



# TACOMA HOUSING AUTHORITY

**2015-12-16 (8)**

**Date:** December 16, 2015

**To:** THA Board of Commissioners

**From:** Michael Mirra  
Executive Director

**Re:** Housing Authority of the City of Tacoma Multifamily Mortgage Revenue Construction Note, 2015 (Renew Tacoma Housing Portfolio) and Multifamily Mortgage Revenue Construction/Permanent Note, 2015 (Renew Tacoma Housing Portfolio)

---

This resolution will authorize the Executive Director to negotiate and execute the various agreements necessary for the RAD fix up and refinancing of THA's public housing portfolio (7 senior buildings, Bergerson Terrace and Dixon Village.)

## **Background**

Renew Tacoma Housing LLLP, a Washington limited liability limited partnership of which the Authority is the sole general partner (the "Borrower") has requested that the Authority issue and sell its Multifamily Mortgage Revenue Construction Note, 2015 (Renew Tacoma Portfolio) and its Multifamily Mortgage Revenue Construction/Permanent Note, 2015 (Renew Tacoma Portfolio) (together, the "Notes") for the purpose of providing part of the funds with which to pay the costs of acquiring and rehabilitating nine affordable rental housing complexes consisting of 456 units, including K Street Apartments, G Street Apartments, E.B. Wilson Apartments, Fawcett Apartments, Ludwig Apartments, Sixth Avenue Apartments, Wright Street Apartments, Bergerson Terrace Apartments and the Dixon Village Apartments (collectively, the "Project").

The proceeds of the Notes will be used to make a loan (the "Borrower Loan") to the Borrower pursuant to a Borrower Loan Agreement (the "Borrower Loan Agreement") between the Authority and the Borrower. Pursuant to the Borrower Loan Agreement, the Partnership will agree (1) to apply the proceeds of the Borrower to pay costs of acquiring and rehabilitating the Project, (2) to make payments sufficient to pay the principal of and interest on the Notes when due, and (3) to observe the other covenants and agreements and make the other payments set forth in the Borrower Loan Agreement. The interest of the Authority in the Borrower Loan Agreement (except for reserved rights) will be assigned to Citibank, N.A., as purchaser of the Notes and funding lender (the "Funding Lender"), under a Funding Loan Agreement between the Authority and the Funding Lender.

## **Board Resolution**

This Resolution seeks board authorization for the:

1. Issuance of the Notes in an aggregate principal amount not to exceed \$45,000,0000,
2. Entering into the Funding Loan Agreement, under which the Funding Lender will make a loan to the Authority, evidenced by the Notes, the proceeds of which will be used to make the Borrower Loan to the Borrower; and
3. Preparation, execution and delivery of documents by the Authority, in its capacity as issuer of the Notes and guarantor of certain obligations with respect to the Notes. Documents to be authorized include, without limitation, Loan Agreements, a Deed of Trust, an Environmental Indemnity Agreement and Guarantees.

## **Other Board Action**

Pursuant to Resolution 2015-7-3 (5) adopted July 30, 2015, the Board approved the creation of the Borrower and application to the Washington State Housing Finance Commission for tax credits for the Project. At the December 16, 2015, Board Meeting, the Board is also scheduled to consider Resolution 2015-12-16 (9), which authorizes, among other things, the Authority to lease the Project to the Borrower, loans to the Borrower, and execution and delivery of documents relating to the acquisition, rehabilitation and operation of the Project by the Authority on its own behalf and in its capacity as general partner of the Borrower.

## **Recommendation**

Approve Resolution 2016-12-16 (8).



