



TACOMA HOUSING AUTHORITY

BOARD OF COMMISSIONERS

BOARD PACKET

NOVEMBER 5, 2025



**Tacoma
Housing
Authority**

REGULAR MEETING

BOARD OF COMMISSIONERS

NOVEMBER 5, 2025

The Board of Commissioners of the Housing Authority of the City of Tacoma will hold a Regular Meeting on **Wednesday, November 5, 2025, at 4:45 pm via Zoom and at 902 S L Street, Tacoma, WA 98405.**

Join Zoom Meeting

<https://us06web.zoom.us/j/89848509964?pwd=i71P9JZfWAdB36qcNcfM1cRTWdHWkE.1>

Meeting ID: 898 4850 9964 / Passcode: 624973 / Dial (253) 215-8782

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

I, Sha Peterson, certify that on or before 5 days prior to meeting, I faxed / EMAILED the preceding PUBLIC MEETING NOTICE before:

City of Tacoma	747 Market Street, Room 800 Tacoma, WA 98402	CityClerk@cityoftacoma.com
Northwest Justice Project	715 Tacoma Avenue South Tacoma, WA 98402	
KCPQ-TV/Channel 13	1813 Westlake Avenue North Seattle, WA 98109	tips@q13fox.com
KSTW-TV/CW 11	1715 East Madison Street Seattle, WA 98122	cw11@kstwtv.com
KNKX	930 Broadway Tacoma, WA 98402	info@knkx.org
Tacoma News Tribune	2602 S. 38th Street, Suite A PMB3 Tacoma, WA 98409	newstips@thenewstribune.com

and other individuals and organizations with residents reporting applications on file.

Sha Peterson
Records and Public Disclosure Manager

902 SOUTH L STREET, SUITE 2A | TACOMA, WASHINGTON 98405-4037

Phone 253-207-4400 | Fax 253-207-4440 | www.tacomahousing.org



AGENDA
TACOMA HOUSING AUTHORITY
BOARD OF COMMISSIONERS REGULAR MEETING
NOVEMBER 5, 2025, 4:45 PM

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

Join Zoom Meeting

<https://us06web.zoom.us/j/89848509964?pwd=i71P9JZfWAdB36qcNcfM1cRTWdHWkE.1>

Meeting ID: 898 4850 9964 / Passcode: 624973 / Call (253) 215-8782

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES

3.1. Minutes of September 24, 2025—Regular Session

4. GUEST COMMENTS

The Tacoma Housing Authority Board of Commissioners welcomes comments and feedback from members of the public. During the public comment period, comments are limited to three minutes per speaker, and there will not be a substantive response. Once each speaker is finished, their comment will be acknowledged and thanked, and then the Board will move onto the next speaker.

5. COMMITTEE REPORTS

5.1 Real Estate Development Committee

5.2 Finance and Audit Committee

5.3 Community Partnerships and Advocacy Committee

5.4 Education, Housing, Services, and Partnerships Committee

6. FINANCE REPORT

6.1 Ratifying Cash Disbursement for September 2025

7. AGENCY UPDATES

8. NEW BUSINESS

- | | | |
|-----|----------------|--|
| 8.1 | 2025-11-05 (1) | Authority to Execute Contract Documents with
Evern NW |
| 8.2 | 2025-11-05 (2) | Salishan-Hillside Phase 1 LLLP Governmental Note
Authorizing Resolution |
| 8.3 | 2025-11-05 (3) | Salishan-Hillside Phase 1 LLLP Omnibus Resolution |
| 8.4 | 2025-11-05 (4) | Revision to THA Policy HR.35.15 Family and
Medical Leave |
| 8.5 | 2025-11-05 (5) | Social Media Policy |

- 9. EXECUTIVE SESSION:** To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency. RCW 42.30.110(1)(i).

10. COMMENTS FROM THE COMMISSIONERS

11. ADJOURNMENT



TACOMA HOUSING AUTHORITY

MINUTES



BOARD OF COMMISSIONERS MEETING MINUTES

REGULAR SESSION

WEDNESDAY, SEPTEMBER 24, 2025

The Commissioners of the Housing Authority of the City of Tacoma met in Regular Session at 902 South L Street, Tacoma, WA 98405 at 4:45 pm on Wednesday, September 24, 2025.

1. CALL TO ORDER

Vice Chair Hodge called the meeting of the Board of Commissioners of the Housing Authority of the City of Tacoma (THA) to order at 4:46 pm.

2. ROLL CALL

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

PRESENT	ABSENT
COMMISSIONERS	
	Chair Stanley Rumbaugh
Vice Chair Dr. Minh-Anh Hodge	
Commissioner Derek Young	
Commissioner Athena Dunn	
STAFF	
April Black, Executive Director	
	Aley Thompson, Deputy Executive Director
Sha Peterson, Records and Public Disclosure Manager	
Woodson Baldwin, IT Support Supervisor	
Amber Prentice, Rental Assistance Director	
Caroline Cabellon, Interim Director for Client Support and Empowerment	
	Ken Short, Asset Management and Real Estate Development Director
Lauren Kirigin, Senior General Counsel	
Lynette Scott, Human Resources Director	
	Marquis Jenkins, Property Management Director
	Nando Ruiz, Rental Assistance Associate Director
Priya Saxena, Strategic Initiatives Director	
Richard Deitz, Finance Director	
	William Morse, Director/CIO

Vice Chair Hodge declared there was a quorum present at 4:47 pm and proceeded.

3. APPROVAL OF MINUTES OF THE PREVIOUS MEETING

Vice Chair Hodge asked for any corrections to or discussion of minutes for the Regular Session of the Board of Commissioners for Wednesday, August 27, 2025. Commissioner Young moved to adopt the minutes. Commissioner Dunn seconded.

Upon roll call, the vote was as follows:

AYES:	3
NAYS:	0
Abstain:	0
Absent:	1

Motion approved.

4. GUEST COMMENTS

Mr. Mitchells

Mr. Mitchells lives in Housing Hilltop and has repeatedly asked management and THA staff several questions, but each time was told, "I don't know." When requesting paperwork from his file, he was informed by FPI that he could not have a copy, even though he believes he should have access to all documents in his file. Mr. Mitchells reports that cleaning is not being done, the laundry room is dirty, hallways and entrance areas are filthy, and the building entrance smells like dog feces. Tenants are prohibited from using the laundry room between 9 am and 5 pm. He spoke with residents who work until after 5 pm and therefore cannot use the laundry facilities. Residents were also promised a computer room but were later told by THA that funding had run out. Tenants do not receive responses from management, and when management needs to enter units, they state that no reason is required.

Ieesha Irving

Ieesha is collaborating with Palmer and Ibsen on a campaign. They are interested in finding ways to support the Salishan Community and have asked for contact details to share with the campaign manager.

On Saturday, Toolbox Laboratory visited FIC in partnership with the Salishan Association and THA, hosting a karaoke and craft night. Their presence was comforting, especially since a neighbor had passed away earlier that day. It would be wonderful if they could visit more frequently.

5. COMMITTEE REPORTS

No committee meetings were held this month. The state auditors' exit conference was positive, reflecting well on THA's performance. Commissioner Young, a 10-year member, noted that meetings are easy thanks to THA staff's excellent work. Thank you for your contributions.

6. FINANCE REPORT

FINANCE

Finance Department (FD) Director Rich Deitz directed the board to the finance report6.1 Ratifying Cash Disbursement for august 2025

Commissioner Young moved to ratify the payment of cash disbursements totaling \$7,553,251 for the month of August 2025. Commissioner Dunn seconded.

