



**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.

### Goals and Objectives for 2010 :

- a. Expand the supply of assisted housing. Objectives: Acquire or build units or developments
- b. Improve the quality of assisted housing. Objectives: Increase customer satisfaction; Renovate or modernize public housing units; Demolish or dispose of obsolete public housing; provide replacement housing.
- c. Increase assisted housing choices. Objectives: Conduct outreach efforts to potential voucher landlord; Increase voucher payment standards; Implement public housing or other homeownership programs
- d. Provide an improved living environment. Objectives: Implement public housing security improvements
- e. MHA will attempt to provide support to our residents in the area of training programs, educational opportunities, drug awareness and education, economic opportunities, security, self-sufficiency and resident programs to the extent funding will permit.
- f. Promote Self-sufficiency and asset development of assisted households. Objectives: Increase the number and percentage of employed persons in assisted families; Provide or attract supportive services to improve assistance recipients' employability; Provide or attract supportive services to increase independence for the elderly or families with disabilities.
- g. Ensure Equal Opportunity and affirmatively further fair housing. Objective: Undertake affirmative measures to ensure access to assisted housing regardless of race color, religion, national origin, sex, familial status, and disability; Undertake affirmative measures to provide suitable living environment for families living in assisted housing regardless of race color, religion, national origin, sex, familial status, and disability;
- h. Shall fully comply with all applicable standards and regulations, including generally accepted accounting practices as evidenced by the lack of finding of noncompliance in audits or review conducted at the authority
- i. Shall strive to maintain its operating reserves at or above \$400,000 between now and 12/31/2014.
- j. Shall reduce its dependence on HUD by raising \$60,000 from non HUD sources by 12/31/2014
- k. Shall concentrate its management functions to attain and maintain high performer status in both its public housing and section 8 programs

### Goals and Objectives for 2005 – 2009

1. Expand the supply of assisted housing. Objectives: Acquire or build units or developments
2. Improve the quality of assisted housing. Objectives: Increase customer satisfaction; Renovate or modernize public housing units; Demolish or dispose of obsolete public housing; provide replacement housing.
3. Increase assisted housing choices. Objectives: Conduct outreach efforts to potential voucher landlord; Increase voucher payment standards; Implement public housing or other homeownership programs; Implement site based waiting lists
4. Provide an improved living environment. Objectives: Implement public housing security improvements
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8. Shall fully comply with all applicable standards and regulations, including generally accepted accounting practices as evidenced by the lack of finding of noncompliance in audits or review conducted at the authority
9. Shall maintain its operating reserves at or above \$400,000 between now and 12/31/2009
10. Shall reduce its dependence on HUD by raising \$60,000 from non HUD sources by 12/31/2009
11. Shall concentrate its management functions to attain and maintain high performer status in both its public housing and section 8 programs

### Progress:

1. In 2009 MHA purchased property at 105 N. 5<sup>th</sup> St. , renovated and rented to low income family.
2. In 2009 we completed the first 4 renovations of our zero bedroom units focusing on energy efficiency and improved living space accessibility features.
3. Housing Choice Voucher Payment Standards set at 100% of Fair Market Rent. Acquired additional vouchers when Gardenvale Apartments chose to Opt Out of the assistance program.
4. Continue with night patrols of our developments from off duty police. Newly designed and renovated office space with added security for staff, privacy for clients and surveillance monitoring system.
5. MHA currently provides Blount County Boys and Girls Club Parkside Unit, Teens Need Training (TNT), Kids on Patrol and Youth Sports/Adventure and Field Trip Activities. Annual Health Fair for residents and ongoing programs to assist the elderly with shopping, acquiring commodities and other social services.
6. Over the last 5 years MHA has provided residents with information on available resources in their community that provide education and employment opportunities. We have over 60% of family households with one or more adults working.. We have made progress in providing services for our elderly and disabled residents to help them maintain their independence and keeping from having to move to an assisted living or nursing home facility prematurely. This has been achieved as a result of collaboration with local churches, and other non-profit agencies such as The Blount County Community Action Agency and Tennessee's Community Assistance Corporation.
7. Continue to comply with affirmative measures to ensure equal opportunity and fair housing.
8. The last published fiscal audit for the PHA contained no findings.
9. As of 12/31/2008, our operating reserves were at \$497,000.
10. MHA receives approximately \$45,000 annually for managing privately owned housing.
11. Maintained High Performer Status in both Public Housing and Section 8 Programs.

<b>6.0</b>	<p><b>PHA Plan Update</b></p> <p>(a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission:</p> <p>(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.</p> <ul style="list-style-type: none"> <li>• Implemented a No Smoking Policy for Broadway Towers elderly/disabled high rise effective 01/01/2010 changes made to Lease and ACOP (included).</li> <li>• Goals <ul style="list-style-type: none"> <li>1. Expand and/or enhance the financial independence of the PHA.</li> </ul> </li> </ul> <p style="margin-left: 40px;">Objective: Acquire or construct approximately 2 additional affordable housing units per year.</p> <p style="margin-left: 40px;">Objective: Conduct a feasibility/marketability study for best use of PHA owned property.</p> <p>(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.</p> <p>Main Office Location : 311 Atlantic Avenue, Maryville, TN 37801 Website: www.mhatn.com</p>																																																																																																
<b>7.0</b>	<p><b>Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers.</b> <i>Include statements related to these programs as applicable.</i></p> <p>Not Applicable</p>																																																																																																
<b>8.0</b>	<p><b>Capital Improvements.</b> Please complete Parts 8.1 through 8.3, as applicable.</p>																																																																																																
<b>8.1</b>	<p><b>Capital Fund Program Annual Statement/Performance and Evaluation Report.</b> As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i>, form HUD-50075.1, for each current and open CFP grant and CFFP financing.</p>																																																																																																
<b>8.2</b>	<p><b>Capital Fund Program Five-Year Action Plan.</b> As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i>, form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.</p>																																																																																																
<b>8.3</b>	<p><b>Capital Fund Financing Program (CFFP).</b></p> <p><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.</p>																																																																																																
<b>9.0</b>	<p><b>Housing Needs.</b> Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.</p> <table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th colspan="8"><b>Housing Needs of Families in the Jurisdiction by Family Type</b></th> </tr> <tr> <th colspan="8"><b>1= lowest need – 5= highest need</b></th> </tr> <tr> <th style="text-align: left;">Family Type</th> <th>Overall</th> <th>Affordability</th> <th>Supply</th> <th>Quality</th> <th>Accessibility</th> <th>Size</th> <th>Location</th> </tr> </thead> <tbody> <tr> <td style="text-align: left;">Income &lt;= 30% of AMI</td> <td>2</td> <td>5</td> <td>5</td> <td>1</td> <td>1</td> <td>1</td> <td>1</td> </tr> <tr> <td style="text-align: left;">Income &gt;30% but &lt;=50% of AMI</td> <td>5</td> <td>4</td> <td>5</td> <td>1</td> <td>1</td> <td>1</td> <td>1</td> </tr> <tr> <td style="text-align: left;">Income &gt;50% but &lt;80% of AMI</td> <td>2</td> <td>3</td> <td>5</td> <td>1</td> <td>1</td> <td>1</td> <td>1</td> </tr> <tr> <td style="text-align: left;">Elderly</td> <td>2</td> <td>2</td> <td>5</td> <td>1</td> <td>3</td> <td>1</td> <td>1</td> </tr> <tr> <td style="text-align: left;">Families with Disabilities</td> <td>2</td> <td>2</td> <td>5</td> <td>1</td> <td>3</td> <td>1</td> <td>1</td> </tr> <tr> <td style="text-align: left;">AA</td> <td>1</td> <td>1</td> <td>1</td> <td>1</td> <td>1</td> <td>1</td> <td>1</td> </tr> <tr> <td style="text-align: left;">American Indian</td> <td>1</td> <td>1</td> <td>1</td> <td>1</td> <td>1</td> <td>1</td> <td>1</td> </tr> <tr> <td style="text-align: left;">Asian</td> <td>1</td> <td>1</td> <td>1</td> <td>1</td> <td>1</td> <td>1</td> <td>1</td> </tr> <tr> <td style="text-align: left;">Multi Racial</td> <td>1</td> <td>1</td> <td>1</td> <td>1</td> <td>1</td> <td>1</td> <td>1</td> </tr> </tbody> </table>	<b>Housing Needs of Families in the Jurisdiction by Family Type</b>								<b>1= lowest need – 5= highest need</b>								Family Type	Overall	Affordability	Supply	Quality	Accessibility	Size	Location	Income <= 30% of AMI	2	5	5	1	1	1	1	Income >30% but <=50% of AMI	5	4	5	1	1	1	1	Income >50% but <80% of AMI	2	3	5	1	1	1	1	Elderly	2	2	5	1	3	1	1	Families with Disabilities	2	2	5	1	3	1	1	AA	1	1	1	1	1	1	1	American Indian	1	1	1	1	1	1	1	Asian	1	1	1	1	1	1	1	Multi Racial	1	1	1	1	1	1	1
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9.1	<p><b>Strategy for Addressing Housing Needs.</b> Provide a brief description of the PHA’s strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. <b>Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.</b></p> <p>Undertake affirmative measures to ensure access to assisted housing regardless of race color, religion, national origin, sex, familial status, and disability; and increase the number of affordable housing units in our jurisdiction whenever possible.</p>
10.0	<p><b>Additional Information.</b> Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA’s progress in meeting the mission and goals described in the 5-Year Plan.</p> <p>. In 2009 MHA purchased property at 105 N. 5<sup>th</sup> St. , renovated and rented to low income family and completed the first 4 renovations of our zero bedroom units focusing on energy efficiency and improved living space accessibility features.</p> <p>Housing Choice Voucher Payment Standards set at 100% of Fair Market Rent. Acquired additional vouchers when Gardenvale Apartments chose to Opt Out of the assistance program. Continue with night patrols of our developments from off duty police. Newly designed and renovated office space with added security for staff, privacy for clients and surveillance monitoring system. MHA currently provides Blount County Boys and Girls Club Parkside Unit, Teens Need Training (TNT), Kids on Patrol and Youth Sports/Adventure and Field Trip Activities. Annual Health Fair for residents and ongoing programs to assist the elderly with shopping, acquiring commodities and other social services.Over the last 5 years MHA has provided residents with information on available resources in their community that provide education and employment opportunities. We have over 60% of family households with one or more adults working.. We have made progress in providing services for our elderly and disabled residents to help them maintain their independence and keeping from having to move to an assisted living or nursing home facility prematurely. This has been achieved as a result of collaboration with local churches, and other non-profit agencies such as The Blount County Community Action Agency and Tennessee’s Community Assistance Corporation.</p> <p>(b) Significant Amendment and Substantial Deviation/ Modification. Provide the PHA’s definition of “significant amendment” and “substantial deviation/modification”</p> <ul style="list-style-type: none"> <li>• : <i>MHA considers the following to be significant amendments or modifications:</i> <ol style="list-style-type: none"> <li>1. <i>Changes to rent or admissions policies or organization of the waiting list, other than those to further MHA and HUD Goals.</i></li> <li>2. <i>Additions of non-emergency work items (items not included in the current Annual Statement or 5-Year Action Plan) or change in use of replacement reserve funds under the Capital Fund; except items that are incidental to previously approved work items.</i></li> <li>3. <i>And, any change with regard to demolition or disposition, designation, homeownership programs or conversion activities.</i></li> </ol> </li> </ul>
11.0	<p><b>Required Submission for HUD Field Office Review.</b> In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. <b>Note:</b> Faxed copies of these documents will not be accepted by the Field Office.</p> <p>(a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights)</p> <p>(b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only)</p> <p>(c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only)</p> <p>(d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only)</p> <p>(e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only)</p> <p>(f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations.</p> <p>(g) Challenged Elements</p> <p>(h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only)</p> <p>(i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)</p>

