



# TACOMA HOUSING AUTHORITY

## BOARD OF COMMISSIONERS MEETING MINUTES REGULAR SESSION WEDNESDAY, January 23, 2013

The Commissioners of the Housing Authority of the City of Tacoma met in Regular Session at 902 South L Street, Tacoma, WA at 4:00 PM on Wednesday, January 23, 2013.

### 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 4:05 PM.

### 2. ROLL CALL

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

PRESENT	ABSENT
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#### Commissioners

- Janis Flauding, Chair
- Greg Mowat, Vice Chair
- Arthur C. Banks, Commissioner  
(arrived at 4:14 PM)
- Stanley Rumbaugh, Commissioner  
(arrived at 5:05 PM)
- Rose Lincoln Hamilton, Commissioner

#### Staff

- Michael Mirra, Executive Director
- Christine Wilson, Executive Administrator
- Ken Shalik, Finance and Administration Director
- April Davis, 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 @ 4:06 and proceeded.

### 3. APPROVAL OF MINUTES OF THE PREVIOUS MEETING

Chair Flauding asked for any corrections to or discussion of minutes for the Annual Session of the Board of Commissioners for Wednesday, December 19, 2012.

Commissioner Mowat moved to adopt the minutes, Commissioner Lincoln Hamilton seconded.

Upon roll call, the vote was as follows:

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

**Motion approved.**

#### 4. GUEST COMMENT

Hope Rehn apologized to the Board for last month. She reported that the SAFE by-laws are expected to be done by next month. She also stated that she is working with Nadine on getting people out who don't belong in the building.

Kischa McGee addressed the Board as a tenant of THA with concerns about "strengthening the frame of THA". She said the frame is weakened by the following issues:

- When calling the Switchboard at the Family Investment Center, the Receptionist does not know who you are asking for.
- The automated answering system does not work.
- Call-backs can take over 2 weeks.
- There is no acknowledgement that a maintenance or service request has been received. She said that she went to the office in August with a request and never heard a reply. She said that she dropped a work order request in the box inside the building. It concerned wasp nests around her house, a broken toilet and the refrigerator making a loud noise. She received a letter in August after her letter of July stating that she owed \$11 for someone to put a snake in the toilet. Also Maintenance came to my her while she was upstairs and just walked in. She called 911. The maintenance person jumped on his 4-wheeler and left. He came back and yelled outside my back door.
- I attended the HOP program at the 10:30 session because she wanted to know what will be expected of the tenants.

Chair Flauding asked if Ms. McGee could meet with April and Pat after the meeting to address her concerns. Director Black responded to the HOP question that policies are being developed at this time and the details will be finalized.

Kurt Miller, Vice President Tacoma School Board and Director of REACH thanked the Board for its funding of the programs to assist homeless youth. The program began on January 2, 2013 and works with 16 to 24 year olds who are homeless. It places them in host homes where caring adults can provide not only shelter but mentoring and positive life skills. Mr. Miller, in his capacity as a member of the Tacoma Public School Board,

also shared his appreciation of the Board's support for the THA McCarver Elementary School project. An increase in academic ability for the students enrolled in that program is a direct result of that support. Vice Chair Mowat thanked the school board for their collaboration.

## 5. COMMITTEE REPORTS

Real Estate Development Committee – Executive Director Mirra reported that the Board will have a brief executive session to discuss matters related to the Citibank loan and the sale of Salishan lots.

Finance Committee – Vice Chair Mowat reported the agency financials are in good order. A discussion of the response to sequestration and the recent audit finding will follow Ken's presentation.

Citizen Oversight Committee - Vice Chair Mowat reported that the Committee met in January. Members reviewed the Section 3 plan. There was also discussion regarding value engineering efforts due to the high cost of the bids received. Overall the Committee is in high spirits and committed to meeting goals. Going forward Commissioner Banks will be the representative in attendance.

## 6. ADMINISTRATIVE REPORTS

### Executive Director

ED Mirra referred the board to his report and welcomed questions. He reminded the Board that it adopted the 2013 budget at 2012 budget levels with a "shadow budget" should the full sequestration cuts of 8% occur. We were hoping to have some clarity from Congress by now. However, Congress has delayed the sequestration deadline until March. The Executive Report contains a proposal that we trigger the "shadow" expenditure delays but not the staff cuts. This proposal seems a reasonable response to the uncertainty for several reasons:

- A retroactive sequestration occurring in March would mean a 10% cut for THA through remainder of 2013.
- Immediate cuts to staff and the resulting disruption may be unnecessary.

We must also be mindful of the costs of delaying these expenditures:

- people on our waiting list will wait longer
- homeless families who need our rapid rehousing money will not receive it
- we will wait longer before showing that our various changes to our voucher program will allow us to increase the number of families we serve.

Commissioner Lincoln Hamilton questioned how HUD will respond to this. Director Black said HUD rates THA by whether THA serves its "baseline" number of households. However, this rating does not affect THA's allocation. Vice Chair Mowat discussed our surplus and reserves and asked whether they could support the rapid rehousing payment. Director Shalik said it could come out of the MTW reserves. Chair Flauding, Vice Chair Mowat and Commissioners Lincoln Hamilton and Banks agree with not eliminating any employees and instead only delaying the expenditures.

Executive director Mirra notes that at its February 1<sup>st</sup> study session the Board will discuss its new strategic directives. He also noted the various new elected officials serving our area in congress, the state legislature, the county council, and the city council.

### **Finance**

Director Shalik directed the board to the finance report, specifically lines 68 and 72 that show year-to-date surplus of 2 and 1.5 million (respectively). 2012 was a good year and THA's conservative budgeting allowed to surplus. The Section 8 HAP is \$600,000 under budget due to reserves being held at HUD. The due diligence money to the Hillside Terrace and LASA projects will be received in 2013. On line 61, the \$1.2 million under budget for the Section 8 HAP payments is due to our lease-up rate and the first year of rent reform. Our savings will get even better going forward. ED Mirra questioned if we are serving the baseline number of households. Director Black replied that we are just below baseline. ED Mirra commented that the rapid rehousing will ramp up our rate. Director Shalik said that closing the 2012 books is in process and he expected to meet the February 28<sup>th</sup> deadline to get it done.

