

TACOMA HOUSING AUTHORITY

BOARD OF COMMISSIONERS BOARD PACKET

January 27, 2016



TACOMA HOUSING AUTHORITY

BOARD OF COMMISSIONERS

Stanley Rumbaugh, Chair Dr. Arthur C. Banks, Vice Chair Janis Flauding Minh-Anh Hodge Derek Young

REGULAR MEETING Board of Commissioners

WEDNESDAY, January 27, 2016

The Board of Commissioners of the Housing Authority of the City of Tacoma Board will hold its Regular Meeting on Wednesday, January 27, 2016, at 4:45 pm.

The meeting will take place at:

902 South L. Street, 2nd Floor Conference Room Tacoma, WA 98405

The site is accessible to people with disabilities. Persons who require special accommodations should contact the Sha Peterson (253) 207-4450, before 4:00 pm the day before the scheduled meeting.

I, Sha Peterson, certify that on or before January 27, 2016, I faxed / EMAILED, PUBLIC MEETING NOTICE before:

City of Tacoma	747 Market Street	fax: 253-591-5123
	Tacoma, WA 98402	email: <u>CityClerk@cityoftacoma.com</u>
Northwest Justice Project	715 Tacoma Avenue South	fax: 253-272-8226
•	Tacoma, WA 98402	
KCPQ-TV/Channel 13	1813 Westlake Avenue North	email: tips@q13fox.com
	Seattle, WA 98109	
KSTW-TV/Channel 11	1000 Dexter Avenue N #205	fax: 206-861-8865
	Seattle, WA 98109	
Tacoma News Tribune	1950 South State	fax: 253-597-8274
	Tacoma, WA 98405	
The Tacoma Weekly	PO Box 7185	fax: 253-759-5780
observed construction and the second	Tacoma, WA 98406	
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and other individuals and organizations with residents reporting applications on file.

Sha Peterson
Executive Assistant

UPDATED AGENDA

REGULAR MEETING BOARD OF COMMISSIONERS

January 27, 2016 4:45 PM 902 South L. Street, 2nd Floor Conference Room Tacoma, WA 98405

- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. APPROVAL OF MINUTES
 - 3.1 Minutes of December 16, 2015—Regular Session
- 4. GUEST COMMENTS
- 5. COMMITTEE REPORTS
- 6. COMMENTS FROM THE EXECUTIVE DIRECTOR
- 7. ADMINISTRATION REPORTS
 - 7.1 Finance
 - 7.2 Administration Department
 - 7.3 Client Services
 - 7.4 Property Management
 - 7.5 Real Estate Development
- 8. NEW BUSINESS
 - 8.1 2016-01-27 (1), RAD A&E Work Addendums #5 & #6, Casey Dechant Architects
 - 8.2 2016-01-27 (2), Second Amendment to eightCloud Contract
 - 8.3 2016-01-27 (3), Bay Terrace II, Issuance of Revenue Bonds
 - 8.4 2016-01-27 (4), Bay Terrace II, 2500 Court G Omnibus Resolution
 - 8.5 2016-01-27 (5), Amendment to Income Program and Income Certification and Leasing Services with Allied Residential
- 9. COMMENTS FROM THE COMMISSIONERS
- 10. EXECUTIVE SESSION, if any.
- 11. ADJOURNMENT



TACOMA HOUSING AUTHORITY

MINUTES



TACOMA HOUSING AUTHORITY

BOARD OF COMMISSIONERS MEETING MINUTES REGULAR SESSION WEDNESDAY, December 16, 2015

The Commissioners of the Housing Authority of the City of Tacoma met in Regular Session at 902 South L Street, Tacoma, WA at 4:45 pm on Wednesday, December 16, 2016.

1. CALL TO ORDER

Vice Chair Arthur Banks called the meeting of the Board of Commissioners of the Housing Authority of the City of Tacoma (THA) to order at 4:49 p.m.

The Board began the meeting by welcoming THA's new staff. Deputy Executive Director (DED) April Black introduced Project Manager Osamu Arakawa and Grants and Resource Development Manager Karen Bunce. Osamu explained that his first task will be working with Tacoma Public Schools to gather data to see how students in THA's properties are doing compared to other students in Tacoma. He worked with Director of Administration Todd Crave and is delighted to continue his work at THA. Karen stated that she is honored to be at THA and is eager to go out to the community to continue the great work of THA. Vice Chair Banks welcomed them and stated how the Board values the staff and their hard work.

2. ROLL CALL

Upon roll call, those present and absent were as follows:

PRESENT

ABSENT

Commissioners

Stan Rumbaugh, Chair

Arthur Banks, Vice Chair

Janis Flauding, Commissioner

Minh-Anh Hodge, Commissioner

Derek Young, Commissioner

Staff

Michael Mirra, Executive Director

Sha Peterson, Executive Assistant

April Black, Deputy Executive Director

Ken Shalik, Finance Director

Barbara Tanbara, Human Resources Director

Pat Patterson, Property Management Director

Kathy McCormick, Real Estate Development Director

Greg Claycamp, Client Services Director

Todd Crave, Administration Director

Vice Chair Arthur Banks declared there was a quorum present at 4:49 p.m. and proceeded. Chair Stanley Rumbaugh arrived at 5:05 p.m. and left at 6:08 p.m. Commissioner Minh-Anh Hodge left at 6:19 p.m.

3. APPROVAL OF MINUTES OF THE PREVIOUS MEETING

Chair Stanley Rumbaugh asked for any corrections to or discussion of minutes for the Regula Session of the Board of Commissioners for November 18th and Special Session for December 7th. Commissioner Janis Flauding moved to adopt both sets of minutes; Commissioner Derek Young seconded.

Upon roll call, the vote was as follows:

AYES:

5

NAYS:

None

Abstain:

None

Absent:

None

Motion approved.

4. GUEST COMMENT

No guests in attendance.

5. COMMITTEE REPORTS

No committee reports.

6. COMMENTS FROM THE EXECUTIVE DIRECTOR

Executive Director (ED) Michael Mirra directed the Board to his report. Chair Rumbaugh stated that today Congress passed the 2016 budget. ED Mirra reported that it apparently contains the language proposed by Senator Murray directing HUD to renew the MTW contracts until 2028 without change unless the housing authority agreed to the chagne. Executive Director Mirra and Chair Rumbaugh reviewed the long and unsuccessful negotiations with HUD up to this point. Mirra also noted that while a renewed contract for ten years is very good news, it still leaves two important issues unresolved, requiring more negotiations. One pertains to the definition of the statutory requirement that MTW agencies serve substantially the same number of households as it would have served had it not been MTW. Mirra led a brief discussion of the various possible outcomes of the further negotiations. He emphasized that the issue has helpfully served to focus THA on the number of households left unserved when THA decides to spend a voucher dollar on other purposes. Those other purposes must be important enough to justify leaving households unserved. This will require a never ending reassessment to ensure that these decisions are intentional. Discussion about a chart Mirra provided depicting some present choices.

The second issue to be negotiated pertains to HUD's treatment of MTW reserves. HUD will determine how only how much reserves an MTW agency may have but whether those reserves can show on our books or must HUD hold them. Discussion ensued about the extent of THA reserves, THA's success to date in reducing the MTW portion of the reserves and the consequences to expect if MTW reserves did not show on THA's books.

7. ADMINISTRATIVE REPORTS

Client Services

Client Services (CS) Director Greg Claycamp directed the Board to his report. According to CS Director Claycamp, the focus of his report this month and last month is his department reorganization. Chair Rumbaugh asked for a run down on his reorganization. According to CS Director Claycamp, when he arrived two years ago there was a question of whether there should be a community services department. There is a fair amount of support from THA staff to move forward. This will mean shifting Client Services in ways that would better serve tenants and partners within the community. Client Services will then be divided into four teams: 1. Leadership team that collaborates with policy and innovation. He and April discussed the best way to shift the work and focus on quality assurance and build partnerships. His document outlines how the partnership is intended to work. Chair Rumbaugh asked if these are teams responsible for partnerships. CS Director Claycamp confirmed. The goal is to see if better engagement can reduce the costs of providing services. Chair Rumbaugh asked about the expertise and current personnel to effectively serve felons or juveniles released from custody. He envisions a collaboration with The Department of Corrections and other social agencies. CS Director Claycamp stated that a new program like this will go to the policy department and he understands discussions in the community are beginning for that purpose. Chair Rumbaugh stated that he has very good access to the secretary of corrections. ED Mirra will get information from Chair Rumbaugh. CS Director Claycamp stated that he is strongly focused on how his department can act differently to serve clients. For example, Sound Outreach has resources that could be of value to THA clients. Commissioner Derek Young asked for timeline for the reorganization. According to CD Director Claycamp, the first step is hiring a new program manager. He may be introducing this person at the next Board meeting. The next step would be to hire three program officers internally. He expects this to occur mid-January. There would then be a six-month period to develop overall training knowledge and expectations. ED Mirra noted that the CS reorganization shows a lot of thought and he is excited about it. It will create new positions but no net increase in staff. Instead, it will move staff around.

Property Management

Property Management (PM) Director Pat Patterson directed the Board to his report. He expanded on what CS Director Claycamp reported. Staff seek to improve tenant retention by serving them better. Part of this effort will increase the staff at the properties. Property Management (PM) is focused on RAD and getting ready to convert. Another focus for PM is backlog of units by end of year. They are trying new steps and protocols. PM

Director Patterson told the Board to expect a redesigned board reprot to provide more visual depiction of data and less narrative. He hopes to have something to present at next month's Board meeting. ED Mirra asked when the Board can expect us to turn a routoine unit within the 20-day time period that we have set as an interim goal, PM Director Patterson said the February report should show that. Vice Chair Arthur Banks asked how the waitinglist impacts that. Commissioner Janis Flauding stated that she thought THA had a list where residents can pick a site where they want to live. PM Director Patterson confirmed and added that they can be on multiple waitlists. Commissioner Flauding asked if THA has a set-up for help with security deposits. According to DED Black and PM Director Patterson, they have a meeting this week to phase this program in. Vice Chair Banks suggested shortening the waiting lists. PM Director Patterson stated that they are working on this and perhaps doing away with waiting lists. Commissioner Flauding suggested that THA's web site allow residents to make changes to their information (i.e., family size, if they are still interested, etc.). According to PM Director Patterson, this is already a plan. Commissioner Flauding also suggested obliging people on the wait list to affirmatively tell THA periodically of their continuing interest or be removed from the list. Commissioner Flauding asked about work orders and if residents can list multiple orders on one work order. PM Director Patterson will look into this. PM Director Patterson asked the Board if there was anything specific on his report that they would like him to focus on. Vice Chair Banks asked him to stick with what he has. ED Mirra mentioned that PM Director Patterson will have a different chart for unit turns in January.

Real Estate Development

Real Estate Development (RED) Department Director Kathy McCormick directed the Board to her report. According to her, THA has a sales agreement with Key Bank. Vice Chair Banks asked if THA paid what it was hoping for. RED Director McCormick stated that THA paid \$725,000, which is about half of the appraised value. ED Mirra stated that there will be a press release regarding the purchase of Key Bank.

8. NEW BUSINESS

8.1 RESOLUTION 2015-12-16 (1), Approval of Tenant Account Receivable Write-offs

WHEREAS, Tacoma Housing Authority (THA) provided housing services to Public Housing and Housing Choice Voucher participants who discontinued housing assistance with debt owing to THA, and

WHEREAS, Tacoma Housing Authority (THA) provided housing assistance payments to property owners in excess to the amount the owner is entitled to receive and the owner has not repaid this amount to THA, and

WHEREAS, Each individual included in this tenant account write off has been notified of their debt and given the opportunity to pay prior to this resolution, now, therefore be it

Resolved by the Board of Commissioners of the Housing Authority of the City Of Tacoma, Washington, that:

Authorizes THA staff to "write off" the following accounts and send these debts to an external collection agency to pursue collection action:

Collection Status	M-O Project#	Client#	Balance
W-O Collect	N G Str		
		00000257	\$1,973.55
		00013566	\$286.24
		Subtotal _	\$2,259.79
	6th Ave		
		00000230	105.77
		00007279	1013.72
		00008547	\$223.76
		Subtotal	\$1,343.25
	Bergerson Terrace		
		00000995	\$207.42
		00125530	\$2,045.13
		00146194	\$988.20
		Subtotal	\$3,240.75
Collection Status	M-O Project #	Client#	Balance
W-O Collect	Scattered Sites	00003255	\$380.63
		00143899	\$155.46
		Subtotal	\$536.09
	Dixon Village		
		00113331	\$583.27
	9 SF Homes		
		XX001447	\$612.00
	Salishan VII		
		XX001004	\$5,113.14
		XX001110	\$1,289.65
		XX001406	\$6,070.46
		Subtotal	\$12,473.25
	S M Str (EB Wilson)		
		00007042	\$1,271.76
		00146660	\$267.38
		Subtotal	\$1,539.14

S Fawcett		
	00145083	\$48.45
S Wright Str		
	00138014	\$90.00
S Lawrence Str (Ludwig)		
· -	00111915	76.57
	00007323	\$10,802.76
	Subtotal	\$10,879.33
North K St		
	00127439	\$468.38
Section 8	00001113	\$63.00
	713683	\$1,484.00
	718270	\$492.00
	Subtotal	\$2,039.00
Collection Status M-O Project #	Client #	Balance
WO No collect		
6th Ave		
	00120313	\$296.46
	00136130	\$14.41
	00140043	\$224.79
	Subtotal	\$535.66
Salishan VII		
	XX001056	\$7.00
North K Street		
	00137799	10.17
	00136242	\$290.84
	Subtotal	\$301.01
S M Str (EB Wilson)		
	00118921	\$105.00
	00141006	\$255.95
	Subtotal	\$360.95
S Fawcett		
	00121686	\$125.81
Grand Total Write offs		\$37,443.13

Stanley Rumbaugh, Chair

8.2 RESOLUTION 2015-12-16(2), Fiscal Year 2016 Agency Budget

WHEREAS, The Housing Authority of the City of Tacoma ("Authority") intends to incur expenses and other cash outflows for Fiscal Year 2016, and

WHEREAS, The U.S. Department of Housing and Urban Development (HUD) requires the Authority's Board to approve its annual Site-based budgets, and

WHEREAS, Authority staff is presenting to the Board of Commissioners of the Housing Authority of the City of Tacoma the Mid-Year 2015 approved agency wide budget as the budget for 2016. It is understood that a full budget process will occur the first half of 2016, and presented to the Board for approval at such time it is completed.

Resolved by the Board of Commissioners of the Housing Authority of the City of Tacoma, Washington that:

The Board of Commissioners of the Housing Authority of the City of Tacoma adopts the attached FY 2016 agency-wide budget. The Housing and Urban Development (HUD) required site-based budgets are also approved and are a subset of the overall agency wide budget. The Board of Commissioners hereby authorizes THA's Executive Director to implement and execute said budget. Expenses and other cash outflows are presented as follows:

<u>Expenses</u>	
Executive	\$ 799,649
Human Resources	733,332
Finance	1,118,771
Administration	2,186,738
Client & Landlord Services Overhead	318,990
Rental Assistance	34,401,893
Community Services	2,012,599
Development	1,984,743
Policy, Innovation & Evaluation	596,028
Real Estate Management Overhead	1,072,121
Property Management	<u>5,446,334</u>
Subtotal	50,671,017
Additional Cash Outflows	
Capital Expenditures	10,939,100
Debt Service	<u>195,240</u>
Subtotal	11,134,340
TOTAL APPROVED BUDGET	\$ <u>61,805,357</u>

Stanley Rumbaugh, Chair

8.3 RESOLUTION 2015-12-16 (3), Authorization to Award Contract to Synergy Business Solutions For Enterprise Financial System

A **RESOLUTION** of the Board of Commissioners of the Housing Authority of the City of Tacoma

WHEREAS, THA requires a cloud-based finance and accounting system that will integrate with Salesforce, and

WHEREAS, THA staff defined the requirements for its financial system and reviewed Intacct's response thoroughly to ensure it meets the agency needs, and

WHEREAS, On August 7, 2015, THA issued a Request for Proposal (RFP) for a new enterprise financial system, and

WHEREAS, THA received three (3) proposals, one of which was deemed unresponsive, and

WHEREAS, The top two (2) vendors were invited to THA offices to give product demonstrations, and

WHEREAS, The selection committee unanimously selected Intacct as its financial system, and

WHEREAS, Intacct engaged its local reseller, Synergy Business Solutions, to handle contract terms, issues licenses, and oversee the software customizations and implementation, and

WHEREAS, THA budgeted in 2015 for financial system customizations, and

WHEREAS, The contract with Synergy will cover product customizations, configuration, support, training, testing, data conversion, implementation, and annual product licensing of the Intacct product, now, therefore be it

Resolved by the Board of Commissioners of the Housing Authority of the City of Tacoma, Washington as follows:

THA Executive Director has the authority to negotiate and, if those negotiations are successful, execute a contract with Synergy Business Solutions for Intacct customization, implementation, and annual licensing.

Stanley !	Rumbau	gh.	Chair
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8.4 RESOLUTION 2015-12-16 (4), GENERAL CONTRACTOR/CONSTRUCTION MANAGER SERVICES (GCCM) FOR BAY TERRACE PHASE II

A **RESOLUTION** of the Board of Commissioners of the Housing Authority of the City of Tacoma

WHEREAS, Resolution 2010-2-24(6) Authorized THA's Executive Director to negotiate and execute the contract for the Construction Manager/General Contractor for the Bay Terrace Phase I and II project, and

WHEREAS, The resolution authorized THA's Executive Director to negotiate and execute the preconstruction service, construction management and general contractor services, and

WHEREAS, The initial phase of the contract was negotiated and awarded for constructing Phase I. It was completed by Absher in July, 2014, at a cost of \$18,312,882.38, and

WHEREAS, The Authority has developed a budget of \$18,210,330.00 for Phase II of the project. This includes pre-construction, construction, the 7% owner's contingency and applicable sales tax, and

WHEREAS, The project will be funded through a mix of financing strategies including Moving to Work (MTW) Funds, Equity contributions, and Permanent Loans, now, therefore be it

Resolved by the Board of Commissioners of the Housing Authority of the City of Tacoma, Washington as follows:

THA's Executive Director is authorized to negotiate and, if those negotiations are successful, to execute a contract modification with Absher Construction for its services as General Contractor/Construction Manager for the Bay Terrace Phase 2 project with a Guaranteed Maximum Price not-to-exceed \$18,210,330.

Approved: December 16, 2015	
	Stanley Rumbaugh, Chai

8.5 RESOLUTION 2015-12-16 (5), AWARD CONTRACT TO ROBINSON NOBLE FOR SUBSURFACE INVESTIGATION

A **RESOLUTION** of the Board of Commissioners of the Housing Authority of the City of Tacoma

WHEREAS, The Phase 1 Environmental Review indicated potential environmental issues at 602 South Wright Street Apartments and 2302 6th Avenue Apartments, and

WHEREAS, Robinson Noble performed a limited Phase 2 Environmental Review and that determined that the properties did have environmental issues, and

WHEREAS, THA determined that more delineation of the contaminated areas was necessary. THA asked Robinson Noble to develop a draft cleanup action plan that it submitted to the Washington State Department of Ecology for approval into its Voluntary Cleanup Program, and

WHEREAS, DOE determined that (i) additional investigation is needed to further delineate the environmental issues at Wright Street and (ii) the plans for the cleanup activities for 6th Avenue are initially acceptable to DOE, and

WHEREAS, the schedule for this work did not allow time for a normal competitive procurement because of the urgent RAD tax credit financial closing schedule; and

WHEREAS, THA performed a noncompetitive procurement and received a proposal to perform the work from Robinson Noble in the amount of \$167,936, and

WHEREAS, The work will be funded through Capital Funds, now, therefore be it

Resolved by the Board of Commissioners of the Housing Authority of the City of Tacoma, Washington as follows:

THA's Executive Director is authorized to execute a contract for subsurface investigation at 602 South Wright Street and environmental cleanup at 2302 6th Avenue Property to Robison Noble in the approximate amount of \$170,000, provided this authorization would go up to \$200,000 if the DOE scope of work requires the additional cost.

Approved: December 16, 2015

Stanley	Rumbaugh,	Chair
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8.6 RESOLUTION 2015-12-16 (6), Amend the Residential Floor Replacement Contract with Great Floors

A **RESOLUTION** of the Board of Commissioners of the Housing Authority of the City of Tacoma

WHEREAS, Tacoma Housing Authority (THA) used the Washington State contract with Great Floor as a means of procuring Great Floors as its floor replacement contractor to replace the floors in THA units upon a unit turn or upgrade. On May 26, 2015 THA executed a contract with Great Floors for this purposes for one year, with four (4) twelve month extensions permissible, and

WHEREAS, The current contract with Great Floors cannot exceed \$100,000, and

WHEREAS, THA is nearing this limit, and

WHEREAS, THA will need more flooring replacement, and

Resolved by the Board of Commissioners of the Housing Authority of the City of Tacoma, Washington as follows:

Authorize THA's Executive Director to amend the existing Residential Flooring Replacement contract to increase the contract value from \$100,000 to \$200,000.

Approved: December 16, 2015

Stanley Rumbaugh, Chair

8.7 RESOLUTION 2015-12-16 (7), Public Housing Scattered Sites Homebuyer Assistance – HomeSight Contract

A **RESOLUTION** of the Board of Commissioners of the Housing Authority of the City of Tacoma

WHEREAS, On June 24, 2015, the Board approved resolution number 2015-6-24 (4) that authorized the disposition and sale of THA's 34 public housing scattered sites; and

WHEREAS, THA seeks to sell the homes to low-income household for whom the purchase would be a responsible investment; and

WHEREAS, THA staff issued a Request for Proposal (RFP) to provide homebuyer counseling and education classes, to develop a sale schedule based on a pipeline of qualified buyers, to help prospective purchasers find first and/or second mortgages and down payment assistance from the Washington State Housing Finance

Commission, to market homes to Public Housing and non-Public Housing residents, to develop an affirmative fair housing marketing plan, and to monitor the recapture/anti-speculation provisions of the sales contracts; and

WHEREAS, THA posted the RFP on the WEBS listing serve and THA's website and forwarded it to three plan holders; and

WHEREAS, Two firms submitted proposals by the deadline of July 10, 2015, and THA determined that the one from HomeSight was responsive and responsible; and

WHEREAS, Staff determined that HomeSight was qualified to perform the services for the amount of not to exceed \$209,100, now, therefore be it

Resolved by the Board of Commissioners of the Housing Authority of the City of Tacoma, Washington as follows:

The Executive Director is authorized to negotiate, and if those negotiations are successful, execute a contract to HomeSight, in the amount of \$209,100 for the Home Buyer Assistance contract for the sale of the Public Housing Scattered Sites.

Approved: December 16, 2015

Stanley Rumbaugh, Chair

8.8 RESOLUTION 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, 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 listed below, all of which will be leased by the Partnership from the Authority (the "Project"); and

Property Name	Address	# of Units
K Street	911 North K Street, Tacoma, Washington 98403	43
aG Street	401 North G Street, Tacoma, Washington 98403	40
E.B. Wilson	1202 South M Street, Tacoma, Washington 98405	77
d ^{Fawcett}	3201 Fawcett Avenue, Tacoma, Washington 98418	30
eLudwig	5425 South Lawrence Street, Tacoma, Washington 98409	41
Sixth Avenue	2302 6th Avenue, Tacoma, Washington 98405	64
Wright Street	602 South Wright Street, Tacoma, Washington 98418	58
Bergerson Terrace b	5301, 5303, 5305, 5307, 5309, 5311 and 5315 South Orchard Street, Tacoma, Washington 98467	72
e _{Dixon} Village	5401-5512 South Stevens Street, Tacoma, Washington 98409	31

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:

<u>Section 1.</u> <u>Definitions</u>. 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 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 8. 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 9. 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 10. 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 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 11. 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 12. 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 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.

<u>Section 13.</u> 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.

<u>Section 14.</u> <u>Changes to Titles or Parties.</u> 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.

<u>Section 15.</u> 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.

<u>Section 16.</u> <u>Effective Date.</u> 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 16th day of December, 2015. HOUSING AUTHORITY OF THE CITY OF TACOMA

	By:
ATTEST:	Stanley Rumbaugh, Chair, Board of Commissioners
Secretary-Treasurer	

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 16th day of December, 2015.

Michael Mirra, Secretary and Executive Director of the Authority

8.9 **RESOLUTION 2015-12-16 (9)**, Renew Tacoma Housing LLLP

A RESOLUTION of the Board of Commissioners of the Housing Authority of the City of Tacoma authorizing the lease of Authority property to Renew Tacoma Housing LLLP, authorizing loans to Renew Tacoma Housing LLLP, approving the execution and delivery of documents relating to the rehabilitation of the K Street Apartments, the G Street Apartments, the EB Wilson Apartments, the Fawcett Apartments, the Ludwig Apartments, the Sixth Avenue Apartments, the Wright Street Apartments, the Bergerson Terrace Apartments, and the Dixon Village Apartments, and determining related matters.

