

# *Housing Authority Of the City of Stuart*

Streamlined Annual Agency Plan  
Fiscal Year: April 1, 2009



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*Housing Authority of the City of Stuart  
611 Church Street  
Stuart, FL 34994  
772-287-0496*

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Executive Director*

# HOUSING AUTHORITY OF THE CITY OF STUART

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<b>PHA 5-Year and Annual Plan</b>	<b>U.S. Department of Housing and Urban Development Office of Public and Indian Housing</b>	<b>OMB No. 2577-0226 Expires 4/30/2011</b>
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<b>1.0</b>	<b>PHA Information</b> PHA Name: <u>Housing Authority of the City of Stuart</u> PHA Code: <u>FL045</u> PHA Type: <input checked="" type="checkbox"/> Small <input type="checkbox"/> High Performing <input type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): <u>04/01/2009</u>				
<b>2.0</b>	<b>Inventory</b> (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <u>70</u> Number of HCV units: <u>77</u>				
<b>3.0</b>	<b>Submission Type</b> <input checked="" type="checkbox"/> 5-Year and Annual Plan <input type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only				
<b>4.0</b>	<b>PHA Consortia</b> <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)				
	Participating PHAs <b><u>Not Applicable</u></b>	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program
					PH HCV
	PHA 1:				
	PHA 2:				
	PHA 3:				
<b>5.0</b>	<b>5-Year Plan.</b> Complete items 5.1 and 5.2 only at 5-Year Plan update.				
<b>5.1</b>	<b>Mission.</b> 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 for the next five years: <b><u>See Page 5</u></b>				
<b>5.2</b>	<b>Goals and Objectives.</b> Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. <b><u>See Page 6</u></b>				
<b>6.0</b>	<b>PHA Plan Update</b> (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions. <b><u>See Page 7</u></b>				
<b>7.0</b>	<b>Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers.</b> <i>Include statements related to these programs as applicable.</i> <b><u>Not Applicable</u></b>				
<b>8.0</b>	<b>Capital Improvements.</b> Please complete Parts 8.1 through 8.3, as applicable. <b><u>See notes in 8.1, 8.2 and 8.3</u></b>				
<b>8.1</b>	<b>Capital Fund Program Annual Statement/Performance and Evaluation Report.</b> As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> , form HUD-50075.1, for each current and open CFP grant and CFFP financing. <b><u>See Attachment</u></b>				
<b>8.2</b>	<b>Capital Fund Program Five-Year Action Plan.</b> As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i> , form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan. <b><u>See Attachment</u></b>				
<b>8.3</b>	<b>Capital Fund Financing Program (CFFP).</b> <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements. <b><u>Not Applicable</u></b>				
<b>9.0</b>	<b>Housing Needs.</b> Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. <b><u>See Pages 8 &amp; 9</u></b>				