Upon roll call, the vote was as follows:

AYES:	3
NAYS:	0
Abstain:	0
Absent:	1

Motion approved.

7. AGENCY MONTHLY REPORT

Executive Director Black reported a decrease in Moving to Work (MTW) utilization, which staff had expected and is now reflected in the Agency Report. Staff held some units for hoteling as part of resyndication, impacting utilization figures. ED Black acknowledged staff efforts with summer programs and praised their support for children. HR organized a well-attended benefits fair.

There are ongoing discussions about the federal budget and a possible government shutdown next week; THA is prepared to respond, and HUD has confirmed they will provide HAP funding so reserves won't be needed. The duration of any shutdown is unclear, but a continuing resolution (CR) is likely.

The cancellation of the October Board meeting was confirmed, and the November 12th meeting was moved to November 5th. The change was unanimously approved.

8. NEW BUSINESS

8.1 2025-09-25 (1) THIRD PARTY PBV RENT LIMITS

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

WHEREAS, the Administrative Plan relates to the administration of the Housing Choice Voucher Program and is required by HUD; and

WHEREAS, the Administrative Plan establishes policies for carrying our programs in a manner consistent with HUD requirements and local goals and objectives contained in THA's Moving to Work Plan; and

WHEREAS, changes to the Administrative Plan must be approved by the THA Board of Commissioners; now, therefore, be it

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

Staff are authorized to adopt the following update to the Administrative Plan to reflect the proposed policy changes.

Policy Proposal	Applicable THA Policy Requiring Revision
The maximum gross rent (rent plus utilities) for third-party PBV units, shall be the lower of: <ul style="list-style-type: none">• The current applicable payment standard applied to the same size units in the THA tenant-based Housing Choice Voucher Program• The Owner's request• Rent Reasonable	17-VIII.B. RENT LIMITS [24 CFR 983.301] Except for certain tax credit units (discussed below), the rent to owner must not exceed the lowest of the following amounts: <ul style="list-style-type: none">• An amount determined by the PHA, not to exceed 110 percent of the applicable fair market rent (or any HUD-approved exception payment standard) for the unit bedroom size minus any utility allowance;• The reasonable rent; or• The rent requested by the owner.

Commissioner Young motioned to approve the resolution. Commissioner Dunn seconded the motion.

Upon roll call, the vote was as follows:

AYES: 3
NAYS: 0
Abstain: 0
Absent: 1

Motion approved: September 24, 2025

Stanley Rumbaugh, Chair

8.2 2025-09-24 (2) AUTHORITY TO AMEND CS FLOORS CONTRACT

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

WHEREAS, THA entered into a contract with CS Floors for Flooring repair and replacement for Taxable properties; and

WHEREAS, THA seeks to add an additional \$300,000 to the Taxable properties contract; and

WHEREAS, THA's Procurement Policy requires Board Approval for contracts greater than \$150,000 when previously authorized by a Board approved budget; now, therefore, be it

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

THA is approved to enter into an Amendment with CS Floors for flooring repair and replacement for THA's taxable properties.

Commissioner Dunn motioned to approve the resolution. Commissioner Young seconded the motion.

Upon roll call, the vote was as follows:

AYES:	3
NAYS:	0
Abstain:	0
Absent:	1

Motion approved: September 24, 2025

Stanley Rumbaugh, Chair

8.3 2025-09-24 (3) AUTHORITY TO EXECUTE MULTIPLE PROCUREMENT ACTIONS

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

WHEREAS, THA entered into a contract with J J Freeman for painting services for Taxable and Non-Taxable properties; and

WHEREAS, THA seeks to add an additional \$210,000 to the J J Freeman Taxable contract and an additional \$75,000 to the Non-Taxable contract; and

WHEREAS, THA entered into a contract with Paul Davis Restoration for Mitigation and Remediation; and

WHEREAS, THA seeks to add an additional \$95,000 to the Taxable contract; and

WHEREAS, THA's Procurement Policy requires Board Approval for contracts greater than \$150,000 when previously authorized by a Board approved budget; now, therefore, be it

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

THA is approved to enter into an Amendment with CS Floors for flooring repair and replacement for THA's Taxable properties.

Commissioner Dunn motioned to approve the resolution. Commissioner Young seconded the motion.

Upon roll call, the vote was as follows:

AYES:	3
NAYS:	0
Abstain:	0
Absent:	1

Motion approved: September 24, 2025

Stanley Rumbaugh, Chair

8.4 2025-09-24 (4) APPROVAL OF ACCOUNTS RECEIVABLE WRITE OFFS-TENANTS

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

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

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

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

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

	Account #	Balance
Salishan Seven	t0026715	\$6,703.00
	t0026716	\$5,701.00
	t0021180	\$145.00
Tacoma Housing Authority	t0026807	\$1,960.00
	t0026820	\$768.00
	t0011333	\$299.00
	Total Write-off	<u>\$15,576.00</u>
	Write-off only*	\$0.00
	Total to Collections	\$15,576.00

Commissioner Young motioned to approve the resolution. Commissioner Dunn seconded the motion.

Upon roll call, the vote was as follows:

AYES: 3
NAYS: 0
Abstain: 0
Absent: 1

Motion approved: September 24, 2025

Stanley Rumbaugh, Chair

8.5 2025-09-24 (5) APPROVAL OF ACCOUNTS RECEIVABLE WRITE OFFS-LANDLORDS

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

WHEREAS, Tacoma Housing Authority (THA) provided housing assistance payments to property owners in excess of the amount the owner is entitled to

to receive, and the owner has not repaid this amount to THA; and

WHEREAS, each individual included in this property owner's write-off has been notified of their debt and given the opportunity to pay prior to this resolution; now, therefore, be it

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

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

Account #	Balance
v0000070	\$1,223.00
v0001181	\$4,660.00
v0001308	\$3710.00
v0001717	\$594.00
v0002187	\$127.00
v0002228	\$847.00
v0004003	\$1,850.00
v0004135	\$2,024.00
v0004224	\$704.00
v0005932	\$594.00
v0007907	\$975.00
v0004235	\$1,012.00
v0000168	\$1,872.00*
Total Write-off	\$20,192.00
Write-off only*	\$1,872.00
Total to Collections	\$18,320.00

Commissioner Dunn motioned to approve the resolution. Commissioner Young seconded the motion.

Upon roll call, the vote was as follows:

AYES: 3
NAYS: 0
Abstain: 0
Absent: 1

Motion approved: September 24, 2025

Stanley Rumbaugh, Chair

8.6 2025-09-24 (6) UNIQUE PAYMENT STANDARDS FOR THA'S PORTFOLIO

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

WHEREAS, THA has MTW authority to set unique payment standard schedules for its project based programs; and

WHEREAS, Setting unique payment standards permits THA to increase cashflow to improve the financial sustainability of its properties; and

WHEREAS, changes to the Payment Standards must be approved by the THA Board of Commissioners; now, therefore, be it

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

Staff are authorized to adopt unique payment standards for THA’s portfolio up to 120% of the Fair Market Rents.

Commissioner Young motioned to approve the resolution. Commissioner Dunn seconded the motion.