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced 5-Year and Annual PHA Plans. The 5-Year and Annual PHA plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission and strategies for serving the needs of low-income and very low-income families. This form is to be used by all PHA types for submission of the 5-Year and Annual Plans to HUD. Public reporting burden for this information collection is estimated to average 12.68 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Privacy Act Notice.** The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

## Instructions form HUD-50075

**Applicability.** This form is to be used by all Public Housing Agencies (PHAs) with Fiscal Year beginning April 1, 2008 for the submission of their 5-Year and Annual Plan in accordance with 24 CFR Part 903. The previous version may be used only through April 30, 2008.

### 1.0 PHA Information

Include the full PHA name, PHA code, PHA type, and PHA Fiscal Year Beginning (MM/YYYY).

### 2.0 Inventory

Under each program, enter the number of Annual Contributions Contract (ACC) Public Housing (PH) and Section 8 units (HCV).

### 3.0 Submission Type

Indicate whether this submission is for an Annual and Five Year Plan, Annual Plan only, or 5-Year Plan only.

### 4.0 PHA Consortia

Check box if submitting a Joint PHA Plan and complete the table.

### 5.0 Five-Year Plan

Identify the PHA's Mission, Goals and/or Objectives (24 CFR 903.6). Complete only at 5-Year update.

**5.1 Mission.** A statement of the mission of the public housing agency for serving the needs of low-income, very low-income, and extremely low-income families in the jurisdiction of the PHA during the years covered under the plan.

**5.2 Goals and Objectives.** Identify quantifiable goals and objectives that will enable the PHA to serve the needs of low income, very low-income, and extremely low-income families.

**6.0 PHA Plan Update.** In addition to the items captured in the Plan template, PHAs must have the elements listed below readily available to the public. Additionally, a PHA must:

- (a) Identify specifically which plan elements have been revised since the PHA's prior plan submission.
- (b) Identify where the 5-Year and Annual Plan may be obtained by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on its official website. PHAs are also encouraged to provide each resident council a copy of its 5-Year and Annual Plan.

#### PHA Plan Elements. (24 CFR 903.7)

1. **Eligibility, Selection and Admissions Policies, including Deconcentration and Wait List Procedures.** Describe the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV and unit assignment policies for public housing; and procedures for maintaining waiting lists for admission to public housing and address any site-based waiting lists.

2. **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA Operating, Capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources.
3. **Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units.
4. **Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA.
5. **Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants.
6. **Designated Housing for Elderly and Disabled Families.** With respect to public housing projects owned, assisted, or operated by the PHA, describe any projects (or portions thereof), in the upcoming fiscal year, that the PHA has designated or will apply for designation for occupancy by elderly and disabled families. The description shall include the following information: **1)** development name and number; **2)** designation type; **3)** application status; **4)** date the designation was approved, submitted, or planned for submission, and; **5)** the number of units affected.
7. **Community Service and Self-Sufficiency.** A description of: **(1)** Any programs relating to services and amenities provided or offered to assisted families; **(2)** Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS; **(3)** How the PHA will comply with the requirements of community service and treatment of income changes resulting from welfare program requirements. **(Note: applies to only public housing).**
8. **Safety and Crime Prevention.** For public housing only, describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must include: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities.

9. **Pets.** A statement describing the PHAs policies and requirements pertaining to the ownership of pets in public housing.
10. **Civil Rights Certification.** A PHA will be considered in compliance with the Civil Rights and AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction.
11. **Fiscal Year Audit.** The results of the most recent fiscal year audit for the PHA.
12. **Asset Management.** A statement of how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory.
13. **Violence Against Women Act (VAWA).** A description of: 1) Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; 2) Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and 3) Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

**7.0 Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers**

- (a) **Hope VI or Mixed Finance Modernization or Development.** 1) A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Mixed Finance Modernization or Development; and 2) A timetable for the submission of applications or proposals. The application and approval process for Hope VI, Mixed Finance Modernization or Development, is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>
- (b) **Demolition and/or Disposition.** With respect to public housing projects owned by the PHA and subject to ACCs under the Act: (1) A description of any housing (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and (2) A timetable for the demolition or disposition. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: [http://www.hud.gov/offices/pih/centers/sac/demo\\_dispo/index.cfm](http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm)  
**Note:** This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed.
- (c) **Conversion of Public Housing.** With respect to public housing owned by a PHA: 1) A description of any building or buildings (including project number and unit count) that the PHA is required to convert to tenant-based assistance or

that the public housing agency plans to voluntarily convert; 2) An analysis of the projects or buildings required to be converted; and 3) A statement of the amount of assistance received under this chapter to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>

- (d) **Homeownership.** A description of any homeownership (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval.
- (e) **Project-based Vouchers.** If the PHA wishes to use the project-based voucher program, a statement of the projected number of project-based units and general locations and how project basing would be consistent with its PHA Plan.

**8.0 Capital Improvements.** This section provides information on a PHA's Capital Fund Program. With respect to public housing projects owned, assisted, or operated by the public housing agency, a plan describing the capital improvements necessary to ensure long-term physical and social viability of the projects must be completed along with the required forms. Items identified in 8.1 through 8.3, must be signed where directed and transmitted electronically along with the PHA's Annual Plan submission.

**8.1 Capital Fund Program Annual Statement/Performance and Evaluation Report.** PHAs must complete the *Capital Fund Program Annual Statement/Performance and Evaluation Report* (form HUD-50075.1), for each Capital Fund Program (CFP) to be undertaken with the current year's CFP funds or with CFFP proceeds. Additionally, the form shall be used for the following purposes:

- (a) To submit the initial budget for a new grant or CFFP;
- (b) To report on the Performance and Evaluation Report progress on any open grants previously funded or CFFP; and
- (c) To record a budget revision on a previously approved open grant or CFFP, e.g., additions or deletions of work items, modification of budgeted amounts that have been undertaken since the submission of the last Annual Plan. The Capital Fund Program Annual Statement/Performance and Evaluation Report must be submitted annually.

Additionally, PHAs shall complete the Performance and Evaluation Report section (see footnote 2) of the *Capital Fund Program Annual Statement/Performance and Evaluation* (form HUD-50075.1), at the following times:

1. At the end of the program year; until the program is completed or all funds are expended;
2. When revisions to the Annual Statement are made, which do not require prior HUD approval, (e.g., expenditures for emergency work, revisions resulting from the PHAs application of fungibility); and
3. Upon completion or termination of the activities funded in a specific capital fund program year.

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

PHAs must submit the *Capital Fund Program Five-Year Action Plan* (form HUD-50075.2) for the entire PHA portfolio for the first year of participation in the CFP and annual update thereafter to eliminate the previous year and to add a new fifth year (rolling basis) so that the form always covers the present five-year period beginning with the current year.

