

HOUSING AUTHORITY OF THE
CITY OF SEDRO-WOOLLEY



MEETING OF THE
BOARD OF
COMMISSIONERS

Wednesday, August 30, 2023
10:45am

Hillsview Apartments
830 Township St
Sedro-Woolley, WA 98284

HOUSING AUTHORITY OF THE CITY OF SEDRO-WOOLLEY



SPECIAL MEETING OF THE BOARD OF COMMISSIONERS AGENDA

Wednesday, August 30, 2023 - 10:45 am

Hillsview Apartments – 830 Township Street, Sedro-Woolley, WA 98284

- I. Call to Order**
- II. Roll Call**
- III. Public Comment**
- IV. Approval of Minutes**
 - A. Board Meeting Minutes – June 14, 2023 **1**
- V. Action Items for Discussion & Approval**
 - A. Approval of Voucher Report June 1, 2023 to July 31, 2023 **2**
 - B. **Resolution No. 486** – Authorizing Changes to the Public Housing Admission and Continued Occupancy Policy (ACOP) Relating to Household Eligibility **3**
 - C. **Resolution No. 487** – Authorizing Approval of a Disposition Policy **4**
- VI. Reports**
 - A. Financial Report for June 2023 **5**
 - B. Housing Management Report for June/July 2023 **6**
 - C. Update on the Sedro-Woolley Housing Authority HUD Monitoring Review
- VII. New Business**
- VIII. Executive Session**
 - A. To review the performance of a public employee (RCW 42.30.110 (1) g))
- IX. Adjournment**

T
A
B

N
U
M
B
E
R

1

HOUSING AUTHORITY OF THE
CITY OF SEDRO-WOOLLEY
BOARD OF COMMISSIONERS
SPECIAL VIRTUAL MEETING MINUTES

Wednesday, June 14, 2023

I. Call to Order

The meeting of the Board of Commissioners of the Sedro-Woolley Housing Authority was called to order by Chair Laurie Fellers at 10:45a.m., on Wednesday, June 14, 2023.

II. Roll Call

Present: Commissioner Laurie Fellers (Chair) (via Zoom), Commissioner Reta Stephenson (Vice-Chair)(via Zoom), Commissioner Kacy Johnson (via Zoom) and Commissioner Dona Cowan (via Zoom).

Excused: Commissioner Lesa Sheahan

Guests: Mayor Julie Johnson
Robin Walls, Executive Director/CEO
Anneliese Gryta, Deputy Executive Director of Housing Assistance Programs

III. Public Comment

No public comment.

IV. Approval of Minutes

A. April 20, 2023 - Board of Commissioners' Meeting Minutes

Commissioner Reta Stephenson moved for approval of the Minutes, seconded by Commissioner Dona Cowan; the Board unanimously approved the Minutes from April 20, 2023.

V. Action Items for Discussion & Approval

A. Approval of Voucher Report February 1, 2023 to March 31, 2023

Questions of Commissioners' were answered.

Commissioner Reta Stephenson moved for approval of the Voucher Report, seconded by Commissioner Dona Cowan; the board unanimously approved the Voucher Report for February 1, 2023 to March 31, 2023.

B. Resolution No. 485 – Authorizing Changes to the Public Housing Admission and Continued Occupancy Policy (ACOP) Relating to Household Eligibility

Commissioner Reta Stephenson moved for approval, seconded by Commissioner Dona Cowan; the board unanimously approved Resolution No. 485.

VI. Reports

A. Financial Report for April 2023

Tesh Assefa, Financial Reporting Manager explained the Financial Report for April 2023.

Questions of Commissioners' were answered.

B. Housing Management Report for April/May 2023

Caprice Witherspoon, Senior Property Manager gave an overview of the report.

VII. New Business

A. Sedro-Woolley Housing Authority HUD Monitoring Review Update

Anneliese Gryta, Deputy Executive Director of Housing Assistance Programs and Robin Walls, Executive Director/CEO gave an update on the SWHA HUD Monitoring Review.

IX. Adjournment

There being no further business before the Board of Commissioners, the meeting was adjourned at 11:06 a.m.

THE HOUSING AUTHORITY OF THE
CITY OF SEDRO-WOOLLEY, WASHINGTON

LAURIE FELLERS, Chair
Board of Commissioners

ROBIN WALLS
Executive Director/CEO

T
A
B

N
U
M
B
E
R



SEDRO-WOOLLEY HOUSING AUTHORITY

TO: Board of Commissioners
FROM: Alfred Dulay, Accounting Manager
DATE: August 23, 2023
RE: Approval of Vouchers June 1, 2023 to July 31, 2023

I, Alfred Dulay, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the expenditures represented by the summary listed below were just obligations of the Sedro-Woolley Housing Authority, and that I am authorized to authenticate and certify said claims.

Alfred Dulay
Digitally signed by Alfred Dulay
DN: cn=Alfred Dulay, o=King County Housing
Authority, email=AlfredD@kcha.org, c=US
Date: 2023.08.23 15:32:02 -07'00'

Alfred Dulay
Accounting Manager
August 23, 2023

Expenditures to Sedro-Woolley

Operations

Directly to Cedar Grove	41,219.31
Cedar Grove Voids	<u>-1,212.30</u>
Cedar Grove Total	40,007.02
Directly to Hillsview	28,934.57
Hillsview Voids	<u>-254.42</u>
Hillsview Total	<u>28,680.15</u>
Total Expenditures	<u><u>68,687.17</u></u>

SEDRO-WOLLEY HOUSING AUTHORITY
Accounts Payable Report
6/01/2023 TO 7/31/2023

Account No.	Major Account Description	Amount	Vendor Name	Voucher Description	Date	Check Number	Void
CEDAR GROVE							
200200	Contract Retentions	3,508.45	WASHINGTON STATE DEPT OF REVENUE	LIEN AGAINST RETAINAGE CEDAR GROVE III PROJECT	6/9/2023	346389	
200200	Contract Retentions	3,076.54	WASHINGTON STATE DEPT OF REVENUE	LIEN AGAINST RETAINAGE CEDAR GROVE III PROJECT	6/9/2023	346389	
200200	Contract Retentions	1,433.46	MONTES CONSTRUCTION	RETAINAGE CEDAR GROVE III ENVELOPE ROOF PROJECT	7/21/2023	347016	
200200	Contract Retentions	425.30	MONTES CONSTRUCTION	RETAINAGE CEDAR GROVE III ENVELOPE ROOF PROJECT	7/21/2023	347016	
200200	Contract Retentions	691.25	MONTES CONSTRUCTION	RETAINAGE CEDAR GROVE III ENVELOPE ROOF PROJECT	7/21/2023	347016	
400100	Salaries-Temp Employees	7.94	ALMOND & ASSOCIATES	M AMOS 5/21/23	6/9/2023	346337	
400100	Salaries-Temp Employees	12.60	ALMOND & ASSOCIATES	M AMOS 6/25/23	7/7/2023	346754	
400100	Salaries-Temp Employees	18.89	ALMOND & ASSOCIATES	M AMOS 6/11/23	7/7/2023	346754	
400100	Salaries-Temp Employees	18.50	ALMOND & ASSOCIATES	M P AMOS 7/2-9/23	7/28/2023	347064	
400100	Salaries-Temp Employees	10.67	BEACON HILL STAFFING GROUP LLC	C WIRE 7/15/23	7/28/2023	347133	
410000	Admin Supplies	3.48	CRYSTAL & SIERRA SPRINGS	water - Hillsview	6/16/2023	346432	
410000	Admin Supplies	0.11	CANON SOLUTIONS AMERICA INC	CONTRACT 2209920	6/16/2023	346490	
410000	Admin Supplies	0.13	CANON SOLUTIONS AMERICA INC	CONTRACT 2209920	6/23/2023	346610	
410000	Admin Supplies	16.25	CRYSTAL & SIERRA SPRINGS	water - HILLSVIEW	6/30/2023	346656	
410000	Admin Supplies	15.44	OLYMPIC PRINTERS INC	WINDOW ENVELOPES	7/7/2023	346747	
410000	Admin Supplies	0.13	CANON SOLUTIONS AMERICA INC	CONTRACT 2209920	7/14/2023	346880	
411102	Comp Equip-Hardware Maintenance	2.63	DELL MARKETING LP	COMPUTER SUPPLIES	6/16/2023	346434	
411102	Comp Equip-Hardware Maintenance	4.93	GENERAL DATATECH LP	CISCO 2023 RENEWAL	7/21/2023	347032	
411103	Comp Equip-Software Maintenance	5.49	CDW/COMPUTER CENTERS INC	COMPUTER SUPPLIES	6/16/2023	346433	
411104	Comp Equip-Software as a Service Fees	4.09	MRI SOFTWARE LLC	ANNUAL HAPPY SAAS FEE 1/1/23-12/31/23	6/2/2023	346266	
411901	Equip-Other-Leased/Rented	1.42	QUADIENT LEASING USA INC	CUST 00904969	6/16/2023	346501	
411901	Equip-Other-Leased/Rented	1.32	CANON FINANCIAL	CONTRACT 0667544-005	6/23/2023	346599	
411901	Equip-Other-Leased/Rented	1.15	CANON FINANCIAL	CONTRACT 0667544-005	7/28/2023	347105	
420000	Professional Services-Legal	5.81	MONTGOMERY PURDUE BLANKINSHIP	LEGAL SVCS	6/16/2023	346420	
420000	Professional Services-Legal	3.94	MONTGOMERY PURDUE BLANKINSHIP	LEGAL SVCS	6/16/2023	346420	
420000	Professional Services-Legal	1.34	MONTGOMERY PURDUE BLANKINSHIP	LEGAL SVCS TO 06/30/23 - SUMMON/COMPLAINT REVIEWS	7/14/2023	346838	
420000	Professional Services-Legal	12.51	MONTGOMERY PURDUE BLANKINSHIP	LEGAL SVCS - HOUSING MANAGEMENT (VARIOUS)	7/14/2023	346838	
420908	Professional Services-Comps	1.47	MARTIN S. COX	SHAREPOINT AND POWER PLATFORM SUPPORT	6/2/2023	346302	
420908	Professional Services-Comps	8.75	HYLAND SOFTWARE, INC	MANAGED SERVICES 6/30 - 7/30/2023	6/9/2023	346365	
420908	Professional Services-Comps	3.20	MARTIN S. COX	SHAREPOINT AND POWER PLATFORM SUPPORT	7/7/2023	346831	
420908	Professional Services-Comps	1.75	HYLAND SOFTWARE, INC	PROFESSIONAL SVCS	7/7/2023	346782	
421902	Admin -Answering Service	4.70	ABS Comm, INC	MONTHLY BASE RATE	6/2/2023	346257	
440011	Travel-Mileage Reimbursement	20.27	CANDACE WINFIELD	5/11-19/23 MILEAGE	6/2/2023	346297	
440011	Travel-Mileage Reimbursement	33.41	CANDACE WINFIELD	6/21-30/23 MILEAGE	7/7/2023	346826	
441000	Training/Registration-Individual	6.81	YARDI SYSTEMS, INC	REG FEE ANDREW URBAN	7/21/2023	347048	
450002	Comm-Phones Lines-Service-Digital Voice	0.35	INTRADO LIFE & SAFETY INC	911 SERVICE MINIMUM MRC FEE COVERAGE APRIL 2023	6/2/2023	346275	
450002	Comm-Phones Lines-Service-Digital Voice	0.35	CENTURYLINK	5/23 - 6/23 chgs	6/9/2023	346347	
450002	Comm-Phones Lines-Service-Digital Voice	0.35	CENTURYLINK	5/23 - 6/23 chgs	6/9/2023	346347	
450002	Comm-Phones Lines-Service-Digital Voice	0.25	CENTURYLINK	5/25 - 6/25 CHGS	6/9/2023	346347	
450002	Comm-Phones Lines-Service-Digital Voice	0.35	INTRADO LIFE & SAFETY INC	911 SVC COVERAGE JUNE 2023	6/30/2023	346719	
450002	Comm-Phones Lines-Service-Digital Voice	0.35	CENTURYLINK	6/23-7/23/23 CHGS	7/7/2023	346764	
450002	Comm-Phones Lines-Service-Digital Voice	0.35	CENTURYLINK	6/23-7/23/23 CHGS	7/7/2023	346764	
450002	Comm-Phones Lines-Service-Digital Voice	0.25	CENTURYLINK	ACCT# 2065741100383B-062523	7/21/2023	346949	
450100	Comm-Long Distance Charges	0.16	CENTURYLINK	MONTHLY CHGS	7/28/2023	347134	

SEDRO-WOLLEY HOUSING AUTHORITY
Accounts Payable Report
6/01/2023 TO 7/31/2023

Account No.	Major Account Description	Amount	Vendor Name	Voucher Description	Date	Check Number	Void
452000	Comm-Advertising	31.44	SKAGIT VALLEY PUBLISHING	LEGAL PUBLIC NOTICE	7/28/2023	347062	
491000	Admin Exp-Criminal/Background Checks	5.11	NATIONAL CREDIT REPORTING	CREDIT CHECK	6/16/2023	346442	
491000	Admin Exp-Criminal/Background Checks	6.80	NATIONAL CREDIT REPORTING	BACKGROUND CHECK	6/16/2023	346442	
491000	Admin Exp-Criminal/Background Checks	16.86	WASHINGTON STATE PATROL	BG CHECKS - FEB-23	7/14/2023	346849	
491000	Admin Exp-Criminal/Background Checks	0.37	WASHINGTON STATE PATROL	BACKGROUND CHECKS - MAY-23	7/14/2023	346849	
491000	Admin Exp-Criminal/Background Checks	10.88	WASHINGTON STATE PATROL	BG CHECKS - MAY-23	7/14/2023	346849	
491000	Admin Exp-Criminal/Background Checks	10.61	WASHINGTON STATE PATROL	BG CHECKS - MAR-23	7/14/2023	346849	
491000	Admin Exp-Criminal/Background Checks	10.11	WASHINGTON STATE PATROL	BG CHECKS - APR-23	7/14/2023	346849	
491000	Admin Exp-Criminal/Background Checks	13.75	WASHINGTON STATE PATROL	BACKGROUND CHECKS - APR-23	7/14/2023	346849	
491000	Admin Exp-Criminal/Background Checks	30.00	WASHINGTON STATE PATROL	BACKGROUND CHECKS - MAY-23	7/14/2023	346849	
491000	Admin Exp-Criminal/Background Checks	3.68	NATIONAL CREDIT REPORTING	BACKGROUND CHECK	7/21/2023	346943	
491000	Admin Exp-Criminal/Background Checks	12.68	WASHINGTON STATE PATROL	BG CHECKS - JUN-23	7/28/2023	0	12.68
491000	Admin Exp-Criminal/Background Checks	14.31	WASHINGTON STATE PATROL	BACKGROUND CHECKS - JUN-23	7/28/2023	0	14.31
491001	Admin Exp-Tenant Screening	57.81	WASHINGTON STATE PATROL	BACKGROUND CKS - APR-23	7/28/2023	0	57.81
493000	Other Admin Exp-Postage	6.67	QUADIENT FINANCE USA INC	ACCT 7900 0440 8081 6949	6/16/2023	346502	
493000	Other Admin Exp-Postage	12.16	MAIL ADVERTISING BUREAU INC	JUNE 2023 STATEMENTS	6/23/2023	346542	
493000	Other Admin Exp-Postage	12.17	MAIL ADVERTISING BUREAU INC	JULY 2023 STATEMENTS	7/7/2023	346748	
493000	Other Admin Exp-Postage	6.67	QUADIENT FINANCE USA INC	ACCT 7900 0440 8081 6949	7/21/2023	347023	
493100	Other Admin Exp-Mail Handling	5.00	MAIL ADVERTISING BUREAU INC	JUNE 2023 STATEMENTS	6/23/2023	346542	
493100	Other Admin Exp-Mail Handling	10.39	MAIL ADVERTISING BUREAU INC	JULY 2023 STATEMENTS	7/7/2023	346748	
520104	Social Service -Interpretation	4.78	LANGUAGE LINE SERVICES, INC	INTERPRETATION ACCT #9020543076	6/9/2023	346331	
520104	Social Service -Interpretation	5.25	LANGUAGE LINE SERVICES, INC	ACCT# 9020543076	7/14/2023	346842	
530102	Relocation Exp-Hotels	215.50	DEANNA GREEN	MILEAGE STIPEND REMBURSEMENT	6/2/2023	346303	
620004	Occ Exp-Maint -Plumbing	1,127.50	HOLADAY-PARKS INC	SCOPE LINE	6/2/2023	0	1,127.50
620004	Occ Exp-Maint -Plumbing	1,127.50	HOLADAY-PARKS INC	CEDAR GROVE SCOPE LINE	7/28/2023	347136	
620006	Occ Exp-Maint -Floor Covering	4,381.75	345 CONSTRUCTION AND FLOORING CO.	CARPET INSTALLATION - CEDAR GROVE 808 BING	7/21/2023	347041	
620009	Occ Exp-Maint -Painting	65.00	345 CONSTRUCTION AND FLOORING CO.	CARPET INSTALLATION - CEDAR GROVE 808 BING	7/21/2023	347041	
620012	Occ Exp-Maint -Pest Control	24.44	STOP BUGGING ME PEST CONTROL	PEST CONTROL - MAY-23	7/21/2023	347001	
620012	Occ Exp-Maint -Pest Control	24.44	STOP BUGGING ME PEST CONTROL	PEST CONTROL - MAY-23	7/21/2023	347001	
620012	Occ Exp-Maint -Pest Control	24.44	STOP BUGGING ME PEST CONTROL	PEST CONTROL - MAY-23	7/21/2023	347001	
620012	Occ Exp-Maint -Pest Control	24.44	STOP BUGGING ME PEST CONTROL	PEST CONTROL	7/28/2023	347114	
620012	Occ Exp-Maint -Pest Control	24.44	STOP BUGGING ME PEST CONTROL	PEST CONTROL	7/28/2023	347114	
620012	Occ Exp-Maint -Pest Control	24.44	STOP BUGGING ME PEST CONTROL	PEST CONTROL	7/28/2023	347114	
620013	Occ Exp-Maint -Yard/Garden/Landscaping	2,497.00	SKAGIT LANDSCAPING LLC	WEEKLY MAINT	7/21/2023	347028	
620013	Occ Exp-Maint -Yard/Garden/Landscaping	2,497.00	SKAGIT LANDSCAPING LLC	WEEKLY MAINT	7/21/2023	347028	
620099	Occ Exp-Maint -Other	9,705.51	VORTEX SERVICES LLC	WASTE LINE MAINTENANCE - CG BLDG B	7/14/2023	346885	
660000	Occ Exp-Utilities-Water	167.52	PUBLIC UTILITY DISTRICT #1	W	7/21/2023	346976	
660000	Occ Exp-Utilities-Water	186.84	PUBLIC UTILITY DISTRICT #1	W	7/21/2023	346976	
660000	Occ Exp-Utilities-Water	115.98	PUBLIC UTILITY DISTRICT #1	W	7/21/2023	346976	
660000	Occ Exp-Utilities-Water	161.08	PUBLIC UTILITY DISTRICT #1	W	7/21/2023	346976	
660000	Occ Exp-Utilities-Water	135.31	PUBLIC UTILITY DISTRICT #1	W	7/21/2023	346976	
660000	Occ Exp-Utilities-Water	115.98	PUBLIC UTILITY DISTRICT #1	W	7/21/2023	346976	
660000	Occ Exp-Utilities-Water	309.23	PUBLIC UTILITY DISTRICT #1	W	7/21/2023	346976	
660000	Occ Exp-Utilities-Water	135.31	PUBLIC UTILITY DISTRICT #1	W	7/21/2023	346976	
660000	Occ Exp-Utilities-Water	99.01	PUBLIC UTILITY DISTRICT #1	W	7/21/2023	346976	

