



TACOMA HOUSING AUTHORITY

BOARD OF COMMISSIONERS

BOARD PACKET

November 16, 2011



TACOMA HOUSING AUTHORITY

Michael Mirra
Executive Director

BOARD OF COMMISSIONERS

Janis Flauding, Chair
Greg Mowat, Vice Chair
Ken Miller
Dr. Arthur C. Banks
Stanley Rumbaugh

Regular Meeting BOARD OF COMMISSIONERS

WEDNESDAY, November 16, 2011

The Board of Commissioners of the Housing Authority of the City of Tacoma will hold their Board Regular meeting on **Wednesday, November 16, 2011 at 4:00 PM**

The meeting will be held at:

**902 South L Street
Tacoma, WA 98405**

The site is accessible to persons with disabilities. Persons requiring special accommodations should contact Christine Wilson at (253) 207-4421, before 4:00 p.m. the day before the scheduled meeting.

I, Christine Wilson, certify that on or before Thursday, November 10, 2011, I FAXED/EMAILED, the preceding PUBLIC MEETING NOTICE to:

City of Tacoma	747 Market Street Tacoma, WA 98402	fax: 253-591-5123
Northwest Justice Project	715 Tacoma Avenue South Tacoma, WA 98402	fax: 253-272-8226
KCPQ-TV/Channel 13	1813 Westlake Avenue North Seattle, WA 98109	emailed to tips@q13fox.com
KSTW-TV/Channel 11	602 Oaksdale Avenue SW Renton, WA 98055-1224	fax: 206-861-8915
Tacoma News Tribune	1950 South State Tacoma, WA 98405	fax: 253-597-8274
The Tacoma Weekly	PO Box 7185 Tacoma, WA 98406	fax: 253-759-5780

and other individuals and resident organizations with notification requests on file

Christine Wilson
Executive Administrator



TACOMA HOUSING AUTHORITY

**AGENDA
REGULAR MEETING
BOARD OF COMMISSIONERS
NOVEMBER 16, 2011, 4:00 PM
902 SOUTH L STREET**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF MINUTES OF THE PREVIOUS MEETING**
 - 3.1 Minutes of September 9, 2011 Study Session
 - 3.2 Minutes of October 12, 2011 Regular Meeting
 - 3.3 Minutes of October 14, 2011 Study Session
- 4. GUEST COMMENTS**
- 5. COMMITTEE REPORTS**
- 6. COMMENTS FROM THE EXECUTIVE DIRECTOR**
 - 6.1 FY 012 Budget Preview.
- 7. ADMINISTRATION REPORTS**
 - 7.1 Finance
 - 7.2 Real Estate Management and Housing Services
 - 7.3 Real Estate Development
 - 7.4 Community Services
- 8. NEW BUSINESS**
 - 8.1 THA Resolution 2011-11-16 (1), Approval of Collective Bargaining Agreement with Pierce County, Washington Building and Trades Council
 - 8.2 THA Resolution 2011-11-16 (2), Extension to SecureTrans, LLC Security Contract
- 9. COMMENTS FROM THE COMMISSIONERS**
- 10. EXECUTIVE SESSION**
- 11. ADJOURNMENT**

MEETING MINUTES



TACOMA HOUSING AUTHORITY

BOARD OF COMMISSIONERS MEETING MINUTES STUDYSESSION FRIDAY, September 9, 2011

The Commissioners of the Housing Authority of the City of Tacoma met in Study Session at 902 South L Street, Tacoma, WA at 12:00 PM on Friday, September 9, 2011.

1. CALL TO ORDER

Chair Flauding called the meeting of the Board of Commissioners of the Housing Authority of the City of Tacoma (THA) to order at 12:08 PM.

2. ROLL CALL

Upon roll call, those present and absent were as follows

PRESENT

ABSENT

Commissioners

Janis Flauding, Chair

Greg Mowat, Vice Chair

Ken Miller, Commissioner

Arthur Banks, Commissioner

Stanley Rumbaugh, Commissioner (Arrived at 12:10 PM)

Staff

Michael Mirra, Executive Director

Christine Wilson, Executive Administrator

April Black, REMHS Director

Nancy Vignec, Community Services Director

Barbara Tanbara, Human Resources Director

Ken Shalik, Finance Director

Walter Zisette, RED Director

Todd Craven, Administration Director

Chair Flauding declared there was quorum present at 12:10 PM.

3. REVIEW OF PROPOSED 2012 MTW ACTIVITIES

Director Black led the discussion on the proposal to add four new activities to the 2012 MTW Plan. Staff will submit these proposals to the Board in October for approval. If the Board approves them, staff will then submit them to HUD for HUD's approval. Director Black review each of the four new activities:

- THA proposes to restrict the ability of voucher holders to “port out” of Tacoma and take their voucher to another jurisdiction. Under this proposal, THA would permit such ports only the following circumstances: for work purposes, for education purposes, for reasons required by disability, and for any purpose to a jurisdiction whose PHA would absorb the voucher. This restriction would serve several purposes. It would reduce THA costs by avoiding payment of HAP dollars in higher cost markets. It would avoid paying administrative dollars to other PHAs to administer out of area vouchers. It would preserve scarce voucher dollars for households that live in Tacoma. It would also allow THA to consider other program changes, such as time limits, that would not be feasible if a household could avoid such limits simply by moving out of town.

The Commissioners requested information showing the number of vouchers that port in.

- THA proposes to allow the use of public housing units to serve special needs populations in partnership with service providers. This would match the flexibility THA already has for a similar use of vouchers.
- THA proposes to contribute housing resources, units or dollars, to the competitive centralized process that Pierce County will administer. Under this process, organizations seeking those resources will apply to the County. The County would select the organizations based upon merit, with THA input and direction. The County would be responsible for managing the contracts and ensuring that the selected providers supply the required services in the required amounts and quality. THA would benefit in several ways by contributing its resources to this process. It would allow THA to more closely align its resources with local priorities. It would save THA the administrative burden of managing the process and the contracts. It would strengthen the County's centralized process.
- THA proposes to allow it to blend public housing and section 8 dollars to support the same apartment. This will give THA more flexibility in sustaining our public housing portfolio. This option can be much better and less expensive than giving up on the Public Housing subsidy entirely. It allows us to keep that subsidy and supplement it with less than the cost of a full voucher.

4. ADJOURNMENT

There being no further business to conduct, Commissioner Mowat moved to adjourn, and Commissioner Rumbaugh seconded the motion. Meeting adjourned at 1:13 PM.

APPROVED AS CORRECT

Adopted: November 16, 2011

Janis Flauding, Chair



TACOMA HOUSING AUTHORITY

BOARD OF COMMISSIONERS MEETING MINUTES REGULAR SESSION WEDNESDAY, OCTOBER 12, 2011

The Commissioners of the Housing Authority of the City of Tacoma met in Regular Session at 5317 South Orchard Street, Tacoma, WA at 4:00 PM on Wednesday, October 12, 2011.

1. CALL TO ORDER

Chair Flauding called the meeting of the Board of Commissioners of the Housing Authority of the City of Tacoma (THA) to order at 4:01 PM.

2. ROLL CALL

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

Present	Absent
Janis Flauding, Chair	
Greg Mowat, Vice Chair	
Ken Miller, Commissioner (via phone)	Arthur C. Banks
	Stanley Rumbaugh, Commissioner

Staff

- Michael Mirra, Executive Director
- Christine Wilson, Executive Administrator
- Ken Shalik, Finance Director
- April Black, REMHS Director
- Barbara Tanbara, Human Resources Director
- Nancy Vignec, Community Services Director
- Walter Zisette, RED Director
- Todd Craven, Administration Director

Chair Flauding declared there was a quorum present @ 4:02 PM.

3. APPROVAL OF MINUTES OF THE PREVIOUS MEETING

Chair Flauding asked for any corrections to or discussion of minutes for the Annual Meeting of the Board of Commissioners of Wednesday, August 24th. Commissioner Mowat moved to adopt the minutes, Commissioner Miller seconded.

Upon roll call, the vote was as follows:

AYES: 3
NAYS: None
Abstain: None
Absent: 2

Motion approved.

Chair Flauding asked for any corrections to or discussion of minutes for the Regular Meeting of the Board of Commissioners of Wednesday, August 24th. Commissioner Miller moved to adopt the minutes, Commissioner Mowat seconded.

Upon roll call, the vote was as follows:

AYES: 3
NAYS: None
Abstain: None
Absent: 2

Motion approved.

4. GUEST COMMENTS

Ms. Hope Rehn, President of SAFE, noted that a resident has been complaining about SAFE. The resident has asserted that SAFE does not comply with its own by-laws. The resident has expressed the view that SAFE should dissolve. Ms. Rehn assured the Board that SAFE is complying with all rules. Chair Flauding thanked Ms. Rehn for bringing this issue to the board's attention and stated that she is confident that SAFE is complying with their requirements.

5. COMMITTEE REPORTS

Real Estate Development Committee – No report

Finance Committee – Commissioner Mowat stated the financials are in good shape. He stated that he has reviewed the preliminary budget documents and found them in good order.

6. ADMINISTRATIVE REPORTS

Executive Director

ED Michael Mirra directed the board to his report. He provided a budget memo to the commissioners proposing an outline for the upcoming 2012 budget discussions starting with the October 14th study session. He invited comments on this proposal.

Finance

Director Ken Shalik directed the board to his report. His work on the 2012 budget continues.

Commissioner Mowat moved to ratify the payment of cash disbursements totaling \$4,201,247 for the month of August, 2011. Commissioner Miller seconded.

Upon roll call, the vote was as follows:

AYES:	3
NAYS:	None
Abstain:	None
Absent:	2

Motion Approved

Real Estate Management and Housing Services

Director April Black directed the board to her report. Unit turn rates are creeping back up due to the amount of work REAC preparation took away from staff time to turn units. Director Black also noted some of the increased unit turn rate occurred because of units that THA held vacant for a long time to allow DSHS to use them for its clients coming out of nursing homes and other institutions. Unfortunately these arrangements fell through.

She reported that REAC scores have improved from the 2010 REAC inspections. Discussion ensued about the former practice to begin preparing for REAC inspections in July. Director Black added that staff will prepare for REAC throughout the year so it does not have to catch up at the end. Property Manager Tehani Bowman added that teams have been formulated to conduct pro-active inspections. Director Black added that during tonight's discussion of the ACOP and Admin Plan resolutions, the waitlist chapter has been removed temporarily to provide an additional comment period. This chapter is scheduled to come before the board at their October board meeting.

Real Estate Development

Director Walter Zisette directed the board to his report. He noted the plans for the Salishan Campus Core. He reported that a stakeholder's meeting will convene to review

community needs. In addition he would like a BOC study session in the next several months or early next year devoted to this topic.

He reported the view of the Board's development committee that it would be best for THA to remain in our administrative offices. The members agree there are safety issues that need addressing but with a reduced budget. Rental Association Manager Richard Price noted the serious concerns that staff have about safety arising from the increased numbers of families and individuals who visit because they seek urgent help and who have questions about our recent occupancy standard changes and rental calculations. Staff has noted an increase in potential hostility from these encounters.

Community Services

Director Vignec directed the board to her report. Pointed out that her table numbers cover the time through August. Her November report will include both September and October. She reported that as of October 3rd, 20 families are participating in the McCarver Project and announced the October 19th McCarver Celebration back to school event. Director Vignec also announced that Community Services received a KBTC grant to track the McCarver Families progress.

Human Resources

Director Tanbara directed the board to her report. The Trades Council labor contract negotiations continue. She believes that the talks should conclude shortly. THA and its vendor launched the employee opinion survey. 95% of staff responded so far. This is an excellent participation level. The cabinet and managers will review the results on November 7th. Three formal complaints have been filed by employees and she believes they will be resolved in a positive way. She reported her continued work with the benefits committee. THA must contain costs. It will seek to do that while offering employees a high level of medical benefits. She also mentioned that she has commissioned a compensation study for several of our positions where the employee is sitting at the top of his or her pay range. Commissioner Mowat asked if our annual performance evaluations include a professional development program (PDP) component. Director Tanbara stated we have job objectives included in the performance evaluations and would like to see PDP incorporated into our strategic planning efforts.

7. OLD BUSINESS

None.

8. NEW BUSINESS

8.1 RESOLUTION 2011-10-12 (1), CERTIFICATIONS OF COMPLIANCE WITH REGULATIONS: BOARD RESOLUTION TO ACCOMPANY THE ANNUAL MOVING TO WORK PLAN

**2012 Annual Moving to Work Plan
Certifications of Compliance**

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

**Certifications of Compliance with Regulations:
Board Resolution to Accompany the Annual Moving to Work Plan**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the Annual Moving to Work Plan for the PHA fiscal year beginning 1/1/2012, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The PHA published a notice that a hearing would be held, that the Plan and all information relevant to the public hearing was available for public inspection for at least 30 days, that there were no less than 15 days between the public hearing and the approval of the Plan by the Board of Commissioners, and that the PHA and conducted a public hearing to discuss the Plan and invited public comment.
2. The Agency took into consideration public and resident comment before approval of the Plan by the Board of Commissioners or Board of Directors in order to incorporate any public comments into the Annual MTW Plan;
3. The PHA will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
4. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
5. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
6. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
7. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part
8. The PHA will comply with requirements with regard to a drug free workplace required by 24 CFR Part 24, Subpart F.

9. The PHA will comply with requirements with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment and implementing regulations at 49 CFR Part 24.
10. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
11. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
12. The PHA will provide HUD or the responsible entity any documentation that the Department needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58.
13. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
14. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
15. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.
16. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments.).
17. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the Moving to Work Agreement and Statement of Authorizations and included in its Plan.
18. All attachments to the Plan have been and will continue to be available at all times and all locations that the Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its Plan and will continue to be made available at least at the primary business office of the PHA.

Housing Authority of the City of Tacoma
 PHA Name

WA005
 PHA Number/HA Code

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

 Name of Authorized Official

 Title

Commissioner Mowat motioned to approve the resolution. Commissioner Miller seconded the motion.

Upon roll call, the vote was as follows:

AYES: 3
NAYS: None
Abstain: None
Absent: 2

Approved: October 12, 2011

Janis Flauding, Chair

8.2 RESOLUTION 2011-10-12 (2), MANAGEMENT OF THE THA VOUCHER WAITLISTS

WHEREAS, The Administrative Plan relates to the administration of the tenant-based and project-based voucher programs and is required by HUD.

WHEREAS, THA is required to adopt local selection policies relating to management of its voucher waiting list(s).

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

Approve Resolution 2011-10-12 (2) authorizing THA to adopt proposed changes to the voucher waitlists and incorporate these changes into the appropriate sections of the THA Administrative Plan.

Commissioner Mowat motioned to approve the resolution as amended. Commissioner Miller seconded the motion.

Upon roll call, the vote was as follows:

AYES: 3
NAYS: None
Abstain: None
Absent: 2

Approved: October 12, 2011

Janis Flauding, Chair

8.3 RESOLUTION 2011-10-12 (3), MANAGEMENT OF THE THA PUBLIC HOUSING WAITLIST

WHEREAS, The Admissions and Continued Occupancy Policy relates to the administration of the Public Housing program and is required by HUD.

WHEREAS, THA is required to adopt local selection policies relating to management of its public housing waiting list(s).

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

Approve Resolution 2011-10-12 (3) authorizing THA to adopt proposed changes to the Public Housing waitlist and incorporate these changes into the appropriate sections of the THA Admissions and Continued Occupancy Policy.

Commissioner Mowat motioned to approve the resolution as amended. Commissioner Miller seconded the motion.

Upon roll call, the vote was as follows:

AYES: 3
NAYS: None
Abstain: None
Absent: 2

Approved: October 12, 2011

Janis Flauding, Chair

9. COMMENTS FROM COMMISSIONERS

None

10. EXECUTIVE SESSION

None

11. ADJOURNMENT

There being no further business to conduct the meeting ended at 5:28 PM.

APPROVED AS CORRECT

Adopted: November 16, 2011

Janis Flauding, Chair



TACOMA HOUSING AUTHORITY

BOARD OF COMMISSIONERS MEETING MINUTES STUDYSESSION FRIDAY, October 14, 2011

The Commissioners of the Housing Authority of the City of Tacoma met in Study Session at 1724 E. 44th Street, Tacoma, WA at 2:00 PM on Friday, October 14, 2011.

1. CALL TO ORDER

Chair Flauding called the meeting of the Board of Commissioners of the Housing Authority of the City of Tacoma (THA) to order at 2:00 PM.

2. ROLL CALL

Upon roll call, those present and absent were as follows

PRESENT

ABSENT

Commissioners

Janis Flauding, Chair

Greg Mowat, Vice Chair

Ken Miller, Commissioner

Arthur Banks, Commissioner, (arrived at 2:05 PM)

Stanley Rumbaugh, Commissioner

Staff

Michael Mirra, Executive Director

Christine Wilson, Executive Administrator

April Black, REMHS Director

Nancy Vignec, Community Services Director

Barbara Tanbara, Human Resources Director

Ken Shalik, Finance Director

Walter Zisette, RED Director

Todd Craven, Administration Director

Chair Flauding declared there was a quorum present @ 2:02 PM and proceeded.

3. REVIEW OF PROPOSED STRUCTURE AND PRINCIPLES FOR 2012 BOARD BUDGET REVIEW

Executive Director Mirra led the discussion on the proposed 2012 budget. He reviewed the proposed structure for the budget discussion and the document he proposed to use for that purpose. He distributed the next version of the document that he had discussed at the previous board meeting. He also reviewed the principles he proposes to guide these discussions. The commissioners agreed to use this proposed budget structure. They expressed support for the principles. They also directed staff in writing the budget proposal to use the proposed HUD budget coming out of the House of Representatives. Chair Flauding and Commissioner Miller has asked that ED Mirra fill in the numbers on the budget document in advance of the 2012 budget presented at the BOC December 16th meeting.

4. ADJOURNMENT

There being no further business to conduct, Commissioner Mowat moved to adjourn, and Commissioner Rumbaugh seconded the motion. Meeting adjourned at 1:13 PM.

APPROVED AS CORRECT

Adopted: November 16, 2011

Janis Flauding, Chair

Finance Committee
Commissioner Mowat

Real Estate and Development Committee
Commissioner's Miller and Rumbaugh

EXECUTIVE DIRECTOR REPORT



TACOMA HOUSING AUTHORITY

Michael Mirra
Executive Director

Date: November 9, 2011
To: THA Board of Commissioners
From: Michael Mirra, Executive Director
Re: Executive Director's Report: November 9, 2011

This is my monthly report for November 2011. The Departments' reports supplement it.

1. **THA's FY 012 BUDGET: STAFF PROPOSAL**

Budget Proposal (Attached)

I am pleased to attach the staff's proposal for THA's FY 012 budget. I propose we take some time at the November Board meeting to review this proposal. Although the Board does not need to make any decision in November, the Board has wisely asked for advanced information to make the discussion more manageable and reflective. The Board can also give some preliminary direction so staff can respond in time for the December study session.

I present this budget using a version of the document the Board approved at its study session on October 14th. We have continued to refine the document. I think it nicely simplifies the discussion and keeps the Board focused on higher levels of choices, while providing detail that may interest some Commissioners.