# TACOMA HOUSING AUTHORITY

HOUSING AUTHORITY OF THE CITY OF TACOMA  
RESOLUTION NO. 2015-12-16(8)  
(RENEW TACOMA HOUSING PORTFOLIO)

A RESOLUTION of the Board of Commissioners of the Housing Authority of the City of Tacoma providing for the issuance of revenue notes in the aggregate principal amount of not to exceed \$45,000,000, the proceeds of which will be used to make a loan to Renew Tacoma Housing LLLP LLLP, a Washington limited liability limited partnership of which the Authority is the sole general partner, to provide part of the funds with which to acquire and rehabilitate nine affordable rental housing projects containing a total of 456 units to provide housing for low income persons in the City of Tacoma, Washington; determining the form and terms of the notes; authorizing the execution and delivery of a funding loan agreement with respect to the issuance of the notes, a borrower loan agreement providing for repayment of the loan, a regulatory agreement governing the use of the projects and other note and loan documents; providing for the sale and delivery of the notes to Citibank, N.A.; and authorizing and directing appropriate officers of the Authority to execute such documents as are useful or necessary to the purposes of this resolution.

WHEREAS, the Housing Authority of the City of Tacoma (the "Authority") seeks to encourage the provision of housing for low-income persons residing in the City of Tacoma, Washington (the "City"); and

WHEREAS, RCW 35.82.020 defines "housing project" to include, among other things, "any work or undertaking . . . to provide decent, safe and sanitary urban or rural dwellings, apartments, mobile home parks or other living accommodations for persons of low income"; and

WHEREAS, RCW 35.82.070(5) provides that a housing authority may, among other things, "lease any . . . lands . . . embraced in any housing project and . . . establish and revise the rents or charges therefor"; and "sell, lease, exchange, transfer. . . or dispose of any real or personal property or any interest therein . . ."; and

WHEREAS, RCW 35.82.070(18) provides that a housing authority may, among other things and if certain conditions are met, "make . . . loans for the . . . acquisition, construction . . .

rehabilitation, improvement . . . or refinancing of land, buildings, or developments for housing for persons of low-income”; and

WHEREAS, RCW 35.82.020(11) and 35.82.130 together provide that a housing authority may issue bonds, notes or other obligations for any of its corporate purposes; and

WHEREAS, Renew Tacoma Housing LLLP (the “Partnership”), a Washington limited liability limited partnership of which the Authority is the sole general partner, has applied to the Authority for financial assistance for the purpose of providing part of the funds with which to acquire and rehabilitate the following nine apartment complexes, all of which will be leased by the Partnership from the Authority (the “Project”):

Property Name	Address	Number of Units
K Street Apartments	911 North K Street Tacoma, Washington 98403	43
G Street Apartments	401 North G Street Tacoma, Washington 98403	40
E.B. Wilson Apartments	1202 South M Street Tacoma, Washington 98405	77
Fawcett Apartments	3201 Fawcett Avenue Tacoma, Washington 98418	30
Ludwig Apartments	5425 South Lawrence Street Tacoma, Washington 98409	41
Sixth Avenue Apartments	2302 6 <sup>th</sup> Avenue Tacoma, Washington	64
Wright Street Apartments	602 South Wright Street Tacoma, Washington 98418	58
Bergerson Terrace Apartments	5301, 5303, 5305, 5307, 5309, 5311 and 5315 South Orchard Street Tacoma, Washington 98467	72
Dixon Village Apartments	5401-5512 South Stevens Street Tacoma, Washington 98409	31

; and

WHEREAS, the Project will be used by the Partnership to provide housing for low-income persons, and no more than an insubstantial portion of the proceeds of the Notes

(defined below) will be used in connection with the financing or refinancing of any portion of the Project to be used by the Partnership for any other purpose; and

WHEREAS, the Board of Commissioners of the Authority deems it necessary and advisable and in the best interest of the Authority to issue the Notes, and to use the proceeds thereof to make a loan to the Partnership for the purposes described herein; and

WHEREAS, it is anticipated that Citibank, N.A. will offer to purchase the Notes on the terms and conditions set forth herein; and

WHEREAS, RCW 35.82.040 provides that a housing authority may delegate to one or more of its agents or employees such powers or duties as it may deem proper, NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF TACOMA as follows:

Section 1. Definitions. As used in this resolution, the following words have the following meanings:

“Assignment of Deed of Trust and Loan Documents” means the Assignment of Leasehold Deed of Trust and Loan Documents to be executed by the Authority, relating to the assignment of the Authority’s interests in the Deed of Trust and the Borrower Notes, including any supplements or amendments thereto made in conformity therewith.