**8.3 Capital Fund Financing Program (CFFP).** Separate, written HUD approval is required if the PHA proposes to pledge any

portion of its CFP/RHF funds to repay debt incurred to finance capital improvements. The PHA must identify in its Annual and 5-year capital plans the amount of the annual payments required to service the debt. The PHA must also submit an annual statement detailing the use of the CFFP proceeds. See guidance on HUD's website at:

<http://www.hud.gov/offices/pih/programs/ph/capfund/cffp.cfm>

**9.0 Housing Needs.** Provide a statement of the housing needs of families residing in the jurisdiction served by the PHA and the means by which the PHA intends, to the maximum extent practicable, to address those needs. **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**

**9.1 Strategy for Addressing Housing Needs.** Provide a 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: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**

**10.0 Additional Information.** Describe the following, as well as any additional information requested by HUD:

(a) **Progress in Meeting Mission and Goals.** PHAs must include (i) a statement of the PHAs progress in meeting the mission and goals described in the 5-Year Plan; (ii) the basic criteria the PHA will use for determining a significant amendment from its 5-year Plan; and a significant amendment or modification to its 5-Year Plan and Annual Plan. **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan).**

(b) **Significant Amendment and Substantial Deviation/Modification.** PHA must provide the definition of "significant amendment" and "substantial deviation/modification". **(Note: Standard and Troubled PHAs complete annually; Small and High Performers complete only for Annual Plan submitted with the 5-Year Plan.)**

(c) PHAs must include or reference any applicable memorandum of agreement with HUD or any plan to improve performance. **(Note: Standard and Troubled PHAs complete annually).**

**11.0 Required Submission for HUD Field Office Review.** In order to be a complete package, PHAs must submit items (a) through (g), with signature by mail or electronically with scanned signatures. Items (h) and (i) shall be submitted electronically as an attachment to the PHA Plan.

(a) Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulations*

(b) Form HUD-50070, *Certification for a Drug-Free Workplace* **(PHAs receiving CFP grants only)**

(c) Form HUD-50071, *Certification of Payments to Influence Federal Transactions* **(PHAs receiving CFP grants only)**

(d) Form SF-LLL, *Disclosure of Lobbying Activities* **(PHAs receiving CFP grants only)**

(e) Form SF-LLL-A, *Disclosure of Lobbying Activities Continuation Sheet* **(PHAs receiving CFP grants only)**

(f) Resident Advisory Board (RAB) comments.

(g) Challenged Elements. Include any element(s) of the PHA Plan that is challenged.

(h) Form HUD-50075.1, *Capital Fund Program Annual Statement/Performance and Evaluation Report* **(Must be attached electronically for PHAs receiving CFP grants only).** See instructions in 8.1.

(i) Form HUD-50075.2, *Capital Fund Program Five-Year Action Plan* **(Must be attached electronically for PHAs receiving CFP grants only).** See instructions in 8.2.

# Maryville Housing Authority Lease

Revision for 2010

## DWELLING LEASE

MARYVILLE HOUSING AUTHORITY  
MARYVILLE, TN 37801

### SUMMARY INFORMATION

RESIDENT'S NAME: <HH Full Name> UNIT No. <Mail Addr Unit>  
UNIT SIZE: <Bedrooms> (Bedrooms)

DEVELOPMENT NAME: \_\_\_\_\_ No. <Proj Num>  
UNIT ADDRESS: <Mail Addr> <Street Address>

MONTHLY RENT: \$ <Tenant Rent>  
PRORATED FIRST MONTH'S RENT\_\$\_\_\_\_\_

### DESCRIPTION OF PARTIES AND PREMISES

The MARYVILLE HOUSING AUTHORITY (hereinafter called the "Authority or MHA")

Does hereby lease to : \_ <HH Full Name>\_\_\_\_\_  
( Hereinafter called "Resident") (Resident's Name)

The Dwelling Unit described above, upon the terms and conditions stated herein.

HOUSEHOLD MEMBERS WHO WILL RESIDE IN THE DWELLING:  
(Hereinafter called "Household members")

NAME	RELATION	SS NUMBER	BIRTHDATE
<HH Full Name>	head	<HH SSN>	<HH Birthday>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

AMOUNT AND DUE DATE OF RENTAL PAYMENTS AND OTHER CHARGES:

#### 1. RENT CHARGES:

The Term of the Lease shall be for one year beginning on \_\_\_\_\_. A RENTAL PAYMENT of \$\_\_\_\_\_ shall be paid in advance for the period beginning \_\_\_\_\_ and ending at midnight on \_\_\_\_\_. Thereafter, monthly rent of \$\_\_\_\_\_ shall be due and payable in advance on the first day of each month beginning \_\_\_\_\_, 200\_\_. This rent will remain in effect for one year unless adjusted in accordance with Section 5 hereof, or in accordance with Rent Schedules, Requirements or Regulations established by the U.S. Department of Housing and Urban Development. If at any time a check is returned, the resident will be required thereafter to pay by cash or money order. All monies collected monthly will first be applied to old balances before being applied to current charges. \_\_\_\_\_ (initials)

\_\_\_\_\_ Rent is based on Authority determined Flat Rent.

\_\_\_\_\_ Rent is based on income and other information reported by the tenant.

The Resident shall have the right to exclusive use and occupancy of the leased unit by the members of the household. Reasonable accommodation of Guests will allow overnight guests not to exceed 3 nights in one calendar month without the written consent of the Housing

Authority. With the prior written consent of Maryville Housing Authority, members of the household may engage in legal profit making activities in the dwelling unit where MHA determines that such activities are incidental to the primary use of the leased unit as a residence by members of the household.

Any additions to the household members named on the lease including live-in aids, foster children and court awarded custody require the advanced written approval of MHA. Such approval will be granted only if the new household members pass MHA's screening criteria and a unit of the appropriate size is available. Resident agrees to wait for MHA's approval before allowing additional persons to move into the premises. Failure on the part of Resident to comply with this provision is a serious violation of the material terms of the lease, for which MHA may terminate the lease. \_\_\_\_\_ (initials)

MHA may not renew the lease if the family has violated the requirement for resident performance of community service.

## **2. OTHER CHARGES**

(A) Residents shall be charged for REPAIRS AND MAINTENANCE beyond normal wear and tear and for consumption of EXCESS UTILITIES at the current rate. Use of Air Conditioning is not provided for in the utility allowance due to regulations issued by the Department of Housing and Urban Development. MHA is providing central heat and air conditioning as a courtesy to residents. Use of air conditioning can result in excess utility charges. Repair charges are posted on the bulletin board in the Central Office. Consumption allowances for utilities are given on the attached "Schedule of Utility Allowances" (as amended periodically by the Authority). The resident shall pay any excess utilities consumed in their unit over and above that set forth in the Schedule. \_\_\_\_\_(initials)

(B) Maintenance and repair charges will be assessed based upon actual cost to the Authority for labor and materials. "Other Charges" as defined by this section, shall become due and payable on the first day of the second month following the month in which the charge is incurred as provided on rental receipts showing the amount of the charge accessed.

(C) In the event rent, or any installment due on the security deposit (set forth below), is not paid in full by the close of business on the 10th day of the month, a LATE CHARGE of \$20 or 10 percent of the rent amount, WHICHEVER IS GREATER, will be added to the account as a part of the Resident's total bill.

## **3. SECURITY DEPOSIT**

Resident agrees to pay \$250.00 (Two hundred fifty dollars) as a Security Deposit to be used by the Authority at the termination of this lease, toward reimbursement of the cost of repairing any intentional or negligent damages to the dwelling unit caused by the Resident, his family, dependents, or resident's guests; and any rent or other charges owed by the Resident. Payment of the Security Deposit is to be made at the time of lease signing or the resident may pay \$100.00 initial payment with the remaining \$150.00 to be paid in INSTALLMENTS of \$50.00 per month the following three (3) months of occupancy. Installments on the Security Deposit are due and payable on the First Day of the Month, with rent. Security Deposits will be maintained by Management in an account at the AmSouth Bank, Maryville, Tennessee, 37801, and will be returned to Resident without interest if all terms, covenants and conditions of the lease have been performed by Resident. Failure to make payment as required will result in assessment of a "LATE CHARGE" as set forth in Paragraph 2.C above. Failure to notify the Authority IN WRITING of INTENT TO VACATE fourteen (14) days prior to vacating will result in FORFEITURE OF SECURITY DEPOSIT. After resident has permanently moved out of the dwelling unit, the Landlord shall return the Security Deposit, without interest, after deducting whatever amount is needed to pay the cost of: a. unpaid rent; b. repair of damages that exceed normal wear and tear as listed on the Move out Inspection Report in accordance with maintenance charges posted in the Central Office and; c. Other charges due under the Lease.

## **4. UTILITIES**

The Maryville Housing Authority shall provide the following utilities as a part of this lease agreement but shall not be liable for the failure to provide service if beyond its control; Electricity, Water, and Sewer. Utilities will be furnished by the Authority and/or

by the Resident as specified by the attached "Schedule of Utility Allowances". Resident agrees to accept changes in this schedule that are recommended by the U.S. Department of Housing and Urban Development and/or adopted by the Authority's Board of Commissioners. RESIDENT AGREES TO MAINTAIN HEAT to the dwelling unit sufficient to prevent freezing of piped water. If, for any reason, Resident is unable to maintain sufficient heat, the resident shall immediately notify the Authority. Resident will be charged for any damages resulting from failure to maintain sufficient heat or to notify the Authority. A refrigerator and range will be furnished by the Authority at no additional cost to the Resident. See excess utility charges under section 2 (A).