I think this budget proposal reasonably balances the many competing factors that bear on the choices we face. The entire budget discussion, and this proposal, also highlights the importance of two advantages we have in the situation: we are a Moving to Work public housing authority and we have healthy reserves. These allow us to present a proposal that manages the HUD cuts we face while preserving our operational capacity, our ability to seek out further investments and our generally lively approach to our work.

Budget Principles and Summary of Budget Proposal

At its October 14th study session, the Board also expressed support for some principles to guide our budget choices. I restate them below, along with some other principles that have guided us. Staff have kept them firmly in mind in drafting the attached proposal. I also list how these principles show in the budget proposal.

- **THA's Vision, Mission and Values and Strategic Objectives**

THA's present strategic directives should influence our budget choices, as they influence all our work. I attach a copy as a reminder.

- **Thoughtful Efficiencies and Savings That Preserve Capacity**

We have reviewed our operations looking for ways to reduce our expenses. In doing so, we tried to be mindful of two factors, both of them important. **First**, we need to be efficient users of the funds we receive. THA's statement of values direct that we do this. **Second**, our other values and strategic directives impel us to be good at our work. We want to be good stewards of our portfolio. We want to run our programs well and effectively. We want to remain a lively housing authority ready to try new things. And we want to preserve our ability to invest in new activities or properties that will make us money. We have made good progress in all these ways. We are stronger and more capable than we were. We seek a budget that, as much as possible, does not lose this ground and instead keeps us advancing.

Summary: You will see from the attached proposal that we are proposing to do without ten (10) positions, two by layoffs. One of the layoffs has already occurred. We judge that this leaves us capable to do our work effectively and to be ready for opportunities. The proposal also provides around \$340,000 on non-recurring expenses to strengthen THA's internal systems (e.g, asset management, digital dashboard) and its capacity to develop properties.

- **Leaving Appropriate Reserves**

THA starts this budget discussion with ample reserves. We want to finish it with the right levels of reserves of the various types of reserves – not too little; not too much. The attached proposal identifies minimum and optimal levels for each type.

Summary: We will end 2011 with about \$12.5 million in total reserves. That is healthy. It denotes prudence and careful financial choices over the past several years. We judge that we need to keep a minimum aggregate of about \$8 million and an optimal aggregate of \$10.5 million. Our budget proposal would spend down our reserves to about \$11.5 million. The remaining \$1 million over the optimal levels would then be available for development, purchases or other opportunities, especially ones that would make us money.

Our recommendations of these levels seek to account for the following factors:

Minimum and Optimal Levels for Responsible HUD Management

HUD has new reserve guidelines it considers prudent for our MTW activities, public housing and section 8 voucher program. We adopt those as our optimal levels.

Non-HUD Reserves for Other Purposes

We identify minimal and optimal level of reserves of non-HUD money for three purposes: (i) to preserve THA's credit standing that help us when we seek to borrow

money, apply for funding or enlist partners who need assurance that we are financially healthy; (ii) to use if necessary to make an attractive investments or purchase; (iii) to cover emergencies.

Not Too Much In Reserves

We do not want to have much more in MTW money than the levels that HUD recommends. We have learned that having too much makes us vulnerable to “recapture.”

Reserves for Our Citibank Salishan Loan

Our proposal continues those portions of our reserves that cover our Citibank loan. This is a total of \$3.9 million. We still hope to learn in 2012 that our negotiations with Citibank will free up \$2.4 million of that amount. But we do not presume upon it.

Reserves for New Development or Property Purchases

Our budget proposal leaves up to \$1 million for new development and property purchases. We do not set any money aside for this purpose. Instead, we leave it in reserves. We can consider its use deal by deal.

- **Looking Ahead to FY013 and Beyond: A Mixed Picture**

Our spending decisions depend in part on what we expect by way of income and expenses over the next several years. For example, if we believe we are on a downward long term trajectory then we should be more cautious spending reserves. If we believe that our income and expenses will not worsen beyond FY012 levels and perhaps improve beyond that, than we can use reserves with more confidence. THA’s forward picture is mixed. On the one hand, I propose that we do not presume on better HUD funding in FY013 or beyond. However, we also anticipate substantial increased savings from program changes we have already chosen. We will not realize all of those savings until FY013. We will estimate these 2013 savings.

Summary: The attached draft budget estimates an additional \$600,000 in recurring income for FY013. This allows us to propose using \$468,000 in reserves to cover this year’s recurring operational expenses on the plausible chance that next year we will be able to cover it with recurring income.

- **Spending Reserves on Recurring and Non-Recurring Expenses**

We should be cautious about spending reserves on recurring operational expenses. At the same time, it is important to adequately staff our core functions. Spending reserves on worthy non-recurring activities may be a better use of reserves, especially if they offer a plausible chance to earn money.

Summary: We propose to spend \$468,000 of reserves on recurring operational expenses. We can do this because of the additional \$600,000 we expect next year in recurring income. We also consider the \$530,000 developer fee we will earn in FY012 from the Hillside Terrace education center and Phase 1 Hillside Terrace.

Most of our reserve spending is for non-recurring activities, some of which offer the plausible chance to earn or save money, such as Hillside Terrace. We propose to spend \$7.6 million in reserves on capital projects, primarily: Hillside Terrace; Stewart Court, and Dixon Village.

We also propose to spend about \$340,000 on non-recurring investments to make us stronger: *e.g.*, asset management function, digital dashboard, replacing old vehicles.

- **Spending Reserves on Activities That Save or Earn THA Money, That Make Us More Effective or That Protect From Future HUD Reserve Sweeps**
The best use of reserves is to fund activities that have a plausible prospect of: (i) saving us money; (ii) making us money; (iii) making us more effective; (iv) complying with HUD's directive to reduce PH operating reserve balance to the 4 month level. Our proposal does this with its substantial investment in Hillside Terrace, which will earn us a developer fee and which we project will provide an ongoing rental stream. Our proposal also invests reasonable amounts to improve our internal asset management and planning tools. It also leaves up to \$1 million above optimal reserve levels for property purchases.
- **Use the House of Representatives' Numbers**
Most of THA's recurring income comes from HUD. Congress may not decide HUD's FY012 appropriation by the time THA has to adopt its own budget for FY012. In that case, we must estimate our HUD income from two contrasting proposals from the House and the Senate. The House would likely deduct \$ 3 million from THA in comparison with last year; the Senate would deduct \$1.6 million. The Board directed that we use the House proposal to draft our budget. We have done that. The final appropriation will not be worse than the House proposal. It may end up being better.

We still do not have any further word from Congress on the final budget or even a schedule for it. If Congress does act before the Board's budget decision in December we can adjust accordingly. If not, we will adjust later when we do hear from Congress.

This budget proposal was challenging to draft. It required careful attention and thought from every department. We sought to involve all staff in the effort and to keep them informed as the budget took shape. Each department held meetings for the purpose and convened committees of staff. We established an intranet site for staff to offer suggestions. I sent out periodic emails to all staff with news. We also shared our information with our union partners and invited their views. This budget discussion coincided with our Trade Council collective bargaining so the discussion was timely.

I am grateful to everyone who helped manage this puzzle.

2. THA's EDUCATION PROJECT

We received separate requests from the Atlanta Housing Authority, the San Antonio Housing Authority and the Fresno Housing Authority to visit us with their school district officials. They would like to talk with us and our school officials about THA's Education Project. They seem particularly interested in our McCarver Elementary School Initiative. We hope to host them in one gathering, probably after the New Year. Officials from the Gates Foundation will likely join us as well.

We are pleased to do this for two reasons. First, we are eager to know whether our efforts in Tacoma might be applicable elsewhere. These discussions may tell us something. Second, we are as likely to learn something about doing our own work more effectively.



TACOMA HOUSING AUTHORITY

Statements of Vision, Mission and Values

Amended December 17, 2008

THA's Vision

THA envisions a future where everyone has an affordable, safe and nurturing home, where neighborhoods are attractive places to live, work, attend school, shop and play, and where everyone has the support they need to succeed as parents, students, wage earners and neighbors.

THA's Mission

THA provides high quality, stable and sustainable housing and supportive services to people in need. It does this in ways that help them become self sufficient, that strengthen communities and that use its public and private resources efficiently and effectively.

THA's Values

Service

Work in service to others is honorable. We will do it honorably, effectively, efficiently, with pride, compassion and respect.

Integrity

We strive to uphold the highest standards of integrity and ethical behavior.

Stewardship

We will be careful stewards of the public and private financial and environmental resources entrusted to us.

Communication

We value communication. We strive to be open and forthcoming with our customers, employees and colleagues, our partners, and our communities. We will listen to others.

Diversity of Staff

We value the diversity of our staff. It makes us stronger and more effective.

Collegial Support and Respect

The work we do is serious. We seek to create an atmosphere of teamwork, support and respect. We also value a good humor.

Excellence

We strive for excellence. We will always seek to improve.



TACOMA HOUSING AUTHORITY

Strategic Objectives

December 17, 2008

Housing and Real Estate Development

THA will efficiently develop housing and other properties that are affordable, high quality, suitable to a range of needs and uses, sustainable and attractive.

Building Communities

THA, by what it builds and how it builds, will create and strengthen communities and help them be safe, vibrant, prosperous, attractive and just.

Property Management

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

Assistance

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

Financially Sustainable Operations

THA seeks to be more self-sustaining. It seeks to become less dependent on program income, especially program income from the federal government.

Environmental Responsibility

THA will develop and manage its properties and operations to improve the local and global environment. By its example and its expertise, THA will help others do the same.

Advocacy/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.

Administration

THA will have excellent administrative systems. Its staff will have skills that make THA highly efficient and effective in the customer service it provides to the public and among its departments.



BOARD OF DIRECTORS DECISION POINTS: THA FY012 BUDGET
November 16, 2011

The green boxes below denote the main decisions for the THA Board. The contents of the green boxes are staff proposals.

The yellow boxes below and other text contain information and staff proposals that will help the Board decide.

1. CUTS AND EFFICIENCIES FOR FY012:

Cuts and Efficiencies	Amount of Savings			\$	Comments
	Staff Positions		Total		
	Unfilled Vacancies	Layoffs			
a. Senior Project Manager - Development		1	1	\$111,000	Effective November 1, 2011
b. Manager - Property Management	1		1	\$65,000	Department Restructuring
c. Site Assistant - Property Management	2		2	\$90,000	Department Restructuring
d. Maintenance Specialist	1		1	\$55,000	Department Restructuring
e. Leasing & Occupancy Specialist - Leasing	1		1	\$60,000	Department Restructuring
f. Homeownership Specialist		1	1	\$60,000	Funding ends 12/31/11. 2012 funding not yet secured
g. Accounting Specialist	1		1	\$60,000	Salishan - Left open when employee departed
h. MTW Caseworkers	2		2	\$120,000	Scheduled in MTW analysis. Left vacant due to funding challenges for 2012
i. HAP savings due to Occupancy Changes, Minimum rents and elimination of utility payments to tenants				\$1,000,000	
j. Benefit savings to offset totals over budgeted 15% increase					Unknown at this time
Totals	8	2	10	\$1,621,000	

2. RECURRING OPERATIONAL EXPENSES AND INCOMES; FY012

Recurring Income ¹	-	Cost of Recurring operations (with proposed savings)	=	Shortfall or surplus in recurring operations
\$14,161,000		\$14,629,000		(\$468,000)

3. NON-RECURRING INCOME: FY012

Sources of Non-Recurring Income	Amount	Type
a. Capital Fund drawn down in 2012 - over 10% administrative amount current year CFP amount	\$ 4,400,000	MTW
b. Hillside Terrace Community Facility Grant	\$1,882,000	Non-MTW
c. Developer Fee - Hillside Terrace Redevelopment (Pending Tax Credit Award) and Hillside Community Facility Grant	\$530,000	Non-MTW
d. Other Non-recurring Development Income	\$267,000	Non-MTW
Total	\$7,079,000	

4. A LOOK AHEAD TO FY013 (ADDITIONAL RECURRING INCOME, SAVINGS OR EXPENSES TO EXPECT)

Recurring FY013 Income	Recurring FY013 Expense	Amount
a. Fully realized HAP savings		\$600,000
	Total	\$600,000

¹ This number uses the House of Representative's budget proposal for HUD FY 012. This proposal is lower than the Senate's proposal.

5. AVAILABLE RESERVES

Minimum necessary and Optimal Reserves

Type/Purpose of Reserves	Projected Reserves 12/31/11	-	Minimum	Optimal	Amount to Reserve	=	Amount of reserves available to use in FY012
MTW Reserves ²	\$ 5,500,000		\$ 2,580,000	\$ 4,593,000	\$ 4,593,000		\$ 907,000
Business Activities (Non-MTW) reserves	\$ 2,800,000		\$ 1,500,000	\$ 2,000,000	\$ 2,000,000		\$ 800,000
Citibank Guarantee	\$ 1,800,000		\$ 1,500,000	\$ 1,500,000	\$ 1,500,000		\$ 300,000
Salishan Lot Sale additional set aside	\$ 2,400,000		\$ 2,400,000	\$ 2,400,000	\$ 2,400,000		\$ -
Totals	\$12,500,000		\$ 7,980,000	\$10,493,000	\$10,493,000		\$ 2,007,000

²MTW Reserves

Section 8 HAP
 Section 8 Administrative Expenses
 PH AMP 1 - 6 Expenses

Annual Amount	Minimum		Optimal	
	Period	Amount	Period	Amount
\$29,035,000	1/2 month	\$ 1,210,000	1 month	\$ 2,420,000
\$3,130,000	2 months	\$ 522,000	4 months	\$ 1,043,000
\$3,390,000	3 months	\$ 848,000	4 months	\$ 1,130,000
	Total	\$ 2,580,000	Total	\$ 4,593,000

6. USES OF NON-RECURRING INCOME OR RESERVES FOR FY-2012

	MTW	Non-MTW	Citibank Guarantee	THA Reserve- Potential Salishan Lot Sale losses above guarantee	
Projected Reserves - 12/31/11	\$5,500,000	\$2,800,000	\$1,800,000	\$2,400,000	
2012 Non Recurring Income	\$ 4,400,000	\$ 2,679,000			
Non-Recurring Expense or Reserve Request					Decision Amount
a. Cover recurring operational shortfall ³	(\$468,000)				\$
b. Development activity ⁴	(\$3,482,000)	(\$2,613,000)			\$
c. 902 South L renovation	(\$400,000)				\$
d. Non-recurring operational costs ⁵	(\$637,000)	(\$25,000)			\$
e. Citibank Interest for Salishan lots			(\$300,000)		\$
f. Agency commitment to Hillside Community Facility		(\$115,000)			\$
<i>Projected Reserves - 12/31/12</i>	\$ 4,913,000	\$ 2,726,000	\$ 1,500,000	\$ 2,400,000	\$

³ **Recurring shortfall** includes the \$356,000 reserve appropriation identified specifically to backfill the HUD Operating Subsidy recapture.

⁴**Development Activity**

	MTW -CFP	Non-MTW
StewartCourt Exterior Renovations	\$1,270,000	
Scattered Site (AMP 6) Upgrades	\$480,000	
Dixon Village Renovations	\$828,000	
Hillside Terrace Community Facilities Grant	\$904,000	\$1,882,000
Due Diligence - Development Opportunities		\$90,000
Salishan Sale Lot Holding Expenses		\$106,000
Salishan Core Planning		\$160,000
Hillside Terrace Predevelopment funded by TCRA		\$150,000
Development Non Core Staff		\$225,000
Totals	\$3,482,000	\$2,613,000

⁵**Non-recurring Operational Costs**

Reasonable Accommodation assistance for Occupancy changes	\$43,000	MTW
Asset Management Development	\$115,000	MTW
Digital Dashboard Consulting	\$20,000	MTW
Hillside Terrace Redevelopment relocation expenses	\$439,000	MTW
Vehicle Replacement	\$20,000	MTW
Salishan Community First Creek Pledge	\$25,000	Non-MTW
Total	\$662,000	

7. 2012 RESERVE LEVELS

Type/Purpose of Reserves	Projected Reserves 12/31/12	Minimum	Optimal	Excess Reserves Over Optimal
MTW Reserves	\$ 4,913,000	\$ 2,580,000	\$ 4,593,000	\$ 320,000
Business Activities (Non-MTW) reserves	\$ 2,726,000	\$ 1,500,000	\$ 2,000,000	\$ 726,000
Citibank Guarantee	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ -
Salishan Lot Sale additional set aside	\$ 2,400,000	\$ 2,400,000	\$ 2,400,000	\$ -
Totals	\$ 11,539,000	\$ 7,980,000	\$ 10,493,000	\$ 1,046,000

ADMINISTRATION REPORTS

FINANCE



TACOMA HOUSING AUTHORITY

Motion

Adopt a consent motion ratifying the payment of cash disbursements totaling \$3,864,071 for the month of September, 2011.

Approved: November 16, 2011

Janis Flauding, Chair

TACOMA HOUSING AUTHORITY
Cash Disbursements for the month of September, 2011

Bank	Check Numbers		Amount	Totals
	From	To		
HERITAGE BANK				
A/P Checking Account				
Low Rent Module Checks	Check #'s	2,299 - 2,333	2,706	
Accounts Payable Checks	Check #'s	74,232 - 74,474		
Central Office Cost Center			196,462	Program Support
Moving To Work Support Center			33,712	
Section 8 Programs			15,187	Section 8 Operations
SF Non-Assisted Housing - N. Shirley			96	
SF Non-Assist Housing - 9SF Homes			979	
Stewart Court			11,455	Local Funds
Wedgewood			699	
Salishan 7			16,624	
Tacoma Housing Development Group			590	
Hillsdale Heights			985	
Salishan Program Income			657	
Salishan Area 3			3,117	
NSP Grant			1,223	Development
Development Activity			5,333	
Salishan Area 2B-Dev			1,423	
Hillside Terrace Predevelopment			1,562	
CS Special Fund			154	
Community Services General Fund			330	
Gates Ed Grant			3,539	Community Service
2007 ROSS Fam H.O.			550	
2008 ROSS Svc Coord			231	
2011 WA Families Fund			102	
AMP 1 - No K, So M, No G			32,518	
AMP 2 - Fawcett, Wright, 6th Ave			302,393	
AMP 3 - Lawrence, Orchard, Stevens			135,110	Public Housing
AMP 4 - Hillside Terr - 1800/2500			15,737	
AMP 6 - Scattered Sites			3,606	
Allocation Fund			46,879	Allocations-All Programs
THA SUBTOTAL			833,959	
Hillside Terrace 1 through 1500			2,911	
Salishan I - through Salishan 6			1,042	
Salishan Association - Operations			9,561	Tax Credit Projects - billable
TAX CREDIT SUBTOTAL (Operations - billable)			13,514	847,473.63
Section 8 Checking Account (HAP Payments)				
SRO/HCV/TBRA/VASH/FUP	Check #'s	460,547 - 461,699	1,074,591	
	ACH	26,673 - 27,595	1,519,164	\$ 2,593,755
US BANK				
Payroll & Payroll Fees - ADP				\$ 422,843
TOTAL DISBURSEMENTS				\$ 3,864,071



TACOMA HOUSING AUTHORITY

Motion

Adopt a consent motion ratifying the payment of cash disbursements totaling \$3,916,203 for the month of October, 2011.