“Assignment of Equity Interests” means the Assignment of Equity Interests, Pledge and Security Agreement to be executed by the Partnership and the Authority (in its capacity as general partner of the Partnership), relating to the assignment of certain of the Authority’s equity interests in the Partnership, including any supplements or amendments thereto made in conformity therewith.

— “Assignment of Management Agreement” means the Assignment of Management Agreement to be executed by the Partnership and the Authority (in its capacity as manager of the Project relating to assignment to the Bank of certain of the Partnership’s rights under property management agreements with respect to the Project, including any supplements or amendments thereto made in conformity therewith.

“Assignment and Subordination of Developer Fees” means the Assignment of Subordination of Developer Fees, Pledge and Security Agreement to be executed by the Partnership and the Authority (in its capacity as developer), relating to the assignment of certain of the Partnership’s and the Authority’s interests in the development agreement with respect to the Project, including any supplements or amendments thereto made in conformity therewith.

— “Authority” means the Housing Authority of the City of Tacoma, a public body corporate and politic duly organized and existing under and by virtue of the laws of the State of Washington.

“Bank” means Citibank, N.A., as Registered Owner of the Notes, and any subsequent Registered Owner thereof.

“Board” means the Board of Commissioners of the Authority.

“Borrower Loan Agreement” means the Borrower Loan Agreement between the Authority and the Partnership providing for, evidencing and securing the obligation of the Partnership to repay the Loan, and including any supplements or amendments thereto made in conformity herewith and therewith.

— “Borrower Notes” means, together, the Multifamily Note (Real Estate) and the Multifamily Note (Cash Collateralized), to be executed by the Partnership in favor of the Authority and endorsed in favor of the Bank.

— “Code” means the Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

“Completion and Repayment Guaranty” means, together, the Completion and Repayment Guaranty (Including Operating Deficit Guaranty) and the Exceptions to Non-Recourse Guaranty to be executed by the Authority providing for a guaranty of certain of the Partnership’s obligations with respect to the construction of the Project and repayment of the Loan, including any supplements or amendments thereto made in conformity herewith and therewith.

“Construction Funding Agreement” means the Construction Funding Agreement to be executed by the Partnership and the Bank, setting forth certain covenants and conditions relating to the Loan, including any supplements or amendments thereto made in conformity herewith and therewith.

— “Deed of Trust” means the Multifamily Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, encumbering the Partnership’s leasehold interest in the real property and improvements and personal property constituting the Project, securing payment of the Loan, including the exhibits thereto (including, without limitation, the Master Lessor’s Subordination and Joinder, to be entered into by the Authority (in its capacity as lessor) and the Partnership), and any supplements or amendments thereto made in conformity herewith and therewith.

“Deposit Account Control Agreement” means the Deposit Account Control Agreement to be executed by the Partnership and/or the Authority, relating to the deposit of funds for the purpose of securing payments on the Loan and/or the Notes, including any supplements or amendments thereto made in conformity herewith and therewith.

“Draws” means incremental draws on the Notes.

“Environmental Indemnification Agreement” means the Agreement of Environmental Indemnification to be executed by the Partnership and the Authority relating to environmental claims with respect to the Project, including any supplements or amendments thereto made in conformity therewith.

“Executive Director” means the Executive Director of the Authority.

“Funding Loan Agreement” means the Funding Loan Agreement between the Bank and the Authority providing for a loan from the Bank to the Authority evidenced by the Notes.