#### **5. REDETERMINATION OF RENT, DWELLING SIZE, AND ELIGIBILITY**

At least annually as requested by the Authority, Resident agrees to furnish the Authority with a signed statement and certification containing accurate information as to assets, family income, employment, and family composition for use by the Authority in determining whether the rental amount should be changed, whether the dwelling size is still appropriate for the Resident's needs and to transfer to an appropriate size dwelling unit based on the family composition upon appropriate notice by MHA that such a dwelling is available. The determination of rent will be made in accordance with the approved schedule of rents, Statement of Income and applicable Regulations and Limits appropriate to continued eligibility, available and posted in the Authority's office. Changes resulting from the annual re-examination shall be effective as of the annual reexamination date. Failure or refusal to recertify will result in eviction.

(A) *SPECIAL REEXAMINATIONS* - If at the time of admission, any annual reexamination or interim predetermination, Management is unable to arrive at a reasonable estimate of Resident's income for the following twelve months (after Resident has furnished the required statements and certifications) a special reexamination shall be scheduled for a later date. Retroactive charges or credits shall be made if found to be necessary at the time of the scheduled Special Reexamination.

(B) *INTERIM REDETERMINATION* - During the period between Annual Reexaminations, the Resident will be on a modified interim reporting basis. This means that the Resident must report within 10 days any of the following changes in household circumstances when they occur between Annual Reexaminations.

- A member has been added to the family through marriage, birth, adoption or court awarded custody;
- A household member has left or is leaving the family unit;
- A household member who was unemployed at the time of reexamination becomes employed;
- The household income increases by more than \$400 per month
- Decreases in annual income, or any additional allowances or expenses that will allow for a decrease in rent.
- Loss of benefit income due to fraud or non-compliance will not result in decreased rent until current income is verified, a new rent established and any needed prior adjustments are made.
- 

#### (C) *INTERIM CHANGES IN RENT*

INCREASES IN RENT - Increases in rent are to be made effective the first of the second month following that in which the change occurred.

DECREASES IN RENT - Decreases in rent are to be made effective as of the first of the month following that in which the change is reported.

NO DECREASES WILL BE MADE UNTIL THIRD PARTY DOCUMENTATION TO JUSTIFY THE DECREASE IS RECEIVED.

(D) *PERIOD BETWEEN REEXAMINATION* - Rent as set in Section 1 herein or as adjusted pursuant to Section 5 will remain in effect for the period between regular rent determinations unless during such period:

- *UTILITY ALLOWANCE ADJUSTMENTS* - There has been an Interim change in rent made by the Authority necessitated by approved changes in the attached "Schedule of Utility Allowances".
- *RESIDENT MISREPRESENTATION* - If it is found that the Resident has misrepresented and/or failed to report facts upon which the rent is based, so that the rent actually paid is less than the amount which should have been charged, then the increase in rent shall be made retroactive to the day that the increase would have taken effect. Any discrepancy of reported income shall be dealt with according to our Discrepancy Policy hereby made a part of this lease by reference.

(E) *RETROACTIVE INCOME* - Income received which retroactively covers a period to the most recent reexamination. Retroactive income includes, but is not limited to: a payment covering more than one month for Supplemental Security Income, Social Security, Aid to Families with Dependent Children, and other periodic payments.

(F) *SIZE REDETERMINATION/RESIDENT RELOCATION* - If the Authority determines that the size of the dwelling unit is no longer appropriate to the Resident's needs, the Authority may amend this Lease by notifying the Resident that the Resident will be required to move to another unit giving the Resident a reasonable time to move. Resident agrees to bear all direct costs necessitated by such move, including any utility transfer fees.

(G) *NOTICE OF RENT ADJUSTMENT* - In the event of any rent adjustment, pursuant to the above, the Authority will mail or deliver a "Notice of Rent Adjustment" to the Resident, which Resident shall accept as an amendment to this Lease.

## **6. OBLIGATIONS OF THE RESIDENT**

- a. Not to assign the lease or to sublease the premises, and to use the unit as their only primary place of residence for all household members listed on the lease.
- b. Not to provide accommodations for boarders or lodgers without the written consent of the Authority. (A "Boarder or Lodger" is defined as a person who stays overnight more than three (3) nights during any calendar month, or a person who spends a significant part of his or her time at the dwelling, or a person who is deemed "not to be a visitor" or a person who receives mail at the dwelling.)
- c. To use the premises solely as a private dwelling for the Resident and the Resident's household as identified in the lease, and not to use or permit its use for any other purpose. MHA may by prior written consent allow resident use of the unit for legal profit making activities that are incidental to its main purpose.
- d. To abide by necessary and responsible regulations and policies promulgated by the Authority for the benefit and well-being of the housing development and the residents, which shall be made available in the Authority's offices and is incorporated by reference in this lease;
- e. To comply with all obligations imposed by applicable provisions of building and housing codes materially affecting health and safety including but not limited to; insuring that smoke alarm is operable at all times.
- f. To keep the premises and such other areas, as may be assigned to a Resident for his/her exclusive use, in a clean, sanitary and safe condition as stated in the Authority's HOUSEKEEPING POLICY which is posted in the Central Office and made a part of this Lease by reference, and to make no alterations to the unit.
- g. To dispose of all ashes, garbage, rubbish, and other waste such as cooking oil and food from the premises in a sanitary and safe manner to appropriate points of collection or designated receptacles, garbage must be bagged before being deposited in receptacle. To refrain from depositing such items in the yard or common areas.
- h. To use only in a reasonable manner, all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities, appurtenances and appliances; Any alternate portable heat source must have written approval before being used.
- i. To refrain from, and to cause household and guests to refrain from destroying, defacing, damaging or removing any part of the premises, appliances or project;
- j. To pay reasonable charges (other than normal wear and tear) for repair of damages to the premises, development, building, facilities or common areas, caused by the action or inaction of the Resident, or his/her household guests. If the item is not listed on the schedule the resident shall pay the actual cost MHA incurred. Window AC units are not

allowed. Not to disconnect or tamper with any smoke or fire detector in any unit or common area, residents who do so are subject to eviction, fine and/or court costs .

**k.** To conduct himself/herself, and cause other persons who are on the premises with his/her consent, to conduct themselves in a manner which will not disturb his/her neighbors' peaceful enjoyment of their accommodations and will be conducive to maintain the development in a decent, safe and sanitary condition.

**l.** To refrain from, and to cause household, guests, and other persons under the Resident's control to refrain from engaging in any illegal or criminal activity, including DRUG-RELATED CRIMINAL ACTIVITY, on or off public housing premises.

To refrain from an abuse or a pattern of abuse of alcohol that affects the safety and peaceful enjoyment of other housing authority residents. MHA will immediately terminate the tenancy if any member of the household is or has ever been convicted of the manufacture or production of methamphetamine on or off the premises, or if a household member is illegally using a drug or has a pattern of illegal use of a drug or any criminal activity regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction. Such criminal activity shall be cause for termination of the tenancy. (For the purposes of this paragraph, the term "drug-related criminal activity" means the illegal manufacture, sales, distribution, use, possession or possession with intent to manufacture, sell, distribute or use of a controlled substance (as defined in Section 102 of the Controlled Substances Act (23 U.S.C.802)). MHA shall evict any covered person for criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, staff or persons residing in the immediate vicinity of the premises. Threats whether verbal or physical or gestures made in a threatening way towards staff or residents are grounds for evictions.

**m.** Not to display any exterior signs whatsoever; use of tacks, nails, screws, or any fasteners to display art or personal pictures on any interior part of the premises may result in charges to the tenant for repair of the surface.

**n.** No pets are allowed unless authorized by MHA in accordance with the "Pet Policy", authorized by and in accordance with HUD regulations. The PET POLICY is posted on the Authority's bulletin board and hereby incorporated by reference.

**o.** To and grounds which may lead to damage, injury or illness.

**p.** To notify the Authority in writing on or before any anticipated extended absence from the premises in excess of seven (7) days.

**q.** To park automobiles and other motorized vehicles in designated parking areas only; to properly display the Authority's Parking Permit; not to display vehicles for sale; not to grease, change oil, make repairs to such vehicles except where necessitated by emergency; not to park motorized vehicles in an inoperative condition on Authority premises and to keep insurance and license plates current in accordance with state law.

(Abandoned automobiles will be treated in accordance with applicable local law). Limit automobiles to one per licensed driver not to exceed 3 per family, no commercial vehicles except with written permission from the housing authority to accommodate residents' employment.

**r.** To notify the Authority in writing of "Intent to Vacate" FOURTEEN (14) days prior to move-out. (Resident shall be charged rent for fourteen (14) days if the Resident should vacate the premises prior to the elapse of fourteen (14) days and the unit has not been rented.

**s.** To report immediately to the Central Office and to appropriate Municipal Health Authorities any contagious or infectious disease occurring on the premise.

**t.** Not to use or keep on the premises any flammable or explosive materials or substances of any kind (including, but not limited to, kerosene heaters, motorbikes, other gasoline powered equipment and fuel containers) with the exception of propane fuel tanks for outdoor gas grills and starter fluid for charcoal grills, which may be stored in a secure manner safe from children and pets on the porch but operated only in the grass.

**u.** To remove personal property when premises are vacated by Resident. If such property is not removed, it shall be disposed of by the authority in accordance with applicable State Law.

**v.** Resident's inability to demonstrate the physical and/or mental capacity to comply with the requirements of this Section shall be just cause for termination of this lease.