WHEREAS, RCW 35.82.070 authorizes the Authority, among other things, to "prepare, carry out, acquire, lease and operate housing projects; [and] to provide for the construction, reconstruction, improvement, alteration or repair of any housing project or any part thereof," "lease or rent any dwellings... buildings, structures or facilities embraced in any housing project," "make and execute contracts and other instruments, including but not limited to partnership agreements," and "make... loans for the... acquisition, construction... rehabilitation, improvement... or refinancing of land, buildings, or developments for housing of persons of low income," 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 dwelling apartments, mobile home parks or other living accommodations for persons of low income," and

WHEREAS, RCW 35.82.040 authorizes the Authority to "delegate to one or more of its agents or employees such powers or duties as it may deem proper," and

WHEREAS, Pursuant to the authority provided by RCW 35.82.070, the Authority formed Renew Tacoma Housing LLLP (the "Partnership") with Tacoma Housing Development Group ("THDG"), and

WHEREAS, The Partnership has applied to the Authority for financial assistance for the purpose of providing part of the funds with which to acquire, rehabilitate, operate and maintain the K Street Apartments, the G Street Apartments, the EB Wilson Apartments, the Fawcett Apartments, the Ludwig Apartments, the Sixth

Avenue Apartments, the Wright Street Apartments, the Bergerson Terrace Apartments, and the Dixon Village Apartments consisting of 456 units (collectively, the "Project"), to provide housing for low income persons within the City of Tacoma, Washington (the "City"), and

WHEREAS, In connection with the financing for the Project, the Authority will lease the Project to the Partnership, and

WHEREAS, The financing for the Project will require the use of various funding sources, including tax-exempt bonds, low income housing tax credits and federal grants, and

WHEREAS, RBC-TACOMA PORTFOLIO, LLC (or one or more of its affiliates) (collectively, the "Investor") has offered to acquire the limited partner interest in the Partnership, and the Authority's Board of Commissioners (the "Board") finds and determines that the capital contributions expected to be made by the Investor to the Partnership will be sufficient, together with other available money, to enable the Partnership to acquire, rehabilitate, operate and maintain the Project, and

WHEREAS, As a condition to acquiring the limited partner interest in the Partnership, the Investor requested that the Authority amend and restate the Partnership's original limited partnership agreement and execute and deliver certain other agreements, certificates and other documents relating to the Partnership and the Project, which request the Board finds and determines to be reasonable, and

WHEREAS, The Board finds and determines that the Project likely would not be developed and maintained as housing for individuals and families of low income unless the Partnership was formed and the Investor committed to make its capital contributions to the Partnership, and

WHEREAS, The total cost of acquiring, constructing, equipping and financing the Project is not expected to exceed \$91,000,000, which will be financed by the Partnership with numerous sources of funds, including a loan of proceeds of tax-exempt notes issued by the Authority, seller financing and one or more loans from the Authority in the aggregate amount not expected to exceed \$41,000,000, and capital contributions from the Investor, and

WHEREAS, The Partnership will provide the Authority with a right of first refusal to acquire the Project at the end of the 15-year low-income housing tax credit "compliance period" for the Project, and

WHEREAS, The Authority wishes to undertake those steps as may be necessary, reasonable and/or advisable for it to serve as general partner of the Partnership and developer of the Project, and to obtain the various funding sources on behalf of the Project described above, and to make such funds available to the Partnership, and

WHEREAS, The Board finds and determines that the financial assistance to be provided by the Authority pursuant to this resolution is necessary to support the poor and infirm, and

WHEREAS, Based on the consideration of funding sources available for the Project, the need for affordable housing in the City, and other matters, it is necessary that the Authority proceed with the transactions described in this resolution, now, therefore be it

Resolved by the Board of Commissioners of the Housing Authority of the City of Tacoma, Washington as follows:

1. Approval of Partnership Documents. The Authority is authorized to continue as a general partner of the Partnership and to provide development services to the Partnership. The Chair of the Board, the Authority's Executive Director and their respective designees (each, an "Authorized Officer" and, collectively, the "Authorized Officers"), and each of them acting alone, are authorized and directed to execute, deliver and, if applicable, file (or cause to be executed and delivered and, if applicable, filed) on behalf of the Authority (acting on its own behalf or as general partner of the Partnership) (i) those documents listed in Exhibit A under the heading "Partnership Documents" (collectively, the "Partnership Documents"); and (ii) any other documents reasonably required to be executed by the Authority or the Partnership to carry out the transactions contemplated by the Partnership Documents. The Authorized Officers (and each of them acting alone) are further authorized and directed to take any other action and to execute such other documents as may be required to be taken or executed by the Authority, on behalf of itself or as general partner of the Partnership, under the provisions of or as necessary to carry out the transactions contemplated by the Partnership Documents (including the amendment of any such documents if necessary to further

- the purposes thereof or resolve ambiguities therein). From and after the date the Partnership Documents are effective, the Executive Director (or his designee) is authorized and directed, without further Board approval, to take such actions on behalf of the Authority as are required to be taken by the general partner of the Partnership.
- 2. Approval of Tax Exempt Loan Documents. The Authorized Officers (and each of them acting alone) are authorized and directed to execute and deliver, on behalf of the Authority (acting on its own behalf or as general partner of the Partnership) (i) those documents listed in Exhibit A under the heading "Tax Exempt Loan Documents" (collectively, the "Tax Exempt Loan Documents"), substantially in the forms on file with the Authority, with such changes, including any material changes, as the Authorized Officer executing such documents deems necessary or advisable; and (ii) any other documents reasonably required to be executed by the Authority or the Partnership to carry out the transactions contemplated by the Tax Exempt Loan Documents (including the amendment of any such documents if necessary to further the purposes thereof or resolve ambiguities therein).
- Approval of Housing Authority Loan Documents. The Authority is 3. authorized to lend to the Partnership up to \$41,000,000 of available Authority funds, all pursuant to the documents listed in Exhibit A under the heading "Housing Authority Loan Documents" (collectively, the "Housing Authority Loan Documents"). Such loan is intended to be in addition to the loan of Authority bond proceeds authorized by the Board's Resolution No. 2015-12-16(8) (the "Bond Resolution"). The Authorized Officers (and each of them acting alone) are authorized and directed to take all actions required of the Authority in connection with the loan to be made by the Authority to the Partnership in connection with the Project. In particular, the Authorized Officers (and each of them acting alone) are authorized to execute, deliver and, if applicable, file (or cause to be executed, delivered and, if applicable, filed) on behalf of the Authority on its own behalf or in its capacity as general partner of the Partnership, as applicable: (i) the Housing Authority Loan Documents, substantially in the forms on file with the Authority, with such changes, including material changes, as the Authorized Officer executing such document deems necessary or advisable; and (ii) any other documents reasonably required to be executed by the Authority or the Partnership to carry out the transactions contemplated by the Housing Authority Loan Documents (including the amendment of any such documents if necessary to further the purposes thereof or resolve ambiguities therein).
- 4. <u>Approval of HUD Documents</u>. The Authorized Officers (and each of them acting alone) are authorized and directed to execute and deliver, on behalf of the Authority (acting on its own behalf or as general partner of the Partnership) (i) those documents listed in Exhibit A under the heading "HUD Documents" (collectively, the "HUD Documents"), substantially in

- the forms on file with the Authority, with such changes, including any material changes, as the Authorized Officer executing such documents deems necessary or advisable; and (ii) any other documents reasonably required to be executed by the Authority or the Partnership to carry out the transactions contemplated by the HUD Documents (including the amendment of any such documents if necessary to further the purposes thereof or resolve ambiguities therein).
- 5. Approval of Real Estate Documents. The Authority is authorized to lease to the Partnership, for a term not exceeding 100 years, the Project and the land on which the Project is located, all existing improvements located on such land, and the Authority's interest in all personal property located on such land and in such improvements. The Authorized Officers (and each of them acting alone) are authorized and directed to execute and deliver, on behalf of the Authority (acting on its own behalf or as general partner of the Partnership), a lease transferring the Project and the land on which the Project is located to the Partnership in substantially the form on file with the Authority, the other documents listed in Exhibit A under the heading "Real Estate Documents" (the "Real Estate Documents"), and such other agreements and documents as are necessary for the Authority to transfer the land and Project thereon to the Partnership; provided however. any Authorized Officer may approve on the Authority's behalf any further changes to the draft Real Estate Documents (including material changes, changes to parties and changes to the title of any such document) and such Authorized Officer's signature on the final Real Estate Documents shall be construed as the Authority's approval of such changes.
- 6. Tax Credit Documents. The Authorized Officers (and each of them acting alone) are authorized on behalf of the Authority (acting on its own behalf or as general partner of the Partnership) to execute, deliver and/or file (or cause to be delivered and/or filed) all documents deemed necessary or appropriate to allow the Partnership to qualify for and obtain federal low-income housing tax credits in connection with the Project including, without limitation: the filing of one or more applications with the Washington State Housing Finance Commission; the execution of all necessary and related documents, including without limitation regulatory agreements, declarations and restrictive covenants; the making of determinations required by Section 42(m)(2)(D) of the Internal Revenue Code of 1986, as amended; and the making of certifications with respect to the Project and the Partnership of the type described in Treasury Regulation § 1.42-8(b)(4)(i).
- 7. Assignments. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority to execute and deliver one or more instruments (i) assigning to the Partnership the Authority's rights, if any, under construction contracts, architect's contracts, the geotechnical consultant contracts and other development contracts, as such rights pertain to the rehabilitation of the Project and (ii) assigning to lenders and others the Partnership's interests in such contracts.

- 8. Supplemental Authorization. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority (acting on its own behalf or as general partner of the Partnership) to: (i) determine that any document authorized by this resolution is, at the time such document otherwise would be executed, no longer necessary or desirable and, based on such determination, cause the Authority and/or the Partnership not to execute or deliver such document; (ii) execute and deliver and, if applicable, file (or cause to be delivered and/or filed) any government forms, affidavits, certificates, letters, documents, agreements and instruments that such officer determines to be necessary or advisable to give effect to this resolution and to consummate the transactions contemplated herein and/or further the acquisition, rehabilitation, development, financing, construction, and leasing of the Project; and (iii) cause the Authority and/or the Partnership to expend such funds as are necessary to pay for all filing fees, application fees, registration fees and other costs relating to the actions authorized by this resolution. Without limiting the scope of such authorization, such documents may include lease-up and marketing agreements, company management services agreements, development agreements, construction guaranty agreements, repayment guarantees, cash pledge agreements, environmental indemnity agreements, property management agreements, architect agreements. contractor agreements, housing assistance payment contracts, irrevocable consents and appointments of attorneys for service of process.
- 9. Execution of Duties and Obligations. The Board authorizes and directs the Authority's Executive Director to cause the Authority (whether acting on its own behalf or in its capacity as general partner of the Partnership, as applicable) to fulfill the Authority's duties and obligations, and cause the Partnership to fulfill the Partnership's duties and obligations under the various agreements authorized by this resolution. In the furtherance of the foregoing, the Authority is authorized to expend such funds (and to cause the Partnership to expend such funds) as are necessary to pay for all filing fees, application fees, registration fees and other costs relating to the actions authorized by this resolution.
- 10. <u>Increase in Authority Participation</u>. The Authorized Officers, and each of them acting alone, are authorized to decrease the principal amount of any loan or capital contribution authorized by this resolution by any amount, or to increase the principal amount of any loan by or capital contribution from the Authority by an amount up to \$1,000,000 more than the maximum principal amount for the loan or capital contribution stated in this resolution. The Board directs the Executive Director to report to the Board if the total amount borrowed by the Partnership for the Project exceeds the aggregate maximum principal amount stated in this resolution and the Bond Resolution for all loans to the Partnership.
- 11. <u>Acting Officers Authorized</u>. Any action required by this resolution to be taken by the Chair of the Board or the Executive Director of the Authority

- may, in such person's absence, be taken by the Vice Chair of the Board or the Acting Executive Director of the Authority, respectively.
- 12. <u>Changes to Titles or Parties</u>. While the titles of and parties to the various documents listed in Exhibit A hereto 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.
- 13. <u>Ratification and Confirmation</u>. All actions of the Authority and its officers prior to the date hereof and consistent with the terms of this resolution are ratified and confirmed.
- 14. <u>Effective Date</u>. This resolution shall be in full force and effect from and after its adoption and approval.

Approved: December 16, 2015

Stanley Rumbaugh, Chair

EXHIBIT A

TRANSACTION DOCUMENTS

Partnership Documents

- Amended and Restated Agreement of Limited Partnership by and among the Authority, THDG and the Investor;
- Development Agreement between the Partnership and the Authority;
- Purchase Option and Right of First Refusal Agreement between the Partnership and the Authority;
- Operating Subsidy Contract between the Partnership and the Authority;
- Property Management Agreement between the Partnership and the Authority;
- Reimbursement and Assignment Agreement between the Partnership and the Authority;
- Regulatory Agreements (Extended Use Agreements) among the Washington State Housing Finance Commission (the "Commission"), the Authority and the Partnership;

Tax-Exempt Loan Documents

- Funding Loan Agreement between the Authority and Citibank, N.A. (the "Bank");
- Government Lending Note (Real Estate) by the Authority in favor of the Bank:
- Government Lending Note (Cash Collateral) by the Authority in favor of the Bank;

- Continuing Disclosure Agreement between the Partnership and the Bank;
- Contingency Drawdown Agreement between the Partnership and the Bank;
- Regulatory Agreement between the Partnership and the Authority;
- Borrower Loan Agreement between the Partnership and the Authority;
- Construction Funding Agreement between the Partnership and the Bank;
- Multifamily Note (Variable Rate) by the Partnership in favor of the Authority and endorsed by the Authority in favor of the Bank;
- Multifamily Note (Fixed Rate) by the Partnership in favor of the Authority and endorsed by the Authority in favor of the Bank;
- Multifamily Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing from the Partnership in favor of the Authority, including the Master Lessor's Subordination and Joinder, to be entered by the Authority and the Partnership;
- Assignment of Multifamily Leasehold Deed of Trust and Loan Documents from the Authority to the Bank;
- Completion and Repayment Guaranty (Including Operating Deficit Guaranty) from the Authority;
- Exceptions to Non-Recourse Guaranty from the Authority;
- Agreement of Environmental Indemnification from the Authority and the Partnership;
- Replacement Reserve Agreement between the Partnership and the Bank;
- Deposit Account Control Agreement among the Partnership, the Authority and the Bank;
- Assignment of Housing Assistance Payments Agreement from the Partnership to the Bank;
- Assignment of Subordination of Developer Fees, Pledge and Security Agreement from the Partnership and the Authority to the Bank;
- Assignment of Management Agreement from the Partnership and the Authority to the Bank;
- Assignment of Equity Interests, Pledge and Security Agreement from the Partnership and the Authority to the Bank;
- Assignment of Equity Investor Capital Contributions, Pledge and Security Agreement from the Partnership to the Bank;
- Assignment of Project Documents from the Partnership to the Bank;
- Assignment of Architect's Agreement and Plans and Specifications from the Partnership to the Bank;
- Assignment of Construction Contract from the Partnership to the Bank;
- Authorization to Request Advances from the Partnership;
- Borrower's Certificate and Agreement from the Partnership;
- Master Lease Estoppel Certificate from the Partnership and acknowledged by the Authority;
- Title Escrow Agreement by and among the Partnership, the Bank and First American Title Company;

• Subordination and Intercreditor Agreement among the Authority, the Partnership and the Bank;

Housing Authority Loan Documents

- Master Loan Agreement between the Partnership and the Authority;
- Promissory Note (Renew Tacoma Housing Project Loan A) by the Partnership in favor of the Authority;
- Promissory Note (Renew Tacoma Housing Project Loan B) by the Partnership in favor of the Authority;
- Promissory Note (Renew Tacoma Housing Project Loan C) by the Partnership in favor of the Authority;
- Leasehold Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (Skyline Crest Apartments Master Loan) from the Partnership in favor of the Authority;
- Hazardous Substances Warranty/Indemnity Agreement by the Partnership in favor of the Authority;

HUD Documents

- Rental Assistance (RAD) Conversion Commitment (Public Housing and Section 8 Moderate Rehabilitation (Mod Rehab) Program Conversions; First Component) by and among the Authority, the Partnership and the U.S. Department of Housing and Urban Development ("HUD");
- First Amendment to RAD Conversion Commitment by and among the Authority, the Partnership and HUD;
- Rental Assistance Demonstration Use Agreement between the Partnership and HUD, together with the Rider to Use Agreement Relating to Foreclosure (for PBV and PBRA RAD conversions from Public Housing) between the Partnership and HUD;
- Section 8 Project Based Voucher Program PBV Housing Assistance Payments Contract New Construction or Rehabilitation between the Partnership and HUD, together with Rental Assistance Demonstration (RAD); Rider to the Section 8 Project Based Voucher Program (PBV) Housing Assistance Payments (HAP) Contract for New Construction or Rehabilitated Housing (Public Housing Conversions; First Component) between the Partnership and HUD, the LIHTC Rider to Housing Assistance Payment Contract (for PBV RAD conversions from Public Housing) between the Partnership and HUD, and the Lender Rider to Housing Assistance Payment Contract (for PBV RAD conversions from Public Housing) between the Partnership and HUD;
- Consolidated Owner Certification Rental Assistance Demonstration by the Authority and the Partnership;
- Certification and Assurances by the Authority and the Partnership;
- HUD Form 92458 Rental Schedule Low Rent Housing by the Partnership;

• Owner's/Management Agent's Certification (HUD Form 9839) by the Partnership and the Authority;

Real Estate Documents

- Lease Agreement between the Authority and the Partnership;
- Memorandum of Lease Agreement between the Authority and the Partnership; and
- Assignment and Assumption of Leases, Security Deposits and Service Contracts between the Partnership and the 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(9) (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 16th day of December, 2015.

Michael Mirra, Secretary and Executive Director of the Authority

9. COMMENTS FROM COMMISSIONERS

None.

10. EXECUTIVE SESSION

None.

11. ADJOURNMENT

There being no further business to conduct the meeting ended at 6:39 pm.

APPROVED AS CORRECT

Adopted: January 27, 2016

Stanley Rumbaugh, Chair



TACOMA HOUSING AUTHORITY

Real Estate Development Committee

Chair Stanley Rumbaugh

Finance Committee

Commissioner Minh-Anh Hodge Commissioner Derek Young

Citizen Oversight Committee

Vice Chair Banks

Education Committee

Commissioner Minh-Anh Hodge



TACOMA HOUSING AUTHORITY

COMMENTS FROM THE EXECUTIVE DIRECTOR



TACOMA HOUSING AUTHORITY

To: THA Board of Commissioners
From: Michael Mirra, Executive Director

Date: January 20, 2016

Re: Executive Director's Report

This is my monthly report for January 2016. The departments' reports supplement it.

1. MTW NEGOTIATIONS WITH HUD

I write to confirm the very good news we received over Christmas: Congress included in the 2016 federal budget, which President Obama has since signed, the MTW provision that Senator Murray had proposed. The provision directs HUD to extend all MTW contracts until 2028 without any change unless the MTW agency agrees to the change. Since then HUD's representatives have written us their intention to propose renewed contracts with only minor "technical" changes. They will be discussing those changes with the Steering Committee, which represents the MTW agencies. I do not think that, after two years of negotiations, anyone from HUD or the MTW agencies has much appetite or energy to propose substantive changes.

Please remember, however, that as tired as we all may feel further work will be necessary to resolve two issues that a renewed contract does not address: (i) defining the statutory requirement that we serve "substantially the same" number of households that we would be serving if we were not MTW; (ii) the meaning and effect of Treasury Department rules that, by HUD's reading, require our MTW reserves to show not on our books but on HUD's. Both of these issues will require further negotiations. The Steering Committee is preparing for them.

2. STRATEGIC PLANNING

With my September memo to the Board I was pleased to include a draft of the performance measures for each of THA's seven strategic objectives, with proposed baselines and targets for each. As I did the last three months, I write again to remind the Commissioners to try and find the time to review that document. I will bring another copy to the Board meeting next week. I had hoped to formally present it to the Board in January for approval and in advance of that date to schedule a Board study session. The RAD project has delayed our ability to do that. At the January meeting, I hope to have a new schedule to propose. Thank you for your patience.

3. A LOOK AHEAD FOR 2016

In my report to the Board of January 2015, I listed the challenges and opportunities we expected in 2015. I list them below with a review on how we did on each. I also show what we expect in 2016. In addition, I attach a list of THA's open projects sorted by THA's seven strategic objectives. Those projects show a more fine grained depiction of the work we expect. In general, 2016 will be as busy as 2015. But, importantly, 2016 should begin to show the payoff for much work over the past few years.

3.1 Property Purchases

In 2015, THA made notable property purchases. Let us recall the three reasons why THA would buy a property.

- to preserve a property's affordability that might otherwise be lost, either short-term or long;
- to help a neighborhood by buying a property that either is poorly maintained or poorly managed;
- to make money either in cash flow or projected investment value.

For one or more of these reasons, we bought or contracted to buy the following properties:

- New Look Apartments and nearby parking lot
- Outrigger Apartments
- Key Bank building, and adjacent parking lot
- Hilltop Loft's property

We were not able to buy Lakeside Landing. For the second time, we were outbid. We will continue to monitor that property for another chance.

3.2 Bay Terrace Phase 2

In 2016, we will close on the financing for Bay Terrace Phase 2 and begin construction that should finish in 2018.

3.3 New Salishan

In 2016, we expect that D.R. Horton will build and sell the remaining of its single family homes at New Salishan. When all done, we will have about 340 single family homes giving Salishan an important range of family incomes in a community of owners and renters. This will be an important milestone of an effort that started in 2004, weathered a default of a major former partner, and a deep recession and a collapse of the mortgage and real estate market. After those

homes are built and sold, the only remaining housing to develop at Salishan will be on the 18 finished lots in Area 2B on which we envision town homes.

We must still finish the commercial core. It has been stalled since the recession. Our vision for that property needs review to account for the community center MetroParks is planning for just south of Salishan. (At the board meeting, the Board will hear a presentation from MetroParks about that center it is planning.) For our property in the Salishan core, we still hope for community buildings to house THA staff, programming, retail, a café or grocery store, a bank/credit union and the region's largest early childhood development/child care center. Perhaps 2016 will clarify what is feasible.

3.4 Hilltop

For the past 12 years, building Salishan has been THA's preoccupation. That was reasonable. By some measures THA is not a large housing authority. By any measure, New Salishan was a large project. It is not done yet but we can see the end of it.

Our Hilltop purchases and Bay Terrace Phases 1 and 2, and our Education Project's investment in Hilltop schools, denote THA's return to the Hilltop. This is timely. After decades of disappointed hopes, the Hilltop now enjoys a plausible expectation of its own blossoming. Sound Transit will build the Light Link extension from downtown up to 6th Avenue and down MLK Avenue to South 19th. Rents are already rising. Investors are planning large scale developments.

The development potential is evident from a report THA commissioned in 2014 from Kidder Mathews. It is a market survey of the Hilltop. Among other findings it reported 21,760 jobs in the Hilltop. Yet, it reported, Hilltop residents filled only 435 of those jobs (2%). The development challenge is to get more of those people who work on the Hilltop to also live there, walk there, shop there, eat there and play there. This suggests a likely market among these workers for high quality affordable housing near their employment.

The social justice challenge is to get more present residents into those jobs and in general to help the Hilltop develop but in an equitable way. If it goes wrong, in fifteen years the Hilltop may look like Ballard in Seattle where the only affordable housing will be what had been years before. If it goes right, the Hilltop will be what THA's mission statement tells us to promote: a neighborhood that low income people experience that is "safe, vibrant, prosperous, attractive and just."

The Hilltop properties that THA is purchasing are in close enough proximity (within one block of each other) to allow for master planning. In 2016, we will

engage in master planning and community consultation to envision what it can and should be.

3.5 Property Sales

We arranged to sell our portfolio of about 100 single family homes. We did that for several reasons:

- we need the cash for our other development activities;
- we are not set up to efficiently manage a portfolio of scattered single-family homes; instead we are set up to manage a portfolio of apartment buildings or denser communities like Salishan;
- we will sell about 35 of these homes to qualified low-income purchasers and in that way help them prosper with responsible mortgages.

3.6 Rental Assistance Demonstration (RAD) Conversion Project

This ambitious project will refinance THA's entire portfolio. Planning this project, understanding the shifting HUD rules for the RAD program, and finding the financing have been staff's preoccupation for the last year or so. The Board will hear at the meeting that we are working through last minute challenges that will delay closing again, this time until March.