“General Revenues” means the rent, fees and other revenues of the Authority from any source, except those revenues which are now or hereafter prohibited from being used for the purpose of paying Authority’s obligations under the Completion and Repayment Guaranty or Environmental Indemnification Agreement under the provisions of any law, regulation, contract or covenant, resolution or deed of trust (including restrictions relating to funds available to the Authority under the U.S. Housing Act of 1937).

“Governmental Lender Construction Note” means the Multifamily Mortgage Revenue Construction Note, 2015 (Renew Tacoma Housing Portfolio), of the Authority, issued pursuant to, under the authority of and for the purposes provided in this resolution.

“Governmental Lender Construction/Permanent Note” means the Multifamily Mortgage Revenue Construction/Permanent Note, 2015 (Renew Tacoma Housing Portfolio), of the Authority, issued pursuant to, under the authority of and for the purposes provided in this resolution.

“Loan” means the loan from the Authority to the Partnership of the proceeds of Draws on the Notes.

“Loan Documents” means, collectively, the Assignment of Equity Interests, the



Assignment of Management Agreement, the Assignment of Subordination of Developer Fees, the Borrower Loan Agreement, the Borrower Notes, the Construction Funding Agreement, the Deed of Trust, the Deposit Account Control Agreement, the Environmental Indemnity Agreement, the Master Lease Estoppel Certificate, the Replacement Reserve Agreement, any related UCC Financing Statements and any other documents relating to the Loan to be executed by the Partnership.

“Master Lease Estoppel Certificate” means the Master Lease Estoppel Certificate to be executed by the Authority and acknowledged and agreed to by the Partnership, relating to certain of the Authority’s rights under the master lease of the Project to the Partnership, including any supplements or amendments thereto made in conformity therewith.

“Notes” means together, the Governmental Lender Construction Note and the Governmental Lender Construction/Permanent Note. .

“Note Registrar” means the Executive Director of the Authority.

“Partnership” means Renew Tacoma Housing LLLP, a Washington limited liability limited partnership of which the Authority is the sole general partner, formed in connection with the Project.

“Project” means, depending on the context, (1) the acquisition and rehabilitation of nine affordable housing projects located on real property described in Exhibit A to the Deed of Trust, or (2) the affordable rental housing projects so acquired and rehabilitated.

“Proposal Letter” means the proposal letter dated September 21, 2015, prepared by the Bank setting forth certain of the terms under which the Bank may purchase the Note, as it may be amended and supplemented, and any supplement or amendment or commitment letter issued pursuant or supplemental thereto.

“Registered Owner” means the Bank, as registered owner of the Notes, registered as such on the registration books maintained by the Note Registrar.

“Regulatory Agreement” means the Regulatory Agreement executed by the Partnership for the benefit of the Authority governing the use of the Project, and including any supplements or amendments thereto made in conformity herewith and therewith.

“Replacement Reserve Agreement” means the Replacement Reserve Agreement between the Partnership and the Bank, providing for the establishment of a replacement reserve fund, including any supplements or amendments made in conformity herewith and therewith.

“Subordination Agreement” means the Subordination and Intercreditor Agreement between the Authority and the Bank and acknowledged by the Partnership, including any supplements or amendments thereto made in conformity herewith and therewith.

All other capitalized terms used but not defined herein shall have the meanings assigned to them in the Borrower Loan Agreement.

Section 2. Authorization of Notes and Loan and Application of Proceeds. The Authority shall issue the Notes in an aggregate original principal amount of not to exceed \$45,000,000 for the purpose of making a loan to the Partnership to provide a portion of the funds required to accomplish the Project and pay costs of issuing the Notes. Such Note financing is declared and determined to be important for the feasibility of the Project. All proceeds from Draws on the Notes shall be lent to the Partnership for those purposes. The Board finds that it is in the best interest of the Authority to issue the Notes for the purposes set forth in this resolution.