Approved: November 16, 2011

Janis Flauding, Chair

TACOMA HOUSING AUTHORITY
Cash Disbursements for the month of October, 2011

Bank	Check Numbers		Amount	Totals
	From	To		
HERITAGE BANK				
A/P Checking Account				
Low Rent Module Checks	Check #'s	2,334 - 2,374	2,778	
Accounts Payable Checks	Check #'s	74,475 - 74,713		
Central Office Cost Center			239,111	Program Support
Moving To Work Support Center			17,126	
Section 8 Programs			31,390	Section 8 Operations
SF Non-Assisted Housing - N. Shirley			2,739	
SF Non-Assist Housing - 9SF Homes			8	
Stewart Court			11,912	Local Funds
Wedgewood			258	
Salishan 7			29,428	
Salishan Program Income			17	
Salishan Area 3			1,180	
NSP Grant			67	Development
Development Activity			4,318	
Salishan Area 2B-Dev			1,045	
Hillside Terrace Predevelopment			27,062	
CS Special Fund			2,154	
Community Services General Fund			5,824	Community Service
Paul G. Allen Foundation Grant			567	
2006 WA Families Fund			2,846	
Gates Ed Grant			5,408	
2007 ROSS Fam H.O.			5,907	
2008 ROSS Svc Coord			607	
2011 WA Families Fund			64	
City of Tacoma FSS Grant			(25)	
AMP 1 - No K, So M, No G			17,308	
AMP 2 - Fawcett, Wright, 6th Ave			144,688	
AMP 3 - Lawrence, Orchard, Stevens			91,320	
AMP 4 - Hillside Terr - 1800/2500			22,660	
AMP 6 - Scattered Sites			7,113	
AMP 7 - HT 1 - Subsidy			15,197	
AMP 8 - HT 2 - Subsidy			4,746	
AMP 9 - HT 1500 - Subsidy			2,004	Public Housing
AMP 10 - SAL 1 - Subsidy			20,689	
AMP 11 - SAL 2 - Subsidy			14,559	
AMP 12 - SAL 3 - Subsidy			13,250	
AMP 13 - SAL 4 - Subsidy			16,064	
AMP 14 - SAL 5 - Subsidy			25,236	
AMP 15 - SAL 6 - Subsidy			24,416	
Allocation Fund			45,753	Allocations-All Programs
THA SUBTOTAL			856,795	
Hillside Terrace 1 through 1500			2,605	
Salishan I - through Salishan 6			15,425	
Salishan Association - Operations			3,031	Tax Credit Projects - billable
TAX CREDIT SUBTOTAL (Operations - billable)			21,061	877,856
Section 8 Checking Account (HAP Payments)				
SRO/HCV/TBRA/VASH/FUP	Check #'s	461,700 - 463,964	1,095,843	
	ACH	27,596 - 28,482	1,517,268	\$ 2,613,111
US BANK				
Payroll & Payroll Fees - ADP				\$ 425,236
TOTAL DISBURSEMENTS				\$ 3,916,203



TACOMA HOUSING AUTHORITY

Date: November 16, 2011
To: THA Board of Commissioners
From: Ken Shalik
Director of Finance
Re: Finance Department Monthly Board Report

1. FINANCIAL STATEMENT COMMENTS

I present the September and October, 2011 disbursement report for your approval.

The Finance Department is submitting the financial statement for the month of September, 2011. The agency wide financials remain in excellent shape for the Fiscal Year. In reviewing the YTD actual amounts, I have made adjustments in the "Projected Actual" column for areas that I believe adjustments will be made due to timing issues. Explanations for areas I would like to address follows:

- Line 10 – Investment Income – Upon preparing the cash analysis for Tax Credit properties, we received approximately \$215,000 for interest earned on Salishan 5 THA loan that was not budgeted. This is a non- recurring item. Even though interest is accrued on the loan interest for Tax Credit properties every year, we do not book as income unless the Tax Credit entity actually pays THA.
- Line 12 – Developer Fee Income – Due to cost savings in the Salishan 7 development we received approximately \$500,000 less in Developer Fee than budgeted.
- Lines 16 thru 36 – Administrative Expenses – There are many areas with variances. We are significantly under in a number of areas, and I expect this trend to continue through the remainder of the year. Specific areas I will address follows:
 - Line 20 – Advertising - This is a small amount, but due to alternate means of advertising, we have not needed to spend much in this area.
 - Line 23 – Publications and Membership – This is a timing issue; plus we remain conservative in our expenditures in this area.
 - Line 28 – Legal – There was \$120,000 budgeted in Development for Salishan lot sales legal assistance and Hillside Terrace Redevelopment. Only \$25,000

has been expended to date. Legal expenses are also lower than budgeted for Property Management, and the expenses for Union Negotiations for Human Resources have not been spent.

- Line 30 – Staff Training – This is primarily a timing issue; plus travel is less than anticipated.
- Lines 46 - 50 – Maintenance Expenses – Maintenance materials have spiked due to preparation for REAC inspections. These expenditures should level out for REAC purposes. We have seen an increase in vacancies lately, which could still have a further effect in this area.
- Line 61 – Section 8 HAP payments. The % is low, but there is an anticipated \$1,100,000 savings compared to budget. This is primarily due to lower utilization than projected, and a lower average HAP cost.

Overall, the financial position is excellent at the moment with a projected \$3,315,345 surplus (line 67), as compared to a budgeted \$1,767,475. Again, there are many areas that factor into this amount, yet the bulk of the difference comes from the HAP savings.

2. INVESTMENTS

Surplus funds had been invested in Heritage checking and the Washington State Investment Pool. Rates with Heritage Bank currently remain at .40% effective. The Washington State Local Government Investment Pool currently provides a return rate of .15%.

3. YEAR-END UPDATE

The finance area is starting to gear up for the December 31st Fiscal Year end.

4. BUDGET

We are in the throes of preparing the FY 2012 budget. We have had one Board study session in October where the Board directed staff to budget to the House Appropriations numbers. We are in the process of budget negotiations between the Executive Director and the Department heads. We are also preparing a document for the board that summarizes the budgetary position for FY 2012, and the decision points for the board. The present version of that document is attached to the Executive Director's report. The actual budget approval from the board will be accomplished at the December board meeting.

**TACOMA HOUSING AUTHORITY
AGENCY WIDE**

		September, 2011				Thru 12/31/2011		
		CURRENT MTH ACTUAL	YEAR TO DATE ACTUAL	BUDGETED YTD	VARIANCE	PROJECTED ACTUAL	BUDGETED	VARIANCE
OPERATING RECEIPTS								
1	Revenue - Dwelling rent	313,069	4,181,295	4,147,241	0.82%	5,017,554	4,976,689	0.82%
2	Tenant Revenue - Other	6,835	88,633	73,488	20.61%	106,360	88,186	20.61%
3	HUD grant - Section 8 HAP reimbursemen	2,764,126	40,072,417	40,287,144	-0.53%	48,364,795	48,344,573	0.04%
4	HUD grant - Section 8 Admin fee earned	211,529	3,476,608	3,162,545	9.93%	4,111,195	3,795,054	8.33%
5	HUD grant - Public Housing subsidy	273,644	2,873,336	2,846,233	0.95%	3,448,003	3,415,479	0.95%
6	HUD grant - Community Services/HOPE	21,009	520,663	567,305	-8.22%	624,796	680,766	-8.22%
7	HUD grant - Capital Fund Operating Reve	54,511	806,375	688,442	17.13%	876,375	826,130	6.08%
8	Management Fee Income	236,841	3,466,716	3,657,894	-5.23%	4,160,059	4,389,473	-5.23%
9	Other Government grants	1,729	316,700	327,564	-3.32%	350,040	393,077	-10.95%
10	Investment income	2,953	296,610	151,179	96.20%	320,610	181,415	76.73%
11	Fraud Recovery Income - Sec 8	1,456	50,285	48,917	2.80%	55,342	58,700	-5.72%
12	Other Revenue- Developer Fee Income	0	2,026,024	2,091,381	-3.13%	2,026,024	2,509,657	-19.27%
13	Other Revenue	62,458	822,561	799,273	2.91%	947,073	959,127	-1.26%
14	TOTAL OPERATING RECEIPTS	3,950,160	58,998,223	58,848,605	0.25%	70,408,226	70,618,326	-0.30%
OPERATING EXPENDITURES								
Administrative Expenses								
15	Administrative Salaries	419,416	4,416,405	4,562,802	-3.21%	5,419,686	5,475,362	-1.02%
16	Administrative Personnel - Benefits	139,911	1,702,266	1,802,762	-5.57%	2,082,719	2,163,314	-3.73%
17	Accounting & Audit Fees	0	75,698	63,658	18.91%	76,390	76,390	0.00%
18	Management Fees	189,440	2,665,005	2,767,652	-3.71%	3,198,006	3,321,182	-3.71%
19	Rent	20,775	267,365	249,818	7.02%	320,838	299,781	7.02%
20	Advertising	0	1,479	13,926	-89.38%	6,775	16,711	-59.46%
21	Data Processing Expenses	18,696	204,009	253,881	-19.64%	274,811	304,657	-9.80%
22	Office Supplies	2,528	72,700	103,271	-29.60%	102,240	123,925	-17.50%
23	Publications & Memberships	506	41,188	61,783	-33.33%	64,426	74,139	-13.10%
24	Telephone	7,721	109,201	119,189	-8.38%	131,041	143,027	-8.38%
25	Postage	2,381	56,353	66,565	-15.34%	67,624	79,878	-15.34%
26	Leased Equipment & Repairs	(7,656)	66,264	75,809	-12.59%	79,517	90,971	-12.59%
27	Office Equipment Expensed	10,211	67,484	74,141	-8.98%	80,981	88,969	-8.98%
28	Legal	2,342	51,267	169,171	-69.70%	91,520	203,005	-54.92%
29	Local Milage	872	8,257	16,150	-48.87%	11,908	19,380	-38.55%
30	Staff Training/Out of Town travel	11,059	103,756	185,260	-43.99%	154,507	222,312	-30.50%
31	Contract Services	21,752	375,653	570,044	-34.10%	550,784	684,053	-19.48%
32	Other administrative expenses	9,675	168,040	181,124	-7.22%	201,648	217,349	-7.22%
33	Due diligence - Development projects	5,506	38,217	62,500	-38.85%	50,000	75,000	-33.33%
34	Contingency	0	0	0		0	0	
35	Total Administrative Expenses	855,135	10,490,607	11,399,504	-7.97%	12,965,420	13,679,405	-5.22%

	September, 2011				Thru 12/31/2011			
	CURRENT MTH ACTUAL	YEAR TO DATE ACTUAL	BUDGETED	VARIANCE	PROJECTED ACTUAL	BUDGETED	VARIANCE	
Tenant Service								
36	Tenant Service - Salaries	92,826	866,842	923,517	-6.14%	1,070,210	1,108,220	-3.43%
37	Tenant Service Personnel - Benefits	31,847	341,767	365,008	-6.37%	422,120	438,010	-3.63%
38	Relocation Costs	1,367	11,896	16,058	-25.92%	14,275	19,270	-25.92%
39	Tenant Service - Other	6,317	177,460	178,454	-0.56%	205,952	214,145	-3.83%
40	Total Tenant Services	132,357	1,397,965	1,483,038	-5.74%	1,712,558	1,779,645	-3.77%
Project Utilities								
41	Water	10,496	136,835	147,032	-6.94%	164,202	176,438	-6.94%
42	Electricity	13,378	229,445	234,580	-2.19%	275,334	281,496	-2.19%
43	Gas	2,727	72,593	76,233	-4.78%	87,112	91,480	-4.78%
44	Sewer	28,472	422,716	429,256	-1.52%	507,259	515,107	-1.52%
45	Total Project Utilities	55,073	861,589	887,101	-2.88%	1,033,907	1,064,521	-2.88%
Ordinary Maintenance & Operations								
46	Maintenance Salaries	63,946	773,182	755,549	2.33%	927,818	906,659	2.33%
47	Maintenance Personnel - Benefits	16,023	211,245	218,072	-3.13%	253,494	261,686	-3.13%
48	Maintenance Materials	10,052	220,176	197,498	11.48%	264,211	236,997	11.48%
49	Contract Maintenance	65,519	817,128	821,149	-0.49%	980,554	985,379	-0.49%
50	Total Routine Maintenance	155,540	2,021,731	1,992,268	1.48%	2,426,077	2,390,721	1.48%
General Expenses								
51	Protective Services	18,147	200,220	177,940	12.52%	240,264	213,528	12.52%
52	Insurance	17,177	223,661	219,478	1.91%	268,393	263,373	1.91%
53	Other General Expense	140,677	1,156,495	1,160,061	-0.31%	1,387,794	1,392,073	-0.31%
54	Payment in Lieu of Taxes	1,199	17,981	18,120	-0.77%	21,577	21,744	-0.77%
55	Bad Debt - Tenant Rents	0	10,538	25,337	-58.41%	25,646	30,404	-15.65%
56	Interest Expense	70,856	859,176	984,607	-12.74%	1,031,011	1,181,528	-12.74%
57	Total General Expenses	248,056	2,468,071	2,585,542	-4.54%	2,974,685	3,102,650	-4.12%
58	TOTAL OPERATING EXPENSES	\$ 1,446,161	\$ 17,239,963	\$ 18,347,452		\$ 21,112,648	\$ 22,016,942	
Nonroutine Expenditures								
59	Ext. Maint/Fac Imp/Gain/Loss Prop Sale	14,829	41,097	72,723	-43.49%	99,316	87,268	13.81%
60	Casualty Losses	0	20,277	21,518	-5.77%	20,277	25,821	-21.47%
61	Sec 8 HAP Payments	2,569,318	38,273,704	39,324,789	-2.67%	45,981,658	47,189,747	-2.56%
62	Total Nonroutine Expenditures	2,584,147	38,335,078	39,419,030	-2.75%	46,101,251	47,302,836	-2.54%
63	TOTAL EXPENDITURES	4,030,308	55,575,041	57,766,482	-3.79%	67,213,899	69,319,778	-3.04%
64	OPERATING SURPLUS/(DEFICIT)	(80,148)	3,423,182	1,082,123	216.34%	3,194,327	1,298,548	145.99%
Reserve/Capital Affecting Operations								
65	THA transfer to development projects	10,774	(990,291)	(1,762,675)	-43.82%	(1,719,529)	(1,410,140)	21.94%
66	Reserve Appropriations	18,366	1,023,895	2,348,834	-56.41%	1,840,547	1,879,067	-2.05%
67	THA SURPLUS/(DEFICIT)	(51,008)	3,456,786	1,668,282		3,315,345	1,767,475	

TACOMA HOUSING AUTHORITY

CASH POSITION - September, 2011

Account Name	Current Balance	Interest
HERITAGE BANK		
Accounts Payable	\$ 4,921,116	0.400%
Section 8 Checking	4,571,224	0.400%
THA Investment Pool	285	0.400%
THA LIPH Security Deposits	110,132	0.400%
THDG - Tacoma Housing Development Group	27,006	0.400%
LF - Stewart Court	39,488	0.400%
LF - Stewart Ct Security Deposit Account	13,950	0.400%
LF - SF 9Homes Alaska	160,931	0.400%
LF - SF 9Homes Alaska Sec Dep Acct	6,700	0.400%
LF - SFH No. Shirley	1,845	0.400%
LF - SFH N Shirley Security Deposit Acct	1,007	0.400%
LF - Wedgewood Homes	49,400	0.400%
Salishan 7	355,707	0.400%
Salishan 7 Security Deposit	26,737	0.400%
Payroll Account	100	0.400%
General Fund Money Market	3,508,580	0.400%
WASHINGTON STATE		
Investment Pool	\$ 1,420,075	0.150%
US BANK		
Payroll Account	\$ 4,200	
CHASE		
IDA Account	74,409	0.01%
TOTAL THA CASH BALANCE	\$ 15,292,892	
Less:		
<i>MTW:</i>		
MTW Reserves	\$ 5,722,026	
<i>Other Restrictions:</i>		
FSS Escrows	202,137	
VASH, FUP & NED HAP Reserves	1,064,905	
Mod Rehab Operating Reserves	160,663	
Security Deposit Accounts	154,979	
Salishan Sound Families - 608	193,302	
IDA Accounts - 604,605	74,409	
Paul Allen Foundation - 609	30,151	
Gates Foundation - 621	119,959	
WA Families Fund - 671,672	11,975	
THDG - 048	27,006	
<i>Total - Other Restrictions</i>	\$ 2,039,487	
<i>Agency Liabilities:</i>		
Windstar Loan - 042	343,972	
Citibank Loan for Area 3 - Guarantee (Current)	1,825,924	
Additional Reserve Set Aside for Area 3 Loss on sales	2,400,000	
<i>Total - Agency Liabilities</i>	\$ 4,569,896	
THA Designated Reserve for Development:	\$ 519,642	
Total Restrictions	\$ 12,851,051	
THA UNENCUMBERED CASH	\$ 2,441,841	
Agency Current Commitments:	Balance	
Salishan Campus - On hold		
Development Projects		
902 1st Floor Reconfiguration - MTW funds	700,000	
Total Current Commitments outstanding	\$ 700,000.00	\$ -

REAL ESTATE MANAGEMENT
AND
HOUSING SERVICES



TACOMA HOUSING AUTHORITY

Date: November 16, 2011
To: THA Board of Commissioners
From: April Black
Director of Real Estate Management and Housing Services
Re: Department of Real Estate Management and Housing Services Monthly Board Report

1. PROPERTY MANAGEMENT DIVISION

1.1. Performance Report Summaries:

1.1.1. *Occupancy:*

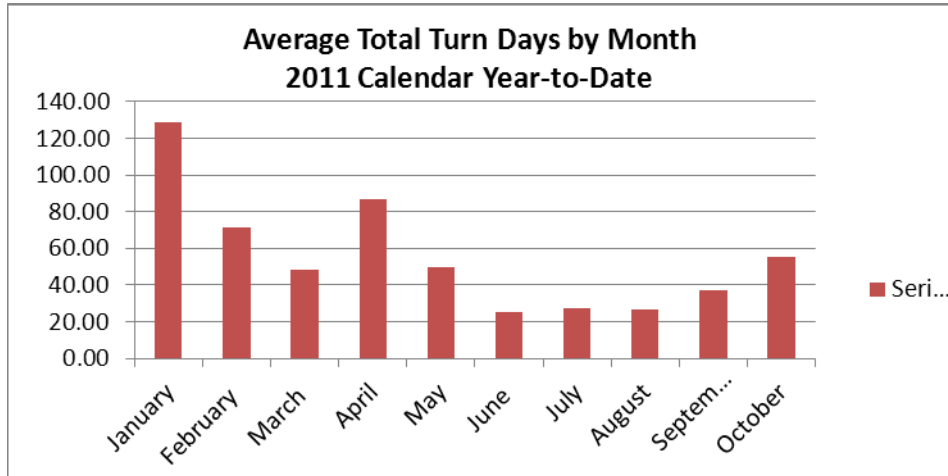
Unit occupancy is reported for the first day of the month. This data is for the month of October 2011.