Director Shalik reported that the audit exit conference was held last week. No finding with the single financial audits. The accountability audit, however, produced a finding for providing "food and entertainment" at the summer and winter events with no policy in place. A discussion ensued about what the board's view of the finding and the expenditures. ED Mirra said that staff would be presenting a proposed policy to the Board in March. He said that he expected that it would allow for these expenditures for training and staff appreciation within limits that the policy would direct. Chair Flauding commented the Board would support such a policy.

Commissioner Banks moved to ratify the payment of cash disbursements totaling \$3,888,619 for the month of December, 2012. Vice Chair Mowat seconded.

Upon roll call, the vote was as follows:

AYES:	4
NAYS:	None
Abstain:	None
Absent:	1

**Motion Approved.**

### **Administration**

Director Craven directed the board to his report and added that he would like to provide a quick up-date on priorities and insurance coverage. In the area of networking we are making improvements toward being proactive and less reactive. We are making progress with our reporting systems and the THA dashboard. We are developing a custom application for MTW (scheduled for March 1<sup>st</sup>) and the FSS software program just went live. The deadline for annual operations compliance reporting has been extended to February 15<sup>th</sup> and we will have no issues meeting it. We have hired an experienced Asset Manager. Last week we received correspondence from our insurance carrier, HAARP regarding their concerns over the high volume of meth contamination claims. This could result in that type of coverage being excluded. The insurance board is made up of many housing authority directors and Executive Director Mirra will reach out to them about the problem. Chair Flauding asked about the average cost for a meth unit. It costs \$600 to test the unit and the insurance deductible is \$1000. However the cost to fix the unit can run from \$20,000 to \$30,000.

### **Real Estate Management and Housing Services**

Director Black directed the board to her report. She reported that HUD has approved the 2013 MTW plan that the Board authorized staff to submit. This will allow staff to further develop the Housing Opportunity Program (HOP). She will seek the Board's final approval for HOP in February. She reported that the Hillside Terrace relocation is complete. Commissioner Rumbaugh asked about the increase in turn times for units. Director Black said it is due to the backlog of testing as a result of being proactive with the meth problem. The contractor is increasing their staffing to compensate. Chair Flauding remarked that the testing is having an effect at Salishan.

### **Real Estate Development**

Director Zisette directed the board to his report. We are currently waiting for the outcome of two 9% tax credit applications (Hillside Terrace Phase II and LASA) from the Housing Finance Commission. The financial closing for Hillside Terrace should occur on February 21, 2013. Plans are in progress to move ahead with abatement in order to save a few weeks; however HUD approval is necessary as well as a signed contract with Absher. The sites will be fenced off when that occurs. There is no news with the New Look proposal. Plans are in draft form for the MLK corridor and should be ready by mid-year.

### **Community Services**

Director Vignec directed the board to her report. This report also contains a summary of 2012 activities and accomplishments with good results in the Employment and Education Programs. GED classes will increase due to higher demand. The FSS caseworkers have improved the program by removing underperforming participants and the City of Tacoma

has shown more trust in our efforts by an increased funding of the FSS program. The FIT caseload is lower due to less referrals. Director Black said her staff will make contact with new admissions so that troubled families can be referred to casework earlier.

### **Human Resources**

Director Tanbara directed the board to her report. She said that the supervisor training for the variable pay program will start tomorrow. The health care plans for the OPEIU and non-represented groups have been combined thereby reducing costs. The employee cost sharing was also reduced and employees have the option of one of two plans. Upcoming initiatives will include meetings with directors and supervisors to improve employee engagement and systems simplification. There have been no EEOC claims in the last 3 years and there were three grievances filed in 2012. Two were dropped and the third was mediated yesterday to a resolution. Staffing turnover is up and the goal is to get below 10%. 9 of 23 positions were filled with internal candidates in 2012. An organizational chart is provided with this report as well.

#### **7. OLD BUSINESS**

None.

#### **8. NEW BUSINESS**

##### **8.1 RESOLUTION No. 2013-1-23 (1), INTER-LOCAL AGREEMENT WITH KING COUNTY HOUSING AUTHORITY FOR THE PURPOSE OF VEHICLE MANAGEMENT/MAINTENANCE**

##### **Public Testimony and Board Discussion**

Director Black presented this resolution and described that the service is greatly needed in order to track the maintenance of THA's twenty vehicles. The service will provide competitive pricing through ARI (as a broker). They have certified mechanics on staff and can also provide best lowest price buying power for purchased vehicles. Fleet management and maintenance costs are included in the 2013 budget. Vice Chair Mowat asked if a cost analysis is available and Commissioner Rumbaugh questioned whether non-union shops would be used for repairs. Commissioner Lincoln Hamilton asked if it is known that employees in non-union shops are paid less. Commissioner Rumbaugh motioned to table the resolution until next month. Vice Chair Mowat seconded the motion.

**Whereas,** Tacoma Housing Authority currently does not a formal fleet vehicle management/maintenance program in place;

**Whereas,** Automotive Resource International (ARI) is currently contracted with King County Housing Authority (KCHA) for their vehicle maintenance/management program;

**Whereas**, this agreement with KCHA will allow THA to contract with ARI for fleet management services;

**Whereas**, this agreement will allow THA to have a vehicle management program for its fleet of vehicles;

**Whereas**, fleet management and maintenance costs are included in the 2013 budget.

**Whereas**, entering into this Inter-Local Agreement combines KCHA vehicles and THA vehicles resulting in a lower monthly rate for vehicle maintenance and fleet management.

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

Authorizes the Executive Director to execute an Inter-Local Agreement with King County Housing Authority (KCHA) for the purposes of contracting with ARI for a vehicle management program.

Upon roll call, the vote was as follows:

AYES: 0  
NAYS: 0  
Abstain: 0  
Absent: 0

**Motion Approved:** January 23, 2013

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Janis Flauding, Chair

## **8.2 RESOLUTION 2013-1-23 (2), AMENDMENT OF THA'S BY-LAWS**

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

**Whereas**, The Board may amend its By-Laws to better serve its efficient functioning;

**Whereas**, The proposed changes would help ease or clarify the Board's operations;

**Whereas**, The Board has received the seven days of advance notice required by the present by-Laws.

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

The Board adopts the changes in the by-laws set forth in the attached red-lined draft.