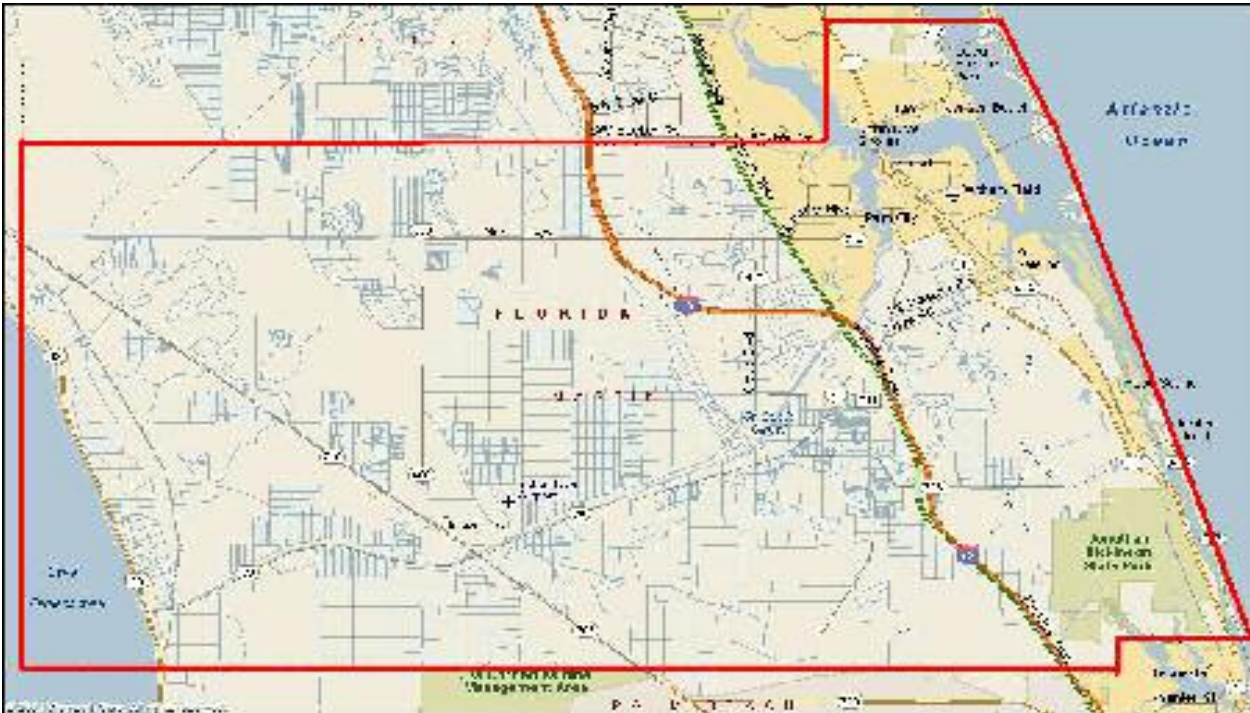
9.1	<p><b>Strategy for Addressing Housing Needs.</b> Provide a brief description of the PHA’s strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. <b>Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan. <u>Not Applicable</u></b></p>
10.0	<p><b>Additional Information.</b> Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA’s progress in meeting the mission and goals described in the 5-Year Plan. <b>See page 10</b></p> <p>(i) Significant Amendment and Substantial Deviation/Modification. Provide the PHA’s definition of “significant amendment” and “substantial deviation/modification” <b>See page 10</b></p>
11.0	<p><b>Required Submission for HUD Field Office Review.</b> In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. <b>Note:</b> Faxed copies of these documents will not be accepted by the Field Office.</p> <p>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</p> <p>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</p> <p>I Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</p> <p>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</p> <p>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)</p> <p>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.</p> <p>(g) Challenged Elements</p> <p>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)</p> <p>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only) <b>Previously Submitted, see page 11</b></p>

# HOUSING AUTHORITY OF THE CITY OF STUART

## MISSION STATEMENT

The Housing Authority of the City of Stuart utilizes available federal, state and local resources to serve the residents of the City of Stuart by working to upgrade and maintain the existing housing stock, encourage the construction of new housing affordable to low and moderate income households, promote economic development and provide low and moderate income family's and senior households with decent, safe and affordable rental housing opportunities.

The Housing Authority of the City of Stuart further promotes personal, economic and social upward mobility to provide families the opportunity to make the transition from subsidized to non-subsidized housing.



## **5.2 Goals and Objectives**

### **Goal 1:**

Maximize the number of affordable units available to the PHA within its current resources by employing affective maintenance, and management policies to minimize the number of public housing units off line. To reduce turnover time for vacated public housing units, to reduce time to renovate public housing units, maintain or increase lease rates for Section 8 Housing Choice Voucher Program by establishing payment standards that will enable families to rent throughout the jurisdiction. To maintain or increase our Section 8 Lease up rates by affecting screening Section 8 applicants to increase owners acceptance of the program, and to maintain or increase Section 8 lease up rates by marketing the program to owners particularly those outside of areas of minority and poverty concentration.

### **Goal 2:**

Increase the number of affordable housing units by applying for additional Section 8 Vouchers should they become available, and pursuing housing resources other than Public Housing or Section 8 tenant based assistance.