3.7 Rent Reform

We are now three years into our Housing Opportunity Program (HOP). The Board will recall that HOP offers a somewhat lower rental subsidy. We began considering this in 2011 in response to the budget cuts we then expected as part of federal "sequestration". We sought ways to manage those cuts without terminating any family. We call it "thinning the soup" so we do not have to take plates away from the dinner table. This allowed us to weather the sequestration cuts without cutting anyone from the program. Instead, we added families, and continued to fund our other services. HOP also made other changes intending to spur people to increase their earned income: for work-able people, it imposed a five year time limit; it imposed a fixed subsidy so people can receive the full benefit of any wage increase; and it offers enhanced supportive services to help people strive.

We limited HOP to new customers off our waiting list. We did not extend it to previously added families.

We now have 3 years of data on HOP outcomes. We will spend 2016 reviewing the data. To help us do that, in 2015 we created the new Department of Policy, Innovation and Evaluation. We also contracted with the Urban Institute to be a source of research and evaluation expertise. I expect in 2016 to present the Board with a report on the HOP outcomes and recommendations on whether and in what way to extend HOP through the rest of the households we serve.

3.8 THA's Education Project

2015 was a year of assessment, restaffing and new initiatives for THA's Education Project. In 2016 we hope to absorb the lessons we have learned from 5 years worth of data and experience and to tale the project it to a much larger scale. We will do this with an ever maturing partnership with the Tacoma Public School District, Tacoma Community College and others.

- McCarver Elementary School Housing Assistance Program
 Last year THA and the Tacoma Public School District made two decisions about the McCarver Elementary School Housing Assistance Program.
 Starting in 2015 we turned the program at McCarver from a pilot to a regular offering of the school; starting September 2016 we will begin its extension to other elementary schools in Tacoma with ruinous student transient rates because of family homelessness. We will spend the time until then examining the data from four years of the McCarver program and adjust the model to account for what did and did not work.
- Tacoma Community College Housing Assistance Program In 2015 we launched the Tacoma Community College (TCC) Housing Assistance Program. We launched it as a pilot program. The pilot provides housing assistance to homeless enrolled TCC students, and their families. The assistance lasts for three years or until graduation, whatever occurs first. It requires the student to make adequate academic progress toward a degree. The main outcome we will track is graduation rates compared to unassisted homeless students and to other TCC students generally. TCC and THA initially thought that we need three years of data to judge the program model. Yet the first year's data are quite promising: of the 145 homeless students who applied but did not fit into the pilot cohort, only 23% remained enrolled after one year; in contrast, 95% of the 23 assisted students remain enrolled after one year; the 3.09 grade point average of the assisted cohort is higher than the aggregate grade point average of TCC students generally. In 2016, TCC and THA will decide whether on the strength of these initial outcomes we should expand the cohort sooner than three years.

• College Savings Accounts for the Children of Salishan
In 2015 THA, the Tacoma Public School District and partners launched the College Savings Account program for the children of Salishan.
Enrollment got off to a slow start. In early 2016 we hope to solve that.
We also will learn a lot about our prospect for raising the money this program will require. Our fund raising got off to a very good start in 2015. As part of that start, we received a matching challenge grant from the Sequoia Foundation of \$500,000 over seven years. Our first goal is to find that match. We have very good prospects. THA and TPS have resolved not to launch a cohort unless we have the money committed to see it through high school.

3.9 Reopen the HOP wait list

We did reopen the HOP waiting list. In ten days we received about 10,000 applications. From that pool, we randomly chose 1,200 to place on our wait list. It was a successful effort. For the second time, we did all of this electronically and on-line. (No more long lines of applicants.) A journalist and an attorney from Northwest Justice Project accepted our invitation to monitor the process and they expressed no concerns. The New Tribune covered our wait list re-opening with a thoughtful article that emphasized the community's unmet need for housing. The entire effort helped to remind us how many people need what we provide and how we do not have nearly enough to meet the needs in our city.

3.10 Redesign of our enterprise software

We are well underway with our redesign of our business software using Salesforce. In 2016, we should start rolling out its elements.

3.11 Remodel of the 902 South L Street and the FIC and the maintenance shop
We have finished the remodel of the 902 building! By all accounts, it has been a
success. It fixes the longstanding problems with the building's heating and
cooling system. It will cure the air quality problems we had. It will address our
longstanding overcrowding that began when we lost the office space at Salishan
when we tore down the old administration building in 2002. We never recouped
those loses. With this redo of the 902 building we recover some of the lost space.
We have delayed the fix up of the FIC and the Salishan maintenance shop.

3.12 Reorganization

In 2015, we reorganized. We made property management into its own department to allow more emphasis on that important function. We combined rental assistance and community services into the new department of client services. We created the new department of policy, innovation and evaluation. We created a new position of deputy executive director. And we decided to forego a chief operating officer, for now. In 2016, I hope we will see the full benefits of this reorganization.

3.13 Strategic Planning

I hope and expect 2016 will see the consummation of important strategic planning. Here is a chart showing its elements and what is done and what is left to do:

Γ.	What the Board Chooses:	Status
	THA's Statement of Vision	Done
	THA Mission Statement	Done
	Strategic Objectives	Done
Γ	Performance Measures for each strategic objectives	Partially done
h	What the Staff Chooses	
e	Strategies to try to attain each strategic objective	Partially done
	Performance measures for each strategy	Not Done
В	Projects, with performance measures	Ongoing
o₩	Job objectives	Ongoing

The Board has chosen THA's seven strategic objectives. It has tentatively chosen their performance measures. Staff is drafting proposed baselines and targets for those measures. In September I delivered to the Board a draft of those baselines and targets. Staff continue to refine it. In February I hope to schedule a study session to review the proposal in advance of the Board meeting at which I will ask the Board to adopt them. This is later than our last schedule for all this. Our preoccupation with RAD has set us back.

Once the Board chooses its performance measures, baselines and targets, staff will then choose the strategies we will try in order to meet those targets. Each of the strategies will have their own performance measures.

This project's final step will build our digital dashboard to track and display these strategic goals and our performance. Getting that built is part of our software upgrade. That dashboard, offering varying detail as the viewer may choose, will be available to the Board, staff and the public. I hope it will change Board meetings. I hope it will allow the Board to focus on broader metrics and to ask how we are doing, and why or why not we are meeting performance measures.

3.14 Data and Evaluation

In 2015 THA took some important steps toward tying its work more closely to research, data and meaningful evaluation.

• THA's Department of Policy, Innovation and Evaluation
In 2015 we launched THA's Department of Policy, Innovation and
Evaluation. I hope this will greatly improve our use of research, data and
evaluation. It should do this by making it an intentional function and
responsibility within THA.

Urban Institute Contract

In 2015, we signed an innovative contract with the Urban Institute. This will provide THA with three services: social science literature research reported to us in decision ready and understandable English; program design; and third party evaluation. This capacity should help us in two main ways. First, it will greatly inform and sharpen our program choices about what works and what does not work. Second, it should help us raise money for our initiatives. It should help do this because it will show our self-confidence that we would subject our efforts to expert third party evaluation, it will allow funders and potential funders better confidence that their investments will produce results, and, at the least, it will show if their investments produce results.

THA signed this contract with Seattle Housing Authority (SHA), King County Housing Authority (KCHA) and Home Forward (Portland). We did this together with the hope of saving money by pooling our use of the Urban Institute. In 2016 we expect to learn if such savings show.

DSHS Data Exchange

DSHS stands out among the nation's social service state agency for its sophisticated data capacity. It collects data from all state systems, including DSHS programs, school districts, Department of Labor and Industries, Department of Corrections, Health Care Authority, Children Administration, and Juvenile Justice. THA, SHA and KCHA have signed agreements with DSHS to share data with DSHS. Furthermore, DSHS is arranging a similar data share with HUD to reach all housing authorities. This will allow us to ask interesting questions such as, "How do children in THA's program do in school compared with other low-income children?" "How do their health outcomes compare?" What happens to an adult's wage progression during their time in THA's programs, and afterward?".

In these ways, I expect 2016 will be another year for THA to further explore its mission of housing people and, more than that, to house them in ways that also help them prosper and that help our city develop equitably.



January 20, 2016

Strategic Objectives

ADMINISTRATION

highly efficient and effective in the customer service it provides to the public and among its departments. It will provide a workplace that attracts, develops and retains motivated and THA will have excellent administrative systems. Its staff will have skills that make THA talented employees.

January 20, 2016

Administration

STRATEGIES SUPPORTING STRATEGIC OBJECTIVE	DATE ENTERED
1. ATTRACT AND KEEP GOOD STAFF AND IMPROVE OR ADDRESS OTHERS	DECEMBER 30, 2006
THA will recruit, hire and keep staff who excell at their work, who work hard and who care about THA, its mission and its customers. THA will seek to improve or address staff who do not perform up to these standards.	

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. 2013 Wellness Project

Open

6/30/2016

THA and Archbright have a two phase project to development competency -based job descriptions and to conduct eadership development training.

2. Benefit Consultant for 2017 benefits

Open

1/31/2017

Conduct an RFP for a consultant who will conduct an extensive alaysis of all possible healthcare insurance options. Once the healthcare decision is made, determine options for changing other parts of the overall insurance package and/or more extensive cost sharing. All of this is done in partnership with OPEIU and non-represented staff.

4. Contract Negotitions-OPEIU

Open

6/30/2016

The collective bargaining agreement between THA and OPEIU expires June 30, 2015. This project pertains to the effort to negotiate a new contract.

January 20, 2016

S

Administration

Deploy an internal site for employee engagement

Ongoing

Open

This project will manage the functions of tacomahousing info. This is an internal website that allows all departments to share up-to-date information, introduce new employees and projects, and engage employees.

Employee/Labor Incident Response Project

9

Ongoing

Open

Assisting mgmt with employee issues- coaching, discipline, Reasonable Accommodation, Workers Compensation injuries, contract interpretation, dispute resolution is of paramount importance for the HR dept. This projects sets goals for ensuring this is done in such a way to show real value to our customers and to produce effective results.

7. Internship Program with University of

Open

Washington-Tacoma

12/31/2018

three purposes: (1) provide THA with assistance from students with valuable skills, e.g, GIS, planing, research; (2) This project seeks to create a THA internship program for Urban Policy students of the UW-T. This would serve give students a valuable professional experience; (3) create a potential pipeline of future THA staff.

8. Performance Evaluation-research and procure

3/1/2017

Open

A new performance evaluation system will be researched and purchased. The process of finding the right new evalaution will be vetted with OPEIU, Trades and non-rep employees.

Strategic Objectives, Strategies and Projects with Detail With All Strategies, Open PROJECTS

January 20, 2016

Administration

9. Posting on Share Drive

6/30/2016

Open

Drive. Employees who only have read permission to this drive will be asked to send their document/information to The Share Drive is accessible by all THA employees. Only Cabinet members are permitted to post on the Share THA Executive Assistant. The EX will be assigned the task on posting to the ShareDrive.

10. Publish a quarterly staff newsletter

Ongoing

Open

THA is a diverse agency with many programs and activities. This project will create a high-quality newsletter that is news, new hires and other agency-related news. This newsletter is published with help from the Human Resources interesting, colorful, and relevant to THA staff. The newsletter is published quarterly and will have department

11. Sept 2014Employee Engagement Survey

Open

12/30/2016

The HR dept will use the same opinion survey used in previous years one last time. This will allow THA to see how we comparew ith the last surveys done in 2010, 2011 and 2013.

12. Update 2016 Variable Pay Program

Open

6/30/2017

THA's Variable Pay Program will be (1) rolled out for maintenance personnel and (2) updated, negotiated with OPEIU and implemented in 2016.

13. Variable Pay-Maintenance

Open

12/30/2016

Revise current Variable Pay program so that it works for maintenance personnel

Administration January 20, 2016

DECEMBER 30, 2006 DATE ENTERED Project Due Date Ongoing Develop processes and forms related to functions performed within the Administration Department. EFFICIENT, TRANSPARENT AND COMPLIANT FINANCIAL AND ADMINISTRATIVE transparent and compliant with its own rules and the pertinents rules of THA will have financial and administrative systems that are efficient, Admin - Department Forms and Processes STRATEGIES SUPPORTING STRATEGIC OBJECTIVE Projects Supporting Strategy regulators. SYSTEMS

6/30/2016 more minor tasks that are not worth their own project entry. Asset Mgt - Tax Credit Year 15 Analysis 8

This project refers to miscellaneous tasks in the Administration Department. It will be a place to record and track

Administration Department - Miscellaneous

7

Ongoing

Open

from the investors at the end of the 15 yaer compliance period. THA has a similar purchase right for properties it THA has tax credit properties. As part of the deal with the investors, THA has a right to purchase the properties financed as a conduit issuer of bonds. This project will calculate the purchsae price for each property.

Administration January 20, 2016

Create balanced budget for coming fiscal year. Do so in manner that provides direction from the Board of Commissioners and Executive Director. Incorporates input from all departments.

Budget Process - 2016

6/30/2016

Open

THA needs current business process for each process performed in the agency as well as a system that will ensure these processes are maintainted, accurate, and improved upon. This project covers all processes that are either 1) 12/31/2015 needed now due to their immediacy, or 2) not part of the Salesforce Implementation project. Open Desk Manuals/Forms Project Revised S,

6. Electronci Billing of Utility Bills

6/30/2016

Open

Work with City of Tacoma to transition utility bills to an electronic format

The Families in Transition (FIT) Program offers THA units to homeless families. It links housing with services and requires a commitment from the family to an individualized case plan. This project will review our FIT processes 2/29/2016 and forms. It will make sure they are clear and meet the needs of property management. Open FIT Program: Review of Processes and Forms ∞.

THA has a number of software projects under development and slated for future development. This project will Ongoing IT - Ongoing Software Development Projects rack them along with their delivery dates. 6.

Administration This project will plan, design, develop, and implement THA's new enterprise software system on the Salesforce 8/31/2016 Open IT - Salesforce Enterprise CRM Impementation PROJECTS January 20, 2016 10.

Rederal and state laws set forth THA's obligation to make its services adequately available to persons with a limited 11/3/2014 Open Limited English Speaker Plan (LEP) platform.

11.

12.

ability to speak, read or understand English. This project will research those obligations and design and implement 12/31/2015 he plan for fulfilling them. This plan will appear in the appropriate desk manual. Lock Box THA is transitioning the PM tennant payments from being posted at the sites to a centralized Lock Box. The end goal is to have tenants pay electronically.

In another project THA will identify the various performance measures for its work. This project will devise ways 2/27/2015 Open to track and display the agency's results according to these measures. **Miscellaneous IT Projects** 13.

Public Meetings Act and Public Records Act. This project will get that done for present THA officials and imbed it A new state law requires officials of public agencies to receive periodic training in the requirements of the Open 3/31/2016 Open into the appropriate business process. **OPMA** 14.

January 20, 2016

15. PCI - Tracking Small and Attractive Assets

Ongoing

Open

Administration

Develop, implement, and maintain system for tracking and disposing of small and attractive assets througout the

16. Project Management Data Base

11/4/2016

statements and strategies; (ii) to allow managers and staff to track projects and assignments; (iii) to allow project THA has commissioned the creation of a data base for several purposes. (i) to link projects with agency mission earns and other staff to share information about a project; (iv) to produce attractive reports.

17. RE-ORGANIZATION IMPLEMENTATION

hen

2/29/2016

IHA has decided to re-organize. Choosing the new organizational structure was the subject of Project No. EX-2014-7. This project will implement the transition.

18. Review of Payroll Service and possible Conversion

Open

9/30/2016

Ongoing

Open

Current payroll system is challenging both to staff and administratively. The goal is to reveiw, go out for RFP, and possibly change to a system that better suits the agencies needs in 2012

 Risk Mgt - Managing THA's Risk in Light of Meth Contamination

Assess THA's risk in regards to methamphetamine contamination.

PROJECTS January 20, 2016

Administration

DECEMBER 30, 2006 DATE ENTERED THA will provide excellent service to its internal and external customers. IMPROVE SERVICE TO INTERNAL AND EXTERNAL CUSTOMERS STRATEGIES SUPPORTING STRATEGIC OBJECTIVE

Projects Supporting Strategy

Admin - Cell Phone Reimbursement Policy

Open

7/31/2015

Project Due Date

This project will design a policy and process for THA to offer employees a reimbursement for their cell phone plan that will take the place of company-issued cell phones.

Complaint Resolution System 7

Open

12/31/2014

THA needs a system that allows for its efficient and effective system for tracking the grievance hearing requests and outcomes. This will allow us to track our hearing outcomes to identify areas needing improvement and respond to any civil rights requests.

Compliance - QA Reviews 3

Open

Ongoing

Put in place process and schedule for performing regular file reviews at all properties and for all projects. Includes resource planning and determining what additional staff may be required to perform these tasks or whether we can reallocate tasks currently performed in compliance to other areas of the agency.

Administration 12/31/2015 January 20, 2016

THA needs current business process for each process performed in the agency as well as a system that will ensure these processes are maintainted, accurate, and improved upon. This project covers all processes that are either 1) needed now due to their immediacy, or 2) not part of the Salesforce Implementation project. Desk Manuals/Forms Project Revised

There is currently steps in place for employee separation. A process needs to be in place to ensure that these steps 3/31/2016 **Employee Separation Process-Streamline**

'n

modify user records, eliminating the need to call contractor each time a new tenant moves into our senior buildings. Procure necessary equipment to enable THA to assign access codes to individuals. Will also enable THA staff to 3/31/2015 IT - New Key Card Access Equipment ું

Develop means to communicate to staff, landlords, advocates, and others in the community through social media 12/31/2014 IT - Social Media for Agency Communication ۲.

Ongoing Open increase our use of cooperative purchasing through the State of Washington. PCI - Increase use of State Contracts ∞.

Streamline the process of uploading Board information and reports online to allow the pulbic to view information.

Process to Upload Board Reports Online

6.

7/29/2016

Open

		Projects	
January 20, 2016			Administration
10.		Project 1: Public Records Policy The Washington Public Records Act RCE 42.56 requires that records requested are "identifiable." A general question is not a public disclosure request. The Act also lists certain public records taht do not have to be disclosed.	5/27/2016 A general to be disclosed.
11.	Travel Advance	Travel Advance for THA Board Commissioners Create a process for acquiring and requesting a travel advance for THA Board Commissioners.	2/29/2016
12.	Urban Farming This project will exp the Eastside of Taco	Urban Farming This project will explore the possibility of using THA land and or resources to further urban farming in Salishan and the Eastside of Tacoma in order to address the negative impacts of Tacoma's largest food desert.	3/1/2016 g in Salishan and
STRATEGIE 4. INFO	ES SUPPORTING STREAM	STRATEGIES SUPPORTING STRATEGIC OBJECTIVE 4. Information and Document Management DECI	DATE ENTERED DECEMBER 30, 2006

S	STRATEGIES SUPPORTING STRATEGIC OBJECTIVE	DATE ENTERED
	4. Information and Document Management	DECEMBER 30, 2006
	THA will improve how it creates, stores, retrieves information and documents, and makes them available for staff and the public.	
	Projects Supporting Strategy	Project Due Date
	1. Dashboard Project Plan by Information Technology	2/27/2015
	In another project THA will identify the various performance measures for its work. This project will devise ways	oject will devise ways
	to track and display the agency's results according to these measures.	

January 20, 2016

Administration

2. Desk Manuals/Forms Project Revised

12/31/2015

THA needs current business process for each process performed in the agency as well as a system that will ensure these processes are maintainted, accurate, and improved upon. This project covers all processes that are either 1) needed now due to their immediacy, or 2) not part of the Salesforce Implementation project.

3. Document Management and Organization

8/28/2015

Open

This project's purpose is to free up both actual and virtual space by disposing of, archiving or otherwise organizing real estate project files from our work areas and from the department eletronic drive.

DSHS Data Sharing Project

~

8/31/2016

THA, the Seattle Housing Authority and the King County Housing Authority have signed a data sharing agreement with DSHS. This will allow DSHS to aggregate our data with data DSHS collects from state programs and school districts. This should allow PHAs to better understand and serve its populations. This project will manage the contract and make it as useful as possible to THA and the other PHAs.

5. IT - Website Enhancement Ongoing

Ongoing

This project is to track the ongoing enhancements to THA's website. It will not track routine updates such as adding resolutions or press releases, but it will track the more major changes we make to the website as well as an assessmnet of whether and whent he website should be rebuilt.

January 20, 2016

Administration

6. Produce a newsletter for THA staff

Ongoing

THA is a diverse agency with many programs and activities. This project will create a high-quality newsletter that is news, new hires and other agency-related news. This newsletter is published with help from the Human Resources interesting, colorful, and relevant to THA staff. The newsletter is published quarterly and will have department

7. Project Management Data Base

Open

11/4/2016

statements and strategies; (ii) to allow managers and staff to track projects and assignments; (iii) to allow project THA has commissioned the creation of a data base for several purposes. (i) to link projects with agency mission teams and other staff to share information about a project; (iv) to produce attractive reports.

STRATEGIES SUPPORTING STRATEGIC OBJECTIVE

REVIEW AND CLARIFY POLICIES AND PROCEDURES

THA will have clear policies and procedures.

DECEMBER 30, 2006

DATE ENTERED

Projects Supporting Strategy

Project Due Date

January 20, 2016

Administration

Affirmatively Furthering Fair Housing: Analyze New HUD Rule and Plan THA's Compliance

11/30/2015

in July 2015, HUD issued a new final rule governing the statutory obligation to "affirmatively further fair housing." This obligation, and this rule, pertains to all of THA's activities. This project will analyze this rule and plan THA's compliance.

2. Asset Mgmt - Revise Procurement Policy

9/30/2015

Open

12/26/14, implementing new procurement regulations. Non federal entities may delay implmentation of the new standards until 12/26/15, but must continue to comply with OMB circulars A-87 or A-110 for the fiscal year HUD issued Notice SD-2015-01 on 2/26/15, effective to non federal entities receiving federal assistance on beginning after 12/26/14.

3. Desk Manuals/Forms Project Revised

Open

12/31/2015

THA needs current business process for each process performed in the agency as well as a system that will ensure these processes are maintainted, accurate, and improved upon. This project covers all processes that are either 1) needed now due to their immediacy, or 2) not part of the Salesforce Implementation project.

4. Reasonable Accommodation Policy Implementation

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accessible to persons with disabilities; (ii) ensure that units with accessible features are occupied by persons who This project will create the processes that: (i) can determine at any time the status of our inventory of units need them; (iii) determine the appropriate waiting lists for such features.

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Administration

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4/1/2016

Open

Community Services is moving toward more consistent, measurable practices and outcomes. To accomplish this, we Motivational Inteviewing provide this theory and strategy. The strategy will be reflected in all service planning and are creating a common service model with a therpeutic theory and strategic practice. Trama Informed Care and reporting documents.

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DECEMBER 30, 2006

DATE ENTERED

STRATEGIC PLANNING

S

THA will devise a way to integrate strategic planning into its regular annual cycle of decision making.

Project Due Date Projects Supporting Strategy

Admin - Department Performance Measures

Open

3/30/2016

Develop set of metrics to measure performance of all functional areas within the department.

Asset Mgt - Develop Life-Cycle Analysis Tools 7

Open

10/31/2015

This project will develop and implement a tool to assess the life-cycle of THA's properties and to perform reserve analysis. THA staff have performed a detailed property needs analysis through the work in the RAD conversion. This information will be loaded into the Salesforce system when it is ready.

Open Asset Mgt - Development of Asset Management Plan PROJECTS January 20, 2016 €.

Administration

6/30/2016

By law, Tacoma's Mayor appoints them. The Mayor typically asks the executive director to suggest several people The Commissioners on THA's board provide essential leadership, strategic direction and support to THA and staff. Ongoing Develop comprehensive, property-specific plan for managing, assessing, and overseeing THA's portfolio. Open **Board Commissioner Recruitment**

In another project THA will identify the various performance measures for its work. This project will devise ways 2/27/2015 he or she might consider. This project pertains to the effort to find good candidates to suggest to the Mayor. to track and display the agency's results according to these measures. Dashboard Project Plan by Information Technology S.

THA needs current business process for each process performed in the agency as well as a system that will ensure these processes are maintainted, accurate, and improved upon. This project covers all processes that are either 1) 12/31/2015 needed now due to their immediacy, or 2) not part of the Salesforce Implementation project. Open **Desk Manuals/Forms Project Revised** ٠.

January 20, 2016

Administration

Financial Reserves: Protecting THA's Reserves from HUD Recapture

12/31/2015

Open

threatens to recapture them. Some reserves should be protected from recapture because they are not federal dollars THA's reserves are vital to operations, its ability to borrow money and its financial stability. HUD periodically or because of THA's MTW status. This project will seek to best protect THA's reserve within THA's present

8. Long Range Revenue Forecast

12/31/2016

Open

ransitions and uncertainties facing THA, including the changing HUD funding formulas, the changing appropriation This project will forecast THA's long range revenues. The effort to do this will try to account for the many evels, the changing THA portfolio and the changing expenses.