OCCUPANCY SUMMARY REPORT					
PROGRAM	UNITS AVAILABLE	UNITS VACANT	UNITS OCCUPIED	% MTH OCCUPIED	% YTD OCCUPIED
AMPs 1-6	594	2	592	98.7%	98.7%
Tax Credit Units	690	17	673	98.3%	98.6%
Local fund units	69	4	65	95.7%	95.2%
All Total	1,353	23	1,332	98.4%	98.5%

1.1.2. *Vacant Unit Turn:*

The following page includes a table with all of the units turned calendar year to date (January-September 2011). Five (5) units were turned and rented in the month of October. The average unit turn for the month of October was 55.2 days; average units turns calendar year-to-date are 73 days.

Below is a trend report of the average days to turn a unit. Due to the agency's change in reporting, the chart below has been updated to reflect the calendar year to date instead of fiscal year.



The table below includes additional unit turn information by AMP:
Calendar Year to Date through the end of October, 2011

AMP	Units Turned	Avg Turn Days	Units Currently Vacant	Avg # Days Vacant
Amp 1 (G St, K St, M St)	21	14.0	1	0.0
Amp 2 (6th Ave, Fawcett, Wright)	17	26.9	0	0.0
Amp 3 (Bergerson, Dixon, Ludwig)	20	35.6	0	0.0
Amp 4 (Old Hillside Terrace)	21	96.8	1	0.0
Amp 6 (PH Scattered Sites)	9	62.4	1	3.0
Hillside Terrace Tax Credit	11	91.9	1	55.0
Salishan Tax Credit	59	114.1	15	52.1
Local Fund (Stewart, Market Rate Homes)	7	43.9	2	335.0
Agency Summary	165	73	21	72

Overall unit turn times continue to climb. The department has eight position vacancies at this time. Many of these positions will not be re-filled due to the projected FY2012 budgets and I am preparing to reorganize the Public Housing department to streamline processes and be better able to respond to property management and unit turn needs with less staff. At this time, our goal is to have every vacant unit that is currently included on the vacant unit listing on page 3 filled by December 31, 2011 in order to have a “fresh start” for FY2012 to accurately measure our success. Though the unit turn time is not meeting benchmarks, we continue to have over 98% unit occupancy for the entire portfolio.

November 2011 Board of Commissioners Meeting
 REAL ESTATE MANAGEMENT and HOUSING SERVICES DEPARTMENT MONTHLY
 REPORT
 Page 3

We have also had some recent issues with applicants turning down units due to the cost of moving, lack of security deposit funds, etc.

Below is a listing of all units vacant as of November 1, 2011:

Nbr	AMP	Project	Unit Nbr	Address	Apt Nbr	Beds	Unit Status	Vacate Date	Days Vacant	Maint Turn Date	Applicant Ready Date	Site Note	Leasing Note
1	01	008	00988	1202 SOUTH M ST	509	1	Downtime	10/31/2011	2			<u>N</u>	<u>N</u>
2	04	018	01227	2511 S YAKIMA AVE	51	2	Repair-Make Ready	10/31/2011	2			<u>N</u>	<u>N</u>
3	06	024	01482	2146 SOUTH SHERIDAN		3	Repair-Make Ready	10/28/2011	5		11/01/2011	<u>N</u>	<u>Y</u>
4	07	028	01546	2351 COURT G STREET	234	2	Vacant	9/6/2011	57	10/07/2011	10/25/2011	<u>Y</u>	<u>Y</u>
5	MR	044	01118	1118 SOUTH SHERIDAN		5	Repair-Make Ready	12/13/2010	324	10/10/2011		<u>Y</u>	<u>N</u>
6	MR	044	01211	1211 S TRAFTON		5	Vacant	11/17/2010	350	04/01/2011		<u>Y</u>	<u>N</u>
7	10	30P	01613	1708 EAST 41ST STREET		4	Downtime	10/25/2011	8			<u>N</u>	<u>N</u>
8	10	30P	01614	4108 SALISHAN BLVD		3	Repair-Make Ready	10/19/2011	14	11/04/2011		<u>Y</u>	<u>N</u>
9	10	30P	01615	4102 SALISHAN BLVD		2	Vacant	8/1/2011	93	08/26/2011	10/31/2011	<u>Y</u>	<u>Y</u>
10	11	31P	01655	1715 EAST HARPER		3	Repair-Make Ready	9/22/2011	41	10/13/2011	10/25/2011	<u>Y</u>	<u>Y</u>
11	11	31P	01687	4376 EAST Q STREET		3	Repair-Make Ready	9/29/2011	34	10/31/2011	10/25/2011	<u>Y</u>	<u>Y</u>
12	11	31S	08063	4352 EAST Q STREET		2	Repair-Make Ready	10/11/2011	22	11/09/2011	10/25/2011	<u>Y</u>	<u>Y</u>
13	11	31S	08067	4364 EAST Q STREET		2	Vacant	8/22/2011	72	10/31/2011	11/01/2011	<u>Y</u>	<u>Y</u>
14	12	33P	01725	4349 EAST SALISHAN BLVD		2	Repair-Make Ready	9/16/2011	47	10/14/2011	10/20/2011	<u>Y</u>	<u>Y</u>
15	12	33P	01729	1822 EAST HARPER		3	Vacant	7/25/2011	100	09/01/2011	10/19/2011	<u>Y</u>	<u>Y</u>
16	12	33S	08088	1823 EAST 44TH STREET		2	Vacant	9/15/2011	48	10/31/2011	10/28/2011	<u>Y</u>	<u>Y</u>
17	12	33S	08103	4330 EAST SALISHAN BLVD		3	Vacant	7/12/2011	113	09/16/2011	10/28/2011	<u>Y</u>	<u>Y</u>
18	13	34P	01760	4452 EAST Q STREET		1	Vacant	8/15/2011	79	11/01/2011	10/28/2011	<u>Y</u>	<u>Y</u>
19	13	34P	01779	4615 EAST R STREET		3	Repair-Make Ready	10/3/2011	30	10/31/2011	10/27/2011	<u>Y</u>	<u>Y</u>
20	13	34S	08136	4468 EAST Q STREET		2	Repair-Make Ready	9/29/2011	34	10/31/2011	10/28/2011	<u>Y</u>	<u>Y</u>
21	15	36S	08241	4271 EVERETT AVENUE		3	Repair-Make Ready	8/18/2011	76	10/14/2011	10/28/2011	<u>Y</u>	<u>Y</u>
									Average Days Vacant	73.9			

1.1.3. Work Orders:

In the month of October all 5 emergency work orders were completed within 24 hours. This month, maintenance staff completed 185 non-emergency work orders. The average number of days to complete a non-emergency work order was 14.81 for the month and 12.34 FYTD. We still continue to receive maintenance requests for appliances. We have procured a vendor to keep assisting with the completion of these requests. We are currently addressing appliance work orders within 3 days and repairs to the units are averaging 5 days.

Work Order Completion Table:

WORK ORDER COMPLETION REPORT (PHAS/MASS #4)								
	Emergency				Non Emergency			
	October 2011		Jan through October 2011		October 2011		Jan through October 2011	
AMP # *	# Completed	% Completed in 24 hrs	# Completed	% Completed in 24 hrs (99% HUD Std)	# Completed	Avg Completion Days	# Completed	Avg Completion Days (25 days HUD Std)
AMP 1	1	100%	31	100%	17	3.59	319	3.74
AMP 2	0	100%	17	100%	6	1.17	330	3.50
AMP 3	2	100%	50	100%	39	2.77	547	6.51
AMP 4	2	100%	60	98.3%	35	27.63	316	13.43
AMP 6	0	100%	23	100%	18	4.33	127	11.28
AMP 7	0	0%	1	100%	2	7.0000	23	4.04
AMP 8	0	0%	0	0%	6	9.83	50	16.94
AMP 9	0	0%	0	0%	0	0.00	18	8.83
AMP 10	0	0%	3	100%	13	43.62	137	18.53
AMP 11	0	100%	4	100%	15	17.47	177	25.69
AMP 12	0	100%	1	100%	6	14.33	154	22.44
AMP 13	0	100%	0	0	11	22.00	106	36.56
AMP 14	0	0%	0	0	10	20.80	134	28.41
AMP 15	0	0%	1	100%	0	0	121	29.47
AMP 16	0	0%	1	100%	0	0	93	19.01
Non-AMP	0	0%	3	66.79%	7	11.57	109	4.77
TOTALS	5	100%	193	99.0%	185	14.81	2,547	12.34

Outstanding Work Orders Table:

The high number of outstanding work orders relate to REAC preparation. Due to the volume of work orders created staff prioritized the work orders for the most critical fixes. Salishan work orders are being done in the order of severity. Work orders were created as part of the REAC preparation and not all completed work orders have been closed in our tracking system. All outstanding work orders will be closed by end of month of November.

Outstanding Work Orders as of October 2011			
AMP #	Open Non-Emergency	<25 Days open	>25 Days open
AMP 1	4	4	0
AMP 2	7	1	6
AMP 3	4	4	0
AMP 4	11	7	4
AMP 6	1	1	0
AMP 7	7	0	7
AMP 8	14	0	14
AMP 9	6	0	6
AMP 10	46	2	44
AMP 11	64	1	63
AMP 12	38	2	36
AMP 13	54	5	49
AMP 14	11	2	9
AMP 15	0	0	0
AMP 16	0	0	0
Non-AMP	5	0	5
TOTALS	272	29	243

2. RENTAL ASSISTANCE DIVISION

Housing Choice Voucher utilization is reported at 96% for the month of October 2011 and 97% for calendar year to date. Lease up continues for the McCarver. Below is a breakdown of the progress leasing our special programs:

Program Name	Units Allocated	Units Leased	Number of shoppers*
Veterans Administration Supportive Housing (VASH)	105	55	5
Non-Elderly Disabled Vouchers (NED)	100	24	38
Family Unification Program (FUP)	50	45	5
McCarver Program	50	25	15
Life Manor	150	111	0

*"Shoppers" are households that have been approved for the program and are searching for housing.

All of the Life Manor occupants have been served. The last 39 clients either did not end up qualifying or the HAP payments were so low the clients did not feel the benefit outweighed the paperwork. We will now use the remaining 39 tenant protection vouchers to lease applicants from the THA voucher waiting list by December 31st.

The VASH program has been challenging to receive referrals due to staffing issues with the VA. Meetings have been scheduled on a regular basis to track referrals. The VA estimates all tenant-based VASH vouchers will be used by the end of December.

THA has received nearly ninety NED referrals to-date. Due to the special needs of the clients they have had difficulty finding units and are slow to transition to permanent housing.

REAL ESTATE

DEVELOPMENT



TACOMA HOUSING AUTHORITY

DATE: November 16, 2011

TO: THA Board of Commissioners

FROM: Walter Zisette
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

- *Campus Center Development..*

Staff has compiled the results of the surveys. In total, 341 surveys were completed and returned to THA. Approximately one-half of the responders live in Salishan; the balance live in the surrounding community. Results of the survey indicate that people are very interested in having the following in the Salishan Core: library; structure activities for youth; job training; continuing education; early childhood education/daycare; a mix of activities for both youth and adults.

Staff has crafted a recommended plan of action and timeline which will be taken to a stakeholder meeting November 30 at 8:30 am at the Salishan Family Investment Center.

A Request for Qualifications for Master Planning and Architecture & Engineering Services was issued by Staff on October to assist with master planning efforts in the Core. Proposals are due on November 17.

1.1.2 *Area 3 Lot Sales:* THA closed on the sale of 28 lots to Quadrant in June. Quadrant Home’s sales model on Roosevelt Avenue is complete and the sales staff moved into the home during the first week of October. Three additional homes are under construction; two in the drywall stage and one with the foundation complete and framing scheduled to start the first week of October. To date, Quadrant has sold one house. Staff continues discussions with interested homebuilders on the remaining lots.

1.1.3 *Arlington Rd (Area 4):* Staff issued an RFP in August for development proposals from Assisted Living Developers for this site. No responses to this RFP were received. Staff will conduct an analysis of other feasible real estate development scenarios for this site, and prepare a proposal for moving forward on this site.

2. PUBLIC HOUSING PROJECTS

2.1 1800/2500 Hillside Terrace

2.1.1 *Financing:* The below table summarizes the current project financing sources and the award of funds for Phase I:

Source & Type	Proposed Funding	Committed	Total
<i>Phase I Housing</i>			
<u>LIHTC Equity</u> ¹	<u>\$12,351,330</u>		<u>\$12,351,330</u>
<u>Permanent Loan</u> ²	<u>\$2,575,880</u>		<u>\$2,575,880</u>
<u>HTF</u>		<u>\$2,000,000</u>	<u>\$2,000,000</u>
<u>City of Tacoma</u> ³	<u>\$625,000</u>	<u>\$625,000</u>	<u>\$1,250,000</u>
<u>THA MTW Grant</u>		<u>\$396,417</u>	<u>\$396,417</u>
Total	\$15,552,210	\$3,021,417	\$18,573,627
<i>Education & Community Center</i>			
<u>HUD CFCF Grant</u>		<u>\$1,881,652</u>	<u>\$1,881,652</u>
<u>THA MTW Grant</u> ⁴		<u>\$904,095</u>	<u>\$904,095</u>
<u>THA Match</u> ⁵		<u>\$114,712</u>	<u>\$114,712</u>
Total		\$2,900,459	\$2,900,459

¹ Staff is currently preparing an application for tax credits. The application is due December 15, 2011 and Staff anticipates the determination of a successful application by the end of December.

² Staff will begin the investor/lender procurement process in January of 2012.

³ THA has received a funding award of \$625,000 from the TCRA spring funding rounding. On October 26, 2011 staff submitted another application to TCRA for the remaining

\$625,000 balance. Staff is scheduled for a TCRA project presentation on November 17, 2011.

⁴ Staff will continue to search for an alternative source of funds.

⁵ This source is a committed threshold requirement for a leveraged match to the CFCF grant award.

2.1.2 Project Planning: Staff has been working with the legal firm of Gordon Derr to prepare an application for a partial street vacation and boundary line adjustments for the 2500 block Court G alley. The application is complete and staff is working to obtain signatures of support from (3) three neighboring residents.

In anticipation of Phase I full project funding by the end of 2011; Staff is preparing a draft project schedule which will be circulated for internal review.

2.1.3 Architecture: Staff and GGLO Architects have been meeting to discuss environmental sustainability goals for the project. The architect and their engineers are preparing sustainability option packages. The current environmental sustainability base line is LEED Silver and the options are Gold and Platinum. The project team will evaluate the merit of the options based on capital, operations, maintenance and replacement lifecycle cost.

2.1.4 Construction: Absher Construction has been providing pre-construction estimating services for the environmental sustainability exercise stated above.

2.1.5 Demolition/Disposition: On August 2, 2011, staff submitted a demolition/disposition application to HUD. The application seeks HUD approval to demolish the 104 existing and dispose them to the newly formed tax credit partnerships at a future date. Staff has had several conversations with the SAC and they currently have all the required information to form their decision. Staff anticipates HUD's decision by the end of 2011.

2.1.6 Community Meetings: Staff will continue to hold resident and community meetings as updates and new information become available. A special presentation on the project was made to the Hilltop Action Coalition on August 9. The board expressed strong support for the project.

2.1.7 Relocation: Staff has submitted a draft Relocation Plan to HUD for review. Minimal comments were received; a revised draft should be ready by the end of November. The Plan follows the requirements of the Uniform

Relocation Act and 104(d) to ensure that the residents are fairly treated during this time of transition. All residents in good standing as of June 1, 2011 will receive a transfer to another public housing unit or a Section 8 voucher with assistance in locating a new unit to rent with the voucher. Staff will apply to HUD for the Section 8 vouchers once THA receives approval for demolition. This assistance may include such things as transportation to view units, interpretation services and credit repair. In addition, staff will meet with each resident to determine correct unit size and special needs of each household as well as calculate a Replacement Housing Payment for each household. Residence in good standing will have first preference to return to the redevelopment site.

- 2.1.8 *Community Center.* Staff has reviewing the programming of the stand-alone community center at Hillside Terrace. The Architect is working with Staff and Head Start on conceptual design and THA plans to have the conceptual design completed and before the end of November.

3. CAPITAL FUNDS

3.1 Capital Fund Construction.

- 3.1.1 *Ludwig & Fawcett Apts.* The improvements at Fawcett are substantially complete. Ludwig windows and doors are 90% complete. The Structural defect corrections have been completed and the abatement work is finished. The WRB is 70% done and the siding installation is 60% finished.
- 3.1.2. *Public Housing Scattered Site Renovations.* The final scope of work determination is in the final stages and publication of bid documents for renovations at THA's 35 Scattered Site homes will begin in November.
- 3.1.3. *Admin Building Parking Lot.* The 902 L Street Phase 1 Parking lot Improvement work is complete.
- 3.1.4. *Landscaping Improvements.* The Landscape Improvements at 6 Facilities work has started. Plans include trees, ceramic planters, low maintenance landscape improvements and CPTED recommendations have been incorporated in the design.

3.2 ARRA Construction

Final Closeout: The grant has been fully expended and final close out for audit is in progress

4. OTHER PROJECTS

- 4.1** *Neighborhood Stabilization Program (NSP 1).* The only NSP 1 house THA needs to sell at this point is 6636 S Lawrence. THA just purchased 2107 E 65th Street at the end of October. Both of these will be fixed up over the next couple of months and should be ready for re-sale near the end of 2011 or early 2012. We continue to search for new properties.
- 4.2** *THA Administrative Office Space.* New phasing plans for first floor renovations were presented to the BOC Development committee on Nov. 8. This new space will meet the primary goal of the project which is: improve security for the 1st floor customer service staff and clients. Pending Board approval, design work will resume in December.
- 4.3** *Stewart Court Exterior Repairs.* RED staff is assisting Facilities staff in the design, procurement and construction management for this project. Exterior siding replacement & painting are in progress, and parking lot repairs have been scheduled.
- 4.4** *Quad Trail – City Improvements.* RED Staff are the Project Managers on the Quad Trail renovations at Salishan for the City of Tacoma. The scope of work for improvements includes: base prep, 10' wide paved asphalt trail and chain fencing. Contract and bid documents are pending from The City of Tacoma. THA staff will advertise for bids and award the contract. THA Staff will supervise the General Contractor and manage construction of the trail.

5 PROJECTS IN THE PIPELINE

- 5.1** *The 2316 Building:* Staff continues to meet with the Tacoma City Association of Colored Women's Club's Inc. (CWC) with regard to a development opportunity. CWC is currently developing internal capacity and is reevaluating their long term goals for their property. They continue to be interested in THA having a role in the project, but at this time have determined to put any formal plans on hold.
- 5.2** *ORB Architects/Hillsdale Heights Partnership.* Staff has been approached by ORB Architects to enter into a joint venture partnership turnkey project where ORB would design, develop housing, to THA's specifications and needs, at Hillsdale Heights.
- 5.3** *Stewart Court:* On October 26 The Housing Trust Fund announced the 2011 funding awards and Stewart Court was not a recipient of the \$482,000 requested. Staff is reviewing the plans for Stewart Court and will have a revised scope and financing plan determined by the end of the year.