SEDRO-WOOLLEY HOUSING AUTHORITY
Accounts Payable Report
6/01/2023 TO 7/31/2023

Account No.	Major Account Description	Amount	Vendor Name	Voucher Description	Date	Check Number	Void
660000	Occ Exp-Utilities-Water	244.81	PUBLIC UTILITY DISTRICT #1	W	7/21/2023	346976	
660000	Occ Exp-Utilities-Water	79.15	PUBLIC UTILITY DISTRICT #1	W	7/28/2023	347090	
660000	Occ Exp-Utilities-Water	123.39	PUBLIC UTILITY DISTRICT #1	W	7/28/2023	347090	
660000	Occ Exp-Utilities-Water	214.28	PUBLIC UTILITY DISTRICT #1	W	7/28/2023	347090	
660000	Occ Exp-Utilities-Water	149.35	PUBLIC UTILITY DISTRICT #1	W	7/28/2023	347090	
660000	Occ Exp-Utilities-Water	162.35	PUBLIC UTILITY DISTRICT #1	W	7/28/2023	347090	
660000	Occ Exp-Utilities-Water	155.84	PUBLIC UTILITY DISTRICT #1	W	7/28/2023	347090	
660000	Occ Exp-Utilities-Water	142.86	PUBLIC UTILITY DISTRICT #1	W	7/28/2023	347090	
660000	Occ Exp-Utilities-Water	123.39	PUBLIC UTILITY DISTRICT #1	W	7/28/2023	347090	
660000	Occ Exp-Utilities-Water	110.40	PUBLIC UTILITY DISTRICT #1	W	7/28/2023	347090	
660000	Occ Exp-Utilities-Water	136.37	PUBLIC UTILITY DISTRICT #1	W	7/28/2023	347090	
660000	Occ Exp-Utilities-Water	149.35	PUBLIC UTILITY DISTRICT #1	W	7/28/2023	347090	
660100	Occ Exp-Utilities-Sewer	759.41	CITY OF SEDRO WOOLLEY	SW	6/9/2023	346361	
660100	Occ Exp-Utilities-Sewer	302.88	CITY OF SEDRO WOOLLEY	SW	6/9/2023	346361	
660100	Occ Exp-Utilities-Sewer	453.74	CITY OF SEDRO WOOLLEY	SW	6/9/2023	346361	
660100	Occ Exp-Utilities-Sewer	768.38	CITY OF SEDRO WOOLLEY	SW	7/21/2023	346981	
660100	Occ Exp-Utilities-Sewer	453.74	CITY OF SEDRO WOOLLEY	SW	7/21/2023	346981	
660100	Occ Exp-Utilities-Sewer	302.88	CITY OF SEDRO WOOLLEY	SW	7/21/2023	346981	
660200	Occ Exp-Utilities-Electricity	47.65	PUGET SOUND ENERGY-BOT-01H	E	6/9/2023	346356	
660200	Occ Exp-Utilities-Electricity	16.64	PUGET SOUND ENERGY-BOT-01H	E	6/9/2023	346356	
660200	Occ Exp-Utilities-Electricity	69.17	PUGET SOUND ENERGY-BOT-01H	E	6/9/2023	346356	
660200	Occ Exp-Utilities-Electricity	48.99	PUGET SOUND ENERGY-BOT-01H	E	6/30/2023	346688	
660200	Occ Exp-Utilities-Electricity	16.19	PUGET SOUND ENERGY-BOT-01H	E	6/30/2023	346688	
660200	Occ Exp-Utilities-Electricity	72.24	PUGET SOUND ENERGY-BOT-01H	E	6/30/2023	346688	
660201	Occ Exp-Utilities-Electricity-Closing Bill	13.96	PUGET SOUND ENERGY-BOT-01H	E	7/14/2023	346869	
660300	Occ Exp-Utilities-Natural Gas	172.98	CASCADE NATURAL GAS CO	GS	6/23/2023	346579	
660300	Occ Exp-Utilities-Natural Gas	233.63	CASCADE NATURAL GAS CO	GS	6/23/2023	346579	
660301	Occ Exp-Utilities-Natural Gas-Closing Bill	10.86	CASCADE NATURAL GAS CO	GS	7/21/2023	346967	
660500	Occ Exp-Utilities-Surface Water Mgmt	71.02	CITY OF SEDRO WOOLLEY	ST	6/9/2023	346361	
660500	Occ Exp-Utilities-Surface Water Mgmt	28.28	CITY OF SEDRO WOOLLEY	ST	6/9/2023	346361	
660500	Occ Exp-Utilities-Surface Water Mgmt	42.33	CITY OF SEDRO WOOLLEY	ST	6/9/2023	346361	
660500	Occ Exp-Utilities-Surface Water Mgmt	28.28	CITY OF SEDRO WOOLLEY	ST	7/21/2023	346981	
660500	Occ Exp-Utilities-Surface Water Mgmt	72.34	CITY OF SEDRO WOOLLEY	ST	7/21/2023	346981	
660500	Occ Exp-Utilities-Surface Water Mgmt	42.33	CITY OF SEDRO WOOLLEY	ST	7/21/2023	346981	
660700	Occ Exp-Utilities-Garbage	615.13	CITY OF SEDRO WOOLLEY	GB	6/9/2023	346361	
660700	Occ Exp-Utilities-Garbage	215.57	CITY OF SEDRO WOOLLEY	GB	6/9/2023	346361	
660700	Occ Exp-Utilities-Garbage	320.83	CITY OF SEDRO WOOLLEY	GB	6/9/2023	346361	
660700	Occ Exp-Utilities-Garbage	320.83	CITY OF SEDRO WOOLLEY	GB	7/21/2023	346981	
660700	Occ Exp-Utilities-Garbage	215.57	CITY OF SEDRO WOOLLEY	GB	7/21/2023	346981	
660700	Occ Exp-Utilities-Garbage	867.88	CITY OF SEDRO WOOLLEY	GB	7/21/2023	346981	
	SUBTOTAL CEDAR GROVE	41,219.32					1,212.30
	CEDAR GROVE VOIDS	(1,212.30)					
	TOTAL CEDAR GROVE	40,007.02					

SEDRO-WOLLEY HOUSING AUTHORITY
Accounts Payable Report
6/01/2023 TO 7/31/2023

Account No.	Major Account Description	Amount	Vendor Name	Voucher Description	Date	Check Number	Void
HILLSVIEW							
Account	Account(T)	Amount	Vendor(T)	Voucher Description	Pay Date	Check No	
400100	Salaries-Temp Employees	23.69	ALMOND & ASSOCIATES	M AMOS 5/21/23	6/9/2023	346337	
400100	Salaries-Temp Employees	37.59	ALMOND & ASSOCIATES	M AMOS 6/25/23	7/7/2023	346754	
400100	Salaries-Temp Employees	56.38	ALMOND & ASSOCIATES	M AMOS 6/11/23	7/7/2023	346754	
400100	Salaries-Temp Employees	55.21	ALMOND & ASSOCIATES	M P AMOS 7/2-9/23	7/28/2023	347064	
400100	Salaries-Temp Employees	32.02	BEACON HILL STAFFING GROUP LLC	C WIRE 7/15/23	7/28/2023	347133	
410000	Admin Supplies	10.45	CRYSTAL & SIERRA SPRINGS	water - Hillsview	6/16/2023	346432	
410000	Admin Supplies	0.34	CANON SOLUTIONS AMERICA INC	CONTRACT 2209920	6/16/2023	346490	
410000	Admin Supplies	0.38	CANON SOLUTIONS AMERICA INC	CONTRACT 2209920	6/23/2023	346610	
410000	Admin Supplies	48.73	CRYSTAL & SIERRA SPRINGS	water - HILLSVIEW	6/30/2023	346656	
410000	Admin Supplies	46.31	OLYMPIC PRINTERS INC	WINDOW ENVELOPES	7/7/2023	346747	
410000	Admin Supplies	0.39	CANON SOLUTIONS AMERICA INC	CONTRACT 2209920	7/14/2023	346880	
411102	Comp Equip-Hardware Maintenance	7.90	DELL MARKETING LP	COMPUTER SUPPLIES	6/16/2023	346434	
411102	Comp Equip-Hardware Maintenance	14.78	GENERAL DATATECH LP	CISCO 2023 RENEWAL	7/21/2023	347032	
411103	Comp Equip-Software Maintenance	16.46	CDW/COMPUTER CENTERS INC	COMPUTER SUPPLIES	6/16/2023	346433	
411104	Comp Equip-Software as a Service Fees	12.26	MRI SOFTWARE LLC	ANNUAL HAPPY SAAS FEE 1/1/23-12/31/23	6/2/2023	346266	
411901	Equip-Other-Leased/Rented	4.25	QUADIENT LEASING USA INC	CUST 00904969	6/16/2023	346501	
411901	Equip-Other-Leased/Rented	3.96	CANON FINANCIAL	CONTRACT 0667544-005	6/23/2023	346599	
411901	Equip-Other-Leased/Rented	3.45	CANON FINANCIAL	CONTRACT 0667544-005	7/28/2023	347105	
420000	Professional Services-Legal	17.34	MONTGOMERY PURDUE BLANKINSHIP	LEGAL SVCS	6/16/2023	346420	
420000	Professional Services-Legal	11.77	MONTGOMERY PURDUE BLANKINSHIP	LEGAL SVCS	6/16/2023	346420	
420000	Professional Services-Legal	70.00	MONTGOMERY PURDUE BLANKINSHIP	LEGAL SVCS TO 06/30/23 - SUMMON/COMPLAINT REVIEWS	7/14/2023	346838	
420000	Professional Services-Legal	85.00	MONTGOMERY PURDUE BLANKINSHIP	LEGAL SVCS - HOUSING MANAGEMENT (VARIOUS)	7/14/2023	346838	
420000	Professional Services-Legal	4.01	MONTGOMERY PURDUE BLANKINSHIP	LEGAL SVCS TO 06/30/23 - SUMMON/COMPLAINT REVIEWS	7/14/2023	346838	
420000	Professional Services-Legal	37.34	MONTGOMERY PURDUE BLANKINSHIP	LEGAL SVCS - HOUSING MANAGEMENT (VARIOUS)	7/14/2023	346838	
420908	Professional Services-Comps	4.41	MARTIN S. COX	SHAREPOINT AND POWER PLATFORM SUPPORT	6/2/2023	346302	
420908	Professional Services-Comps	26.25	HYLAND SOFTWARE, INC	MANAGED SERVICES 6/30 - 7/30/2023	6/9/2023	346365	
420908	Professional Services-Comps	9.59	MARTIN S. COX	SHAREPOINT AND POWER PLATFORM SUPPORT	7/7/2023	346831	
420908	Professional Services-Comps	5.26	HYLAND SOFTWARE, INC	PROFESSIONAL SVCS	7/7/2023	346782	
421902	Admin -Answering Service	14.11	ABS Comm, INC	MONTHLY BASE RATE	6/2/2023	346257	
440011	Travel-Mileage Reimbursement	60.80	CANDACE WINFIELD	5/11-19/23 MILEAGE	6/2/2023	346297	
440011	Travel-Mileage Reimbursement	100.22	CANDACE WINFIELD	6/21-30/23 MILEAGE	7/7/2023	346826	
441000	Training/Registration-Individual	20.43	YARDI SYSTEMS, INC	REG FEE ANDREW URBAN	7/21/2023	347048	
450002	Comm-Phones Lines-Service-Digital Voice	1.05	INTRADO LIFE & SAFETY INC	911 SERVICE MINIMUM MRC FEE COVERAGE APRIL 2023	6/2/2023	346275	
450002	Comm-Phones Lines-Service-Digital Voice	1.06	CENTURYLINK	5/23 - 6/23 chgs	6/9/2023	346347	
450002	Comm-Phones Lines-Service-Digital Voice	1.06	CENTURYLINK	5/23 - 6/23 chgs	6/9/2023	346347	
450002	Comm-Phones Lines-Service-Digital Voice	0.75	CENTURYLINK	5/25 - 6/25 CHGS	6/9/2023	346347	
450002	Comm-Phones Lines-Service-Digital Voice	1.05	INTRADO LIFE & SAFETY INC	911 SVC COVERAGE JUNE 2023	6/30/2023	346719	
450002	Comm-Phones Lines-Service-Digital Voice	1.06	CENTURYLINK	6/23-7/23/23 CHGS	7/7/2023	346764	
450002	Comm-Phones Lines-Service-Digital Voice	1.06	CENTURYLINK	6/23-7/23/23 CHGS	7/7/2023	346764	
450002	Comm-Phones Lines-Service-Digital Voice	0.75	CENTURYLINK	ACCT# 2065741100383B-062523	7/21/2023	346949	
450003	Comm-Phones Lines-Security	135.00	CONSOLIDATED TECHNOLOGY SERVICES	MAY 2023 CHGS	6/16/2023	346474	
450003	Comm-Phones Lines-Security	135.00	CONSOLIDATED TECHNOLOGY SERVICES	JUNE 2023 CHGS	7/21/2023	346986	
450100	Comm-Long Distance Charges	0.47	CENTURYLINK	MONTHLY CHGS	7/28/2023	347134	

SEDRO-WOOLLEY HOUSING AUTHORITY
Accounts Payable Report
6/01/2023 TO 7/31/2023

Account No.	Major Account Description	Amount	Vendor Name	Voucher Description	Date	Check Number	Void
452000	Comm-Advertising	94.30	SKAGIT VALLEY PUBLISHING	LEGAL PUBLIC NOTICE	7/28/2023	347062	
491000	Admin Exp-Criminal/Background Checks	15.32	NATIONAL CREDIT REPORTING	CREDIT CHECK	6/16/2023	346442	
491000	Admin Exp-Criminal/Background Checks	20.40	NATIONAL CREDIT REPORTING	BACKGROUND CHECK	6/16/2023	346442	
491000	Admin Exp-Criminal/Background Checks	50.59	WASHINGTON STATE PATROL	BG CHECKS - FEB-23	7/14/2023	346849	
491000	Admin Exp-Criminal/Background Checks	1.11	WASHINGTON STATE PATROL	BACKGROUND CHECKS - MAY-23	7/14/2023	346849	
491000	Admin Exp-Criminal/Background Checks	32.65	WASHINGTON STATE PATROL	BG CHECKS - MAY-23	7/14/2023	346849	
491000	Admin Exp-Criminal/Background Checks	31.84	WASHINGTON STATE PATROL	BG CHECKS - MAR-23	7/14/2023	346849	
491000	Admin Exp-Criminal/Background Checks	30.33	WASHINGTON STATE PATROL	BG CHECKS - APR-23	7/14/2023	346849	
491000	Admin Exp-Criminal/Background Checks	41.25	WASHINGTON STATE PATROL	BACKGROUND CHECKS - APR-23	7/14/2023	346849	
491000	Admin Exp-Criminal/Background Checks	90.00	WASHINGTON STATE PATROL	BACKGROUND CHECKS - MAY-23	7/14/2023	346849	
491000	Admin Exp-Criminal/Background Checks	11.05	NATIONAL CREDIT REPORTING	BACKGROUND CHECK	7/21/2023	346943	
491000	Admin Exp-Criminal/Background Checks	38.04	WASHINGTON STATE PATROL	BG CHECKS - JUN-23	7/28/2023	0	38.04
491000	Admin Exp-Criminal/Background Checks	42.94	WASHINGTON STATE PATROL	BACKGROUND CHECKS - JUN-23	7/28/2023	0	42.94
491001	Admin Exp-Tenant Screening	173.44	WASHINGTON STATE PATROL	BACKGROUND CKS - APR-23	7/28/2023	0	173.44
493000	Other Admin Exp-Postage	20.00	QUADIENT FINANCE USA INC	ACCT 7900 0440 8081 6949	6/16/2023	346502	
493000	Other Admin Exp-Postage	36.48	MAIL ADVERTISING BUREAU INC	JUNE 2023 STATEMENTS	6/23/2023	346542	
493000	Other Admin Exp-Postage	36.51	MAIL ADVERTISING BUREAU INC	JULY 2023 STATEMENTS	7/7/2023	346748	
493000	Other Admin Exp-Postage	20.00	QUADIENT FINANCE USA INC	ACCT 7900 0440 8081 6949	7/21/2023	347023	
493100	Other Admin Exp-Mail Handling	14.99	MAIL ADVERTISING BUREAU INC	JUNE 2023 STATEMENTS	6/23/2023	346542	
493100	Other Admin Exp-Mail Handling	31.17	MAIL ADVERTISING BUREAU INC	JULY 2023 STATEMENTS	7/7/2023	346748	
520104	Social Service -Interpretation	14.34	LANGUAGE LINE SERVICES, INC	INTERPRETATION ACCT #9020543076	6/9/2023	346331	
520104	Social Service -Interpretation	15.74	LANGUAGE LINE SERVICES, INC	ACCT# 9020543076	7/14/2023	346842	
620006	Occ Exp-Maint -Floor Covering	2,064.99	GREAT FLOORS LLC	FLOORING INSTALL - UNIT 103	6/16/2023	346479	
620007	Occ Exp-Maint -Elevator	576.00	SCHINDLER ELEVATOR CORPORATION	SVC CALL	6/16/2023	346485	
620007	Occ Exp-Maint -Elevator	3,579.41	SCHINDLER ELEVATOR CORPORATION	ORIGINAL PO# 79611	7/21/2023	347003	
620007	Occ Exp-Maint -Elevator	576.00	SCHINDLER ELEVATOR CORPORATION	SVC CALL	7/21/2023	347003	
620008	Occ Exp-Maint -Alarm Testing/Monitoring	384.00	SMITH FIRE SYSTEMS INC	NON-AES MONITORING	6/30/2023	346727	
620012	Occ Exp-Maint -Pest Control	54.99	STOP BUGGING ME PEST CONTROL	PEST CONTROL - MAY-23	7/21/2023	347001	
620012	Occ Exp-Maint -Pest Control	54.99	STOP BUGGING ME PEST CONTROL	PEST CONTROL	7/28/2023	347114	
620013	Occ Exp-Maint -Yard/Garden/Landscaping	1,188.00	SKAGIT LANDSCAPING LLC	WEEKLY MAINT	7/21/2023	347028	
620013	Occ Exp-Maint -Yard/Garden/Landscaping	1,188.00	SKAGIT LANDSCAPING LLC	WEEKLY MAINT	7/21/2023	347028	
660000	Occ Exp-Utilities-Water	2,286.98	PUBLIC UTILITY DISTRICT #1	WATER	7/21/2023	346976	
660100	Occ Exp-Utilities-Sewer	4,467.51	CITY OF SEDRO WOOLLEY	SEWER	6/9/2023	346361	
660100	Occ Exp-Utilities-Sewer	4,466.76	CITY OF SEDRO WOOLLEY	SEWER	7/21/2023	346981	
660200	Occ Exp-Utilities-Electricity	1,179.54	PUGET SOUND ENERGY-BOT-01H	ELECTRIC	6/9/2023	346356	
660200	Occ Exp-Utilities-Electricity	1,066.74	PUGET SOUND ENERGY-BOT-01H	ELECTRIC	6/30/2023	346688	
660201	Occ Exp-Utilities-Electricity-Closing Bill	14.58	PUGET SOUND ENERGY-BOT-01H	ELECTRIC	6/9/2023	346356	
660201	Occ Exp-Utilities-Electricity-Closing Bill	32.77	PUGET SOUND ENERGY-BOT-01H	ELECTRIC	6/9/2023	346356	
660201	Occ Exp-Utilities-Electricity-Closing Bill	32.41	PUGET SOUND ENERGY-BOT-01H	ELECTRIC	6/30/2023	346688	
660201	Occ Exp-Utilities-Electricity-Closing Bill	17.76	PUGET SOUND ENERGY-BOT-01H	ELECTRIC	6/30/2023	346688	
660201	Occ Exp-Utilities-Electricity-Closing Bill	13.87	PUGET SOUND ENERGY-BOT-01H	ELECTRIC	7/7/2023	346774	
660500	Occ Exp-Utilities-Surface Water Mgmt	413.04	CITY OF SEDRO WOOLLEY	STORM	6/9/2023	346361	
660500	Occ Exp-Utilities-Surface Water Mgmt	412.93	CITY OF SEDRO WOOLLEY	STORM	7/21/2023	346981	
660700	Occ Exp-Utilities-Garbage	1,451.33	CITY OF SEDRO WOOLLEY	GARBAGE	6/9/2023	346361	
660700	Occ Exp-Utilities-Garbage	1,430.09	CITY OF SEDRO WOOLLEY	GARBAGE	7/21/2023	346981	

SEDRO-WOOLLEY HOUSING AUTHORITY
 Accounts Payable Report
 6/01/2023 TO 7/31/2023

Account No.	Major Account Description	Amount	Vendor Name	Voucher Description	Date	Check Number	Void
	SUBTOTAL HILLSVIEW	28,934.57					254.42
	VOIDS	(254.42)					
	TOTAL HILLSVIEW	28,680.15					
TOTAL SEDRO WOOLLEY		68,687.17					

T
A
B

N
U
M
B
E
R

3



SEDRO-WOOLLEY HOUSING AUTHORITY

TO: Board of Commissioners

FROM: Anneliese Gryta

DATE: August 30, 2023

RE: Resolution No. 486 - Approval of proposed changes to the Sedro-Woolley Housing Authority's (SWHA's) Admissions and Continued Occupancy Policy (ACOP)

Attached, for your review and approval, are changes to SWHA's ACOP to help ensure compliance with federal regulations. The following is a brief summary of the proposed changes:

- **Section I - Definitions:** Modified the definitions of Extremely Low Income Family, Flat Rent and Utility Allowance to improve clarity and ensure compliance with program regulations.
- **Section 4 - Conditions Governing Eligibility, item A.4(c):** Clarified detail relating to use and storage of information received through completion of a criminal background check through the WSP to help ensure compliance with 24 CFR § 960.204(c).
- **Section 5 - Denial of Applications/Informal Review:** added item D labeled "Denial due to Criminal History Background Screening" which clarifies the need to provide criminal records that may be used as a basis for denial to the subject of the record and applicant along with the notice of pending denial. Please note: corresponding changes have also been made to Exhibit M and Exhibit R to ensure compliance with program regulations.
- **Section 6 - Tenant Selection and Assignment Plan:** Added item F, labeled Non-Smoking and Smoke-Free Buildings to detail SWHA's policy with regard to the same.

- **Exhibit E - Income Limits:** Corrected to the effective date to the effective date set by HUD to ensure program compliance.
- **Exhibit J - SWHA Lease:** Modified the Lease format to clarify that the Lease is between the Tenant and the Sedro Woolley Housing Authority, not KCHA.
- **Exhibit P - Transfer Policy:** Corrected description of Domestic Violence under the Emergency Transfer category and inserted a new Emergency Transfer Plan as Section IX to ensure compliance with federal regulations under the Violence Against Women's Act (VAWA of 2013).
- **Exhibit S - Disposition of Records:** Edited to clarify that copies of the Social Security card are not to be disposed - they are maintained in the tenant file.