Vice Chair Mowat motioned to approve the resolution. Commissioner Lincoln Hamilton seconded the motion.

Upon roll call, the vote was as follows:

AYES: 4  
NAYS: None  
Abstain: None  
Absent: 1

**Motion Approved:** January 23, 2013

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Janis Flauding, Chair

With passage of this Resolution, the Board agreed to change the start time to 4:45 p.m. for the Regular Meetings of the Board of Commissioners.

**8.3 RESOLUTION 2013-1-23 (3), HILLSIDE TERRACE PHASE I – 2500  
YAKIMA APARTMENTS, OMNIBUS FINANCING AUTHORIZATIONS**

A RESOLUTION of the Board of Commissioners of the Housing Authority of the City of Tacoma (i) approving an amended and restated agreement of limited partnership for 2500 Yakima LLLP in connection with a 70-unit apartment complex located within the Hillside Terrace Redevelopment Project, (ii) authorizing the disposition by lease of a portion of the Hillside Terrace Phase I site to 2500 Yakima LLLP, (iii) approving the execution and delivery of documents relating to 2500 Yakima LLLP and the Hillside Terrace Redevelopment Project, and (iv) determining related matters.

**Whereas**, RCW 35.82.070(2) provides that a housing authority is authorized to “prepare, carry out, acquire, lease and operate housing projects; [and] to provide for the construction, reconstruction, improvement, alternation or repair of any housing project or any part thereof”;

**Whereas**, RCW 25.82.070(5) provides that a housing authority may, among other things and if certain conditions are met, “lease or rent any dwellings . . . buildings, structures or facilities embraced in any housing project”;

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

**Whereas**, RCW 35.82.070(1) provides that a housing authority may, among other things, “make and execute contracts and other instruments, including but not limited to partnership agreements . . .”;

**Whereas**, RCW 35.82.070(18) provides that a housing authority may, among other

things and if certain conditions are met, “make . . . loans for the . . . acquisition, construction . . . rehabilitation, improvement . . . or refinancing of land, buildings, or developments for housing of persons of low income”;

**Whereas**, RCW 35.82.040 authorizes the Authority to “delegate to one or more of its agents or employees such powers or duties as it may deem proper”;

**Whereas**, pursuant to the authority provided by RCW 35.82.070(1), Housing Authority of the City of Tacoma (the “Authority”) formed 2500 Yakima LLLP (the “Partnership”) with Tacoma Housing Development Group (“THDG”);

**Whereas**, the Partnership has applied to the Authority for financial assistance for the purpose of providing part of the funds with which to construct a 70-unit apartment complex (including a community education facility) to be known initially as 2500 Yakima Apartments, as part of Hillside Terrace Phase I Redevelopment Project, to provide housing for low income persons within the City of Tacoma, Washington (the “Project”);

**Whereas**, in connection with the financing for the Project, the Authority will lease the Project to the Partnership;

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

**Whereas**, Wincopin Circle LLLP (or one or more of its affiliates) (collectively, the “Investor”) has offered to acquire the limited partner interest in the Partnership, and the Authority’s Board of Commissioners (the “Board”) finds and determines that the capital contributions expected to be made by the Investor to the Partnership will be sufficient, together with other available money, to enable the Partnership to acquire, construct, operate and maintain the Project;

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

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

**Whereas**, the total cost of acquiring, constructing, equipping and financing the Project is anticipated to be \$24.3 million, which will be financed by the Partnership with numerous sources of funds, including a loan of proceeds of tax-exempt bonds issued by the Authority, loans from the Washington State Department of Commerce and the Tacoma Community Redevelopment Authority, a grant from the City of Tacoma, Replacement Housing Factor (RHF) Fund grants from the U.S. Department of Housing and Urban Development (“HUD”), HUD Capital Fund Community Facilities (CFCF) grant proceeds, HUD

Moving-to-Work (MTW) Funds, including Capital Funds, and other available funds of the Authority, and capital contributions by the Investor to the Partnership;

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

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

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

1. Approval of Partnership Documents. The Chair of the Board, the Authority’s Executive Director and their respective designees (each, an “Authorized Officer” and, collectively, the “Authorized Officers”), and each of them acting alone, are authorized and directed to execute, deliver and, if applicable, file (or cause to be executed and delivered and, if applicable, filed) on behalf of the Authority (acting on its own behalf or as general partner of the Partnership) (i) those documents listed in Exhibit A under the heading “Partnership Documents” (collectively, the “Partnership Documents”); and (ii) any other documents reasonably required to be executed by the Authority or the Partnership to carry out the transactions contemplated by the Partnership Documents. The Authorized Officers (and each of them acting alone) are further authorized and directed to take any other action and to execute such other documents as may be required to be taken or executed by the Authority, on behalf of itself or as general partner of the Partnership, under the provisions of or as necessary to carry out the transactions contemplated by the Partnership Documents (including the amendment of any such documents if necessary to further the purposes thereof or resolve ambiguities therein). From and after the date the Partnership Documents are effective, the Executive Director (or his designee) is authorized and directed, without further Board approval, to take such actions on behalf of the Authority as are required to be taken by the general partner of the Partnership.
2. Approval of Master Loan Documents. The Authority is authorized to lend to the Partnership, pursuant to the terms of the documents listed in Exhibit A under the heading “Master Loan Documents” (collectively, the “Master Loan Documents”), up to \$6.4 million from the sources identified in the Master Loan Documents. Such loan is intended to be in addition to the loan of Authority bond proceeds authorized by the Board’s Resolution No. 2013-1-23 (4). The Authorized Officers (and each of them acting alone) are authorized and directed to take all actions required of the Authority in connection with the loans to be made by the Authority to the Partnership in connection with the Project. In particular, the Authorized Officers (and each of them acting alone) are authorized to: execute, deliver and, if applicable, file (or cause to be executed, delivered and, if applicable, filed) on behalf of the Authority on its own behalf or in its capacity as general partner of the Partnership, as applicable, (i) the Master Loan

Documents substantially in the forms on file with the Authority, with such changes, including material changes, as the Authorized Officer executing such document deems necessary or advisable, and (ii) any other documents reasonably required to be executed by the Authority or the Partnership to carry out the transactions contemplated by the Master Loan Documents (including the amendment of any such documents if necessary to further the purposes thereof or resolve ambiguities therein).