**w.** Resident agrees to provide verification of school enrollment of all minor school age children residing in the dwelling. Should it become apparent to the authority that a child is not attending school; the authority will verify the truancy with the appropriate educational institution. If attendance is not satisfactory according to the school's

policies, the family will be subject to eviction. The authority's School Attendance Policy is available in the Central Office and is incorporated into this lease by reference.

**x.** Not to install CABLE or SATELLITE DISHES on authority property other than in accordance with the Authority's Policy on Installation of Cable or Satellite Dishes, this is posted in the Central Office and made a part of this Lease by reference.

**y.** To abide by current regulations and any future regulations which may be promulgated by HUD and made a part of this Lease by Addendum?

**z.** To maintain the unit in such a manner as not to require recurring need for non scheduled pest extermination.

**(AA)** To perform required community service or be exempted there from.

**(BB)** To maintain control of assistance vehicles so as not to cause injury or damage to property or others.

**(CC)** To use proper window treatments on all windows such as, blinds, curtains or shades.

**(DD)** IT WILL BE THE RESPONSIBILITY OF THE RESIDENT TO PROVIDE RENTERS INSURANCE FOR PERSONAL PROPERTY. Charges may be assessed to resident's whose negligence or action is the cause of fire damage to MHA owned property. Two instances of fire due to negligence or action of the same resident family will be grounds for termination.

**(EE)** Broadway Towers Residents shall comply with certain Policies specific to their Building and grounds i.e. Parking Policy, Carpet Policy etc. which are hereby incorporated by reference.

**(FF)** Residents who move into Broadway Towers on 01/01/2010 or later will not be allowed to smoke or allow others to smoke in their apartment. Residents who transfer to a different apartment in Broadway Towers on or after 01/01/2010 will not be allowed to smoke or allow others to smoke in their apartment. Violation will be grounds for eviction.

## **7. OBLIGATIONS OF THE AUTHORITY**

THE AUTHORITY AGREES:

- To maintain the premises and the development in a decent, safe and sanitary physical condition;
- To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
- To make necessary repairs to the premises;
- To keep development buildings, facilities and common areas, not otherwise assigned to residents for maintenance and upkeep, in a clean and safe condition;
- To maintain in good and safe working condition, electrical, plumbing, heating, ventilating and other facilities and appliances, including elevators supplied or required to be supplied by the Authority;
- To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Resident family) for the deposit of ashes, garbage, rubbish, and other waste removed from the premises by the Resident;
- To supply running water and reasonable amounts of hot water and reasonable amounts of heat at all times of the year (according to local custom and usage) except where the building which includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the resident and supplied directly by a utility connection;
- To notify the resident of the specific grounds for adverse Action by MHA.
- To respect the Resident's rights to exclusive use and occupancy of the leased premises which shall include reasonable accommodation of the resident's guests or visitors, and with the consent of the Authority, may include care of foster children and live-in care of a member of the resident's family;
- To notify any resident at least 30 days in advance of the Authority's decision not to renew their Lease.

Neither the Authority nor any of its representatives or employees shall be liable for any damage to the person or property of the resident or any member of the resident's family or any of the resident's guests, visitors or invitees, or for any loss or theft from such persons or from the leased premises or any part of the development as otherwise provided by applicable law. The authority is not responsible for, and will not provide fire or casualty insurance for the resident's personal property.

## **8. RESIDENT MAINTENANCE**

(A) Resident shall be responsible for maintaining and caring for their lawns at all times, with the exception of mowing. Resident shall keep any space assigned free from litter and in good repair. Resident shall not place or use furniture which is designed for in-door use on porches or lawn, no boxes, toys, trash etc. are allowed on porches. Resident may not plant shrubs or trees around house without prior written approval from the authority. No mulch or wood products shall be placed next to the building. The resident shall not do any of the following without first obtaining the Landlord's written permission:

- dismantle, change or remove any part of the appliances, fixtures or equipment in the dwelling unit;
- paint or install wallpaper, border or contact paper in the dwelling unit;
- attach awnings or window guards in the dwelling unit;
- attach or place any fixtures, signs, or fences on the building(s), the common areas, or the property grounds;
- attach any shelves, screen doors, or other permanent alterations to the dwelling unit;
- install ceiling fans or light fixtures;
- install or alter carpeting, resurface floors or alter woodwork;
- place or install any additional or different locks or gates on any doors or windows of the dwelling unit;
- operate a business only as an incidental use in the dwelling unit.

(B) DEFECTS HAZARDOUS TO LIFE, HEALTH, OR SAFETY

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

- The Resident shall immediately notify the Authority of the damage;
- The Authority shall be responsible for repair of the unit within a reasonable time; provided, that if the damage was caused by the Resident, Resident's household or guests, the cost of the repairs shall be charged to the Resident;

C) The Authority shall offer standard "alternative accommodation", if available, in circumstances where necessary repairs cannot be made within a reasonable time; and

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

## **9. OCCUPANCY AND PRE-TERMINATION INSPECTIONS**

Both the Authority and the Resident (or his/her representative) shall be obliged to inspect the premises prior to commencement of occupancy by the Resident. The Authority will furnish the Resident with a written statement of the condition of the premises, the dwelling unit and the equipment provided with the unit. The statement shall be signed by the Authority and the Resident, and a copy of the statement shall be retained by the Authority in the Resident's file. Upon a timely request by the Resident, the Authority shall further be obliged to inspect the unit at the time the Resident vacates the unit and within a reasonable amount of time to furnish the Resident with a statement of any charges to be made. It shall be the responsibility of the Resident to arrange for the inspection of the unit prior to vacating the unit or transferring to a different unit. Failure to give written notice to the Authority 14 days prior to vacating may result in charges to the Resident arising from the Authority's inspection of the unit.

## **10. ENTRY OF THE PREMISES DURING TENANCY**

The Authority may enter the premises during the Resident's possession thereof, under the following circumstances:

The Authority shall, upon reasonable advance notification to the Resident, be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, for pest control through periodic or "hot spot" spraying, or to show the premises for releasing. A written statement specifying the purpose of the Authority's entry, delivered to the premises at least 48 hours

before such entry shall be considered reasonable advance notification. MHA newsletters will contain scheduled entries and will be considered advance notice.

The Authority may enter the premises at any time, without advance notification, when there is a reasonable cause to believe that an emergency exists; when MHA is notified by law enforcement or emergency responders that a situation exists that requires entry into your unit, MHA will provide entry into your unit immediately; or with the residents written or oral permission; and

In the event that the Resident and adult members are absent from the premises at the time of entry, the Authority shall leave on the premises, a written statement specifying the date, time, and purpose of entry, prior to leaving the premises.

#### **11. NOTICE PROCEDURES**

(A) NOTICES FROM THE AUTHORITY TO THE RESIDENT - Except as provided in Section 11, all notices to the resident shall be in writing and delivered to the Resident or to a responsible adult member of the Resident's household residing in the dwelling or, Notices may be sent by first-class mail properly addressed to the Resident. Notice of prescheduled entrance to the dwelling units (such as for extermination or filter change) may be provided in a monthly newsletter or by flyer. Residents who are visually impaired may request to have notices provided orally.

(B) NOTICES FROM THE RESIDENT TO THE AUTHORITY - Notices from the Resident to the Authority shall be in Writing, and shall be delivered to the Authority's Central Office during regular business hours, or sent by prepaid first-class mail properly addressed to:

MARYVILLE HOUSING AUTHORITY      311 Atlantic Ave.      MARYVILLE, TN 37801

#### **12. TERMINATION OF THE LEASE**

The Authority shall not terminate the lease except for serious violations, repeated minor violations, or violation of material terms of the lease, such as failure to make payments due under the lease, or failure to fulfill the "Resident Obligations" set forth above, or for other good cause, other good cause includes but is not limited to the following;

- A. criminal activity or alcohol abuse as provided in paragraph 6 L,
- B. A household member who is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees.
- C. Discovery after admission of facts that made the resident ineligible;
- D. discovery of material false statements or fraud by the resident in connection with an application for assistance or with reexamination of income;
- E. failure of a family member to comply with community service requirement provisions of 24CFR part 960 subpart f as grounds only for non renewal of the lease and termination of tenancy at the end of the 12 month lease term; and
- F. failure to accept the MHA offer of a lease revision to an existing lease that is on a form adopted by the MHA in accordance with 24CFR section 966.3; with written notice of the offer of the revision at least 60 calendar days before the lease revision is to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the family. The Authority shall give written notice of such termination. The Authority agrees that the notice of termination to the Resident shall state the reason for the termination, and shall inform the Resident of his/her right to request a hearing in accordance with the Grievance procedure posted in the Central Office and incorporated herein.

If the breach of the Lease is for non payment of rent causing a 14 day termination notice and the Resident remedies the breach prior to the expiration of the fourteen (14) days, then the Lease may not terminate. Remedies effectuated by Resident after 14 days will have no effect upon the termination notice.

If substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six (6) months, Management may terminate the Lease Agreement upon at least 14 days notice specifying the breach and the date of termination of the Lease Agreement.

#### **12. NOTICE OF TERMINATION**

The Notice shall be hand delivered to the Resident, and signed for by the Resident, or the Notice shall be sent by first-class mail properly addressed to the Resident. It will be assumed the Resident received the Notice if it is not returned to the Authority by the U.S. Postal Service. The lease shall terminate in accordance with the following scheduled time periods:

- Three (3) days in the case of activities as defined in Section 6 L. above and in accordance with the Zero Tolerance Policy;
- Fourteen (14) days in the case of "Failure to Pay Rent";
- A reasonable time commensurate with the seriousness of the situation in the case of creation or maintenance of a threat to the health or safety of other Residents or Authority employees (not to exceed 30 days);
- Thirty (30) days in all other cases.