In addition, formatting changes have been made to the ACOP, such as inserting headings and page numbers at the top of each page, to improve tracking and readability.

Prior to implementing these proposed ACOP changes, SWHA must have Board approval of related changes. As a result, Staff recommends approval of Resolution No. 486, effective immediately.

Admission and Continued Occupancy Policy

ACOP

**STATEMENT OF POLICIES GOVERNING ADMISSION TO AND CONTINUED OCCUPANCY
OF THE PUBLIC HOUSING DEVELOPMENTS OPERATED BY THE HOUSING AUTHORITY OF THE CITY OF
SEDRO-WOOLLEY**

Adopted June 2023

Revised August 30, 2023

TABLE OF CONTENTS

INTRODUCTION	General Policy Statements
Section 1	Definition of Terms
Section 2	Receipt of Applications
Section 3	Occupancy Standards
Section 4	Conditions Governing Eligibility
Section 5	Denial of Assistance
Section 6	Tenant Selection
Section 7	Leasing of Dwelling Units
Section 8	Verification and Documentation of Data (Applications, Housings, and Recertifications)
Section 9	Determination of Total Tenant Payment and Tenant Rent
Section 10	Annual Recertification
Section 11	Continued Occupancy Issues

EXHIBITS

Exhibit A	List of Income Inclusions
Exhibit B	List of Income Exclusions
Exhibit C	Clarification on Income, Assets, Allowances
Exhibit D	Schedule of Flat Rents
Exhibit E	Income Limits
Exhibit F	Income Targeting Guidelines
Exhibit G	Acceptable Forms of Verification
Exhibit H	Verification Instructions for Tenant - Selection Preferences
Exhibit I	Grievance Hearing Procedures
Exhibit J	Dwelling Lease
Exhibit K	Calculation of Assistance Following Immigration Verification
Exhibit L	Accommodation of Persons with Disabilities
Exhibit M	Confidentiality of Applicant/Tenant Records
Exhibit N	Reserved
Exhibit O	Schedule of Maintenance Charges
Exhibit P	Transfer Policy
Exhibit Q	Reserved
Exhibit R	Rejection of Applicants/Review Process
Exhibit S	Disposition of Records Policy
Exhibit T	Reserved
Exhibit U	Lead-Based Paint Notice

SECTION 1 DEFINITION OF TERMS

Revised 08/30/2023

Adjusted Annual Income: Adjusted Income means Annual Income less the following deductions: (See Exhibit C for additional guidelines on how to calculate any deductions or allowances.)

1. A deduction of \$480.00 for each Dependent.
2. A deduction of \$400.00 for any Elderly Family or Disabled Family.
3. The sum of the following, to the extent the sum exceeds three percent of annual income:
 - a. Unreimbursed medical expenses of any elderly family or disabled family; and
 - b. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus.
4. A deduction for child care expenses for the care of children under 13 years of age, but only where such care is necessary to enable a Family member to be gainfully employed or to further their education. The amount deducted will reflect reasonable charges for child care and will be allowed only to the extent that such amounts are not reimbursed. In the case of child care necessary to permit employment, the amount deducted will not exceed the amount of income received from such employment.

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and childcare expenses for children under 13 years of age. Other allowance can be given at the discretion of the Housing Authority.

Alternative non-public housing rent: The monthly rent charged to a Non-public housing over-income household. The rent is equal to the greater of:

1. The applicable fair market rent, as defined in [24 CFR part 888, subpart A](#), for the unit; or
2. The amount of the monthly subsidy provided for the unit, which will be determined by adding the per unit assistance provided to a public housing property as calculated through the applicable formulas for the Public Housing Capital Fund and Public Housing Operating Fund.
 - a. For the Public Housing Capital Fund, the amount of Capital Funds provided to the unit will be calculated as the per unit Capital Fund assistance provided to a PHA for the development in which the family resides for the most recent funding year for which Capital Funds have been allocated;
 - b. For the Public Housing Operating Fund, the amount of Operating Funds provided to the unit will be calculated as the per unit amount provided to the public housing project where the unit is located for the most recent funding year for which a final funding obligation determination has been made;
 - c. HUD will publish such funding amounts no later than December 31 each year.

Annual Income: All amounts, monetary or not, that (See Exhibit A):

1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
3. Are not specifically excluded from annual income (See Exhibit B).

Dwelling Lease: A rental agreement between the Housing Authority and the tenant in the form shown in Exhibit J of this policy. The Dwelling Lease (or a Rider to the Dwelling Lease) will, among other things, reflect the rent currently being charged and the conditions governing occupancy.

Economic Self-Sufficiency Program: Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program); or other work activities.

EIV (Enterprise Income Verification): A HUD web-based system used to validate tenant reported income including wages, unemployment, Social Security, SSI and other income and benefits.

Elderly Family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Elderly Person: A person who is at least 62 years of age.

Eligible Immigration Status: An immigration status in one of the following categories:

1. A noncitizen lawfully admitted for permanent residence, as defined by Section 101(a)(20) of the Immigration and Nationality Act (INA), as an immigrant, as defined by Section 101(a)(15) of the INA ([8 U.S.C. 1101 \(a\)\(20\) and 1101\(a\)\(15\)](#), respectively) (immigrants). (This category includes a noncitizen admitted under Section 210 or 210A of the INA ([8 U.S.C. 1160](#) or [1161](#)), (special agricultural worker), who has been granted lawful temporary resident status);
2. A noncitizen who entered the United States before January 1, 1972, or such later date as enacted by law, and has continuously maintained residence in the United States since then, and who is not eligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under Section 249 of the INA ([8 U.S.C. 1259](#));
3. A noncitizen who is lawfully present in the United States pursuant to an admission under Section 207 of the INA ([8 U.S.C. 1157](#))(refugee status); pursuant to the grant of asylum (which has not been terminated) under Section 208 of the INA ([8 U.S.C. 1158](#))(asylum status); or as a result of being granted conditional entry under Section 203 (a)(7) of the INA ([8 U.S.C. 1153\(a\)\(7\)](#)) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity;
4. A noncitizen who is lawfully present in the United States as a result of an exercise of discretion by the Attorney General for emergent reasons or reasons deemed strictly in the public interest under Section 212(d)(5) of the INA ([8 U.S.C. 1182\(d\)\(5\)](#))(parole status);
5. A non-citizen whose deportation is being withheld under section 243(h) of the INA ([8 U.S.C. 1253\(h\)](#)) (as in effect immediately before April 1, 1997) or section 241(b)(3) of the INA ([8 U.S.C. 1231\(b\)\(3\)](#)) (as amended by section 305(a) of division C of the Omnibus Consolidated Appropriations Act of 1997, Pub. L. No. 104-208, 110 Stat. 3009-597 (1996)); or
6. A noncitizen lawfully admitted for temporary or permanent residence under Section 245A of the INA ([8 U.S.C. 1255\(a\)](#))(amnesty granted under INA 245A).

Extremely Low-Income Families: Those families whose incomes do not exceed the higher of the Federal poverty level or 30% of the median income for the area, as determined by the HUD Secretary with adjustments for smaller and larger families. ~~Those families whose incomes do not exceed 30% of the median income for the area, as determined by the HUD Secretary with adjustments for smaller and larger families.~~

Single Person: A person who lives alone or intends to live alone, and who does not qualify as an elderly or displaced person, a person with disabilities, or, (for continued occupancy) as the remaining member of a tenant family.

Social Security Number: The number that is assigned to a person by the Social Security Administration of the Department of Health and Human Services, and that identifies the record of the person's earnings that are reported to the Administration.

Spouse: The husband or wife of the Head of Household.

Standard Replacement Housing: For selection preference purposes, standard replacement housing is housing

1. That is decent, safe, and sanitary;
2. That is adequate for the family size (according to the Authority's occupancy standards); and
3. That the family is occupying pursuant to a lease or occupancy agreement.

Such housing does not include transient facilities (such as motels, hotels or temporary shelters for victims of domestic violence or homeless families not the housing unit in which the applicant and the applicant's spouse or other member of the household who engages in such violence lives).

Tenant: Any lessee or the remaining head of the household or any tenant family residing in housing accommodations covered by [24 CFR 966](#).

Tenant Rent: The amount payable monthly by the Tenant as rent to the Housing Authority. According to this policy, Tenant Rent is set at either:

1. The Flat Rent established by the Housing Authority for the unit in which the Tenant resides; or
2. The Income-based Formula Rent based on total household income and allowances and determined in accordance with guidelines and procedures outlined in this policy.

Total Tenant Payment (TTP): For tenants paying the Income-based Formula Rent, the amount of the maximum monthly obligation by the Tenant for payment of rent and utilities as calculated according to this Policy (see Section 9). TTP is the greater of:

1. 10% of monthly household income;
2. 30% if adjusted household income;
3. The Welfare Rent; or,
4. The Minimum Rent established by the Housing Authority.

The TTP does not include charges for excess utility consumption or other miscellaneous charges. The TTP, less the established Utility Allowance, is the monthly Tenant Rent payable by a household choosing the Income-based Formula Method of rent calculation. For Tenant's selecting the Flat Rent option, ~~no utility allowance is provided, therefore the TTP is equal to the Tenant Rent~~ the Flat Rent, less the established Utility Allowance is the monthly Tenant Rent payable.

USCIS: The United States Citizenship and Immigration Service.

Utilities: Utilities means electricity, gas, other heating, refrigeration and cooking fuels. Telephone service is not included as a utility.

Utility Allowance: ~~For Tenants paying the Income-based Formula Rent ONLY.~~ If the costs of Utilities and other housing services for an assisted unit are not included in the Tenant Rent but are the responsibility of the Family occupying the unit, an amount equal to the estimate made by the Housing Authority of the monthly cost of a reasonable consumption of such utilities and other services of the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

~~Tenants choosing to pay the Flat Rent do not receive a Utility Allowance.~~ A utility allowance is not provided to a Non-public housing over-income family.

Utility Reimbursement: Applies ONLY to Tenants paying the Income-based Formula Rent. The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the Family occupying the unit.

Very Low-Income Family: A Low-Income Family whose Annual income does not exceed the Very Low-Income Limit, which is 50% of the median income for the area (AMI), as determined by HUD, with adjustments for smaller and larger families.

Violent Criminal Activity: Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded separately or jointly, by federal, state or local governments.

Welfare Benefit Reduction: A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program, or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

“Welfare reduction” does not include a reduction or termination of welfare benefits by the welfare agency:

1. At the expiration of a lifetime or other time limit on the payment of welfare benefits;
2. Because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
3. Because a family member has not complied with other welfare agency requirements.

SECTION 4 CONDITIONS GOVERNING ELIGIBILITY

Revised 06/14/202308/30/2023

A. General Guidelines

1. In determining an applicant's eligibility for admission, the Authority will evaluate all household members to determine their eligibility for the Public Housing program (See 4.B.) as well as their suitability as tenants. The Authority will reject any application where any household member would be reasonably expected to have a detrimental effect on other tenants, the development environment, or Housing Authority employees, or, it is determined that the applicant would be unable to manage their household or comply with or be held accountable for the Lease terms.
2. In making the determination on tenant suitability, the Authority will assure that all tenant selection is objective and reasonable. The Housing Authority will look at past conduct as an indicator of future conduct. The Authority will consider reasonable and objective aspects of the applicant's background including the following general areas (See Sections 4.B. and 4.C):
 - a. History of meeting financial obligations, especially rent;
 - b. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
 - c. History of criminal activity by any household member involving drug-related criminal activity, violent criminal activity, or other criminal activity that would adversely affect the health, safety, or right to peaceful enjoyment of the premises by other of other tenants or staff or cause damage to the property (see definitions Section 1);
 - d. History of disturbing neighbors or destruction of property;
 - e. History of having committed fraud in connection with any federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
 - f. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.
3. The Authority will rely on third party sources of information which may include, but not be limited to, Housing Authority records, personal interviews, a minimum of three years' prior Landlord References, social workers, parole officers, criminal and court records, clinics, physicians, police departments, employers, etc.
4. The Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:
 - a. A credit check of the head, spouses and co-head;
 - b. A rental history check of all adult family members;
 - c. A criminal background check conducted on all adult household members, including live-in aides. This check will be made through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC). All criminal background check results will be kept in an eligibility review file in a locked file cabinet. Once reviewed and its use is no longer required for its intended purpose, the ~~and certified~~ criminal background check is destroyed. However, the ~~except for the~~ top portion of the WSP request which is kept in the applicant file to document that the review has been completed;
 - d. A check of the [United States Department of Justice National Sex Offender Public Website \(NSOPW\)](#) for each adult household member, including live-in aides. No individual subject to "life-time" registry

SECTION 5 DENIAL OF APPLICATION/INFORMAL REVIEW

Revised 06/14/2023

A. Applicant Removal from Waiting List

Any applicant whose name is being removed from the waiting list will be notified by the Housing Authority, in writing, that they have 10 calendar days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The Housing Authority system of removing applicant names from the waiting list may not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the Housing Authority will verify that there is in fact a disability and the disability caused the failure to respond, and provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

B. Informal Review

If the Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 10 business days of the denial (See Exhibit R). The Housing Authority will describe how to obtain the informal review.

The informal review may be conducted by any person designated by the Housing Authority, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the Housing Authority's decision. The Housing Authority must notify the applicant of the final decision within 14 calendar days after the informal review, including a brief statement of the reasons for the final decision.

C. Denial due to immigration status

Families denied assistance as a result of their immigration status will be informed of their right to request an appeal of the results of the USCIS verification to the USCIS or request an Informal Hearing with the Housing Authority (in lieu/upon completion of the USCIS appeal). The notice will also inform the applicant:

1. Of the reason for the denial;
2. That they may be eligible for proration of assistance based on the number of family members with "eligible immigration status";
3. Of the time limits and procedures that must be followed when requesting an appeal to the USCIS or Housing Authority;
4. That assistance may not be delayed, denied or reduced until the conclusion of the USCIS appeal process, but, that assistance may be delayed while awaiting the outcome of the Housing Authority's Informal Hearing process.

D. Denial due to Criminal History Background Screening

Before denial of admission on the basis of criminal background record, household will be notified of the proposed action. A copy of the criminal record will be provided to the subject of the record and the applicant along with the notice of pending denial described above. The applicant will be provided an opportunity to dispute the accuracy and relevance of that record through the informal review process.

SECTION 6 TENANT SELECTION AND ASSIGNMENT PLAN

Revised 06/14/202308/30/2023

A. Income Targeting Requirements

The Housing Authority will adhere to the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income (extremely low-income families). To insure this requirement is met, the Housing Authority will quarterly monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, the Housing Authority will skip higher income families on the waiting list to reach extremely low-income families.

If there are not enough extremely low-income families on the waiting list, the Housing Authority will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

B. Income Mixing/De-concentration of Poverty in Family Developments

In accordance with federal law and federal implementing regulations, it is the policy of the Housing Authority to provide for de-concentration of poverty and encourage income mixing by bringing higher income families into lower income family developments and lower income families into higher income family developments. Toward this end, the Housing Authority will “skip” families on the waiting list to reach other families with a lower or higher income. The Housing Authority will accomplish this in a uniform and non-discriminating manner.

The Housing Authority will affirmatively market its housing to all eligible income groups. Lower income applicants will not be steered toward lower income developments and higher income applicants will not be steered toward high income developments.

Where necessary in order to comply with de-concentration regulations, the Housing Authority may offer incentives to encourage applicant families whose income classification would help to meet the de-concentration goals of a particular development. Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.

Prior to the beginning of each fiscal year, the Housing Authority will analyze the income levels of families residing in its family developments in order to determine whether special marketing strategies or de-concentration incentives need to be implemented.

C. Local Preferences

The Housing Authority will select families sequentially based on date and time, within each bedroom size category and based on the following local preference categories:

1. **Local Preference Number 1** - Applicants who have documented that they meet one of the three urgent housing need categories (note: see Exhibit H for a complete listing of the definitions of each category, the criteria established to meet them, and verification procedures necessary for documentation any claimed preferences):
 - **Involuntarily Displaced.** An applicant is or will be considered involuntarily displaced if the applicant has vacated or will have to vacate the unit where the applicant lives because of one or more of the following:
 - Displacement by disaster;
 - Displacement by government action;
 - Displacement by action of a housing owner;

- Displacement by domestic violence (domestic violence is defined as actual or threatened physical violence directed against one or more members of the applicant family by a spouse or other member of the applicant's household);
 - Displacement to avoid reprisals;
 - Displacement by hate crimes (hate crimes are actual or threatened physical violence of intimidation that is directed against a person or his or her property and that is based on the person's race, color, religion, sex, national origin, handicap, or familial status);
 - Displacement by inaccessibility of unit;
 - Displacement because of HUD disposition of a multifamily project.
- **Substandard Housing.** A family is living in substandard housing if they are living in housing that:
 - Is dilapidated;
 - Does not have operable indoor plumbing;
 - Does not have a usable flush toilet inside the unit for the exclusive use of the family;
 - Does not have electricity, or has inadequate or unsafe electrical service;
 - Does not have a safe or adequate source of heat;
 - Should, but does not, have a kitchen;
 - Has been declared unfit for habitation by an agency or unit of government.
 - **Rent Burden.** A rent-burdened family is a family who is currently paying more than 50% of total family income for rent and utilities.
2. **Local Preference Number 2** - All other applicants will receive preference number 2 and will be selected according to the date and time of their application but only after applications for local preference number one have been exhausted.

Notwithstanding the above, applicants who are elderly, disabled, or displaced will be offered housing before other single persons.

D. Buildings Designed for the Elderly and Disabled ("Mixed Population Buildings")

Using the local preferences above, preference for "mixed population buildings" will be given to elderly and disabled applicants. If there are no elderly or disabled applicants on the waiting list, preference will then be given to "near-elderly" applicants as defined in Section I. If there are no "near-elderly" families on the waiting list, units will be offered to applicants who qualify for the appropriate bedroom size.

E. Accessible Units

Accessible units will be first offered to current tenants who have documented a need to transfer into an accessible unit. If there are no current tenants with this need, units will be offered within the local preferences to applicants who may benefit from the accessible features. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants must, however, sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring a unit with an accessible feature applies. Any family required to transfer will be provided at least 30 days' advance notice before being required to move. Failure to move after receipt of proper notification will be considered a violation of the Dwelling Lease.

F. Non-Smoking and Smoke Free Buildings

The Housing Authority may designate certain buildings as Non-Smoking or Smoke Free. Residents, other household members, visitors and guests are not allowed to smoke within the common areas and hallways of these buildings, inside dwelling units, or, within any designated buffer zones surrounding the building exterior of sites designated as Non-smoking or Smoke Free. Resident failure to adhere to non-smoking and smoke free restrictions established by the Housing Authority,

or to ensure their household members, visitors and guests abide by the policy will be considered a violation of the Dwelling Lease and could be cause for termination of tenancy.

F.G. Verification of Local Preferences

All applicants will be allowed to initially qualify for a local preference by claiming it on the Housing Authority's preference certification form. Prior to actually being offered housing, all applicants will be required to document that a claimed local preference still exists (see Exhibit G for specific verification requirements).

G.H. Denial of Local Preference

An applicant will be denied qualification for a local preference if the applicant is unable to adequately document their qualification for the claimed preference at the time of being offered housing assistance. If such verification cannot be provided, the applicant will be returned to the waiting list in the local preference for which they qualify based on their original date and time of their application.

An applicant denied a preference will receive a prompt written notice giving a brief statement of the reasons for the denial and be given an opportunity to meet with the Regional Manager of the appropriate office to review the denial. This review will be limited only to the issue of whether the applicant meets the criteria for receiving a preference.

H.I. Requests for A Specific Development Preference

Written applications will be received, in person or by mail, at any of the Authority's Management Offices for the developments operated by Housing Authority. Applicants will be informed that a request for a particular development or developments within the Housing Authority's area of operation will not be considered. All applicants will be placed on the appropriate waiting list, by bedroom size, preference, and date and time of application.

When the Housing Authority determines that a suitable unit has become available in one of the Housing Authority's developments, the Housing Authority will offer the unit to the applicant at the top of the waiting list (according to local preference, date and time and, where appropriate, income category if necessary to meet de-concentration goals.)

I.J. Offer and Rejection of Unit

If in making the offer to the family, the Housing Authority skipped over other families on the waiting list in order to meet its de-concentration goal or offered the applicant any other de-concentration incentive and the applicant rejects the unit, the applicant will not lose their place on the waiting list and will not be otherwise penalized.

If the Housing Authority did not skip over other families on the waiting list to reach this applicant, did not offer any other de-concentration incentive and the applicant rejects an offered unit two times without good cause, the applicant will forfeit their local preference and the date and time of the application will be changed to the date and time the unit was rejected.