### **Goal 3:**

Targeting available assistance to families at or below 30% of Area Medium Income (AMI), exceed HUD's Federal targeting requirements for families at or below 30% of the AMI in Public Housing and in Tenant Based Section 8 Assistance, and to adopt rent policies to support and encourage work.

### **Goal 4:**

Target available assistance to families at or below 50% of the AMI to employ admissions aimed at families that are employed and to adopt rent policies to support and encourage work.

### **Goal 5:**

Target available assistance to families with disabilities to carry out the modifications needed in Public Housing based on Section 504 Needs Assessments for Public Housing. To affirmatively market to local non-profit agencies that assist families with disabilities.

## **6.0 PHA Plan Update:**

### **6.0 (a)**

#### **Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:**

Due to the lack of funding, we were unable to perform the items listed, therefore, we have transferred all our CFP funds to our operating account, and when we have sufficient funds accumulated we will start to work on items needing replacement.

### **6.0 (b)**

#### **Identify the specific locations where the public may obtain copies of the 5-Year and Annual PHA Plan.**

Our PHA Plan can be viewed by the Public in our Office at 611 Church Street, Stuart, FL 34994. At present we do not have an official website, however, once we obtain one, document's will be posted. We have also provided each member of our Advisory Board Council with a copy of our Annual Agency Plan.

## **9.0 Housing Needs**

### **Housing Needs Statement as per the Consolidated Plan**

To reduce substandard housing conditions, increase affordable housing opportunities, improve infrastructure and safety conditions, and provide for land use regulations that reflect and strengthen the neighborhood characteristics of East Stuart.

The housing authority has accessed the housing needs of our low-income, very low-income, and extremely low-income families who reside in our jurisdiction which the Housing Authority of the City of Stuart serves, including elderly families, families with disabilities, and households of various races and ethnic groups. This information is compiled through our “Happy Software” program reflects the following:

Extremely Low Income – 121 applicants

Very Low Income – 42 applicants

Low Income – 2 applicants, which equals a total of 165 applicants on our waiting list.

The 165 applicants on our Public Housing waiting lists consist of:

- 102 are families with children,
- 22 are elderly,
- 27 are families and/or elderly with disabilities, and
- 14 are singles.

The racial group is composed of the following:

- 1 - Asian
- 95 - Black or African American, and
- 69 - White

All of our public housing units are extremely well maintained, and consist of one, two, three, four and five bedroom units. All units are centrally located either with the office or within one mile of the office.

Our Section 8 Housing Choice Voucher Program has 101 applicants on their waiting list.

- 81 are families with children,
- 4 are elderly,
- 16 are families and/or elderly with disabilities, and
- 0 are singles.



**Housing needs continued:**

The racial group is composed of the following:

- 1 - American Indian/Alaska Native
- 69 - Black or African American, and
- 31 - White

With regard to affordability, supply, quality, accessibility, size of units and location, the City of Stuart, Martin County area has a large number of apartment complexes, duplex's and single family homes that are affordable and fall within our FMR guidelines.

## **10.0 Additional Information**

### **(a) Progress in Meeting Mission and Goals**

#### **Strategy One**

The Executive Director will continue to work in consultation with the Board of Commissioners to implement operational systems to ensure the completion of all job tasks in an efficient manner. This will include investigating contract alternatives and developing systems for contract monitoring, as applicable.

As an ongoing process, the Housing Authority of the city of Stuart will utilize existing community sources and identify sources of funding for programs to improve service delivery and physical improvements to the Housing authority's facilities and reduce duplicative costs.

#### **Strategy Two**

The Housing Authority will provide a work force with a professional image by conducting and participating in community efforts, including contracting maintenance services as necessary, to promote the benefits and beautification of the City.

#### **Strategy Three**

The Housing Authority will initiate, implement, and maintain a preventive maintenance and landscaping plan which includes seasonal flower planting and creating attractive and consistent signage for the properties.

