

1.0	PHA Information PHA Name: JOHNSON CITY HOUSING AUTHORITY PHA Code: TN02 PHA Type: <input type="checkbox"/> Small <input checked="" type="checkbox"/> High Performing <input type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): 10/2009				
2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: 756 Number of HCV units: 562				
3.0	Submission Type <input type="checkbox"/> 5-Year and Annual Plan <input checked="" type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only				
4.0	PHA Consortia <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)				
	Participating PHAs	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:				
5.0	5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update. N/A				
5.1	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 for the next five years:				
5.2	Goals and Objectives. 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.				
6.0	PHA Plan Update (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: N/A (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. Johnson City Housing Authority Main Office, 901 Pardee Street, Johnson City, TN and at PHA Development management offices. 6.1 Attached 6.2 Attached 6.3 Attached 6.4 Attached 6.5 Attached 6.6 N/A 6.7 Attached 6.8 Attached 6.9 Attached 6.10 Civil Rights Certifications – Part of HUD-50077 6.11 The most recent fiscal year audit (2008) had no findings. A copy was sent to the local HUD field office. 6.12 Attached 6.13 Attached				
7.0	Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. Include statements related to these programs as applicable. N/A				

8.0	Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.
8.1	Capital Fund Program Annual Statement/Performance and Evaluation Report. 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. Attached TN37-PO02-501-07 P & E Report, date ending 03/31/2009 TN37-PO02-501-08 P & E Report, date ending 03/31/2009 TN37-SO02-501-09 P & E Report, date ending 03/31/2009 TN37-PO02-501-09 Annual Statement
8.2	Capital Fund Program Five-Year Action Plan. 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. Attached
8.3	Capital Fund Financing Program (CFFP). <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. N/A
9.0	Housing Needs. 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. N/A
9.1	Strategy for Addressing Housing 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. Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan. N/A
10.0	Additional Information. Describe the following, as well as any additional information HUD has requested. (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) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification" N/A
11.0	Required Submission for HUD Field Office Review. 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. Note: Faxed copies of these documents will not be accepted by the Field Office. (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) Attached (b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only) Attached (c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only) Attached (d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only) Attached (e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only) N/A (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. Attached (g) Challenged Elements. There were no challenged elements to the 2009 Agency Plan. (h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only) Attached (i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only) Attached

6.1 Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures

PUBLIC HOUSING

Eligibility

Eligibility for admission is verified within three months of being offered a unit. The following non-income screening factors are used to establish eligibility for admission to public housing:

- Criminal or drug-related activity
- Rental history
- Housekeeping
- References

Waiting List

Johnson City Housing Authority has a community-wide waiting list. Interested persons may apply for admission at the main administrative office or at www.jchousing.org.

Admissions Preferences

JCHA does not plan to exceed the federal targeting requirements by targeting more than 40% of all new admission to public housing to families at or below 30% of median area income.

The following preferences are used:

- Involuntary Displacement (Disaster, government action, action of housing owner, inaccessibility, property disposition.
- Victims of domestic violence
- Working families and those unable to work because of age or disability
- Those enrolled currently in educational, training or upward mobility programs
- Elderly/disabilities

Occupancy

The following reference materials can be used to obtain information about the rules of occupancy of public housing:

- The PHA-resident lease
- The PHA's Admissions and Continued Occupancy Policy
- PHA briefing seminars or written materials

Deconcentration and Income Mixing

The policy listed below is an excerpt from the Admissions and Continued Occupancy Policy for the Johnson City Housing Authority (p. 22).

10.4 DECONCENTRATION POLICY

It is Johnson City Housing Authority's policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, we will skip families on the waiting list to reach other families with a lower or higher income. We will accomplish this in a uniform and non-discriminating manner.

The Johnson City Housing Authority will affirmatively market our housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments.

Prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of our developments, the income levels of census tracts in which our developments are located, and the income levels of the families on the waiting list. Based on this analysis, we will determine the level of marketing strategies and deconcentration incentives to implement.

SECTION 8

Eligibility

Eligibility for admission is verified within three months of being offered a unit. The following non-income screening factors are used to establish eligibility for admission to public housing:

- Criminal or drug-related activity
- Landlord References

Waiting List

Interested persons may apply for admission at the main administrative office or at www.jchousing.org.

JCHA gives extensions on standard 60-day search period if the disabled applicant has been unsuccessful in their attempt to find suitable housing.

Admissions Preferences

JCHA does not plan to exceed the federal targeting requirements by targeting more than 75% of all new admission to section 8 program to families at or below 30% of median area income.

The following preferences are used:

- Involuntary Displacement (Disaster, government action, action of housing owner, inaccessibility, property disposition.
- Victims of domestic violence
- Working families and those unable to work because of age or disability
- Those enrolled currently in educational, training or upward mobility programs
- Elderly/disabilities

Occupancy

The following reference materials can be used to obtain information about the rules of occupancy of public housing:

- The Section 8 Administrative Plan
- PHA briefing seminars or written materials

6.3 Rent Determination

PUBLIC HOUSING

JCHA employs discretionary policies for determining income-based rent by having a minimum rent of \$25.00.

JCHA has adopted the following discretionary minimum rent hardship exemption:

ACOP Section 13.3 Minimum Rent.

The Johnson City Housing Authority has set the minimum rent at twenty-five dollars (\$25.00) per month. However if the family requests a hardship exemption, the Johnson City Housing Authority will immediately suspend the minimum rent for the family until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

- A. A hardship exists in the following circumstances:
 - 1. When the family has lost eligibility for or is waiting an eligibility determination for a Federal, State, or local assistance program;
 - 2. When the family would be evicted as a result of the imposition of the minimum rent requirement;
 - 3. When the income of the family has decreased because of changed circumstances, including loss of employment;
 - 4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
 - 5. When a death has occurred in the family.
- B. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
- C. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will be not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a

repayment agreement in accordance with the Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.

- D. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
- E. Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

The JCHA does not have ceiling rents

Rent Re-Determinations

If the family elected income-based rent, they must report all changes in income and family composition as they occur.

Flat Rents

JCHA established flat rents by using a percentage of FMR

SECTION 8

Payment Standards

- Above 100% but at or below 110% of FMR
- Payment is higher than FMR because FMRs are not adequate to ensure success among assisted families in JCHA's segment of the FMR area.
- Payment standards are reevaluated annually
- Assessment of the payment standards are based on the success rates of assisted families and the rent burdens of assisted families.

11.5 ASSISTANCE AND RENT FORMULAS

B. Minimum Rent.

The Johnson City Housing Authority has set the minimum rent as \$25.00. However, if the family requests a hardship exemption, the Johnson City

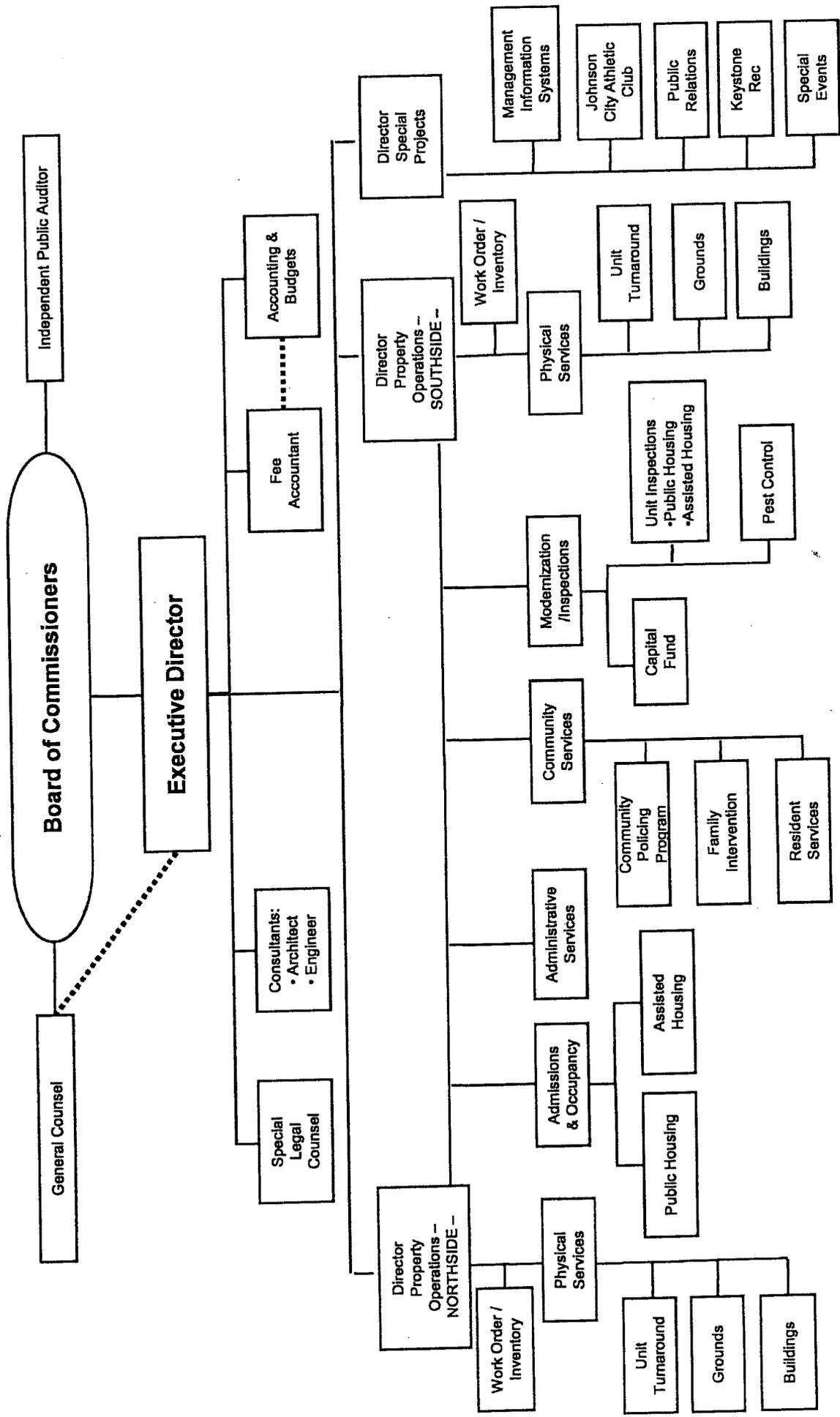
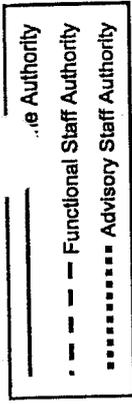
Housing Authority will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until the Housing Authority can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the Housing Assistance Payment will be increased accordingly.

1. A hardship exists in the following circumstances:
 - a. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State or local assistance program;
 - b. When the family would be evicted as a result of the imposition of the minimum rent requirement;
 - c. When the income of the family has decreased because of changed circumstances, including loss of employment;
 - d. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
 - e. When a death has occurred in the family.
2. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to the Housing Authority for the time of suspension.
3. Temporary hardship. If the Housing Authority determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a reasonable repayment agreement for any minimum rent back payment paid by the Housing Authority on the family's behalf during the period of suspension.
4. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

5. **Appeals.** The family may use the informal hearing procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedures.

JOHNSON CITY HOUSING AUTHORITY

Functional Organization Structure



JOHNSON CITY HOUSING AUTHORITY

901 Pardee Street
Post Office Box 59
Johnson City, TN 37605-0059
Office (423) 232-4784
Fax (423) 232-4789

Grievance Procedure

Adopted: October 21, 1999
Reference: Resolution No. FFY99-40

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JOHNSON CITY HOUSING AUTHORITY

PUBLIC HOUSING GRIEVANCE PROCEDURE

1.0 PURPOSE

This grievance procedure has been adopted to provide a forum and procedure for Residents to seek the just, effective, and efficient settlement of grievances against the Johnson City Housing Authority ("Authority").

2.0 GOVERNING LAW

- A. Quality Housing and Work Responsibility Act of 1998 ("Act"), Subtitle F – Safety and Security in Public and Assisted Housing, Section 575.
- B. March 28, 1996, President Clinton's "One-Strike and You're Out" Policy for public housing Residents; "Housing Opportunity Program Extension Act of 1996," P.L. 104-120.
- C. Section 6(k) of the U.S. Housing Act of 1937 (42 U.S.C. sec. 1437d (k)) and subpart B of 24 CFR part 966 (24 CFR secs. 966.50 - 966.57).

3.0 APPLICABILITY

In accordance with applicable federal law and regulations, this grievance procedure shall be applicable to all individual grievances (as defined in Section 4.0 – DEFINITIONS) between Resident and Authority with the following two exceptions:

- A. This grievance procedure is not applicable to disputes between Residents not involving the Authority, or to class grievances involving groups of Residents. Also, this grievance procedure is not intended as a forum for initiating or negotiating policy changes between Residents, or groups of Residents, and the Authority's Board of Commissioners.
- B. HUD has issued a due process determination that the law of the State of Tennessee requires that Resident be given the opportunity for a hearing in court which provides the basic elements of due process (as defined in Section 4.0 – DEFINITIONS) before eviction from a dwelling unit. Therefore, the Authority has elected to determine that this grievance procedure shall not be applicable to any termination of tenancy or eviction that involves:

1. **ANY** criminal activity by any household member or guest that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents or employees of the Authority.
2. **ANY** violent or drug-related criminal activity by any household member or guest, *on or off such premises*, or any activity resulting in a felony conviction.