Section 3. Description of the Notes. The Notes shall be issued in registered form in an original aggregate principal amount of not to exceed \$45,000,000. The Notes shall be dated such date, shall be in such denominations, shall bear interest payable on such dates and at such rates, shall mature at such times and in such amounts, shall have such prepayment or redemption

Section 4 provisions and shall have such other provisions consistent with the purposes of this resolution as are set forth in the Funding Loan Agreement and the Notes.

Section 5. Draws on the Notes The Board authorizes the Executive Director, as authorized signer for the Authority, in its capacity as general partner of the Partnership, or his designees to make Draws against the Notes in such amounts and at such times as they may determine, those Draws to be made in accordance with the terms and provisions set forth herein and in the Loan Documents. Draws shall be recorded in such form as the Partnership and the Bank may agree. Draws shall be limited to an aggregate principal amount of \$45,000,000.

Section 6. Note Registrar; Registration and Transfer of Notes. The Notes shall be issued only in registered form as to both principal and interest and shall be recorded on books or records maintained by the Note Registrar (the "Note Register"). The Executive Director shall serve as Note Registrar for the Notes. The Note Register shall contain the name and mailing address of the Registered Owner of the Notes. The Note Registrar is authorized, on behalf of the Authority, to authenticate and deliver the Notes in accordance with the provisions of the Notes, the Funding Loan Agreement and this resolution, to serve as the Authority's paying agent for the Notes and to carry out all of the Note Registrar's powers and duties under this resolution and the Funding Loan Agreement. The Notes may be transferred only in accordance with the terms of the Funding Loan Agreement.

Section 7. Payment of Notes. Both principal of and interest on the Note shall be payable in lawful money of the United States of America and shall be paid by check mailed to arrive on or before each payment date, or in immediately available funds delivered on or before each payment date, to the Registered Owner at the address appearing on the Note Register on the date payment is mailed or delivered. Upon the final payment of principal of and interest on a

Section 8 Note, the Registered Owner shall surrender that Note at the principal office of the Note Registrar in Tacoma, Washington, for destruction or cancellation in accordance with law.

Section 9. Security for the Notes. The Notes shall be special, nonrecourse obligations of the Authority payable solely from Pledged Revenues (as defined in the Funding Loan Agreement) and such other funds and money as may be pledged or assigned under the Funding Loan Agreement. The obligations of the Authority under the Funding Loan Agreement and the Notes are not a debt of the City of Tacoma, the State of Washington or any political subdivision thereof and neither the City of Tacoma, nor the State Washington or any political subdivision thereof shall be liable thereon, nor in any event shall the obligations of the Authority thereunder be payable out of any funds or properties other than those of the Authority expressly pledged thereto. The obligations of the Authority under the Funding Loan Agreement and the Notes shall not constitute indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. The Authority has no taxing power.

The Authority pledges its General Revenues to payment of its obligations under the Completion and Repayment Guaranty and the Environmental Indemnification Agreement subject to release in accordance with their respective terms. The Authority reserves without limitation the right to issue other obligations, the principal of and interest on which are to be paid from the General Revenues on a parity of lien with the obligations of the Authority under the Completion and Repayment Guaranty and the Environmental Indemnification Agreement. At its option, the Authority may pledge any revenues that comprise a portion of the General Revenues to the payment of other obligations, such payments to have priority over the payments to be made

under the Completion and Repayment Guaranty and Environmental Indemnification Agreement with respect to that portion of the General Revenues so pledged.

Except to the extent of the pledge of the General Revenues of the Authority to payment of the Authority's obligations under the Completion and Repayment Guaranty and the Environmental Indemnification Agreement to which it is a party, neither the Authority nor any of the Commissioners, officers or employees of the Authority shall be personally liable for the payment of the Notes.

