric bills. The one bedroom is \$670 to \$700 dollars a month and the two bedrooms are \$800 to \$850.00 a month. Deerfield East is located just east of Federal Highway in Deerfield Beach. A comparison of the Deerfield Beach Housing Authority Section 8 one bedroom demonstrates that the market rents in the Deerfield/Pompano Beach Area averages \$500.00 to \$625.00 per month, with the average contract rent being \$550.00. The Palms of Deerfield has 52 one bedroom and 48 efficiency apartments. It's located at 425 NW 1st Terrace, Deerfield Beach, Florida. The units are equipped with stove, refrigerator, central air and heat and a patio. Located at the Palms is a central laundry room, community room, on site management and maintenance. **The Palms of Deerfield Ceiling rent will be \$470.00 for the efficiency and \$520.00 for a one bedroom.**

Residents of our Public Housing will have the opportunity to choose between income based rent, which is based on the family's income and the Deerfield Beach Housing

Authority's policies for determination of such rents and/or the Flat rent amounts at their annual reexam effective 10/1/2002. Residents will be mailed the options with their notice of reexam and a copy of their choice will be retained in the residents' file. The notice will list the Deerfield Beach Housing Authority's flat rent amounts, along with a projected income based rent amount for each family. This offer will be made only once per year. Families that chose the flat rent will be exempt from having a reexam performed annually, and will only be required to have a reexam every three years. If the family chooses the Flat rent then the Deerfield Beach Housing Authority will not pay any utility reimbursement. The family will also be notified of its option to switch from a flat rent to income-based rent because of hardship. A family may at anytime request a switch to payment of income-based rent (before the next annual option) if the family is unable to pay **flat rent** because of financial hardship.

Deerfield Beach Housing Authority
Annual Re-exam
Rental Selection Certification

I, _____, certify that the Deerfield Beach Housing Authority explained my options of having my rent based on my total family's household composition and income or having my rent based on its current Flat Rent system of \$650.00 for a two-bedroom and \$780.00 for a three bedroom apartment including utility allowance.

I understand that if I select the flat rent system, I will not be required to have an annual re-exam once in every three years; however, should any financial hardship take place in the interim, I can select to go back to income based rent.

My income based rent amount for the upcoming year is approximately _____. I understand that this amount is just an approximation, based on the current information the Deerfield Beach Housing Authority has on file. I understand that upon, verification and review my tenant based income rent can be much higher or lower than the approximation given.

Please indicate with an X your selection:

_____ Income Based Rent

_____ Flat Rent

Head of Household

Date

Spouse

Date

Other Adult member

Date

Other Adult member

Date

Housing Needs of Families on the Waiting List

Waiting list type: (select one)

- Section 8 tenant-based assistance
 - Public Housing
 - Combined Section 8 and Public Housing
 - Public Housing Site-Based or sub-jurisdictional waiting list (optional)
- If used, identify which development/subjurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	25		20
Extremely low income <=30% AMI	16	64%	
Very low income (>30% but <=50% AMI)	8	32%	
Low income (>50% but <80% AMI)			
Families with children	24	99%	
Elderly families	1	1%	
Families with Disabilities			
Race/ethnicity white	3	12%	
Race/ethnicity Black	22	88%	
Race/ethnicity			
Race/ethnicity			
Characteristics by Bedroom Size (Public Housing Only)			
1BR			
2 BR			
3 BR			
4 BR			
5 BR			
5+ BR			