As an ongoing process, the Executive Director and the staff of the Housing Authority of the City of Stuart will develop methods of enforcing model neighbor standards, marketing strategies and plans for future success.

#### **Strategy Four**

The Housing Authority will develop a communication process that will improve the timely sharing of information concerning any future programs, plans and budgets.

### **(i) Significant Amendment and Substantial Deviation/Modification**

There are no Significant Amendments and/or Substantial Deviations to the Five Year Plan and Annual Plan.

## Annual Plan Inclusion

II.

III. CRITERIA FOR SUBSTANTIAL DEVIATION AND SIGNIFICANT AMENDMENTS

### 24 CFR Part 903.7 (r) (2)

#### Substantial Deviation from the Five-Year Plan:

A Substantial Deviation from the Five-Year Plan is an overall change in the direction of the Housing Authority (HA) pertaining to its goals and objectives. The HA will consider the following actions as a Substantial Deviation from the Five-Year Plan:

- The undertaking of new program activities that do not otherwise further the HA's stated mission or further the goals as set forth in the current Five-Year Plan.
- Insufficient budget authority from HUD necessitating the need to either, alter, reduce, or terminate any specific program activity.
- New program activities required or adopted to reflect changes in HUD regulations or as a result of a declared national or local emergency are *exempted* actions. In such cases, the administrative/programmatic changes implemented will not be considered as a Substantial Deviation from the Five-Year Plan.
- Other deviations: (specify action)

Significant Amendment or Modification to the Five-Year Plan and Annual Plan:

**A Significant Amendment or Modification to the Annual Plan is a change in policy pertaining to the operation of the HA. The HA will consider the following actions as a Significant Amendment or Modification to the Five-Year Plan and Annual Plan:**

- **Significant changes to rent or admission policies, or organization of the waiting list.**
- **Addition of new work items (*excludes* emergency work) not included in the Capital Fund Program (CFP) 5-Year Action Plan or Annual Statement(s) exceeding a cumulative amount of \$ 10,845.00<sup>1</sup> under the current Fiscal Year, or changes in use of the replacement reserve under the CFP.**
- **Demolition and/or disposition activities, new or amended development plans, designation or conversion actions not currently identified in the Five-Year Plan or either the Annual Plan, or otherwise approved by HUD.**
- New program activities required or adopted to reflect changes in HUD regulations or as a result of a declared national or local emergency are *exempted* actions. In such cases, the administrative/programmatic changes implemented will not be considered as a Substantial Amendment or Modification to the Five-Year Plan and Annual Plan.
- Other amendments or modifications: (specify action)

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<sup>1</sup> Average of 10% of the latest funded CFP grant.

## ***11.0 Required Submission for HUD Field Office Review***

The following certifications were submitted to the field office on December 3, 2008.

1. HUD 50076 - PHA Certification of Compliance with the PHA Plans and Related Regulations.
2. HUD 50070 - Certification for a Drug Free Workplace.
3. HUD 50071 – Certification of Payment to Influence Federal Transactions.
4. Standard Form LLL, Disclosure of Lobbying Activities.
5. Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan, as required by HUD.
6. Certificate of Statement for Resident Membership on PHA Governing Board as required by HUD.
7. Certification of Statement for Progress in meeting 5 – year mission and goals as required by HUD.
8. Board Resolution mailed January 5, 2009 to field office.

## VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

### IV. I. PURPOSE AND APPLICABILITY

- V. THE PURPOSE OF THIS POLICY (HEREIN CALLED "POLICY") IS TO IMPLEMENT THE APPLICABLE PROVISIONS OF THE VIOLENCE AGAINST WOMEN AND DEPARTMENT OF JUSTICE REAUTHORIZATION ACT OF 2005 (PUB. L. 109-162) AND MORE GENERALLY TO SET FORTH THE HOUSING AUTHORITY OF THE CITY OF STUART'S (SHA) POLICIES AND PROCEDURES REGARDING DOMESTIC VIOLENCE, DATING VIOLENCE, AND STALKING, AS HEREINAFTER DEFINED.