Upon the issuance of the Notes, the Authority shall cause the Loan Documents to be executed by the Partnership for the benefit of the Authority and/or the Bank, and shall assign certain of its rights under the Loan Documents to which it is a party to the Bank, as security for the payment of the principal of and interest on the Notes. The Authority shall retain rights under the Regulatory Agreement and certain rights under the Borrower Loan Agreement as described therein. Upon that assignment, the Bank shall collect, on behalf of the Authority, the principal and interest payments received under the Loan Documents, and shall apply the same to the payment of the principal of and interest on the Notes, and the Authority shall have no obligation to make principal and interest payments on the Notes except from those payments collected by the Bank on the Authority's behalf and those payments made pursuant to the Completion and Repayment Guaranty.

The Registered Owner shall not charge the Authority, in its capacity as issuer of the Notes, and, in such capacity, the Authority shall not be obligated to pay to the Registered Owner, any fees for or costs of collection and application of principal and interest payments under the Loan Documents or the Notes, including any fees for or costs of collecting such payments or exercising the power of sale or any other power under the Deed of Trust, nor shall the Authority

be obligated to pay for the application of such payments to the payment of principal of and interest on the Notes, except as may be required by the terms of the Completion and Repayment Guaranty. If the Notes are assigned and transferred to a new Registered Owner, the security interest in the Loan Documents shall be assigned to such new Registered Owner, and such new Registered Owner shall have the rights to carry out all of the duties of the prior Registered Owner as set forth in this resolution, including the duty to collect principal and interest payments under the Loan Documents and apply the same to the payment of principal of and interest on the Notes.

Section 10. Form and Execution of Notes. The Notes shall be in a form consistent with the provisions of this resolution, the Funding Loan Agreement and state law, shall bear the manual or facsimile signatures of the Chair of the Board and Executive Director of the Authority. The Notes shall be authenticated by the Note Registrar as set forth in the Funding Loan Agreement. No Note shall be valid for any purpose until so authenticated. The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Note so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this resolution.

Section 11. Preservation of Tax Exemption for Interest on Notes. The Authority covenants that it will take all actions necessary to prevent interest on the Notes from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Notes or other funds of the Authority treated as proceeds of the Notes at any time during the term of the Notes which would cause interest on the Notes to be included in gross income for federal income tax purposes. The Authority also covenants that, to the extent arbitrage rebate requirements of Section 148 of the Code are

Section 12 applicable to the Notes, it will take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Notes, including the calculation and payment of any penalties that the Authority has elected to pay as an alternative to calculating rebatable arbitrage, and the payment of any other penalties if required under Section 148 of the Code to prevent interest on the Notes from being included in gross income for federal income tax purposes (but only from amounts received by the Authority from the Partnership as payments for those purposes).

The Borrower Loan Agreement shall require the Partnership to reimburse the Authority for all costs to the Authority of its compliance with the covenants contained in this section, and the Authority shall not be required to expend any funds, other than such amounts to be reimbursed or other money received under the terms of the Borrower Loan Agreement, in so complying.

Section 13. Approval of Sale of Notes to Bank. It is anticipated that the Bank will offer to purchase the Notes under the terms and conditions contained in this resolution and the Proposal Letter. The Board finds that such offer is in the best interest of the Authority, and therefore approves the offer to purchase the Notes under the terms and conditions in this resolution and the Proposal Letter. The Notes will be delivered to the Bank with the approving legal opinion of Foster Pepper PLLC, municipal bond counsel of Seattle, Washington, regarding the Notes.