If the family, however, rejects the unit with documented good cause, they will not lose their place on the waiting list. Good cause includes reasons related to health, proximity to work, school, and child care (for those working or going to school). Good cause also includes documented situations where an applicant is temporarily unable to move at the time of the offer (such as major surgery requiring a period of time to recuperate, or serving on a jury). The applicant will be offered the right to an informal review of the decision to alter their application status.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three years. If granted after that date, the maximum period of time for assistance under the provision is 18 months. The Housing Authority will grant each family a period of six months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Housing Authority will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The family's assistance is prorated in the following manner:

1. Determine the 95th percentile of gross rents (tenant rent plus utility allowance) for the Housing Authority. The 95th percentile is called the maximum rent.
2. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.
3. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
4. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

UTILITY ALLOWANCE (~~INCOME-BASED FORMULA RENT ONLY~~)

The Housing Authority will establish a utility allowance for all check-metered utilities and for all tenant-paid utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, the Housing Authority will review the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy efficient appliances, etc.). Allowances will be evaluated at least annually and adjusted any time the review indicates the probability of a significant change in reasonable consumption requirements (including completion of modernization or other energy conservation measures implemented by the PHA) together with utility rate changes, result in a change of 10% or more since the last revision to the allowances.

The utility allowance will be subtracted from the family's TTP, as defined in this policy, to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the Housing Authority. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belongs to the tenant. If the Utility allowance is greater than the Tenant's total tenant payment, the Housing Authority will provide utility reimbursement to the Family.

For Housing Authority paid utilities, the Housing Authority will monitor the utility consumption of each household. Any consumption in excess of the allowance established by the Housing Authority will be billed to the tenant quarterly.

EXHIBIT E. INCOME LIMITS

Revised ~~06/14/2023~~08/30/2023

THE HOUSING AUTHORITY OF THE CITY OF SEDRO-WOOLLEY, WASHINGTON

Public Housing Program Skagit County

Income Limits for

Housing Authority of Sedro Woolley

Effective ~~June 14, 2023~~ May 15, 2023

Family Composition	Extremely Low-Income	Very Low-Income	Low-Income	Over-Income Limit
1 Person	19,150	31,900	51,050	76,560
2 Person	21,900	36,450	58,350	87,480
3 Person	24,860	41,000	65,650	98,400
4 Person	30,000	45,550	72,900	109,320
5 Person	35,140	49,200	78,750	118,080
6 Person	40,280	52,850	84,600	126,840
7 Person	45,420	56,500	90,400	135,600
8 Person	50,560	60,150	96,250	144,360
9 Person	55,700	63,800	102,100	153,120
10 Person	60,840	67,450	107,900	161,880
11 Person	65,980	71,100	113,750	170,640

ASSET LIMITS

Included in the eligibility income is the dollar amount derived from assets. **If the assets exceed \$5,000.00**, the initial eligibility income would include the income derived from the assets, or 0.75% of the total family assets, whichever is greater.

EXHIBIT J - HOUSING AUTHORITY OF THE CITY OF SEDRO- WOOLLEY - DWELLING LEASE

Revised ~~06/14/2023~~08/30/2023

SEDRO-WOOLLEY HOUSING AUTHORITY
830 TOWNSHIP ST • SEDRO-WOOLLEY, WA 98284
PHONE (800) 417-9875 or (206) 826-5320 • FAX (206) 902-9801

OFFICE USE ONLY
FORM #: 191S
HOUSEHOLD ID:
TICKLER #:
EFFECTIVE DATE:

DWELLING LEASE

Client No: A/R Date:
Unit No: BD Size:

This lease is executed this day of , 20 , by and between The Housing Authority of the City of Sedro-Woolley, Washington, a public corporation ("Housing Authority"), and ("Tenant").

IT IS AGREED THAT:

The Housing Authority, relying upon the representation of the Tenant as to Tenant's household composition, income, and need, hereby Leases to the Tenant upon the conditions hereinafter provided, the unit or residence located at

Washington ("premises"), Zip Code , to be occupied exclusively as a private dwelling and only residence by the Tenant and family (see Section 6.K), composed exclusively of the household members listed below (or the household members listed on the applicable Rider to the Dwelling Lease). Requests for additions to the household members listed below, including foster children and live-in attendants, but excluding newborn children of the Tenant family, must be approved in advance and in writing by the Housing Authority. Approval for residency of live-in attendants and foster children will not be unreasonably withheld by the Housing Authority.

Table with 3 columns: FULL NAME, RELATIONSHIP TO HEAD, DATE OF BIRTH. Includes asterisks for each entry.

The Tenant shall have the right to occupy the premises during the period from , 20 to the commencement of the Lease term on the terms and conditions set forth upon payment of \$ as rental for the partial month until the beginning of the term. This Lease shall begin on . The term of this Lease shall be for one year and shall renew automatically for the same period, unless terminated as provided by this Lease or by law; provided, however, the Housing Authority reserves the right to

modify the terms and conditions of this Lease as provided in Section 12 of this Lease. The monthly rental is \$ or such other sum as the parties may agree upon in writing. This amount is due on or before the first day of each month at the place designated in writing by the Housing Authority and is considered delinquent if not received by the seventh (7th) calendar day of the month. The amount of the rent shall remain in effect until adjusted in accordance with the provisions of this Lease. Cash payments are not acceptable.

The rental amount is based on one of two -Tenant chosen methods: (1) "Income-based" Rent - Rent is based on the amount of income and other information provided by the Tenant , with a Minimum Rent of \$25 per month; or (2) "Flat Rent" - Rent is based on the Housing Authority-determined Flat Rent for this unit. If the Tenant has selected the "Flat Rent" option, they may request a re-examination and change to the "Income-based Rent" at any time the family's income has decreased, or on-going expenses (such as child care or medical costs) have increased or any other circumstances occur creating a hardship for the family that would be alleviated by a change in rent. A Tenant requesting a rent change under such circumstances would remain under the Income-based calculation method until the time of their next Annual Review. The Tenant may change rent calculation methods at their annual recertification. If a Tenant is paying the Minimum rent and their circumstances change creating an inability to pay the rent, the Tenant may request suspension of the minimum rent because of a recognized hardship as outlined in the Admissions and Occupancy policy.

The rental charge includes minimum water, sewer, garbage collection charges and , according to the current Schedule of Utilities posted in the Housing Authority Area Office ("Area Office"). The utility allowance established by the Housing Authority may be modified at its discretion upon thirty (30) days notice to Tenant in accordance with Section 12 of this Lease. Tenants using more than the maximum allowance for any utility service shall pay for such excess in accordance with the current Schedule of Utilities posted in the Area Office. If heat or hot water is to be supplied by the Housing Authority according to the current Schedule of Utilities, the Housing Authority agrees to furnish same as specified by law. The Housing Authority shall not, however, be liable for failure to supply any of the above services for any cause beyond its control. The Housing Authority's responsibilities are further outlined in Section 7 of the Terms and Conditions of this Lease.

If heat is to be supplied by the Tenant, the Tenant agrees to furnish heat to the premises to prevent damage to the premises. If, for any

reason, the Tenant is unable to maintain sufficient heat, Tenant shall immediately notify the Housing Authority. Tenant shall pay for any damages to the unit resulting from Tenant's failure to maintain sufficient heat or to notify the Housing Authority of the lack of sufficient heat due to any cause beyond the Tenant's control.

TERMS AND CONDITIONS

The following terms and conditions of occupancy ("terms") are made part of this Lease:

1. TERMS OF OCCUPANCY. Rental and/or recurring occupancy charges are payable in advance without demand or billing at the place designated in writing by the Housing Authority, on or before the first day of each calendar month and are delinquent if received after the seventh (7th) calendar day of the month. If full rent is not received on or before the 7th calendar day of the month, a late rent charge of \$10 will be charged for the next three (3) day period. Thereafter, a charge of \$2 shall be made for each additional day the rent remains unpaid subject to a maximum of \$30. Charges for partial periods of occupancy shall be prorated over the number of days in a month in which the unit is occupied by the Tenant. The Tenant further agrees to pay in accordance with Section 6.I of this Lease any charges determined in accordance with the Housing Authority's current schedules and arising from the Tenant's failure to perform obligations under this Lease. If a Tenant check is returned for insufficient funds, the Housing Authority shall bill the Tenant for the amount the bank charges for processing the returned check. Thereafter, the Housing Authority may require all future rental payments to be made by cashier's check or money order.

Tenant shall pay a security deposit of \$_____ at the time of execution of this Lease. The deposit will be held at U.S. Bank of Washington, Tukwila-Andover Park office, 151 Andover Park E., Tukwila WA 98188, accruing no interest, and will be returned at the termination of this Lease less any charges assessed by the Housing Authority in accordance with the terms of this Lease. The Housing Authority shall provide the Tenant with a written receipt for the deposit showing the amount of the deposit. When necessary, and with the written approval of the Housing Authority, the Security Deposit may be made in two payments - (one-half in advance and one-half with the second month's rent payment). Tenant shall be responsible and shall reimburse the Housing Authority for damages to the premises, or to any equipment supplied by the Housing Authority, beyond normal wear and tear. If charges are made against Tenant's deposit, the Housing Authority will mail to the Tenant at the address last known or provided to the Housing Authority a written estimate and/or statement of the basis of such charges within fourteen (14) days after the Housing Authority determines that the Tenant has vacated, together with any refund due. No deposit may be withheld to compensate for wear resulting from reasonable use.

The Housing Authority reserves the right to adjust any written estimate of charges either up or down, to reflect actual costs of repair or replacement. If the actual costs are less than the funds retained, the excess shall be promptly paid to the Tenant. If the actual costs exceed the funds retained, the Tenant shall promptly pay the excess after proper billing by the Housing Authority.

2. USE AND OCCUPANCY OF DWELLING. Tenant shall use and occupy the premises exclusively as a private dwelling for Tenant and family (as listed on this Lease or any attached Rider) and for no other purpose and only during such time as Tenant may be eligible. Tenant must live in the unit and the unit must be Tenant's only place of residence. Tenant shall not occupy, or receive assistance for occupancy of, any other unit assisted under any Federal Housing assistance program during the term of this Lease. Tenant shall not assign this Lease, sublet or transfer possession of the premises, or give accommodation to boarders or lodgers, whether paying or not, without the written consent of the Housing Authority. Tenant shall notify the Housing Authority of any absences from the dwelling unit (defined to mean that no member of the Tenant family is residing in the unit) and shall not be absent from the unit for periods of time in excess of the policy as stated in the Authority's Admissions and Occupancy Policy). This provision does not exclude reasonable accommodation to Tenant's guests or visitors for a reasonable period, provided that any person staying at the premises more than fourteen (14) days in a three (3) month period shall be reported to the Housing Authority by the Tenant for such review as may be appropriate under Section 5 of this Lease. Tenant shall comply with all laws affecting the use or occupancy of the premises and with all rules and regulations now or hereafter established or modified by the Housing Authority.

In the event that, during the term of the Lease, the Tenant develops a physical or mental impairment which is permanent or is of long continued duration and which impedes the Tenant's ability to meet the requirements of the Lease (including Lease violations which endanger or jeopardize the Tenant's, other resident's, or Housing Authority's welfare or property) and the Housing Authority cannot make a reasonable accommodation which enables the Tenant to comply with the Lease, the Housing Authority may terminate this Lease and the tenancy and require the Tenant to move.

3. TERMINATION OF THE LEASE.

A. Good Cause. This Lease may be terminated by the Housing Authority giving the Tenant written notice of **good cause** for termination thirty (30) days prior to the expiration of the Lease term. The Tenant shall, however, pay rent and be responsible for the premises until the termination of the Lease, until the return of all keys to the Area Office or until the premises are actually vacated, whichever occurs last. Good cause includes, but is not limited to, failure to make payments required under the Lease; chronic rent delinquency as described in Section 6.C of this Lease; serious or repeated interference with the rights of neighbors or employees, including those listed in Section 6.E of this Lease; serious or repeated damage to the premises; serious or repeated failure to comply with material agreements, including without limitation the Tenant Responsibilities listed in Section 6 of this Lease; creation of serious physical, sanitary, or safety hazards; criminal activity or drug-related criminal activity as defined in Section 3.D; alcohol abuse that the Housing Authority determines threatens the health, safety, or right to peaceful enjoyment of the premises by other residents; misrepresentation of any material fact on the application or at any time during occupancy; failure of the Tenant to accept, sign, and return any new Lease or Lease Amendment contemplated under Section 12 of this Lease; failure of the Tenant to comply with the Community Service Requirement; or other good cause.

B. Noncompliance with Lease. In the case of noncompliance with any provision of this Lease, other than noncompliance listed in Section 3.C or 3.D below, or the failure of the Tenant to accept, sign and return a new Lease or Lease Amendment contemplated under Section 12 of this Lease, the Housing Authority may give the Tenant a warning notice ("Warning Notice"), requiring the Tenant to comply within ten (10) days. If the Tenant fails or refuses to comply within ten (10) days after service of the Warning Notice, the Housing Authority may issue, at any time thereafter during the Lease term, a thirty (30) day notice of termination of tenancy for good cause.

C. Failure to Pay Rent. In the case of nonpayment of rent, the Housing Authority may give the Tenant Notice to pay rent within three (3) days after service of the Notice. The Notice shall inform the Tenant of the amount of rent due and owing; and that if the Tenant fails to pay the rent and remains in possession, an unlawful detainer suit may be initiated on the fourth (4th) day after the

date of said notice asking for a court order terminating the tenancy and evicting the Tenant from the unit on or after the fourteenth (14th) day from the date of said notice.

D. Criminal and/or Drug Related Activity. If a tenant or any household member engages in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Public Housing premises of other tenants or of employees of the Housing Authority; or any drug-related criminal activity on or off the premises (defined as the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use of a controlled substance as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 502]) the Housing Authority may give the Tenant Notice to vacate within three (3) days after service of the Notice according to RCW 59.12.030(5), or other applicable statute. Additionally, if any guest or other person under the Tenant's control engages in criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Public

Housing premises by other tenants or employees of the Housing Authority; or any drug-related criminal activity (as defined above) on or near the premises, the Housing Authority may serve the Tenant with a Notice to vacate within three (3) days after service of the Notice according to RCW 59.12.030(5), or other applicable statute.

The Housing Authority, when evicting a Tenant under this section, shall notify the local post office when such Tenant is no longer residing in the dwelling unit. Drug-related or other criminal activity is cause for eviction even in the absence of conviction or arrest.

E. Any notice of Lease termination shall:

- (1) State the reason for the termination (i.e., criminal activity, drug-related criminal activity, non-payment of rent, etc.)
- (2) Inform the Tenant of their right to make such reply as they may wish;
- (3) State that the Tenant is entitled to a grievance hearing on the termination;
- (4) Inform the Tenant of their right, upon request, to examine (and copy at their own expense) prior to the grievance hearing (if applicable) or court trial documents, recordings, or regulations directly related to the termination of tenancy or eviction.

F. Any notice which is required by state law or by federal law shall be combined with, or run concurrently with, a notice of Lease termination under Section 3.A.B.C. and D. of this Lease.

G. On or before the date of termination of tenancy, the Tenant must quietly and peacefully vacate the premises and surrender possession thereof to the Housing Authority. If the Tenant vacates the premises according to such notice, the Lease shall be terminated (1) when the Tenant vacates and returns all keys to the premises to the Area Office; or (2) the day following the termination effective date of the notice served, whichever occurs later. Upon such termination, Tenant shall leave any equipment or furnishings provided by the Housing Authority in good order and repair, reasonable wear and tear excepted.

H. If the tenant abandons the dwelling unit, the Housing Authority shall take possession of the tenant's personal property remaining on the premises and shall store and care for the property. The Housing Authority will consider the unit to be abandoned when a tenant has fallen behind in rent and has clearly indicated by words or actions an intention not to continue living in the unit. The Housing Authority has a claim against the tenant for reasonable costs and expenses incurred in removing the property, storing and caring for the property, and in disposing of the property. If the personal property left by Tenant is stored, the Housing Authority will mail a written notice to the Tenant at the address last known or provided to the Housing Authority notifying the Tenant that specified articles are being stored at a specific location and that said articles are deemed abandoned and will be disposed of without sale and without further notice forty-five (45) days after the date of the notice unless claimed and removed by the Tenant.

I. This Lease will terminate automatically if the unit is rendered uninhabitable due to the action or inaction of the Tenant or member of the Tenant's household.

J. Termination by Tenant Notice. At any time, the Tenant may give to the Housing Authority fifteen (15) days notice in writing of the termination of the Lease. (Tenant shall be liable for rent up to the end of the 15 days for which notice was required, or, to the date the unit is re-rented, whichever date comes first.)

K. Termination of Lease Upon Death of Tenant. Upon the death of the Tenant this Lease shall terminate immediately.

L. Restraining Order. Any court order which restrains, in any way, the Tenant from entering, occupying, approaching, or being in proximity of the premises for a duration lasting more than ninety (90) days shall be deemed to be good cause to terminate the Tenant's tenancy upon thirty (30) days notice.

4. **NOTICES.** Any notice required by this Lease or by law to be served upon the Housing Authority shall be sufficient if delivered by Tenant or Tenant's agent to the Housing Authority Manager at the Area Office or sent by first class mail, postage prepaid, properly addressed to the Area Office Manager, or to any person designated in writing by the Housing Authority. Except for notices required under Section 9 and/or 12 of this Lease, any notice required by this Lease or by law to be served upon the Tenant shall be served either (1) by delivering a copy personally to the Tenant or (2) if the Tenant is absent from the premises, by leaving there a copy, with a person of suitable age and discretion residing at the premises, and sending a copy through the mail addressed to the Tenant at Tenant's residence; or (3) if a person of suitable age and discretion residing at the premises cannot be found, then by affixing a copy of the notice in a conspicuous place on the premises and also sending copy through the mail first class postage prepaid and addressed to the Tenant at the premises. If the Tenant is visually impaired, all notices shall be made in an accessible format.

Service of process shall be made to the Tenant in accordance with the requirements of RCW 59.12.

5. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY.

A. **ANNUAL REVIEWS.** Tenants whose rent is based on the "Income-based rent" method shall annually submit to the Housing Authority true, complete and accurate information as to source and amount of Total Family Income and composition in order for the Housing Authority to determine the appropriate rent, the appropriate size of the unit, and the tenant's eligibility for continued occupancy. Such annual review will be conducted in accordance with the Admissions and Occupancy Policy Governing Eligibility and Continued Occupancy ("Admissions and Occupancy Policy") posted at the Area Office. Tenants whose rent is based on the "Flat-rent method" option will only have income reviews conducted once every three years. Tenants who have chosen this option, however, will undergo an Annual review of their compliance with any Community Service requirements attributed to their tenancy (as outlined in the Admissions and Occupancy policy), and will continue to have their unit inspected at least annually. In addition, all Tenants will be notified and be given the opportunity to annually select their rent calculation method and will be advised of any income that will be excluded from consideration (for example, increased earnings due to employment shall be excluded during the twelve-month period following hiring for families whose income has increased because of the employment of a family member who was previously unemployed for one or more years, because of participation in a self-sufficiency program, or after they were assisted by a State TANF program within the last six months). Rent determined at the Annual Review shall remain in effect until the next Annual Review Date unless (1) a Special Review is scheduled by the Housing Authority in accordance with the Admissions and Occupancy Policy; or (2) an Interim Review of Family Income is requested by the Tenant and/or warranted under the Admissions and Occupancy Policy.

B. **REPORTING CHANGES/INTERIM REVIEWS.** Tenants whose rent is calculated under the Income-based method agree to provide written notification to the Manager at the Area Office of any changes in the size or composition of Tenant's family or in the amount or source of income of the family within ten (10) business days of such change. The Manager will then make a determination as to whether the reported change requires an Interim Review of Family Income in accordance with the Housing Authority's Admissions and Occupancy Policy (posted at each Area Office).

Tenants paying the Flat Rent agree to report to the Housing Authority, within ten (10) business days, any changes in the size or composition of Tenant's family. In addition, Flat Rent Tenants may request an Interim Review in order to be returned to the Income-based calculation method as a result of any decrease in income or increase in expenses or other circumstances creating a hardship for the Tenant family that would be alleviated by a change in rent.

If Tenant has a decrease in income or an increase in allowable deductions, and applies for a decrease in rent or change from a Flat Rent to an Income-based rent, Tenant shall be given an appropriate adjustment according to the Admissions and Occupancy Policy. After such a decrease in rent, Tenant must continue to report, in writing, all increases in Tenant's Family Income until the next Annual Review, and appropriate adjustments in rent shall be made.

Notwithstanding the provisions above, a tenant's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the tenant's failure to comply

with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud. For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements.

C. **SPECIAL REVIEWS.** Special Reviews will be scheduled by the Housing Authority and conducted under conditions as specified in the Admissions and Occupancy Policy.

D. **EFFECTIVE DATE OF RENT ADJUSTMENTS**

(1) Annual Reviews - any rent adjustment determined as a result of an Annual Review under Section 5.A. of this Lease will be effective at the Tenant's Annual Review Date, as shown on Page 1 of this Lease.

(2) Special or Interim Reviews - Rent adjustment for changes according to Subsections 5.B. and 5.C. shall become effective as follows:

(a) In the case of rent decreases, the rent adjustment will become effective the first of the month following the date the change occurred. However, if the Tenant fails to provide proper notification to the Housing Authority as required by Section 5.B., any rent adjustment will become effective as of the first of the month following the date the change was reported.

(b) In the case of rent increases, the rent adjustments will become effective the first day of the second month following the date the change occurred.

(3) Discovery of Errors - If an error in rent is revealed at any time, the Authority shall make adjustments to correct the error as follows:

(a) If the error was due to misrepresentation/fraud by the Tenant (i.e., not reporting a change, withholding information, etc.) and corrective actions result in an increased rent, such rent shall be retroactive to the first of the month following the date the misrepresentation occurred. Unless otherwise agreed to by the Housing Authority, all retroactive rent charges shall be payable the first of the month following the determination of the charge.