NOTE: *The Authority has a One-Strike or "Zero Tolerance" Policy with respect to violation(s) of lease terms regarding violent or drug-related criminal activity.*

3. **ANY** alcohol abuse, if such abuse creates a threat to the health, safety, or the right to peaceful enjoyment of the premises by other Residents or employees of the Authority.

4.0 DEFINITIONS

The following definitions shall be applicable to this grievance procedure:

- A. **Grievance:** Any dispute which a Resident may have with respect to an action or a failure to act by the Authority in accordance with the individual Resident's lease or the Authority regulations, which adversely affects the individual Resident's rights, duties, welfare, or status. Grievance does not include any dispute a Resident may have with the Authority concerning a termination of tenancy or eviction that involves:
 1. **ANY** criminal activity by any household member or guest that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents or employees of the Authority.
 2. **ANY** violent or drug-related criminal activity by any household member or guest, *on or off such premises*, or any activity resulting in a felony conviction.
 3. **ANY** alcohol abuse, if such abuse creates a threat to the health, safety, or the right to peaceful enjoyment of the premises by other Residents or employees of the Authority.
- B. **CFR:** The Code of Federal Regulations, which contains the federal regulations governing this grievance procedure (CFR 966.50).

- C. **Complainant:** Any Resident (as defined in this section) whose grievance is presented to the Central Administrative Office of the Authority in accordance with the requirements set forth in this procedure.
- D. **Drug-Related Criminal Activity:** The illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance, as defined in sec. 102 of the Controlled Substances Act (21 U.S.C. sec. 802) as from time to time amended.
- E. **Alcohol Abuse:** The over-indulgence of alcohol to the point where such consumption interferes with the health, safety, or right to peaceful enjoyment of the premises by other Residents or employees of the Authority.
- F. **Authority:** The Johnson City Housing Authority, a body corporate organized and existing under the laws of the State of Tennessee.
- G. **Elements of Due Process:** The following procedural safeguards are required to be followed in any eviction action or a termination of tenancy in a state or local court:
1. Adequate notice to the Resident of the grounds for terminating the tenancy and for eviction;
 2. Right of the Resident to be represented by counsel;
 3. Opportunity for the Resident to refute the evidence presented by the Authority, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Resident may have;
 4. A decision on the merits.
- H. **Hearing Officer:** An impartial person selected in accordance with 24 CFR sec. 966.55 and this grievance procedure to hear grievances and render decisions with respect thereto.
- I. **HUD:** The United States Department of Housing and Urban Development.
- J. **Notice:** As used herein, the term notice shall, unless otherwise specifically provided, mean written notice. (See Section 13.0 – NOTICES for specific criteria regarding notices.)
- K. **The "Regulations":** The HUD regulations contained in subpart B of 24 CFR part 966.50.

- L. **Resident Organization:** An organization of Residents, which may include any Resident management corporation or Resident council.
- M. **Resident:** The adult person(s) other than a live-in aid:
 1. Who resides in the unit and who executed the lease with the Authority as lessee of the dwelling unit, or, if no such person(s) resides in the unit,
 2. The person who resides in the unit, and who is the remaining head of household of the Resident family residing in the dwelling unit.
- N. **Business Days:** Monday through Friday of each week, except for legal holidays recognized by the federal government.

5.0 INCORPORATION IN LEASES

This grievance procedure shall supersede any and all prior grievance procedures heretofore adopted by the Johnson City Housing Authority Board of Commissioners ("Board"), and shall be incorporated by reference in all leases between Residents and the Authority at all public housing dwelling units, whether or not so specifically provided in such leases.

6.0 INFORMAL SETTLEMENT OF GRIEVANCES

- A. **Initial Presentation.** Any grievance must be personally presented, either orally or in writing, to the Authority's Director of Admissions and Occupancy, or the Director's designated representative, whose office is located at 901 Pardee Street, Post Office Box 59, Johnson City, Tennessee 37605-0059, no later than five (5) business days after the occurrence of the event. Subsequent to the presentation of the grievance by the Complainant, the Director will assign an informal settlement hearing number to the case and provide same to the Complainant for the purpose of confirming the presentation of the grievance by the Complainant.
- B. **Informal Settlement Conference.** If the grievance is determined by the Authority to not fall within one of the exclusions mentioned in Section 3.0 – APPLICABILITY, then the Authority will, within five (5) business days after the initial presentation of the grievance, informally discuss the grievance with the Complainant or his/her representative(s) in an attempt to settle the grievance without the necessity of a formal hearing. If the informal settlement conference cannot occur at the time the grievance is initially presented by the Complainant, then the Complainant will be

promptly notified in writing of the time and place for the informal settlement conference.

- C. **Written Summary.** Within five (5) business days after the informal settlement conference, a summary of the informal discussion must be prepared by the Authority and a copy thereof must be provided to the Complainant. The summary must be in writing and must specify the names of the participants in the discussion, the date of the discussion, the nature of the proposed disposition of the grievance, and the specific reasons for such disposition. This written summary will also specify the procedures by which the Complainant may obtain a formal hearing if not satisfied by the proposed disposition of the grievance. A copy of the written summary must also be placed in the Complainant's Resident file.

7.0 FORMAL GRIEVANCE HEARING

The following procedures apply to the request for a formal grievance hearing under this procedure:

- A. **Request for Hearing:** If the Complainant is not satisfied with the results of the informal settlement conference, the Complainant must submit a written request for a formal hearing to the Authority's Director of Admissions and Occupancy, whose office is located at 901 Pardee Street, Post Office Box 59, Johnson City, Tennessee 37605-0059, no later than five (5) business days after the date Complainant receives the written summary of the informal settlement conference delivered as required under Section 6.0 – INFORMAL SETTLEMENT OF GRIEVANCES.

Complainant's WRITTEN request for a formal hearing **MUST** specify:

1. The reasons for the grievance; and
 2. The action or relief sought by the Complainant; and
 3. If the Complainant so desires, a statement setting forth the times at which the Complainant will be available for a hearing during the next ten (10) business days; and
 4. If the Complainant has failed to attend an informal discussion conference, a request that the hearing officer waive this requirement.
- B. **Failure to Request Hearing:** If the Complainant fails to request a formal hearing within five (5) business days after receiving the written summary of the informal settlement conference, the Authority's decision rendered at the informal settlement

conference *BECOMES FINAL* and the Authority is not thereafter obligated to offer the Complainant a formal hearing.

8.0 SELECTION OF HEARING OFFICER

All grievance hearings must be conducted by an impartial person or persons appointed by the Authority after consultation with Resident organizations in accordance with 24 CFR 966.55.

- A. The person(s) who is(are) presently appointed to serve as hearing officer for grievances under this grievance procedure is listed in Exhibit 1, attached hereto and incorporated herein by reference. Additional appointments shall be made in the manner set forth in this section and Exhibit 1 will be modified or amended accordingly.
- B. The designation of hearing officers for particular grievance hearings shall be governed by the following provisions.
 1. All hearings will be held before a single hearing officer.
 2. Appointments to serve as a hearing officer with respect to a particular grievance shall be made by the Authority, if applicable, in random order, subject to availability of the hearing officer to serve in each such case. The Authority may employ any reasonable system for random order choice.
 3. No member of the Authority's Board of Commissioners or staff may be appointed as hearing officer in connection with the grievance contesting an action which was either made or approved by proposed appointee, or which was made or approved by a person under whom the proposed appointee works or serves as a subordinate.
 4. No person shall accept an appointment, or retain an appointment, once selected as a hearing officer, if it becomes apparent that such person is not fully capable of impartiality. Persons who are designated to serve as hearing officers must disqualify themselves from hearing grievances that involved personal friends, relatives, persons with whom they have any business relationship, or grievances in which they have some personal interest. Further, such persons are expected to disqualify themselves if the circumstances are such that a significant perception of partiality exists and is reasonable under the circumstances. If a Complainant fails to object to the designation of the hearing officer on the ground of partiality, at the commencement or before the hearing, such objection is deemed to be waived, and may not thereafter be made.

In the event that a hearing officer fails to disqualify him/herself as required in this grievance procedure, the Authority will remove the officer from the list of persons appointed for such purposes, invalidate the results of the grievance hearing in which such person should have, but did not, disqualify himself or herself. The Authority will then schedule a new hearing, and assign a new hearing officer.

9.0 SCHEDULE OF HEARINGS

A. **Formal Hearing Prerequisites:** A Complainant *DOES NOT HAVE A RIGHT* to a grievance hearing unless the Complainant has satisfied the following prerequisites to such a hearing:

1. The Complainant has requested a hearing in writing.
2. The Complainant has completed the informal settlement conference procedure or has requested a waiver for good cause.
3. **Rent Escrow Deposit.** If the matter involves the amount of rent which the Authority claims is due under the Complainant's lease, the Complainant must have paid to the Authority an amount equal to the amount due and payable as of the first of the month preceding the month in which the complained of act or failure to act took place. And, in the case of situations in which hearings are, for any reason delayed, the Complainant must thereafter deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer. Unless waived by the Authority in writing, no waiver will be given by the Authority except in cases of extreme and undue hardship to the Complainant, determined in the sole and absolute discretion of the Authority. However, failure to make payment shall not constitute a waiver of any right the Resident may have to contest the Authority's disposition of Resident's grievance in any appropriate judicial proceeding.

B. **Time, Place, Notice:**

1. Upon Complainant's compliance with the prerequisites to the hearing set forth above, a hearing shall be scheduled by the hearing officer promptly for a time and place reasonably convenient to both the Complainant and the Authority, not later than the tenth (10th) business day after the Complainant has completed such compliance.

2. A written notification specifying the time, place, and the procedures governing the hearing shall be delivered to the Complainant and the appropriate Authority official.

10.0 PROCEDURES GOVERNING HEARINGS

- A. **Fair Hearings.** The hearings shall be held before a hearing officer as described in Section 8.0 – SELECTION OF HEARING OFFICER. The Complainant shall be afforded a fair hearing, which shall include:

1. The opportunity to examine before the hearing any Authority documents, including records and regulations that are directly relevant to the hearing.

The Complainant will be allowed to copy any such document at the Complainant's expense. If the Authority does not make the document available for examination upon request by the Complainant, the Authority may not rely on such document at the grievance hearing.

2. The right to be represented by counsel or other person chosen as the Complainant's representative(s) and to have such person(s) make statements on the Complainant's behalf.
3. The right to a private hearing unless the Complainant requests a public hearing. The right to present evidence and arguments in support of the Complainant's complaint, to controvert evidence relied on by the Authority, and to confront and cross examine all witnesses upon whose testimony or information the Authority or its management relies; and
4. A decision solely and exclusively upon the facts presented at the hearing.

- B. **Prior Decision in Same Manner.** The hearing officer may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in another proceeding.

- C. **Failure to Appear.** If the Complainant or the Authority fails to appear at a scheduled hearing, the hearing officer may make a determination to postpone the hearing for a period not to exceed five (5) business days or may make a determination that the party failing to attend has waived the right to a hearing. In such event, the hearing officer must notify the Complainant and the Authority of the determination.

The failure to attend a grievance hearing shall not constitute a waiver of any right for which the Complainant may have to contest the Authority's disposition of the grievance in an appropriate judicial proceeding.

- D. ***Required Showing of Entitlement to Relief.*** At the hearing, the Complainant must first make a showing of an entitlement to the relief sought and thereafter the Authority must sustain the burden of justifying the Authority's action or failure to act against which the complaint is directed.
- E. ***Informality of Hearing.*** The hearing shall be conducted informally by the hearing officer, and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceeding.
- F. ***Orderly Conduct Required.*** The hearing officer shall require the Authority, the Complainant, counsel, and other participants or spectators, to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.
- G. ***Transcript of Hearing.*** The Complainant or the Authority may arrange in advance, and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.
- H. ***Accommodation to Persons with Disabilities.*** The Authority shall provide reasonable accommodation for persons with disabilities to participate in grievance hearings. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

11.0 INFORMAL HEARING PROCEDURES FOR DENIAL OF ASSISTANCE ON THE BASIS OF INELIGIBLE IMMIGRATION STATUS

The participant family may request that the Johnson City Housing Authority provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

12.0 DECISION OF THE HEARING

At or subsequent to the completion of the grievance hearing, the hearing officer shall make a determination as to the merits of the grievance and the following provisions shall govern.

- A. **Written Decision.** The hearing officer must prepare a written decision, together with the reasons for the decision, within ten (10) business days after the completion of the hearing.
1. A copy of the decision must be sent to the Complainant and the Authority's Executive Director. The Director of Admissions and Occupancy shall retain a copy of the decision in the Complainant's Resident folder.
 2. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the Authority and made available for inspection by any prospective Complainant, his representative, or the hearing officer.
- B. **Binding Effect.** The written decision of the hearing officer shall be binding upon the Authority, which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Authority's Board of Commissioners determines, within ten (10) business days, and properly notifies the Complainant of its determination, that:
1. The grievance does not concern an Authority action or failure to act in accordance or involving the Complainant's lease, or Authority's regulations, which adversely affect the Complainant's rights, duties, welfare, or status; or
 2. The decision of the hearing officer is contrary to applicable Federal, State, or local laws, Authority regulations, HUD regulations, or requirements of the Annual Contributions Contract between HUD and the Authority.
- C. **Continuing Right of Complainant to Judicial Proceedings.** A decision by the hearing officer or Board of Commissioners in favor of the Authority or which denies the relief requested by the Complainant, in whole or in part, shall not constitute a waiver of, nor affect in any way, the rights of the Complainant to a trial or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

13.0 NOTICES

All written notices under this grievance procedure, whether originating from the Authority or the Complainant, shall be deemed delivered: (1) upon personal service thereof upon the Complainant or an adult member of the Complainant's household; (2) upon the date received for or refused by the addressee, in the case of Certified or Registered U.S. Mail; or (3) five (5) business days after the postmark date when mailed via First Class U.S. Mail (other than Certified or Registered Mail).