- 5.4 *City-Owned Walton Properties on MLK.* Staff is communicating with City of Tacoma staff, and other members of the City's Hilltop Advisory Committee, about allowing THA to conduct a development feasibility study for the four lots owned by the City at 1110-1124 MLK Way, in exchange for funding support from the City that would serve to compensate THA for the costs of such a study.
- 5.5 *Multifamily Investment opportunities:* Staff is tracking current multifamily listings and acquisition opportunities in the Tacoma area that meet the following investment goals: (1) minimal renovations and capital needs; (2) rapid resale potential; (3) reliable cash flows; (4) reliable short term return on investment.

Properties that meet these goals included HUD-assisted housing, housing located near other THA properties (offering management efficiencies), market rate housing in strong market areas of the City (such as downtown and the Tacoma Mall area), and housing offered at prices ranging from \$33,000/unit to \$94,000/unit.

This exercise will assist THA in determining an optimum real estate investment strategy.

In order to assist THA find properties to purchase, staff issued an RFP to procure a roster of real estate brokers. Of the seven proposals submitted, THA selected two brokers with an expertise in multifamily rental property.

THA's ability to purchase new properties will depend on the outcome of our negotiations with Citibank. We presently have set aside \$2.5 million of our reserves to cover our Citibank losses. If our negotiations are successful, we hope to free up some of those reserves for a purchase.

6 M/WBE CONTRACT COMPLIANCE and SECTION 3 HIRING

- 6.4 No new updates.

7 PHAS INDICATOR FOR MODERNIZATION ACTIVITIES

The following are the obligated and expenditures as of November 6, 2011.

Grant	Total Grant	Obligated	% Obligated	Expended	% Expended	Obligation Start Date	Obligation End Date	Disbursement End Date
2008 CFP (P)	\$1,849,412	\$1,849,412	100%	\$1,835,629	99%	6/13/08	06/12/10	06/12/12
Sal. HOPE VI (Revitalization)	\$35,000,000	\$35,000,000	100%	\$35,000,000	100%	04/26/01	12/31/10	12/31/10
2009 CFP	\$2,410,953	\$2,410,953	100%	\$1,104,023	46%	9/15/09	9/14/11	9/14/13
2009 CFP (1 st R)	\$703,863	\$703,863	100%	\$703,863	100%	9/15/09	9/14/11	9/14/13
2009 CFP (2 nd R)	\$54,932	\$54,932	100%	\$54,932	100%	9/15/09	9/14/11	9/14/13
2009 CFP (3 rd R)	\$2,724	\$2,724	100%	\$2,724	100%	4/12/10	4/12/12	4/12/14
2010 CFP	\$2,345,627	\$393,916	17%	\$285,207	12%	7/15/10	7/15/12	7/15/14
2010 CFP (1 st R)	\$1,216,978	\$196,759	16%	\$127,100	10%	7/15/10	7/15/12	7/15/14
2010 CFP (2 nd R)	\$219,721	\$0	0%	0	0%	7/15/10	7/15/12	7/15/14
2011 CFP	\$1,721,353	\$472,135	27%	0	0%	9/15/11	9/15/13	9/15/15
2011 CFP (1 st R)	\$736,455	\$443,660	60%	0	0%	9/15/11	9/15/13	9/15/15
2011 CFP (2 nd R)	\$549,895	0	0%	0	0%	9/15/11	9/15/13	9/15/15
CFRG*	\$4,096,616	\$4,096,616	100%	\$4,096,616	100%	3/18/09	3/17/10	3/17/12
CFCF**	\$1,881,652	0	0%	0	0%	9/23/11	9/23/13	9/23/15

*ARRA Capital Fund Recovery Grant

** Capital Fund Community Facilities Grant

COMMUNITY SERVICES



TACOMA HOUSING AUTHORITY

DATE: November 16, 2011

TO: THA Board of Commissioners

FROM: Nancy Vignec
Community Services

RE: Monthly Board Report

STRATEGIC OBJECTIVE: ASSISTANCE

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

1. 2011 GOALS

Thirteen major funding sources support the Community Services department's staff and activities. Most of these sources identify performance measures and goals. This report groups the various funding sources' annual goals by service area. It summarizes progress toward annual goals during the month of October and for the calendar year 2011.

1.1 Employment

Activities	Month	YTD	Annual Goal	% of Goal
Clients referred for employment services	0	135	120	113%
Clients participated in employment services	0	124	90	138%
Clients enrolled in employment readiness soft skills workshops	7	80	60	133%
Clients completed employment readiness soft skills workshops	5	53	50	106%
Enrolled in job readiness training	2	11	6	183%
Job placement	2	32	30	107%
Entered Apprenticeship	0	0	2	0%
Earned income increased	1	31	30	100%

This month two participants enrolled in a specialized job training program offered through the City of Tacoma and Clover Park Technical College. The Brownfields ARRA program is a fast track environmental program that provides training in the handling and removal of hazardous substances. The training also provides a forklift certification, First Aid/CPR, OSHA 10 Safety, and HAZWOPER certification. This training will provide the extra edge our participants need to move

forward in their search for employment. Two employment placements were made this month with Prince Telecom and Korean Women’s Association.

1.2 Education

Bates continues to offer GED classes at the FIC. Standard class size is 18. During the month of October, 28 participants attended GED classes, no participants completed a GED test, and no participants attained a GED.

Activities	Month	YTD	Annual Goal	% of Goal
Participants attending Bates GED classes	28	68	75	91%
Completes one or more GED tests	0	3	10	30%
Attains GED	0	3	6	50%

1.3 Family Self-Sufficiency Program

The THA Family Self-Sufficiency (FSS) program is a five year employment and savings incentive program funded by HUD and the City of Tacoma.

Status	Month	YTD	Annual Goal	% of Goal
Current Participants	104	127	161	78%
Graduates	1	7	8	87%
Removed/Voluntarily Withdrawn	2	16	n/a	n/a
New Contracts Signed	0	23	58	40%
Escrow Balance	\$215,987.77			

1.4 Life Skills and Parenting Classes

Eight participants enrolled in a six week domestic violence support class with Exodus Housing.

Activities	Month	YTD	Annual Goal	% of Goal
Life Skills Enrollment	8	24	20	120%
Life Skills Completion	0	0	15	0%
Parenting Enrollment	0	11	25	44%
Parenting Completion	0	2	20	10%

1.5 Asset Building

The department provides pre-purchase counseling, 1st time homebuyer seminars, post-purchase counseling, financial literacy workshops, credit counseling, and individual development accounts to help THA clients build assets and prepare to become successful homeowners, business owners or to change careers and further their education.

Activities	Month	YTD	Annual Goal	% of Goal
Financial Literacy Enrollment	5	148	120	123%
Financial Literacy Completion	0	54	95	57%
Credit Counseling Enrollment	0	33	15	220%
Credit Counseling Completion	0	22	8	275%
Homeownership Counseling	4	54	20	270%
Individual Development Account Participants	6	63	50	126%
Qualified Withdrawals	0	3	10	30%
Home Purchase	0	3	10	30%
Other Asset Purchases	0	2	5	40%

1.6 Neighborhood Networks and VITA

THA has Neighborhood Networks computer labs at Bergerson Terrace, Dixon Village, Hillside Terrace and Salishan. The AmeriCorps member assigned to the computer labs is responsible for outreach and computer lab programming. Each lab has scheduled times for adult activities and for youth activities including resume writing, research, and homework assistance.

We began the school year with one returning and one new AmeriCorps volunteer. They provide tutoring and mentoring at the community computer rooms. The AmeriCorps work with residents throughout the year to promote community involvement and to develop projects of interest such as the mural which was completed this summer at Bergerson Terrace.

Activities	Month	YTD	Annual Goal	% of Goal
Computer Lab Participation	323	1078	200	539%
VITA Tax Returns for THA clients	0	42	75	56%
EITC Received (PH only)	0	9	85	11%

1.7 Youth Activities

THA's contract with Girl Scouts of Western Washington to provide a youth mentoring program for Hillside Terrace, Bergerson Terrace and Salishan ended in June. There were 122 troop members, 61 of which were THA residents. This marked the end of a long successful contractual relationship with the Girl Scouts of Western Washington. At the conclusion of the contract, Girl Scouts committed to continue their programming at no cost to THA for another three years with possibility of extension beyond the three years.

Activities	Month	YTD	Annual Goal	% of Goal
Youth tutoring	30	30	35	86%
80% or better on computer skills post-test	21	21	25	84%
GPA improved .5 or more	7	7	15	47%
Life skills/financial literacy completed	20	20	65	31%
80% or better on life skills/financial literacy post-test	21	21	55	38%
Youth mentoring	61	61	45	136%
Youth mentoring ongoing more than six months	35	35	40	88%

1.8 Senior and Disabled Services

In October the Senior and Disabled Specialist had 167 client contacts (108 unduplicated). There were 27 unduplicated home visits. 29 residents received 1:1 situational and wellness counseling. Four residents received assistance with entitlement correspondence.

Activities	Month	YTD	Annual Goal	% of Goal
Unduplicated client contacts	108	282	260	108%
Referrals	10	48	50	96%
Unduplicated situation/wellness counseling	29	109	140	78%
Assistance with correspondence for Entitlement Programs	4	42	40	105%

1.9 Families in Transition (FIT)

The Community Service Department's FIT program is funded by Washington Families Fund and Sound Families grants. FIT caseworkers help participants succeed as tenants, parents and wage earners.

	WFF/Sound Families		Hillside Terrace		Tax Credit	
Total Current Caseload	20		3		6	
	Month	YTD	Month	YTD	Month	YTD
Entrances	0	16	0	1		0
Graduations	1	6	0	0	1	1
Exits	0	0	0	0	0	0
Terminations	0	0	0	0	0	0

1.10 McCarver Special Housing Program

The McCarver Special Housing Program has housed 29 families, Seven are shopping for units and six more are in various stages of submitting documentation and participating in individual interviews.

The following chart shows how many families have moved through each stage up to and including moving into their new home. We have established a waiting list which currently has two families. If any of the families currently submitting documentation do not qualify, we will work with families on the waiting list in order of their application date.

Activities	YTD	Annual Goal	% of Goal
Applications submitted	97	50	194%
Applicants program eligible	49	50	98%
Applicants approved for voucher	42	50	84%
Applicants issued vouchers and searching for housing	7	50	14%
Applicant who found unit, waiting for inspection	6	50	12%
Applicants housed	29	50	58%

In the evening of October 19 we held a family event at McCarver to celebrate the beginning of school and our Program. In addition to our Program families, we invited McCarver staff, THA staff, and community partners. Metesa Greene from Community Services told the parents about opportunities to build assets, which was very well received. After all the welcoming and talking, we turned the children loose to decorate pumpkins and mingled shared dinner with the parents.

2. KBTC READY TO LEARN GRANT

The Corporation for Public Broadcasting awarded KBTC Public Television a Ready to Learn grant with a special focus on our McCarver Program students. This \$92,230 one year grant will provide technology-based additional learning in math and literacy. The grant will provide McCarver Program students with after school, spring break, and summer learning opportunities. The program will begin early in 2012. The grant is potentially renewable for up to five years. Other partners include Peace Community Center, Tacoma Children's Museum, and Metropolitan Parks.

NEW BUSINESS

RESOLUTION #1



TACOMA HOUSING AUTHORITY

RESOLUTION 2011-11-16 (1)

DATE: November 6, 2011
TO: THA Board of Commissioners
FROM: Michael Mirra, Executive Director
RE: Approval of Collective Bargaining Agreement with Pierce County, Washington Building and Trades Council

Background

On November 4, 2011, THA's maintenance staff who constitute the bargaining unit represented by the Pierce County, Washington Building and Trades Council voted to ratify the new collective bargaining agreement (CBA) that representatives of the Council, Laborers, and THA negotiated. This is a 3-year contract that expires on May 31, 2014. I now present a resolution to the Board that would authorize me to sign the Agreement on THA's behalf. I recommend that the Board do so.

I attach the new CBA with changes from the last contract shown in **black bold**. The notable features of the new CBA are as follows:

- **WAGE INCREASES** – Due to the tight budget, there will be no wage increase this year for maintenance personnel. With uncertain future funding, we also were not confident to put increases into future years, so we have placed “openers” for 2012 & 2013 for the purpose of negotiating any wage increases or change in benefits.
- **COMPETENCIES** – While paying the maintenance personnel based on competencies was an excellent idea, the actual execution of the idea did not work. Most troublesome was the method of assessments we used to determine the competencies of each staff member. We used Bates Technical College. Its services were expensive and its results were not meaningful. THA and the Trades Council have agreed to stop using the competency pay scale. THA will place new employees within the salary range based on their previous experience, certifications, and training as assessed and determined by THA. We have adopted the salary range placement procedure in effect for OPEIU and non-represented positions.
- **SECTION 4.3 OVERTIME** - Overtime will now be calculated on hours worked rather than hours compensated. That means that overtime will not be calculated using holiday, sick or annual leave hours.
- **SECTION 4.8 ON-CALL** – The On-Call process was adopted several years ago. It has worked well but needed new language to tighten up the rules. We agreed on new language.
- **BENEFITS** – When the maintenance personnel changed to new insurance coverage under Northwest Laborers'-Employers' Health & Security Trust, they lost Long Term Disability coverage and the Employee Assistance Program (EAP). Those are not offered under that

program. With concern for our employee's future financial security and personal needs, we will be reinstating those benefits as of January 2012.

- **ASSORTED SECTIONS**

- We added new language to ensure that THA employees do not choose to use their own vehicles for the daily requirements of their position.
- We added new language to ensure that THA employees are given the opportunity to clean up and change clothing after being exposed to sewage, waste water, etc.
- We added new language to ensure that employees are told about the nature of any possible disciplinary meeting when the meeting is scheduled.

Recommendation

Approve Resolution 2011-11-16 (1) authorizing me to sign the new Pierce County, Washington Building and Trades Council collective bargaining agreement.

I am also pleased to report that the effort to bargain this agreement was constructive, respectful and collaborative. It leaves THA and the Trades Council with a productive relationship that should help us both move forward into the future.



TACOMA HOUSING AUTHORITY

RESOLUTION 2011-11-16 (1)

APPROVAL OF COLLECTIVE BARGAINING AGREEMENT WITH PIERCE COUNTY, WASHINGTON BUILDING AND TRADES COUNCIL

Whereas, The collective bargaining agreement between the Tacoma Housing Authority (THA) and the Pierce County, Washington Building and Trades Council (Trades Council) expired on May 31, 2011;

Whereas, THA and the Trades Council have reached a tentative agreement on a new collective bargaining agreement, a copy of which is attached to this resolution;

Whereas, on November 4, 2011, the THA staff in the Trades Council bargaining unit have voted to ratify the tentative contract; and,

Whereas, the Board of Commissioners finds that the collective bargaining agreement is fair and reasonable and that it would serve THA's interests;

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

The Board authorizes the Executive Director to execute the collective bargaining agreement with the Pierce County, Washington Building and Trades Council.

Approved: November 16, 2011

Janis Flauding, Chairman

AGREEMENT

BETWEEN

HOUSING AUTHORITY OF THE CITY OF TACOMA

AND

PIERCE COUNTY, WASHINGTON BUILDING AND
CONSTRUCTION TRADES COUNCIL

June 1, ~~2008~~2011 – May 31, 2011~~14~~

AGREEMENT

THIS AGREEMENT is made and entered into at Tacoma, Washington, this ____ day of _____, ~~2008~~**11**, by and between THE HOUSING AUTHORITY OF THE CITY OF TACOMA, its successors and assigns, hereinafter referred to as the Employer, and the PIERCE COUNTY, WASHINGTON BUILDING AND CONSTRUCTION TRADES COUNCIL, hereinafter referred to as the Union, for the purpose of fixing the wage scale, schedule of hours, and general rules and regulations between the Employer and the Union, and to clearly define mutual obligations between the parties hereto. Therefore, it is mutually agreed as follows:

ARTICLE 1 DEFINITIONS AND CONSTRUCTION

As used in this Agreement:

- 1.1 “Employee” means, except as specifically provided otherwise, any regular, full-time, part-time and probationary employee covered by this agreement, but does not include any temporary employee.
- 1.2 “Regular full-time employee” means any employee who has successfully completed the probationary period in his or her position and who is regularly scheduled to work 40 hours per week.
- 1.3 “Regular part-time employee” means any employee who has successfully completed the probationary period in his or her position and who has an established work schedule of less than 40 hours per week. All regular part-time employees shall receive the following benefits of this Agreement pro-rated to the proportion of hours worked versus full-time hours: medical leave, vacations, and holidays. Regular part-time employees who are regularly scheduled to work at least 24 hours per week will also receive insurance benefits as set forth in Article 7. Regular part-time employees who are scheduled to work less than 24 hours per week will not receive insurance benefits as set forth in Article 7.

Regular part-time employee status shall be assigned on a case by case basis and the employer will confer with the union before establishing a new part-time position.

- 1.4 “Probationary employee” means any employee who has:
 - (a) completed less than 120 calendar days of continuous employment as a new hire; or
 - (b) completed less than 120 calendar days of continuous employment in a new or different position.

The Employer may extend the probationary period in any case by mutual agreement with the Union. The Union shall not unreasonably withhold consent to such extensions.

- 1.5 “Temporary employee” means any employee hired for a limited period of time, not to exceed 120 days, or mutually agreed upon extension.
- 1.6 “Dependent” when used in connection with THA provided insurance benefits (not including any multi-employer Taft-Hartley Trusts) means (1) the lawful spouse of an employee, (2) any

natural or adopted child or stepchild who is primarily dependent on the employee or (3) any minor for whom the employee has legal custody and who is primarily dependent on the employee or (4) a child of the domestic partner that qualifies under the THA Policy HR-20.10: Domestic Partner Benefits. As used in any multi-employer Taft-Hartley Trust, including the Laborers Trust referenced in Section 7.2, “dependent” shall have the same meaning as in the applicable Trust documents.

- 1.7 “Continuous employment” means continuous employment from the most recent date of hire or rehire.
- 1.8 “Anniversary date of service” means the same date each year as the date on which the employee first began work.

Unless a different meaning is clearly required by the subject matter of a particular section, the singular form includes the plural, and the masculine pronoun includes the feminine, and vice versa.

ARTICLE 2 SCOPE OF AGREEMENT

SECTION 2.1 Union Recognition

The Employer recognizes the Union as the exclusive collective bargaining agent for the employees covered by this Agreement.

SECTION 2.2 Coverage

This Agreement applies to the employees holding the job titles set forth in Schedule A to this Agreement. Any positions not covered by Schedule A or any positions which may be established during the life of this Agreement, except those traditionally associated with management and administration, shall be subject to negotiations between the Employer and the Union. In the event the parties are unable to agree on the title and rate of pay for the job in question, the dispute shall be resolved by the arbitration procedure in this Agreement.