Section 14. Authorization of Documents and Execution Thereof. The Board authorizes the Executive Director to negotiate and approve the Regulatory Agreement, the Completion and Repayment Guaranty, the Assignment of Deed of Trust and Loan Documents, the Funding Loan Agreement, the Subordination Agreements, and the Loan Documents. The

Section 15 Board authorizes and approves the execution and delivery of, and the performance by the Authority of its obligations contained in, the Notes, the Assignment of Deed of Trust and Loan Documents, the Completion and Repayment Guaranty, the Subordination Agreement, the Regulatory Agreement, the Funding Loan Agreement, the Loan Documents to which it is a party, and this resolution and the consummation by the Authority of all other transactions contemplated by this resolution in connection with the issuance of the Notes. The Board authorizes and directs the Executive Director to execute on behalf of the Authority and to deliver the Assignment of Deed of Trust and Loan Documents, the Regulatory Agreement, the Completion and Repayment Guaranty, the Funding Loan Agreement, the Subordination Agreement, and the Loan Documents to which the Authority is a party, and such financing statements and other documents, instruments, and agreements as may be necessary or desirable in connection with the issuance of the Notes or required by the Bank as a condition to purchasing the Notes.

Section 16. Acting Officers Authorized. Any action authorized or directed by this resolution to be taken by the Chair of the Board or Executive Director may in the absence of such person be taken by the duly authorized acting Chair of the Board or the acting Executive Director, respectively.

Section 17. Changes to Titles or Parties. While the titles of and parties to the various documents described herein may change, no change to such titles or parties shall affect the authority conferred by this resolution to execute, deliver, file (if required), enforce and perform the documents in their final form.

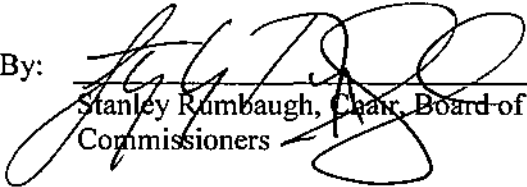


Section 18. Ratification and Confirmation. Any actions of the Authority or its officers prior to the date hereof and consistent with the terms of this resolution are ratified and confirmed.

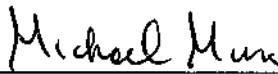
Section 19. Effective Date. This resolution shall be in full force and effect from and after its adoption and approval.

ADOPTED by the Board of Commissioners of the Housing Authority of the City of Tacoma at an open public meeting thereof this 16<sup>th</sup> day of December, 2015.

HOUSING AUTHORITY OF THE CITY OF  
TACOMA

By:   
Stanley Rumbaugh, Chair, Board of  
Commissioners

ATTEST:

  
Secretary-Treasurer



# TACOMA HOUSING AUTHORITY

## CERTIFICATE

I, the undersigned, the duly chosen, qualified and acting Secretary and Executive Director of the Housing Authority of the City of Tacoma (the "Authority") and keeper of the records of the Authority, CERTIFY:

1. That the attached copy of Resolution No. 2015-12-16(8) (the "Resolution") is a full, true and correct copy of the resolution of the Board of Commissioners of the Authority, as adopted at a meeting of the Authority held on December 16, 2015, and duly recorded in the minute books of the Authority;

2. That written notice specifying the time and place of the meeting and noting the business to be transacted was given to all members of the Board of Commissioners by mail, fax, electronic mail or personal delivery at least 24 hours prior to the meeting, a true and complete copy of which notice is attached hereto as Appendix I;

3. That the written notice described above was also posted on the Authority's website and prominently displayed at the main entrance of the Authority's administrative office at 901 South L Street, Tacoma, Washington 98405 and at the meeting site, if different, at least 24 hours prior to the meeting;

4. That the written notice described above was given to each local radio or television station and to each newspaper of general circulation that has on file with the Authority a written request to be notified of special meetings and to any others to which such notices are customarily given by the Authority; and

5. That such meeting was duly convened and held in all respects in accordance with law; that a quorum was present throughout the meeting and a majority of the members of the Board of Commissioners of the Authority present at the meeting voted in the proper manner for the adoption of the Resolution; that all other requirements and proceedings incident to the proper adoption of the Resolution have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 16<sup>th</sup> day of December, 2015.

A handwritten signature in cursive script that reads "Michael Mirra".

Michael Mirra, Secretary and Executive Director of the Authority