If a Resident is visually impaired, any notice hereunder delivered to such Resident shall be in an accessible format.

14.0 MODIFICATION

This grievance procedure may not be amended or modified except by approval of a majority of the Board of Commissioners of the Authority, present at a regular meeting or a special meeting called for such purposes. Further, in addition to the foregoing, any changes proposed to be made to this grievance procedure must provide at least thirty (30) days advance notice to Residents and Resident organizations, setting forth the proposed changes and providing an opportunity to present written comments. The comments submitted shall be considered by the Authority, before final adoption of any amendments hereto.

15.0 MISCELLANEOUS

- A. **Captions.** Captions or paragraph headings set forth in this grievance procedure are for convenience of reference only and shall not be construed or interpreted to affect the substance of the paragraphs or sections so captioned.
- B. **Concurrent Notice.** If a Resident has filed a request for grievance hearing hereunder in a case involving the Authority's notice of termination of tenancy, the Complainant should be aware that the State law notice to vacate and the notice of termination of tenancy required under Federal law run concurrently. Therefore, if the hearing officer upholds the Authority's action to terminate tenancy, the Authority may commence an eviction action in court upon the sooner of, the expiration of the date for termination of tenancy and vacation of premises stated in the notice of termination delivered to Complainant, or the delivery of the report of decision of the hearing officer to Complainant.

16.0 ROLL CALL FOR GRIEVANCE PROCEDURE

Motion made by Commissioner Arnold and seconded by

Commissioner Elrod.

ROLL CALL — GRIEVANCE PROCEDURE	Ayes	Nays	Absent	Abstain
Commissioner Arnold	✓			
Commissioner Elrod	✓			
Commissioner Lancaster			✓	
Commissioner Walters			✓	
Chairperson Wood	✓			

The foregoing is a true copy of a Resolution adopted at a Regular Meeting of the Johnson City Housing Authority of Johnson City, Tennessee, duly called and held on the 21st day of October, 1999.


 EDWARD ZIMBICKI
 Executive Director and Secretary

Exhibit 1 — HEARING OFFICER

Pursuant to 24 CFR Section 966.55, the Authority has selected:

John Taylor, Esq.

as an “impartial person” who will act as Hearing Officer to hear grievances and render decisions thereto.

JOHNSON CITY HOUSING AUTHORITY

901 Pardee Street
Post Office Box 59
Johnson City, TN 37605-0059
Office (423) 232-4784
Fax (423) 232-4789

Community Service Policy

Issue Date:	05-18-06
Effective Date:	07-01-06
Supersedes:	n/a
Reference:	FFY06-21

Johnson City Housing Authority

Community Service Policy

Section	A&O-005
Page	Page 1 of 6
Issue Date	05-18-06
Effective Date	07-01-06
Supersedes	N/A
Reference	FFY06-21
Approved By	

AUTHORIZATION

Resolution No. FFY06-21¹

PURPOSE

- A. To provide an opportunity for residents of the Johnson City Housing Authority (hereinafter referred to as "Authority") to perform voluntary work or duties that:
- Are a public benefit.
 - Enhance resident self-sufficiency.
 - Increase resident self-responsibility in the community.
 - Serve to improve the quality of life of residents and other citizens of Johnson City.

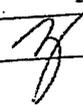
GOVERNING LAW

- A. The Quality Housing and Work Responsibility Act of 1998, Section 512 Community Service and Family Self-Sufficiency Requirements.
- B. Johnson City Housing Authority Admissions and Continued Occupancy Policy, Section 14.0—Continued Occupancy and Community Service.
- C. Johnson City Housing Authority Lease.

¹ Resolution approving and adopting a Johnson City Housing Authority Community Service Policy.

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BACKGROUND

The Quality Housing and Work Responsibility Act of 1998 requires that all non-exempt (see definitions) public housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes or other activities that help an individual toward self-sufficiency and economic independence. This is a requirement of the Public Housing Lease.

DEFINITIONS

A. Community Service—volunteer work which includes, but is not limited to:

- Work at a local institution including but not limited to: school, child care center, hospital hospice, recreation center, senior center, adult day care center, homeless shelter, indigent feeding program, cooperative food bank, etc.;
- Work with non-profit organization that serves PHA residents or their children such as: Boy Scouts, Girl Scouts, or Boys or Girls clubs, 4-H program, PAL, Garden Center, Community clean-up programs, beautification programs, other youth or senior organizations;
- Work at the Authority to help improve physical conditions;
- Work at the Authority with youth programs;
- Work at the Authority to help with senior programs;
- Helping neighborhood groups with special projects;
- Working through resident organization to help other residents with problems, serving as an officer in a Resident organization, serving on the Resident Advisory Board; and

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Approved By	<i>Z</i>

- Caring for the children of other residents so they may volunteer.

NOTE: Political activity is excluded.

B. Self-sufficiency Activities—activities that include, but are not limited to:

- Job readiness programs;
- Job training programs;
- GED classes;
- Substance abuse or mental health counseling;
- English proficiency or literacy (reading) classes;
- Apprenticeships;
- Budgeting and credit counseling;
- Any kind of class that helps a person toward economic independence; and
- Full time student status at any school, college or vocational school.

C. Exempt Adult—an adult member of the family who

- Is 62 years of age or older;
- Has a disability that prevents him/her from being gainfully employed;
- Is the caretaker of a disabled person;
- Is working at least 20 hours per week; or

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Approved By	<i>[Signature]</i>

- Is participating in a welfare to work program.

REQUIREMENTS OF THE PROGRAM

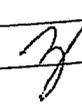
- A. The eight (8) hours per month may be either volunteer work or self-sufficiency program activity, or a combination of the two.
- B. At least eight (8) hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant special consideration. The Authority will make the determination of whether to allow or disallow a deviation from the schedule.
- C. Activities must be performed within the community and not outside the jurisdictional area of the Authority.

FAMILY OBLIGATIONS

- At lease execution or re-examination all adult members (18 or older) of a public housing resident family must:
 1. provide documentation that they are exempt from Community Service requirement if they qualify for an exemption (Attachment 1), and
 2. sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the Community Service requirement will result in non-renewal of their lease. (Attachment 2)
- At each annual re-examination, non-exempt family members must present a completed documentation form of activities performed over the previous twelve (12) months. This form will include places for signatures of supervisors, instructors, or counselors certifying to the number of hours contributed. (Attachment 3)

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- If a family member is found to be non-compliant at re-examination, he/she and the Head of Household will sign an agreement with the Authority to make up the deficient hours over the next twelve (12) month period. (Attachment 4)

RESPONSIBILITY

- The Department of Admissions and Occupancy has primary responsibility for administration and oversight of and ensuring compliance with the Community Service Policy requirements.

AUTHORITY OBLIGATIONS

1. To the greatest extent possible and practicable, the Authority will:
 - Provide names and contacts at agencies (Attachment 5) that can provide opportunities for residents, including disabled, to fulfill their Community Service obligations. (*According to the Quality Housing and Work Responsibility Act, a disable person who is other wise able to be gainfully employed is not necessarily exempt from the Community Service requirement*); and
 - Provide in-house opportunity for volunteer work or self-sufficiency programs.
- D. The Authority will provide the family with exemption verification forms and Recording/Certification documentation forms and a copy of this policy at lease execution.
- E. The Authority will make the final determination as to whether or not a family member is exempt from the Community Service requirement. Resident may use the Authority's Grievance Procedure if they disagree with the Authority's determination.
- F. Non-Compliance of family member:

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Approved By	<i>AB</i>

- At least thirty (30) days prior to annual re-examination and/or lease expiration, the Authority will begin reviewing the exempt or non-exempt status and compliance of family members.
- If the Authority determines a family member to be non-compliant, the Authority will enter into an agreement with the non-compliant member and the Head of Household to make up the deficient hours over the next twelve (12) month period. Failure on the part of the non-compliant family member and/or head of household to enter into an agreement to cure the deficiency will be cause for the Authority to initiate Lease termination action.
- If, at the next annual re-examination, the family member still is not compliant the lease will not be renewed and the entire family will have to vacate unless the non-compliant member agrees to move out of the unit.
- The family may use the Authority's Grievance Procedure to protest the lease termination.

ATTACHMENTS:

- Attachment 1 — Community Service Exemption Certification
- Attachment 2 — Community Service Agreement
- Attachment 3 — Volunteer Time Sheet
- Attachment 4 — Cure Agreement
- Attachment 5 — Volunteer Opportunities
- Attachment 6 — Flowchart

6.8 Safety and Crime Prevention

In general, our residents feel safe in our developments. Along with the Johnson City Police Bureau we are working to keep crime as low as possible. We are working with the police to attract police officers to live in public housing developments.

Johnson City Housing Authority responds to any specific problems quickly and efficiently.

6.9 Pets

PET POLICY

I. PURPOSE

This Pet Policy has been adopted to provide reasonable rules governing the keeping of common household pets by residents of the Authority's owned and managed dwelling accommodations. These rules were adopted to further the contractual interest of the Authority in its continued interest to provide a decent, safe, and sanitary living environment for existing and prospective residents and in protecting and preserving the physical and financial interest in the Authority's facilities.

II. GOVERNING LAW

Section 526 Quality Housing Work Responsibility Act, Section 31 United States Housing Act of 1937 as amended, City of Johnson City Ordinance #3425-Animal Control Ordinance. Pet Ownership in Public Housing (24CFR Part 960 et seq.)

III. APPLICABILITY

In accordance with applicable state, local, and federal regulations, this policy shall be applicable to all residents and prospective residents of the Johnson City Housing Authority's dwelling units.

This Pet Policy is incorporated by reference into the resident lease and violation of the rules may be grounds for removal of the pet or termination of the pet owner's tenancy (or both). See Lease and Grievance Procedure.

Residents are permitted to own and keep common household pets in their dwelling units only in accordance with the Pet Policy and Pet Rules. All residents are strictly prohibited from keeping common household pets that are not housed within the resident's unit.

IV. PET SIZE AND PET TYPE

A companion animal will be defined as a common household pet such as a dog, cat, bird, gerbil, hamster or fish. Pets, other than cats and dogs, shall have suitable housing, e.g. cages or aquariums. There will be no more than one cat or dog or caged mammal per apartment. Under no circumstances will there be more than one pet per apartment allowed. A maximum of two birds may be permitted and in the case of fish, no more than one aquarium with a 20 gallon capacity shall be allowed. The mature size of a dog is limited to a weight not to exceed 20 pounds (except for a

registered service animal). Animals that are exotic, wild, unusual, or different from normal household pets, such as chickens, turkeys, ducks, geese, or similar animals or fowl either domesticated or non-domesticated are prohibited. Raccoons, lizards, rabbits, hedgehogs, snakes, potbelly pigs, ferrets, or any other warm blooded or cold-blooded animal which can normally be found in the wild state and which may pose a nuisance or danger to other residents and/or employees are prohibited. Any animal or animals that attacks, bites, injures or poses a threat to a person or other animals without adequate provocation; or which, because of temperament, conditioning or training, has a known propensity to attack, bite or injure people or other animals are prohibited. *Pit bulls and rottweilers* are not permitted at any time as pets.

V. RESIDENTS' FINANCIAL OBLIGATION

- A. A pet deposit shall be equal to one month Total Tenant Payment or Flat Rent whichever is lesser of the two.
- B. A non-refundable fee of \$100.00 will also be required to cover the reasonable operating costs to the development relating to the presence of pets.
- C. Owners of pets will be charged a \$25.00 maintenance charge for each occasion that the maintenance staff needs to clean up after the pet. If the cost for cleaning up or damage repair exceeds \$25.00, the tenant will be charged the actual cost.
- D. Owners of pets are responsible for all physical damages and/or personal injuries attributed to the pet.
- E. It is at the option of the Housing Authority to let pet owner make installments on the pet deposit and non-refundable fee. This will be done thru a Repayment Agreement with installments broken down to a maximum (3) equal monthly payments.
- F. Birds, fish and small caged mammals are exempt from the pet deposit and non-refundable fee.

VI. PET RULES-GENERAL

- A. No pets may be brought on the premises before it is registered with the Johnson City Housing Authority.

B. To register a cat or dog, the pet owner must provide:

1. A certificate signed by a licensed veterinarian or state or local authority stating that the pet has received all inoculations required by applicable state and local law. All cats and dogs over the age of six months must be neutered or spayed and tenant must provide such evidence to the Housing Authority.
2. Proof that the animal is properly licensed and registered in accordance with the City of Johnson City requirements. The ANIMAL REGISTRATION CERTIFICATE, Appendix 1 and 2 must be filled out per City of Johnson City Animal Control Ordinance. See example B. Pet owner is responsible for compliance with City of Johnson City Animal Control Ordinance, currently in effect or as may be amended from time to time.
3. Information sufficient to identify the pet.
4. Name, address, and phone number of one or more responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet.
5. Pet Information Sheet must be filled out. See Exhibit A
6. Pet Information Sheet must be updated annually at the annual recertification.

C. Pets not owned by a resident may be permitted on the premises, however, the animal must be on a leash if brought outside of the apartment and the animal is confined to the resident's unit only. Further, the head of household is responsible for any damage to the personal property or Housing Authority property by the visitor's animal. *There is a (5) day limit per visit.* Visitor must register with Housing Authority before letting animal stay in unit.