SECTION 2.3 Management Rights

Except as expressly restricted or abridged by a specific provision of this Agreement, the Employer shall have and retain all rights to manage and direct the business of the Employer, including but not limited to the right to (i) hire, assign, determine the qualification and competence of, promote, demote, transfer, discipline, suspend, discharge, and lay off employees; (ii) implement and enforce reasonable rules and regulations, and safety, production, and performance standards; (iii) assign and direct employees and the methods, processes, and schedules of doing work; and (iv) subcontract work not covered by this Agreement according to the business needs of the Employer.

The foregoing recitation of specific management rights shall not be deemed to waive, limit or impair any rights of the Employer not so enumerated. The exercise of management rights is the exclusive prerogative of the Employer.

**ARTICLE 3
UNION BUSINESS**

SECTION 3.1 Union Security and Membership

- (a) Union membership. Subject to RCW 41.56.122, all employees who are covered by this agreement shall become members of the Union within 30 days of the date of hire or rehire and maintain membership in good standing during the term of this Agreement. The Employer shall suspend an employee without pay within 3 working days of receipt of notice from the Union of the failure of the employee to maintain union membership in good standing. Continued failure of an employee to maintain union membership in good standing shall be grounds for termination; provided, that the Union shall hold harmless and indemnify the Employer from any liability which the Employer may incur because of the suspension or discharge of an employee pursuant to this section. Nothing in this agreement shall abrogate the right of non-association of an employee based on bona fide religious tenets of a religious body of which said employee is a member.

- (b) Indemnification. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, suits, orders, or judgments that arise out of or by reason of the Employer's compliance with this Section.

SECTION 3.2 Union Representatives and Activity

The Union shall advise the Employer in writing of the names of all Business Representatives, agents, and Union representatives authorized to represent the Union in dealings with the Employer. The Union shall also provide the Employer with written notice of any change in such Business Representatives, agents and stewards within a reasonable time of a change.

The Business Representative of the Union shall have access to the Employer's premises, at reasonable times and upon reasonable prior notice to the Executive Director or designee to investigate specific employee complaints or grievances relating to this Agreement; except that union business, other than the adjustment of grievances directly between the Executive Director and the Business Representative, shall not involve the Employer's employees during their hours of work, and union meetings shall not be conducted on the Employer's premises unless mutually agreed upon between the Union and the Employer.

A bulletin board shall be made available to the Union for the purpose of posting notices pertaining to union business, provided that such notices shall be submitted to the Human Resource Director of the Authority or designee for approval before being posted, which approval shall not be unreasonably withheld.

**ARTICLE 4
WORK SCHEDULE**

SECTION 4.1 Workweek - Workday

The workweek of regular full-time employees shall be 40 hours to be scheduled by an appropriate Supervisor or Department Director and normally worked on five consecutive 8-hour workdays, Monday through Friday. Normal shift hours will be between the hours of 6:00 a.m. and 7:00 p.m. If the Employer determines that weekend or evening work for a job title or an Asset Managed Property (AMP) is necessary, the Union, the affected employee(s), and Employer will discuss and arrange a

flextime schedule to accommodate such need. If there is more than one employee in the affected job title(s) or AMP, the Employer shall attempt to assign the flextime schedule to those employees in the job title who volunteer for the assignment. If there are no or insufficient volunteers, the Employer will assign the schedule to those employees in the affected job titles in reverse seniority order; PROVIDED that the Employer may assign the flex-schedule to employees assigned to the impacted AMP or other employees if necessary to fulfill specific qualifications, skills and abilities needed by the assignment. The affected employees shall be given reasonable advance notice of such change in an employee's regular work shift. Adjustment of shift assignments will not be made for the purpose of eliminating overtime.

SECTION 4.2 Lunch and Break Periods

Each 8-hour workday shall include one unpaid lunch period of 30 minutes approximately midway through the workday, and one paid break period of 15 minutes in the morning and one 15 minute paid break in the afternoon. One additional paid break period of 15 minutes may be taken during each three-hour overtime period. The Employer may schedule lunch and break periods to accommodate its business needs. The Employer will provide bargaining unit employees with an additional ½ hour paid lunch (at straight time) on payday.

SECTION 4.3 Overtime

The Employer may require overtime work according to its business needs. Any hours required or pre-authorized by the Employer to be worked by an employee in excess of 40 hours in any workweek or in excess of 8 hours in a workday shall be compensated at a rate one and one-half times the employee's hourly base rate, ~~and~~ Any hours required by the Employer to be worked on a Sunday shall be compensated at a premium rate twice the employee's hourly base rate. No overtime will be paid/worked unless it has been specifically approved in advance by the employee's supervisor. For the purposes of this section, "hours worked" includes ~~all compensated hours~~ worked only.

SECTION 4.4 Flextime

A flextime work schedule may be implemented if mutually agreed upon by the Employer and an employee, or assigned pursuant to the provisions of Section 4.1 Workweek – Workday, and overtime hours worked pursuant to such mutual agreements shall not be subject to Section 4.3 Overtime.

SECTION 4.5 Call Out Time

When an employee is called out to work other than during normal work hours, a "Call Out Time" minimum of two (2) hours of the applicable rate of pay shall be paid.

SECTION 4.6 Minimum Reporting Pay

An employee, who reports to work during normal working hours, whether or not on overtime status, shall be entitled upon reporting to a minimum of four (4) hours pay, whether or not actually worked.

SECTION 4.7 Inclement Weather

An employee is expected to report to work regardless of weather conditions if the employee can possibly do so. An employee who is unable to get to work or who has approval to leave work early because of weather conditions shall charge the time missed against accrued vacation leave. In the event no vacation leave is accrued, time missed shall be charged to leave without pay. Tardiness due

to an employee's inability to report for scheduled work because of severe weather or conditions caused by such weather may be allowed up to one hour at the beginning of the work day, at the sole discretion of the Employer; inclement weather tardiness in excess of that allowed by the Employer shall be charged as provided above.

SECTION 4.8 On-Call

- a. On call duties will be scheduled according to the following procedure:
- i. On-Call is a responsibility of all maintenance employees, all regular, full-time employees are expected to participate. Employees may apply for reasonable accommodation related to their On-Call responsibilities.
 - ii. ~~At the start of each calendar year, the Employer will request volunteers to sign up for one week periods the employee is able and willing to be assigned on-call duties. The employee will be responsible for those scheduled weeks during the year. If two volunteers choose identical one week periods, seniority by date of hire shall prevail.~~
 - iii. Annually all regular, full time employees will choose one week periods to perform On-Call duties. duties due to medical conditions. An employee will sign up for on-call status no more than once every three (3) weeks. Without the express written permission of the Portfolio Manager or his/her designee, no employee may be on-call more than one week in each three week period.

The selection of weeks shall be in a "round robin" format. The most senior employee will choose one week, the next senior employee will choose one week and so on until the entire roster of eligible employees have chosen a week. The process will continue for the remaining weeks until eligible employees have an equal number of On-Call weeks.
 - iv. For all one week periods not scheduled by sign-up, the Authority will solicit volunteers to sign-up for the remaining weeks of On-Call duties.
 - v. For all one week periods not scheduled by volunteer sign-up, the Authority will assign the work by rotating through the roster of employees in reverse seniority, who have not volunteered for at least three (3) one week periods.
- b. An employee who is on-call will be given the On-Call phone and must be (1) accessible by telephone; (2) available to return to the worksite within a designated response time; and (3) in a physical condition that allows him/her to perform duty assignments.
- c. ~~In the event of incapacitation or unavailability~~If the employee is scheduled for an on-call week but for unforeseen circumstances, will not be able to take the on-call assignment for all or part of that week, the duty may only be traded or reassigned with the prior approval of the Portfolio Manager or his/her designee. during a period of on-call duty, an employee must promptly contact the designated supervisor to be released from on-call duty. If incapacitated or unavailable, it must be noted on the employee's timecard and on-call pay shall be forfeited for that time period.
- d. An employee who is assigned to on-call duty and cannot be reached or does not report within two hours of being contacted may face disciplinary action and shall not receive on-call pay for

that day. An employee who has a record of excessive unavailability while on on-call duty may face disciplinary action.

- e. Pay for work performed shall be at the overtime rate of one and one-half (1 1/2) times the straight time hourly rate of pay of the responding employee. In computing time, the nearest one-quarter (1/4) hour shall be used. In accordance with Section 4.5 of the current agreement, a call-out time minimum of two hours of the applicable rate of pay shall be paid.
- f. **The On-Call vehicle will be parked at the fenced, locked THA bullpen at 902 South L Street. The time between 3:45 pm and 4:30 pm on the transfer date will be allotted to transfer the keys and conduct the vehicle inspections. The On-Call employee may request THA security to the location of the pick-up and drop-off of the On-Call vehicle provided THA security is on duty.** Compensation is paid from the time the individual ~~leaves his or her residence~~ **arrives at the THA bullpen where the On-Call vehicle is parked** until he or she returns **to the bullpen home.**
- g. On-call time will not be considered “hours worked” for any purpose. The parties agree that the requirements in this policy allow employees to use the on-call time for substantially their own purposes, except when called and receiving pay under this policy.
- h. All work performed on holidays will be paid at the rate of two times the employee's straight time rate of pay plus their regular pay for the holiday.
- i. Employees assigned to on-call duties shall be compensated for the inconvenience of being on-call at \$150.00 per week broken down to the following schedule:
 - i. Monday through Friday \$20.00 per diem
 - ii. Saturday through Sunday \$25.00 per diem
- j. The employee will be assigned a Housing Authority vehicle to use during the on-call period, subject to Housing Authority policy.
- k. Nothing in this language shall be interpreted to limit the Authority’s rights as set forth in Section 2.3 Management Rights and Section 13.1 Discipline and Discharge of Regular Employees including the right to suspend employees from on-call duty as appropriate disciplinary or corrective action.

Section 4.9 Personal Vehicle Use

Employees will not use their personal vehicles as a replacement or substitution for THA vehicles for the daily requirements of their maintenance duties.

Section 4.10 Clothing Change

When an employee’s clothing becomes soaked by sewage, waste water, water or oil, the employee shall be given the opportunity, on the Employer’s time and with prior authorization, to clean up and change clothing. The Employer will provide washing and changing facilities at designated locations. When circumstances require the employee to leave the worksite, he/she shall be compensated for the time required to clean up, not to exceed one (1) hour, at the normal straight time rate.

**ARTICLE 5
MAINTENANCE OF BENEFITS AND COLLABORATIVE EFFORTS**

All benefits now being extended to the employee shall remain in force and shall not be rescinded during the life of this Agreement provided that any benefit changes to the Laborers Trust will apply to employees covered by the Agreement who are enrolled in that plan. However, the parties agree that if there is any substantial adverse change in the costs of benefits or Employer's financial position, the Employer and Union shall meet to discuss such changes and the appropriate action, if any, to be taken. The employer provides benefits to eligible employees as defined in Appendix A.

**ARTICLE 6
COMPENSATION**

SECTION 6.1 Base Rates of Pay

Employees shall be paid not less than the minimum for his or her title as set forth in Schedule A.

SECTION 6.2 Pay Periods

Employees shall be paid on a bi-weekly basis (every two weeks).

SECTION 6.3 Temporary

A temporary employee shall be compensated for each hour worked at no less than the minimum starting salary for the position as set forth in Schedule A.

**ARTICLE 7
INSURANCE, RETIREMENT AND DEFERRED COMPENSATION**

SECTION 7.1 ~~Health Insurance~~

~~Through December 31, 2008, for all eligible employees, the Employer shall furnish full family group health insurance coverage under United Employees Benefit Trust (UEBT) A5 medical and Vision II plans or comparable coverage. Through December 31, 2008, the Employer will also provide an option for eligible employees to receive group health insurance coverage through a health maintenance organization ("HMO").~~

SECTION 7.21 Laborer's Trust Eligibility

~~Effective December 1, 2008 (based on hours worked in November 2008),~~ **The Employer shall contribute the sum of \$466.00 per month full monthly premium to the Northwest Laborers – Employers Health and Security Trust Fund (the "Laborers Trust") on behalf of each regular full time employee and each regular part time employee who has at least eighty (80) compensated hours in the prior calendar month, provided, however, that no contribution will be due or owing on behalf of (a) any temporary employee on whose behalf fringe benefits are provided as specified in the appropriate local union trust agreement as provided in Section 11.3; (b) any temporary employee who performs less than eighty (80) hours of service for the Employer; and (c) persons performing emergency short-term services under Section 11.4 who the parties agree are not performing bargaining unit work and on that basis are not provided benefits under this section 7.21. ~~The parties understand that benefits under the Laborers Trust will begin January 1, 2009 and will thereafter be the only health insurance plan offered under Article 7.~~**

SECTION 7.32 Cost Sharing

Any future increases over the duration of this Agreement in the premium amount required by the Laborers Trust to maintain insurance coverage will be paid as follows: (a) the Employer will pay the first five percent (5%) increase; (b) the next ten percent (10%) increase will be split equally between the Employer and the employee with the employee portion being paid through a reduction in the hourly supplement specified in Schedule A by the hourly equivalent of the employee's share of the premium increase and (c) all amounts over fifteen percent (15%) will be paid by the employee through a reduction in the hourly supplement as described in (b) above.

SECTION 7.43 Retiree Disclaimer

The Employer does not agree to provide, and shall not be required to provide, any health and welfare benefit for any retiree of the Employer.

SECTION 7.54 "Special Flat Rate" Agreement

The parties intend that Sections 7.21 through 7.53 of this Agreement to be the "Special Flat Rate" Agreement with the Laborers Trust Fund. The parties agree that the Employer is contributing to the Laborers Trust fund on a flat rate basis as an "Individual Employer" and is not contributing on an "Active Hour Bank" basis.

SECTION 7.65 Trust Agreement

The parties acknowledge that the plan established by the Northwest Laborers-Employers Health and Security Trust is controlled and administered by a joint Board of Trustees. The Employer agrees to be bound by the Trust Agreement for the Northwest Laborers-Employers Health and Security Trust Fund, as may be amended from time to time, which is incorporated herein by reference.

SECTION 7.76 Dental Insurance

Subject to cost sharing as provided in Section 7.32, the Employer shall provide a dental plan as part of the Northwest Laborers-Employers Health and Security Trust Fund for all eligible employees and dependents.

SECTION 7.87 Retirement and Pension Program

The retirement benefits under the State Employees Retirement System shall be provided for each eligible employee under the rules of the State Employees Retirement Board.

SECTION 7.98 Deferred Compensation Program

All employees shall be eligible to participate in any deferred compensation program implemented by the Employer.

SECTION 7.109 Health Care and Dependent Care Flexible Spending Accounts

The Employer will offer Health Care and Dependent Care Flexible Spending Accounts for employees who choose to participate, as permitted by applicable insurance contracts and/or Trust documents.

SECTION 7.10 Disability Insurance

The Employer shall provide and pay for long term disability insurance policy for all eligible employees. The amount of long-term coverage shall be up to two-thirds of monthly compensation not to exceed a monthly benefit of \$ 7,500.

SECTION 7.11 Employee Assistance Program

The Employer shall provide and pay for an Employee Assistance Program for all eligible employees and families during the term of this Agreement.

**ARTICLE 8
HOLIDAYS, VACATION AND LEAVE**

SECTION 8.1 Holidays

(a) Employer observed Holidays. The Employer shall observe the following holidays:

HOLIDAY OBSERVED

New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Two (2) Floating Holidays - Only eligible employees may take floating holidays. Floating holidays shall be taken with prior arrangement and approval of the Employer. Floating holidays do not carry over from one calendar year to the next.

And all other Holidays observed by the Employer.

- (b) Holiday Pay. An eligible full-time employee shall be compensated for each Employer holiday which occurs while the employee is on the payroll, whether or not worked by the employee, at the employee's base rate for eight hours. An eligible part-time employee shall be compensated for each such Employer holiday at the proportion of hours normally worked versus full-time hours. Any hours required by the Employer to be worked on an Employer holiday (except for employee's individually scheduled floating holiday) shall be compensated at the rate of twice the employee's hourly base rate, in addition to holiday pay.
- (c) No Charge against Vacation Credit. A holiday occurring during an employee's scheduled vacation shall not be charged against accrued vacation credits.

- (d) Holidays falling on Saturday shall be observed the proceeding Friday unless otherwise designated. Holidays falling on Sunday shall be observed the following Monday unless otherwise designated.
- (e) If the employee calls in sick the day before or the day after a holiday, the employee will not be paid for the holiday unless the employees absence[s] are due to a bona fide medical condition supported by written medical verification presented upon return to work.

SECTION 8.2 Vacations

- (a) ~~Effective January 1, 2009, all~~ All eligible employees will accrue vacation under the following schedule, provided that those employees with a 2008 vacation accrual rate that is higher than the schedule below will be grandfathered at the 2008 vacation rate until the schedule below provides greater or equal vacation accrual and thereafter vacation accrual for such employees shall be according to the schedule below:

	Length of Service	Total Annual Vacation Days
1)	Employees with 0 to 5 years' service	14 days
2)	Employees with over 5 to 9 years' service	16 days
3)	Employees with over 9 to 14 years' service	18 days
4)	Employees with over 14 to 20 years' service	22 days
5)	Employees with over 20 years' service	24 days

- (b) Paid vacation days shall not accrue during a leave of absence without pay or suspension. Where an employee is on disability leave and is using paid sick time he/she will continue to accrue ~~vacation~~ leave time only if it is a THA paid leave. Where the employee has exhausted all sick time and other paid leave and is on an unpaid leave of absence, regardless of whether workers compensation or disability insurance may be paying benefits to the employee, he/she would not continue to accrue ~~vacation~~ leave.
- (c) All vacation time must be earned/accrued. Employees in each department may make initial vacation selections by January 31 for that calendar year. The Employer will respond to such vacation requests by February 15 of that year. Employees are encouraged to take vacation a week at a time. In cases of scheduling conflicts, vacation time will be approved based on bargaining unit seniority. Employees are encouraged to take vacations to the amount of earned annual vacation. Employees may not carry over more than forty (40) days of vacation time. In the event that unforeseen circumstances beyond the employee's control prevented him or her from taking vacation during the year, accrued time in excess of forty (40) days up to a maximum of five (5) days may be cashed out as of December 31st of each year. Upon retirement or departure, the Employer shall pay no more than 40 days of accumulated vacation time.
- (d) Vacation time shall not be taken in units of less than one-half hour.
- (e) Subject to Section 8.2 (c), an employee who is separated from employment with the Employer shall be paid his/her accumulated vacation time at his/her current rate of pay in a lump sum at

the time of separation, except for instances when the employee is separated for cause, in which event the employee shall not be reimbursed for accumulated unused vacation time. ~~Under no circumstances may any~~ An employee may not elect to take unpaid time off of work when leave time of any type is available to him/her.

- (f) New employees will accrue vacation days during their probationary period but will not be entitled to use vacation leave until after the successful completion of the probationary period. If the new employee does not successfully complete probation and is terminated, he or she is not entitled to a cash-out of any vacation leave.
- (g) All vacations and leave must be approved in advance by the employee's supervisor, in writing.
- (h) Employees shall make their requests for vacation use in advance with proper notice to their supervisor. Proper notice will constitute at least one day notice for each day requested, except in the case of a catastrophic event.