9. Mission Statement Review and Amendments

Open

2/12/2016

THA will devise an annual process for the Board to set and review the agency's mission and strategic direction, with appropriate performance measures. The goal is a process that is manageable, reflective and enjoyable. This project will also devise the on-line system for recording these strategic directives and linking them with the work of the

January 20, 2016

Administration

10. Project Management Data Base

11/4/2016

statements and strategies; (ii) to allow managers and staff to track projects and assignments; (iii) to allow project THA has commissioned the creation of a data base for several purposes. (i) to link projects with agency mission teams and other staff to share information about a project; (iv) to produce attractive reports.

January 20, 2016

Advocacy and Public Education

Strategic Objectives

ADVOCACY AND PUBLIC EDUCATION

THA will advocate for the value of its work and for the interests of the people it serves. It will be a resource for high quality advice, data and information on housing, community development, and related topics. THA will do this work at the local, state and national

STRATEGIES SUPPORTING STRATEGIC OBJECTIVE

DATE ENTERED
DECEMBER 30, 2006

ADVOCACY FOR AFFORDABLE HOUSING
THA will effectively advocate for affordable housing, for policies that make it easier to develope and manage, and for the interests of low-income persons who need this housing.

Projects Supporting Strategy

Celebration of THA's 75th Birthday

Open

9/30/2015

Project Due Date

On August 16, 2015, THA will turn 75 years old. Its origins derive from a city council resolution dated Augustr 16, 1940. This project will plan and manage a celebration and use the occasion to further help the community understand and appreciate THA's work.

PROJECTS

January 20, 2016

Advocacy and Public Education

Homeward Bound 7

Open

Ongoing

Christine Wilson has been appointed to the by Homeward Bound Board, a 501 c (3) agency who coordinates homeless families and individuals services in Puyallup.

Moving to Work Contract Extension ~

12/31/2015

Open

Each of the nation's Moving to Work public housing authorities, including THA, have a contract with HUD that confers and defines the MTW authority and funding. Those contracts expire in 2018. HUD has agreed to extend them to 2028, but it proposes terms on the extension that may seriously limit MTW flexibility. This project will govern THA's participation in those discussions.

Puyallup Homeless Coalition

Open

Ongoing

THA is providing a voice to the Puyallup Homeless Coalition (PHC) by participating in monthly meeting and their strategic planning sub-committee.

January 20, 2016

Advocacy and Public Education

STR	STRATEGIES SUPPORTING STRATEGIC OBJECTIVE	DATE ENTERED
2.	2. COMMUNITY RELATIONS OUTREACH	DECEMBER 30, 2006
	THA will organize sustained and effective efforts to inform the community of its work, elicit community support and increase public understanding and support for affordable housing initiatives generally.	
	Projects Supporting Strategy	Project Due Date
	 Create promotional materials regarding THA's high profile programs 	Ongoing

4/29/2016 Open New Commissioner Process 7

Create a process necessary when new Commissioners are assigned to the THA Board.

- -Orientation Binder
- -Name Block
- -Picture for website and framed building
- -Business Cards
- -Email linked to personal email
- -Add to outlook list

THA Strategic Objectives, Strategies and Projects, with Detail - Page 21 January 20, 2016

PROJECTS

January 20, 2016

Advocacy and Public Education

Public Records Request-Marni Fisher 3

1/22/2016 Open

There are currently two new PRRs reequested by Ms. Fisher.

Publish a newsletter for THA residents

Open

Ongoing

THA is a diverse agency with many programs and activities. This project will create a high-quality newsletter that is news, new hires and other agency-related news. This newsletter is published with help from the Human Resources interesting, colorful, and relevant to THA staff. The newsletter is published quarterly and will have department

STRATEGIES SUPPORTING STRATEGIC OBJECTIVE

DATE ENTERED

THA will develop and offer data and expertise to local, state and federal THA AS A SOURCE OF DATA AND EXPERTISE TO OTHERS

DECEMBER 30, 2006

officials and communities on affordable housing and related topics.

Projects Supporting Strategy

Pierce County Leadership in Action Program

12/31/2015

Project Due Date

The Annie E. Casey Foundation chose Pierce County to offer its Leadership in Action Program (LAP). LAP seeks to nurture future civic leaders from among middle level managers of nonprofit and public organizations. Building Changes will lead this effort for the Foundation. Building Changes asked Michael Mirra to help.

January 20, 2016

Advocacy and Public Education

2. Tacoma Gang Reduction Executive Steering Committee

12/31/2016

The City of Tacooma City Council convened a Gang Reduction Task Force. An Executive Steering Committee oversee sits efforts. The Council asked THA through its executive director to serve on that Committee.

Tacoma-Pierce County Affordable Housing Consortium

3

Ongoing

Open

funders, managers or supporters of affordable housing in Pierce County. THA is a founding member. The AHC is a The Tacoma-Pierce County Affordable Housing Consortium (AHC) is a membership organization of developers, useful forum for advocacy, mutual support and information sharing. This project pertains generally to THA's membership.

4. United Way of Pierce County's Housing and Income

Impact Team

Open

Ongoing

applications and advocacy decisions. It has asked THA to participate. This project pertains to that participation. United Way of Pierce County has convened a Housing and Income Impact Team to advise its Board on funding

January 20, 2016

Environmental Responsibility

Strategic Objectives

Environmental Responsibility

THA will develop and operate its properties in a way that preserves and protects natural

resources.

DATE ENTERED

JUNE 18, 2009

STRATEGIES SUPPORTING STRATEGIC OBJECTIVE

THA WILL BUILD IN WAYS THAT EARN CERTIFICATION OR RECOGNITION FOR ENVIRONMENTAL INNOVATION.

Project Due Date

Projects Supporting Strategy

Hillside Terrace 1800 and 2500 Block Redevelopment

Open

9/2/2016

THA will demolish and redevelop its housing communities of Hillside Terrace 1800 and 2500 Blocks on S. "G" Street. These properties are the remaining parts of Hillside Terrace in need of redevelopment.

2. Salishan Redevelopment

Open 12/31/2016

THA is redeveloping its public housing community of Salishan. Salishan started as 855 units on 188 acres. It was will demolish the housing and build a new neighborhood with new housing, new infrastructure and nonresidential built in the 1940s as war worker housing. The units and the infrastructure have long been worn out. This project

January 20, 2016

Environmental Responsibility

3. Tree Removal and Replanting at Admin Bldg.

Ongoing

This project will develop a plan to manage trees on THA and Salishan property, increase their number, and create a sustainable, lush, and attractive canopy of trees. It will also imbed the plan and its implementation into the appropriate business processes.

January 20, 2016

Financially Sustainable Operations

Strategic Objectives

FINANCIALLY

THA seeks to be more financially self-sustaining.

SUSTAINABLE

Onen A TIONE

STRATEGIES SUPPORTING STRATEGIC OBJECTIVE

DEVELOP PROPERTY THAT PRODUCES A NET INCOME

DATE ENTERED
DECEMBER 30, 2006

THA will seek to develop properties that produce a sustainable net income that would be available for other THA programs.

Projects Supporting Strategy

Hillsdale Heights Housing Development

Open 3/1

3/1/2017

Project Due Date

With the gradual stabilization of financial and housing markets, and a new expression of interest from a potential non-profit development partner (the Many Lights Foundation), THA is re-opening this project to consider the possibilities of development on this site in partnership with the Many Lights team.

2. Hillside Terrace 1800 and 2500 Block Redevelopment

pen

9/2/2016

THA will demolish and redevelop its housing communities of Hillside Terrace 1800 and 2500 Blocks on S. "G" Street. These properties are the remaining parts of Hillside Terrace in need of redevelopment.

THA Strategic Objectives, Strategies and Projects, with Detail - Page 26 January 20, 2016

January 20, 2016

Financially Sustainable Operations

Implementation of TCAM Recommendations 8

10/31/2016

Open

THA hired TCAM in 2014 to evaluate the agency's property management function. TCAM had recommendations to improve the efficiencty and effectiveness of property management. The RAD conversion also requires more efficiency in operations. This project outlines the steps the agency will take to implement these changes and improvements.

Salishan Education and Training Center and Retail 4.

12/31/2017

Open

New Salishan will have an Community Center of of several buildings thatat will include a variety of youth and adult activities and services.

STRATEGIES SUPPORTING STRATEGIC OBJECTIVE

DECEMBER 30, 2006

DATE ENTERED

SALE OF SURPLUS OR UNDERPERFORMING PROPERTY Sell THA's surplus or underperforming properties.

10/30/2015

Project Due Date

Projects Supporting Strategy

Market Rate Single Family Home Disposition

This project will analyze their value if sold at market rates, and project the proceeds of sale against the capital needs identified in other subsidized housing stock the Housing Authority owns. Pending board approval, THA will then The 10 bond financed single family homes provide housing at market rate to residents in the Tacoma community. market and sell the units to finance portfolio preservation

January 20, 2016

Financially Sustainable Operations

ATEGIC OBJECTIVE DATE ENTERED	SIRALEGIES SUFFURING SIRALEGIC OBJECTIVE
DECEMBER 30. 2006	3. Sell Services or Products
	ICES OR PRODUCTS

P	Projects Supporting Strategy	Project Due Date
1	1. Real Estate Development Activities Tool Kit	12/31/2015
	THA has several development tools, e.g, bonds, its status as a Community Development Entity, its ability to borrow	Entity, its ability to borrow
	money, its own sources of capital, its status as a public development authority. This project will produce a writen	ect will produce a writen

analysis of these tools and describe how THA might use them for at least three purposes: (i) to further develop of its own properties; (ii) to promote community development; (iii) to make money.

January 20, 2016

Housing and Supportive Services

Strategic Objectives

SUPPORTIVE SERVICES HOUSING AND

supportive services will help people succeed as tenants, parents, students, wage earners and builders of assets who can live without assistance. It will focus this assistance to meet the THA will provide high quality housing, rental assistance and supportive services. Its greatest need.

STRATEGIES SUPPORTING STRATEGIC OBJECTIVE

DIVERSIFY FUNDING FOR COMMUNITY SERVICES

DECEMBER 30, 2006

DATE ENTERED

THA will aggressively seek all available funidng for its community service plan with the intention to reduce THA's reliance on HUD funding.

Projects Supporting Strategy

Project Due Date

10/15/2015

THA may change the amount and terms of the rental assistance it provides to clients. THA will do this for four (4) reasons: (i) portfoltio, and (iv) to prepare for budget cuts/financial sustainability. This project incorporates all planning, data analysis and to continue to serve the same number of households or more, (ii) to serve households better/differently, (iii) to sustain THA consultation regarding rent reform THA may undertake. Rent Reform Planning 2014-2015

January 20, 2016

7

Housing and Supportive Services

Salishan Childrens Savings Accounts Project: Fund Raising

9/1/2018 Open

college. THA must raise the money necessary each year for its contribution to those accounts. This project will ambitious project will establish bank accounts for the children of Salishan to save for the non-tuition costs of Project CS-2010-1 will have THA design and launch the Salishan Childrens Saving Account program. This raise that money.

STRATEGIES SUPPORTING STRATEGIC OBJECTIVE

DECEMBER 30, 2006

DATE ENTERED

will not seek to administer specialized programs. Instead, it will partner with special needs populations, especially children and youth. In doing so, THA THA will explore development of housing and housing programs serving INCREASE SERVICES TO SPECIAL NEEDS POPULATIONS others with that expertise.

Project Due Date

12/31/2018

Open

This project will determine the viability of developing community health advocate positions at THA. Specificially we will determine need, metrics for evaluation and sustainability for funding for CHAs at our senior and disabled properties, new Salishan and the Hilltop community.

Community Health Advocacy

Projects Supporting Strategy

THA Strategic Objectives, Strategies and Projects, with Detail - Page 30 January 20, 2016

January 20, 2016

Housing and Supportive Services

Elderly and Disabled Services

ς.

4/1/2016

THA will devise a plan for improved services for the elderly and disabled residents of its seven apartment buildings. The plan will include changes and additional services that will be implemented by late summer 2013. The plan will also include an assesstment of longer term needs of Tacoma's aging populations and how THA can best serve them.

3. LASA Project Development

en

8/31/2015

supportive housing for homeless families, and a supportive services family center on land currently owned by LASA LASA and THA have entered into a partnership that will result in the creation of approximately 15-25 units of in Lakewood..

4. McCarver Model Elementary School Housing Assistance

Program: Extension and Expansion

Open

5/26/2020

children enrolled at McCarver Elementary School housing vouchers and supportive services when they agree to the THA and TPS partner to impact families, children and a struggling school by providing 50 homeless families with terms of the program, including maintaining their children at McCarver and pursuing their own educations and employment

January 20, 2016

Housing and Supportive Services

5. Tacoma Community College Project

12/30/2016

Open

order to remove of one of the most serious impediments to their pursuit of post-secondary education. The vouchers THA will provide vouchers to house 25 homeless Tacoma Community College students and their dependents in are valid for up to three years or until graduation and are contingent upon adequate academic progress toward a

STRATEGIES SUPPORTING STRATEGIC OBJECTIVE

SELF-SUFFICIENCY PROGRAMS

DECEMBER 30, 2006

DATE ENTERED

THA will provide community services that will help its clients succeed as

students or wage earners, defend or increase their assets or otherwise prosper.

Projects Supporting Strategy

Salishan Children's Savings Account Project

Project Due Date

1/1/2016

Open

give every child in Salishan an initial balance, and further contributions, into a CSA. This project also seeks to track The Salishan Children's Savings Accounts Programs seek to secure funding and programmatic support required to the effects of outcomes pertaining to savings, academic achievement, behavior and postsecondary attainment.

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Housing and Supportive Services

DATE ENTERED	DECEMBER 30, 2006	
STRATEGIES SUPPORTING STRATEGIC OBJECTIVE	5. STRATEGICALLY PLAN COMMUNITY SERVICES	THA will strategically plan its community services (i) to measure and address client needs, (ii) to provide for constant measurement of what works and what doesn't; (iii) to include a plan for sustainable funding.

Project Due Date Projects Supporting Strategy

Community Health Advocacy

12/31/2018

This project will determine the viability of developing community health advocate positions at THA. Specificially we will determine need, metrics for evaluation and sustainability for funding for CHAs at our senior and disabled properties, new Salishan and the Hilltop community.

Training: Trauma Informed Care and Motivational 8

Interviewing

Open

4/1/2016

Community Services is moving toward more consistent, measurable practices and outcomes. To accomplish this, we Motivational Inteviewing provide this theory and strategy. The strategy will be reflected in all service planning and are creating a common service model with a therpeutic theory and strategic practice. Trama Informed Care and reporting documents.

January 20, 2016

Property Management

Strategic Objectives

MANAGEMENT PROPERTY

THA will manage its properties so they are safe, efficient to operate, good neighbors, attractive assets to their neighborhoods and places where people want to live.

STRATEGIES SUPPORTING STRATEGIC OBJECTIVE

DIRECT MANAGEMENT OF PROPERTY

DECEMBER 30, 2006

DATE ENTERED

THA will directly manage its own properties or that of its tax credit investors whenever it can do so competively and within its areas of competencies.

Projects Supporting Strategy

Community Association Management

Ongoing

Project Due Date

THA has built the community of New Salishan to be safe, enjoyable, attractive, diverse, healthy, and vibrant. The Salishan Association has important responsibilities to keep it that way and improve the community further. This project will organize and monitor the Salishan Association to make it effective.

Maintenance staff expectations development 4

11/30/2015

This project will set expectations on maintenance staff on unit turn times as well as work order repairs. This project will also place all maintenance staff under one supervisor

January 20, 2016

Property Management

90

S	STRATEGIES SUPPORTING STRATEGIC OBJECTIVE	DATE ENTERED
	2. IMPROVE EFFICIENCY AND EFFECTIVENESS OF PROGRAM ADMINISTRATION	DECEMBER 30, 200
	THA will develop and implement efficient operations and uniform processes,	
	automate functions, remove unnecessary duplications, and apply new systems	
	where appropriate.	

Project Due Date	
trategy	
Projects Supporting S	

2014 Rent Reform

10/15/2015

FHA may change the amount and terms of the rental assistance it provides to clients. THA will do this for four (4) reasons: (i) portfoltio, and (iv) to prepare for budget cuts/financial sustainability. This project incorporates all planning, data analysis and to continue to serve the same number of households or more, (ii) to serve households better/differently, (iii) to sustain THA consultation regarding rent reform THA may undertake.

corresponding unit as well as document the signing of a waiver if the occupying tenant is not in need of the unit. 10/30/2015 THA will compile a list of accessible units with corresponding tenants and document the tenant's need for their Open Accessible Units Tracking 4

4/1/2016 Assess the Management of THA's Portfolio Waiting Lists and Leasing 8

This project will consider TCAM's recommendation to push waiting list management and leasing to the sites.

January 20, 2016

Property Management

Asset Mgt - RAD Operations Project

11/30/2015

doing so, THA must analyze our current property management strategy and adjust to the demands of the Tax Credit Through RAD, THA will convert its entire portfolio of Public Housing to the Section 8 Project Based program. In partnership environment. This project oversees the proposal of a refined property management structure

Bond Financing Instruction

'n

6/30/2016

project will improve THA's understanding of this capacity, of its uses and risks. This project will review the bond THA has the capcity to issue bonds. It can also be a conduit for bond financing of other people's projects. This deals THA presently has underway or consumated. It will also devise any necessary policies and procedures to govern THA's use of its bonding authority.

6. Business Process Improvement (BPI

Open

12/31/2014

We have hired a Warehouse Improvement Analyst, a Lead Property Management Assistant (PMA) and we are hiring a Business Process Improvement Analyst

7. Community Association Management

Open

Ongoing

THA has built the community of New Salishan to be safe, enjoyable, attractive, diverse, healthy, and vibrant. The Salishan Association has important responsibilities to keep it that way and improve the community further. This project will organize and monitor the Salishan Association to make it effective.

PROJECTS
January 20, 2016

8. Development of virutal marketing materials for THA's entire portfolio

2/26/2016

Open

Property Management

This project will develop virtual marketing materials for THA's entire portfolio. floor plans and interior and exterior pictures for potential tenants, property management staff and leasing staff to use to assist in quickly leasing our properties. One web site will be for prospective residents, and another web site will have specific unit info.

Open Disaster Plan ۰,

12/30/2016

9/30/2015

4/1/2016

THA needs a plan for both tenants and staff that directs the response to emergencies and disasters. This project will devise and implement the plan

Open Garbage costs savings project 10.

Reduce THA garbage expenses by identifying proper service levels and billing errors.

Open Improved Management of THA's Transfer Waiting List 12.

This project will improve the overall management of THA's transfer waiting list. It will devise a strategy to serve the households that have been on the list in excess of the time stated in our policies, create a regular review process, and take into account the impacts on property budgets.

Open Increased coordination between REMHS and CS 13.

Ongoing

Increase coordination between REMHS and CS in order to increase involvement of public housing and rental assistance clients in CS services.

January 20, 2016

Inventory and Warehouse Management Implementation 7

Property Management

7/1/2016

This project will organize the warehouse and storage spaces at each of THA's properties, organize the THA-owned Maintenance vehicles, and create an inventory management system for THA's Property Management division.

11/30/2015 Open Maintenance staff expectations development 15.

This project will set expectations on maintenance staff on unit turn times as well as work order repairs. This project will also place all maintenance staff under one supervisor

Maintenance Standardization of Charges 16.

12/31/2015

property they reside. Additionally, it will decrease the turnaround time for issuing charges and will also provide functions. By accomplishing this, we will be able to provide consistent charges to all tenants, no matter which tenants a percise billing schedule that they can refer to. Finally, this project will allow THA staff to accurately department. This will address standard materials costs to tenants, as well as standardized maintenance work The purpose of this project is to establish a schedule of standardized charges for our property managment estimate vacant unit charges for materials and work needed.

Ongoing Open Moving to Work Implementation 17.

HUD has now designated THA as a Moving to Work (MTW). Getting that designation was the subject of Project RM-2009-7. This project will pertain to the effort to implement THA's MTW plan.

Property Management THA will re-write its residential lease to comply with State and Federal law. It will also be clearer for staff and 1/31/2016 New Residential Lease January 20, 2016 18.

All property portfolios need a preventive maintenance schedule and a system to implement it. This will keep down maintenance costs and save money in the long run. Funders and investors and regulators also expect to see such a 4/29/2016 Open enants and allow THA to enforce the lease in an effort to keep our tenants safe. Preventive Maintenance Schedule and System Creation

19.

schedule and system for the same reason. This project will create such a schedule and implement it.

Open This project develops strategies to reduce risk agency wide. Risk - Reduce Risks and Liabilities 20.

Ongoing

This project will continue to refine THA's meth strategy to make it applicable to THA's existing and future portfolio, 6/30/2016 Open make it more financially sustainable and easy to understand. THA's Meth Strategy 21.

project will assess the financial impact to THA and tenants. It will also contemplate the payback in terms of energy This project will assess whether utility responsibilities should be assigned to the tenants in THA's portfolio. The 12/30/2016 Open and water conservation as well as more responsible garbage and recycling practices. Utility responsibility analysis 22

Property Management **DECEMBER 30, 2006** DATE ENTERED OUTREACH TO NEIGHBORS/COMMUNITIES OF THA PROPERTIES AND STRATEGIES SUPPORTING STRATEGIC OBJECTIVE January 20, 2016

Project Due Date Projects Supporting Strategy

THA will affirmatively engage the neighbors of its properties and community

PROGRAMS

groups to improve relations and make THA more responsive.

THA has built the community of New Salishan to be safe, enjoyable, attractive, diverse, healthy, and vibrant. The Salishan Association has important responsibilities to keep it that way and improve the community further. This Ongoing Open project will organize and monitor the Salishan Association to make it effective. Community Association Management

THA will demolish and redevelop its housing communities of Hillside Terrace 1800 and 2500 Blocks on S. "G" 9/2/2016 Street. These properties are the remaining parts of Hillside Terrace in need of redevelopment. Hillside Terrace 1800 and 2500 Block Redevelopment 4

MLK Corridor Planning, Partnerships and Project Development ω.

underinvestment. The MLK Corridor is the main thoroughfare through the Hilltop. This project will determine The Hilltop neighborhood of Tacoma is the city's poorest. It also suffers from decades of public and private THA's role in spurring its redevelopment

January 20, 2016

Property Management

. Voter registration

)pen

12/31/2015

This project will offer voter registration to THA public housing and housing choice voucher households

January 20, 2016

Real Estate Development

Strategic Objectives

REAL ESTATE DEVELOPMENT

individuals unable to find the affordable and supportive housing they need. Its work will THA will efficiently develop housing and properties that serve primarily families and promote the community's development. Its properties will be financially sustainable, environmentally innovative, and attractive.

STRATEGIES SUPPORTING STRATEGIC OBJECTIVE

increase THA's portfolio of housing.

INCREASE THA'S HOUSING PORTFOLIO

DATE ENTERED
DECEMBER 30, 2006

Projects Supporting Strategy

1800 "G" Street - project development

Open

10/30/2015

Project Due Date

corresponding unit as well as document the signing of a waiver if the occupying tenant is not in need of the unit. THA will compile a list of accessible units with corresponding tenants and document the tenant's need for their

Bay Terrace Phase II

7

Open

12/31/201

neighborhood. It will be a mix of one, two and three-bedroom units that are affordable to households earning 30% Phase II will offer 74 units of high quality, well designed multifamily rental units that integrates into the to 60% of the AMI. The development will begin construction in 2016 and be complete in 2017.

THA Strategic Objectives, Strategies and Projects, with Detail - Page 42 January 20, 2016

January 20, 2016

ω.

Real Estate Development

Brown Star Grill acquisition and project development

1/4/201

Tacoma. This project will arrange for THA to acquire, free of charge, two of the parcels pursuant to a development The City owns four parcels on the Northwest corner of 12th and MLK Avenue in the Hilltop neighborhood of agreement with the City and a private development partner who will acquire the other parcels.

. Hillsdale Heights Housing Development

3/1/2017

Open

With the gradual stabilization of financial and housing markets, and a new expression of interest from a potential non-profit development partner (the Many Lights Foundation), THA is re-opening this project to consider the possibilities of development on this site in partnership with the Many Lights team.

5. Hilltop Master Planning

Open

6/30/2017

This project will outline the steps required for master planning THA's properties along L St. and MLK Way. This will included planning, A&E and possibly development services.

7. Identify Housing Development or Purchase

Opportunities

Open

Ongoing

objectives, including: (i) more units throughout the housing continuum; (ii) properties that will produce an income; (iii) mixed-use, mixed-income and mixed-tenure properties. It also seeks partnerships with other non-profits or THA seeks development opportunites in Tacoma and Pierce County. It seeks properties to further its strategic developers for these purposes.