D. Dogs must always be secured by a leash at any time they are brought outside of the unit on development property.

E. Pets must always be accompanied by and under the control of a responsible individual.

- F. Pets are not allowed to remain stationary in any common area, such as a building entrance, lobbies, hallways, community room, laundry room, etc., which may be used for ingress and egress purposes.
- G. No outdoor cages, runs, shelter, or the like, may be constructed.
- H. The pet owner is responsible for cleaning up after the pet inside the apartment and anywhere on development property. Litter boxes must be emptied at least twice weekly. All wastes must be bagged and disposed of properly in the appropriate trash receptacles. Toilets are not designed to handle pet litter. Under no circumstances should any pet debris be deposited in a toilet as blockages will occur. Tenants will be responsible for the cost of repairs or replacements of any damaged toilets or pipes.

In the event that the owner of a pet is hospitalized or institutionalized, he/she must have made prior arrangements for the temporary placement and care of the pet. If no prior arrangement has been made and the pet is left unattended for a period exceeding 48 hours, the Humane Society or other appropriate agency will be contacted to remove the pet.

- I. Pets will not be allowed to disturb the health, safety, rights, comfort or quiet enjoyment of other residents. A pet will not create a nuisance to neighbors with excessive barking, whining, chirping, odor or other unruly behavior.
- J. Pets shall not interfere with the delivery of maintenance or management or social services provided by the Housing Authority.
- K. Pets disturbing the peace and tranquility of neighbors through noise, smell, animal excrement, or other nuisance, which is substantiated, must be removed from premises. Resident will receive one (1) warning letter to correct the situation. Upon a second notice of a written legitimate complaint, the resident shall be advised that a further notice shall be cause for termination of the Lease. In the case of a serious problem, e.g. a vicious dog, this procedure may be shortened in the interest of public safety.
- L. The pet owner will be responsible for proper care—good nutrition, grooming, exercise, flea control, routine veterinary care and yearly inoculations.
- M. The pet owner will be responsible for the cost of exterminating his/her apartment to supplement regular Housing Authority maintenance pest

Johnson City Housing the Authority

Violence Against Women Act (VAWA) Policy

Section	AW-AO-030-POL
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Effective Date	04/20/2007
Supersedes	N/A
Reference	FFY07-10
Approved By	3

I. AUTHORIZATION

Resolution FFY07-10¹

II. PURPOSE AND APPLICABILITY

The purpose of this policy ("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 Johnson City Housing the Authority's ("Authority") policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by the Authority of 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.*). Notwithstanding its title, this Policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

III. COMPLIANCE RESPONSIBILITY

The Director of the Department of Admissions and Occupancy has primary responsibility for ensuring full compliance with the Violence Against Women Act (VAWA) Policy, unless said responsibility has otherwise been designated by the Executive Director in writing.

IV. 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 the Authority;
- C. Providing and maintaining housing opportunities for victims of domestic violence dating violence, or stalking;
- D. Creating and maintaining collaborative arrangements between the Authority, law enforcement authorities, victim service providers, and others to promote the safety and

¹ Resolution approving and adopting a Johnson City Housing Authority Violence Against Women Act Policy.

Johnson City Housing the Authority

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well-being of victims of actual and threatened domestic violence, dating violence and stalking, who are assisted by the Authority; and

- E. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by the Authority.

V. OTHER APPLICABLE POLICIES AND PROCEDURES

This Policy shall be referenced in and attached to the Authority's Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of the Authority's Admissions and Continued Occupancy Policy.

The Authority's annual public housing agency plan shall also contain information concerning the Authority'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 the Authority, the provisions of this Policy shall prevail.

VI. 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:

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- i) The length of the relationship.
- ii) The type of relationship.
- iii) The frequency of interaction between the persons involved in the relationship.

C. *Stalking* – means –

- 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.

VII. ADMISSIONS AND SCREENING

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

Johnson City Housing the Authority

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B. **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 Authority, 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, the Authority 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. The Authority will not disregard or mitigate potentially disqualifying information if the applicant household includes a perpetrator of a previous incident or incidents of domestic violence.

VIII. 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 the Authority:

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 the Authority 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 the Authority 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 the Authority 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.

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Approved By	

b) Nothing contained in this paragraph shall be construed to limit the authority of the Authority or a Section 8 owner or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager or the Authority, 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 VIII.A.2. or Federal, State or local law to the contrary, the Authority 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 the Authority. Leases used for all public housing operated by the Authority 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 the Authority, shall contain provisions setting forth the substance of this paragraph.

IX. VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING

A. **Requirement for Verification.** The law allows, but does not require, the Authority 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 IX.C., the Authority shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the Authority. Section 8 owners or managers receiving rental assistance administered by the Authority 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:

Johnson City Housing the Authority

Violence Against Women Act (VAWA) Policy

Section	AW-AO-030-POL
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Effective Date	04/20/2007
Supersedes	N/A
Reference	FFY07-10
Approved By	

1. **HUD-approved form** – by providing to the Authority 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. (See **Exhibit A**, form HUD-50066.)
 2. **Other documentation** – by providing to the Authority 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 the Authority 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 / 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 the Authority, 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 the Authority, 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

Johnson City Housing the Authority

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Reference	FFY07-10
Approved By	

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. 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.

X. 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 the Authority or to a Section 8 owner or manager in connection with a verification required under section IX 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 the Authority shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

XI. 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, the Authority 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.

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Approved By	

- B. **Action on applications.** The Authority will act upon such an application within fourteen (14) business days.
- C. **No right to transfer.** The Authority 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 XI.E. below the decision to grant or refuse to grant a transfer shall lie within the sole discretion of the Authority, 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 the Authority 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 the Authority. In cases where the Authority determines that the family's decision to move was reasonable under the circumstances, the Authority 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.

XII. COURT ORDERS/FAMILY BREAK-UP

- A. **Court orders.** It is the Authority's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by the Authority 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 Authority policies regarding family break-up are contained in the Authority's Public Housing Admissions and Continuing Occupancy Plan (ACOP) and its Section 8 Administrative Plan.

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Approved By	

XIII. RELATIONSHIPS WITH SERVICE PROVIDERS

It is the policy of the Authority to cooperate with organizations and entities, both private and governmental, that provide shelter and/or services to victims of domestic violence. If the Authority staff become aware that an individual assisted by the Authority is a victim of domestic violence, dating violence or stalking, the Authority 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 the Authority either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case. The Authority's annual public housing agency plan shall describe providers of shelter or services to victims of domestic violence with which the Authority has referral or other cooperative relationships.

XIV. 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.

XV. AMENDMENT

This policy may be amended from time to time by the Authority as approved by the Authority Board of Commissioners.

XVI. EXHIBITS

EXHIBIT A..... form HUD-50066, *Certification of Domestic Violence, Dating Violence, or Stalking*

EXHIBIT B..... Sample Cover Letter for form HUD-50066

JOHNSON CITY HOUSING AUTHORITY

METHODOLOGY FOR SETTING MARKET-BASED FLAT RENTS

1. A survey of local privately owned similar unassisted units was conducted. Most of these units have central heat and air conditioning, carpeting, garbage disposals and 1 & one-half bathrooms.
2. A survey of rental listings in local newspapers was conducted. We found that in addition to the amenities listed above, incentives such as one month free rent, free curbside garbage pick-up and no security deposit required are being offered.
3. In setting the flat rents, we considered current vacancies and the demand for each bedroom size at each individual housing development.
4. In addition to the factors outlined above, we also took into account that a unit in a public housing development is usually less desirable than a unit in a private complex, especially new construction.
5. Our primary objective was to develop a rental policy that will encourage and reward employment and economic self-sufficiency.

JOHNSON CITY HOUSING AUTHORITY
REVIEW OF MARKET-BASED FLAT RENTS

FEBRUARY 2009

A review of the existing flat rent schedule was conducted. The methodology used when flat rents were set is attached. This methodology was reviewed, and based on this review, it was determined that no change in the flat rent schedule is necessary at this time.

Local offering by the private sector have been absorbed by other renters and there has virtually been no change in the vacancy rate for the Johnson City Housing Authority.

JOHNSON CITY HOUSING AUTHORITY

SCHEDULE OF FLAT RENTS

LAKE TERRACE HOUSING COMMUNITY

No. of Bedrooms	Flat Rent
0	\$67.00/month
1	\$73.00/month
2	\$121.00/month
3	\$172.00/month
4	\$221.00/month
5	\$271.00/month

KEYSTONE & CARVER HOUSING COMMUNITIES

No. of Bedrooms	Flat Rent
0	\$68.00/month
1	\$74.00/month
2	\$116.00/month
3	\$163.00/month
4	\$206.00/month
5	\$251.00/month

PINECREST HOUSING COMMUNITY

No. of Bedrooms	Flat Rent
0	\$70.00/month
1	\$76.00/month
2	\$128.00/month
3	\$183.00/month
4	\$236.00/month
5	\$289.00/month

Residents are given a utility allowance for electricity, water and sewer; free garbage service is available through dumpster collection or container pick-up.

DUNBAR AND FAIRVIEW HOUSING COMMUNITIES

No. of Bedrooms	Flat Rent
0	\$70.00/month
1	\$78.00/month
2	\$124.00/month
3	\$175.00/month
4	\$222.00/month
5	\$271.00/month

PARKWAY AND MEMORIAL PARK HOUSING COMMUNITIES

No. of Bedrooms	Flat Rent
0	\$73.00/month
1	\$79.00/month
2	\$133.00/month
3	\$190.00/month
4	\$245.00/month
5	\$301.00/month

Residents are given a utility allowance for electricity, water and sewer; free garbage service is available through dumpster collection or container pick-up.

ASSET MANAGEMENT STATEMENT

The Johnson City Housing Authority (JCHA) recognizes that strategic Asset Management is necessary for the long-term operation of its housing communities. In its Asset Management Plan, JCHA has developed a framework for consideration of each housing community's needs and goals over a five-year period.

JCHA's goals include providing affordable housing over the long-term to its target population, while fostering JCHA's financial health and community reputation. The role of JCHA's Asset Management Plan is to assure that established standards and expectations regarding financial and physical condition, regulatory and statutory compliance, and reporting requirement is being met.

In general JCHA will carry out its Asset Management functions by:

- Addressing strategic objectives of each development
- Planning and addressing the individual physical and modernization needs of each development
- Monitoring financial trends and performance indicators linked to occupancy and vacancies
- Analyze the needs for capital investment within each housing community
- Assure long-term viability by making adequate allowances for maintenance costs and major repairs and replacements
- Perform on-site physical needs assessments at each development
- Developing comprehensive operating budgets as part of JCHA's overall long-range planning

JOHNSON CITY HOUSING AUTHORITY

Agenda Item # 6.b.
Meeting Date: 05/21/09

RESOLUTION NO. FFY09-16

Resolution No. FFY 09-16 approving the Johnson City Housing Authority's:

- *FFY 2009 Capital Fund Program Original Annual Statement (CFP TN37P00250109)*
- *Annual Agency Plan*
- *Performance and Evaluation Report for FFY 2009 (CFRG TN37P002501-09)*
- *Performance and Evaluation Report for FFY 2008 (CFP TN37P00250108)*
- *Performance and Evaluation Report for FFY 2007 (CFP TN37P00250107)*

and authorizing the Chairperson to provide certification of compliance to the U.S. Department of Housing and Urban Development.

BY THE JOHNSON CITY HOUSING AUTHORITY

WHEREAS, the Code of Federal Regulations ("Code") at Title 24 Part 903 Section 11 allows for a public housing authority to submit a streamlined Annual Plan if the authority was determined a "High Performer" as of the last annual fiscal year Public Housing Assessment System review; and

WHEREAS, the Johnson City Housing Authority ("Authority") was designated High Performer for Fiscal Year Ending September 30, 2008; and

WHEREAS, the Authority is eligible to submit a streamlined Annual Plan; and

WHEREAS, the Authority has implemented proper notice and public hearing requirements in accordance with the Code and Tennessee's Open Public Meetings Act; and

WHEREAS, pursuant to 24 CFR 903.11 the following required components of the Annual Plan were presented to the Resident Advisory Board on February 23, 2009 at a meeting held at the Carver Development Community Center and provided to the general public at convenient locations for review:

- Statement of Housing Needs
- Statement of PHA's Deconcentration and other policies that govern eligibility, selection, and admissions
- Statement of Financial Resources
- Statement of the PHA's rent determination policies

- Statement of Capital Improvements needed
- Statement of any demolition and/or disposition, including a plan for demolition/disposition, if applicable
- Statement of homeownership programs administered by the PHA
- Statement of the PHA's policies and rules regarding ownership of pets in public housing
- Civil Rights Certification
- Recent results of PHA's fiscal year audit
- Statement of the Authority's progress in meeting its mission and goals as stated in the Authority's Five-Year Plan

and

WHEREAS, the Authority is required to submit Annual Statement/Performance and Evaluation Report(s) for currently active Capital Fund Program(s), for each approved annual statement, which are attached hereto and become a part hereof respectively;

➤ Annual Statement/Performance and Evaluation Reports

- Capital Fund Recovery Grant No: CFRG TN37P002501-09 (FFY2009)
- Capital Fund Program No.: CFP TN37P00250108 (FFY2008)
- Capital Fund Program No.: CFP TN37P00250107 (FFY2007)

and

WHEREAS, the Code requires the Board of Commissioners to conduct a public hearing to discuss and review the annual plan and invite public comments regarding the Plans; and

WHEREAS, public comments, written and verbal, were received, acknowledged, reviewed, and considered.