3. Approval of HUD Documents. The Authorized Officers (and each of them acting alone) are authorized and directed to execute and deliver, on behalf of the Authority (acting on its own behalf or as general partner of the Partnership) (i) those documents listed in Exhibit A under the heading "HUD Documents" (collectively, the "HUD Documents"), substantially in the forms on file with the Authority, with such changes, including any material changes, as the Authorized Officer executing such documents deems necessary or advisable; and (ii) any other documents reasonably required to be executed by the Authority or the Partnership to carry out the transactions contemplated by the HUD Documents (including the amendment of any such documents if necessary to further the purposes thereof or resolve ambiguities therein).
4. Approval of Bond Loan Documents. The Authorized Officers (and each of them acting alone) are authorized and directed to execute and deliver, on behalf of the Authority (acting on its own behalf or as general partner of the Partnership) (i) those documents listed in Exhibit A under the heading "Bond Loan Documents" (collectively, the "Bond Loan Documents"), substantially in the forms on file with the Authority, with such changes, including any material changes, as the Authorized Officer executing such documents deems necessary or advisable; and (ii) any other documents reasonably required to be executed by the Authority or the Partnership to carry out the transactions contemplated by the Bond Loan Documents (including the amendment of any such documents if necessary to further the purposes thereof or resolve ambiguities therein).
5. Approval of Subordinate Loan Documents. The Authorized Officers (and each of them acting alone) are authorized and directed to execute and deliver, on behalf of the Authority (acting on its own behalf or as general partner of the Partnership) (i) those documents listed in Exhibit A under the heading "Subordinate Loan Documents" (collectively, the "Subordinate Loan Documents"), substantially in the forms on file with the Authority, with such changes, including any material changes, as the Authorized Officer executing such documents deems necessary or advisable; and (ii) any other documents reasonably required to be executed by the Authority or the Partnership to carry out the transactions contemplated by the Subordinate Loan Documents (including the amendment of any such documents if necessary to further the purposes thereof or resolve ambiguities therein).
6. Approval of the Lease. The Authority is authorized to lease to the Partnership, for a term not exceeding 100 years, the land on which the Project will be located. The Authorized Officers (and each of them acting alone) are authorized and directed to execute and deliver, on behalf of the Authority (acting on its own behalf or as general partner of the Partnership), a lease substantially in the form on file with the Authority

with such changes, including material changes, as the Authorized Officer executing such lease deems necessary or desirable.

7. Ancillary Documents. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority (acting on its own behalf or as general partner of the Partnership) to execute, deliver and/or file (or cause to be delivered and/or filed) any and all other certificates, documents, agreements and instruments that are necessary or appropriate in his or her discretion to give effect to this resolution and to consummate the transactions contemplated herein. In particular, the Authorized Officers, and each of them acting alone, are authorized and directed on behalf of the Authority (acting on its own behalf or as general partner of the Partnership) to execute, deliver and, if applicable, file (or cause to be executed, delivered, and, if applicable, filed) those documents listed in Exhibit A under the heading "Additional Documents" (the "Additional Documents") substantially in the form on file with the Authority, with such changes, including any material changes, as the Authorized Officer executing such documents deems necessary or advisable.
8. Assignments. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority (acting on its own behalf or as general partner of the Partnership) to execute and deliver one or more instruments (i) assigning to the Partnership the Authority's rights under the construction contract, the architects' contracts, the geotechnical consultant contracts, and other development contracts, as such rights pertain to the construction of improvements on land leased to the Partnership, and (ii) assigning to lenders and others the Partnership's interests in such contracts.
9. Tax Credit Documents. The Authorized Officers (and each of them acting alone) are authorized on behalf of the Authority (acting on its own behalf or as general partner of the Partnership) to execute, deliver and/or file (or cause to be delivered and/or filed) all documents deemed necessary or appropriate to allow the Partnership to qualify for and obtain federal low-income housing tax credits in connection with the Project including, without limitation, the filing of one or more applications with the Washington State Housing Finance Commission, and the execution of all necessary and related documents, including without limitation regulatory agreements, declarations and restrictive covenants.
10. Section 42(m)(2)(D) Determination. On behalf of the Authority, the Board finds and determines pursuant to Section 42(m)(2)(D) of the Internal Revenue Code of 1986 (the "Code") that the amount of federal low-income housing tax credits the Partnership expects to derive from the Project will not exceed the amount necessary for the financial feasibility of the Project and its viability as a "qualified low income housing project" throughout the "credit period" (as such terms are defined in Section 42 of the Code). The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority to provide the Partnership with a letter acknowledging this determination and the basis thereof. The Board delegates to the Authorized Officers, and each of them acting alone, the authority to (i) make similar determinations, in their discretion, and to deliver similar letters to the Partnership at such times that the Authorized Officers determine to be necessary or appropriate, and (ii) make certifications with respect to the

Project and the Partnership of the type described in Treasury Regulation § 1.42-8(b)(4)(i). To assist the Partnership in making its election under Section 42(b)(2)(A)(ii)(II) of the Code, the Authorized Officers, and each of them acting alone, may provide a letter to the Partnership, on the Authority's behalf, indicating any certifications made pursuant to this Section.