At the time of lease termination, ALL CHARGES SHALL BECOME DUE AND COLLECTABLE. The Resident may terminate this lease by giving 14 days written advance notice. Termination notice may be given by either party on any day of the month.

When MHA evicts a household for criminal activity, the local Post Office serving the dwelling unit may be notified the family no longer resides in the unit.

#### **14. GRIEVANCE PROCEDURE**

All grievances or appeals arising under this lease shall be processed and resolved pursuant to the Authority's Grievance Procedures which are posted in the Central Office and incorporated herein by reference. Further, the Grievance Procedure does not apply to:

- an eviction or termination of tenancy which involves any criminal activity on or off the premises that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the Maryville Housing Authority or any drug related criminal activity on or off such premises.

#### **15. CHANGES**

##### **POSTING OF POLICIES, RULES AND REGULATIONS AND CHANGES**

Schedules of special charges for services, repairs and utilities, and Rules and Regulations, which are incorporated in the lease (by attachment or reference) shall be publicly posted in a conspicuous manner in the Authority's Central Office and shall be furnished to the Resident upon request. Such schedules, Rules and Regulations may be modified from time to time by the Authority provided that the Authority shall give at least 30-day written notice to the Residents setting forth the proposed modification, the reasons therefore, and providing the Residents an opportunity to present written comments which shall be taken into consideration by the Authority prior to the proposed modifications becoming effective. A copy of such notice shall be delivered directly, mailed to each Resident or be provided in a monthly newsletter.

##### **OTHER CHANGES**

Except as provided in "Redetermination of Rent, Dwelling Size, and Eligibility", Section 5, modifications of this lease must be accomplished by a written rider to the lease and executed by both parties. However, nothing shall preclude the Authority from modifying this lease due to revised provisions of Law or Governmental Action with proper notification to residents.

#### **16. SEVERABILITY**

The rights and obligations of the parties contained in this Agreement are in addition to and not in limitation of those required by law. All of the terms and conditions herein shall be governed by the Tennessee Uniform Residential Landlord and Resident Act (where applicable) and other laws of the State of Tennessee. Should any form or provision of this Lease Agreement be held invalid, such shall be severed here forth and the remainder of the Agreement remains enforceable.

17. If resident becomes incapable of complying with this Lease, by reason of physical or mental impairment, and the Landlord cannot make a reasonable accommodation to enable the Resident to comply with the lease; then action shall be taken. If there are no household members, the Landlord will work with appropriate agencies to secure suitable housing. This lease will terminate upon the Resident moving from the unit. The Authority should contact the following should such a situation arise:

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

—

18. Upon the death of the Resident, or if there is more than one resident, upon the death of all residents, either the Landlord or the personal representative of the resident's estate may terminate the lease upon 14 days written notice. If full notice is not given, the resident's estate shall be liable for rent to the end of the notice period or to the date the unit is re-rented, whichever date comes first. The termination of a Lease under this section shall not relieve the resident's estate from liability either for payment of rent or other amounts owed prior to or during the notice period, or for the payment of amounts necessary to restore the premises to their condition at the beginning of the resident's occupancy, normal wear and tear excepted.

In case of death or abandonment during tenancy release my belongings to:

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

—

Resident's signature below is acknowledgment of receipt of the following MHA Policies: Zero Tolerance Policy; Pet Policy; Community Service Policy; Housekeeping Policy; Parking Policy; Discrepancy Policy; School Policy; Cable and Satellite Policy; Resident Participation Policy and Utility Schedule which are made part of this lease by reference.

\_\_\_\_\_ (initials.)

IN WITNESS WHEREOF, the parties have executed this Lease Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, at Maryville, Tennessee.

**SIGNATURES:**

\_\_\_\_\_  
Maryville Housing Authority Representative Date

\_\_\_\_\_  
Title

---

(Head of Household)

Date

---

(Family Member)

Date

---

(Family Member)

Date

---

(Family Member)

Date

**BROADWAY TOWERS  
NON-SMOKING APARTMENT POLICY  
EFFECTIVE 01/01/2010**

Effective January 1, 2010:

Residents who move into Broadway Towers  
Residents who relocate to Broadway Towers from another development or  
Residents who currently live in Broadway Towers and transfer to a different apartment in Broadway Towers:

Must agree that they **will not smoke** in their apartment or allow others to smoke in their apartment. Neither shall the resident or their guests smoke in any of the common areas inside the building including the Parking Garage or in close proximity to the exterior of the building.

This policy is reflected in the MHA Public Housing Lease Sections (EE) Broadway Towers Residents shall comply with certain Policies specific to their Building and grounds i.e. Parking Policy, Carpet Policy etc. which are hereby incorporated by reference and (FF) Residents who move into Broadway Towers on 01/01/2010 or later will not be allowed to smoke or allow others to smoke in their apartment. Residents who transfer to a different apartment in Broadway Towers on or after 01/01/2010 will not be allowed to smoke or allow others to smoke in their apartment. Violation will be grounds for eviction.

This policy does not apply to residents who were under lease at Broadway Towers on 12/31/2009 as long as they remain in the same apartment under lease as of 12/31/2009.

I \_\_\_\_\_ do agree that I will not smoke in my apartment or allow others to smoke in my apartment. I am aware that should I break this agreement I will be in violation of my lease (Section (FF)) and subject to eviction.

---

Signature

Date

Addition to 2010 ACOP:

20.0 Broadway Towers Non-Smoking Building Policy *Effective 01/01/2010*

Please refer to MHA's BT Non-Smoking Building Policy which is incorporated into this policy by reference.

(f) Resident Advisory Board (RAB) Comments

RESIDENT INPUT MEETING  
MARYVILLE HOUSING Authority 2010 annual and 2010-14 five year plans  
Tuesday May 19, 2009

MHA Staff Present:

Joyce A. Baker, Executive Director  
Terry Elmore, Special Projects Coordinator  
Stephanie Hall (Broadway Towers)

**9:00 Broadway Towers Community Room**

Residents Present

Bob Leatherwood	Jane Mook	Mary Farmer	Betty Wade
Joan Tipton	W. Reason	Robin Fitzgerald	Wilma Matthews
Pat Linse	Ruth Snyder	Kay Myers	Nellie Thomason
Gladys Cook	Helen Henry	Peggy Hurst	Dixie Enea
Sharon Rattley	Carolyn Reynolds	Stephen Cunningham	Wilma Eubanks **
Kathryn Maner	Gerilyn Lind	Jay Reynolds	Orlen Henry
Jean Myers	Prudie Jargen	Jeannie Schubert	* RAB representative

**Current Update given to residents:** Ms. Baker talked about plans on replacing hall carpeting and that this service will likely be contracted out to be completed at night while residents are sleeping to avoid as much inconvenience as possible. MHA also plans on painting apartments of residents who have resided at BT for several years. Those

residents who do not want to have their apartment painted will be given that option. MHA recently completed a physical needs assessment of BT and will address future needs based on priority needs and available funding. Residents were also asked for input on any recommended changes to our policies and lease.

#### **Comments:**

- Most residents very pleased with new front loading washers and dryers. Some complaints that new dryers take longer to dry clothes. One resident responded that the dryers work fine if they are not overloaded and the lint screens are cleaned out as she has witnessed residents placing more than one washer load of clothes into the dryer at a time. No response required by MHA.
- A question was raised about using powder detergent in the new front loading washers. She was under the impression that front loading washers should only use liquid detergent.

**MHA Response:** We will follow up with recommended detergent usage for the new washers and asked residents to not overload the dryers.

- Several residents requested that MHA purchase new "frost free" refrigerators to replace current refrigerators which require periodic defrosting.

**MHA Response:** This topic seems to come up each year. It's cost prohibitive to replace working appliances with more modern appliances. we will continue to utilize existing refrigerators and replace those that cannot be repaired with newer frost free refrigerators.

- Question was asked if MHA could purchase appliances in large bulk quantities to save money or allow residents to purchase their own refrigerators?

**MHA Response:** MHA does not have space to store large quantities of appliances and renting additional warehouse space would end up costing more than we would save. MHA currently utilizes government contracts when purchasing appliances as needed for the best possible cost. In relation to storage issues, we do not allow residents to provide their own refrigerators because we do not have proper space to store the existing refrigerator. The refrigerator would also need to be stored plugged into a power source to maintain its operation.

- A resident asked if we would be replacing the carpet in the elevators and if we could replace the carpet with tile.

**MHA Response:** Carpeting in the elevators can and will be replaced as needed under normal maintenance. We do not use tile due to continuous spills (i.e. leaking container, accidents and pets). Tile can present a slippery surface and put residents at risk of falling.

- A resident asked about the hallway air conditioners that are not plugged in.

**MHA Response:** We will follow up on why a hallway air conditioner is not plugged in. It could be that the unit is being serviced. It could also be that a resident may be unplugging it. We have always had challenges with the hallway heating/AC units with residents continually adjusting the thermostat settings. Although we are not required to have AC units in the hallways we will likely continue to have problems with these units from time to time as long as residents continue to change the setting back and forth.

- A resident asked if we could change our lease to allow overnight visitors to stay longer than the 3 days per month limit.

**MHA Response:** We will not change this requirement in our lease. However, residents do have the option of requesting a longer stay. MHA may approve this request on a case by case basis (i.e. I have relative visiting me from out of state).