NOW, THEREFORE, BE IT RESOLVED that the Johnson City Housing Authority Board of Commissioners ("Commissioners") hereby certify that the Authority has complied with the statutory, regulatory, and procedural requirements for submission of a streamlined Annual Plan.

BE IT FURTHER RESOLVED that the Commissioners hereby accept and approve the Original Annual Statement for the Capital Fund(s) Program and Budget for Fiscal Year 2009.

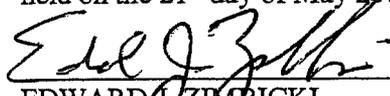
BE IT FURTHER RESOLVED that the Chairperson is hereby authorized to execute the U.S. Department of Housing and Urban Development standard form "PHA Certifications of Compliance with the PHA Plan and Related Regulations" and approve submission of the Johnson City Housing Authority's streamlined Annual Plan and Five-Year Plan, which is incorporated herein and attached hereto.

This Resolution shall take effect immediately.

Date of Adoption: May 21, 2009

RESOLUTION FFY09-16	Moved	Seconded	Ayes	Nays	Absent	Abstain
Commissioner Herrin					✓	
Commissioner Trivett			✓			
Commissioner Love-Watterson		✓	✓			
Vice Chairperson Elrod	✓		✓			
Chairperson Ross			✓			

The foregoing is a true copy of a Resolution adopted at a Regular Meeting of the Johnson City Housing Authority of Johnson City, Tennessee, duly called and held on the 21st day of May 2009.


 EDWARD J. ZIMBICKI
 Executive Director and Secretary

Attachments:

- Capital Fund Program Original Annual Statement CFP TN37P00250109 (FFY 2009)
- Performance and Evaluation Report for Capital Fund Recovery Grant TN37P00250109 (FFY2009)
- Performance and Evaluation Report for Capital Fund Program(s) TN37P00250108 (FFY 2008)
- Performance and Evaluation Report for Capital Fund Program(s) TN37P00250107 (FFY 2007)
- PHA Certifications of Compliance with the PHA Plans and Related Regulations

Capital Fund Program
Five-Year
Annual Agency Plan

FFB 2009



TN37P00250109

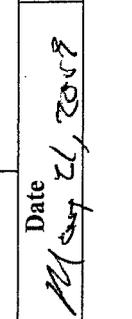
Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

Part I: Summary		Grant Type and Number		FFY of Grant: 2009	
PHA Name: Johnson City Housing Authority		Capital Fund Program Grant No: TN37-PO02-501-09		FFY of Grant Approval: 2009	
		Replacement Housing Factor Grant No:			
		Date of CFFP:			
Type of Grant	Original	Revised ¹	Total Estimated Cost	Obligated	Total Actual Cost ¹
<input checked="" type="checkbox"/> Original Annual Statement					
<input type="checkbox"/> Performance and Evaluation Report for Period Ending:					
<input type="checkbox"/> Reserve for Disasters/Emergencies					
<input type="checkbox"/> Performance and Evaluation Report for Period Ending:					
Summary by Development Account					
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³		241,198.00		
3	1408 Management Improvements		241,198.00		
4	1410 Administration (may not exceed 10% of line 21)		120,599.00		
5	1411 Audit		0.00		
6	1415 Liquidated Damages		0.00		
7	1430 Fees and Costs		25,000.00		
8	1440 Site Acquisition		0.00		
9	1450 Site Improvement		20,000.00		
10	1460 Dwelling Structures		557,995.00		
11	1465.1 Dwelling Equipment—Nonexpendable		0.00		
12	1470 Non-dwelling Structures		0.00		
13	1475 Non-dwelling Equipment		0.00		
14	1485 Demolition		0.00		
15	1492 Moving to Work Demonstration		0.00		
16	1495.1 Relocation Costs		0.00		
17	1499 Development Activities ⁴		0.00		

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

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

Part I: Summary		FFY of Grant: 2009 FFY of Grant Approval: 2009	
PHA Name: Johnson City Housing Authority	Grant Type and Number Capital Fund Program Grant No: TN37-PO02-501-09 Replacement Housing Factor Grant No: Date of CFFP:		
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Final Performance and Evaluation Report	
Line	Summary by Development Account	Total Estimated Cost	Total Actual Cost ¹
		Original	Revised ² Obligated Expended
18a	1501 Collateralization or Debt Service paid by the PHA	0.00	
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	0.00	
19	1502 Contingency (may not exceed 8% of line 20)	0.00	
20	Amount of Annual Grant:: (sum of lines 2 - 19)	1,205,990.00	
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		
Signature of Executive Director		Signature of Public Housing Director	
			
Date		Date	
May 21, 2009		May 21, 2009	

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

Part II: Supporting Pages		Federal FFY of Grant: 2009						
PHA Name: Johnson City Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN37-PO02-501-09 CFFP (Yes/No): No Replacement Housing Factor Grant No:						
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
AMP 061 NORTHSIDE								
TN002-001/Carver	Operations	1406		19,099				
	Management Improvements	1408		19,099				
	Fees and Costs	1430		2,500				
	Cyclical Painting Program	1460		15,342				
	Floor Replacement Program	1460		4,625				
	Reasonable Accommodation	1460		2,500				
	Weatherstripping/Thresholds	1460		28,120				
	SUB-TOTAL			91,285				
TN002-003/Dunbar	Operations	1406		9,442				
	Management Improvements	1408		9,442				
	Fees and Costs	1430		1,000				
	Cyclical Painting Program	1460		3,200				
	Floor Replacement Program	1460		1,875				
	Reasonable Accommodation	1460		1,000				
	SUB-TOTAL			25,959				
TN002-004/Fairview	Operations	1406		22,033				
	Management Improvements	1408		22,033				
	Fees and Costs	1430		2,250				
	Cyclical Painting Program	1460		7,500				
	Floor Replacement Program	1460		4,375				
	Reasonable Accommodation	1460		2,250				
	SUB-TOTAL			60,441				

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages		Federal FFY of Grant: 2009						
PHA Name: Johnson City Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN37-PO02-501-09 CFFP (Yes/No): No Replacement Housing Factor Grant No:						
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
AMP 061 NORTHSIDE TN002-005/Parkway	Operations Management Improvements Fees and Costs	1406 1408 1430		15,737 15,737 1,750				
	Cyclical Painting Program	1460		5,300				
	Floor Replacement Program	1460		3,125				
	Reasonable Accommodation	1460		1,750				
	SUB-TOTAL			43,399				
TN002-010/Lake Terrace	Operations Management Improvements Fees and Costs	1406 1408 1430		25,496 25,496 2,750				
	Cyclical Painting Program	1460		8,600				
	Floor Replacement Program	1460		5,000				
	Reasonable Accommodation	1460		2,750				
	SUB-TOTAL			70,092				

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report.

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

Part II: Supporting Pages		Federal FFY of Grant: 2009						
PHA Name: Johnson City Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN37-PO02-501-09 CFPP (Yes/No): No Replacement Housing Factor Grant No:						
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
AMP 062 SOUTHSIDE TN002-002/Keystone	Operations Management Improvements Fees and Costs Dumpster pads/screening Cyclical Painting Program Floor Replacement Program Reasonable Accommodation Weatherstripping/Thresholds Window Replacement	1406 1408 1430 1450 1460 1460 1460 1460 1460		77,551 77,551 7,500 20,000 25,000 14,125 7,500 60,880 307,703				
	SUB-TOTAL			597,810				
TN002-006/Memorial Park	Operations Management Improvements Fees and Costs Cyclical Painting Program Floor Replacement Program Reasonable Accommodation	1406 1408 1430 1460 1460 1460		39,911 39,911 4,000 13,500 7,875 4,000				
	SUB-TOTAL			109,197				

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report.

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

Part III: Implementation Schedule for Capital Fund Financing Program						Federal FFY of Grant: 2009
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹	
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date		
061 NORTHSIDE PROPERTIES						
TN002-001/Carver	06/13/2011		06/13/2013			
TN002-003/Dunbar	06/13/2011		06/13/2013			
TN002-004/Fairview	06/13/2011		06/13/2013			
TN002-005/Parkway	06/13/2011		06/13/2013			
TN002-010/Lake Terrace	06/13/2011		06/13/2013			
062 SOUTHSIDE PROPERTIES						
TN002-002/Keystone	06/13/2011		06/13/2013			
TN002-006/Memorial Park	06/13/2011		06/13/2013			
TN002-007/Pinecrest	06/13/2011		06/13/2013			

¹ Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Capital and Program—Five-Year Action Plan

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

Part I: Summary				
PHA Name/Number Johnson City HA TN-002	Locality (City/County & State) Johnson City, Washington, Tennessee		Revision No:	
	Work Statement for Year 1 FFY 2009	Work Statement for Year 2 FFY 2010	Work Statement for Year 3 FFY 2011	Work Statement for Year 4 FFY 2012
A. Development Number and Name				Work Statement for Year 5 FFY 2013
B. Physical Improvements Subtotal	698,594	698,594	698,594	648,594
C. Management Improvements	241,198	241,198	241,198	241,198
D. PHA-Wide Non-dwelling Structures and Equipment				50,000
E. Administration				
F. Other	25,000	25,000	25,000	25,000
G. Operations	241,198	241,198	241,198	241,198
H. Demolition				
I. Development				
J. Capital Fund Financing -- Debt Service				
K. Total CFP Funds	1,205,990	1,205,990	1,205,990	1,205,990
L. Total Non-CFP Funds	0	0	0	0
M. Grand Total	1,205,990	1,205,990	1,205,990	1,205,990

Capital and Program—Five-Year Action Plan

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

Part I: Summary (Continuation)

PHA Name/Number Johnson City HA TN-002		Locality (City/county & State) Johnson City, Washington, Tennessee			<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:	
Development Number and Name	Work Statement for Year 1 FFY 2009	Work Statement for Year 2 FFY 2010	Work Statement for Year 3 FFY 2011	Work Statement for Year 4 FFY 2012	Work Statement for Year 5 FFY 2013	
	Annual Statement					
AMP 061 NORTHSIDE PROPERTIES						
TN002-001/Carver		228,165	156,267	82,315	148,415	
TN002-003/Dunbar		61,459	28,759	71,459	45,759	
TN002-004/Fairview		143,743	135,941	162,941	123,791	
TN002-005/Parkway		77,899	101,899	129,599	54,349	
TN002-010/Lake Terrace		95,592	75,592	171,044	99,867	
SUB-TOTAL		606,858	498,458	617,358	472,181	
AMP 062 SOUTHSIDE PROPERTIES						
TN002-002/Keystone		366,727	366,827	319,527	395,777	
TN002-006/Memorial Park		119,197	233,997	126,697	166,024	
TN002-007/Pinecrest Village		97,208	87,708	124,708	122,008	
SUB-TOTAL		553,132	688,532	570,932	683,809	
PHA-WIDE Northside		6,000	8,000	7,600	30,000	
PHA-WIDE Southside		10,000	11,000	10,100	20,000	
SUB-TOTAL		16,000	19,000	17,700	50,000	
TOTAL		1,205,990	1,205,990	1,205,990	1,205,990	

Work Statement for Year 1 FFY 2009	Work Statement for Year: 2 FFY 2010			Work Statement for Year: 3 FFY 2011		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
	AMP 061- NORTHSIDE			AMP 061- NORTHSIDE		
	TN002-004/Fairview			TN002-004/Fairview		
	1460 Reasonable Accommodation		2,250	1460 Reasonable Accommodation		2,250
	1460 Cyclical Painting		7,500	1460 Cyclical Painting		6,500
	1460 Floor Replacement		4,375	1460 Floor Replacement		3,375
	1460 Closet Ventilation		9,200	1460 Kitchen cabinet/ renovations		63,500
	1450 Parking		60,000	1460 Bathroom renovations		7,500
	1450 Erosion Control		8,300	1460 Porch Repairs		6,500
	1450 Mailbox Replacement		5,802			
	SUB-TOTAL		97,427	SUB-TOTAL		89,625
	TN002-005/Parkway			TN002-005/Parkway		
	1460 Reasonable Accommodation		1,750	1460 Reasonable Accommodation		1,750
	1460 Cyclical Painting		5,300	1460 Cyclical Painting		4,300
	1460 Floor Replacement		3,125	1460 Floor Replacement		2,125
	1450 Paving/parking		18,500	1460 Kitchen cabinets/renovations		49,000
	1450 Curbing		9,500	1450 Dumpster pads/screening		1,500
	1450 Mailbox Replacement		6,500	1465.1 Water heater replacement		10,000
	SUB-TOTAL		44,675	SUB-TOTAL		68,675
	Subtotal of Estimated Cost		\$	Subtotal of Estimated Cost		\$

Work Statement for Year 1 FFY 2009	Work Statement for Year: 2 FFY 2010			Work Statement for Year: 3 FFY 2011		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
	AMP 061- NORTHSIDE			AMP 061- NORTHSIDE		
	TN002-010/Lake Terrace			TN002-010/Lake Terrace		
	1460 Reasonable Accommodation		2,750	1460 Reasonable Accommodation		2,750
	1460 Cyclical Painting		8,600	1460 Cyclical Painting		7,600
	1460 Floor Replacement		5,000	1460 Floor Replacement		4,000
	1465.1 Water heater replacement		25,500	1460 Bathroom renovations		7,500
	SUB-TOTAL		41,850	SUB-TOTAL		21,850
	PHA WIDE NORTHSIDE			PHA WIDE NORTHSIDE		
	Playground equipment		6,000	Lighted address signs		8,000
	SUB-TOTAL		6,000	SUB-TOTAL		8,000
	Subtotal of Estimated Cost		\$	Subtotal of Estimated Cost		\$