Upon roll call, the vote was as follows:

AYES:	3
NAYS:	0
Abstain:	0
Absent:	1

Motion approved: September 24, 2025

Stanley Rumbaugh, Chair

8.7 2025-09-24 (7) ONE CITY INITIATIVE – ESTABLISHING FRIDAYS AS “TACOMA – ONE CITY DAY”

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

WHEREAS, the Tacoma Housing Authority is part of the City of Tacoma and is committed to building a sense of pride, connection, and community among staff, families, and residents across all neighborhoods; and

WHEREAS, we believe that fostering a culture of trust and connection requires time, intention, and consistent efforts, and we therefor commit to a ten-year journey of cultivating a shared identity through “Tacoma – One City Day”; and

WHEREAS, celebrating our differences while honoring the values and aspiration that unite us strengthens the social fabric of our city and promotes emotional well-being in our neighborhoods, schools, businesses, and broader community; and

WHEREAS, Tacoma thrives when its people are connected through shared symbols, civic pride, and opportunities to support one another across boundaries of school, neighborhood, and background; and

WHEREAS, the “One City” approach affirms our belief that together, we can grow, learn, and prosper in a safe and healthy Tacoma—one where every person has value, every voice matters, and every community is uplifted; now, therefore, be it

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

Designates every Friday as “Tacoma – One City Day”, a weekly celebration of unity, pride, and shared purpose;

Be it further resolved, that the Tacoma Housing Authority encourages all students, staff, families, and community members to wear positive Tacoma spirit clothing each Friday to demonstrate their commitment to a united and thriving “One City”;

Be it further resolved, that the Tacoma Housing Authority will hang One City flags at headquarters (“902”), promote “Tacoma – One City” regularly through social media, and champion positive stories, images, and community achievements that reflect the strength and spirit of Tacoma;

Be it finally resolved, that the Tacoma Housing Authority affirms this initiative as a ten-year cultural commitment, recognizing that true community transformation takes time, and that our collective pride and unity are essential to ensuring every Tacoman in every neighborhood can succeed.

Commissioner Young motioned to approve the resolution. Commissioner Dunn seconded the motion.

Upon roll call, the vote was as follows:

AYES:	3
NAYS:	0
Abstain:	0
Absent:	1

Motion approved: September 24, 2025

Stanley Rumbaugh, Chair

8.8 2025-09-24 (8) APPROVAL OF THA 2026 MTW PLAN

**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

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 Moving to Work Public Housing Agency (MTW PHA) listed below, as its Chair or other authorized MTW PHA official if there is no Board of Commissioners, I approve the submission of the Annual Moving to Work Plan for the MTW PHA Plan Year beginning (01/01/2026), 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 MTW 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 MTW PHA conducted a public hearing to discuss the Plan and invited public comment.
- (2) The MTW PHA took into consideration public and resident comments (including those of its Resident Advisory Board or Boards) 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 MTW PHA certifies that the Board of Directors has reviewed and approved the budget for the Capital Fund Program grants contained in the Capital Fund Program Annual Statement/Performance and Evaluation Report, form HUD-50075.1 (or successor form as required by HUD).
- (4) The MTW PHA will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d-1), the Fair Housing Act (42 USC 3601 et seq.), section 504 of the Rehabilitation Act of 1973 (29 USC 794), title II of the Americans with Disabilities Act of 1990 (42 USC 12131 et seq.), the Violence Against Women Act (34 USC 12291 et seq.), all regulations implementing these authorities; and other applicable Federal, State, and local fair housing and civil rights laws.
- (5) The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
- (6) The Plan contains a signed certification by the appropriate State or local official (form HUD-50077-SL) that the Plan is consistent with the applicable Consolidated Plan, which includes any applicable fair housing goals or strategies, for the PHA's jurisdiction and a description of the way the PHA Plan is consistent with the applicable Consolidated Plan (24 CFR §§ 91.2, 91.225, 91.325, and 91.425).
- (7) The MTW PHA will affirmatively further fair housing in compliance with the Fair Housing Act, 24 CFR 5.150 et seq, 24 CFR 903.7(o), and 24 CFR 903.15, which means that it will take meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. Specifically, affirmatively furthering fair housing requires meaningful actions that, taken together, address significant disparities in housing needs and in access to opportunity, replacing segregated living patterns with truly integrated and balanced living patterns, transforming racially or ethnically concentrated areas of poverty into areas of

opportunity, and fostering and maintaining compliance with civil rights and fair housing laws (24 CFR 5.151). The MTW PHA certifies that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing.

- (8) The MTW PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975 and HUD's implementing regulations at 24 C.F.R. Part 146.
- (9) In accordance with the Fair Housing Act and Act's prohibition on sex discrimination, which includes sexual orientation and gender identity, and 24 CFR 5.105(a)(2), HUD's Equal Access Rule, the MTW PHA will not base a determination of eligibility for housing based on actual or perceived sexual orientation, gender identity, or marital status and will not otherwise discriminate because of sex (including sexual orientation and gender identity), will make no inquiries concerning the gender identification or sexual orientation of an applicant for or occupant of HUD-assisted housing
- (10) The MTW 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.
- (11) The MTW 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 75.
- (12) The MTW PHA will comply with requirements with regard to a drug free workplace required by 24 CFR Part 24, Subpart F.
- (13) The MTW 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, 31 U.S.C. § 1352.
- (14) The MTW 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.
- (15) The MTW PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
- (16) The MTW PHA will provide HUD or the responsible entity any documentation needed to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58. Regardless of who acts as the responsible entity, the MTW PHA will maintain documentation that verifies compliance with environmental requirements pursuant to 24 Part 58 and 24 CFR Part 50 and will make this documentation available to HUD upon its request.

- (17) With respect to public housing and applicable local, non-traditional development the MTW 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.
- (18) The MTW PHA will keep records in accordance with 2 CFR 200.334 and facilitate an effective audit to determine compliance with program requirements.
- (19) The MTW PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.
- (20) The MTW PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 225 (Cost Principles for State, Local and Indian Tribal Governments) and 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as applicable.
- (21) The MTW PHA must fulfill its responsibilities to comply with and ensure enforcement of Housing Quality Standards, as defined in 24 CFR Part 982 or as approved by HUD, for any Housing Choice Voucher units under administration.
- (22) The MTW 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.
- (23) 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 MTW PHA in its Plan and will continue to be made available at least at the primary business office of the MTW PHA and should be made available electronically, upon request.

Housing Authority of the City of Tacoma

WA005

MTW PHA NAME

MTW PHA NUMBER/PHA CODE

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).

NAME OF AUTHORIZED OFFICIAL

TITLE

SIGNATURE

DATE

**** Must be signed by either the Chair or Secretary of the Board of the MTW PHA's legislative body. This certification cannot be signed by an employee unless authorized by the MTW PHA Board to do so. If this document is not signed by the Chair or Secretary, documentation such as the by-laws or authorizing board resolution must accompany this certification.***

Commissioner Dunn motioned to approve the resolution. Commissioner Young seconded the motion.

Upon roll call, the vote was as follows:

AYES:	3
NAYS:	0
Abstain:	0
Absent:	1

Motion approved: September 24, 2025

Stanley Rumbaugh, Chair

8.9 2025-09-24 (9) OUTRIGGER REFUNDING BOND

A RESOLUTION of the Board of Commissioners of the Housing Authority of the City of Tacoma providing for the issuance of the Authority's Housing Refunding Revenue Bond, 2025 (Outrigger Project), in the principal amount of not to exceed \$2,300,000, the proceeds of which will be used to effect the refunding of the Authority's Housing Revenue Bond, 2015, and, at the option of the Authority, to pay costs of issuing the bond and the administrative cost of such refunding; determining the form, terms and covenants of the bond; creating a bond fund; approving the sale and providing for the delivery of the bond to Heritage Bank; authorizing and directing appropriate officers of the Authority to negotiate, execute and deliver such other documents as are useful or necessary to the purposes of this resolution; and determining related matters.