- A resident asked if maintenance could install digital converter boxes for residents who do not have cable TV service.

**MHA Response:** This is not a housing authority maintenance item, but the responsibility of the individual resident (i.e. no different than requesting maintenance to install a modem on a home computer). However, in order to provide a reasonable accommodation to any of handicapped resident, MHA will consider requests on a case by case basis provided the resident does not have any family members or access to other resources that can make this accommodation.

### **10:00 a.m. East Park Community Room**

Residents present:

Connie Rainer\*\*

Lorene Webb

\*Rab Representative

**Current Update given to residents:** Ms Baker talked about plans on sidewalk work and other physical maintenance items that will be addressed based on our recent physical needs assessment. Residents were also asked for input on any recommended changes to our policies and lease.

#### **Comments:**

- A question was raised about visitors parking in resident's parking space and the possibility of numbering and assigning parking spaces to individual units.

**MHA Response:** It is not feasible to assign parking spaces to individual units. Our current policy is to allow no more than 3 vehicles per household based on the number of licensed drivers in the household. This number fluctuates continuously. Also, many of our elderly residents do not have a vehicle; this allows residents who have vehicles to utilize those spaces which would be unavailable if assigned to a unit that did not have a vehicle. Outside of handicapped parking and inoperable vehicles, parking spaces are made available to residents on a first come basis. Residents are however required to register their vehicle with the housing authority and have their parking decal displayed.

- A question was asked if MHA could clean the oil/fluid residue out of the parking spaces and keep some of the curb areas weed free.

**MHA Response:** It is time and cost prohibitive to keep parking spaces free of oil/fluid residue. It would require maintenance to clean up on a weekly if not daily basis. IF a vehicle or vehicles have a small leak, what maintenance cleaned up today would be back tomorrow. MHA mows and "weed eats" at each of our developments. We utilize approved compound sprays periodically to kill weeds that crop up around curbs and sidewalk cracks.

- Resident had a concern about clogged guttering, loose roof shingles, and flying ants.

**MHA Response:** These are routine maintenance issues and residents should contact maintenance at each occurrence. A work order will be issued and a remedy provided.

## 10:40 Parkside Helping Hands Center

### Residents present

Ellen Patrick\*\*  
Ruth Hundley

Annie King  
Nicole Williams\*\*

Ruth Ann Harrison  
Sandy Dissenger

Pat Jones  
\*RAB Representatives

**Current Update given to residents:** Ms. Baker talked about plans to replace sewer and water lines at Parkside, which are in progress. We will also be renovating our "0" bedroom apartments that will include replacing porcelain tubs with walk-in showers, replacing sidewalks and improve water drainage with priority given to areas where flooding/standing water has developed; and plans to replace roofing and guttering. Residents were also asked for input on any recommended changes to our policies and lease.

### Comments:

- A question was raised about parking areas including debris (small limbs, leaves, dirt, etc.); relining parking spaces and repairing crumbling curbs and painting handrails.

**MHA Response:** The parking areas in question concerning debris are likely related to recent runoff created by unusually long periods of continuous rain in combination of side walk work and sewer line replacement. As for replacing curbs and repainting parking space lines, it is in our long term plans but is not a top priority. We will look at repainting parking space lines at Parkside once sewer and water lines have been replaced. We have already started repainting hand rails and will continue this project as time and resources become available. (Note: received very positive feedback on the sidewalk work at Parkside).

- A question was raised as to when guttering will be installed at Parkside and roof over porch entries on apartments that do not have them.

**MHA Response:** Guttering is in our plans as well as roofing. However, priority has been given to replacing the sewer and water lines. Guttering, roofing and porch roofs will be addressed in our 5-year plan as funds become available.

- An elderly resident requested railing at rear entrance to apartments with only 2 steps.

**MHA Response:** We will accommodate elderly residents on this request on a case by case basis.

- Residents requested a dishwasher for the Helping Hands Center and to have the floors waxed.

**MHA Response:** This is a reasonable request and we will make accommodations in the near future.

### (g) Challenged Elements

There were no challenges to our proposed plan, so no changes were necessary.



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

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

<b>Part I: Summary</b>		
<b>PHA Name: Maryville Housing Authority</b>	<b>Grant Type and Number</b> Capital Fund Program Grant No: TN37S06550109 Replacement Housing Factor Grant No: Date of CFFP:	<b>FFY of Grant: 2009</b> <b>FFY of Grant Approval: 2009</b>

<b>Type of Grant</b>		
<input type="checkbox"/> Original Annual Statement	<input type="checkbox"/> Reserve for Disasters/Emergencies	<input type="checkbox"/> Revised Annual Statement (revision no: )
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 6/30/09		<input type="checkbox"/> Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 21)				
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement	682,563		682,563	
10	1460 Dwelling Structures				
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>				

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

<b>Part I: Summary</b>						
<b>PHA Name:</b> Maryville Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: TN37S06550109 Replacement Housing Factor Grant No: Date of CFFP:			<b>FFY of Grant:2009</b> <b>FFY of Grant Approval: 2009</b>	
<b>Type of Grant</b>						
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no: )		
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 06/30/2009				<input type="checkbox"/> Final Performance and Evaluation Report		
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>		
		Original	Revised <sup>2</sup>	Obligated	Expended	
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)	682,563		682,563		
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					
<b>Signature of Executive Director</b>			<b>Date</b>			
<b>Signature of Public Housing Director</b>			<b>Date</b>			

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









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

PHA Name: Maryville Housing Authority	Grant Type and Number Capital Fund Program Grant No: TN37P065501-08 Replacement Housing Factor Grant No:	Federal FY of Grant: 2008
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Original Annual Statement  
 Reserve for Disasters/ Emergencies  
 Revised Annual Statement (revision no:    )  
 Performance and Evaluation Report for Period Ending: 6/30/09  
 Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements	45,000	40,000	6,400	6,393.81
4	1410 Administration	53,900	53,900	26,950	26,950.00
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	10,000	10,000	3,000	3,000.00
8	1440 Site Acquisition				
9	1450 Site Improvement	62,000	54,700	54,700	30,586.35
10	1460 Dwelling Structures	300,834	323,134	323,134	127,968.33
11	1465.1 Dwelling Equipment— Nonexpendable	20,000	10,000	6,570	6,570.00
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment	47,500	47,500	19,367	19,366.98
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				

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

PHA Name: Maryville Housing Authority	Grant Type and Number Capital Fund Program Grant No: TN37P065501-08 Replacement Housing Factor Grant No:	Federal FY of Grant: 2008
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Original Annual Statement  Reserve for Disasters/ Emergencies  Revised Annual Statement (revision no: )  
 Performance and Evaluation Report for Period Ending: 6/30/09  Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
19	1501 Collateralization or Debt Service				
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	539,234	539,234	440,121	220,835.47
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	15,000	15,000	15,000	5,336.13
25	Amount of Line 21 Related to Security – Hard Costs		17,490	17,490	17,490.00
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: Maryville Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN37P065501-08 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	
PHA-wide	VISTA Workers	1408	2	15,000	15,000	15,000	924.00	On Sch.
	Police Contract	1408	LS	15,000	15,000	15,000	5,336.13	On Sch.
	Resident Initiatives	1408	LS	10,000	5,000	5,000	133.68	On Sch.
	Computer Software	1408	LS	5,000	5,000	5,000		On Sch.
	Management Fee	1410	LS	53,900	53,900	53,900	26,950.00	On Sch.
	A&E	1430	LS	10,000	10,000	10,000	3,000.00	On Sch.
	Computer Hardware	1475	LS	5,000	5,000			On Sch.
	Office Furniture & Equipment	1475	LS	5,000	5,000			On Sch.
	Automotive Equipment	1475	1	25,000	17,600	17,600	10,998.00	On Sch.
	Maintenance Equipment	1475	LS	12,500	12,500	12,500	1,822.15	On Sch.
	Washers & Dryers	1475	LS		7,400	7,400	6,546.83	On Sch.
TN65-1	Replace W&S Supply Lines	1450	20	22,000	-0-			Delete
Parkside	Replace Sidewalks	1450	LS	17,500	39,600	39,600	17,568.36	On Sch.
	Install Landscaping	1450	LS	2,500	11,600	11,600	11,565.20	On Sch.

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

PHA Name: Maryville Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN37P065501-08 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	
	Install Gutters & Downspouts	1460	150	45,834	-0-			Delete
	Install Shutters	1460	150	10,000	-0-			Delete
	Install Facades	1460	100	50,000	-0-			Delete
	Install Vinyl Siding	1460	25	10,000	-0-			Delete
	Paint Interiors	1460	25	10,000	10,000	10,000	1,329.91	On Sch.
	Electrical Rehab	1460	25	10,000	10,000	10,000	1,457.80	On Sch.
	Renovate Baths	1460	25	10,000	10,000	10,000	1,503.54	On Sch.
	Replace Roofs	1460	25	25,000	58,577	58,577		On Sch.
	Rep. Kit. Cabinets/Sinks/Hoods	1460	10	20,000	20,000	20,000	2,747.99	On Sch.
	Replace Interior Plumbing	1460	25	40,000	40,000	40,000	5,346.05	On Sch.
	Replace Floor Tile/Baseboards	1460	25	10,000	10,000	10,000	1,422.89	On Sch.
	Replace Interior Doors	1460	25	15,000	15,000	15,000	2,103.22	On Sch.
	Attic Insulation	1460	25	10,000	-0-			Delete
	Aquire/Rehab Add. Housing	1460	1		94,567	94,567	94,566.93	Complete
	Replace Ranges/Refrigerators	1465	25	20,000	10,000	10,000	6,570.00	On Sch.
TN65-2	Replace Sidewalks	1450	LS	17,500	3,500	3,500	1,452.79	On Sch.
East Park	Install Landscaping	1450	LS	2,500	-0-			Delete
TN65-6	Replace Carpet	1460	48	35,000	37,500	37,500		On Sch.