This Policy shall be administrated by the Housing Authority of the City of Stuart for all federally subsidized public housing and Section 8 rental assistance under the United States Housing Act of 1937 (42 U.S.C. §1437 *et seq.*). SHA policy is to comply with the 2005 VAWA Pub. L. 109-162; Stat.2960 signed into law on 01/05/06 and codified at 42 U.S.C. § 1437d(1) and 1437f(d),(o) & 1 and (u). This policy is gender-neutral, and protection is available to males as well as females who are victims.

### VI. II. GOALS AND OBJECTIVES

This Policy has the following principal goals and objectives:

- A. Maintaining compliance with all applicable legal requirements imposed by VAWA;
- B. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by SHA;
- C. Providing and maintaining housing opportunities for victims of domestic violence dating violence, or stalking;
- D. Creating and maintaining collaborative arrangements between SHA, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence and stalking, who are assisted by SHA; and
- E. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by SHA.

### III. Other SHA Policies and Procedures

This Policy shall be referenced in and attached to the Housing Authority of the City of Stuart's Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of the Housing Authority of the City of Stuart's Admissions and Continued Occupancy Policy. Our annual public housing agency plan shall also contain information concerning the SHA's activities, services or programs relating to domestic violence, dating violence, and stalking. To the extent any provision of this policy shall vary or contradict any previously adopted policy or procedure of SHA, the provisions of this Policy shall prevail.

### VII. IV. DEFINITIONS

As used in this Policy:

**A. Domestic Violence** – The term 'domestic violence' includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction."

**B. Dating Violence** – means violence committed by a person –

- (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
  - (B) where the existence of such a relationship shall be determined based on a consideration of the following factors:
    - (i) The length of the relationship.
    - (ii) The type of relationship.
    - (iii) The frequency of interaction between the persons involved in the relationship.
- (A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and
- (B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –
- (i) that person;
  - (ii) a member of the immediate family of that person; or
  - (iii) the spouse or intimate partner of that person;

***D. Immediate Family Member - means, with respect to a person –***

- (A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or
- (B) any other person living in the household of that person and related to that person by blood or marriage.

***E. Perpetrator*** – means person who commits an act of domestic violence, dating violence or stalking against a victim.

**VIII. V. ADMISSIONS AND SCREENING**

***A. Non-Denial of Assistance***

The Housing Authority of the City of Stuart will not deny admission to public housing or to the Section 8 rental assistance program to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

***B. Admissions Preference***

No preference is required by the VAWA and therefore, the Housing Authority of the City of Stuart has not adopted one.

***C. Mitigation of Disqualifying Information***

When so requested in writing by an applicant for assistance whose history includes incidents in which the applicant was a victim of domestic violence, the SHA, may, but shall not be obligated to, take such information into account in mitigation of potentially disqualifying information, such as poor credit history or previous damage to a dwelling. If requested by an applicant to take such mitigating information into account, SHA shall be entitled to conduct such inquiries as are reasonably necessary to verify the claimed history of domestic violence and its probable relevance to the potentially disqualifying information. SHA will not disregard or mitigate potentially disqualifying information if the applicant household includes a perpetrator of a previous incident or incidents of domestic violence.

**IX. VI. TERMINATION OF TENANCY OR ASSISTANCE**

***A. VAWA Protections***

Under VAWA, public housing residents and persons assisted under the Section 8 rental assistance program have the following specific protections, which will be observed by SHA:

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.
2. In addition to the foregoing, tenancy or assistance will not be terminated by SHA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant’s control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:
  - (a) Nothing contained in this paragraph shall limit any otherwise available authority of SHA’ or a Section 8 owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant’s household. However, in taking any such action, neither SHA nor a Section 8 manager or owner may apply a more demanding standard to the victim of domestic violence dating violence or stalking than that applied to other tenants.
  - (b) Nothing contained in this paragraph shall be construed to limit the authority of SHA or a Section 8 owner or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager or SHA, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

### ***B. Removal of Perpetrator***

Further, notwithstanding anything in paragraph VI.A.2. or Federal, State or local law to the contrary, SHA or a Section 8 owner or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by SHA. Leases used for all public housing operated by SHA and, at the option of Section 8 Owners or Managers, leases for dwelling units occupied by families assisted with Section 8 rental assistance administered by SHA, shall contain provisions setting forth the substance of this paragraph.