SECTION 8.3 Medical Sick Leave

- (a) Employees shall ~~accumulate~~ accrue sick leave at the rate of one day per month or 12 days per year. All sick time must be ~~accumulated~~ accrued prior to taking it. In the event that any employee is sick and has no approved sick time, vacation time shall be charged. In the event that the employee has no sick or vacation time ~~accumulated~~ accrued, the employee shall not be paid for time missed. ~~No~~ An employee may not elect to take unpaid time off of work when any leave time of any type is available to the ~~employee~~ him/her.
- (b) Sick leave shall not be taken in increments of less than one-half hour.
- (c) Paid sick days shall not accrue during a leave of absence without pay or suspension. Where an employee is on a disability leave and is in a paid leave status, he/she will continue to accrue sick leave. Where the employee is in an unpaid leave status, for whatever reason, including during an occupational injury leave or disability insurance leave, the employee will not continue to accrue sick leave.
- (d) An employee who is unable to report to work as scheduled because of illness, injury, accident or due to state or federal family and medical leave reasons shall ~~immediately~~ notify the employee's immediate supervisor or designee prior to the start of their workday. ~~An absence not reported as required by this subsection shall be recorded as an absence without pay, although the Employer in its sole discretion may waive this requirement for good cause shown.~~ The Employer may require a physician statement or other proof of the medical necessity for any absence for which sick leave has been used.
- (e) Employees may use sick leave for reasons of illness, injury, accident, medical or dental appointments or in accordance with State or Federal Family Leave Acts up to a maximum of the employee's standard work shift.
- (f) The State and Federal Family Leave Acts are part of the Employer's sick leave policy and shall apply to employees covered under this Agreement.
- (g) An employee who is separated from employment due to retirement for disability or length of service, or death shall be compensated to the extent of 50% of his/her accrued sick leave, up to a maximum accumulation of 960 hours (480 hours paid). An employee who is separated from

employment for reasons other than retirement or death, shall be compensated to the extent of 25% of his/her sick leave accrued up to a maximum accumulation of 960 hours (240 hours paid). In the event that separation results from the employee's death, the Employer shall pay this same compensation to the employee's estate or successor, as provided by law.

- (h) An extension of a medical leave of absence for a period not to exceed total leave of six (6) months may be granted if mutually agreed between the Employer and employee.

SECTION 8.4 Death in Employee's Family

Employees shall be granted four days' Administrative Leave with Pay upon the death of an immediate family member.

Immediate Family Member: Spouse, registered domestic partner, father, mother, stepparent, mother-in-law, father-in-law, foster parent, brother, sister, stepchild, child, foster child, adopted child, child for whom the employee has parenting responsibility, grandparents, or grandchild of employee.

For the purpose of attending the funeral a maximum of one days' Administrative Leave with pay may be granted for the death of son-in-law or daughter-in-law of the employee or the death of the employee's spouse's or employee's registered domestic partner's foster parent, brother, brother-in-law, sister, sister-in-law, stepchild, child, foster child, grandparents or grandchildren.

SECTION 8.5 Jury and Witness Duty

An employee who is subpoenaed for jury duty or as a witness shall be granted a leave of absence. Immediately upon receipt of a subpoena, and prior to the leave of absence, the employee shall provide a copy of the subpoena to the immediate supervisor. An employee who is granted leave for jury duty shall be compensated at the regular rate for each hour absent from work for such duty, not to exceed eight hours per day, less all compensation other than reimbursement for travel expenses received for jury duty. The status of a probationary employee shall be extended an hour for each hour absent due to jury and witness duty. The Employer may require written documentation of the dates of duty and the compensation received.

SECTION 8.6 Military Duty

State and Federal law will apply to define benefits to employees fulfilling military duty to the government.

SECTION 8.7 Leave of Absence Without Pay

The Employer may grant leaves of absence without pay for purposes other than medical leave for a period not to exceed four (4) months. However, the terms of such leaves of absence, including a specific return date, must be in writing.

An employee on an approved leave of absence without pay shall retain all seniority rights and shall be entitled to the same or a comparable position upon returning to employment. An employee on leave of absence without pay shall not be entitled to or accrue any of the benefits of this Agreement; provided, however, that employees on leave of absence without pay may self-pay insurance premiums if permitted by the policies of the provider and in accordance with then current law.

**ARTICLE 9
EDUCATION/TRAINING**

SECTION 9.1 Education and Training Programs

Each regular employee who is in a pay status is encouraged to participate in educational programs which will mutually benefit the Employer and employee. Management reserves the right to identify an appropriate training schedule/program for all newly hired employees.

SECTION 9.2 Orientation Sessions

The Employer shall provide a new employee orientation session. It will include introduction to shop stewards, **if such a position is established per Section 3.2 Union Representatives and Activity.**

**ARTICLE 10
DEFINITION OF SENIORITY**

SECTION 10.1 Definition of Seniority

Seniority shall be defined as an employee's length of continuous full time employment with the Employer in a bargaining unit position.

SECTION 10.2 Accrual of Seniority

For the purpose of continuous employment, the original date of hire shall be observed, unless broken as referred to in Section 10.3 Loss of Seniority, but seniority shall not accrue during either (a) time of separation of one year or less due to layoff (See Section 14.2 Recall) or (b) time of temporary transfer or promotion to nonbargaining unit positions (See Section 10.3 Loss of Seniority). Seniority accrual will resume when the employee resumes the bargaining unit position.

SECTION 10.3 Loss of Seniority

Seniority shall be lost upon resignation, retirement, discharge, layoff (after one year in case of layoff only), failure to report to work within five working days after notice by registered mail of recall from layoff, or a temporary transfer or promotion to a non-bargaining unit position for a period that exceeds 120 days, provided that Employer and Union may extend this 120-day period for a particular employee by written agreement.

SECTION 10.4 Seniority for Vacation and Overtime

- a. Seniority will be observed in prioritizing vacation requests submitted at the same time for the same vacation period.
- b. Overtime shall be assigned to the employee currently assigned to the impacted **building worksite and then AMP** or where two or more employees have substantially the same abilities and qualifications for needed overtime hours, needed overtime hours will be offered first to the more senior employee at that **building work site and then AMP. When employees are unable to work overtime at their assigned AMP, overtime hours will be offered to the most senior maintenance employee available to perform the work.**

ARTICLE 11 JOB VACANCIES

SECTION 11.1 Vacancy Posting

- (a) The Executive Director has the primary authority for the recruitment and screening of applicants for vacant bargaining unit positions. The Executive Director, or designee, shall decide the relative qualifications, skills, abilities, attendance record, and discipline record of an applicant for a position. First consideration for positions shall be given to bargaining unit employees provided that such employees have the qualifications, skills, abilities, attendance record, and discipline record for the position in question. When these factors for two or more applicants for a given position are substantially equal, as determined by the Employer, seniority shall be the determining factor.
- (b) For all positions not filled by an existing union employee pursuant to subparagraph (a), the Employer agrees to notify the Union of such an opening and to consider candidates referred by the Union. Said notice will include job title, pay grade, and a statement of minimum qualifications. The position will be posted for three (3) working days. The Employer reserves the right to advertise all openings to the public at large and to select the most qualified candidate for any position.
- (c) Employees who wish to apply for posted positions must ~~submit a resume, Tacoma Housing Authority employment application, and a letter of interest to the Human Resources Department or designee.~~ apply online through the THA website on www.tacomahousing.org.
- (d) New hires and personnel in new positions may not apply for promotions, transfers, etc. for six months; unusual circumstances may be open for discussion.

SECTION 11.2 Notification of Union

The Employer has the final choice as to whom it hires, and it shall notify the Union within 72 hours of hire of a new employee, Saturday, Sunday and holidays excepted.

SECTION 11.3 Temporary Employment

The Employer may hire temporary employees for peak workloads, or replacement of employees on leave. The Union will attempt to meet the temporary employment needs of the Employer. If the Union is unable to meet these needs, the Employer may hire from outside sources.

All temporary employees performing bargaining unit work shall not be paid less than the minimum hourly wage as set in Schedule A and if the temporary employee is a member of a Pierce County Building Trades member union and if the temporary employee is a participant in one or more multi-employer employee benefit trust plans as a result of employment through such union membership, then THA will pay on the temporary employee's behalf, the then applicable fringe benefit contribution amounts as specified in the appropriate local union trust agreements. No other benefits or compensation shall apply for temporary employees, except that when a temporary employee is hired as a regular employee with no break in service, the vacation, sick leave and seniority for the employee shall be calculated using the date of hire as a temporary employee. As used in this Section, "break in service" means an absence from employment with the Employer of 30 calendar days or more.

The Tacoma Housing Authority will sign an appropriate compliance agreement with the Union[s] furnishing temporary employees to the Housing Authority to effectuate the provisions of this Section 11.3. If the employer, after consultation with the union, determines that it needs a temporary employee from a local union affiliated with the PCBCTC to work at a skill level greater than the top skill level of the Maintenance Specialist classification, then the parties will adopt an appropriate compliance agreement with the affiliated union that will, among other terms, specify the rate of pay and benefit contribution amount for that position.

SECTION 11.4 Emergency Short-Term Employment Program

Each calendar year, the Employer shall have the opportunity to utilize up to five-hundred (500) hours of emergency short term employment to accomplish sudden, unplanned and necessary tasks. All emergency short term employees shall not be paid less than the minimum hourly wage as set in Schedule A. No other benefits or compensation shall apply for emergency short-term employees. Emergency short-term employees will not be required to join the union. The parties agree that temporary short-term employees are excluded from the bargaining unit covered by this Agreement.

Emergency short term employment program hours will not accrue from one calendar year to the next.

ARTICLE 12 PERFORMANCE EVALUATIONS

SECTION 12.1 When Performed

The Employer shall conduct a performance evaluation immediately prior to the end of the 120-day probationary period following an employee's date of hire or rehire and thereafter each year ~~immediately prior to the anniversary date of service~~ immediately prior to the anniversary date of service during the month designated for maintenance evaluations. The Employer may periodically conduct additional performance evaluations as it sees fit.

SECTION 12.2 Procedure

Performance evaluations shall be conducted by the employee's immediate supervisor or other manager as the Executive Director directs. A copy of the written evaluation form shall be reviewed with and given to the employee, who shall acknowledge receipt in writing, and who may comment in writing on the evaluation. The employee may discuss the evaluation with the Department Director, and shall have the right to have a Union representative present during any such discussion.

ARTICLE 13 DISCIPLINE AND TERMINATION OF EMPLOYMENT

SECTION 13.1 Discipline and Discharge of Regular Employees

(a) All disciplinary actions against regular employees shall be conducted in a fair manner, and shall be consistent with the infractions for which disciplinary action is being taken. All suspensions and discharges shall be stated in writing and the reason stated, and a copy given to the employee within five (5) working days of the date of said suspension. Appropriate due process shall apply.

(b) Disciplinary actions will normally be taken in the following order:

- 1) Oral warning, with written documentation
- 2) Written reprimand
- 3) Probation or suspension without pay
- 4) Discharge

The above sequence need not be followed if an infraction is sufficiently severe to merit immediate written reprimand, probation, suspension or discharge. No regular employee shall be penalized, discharged, or suspended without just cause.

- (c) A regular employee **or Union representative shall be informed as to the cause of any disciplinary meeting. The employee** shall **also** have the right to have a shop steward or Union representative, if one is reasonably available, at all disciplinary meetings and shall be so informed when summoned to such meetings.
- (d) The Employer shall not pay any compensation other than salary for hours actually worked to any employee discharged for just cause.

SECTION 13.2 Discipline and Discharge of Other Employees

The provisions of Section 13.1, Discipline and Discharge of Regular Employees, do not govern the Employer's discipline or discharge of probationary or temporary employees or other employees.

SECTION 13.3 Resignation

An employee may resign, including for retirement or medical disability, upon advance written notice of not less than two calendar weeks to his immediate supervisor. The Employer shall not pay any compensation other than salary for hours actually worked to any employee who resigns without giving such notice. No employee will be discharged without two (2) weeks' notice or two (2) week's pay (including holiday pay when applicable) in lieu of the two (2) weeks' notice unless such discharge is for just cause.

ARTICLE 14 LAYOFFS

SECTION 14.1 Reduction in Force

The Employer has the primary authority for the selection of positions or personnel to be separated due to a reduction in force. In the event of a reduction in force, the Employer shall first determine how many positions of each job title(s) to eliminate. The Employer shall attempt to accomplish the lay-off by volunteers within the job title. If there are no or insufficient volunteers, the Employer will assess the then current relative existing qualifications, skills, abilities, attendance record, and discipline record. If the Employer determines that these factors are substantially equal, the selection for lay-off shall be made in reverse seniority. If the Employer determines that these factors are not substantially equal, then it may make the selection for lay-off without regard to seniority.

An employee shall be given two weeks' notice of layoff or two weeks' pay in lieu thereof.

SECTION 14.2 Recall

Any regular employee laid off shall be placed on a recall list for a period of one year. A regular employee recalled and reinstated within that time to the employee's former or comparable position shall receive the former rate of pay as adjusted by wage increases applicable to the job title during the period the employee was on the recall list. Recall shall occur by job title according to the same factors set forth in Section 14.1 Reduction in Force.

Any notice of re-employment to a laid-off employee shall be by certified mail, return receipt requested, to the last known address of such laid-off employee. It is the responsibility of each employee to keep the Employer advised of any changes in telephone number or address.

On rehire of a laid-off employee, he or she shall be granted the option of paying back vacation leave at time of reinstatement.

**ARTICLE 15
SERVICE FILES**

- (a) The Employer maintains personnel files for all of its employees. Upon written request to the Employer, an employee will be provided with reasonable opportunity to review or copy his/her personnel file during normal business hours.
- (b) A service record shall be maintained for every employee and shall contain all information pertinent to his/her employment.
- (c) It is the employee's responsibility to report promptly all changes regarding name, address, telephone number, marital status, number of dependents, or other pertinent information to the Employer.
- (d) An employee shall have an opportunity to submit written comments on material placed in his/her file by the Employer. This shall be done by sending such comment to the Employer with a copy to the employee's supervisor.

**ARTICLE 16
AFFIRMATIVE ACTION AND DISCRIMINATION**

The employer will not discriminate against an employee for union activity.

It is agreed and recognized by the Tacoma Housing Authority and the Pierce County Washington Building and Construction Trades Council that the Tacoma Housing Authority is an equal opportunity employer, and that the Tacoma Housing Authority and said Union will not discriminate against any employee or job applicant because of race, creed, color, national origin, sex, age, marital status, familial status, disability, ancestry, sexual orientation, gender identity or any other status protected by applicable law. To the extent permitted by law, the Employer and the Union will take affirmative action to ensure that applicants are employed and employees are treated during their employment without regard to race, creed, color, national origin, sex, age, marital status, familial status, disability, ancestry, sexual orientation, gender identity or other protected characteristic.

In accordance with 24 CFR Part 135, Section 7 and any other applicable law or regulation, the Employer will, to the greatest extent feasible and consistent with this Agreement, give opportunity for training and employment to lower income residents of THA programs.

Employees shall have the right to present grievances individually, as a group, or through their designated representatives. In so doing, employees shall be assured of freedom from restraint and interference.

ARTICLE 17 DISPUTE RESOLUTION

Employees are encouraged to meet with their immediate supervisor to solve any questions, misunderstandings or complaints, which may arise from time to time. Any dispute between an employee and the Employer concerning the interpretation and applications of this Agreement shall be resolved as follows:

SECTION 17.1 Informal Settlement of Complaints

An employee shall discuss any complaint with such employee's immediate supervisor, if applicable, as soon as possible after the occurrence or circumstances giving rise to the complaint. Any settlement, withdrawal or disposition of the complaint at this informal settlement stage shall not be a binding precedent in the settlement of similar complaints or grievances. The employee's immediate supervisor, if applicable, shall respond to such complaints within five (5) working days. An employee shall have the right to Union representation upon request.

SECTION 17.2 Grievance Settlement Procedure

"Grievance" as used for the purposes of this Article is limited to matters that involve an allegation by a bargaining unit member that the Employer has violated a specific provision of this Agreement which has not otherwise been excluded from the grievance procedure.

SECTION 17.3 Steps

Step 1: A grievance may be taken up between the employee and his/her immediate supervisor, if applicable, within five (5) working days of its occurrence or the employee's knowledge of such occurrence.

Step 2: In order to pursue grievances not settled at Step 1, the employee and/or shop steward or Union representative shall reduce the grievance to writing and refer it to the shop steward or Union representative, the employee's department head, if applicable, and the Employer's Human Resource Office within five (5) working days from the date the grievance was discussed with and responded to by the immediate supervisor, if applicable, or other representatives of the Employer. Thereafter, the department head, shop steward or Union representative and/or employee will attempt to settle the grievance within ten (10) working days of the delivery of the grievance to the shop steward or Union representative, the department head, and the Employer's Human Resource Office. Grievances not so referred shall no longer be considered in dispute. The written grievance shall include:

1. The name and position of the employee by or on whose behalf the grievance is brought
2. The date of the circumstances giving rise to such grievance and the date of the employee's first knowledge thereof, if later
3. A summary of the actions precipitating the grievance in enough detail to clearly define employee's position

4. The specific provision or provisions of this contract alleged to control the proper resolution of this grievance
5. The remedy or relief sought by the employee
6. The signature of the person submitting the grievance on behalf of the employee and such person's name and position if other than the aggrieved employee

The department head shall respond in writing.

If the grievance is not resolved within ten (10) working days of the delivery of the written grievance, the grievance may proceed to Step 3.

Step 3: Grievances not settled at Step 2 shall be submitted by the shop steward or Union representative and/or employee to the Executive Director, or designee, within five (5) working days from the date the department has responded in writing. Grievances not so referred shall no longer be considered in dispute. The Executive Director, or designee, shall immediately investigate the grievance and shall respond in writing within ten (10) working days.

Step 4: If the grievance is not resolved pursuant to Step 3, the Business Representative, shop steward, Union representative and/or employee and the Executive Director, or designee, shall meet within five (5) working days from the date of the Executive Director's written response. Grievances not so referred shall no longer be considered in dispute. The Executive Director shall respond in writing within ten (10) working days. If the grievance is not resolved at this Step, the grievance may be submitted to binding arbitration.

If an employee uses the informal settlement section and determines the matter needs further resolution through the formal disputes procedure, the time frames of discovery or knowledge shall be extended to give reasonable time to investigate and confer with representatives, but reasonable time shall not exceed five (5) days following the response of the ~~Maintenance Manager-Superintendent/supervisor or designee~~ **Maintenance** to the informal investigation, except by mutual consent of both parties.

The above time frames can be modified by mutual agreement of the Union and the Employer.

SECTION 17.4 Binding Arbitration

Any grievance not settled, withdrawn or otherwise resolved by the grievance settlement procedure may be submitted to arbitration. A demand for arbitration shall be served in writing within 60 calendar days of the occurrence or circumstances giving rise to the grievance, signed by both the affected employee(s) and the Business Representative.