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

WHEREAS, RCW 35.82.070(2) provides that a housing authority may acquire and operate of housing projects;

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(1) permits a housing authority to "make and execute contracts and other instruments . . . necessary or convenient to the exercise of the powers of the authority";

WHEREAS, RCW 35.82.070(5) provides that a housing authority may pledge any interest in real or personal property;

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

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 Resolution 2015-9-23(7) adopted by the Board of Commissioners of the Authority (the "Board") on September 23, 2015, the Authority issued its Housing Revenue Bond, 2015

(Outrigger Project) (the “Refunded Obligation”) to Heritage Bank (the “Bank”) in the original principal amount of \$2,652,000, for the purpose of financing a portion of the cost of acquiring a 49-unit apartment complex located at 6102 6th Avenue, Tacoma, Washington, known as the Outrigger Apartments (the “Project”);

WHEREAS, the Refunded Obligation is scheduled to mature on October 31, 2025, and is currently subject to prepayment at the option of the Authority; WHEREAS, after due consideration, the Board has determined that it is necessary and desirable and in the best interest of the Authority to issue a revenue bond (the “Bond”) of the Authority to provide funds to refund the Refunded Obligation and, at the option of the Authority, to pay all or a portion of the costs of issuing the Bond and the administrative costs of such refunding;

WHEREAS, it is anticipated that the Bank will offer to purchase the Bond on the terms set forth in this resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF TACOMA as follows:

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

“Act” means chapter 35.82 of the Revised Code of Washington.

“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 Heritage Bank of Seattle, Washington.

“Bank Loan Agreement” means the loan or credit agreement with respect to the Bond, between the Authority and the Bank.

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

“Bond” means the Housing Refunding Revenue Bond, 2025 (Outrigger Project), of the Authority issued pursuant to, under the authority of and for the purpose provided in this resolution.

“Bond Fund” the Authority’s Housing Refunding Revenue Bond Fund, 2025 (Outrigger Project).

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

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

“Deed of Trust” means the deed of trust under which the Authority is the grantor and the Bank is the beneficiary constituting a lien on the real property and improvements constituting the Project which may include, without limitation, an amendment to the existing Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing granted by the Authority in connection with the issuance of the Refunded Obligation .

“Environmental Indemnity Agreement” means the certificate and indemnity agreement regarding hazardous substances, made by the Authority for the benefit of the Bank.

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

“Project” means, depending upon the context, (1) the refinancing of a portion of the cost of acquiring the 49-unit apartment complex located at 6102 6th Avenue, Tacoma, Washington, known as the Outrigger Apartments; or (2) the apartment complex so refinanced.

“Proposal Letter” means the letter of the Bank dated September 5, 2025, as it may be amended or supplemented, describing certain terms under which the Bank proposes to purchase the Bond, and any commitment letter issued pursuant thereto.

“Refunded Obligation” means all or a portion of the Authority’s Housing Revenue Bond, 2015 (Outrigger Project), in the original principal amount of \$2,652,000.

“Registered Owner” means the Bank, as registered owner of the Bond, or any subsequent owner of the Bond.

Section 2 Authorization and Description of Bond and Application of Proceeds. The Authority shall issue the Bond for the purpose of providing all or a part of the funds required to effect a current refunding of the Refunded Obligation and, at the option of the Authority, to pay all or a portion of the costs of issuing the Bond and the administrative costs of refunding and redeeming the Refunded Obligation. All proceeds of the Bond shall be used, at the direction of the appropriate officers of the Authority, for such 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.

Section 3 Description of the Bond. The Bond shall be called the Authority’s Housing Refunding Revenue Bond, 2025 (Outrigger Project); shall be in a principal amount of not to exceed \$2,300,000; shall be dated its date of delivery; shall be numbered R-1; and shall mature not more than 126 months from its date of issue. From its date of issue to the fifth anniversary of the date of issue, the Bond shall bear interest at a fixed rate per annum determined in accordance with the Proposal Letter. The interest rate on the Bond is subject to change on the fifth anniversary of the date of issue, as described in the Bond and the Proposal Letter. The interest rate on the Bond may be subject to adjustment during the continuance of an event of default or determination of taxability, as described in the Bond, and shall be computed on the basis of the actual number of days elapsed in a 360 day year. Principal of and interest on the Bond shall be payable in approximately equal monthly installments in amounts necessary to amortize the payments on the Bond over a period of 20 years. At maturity, any remaining outstanding principal balance and accrued interest on the Bond shall be due and payable in full. The regularly scheduled payments on the Bond shall be adjusted to reflect reamortization upon any partial prepayment of the Bond. If any payment comes due on a day that is not a business day, the Authority may make the payment on the first business day following the scheduled payment date.

The Bond shall have such other provisions consistent with the purposes of this resolution and the Proposal Letter as are set forth in the Bond. The Authority finds that the fixing of the interest rate as described in the Bond and in the Proposal Letter is in the best interest of the Authority. The Executive Director is authorized to determine and approve the final terms of the Bond. The execution or authentication of the Bond by the Executive Director shall be conclusive evidence of approval of the terms of the Bond as set forth therein.

If the Bond is not paid when properly presented at its maturity date, the Authority shall be obligated to pay interest on the Bond at then-applicable default rate of interest thereon from and after the maturity date until the Bond, both principal and interest, is paid in full.

Further, if an Event of Default (as defined in the Bond) occurs then, at the option of the Bank, the principal of and interest on the Bond shall become immediately due and payable.

Section 4 Prepayment Option. The Authority reserves the right and option to prepay the Bond, in whole or in part, at any time prior to its stated maturity date, upon payment of a prepayment fee, if any, as set forth in the Bond. The Bank may, in its sole discretion, waive any otherwise-applicable prepayment fee. Interest on the principal amount of the Bond called for prepayment shall cease to accrue on the date fixed for prepayment unless the principal amount called for prepayment is not paid on the prepayment date.

Section 5 Bond Registrar; Registration and Transfer of Bond. The Bond shall be issued only in registered form as to both principal and interest and recorded on the books or records maintained for the Bond by the Bond Registrar (the "Bond Register"). The Executive Director of the Authority shall serve as Bond Registrar for the Bond. The Bond Registrar shall keep, or cause to be kept, at the Bond Register's office in Tacoma, Washington, the Bond Register, which 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 assigned or transferred by the Bank without the Authority's prior written consent, except that the Bank may assign or transfer the Bond to any successor to the business and assets of the Bank.

Section 6 Place, Manner and Medium of 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 the Bond at the principal office of the Bond Registrar in Tacoma, Washington, for destruction or cancellation in accordance with law.

Section 7 Bond Fund; Security for the Bond. The Bond Fund is hereby established as a special fund of the Authority and is to be known as the Authority's Housing Refunding Revenue Bond Fund, 2025 (Outrigger Project). The Bond Fund is to be drawn upon for the sole purpose of paying the principal of and interest and prepayment fees (if any) on the Bond. The Authority pledges to deposit Project Revenues into the Bond Fund in amounts sufficient to pay the principal of and interest and any applicable prepayment fee on the Bond when due. The Bond will also be secured by the Deed of Trust.

The Bond shall not be a debt of City, the State of Washington or any political subdivision thereof, and the Bond shall so state on its face. Neither the City, the State of Washington nor any political subdivision thereof (except the Authority, from the sources specified herein) shall be liable for payment of the Bond nor in any event shall principal of, premium, if any, on and interest on the Bond be payable out of any funds or assets other than those pledged to that purpose by the Authority herein.