### **A. Requirement for Verification**

The law allows, but does not require, SHA or a Section 8 Owner or Manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph VII. C., SHA will require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by SHA. Section 8 Owners or Managers receiving rental assistance administered by SHA may elect to require verification, or not to require it as permitted under applicable law.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

1. **HUD-approved form** - by providing to SHA or to the requesting Section 8 Owner or Manager a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.
2. **Other documentation** - by providing to SHA or to the requesting Section 8 Owner or Manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.
3. **Police or Court Record** – by providing to SHA or to the requesting Section 8 Owner or Manager a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

**B. *Time Allowed to Provide Verification or Failure to Provide.***

An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by SHA, or a Section 8 Owner or Manager to provide verification, must provide such verification within 14 business days (*i.e.*, 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

**C. *Waiver of Verification Requirement.***

The Executive Director of SHA, or a Section 8 Owner or Manager, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Executive Director, Owner or Manager. Any such waiver must be in writing.

A Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

**VIII. Confidentiality**

**A. *Right of Confidentiality***

All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to SHA or to a Section 8 owner or manager in connection with a verification required under section VII of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

1. requested or consented to by the individual in writing, or
2. required for use in a public housing eviction proceeding or in connection with termination of Section 8 assistance, as permitted in VAWA, or
3. otherwise required by applicable law.

**B. *Notification of rights.***

All tenants of public housing and tenants participating in the Section 8 Rental Assistance Program administered by SHA shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

## **IX. Transfer to New Residence**

### ***A. Application for Transfer***

In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, SHA will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing or Section 8 tenant to a different unit in order to reduce the level of risk to the individual. A tenant who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the tenant or another member of the household who is or was the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

### ***B. Action on Applications.***

SHA will act upon such an application within fifteen (15) business days from the date the application is received in the SHA office.

### ***C. No Right to Transfer***

SHA will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action. However, except with respect to portability of Section 8 assistance as provided in paragraph IX. E. below the decision to grant or refuse to grant a transfer shall lie within the sole discretion of SHA, and this policy does not create any right on the part of any applicant to be granted a transfer.

### ***D. Family Rent Obligations***

If a family occupying SHA public housing moves before the expiration of the lease term in order to protect the health or safety of a household member, the family will remain liable for the rent during the remainder of the lease term unless released by SHA. In cases where SHA determines that the family's decision to move was reasonable under the circumstances, SHA may wholly or partially waive rent payments and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a tenant subsequently occupying the unit.

### **E. Portability**

Notwithstanding the foregoing, a Section 8-assisted tenant will not be denied portability to a unit located in another jurisdiction (notwithstanding the term of the tenant's existing lease has not expired, or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements of the Section 8 program and has moved from the unit in order to protect a health or safety of an individual member of the household who is or has been the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

### **X. Court Orders/Family Break-up**

**A. Court orders.** It is the Housing authority of the City of Stuart's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by the SHA and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

**B. Family break-up.** Other SHA policies regarding family break-up are contained in SHA's Public Housing Admissions and Continuing Occupancy Plan (ACOP) and its Section 8 Administrative Plan.

### **XI. Relationships with Service Providers**

It is the policy of the Housing Authority of the City of Stuart to cooperate with organizations and entities, both private and governmental, that provide shelter and/or services to victims of domestic violence. If the staff of SHA become aware that an individual assisted by SHA is a victim of domestic violence, dating violence or stalking, SHA will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring SHA either to maintain a relationship with any particular provider of shelter or services to victims or domestic violence or to make a referral in any particular case. SHA's annual public housing agency plan shall describe providers of shelter or services to victims of domestic violence with which SHA has referral or other cooperative relationships.