The parties may select the arbitrator by agreement. If they are unable to do so within ten (10) working days after submission of the demand for arbitration, the parties shall jointly request the Public Employment Relations Commission (PERC) or the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven persons from which the parties shall select an arbitrator by the process of elimination, each party, in turn, striking a name from the panel until one remains. The right to strike the first name from the panel shall be determined by lot. The parties shall request the agency to appoint as the arbitrator the person whose name remains. The parties shall share equally the arbitrator's fee. All other costs, including legal fees, shall be borne by the party incurring them.

SECTION 17.5 Arbitrator Authority

The arbitrator's decision shall be based solely on the evidence submitted at the hearing. The arbitrator shall have authority only to interpret the applicable provisions of this Agreement and to order an appropriate remedy, which does not conflict with its terms. The arbitrator shall not have authority to award a remedy for a grievance if the procedures outlined in this Article have not been followed, or to award a remedy which is punitive in nature or which affects any employees other than those submitting the grievance.

SECTION 17.6 Untimely Action

Failure to file a grievance, process the grievance as set forth in this section, or demand arbitration within the time limits prescribed by this Article shall constitute a waiver of the grievance and the right to arbitration.

SECTION 17.7 Grievance Termination

A grievance may be terminated at any time upon receipt of a signed statement from the employee or duly authorized Union representative stating the matter is no longer at issue.

**ARTICLE 18
UNION-MANAGEMENT COMMITTEE**

SECTION 18.1 Purpose

A union-management committee is established. The committee will consist of two Employer representatives and two Union representatives, or otherwise as mutually agreed upon. One of the Union representatives shall be from the Pierce County, Washington Building & Construction Trades Council.

SECTION 18.2 Meetings

The committee shall convene upon the request of either party.

Prior to the meeting, subject matters may be submitted by either party. A written agenda will be prepared. The agenda may be supplemented by agreement of both parties.

SECTION 18.3 Scope

The committee may discuss the following topics:

1. Administration of the contract,
2. problems which may affect bargaining unit members,
3. dissemination of items of a general interest to all parties,
4. training needs and policies of the employer,
5. planned reductions in force (RIF),
6. performance evaluation system design,

7. other items as mutually agreed upon.

The committee shall have no power to bind either party. It is intended for informal discussion.

The committee is not intended to prevent the parties' practice of informal discussion.

**ARTICLE 19
STRIKES, WORK STOPPAGES AND LOCKOUTS**

During the term of this Agreement, there shall be no lockouts, and the Union and its members shall not cause, sanction, condone or take part in any strike; except that it is not a violation of this Agreement for an employee to refuse to pass a bona fide picket line established by any union.

**ARTICLE 20
SAFETY**

All employees shall be provided safe, sanitary and healthful working conditions.

**ARTICLE 21
EFFECTS OF OTHER LAWS**

If any part or provision of this Agreement is determined by a court or other tribunal acting within its jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall remain in effect. The Employer shall have the right to modify any term or condition of employment in order to comply with an order of such court or tribunal or to conform to any other applicable legal requirement, and such modification shall not be deemed a breach of this Agreement.

**ARTICLE 22
CONTRACT TERM AND TERMINATION**

This Agreement shall become effective June 1, ~~2008~~ 2011 and shall remain in effect until May 31, ~~2011~~14. The Agreement may be re-opened by ~~mutual~~ consent of both parties for the purposes of negotiating changes in wages and insurance benefits, provided that either party may reopen this Agreement on July 1, ~~2010~~2012 and/or July 1, 2013 solely for the purpose of negotiating wages and insurance benefits. Either party may exercise this re-opener by sending a notice to the other party postmarked or received by May 1, ~~2010~~2012 and/or May 1, 2013. If one party sends a re-opener notice, then all issues pertaining to wages and insurance benefits shall be open for negotiation by either party. Either party shall give sixty (60) days written notice prior to the Agreement's expiration date of its desire to negotiate the next Agreement. Upon such notice, the parties shall proceed to negotiate a new Agreement.

Signed this _____ day of _____, ~~2009~~2011

FOR THE EMPLOYER:
HOUSING AUTHORITY OF THE CITY OF
TACOMA

FOR THE UNION:
PIERCE COUNTY, WASHINGTON
BUILDING & CONSTRUCTION TRADES
COUNCIL

Michael Mirra
Executive Director

Mark Martinez
Executive Secretary

**SCHEDULE A
MAINTENANCE SPECIALIST WAGE SCALE**

Job Title	July 1, 2011 Hourly Salary Range*		July 1, 2012 Hourly Salary Ranges*		July 1, 2013 Hourly Salary Ranges*	
	LOW	HIGH	LOW	HIGH	LOW	HIGH
<u>Maintenance Specialist</u>	<u>\$15.50</u>	<u>\$22.00</u>	<u>Tbd</u>	<u>Tbd</u>	<u>Tbd</u>	<u>Tbd</u>

*Note: Salary range does not include any differentials

<u>July 1, 2011</u>	<u>July 1, 2012</u>	<u>July 1, 2013</u>
<u>0% increase</u>	<u>TBD in Opener</u>	<u>TBD in Opener</u>

COMPETENCY PROGRESSION	WAGE PER HOUR	July 1, 2008	July 1, 2009	July 1, 2010 TBD in Opener
		3% increase	3% increase	
Minimum of 1 required competency	\$15.0000	\$15.4500	\$15.9135	TBD
Minimum of 2 required competencies	\$16.0000	\$16.4800	\$16.9744	TBD
Minimum of 3 required competencies	\$16.5000	\$16.9950	\$17.5049	TBD
Minimum of 4 required competencies	\$17.0000	\$17.5100	\$18.0353	TBD
Minimum of 5 required competencies	\$18.0000	\$18.5400	\$19.0962	TBD
Top of Range	\$20.5000	\$21.1150	\$21.7485	TBD

In addition to the above wage rates, ~~effective January 1, 2009~~ and for the duration of this contract, the Employer will also pay a wage supplement amount equal to \$1.13 (one dollar and thirteen cents) per hour for each regular status bargaining unit employee covered by this Agreement. This wage supplement will not be increased by ~~the three percent (3%) any subsequent~~ any subsequent wage increase ~~effective July 1, 2009 or by any other general wage increase negotiated to be effective during the life of this Agreement.~~ This wage supplement amount is subject to adjustment due to health insurance increases as provided in Section 7.32.

New employees will be hired and placed within the range based on their previous experience and training as assessed and determined by the Employer. The Union and Employer to agree to adopt the Employer's salary range placement procedure in effect for OPEIU and Non-Represented positions. This procedure will be adopted with the following stipulations:

1. Agree to an 18-month trial period during which the salary range placement procedure will be in effect;
2. During the trial period, the Union and the Employer agree to ongoing case-by-case reviews, as requested by the union; and

3. Agree to an 18-month overall review, by an outside compensation consultant of the Employer's choice, with the final report available to the Union and Employer.

If after reviewing the consultant's report, the union has objections to the salary range placement procedure; the union may submit written objections within 30 days of its receipt of the consultant's report. The parties will then bargain over those objections. The salary range placement procedure will remain in effect during such bargaining. Any changes to the salary range placement procedure will be based on the outcome of those negotiations.

~~The required competencies are in the areas of (1) Construction, (2) Maintenance, (3) Hardware, (4) Plumbing and (5) Safety, Customer Relations and Human Relations. The Employer reserves the right to establish the competencies and requirements for this position.~~

~~Current employees will be assessed using the new methodology created in conjunction with Bates Technical College or other reasonably comparable contractor. The assessments will be performed after the new assessment methods are finalized. Once assessed, employees will be placed within the wage scale based on their assessed competencies, provided that no employee will take a reduction in pay. Any wage increase required by the assessment results will be reflected in the employee's paycheck for the next pay period. The Employer will conduct annual assessments for all employees who have not been previously assessed or who have not achieved all five competencies. If the Employer determines through a reassessment that an employee has acquired more of the required job competencies, that employee will progress as defined in the wage scale. New employees will be assessed upon hire and placed within the range according to the results of the assessment.~~

~~The above schedule is solely for the purpose of wage progression and does not set a schedule, timeline or deadline to acquire required competencies. Employees whom the Employer determines do not attain the competencies may be subject to progressive disciplinary action that may eventually result, if not corrected, in dismissal.~~

LETTER OF UNDERSTANDING
THE PERFORMANCE EVALUATION

Employer and the Union agree to work through the Labor Management Committee established in Article 18 to discuss the form of a performance evaluation system.

**LETTER OF UNDERSTANDING
ADDITIONAL PROPERTIES**

The parties agree to continue in full force and effect the THA-PCWBCTC-OPEIU Agreement dated December 2006 pertaining to additional properties. **After ratification of the Agreement, upon written notice to the other party, THA and the Union agree to confer and discuss additional changes to the Agreement.**

LETTER OF UNDERSTANDING

All changes to this contract become effective the first full payperiod following ratification by the union membership and the THA Board of Commissioners.

LETTER OF UNDERSTANDING
GROUNDS AND/OR CUSTODIAL WORK

The parties wish to enter into this CBA but agree to continue discussing whether to create a new job description and wage rate for custodial and/or grounds work or whether such work should be contracted out. Such discussion will be concluded by March 31, 2009.

APPENDIX A

An employee's eligibility to participate in employee benefits is based upon their employment status.
See chart below:

	<i>Newly Hired Probationary Employees*</i>	<i>Regular employees 40 hrs</i>	<i>Regular Employees regularly scheduled for 24 or more hrs but less than 40</i>	<i>Regular Employees regularly scheduled for less than 24 hrs</i>	<i>Temporary Employees</i>
Holiday	<ul style="list-style-type: none"> ▪ Eligible for Company-paid ▪ Not Eligible for Floating 	Eligible	Eligible / Pro-Rated	Eligible / Pro-Rated	Not Eligible
Vacation	Accrues but Not Eligible to use until end of Probation	Eligible	Eligible / Pro-Rated	Eligible / Pro-Rated	Not Eligible
Medical Leave and Other Leaves	Eligible to use Accrued Leave	Eligible	Eligible / Pro-Rated	Eligible / Pro-Rated	Not Eligible
<u>Long Term Disability**</u>	<u>Eligible</u>	<u>Eligible</u>	<u>Eligible</u>	<u>Not Eligible</u>	<u>Not Eligible</u>
<u>Employee Assistance Program**</u>	<u>Eligible</u>	<u>Eligible</u>	<u>Eligible</u>	<u>Not Eligible</u>	<u>Not Eligible</u>
Medical Flexible Spending Accounts**	Eligible	Eligible	Eligible	Not Eligible	Not Eligible
Dependent Care Flexible Spending Account**	Eligible	Eligible	Eligible	Not Eligible	Not Eligible
Public Employees Retirement System (PERS)	Eligible	Eligible	Eligible / Pro-Rated	Eligible/Pro-rated based on PERS minimum req. of 70 hours/month for 5 months per calendar year.	Not Eligible
Deferred Compensation	Eligible	Eligible	Eligible	Eligible	Not Eligible
Northwest Laborers-Employers Health and Security Trust Fund	Eligibility for the Northwest Laborers-Employers Health and Security Trust Fund is as defined in the Trust document.				

*Note: Newly promoted probationary employees do not have the same restrictions on benefit eligibility. Newly promoted probationary employees are eligible based on their hours worked per above chart.

**Note: The actual terms for employee eligibility are defined in the insurance plan Summary Plan Description.

APPENDIX B

VACATION ACCRUAL SCHEDULE

-	LAST NAME	FIRST NAME	HIRE DATE	-CURRENT YRS	08 ANNUAL VACATION ACCRUAL	JAN-09 YRS	NEW SCHEDULE ACCRUAL RATE Jan 1, 09
-	-	-	Before 1/1/01	-	-	-	-
1	KIMBLER	MARK	9/28/81	26	27 days	27	27 days*
2	KUBOTA	LLOYD	1/17/83	24	27 days	24	27 days*
3	MILES	JOYCE	2/19/92	16	22 days	16	22 days
4	PADILLA	SAUL	4/14/92	16	22 days	16	22 days
5	LOPEZ	ISAIAS	8/8/96	11	19 days	12	18 days**
6	MURPHY	LEONARD	6/8/98	9	19 days	10	18 days**
7	SHELDON	JIMMIE	10/15/98	9	19 days	10	18 days**
8	TADURAN	RODRIGO	11/29/00	7	17 days	8	16 days**
-	-	-	After 1/1/01	-	-	-	-
9	RHODES	ALLEN	3/1/01	7	14 days	7	16 days
10	CARR	STEPHEN	8/13/01	6	14 days	7	16 days
11	DREW	MATT	7/22/02	5	14 days	6	16 days
12	OROSCO	MICHELLE	5/9/05	3	12 days	4	14 days
13	BRIGGS	GLENN (TONY)	8/7/07	1	12 days	1	14 days
14	DECASTRO	ED	9/24/07	1	12 days	1	14 days
15	BIRD	BRANDON	4/30/08	<1	12 days	<1	14 days
16	ANDERSON	DERRICK	8/25/08	<1	12 days	<1	14 days
17	OPEN						
18	OPEN	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	*Mark and Lloyd would be grandfathered at 27 days each			-	-	-	-
-	** Employee will be grandfathered at their current rate until the new scale gives them more days			-	-	-	-

	<u>FIRST NAME</u>	<u>LAST NAME</u>	<u>HIRE DATE</u>	<u>Current Years</u>	<u>Vacation Accrual Rate</u>
<u>1</u>	<u>MARK</u>	<u>KIMBLER</u>	<u>9/28/81</u>	<u>29</u>	<u>27</u>
<u>2</u>	<u>LLOYD</u>	<u>KUBOTA</u>	<u>1/17/83</u>	<u>28</u>	<u>27</u>
<u>3</u>	<u>JOYCE</u>	<u>MILES</u>	<u>2/19/92</u>	<u>19</u>	<u>22</u>
<u>4</u>	<u>SAUL</u>	<u>PADILLA</u>	<u>4/14/92</u>	<u>19</u>	<u>22</u>
<u>5</u>	<u>ISAIAS</u>	<u>LOPEZ</u>	<u>8/8/96</u>	<u>15</u>	<u>22</u>
<u>6</u>	<u>LEONARD</u>	<u>MURPHY</u>	<u>6/8/98</u>	<u>13</u>	<u>18</u>
<u>7</u>	<u>JIMMIE</u>	<u>SHELDON</u>	<u>10/15/98</u>	<u>12</u>	<u>18</u>
<u>8</u>	<u>RODRIGO</u>	<u>TADURAN</u>	<u>11/29/00</u>	<u>10</u>	<u>18</u>
<u>9</u>	<u>ALLEN</u>	<u>RHODES</u>	<u>3/1/01</u>	<u>10</u>	<u>18</u>
<u>10</u>	<u>STEPHEN</u>	<u>CARR</u>	<u>8/13/01</u>	<u>10</u>	<u>18</u>
<u>11</u>	<u>MATT</u>	<u>DREW</u>	<u>7/22/02</u>	<u>9</u>	<u>16</u>
<u>12</u>	<u>MICHELLE</u>	<u>OROSCO</u>	<u>5/9/05</u>	<u>6</u>	<u>16</u>
<u>13</u>	<u>TONY</u>	<u>BRIGGS</u>	<u>8/7/07</u>	<u>4</u>	<u>14</u>
<u>14</u>	<u>BRANDON</u>	<u>BIRD</u>	<u>4/30/08</u>	<u>3</u>	<u>14</u>
<u>15</u>	<u>DERRICK</u>	<u>ANDERSON</u>	<u>8/25/08</u>	<u>2</u>	<u>14</u>
<u>16</u>	<u>GREG</u>	<u>WRIGHT</u>	<u>6/8/09</u>	<u>2</u>	<u>14</u>
<u>17</u>	<u>TAFAYAT</u>	<u>BRYANT</u>	<u>6/8/09</u>	<u>2</u>	<u>14</u>
<u>18</u>	<u>GARY</u>	<u>WHITWELL</u>	<u>11/2/09</u>	<u>1</u>	<u>14</u>
<u>19</u>	<u>CHRIS</u>	<u>GALLOWAY</u>	<u>11/4/09</u>	<u>1</u>	<u>14</u>
<u>20</u>	<u>OPEN</u>	-	-	-	-

RESOLUTION #2



TACOMA HOUSING AUTHORITY

RESOLUTION 2011-11-16 (2)

DATE: November 16, 2011
TO: Board of Commissioners
FROM: Michael Mirra, Executive Director
RE: Extension to Securetrans, LLC Security Contract

Background

THA has been using Securetrans, LLC for security services since 2010. The company is selling its assets to another firm. Also, the existing contract with Securetrans, LLC expired and needs to be extended. THA will re-bid this contract in early 2012 in order to fulfill its security needs. In the meantime, THA needs to extend the contract through June 2012 to secure security services until we can do that. We also wish to add language that will require the new company owner to guarantee existing pricing and services through the contract expiration.

Recommendation

Approve Resolution 2011-11-16 (2) authorizing the Executive Director to sign a contract amendment for the Securetrans, LLC. contract in the amount not-to-exceed \$360,000.



TACOMA HOUSING AUTHORITY

RESOLUTION 2011-11-16 (2)

WHEREAS, Tacoma Housing Authority (THA) has engaged the services of Securetrans, LLC for security work at each of the properties owned and/or managed by THA;

WHEREAS, the terms of contract must be amended;

WHEREAS, the length of the contract must be extended;

WHEREAS, the amount of the contract must be increased.

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

1. Approve Resolution 2011-11-16 (2) authorizing the Executive Director to sign a contract amendment for the Securetrans, LLC. contract in the amount not-to-exceed \$360,000.

Approved: November 16, 2011

Janis Flauding, Chairman



TACOMA HOUSING AUTHORITY

SECOND AMENDMENT TO THE SECURETRANS, LLC

AGREEMENT TO AMEND CONTRACT

The HOUSING AUTHORITY OF THE CITY OF TACOMA, WASHINGTON, a municipal corporation/political subdivision of the State of Washington, (referred to as "THA") and SecureTrans (referred to as "CONTRACTOR") as agree that the following sections of the contract are amended to read as follows:

A. Recitals

THA and Contractor are parties to a contract dated December 1, 2009 and amended September 17, 2010, for the provision of unarmed security services for THA ("Contract").

B. Miscellaneous Provisions

Section 9.1 No Subcontracting or Assignment

Add Paragraph: Contractor and or its successors or allowed assignee(s) may not, during the term of this contract extension, make any changes to the Operational Procedures, Guard Wages or Benefits, Standard Operating Procedures and Electronic Reporting System or make any other material change to the personnel, policies and procedures currently in operation at THA's locations covered under this contract.

C. Payment

2. Payment Maximum Possible Payment Amount

2.1 To increase the contract amount by an additional \$160,000. The overall contract amount shall not exceed \$360,000.

D. Contract Term

3. Contract Term

This Amendment No. 2 will extend the term of the contract for six months. The new contract term shall begin on November 7, 2011 and end on June 30, 2012

All the other terms and conditions of the contract shall remain unchanged.

TACOMA HOUSING AUTHORITY

SECURETRANS, LLC

Michael Mirra
Executive Director

Date: _____

Dated: _____