The Authority has no taxing power.

Neither the Authority (except to the extent of the pledge of the Project Revenues) nor any of the Commissioners, officers or employees of the Authority shall be personally liable for the payment of the Bond.

Section 8 Lost, Stolen or Destroyed Bond. In case the Bond shall be lost, stolen or destroyed after delivery to the Registered Owner, the Bond Registrar may execute and deliver a new Bond of like date and tenor to the Registered Owner upon the Registered Owner paying the expenses and charges of the Authority and upon filing with the Bond Registrar evidence satisfactory to the Bond Registrar that such Bond was actually lost, stolen or destroyed and of the Registered Owner's ownership thereof, and upon furnishing the Authority with indemnity reasonably satisfactory to the Authority.

Section 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 signatures of the Chair of the Board and the Executive Director, either or both of whose signatures may be in manual or facsimile form, and shall be impressed with the seal of the Authority or shall bear a manual or facsimile thereof. The Bond shall not be valid or obligatory for any purpose, or entitled to the benefits of this resolution, unless the Bond bears a Certificate of Authentication manually signed by the Bond Registrar stating "This Bond is the fully registered Housing Refunding Revenue Bond, 2025 (Outrigger Project) of the Housing Authority of the City of Tacoma described in the Bond Resolution." A minor deviation in the language of such certificate shall not void a Certificate of Authentication that otherwise is substantially in the form of the foregoing. The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this resolution.

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

Section 10 Refunding of the Refunded Obligation.

(a) Use of Bond Proceeds. The proceeds of the sale of the Bond necessary to carry out the current refunding of the Refunded Obligation shall be transferred to the holder of the Refunded Obligation and used, together with other money of the Authority available therefor, if necessary, to discharge all of the obligations of the Authority under the Refunded Obligation.

(b) Calls for Redemption of the Refunded Obligations. The Executive Director is authorized and directed to give, or cause to be given, call for the prepayment of the Refunded Obligation at the time determined by the Executive Director.

(c) Authority Findings with Respect to Refunding. The Board finds and determines that the issuance and sale of the Bond at this time is in the best interest of the Authority. In making such finding and determination, the Board has given consideration to the fixed maturity of the Refunded Obligation and the Bond and the costs of issuing the Bond.

Section 11 Preservation of Tax Exemption for Interest on Bond. The Authority covenants that it will take all actions necessary to prevent interest on the Bond from being included in gross income for

federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Bond or other funds of the Authority treated as proceeds of the Bond at any time during the term of the Bond which would cause interest on the Bond to be included in gross income for federal income tax purposes. The Authority also covenants that, to the extent arbitrage rebate requirements of Section 148 of the Code are applicable to the Bond, it will take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Bond, including the calculation and payment of any penalties that the Authority has elected to pay as an alternative to calculating rebatable arbitrage, and the payment of any other penalties if required under Section 148 of the Code to prevent interest on the Bond from being included in gross income for federal income tax purposes.

Section 12 Designation of Bond as “Qualified Tax-Exempt Obligation”. The Authority has determined and certifies that (a) the Bond is not a “private activity bond” within the meaning of Section 141 of the Code; (b) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds and other obligations not required to be included in such calculation) which the Authority and all entities subordinate to the Authority (including any entity which the Authority controls, which derives its authority to issue tax-exempt obligations from the Authority or which issues tax-exempt obligations on behalf of the Authority) will issue during the calendar year in which the Bond is issued will not exceed \$10,000,000; and (c) the amount of tax-exempt obligations, including the Bond, designated by the Authority as “qualified tax-exempt obligations” for the purposes of Section 265(b)(3) of the Code during the calendar year in which the Bond is issued does not exceed \$10,000,000. The Authority designates the Bond as a “qualified tax-exempt obligation” for the purposes of Section 265(b)(3) of the Code.

Section 13 Approval of Proposal Letter. It is anticipated that the Bank will offer to purchase the Bond under the terms and conditions contained in this resolution and in the Proposal Letter. The Board finds that such offer is in the best interest of the Authority, and therefore authorizes the Executive Director of the Authority to accept such offer on behalf of the Authority.

Section 14 Authorization of Documents and Execution Thereof. The Authority authorizes and approves the execution and delivery of, and the performance by the Authority of its obligations contained in, the Bond, this resolution, and the consummation by the Authority of all other transactions contemplated by this resolution in connection with the issuance of the Bond. The Board further authorizes the Executive Director to negotiate, approve, execute and deliver the Bank Loan Agreement, the Environmental Indemnity Agreement, the Deed of Trust, and such other instruments and agreements as may be necessary or desirable in connection with the sale of the Bond to the Lender. The Executive Director of the Authority is authorized to authenticate the Bond and to negotiate, execute and deliver documents reasonably required to be executed in connection with the issuance of the Bond and to ensure the proper use and application of the proceeds of the Bond.

The Bond will be prepared at the Authority’s expense and will be delivered to the Bank together with the approving legal opinion of Foster Garvey P.C., municipal bond counsel of Seattle, Washington, regarding the Bond.

Section 15 Acting Officers Authorized. Any action required by this resolution to be taken by the Chair of the Board or Executive Director of the Authority may in the absence of such person be taken by the duly authorized acting Chair of the Board or acting Executive Director of the Authority, respectively.

Section 16 Adoption of Post Issuance Compliance Policies and Procedures. The post-issuance compliance policies and procedures for tax-exempt bonds in the form on file with the Executive Director of the Authority and incorporated herein by reference are hereby adopted.

Section 17 Changes to Titles or Parties; Omission of Documents. While the titles of and parties to the various documents described herein may change, no change to such titles or parties shall affect the authority conferred by this resolution to execute, deliver, file (if required), enforce and perform the documents in their final form. The Executive Director in their discretion may omit any agreement described herein which is determined not to be necessary or desirable in connection with the issuance or sale of the Bond.

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

Section 19 Severability. If any provision in this resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provision of this resolution and shall in no way affect the validity of the other provisions of this resolution or of the Bond.

Section 20 Effective Date. This resolution shall be in full force and effect from and after its adoption and approval.

ADOPTED by the Board of Commissioners of the Housing Authority of the City of Tacoma at an open public meeting thereof this 24 day of September, 2025.

HOUSING AUTHORITY OF THE CITY OF TACOMA

By _____

Chair

ATTEST:

Executive Director

CERTIFICATE

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

1. That the attached Resolution 2025-09-24 (9) (the "Resolution") is a true and correct copy of the resolution of the Board of Commissioners of the Authority as adopted at a meeting of the

Authority held on September 24, 2025 (the “Meeting”), and duly recorded in the minute books of the Authority;

2. That the public was notified of access options for remote participation in the Meeting via the Authority’s website; and

4. That the Meeting was duly convened, held, and included an opportunity for public comment, in all respects in accordance with law, and to the extent required by law, due and proper notice of the Meeting was given; that a quorum was present throughout the Meeting, and a majority of the members of the Board of Commissioners of the Authority present at the Meeting voted in the proper manner for the adoption of the Resolution; that all other requirements and proceedings incident to the proper adoption of the Resolution have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand on September 24, 2025.

HOUSING AUTHORITY OF THE CITY OF TACOMA

Secretary and Executive Director of the Authority

Commissioner Young motioned to approve the resolution. Commissioner Dunn seconded the motion.