11. Supplemental Authorization. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority (acting on its own behalf or as general partner of the Partnership) to: (i) determine that any document authorized by this resolution is, at the time such document otherwise would be executed, no longer necessary or desirable and, based on such determination, cause the Authority and/or the Partnership not to execute or deliver such document; (ii) execute and deliver and, if applicable, file (or cause to be delivered and/or filed) any government forms, affidavits, certificates, letters, documents, agreements and instruments that such officer determines to be necessary or advisable to give effect to this resolution and to consummate the transactions contemplated herein and/or further the acquisition, rehabilitation, development, financing, construction, and leasing of the Project; and (iii) cause the Authority and/or the Partnership to expend such funds as are necessary to pay for all filing fees, application fees, registration fees and other costs relating to the actions authorized by this resolution. Without limiting the scope of such authorization, such documents may include lease-up and marketing agreements, company management services agreements, development agreements, construction guaranty agreements, repayment guarantees, cash pledge agreements, environmental indemnity agreements, property management agreements, architect agreements, contractor agreements, housing assistance payment contracts, irrevocable consents and appointments of attorneys for service of process.
12. Execution of Duties and Obligations. The Board authorizes and directs the Authority's Executive Director to cause the Authority (whether acting on its own behalf or in its capacity as general partner of the Partnership, as applicable) to fulfill the Authority's duties and obligations, and cause the Partnership to fulfill the Partnership's duties and obligations under the various agreements authorized by this resolution. In the furtherance of the foregoing, the Authority is authorized to expend such funds (and to cause the Partnership to expend such funds) as are necessary to pay for all filing fees, application fees, registration fees and other costs relating to the actions authorized by this resolution.
13. Acting Officers Authorized. Any action required by this resolution to be taken by the Chair of the Board or the Executive Director of the Authority may, in such person's absence, be taken by the Vice Chair of the Board or the duly authorized Acting Executive Director of the Authority, respectively.
14. Changes to Titles or Parties. While the titles of and parties to the various documents listed in Exhibit A hereto may change, no change to such titles or parties shall affect the authority conferred by this resolution to execute, deliver, file (if required), enforce and perform the documents in their final form.
15. Ratification and Confirmation. All actions of the Authority and its officers prior to the

date hereof and consistent with the terms of this resolution are ratified and confirmed.

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

Vice Chair Mowat motioned to approve the resolution. Commissioner Lincoln Hamilton seconded the motion.

Upon roll call, the vote was as follows:

AYES: 4  
NAYS: None  
Abstain: None  
Absent: 1

**Motion Approved:** January 23, 2013

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Janis Flauding, Chair

**8.4 RESOLUTION 2013-1-23 (4) HILLSIDE TERRACE – 2500 YAKIMA APARTMENTS, PROVIDING FOR THE ISSUANCE OF REVENUE BOND**

A RESOLUTION of the Board of Commissioners of the Housing Authority of the City of Tacoma providing for the issuance of a revenue bond in principal amount of not to exceed \$13,000,000, the proceeds of which will be used to make a loan to 2500 Yakima LLLP, a Washington limited liability limited partnership of which the Authority is the sole general partner, to provide part of the funds with which to construct a 70-unit apartment complex to provide housing for low income persons in the City of Tacoma, Washington; determining the form, terms and covenants of the bond; approving the form of a loan agreement providing for repayment of the loan and a regulatory agreement governing the use of the facility; providing for the sale and delivery of the bond to JPMorgan Chase Bank, N.A.; and authorizing and directing appropriate officers of the Authority to execute such documents as are useful or necessary to the purposes of this resolution.

**Whereas**, The Housing Authority of the City of Tacoma (the “Authority”) seeks to encourage the provision of housing for low-income persons residing in or near the City of Tacoma, Washington (the “City”);

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

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

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

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

**Whereas**, 2500 Yakima LLLP (the “Partnership”), a Washington limited partnership of which the Authority is the sole general partner, has applied to the Authority for financial assistance for the purpose of providing part of the funds with which to construct a 70-unit apartment complex as part of Hillside Terrace Phase I Redevelopment Project, all of which will be leased by the Partnership from the Authority, to provide housing for low-income persons within the City of Tacoma, Washington (the “Project”);

**Whereas**, The Project will be used by the Partnership to provide housing for low-income persons, and no more than an insubstantial portion of the proceeds of the Bond (defined below) will be used in connection with the financing or refinancing of any portion of the Project to be used by the Partnership for any other purpose;

**Whereas**, The Board of Commissioners of the Authority deems it necessary and advisable and in the best interest of the Authority to issue a bond in a principal amount of not to exceed \$13,000,000, the proceeds of which will be used to make a loan to the Partnership for the purposes described herein; and

**Whereas**, It is anticipated that JPMorgan Chase Bank, N.A. will offer to purchase the Bond on the terms set forth herein;

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

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

“**Adjusted LIBO Rate**” means with respect to any Eurodollar Borrowing for any Interest Period, an interest rate per annum (rounded upwards, if necessary, to the next one-sixteenth of one percent) equal to the Bank’s tax exempt factor of 70.88% multiplied by the product of (a) the LIBO Rate for such Interest Period multiplied by (b) the Statutory Reserve Rate.

“**Adjusted One Month LIBO Rate**” means an interest rate per annum equal to the sum of (a) 2.5% per annum plus (b) the LIBO Rate for a one-month Interest Period on such day (or if such day is not a Business Day, the immediately preceding Business Day), rounded upwards, if necessary, to the next one-sixteenth of one percent, and multiplied by the Statutory Reserve Rate.

“**Assignment of Construction and Design Agreements**” means the Assignment of Construction and Design Agreements to be executed by the Partnership and the Authority, relating to assignment to the Bank of certain of the Authority’s and the Partnership’s rights under certain agreements relating to the design and construction of the Project, including any supplements or amendments thereto made in conformity therewith.

**“Assignment of Loan Documents”** means the Assignment of Loan Documents to be executed by the Authority and acknowledged by the Partnership, relating to assignment to the Bank of the Authority’s rights under certain of the Loan Documents, including any supplements or amendments thereto made in conformity therewith.

**“Assignment of Management Agreement”** means the Assignment of Management Agreement and Consent and Subordination of Manager to be executed by the Partnership and the property manager for the Project, relating to assignment to the Bank of certain of Partnership’s interests in the management agreement with respect to the Project, including any supplements or amendments thereto made in conformity therewith.