January 20, 2016

Real Estate Development

8. Key Bank Acquisition

en

3/4/2016

additional 100 units. The purpose of this project is to acquire the Key Bank site so that an integrated master plan can be initiated. This master plan will include the Hilltop Lofts, Key Bank, New Look parking and the THA parking lot. The purchase of the former Key Bank site, located at 1120 South 11th street, will support the development of an

9. Many Lights Foundation/Hope Lights

ben

12/14/2018

focused on seniors and foster families. The site is located at the corner of 60th Street and McKinley Avenue and could be developed with 90+ units. The MLF proposal is for 57 units. A partnership agreement will A partnership between THA and MLF to create a multigenerational housing and supportive services community, be negotiated.

10. Outrigger Acquisition

Open

10/30/2015

which means that rents will be established at what the market will bear. THA will maintain rents to be affordable to THA will acquire a 49 unit property in West Tacoma. This property will be managed as a market rate property, households earning 80% or less of the AMI.

January 20, 2016

Real Estate Development

Salvation Army 11.

2/22/2017

Representatives from the Tacoma Salvation Army are interested in having THA develop their property along

student business plan will provide a take off for developing an MOU or developer agreement. Aiming for a Sixth Avenue into affordable housing for homeless families. It is expected that the preliminary designs and 2017 Tax Credit Application.

Strategic Plan for THA's Real Estate Development 12.

10/30/2015

THA needs a strategic plan to guide its real estate development over the next five years. The plan shall seek to fulfill the performance measures that THA Board set for the real estate strategic objective. This project will devise the plan.

UWT Housing Partnership 13.

Open

Ongoing

This project will identify options for entering into partnership with UWT to provide housing and/or a partnership for redevelopment of the surrounding neighborhood

PROJECTS

January 20, 2016

Real Estate Development

DECEMBER 30, 2006 DATE ENTERED incomes, both low and higher, and a mix of rental and home ownership units. THA will seek opportunities to develop housing that serves a range of MIXED INCOME-MIXED TENURE DEVELOPMENTS STRATEGIES SUPPORTING STRATEGIC OBJECTIVE

Project Due Date Projects Supporting Strategy

Tacoma. This project will arrange for THA to acquire, free of charge, two of the parcels pursuant to a development The City owns four parcels on the Northwest corner of 12th and MLK Avenue in the Hilltop neighborhood of 7/4/2017 agreement with the City and a private development partner who will acquire the other parcels. Open Brown Star Grill acquisition and project development

With the gradual stabilization of financial and housing markets, and a new expression of interest from a potential 3/1/2017 non-profit development partner (the Many Lights Foundation), THA is re-opening this project to consider the possibilities of development on this site in partnership with the Many Lights team. Hillsdale Heights Housing Development 7

THA will demolish and redevelop its housing communities of Hillside Terrace 1800 and 2500 Blocks on S. "G" Street. These properties are the remaining parts of Hillside Terrace in need of redevelopment. Hillside Terrace 1800 and 2500 Block Redevelopment 8

9/2/2016

January 20, 2016

Real Estate Development

Identify Housing Development or Purchase Opportunities

en

Ongoing

objectives, including: (i) more units throughout the housing continuum; (ii) properties that will produce an income; (iii) mixed-use, mixed-income and mixed-tenure properties. It also seeks partnerships with other non-profits or THA seeks development opportunites in Tacoma and Pierce County. It seeks properties to further its strategic developers for these purposes.

Salishan Education and Training Center and Retail

S.

12/31/2017

New Salishan will have an Community Center of of several buildings thatat will include a variety of youth and adult activities and services.

6. Salishan Redevelopment

Open

12/31/2016

THA is redeveloping its public housing community of Salishan. Salishan started as 855 units on 188 acres. It was will demolish the housing and build a new neighborhood with new housing, new infrastructure and nonresidential built in the 1940s as war worker housing. The units and the infrastructure have long been worn out. This project

7. Salishan Shine

ben

12/31/2016

make them shine. It will do this in a way that will engage the residents and neighbors, especially children, and help This project will design, raise money for and install additional features to Salishan and THA's other properties to them unite as communities.

January 20, 2016

·

Real Estate Development

Trinity, Salvation Army and Changing Life Ministries - Development Facilitation

12/25/2015

Open

THA will facilitate conversations among the three faith based groups who own property along Sixth Avenue. The result of this work will be the creation of a framework from with development and redevelopment decisions can be nade and an initial agreement on next steps for potential projects.

STRATEGIES SUPPORTING STRATEGIC OBJECTIVE

RENOVATE OR DISPOSE OF THA'S PROPERTIES IN NEED

DECEMBER 30, 2006

DATE ENTERED

THA has some properties that need repair or upgrades in order to remain competitive in the housing market and to remain efficient to maintain. THA will determine which ones it will upgrade and which ones it will sell.

Project Due Date

Hillside Terrace 1800 and 2500 Block Redevelopment

Projects Supporting Strategy

275

9/2/2016

THA will demolish and redevelop its housing communities of Hillside Terrace 1800 and 2500 Blocks on S. "G" Street. These properties are the remaining parts of Hillside Terrace in need of redevelopment.

January 20, 2016

Real Estate Development

STRA	STRATEGIES SUPPORTING STRATEGIC OBJECTIVE	DATE ENTERED
3.	3. RENOVATE OR DISPOSE OF THA'S PROPERTIES IN NEED OF REPAIR	DECEMBER 30, 2006
	THA has some properties that need repair or upgrades in order to remain competitive in the housing market and to remain efficient to maintain. THA will determine which ones it will upgrade and which ones it will sell.	
	Projects Supporting Strategy	Project Due Date

This project is for work on the ground floor units of the property. The First Phase of work is related to the first floor units Open which are showing signs of water damage due to leaky pipes. Bergerson Terrace Ground Floor Units 3

8/28/2015

January 20, 2016

Real Estate Development

FIC Tenant Improvement Project

12/31/2015

Open

space for the maintenance staff that are located at the FIC. Discussions include improvements to the maintenance collaboration between property management and client services. In addition, there is need to improve the work There is a desire to renovate the FIC staff area to improve the functionality of the space and provide for greater

5. RAD Conversion - Traditional Public Housing

2/29/2016

RAD seeks to convert Public Housing to the Section 8 Project Based program. THA submitted applications to HUD to convert all of the agency's Public Housing Portfolio. The portfolio and conversion is broken into two groups, Traditional Public Housing, and Tax Credit projects. This project governs the Traditional Public Housing conversion.

6. RED Put-Backs

Open

5/26/2017

RED is doing the construction management for Property Management put-backs valued at over \$20,000.00. This is a Pilot Project and will be re-evluated in September 2015.

January 20, 2016

Real Estate Development

4. SEEK DEVELOPMENT OPPORTUNITIES OUTSIDE THE CITY. THA will seek housing development opportunities in other parts of Pierce
County outside of the City of Tacoma. In doing so, its primary focus shall remain within the City x.

supportive housing for homeless families, and a supportive services family center on land currently owned by LASA LASA and THA have entered into a partnership that will result in the creation of approximately 15-25 units of in Lakewood..

Project Due Date

8/31/2015

Open

LASA Project Development

Projects Supporting Strategy

January 20, 2016

Real Estate Development

1			
STR	STRATEGIES SUPPORTING STRATEGIC OBJECTIVE		DATE ENTERED
4	4. SEEK OUT DEVELOPMENT OPPORTUNITIES OUTSIDE THE CITY.		JANUARY 1, 2007
	THA will seek housing development opportunities in other parts of Pierce County outside of the City of Tacoma. In doing so, its primary focus shall remain within the City x.		
	Projects Supporting Strategy		Project Due Date
	2. Identify Housing Development or Purchase	Open	Ongoing

objectives, including: (i) more units throughout the housing continuum; (ii) properties that will produce an income; (iii) mixed-use, mixed-income and mixed-tenure properties. It also seeks partnerships with other non-profits or THA seeks development opportunites in Tacoma and Pierce County. It seeks properties to further its strategic developers for these purposes. Opportunities



ADMINISTRATION REPORTS



FINANCE



Motion

Adopt a consent motion ratifying the payment of cash disbursements totaling \$5,283,000 for the month of December, 2015.

Approved: January 27, 2016

Stanley Rumbaugh, Chair

TACOMA HOUSING AUTHORITY Cash Disbursements for the month of December 2015

		Check No	umbers To	Amount	Totals
A/P Checking Account		HOM		Aillouit	IOIAIS
Low Rent Module Checks	Check #'s	2,830 -	2,841	1,873	
Accounts Payable Checks	Check #'s	86,367 -		1,070	
Business Support Center			00,002	326,289	
Moving To Work Support Center				310,633	Program Support
Tax Credit Program Support Center	N. C. C. C. C.			7,334	
Section 8 Programs				142,442	Section 8 Operations
Windstar				10,609	
SF Non-Assisted Housing - N. Shirley				225	
SF Non-Assist Housing - 9SF Homes				74,136	Local Funds
Salishan 7				71,219	
Hillsdale Heights				2,361	
AG Hsg Recovery Grant				559	
Development Activity				3,168	
Salishan Area 2B-Dev				270	Development
Salishan Area 4				931	
Bay Terrace II				354,304	
Prairie Oaks (LASA)				314,341	
THA RAD Project				282,473	
CS General Business Activities				80	
Community Services MTW Fund	网络夏萨斯			6,279	
Gates Ed Proj Grant	人 特别的			12,079	
WA Families Fund				129	Community Service
COT-CDBG-FSS Grant				30	
Pierce Co. 2163 Funds				83	
WA Families Fund - Systems Innovation				2,447	
COT-McCarver Grant				94	
AMP 1 - No K, So M, No G				46,897	
AMP 2 - Fawcett, Wright, 6th Ave				52,643	
AMP 3 - Lawrence, Orchard, Stevens				71,919	
AMP 6 - Scattered Sites				2,341	
AMP 7 - HT 1 - Subsidy				3,348	
AMP 8 - HT 2 - Subsidy				2,252	
AMP 9 - HT 1500 - Subsidy				1,188	Public Housing
AMP 10 - SAL 1 - Subsidy				12,374	
AMP 11 - SAL 2 - Subsidy				13,102	
AMP 12 - SAL 3 - Subsidy				9,921	
AMP 13 - SAL 4 - Subsidy				12,482	
AMP 14 - SAL 5 - Subsidy				13,979	
AMP 15 - SAL 6 - Subsidy				13,441	
AMP 16 - Bay Terrace - Subsidy	Hamman and a second			22,785	An
Allocation Fund THA SUBTOTAL				70,175	Allocations-All Programs
				2,273,237	
Hillside Terrace 1 through 1500 Bay Terrace				1,752	
Salishan I - through Salishan 6				1,169	Tax Credit Projects - billi
Salishan Association - Operations				1,831	
TAX CREDIT SUBTOTAL (Operations - billable)	1			4,751	2,277,
				4,751	2,211,
Section 8 Checking Account (HAP Payments) SRO/HCV/VASH/FUP/NED	Check #'s	481,685 -	481,696	7,831	
	ACH	86,893 -	88,223	2,400,383	\$ 2,408,
Payroll & Payroll Fees - ADP					\$ 546,
Other Wire Transfers					
			,	50,000	
Earnest Money - Key Bank Purchase					\$ 50,

TACOMA HOUSING AUTHORITY CASH POSITION - December 2015

Account Name	Current Balance	Interest
HERITAGE BANK		
Accounts Payable	\$ 2,912,195	0.40%
Section 8 Checking	3,823,380	
THA Affordable Housing Proceeds	3,115,262	
Note Fund Account	100	The second secon
Credit Card Receipts	10	0.40%
THA Investment Pool	289	0.40%
THA LIPH Security Deposits	93,747	0.40%
THDG - Tacoma Housing Development Group	151,924	0.40%
LF - SF 9Homes Alaska	7,792	0.40%
LF - SFH No. Shirley	32,042	0.40%
Salishan 7	1,080,310	0.40%
Salishan 7 Security Deposit	27,259	0.40%
Salishan 7 Replacement Reserve	160,687	
Salishan 7 Operating Reserve	199,184	
Outrigger Operations	39,888	
Outrigger Security Deposit	20,851	0.40%
Outrigger Replacement Reserve	7,354	
Prairie Oaks Operations	8,187	
Prairie Oaks Security Deposit	3,103	
Prairie Oaks Replacement Reserve	2,626	
Payroll Account	8,606	
General Fund Money Market	538,789	
WASHINGTON STATE		
Investment Pool	\$ 1,630,170	0.24%
1. TOTAL THA CASH BALANCE	\$ 13,863,756	
Less:		
2. Total MTW Cash Balance	\$ 3,056,478	
Less Minimum Operating Reserves		
2.01 Public Housing AMP Reserves (4 months Operating Exp.)	1,140,000	
2.02 S8 Admin Reserves (3 months Operating Exp.)	726,000	
2.10 Total Minimum Operating Reserves	\$ 1,866,000	
3. MTW Cash Available (Lines 2-2.10)	\$ 1,190,478	
MTW Reserve Commitments		
3.01 2nd Phase Hillside Terrace Redevelopment	\$ 1,622,200	
3.02 Renovation/Remodel of 2nd Floor of Admin Building	216,365	
3.03 Renovation/Remodel of Salishan FIC Building	579,500	
3.04 Renovation of Salishan Maintenance Shop	286,500	
3.05 RAD Conversion Costs - Capital Contributions to Projects	1,500,000	
3.06 Software Conversion for Operational Platform (VH)	758,000	
3.07 Education Projects - McCarver & Others	310,000	
3.08 Exigent Health & Safety Issues (Meth Remediation)	0	
3.10 Total Reserve Commitments (Lines 3.01 through 3.08)	\$ 5,572,565	

	TACOMA HOUS	ING AUTHORITY			
	CASH POSITION	- December 2015			
MTW Cash Held By HUD					
3.11 Undisbursed HAP Reserves Held by HUD			\$	-	
3.20 Total MTW Cash Held By HUD					
4. Non MTW Cash Restrictions					
Other Restrictions:					
4.01 FSS Escrows		\$ 107,963			
4.02 VASH, FUP & NED HAP Reserves		290,756			
4.03 Mod Rehab Operating Reserves		143,065			***************************************
4.04 Security Deposit Accounts		145,091			
4.05 Salishan Sound Families - 608		49,028			
4.06 Gates Foundation - 615, 616, 617		456,102			
4.07 WA Families Fund - 675, 676, 713		35,749			
4.08 Outrigger Reserves		7,354			
4.09 Salishan 7 Reserves		784,871			
4.10 Prairie Oaks Reserves		2,626			
4.11 THDG - 048		151,924			
4.12 Area 2B Sales Proceeds (Afford Hsg)		3,115,262			
4.20 Total - Other Restrictions			\$	5,501,190	
Agency Liabilities:					
4.30 Windstar Loan - 042		276,676			
4.40 Total - Agency Liabilities			\$	276,676	
4.45 Development Draw Receipts for Pending Vendor Payments				-	
4.50 Development Advances/Due Diligence Commitments 1			\$	70,000	
5. Total Non MTW Cash Restrictions (Lines 4.20+4.40+4.45+4.50)				5,847,867	
6. THA UNENCUMBERED (Non-MTW) CASH (Lines 1-2-5)			\$	4,959,411	
7. Agency Current Commitments:		Board Approval		Expended	bligation Balance
Salishan Campus (PY exp plus 2014 budget)		\$ 196,174	\$	126,174	\$ 70,000
¹ Total Current Commitments o	utstanding				\$ 70,000
Agency Advances that will be r	eimbursed upon closing				
Bay Terrace 2 Development			\$	1,367,000	
RAD Conversion - Renew Tacoma			\$	1,187,000	
Total Agency Advances				2,554,000	



ADMINISTRATION



To: THA Board of Commissioners

From: Todd Craven

Director of Administration

Date: January 27, 2016

Re: January 2016 Administration Department Board Report

1. Salesforce Implementation

1.1 The Two Tracks

As a reminder to the Board, we are implementing Salesforce in two separate Tracks, the first one focused on processes not heavily reliant on the financial system and the second one on both the finance system itself, as well as the processes that rely on it. Below is a chart the Board has seen before depicting these two tracks with some updated dates. This month's report will describe where we are with each phase and what we needed to continue moving forward with the project.

	TRACK ONE		TRACK TWO			
Activity	Begin	End	Activity	Begin End		
Phase II: Design	July 2015	August 2015	Phase V: Design	January 2016	March 2016	
Phase III: Build	August 2015	January 2016	Phase VI: Build	March 2016	August 2016	
Finance Consultation for Selection of Finance System			Housing and Voucher			
Document Management			Maintenance, Procurement, Purchasing, and Inventory			
Project Management			Human Resources			
Community Services			Finance Consulting for Implementation of Financial			
Development, Asset Management, Risk Management			System and Integration with Current Systems			
Policy Management, IT Help Desk			Finance Configuration			
Reports, Dashboards, Merge Documents			Data Migration			
			Critical Integrations			
			Reports Dashboards, Merge Documents			
Phase IV: Go- Live	February 2016	March 2016	Phase VII: Go-Live	August 2016	September 2016	

TRACK ONE

The design and building of Track One processes has been a huge success and we are ready for an on-time go-live. Go-live will begin on January 25th and will go into the first week of March. It will encompass four weeks of testing, rework, training, and go-live.

Below is the preliminary schedule:

Go-Live Phase	Begins week of	Involved
Preliminary Testing	January 25, 2016	Select staff (2-3) from each functional area
Response to Prelim. Testing	February 1, 2016	eightCloud development team
Final Testing	February 8, 2016	Select staff (2-3) from each functional area
Training	February 16, 2016	All WE staff and eightCloud
Go-Live	February 23, 2016	All WE staff and eightCloud

For testing purposes, we divided the agency into the following testing groups:

- THA (non-IT)
- Community Services
- Executive
- Finance
- Human Resources
- Information Technology
- Policy
- Property Management
- Real Estate Development
- Rental Assistance

In coordination with the agency subject-matter-experts, we developed detailed test scripts that the testing groups will use to test each process. At a high level, the test scripts will go through each step of every process and ask the user whether the system behaved as expected. This is a critical process for us to go through to ensure everything works as expected. Over the course of two weeks, we will spend roughly sixty hours in testing sessions with between two and five staff in each session.

For training purposes, we grouped the agency according to the security profiles set up in OpenDoor, the name of THA's Salesforce platform, and have used these groups to define which trainings are needed. In terms of time commitment, the training sessions will require a much higher level of commitment from each of the groups because we will need to train most staff in the agency, not just one or two testers from each group. Some of the training sessions will only be applicable to the main groups that have been involved in Track One—Policy, Community Services, Administration, and RED--however, some sessions will be applicable to all staff and we will attempt to train as many people as possible at the same time in order to reduce the total time it takes to train everyone. We are looking into ways we can accommodate large training groups within our own facilities but may end up needing to rent a facility from a partner in order to get it all done on time.

TRACK TWO

With the completion of Track One, it is now time to begin working on Track Two, which will go through a very similar process as Track One. In July 2015's report to the Board, we proposed not increasing the contract with eightCloud for customizations, even though we had a detailed estimate from the contractor indicating that the final contract amount would be higher than originally anticipated. We decided against increasing the contract at the time for the following reasons:

- The original contract was sufficient to get us through Track One; and
- As part of Track One, we set out to procure a financial system that would integrate
 with Salesforce and this decision was bound to have implications on the overall
 scope of work proposed by eightCloud.

We also said at the time that we would set limits that would be spent on both customizations and ongoing costs. These limits were proposed as follows:

- Customizations: we proposed capping internally at \$1,100,000; we believed this
 would be sufficient to get through everything in the current scope with eightCloud, as
 well as the customizations to the financial system.
- Ongoing Costs: we proposed capping internally at \$200,000 per year, plus inflation; we thought this would be sufficient to cover the Salesforce licensing, financial system licensing, and any other miscellaneous licenses we may have for the apps necessary to be purchased.

Last month, the Board authorized Tacoma Housing Authority's (THA's) Executive Director to sign a contract with Synergy Business Systems for the new financial system. The decision, coupled with what eightCloud has learned about us over the past year, resulted in a new detailed scope of work for Track Two that will be presented as a resolution for the Board to review this month. The request to continue having eightCloud build our system is also a request to exceed the customization limits proposed to the Board last July.

The way that the contract is structured is that eightCloud will bill THA hourly for the specific items we have identified up to the maximum set forth in the contract. If it takes the contractor more hours to complete any of the scope items identified, then the extra hours will be eightCloud's responsibility. However, they may identify items we ask for that fall outside the agreed-upon scope. If this is the case, they will submit an "LOE" or level of effort estimate. We went through this process in Track One and although some of the items came in higher than estimated, there were other items that came in lower and the difference was a wash, which is why we did not need to bring it back to the Board. If one or more of the LOE's submitted during Track Two causes us to go over the total contract value, we will then submit an amendment to the Board for consideration. However, in reviewing the scope submitted by eightCloud in detail, we feel confident that it captured as much as it can at this point and believe the estimate to be accurate and that it will get us through the second track.

Below is a chart that shows the total costs to customize Salesforce to meet the agency's needs. The Board will see that the contract will exceed the limits we set by \$116,000.

System	Vendor	Line Item	Total Estimate
Salesforce	eightCloud	Track One	\$ 375,000.00
Salesforce	eightCloud	Track Two	\$ 716,000.00
Intacct	Intacct (Synergy)	Integrations	\$ 80,000.00
Intacct	eightCloud	Integrations	\$ 45,000.00
TOTAL			\$ 1,216,000.00

Back in July, we discussed the investment in Salesforce customizations from an ROI, or return on investment perspective. This is still a very valuable exercise to go through and much of what was stated in July bears repeating. In addition to this, there are a few other areas to consider when understanding our investment in Salesforce. They are listed here:

- 1. Business Process Improvement: as staff went through the effort to define the processes and build a system to fit those processes, we quickly realized that we were going through a very clear process improvement effort. Over the past several years, THA made significant investments in business process improvement, including staffing sunset positions dedicated to process improvement, Lean Six Sigma training, other process improvement training, and engaging variety of consultants. As we created the framework around our processes, the benefits of having staff trained in this area and able to think critically about how each process should be performed became very clear. And staff members are able to do this without the confines of an outdated and inflexible system. In other words, the work we are doing to design our new software goes beyond traditional software costs and bleeds over into process improvement, an area the agency is already vested and committed to.
- 2. Building the Future: in the long run, Salesforce will provide us complete control over the systems and processes, allowing us to change and evolve as the industry demands in ways that other Public Housing Authorities (PHAs) will not be able to do. If we were a company focused on profits, we would say that this provides a competitive advantage. In our case, however, it sets the agency up to be ahead of the curve so we can help others adjust to the changing tide of HUD regulation, congressional impacts, and budget cuts.
- 3. **Efficiency:** there are many ways to talk about efficiency and our focus is on the higher value functions that staff can perform once they are freed up from the lower value tasks that consume much of their time currently. Regardless of how one views it, we will gain efficiency and transparency in every function within the agency.
- 4. Reduction of Information Technology (IT) Overhead Costs: Once Salesforce is fully live (August 2016), we will reevaluate our IT strategy and realize savings by eliminating on premise IT infrastructure no longer needed in the cloud environment

of the future. Also, we used to have a full-time programmer on staff (sunset position) to support the custom solutions built in-house. We eliminated this position in December, 2015 realizing that the need for custom development had reduced to a fraction of what it used to be and we could no longer support a full-time position in this role.

A RAD UPDATE WILL BE PROVIDED AT THE BOARD MEETING



CLIENT SERVICES



DATE: January 27, 2016

TO: THA Board of Commissioners

FROM: Greg Claycamp

Client Services Director

RE: Monthly Board Report

1. STRATEGIC OBJECTIVE: HOUSING AND SUPPORTIVE SERVICES

Tacoma Housing Authority (THA) will provide high quality housing, rental assistance and supportive services. Its supportive services will help people succeed as tenants, parents, students, wage earners and builders of assets who can live without assistance. It will focus this assistance to meet the greatest need.

Director's Note: In December, Community Services (CS) and Rental Assistance (RA) completed successful recruitments for new Program Managers in each division. Both recruitments attracted a number of strong internal and external candidates. CS & RA are very pleased with the outcomes.

In Community Services, **Caroline Cabellon** is the successful candidate. Caroline has been a Program Specialist with THA for about three years, working primarily with tenants in THA's Senior and Disabled Properties. Her performance in that position was outstanding, bringing new programming to THA sites, advocating for THA tenants and building strong relationships with community partners. Caroline began serving as Interim Program Manager in October. She has also performed well in this position, demonstrating herself to be a very natural fit. Caroline is passionate and thoughtful about the reorganization being undertaken in Community Services.

In Rental Assistance, **Jessica Beck** will be filling the position of Program Manager. Jessica comes to THA with impressive credentials. She is leaving Consejo Counseling and Referral Service, where she served as Domestic Violence and Housing Programs Manager, and as Interim Executive Director during a leadership transition. Jessica received her J.D. in 2005, and is licensed to practice law in Washington State. Jessica's duties will include managing collaboration with Community Services, and strengthening THA's Special Program voucher allocations.