Part II: Supporting Pages – Physical Needs Work Statement(s)		Work Statement for Year: 2 FFY 2010			Work Statement for Year: 3 FFY 2011		
Work Statement for Year 1 FFY 2009	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	
See Annual Statement	AMP 062- SOUTHSIDE			AMP 062- SOUTHSIDE			
	TN002-002/Keystone			TN002-002/Keystone			
	1460 Reasonable Accommodation		7,500	1460 Reasonable Accommodation		7,500	
	1460 Cyclical Painting		25,000	1460 Cyclical Painting		23,000	
	1460 Floor Replacement		14,125	1460 Floor Replacement		12,125	
	1470 Admin Building Renovations		20,000	1470 Rec. Center renovations		10,500	
	1460 Kitchen cabinets/renovations		125,000	1460 Kitchen cabinets/renovations		112,000	
	1460 Exterior brick repairs		12,500	1460 Inside cut-off valves		11,300	
				1460 Outside cut-off valves		16,500	
				1460 Dryer hookups		11,300	
	SUB-TOTAL		204,125	SUB-TOTAL		204,225	
	TN002-006/Memorial Park			TN002-006/Memorial Park			
	1460 Reasonable Accommodation		4,000	1460 Reasonable Accommodation		4,000	
	1460 Cyclical Painting		13,500	1460 Cyclical Painting		12,500	
	1460 Floor Replacement		7,875	1460 Floor Replacement		6,875	
	1450 PS storage bldg./ site renovations		10,000	1460 HVAC install (or heater replaced)		126,800	
	SUB-TOTAL		35,375	SUB-TOTAL		150,175	
	Subtotal of Estimated Cost		\$	Subtotal of Estimated Cost		\$	

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year: 2009	Work Statement for Year: 4 FFY 2012			Work Statement for Year: 5 FFY 2013		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See Attachment	AMP 061 - NORTHSIDE			AMP 061 - NORTHSIDE		
	TN002-001/Carver			TN002-001/Carver		
	1460 Reasonable Accommodation		2,500	1460 Reasonable Accommodation		2,500
	1460 Cyclical Painting		15,342	1460 Cyclical Painting		14,342
	1460 Floor Replacement		4,625	1460 Floor Replacement		3,625
	1460 Bathroom renovations		5,800	1460 Insulation of end apts.		20,500
	1460 Dryer Hookups		4,550	1460 Exterior brick repair		10,000
	1460 Pantry Enclosures		4,400	1460 Low flow shower/toilet		8,100
	1450 Dumpster replacement		1,500	1460 Light replacement (floor.)		1,850
	1450 Trash Blinds/Pads		1,400	1450 Gate/Barrier		10,800
	1450 Mailboxes		1,500	1450 Sewer/water lines		26,000
				1450 Concrete/curbs/sidewalks		10,000
	SUB-TOTAL		41,617	SUB-TOTAL		107,717
	TN002-003/Dunbar			TN002-003/Dunbar		
	1460 Reasonable Accommodation		1,000	1460 Reasonable Accommodation		1,000
	1460 Cyclical Painting		3,200	1460 Cyclical Painting		2,200
	1460 Floor Replacement		1,875	1460 Floor Replacement		1,875
	1460 Remodel units (ceiling & pantry)		5,500	1460 Low flow shower/toilet		3,500
	1460 HVAC replacement		40,000	1460 Light replacement (floor.)		1,000
				1450 Sewer/water lines		10,500
				1450 Concrete/curbs/sidewalks		5,800
	SUB-TOTAL		51,575	SUB-TOTAL		25,875
	Subtotal of Estimated Cost		\$	Subtotal of Estimated Cost		\$

Part II: Supporting Pages – Physical Needs Work Statement(s)		Work Statement for Year: 4 FFY 2012		Work Statement for Year: 5 FFY 2013		
Work Statement for Year 1 FFY 2009	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
	AMP 061- NORTHSIDE			AMP 061- NORTHSIDE		
See Annual Statement	TN002-004/Fairview			TN002-004/Fairview		
	1460 Reasonable Accommodation		2,250	1460 Reasonable Accommodation		2,250
	1460 Cyclical Painting		7,500	1460 Cyclical Painting		6,500
	1460 Floor Replacement		4,375	1460 Floor Replacement		3,375
	1460 Remodel units (ceiling & pantry)		10,500	1460 Insulation of end apts.		15,000
	1460 HVAC replacement		92,000	1460 Low flow shower/toilet		8,500
				1460 Light replacement (floor.)		1,750
				1450 Handrails		4,500
				1450 Sewer/water lines		26,100
				1450 Concrete/curbs/sidewalks		9,500
	SUB-TOTAL		116,625	SUB-TOTAL		77,475
	TN002-005/Parkway			TN002-005/Parkway		
	1460 Reasonable Accommodation		1,750	1460 Reasonable Accommodation		1,750
	1460 Cyclical Painting		5,300	1460 Cyclical Painting		4,300
	1460 Floor Replacement		3,125	1460 Floor Replacement		2,125
	1460 Bathroom renovations		6,200	1460 Low flow shower/toilet		5,000
	1460 HVAC install/heater replacement		80,000	1460 Light replacement (floor.)		1,250
				1450 Sewer/water lines		4,500
				1450 Concrete/curbs/sidewalks		2,200
	SUB-TOTAL		96,375	SUB-TOTAL		21,125
	Subtotal of Estimated Cost		\$	Subtotal of Estimated Cost		\$

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY 2009	Work Statement for Year: 4 FFY 2012				Work Statement for Year: 5 FFY 2013			
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost		
	AMP 061- NORTHSIDE			AMP 061- NORTHSIDE				
	TN002-010/Lake Terrace			TN002-010/Lake Terrace				
	1460 Reasonable Accommodation		2,750	1460 Reasonable Accommodation		2,750		
	1460 Cyclical Painting		8,600	1460 Cyclical Painting		7,600		
	1460 Floor Replacement		5,000	1460 Floor Replacement		4,000		
	1460 HVAC Install		100,952	1460 Low flow shower/toilet		10,150		
				1460 Light replacement (floor.)		2,025		
				1450 Sewer/water lines		12,200		
				1450 Concrete/curbs/sidewalks		7,400		
	SUB-TOTAL		117,302	SUB-TOTAL		46,125		
	PHA WIDE NORTHSIDE			PHA WIDE NORTHSIDE				
	1460 Re-Key Locks (Master System)		7,600	1475 Internal Phone System Upgrade		20,000		
	SUB-TOTAL		7,600	SUB-TOTAL		20,000		
	Subtotal of Estimated Cost		\$	Subtotal of Estimated Cost		\$		

Capital and Program—Five-Year Action Plan

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY 2009	Work Statement for Year: 4 FFY 2012			Work Statement for Year: 5 FFY 2013		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See Appendix Statement	AMP 062- SOUTHSIDE TN002-002/Keystone			AMP 062- SOUTHSIDE TN002-002/Keystone		
	1460 Reasonable Accommodation		7,500	1460 Reasonable Accommodation		7,500
	1460 Cyclical Painting		25,000	1460 Cyclical Painting		22,000
	1460 Floor Replacement		14,125	1460 Floor Replacement		12,125
	1460 HVAC Replacement		101,000	1460 Low flow shower/toilet		19,000
	1460 Pantry Enclosure		9,300	1460 Light replacement (fluor.)		4,650
				1460 HVAC Replacement II		110,000
				1460 Porch siding repairs		20,200
				1450 Sewer/water lines		21,200
				1450 Concrete/curbs/sidewalks		16,500
	SUB-TOTAL		156,925	SUB-TOTAL		233,175
	TN002-006/Memorial Park			TN002-006/Memorial Park		
	1460 Reasonable Accommodation		4,000	1460 Reasonable Accommodation		4,000
	1460 Cyclical Painting		13,500	1460 Cyclical Painting		12,500
	1460 Floor Replacement		7,875	1460 Floor Replacement		6,875
	1460 Inside cut-off valves		5,000	1460 Low flow shower/toilet		12,750
	1460 Outside cut-off valves		7,500	1460 Light replacement (fluor.)		2,125
	1450 Foundation repairs		5,000	1465.1 Water heater replacement		26,952
				1450 Sewer/water lines		12,500
				1450 Concrete/curbs/sidewalks		4,500
	SUB-TOTAL		42,875	SUB-TOTAL		82,202
	Subtotal of Estimated Cost		\$	Subtotal of Estimated Cost		\$

Part III: Supporting Pages -- Management Needs Work Statement(s)				
Work Statement for Year 1 FFY 2009	Work Statement for Year: 2 FFY 2010		Work Statement for Year: 3 FFY 2011	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
	AMP 061 - NORTHSIDE		AMP 061 - NORTHSIDE	
	TN002-001/Carver		TN002-001/Carver	
	1406 Operations	19,099	1406 Operations	19,099
	1408 Management Improvements	19,099	1408 Management Improvements	19,099
	1430 Fees and Costs	2,500	1430 Fees and Costs	2,500
	SUB-TOTAL	40,698	SUB-TOTAL	40,698
	TN002-003/Dunbar		TN002-003/Dunbar	
	1406 Operations	9,442	1406 Operations	9,442
	1408 Management Improvements	9,442	1408 Management Improvements	9,442
	1430 Fees and Costs	1,000	1430 Fees and Costs	1,000
	SUB-TOTAL	19,884	SUB-TOTAL	19,884
	TN002-004/Fairview		TN002-004/Fairview	
	1406 Operations	22,033	1406 Operations	22,033
	1408 Management Improvements	22,033	1408 Management Improvements	22,033
	1430 Fees and Costs	2,250	1430 Fees and Costs	2,250
	SUB-TOTAL	46,316	SUB-TOTAL	46,316
	Subtotal of Estimated Cost \$		Subtotal of Estimated Cost \$	

Part III: Supporting Pages – Management Needs Work Statement(s)

Work Statement for Year 1 FFY 2009	Work Statement for Year: 2 FFY 2010		Work Statement for Year: 3 FFY 2011	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
See Annual Statement	AMP 062- SOUTHSIDE		AMP 062- SOUTHSIDE	
	TN002-002/Keystone		TN002-002/Keystone	
	1406 Operations	77,551	1406 Operations	77,551
	1408 Management Improvements	77,551	1408 Management Improvements	77,551
	1430 Fees and Costs	7,500	1430 Fees and Costs	7,500
	SUB-TOTAL	162,602	SUB-TOTAL	162,602
	TN002-006/Memorial Park		TN002-006/Memorial Park	
	1406 Operations	39,911	1406 Operations	39,911
	1408 Management Improvements	39,911	1408 Management Improvements	39,911
	1430 Fees and Costs	4,000	1430 Fees and Costs	4,000
	SUB-TOTAL	83,822	SUB-TOTAL	83,822
	TN002-007/Pinecrest		TN002-007/Pinecrest	
	1406 Operations	31,929	1406 Operations	31,929
	1408 Management Improvements	31,929	1408 Management Improvements	31,929
	1430 Fees and Costs	3,250	1430 Fees and Costs	3,250
	SUB-TOTAL	67,108	SUB-TOTAL	67,108
	SUBTOTAL of Estimated Cost	\$	SUBTOTAL of Estimated Cost	\$

Part III: Supporting Pages – Management Needs Work Statement(s)				
Work Statement for Year 1 FFY 2009	Work Statement for Year: 4 FFY 2012		Work Statement for Year: 5 FFY 2013	
	Development Number/Name General Description of Major Work Categories-	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
	AMP 061- NORTHSIDE		AMP 061- NORTHSIDE	
	TN002-001/Carver		TN002-001/Carver	
	1406 Operations	19,099	1406 Operations	19,099
	1408 Management Improvements	19,099	1408 Management Improvements	19,099
	1430 Fees and Costs	2,500	1430 Fees and Costs	2,500
	SUB-TOTAL	40,698	SUB-TOTAL	40,698
	TN002-003/Dunbar		TN002-003/Dunbar	
	1406 Operations	9,442	1406 Operations	9,442
	1408 Management Improvements	9,442	1408 Management Improvements	9,442
	1430 Fees and Costs	1,000	1430 Fees and Costs	1,000
	SUB-TOTAL	19,884	SUB-TOTAL	19,884
	TN002-004/Fairview		TN002-004/Fairview	
	1406 Operations	22,033	1406 Operations	22,033
	1408 Management Improvements	22,033	1408 Management Improvements	22,033
	1430 Fees and Costs	2,250	1430 Fees and Costs	2,250
	SUB-TOTAL	46,316	SUB-TOTAL	46,316
	Subtotal of Estimated Cost	\$	Subtotal of Estimated Cost	\$

Part III: Supporting Pages – Management Needs Work Statement(s)

Work Statement for Year 1 FFY 2009	Work Statement for Year: 4 FFY 2012		Work Statement for Year: 5 FFY 2013	
	Development Number/Name General Description of Major Work Categories	Estimated Cost	Development Number/Name General Description of Major Work Categories	Estimated Cost
866	AMP 062- SOUTHSIDE		AMP 062- SOUTHSIDE	
Approval	TN002-002/Keystone		TN002-002/Keystone	
Statement	1406 Operations	77,551	1406 Operations	77,551
	1408 Management Improvements	77,551	1408 Management Improvements	77,551
	1430 Fees and Costs	7,500	1430 Fees and Costs	7,500
	SUB-TOTAL	162,602	SUB-TOTAL	162,602
	TN002-006/Memorial Park		TN002-006/Memorial Park	
	1406 Operations	39,911	1406 Operations	39,911
	1408 Management Improvements	39,911	1408 Management Improvements	39,911
	1430 Fees and Costs	4,000	1430 Fees and Costs	4,000
	SUB-TOTAL	83,822	SUB-TOTAL	83,822
	TN002-007/Pinecrest		TN002-007/Pinecrest	
	1406 Operations	31,929	1406 Operations	31,929
	1408 Management Improvements	31,929	1408 Management Improvements	31,929
	1430 Fees and Costs	3,250	1430 Fees and Costs	3,250
	SUB-TOTAL	67,108	SUB-TOTAL	67,108
	Subtotal of Estimated Cost	\$	Subtotal of Estimated Cost	\$