**“Assignment of Tax Credits and Partnership Interests”** means the Assignment of Rights to Tax Credits and Partnership Interests to be executed by the Partnership and the Authority (in its capacity as general partner of the Partnership), relating to assignment to the Bank of certain rights of the Authority and the Partnership under the Partnership’s governing documents, including any supplements or amendments thereto made in conformity therewith.

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

**“Bank”** means JPMorgan Chase Bank, N.A., as Registered Owner of the Bond, and any subsequent Registered Owner thereof.

**“Bank Loan Agreement”** means the Construction and Permanent Loan Agreement between the Authority and the Partnership, and assigned by the Authority to the Bank, setting forth certain covenants and conditions relating to the Loan, and including any supplements or amendments thereto made in conformity herewith and therewith.

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

**“Bond”** means the Low-Income Housing Assistance Revenue Bond, 2013 (Hillside Phase I), of the Authority, issued pursuant to, under the authority of and for the purposes provided in this resolution.

**“Bond Fund”** means the Housing Authority of the City of Tacoma Low-Income Housing Assistance Revenue Bond Fund, 2013 (Hillside Phase I).

**“Bond Registrar”** means the Executive Director of the Authority.

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

**“Borrowing”** means a portion or portions of the Loan of the same Type, made, converted or continued on the same date and, in the case of Eurodollar Borrowings, as to which a single Interest Period is in effect.

**“Business Day”** means any day that is not a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by law to remain closed; and when used in connection with a Eurodollar Borrowing, the term “Business Day” shall also exclude any day on which banks are not open for dealings in U.S. dollar deposits in the London interbank market.

**“CB Floating Rate”** means a rate per annum equal to the product of the Prime Rate multiplied by the Bank’s tax-exempt factor of 70.88%; *provided*, that the CB Floating Rate shall never be less than the product of the Adjusted One Month LIBO Rate multiplied by Lender’s tax-exempt factor of 70.88%. Any change in the CB Floating Rate due to a change in the Prime Rate or the Adjusted One Month LIBO Rate shall be effective from and including the effective date of such change in the Prime Rate or the Adjusted One Month LIBO Rate, respectively.

**“CBFR”** means when used in reference to any Borrowing, indicates that such borrowing is bearing interest at a variable interest rate determined by reference to the CB Floating Rate.

**“Code”** means the Internal Revenue Code of 1986, as amended.

**“Construction Loan Maturity Date”** means the date that is 27 months after the delivery date of the Bond, as such date may be extended in accordance with the Bank Loan Agreement.

**“Conversion Date”** means the date that is specified by the Bank in a notice of conversion to be delivered pursuant to the Loan Documents, not to be more than 30 months after the dated date of the Bond.

**“Deed of Trust”** means the Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing under which the Partnership will be grantor and the Bank will be the beneficiary, encumbering the Partnership’s leasehold interest in the real property and improvements and personal property constituting the Project, including any supplements or amendments thereto made in conformity herewith and therewith.

**“Draws”** means incremental draws on the Bond.

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

**“Eurodollar”** when used in reference to any Borrowing, indicates that such borrowing is bearing interest at the Variable Rate determined by reference to the Adjusted LIBO Rate.

**“Fixed Rate Funding Date”** means the first Interest Payment Date at least 24 months after the date of the Bond.

**“General Revenues”** means the rent, fees and other revenues of the Authority from any source, except those revenues which are prohibited from being used for the purpose of paying the principal of and interest on the Bond under the provisions of any law, regulation, contract or covenant, resolution or deed of trust (including

restrictions relating to funds available to the Authority under the U.S. Housing Act of 1937).

**“Guaranty”** means the Guaranty of Payment (Construction/Permanent) executed by the Authority guaranteeing the Partnership’s obligations with respect to the Loan.

**“HAP Transition Reserve Agreement”** means the HAP Transition Reserve Agreement to be executed by the Partnership and the Bank, relating to the creation and funding of a transition reserve account for the Project, including any supplements or amendments thereto made in conformity therewith.

**“Interest Payment Date”** means 10<sup>th</sup> day of each calendar month.

**“Interest Period”** means, with respect to any Eurodollar Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, two or three month(s) thereafter as the Partnership may elect, provided that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, and (ii) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period, and (iii) no Interest Period shall extend beyond the Conversion Date (as it may be extended). For purposes of this definition, the date of a Borrowing initially shall be the date on which such Borrowing is made and, thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

**“LIBO Rate”** means, with respect to any Borrowing for any Interest Period, the rate appearing on Reuters Screen LIBOR01 Page (or on any successor or substitute for such page, providing rate quotations comparable to those currently provided on such page, as determined by the Bank from time to time for purposes of providing quotations of interest rates applicable to U.S. dollar deposits in the London interbank market) at approximately 11:00 a.m. London, England time, two Business Days prior to the commencement of such Interest Period, as the rate for U.S. dollar deposits with a maturity comparable to such Interest Period. In the event that such rate is not available at any time for any reason, then the “LIBO Rate” with respect to such Borrowing for such Interest Period shall be the rate at which U.S. dollar deposits of \$5,000,000 and for maturity comparable to such Interest Period are offered by the principal London, England office of the Bank in immediately available funds in the London interbank market at approximately 11:00 a.m., London, England time, two Business Days prior to the commencement of such Interest Period.

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

**“Loan Documents”** means the Bond Loan Agreement, the Bank Loan Agreement, the Deed of Trust, the Environmental Indemnity Agreement, the Notes, the Assignment of Construction and Design Agreements, the Assignment of Loan

Documents, the Assignment of Management Agreement, the Assignment of Tax Credits and Partnership Interests, the Replacement Reserve Agreement, the Operating Reserve Agreement, the HAP Transition Reserve Agreement, any related UCC Financing Statements and any other documents relating to the Loan to be executed by the Partnership.

**“Maturity Date”** means the date that is 240 months from the date of the Bond

**“Notes”** means the promissory notes evidencing the Loan.

**“Operating Reserve Agreement”** means the Operating Reserve Agreement to be executed by the Partnership and the Bank, relating to the creation and funding of an operating reserve account for the Project, including any supplements or amendments thereto made in conformity therewith.