2. COMMUNITY SERVICES

Mia Navarro-Community Services Division

2.1 NUMBER OF PEOPLE AND HOUSEHOLDS SERVED

Program Entries, Exits, and Unduplicated Number of Households Served

December 2015	Program/ Caseload Entries this Month	Program/ Caseload Exits this Month	Unduplicated Number Served (Month)	Unduplicated Number Served (YTD)
General Programs				
Case Staffing	9	4	27	125
Families in Transition (FIT)	0	2	22	38
Family Self Sufficiency (FSS)	6	1	127	144
General Services	4	10	44	187
Hardship	1	0	5	29
Housing Opportunity Program (HOP) Case Management	0	0	11	43
Children's Savings Account (CSA) K – 5 th Grade Stage	0	0	13	13
CSA 6 th – 12 th Grade Stage	0	0	14	14
McCarver*	0	5	33	39
	4			
Senior & Disabled	37	31	67	202
DEPARTMMENT TOTAL	57	53	363	834

^{*}See Rental Assistance Report.

2.2 CLIENT STORIES/PROGRAM UPDATES

2.2.1 Education Project

Client Services is pleased to announce that its very own Trisha Mozo, one of the caseworkers in the McCarver Program, has accepted the position of Program Specialist – Education Services. She will be working primarily on implementing the Salishan Children's Matched Savings Account Program. She will also work with the Rental Assistance Division and THA's partners at Tacoma Community College (TCC) on the College Housing Assistance Program. The recruitment to fill the caseworker vacancy at McCarver is currently under way.

2.2.2 McCarver Success Story

D and T have been in the program since it started in 2011. They have three children. T receives social security disability. He keeps himself busy tinkering with cars. D completed her Associate's degree in 2012 and her bachelor's in 2014 and she is now a full-time student at the University of Washington, Tacoma, working on her Master's in social work.

D is currently doing her internship at Pacific Lutheran University (PLU) Women's Center working on sexual assault education, domestic violence education and relationship violence. She facilitates the empowerment groups.

Her children attend school here in Tacoma. Her oldest child goes to Lincoln, her middle child went on to Giaudrone's International Baccalaureate (IB) program this September and her youngest child attends 5th grade at McCarver Elementary.

D ended her time with the McCarver program in December of 2015. She is now a part of Tacoma Housing Authorities Family Self-Sufficiency Program.

2.2.3 General Services

Families in Transition Program Graduate Reflection Letter (As published in the February/March issue of the Chronicle.)

Written By: Danielle Roberts, FIT Participant

My reflection: Interestingly enough the first thing I thought about is my childhood. How as a child you look upon life with eagerness and a feeling that you can take the world on. You feel nothing is impossible: the world is at your fingertips. At the same time you have friends and family around you giving you encouragement and saying things like, "The sky is the limit... Always follow your dreams and passions... You can be anything you want to be if you set your mind to it, and never let anyone or anything stop you."

Growing up, and even during most of my young adult years, those where all things I grew accustomed to hearing on a regular basis and pretty soon it just becomes a part of you: the way you think, act and sometimes respond to things happening around and to you. But something happens when you get older. Something changes. No longer is your imagination holding you back; it's schedules, work, money, and balancing a healthy family with the rest of your daily responsibilities.

I shake my head as I think about what some people may have been thinking as I talked to them in person or on the phone as I searched for resources for my family. The experience can take a bite out of your self-esteem for sure. That is, if you let it. I researched every single resource handed to me to make sure I actually could potentially qualify and came across the Families in Transition Program at Tacoma Housing Authority.

This will sound weird and seems most do not want to hear it; however, the Lord let me know that my search was over. That I would eventually be accepted into this program to rebuild my family and all I really need to do is be still for a moment to receive my continued blessings.

Since moving to Salishan less than a year ago, my Community Services caseworker, Bridgette, has made herself available to me in my time of need. I am grateful to have her in my life. I have enrolled in the Paralegal Studies Program at Tacoma Community College and continue to attend on a full time basis while working at Popeye's Chicken part time. I currently hold a 3.45 GPA. In addition, my son started at Popeye's as a fry cook and currently holds a manager position; he will return back to school this winter. My daughter is in the Running Start program at TCC and has

recently completed the Certified Nursing Assistant (CAN) course at Clover Park Technical College. I am thankful for the opportunity to be placed here so that I can get back on my feet and appreciate the advice and encouragement I have received from THA staff since being here in the Families in Transition (FIT) Program.

A Note from Bridgette Johnson, FIT Caseworker:

Danielle Roberts graduated from the Families in Transition (FIT) program in December, 2015. FIT is a 12- to 24-month case management program, which assists homeless families find their direction in life, including a career path. Danielle is the first participant to graduate from the FIT program in one year's time. Together, this family has broken through barriers, overcome challenges, and utilized case management services and resources in the community to gain employment, education and stability. Danielle continues to live at Salishan and has transitioned to the 5-year Family Self-Sufficiency Program.

3. RENTAL ASSISTANCE AND LEASING

Julie LaRocque-Rental Assistance Division

- Housing Choice Voucher utilization is reported at 99.3% for the month of December 2015.
- Rental Assistance has begun pulling names from the 2015 HOP waiting list and issuing HOP vouchers.

Below is a breakdown of the utilization of THA's special programs and project based vouchers:

A Rrogram Name		្តីស្នាក់ដែលមិនបានប្រ ខ្លែកប្រើស្វីលោក្រុងស្នា
VASH (Veterans Administration Supportive	177	165
Housing)		
NED (Non Elderly Disabled) Vouchers	100	91
FUP (Family Unification Program)	50	44
McCarver Program	50	32*
CHAP (College Housing Assistance Program)	25	23
CHOP (Child Welfare Housing Opportunity	20	17
Program)		
TOTAL	422	372

^{*} There are 33 active McCarver households, as reported in the Community Services section. One family, not included in this count, has a HOP voucher instead of a McCarver voucher, and is receiving case management services from a McCarver caseworker.

HopodiBerri Bropodies	ignis: Atlogned	Unity Leaved a
Bay Terrace	20	20
Eliza McCabe Townhomes	10	8
Flett Meadows	14	12
Guadalupe Vista	40	34
Harborview Manor	125	123
Hillside Gardens	8	8
Hillside Terrace	9	9
Nativity House	50	47
New Look Apts.	42	41
Pacific Courtyards	23	20
Salishan 1-7	340	336
Tyler Square	15	14
TOTAL	696	672



PROPERTY MANAGEMENT



Date:

January 27, 2016

To:

THA Board of Commissioners

From:

Pat Patterson

Director of Property Management

Re:

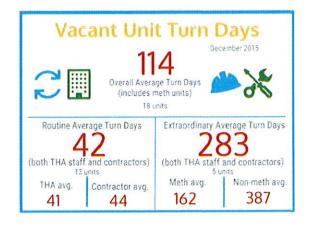
Department of Property Management Monthly Board Report

1. OCCUPANCY OVERVIEW

1.1 Occupancy

Unit occupancy is reported for the first day of the month. This data is for the month of December. The high vacancy rate in the family properties is attributable to, units being offline for rehabilitation and the sale of our Market Rate homes.

PROPERTY	UNITS AVAILABLE	UNITS VACANT	UNITS OFFLINE	UNITS OCCUPIED	% Month OCCUPIED	% YTD OCCUPIED
All Hillsides/Bay Terrace	132	4	0	128	96.9%	97.0%
Family Properties	138	20	10	118	85.5%	83.8%
Salishan	631	11	0	620	98.3%	98.2%
Senior/Disabled	353	13	0	340	96.3%	96.4%
A.2 Total ant Clean Un	it Turn Statu	s 48	10	1,206	96.2%	95.9%



The average unit turn time for the month of December was 114 days for 18 units turned by Tacoma Housing Authority (THA) staff and contractors. Below is a list of units that exceeded THA's 20-day expectation. These units will be categorized as Routine and Extraordinary turns. Routine means units that receive normal wear and tear that can be repaired in 5-20 days. Extraordinary means that the units have heavy damage as a result of the tenancy including meth and casualty loss that can't be repaired within 20 days.

Routine THA Maintenance Turns:

- 3201 S Fawcett #220 (78) days. Unit was in downtime for 22 days awaiting our sanitation program. Maintenance work was completed in 15 days. 41 days were attributed to leasing efforts. Unit was showed to 3 different applicants before being accepted.
- 2302 6th Ave # 108 (77) days. Unit was in downtime for 14 days awaiting our sanitation program. Maintenance work was completed in 2 days. 61 days were attributed to leasing efforts. 6 applicants were offered the unit before it was accepted.
- Hillside Phase 2 #202 (34) days. Unit was in downtime for 20 days due to staff availability and our sanitation protocol. There was a 10 day delay in the shipment of sanitation chemicals. Maintenance work was completed in 8 days. 6 days were attributed to leasing efforts.
- Hillside 1500 # 187 (85) days. Unit was in downtime for 23 days due to belongings from evicted tenants left in unit to avoid storage fees as well as pest remediation. Maintenance work was completed in 19 days. 43 days were attributed to leasing efforts. This unit is unsubsidized and was marketed for occupancy. The unit also has a large household set a side of 4 or more members which adds to the difficulty in leasing this unit. The unit was offered to 4 families before being accepted.

Routine Contractor Turns:

- Salishan 1- 4014 Sal Blvd (53) days. Contractor work was completed in 45 days. Problems with contractor and a delay in delivery of material contributed to the extended repair days. 8 days were attributed to leasing efforts.
- Salishan 3- 1903 East 44th (30) days- Contractor work was completed in 11 days. 19 days were attributed to leasing efforts.
- Salishan 4- 4428 East Q st (30) days- Contractor work was completed in 22 days. Contractor was asked to return for minor punch items. 8 days were attributed to leasing efforts.
- Salishan 5- 3982 Roosevelt Ave (28) days- Contractor work was completed in 27 days. Delay in delivery of material and minor punch items contributed to the delay. 1 day was contributed to leasing efforts.
- Salishan 5 2015 East 40th (47) days- Unit was in downtime for 2 days. Contractor work was completed in 38 days due to poor performance. 7 days were attributed to leasing efforts.

- Salishan 5- 3941 Roosevelt (29) days- Unit was in downtime for 2 days. Contractor work was completed in 9 days. 18 days were attributed to leasing efforts
- Salishan 6 4203 Everett Ave (67) days. Contractor work was completed in 67 days due to poor performance. Leasing was completed in conjunction with final punch.

Extraordinary THA Turns:

Lawrence #111- Unit was in downtime for 4 days awaiting decision to hold for RAD.
 Once decision was made, maintenance work was completed in 20 days. 21 days were attributed to leasing efforts.

Extraordinary Contractor Turns:

- 6th Ave 120 (211) days- Meth unit
- Bergerson Terrace #2 (835) days- Meth and ground water intrusion.
- Bergerson Terrace #21 (215) days- Ground water intrusion
- Salishan 4 4451 East R st (69) days- Unit was in downtime for 33 days awaiting sanitation program. Long term ADA tenant was transferred for being over housed. As a result of the tenancy there was heavy damage to the unit. Contractor work was completed in 21 days. 15 days were attributed to leasing efforts
- Salishan 4 4492 East Q st (112) days- Meth Unit

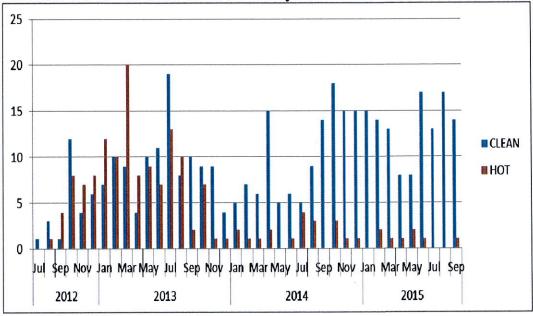
Proposed Changes for Improvement in Unit Turn Times:

- **Downtime-** Start the unit urn process within 1 day of vacancy. Reduce downtime to 1 day.
- Repair make ready
 - ✓ Identify appropriate staffing levels needed to complete maintenance work during the move out inspection.
 - ✓ Procure contractors that will respond to request for service if needed that have the appropriate staff to assign multiple units
 - ✓ Increase inspections to deter heavy damage at move out
 - ✓ Unit work every working day. Unit is the sole priority by assigned staff
 - ✓ Use of charts to chart projected progress
- Leasing
 - ✓ Prescreen to identify ready applicants.
 - ✓ Site based leasing. Concentrated efforts on units. Each property' staff will be responsible for the leasing efforts to fill their units.

Proposed

Downtime	Repair Make ready	Vacant	Total days
1	17	2	20





- 2012- 55 units tested, 28 hot 51% Hot Rate
- 2013-210 units tested, 100 hot 48% Hot Rate
- 2014- 138 units tested, 19 hot 14% Hot Rate
- 2015- 127 units tested, 8 hot 6% Hot Rate

As of January 1, 2016, 157 of the 575 units that have been tested for contamination have tested positive for methamphetamine. As of January 1, 2016 the 2015 current YTD hot rate is 6% and the overall hot rate from 2012 is 27%.

1.3 Work Orders

Work Order Summary by Portfolio For the Month of December, 2015

			mergency		Us	gend		Non	-Emergency	
Portfello	g Completed	Month & Completed In 24 Hrs	g Completed	YTD % Completed in 24 fec (\$9% HUD 8fet)	# # P	Aug Completion Days	Month s Completed Co	A.SQ	g Completed	D Avg Completion Days
		-								26 days HIUD 8
All Hillaide BAY TERRACE	8	0.0%	D	D DP6	T)		9	3.11	199	2.85
HILLSIDE TERRACE 1500 Block	1	100.0%	1	100 DA	0		1	100	58	7.12
HILLSIDE TERRACE FH 1	5	0.0%	D	0.0%	GE GE		4	100	39	3.28
HILLSIDE TERRACE PHILI	0	0.0%	D	DON	1			7.83	77	423
THE STATE OF THE PARTY OF THE P	1	1000%		100.0%	1		20	400	373	3,85
	9	PLOTE	9	100.018	3	DDD			J. 5	
Family Properties BERGERSON TERRACE	2	100.0%	33	97 DF6	D		23	6.17	217	11.35
DIXON VILLAGE	1	100.0%	9	100,074	4	0.76	10	13.20	115	17.22
WARKET RATE OFR	D	0.0%	2	100 0%	D 0	0.23	4		37	13.38
SCATTERED SITES	1	100.0%	8	100.0%	- 1		5	14.50	115	13.70
DOMITICAL DISCO	· •	100.0%	52	10110100000000000000000000000000000000	4	0.75	38	9.15	490	13,48
SAIISHAN I DALICHAN II DALICHAN III DALICHAN IV DALICHAN VI DALICHAN VI DALICHAN VI	7 0 3 6 2 1	100.0% 0.0% 100.0% 100.0% 100.0% 100.0%	51 44 31 39 36 36 23	100 DA 100 DA 17 JA 100 DA 100 DA	2 10 4 3 3 3	0.90 200 067 2667 138 17.68	17 26 36 29 26 18 15	10.24 14.56 19.78 18.17 25.10 21.33 30.47	348 323 321 338 271 328 253	37.43 43.09 36.77 31.66 35.46 25.10 23.11
Senior / Disabled Properties 6TH AVE	21	100 DA	250		38	721	15	18.50	2,112	20.30
EB. WILSON	2	100.0%	41		3	157	2	250	198	9.74
FAWCETT APARTMENTS	1	100.0%	21	100 12%	a a		4	050	90	2.76
LUDWIG APARTMENTS	2	100.0%	27	100 DA	4		9	7.56	120	10.71
NORTH GIST	۵	D DPS	11	100 0%	1		4	23.10	98	10.05
NORTHKST	0	0.0%	25	10000%	0		8	167.75	159	49.43
WRIGHT AVE	1	100.0%	34	100 0%	2		5	0.60	200	9.55
disconsistent de la company	В	1000%	21/	5 59.5%	Ð	D.813	27	38.11	1,099	17.14

In the month of December, 100% of emergency work orders were completed within 24 hours. In December, maintenance staff completed 263 non-emergency work orders with a total of 4,135 for the calendar year. The year-to-date average number of days to complete a non-emergency work order is 24.36 days.

Open Work Order Summary by Portfolio For the Month of December, 2015

		Eme	raency	Urge	nt	Non En	nergency		
Portfolio)								
		Opened Emergency WO	Days Open	Open Urgent WO	Days Open	Open Non- Emergency WO	< 25 Days	>25 Days	
All Hillsid	e								
BT B	AY TERRACE (TC)	D	0	D	E)	1	1	0	
HT1500 H	ILLSIDE TERRACE 1500 Block	1	0	D	(1)	1	1	0	
HT2 H	HILLSIDE TERRACE PH II	D	0	D	D)	1	1	O	
		1	D	0	0	3	3	0	
Family Pro									
	SERGERSON TERRACE	4	0	D	D	3	3	0	
	CATTERED SITES WISUB REHA		D	D	D)	B	B	Ø	
100 Table 1	DIXON VILLAGE	1	O	Ð	TI .	0	B	0	
044 A	LASKA 9 HOMES	D	0	Ð	B	D	D	0	
		6	0	Đ	C)	3	3	0	
Salishan							192000	20	
	SALISHAN ONE LLC (SB)	7	0	D	II)	B	9	O	
	SALISHAN TWO LLC (PH)	D	0	Σ)	El)	9	В	1	
	SALISHAN THREE LLC (SB)	3	0	D)	Ell	9	B	0	
	SALISHAN FOUR LLC (S8)	6	0	1	13	B	7	2	
	SALISHAN VILC (PH)	3	17	1	2	18	18	0	
SAL6 S	ALISHAN SIX LLC (S8)	1	0	1	2	12	1.1	1	
SAL7 S	SALISHAN SEVEN	2	0	D	0	7	7	0	
		22	17	3	21	73	69	4	
	isabled Properties								
Colonial Co.	ORTH K ST	D	O	1	10	12	В	4	
T. (1)	B. WILSON	3	17	D	E }	67	1 %	56	
	AWCETT APARTMENTS	1	O	D	D	D	D	O	
	VRIGHT AVE	1	O	D	D	0	D	O	
	UDWIG APARTMENTS	2	0	D	D	2	1	1	
013 N	IORTH G ST	D	D	E P	[D	10	4	6	
014 6	TH AVE	2	D	D	0	4	3	1	
	марын королоорой (1955-1965) (1965-1965) (1965-1966) (1965-1966) (1965-1966) (1965-1966)	р	17	1	10	95	27	68	
	Agency Totals:	38	34	4	31	174	102	72	

The open work that are greater than 25 days decreased from 147 in November to 72 in December. Property Management (PM) will continue to work on bringing down these numbers as part of its improved processes mentioned below.

PM continues to bring down the number of outstanding work orders and is trying to improve customer service. Processes that PM is trying to improve are as follows:

- Make every attempt to address routine work orders within 5 days. When this is not
 possible, contact the tenants and provide them an alternate date that they may expect
 service.
- Improve communication with the tenants when service will be delayed and/or when procurement is needed to service the request.
- Close work orders within 48 hours of completion.



REAL ESTATE DEVELOPMENT



DATE:

January 27, 2016

TO:

THA Board of Commissioners

FROM:

Kathy McCormick

Director of Real Estate Development

RE:

Real Estate Development Department Monthly Board Report

1. SALISHAN/HOPE VI

1.1 Phase II Construction

1.1.1 Area 2A, Community Core Development

The Board approved the general Master Plan Concept at its June, 2012 meeting. Staff is reviewing the Master Plan Concept and may suggest some revisions based on current community needs and opportunities and propose an alternative plan for the Salishan Core. Potential uses of the site will be coordinated with Metro Parks and the city to ensure complementary community uses for the Eastside Community Center and Salishan. Final recommendations will be delayed until planning for the Eastside Community Center is complete.

Staff met with representatives of United Grocers to discuss the possibility of a grocery store that would be located at the core. They were interested and suggested a market study be completed. Staff plan to issue a Request for Proposal for a market study that would identify potential grocery and related retail uses for the core.

1.1.2 Area 3 Lot Sales

DR Horton has completed sales in Area 3. A final accounting for these sales will follow at a later date.

1.1.3 Area 2B

DR Horton commenced with construction activities for area 2B in 2015. DR Horton sold 17 homes in the fourth quarter of 2015. Of these, 6 were to buyers who met the affordable homes sales guidelines.

1.1.4 Area 2B Property Sale to Metro Parks

Housing and Urban Development (HUD) approved the disposition of the two lots. Real Estate Development (RED) is waiting for HUD approval for the remaining 16 acres. Once this approval is received, the property will be sold to Metro Parks.

2. NEW DEVELOPMENT

2.1 Bay Terrace – Phase II

The construction bids were received on January 6th and 7th which totaled \$16 million, exclusive of sales tax and owner's contingency. This increased the projected construction costs by \$1.7 million above the budget estimate provided by Absher in December, 2015. Staff are negotiating with Absher and working to identify areas where a reduction in cost is appropriate and necessary. The November financial projections identified a need for Tacoma Housing Authority (THA) to contribute \$800,000 in a loan and deferred developer fee. Without a reduction in cost to the current bid estimates, THA would need to fund \$2.8 million to cover the gap. Staff is very motivated to reduce the construction costs, without sacrificing quality, so that less funding will be needed by THA.

2.1.1 Financing

HOME Funds: On January 21, 2015, staff received official notification of the award of \$1 million in HOME funds from the Tacoma Community Redevelopment Authority. These will be lent to the project with a 2% interest rate and a 50-year term.

The Royal Bank of Canada (RBC) was selected as the investor for Bay Terrace Phase II. As proposed, their equity investment will generate \$16,848,708 in tax credit equity or \$1.12 per tax credit, with 1.48% paid at the execution of the Partnership Agreement and 98.52% paid at the Certificate of Occupancy.

JP Morgan Chase Bank N.A. was selected as the construction and permanent lender for Bay Terrace Phase II.

Staff has begun the financial due-diligence process with both Chase and RBC. Financial closing is anticipated in late February 2016.

2.1.2 Design

GGLO Architects completed the construction documents on November 27, 2015. Absher Construction prepared a revised cost estimate based on these, drawings and specifications.

2.1.3 Construction

On December 1, 2015, Absher Construction Company issued an invitation for Phase II bids.

An informational project walk-through was held December 8, 2015, at 3:00 pm. Sealed bids were accepted through January 6th at Absher Construction Co. main office located at 1001 Shaw Rd SE, Puyallup, WA 98372.

Once a final construction cost has been agreed upon, a construction contract between Tacoma Housing Authority (THA) and Absher Construction will be executed. The board approved a resolution in December authorizing the THA Executive Director to enter into negotiations with Absher for a not-to-exceed amount of \$18,210,330 including a 7% owner's contingency and applicable sales tax.

2.1.4 Community Meetings

Kenji Stoll and Chris Jordan have successfully completed two of the three community meetings with Bay Terrace families. Another session will be held in January. Based on earlier input, the two artists have presented an initial concept and are still preparing a cost estimate. Construction of the interactive artwork will be complete once outside funding is obtained. Staff are working with the City of Tacoma to apply for various grants to fund the development of an interactive basketball court.

3. OTHER PROJECTS

3.1 Construction Management Services for the City of Tacoma

The current contract with the City has expired. The City has expressed interest in working with THA in this capacity again in the future.

3.2 THA 902 Administration Building Tenant Improvement Project

The project is complete with the final close out items being fixed.

3.3 Market Rate Scattered Sites

Renovations are completed at the two Alaska Street sites and the two Sherman Street properties. The sale of 8201 S. Alaska has now closed. 1829 and 1837 E. Sherman have been listed at \$239,000 respectively.

1118 S. Sheridan has been listed as well and has had considerable interest but no offers to date.

2336 N. Shirley is vacant and a scope of work is being developed. Early estimates propose minimal work with a list price of \$280,000.

Construction at 1215 and 1219 Trafton will be complete in mid-January. Both houses are expected to be listed by the end of the January 2016.

3.4 Public Housing Scattered Sites

Planning for the rehab and sale of THA's 34 public housing scattered sites continues. THA has received preliminary approval for the disposition of these units but is still awaiting final approval before work can begin.

3.5 Consulting and Community Engagement

RED staff are preparing a proposal to work with Salvation Army for the redevelopment of their Sixth Avenue property.

3.6 RED Put-Backs

#27 Bergerson – Contract awarded August 12, 2015, for unit damaged by fire. Unit will be put-back using Rental Assistance Demonstration (RAD) standards and will allow THA to assess new heating and plumbing components for the RAD conversion. Abatement and flooring issues have delayed the project and completion is planned for mid-January.

4858 Court Q – Contract awarded October 21, 2015, for water damaged unit. Scope includes new flooring, cabinets, appliances and drywall replacement. Work is complete and satisfactory as of December 23, 2015.

4490 and 4492 East Q – Contract awarded November 18, 2015, for water damaged and meth remediated units. Completion is expected mid-January r for Unit 4490. Unit #4492 is complete and satisfactory as of December 22, 2015.