### **X. XII. NOTIFICATION**

The Housing authority of the City of Stuart shall provide written notification to applicants, tenants, and Section 8 Owners and Managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance.

**XI. XIII. RELATIONSHIP WITH OTHER APPLICABLE LAWS**

Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

**XII. XIV. AMENDMENT**

The Executive Director may amend this policy when it is reasonably necessary to effectuate the Policy's intent, purpose, interpretation or is required to do so by Federal Law and HUD. The proposed amendment along with the rationale for the amendment shall be submitted to the Board of Commissioners for their approval.

**Agencies we work with:**

Florida Abuse Hotline, Victims Services of Martin County, Crisis line of the Treasure Coast, Prevention and Victims Services, Victims Assistance Program and Counseling and Recovery Center.

# **Membership of the Resident Advisory Board (RAB)**

**2008**

## **Resident Advisory Governing Board**

### **Housing Authority of the City of Stuart**

Jennie Davis – Resident Commissioner  
913 Dixie Lane  
Stuart, FL 34994  
772-219-0337  
Term Expires 10/31/2012

Rose Marie Springer  
512 Church Street  
Stuart, FL 34994  
772-287-4095  
Term Expires 10/31/2012

John Iarrobino  
105D East 7<sup>th</sup> Street  
Stuart, FL 34994  
772-223-0308  
Term Expires 10/31/2012

As specified in the Public Housing Agency Organization:

Required Resident Membership on Board of Directors or Similar Governing Body Final Regulation, issued October 21, 1999, PHA's are required to have a resident member of the PHA Board unless they meet specified exemption criteria. As a required attachment to the PHA Plan, each PHA must provide the name, method of selection (election or appointment) and term of appointment for the Resident Member of the PHA Governing Board. If the PHA does not have a resident serving on its board, it must provide a statement including: the reason why the resident member has not been appointed to the board (including its exemption category), the date of the next term expiration that would provide an opportunity to appoint a resident to the board, and the name and title of the appointing official for the Governing Board.

The “Resident Membership of the PHA Governing Board” must be listed as a “required attachment” in the Annual Plan table of contents.

Our present Board of Commissioners consists of seven (7) members who are appointed by the Mayor of the City of Stuart. At least one (1) member must be a resident.

The resident commissioner appointed to the Board of Commissioners by the Mayor of the City of Stuart is Jennie Davis who is a Resident of Public Housing and lives at the address stated above. All terms are for four (4) years, ending October 31, 2012.

## **ADVISORY BOARD MEETING COMMENTS**

The Housing Authority of the City of Stuart held its Advisory Board Meeting on December 2, 2008 at 1:00 P.M. As Executive Director I went over items we had accomplished and work that is still outstanding for the next five years. Advisory Board Member Rose Marie Springer asked when the resident would have central air conditioning in their units. It was explained that due to the shortage of Capital Funds, we needed to deal with structural issues first before we could start putting money aside for air conditioning. Ms. Springer stated that she understood. As that was the only question, our meeting was adjourned.



**Capital Fund Program—Five-Year Action Plan**

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 Expires 4/30/2011

<b>Part I: Summary</b> Housing Authority of the City of Stuart, Stuart, Martin County, FL 34994						
PHA Name/Number FL045		Locality (City/County & State)			<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:	
A.	Development Number and Name	Work Statement for Year 1 FFY: <u>2009</u>	Work Statement for Year 2 FFY: <u>2010</u>	Work Statement for Year 3 FFY: <u>2011</u>	Work Statement for Year 4 FFY: <u>2012</u>	Work Statement for Year 5 FFY: <u>2013</u>
B.	Physical Improvements Subtotal	Annual Statement	\$ 100,800.00	\$ 107,400.00	\$ 112,000.00	\$ 116,600.00
C.	Management Improvements		\$ 14,200.00	\$ 12,600.00	\$ 13,000.00	\$ 13,400.00
D.	PHA-Wide Non-dwelling Structures and Equipment					
E.	Administration					
F.	Other					
G.	Operations					
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds					
L.	Total Non-CFP Funds					
M.	Grand Total		\$ 115,000.00	\$ 120,000.00	\$ 125,000.00	\$ 130,000.00