**PHA Certifications of Compliance with the PHA Plans and Related Regulations:
Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ___ 5-Year and/or Annual PHA Plan for the PHA fiscal year beginning 10/1/2009, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

Civil Rights Certification

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

Civil Rights Certification**Annual Certification and Board Resolution**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

JOHNSON CITY HOUSING AUTHORITY

TN002

PHA Name

PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

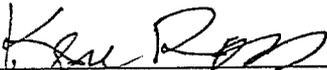
Name of Authorized Official

Ken Ross

Title

Chairman of the Board

Signature



Date 05/21/2009

13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

JOHNSON CITY HOUSING AUTHORITY

TN002

PHA Name

PHA Number/HA Code

____ 5-Year PHA Plan for Fiscal Years 20____ - 20____

____ Annual PHA Plan for Fiscal Years 20⁰⁹ - 20¹⁰____

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official Ken Ross	Title Chairman of the Board
Signature 	Date May 21, 2009

Certification of Payments to Influence Federal Transactions

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

Applicant Name

JOHNSON CITY HOUSING AUTHORITY

Program/Activity Receiving Federal Grant Funding

CAPITAL FUND

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

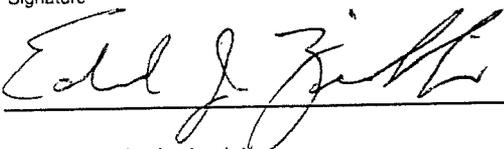
Name of Authorized Official

Edward J. Zimbicki

Title

Executive Director

Signature



Date (mm/dd/yyyy)

5/21/09

Previous edition is obsolete

form HUD 50071 (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1, & 7485.3

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

JOHNSON CITY HOUSING AUTHORITY

Program/Activity Receiving Federal Grant Funding

CAPITAL FUND

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

- (1) The dangers of drug abuse in the workplace;
- (2) The Applicant's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

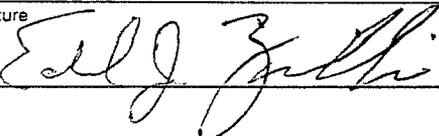
Name of Authorized Official

Edward J. Zimbicki

Title

Executive Director

Signature

X 

Date

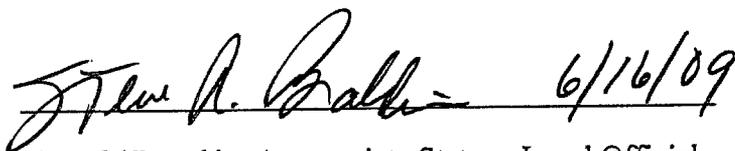
5/21/09

Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan

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

**Certification by State or Local Official of PHA Plans Consistency with the
Consolidated Plan**

I, Steve Baldwin the Director, Community Development certify that the Five Year and
Annual PHA Plan of the Johnson City Housing Authority is consistent with the Consolidated Plan of
Johnson City, TN. prepared pursuant to 24 CFR Part 91.

 6/16/09

Signed / Dated by Appropriate State or Local Official

11(f) Resident Advisory Board (RAB) Comments

RESIDENT ADVISORY BOARD MEETING TO RECEIVE COMMENTS ON
FY2009 AGENCY PLAN
Johnson City Housing Authority (JCHA)
February 23, 2009
10:00 a.m.

There was a meeting held to receive comments from residents to add to the FY2009 Agency Plan. A list of attendees is attached.

Comments of Resident Advisory Board and Explanation of PHA Response (**in bold**):

1. Cabinets are too tall at Fairview

Cabinet Replacement is already in 5-year plan

2. Air Conditioning

The housing authority will replace as necessary

3. HVAC Installation at Memorial Park

The housing authority is going to install in phases. It is already in the 5-year plan

4. Sewer Replacement at Fairview

Sewer Replacement is already in the 5-year plan

5. Walking Trails

Residents discussed having prizes for most weight loss, longest walks, etc.

Capital Fund Program

Performance and Evaluation Report

ARRA - FFY 2009

TN37S002501-09

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

Part I: Summary		FFY of Grant: 2009 FFY of Grant Approval: 2009	
PHA Name: Johnson City Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN37S002501-09 Replacement Housing Factor Grant No: Date of CFFP: 03/18/2009	
Type of Grant	<input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 03/31/2009	<input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Final Performance and Evaluation Report	Total Actual Cost ¹
Line	Summary by Development Account	Total Estimated Cost Revised ²	Obligated Expended
1	Total non-CFF Funds		
2	1406 Operations (may not exceed 20% of line 21) ³		
3	1408 Management Improvements	\$102,212	\$0.00
4	1410 Administration (may not exceed 10% of line 21)	\$152,654	\$0.00
5	1411 Audit		
6	1415 Liquidated Damages		
7	1430 Fees and Costs	\$ 43,804	\$0.00
8	1440 Site Acquisition		
9	1450 Site Improvement	\$205,440	\$0.00
10	1460 Dwelling Structures	\$713,885	\$0.00
11	1465.1 Dwelling Equipment—Nonexpendable	\$308,550	\$0.00
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 ⁴		

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

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

Part I: Summary		FFY of Grant: 2009 FFY of Grant Approval: 2009	
PHA Name: Johnson City Housing Authority	Grant Type and Number Capital Fund Program Grant No: TN37S002501-09 Replacement Housing Factor Grant No: Date of CFFP: 03/18/2009	<input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Final Performance and Evaluation Report	
Type of Grant	<input checked="" type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 03/31/2009 <input type="checkbox"/> Reserve for Disasters/Emergencies	Total Estimated Cost	Total Actual Cost ¹
Line	Summary by Development Account	Original	Revised ² Obligated Expended
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)	\$1,526,545	\$0.00
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		
Signature of Executive Director		Signature of Public Housing Director	
Date: 3/31/09		Date	

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

Expires 4/30/2011

Part II: Supporting Pages		Federal FFY of Grant: 2009						
PHA Name: Johnson City Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN37S00250109 CFPP (Yes/ No): Yes Replacement Housing Factor Grant No:						
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
AMP 061 – Northside TN002-001/Carver								
07/yr4	Refrigerator Replacement	1465.1		31,450		0	0	0
07/yr4	Storm Door Replacement	1460		59,085		0	0	0
08/yr2	HVAC Replacement	1460		236,800		0	0	0
07/yr4	Reasonable Accom (Bathroom Upgrade/Ramps)	1460		8,400		0	0	0
	SUB TOTAL			335,735		0	0	0
TN002-003/Dunbar								
08/yr5	Remodel Units (Replace Kit.Cabinets)	1460		75,000		0	0	0
07/yr4	Reasonable Accom (Bathroom Upgrade/Ramps)	1460		8,400		0	0	0
	SUB TOTAL			83,400		0	0	0
TN002-004/Fairview								
08/yr5	Remodel Units (Replace Kit.Cabinets)	1460		175,000		0	0	0
07/yr4	Reasonable Accom (Bathroom Upgrade/Ramps)	1460		16,800		0	0	0
08/yr4	Refrigerator Replacement	1465.1		29,750		0	0	0
	SUB TOTAL			221,550		0	0	0

¹To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

²To be completed for the Performance and Evaluation Report.

Expires 4/30/2011

Part II: Supporting Pages		Federal FFY of Grant: 2009						
PHA Name: Johnson City Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN37S002501-09 CFPP (Yes/No): Yes Replacement Housing Factor Grant No:						
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
AMP 061 Northside (con't)								
TN002-005/Parkway								
08/yr1	Refrigerator Replacement	1465.1		21,250		0	0	0
07/yr4	Reasonable Accom (Bathroom Upgrade/Ramps)	1460		12,600		0	0	0
	SUB TOTAL			33,850		0	0	0
TN002-010/Lake Terrace								
07/yr3	Refrigerator Replacement	1465.1		34,425		0	0	0
07/yr4	Reasonable Accom (Bathroom Upgrade/Ramps)	1460		29,400		0	0	0
	SUB TOTAL			63,825		0	0	0
AMP 062 Southside								
TN002-002/Keystone								
08/yr1	Refrigerator Replacement	1465.1		96,050		0	0	0
07/yr4	Reasonable Accom (Bathroom Upgrade/Ramps)	1460		46,200		0	0	0
07/yr3	Misc Site Improve(Milling & Paving)	1450		205,440		0	0	0
	SUB TOTAL			347,690		0	0	0
TN002-006/Memorial Park								
08/yr3	Refrigerator Replacement	1465.1		53,125		0	0	0
07/yr4	Reasonable Accom (Bathroom Upgrade/Ramps)	1460		25,200		0	0	0
	SUB TOTAL			78,325		0	0	0

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report.

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

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: Johnson City Housing Authority					
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates ¹
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
061 Northside Properties					
TN002-001/Carver	03-18-10		03-18-12		
TN002-003/Dunbar	03-18-10		03-18-12		
TN002-004/Fairview	03-18-10		03-18-12		
TN002-005/Parkway	03-18-10		03-18-12		
TN002-010/Lake Terrace	03-18-10		03-18-12		
062 Southside Properties					
TN002-002/Keystone	03-18-10		03-18-12		
TN002-006/Memorial Park	03-18-10		03-18-12		
TN002-007/Pinecrest	03-18-10		03-18-12		
Housing Authority-Wide	03-18-10		03-18-12		

¹ Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Capital Fund Program
Performance and Evaluation Report

FFY 2008



TN37P00250108

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: Johnson City Housing Authority

Grant Type and Number

Federal
FY of
Grant:
2008

Capital Fund Program Grant No: TN37P00250108

Replacement Housing Factor Grant No:

Original Annual Statement Reserve for Disasters/ Emergencies Revised Annual Statement (revision no:)

Performance and Evaluation Report for Period Ending: 03/31/2009 Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost			Total Actual Cost	
		Original	Revised	Obligated	Expended	
1	Total non-CFP Funds	0.00		0.00	0.00	
2	1406 Operations	241,198.00		241,198.00	0.00	
3	1408 Management Improvements	241,198.00		241,198.00	62,548.00	
4	1410 Administration	120,599.00		120,599.00	60,300.00	
5	1411 Audit	0.00		0.00	0.00	
6	1415 Liquidated Damages	0.00		0.00	0.00	
7	1430 Fees and Costs	16,000.00		16,000.00	0.00	
8	1440 Site Acquisition	0.00		0.00	0.00	
9	1450 Site Improvement	82,500.00		500.00	158.00	
10	1460 Dwelling Structures	391,755.00		51,596.00	44,766.00	
11	1465.1 Dwelling Equipment—Nonexpendable	112,740.00		15,570.00	15,570.00	
12	1470 Nondwelling Structures	0.00		0.00	0.00	
13	1475 Nondwelling Equipment	0.00		0.00	0.00	
14	1485 Demolition	0.00		0.00	0.00	
15	1490 Replacement Reserve	0.00		0.00	0.00	
16	1492 Moving to Work Demonstration	0.00		0.00	0.00	
17	1495.1 Relocation Costs	0.00		0.00	0.00	
18	1499 Development Activities	0.00		0.00	0.00	
19	1501 Collateralization or Debt Service	0.00		0.00	0.00	
20	1502 Contingency	0.00		0.00	0.00	
21	Amount of Annual Grant: (sum of lines 2 – 20)	1,205,990.00		686,661.00	183,342.00	
22	Amount of line 21 Related to LBP Activities					
23	Amount of line 21 Related to Section 504 compliance					
24	Amount of line 21 Related to Security – Soft Costs	11,722.00		0.00	0.00	
25	Amount of Line 21 Related to Security – Hard Costs					
26	Amount of line 21 Related to Energy Conservation Measures					

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

PHA Name: Johnson City Housing Authority

Grant Type and Number
Capital Fund Program Grant No: 2008
Replacement Housing Factor Grant No:

Federal FY of Grant: 2008

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
AMP 061 NORTHSIDE								
TN002-001/ Carver	Cyclical Painting Program	1460		12,917		10,329	10,329	79%
	Floor Replacement Program	1460		3,700		3,700	3,700	100%
	Fees and Costs	1430		1,553		1,553	0	0%
	Operations	1406		19,099		19,099	0	0%
	Management Improvement	1408		24,490		24,490	20,988	85%
	SUB-TOTAL			61,759		59,171	35,017	
TN002-003/ Dunbar	Remodel Units	1460		0		2,687	2,687	100%
	Cyclical Painting Program	1460		4,590		0	0	0%
	Floor Replacement Program	1460		1,600		879	879	54%
	Refrigerator Replacement	1465		12,000		15,570	15,570	100%
	Fees and Costs	1430		630		630	0	0%
	Operations	1406		9,442		9,442	0	0%
	Management Improvement	1408		9,442		9,442	0	0%
	SUB-TOTAL			37,704		38,650	19,136	
TN002-004/Fairview	Cyclical Painting Program	1460		8,710		0	0	0%
	Floor Replacement Program	1460		3,700		0	0	0%
	Window Replacement	1460		105,505		0	0	0%
	Concrete/Curb/Sidewalk Repair	1450		47,280		0	0	0%
	Fees and Costs	1430		1,469		1,469	0	0%
	Operations	1406		22,033		22,033	0	0%
	Management Improvement	1408		22,033		22,033	0	0%
	SUB-TOTAL			210,730		45,535	0	