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

PHA Name: Maryville Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN37P065501-08 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	
Broadway Towers	Security System	1460	LS		17,490	17,490	17,490.00	Comple te

PHA Name: Maryville Housing Authority		Grant Type and Number Capital Fund Program No: TN37P065501-08 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	Actual		
PHA-wide	6/30/10			6/30/2012				
TN65-1, Parkside	6/30/10			6/30/2012				
TN65-2, East Park	6/30/10			6/30/2012				

PHA Name: Maryville Housing Authority		Grant Type and Number Capital Fund Program No: TN37P065501-08 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	Actual	
TN65-6, Broadway Tow.	6/30/10			6/30/2012			

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

PHA Name: Maryville Housing Authority	Grant Type and Number Capital Fund Program Grant No: TN37P065501-07 Replacement Housing Factor Grant No:	Federal FY of Grant: 2007
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Original Annual Statement  Reserve for Disasters/ Emergencies  Revised Annual Statement (revision no: 1)  
 Performance and Evaluation Report for Period Ending: 06/30/09  Final Performance and Evaluation Report

Lin e No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations				
3	1408 Management Improvements	35,948		35,948	35,948.00
4	1410 Administration	53,990		53,990	53,990.00
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	2,717		2,717	2,716.91
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	204,234		204,234	193,514.93
11	1465.1 Dwelling Equipment— Nonexpendable				
12	1470 Nondwelling Structures	196,895		196,895	196,894.62
13	1475 Nondwelling Equipment	46,129		46,129	46,128.66
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1499 Development Activities				
19	1501 Collaterization or Debt Service				

**Annual Statement/Performance and Evaluation Report**

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

PHA Name: Maryville Housing Authority	Grant Type and Number Capital Fund Program Grant No: TN37P065501-07 Replacement Housing Factor Grant No:	Federal FY of Grant: 2007
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Original Annual Statement  
  Reserve for Disasters/ Emergencies  
  Revised Annual Statement (revision no: 1)  
 Performance and Evaluation Report for Period Ending: 06/30/09  
  Final Performance and Evaluation Report

Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
20	1502 Contingency				
21	Amount of Annual Grant: (sum of lines 2 – 20)	539,913		539,913	529,193.12
22	Amount of line 21 Related to LBP Activities				
23	Amount of line 21 Related to Section 504 compliance				
24	Amount of line 21 Related to Security – Soft Costs				
25	Amount of Line 21 Related to Security – Hard Costs				
26	Amount of line 21 Related to Energy Conservation Measures				

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

PHA Name: Maryville Housing Authority		Grant Type and Number Capital Fund Program Grant No: TN37P065501-07 Replacement Housing Factor Grant No:			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	
PHA Wide	VISTA Workers	1408	LS	13,408		13,408	13,408.21	Complete
	Police Contract	1408	LS	22,500		22,500	22,499.77	Complete
	Resident Initiatives	1408	LS	40		40	40.02	Complete
	Computer Software	1408	LS	0		0	-0-	Deleted
	Management Fee	1410	LS	53,990		53,990	53,990.00	Complete
	A&E	1430	LS	2,717		2,717	2,716.91	Complete
	Office Furniture & Equipment	1475	LS	26,103		26,103	26102.68	Complete
	Maintenance Equipment	1475	LS	3,408		3,408	3,408.00	Complete
	Automotive Equipment	1475	LS	12,060		12,060	12,059.98	Complete
	Computer Equipment	1475	LS	4,558		4,558	4,558.00	Complete
TN65-1	Vinyl Siding	1460	100	56,919		56,919	56,919.48	On Sched
Parkside	Interior Painting	1460	100	147,315		147,315	136,595.45	On Sched

Annual Statement/Performance and Evaluation Report								
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)								
Part II: Supporting Pages								
PHA Name: Maryville Housing Authority			Grant Type and Number Capital Fund Program Grant No: TN37P065501-07 Replacement Housing Factor Grant No:			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	
	Complete Office Building	1470	1	196,895		196,895	196,894.6 2	Complete

Annual Statement/Performance and Evaluation Report							
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF)							
Part III: Implementation Schedule							
PHA Name: Maryville Housing Authority		Grant Type and Number Capital Fund Program No: TN37P065501-07 Replacement Housing Factor No:				Federal FY of Grant: 2007	
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	Actual	

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

PHA Name: Maryville Housing Authority	Grant Type and Number Capital Fund Program No: TN37P065501-07 Replacement Housing Factor No:	Federal FY of Grant: 2007
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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	Actual	
PHA Wide	9/30/09		12/31/07	9/30/2011			
TN65-1, Parkside	9/30/09		12/31/07	9/30/2011			



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

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

<b>Part I: Summary</b>		
<b>PHA Name: Maryville Housing Authority</b>	<b>Grant Type and Number</b> Capital Fund Program Grant No: TN37P065501-10 Replacement Housing Factor Grant No: Date of CFFP:	<b>FFY of Grant: 2010</b> <b>FFY of Grant Approval: 2010</b>

**Type of Grant**  
 Original Annual Statement       Reserve for Disasters/Emergencies       Revised Annual Statement (revision no: )  
 Performance and Evaluation Report for Period Ending:       Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>				
3	1408 Management Improvements	40,000			
4	1410 Administration (may not exceed 10% of line 21)	53,500			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 Fees and Costs	10,000			
8	1440 Site Acquisition				
9	1450 Site Improvement	15,000			
10	1460 Dwelling Structures	415,734			
11	1465.1 Dwelling Equipment—Nonexpendable				
12	1470 Non-dwelling Structures				
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities <sup>4</sup>				

<sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.

<sup>4</sup> RHF funds shall be included here.

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

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

<b>Part I: Summary</b>					
<b>PHA Name:</b> Maryville Housing Authority	<b>Grant Type and Number</b> Capital Fund Program Grant No: TN37P065501-10 Replacement Housing Factor Grant No: Date of CFFP:	<b>FFY of Grant:2010</b> <b>FFY of Grant Approval: 2010</b>			
<b>Type of Grant</b>					
<input checked="" type="checkbox"/> <b>Original Annual Statement</b>		<input type="checkbox"/> <b>Reserve for Disasters/Emergencies</b>		<input type="checkbox"/> <b>Revised Annual Statement (revision no:        )</b>	
<input type="checkbox"/> <b>Performance and Evaluation Report for Period Ending:</b>			<input type="checkbox"/> <b>Final Performance and Evaluation Report</b>		
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	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)	539,234			
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	15,000			
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
<b>Signature of Executive Director</b>		<b>Date</b>		<b>Signature of Public Housing Director</b>	
				<b>Date</b>	

<sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.

<sup>4</sup> RHF funds shall be included here.

<b>Part II: Supporting Pages</b>								
PHA Name: Maryville Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: TN37P065501-10 CFFP (Yes/ No): Replacement Housing Factor Grant No:			<b>Federal FFY of Grant: 2010</b>			
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 <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
PHA-wide	VISTA Workers	1408	LS	15,000				
	Police Contract	1408	LS	15,000				
	Resident Initiative Activities	1408	LS	5,000				
	Computer Software	1408	LS	5,000				
	Management Fee	1410	LS	53,000				
	Advertising	1410	LS	500				
TN065-001	A&E	1430	LS	10,000				
	Replace/repair sidewalks	1450	LS	15,000				
	Replace Roofs	1460	150	270,000				
	Seal Brick/Caulk	1460	LS	145,734				
	Replace Computer Hardware	1475	LS	5,000				

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

<sup>2</sup> To be completed for the Performance and Evaluation Report.



<b>Part III: Implementation Schedule for Capital Fund Financing Program</b>					
PHA Name: Maryville Housing Authority					<b>Federal FFY of Grant: 2010</b>
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates <sup>1</sup>
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
PHA wide	6/30/12		6/30/13		
TN065-001	6/30/12		6/30/13		

<sup>1</sup> 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 – Five Year Action Plan**

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

<b>PART I: SUMMARY</b>						
PHA Name/Number Maryville H A TN -65		Maryville, Blount County, Tennessee			<input checked="" type="checkbox"/> <b>Original 5-Year Plan</b> <input type="checkbox"/> <b>Revision No:</b>	
A.	Development Number and Name	Work Statement for Year 1 FFY _____ _2010_____	Work Statement for Year 2 FFY _____ 2011_____	Work Statement for Year 3 FFY _____ 2012_____	Work Statement for Year 4 FFY _____ 2013_____	Work Statement for Year 5 FFY _____ 2014_____
<b>B</b>	Physical Improvements Subtotal	Annual Statement	403,234	403,234	403,234	403,234
C.	Management Improvements		45,000	45,000	45,000	45,000
D.	PHA-Wide Non-dwelling Structures and Equipment		37,500	37,500	37,500	37,500
<b>E</b>	<b>ADMINISTRATION</b>		53,500	53,500	53,500	53,500
F.	Other					
G.	Operations					
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds		539,234	539,234	539,234	539,234
L.	Total Non-CFP Funds					
M.	Grand Total		539,234	539,234	539,234	539,234