(b) If the error was due to the fault of the tenant and corrective action results in decreased rent, such decrease shall be retroactive to the first of the month following the date of the rent determination when the error was discovered, and the Tenant shall be reimbursed/credited accordingly.

(c) If the error was not the fault of the Tenant and corrective action results in increased rent, such rent shall be effective the first day of the second month following the date the error was discovered.

(d) If the error was not the fault of the Tenant and corrective action results in decreased rent, such rent shall be made retroactive to the first of the month following the date of the rent determination when the error was made, and the Tenant shall be reimbursed/credited accordingly.

E. Tenant agrees to sign a new Lease or Lease rider stating any changes in rent or household composition.

F. A copy of the worksheet resulting in any rent adjustment shall be made available to Tenant.

G. If the Housing Authority determined that the size of the premises is no longer appropriate to the Tenant's needs according to the Occupancy Standards in the Admissions and Occupancy Policy, Tenant agrees to move to an appropriate unit, upon reasonable notice to move of not less than seven (7) days. Tenant will be notified when an appropriate unit is expected to be ready for occupancy. The seven (7) days shall commence on the date the Lease for the second unit is executed and the Tenant is given the keys. If the seven-day period has not been extended in writing by the Housing Authority and the Tenant has not moved from the first unit into the second unit, the Lease for the second unit is automatically canceled and the Tenant shall promptly return all the keys for the second unit to the Area Office. The Tenant shall be responsible for all costs of moving if required to move for the reason given in this Subsection. If the Tenant fails to move, the Housing Authority may terminate the Lease.

H. When the Housing Authority redetermines the amount of Tenant Rent, not including determination of the Housing Authority's schedule of Public Housing Utility Allowances, or determines that the Tenant must transfer to another unit based on family composition, the Tenant shall be notified that they may ask for an explanation stating the specific grounds of the determination, and that if the Tenant does not agree with the determination, the Tenant shall have the right to request a hearing under the grievance process.

Failure to comply with this Subsection shall be considered a violation of this Lease and good cause for termination under Section 3.B.

6. **TENANT'S RESPONSIBILITIES IN OCCUPANCY.** Tenant shall comply with all rules and regulations now established or hereafter duly adopted or modified by the Housing Authority, including, but not limited to the following:

A. **Submission of Required Information** - Tenant shall complete all required forms and supply requested information in a timely manner, including information required under any HUD income-matching program. Timely is defined as the number of days specified in any correspondence or notice to Tenant requesting the information or asking the Tenant to contact the Housing Authority. Extensions of the time may be granted solely at the discretion of the Housing Authority, only once, and only for documented reasons. Examples of the information requested include family income, family composition, social security number verification, etc. Tenant shall supply any certification, release, information, or documentation as the Housing Authority determines to be necessary for an annual, special or interim re-examination.

B. **Misrepresentation/Fraud** - Tenant shall not commit any fraud or misrepresentation in connection with any federal housing assistance program. Fraud includes any fraud defined under any federal or state civil or criminal statute or appellate court decision, as well as any deliberate misrepresentation to the Housing Authority by the Tenant or a member of the Tenant's household during the application or review process. Deliberate misrepresentation includes, but is not limited to, any misrepresentation as defined in state or federal appellate court decisions, or repeated failure to report changes in family income or composition in a timely manner as well as falsely completing any application housing or review paperwork.

C. **Chronic Rent Delinquency** - Shall consistently pay rent on time (no later than the 7th calendar day of each month). Chronic repeated late payment of rent is defined as four times in a 12-month period.

D. **Community Service Requirement** - Shall perform required Community Service or be exempted therefrom. Failure to comply with the Community Service requirement shall be good cause for termination of the Tenant's tenancy.

E. **Conduct** - Shall act and cause other household members and guests to act in a manner which will not disturb other residents' peaceful enjoyment of their accommodation and will be conducive to maintaining the project in a decent, safe, and sanitary condition. Abusive, foul or threatening language or behavior, including without limitation, any harassment or other behavior that violates the Fair Housing Act or any other state, or federal law, directed toward other tenants or employees of the Housing Authority is not allowed and shall be good cause for termination of the Tenant's tenancy. Tenant and other household members and guests shall not abuse alcohol in a manner that the Housing Authority determines threatens the health, safety, and right to peaceful enjoyment of the premises by other residents. Any guest who engages in illegal activity or abusive or violent/threatening

behavior on the site will be subject to the loss of visitation privileges and will be treated as a trespasser. Trespassers may be subject to prosecution. Tenants remain subject to eviction for actions of their guests whether or not guest visitation privileges are revoked.

F. Criminal Activity/Drug-related Criminal Activity - The Tenant understands that the Housing Authority has a ONE-STRIKE, zero tolerance policy with respect to drug-related and other criminal activity. Tenant will ensure that Tenant and any household members do not engage in drug related criminal activity (as defined in Section 3.D of this Lease) on or off the premises, or, any other criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Housing Authority's public housing premises by other residents or employees of the Housing Authority. Additionally, the Tenant shall be held responsible and will ensure that any guest or other person under the Tenant's control will not engage in drug-related criminal activity (as defined in Section 3.D of this Lease) on or near the premises, or, any other criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Housing Authority's public housing premises by other residents or employees of the Housing Authority. The Tenant understands that persons subject to lifetime registration under any State Sex-offender registration program are not eligible for residency. As such the Tenant shall take all necessary action to ensure that the unit is not occupied by such persons at any time during the lease term.

Any criminal activity in violation of this section will be treated as a serious violation of the terms of the Lease and shall be cause for termination of tenancy and for eviction from the unit. The Housing Authority shall have discretion to consider all of the circumstances of a violation of this section in determining whether eviction is warranted including, the seriousness of the offense, the extent of the participation by family members, and the effects the eviction would have on family members not involved in the proscribed activity.

G. Impairment of Neighborhood - Shall refrain from illegal or other activity which impairs the physical or social environment of the project or neighborhood.

H. Maintenance/Damages

- (1) Shall keep the premises and such other areas as may be assigned to Tenant for Tenant's exclusive use in a clean, orderly, safe condition, including but not limited to, cleaning drapes, windows, walls, floors, cabinets, refrigerators, ranges and ovens, and dryer vents, watering and mowing lawns, watering trees and shrubs, keeping yard clean and neat. Tenants who, because of age or disability, are unable to perform yard maintenance (i.e., mowing lawns) shall be granted an exemption from this responsibility upon verification of eligibility.
- (2) Shall refrain from, and cause Tenant's household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or project.
- (3) Shall comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.
- (4) Shall report to the Housing Authority's Work Order Department any breakage, damage, or need for repairs to the dwelling unit or equipment therein and should promptly report any unsafe or unsanitary conditions in the common areas and grounds which may lead to damage or injury.
- (5) Shall allow inspection of the dwelling unit and necessary preventive maintenance and repairs.
- (6) Shall use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances, including elevators, and shall not use any apparatus for heating (including space heaters) except that provided by the Housing Authority without prior written consent of the Housing Authority.
- (7) Shall dispose of all ashes, garbage, rubbish and other waste into appropriate containers in such manner as prescribed by the Housing Authority and local laws.
- (8) Shall make no changes, repairs, or alterations of the premises or alterations/additions to the equipment, and shall not use tacks, nails, screws or any fasteners in any part of the premises except in a manner approved by the Housing Authority. Fencing, screen doors, or communications equipment (including satellite dishes) may not be installed without the prior written approval of the Housing Authority.
- (9) Shall not apply wallpaper or paint without the prior written approval of the Housing Authority.
- (10) Shall not install additional or different locks or gates on any doors or windows of the dwelling unit without the written permission of the Housing Authority. If such a request is approved, Tenant shall provide the Housing Authority with a key for each lock.
- (11) Shall clean the premises and all equipment supplied to the premises (including drapes and carpets where supplied) immediately prior to vacating and shall return the premises to the Housing Authority in as clean and sanitary condition as when the Tenant took possession.

I. Damage/Other Charges - Shall pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, or to the project (including damages to project buildings, facilities, or common areas) caused by the Tenant, a member of the household, or a guest. Said charges shall be made according to the current schedule of Maintenance Charges posted in the Area Office. Tenant shall also pay excess utility charges, where applicable, and late rent charges as stated in Section 1 of this Lease. Tenant agrees that payment of all such charges shall become due and collectable on the first day of the second month following the date the charge was incurred. Such charges shall be considered delinquent if not paid in full on or before the due date.

J. Boarders/Lease Assignment - Shall not assign this Lease, sublet or transfer possession of the premises, or give accommodation to boarders or lodgers, whether paying or not, without the prior written consent of the Housing Authority.

K. Private Dwelling - Shall use the dwelling unit solely as a private dwelling for Tenant and Tenant's household, as identified on this Lease or attached Lease rider, and shall not use or permit its use for any other purposes. With the written permission of the Housing Authority, the Tenant can incidentally use the premises for legally permissible income-producing purposes, so long as the business does not infringe on the rights of the other tenants. All such business-related uses of the premises must meet all zoning requirements and the tenant must have the proper business licenses and insurance.

L. Storage - Shall not store household or personal property outside the dwelling unit, other than in designated storage facilities, without prior written permission of the Housing Authority and shall store such items at the sole risk of the Tenant.

M. Vehicles - Shall park vehicles only in designated areas and shall not park trailers, boats, inoperative, disabled vehicles, or vehicles without valid registration on the premises or common areas or street without prior written approval of the Housing Authority. Tenants, members of the household, or guests parking in designated handicapped/disabled parking spaces without a state permit will be in violation of this section of their Lease and will also be subject to being towed and fined under state law. Vehicles without current license tabs will be considered to be inoperable and not allowed to remain parked on the premises, in common areas or on streets. When parking space is limited, parking may be restricted to only one vehicle per household. All Tenant's family vehicles must be registered with the Housing Authority. Only minor repairs may be done on Housing Authority property.

N. Pets - Shall not keep, maintain, harbor or board cats, dogs, or other pets of any nature on the premises except in a manner described in the Housing Authority's Pet Policy and Pet Rider to the Dwelling Lease. Pets will be allowed only after written approval from the Housing Authority and after the Tenant has posted the pet deposit, as required, and properly executed the Pet

Rider to the Dwelling Lease. The pet deposit shall be held by the Housing Authority and will be refunded to the Tenant at the termination of the Lease on the terms stated in the Pet Rider to the Dwelling Lease. A person with a disability may request approval to keep a companion or service animal that is needed as a reasonable accommodation for his or her disability. An animal needed as a reasonable accommodation is not subject to the Authority's pet policy, although it is subject to reasonable health and safety rules.

O. Fire Safety/Precautions -

(1) Shall permit no combustible material to be kept on the premises except in an approved container and shall take every precaution, including regular cleaning of dryer vents, to prevent fire.

(2) Shall make reasonable effort to assist the Housing Authority in keeping the smoke alarm operational, including providing immediate notice to the Housing Authority of any system malfunction. Any disconnecting of or tampering with smoke detectors is a serious violation of Washington State Law and this Lease.

P. Insurance Coverage - Damage to the Tenant's personal belongings due to fire, theft, water or any other type of damage shall not be the responsibility of the Housing Authority. The Tenant is encouraged to carry renter's insurance on their personal property at all times.

Q. Fireworks - The use of fireworks, or other such explosive devices, is prohibited on Housing Authority property.

R. Aerials and Antennas - Shall not place radio or television antennas, communications equipment (including satellite dishes) or other electrical connections on the dwelling unit without the prior written consent of the Housing Authority.

S. Water Beds - Shall not have a water bed.

T. Regulations - Shall abide by other necessary and reasonable regulations promulgated by the Housing Authority for the benefit and well being of the housing development and the tenants, which shall be posted in the Area Office and are incorporated by reference in this Lease.

U. Smoking in Public Areas - Shall not smoke in public areas in accordance with the Washington State Clean Indoor Air Act. Public areas include the portion of any building open to other tenants and/or the public, including community rooms, community bathrooms, lobbies, reception areas, hallways and elevators.

V. Transfer - Shall agree, upon reasonable notice (defined as at least 7 days written notice), to move to another dwelling unit in the following situations: where the Authority determines that the size or design of the unit is no longer appropriate to Tenant's needs; where the Authority determines a move is necessary in order to rehabilitate or demolish a Tenant's unit; where it is necessary to accommodate a Tenant's disability; and where a Tenant without disabilities who is housed in an accessible or adaptable unit is asked to move to a unit without such features when a Tenant with disabilities needs such a unit. Refusal or repeated failure to comply with any such rule or regulation shall constitute good cause for termination of this Lease by the Housing Authority and for eviction of Tenant in accordance with Section 3 of this Lease.

7. HOUSING AUTHORITY'S RESPONSIBILITIES. The Housing Authority agrees to accept rental money without regard to any other charges owed by the Tenant to the Housing Authority and to seek separate legal remedy for the collection of any such charges which, from time to time, may become due to the Housing Authority from the Tenant.

The Housing Authority shall maintain the buildings and common areas and grounds of the project in a decent, safe, and sanitary condition in conformity with the requirements of local housing codes and applicable rules and regulations of the Department of Housing and Urban Development. The Housing Authority shall maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the Housing Authority. The Housing Authority will provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of ashes, garbage, rubbish and other waste removed from the dwelling unit by the tenant in accordance with Section 6 of this Lease. The Housing Authority shall provide running water, and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct utility connection. The Housing Authority shall make all necessary repairs to the unit with reasonable promptness at its own cost and expense, except as otherwise provided in this Lease. If the dwelling unit is rendered uninhabitable, the tenant shall immediately notify the Housing Authority. The Housing Authority shall be responsible for repair of the unit within a reasonable time. If the tenant, household members, or guests caused the damage, the reasonable costs of the repairs shall be charged to the tenant and/or the Lease terminated. The Housing Authority shall offer standard alternative accommodations, if available, when the necessary repairs cannot be made within a reasonable time. The Housing Authority shall make a provision for rent abatement in proportion to the seriousness of the damage and loss in value if repairs are not made within a reasonable time. No abatement of rent shall occur if the tenant rejects the alternative accommodations or if the tenant, tenant's household, or guests caused the damage.

8. INSPECTION/REPAIR. Tenant agrees that prior to moving into premises, Tenant and/or Tenant's representative will inspect the premises jointly with a Housing Authority representative and that Tenant will sign the inspection report stating the conditions of the premises and the equipment in it. A copy of such inspection report signed by both parties shall be given to the tenant following the inspection, and a signed copy shall be retained in the Tenant's file. The Tenant has the right to amend the inspection statement within five (5) business days after taking possession if defects are discovered which were not found in the original inspection and which did not arise because of Tenant's failure to abide by Subsection 6 of this Lease. When the Tenant vacates, the Tenant and/or Tenant's representative may join the representative of the Housing Authority in an inspection of the premises.

Tenant agrees that a representative of the Housing Authority will be permitted to enter the premises whenever reasonably necessary, for the purpose of examining the conditions thereof or for making improvements or repairs, or for extermination, or to show the premises for leasing. In addition, the Tenant agrees that the unit shall be made available for inspection by the Department of Housing and Urban Development (HUD) or its agent and the Housing Authority as necessary in conjunction with the HUD's annual inspection Housing Authority properties. Entry may be made only during reasonable hours after at least two (2) days prior notice in writing to the Tenant of the date, time, and purpose, except that the Housing Authority shall have the right to enter the premises without prior notice to the Tenant if the Housing Authority reasonably believes that an emergency exists or that abandonment has occurred. The Tenant will not unreasonably withhold permission to the Housing Authority, HUD (or its agent) to enter the premises for the purposes stated. In the event that the Tenant and all adult members of the Tenant's household are absent from the premises at the time of entry, the Housing Authority shall leave on the premises a written statement specifying the date, time, and purpose of entry prior to leaving the premises. Tenant further agrees that, upon proper notification, the dwelling unit shall be made available and be properly organized for required repairs and/or extermination. Repeated failure to meet this requirement may be cause for termination of the Lease.

9. GRIEVANCE PROCEDURE. The Housing Authority shall notify the Tenant of the specific grounds for any proposed adverse action (such proposed action includes, but is not limited to, a proposed Lease termination, transfer of the Tenant to another unit, imposition of charges for maintenance and repair, or for excess consumption of utilities). This notice of adverse action shall inform the Tenant, where applicable, of the right to ask for a grievance hearing. If the Tenant believes (1) that Housing Authority's action or failure to act adversely affects the Tenant's rights under the Lease; or (2) that the Housing Authority's application of its regulations or policies adversely affects that Tenant's rights, duties, welfare or status, the Tenant shall have the right to present a complaint to the Housing Authority and to have a reasonable review of that complaint by the Housing Authority, if the complaint is personally presented to the appropriate Area Office within ten (10) business days of the Housing Authority's action or failure to act or application of regulations or policies which is the basis of the Tenant's complaint. If the Tenant is dissatisfied with the Housing Authority's proposed disposition of the complaint, the Tenant shall have the right

Housing premises by other tenants or employees of the Housing Authority; or any drug-related criminal activity (as defined above) on or near the premises, the Housing Authority may serve the Tenant with a Notice to vacate within three (3) days after service of the Notice according to RCW 59.12.030(5), or other applicable statute.

The Housing Authority, when evicting a Tenant under this section, shall notify the local post office when such Tenant is no longer residing in the dwelling unit. Drug-related or other criminal activity is cause for eviction even in the absence of conviction or arrest.

E. Any notice of Lease termination shall:

- (1) State the reason for the termination (i.e., criminal activity, drug-related criminal activity, non-payment of rent, etc.)
- (2) Inform the Tenant of their right to make such reply as they may wish;
- (3) State that the Tenant is entitled to a grievance hearing on the termination;
- (4) Inform the Tenant of their right, upon request, to examine (and copy at their own expense) prior to the grievance hearing (if applicable) or court trial documents, recordings, or regulations directly related to the termination of tenancy or eviction.

F. Any notice which is required by state law or by federal law shall be combined with, or run concurrently with, a notice of Lease termination under Section 3.A.B.C. and D. of this Lease.

G. On or before the date of termination of tenancy, the Tenant must quietly and peacefully vacate the premises and surrender possession thereof to the Housing Authority. If the Tenant vacates the premises according to such notice, the Lease shall be terminated (1) when the Tenant vacates and returns all keys to the premises to the Area Office; or (2) the day following the termination effective date of the notice served, whichever occurs later. Upon such termination, Tenant shall leave any equipment or furnishings provided by the Housing Authority in good order and repair, reasonable wear and tear excepted.

H. If the tenant abandons the dwelling unit, the Housing Authority shall take possession of the tenant's personal property remaining on the premises and shall store and care for the property. The Housing Authority will consider the unit to be abandoned when a tenant has fallen behind in rent and has clearly indicated by words or actions an intention not to continue living in the unit. The Housing Authority has a claim against the tenant for reasonable costs and expenses incurred in removing the property, storing and caring for the property, and in disposing of the property. If the personal property left by Tenant is stored, the Housing Authority will mail a written notice to the Tenant at the address last known or provided to the Housing Authority notifying the Tenant that specified articles are being stored at a specific location and that said articles are deemed abandoned and will be disposed of without sale and without further notice forty-five (45) days after the date of the notice unless claimed and removed by the Tenant.

I. This Lease will terminate automatically if the unit is rendered uninhabitable due to the action or inaction of the Tenant or member of the Tenant's household.

J. **Termination by Tenant Notice.** At any time, the Tenant may give to the Housing Authority fifteen (15) days notice in writing of the termination of the Lease. (Tenant shall be liable for rent up to the end of the 15 days for which notice was required, or, to the date the unit is re-rented, whichever date comes first.)

K. **Termination of Lease Upon Death of Tenant.** Upon the death of the Tenant this Lease shall terminate immediately.

L. **Restraining Order.** Any court order which restrains, in any way, the Tenant from entering, occupying, approaching, or being in proximity of the premises for a duration lasting more than ninety (90) days shall be deemed to be good cause to terminate the Tenant's tenancy upon thirty (30) days notice.

4. NOTICES. Any notice required by this Lease or by law to be served upon the Housing Authority shall be sufficient if delivered by Tenant or Tenant's agent to the Housing Authority Manager at the Area Office or sent by first class mail, postage prepaid, properly addressed to the Area Office Manager, or to any person designated in writing by the Housing Authority. Except for notices required under Section 9 and/or 12 of this Lease, any notice required by this Lease or by law to be served upon the Tenant shall be served either (1) by delivering a copy personally to the Tenant or (2) if the Tenant is absent from the premises, by leaving there a copy, with a person of suitable age and discretion residing at the premises, and sending a copy through the mail addressed to the Tenant at Tenant's residence; or (3) if a person of suitable age and discretion residing at the premises cannot be found, then by affixing a copy of the notice in a conspicuous place on the premises and also sending copy through the mail first class postage prepaid and addressed to the Tenant at the premises. If the Tenant is visually impaired, all notices shall be made in an accessible format.

Service of process shall be made to the Tenant in accordance with the requirements of RCW 59.12.

5. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY.