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

PHA Name: Johnson City Housing Authority

Grant Type and Number
Capital Fund Program Grant No: 2008
Replacement Housing Factor Grant No:

Federal FY of Grant: 2008

Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
TN002-005/Parkway	Cyclical Painting Program	1460		5,650		0	0	0%
	Remodel Units	1460				2,387	2,387	100%
	Floor Replacement Program	1460		1,600		0	0	0%
	Refrigerator Replacement	1465		18,250		0	0	0%
	Fees and Costs	1430		1,049		1,049	0	0%
	Operations	1406		15,737		15,737	0	0%
	Management Improvement	1408		15,737		15,737	0	0%
	SUB-TOTAL			58,023		34,910	2,387	
TN002-010/Lake Terrace	Cyclical Painting Program	1460		6,793		0	0	0%
	Floor Replacement Program	1460		4,300		0	0	0%
	Fees and Costs	1430		1,699		1,699	0	0%
	Operations	1406		25,496		25,496	0	0%
	Management Improvement	1408		25,496		25,496	0	0%
	SUB-TOTAL			63,784		52,691	0	
AMP 062 SOUTHSIDE								
TN002-002/Keystone	Cyclical Painting Program	1460		26,927		15,807	15,807	58%
	Wastewater Line - Interior	1460				125	125	100%
	Floor Replacement Program	1460		6,400		6,400	6,400	100%
	Concrete/Curb/Sidewalk Repair	1450		5,260		0	0	0%
	Refrigerator Replacement	1465		82,490		0	0	0%
	Fees and Costs	1430		4,811		4,811	0	0%
	Operations	1406		77,551		77,551	0	0%
	Management Improvements	1408		72,160		72,160	41,561	57%
	SUB-TOTAL			275,599		176,854	63,893	
All	Wastewater Line - Interior	1460				0	186	100%

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

PHA Name: Johnson City Housing Authority		Federal FY of Grant: 2008					
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Grant Type and Number Capital Fund Program Grant No: 2008 Replacement Housing Factor Grant No:		Status of Work			
		Dev. Acct No.	Quantity		Total Estimated Cost		
			Original	Revised	Funds Obligated	Funds Expended	
All	Reasonable Accomodations	1460			2,184	2,184	100%
	SUB-TOTAL				2,184	2,370	
TN002-006/Memorial Park	Cyclical Painting Program	1460	11,625		0	0	0%
	Floor Replacement Program	1460	3,400		81	81	2%
	Concrete/Curb/Sidewalk Repair	1450	7,600		0	0	0%
	Fees and Costs	1430	2,661		2,661	0	0%
	Operations	1406	39,911		39,911	0	0%
	Management Improvements	1408	39,911		39,911	0	0%
	SUB-TOTAL		105,108		82,564	81	
TN002-007/Pinecrest Village	Cyclical Painting Program	1460	8,800		0	0	0%
	Floor Replacement Program	1460	4,300		0	0	0%
	Concrete/Curb/Sidewalk Repair	1450	7,360		0	0	0%
	Erosion Control	1450	15,000		500	158	1%
	Foundation Repair	1460	5,000		0	0	0%
	Vinyl Siding Replacement	1460	166,238		0	0	0%
	Fees and Costs	1430	2,128		2,128	0	0%
	Operations	1406	31,929		31,929	0	0%
	Management Improvements	1408	31,929		31,929	0	0%
	SUB-TOTAL		272,684		73,503	158	
PHA Wide	Management Fees	1410	120,599		120,599	60,300	50%
	SUB-TOTAL		120,599		120,599	60,300	

**Annual Statement/Performance and Evaluation Report
 Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)
 Part III: Implementation Schedule**

PHA Name: Johnson City Housing Authority		Grant Type and Number Capital Fund Program No: 2008 Replacement Housing Factor No:		Federal FY of Grant: 2008		
Development Number Name/HA-Wide Activities	All Fund Obligated (Quarter Ending Date)			All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates
	Original	Revised	Actual	Original	Revised	
061 Northside Properties						
TN002-001/Carver	06/13/2010			06/13/2012		
TN002-003/Dunbar	06/13/2010			06/13/2012		
TN002-004/Fairview	06/13/2010			06/13/2012		
TN002-005/Parkway	06/13/2010			06/13/2012		
TN002-010/Lake Terrace	06/13/2010			06/13/2012		
062 Southside Properties						
TN002-002/Keystone	06/13/2010			06/13/2012		
TN002-006/Memorial Park	06/13/2010			06/13/2012		
TN002-007/Pinecrest Village	06/13/2010			06/13/2012		
PHA-WIDE	06/13/2010			06/13/2012		

Capital Fund Program
Performance and Evaluation Report

FFY 2007



TN37P00250107

Annual Statement/Performance and Evaluation Report

Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part I: Summary

PHA Name: Johnson City Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN37P00250107		Federal FY of Grant: 2007	
		Replacement Housing Factor Grant No:			
<input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no: 2) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 03/31/09 <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	\$223,107.00	\$223,107.00	\$223,107.00	\$223,107.00
3	1408 Management Improvements	\$230,007.00	\$230,007.00	\$230,007.00	\$223,485.00
4	1410 Administration	\$111,554.00	\$111,554.00	\$111,554.00	\$111,554.00
5	1411 Audit	\$0.00	\$0.00	\$0.00	\$0.00
6	1415 Liquidated Damages	\$0.00	\$0.00	\$0.00	\$0.00
7	1430 Fees and Costs	\$10,000.00	\$11,253.00	\$11,253.00	\$11,253.00
8	1440 Site Acquisition	\$0.00	\$0.00	\$0.00	\$0.00
9	1450 Site Improvement	\$47,000.00	\$47,000.00	\$47,000.00	\$21,390.00
10	1460 Dwelling Structures	\$393,244.00	\$379,709.00	\$378,349.00	\$271,693.00
11	1465.1 Dwelling Equipment—Nonexpendable	\$60,000.00	\$60,000.00	\$60,000.00	\$20,295.00
12	1470 Nondwelling Structures	\$0.00	\$0.00	\$0.00	\$0.00
13	1475 Nondwelling Equipment	\$40,624.00	\$52,906.00	\$52,906.00	\$52,906.00
14	1485 Demolition	\$0.00	\$0.00	\$0.00	\$0.00
15	1490 Replacement Reserve	\$0.00	\$0.00	\$0.00	\$0.00
16	1492 Moving to Work Demonstration	\$0.00	\$0.00	\$0.00	\$0.00
17	1495.1 Relocation Costs	\$0.00	\$0.00	\$0.00	\$0.00
18	1499 Development Activities	\$0.00	\$0.00	\$0.00	\$0.00
19	1501 Collateralization or Debt Service	\$0.00	\$0.00	\$0.00	\$0.00
20	1502 Contingency	\$0.00	\$0.00	\$0.00	\$0.00
21	Amount of Annual Grant: (sum of lines 2 – 20)	\$1,115,536.00	\$1,115,536.00	\$1,114,176.00	\$935,683.00
22	Amount of line 21 Related to LBP Activities	\$0.00	\$0.00	\$0.00	\$0.00
23	Amount of line 21 Related to Section 504 compliance	\$0.00	\$0.00	\$0.00	\$0.00
24	Amount of line 21 Related to Security – Soft Costs	\$25,000.00	\$25,000.00	\$24,500.00	\$15,710.00
25	Amount of Line 21 Related to Security – Hard Costs	\$0.00	\$0.00	\$0.00	\$0.00
26	Amount of line 21 Related to Energy Conservation Measures	\$0.00	\$0.00	\$0.00	\$0.00

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

PHA Name: Johnson City Housing Authority		Grant Type and Number			Federal FY of Grant: 2007		
Development Number Name/HA-Wide Activities		Capital Fund Program Grant No: TN37P00250107			Total Actual Cost		
General Description of Major Work Categories		Replacement Housing Factor Grant No:			Status of Work		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost	Funds Obligated	Funds Expended	Status of Work
HA - Wide	Operations	1406	L.S.	\$223,107.00	\$223,107.00	\$223,107.00	100%
HA - Wide	CP Program Coordinator (Sal & Ben)	1408	1 position	\$0.00	\$65,118.00	\$65,118.00	100%
	AA Technical Assistance	1408	All	\$0.00	\$13,385.00	\$6,863.00	51%
	Director of RS (Sal & Benefits)	1408	1 position	\$61,400.00	\$71,566.00	\$71,566.00	100%
	CF Program Coordinator (Sal & Ben)	1408	1 position	\$37,500.00	\$8,589.00	\$8,589.00	100%
	RS Coordinator (Salary & Benefits)	1408	1 position	\$45,100.00	\$52,889.00	\$52,889.00	100%
	AA Deputy Director	1408	1 position	\$12,900.00	\$0.00	\$0.00	
	Security	1408	All	\$25,000.00	\$15,710.00	\$15,710.00	100%
	Computer Software Upgrade	1408	LS	\$48,107.00	\$2,750.00	\$2,750.00	100%
HA - Wide	Executive Director	1410	1 position	\$36,954.00	\$37,227.00	\$37,227.00	100%
	Accounting & Budgets Director	1410	1 position	\$16,000.00	\$30,890.00	\$30,890.00	100%
	Capital Funds Director	1410	1 position	\$52,000.00	\$35,660.00	\$35,660.00	100%
	Asset Management Tech Assistant	1410	1 position	\$0.00	\$7,777.00	\$7,777.00	100%
	Senior Accountant	1410	1 position	\$6,600.00	\$0.00	\$0.00	
HA - Wide	A & E Fees	1430	LS	\$10,000.00	\$11,253.00	\$11,253.00	100%
HA - Wide	Landscaping/Erosion Control	1450	LS	\$11,000.00	\$6,638.00	\$3,528.00	53%
	Concrete Curb/Sidewalk Repair	1450	LS	\$10,000.00	\$14,212.00	\$14,212.00	100%
	Repair Sanitary Sewer Lines	1450	LS	\$10,000.00	\$10,000.00	\$0.00	0%
	Replace Underground Water Lines	1450	LS	\$10,000.00	\$10,000.00	\$0.00	0%
	Utility Cost Study	1450	LS	\$2,500.00	\$2,500.00	\$0.00	0%
	Energy Audit Study	1450	LS	\$3,500.00	\$3,650.00	\$3,650.00	100%

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

PHA Name: Johnson City Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN37P00250107		Federal FY of Grant: 2007				
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised	Funds Obligated	Funds Expended	
HA - Wide	Rekey all locks for Master System	1460	LS	\$0.00	\$0.00	\$0.00	\$0.00	
	Water Heater Replacement	1460	60	\$12,000.00	\$7,668.00	\$7,668.00	\$7,668.00	100%
	Replace HVAC Unit	1460	6	\$12,000.00	\$53,929.00	\$53,929.00	\$53,929.00	100%
	Replace Interior Wastewater Lines	1460	LS	\$10,000.00	\$2,020.00	\$2,020.00	\$2,020.00	100%
	Reasonable Accommodations	1460	LS	\$20,000.00	\$22,147.00	\$22,147.00	\$22,147.00	100%
	Tub & Sink Renovations	1460	LS	\$0.00	\$0.00	\$0.00	\$0.00	
	Stove Replacement	1460	30	\$6,900.00	\$6,900.00	\$6,900.00	\$0.00	0%
	Mailbox Reconf/Additions	1460	LS	\$2,000.00	\$2,000.00	\$640.00	\$0.00	0%
	Sundry - Painting/Floor Supplies	1460	LS	\$0.00	\$29,967.00	\$29,967.00	\$29,967.00	100%
	Refrigerator Replacement	1465		\$0.00	\$14,455.00	\$14,455.00	\$14,455.00	100%
HA - Wide	Pickup Truck or SUV or HE Vehicle	1475	1	\$40,624.00	\$44,551.00	\$44,551.00	\$44,551.00	100%
	Computer Equipment	1475		\$0.00	\$8,355.00	\$8,355.00	\$8,355.00	100%
TN - 2001	Cyclical Painting Program	1460		\$9,922.00	\$1,000.00	\$1,000.00	\$750.00	75%
Carver	Floor Replacement Program	1460		\$3,700.00	\$700.00	\$700.00	\$300.00	42%
TN - 2002	Window Replacement @ Keys Rec.	1460		\$5,000.00	\$2,500.00	\$2,500.00	\$0.00	0%
Keystone	Cyclical Painting Program	1460		\$26,927.00	\$3,000.00	\$3,000.00	\$2,384.00	79%
	Floor Replacement Program	1460		\$6,400.00	\$3,810.00	\$3,810.00	\$3,810.00	100%
	Kitchen Cabinet Replacement	1460		\$0.00	\$2,565.00	\$2,565.00	\$2,565.00	100%
	Refrigerator Replacement	1465		\$0.00	\$8,000.00	\$8,000.00	\$0.00	0%
TN - 2003	Cyclical Painting Program	1460		\$4,590.00	\$2,590.00	\$2,590.00	\$312.00	12%
Dunbar	Floor Replacement Program	1460		\$1,600.00	\$1,600.00	\$1,600.00	\$0.00	0%
	Roof Replacement	1460		\$0.00	\$85,240.00	\$85,240.00	\$85,240.00	100%
	Refrigerator Replacement	1465		\$12,000.00	\$12,000.00	\$12,000.00	\$5,840.00	48%