Upon roll call, the vote was as follows:

AYES:	3
NAYS:	0
Abstain:	0
Absent:	1

Motion approved: September 24, 2025

Stanley Rumbaugh, Chair

8.10 2025-09-24 (1) SALISHAN LOAN REFINANCE

A RESOLUTION OF BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF TACOMA AUTHORIZING A LOAN FROM HERITAGE BANK TO SALISHAN FIVE LLC, AUTHORIZING AND DIRECTING APPROPRIATE OFFICERS OF THE HOUSING AUTHORITY OF THE CITY OF TACOMA TO EXECUTE SUCH DOCUMENTS AS ARE USEFUL OR NECESSARY TO THE PURPOSES OF THIS RESOLUTION, AND DETERMINING RELATED MATTERS.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF TACOMA, as follows:

Section 1. The Board of Commissioners (the “Board”) of the Housing Authority of the City of Tacoma (the “Authority”) hereby makes the following findings and determinations:

(a) The Authority seeks to encourage the provision of long-term housing for low-income persons residing within Tacoma, Washington (the “City”).

(b) The Authority is authorized by the Housing Authorities Law (chapter 35.82 RCW) to, among other things: (i) “prepare, carry out, acquire, lease and operate housing projects” (RCW 35.82.070(2)); (ii) “make and execute contracts and other instruments” (RCW 35.82.070(1)); and (iii) “delegate to one or more of its agents or employees such powers or duties as [the Authority] may deem proper” (RCW 35.82.040).

(c) The Authority formed Salishan Five LLC (the “Company”) on January 16, 2007, and has served as the Company’s managing member at all times. Pursuant to a Lease Agreement dated as of June 26, 2008, by and between the Authority and the Company, as previously amended and supplemented, the Company has a leasehold interest in the land and buildings comprising the Salishan Five affordable rental housing project located at 1728 East 44th Street, Tacoma, Washington (the “Project”). The Company previously claimed federal low-income housing tax credits (“LIHTCs”) with respect to the Project. Following the expiration of the compliance period with respect to such LIHTCs, the Company’s special member and investor member transferred their respective membership interests to Tacoma Housing Development Group (“THDG”) pursuant to an Assignment and Assumption of Membership Interests and Second Amendment to Amended and Restated Operating Agreement dated as of January 1, 2025.

(d) The Company and CITICORP USA, INC. (“Citi”) are parties to a Loan and Disbursement Agreement dated as of August 13, 2010, as previously amended and supplemented, pursuant to which Citi made one or more loans to the Company in the principal amount of \$2,241,723 to

finance or refinance a portion of the costs of constructing the Project (together, the “Refinanced Obligation”), which Refinanced Obligation is currently scheduled to mature on December 1, 2025.

(e) The Board has determined that it is necessary and advisable and in the best interest of the Authority, the Company, and the Project, that the Company to borrow money to refund the Refinanced Obligation and, at the option of the Authority in its capacity as managing member of the Company, to pay all or a portion of the transaction costs associated with the Bank Loan (as defined below) and the administrative costs of such refunding.

(f) Heritage Bank (the “Bank”) has proposed to extend a loan to the Company (the “Bank Loan”) as set forth in a letter of the Bank dated September 9, 2025 (as it may be amended or supplemented, and any commitment letter issued pursuant thereto, the “Proposal Letter”),

Section 2. Bank Loan. The Authority, acting as the managing member of the Company, is authorized to obtain the Bank Loan in a maximum principal amount of \$1,500,000, to provide funds with which to effect a current refunding of the Refinanced Obligation and, at the option of the Authority, acting

as the managing member of the Company, to pay all or a portion of the transaction costs associated with the Bank Loan and the administrative costs of such refunding, all pursuant to the terms of the Loan Documents (as hereinafter defined). The Board authorizes the Executive Director of the Authority and the Executive Director’s designees (each, an “Authorized Officer” and collectively, the “Authorized

Officers”), and each of them acting alone, to negotiate and approve on behalf of the Authority (acting on its own behalf and as managing member of the Company) all documents relating to the Bank

Loan to executed by the Company and/or the Authority, which may include, without limitation, a loan or credit agreement, promissory note, a leasehold deed of trust, a certificate and indemnity agreement regarding hazardous substances, and a priority and subordination agreement (collectively, the "Loan Documents"). The Authorized Officers, and each of them acting alone, are authorized to determine the terms of Bank Loan, which terms shall be set forth in the Loan Documents. The execution of the Loan Documents by any Authorized Officer shall be conclusive evidence of approval by the Authority and the Company of the terms set forth therein.

Section 3. Redemption and Prepayment of the Refinanced Obligation. The Authority, acting on its own behalf and in its capacity as the managing member of the Company, is authorized to cause the redemption and prepayment of the Refinanced Obligation.

Section 4. Supplemental Authorization. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority (acting on its own behalf and/or as managing member of the Company) to: (i) 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; (ii) cause the Authority and/or the Company, 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; and (iii) notwithstanding any other Authority resolution, rule, policy, or procedure, to create, accept, execute, send, use, and rely upon such tangible medium, manual,

facsimile, or electronic documents, records, and signatures under any security procedure or platform, as in such Authorized Officer's judgment may be necessary or desirable to give effect to this resolution and to consummate the transactions contemplated herein.

Section 5. 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, and/or in its capacity as managing member of the Company, as applicable) to fulfill the Authority's duties and obligations, and cause the Company to fulfill the Company's duties and obligations, under the Loan Documents.

Section 6. Acting Officers Authorized. Any action authorized or directed by this resolution to be taken by the Executive Director of the Authority, may in the absence of such person, be taken by a duly authorized acting Executive Director of the Authority or any other employee of the Authority that has been designated by the Executive Director or the Board to act in the Executive Director's absence.

Section 7. 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.

Section 8. Severability. If any provision in this resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provision of this resolution.

Section 9. Effective Date. This resolution shall be in full force and effect from and after its adoption and approval.

ADOPTED by the Board of Commissioners of the Housing Authority of the City of Tacoma at an open public meeting held on September 24, 2025.

HOUSING AUTHORITY OF THE CITY OF TACOMA

Chair, Board of Commissioners

ATTEST:

Executive Director

CERTIFICATE

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

1. That the attached Resolution 2025-09-24 (10) (the "Resolution") is a true and correct copy of the resolution of the Board of Commissioners of the Authority as adopted at a meeting of the Authority held on September 24, 2025 (the "Meeting"), and duly recorded in the minute books of the Authority;

2. That the public was notified of access options for remote participation in the Meeting via the Authority's website; and

4. That the Meeting was duly convened, held, and included an opportunity for public comment, in all respects in accordance with law, and to the extent required by law, due and proper notice of the Meeting was given; that a quorum was present throughout the Meeting, and a majority of the members of the Board of Commissioners of the Authority present at the Meeting voted in the proper manner for the adoption of the Resolution; that all other requirements and proceedings incident to the proper adoption of the Resolution have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand on September 24, 2025.

HOUSING AUTHORITY OF THE CITY OF TACOMA

Secretary and Executive Director of the Authority

Commissioner Dunn motioned to approve the resolution. Commissioner Young seconded the motion.

Upon roll call, the vote was as follows:

AYES: 3
NAYS: 0
Abstain: 0
Absent: 1

Motion approved: September 24, 2025

Derek Young, Chair

9. COMMENTS FROM COMMISSIONERS

The commissioners expressed gratitude to staff, and Vice Chair Hodge praised the HR department.

10. ADJOURNMENT

There being no further business to conduct, the meeting ended at 5:33 pm.