A. **ANNUAL REVIEWS.** Tenants whose rent is based on the "Income-based rent" method shall annually submit to the Housing Authority true, complete and accurate information as to source and amount of Total Family Income and composition in order for the Housing Authority to determine the appropriate rent, the appropriate size of the unit, and the tenant's eligibility for continued occupancy. Such annual review will be conducted in accordance with the Admissions and Occupancy Policy Governing Eligibility and Continued Occupancy ("Admissions and Occupancy Policy") posted at the Area Office. Tenants whose rent is based on the "Flat-rent method" option will only have income reviews conducted once every three years. Tenants who have chosen this option, however, will undergo an Annual review of their compliance with any Community Service requirements attributed to their tenancy (as outlined in the Admissions and Occupancy policy), and will continue to have their unit inspected at least annually. In addition, all Tenants will be notified and be given the opportunity to annually select their rent calculation method and will be advised of any income that will be excluded from consideration (for example, increased earnings due to employment shall be excluded during the twelve-month period following hiring for families whose income has increased because of the employment of a family member who was previously unemployed for one or more years, because of participation in a self-sufficiency program, or after they were assisted by a State TANF program within the last six months). Rent determined at the Annual Review shall remain in effect until the next Annual Review Date unless (1) a Special Review is scheduled by the Housing Authority in accordance with the Admissions and Occupancy Policy; or (2) an Interim Review of Family Income is requested by the Tenant and/or warranted under the Admissions and Occupancy Policy.

B. **REPORTING CHANGES/INTERIM REVIEWS.** Tenants whose rent is calculated under the Income-based method agree to provide written notification to the Manager at the Area Office of any changes in the size or composition of Tenant's family or in the amount or source of income of the family within ten (10) business days of such change. The Manager will then make a determination as to whether the reported change requires an Interim Review of Family Income in accordance with the Housing Authority's Admissions and Occupancy Policy (posted at each Area Office).

Tenants paying the Flat Rent agree to report to the Housing Authority, within ten (10) business days, any changes in the size or composition of Tenant's family. In addition, Flat Rent Tenants may request an Interim Review in order to be returned to the Income-based calculation method as a result of any decrease in income or increase in expenses or other circumstances creating a hardship for the Tenant family that would be alleviated by a change in rent.

If Tenant has a decrease in income or an increase in allowable deductions, and applies for a decrease in rent or change from a Flat Rent to an Income-based rent, Tenant shall be given an appropriate adjustment according to the Admissions and Occupancy Policy. After such a decrease in rent, Tenant must continue to report, in writing, all increases in Tenant's Family Income until the next Annual Review, and appropriate adjustments in rent shall be made.

Notwithstanding the provisions above, a tenant's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the tenant's failure to comply

with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud. For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements.

C. SPECIAL REVIEWS. Special Reviews will be scheduled by the Housing Authority and conducted under conditions as specified in the Admissions and Occupancy Policy.

D. EFFECTIVE DATE OF RENT ADJUSTMENTS

(1) Annual Reviews - any rent adjustment determined as a result of an Annual Review under Section 5.A. of this Lease will be effective at the Tenant's Annual Review Date, as shown on Page 1 of this Lease.

(2) Special or Interim Reviews - Rent adjustment for changes according to Subsections 5.B. and 5.C. shall become effective as follows:

(a) In the case of rent decreases, the rent adjustment will become effective the first of the month following the date the change occurred. However, if the Tenant fails to provide proper notification to the Housing Authority as required by Section 5.B., any rent adjustment will become effective as of the first of the month following the date the change was reported.

(b) In the case of rent increases, the rent adjustments will become effective the first day of the second month following the date the change occurred.

(3) Discovery of Errors - If an error in rent is revealed at any time, the Authority shall make adjustments to correct the error as follows:

(a) If the error was due to misrepresentation/fraud by the Tenant (i.e., not reporting a change, withholding information, etc.) and corrective actions result in an increased rent, such rent shall be retroactive to the first of the month following the date the misrepresentation occurred. Unless otherwise agreed to by the Housing Authority, all retroactive rent charges shall be payable the first of the month following the determination of the charge.

(b) If the error was due to the fault of the tenant and corrective action results in decreased rent, such decrease shall be retroactive to the first of the month following the date of the rent determination when the error was discovered, and the Tenant shall be reimbursed/credited accordingly.

(c) If the error was not the fault of the Tenant and corrective action results in increased rent, such rent shall be effective the first day of the second month following the date the error was discovered.

(d) If the error was not the fault of the Tenant and corrective action results in decreased rent, such rent shall be made retroactive to the first of the month following the date of the rent determination when the error was made, and the Tenant shall be reimbursed/credited accordingly.

E. Tenant agrees to sign a new Lease or Lease rider stating any changes in rent or household composition.

F. A copy of the worksheet resulting in any rent adjustment shall be made available to Tenant.

G. If the Housing Authority determined that the size of the premises is no longer appropriate to the Tenant's needs according to the Occupancy Standards in the Admissions and Occupancy Policy, Tenant agrees to move to an appropriate unit, upon reasonable notice to move of not less than seven (7) days. Tenant will be notified when an appropriate unit is expected to be ready for occupancy. The seven (7) days shall commence on the date the Lease for the second unit is executed and the Tenant is given the keys. If the seven-day period has not been extended in writing by the Housing Authority and the Tenant has not moved from the first unit into the second unit, the Lease for the second unit is automatically canceled and the Tenant shall promptly return all the keys for the second unit to the Area Office. The Tenant shall be responsible for all costs of moving if required to move for the reason given in this Subsection. If the Tenant fails to move, the Housing Authority may terminate the Lease.

H. When the Housing Authority redetermines the amount of Tenant Rent, not including determination of the Housing Authority's schedule of Public Housing Utility Allowances, or determines that the Tenant must transfer to another unit based on family composition, the Tenant shall be notified that they may ask for an explanation stating the specific grounds of the determination, and that if the Tenant does not agree with the determination, the Tenant shall have the right to request a hearing under the grievance process.

Failure to comply with this Subsection shall be considered a violation of this Lease and good cause for termination under Section 3.B.

6. TENANT'S RESPONSIBILITIES IN OCCUPANCY. Tenant shall comply with all rules and regulations now established or hereafter duly adopted or modified by the Housing Authority, including, but not limited to the following:

A. Submission of Required Information - Tenant shall complete all required forms and supply requested information in a timely manner, including information required under any HUD income-matching program. Timely is defined as the number of days specified in any correspondence or notice to Tenant requesting the information or asking the Tenant to contact the Housing Authority. Extensions of the time may be granted solely at the discretion of the Housing Authority, only once, and only for documented reasons. Examples of the information requested include family income, family composition, social security number verification, etc. Tenant shall supply any certification, release, information, or documentation as the Housing Authority determines to be necessary for an annual, special or interim re-examination.

B. Misrepresentation/Fraud - Tenant shall not commit any fraud or misrepresentation in connection with any federal housing assistance program. Fraud includes any fraud defined under any federal or state civil or criminal statute or appellate court decision, as well as any deliberate misrepresentation to the Housing Authority by the Tenant or a member of the Tenant's household during the application or review process. Deliberate misrepresentation includes, but is not limited to, any misrepresentation as defined in state or federal appellate court decisions, or repeated failure to report changes in family income or composition in a timely manner as well as falsely completing any application housing or review paperwork.

C. Chronic Rent Delinquency - Shall consistently pay rent on time (no later than the 7th calendar day of each month). Chronic repeated late payment of rent is defined as four times in a 12-month period.

D. Community Service Requirement - Shall perform required Community Service or be exempted therefrom. Failure to comply with the Community Service requirement shall be good cause for termination of the Tenant's tenancy.

E. Conduct - Shall act and cause other household members and guests to act in a manner which will not disturb other residents' peaceful enjoyment of their accommodation and will be conducive to maintaining the project in a decent, safe, and sanitary condition. Abusive, foul or threatening language or behavior, including without limitation, any harassment or other behavior that violates the Fair Housing Act or any other state, or federal law, directed toward other tenants or employees of the Housing Authority is not allowed and shall be good cause for termination of the Tenant's tenancy. Tenant and other household members and guests shall not abuse alcohol in a manner that the Housing Authority determines threatens the health, safety, and right to peaceful enjoyment of the premises by other residents. Any guest who engages in illegal activity or abusive or violent/threatening

behavior on the site will be subject to the loss of visitation privileges and will be treated as a trespasser. Trespassers may be subject to prosecution. Tenants remain subject to eviction for actions of their guests whether or not guest visitation privileges are revoked.

F. Criminal Activity/Drug-related Criminal Activity - The Tenant understands that the Housing Authority has a ONE-STRIKE, zero tolerance policy with respect to drug-related and other criminal activity. Tenant will ensure that Tenant and any household members do not engage in drug related criminal activity (as defined in Section 3.D of this Lease) on or off the premises, or, any other criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Housing Authority's public housing premises by other residents or employees of the Housing Authority. Additionally, the Tenant shall be held responsible and will ensure that any guest or other person under the Tenant's control will not engage in drug-related criminal activity (as defined in Section 3.D of this Lease) on or near the premises, or, any other criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Housing Authority's public housing premises by other residents or employees of the Housing Authority. The Tenant understands that persons subject to lifetime registration under any State Sex-offender registration program are not eligible for residency. As such the Tenant shall take all necessary action to ensure that the unit is not occupied by such persons at any time during the lease term.

Any criminal activity in violation of this section will be treated as a serious violation of the terms of the Lease and shall be cause for termination of tenancy and for eviction from the unit. The Housing Authority shall have discretion to consider all of the circumstances of a violation of this section in determining whether eviction is warranted including, the seriousness of the offense, the extent of the participation by family members, and the effects the eviction would have on family members not involved in the proscribed activity.

G. Impairment of Neighborhood - Shall refrain from illegal or other activity which impairs the physical or social environment of the project or neighborhood.

H. Maintenance/Damages

(1) Shall keep the premises and such other areas as may be assigned to Tenant for Tenant's exclusive use in a clean, orderly, safe condition, including but not limited to, cleaning drapes, windows, walls, floors, cabinets, refrigerators, ranges and ovens, and dryer vents, watering and mowing lawns, watering trees and shrubs, keeping yard clean and neat. Tenants who, because of age or disability, are unable to perform yard maintenance (i.e., mowing lawns) shall be granted an exemption from this responsibility upon verification of eligibility.

(2) Shall refrain from, and cause Tenant's household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or project.

(3) Shall comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.

(4) Shall report to the Housing Authority's Work Order Department any breakage, damage, or need for repairs to the dwelling unit or equipment therein and should promptly report any unsafe or unsanitary conditions in the common areas and grounds which may lead to damage or injury.

(5) Shall allow inspection of the dwelling unit and necessary preventive maintenance and repairs.

(6) Shall use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances, including elevators, and shall not use any apparatus for heating (including space heaters) except that provided by the Housing Authority without prior written consent of the Housing Authority.

(7) Shall dispose of all ashes, garbage, rubbish and other waste into appropriate containers in such manner as prescribed by the Housing Authority and local laws.

(8) Shall make no changes, repairs, or alterations of the premises or alterations/additions to the equipment, and shall not use tacks, nails, screws or any fasteners in any part of the premises except in a manner approved by the Housing Authority. Fencing, screen doors, or communications equipment (including satellite dishes) may not be installed without the prior written approval of the Housing Authority.

(9) Shall not apply wallpaper or paint without the prior written approval of the Housing Authority.

(10) Shall not install additional or different locks or gates on any doors or windows of the dwelling unit without the written permission of the Housing Authority. If such a request is approved, Tenant shall provide the Housing Authority with a key for each lock.

(11) Shall clean the premises and all equipment supplied to the premises (including drapes and carpets where supplied) immediately prior to vacating and shall return the premises to the Housing Authority in as clean and sanitary condition as when the Tenant took possession.

I. Damage/Other Charges - Shall pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, or to the project (including damages to project buildings, facilities, or common areas) caused by the Tenant, a member of the household, or a guest. Said charges shall be made according to the current schedule of Maintenance Charges posted in the Area Office. Tenant shall also pay excess utility charges, where applicable, and late rent charges as stated in Section 1 of this Lease. Tenant agrees that payment of all such charges shall become due and collectable on the first day of the second month following the date the charge was incurred. Such charges shall be considered delinquent if not paid in full on or before the due date.

J. Boarders/Lease Assignment - Shall not assign this Lease, sublet or transfer possession of the premises, or give accommodation to boarders or lodgers, whether paying or not, without the prior written consent of the Housing Authority.

K. Private Dwelling - Shall use the dwelling unit solely as a private dwelling for Tenant and Tenant's household, as identified on this Lease or attached Lease rider, and shall not use or permit its use for any other purposes. With the written permission of the Housing Authority, the Tenant can incidentally use the premises for legally permissible income-producing purposes, so long as the business does not infringe on the rights of the other tenants. All such business-related uses of the premises must meet all zoning requirements and the tenant must have the proper business licenses and insurance.

L. Storage - Shall not store household or personal property outside the dwelling unit, other than in designated storage facilities, without prior written permission of the Housing Authority and shall store such items at the sole risk of the Tenant.

M. Vehicles - Shall park vehicles only in designated areas and shall not park trailers, boats, inoperative, disabled vehicles, or vehicles without valid registration on the premises or common areas or street without prior written approval of the Housing Authority. Tenants, members of the household, or guests parking in designated handicapped/disabled parking spaces without a state permit will be in violation of this section of their Lease and will also be subject to being towed and fined under state law. Vehicles without current license tabs will be considered to be inoperative and not allowed to remain parked on the premises, in common areas or on streets. When parking space is limited, parking may be restricted to only one vehicle per household. All Tenant's family vehicles must be registered with the Housing Authority. Only minor repairs may be done on Housing Authority property.

N. Pets - Shall not keep, maintain, harbor or board cats, dogs, or other pets of any nature on the premises except in a manner described in the Housing Authority's Pet Policy and Pet Rider to the Dwelling Lease. Pets will be allowed only after written approval from the Housing Authority and after the Tenant has posted the pet deposit, as required, and properly executed the Pet

Rider to the Dwelling Lease. The pet deposit shall be held by the Housing Authority and will be refunded to the Tenant at the termination of the Lease on the terms stated in the Pet Rider to the Dwelling Lease. A person with a disability may request approval to keep a companion or service animal that is needed as a reasonable accommodation for his or her disability. An animal needed as a reasonable accommodation is not subject to the Authority's pet policy, although it is subject to reasonable health and safety rules.

O. Fire Safety/Precautions -

(1) Shall permit no combustible material to be kept on the premises except in an approved container and shall take every precaution, including regular cleaning of dryer vents, to prevent fire.

(2) Shall make reasonable effort to assist the Housing Authority in keeping the smoke alarm operational, including providing immediate notice to the Housing Authority of any system malfunction. Any disconnecting of or tampering with smoke detectors is a serious violation of Washington State Law and this Lease.

P. Insurance Coverage - Damage to the Tenant's personal belongings due to fire, theft, water or any other type of damage shall not be the responsibility of the Housing Authority. The Tenant is encouraged to carry renter's insurance on their personal property at all times.

Q. Fireworks - The use of fireworks, or other such explosive devices, is prohibited on Housing Authority property.

R. Aerials and Antennas - Shall not place radio or television antennas, communications equipment (including satellite dishes) or other electrical connections on the dwelling unit without the prior written consent of the Housing Authority.

S. Water Beds - Shall not have a water bed.

T. Regulations - Shall abide by other necessary and reasonable regulations promulgated by the Housing Authority for the benefit and well being of the housing development and the tenants, which shall be posted in the Area Office and are incorporated by reference in this Lease.

U. Smoking in Public Areas - Shall not smoke in public areas in accordance with the Washington State Clean Indoor Air Act. Public areas include the portion of any building open to other tenants and/or the public, including community rooms, community bathrooms, lobbies, reception areas, hallways and elevators.

V. Transfer - Shall agree, upon reasonable notice (defined as at least 7 days written notice), to move to another dwelling unit in the following situations: where the Authority determines that the size or design of the unit is no longer appropriate to Tenant's needs; where the Authority determines a move is necessary in order to rehabilitate or demolish a Tenant's unit; where it is necessary to accommodate a Tenant's disability; and where a Tenant without disabilities who is housed in an accessible or adaptable unit is asked to move to a unit without such features when a Tenant with disabilities needs such a unit. Refusal or repeated failure to comply with any such rule or regulation shall constitute good cause for termination of this Lease by the Housing Authority and for eviction of Tenant in accordance with Section 3 of this Lease.

7. HOUSING AUTHORITY'S RESPONSIBILITIES. The Housing Authority agrees to accept rental money without regard to any other charges owed by the Tenant to the Housing Authority and to seek separate legal remedy for the collection of any such charges which, from time to time, may become due to the Housing Authority from the Tenant.

The Housing Authority shall maintain the buildings and common areas and grounds of the project in a decent, safe, and sanitary condition in conformity with the requirements of local housing codes and applicable rules and regulations of the Department of Housing and Urban Development. The Housing Authority shall maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the Housing Authority. The Housing Authority will provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of ashes, garbage, rubbish and other waste removed from the dwelling unit by the tenant in accordance with Section 6 of this Lease. The Housing Authority shall provide running water, and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct utility connection. The Housing Authority shall make all necessary repairs to the unit with reasonable promptness at its own cost and expense, except as otherwise provided in this Lease. If the dwelling unit is rendered uninhabitable, the tenant shall immediately notify the Housing Authority. The Housing Authority shall be responsible for repair of the unit within a reasonable time. If the tenant, household members, or guests caused the damage, the reasonable costs of the repairs shall be charged to the tenant and/or the Lease terminated. The Housing Authority shall offer standard alternative accommodations, if available, when the necessary repairs cannot be made within a reasonable time. The Housing Authority shall make a provision for rent abatement in proportion to the seriousness of the damage and loss in value if repairs are not made within a reasonable time. No abatement of rent shall occur if the tenant rejects the alternative accommodations or if the tenant, tenant's household, or guests caused the damage.

8. INSPECTION/REPAIR. Tenant agrees that prior to moving into premises, Tenant and/or Tenant's representative will inspect the premises jointly with a Housing Authority representative and that Tenant will sign the inspection report stating the conditions of the premises and the equipment in it. A copy of such inspection report signed by both parties shall be given to the tenant following the inspection, and a signed copy shall be retained in the Tenant's file. The Tenant has the right to amend the inspection statement within five (5) business days after taking possession if defects are discovered which were not found in the original inspection and which did not arise because of Tenant's failure to abide by Subsection 6 of this Lease. When the Tenant vacates, the Tenant and/or Tenant's representative may join the representative of the Housing Authority in an inspection of the premises.

Tenant agrees that a representative of the Housing Authority will be permitted to enter the premises whenever reasonably necessary, for the purpose of examining the conditions thereof or for making improvements or repairs, or for extermination, or to show the premises for leasing. In addition, the Tenant agrees that the unit shall be made available for inspection by the Department of Housing and Urban Development (HUD) or its agent and the Housing Authority as necessary in conjunction with the HUD's annual inspection Housing Authority properties. Entry may be made only during reasonable hours after at least two (2) days prior notice in writing to the Tenant of the date, time, and purpose, except that the Housing Authority shall have the right to enter the premises without prior notice to the Tenant if the Housing Authority reasonably believes that an emergency exists or that abandonment has occurred. The Tenant will not unreasonably withhold permission to the Housing Authority, HUD (or its agent) to enter the premises for the purposes stated. In the event that the Tenant and all adult members of the Tenant's household are absent from the premises at the time of entry, the Housing Authority shall leave on the premises a written statement specifying the date, time, and purpose of entry prior to leaving the premises. Tenant further agrees that, upon proper notification, the dwelling unit shall be made available and be properly organized for required repairs and/or extermination. Repeated failure to meet this requirement may be cause for termination of the Lease.

9. GRIEVANCE PROCEDURE. The Housing Authority shall notify the Tenant of the specific grounds for any proposed adverse action (such proposed action includes, but is not limited to, a proposed Lease termination, transfer of the Tenant to another unit, imposition of charges for maintenance and repair, or for excess consumption of utilities). This notice of adverse action shall inform the Tenant, where applicable, of the right to ask for a grievance hearing. If the Tenant believes (1) that Housing Authority's action or failure to act adversely affects the Tenant's rights under the Lease; or (2) that the Housing Authority's application of its regulations or policies adversely affects that Tenant's rights, duties, welfare or status, the Tenant shall have the right to present a complaint to the Housing Authority and to have a reasonable review of that complaint by the Housing Authority, if the complaint is personally presented to the appropriate Area Office within ten (10) business days of the Housing Authority's action or failure to act or application of regulations or policies which is the basis of the Tenant's complaint. If the Tenant is dissatisfied with the Housing Authority's proposed disposition of the complaint, the Tenant shall have the right

to a subsequent hearing according to the Housing Authority Grievance Procedure.

At the time of the informal discussion on the Tenant's complaint and additionally thereafter in writing, the Tenant will be informed of (1) the specific reason(s) for the Housing Authority's action or failure to act which is the source of the Tenant's complaint; (2) of the Tenant's right to a subsequent hearing if Tenant is dissatisfied with the Housing Authority's proposed disposition of the complaint; and (3) of the procedures by which such a grievance hearing may be obtained.