4. DEVELOPMENT PIPELINE PROJECTS

4.1 Intergenerational Housing at Hillsdale Heights

The Many Lights Foundation (MLF) continues work on this project and is interested in executing an agreement with THA to partner in the development of intergenerational project which will house families adopting children out of foster care and seniors. The parameters for such an agreement are being analyzed through the THA Asset Management process.

4.2 Hilltop Lofts and Master Plan

THA and the City extended the timeline by two years for THA to develop the Hilltop Loft project. Council approved the extension request at its November 3rd meeting.

A request for qualifications for architectural & engineering services has been issued to begin the master planning phase for Hilltop Area. The master plan will focus on the properties under THA control, including the Hilltop Lofts, Key Bank site, New Look parking lot and THA Parking Lot. Staff is

planning on a process with specific community engagement of local businesses, faith based groups and area residents. Proposals will be due in February, work is expected to begin in March and continue through the end of 2016.

4.3 Acquisition

Staff is completing the due diligence on the KeyBank Property. The closing is targeted for the first week of March.

PHAS INDICATOR FOR MODERNIZATION ACTIVITIES

The following are the schedules as of January 4, 2016, for THA's obligation and expenditure of the public housing capital funds it receives from HUD.

Grant	Total Grant	Obligation Start Date	Obligated	% Obligated	Obligation Deadline	Expended	% Expended	Expended Deadline
2011 CFP	\$1,721,353	8/3/11	\$1,721,353	100%	8/2/13	\$1,721,353	100%	8/2/15
CFCF	\$1,849,510	8/3/11	\$1,849,510	100%	8/2/13	\$1,849,510	100%	8/2/15
2012 CFP	\$1,593,197	3/12/12	\$1,593,197	100%	3/11/14	\$552,481	13%	3/11/16
2013 CFP	\$1,319,864	9/9/13	\$1,319,864	100%	9/8/15	\$0	0%	9/8/17
2013 CFP (2 nd R)	\$1,015,495	9/9/13	\$1,015,495	100%	9/18/15	\$1,015,495	100%	9/8/17
2014 CFP	\$1,590,067	5/13/14	\$1,590,067	100%	5/12/16	\$0	0%	5/12/18
2014 CFP (1 st R)	\$277,032	5/13/14	\$277,032	100%	5/12/16	\$0	0%	5/12/18
2014 CFP (2 nd R)	\$873,158	5/13/14	\$873,158	100%	5/12/16	\$403,428	46%	5/12/18
2015 CFP	\$1,846,052	4/13/15	\$1,846,052	10%	4/12/17	\$0	0%	4/12/19
2015 CFP (2 nd R)	\$813,451	4-13-15	\$913,451	100%	4-12-17	\$0	0%	4-12-19
TOTAL	12,899,179		12,899,179			\$5,542,268268.75		



NEW BUSINESS

Resolution 1

RESOLUTION 2016-01-27 (1)

Date: Januar

January 27, 2016

To:

THA Board of Commissioners

From:

Michael Mirra

Executive Director

Re:

RAD Architectural and Engineering Work Addendums #5 Casey + Dechant Architects

This resolution would authorize the executive director to increase the contract amount for RAD architectural services from \$500,000 to \$1.031 million.

Background

On June 24, 2015, the Board approved Resolution 2015-6-24 (1) authorizing Tacoma Housing Authority's (THA's) Executive Director to negotiate and award a contract for the Architectural and Engineering (A&E) Services for the Rental Assistance Demonstration (RAD) Conversion Project. The initial contract was solely for the predevelopment work associated with RAD. A contract was executed with Casey + DeChant Architects in an amount not-to-exceed \$500,000.00.

As work on the RAD contract progressed, we had to request numerous additions to the scope of work that we did not anticipate. These additions included requests from investors and lenders who have required additional Seismic and Environmental Reports, new security system designs, changes to the HVAC systems and City of Tacoma changes to the Right of Way (ROW) improvements at all of the sites. In addition, the initial scope of work for the RAD project came in much higher than originally budgeted. To meet the budget, we needed extensive value engineering work. This required revisions to nine sets of construction documents. THA staff has sufficient information to complete the scope of work and estimate the amount. Staff estimate that the RAD architectural work will cost an additional \$369,000.00 for a total of \$869,000. Staff proposes to increase the limit of the A&E contract to a not-to-exceed amount of \$1,031,000. This amount includes an additional \$162,000.00 for contingency.

This increased amount fits within the RAD Project Budget.

Recommendation

Authorize THA's Executive Director to amend the Architectural and Engineering Services Contract for the RAD Conversion Project in an amount not-to-exceed \$1,031,000 for the A&E services of Casey + DeChant Architects.



RESOLUTION 2016-01-27 (1) (RAD A&E Work Addendums #5 & #6, Casey + Dechant Architects)

A RESOLUTION of the Board of Commissioners of the Housing Authority of the City of Tacoma

WHEREAS, On June 24, 2015, Tacoma Housing Authority's (THA's) Board of Commissioners approved Resolution 2015-6-24 (1) authorizing THA's Executive Director to award a contract for the initial Architectural and Engineering Services for the RAD Conversion Project to Casey + DeChant Architects in an amount not-to-exceed of \$500,000; and

WHEREAS, Additional work scope for the project was added to the A&E Services; and

WHEREAS, An additional \$369,000 in A&E services will be needed to complete the RAD Conversion project and an additional \$162,000 is recommended for the contingency; and

WHEREAS, THA is requesting to amend the Casey + Dechant Architects RAD Conversion Project not-to-exceed contract amount to a total of \$1,031,000; now, therefore, be it

Resolved by the Board of Commissioners of the Housing Authority of the City of Tacoma, Washington as follows:

THA's Executive Director is authorized to amend the Architectural and Engineering Services Contract with Casey +DeChant for services needed to complete the RAD Conversion Project in an amount not-to-exceed \$1,031,000.

Approved: January 27, 2016		
	Stanley Rumbaugh, Chair	

Resolution 2

RESOLUTION 2016-01-27 (2)

Date:

January 27, 2016

To:

THA Board of Commissioners

From:

Michael Mirra

Executive Director

Re:

Second Amendment to eightCloud Contract

This resolution would authorize the executive director to amend the maximum contract amount for the software conversion from \$575,000 to \$1.136 million.

Background

Tacoma Housing Authority (THA) is in the midst of a major software conversion, taking most of its major processes and functions from a variety of platforms throughout the agency and putting them on the Salesforce platform. During 2014, the agency spent a good deal of time and effort analyzing its needs and deciding on the path that best suits both the current and future needs of the agency. Out of this effort came the decision to move THA's functions to Salesforce and to contract with a local developer, eightCloud, to customize the solution to fit THA's needs. By resolution 2015-1-28(5), the Board authorized an original contract amount of \$575,000. At that time, the contract contemplated that eightCloud and THA would adjust the final contract amount upward once they got far enough into the work to do know its scope. In July 2015, staff estimated for the Board that this amount would likely be \$1.1 million. With further refinements, staff and eightCloud now conclude that the contract needs a maximum amount of \$1.136 million. Some details follow.

During 2015, eightCloud worked with THA staff to detail requirements and divide the work into two different tracks. The first track of work, comprising Case Management, help desk and policy ticketing, contract and grant management, asset management, and project management, is currently scheduled to go live at the end of February, 2016.

Also during 2015, THA selected its future financial system, Intacct, and developed a scope of work for the integrations between Intacct and Salesforce. This scope of work enabled THA and its contractors to fully assess the work that needed to be done to complete Track Two of the project and design the strategy for getting it done. The result was a revised level of effort.

The current contract with eightCloud has been through two distinct phases: 1) the design and

analysis phase and 2) the Track One phase. Track One is coming to a close and Track Two is ready to commence. In order to effectively manage these distinct phases of the project, THA purposely set three separate points in the contract at which the work would stop if further authorization was not received. We are nearing the point where work will stop unless authorization to proceed with Track Two is received. In order to provide eightCloud this authorization, the contract amount must increase by \$561,000. The chart below shows what the Board has already authorized. It also shows the amount this final resolution would authorize.

Phase	Board Approval	Amount
Planning and Analysis	Resolution 2015-1-28 (5)	\$75,000
Track One	Resolution 2015-1-28 (5)	\$375,000
Track Two (authorized)	Resolution 2015-1-28 (5)	\$125,000
Track Two (additional)	Resolution 2016-1-27 (2)	\$561,000
	Total Contract	\$1,136,000

This resolution will increase the value of the contract by \$561,000, taking it from \$575,000 to \$1,136,000, and will authorize THA to continue work on Track Two, which is scheduled to go live in August, 2016.

Recommendation

Approve Resolution 2016-01-27 (2) authorizing THA's Executive Director to execute an amendment to the eightCloud contract for Track Two of the software design and development work.



RESOLUTION 2016-01-27 (2) (Second Amendment to eightCloud Contract)

A RESOLUTION of the Board of Commissioners of the Housing Authority of the City of Tacoma

WHEREAS, Tacoma Housing Authority's (THA's) Board of Commissioners authorized the Executive Director to execute a contract for custom Salesforce development with eightCloud on January 28, 2015, and THA's Executive Director signed the contract on March 9, 2015, authorizing the initial planning and analysis phase of the project; and

WHREAS, THA executed an amendment to the eightCloud contract on July 10, 2015, authorizing work to commence on Track One of the contract; and

WHEREAS, eightCloud completed the initial build for Track One and submitted a revised Level of Effort (LOE) estimate to THA for Track Two; and

WHEREAS, THA staff reviewed the LOE and consider it an accurate representation of the remaining work that needs to be done on the project; and

WHEREAS, The value of the remaining work on the contract is \$561,000, bringing the total value of the contract from \$575,000 to \$1,136,000; now, therefore, be it

Resolved by the Board of Commissioners of the Housing Authority of the City of Tacoma, Washington:

The Executive Director has the authority to amend the contract with eightCloud, authorizing the completion of the remaining software development work up to an amount of \$1,136,000.

Approved: January 27, 2016		
	Stanley Rumbaugh, Chair	

Resolution 3



RESOLUTION 2016-1-27 (3)

DATE:

January 27, 2016

TO:

Board of Commissioners

FROM:

Michael Mirra

Executive Director

RE:

Bay Terrace 2, Providing for the Issuance of Revenue Bonds

This resolution would authorize the following for Bay Terrace Phase 2

- 1. Issuance of the Bonds in a principal amount not to exceed \$20,000,000,
- 2. Sale of the Bonds to JPMorgan Chase Bank, N.A., and
- 3. Preparation, execution and delivery of documents by the Authority, in its capacity as issuer of the Bonds and guarantor of certain obligations with respect to the Bonds. Documents to be authorized include, without limitation, Loan Agreements, a Deed of Trust, an Environmental Indemnity Agreement and a Guaranty.

Background

2500 Court G LLLP, a Washington limited liability limited partnership of which the Authority is the sole general partner (the "Partnership") has requested that the Authority issue revenue bonds (together, the "Bonds") for the purpose of providing part of the funds with which to pay the costs of constructing and equipping a 74-unit apartment complex as part of the Bay Terrace Phase II Redevelopment Project in the City of Tacoma, Washington (the "Project").

The proceeds of the Bonds will be used to make a loan (the "Loan") to the Partnership pursuant to a Loan Agreement (the "Bond Loan Agreement") between the Authority and the Partnership. Pursuant to the Loan Agreement, the Partnership will agree (1) to apply the proceeds of the Loan to pay costs of constructing and equipping the Project, (2) to make payments sufficient to pay the principal of and interest on the Bonds when due, and (3) to observe the other covenants and agreements and make the other payments set forth in the Bond Loan Agreement.

JPMorgan Chase Bank, N.A. is expected to offer to purchase the Bonds upon terms set forth in its letter dated September 2, 2015, and as it may be further amended from time to time.

Prior Board Action

Pursuant to Resolution 2011-7-27 (5) adopted July 27, 2011, the Board approved the creation of the Partnership and application to the Washington State Housing Finance Commission for tax credits for the Project. Pursuant to Resolution 2015-8-26 (6) adopted August 26, 2015, the Board approved selection of JPMorgan Chase Bank, N.A. as purchaser of the Bonds.

Recommendation

Approve Resolution 2016-1-27 (3).



RESOLUTION 2016-01-27 (3) (Bay Terrace Phase II - 2500 Court G)

A RESOLUTION of the Board of Commissioners of the Housing Authority of the City of Tacoma providing for the issuance of revenue bonds in in an aggregate principal amount of not to exceed \$20,000,000, the proceeds of which will be used to make a loan to 2500 Court G 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 construct a 74-unit apartment complex to provide housing for low-income persons in the City of Tacoma, Washington; determining the forms and terms of the bonds; authorizing the execution and delivery of a loan agreement providing for repayment of the loan, a regulatory agreement governing the use of the facility and other bond and loan documents; providing for the sale and delivery of the bonds to JPMorgan Chase Bank, 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 or near 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 RCW 35.82.130 together provide that a housing authority may issue bonds, notes or other obligations for any of its corporate purposes; and

WHEREAS, 2500 Court G LLLP (the "Partnership"), a Washington 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 construct a 74-unit apartment complex to be located in the 2500 Block of S Yakima Avenue, in Tacoma, Washington, to be leased by the Partnership from the Authority, to provide housing for low-income persons within the City of Tacoma, Washington (the "Project"); 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 Tax-Exempt Bond

(defined below) will be used in connection with the financing or refinancing of any portion of the Project to be used 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 bonds in an aggregate principal amount of not to exceed \$20,000,000, the proceeds of which will be used to make a loan to the Partnership for the purposes described herein; and

WHREAS, It is anticipated that JPMorgan Chase Bank, N.A. will offer to purchase the Bonds on the terms set forth herein; now, therefore, be it

Resolved by the Board of Commissioners of the Housing Authority of the City of Tacoma, Washington, that:

- 1. <u>Definitions</u>. As used in this resolution, the following words have the following meanings:
 - "Assignment of Construction and Design Agreements" means the Assignment of Construction and Design Agreements to be executed by the Partnership and the Authority, relating to assignment to the Bank of certain of the Authority's and the Partnership's rights under certain agreements relating to the design and construction of the Project, including any supplements or amendments thereto made in conformity therewith.
 - "Assignment of Loan Documents" means the Assignment of Loan Documents to be executed by the Authority and acknowledged by the Partnership, relating to assignment to the Bank of the Authority's rights under certain of the Loan Documents, including any supplements or amendments thereto made in conformity therewith.
 - "Assignment of Management Agreement" means the Assignment of Management Agreement and Consent and Subordination of Manager to be executed by the Partnership and the property manager for the Project, relating to assignment to the Bank of certain of Partnership's interests in the management agreement with respect to the Project, including any supplements or amendments thereto made in conformity therewith.
 - "Assignment of Tax Credits and Partnership Interests" means the Assignment of Rights to Tax Credits and Partnership Interests to be executed by the Partnership and the Authority (in its capacity as general partner of the Partnership), relating to assignment to the Bank of certain rights of the Authority and the Partnership under the Partnership's governing documents, 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 JPMorgan Chase Bank, N.A., as Registered Owner of the Bonds, and any subsequent Registered Owner thereof.
 - "Bank Loan Agreement" means the Construction and Permanent Loan Agreement between the Authority and the Partnership, and assigned by the Authority to the Bank, setting forth certain covenants and conditions relating to the Loan, and including any supplements or amendments thereto made in conformity herewith and therewith.

- "Board" means the Board of Commissioners of the Authority.
- "Bonds" means, together, the Tax-Exempt Bond and the Taxable Bond.
- "Bond Fund" means the Housing Authority of the City of Tacoma Low-Income Housing Assistance Revenue Bond Fund, 2016 (Bay Terrace Phase II).
- "Bond Registrar" means the Executive Director of the Authority.
- "Bond Loan Agreement" means the 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 made in conformity herewith and therewith.
- "Code" means the Internal Revenue Code of 1986, as amended.
- "Construction Loan Maturity Date" means the construction loan maturity date specified in the Loan Documents, which shall be not more than 36 months after the delivery date of the Bonds.
- "Deed of Trust" means the Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing under which the Partnership will be grantor and the Bank will be the beneficiary, encumbering the Partnership's leasehold interest in the real property and improvements and personal property constituting the Project, including any supplements or amendments thereto made in conformity herewith and therewith.
- "Draws" means incremental draws on the Bonds.
- **"Environmental Indemnity Agreement"** means the Environmental Indemnity Agreement to be executed by the Partnership and the Authority in favor of the Bank relating to environmental claims with respect to the Project, including any supplements or amendments thereto made in conformity therewith.
- "Fixed Rate Funding Date" means date on which interest on all or a portion of the principal amount of the Tax-Exempt Bond then outstanding begins to bear interest at a fixed rate, as specified in the Loan Documents, which shall not be more than 30 months after the delivery date of the Bonds.
- "General Revenues" means the rent, fees and other revenues of the Authority from any source, except those revenues which are prohibited from being used for the purpose of paying the principal of and interest on the Bonds 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).
- "Guaranty" means the Guaranty of Payment (Construction/Permanent) executed by the Authority guaranteeing the Partnership's obligations with respect to the Loan.
- "Loan" means the loan from the Authority to the Partnership of the proceeds of Draws on the Bonds.
- "Loan Documents" means, collectively, the Bond Loan Agreement, the Bank Loan Agreement, the Deed of Trust, the Disbursement and Rate Management Agreement, the Environmental Indemnity Agreement, the Notes, the Assignment of Construction and

- Design Agreements, the Assignment of Loan Documents, the Assignment of Management Agreement, the Assignment of Tax Credits and Partnership Interests, the Replacement Reserve Agreement, the Operating Reserve Agreement, any related UCC Financing Statements and any other documents relating to the Loan to be executed by the Partnership.
- "Notes" means the promissory notes evidencing the Loan.
- "Operating Reserve Agreement" means the Operating Reserve Agreement to be executed by the Partnership and the Bank, relating to the creation and funding of an operating reserve account for the Project, including any supplements or amendments thereto made in conformity therewith.
- "Partnership" means 2500 Court G LLLP, a Washington limited liability limited partnership of which the Authority is the sole general partner.
- "Project" means, depending on the context (1) the construction of a 74-unit apartment complex located on real property legally described in Exhibit A to the Deed of Trust, or (2) the apartment complex so constructed.
- "Proposal Letter" means the letter dated September 2, 2015, prepared by the Bank setting forth certain of the terms under which the Bank may purchase the Bonds, as it may be amended and supplemented, and any commitment letter issued pursuant or supplemental thereto.
- "Registered Owner" means the Bank, as registered owner of the Bonds registered as such on the registration books maintained by the Bond 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 to be executed by the Partnership and the Bank, relating to the creation and funding of a replacement reserve account for the Project, including any supplements or amendments thereto made in conformity therewith.
- "Taxable Bond" means the Low-Income Housing Assistance Revenue Bond, 2016, Series A (Taxable) (Bay Terrace Phase II), of the Authority, issued pursuant to, under the authority of and for the purposes provided in this resolution.
- "Taxable Bond Maturity Date" means the maturity date specified in the Taxable Bond, which shall not be more than 36 months after the delivery date of the Bonds.
- "Tax-Exempt Bond" means the Low-Income Housing Assistance Revenue Bond, 2016, Series B (Tax-Exempt) (Bay Terrace Phase II), of the Authority, issued pursuant to, under the authority of and for the purposes provided in this resolution.
- "Tax-Exempt Bond Maturity Date" means the maturity date specified in the Tax-Exempt Bond, which shall not be more than 20 years after the delivery date of the Bonds.
- All other capitalized terms used but not defined herein shall have the meanings assigned to them in the Bond Loan Agreement.

- 2. <u>Authorization of Bonds and Application of Proceeds</u>. For the purpose of providing financing for a portion of the costs of the Project, the Authority shall issue and sell the Bonds in an aggregate principal amount not to exceed \$20,000,000. Such Bond financing is declared and determined to be important for the feasibility of the Project. All proceeds from Draws on the Bonds 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 Bonds for the purposes set forth in this resolution.
- 3. <u>Description of Bonds</u>. The Bonds shall be designated the Low-Income Housing Assistance Revenue Bond, 2016, Series A (Taxable) (Bay Terrace Phase II) (the "Taxable Bond") and the Low-Income Housing Assistance Revenue Bond, 2016, Series B (Tax-Exempt) (Bay Terrace Phase II) (the "Tax-Exempt Bond"), of the Authority; shall be issued in registered form; shall be dated their date of delivery to the Bank; and shall be numbered R-1.

The Bonds shall bear interest up to but not including the Fixed Rate Funding Date at a variable rate or rates as described in the Proposal Letter and more fully described in the applicable Bond and the Loan Documents. On the Fixed Rate Funding Date, a portion of the Tax-Exempt Bond in a principal amount not to exceed \$4,000,000 shall be converted to bear interest at a fixed rate to be set forth in the Tax-Exempt Bond, not to exceed 7.0% per annum. Interest on the Bonds shall be calculated on the basis of a 360-day year for the actual number of days elapsed. The interest rate shall be subject to adjustment based upon a determination of taxability (with respect to the Tax-Exempt Bond) or the occurrence of an event of default, as provided in the Loan Documents.

Principal of and interest on the Bonds shall be payable on such dates as set forth in the Bonds and the Loan Documents. The Bonds shall have such prepayment of redemption provisions and shall have such other provisions consistent with the purposes of this resolution as are set forth in the Bonds and the Loan Document. Notwithstanding the foregoing, principal of Tax-Exempt Bond, other than that portion converted to bear interest at a fixed rate on the Fixed Rate Funding Date, together with any accrued and unpaid interest thereon, shall be due and payable on the Construction Loan Maturity Date. Outstanding principal of the Tax-Exempt Bond, together with any accrued and unpaid interest thereon, shall be due and payable on the Tax-Exempt Bond Maturity

Date. Outstanding principal of the Taxable Bond, together with any accrued and unpaid interest thereon, shall be due and payable on the Taxable Bond Maturity Date.

4. <u>Draws on the Bonds</u>. The Board authorizes the Executive Director of the Authority or his or her designee, to cause the Authority to make Draws against the Bonds in such amounts and at such times to meet the Partnership's requests for draws under the Loan Documents, 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 on the Taxable Bond shall be limited to an aggregate principal amount of not to exceed \$16,000,000. Draws on the Tax-Exempt Bond shall be limited to an aggregate principal amount of not to exceed \$4,000,000. Total Draws on the Bonds shall be limited to an aggregate principal amount of \$20,000,000.

5. Bond Register; Registration and Transfer of Bonds. The Bonds shall be issued only in registered form as to both principal and interest and shall be recorded on books or records maintained by the Bond Registrar (the "Bond Registers"). The Executive Director of the Authority shall serve as Bond Registrar for the Bonds. The Bond Registers shall contain the names and mailing addresses of the Registered Owner of the Bonds. The Bond Registrar is authorized, on behalf of the Authority, to authenticate and deliver the Bonds in accordance with the provisions of the Bonds and this resolution, to serve as the Authority's paying agent for the Bonds and to carry out all of the Bond Registrar's powers and duties under this resolution.

The Bonds may not be transferred by the Bank without the prior written consent of the Authority (which consent shall not be unreasonably withheld), except that the Bank may assign or transfer the Bonds to a successor to the business and assets of the Bank or to an affiliate of the Bank upon completion and delivery to the Authority of the assignment form and certificate of transferee attached to the Bonds. Any transfer shall be without cost to the Registered Owner or transferee, except for governmental charges imposed on any such transfer or exchange. The Bond Registrar shall not be obligated to exchange or transfer any Bond during the five days preceding any interest payment date, prepayment date or the applicable maturity date.

- 6. Payment of Bonds. Both principal of and interest on the Bonds 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 Bond Register on the date payment is mailed or delivered. Upon the final payment of principal of and interest on a Bond, the Registered Owner shall surrender that Bond at the principal office of the Bond Registrar in Tacoma Washington, and the Bond shall be destroyed or cancelled in accordance with law.
- 7. Bond Fund; Security for the Bonds. The Bond Fund is hereby established as a special fund of the Authority designated the Low-Income Housing Assistance Revenue Bond Fund, 2016 (Bay Terrace Phase II). The Bond Fund shall be drawn upon for the sole purpose of paying the principal of and interest on the Bonds. The Authority irrevocably obligates and binds itself to set aside and pay into the Bond Fund from amounts owed or paid by the Partnership under the Loan Documents, amounts sufficient to pay principal of and interest on the Bonds when due, all of which amounts are pledged to the payment of the Bonds. The Bonds shall be secured by the Loan Documents and the Guaranty. Upon the issuance of the Bonds, 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 the Loan Documents to which it is a party to the Bank, as security for the Authority's payment of the principal of and interest on the Bonds, except that the Authority shall retain certain rights under the Bond Loan Agreement as described therein. Upon that assignment, the Bank shall collect, on behalf of the Authority and the Bond Fund, 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 Bonds, and the Authority shall

have no obligation to make principal and interest payments on the Bonds except from those payments collected by the Bank on the Authority's behalf.