APPROVED AS CORRECT

Adopted: October 22, 2025

Stanley Rumbaugh, Chair



Real Estate Development Committee

Chair Stanley Rumbaugh
Vice Chair Minh-Anh Hodge

Finance Committee

Commissioner Derek Young
Commissioner Athena Dunn

Community Partnerships and Advocacy Committee

Commissioner Athena Dunn

Education, Housing, Services and Partnerships Committee

Commissioner Derek Young
Vice Chair Minh-Anh Hodge



TACOMA HOUSING AUTHORITY

FINANCE REPORT



MOTION

Date: November 5, 2025

To: THA Board of Commissioners

MOTION

Adopt a consent motion ratifying the payment of cash disbursements totaling \$10,197,892 for the month of September 2025.

Approved: November 5, 2025

Stanley Rumbaugh, Chair

	Check Numbers					
	From	To	From	To	From	To
	Amount		Totals			
	A/P Checking		SAL 7 Checking		THDG Checking	
Checks	98,057	-	98,108	1,044	-	1,046
Wire/EFT	142	-	149	-	-	-
ACHs	4,226	-	4,294	236	-	243
Business Support Center				1,102,807		
Moving To Work Support Center				46,653		
Moving To Work Buildings (used by Support Center)				7,336		
Tax Credit Program Support Center				32,774		
Support Center Allocation				11,863		
Section 8 Programs				367,922		
James Center				231,480		
Salishan 7				43,488		
Alberta J Canada Bldg				112		
Education Program - THDG				402		
THDG - General				3,140		
Hillsdale Heights				995		
Aviva Crossing - EPA Funds				100,864		
Aviva Crossing - Pierce County Funds				164,559		
Hillside Terrace & Salishan Resyndication				142,217		
Bus Development Activity				39		
CS General Business Activities				25,960		
Department of Commerce Funding for Crisis Residential Center				88,240		
Community Services MTW Fund				1,365		
AMP 6 - Scattered Sites				11		
AMP 9 - HT 1500 - Subsidy				193		
THA SUBTOTAL				2,372,418		
Hillside Terrace 2 & 1500				1,741		
Bay Terrace I & II & Community Facility				2,354		
Housing Hilltop LLLP				363,934		
Arlington Youth Campus				1,548		
Court F (The Rise)				1,035		
Renew Tacoma Housing				22,264		
Salishan 1 - Salishan 6				7,236		
Tax Credit Property Allocations				5,762		
TAX CREDIT SUBTOTAL (Operations & Development - billable)				405,874		2,778,292
Section 8 Checking Account (HAP Payments)						
SRO/HCV/VASH/FUP/NED/EHV/MSV	Check #'s	490,113	-	490,222	204,174	
	ACHs	58,069	-	59,022	5,488,677	\$ 5,692,851
Payroll & Payroll Fees - ADP	EFT	37	-	39		\$ 1,726,748
TOTAL DISBURSEMENTS					\$	10,197,892

TACOMA HOUSING AUTHORITY			
CASH POSITION - August 2025			
Account Name		Current Balance	Interest
HERITAGE BANK			
Accounts Payable		7,013,052	2.54%
Section 8 Checking		6,410,377	2.54%
THA Scattered Sites Proceeds		6,027,817	2.54%
FSS Escrows		151,809	2.54%
FSS Forfeitures		60,221	2.54%
Note Fund Account		110	2.54%
THDG - Tacoma Housing Development Group		906,407	2.54%
Salishan 7 Operations		2,120,067	2.54%
Salishan 7 Security Deposit		38,054	2.54%
Salishan 7 Replacement Reserve		809,039	2.54%
Salishan 7 Operating Reserve		218,844	2.54%
North Highland Operations		30,182	2.54%
North Highland Security Deposit		27,045	2.54%
North Highland Capital Reserve		422,366	2.54%
Highland Crest Operations		1,400,712	2.54%
Highland Crest Replacement Reserve		488,583	2.54%
Highland Crest Security Deposit		41,942	2.54%
Outrigger Operations		773,052	2.54%
Outrigger Replacement Reserve		439,650	2.54%
Outrigger Security Deposit		26,773	2.54%
Payroll Account		25,690	2.54%
HOME STREET BANK			
James Center North Operations		1,061,223	0.00%
James Center North Security Deposit		75,265	0.00%
WASHINGTON STATE			
Investment Pool		\$ 1,087,750	4.38%
1. TOTAL THA CASH BALANCE		\$ 29,656,029	
Less:			
2. Total MTW Cash Balance		\$ 3,870,629	
Less Minimum Operating Reserves			
2.01 Public Housing AMP Reserves (4 months Operating Exp.)			
2.02 S8 Admin Reserves (3 months Operating Exp.)		726,000	
2.09 Less Total Minimum Operating Reserves		\$ 726,000	
2.1. MTW Cash Available (Lines 2-2.09)		\$ 3,144,629	
3. MTW Cash Held By HUD		\$ 5,009,337	
4. Non MTW Cash Restrictions/Obligations			
4.1 Non MTW Operational Restrictions			
4.10 HUD Restricted - Lot and Property Sales		\$ 6,027,817	
4.101 Scattered Sites Proceeds (Afford Hsg)	6,027,817		
4.20 THA Property Accounts Reserved		\$ 4,921,773	
4.201 Security Deposit Accounts	209,078		
4.202 Highland Crest Operations Reserves	520,000		
4.203 Highland Crest Replacement Reserves	488,583		
4.204 James Center North Capital	83,056		
4.205 Outrigger Operations Reserve	150,000		
4.206 Outrigger Replacement Reserves	439,650		
4.207 Salishan 7 Operations Reserves	750,000		
4.208 Salishan 7 Replacement Reserves	809,039		
4.209 North Highland Court Operations Reserves	50,000		
4.210 North Highland Capital Reserve	422,366		
4.211 James Center North Operations Reserves (Debt Svc)	1,000,000		
4.30 Rental Assistance Reserves		\$ 911,905	
4.301 Mod Rehab Operating Reserves	69,269		
4.302 VASH, FUP, FYI, NED, EHV & MAIN HAP & AF Reserves	630,607		
4.303 FSS Escrows & Forfeitures	212,029		
4.40 Prepaid Grants		\$ 1,034,413	
4.401 TPS Interlocal (CS-2017-011)	66,251		
4.402 College Spark (PI-2018-005)	35,172		
4.403 GTCF Grant (PI-2019-005)	26,584		
4.404 THDG	906,407		
4.60 Total - Non MTW Cash Restrictions (4.10+4.20+4.30+4.40+4.50)		\$ 12,895,907	
4.70 Agency Contracted or Budgeted Commitments Remaining		\$ -	
	-		
	-		
4.99 Total Non MTW Cash Restrictions/Obligations (Lines 4.60+4.70)		\$ 12,895,907	
5. THA UNENCUMBERED (Non-MTW) CASH (Lines 1-2-4.99)		\$ 12,889,493	
6. Development Advances - Project Reimbursement upon draw		\$ 138,421	
6.01 Housing Hilltop LLLP	138,421		



TACOMA HOUSING AUTHORITY

AGENCY MONTHLY REPORT



To: THA Board of Commissioners
From: April Black, Executive Director
Date: November 5, 2025
Re: Agency Monthly Report

THA's Mission

We provide high quality, stable and sustainable housing and supportive services to people in need. It does this in ways that help them prosper and help our communities become safe, vibrant, prosperous, attractive and just.

In this report you will find our agency highlights for the month of October. The agency updates are categorized as they relate to our long-term goals:

1. Enhance Our Financial Resilience and Sustainability
2. Add More Affordable Housing Throughout Tacoma and Pierce County
3. Invest in Housing Stability and Community Vitality
4. Serve as a Great Employer, Contractor, and Community Partner

Every person at THA contributes to our work and is integral to fulfilling our mission. This report represents just a small percentage of the work our team does in service to our community.