Any grievance hearing shall be held in accordance with the procedures and requirements of the Grievance Procedure which is in effect at the time such grievance arises, which Grievance Procedure is posted in each Area Office of the Housing Authority and is incorporated herein by reference

10. REASONABLE ACCOMMODATION FOR PERSONS WITH DISABILITIES. For all aspects of the Lease and Grievance Procedure, a person with disabilities shall be provided with reasonable accommodation to the extent necessary to provide such person with an opportunity to use and occupy the dwelling unit equal to a non-disabled family. A Tenant may, at any time, request reasonable accommodation of a disability of a household member, including reasonable accommodation so that the Tenant can meet Lease requirements or other requirements of tenancy. A Tenant making such a request should obtain from their Area Office a copy of the Housing Authority's Request for Reasonable Accommodation Form.

11. REPRESENTATIONS AND WAIVERS. The failure of the Housing Authority to insist on strict performance of any term of this Lease shall not be considered a waiver or relinquishment of the right to subsequently require strict performance of that or any other term. All terms and conditions shall at all times continue in full force and effect. The rights and remedies given to the Housing Authority under these terms are distinct, separate, and cumulative and not one of them whether exercised or not shall be deemed to be to the exclusion of any other. Acceptance of rent at any time by the Housing Authority shall not be construed to be a waiver of any preceding or existing breach of the Lease other than the failure of the tenant to pay the particular rent so accepted. In cases of non-payment of rent or charges, the deposit of the disputed rent or charges into escrow shall not be deemed to be an acceptance by the Housing Authority of the rent so deposited.

12. AMENDMENTS AND CHANGES TO RULES AND REGULATIONS. The Housing Authority may amend its schedules for charges for services and repairs as well as its rules and regulations which are otherwise incorporated herein by reference, by giving the Tenant not less than thirty (30) days notice of the same. Resident Organizations will also be given thirty (30) days notice to comment on proposed changes to the Dwelling Lease or Grievance Procedures. In addition, the Housing Authority will give thirty (30) days written notice whenever there is a revision in the system for calculating utility allowances. Regular utility allowance adjustments due to rate changes will be implemented as soon as administratively feasible without Tenant comment. Said notice shall be given by either or both of the following: (1) the notice may be delivered directly or mailed to the Tenant; or (2) posted in at least three (3) conspicuous places within each structure or building in which affected dwelling unit is located, as well as in a conspicuous place at each Area Office. The Tenant shall be afforded an opportunity within the thirty-day period to present written comments which shall be taken into account by the Housing Authority prior to the proposed modification or amendment becoming effective.

Change in the Lease document, other than rent, family composition, or special waiver change, shall be documented by execution of a new Lease or amendment to the existing Lease. At least sixty (60) days prior to the proposed effective date of the new Lease, the Housing Authority will notify the Tenant of any changes in the Lease and offer the Tenant the new Lease or Amendment to the existing agreement. The Tenant may accept the changed terms and conditions by signing the new Lease or Amendment to the existing agreement and returning it to the Housing Authority within the time period provided for acceptance by the Tenant. The new Lease or Lease Amendment will be signed and dated by both the Housing Authority and the Tenant. Failure of the Tenant to accept, sign, and return the offered revision of the Lease shall be deemed to be good cause for termination of the Tenant's tenancy, and the Housing Authority shall terminate the Lease agreement and the Tenant and Tenant's household shall be required to vacate from the unit.

Changes in rent, household composition, and special waivers shall be accomplished by a written Rider to the Lease, executed by both parties.

13. SEVERABILITY. If any provision of this Lease or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or application of the Lease which can be given effect without the invalid provision or application. To this end, the provisions of this Lease are severable.

Tenant Date

**The Housing Authority of the
County of King, Washington**

By: _____
Manager Date

Tenant Date

EXHIBIT M. CONFIDENTIALITY OF TENANT RECORDS

Revised 06/14/2023

A. General Policy

It will be the policy of the HA to comply with the federal Privacy Act of 1974, particularly as it relates to the protection of both Applicant and Tenant records. Implementation of this policy will be in accordance with the rules set forth in 24 CFR Part 16 and 42 CFR Part 2. All HA employees, commissioners, officers, and consultants will be bound by the requirement that all Tenant/Applicant information will be kept strictly confidential. Any requests for information which are not clearly defined below are to be referred to the Housing Authority's Office for review and approval.

B. Data Collection and Disclosure

All Applicant or Tenant records in a HA sponsored program must be stored in a confidential manner and will be made available to HA employees, (or authorized persons) upon a "need to know" basis. The following lists specific examples of when information may be released:

1. Tenant/Applicant records may be disclosed pursuant to a written request signed by all individuals to whom the records pertain.
2. Tenant/Applicant records may be disclosed to employees within the Housing Authority who need the records to perform their duties.
3. Tenant/Applicant records may be disclosed to other public housing authorities to whom the tenant applies for tenancy.
4. Tenant/Applicant records may be disclosed to the United States Department of Housing and Urban Development.
5. Tenant/Applicant records may be disclosed to other federal and state agencies with a right to know.
6. Tenant/Applicant records may be disclosed pursuant to a lawfully issued subpoena or court order or as otherwise required by law.
7. Tenant/Applicant records may be disclosed to another agency or governmental entity for a civil or criminal law enforcement purpose if the agency or governmental entity has made a written request specifying the information desired and the law enforcement activity involved.

The HA requires that records be kept of any disclosure that it does make. The record must show (at a minimum) the date, nature and purposed of each disclosure, as well as the name and address of the person or agency to whom the disclosure was made.

C. Special Privacy and Confidentiality Rules Relating to Criminal Records

In determining eligibility/suitability for housing assistance, the HA will require that all adult family members declare any previous criminal history and to sign a consent form authorizing the release

of criminal records to the HA. The HA will complete a Criminal History background check through the Washington State Patrol and, where appropriate, the FBI's NCIC record bank for **all** adults for which a determination of eligibility/suitability for housing assistance is being made.

The HA will ensure that all criminal records obtained for this purpose are maintained in a manner that is strictly confidential, allowing access to the information only to those employees, officers, or HA representatives who have a job-related "need to know". Such information will not be misused or improperly disseminated and will be destroyed once the purpose for which it was obtained is accomplished. ~~Upon request the~~ In the case of the receipt of adverse information, HA will provide a copy of the criminal record directly to the person for whom it was obtained and, ~~in the case of the receipt of adverse information, provide~~ the applicant and provide the applicant with an opportunity to dispute the accuracy or relevancy of the record.

D. HA Guidelines on Release of Information

1. Information Requested Regarding Current HA Participants/Applicants

- a. Requests must be specific as to the information sought and must be in writing. Documentation must include: date, nature and purpose of such disclosure, and the name and address of the person or agency to whom the disclosure is made.
- b. Any requests for information made by journalists must be referred to the Central Office unless otherwise directed.
- c. For statistical research, information may be given by the Area Office as long as the information/data is transferred in a form that does not identify individuals.

2. Information Requested Regarding Former HA Participants/Applicants

- a. Requests must be specific as to the information sought and must be in writing.
- b. Released information must be provided in short, specific terms that can be easily supported by proper file documentation. Narrative comments, **especially opinions**, are to be avoided.
- c. Regarding rental delinquencies, the number of "valid" delinquencies may be given, however, it is the Manager's responsibility to ensure that proper consideration is given to those delinquencies where an agreement had been reached or where there were mitigating circumstances.
- d. Regarding inquires about complaints lodged against the family, negative information about the family is not to be given out unless it has previously been thoroughly evaluated by the management staff and efforts had been made to assist the family in correcting the problem area(s).
- e. Always keep in mind that anything negative put down in writing goes out with the Managers signature, making the Manager liable for any inaccuracies or charges that cannot be supported. If in doubt, always give a positive response.

EXHIBIT P. Unit Transfers

Revised 06/14/2023

I. Objectives of the Transfer Policy

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding overcrowding or under occupancy of units by insuring that each family occupies the appropriate size unit.
- C. To facilitate the relocation of a family when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations, such as the need for accessibility features not found in the current dwelling unit.
- F. To eliminate vacancy loss and other expense due to unnecessary transfers.

II. Categories of Transfers

Category 1: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve the need to move a tenant due to:

- defects of the unit or the building in which it is located which render the current unit uninhabitable;
- the health condition of a family member which results in a determination that the need for the transfer is an “urgent medical necessity”;
- acts of retaliation or a hate crime against a tenant or household member; or,
- the request of a local law enforcement agency in order to protect the safety of a witness to a crime;
- documented evidence of domestic violence, dating violence, sexual assault or stalking or the threat of physical violence against the resident or member of the resident’s household, as defined under the Violence Against Women and Department of Justice Reauthorization Act (VAWA) of 2013. Residents seeking protection under VAWA will be required to provide certification of their qualification as a victim of domestic violence as defined under the law prior to approval of any transfer request. Acceptable forms of certification include:
 1. A completed of a HUD-approved certification form;
 2. A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of

abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.;

3. A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.

- ~~SWHA's **Emergency Transfer Plan** for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (see Section XIII of this Exhibit P) provides information, including how to request an emergency transfer, confidentiality protections, how an emergency transfer may occur and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that KCHA is in compliance with VAWA. the need to relocate a family where there is documented evidence of domestic violence or the threat of physical violence against the resident or member of the resident's household **and** the following criteria are met:~~

- ~~1. There is a court order in effect that restrains the abuser from contact with the resident or endangered family member; **and**~~
- ~~2. If the abuser is a member of the household, the resident remains eligible for continued housing assistance after the abuser is removed from the lease; **and**~~
- ~~3. The resident enters into a written Material Agreement with the Housing Authority to actively participate in efforts to restrain the abuser from access to the resident, other household members and the new residence.~~

Category 2: Immediate administrative transfers. These transfers are necessary in order to:

- Permit a family needing accessible features to move to a unit with such a feature; or
- Enable modernization work to proceed.

Category 3: Regular administrative transfers. These transfers are approved in order to:

- offer incentives to families willing to help meet certain Housing Authority occupancy goals when:
 1. the family requests and qualifies for participation in one of the Authority's established **Resident Incentive Transfer** programs as described in Exhibits W, X, Y, and Z of this policy;
- correct occupancy standards where the unit size is inappropriate for the size and composition of the family (unit is *under* or *over* housed);
- allow a family to move closer to the head or spouse's place of employment or education when the following criteria are met:

standing with the Sedro-Woolley Housing Authority. This means the family must be in compliance with their lease, current in all payments to the Housing Authority, and must pass a housekeeping inspection.

VII. Transfer Requests

A tenant may request a transfer at any time by completing a transfer request form. In considering the request, the Housing Authority may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The Housing Authority will review the request in a timely manner and if a meeting is desired, it will contact the tenant within 10 business days of receipt of the request to schedule a meeting.

The Housing Authority will approve or deny the transfer request in writing within 10 business days of receiving the request or holding the meeting, whichever is later.

If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the denial letter will advise the family of their right to use the grievance procedure.

VIII. Right of the Housing Authority in transfer policy

The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a tenant to transfer or refuse to transfer.

IX. EMERGENCY TRANSFER PLAN FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

A. Emergency Transfers

In accordance with the Violence Against Women Act (VAWA),¹ the Sedro Woolley Housing Authority (SWHA) allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.² The ability to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether SWHA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies who may be eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer

¹ Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that SWHA is in compliance with VAWA.

B. Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if the:

- (1) tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit; or
- (2) tenant is a victim of sexual assault that occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan. Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

C. Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify their management office and submit a written request for a transfer. SWHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

- (1) A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under SWHA's program; or
- (2) A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

D. Confidentiality

SWHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the:

- (1) tenant gives SWHA written permission to release the information on a time limited basis, or
- (2) disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program.

This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about SWHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

E. Emergency Transfer Timing and Availability

SWHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. SWHA will, however, act as quickly as possible to move a tenant who is a victim of

domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. SWHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If SWHA has no safe and available units for which a tenant who needs an emergency transfer is eligible, SWHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, SWHA will also assist tenants in contacting local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

F. Safety and Security of Tenants

Pending approval and during processing of the transfer, the tenant is urged to take all reasonable precautions to be safe. The following resources are provided for informational purposes to assist in increasing client safety and security. **However. IN CASES OF EMERGENCY, dial 9-1-1.**

Victims of domestic violence are encouraged to contact the **National Domestic Violence Hotline at 1-800-799-7233**. For persons with hearing impairments, the hotline may be reached by calling **1-800-787-3224 (TTY)**. In addition, tenants may contact a local domestic violence shelter, for assistance in creating a safety plan.

Victims of sexual assault may call the **Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE**, or visit the online hotline at <https://ohl.rainn.org/online/>

Victims of stalking seeking help may visit the **National Center for Victims of Crime's Stalking Resource Center** at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>

(1) Additional Resources:

Local organizations assisting victims of domestic violence, dating violence, sexual assault, or stalking include:

- Lifewire** at 425-746-1960 or 1-800-827-8840 (Helpline available 24 hours daily)
- Domestic Abuse Women's Network (DAWN)** at 425-656-7867 (Helpline available 24 hours daily)
- New Beginnings** at 206-522-9422 (Helpline available 24 hours Daily)
- Washington Statewide Domestic Violence Hotline** at 1-800-562-6025 (Daily 8am to 5pm).
- SKAGIT Domestic Violence & Sexual Assault Services (Skagit DV SAS)** at 1-888-336-9591. (Resource Helpline is available 24 hours daily)

For referral to SWHA Resident Services staff, who may be able to provide additional resources, please contact your Property Manager.

EXHIBIT R. REJECTION of APPLICANTS/REVIEW PROCESS

Revised ~~06/14/2023~~08/30/2023

- A. Upon the receipt by the Area Office of unfavorable information about an applicant for housing or any information which individually or in conjunction with other information could result in the denial of the applicant's application, a letter will be sent to the applicant that will accomplish the following:
1. Notify the applicant of the receipt of unfavorable information;
 - a) If the proposed denial is based upon information received through a criminal history search, the subject of the record and the applicant will be provided with a copy of the record (See Section 5 for additional information) along with such notification;
 2. Briefly describe the nature of the unfavorable information.
 3. Advise the applicant of their rights, personally or through a representative, to inspect the information at the office where it is held.
 4. Inform the applicant that they have the opportunity to submit explanations, evidence of rehabilitation or current fitness as a tenant or other comments about the unfavorable information within a reasonable time period *before* a final decision is made on their application;
 5. Advise the applicant that if no information is submitted within the stated time period, the decision on the application will be made based on the available information.
- B. If the applicant does not respond within the 10 days provided, the application can be canceled with the letter (and appropriate notes) attached to it;
- C. If the applicant does respond within the 10 days provided, a meeting is to be scheduled between the applicant and the Manager to discuss the information relevant to their application.
- D. If the discussion has occurred and the Manager still determines to reject the application, a second letter must be sent informing the applicant of the reasons for the rejection and that they have a right to an Informal Hearing.
1. If the applicant does not respond within 30 days, an Informal Hearing is to be scheduled with the Authority Housing Officer within 10 days of the receipt of the request.
 - a. The applicant may have legal or lay representation at the hearing, but may not bring more than two additional people to the hearing.

In addition, the applicant or representative must be advised of the right to review the information on which the decision to deny the application was based. The

EXHIBIT S. DISPOSITION OF RECORDS POLICY

Revised ~~06/14/2023~~08/30/2023

I. TENANT/PARTICIPANT FILES

A. Vacate Files

Dispose six years after tenant/participant vacates in cases where no balance is owing the Housing Authority or where the balance owing the Housing Authority is \$500 or less. Dispose of EIV reports in the tenant file no longer than six years following the date of end of program participation.

B. Current Files

1. Original Application for Admission and Supporting Data and Lease

Do not dispose.

2. Tenant supplied documentation of assigned SSN for family members.

~~Do not dispose. Dispose no later than the next recertification or interim review completed following receipt of EIV confirmation (through the EIV SUMMARY Report or EIV INCOME Report) that the individual's verification status is verified. Retention of the EIV SUMMARY Report or INCOME Report in the household file serves as compliance with SSN disclosure, documentation, and verification requirements.~~

3. General Correspondence with Tenants/Participants and Local Records Which May be Important Basis for Future Action

Do not dispose.

4. Leases and Riders Other Than Original

Dispose five years after being superseded for existing tenants/participants.

5. Applications for Continued Occupancy and Supporting Data

Dispose five years after being superseded for existing tenants/participants.

II. APPLICATION FILES

A. Withdrawn/Ineligible/Canceled Applications

Dispose of three years from date the application was classified withdrawn, ineligible or canceled - unless applicant or family member filed an USCIS appeal of their approved citizenship in conjunction with the application for housing assistance. In such cases, retain the documentation relating to the appeal for a period of five years from the date the determination of the appeal.

THE HOUSING AUTHORITY OF THE CITY OF SEDRO-WOOLLEY
RESOLUTION NO. 486
AUTHORIZING CHANGES TO THE PUBLIC HOUSING ADMISSION AND
CONTINUED OCCUPANCY POLICY (ACOP)

WHEREAS, SWHA is a Public Housing Authority (PHA) providing public housing assistance through an Annual Contributions Contract (ACC) with the Department of Housing and Urban Development (HUD); and

WHEREAS, the ACC specifies that the PHA agrees to administer the program in accordance with HUD regulations and requirements; and

WHEREAS, HUD regulations require SWHA to have an Admission and Continued Occupancy Policy (ACOP) that details SWHA's operational policies and procedures developed in accordance with federal, state and local regulations; and

WHEREAS, SWHA's ACOP must be updated to help ensure compliance with current federal regulations; and

WHEREAS, Board approval for changing HUD-mandated operational policies is required before SWHA can implement such changes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF SEDRO-WOOLLEY; as follows:

- (1.) The Board of Commissioners hereby approves revisions to the Public Housing ACOP effective immediately; and
- (2.) Authorizes the Housing Authority to take the necessary steps to implement revisions as necessary to ensure the efficient operation of SWHA's public housing program.

**ADOPTED AT A SPECIAL MEETING OF THE BOARD OF COMMISSIONERS
OF THE HOUSING AUTHORITY OF THE CITY OF SEDRO-WOOLLEY AT AN OPEN
PUBLIC MEETING THIS 30TH DAY OF AUGUST, 2023.**

**THE HOUSING AUTHORITY OF THE
CITY OF SEDRO-WOOLLEY, WASHINGTON**

LAURIE FELLERS, Chair
Board of Commissioners

ROBIN WALLS
Secretary-Treasurer

T
A
B

N
U
M
B
E
R

4



SEDRO-WOOLLEY HOUSING AUTHORITY

TO: Board of Commissioners

FROM: Anneliese Gryta

DATE: August 30, 2023

RE: **Resolution No. 487** - Approval of the Sedro-Woolley Housing Authority's (SWHA's) Disposition Policy

Attached, for your review and approval, is a Disposition Policy to help ensure compliance with federal regulations. The purpose of the Disposition Policy is to establish terms, conditions, procedures and guidelines for disposition of the Sedro-Woolley Housing Authority (SWHA) items of property. This policy outlines the circumstances under which employees will be authorized to conduct disposition transactions to assure the overall best interests of the SWHA are served.

Prior to implementing this policy changes, SWHA must have Board approval of related changes. Staff recommends approval of Resolution No. 487, effective immediately.

Sedro Wooley Housing Authority

DISPOSITION POLICY

1.0 PURPOSE

To establish terms, conditions, procedures and guidelines for disposition of the Sedro-Woolley Housing Authority (SWHA) items of property. This policy outlines the circumstances under which employees will be authorized to conduct disposition transactions to assure the overall best interests of the SWHA are served.

2.0 SCOPE

All SWHA Employees, Offices/Departments.

3.0 REFERENCES

RCW 35.82(5)
24 CFR 970.4(a)
SWHA Personnel Policies and Procedures
SWHA Procurement Policies and Procedures

4.0 POLICY

The SWHA shall dispose of all property that is surplus to the needs of the SWHA either due to replacement, obsolescence or when maintenance or storage costs exceed the property's functional value to the SWHA. The Board of Commissioners and the Executive Director shall have overall responsibility for the administration of the Disposition Policy. The Executive Director is authorized to delegate this authority. The Delegate shall be responsible for the overall execution of the disposition activities as prescribed by the Policy. The Delegate may not re-delegate this responsibility either in part or in whole without prior approval of the Executive Director. The Disposition Policy must conform to the requirements of the Department of Housing and Urban Development where related to administration of programs under annual contributions contract. The Policy must also conform to all Executive Orders and State Law as applicable.

5.0 DEFINITIONS

5.1 A Disposition

A transaction related to a single item of real or personal property. Dispositions of a number of non-fungible items shall be considered as individual dispositions with respect to each item. Disposition of a group of fungible items shall be considered as a single disposition.

5.2 Formal Disposition

A disposition of personal property with an estimated fair value of One Thousand (\$1,000) or more.

5.3 General Disposition

A disposition of personal property with an estimated face value of less than One Thousand (\$5,000).

5.4 Trade-In Dispositions

Items of personal property for which an allowance is given in the purchase of like-kind property.

5.5 Scrap and Salvage Dispositions

Items of personal property for which the SWHA has no further use and for which there is no disposable value other than as salvage.

5.6 Public Body Dispositions

Transactions involving property items sold or granted to a recognized public body to be retained for a public use.

5.7 Real Estate Dispositions

Any dispositions of ownership interest in real property.

6.0 PROCEDURE

6.1 Formal Dispositions

For Items valued at \$5,000 or more shall be offered by the Delegate at public sale.