The Registered Owner shall not charge the Authority, in its capacity as issuer of the Bonds, 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 Bonds, 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 Bonds. If the Bonds 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 Bonds.

The Bonds shall not be a debt of the City of Tacoma, the State of Washington or any political subdivision thereof, and the Bonds shall so state on their face. Neither the City of Tacoma, the State of Washington nor any political subdivision thereof (except the Authority from the sources described herein) shall be liable for payment of the Bonds nor in any event shall principal of and interest on the Bonds be payable out of any funds of the Authority other than the Bond Fund. The Authority has no taxing power.

The Authority pledges its General Revenues to the payment of its obligation under the Guaranty and the Environmental Indemnification Agreement, subject to release in accordance with the terms thereof. 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 obligations of the Authority under the

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 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 Guaranty and the Environmental Indemnification Agreement, neither the Authority nor any of the Commissioners, officers or employees of the Authority shall be personally liable for the payment of the Bonds.

8. Form and Execution of Bonds. The Bonds shall be in a form consistent with the provisions of this resolution and state law, shall bear the manual or facsimile signatures of the Chair of the Board and the Executive Director of the Authority and shall be impressed with the seal of the Authority or shall bear a facsimile thereof.

Only a Bond bearing a Certificate of Authentication in the following form, manually signed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this resolution:



CERTIFICATE OF AUTHENTICATION

This Bond is the fully registered Housing Authority of the City of Tacoma Low-Income Housing Assistance Revenue Bond, 2016, Series [A/B] [(Taxable)/(Tax-Exempt)] (Bay Terrace Phase II), described in the Bond Resolution.

Executive Director of the Authority, Bond Registrar

The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this resolution.

If any officer whose facsimile signature appears on a Bond ceases to be an officer of the Authority authorized to sign bonds before the Bond bearing his or her facsimile signature is authenticated or delivered by the Bond Registrar or issued by the Authority, the Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be binding on the Authority as though that person had continued to be an officer of the Authority authorized to sign bonds. The Bonds also may be signed on behalf of the Authority by any person who, on the actual date of signing of the Bonds, is an officer of the Authority authorized to sign bonds, although he or she did not hold the required office on the date of issuance of the Bonds.

9. Preservation of Tax Exemption for Interest on Tax-Exempt Bond. The Authority covenants that it will take all actions necessary to prevent interest on the Tax-Exempt 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 Tax-Exempt Bond or other funds of the Authority treated as proceeds of the Tax-Exempt Bond at any time during the term of the Tax-Exempt Bond that would cause interest on the Tax-Exempt Bond 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 applicable to the Tax-Exempt Bond, it will take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Tax-Exempt Bond, 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 Tax-Bond 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 Bond 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 Bond Loan Agreement, in so complying.
- 10. Approval of Sale of the Bonds to the Bank. It is anticipated that the Bank will offer to purchase the Bonds under the terms and conditions contained in this resolution and in 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 Bonds under the terms and conditions in this resolution and the Proposal Letter.
 - The Bonds will be delivered to the Bank with the approving legal opinion of Foster Pepper PLLC, municipal bond counsel of Seattle, Washington, regarding the Bonds.
- 11. Authorization of Documents and Execution Thereof. The Board authorizes the Executive Director to negotiate and approve the Regulatory Agreement, the Guaranty, the Priority Agreement and the Loan Documents. The Board authorizes and approves the execution and delivery of, and the performance by the Authority of its obligations contained in, the Bonds, the Guaranty, the Priority 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 Bonds. The Board authorizes and directs the Executive Director of the Authority to execute on behalf of the Authority and to deliver to the Bank the Regulatory Agreement, the Guaranty 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 Bonds or required by the Bank as a condition to purchasing the Bonds.
- 12. Officers Authorized. Any action authorized or directed to be taken by the Chair of the Board or the Executive Director of the Authority may, in his or her absence, be taken by the duly authorized acting Chair of the Board or the acting Executive Director of the Authority, respectively.
- 13. <u>Changes to Titles or Parties</u>. 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.
- 14. <u>Ratification and Confirmation</u>. 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.
- 15. <u>Effective Date</u>. This resolution shall be in full force and effect from and after its adoption and approval.

	rr	
Approved:	January 27, 2016	
	•	Stanley Rumbaugh, Chair

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. 2016-1-27(3) (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 January 27, 2016, 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 27th day of January, 2016.

Michael Mirra, Secretary and Executive Director of the Authority

RESOLUTION 2016-1-27 (4)

Date: January 27, 2016

To: THA Board of Commissioners

From: Michael Mirra

Executive Director

Re: Bay Terrace Phase 2 (2500 Court G LLLP)

This resolution pertains to Bay Terrace Phase 2. It would authorize Tacoma Housing Authority (THA) to execute all documents related to its financial closing with the investor limited partner and various funders, as necessary, in order to carry out the construction and equipping of the Project.

Background

Tacoma Housing Authority (THA) has been redeveloping the former Hillside Terrace 2500 block site since 2011. The redevelopment project has been undertaken in two phases. In late 2014, THA completed the first phase as Bay Terrace Phase I.

In July, 2011 THA's Board adopted Resolution 2011-07-27 (5) authorizing THA to form 2500 Court G LLLP (the "Partnership") for the purpose of constructing, equipping, operating and maintaining the second phase of the redevelopment project. Phase II will consist of a 74-unit apartment complex for low-income tenants (the "Project"). The Project will be comprised of one mid-rise building containing 67 dwelling units, and two townhouse-style buildings containing three and four dwelling units apiece.

In 2015, THA secured an allocation of 9% low-income housing tax credits for the Project, identified investors and lenders to finance the Project, and authorized the commitment of project-based vouchers to subsidize rent for 52 of the Project's units.

THA will serve as the developer and the general partner of the Partnership. The Partnership will own (for federal tax purposes) and operate the Project, and THA will hold a right of first refusal to acquire the Project from the Partnership at the end of the 15-year tax credit compliance period. The Partnership's initial limited partner is Tacoma Housing Development Group ("THDG") and the THA staff have negotiated agreements whereby Royal Bank of Canada (RBC)-BAY TERRACE II, LLC ("RBC") (or one or more affiliates thereof), will replace THDG as the Partnership's limited partner. In exchange for an expected allocation of federal low-income housing tax credits and other federal tax benefits, RBC is expected (as of the date hereof) to make capital contributions that will be used by the Partnership to establish reserves, pay

rehabilitation costs, and retire a portion of the Partnership's debt. JPMorgan Chase Bank, N.A. will acquire bonds issued by THA, and the bond proceeds will be used to fund loans to the

Partnership to pay a portion of the costs of constructing and equipping the Project. The bonds are authorized to be issued pursuant to Resolution 2016-01-27 (3), which also will be presented to the Board at its January meeting. Tacoma Community Redevelopment Authority and THA each will provide the Partnership additional loans for the purpose of financing the Project costs.

Resolution 2016-01-27 (4) will authorize THA to execute all documents related to the closing with the investor limited partner and various funders, as necessary, in order to carry out the construction and equipping of the Project.

Recommendation

Approve Resolution No. 2016-01-27 (4).



RESOLUTION 2016-01-27 (4)

(Bay Terrace Phase 2, 2500 Court G LLLP)

A **RESOLUTION** of the Board of Commissioners of the Housing Authority of the City of Tacoma authorizing the lease of Authority property to 2500 Court G LLLP, authorizing loans to 2500 Court G LLLP, approving the execution and delivery of documents relating to the construction, equipping, operation and maintenance of the apartment project known as Bay Terrace Phase II, and determining related matters.

WHEREAS, RCW 35.82.070 authorizes the Authority, among other things, to "prepare, carry out, acquire, lease and operate housing projects; [and] to provide for the construction, reconstruction, improvement, alteration or repair of any housing project or any part thereof," "lease or rent any dwellings . . . buildings, structures or facilities embraced in any housing project," "make and execute contracts and other instruments, including but not limited to partnership agreements," and "make . . . loans for the . . . acquisition, construction . . . improvement . . . or refinancing of land, buildings, or developments for housing of persons of low income"; 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 dwelling apartments, mobile home parks or other living accommodations for persons of low income"; and

WHEREAS, RCW 35.82.040 authorizes the Authority to "delegate to one or more of its agents or employees such powers or duties as it may deem proper"; and

WHEREAS, Pursuant to the authority provided by RCW 35.82.070, the Authority formed 2500 Court G LLLP (the "Partnership") with Tacoma Housing Development Group ("THDG"); and

WHEREAS, The Partnership has applied to the Authority for financial assistance for the purpose of providing part of the funds with which to construct, equip, operate and maintain a 74-unit apartment complex located at or about 2505 Court G, Tacoma, Washington (the "Project"), to provide housing for low income persons within the City of Tacoma, Washington (the "City"); and

WHEREAS, In connection with the financing for the Project, the Authority will lease the Project to the Partnership; and

WHEREAS, RBC-BAY TERRACE II, LLC (or one or more of its affiliates) (collectively, the "Investor") has offered to acquire the limited partner interest in the Partnership, and the Authority's Board of Commissioners (the "Board") finds and determines that the capital contributions expected to be made by the Investor to the Partnership will be sufficient, together with other available money, to enable the Partnership to acquire, rehabilitate, operate and maintain the Project; and

WHEREAS, As a condition to acquiring the limited partner interest in the Partnership, the Investor requested that the Authority amend and restate the Partnership's original limited partnership

agreement and execute and deliver certain other agreements, certificates and other documents relating to the Partnership and the Project, which request the Board finds and determines to be reasonable; and

WHEREAS, The Board finds and determines that the Project likely would not be developed and maintained as housing for individuals and families of low income unless the Partnership was formed and the Investor committed to make its capital contributions to the Partnership; and

WHEREAS, The total cost of acquiring, constructing, equipping and financing the Project is not expected to exceed \$25,000,000, which will be financed by the Partnership with numerous sources of funds, including a loan of proceeds of taxable and tax-exempt bonds issued by the Authority, Investor capital attributable to low income housing tax credits, and loans from the Authority and Tacoma Community Redevelopment Authority ("TCRA"); and

WHEREAS, The Partnership will provide the Authority with a right of first refusal to acquire the Project at the end of the 15-year low-income housing tax credit "compliance period" for the Project; and

WHERAS, The Authority wishes to undertake those steps as may be necessary, reasonable and/or advisable for it to serve as general partner of the Partnership and developer of the Project, and to obtain the various funding sources on behalf of the Project described above, and to make such funds available to the Partnership; and

WHEREAS, The Board finds and determines that the financial assistance to be provided by the Authority pursuant to this resolution is necessary to support the poor and infirm; and

WHEREAS, Based on the consideration of funding sources available for the Project, the need for affordable housing in the City, and other matters, it is necessary that the Authority proceed with the transactions described in this resolution; now, therefore, be it

Resolved by the Board of Commissioners of the Housing Authority of the City of Tacoma, Washington as follows:

1. Approval of Partnership Documents. The Authority is authorized to continue as a general partner of the Partnership and to provide development services to the Partnership. The Chair of the Board, the Authority's Executive Director and their respective designees (each, an "Authorized Officer" and, collectively, the "Authorized Officers"), and each of them acting alone, are authorized and directed to execute, deliver and, if applicable, file (or cause to be executed and delivered and, if applicable, filed) on behalf of the Authority (acting on its own behalf or as general partner of the Partnership) (i) those documents listed in Exhibit A under the heading "Partnership Documents" (collectively, the "Partnership Documents"); and (ii) any other documents reasonably required to be executed by the Authority or the Partnership to carry out the transactions contemplated by the Partnership Documents. The Authorized Officers (and each of them acting alone) are further authorized and directed to take any other action and to execute such other documents as may be required to be taken or executed by the Authority, on behalf of itself or as general partner of the Partnership, under the provisions of or as necessary to carry out the

transactions contemplated by the Partnership Documents (including the amendment of any such documents if necessary to further the purposes thereof or resolve ambiguities therein). From and after the date the Partnership Documents are effective, the Executive Director (or his designee) is authorized and directed, without further Board approval, to take such actions on behalf of the Authority as are required to be taken by the general partner of the Partnership.

- 2. Approval of Senior Loan Documents. The Authorized Officers (and each of them acting alone) are authorized and directed to execute and deliver, on behalf of the Authority (acting on its own behalf or as general partner of the Partnership) (i) those documents listed in Exhibit A under the heading "Senior Loan Documents" (collectively, the "Senior Loan Documents"), substantially in the forms on file with the Authority, with such changes, including any material changes, as the Authorized Officer executing such documents deems necessary or advisable; and (ii) any other documents reasonably required to be executed by the Authority or the Partnership to carry out the transactions contemplated by the Senior Loan Documents (including the amendment of any such documents if necessary to further the purposes thereof or resolve ambiguities therein).
- 3. Approval of Housing Authority Loan Documents. The Authority is authorized to lend to the Partnership up to \$3,000,000 (excluding deferred developer fees) of available Authority funds (in addition to funds lent under the Senior Loan Documents), all pursuant to the documents listed in Exhibit A under the heading "Housing Authority Loan Documents" (collectively, the "Housing Authority Loan Documents"). The Authorized Officers (and each of them acting alone) are authorized and directed to take all actions required of the Authority in connection with the loan to be made by the Authority to the Partnership in connection with the Project. In particular, the Authorized Officers (and each of them acting alone) are authorized to execute, deliver and, if applicable, file (or cause to be executed, delivered and, if applicable, filed) on behalf of the Authority on its own behalf or in its capacity as general partner of the Partnership, as applicable: (i) the Housing Authority Loan Documents, substantially in the forms on file with the Authority, with such changes, including material changes, as the Authorized Officer executing such document deems necessary or advisable; and (ii) any other documents reasonably required to be executed by the Authority or the Partnership to carry out the transactions contemplated by the Housing Authority Loan Documents (including the amendment of any such documents if necessary to further the purposes thereof or resolve ambiguities therein).
- 4. Approval of TCRA Loan Documents. The Authorized Officers (and each of them acting alone) are authorized to execute, deliver and, if applicable, file (or cause to be executed, delivered and, if applicable, filed) on behalf of the Authority on its own behalf or in its capacity as general partner of the Partnership, as applicable: (i) the documents listed in Exhibit A under the heading "TCRA Loan Documents" (collectively, the "TCRA Loan Documents"), substantially in the forms on file with the Authority, with such changes, including material changes, as the Authorized Officer executing such document deems necessary or advisable; and (ii) any other documents reasonably required to be executed by the Authority or the Partnership to carry out the transactions contemplated by the

- TCRA Loan Documents (including the amendment of any such documents if necessary to further the purposes thereof or resolve ambiguities therein).
- 5. Approval of Lease Agreement. The Authority is authorized to lease to the Partnership, for a term not exceeding 100 years, the Project and the land on which the Project is to be located, all existing improvements located on such land, and the Authority's interest in all personal property located on such land and in such improvements. The Authorized Officers (and each of them acting alone) are authorized and directed to execute and deliver, on behalf of the Authority (acting on its own behalf or as general partner of the Partnership), a lease transferring the Project and the land on which the Project is located to the Partnership in substantially the form on file with the Authority and such other agreements and documents as are necessary for the Authority to transfer a leasehold interest in the Project to the Partnership; provided however, any Authorized Officer may approve on the Authority's behalf any further changes to the draft Lease Agreement (including material changes, changes to parties and changes to the title of any such document) and such Authorized Officer's signature on the final Lease Agreement shall be construed as the Authority's approval of such changes.
- 6. Tax Credit Documents. The Authorized Officers (and each of them acting alone) are authorized on behalf of the Authority (acting on its own behalf or as general partner of the Partnership) to execute, deliver and/or file (or cause to be delivered and/or filed) all documents deemed necessary or appropriate to allow the Partnership to qualify for and obtain federal low-income housing tax credits in connection with the Project including, without limitation: the filing of one or more applications with the Washington State Housing Finance Commission; the execution of all necessary and related documents, including without limitation regulatory agreements, declarations and restrictive covenants.
- 7. Assignments. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority to execute and deliver one or more instruments (i) assigning to the Partnership the Authority's rights, if any, under construction contracts, architect's contracts, the geotechnical consultant contracts and other development contracts, as such rights pertain to the rehabilitation of the Project and (ii) assigning to lenders and others the Partnership's interests in such contracts.
- 8. <u>Supplemental Authorization</u>. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority (acting on its own behalf or as general partner of the Partnership) to: (i) determine that any document authorized by this resolution is, at the time such document otherwise would be executed, no longer necessary or desirable and, based on such determination, cause the Authority and/or the Partnership not to execute or deliver such document; (ii) execute and deliver and, if applicable, file (or cause to be delivered and/or filed) any government forms, affidavits, certificates, letters, documents, agreements and instruments that such officer determines to be necessary or advisable to give effect to this resolution and to consummate the transactions contemplated herein and/or further the acquisition, rehabilitation, development, financing, construction, and leasing of the Project; and

- (iii) cause the Authority and/or the Partnership to expend such funds as are necessary to pay for all filing fees, application fees, registration fees and other costs relating to the actions authorized by this resolution. Without limiting the scope of such authorization, such documents may include lease-up and marketing agreements, company management services agreements, development agreements, construction guaranty agreements, repayment guarantees, cash pledge agreements, environmental indemnity agreements, property management agreements, architect agreements, contractor agreements, housing assistance payment contracts, irrevocable consents and appointments of attorneys for service of process.
- 9. Execution of Duties and Obligations. The Board authorizes and directs the Authority's Executive Director to cause the Authority (whether acting on its own behalf or in its capacity as general partner of the Partnership, as applicable) to fulfill the Authority's duties and obligations, and cause the Partnership to fulfill the Partnership's duties and obligations under the various agreements authorized by this resolution. In the furtherance of the foregoing, the Authority is authorized to expend such funds (and to cause the Partnership to expend such funds) as are necessary to pay for all filing fees, application fees, registration fees and other costs relating to the actions authorized by this resolution.
- 10. <u>Increase in Authority Participation</u>. The Authorized Officers, and each of them acting alone, are authorized to decrease the principal amount of any loan or capital contribution authorized by this resolution by any amount, or to increase the principal amount of any loan by or capital contribution from the Authority by an amount up to \$1,000,000 more than the maximum principal amount for the loan or capital contribution stated in this resolution. The Board directs the Executive Director to report to the Board if the total amount borrowed by the Partnership for the Project exceeds the aggregate maximum principal amount stated in this resolution and the Bond Resolution for all loans to the Partnership.
- 11. <u>Acting Officers Authorized</u>. Any action required by this resolution to be taken by the Chair of the Board or the Executive Director of the Authority may, in such person's absence, be taken by the Vice Chair of the Board or the Acting Executive Director of the Authority, respectively.
- 12. <u>Changes to Titles or Parties</u>. While the titles of and parties to the various documents listed in Exhibit A hereto 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.
- 13. <u>Ratification and Confirmation</u>. All actions of the Authority and its officers prior to the date hereof and consistent with the terms of this resolution are ratified and confirmed.

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EXHIBIT A

TRANSACTION DOCUMENTS

Partnership Documents

- Amended and Restated Agreement of Limited Partnership by and among the Authority, THDG and the Investor;
- Development Agreement between the Partnership and the Authority;
- Purchase Option and Right of First Refusal Agreement between the Partnership and the Authority;
- Operating Subsidy Contract between the Partnership and the Authority;
- Property Management Agreement between the Partnership and the Authority;
- Reimbursement and Assignment Agreement between the Partnership and the Authority;
- Agreement to Enter into Housing Assistance Payment Contract between the Authority and the Partnership;
- Regulatory Agreement (Extended Use Agreement) among the Washington State Housing Finance Commission (the "Commission"), the Authority and the Partnership;

Senior Loan Documents

- Loan Agreement between the Authority and the Partnership, with an acceptance of assignment and JP Morgan Chase Bank, N.A. (the "Bank");
- Regulatory Agreement between the Authority and the Partnership;
- Assignment of Loan Documents from the Authority to the Bank;
- Construction and Permanent Loan Agreement between the Authority and the Bank;
- Variable Rate Notes from the Partnership;
- Fixed Rate Notes from the Partnership;
- Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing from the Partnership and the Authority in favor of the Bank;
- Collateral Assignment of Rights to Tax Credits and Partnership Interests from the Authority and the Partnership;
- Assignment of Construction and Design Agreements from the Partnership and the Authority;
- Assignment of Management Agreement and Consent and Subordination of Manager from the Partnership;
- Replacement Reserve Agreement between the Partnership and the Bank;
- Operating Reserve Agreement between the Partnership and the Bank;
- HAP Transition Reserve Agreement from the Partnership and the Bank;
- Guaranty of Payment from the Authority;
- Environmental Indemnity Agreement from the Authority and the Partnership;
- Interest Election Request from the Partnership to the Bank; and

- Disbursement and Rate Management Authorization and Instruction Agreement from the Partnership.
- Priority and Subordination Agreement among the Authority, the Partnership, the Bank, the Commission, TCRA and others;

Housing Authority Loan Documents

- Master Loan Agreement between the Partnership and the Authority;
- Promissory Note (Bay Terrace Phase II Project) by the Partnership in favor of the Authority:
- Leasehold Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (Bay Terrace Phase II Project Master Loan) from the Partnership in favor of the Authority;
- Hazardous Substances Warranty/Indemnity Agreement by the Partnership in favor of the Authority;

TCRA Loan Documents

- Owner/Developer Rental Assistance Program HOME Agreement among TCRA, the Authority and the Partnership;
- Promissory Note from the Authority payable to TCRA;
- Leasehold Deed of Trust with Assignment of Rents and Security Agreement from the Partnership in favor of TCRA;
- Affordability Covenant from the Partnership in favor of TCRA;
- Assignment, Assumption and Consent Agreement between the Partnership, the Authority and TCRA; and
- Hazardous Substances Remediation and Indemnification Agreement from the Partnership in favor of TCRA.



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. 2016-1-27(4) (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 January 27, 2016, 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 27th day of January, 2016.

Michael Mirra, Secretary and Executive Director of the Authority

Resolution 5



RESOLUTION 2016-01-27 (5)

Date: January 27, 2015

To: THA Board of Commissioners

From: Michael Mirra

Executive Director

Re: Amendment to Initial Program and Income Certification and Leasing Services with

Allied Residential

This resolution would authorize the executive director to increase the maximum contract amount for income certification and leasing services we need for the RAD project from \$100,000 to \$150,000.

Background

In September, 2015 Tacoma Housing Authority (THA) issued a Request for Proposal (RFP) for Initial Program and Income Certification and Leasing Services. This RFP would allow THA to contract with a consultant to assist in preparing resident files for the conversion of public housing to tax credit qualifying housing as part of our Rental Assistance Demonstration (RAD) project. THA received three proposals. THA deemed two of the proposals responsive and responsible; THA deemed the third one to be non-responsive for failure to submit required attachments. A review committee scored the proposals. Based on those scores THA awarded the contract to to Allied Residential. Staff did not submit the contract to the Board because its amount was within the staff's authority to approve.

The expended amount on this contract is reaching the limit and we have more work to do. Due to the extended closing date of the RAD project, we need to refresh some of the initial certifications that were done in October/November.

This resolution will give THA's Executive Director authorization to sign Amendment No. 1, which will increase the Contract by an additional \$50,000 to a total of \$150,000 to cover additional income re-certifications through October, 2016 when the contract expires.

Recommendation

Approve Resolution 2016-01-27 (5) authorizing THA's Executive Director to amend the Initial Program and Income Certification and Leasing Services contract with Allied Residential Contract and increase the contract by an additional \$50,000, making the total amount of the contract of \$150,000.00.



RESOLUTION 2016-1-27 (5) (Amend the Initial Program and Income Certification and Leasing Services with Allied Residential)

A **RESOLUTION** of the Board of Commissioners of the Housing Authority of the City of Tacoma

WHEREAS, In September 2015 Tacoma Housing Authority (THA) issued a Request for Proposal (RFP) seeking initial program and income certification and leasing services for the Rental Assistance Demonstration (RAD) project. The services would assist THA in preparing the resident files to qualify for tax credit requirements; and

WHEREAS, THA proposals were due September 25, 2015; THA received three proposals; it deemed two to be responsive and responsible; and

WHEREAS, A review committee scored the proposals and awarded the contract to Allied Residential for an amount not to exceed \$100,000; and

WHEREAS, THA is nearing the contract limit; and

WHEREAS, THA has more work to do, mainly because the RAD closing date has been delayed. This means we need to refresh some of the income certifications in order to comply with tax credit regulations; and

WHEREAS, Staff recommend a new contract amount not to exceed \$150,000;

Resolved by the Board of Commissioners of the Housing Authority of the City of Tacoma, Washington as follows:

THA Executive Director is authorized to amend the existing Initial Program and Income Certification and Leasing Services contract to increase the contract value to an amount not to exceed \$150,000.

Approved: January 27, 2016	
	Stanley Rumbaugh, Chair