**Capital Fund Program—Five-Year Action Plan**

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 Expires 4/30/2011

<b>Part I: Summary (Continuation)</b> Housing Authority of the City of Stuart, Stuart, Martin County, FL 34994						
PHA Name/Number FL045		Locality (City/county & State)			<input checked="" type="checkbox"/> Original 5-Year Plan	<input type="checkbox"/> Revision No:
A.	Development Number and Name	Work Statement for Year 1 FFY: <u>2009</u>	Work Statement for Year 2 FFY: <u>2010</u>	Work Statement for Year 3 FFY: <u>2011</u>	Work Statement for Year 4 FFY: <u>2012</u>	Work Statement for Year 5 FFY: <u>2013</u>
		Annual Statement				
1406	Operations		\$ 9,200.00	\$ 9,600.00	\$ 10,000.00	\$ 10,400.00
1408	Management Improvements		\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
1430	Fees & Costs		\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
1450	Site Improvement		\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00
1460	Dwelling Sturcture		\$ 79,800.00	\$ 87,400.00	\$ 97,300.00	\$ 101,600.00
1475	Non Dwelling Equipment		\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
	Total		\$ 115,000.00	\$ 120,000.00	\$ 125,000.00	\$ 130,000.00









<b>Part I: Summary</b>					
<b>PHA Name:</b>		<b>Grant Type and Number</b> Capital Fund Program Grant No: _____ Date of CFFP: _____		Replacement Housing Factor Grant No: _____	
				<b>FFY of Grant:</b> _____ <b>FFY of Grant Approval:</b> _____	
<b>Type of Grant</b>					
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: _____)					
<input type="checkbox"/> Performance and Evaluation Report for Period Ending: _____ <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>				
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant: (sum of lines 2 – 19)				
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security – Soft Costs				
24	Amount of line 20 Related to Security – Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> RHF funds shall be included here.

<b>Part I: Summary</b>				
<b>PHA Name:</b>		<b>Grant Type and Number</b> Capital Fund Program Grant No: _____ Replacement Housing Factor Grant No: _____ Date of CFFP: _____		<b>FFY of Grant:</b> _____ <b>FFY of Grant Approval:</b> _____
<b>Type of Grant</b> <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: _____) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: _____ <input type="checkbox"/> Final Performance and Evaluation Report				
<b>Line</b>	<b>Summary by Development Account</b>	<b>Total Estimated Cost</b>		<b>Total Actual Cost <sup>1</sup></b>
		<b>Original</b>	<b>Revised <sup>2</sup></b>	<b>Obligated      Expended</b>
<b>Signature of Executive Director</b>		<b>Date</b>	<b>Signature of Public Housing Director</b>	<b>Date</b>











Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
**Expires 4/30/2011**

<b>Part I: Summary</b>					
<b>PHA Name:</b>		<b>Grant Type and Number</b> Capital Fund Program Grant No: _____ Date of CFFP: _____		Replacement Housing Factor Grant No: _____	
				<b>FFY of Grant:</b> _____ <b>FFY of Grant Approval:</b> _____	
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<input type="checkbox"/> Performance and Evaluation Report for Period Ending: _____ <input type="checkbox"/> Final Performance and Evaluation Report					
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<b>Type of Grant</b> <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: _____) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: _____ <input type="checkbox"/> Final Performance and Evaluation Report				
<b>Line</b>	<b>Summary by Development Account</b>	<b>Total Estimated Cost</b>		<b>Total Actual Cost <sup>1</sup></b>
		<b>Original</b>	<b>Revised <sup>2</sup></b>	<b>Obligated      Expended</b>
<b>Signature of Executive Director</b>		<b>Date</b>	<b>Signature of Public Housing Director</b>	<b>Date</b>