**“Partnership”** means 2500 Yakima LLLP, a Washington limited liability limited partnership of which the Authority is the sole general partner.

**“Prime Rate”** means the rate of interest per annum publicly announced from time to time by JPMorgan Chase Bank, N.A. as its prime rate; each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective. The Prime Rate is a reference rate and is not necessarily the lowest rate offered.

**“Project”** means, depending on the context (1) the construction of a 70-unit apartment complex located on real property legally described in Exhibit A to the Deed of Trust, or (2) the apartment complex so constructed.

**“Proposal Letter”** means the letter dated August 14, 2012, prepared by the Bank setting forth certain of the terms under which the Bank may purchase the Bond, as it may be amended and supplemented, and any commitment letter issued pursuant or supplemental thereto.

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

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

**“Replacement Reserve Agreement”** means the Replacement Reserve Agreement to be executed by the Partnership and the Bank, relating to the creation and funding of a replacement reserve account for the Project, including any supplements or amendments thereto made in conformity therewith.

**“Statutory Reserve Rate”** means a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minutes the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board of Governors of the Federal Reserve System to which the Bank is subject, with respect to the Adjusted LIBO Rate, for Eurocurrency funding (currently referred to as “Eurocurrency Liabilities” in regulation D of the Board of Governors of the Federal

Reserve System). Such reserve percentages shall include those imposed pursuant to such Regulation D. Eurodollar Borrowings shall be deemed to constitute Eurocurrency funding and to be subject to such reserve requirements without the benefit of creditor for proration, exemption or offsets that may be available from time to time under such Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage. .

“**Type**” means the when used in reference to any Borrowing, refers to whether the rate of interest on such Borrowing is determined by reference to the Variable Rate or the CBFR.

“**Variable LIBO Rate**” means an interest rate per annum equal to the sum of (a) the Adjusted LIBO Rate for the applicable Interest Period, plus (b) 1.44% per annum.

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

2. Authorization of Bond and Application of Proceeds. For the purpose of providing financing for a portion of the costs of the Project, the Authority shall issue and sell the Bond in a principal amount not to exceed \$13,000,000. Such Bond financing is declared and determined to be important for the feasibility of the Project. All proceeds from Draws on the Bond shall be lent to the Partnership for those purposes. The Board finds that it is in the best interest of the Authority to issue the Bond for the purposes set forth in this resolution.
3. Description of Bond. The Bond shall be called the Low-Income Housing Assistance Revenue Bond, 2013 (Hillside Phase I), of the Authority; shall be in a principal amount not to exceed \$13,000,000; shall be dated its date of delivery; and shall be numbered R-1. The Bond shall bear interest up to but not including the Fixed Rate Funding Date at the Variable LIBO Rate or the CB Floating Rate, as elected by the Partnership, and if the Variable LIBO Rate is elected, for an Interest Period selected by the Partnership, subject to conversion to another Type or Interest Period. On the Fixed Rate Funding Date, a portion of the Bond in a principal amount not to exceed \$4,000,000 shall be converted to bear interest at a fixed interest rate and shall, from and after the Fixed Rate Funding Date, bear interest at a fixed rate not to exceed 6.5% per annum, to be determined in accordance with the formula set forth in the Proposal Letter. Interest shall be calculated on the basis of a 360-day year for the actual number of days elapsed. The interest rate shall be subject to adjustment upon a determination of taxability or the occurrence of a default as provided in the Loan Documents.

Interest only on the Bond shall be payable monthly on each Interest Payment Date, commencing in the first calendar month after the first Draw on the Bond occurs and continuing to the Conversion Date. Commencing on the first Interest Payment Date after the Conversion Date, and continuing on each Interest Payment Date thereafter to maturity or prepayment of the Bond, principal of and interest on the Bond shall be payable in equal monthly installments in the amount necessary to amortize the principal of and interest on the Bond over a 30-year period. Principal of the Bond other than that portion converted to bear interest at the Fixed Rate on the Fixed Rate

Funding Date, together with any accrued and unpaid interest thereon, shall be due and payable on the Construction Loan Maturity Date. Principal of the Bond, together with any accrued and unpaid interest thereon, shall be due and payable on the Maturity Date.

4. Draws on the Bond. The Board authorizes the Executive Director of the Authority, in its capacity of general partner of the Partnership, or his or her designee to make Draws against the Bond in such amounts and at such times as he or she may determine, those Draws to be made in accordance with the terms and provisions set forth herein and in the Loan Documents. Draws shall be recorded in such form as the Partnership and the Bank may agree. Draws shall be limited to an aggregate principal amount of \$13,000,000.
5. Bond Register; Registration and Transfer of Bond. The Bond shall be issued only in registered form as to both principal and interest and shall be recorded on books or records maintained by the Bond Registrar (the "Bond Register"). The Executive Director of the Authority shall serve as Bond Registrar for the Bond. The Bond Register shall contain the name and mailing address of the Registered Owner of the Bond. The Bond Registrar is authorized, on behalf of the Authority, to authenticate and deliver the Bond in accordance with the provisions of the Bond and this resolution, to serve as the Authority's paying agent for the Bond and to carry out all of the Bond Registrar's powers and duties under this resolution.

The Bond may not be transferred by the Bank without the prior written consent of the Authority (which consent shall not be unreasonably withheld), except that the Bank may assign or transfer the Bond to a successor to the business and assets of the Bank or to an affiliate of the Bank upon completion and delivery to the Authority of the assignment form and certificate of transferee attached to the Bond. Any transfer shall be without cost to the Registered Owner or transferee, except for governmental charges imposed on any such transfer or exchange. The Bond Registrar shall not be obligated to exchange or transfer any Bond during the five days preceding any Interest Payment Date, prepayment date or the Maturity Date.
6. Payment of Bond. Both principal of and interest on the Bond shall be payable in lawful money of the United States of America and shall be paid by check mailed to arrive on or before each payment date, or in immediately available funds delivered on or before each payment date, to the Registered Owner at the address appearing on the Bond Register on the date payment is mailed or delivered. Upon the final payment of principal of and interest on the Bond, the Registered Owner shall surrender that Bond at the principal office of the Bond Registrar in Tacoma Washington, and the Bond shall be destroyed or cancelled in accordance with law.
7. Prepayment of Bond. The Authority reserves the right and option to prepay the Bond, in whole or in part, at any time, in the amount prepaid by the Partnership under the Loan Documents, upon payment of a prepayment premium, if any, as set forth in the Notes and the Bond.
8. Bond Fund; Security for the Bond. The Bond Fund is hereby established as a special fund of the Authority designated the Low-Income Housing Assistance Revenue Bond Fund, 2013 (Hillside Phase I). The Bond Fund shall be drawn upon