6.1.1 Public sale requirements shall be satisfied by the following procedures:

- a. Mandatory publication in an established public circulation media.
The media selected must provide notice to prospective bidders within the general area in which the item for disposition is available for inspection.
- b. In addition, the Delegate may publicize the disposition by the following methods:

- Specifically notify recognized dealers, particularly minority dealers, known to trade in the items being disposed.
 - Responding to persons requesting to be notified of general SWHA dispositions.
- c. Solicitation of offers must incorporate a clear and accurate description of the item to be disposed. Further, the solicitation must clearly set forth any requirements which need to be fulfilled by the bidder and provide sufficient time prior to the date set for bids to prepare a response.
- d. Sealed bids shall be the only acceptable response method in formal bid solicitation. The Delegate shall not open the bids until the time and at the location specified in the solicitation. The bid opening shall be public and all bid documents must be retained for a reasonable period of time for public inspection.
- e. Award by the Delegate shall be made to that bidder's response which best satisfies the SWHA interests. In general, award should be made to the responsible bidder whose bid, conforming to all material items and conditions of the solicitation to bid, is highest in price. Exceptions to award by highest price must be fully documented by the Delegate for review and concurrence by the Executive Director. In case of a tie, the award shall be made in the presence of two disinterested parties by a flip of the coin.
- f. The Delegate reserves the right to reject any and all offers and to define and waive any informality in responses.

6.2 General Dispositions

For items valued at less than \$5,000, shall be disposed of informally by selecting that method which, in the judgment of the Delegate, best serves the SWHA interests.

6.3 Trade-In Dispositions

Shall be considered as a factor in determining the best net price available to the SWHA in the purchase of equipment or material under procedures specified in the procurement policy.

6.4 Scrap and Salvage Dispositions

Shall conform to the following procedures:

- a. The property trustee shall recommend in writing to the Delegate the specific scrap and salvage action proposed.

- b. A survey action form shall be completed by the Director of Finance. This survey action form shall contain as a minimum; the following information:
- Attached written recommendation of the property trustee.
 - Description and inventory location of the item being disposed.
 - Certification as to status of the property as scrap or salvage.
 - Reference to the Accounting document effecting the write-off.
 - Signatures of the Property Officer, Delegate, and Director of Finance.

6.5 Public Body Disposition

May be transacted by the Delegate through informed negotiations. Fair value amount, as determined by the Delegate and reviewed by the Executive Director, Shall be normal basis for Public Body dispositions. Dispositions proposed by the Executive Director and Delegate at less than fair value must be pre-approved by Board resolution.

6.6 Real Estate Disposition

Shall be by resolution of the Board of Commissioners. The Executive Director shall report to the Board at a regular or special meeting the recommendation for real property disposition. The Board, on approval of the proposal, shall timely respond with the procedures to be followed regarding the specific disposition.

THE HOUSING AUTHORITY OF THE CITY OF SEDRO-WOOLLEY

RESOLUTION NO. 487

AUTHORIZING APPROVAL OF A DISPOSITION POLICY

WHEREAS, SWHA is a Public Housing Authority (PHA) providing public housing assistance through an Annual Contributions Contract (ACC) with HUD; and

WHEREAS, the ACC specifies that the PHA agrees to administer the program in accordance with HUD regulations and requirements; and

WHEREAS, HUD regulations require SWHA to have a Disposition Policy that complies with federal regulations; and

WHEREAS, HUD requires that the SWHA Board of Commissioners (Board) approve the all HUD-mandated operational policies before SWHA can implement required changes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF SEDRO-WOOLLEY; as follows:

- (1.) The Board of Commissioners hereby approves the Disposition Policy; and
- (2.) Authorizes the Housing Authority to take the necessary steps to implement revisions as necessary to ensure the efficient operation of SWHA's public housing program.

ADOPTED AT A SPECIAL MEETING OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF SEDRO-WOOLLEY AT AN OPEN PUBLIC MEETING THIS 30TH DAY OF AUGUST, 2023.

**THE HOUSING AUTHORITY OF THE
CITY OF SEDRO-WOOLLEY**

LAURIE FELLERS, Chair
Board of Commissioners

ROBIN WALLS
Secretary-Treasurer

T
A
B

N
U
M
B
E
R



SEDRO-WOOLLEY HOUSING AUTHORITY

INTEROFFICE MEMORANDUM

TO: The Board of Commissioners
FROM: Tesh Assefa, Financial Reporting Manager
DATE: August 30, 2023
RE: June 2023 Financial Report

Attached for your review is the unaudited financial report for June 2023. This report shows actual results, budgets, and variances expressed in both dollars and percentages. The report, in cash format, details operating income and expenses, operating cash flow, non-operating income and expenses, and changes in assets and liabilities. Reports in this format will reconcile the changes in cash, and both the beginning and ending cash balances are displayed.

EXECUTIVE SUMMARY

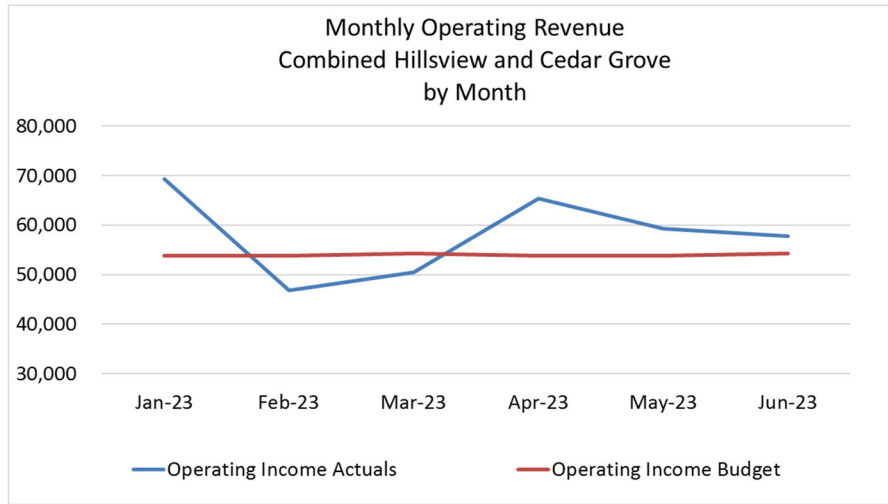
Year-to-date operating income is 7.5% over budget and operating expenses are 11.6% over budget.

Operating Revenue	Favorable (Unfavorable)			Operating Expenses	Favorable (Unfavorable)		
	\$ Variance	% Variance			\$ Variance	% Variance	
Tenant Revenue	\$32,662	26.2%	●	Salaries and Benefits	(\$11,627)	-11.8%	●
Federal Operating Support	(9,069)	-4.6%	●	Administrative Expenses	(\$409)	-0.7%	●
Other Revenue	411	55.2%	●	Maintenance Expenses, Utilities, Taxes	(\$18,925)	-12.5%	●
				Other Programmatic Expenses	(\$4,970)	-1091.4%	●
Total Operating Income	\$24,004	7.5%	●	Total Operating Expenses	(35,930)	-11.6%	●

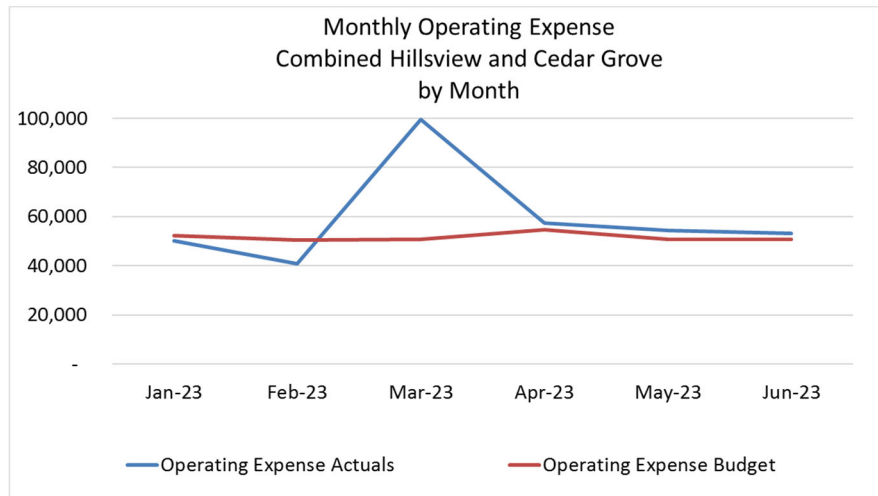
- Green are favorable variances
- Yellow are unfavorable variances less than 5%
- Red are unfavorable variances greater than 5%

OPERATING REVENUE AND EXPENSE

Year-to-date operating revenues totaling \$344,452 exceeded budget expectations, coming in over budget by \$24,004, or 7.5%. The primary driver of this variance was an increase in tenant revenue.



Year-to-date operating expenses in the amount of \$345,295 are over budget by 11.6%. The primary reasons for the variance were: unplanned plumbing expenses totaling \$20K at Cedar Grove to fix a main sewer line and \$9.5K at Hillsview to repair sprinkler backflow device, increase in salaries as portfolio staff assisted in preparations for the HUD Monitoring. Also, unbudgeted maintenance cost totaling \$19.1k in preparation for REAC inspection.

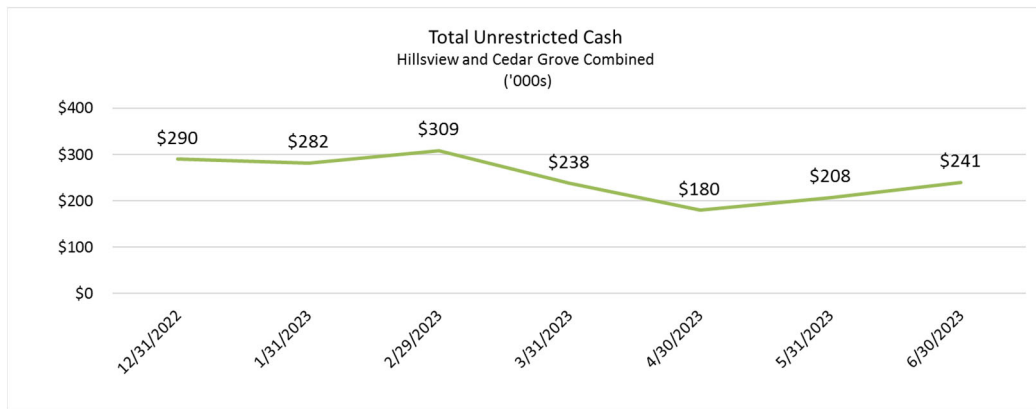


CAPITAL ACTIVITY

Capital project expenditures were under budget by 58.6% due to the timing of unit upgrades. Three unit upgrades were budgeted evenly throughout the year, however one unit upgrades have been completed through June as actual timing is dependent on unit availability.

CHANGE IN UNRESTRICTED CASH

Unrestricted cash in the amount of \$240,535 has decreased by \$49K since the beginning of the year. The decrease is mainly due to payment of short-term liabilities and increase in tenant and grant receivables.



Sedro-Woolley Housing Authority
Statement of Financial Position
As of June 30, 2023

	<u>Cedar Grove</u>	<u>Hillsview</u>	<u>Combined</u>
Cash-Unrestricted	\$96,758	\$143,777	\$240,535
Cash-Held by Management Agent	-	-	-
Cash-Designated	-	-	-
Cash-Restricted	3,750	5,500	9,250
Total Cash	<u>100,508</u>	<u>149,277</u>	<u>249,785</u>
Current Assets	(625)	23,100	22,475
Long-term Assets	707,743	1,085,884	1,793,627
Total Other Assets	<u>707,117</u>	<u>1,108,985</u>	<u>1,816,102</u>
Total Assets	<u><u>807,625</u></u>	<u><u>1,258,262</u></u>	<u><u>2,065,887</u></u>
Current Liabilities	13,873	27,652	41,525
Long-Term Liabilities	-	-	-
Total Liabilities	<u>13,873</u>	<u>27,652</u>	<u>41,525</u>
Equity	793,752	1,230,610	2,024,362
Total Liabilities and Equity	<u><u>\$807,625</u></u>	<u><u>\$1,258,262</u></u>	<u><u>\$2,065,887</u></u>

Sedro-Woolley Housing Authority
Cash Reconciliation Report
Combined Operations
For the Period Ended June 30, 2023

	2023 YTD Actual	2023 YTD Budget	Favorable (Unfavorable) \$ Variance	Favorable (Unfavorable)	
Beginning Cash Balance-Unrestricted/Held by Mgmt Agent	\$290,115				
Beginning Cash Balance-Designated	0				
Beginning Cash Balance-Restricted	9,300				
Total Beginning Resources	\$299,415				
Tenant Revenue	\$157,287	\$124,625	\$32,662	26.2%	(1)
Operating Subsidy from HUD-PH	186,010	195,078	(9,069)	(4.6%)	
Other Operating Income	1,156	745	411	55.2%	
Total Operating Income	344,452	320,448	24,004	7.5%	
Salaries	(79,755)	(67,779)	(11,976)	(17.7%)	(2)
Benefits	(30,660)	(31,009)	349	1.1%	
Occupancy Expenses	(170,444)	(151,518)	(18,926)	(12.5%)	(3)
Other Social Service Expenses	(5,425)	(455)	(4,970)	(1,091.4%)	(4)
Administrative Expenses	(59,054)	(58,603)	(452)	(0.8%)	
Total Operating Expenses	(345,338)	(309,364)	(35,974)	(11.6%)	
Operating Cash Flow	(886)	11,084	(11,970)	(108.0%)	
Non-Operating Income	36,821	81,403	(44,582)	(54.8%)	(5)
Non-Operating Expenses	(4,572)	-	(4,572)	n/a	
Capital Expenditures	(32,258)	(77,985)	45,727	58.6%	(5)
Change in Designated Cash	-	-	-	n/a	
Change in Restricted Cash	50	-	50	n/a	
Transfers In/Out	-	-	-	n/a	
Others Sources/(Uses of Cash)	(48,735)	-	(48,735)	n/a	(6)
Non Operating Net Sources (Uses) of Cash	(48,694)	3,418	(52,112)	(1,524.6%)	
Net Change in Unrestricted Cash	(49,580)	\$14,502	(\$64,082)	(441.9%)	
Ending Cash Balance-Unrestricted/Held by Mgmt Agent	\$240,535				
Ending Cash Balance-Designated	0				
Ending Cash Balance-Restricted	9,250				
Total Ending Resources	\$249,785				

- 1) Dwelling rents were higher than expected. Rents are calculated based on income.
- 2) Salaries expense was higher than budget. Staff at the portfolio office were assigned to assist in preparations for the HUD Monitoring Review
- 3) Due to unplanned plumbing expenses totalling \$20K at Cedar Grove and \$9.5K at Hillsvieiw. A main sewer line at Cedar Grove had a couple of line breaks and blockages that was causing backups into a unit. The sprinkler backflow device at Hillsvieiw needed to be replaced as directed by the utility provider. Also, Regional Mainateance Staff expense was higher than budget in preparations for REAC Inspection. These are slightly offset by camera installations project that were expected to occur in the third or fourth quarter.
- 4) Unbudgeted relocation expense for a family that was displaced when the sewer line broke and sewage was backing up.
- 5) Three unit upgrades were budgeted for 2023, but only one project was completed as unit upgrades depend on availability. This resulted in a lower draw from the CFP grant.
- 6) Mainly due to a decrease in accounts payable, deferred rent revenue, and prepaid insurance and increase in grant receivable.

Sedro-Woolley Housing Authority
Cash Reconciliation Report
Cedar Grove
For the Period Ended June 30, 2023

	2023 YTD Actual	2023 YTD Budget	Favorable (Unfavorable) \$ Variance	Favorable (Unfavorable)	
Beginning Cash Balance-Unrestricted/Held by Mgmt Agent	\$101,111				
Beginning Cash Balance-Designated	0				
Beginning Cash Balance-Restricted	3,900				
Total Beginning Resources	\$105,011				
Tenant Revenue	\$54,681	\$30,850	\$23,831	77.2%	(1)
Operating Subsidy from HUD-PH	74,945	63,575	11,370	17.9%	(2)
Other Operating Income	402	265	137	51.7%	
Total Operating Income	130,027	94,689	35,338	37.3%	
Salaries	(21,682)	(16,746)	(4,936)	(29.5%)	(3)
Benefits	(8,297)	(7,905)	(392)	(5.0%)	
Occupancy Expenses	(71,065)	(63,871)	(7,194)	(11.3%)	(4)
Other Social Service Expenses	(5,360)	(193)	(5,167)	(2,681.9%)	(5)
Administrative Expenses	(15,661)	(14,568)	(1,093)	(7.5%)	
Total Operating Expenses	(122,064)	(103,283)	(18,781)	(18.2%)	
Operating Cash Flow	7,963	(8,594)	16,557	192.7%	
Non-Operating Income	2,422	59,601	(57,178)	(95.9%)	(6)
Non-Operating Expenses	(1,143)	-	(1,143)	n/a	
Capital Expenditures	(679)	(58,305)	57,625	98.8%	(6)
Change in Designated Cash	-	-	-	n/a	
Change in Restricted Cash	150	-	150	n/a	
Transfers In/Out	-	-	-	n/a	
Others Sources/(Uses of Cash)	(13,066)	-	(13,066)	n/a	(7)
Non Operating Net Sources (Uses) of Cash	(12,316)	1,296	(13,612)	(1,050.3%)	
Net Change in Unrestricted Cash	(\$4,353)	(\$7,298)	\$2,945	40.4%	
Ending Cash Balance-Unrestricted/Held by Mgmt Agent	\$96,758				
Ending Cash Balance-Designated	0				
Ending Cash Balance-Restricted	3,750				
Total Ending Resources	\$100,508				

- 1) Dwelling rents were higher than expected. Rents are calculated based on income.
- 2) The operating subsidy funding through June exceeded target due to higher utility expense level than anticipated in the budget.
- 3) Salaries expense was higher than budget. Staff at the portfolio office were assigned to assist in preparations for the HUD Monitoring Review.
- 4) Due to unplanned plumbing expenses totalling \$20K. A main sewer line at one of the sites had a couple of line breaks and blockages that was causing backups into a unit. Slightly offset by camera installations project expected to occur in the third or fourth quarter.
- 5) Unbudgeted relocation expense for a family that was displaced when the sewer line broke and sewage was backing up.
- 6) Two unit upgrades that were budgeted evenly for 2023, but none were completed as unit upgrades depend on availability. This resulted in a lower draw from the CFP grant.
- 7) Mainly due to a decrease in accounts payable and deferred rent revenue and decrease in tenant receivables and prepaid insurance.

T
A
B

N
U
M
B
E
R

6

SEDRO-WOOLLEY HOUSING AUTHORITY
Housing Management Report

June 2023 -August 2023

Vacancy Report

	Vacates	Housings	Completed Upgrades
Hillsview	2	1	1
Cedar Grove	2	0	0

Average Unit Turnover Rates

Current Unit Turnover Rate (UTO) is 12 days.

- Hillsview
 - Unit 113 On Notice-In process
 - Unit 112 Vacated 4/21/23, Unit decontamination completed, unit is now with upgrade crew
 - Unit 235 Housed 8/18/23
- Cedar Grove
 - Cedar Grove III Unit #20 On Notice
 - Cedar Grove II Unit #14 (transferring to unit #1, due to being Over-housed)

Current Applications of Wait List as of July 31, 2023

Hillsview	Applicants Claiming Preference	Elderly/Disabled Claiming Preference	Non-Preference Applicants	Total
1 Bedroom	84	62	62	146

Cedar Grove	Preference	Non-Preference	Total
2 Bedrooms	192	27	219
3 Bedrooms	32	11	43
4 Bedrooms	2	0	2
Total	226	38	264

Preference Definitions:

1. Rent burden – person is paying more than 50% of income in rent
2. Family lives in substandard housing - homeless or condition of unit substandard

SEDRO-WOOLLEY HOUSING AUTHORITY

Housing Management Report

3. Involuntary displacement – disaster, government action, housing owner action, domestic violence, etc.
4. Rent burden – person is paying more than 50% of income in rent
5. Family lives in substandard housing - homeless or condition of unit substandard
6. Involuntary displacement – disaster, government action, housing owner action, domestic violence, etc.

SEDRO-WOOLLEY HOUSING AUTHORITY
Housing Management Report

Work Orders

	Routine	Inspection	Emergency	Vacate	RA	Total
Hillsview	50	7	3	1	0	61
Cedar Grove I	31	3	0	0	0	34
Cedar Grove II	5	1	0	0	0	6
Cedar Grove III	7	0	0	0	0	7
Cedar Grove (all sites)	49	6	2	1	0	58
Total	142	17	5	1	0	165

Resident Functions

Nothing currently planned, but one of the Resident Services staff from KCHA has volunteered to provide limited services to SWHA tenants. Resident Services staff was on site 6/7/2023

Staffing

Caprice Witherspoon is now the North Regional Manager. Candace Winfield has been promoted to the Senior Property Manager role.

Previous Meeting Concerns

- None

Resident Issues

- Management is working through the eviction process with legal for Hillsview #341.

Building Issues

Cedar Grove 1 has tree encroachment issue, Skagit Landscaping can only cut up to 15' then it becomes a separate contract. Smith Fire yearly inspection discovered that the air conditioning unit responsible for keeping the elevator closet cool is malfunctioning. After staff evaluation, it is determined this will require contract services.