for the sole purpose of paying the principal of and interest on the Bond. The Authority irrevocably obligates and binds itself to set aside and pay into the Bond Fund from amounts owed or paid by the Partnership under the Loan Documents, amounts sufficient to pay principal of and interest on the Bond when due, all of which amounts are pledged to the payment of the Bond. The Bond shall be secured by the Loan Documents and the Guaranty. Upon the issuance of the Bond, the Authority shall cause the Loan Documents to be executed by the Partnership for the benefit of the Authority and/or the Bank, and shall assign the Loan Documents to which it is a party to the Bank, as security for the Authority's payment of the principal of and interest on the Bond, except that the Authority shall retain certain rights under the Bond Loan Agreement as described therein. Upon that assignment, the Bank shall collect, on behalf of the Authority and the Bond Fund, the principal and interest payments received under the Loan Documents, and shall apply the same to the payment of the principal of and interest on the Bond, and the Authority shall have no obligation to make principal and interest payments on the Bond except from those payments collected by the Bank on the Authority's behalf.

The Registered Owner shall not charge the Authority, in its capacity as issuer of the Bond, and, in such capacity, the Authority shall not be obligated to pay to the Registered Owner, any fees for or costs of collection and application of principal and interest payments under the Loan Documents or the Bond, including any fees for or costs of collecting such payments or exercising the power of sale or any other power under the Deed of Trust, nor shall the Authority be obligated to pay for the application of such payments to the payment of principal of and interest on the Bond. If the Bond are assigned and transferred to a new Registered Owner, the security interest in the Loan Documents shall be assigned to such new Registered Owner, and such new Registered Owner shall have the rights to carry out all of the duties of the prior Registered Owner as set forth in this resolution, including the duty to collect principal and interest payments under the Loan Documents and apply the same to the payment of principal of and interest on the Bond.

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

Neither the Authority nor any of the Commissioners, officers or employees of the Authority shall be personally liable for the payment of the Bond.

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

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

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

Commissioner Rumbaugh motioned to approve the resolution. Vice chair Mowat seconded the motion.

Upon roll call, the vote was as follows:

AYES: 4  
NAYS: None  
Abstain: None  
Absent: 1

**Motion Approved:** January 23, 2013

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Janis Flauding, Chair

**8.5 RESOLUTION 2013-1-23 (5) ARCHITECTURE & ENGINEERING SERVICES FOR HILLSIDE TERRACE PHASE I, AMENDMENT TO RESOLUTION 2012-2-22 (5)**

**Whereas,** On May 2, 2009, Tacoma Housing Authority (THA) staff issued a Request for Qualifications (RFQ) from firms interested in providing architecture and engineering services for the 1800 and 2500 Hillside Terrace redevelopment project;

**Whereas,** On June 24, 2009 the THA Board of Commissioners approved Resolution 2009-06-24(1) authorizing the Executive Director to negotiate and award a contract for the architecture and engineering services to GGLO Architects for the 1800 and 2500 Hillside Terrace redevelopment in an amount not-to-exceed \$2,500,000;

**Whereas,** the Executive Director and/or his assigns have negotiated a contract and various amendments with GGLO Architects to provide programming, concept and preliminary design services required for various funding applications, and community outreach;

**Whereas,** staff has negotiated an A&E Services Scope of Work, a fixed fee of \$1,687,865.00 and not-to-exceed reimbursable cost of \$150,606 with GGLO Architects for the Hillside Terrace Phase I housing and community/education facilities A&E Services;

**Whereas**, the negotiated A&E fixed fee and reimbursable cost combined with expenditures for concept design services will exceed the not-to-exceed amount of \$2,500,000 authorized by Resolution 2009-06-24(1) on June 24, 2009;

**Whereas**, upon completion of the concept phase, on February 22, 2012 the Board approved Resolution 2012-2-22 (5) for the amount not-to-exceed \$2,655,000 for the 2500 Hillside Terrace Phase I design and construction administration tasks;

**Whereas**, staff is proposing to amend Resolution 2012-2-22(5) to increase the not-to-exceed amount by \$148,437.00, from \$2,655,000 to \$2,813,437 for Hillside Terrace Phase I A&E Services to account for the redesign work required to reduce the construction costs.

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

The Executive Director is authorized to amend the A&E services contract in the amount not-to-exceed \$2,813,437 for Hillside Terrace Phase I A&E Services. In addition, he is authorized to execute a change order in an amount not-to-exceed \$148,437.00.

Commissioner Rumbaugh motioned to approve the resolution. Vice chair Mowat seconded the motion.

Upon roll call, the vote was as follows:

AYES: 4  
NAYS: None  
Abstain: None  
Absent: 1

**Motion Approved:** January 23, 2013

\_\_\_\_\_  
Janis Flauding, Chair

## **9. COMMENTS FROM COMMISSIONERS**

None.

## **10. EXECUTIVE SESSION**

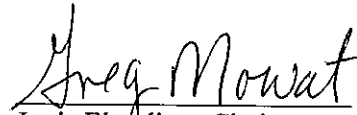
The commissioners adjourned the regular meeting at 6:40 PM to discuss Citibank negotiations for 10 minutes in executive session. The commissioners came back into the regular board meeting at 6:50 PM. Appropriate announcements were made to the area outside the meeting room. Chair Flauding announced that no action was taken.

**11. ADJOURNMENT**

There being no further business to conduct the meeting ended at 6:50 PM.

**APPROVED AS CORRECT**

**Adopted:** February 27, 2013

  
Janis Fladding, Chair