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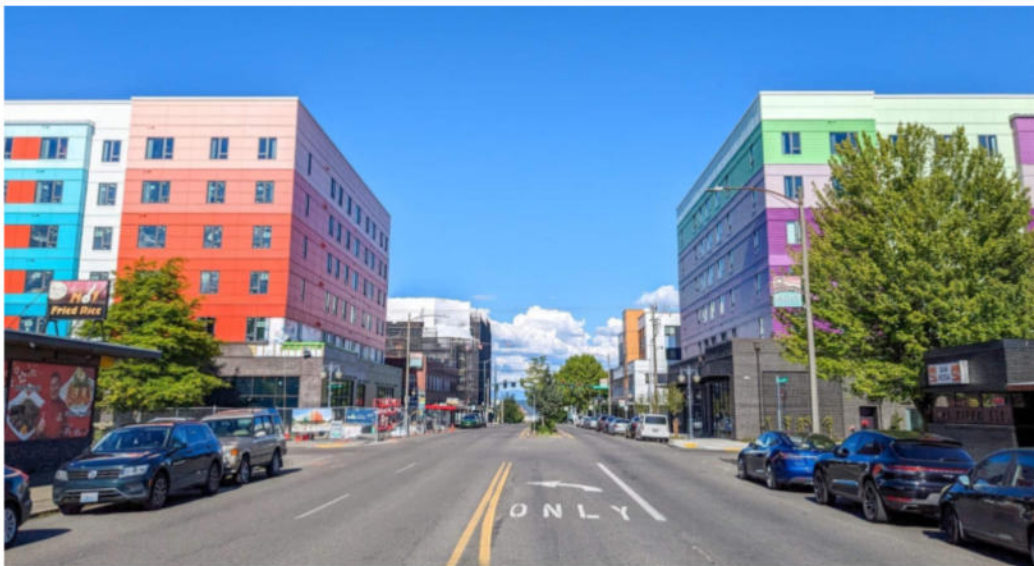
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ENHANCE OUR FINANCIAL RESILIENCE AND SUSTAINABILITY

Financial Sustainability updates are included in the Finance update.

ADD MORE AFFORDABLE HOUSING THROUGHOUT TACOMA AND PIERCE COUNTY

Housing Hilltop



Commercial Space

- Reyna Filipina
 - Reyna Filipina has submitted a revised proposal for the build out of their space that includes reallocating responsibility for portions of the build out. THA is reviewing this internally and will seek Leadership approval before making a final decision.
- Rainier Gallery
 - Rainier Gallery has engaged a contractor to review their initial designs to build-out their space.
- North Commercial Space
 - AMRED has received a market analysis for the Hilltop area to help with occupying this space. Weekly marketing meetings are ongoing with the Broker.

Art Curation

- The first community workshop at Housing Hilltop is scheduled for November 1st to solicit art design ideas from the residents.

Permanent Financing

- Efforts are currently underway to convert from construction to permanent financing. Based on the original schedule, this is anticipated to occur on February 28, 2026. However, due to higher than anticipated delinquency rates which affect debt service coverage ratio calculations, meeting the original deadline will be challenging.

Aviva Crossing



Koz Lot (1)

- An addendum to the purchase and sale agreement (PSA) has been executed by both parties extending the closing date again and applying an interest charge to the infrastructure portion of the Koz payment beyond September 30, 2025, due at closing.

Mercy (Lot 4)

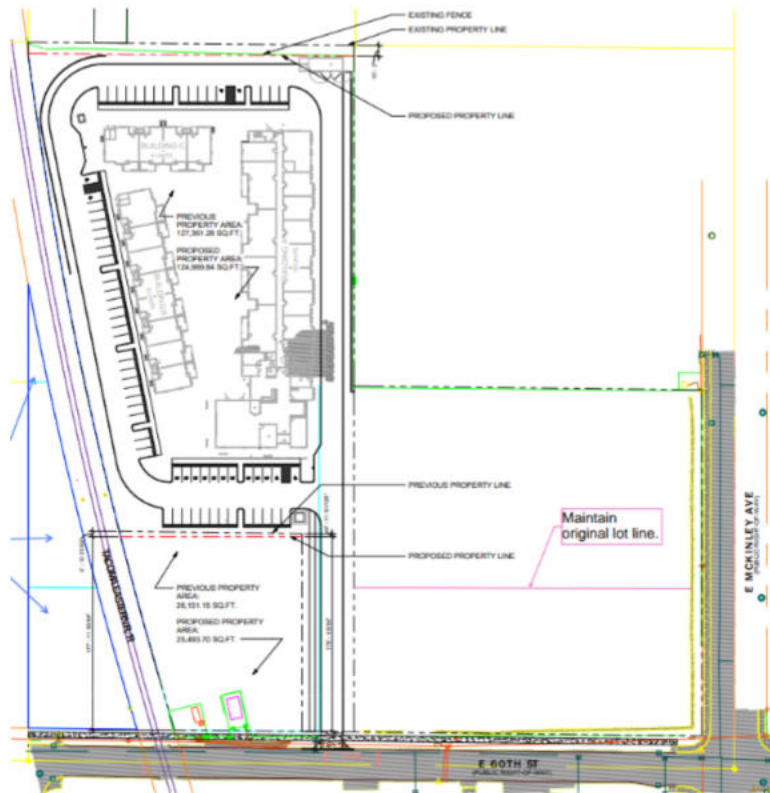
- The Mercy building (129 units) roofing, building wrap, and window installation is complete, providing significant weather protection in time for the wetter and colder weather. The building is on track for an end of April 2026 delivery.
- Some temporary and final paving has begun, opening traffic flow on some areas of the site, while one of the northern access points to the commercial area is closed for utility work.



Related Northwest (Lot 3)

- A Leadership meeting between Related NW and THA has been scheduled for Monday, November 3rd to discuss the current structure of the deal.

Hillsdale Heights



Bridge Meadows

- Closing is scheduled for December 2025.
- THA is coordinating with Habitat for Humanity to obtain the necessary legal documents to deal with an encroachment issue on the North side of the parcel.

Louis Rudolph Homes

- Is still working with the State to secure \$1.7M in funding for their modular construction plan to build 52 townhouses.

Making A Difference Foundation

- Is continuing to work with their lenders to secure enough funding and support for the project.

Salishan & Hillside 2300 Resyndication



Pictured above: Sketch of community room at Hillside Terrace 2300

- AMRED continues to work with Brawner on completing all Due Diligence items.
- LMC and 1Drop have submitted their final estimate based on bidding. Results are in line with the original financial model estimates.
- All interested parties have legal counsel engaged and drafting documents in preparation for closing on November 20th. Due to the Federal government shutdown, financing and closing for the project may be impacted. However, based on the latest information, the project will still close in 2025.
- Lender and investor site visit took place on October 16, 2025, where ten Salishan and five Hillside Terrace units were toured.

INVEST IN HOUSING STABILITY AND COMMUNITY VITALITY

Rent Collection

The Property Management (PM) team in coordination with Client Support and Empowerment (CSE), continues to issue violation letters and complete warm outreach for units one month behind on rent. 30-day non-payment notices are issued for households 2 months behind on

rent. TMC 1.100 Winter Ban takes affect November 1st through April 1st. Therefore, there will be a significant decrease in evictions/move outs.

Rent Collection	Aug.	Sept.	Oct.	Nov.	Dec.
Total Rent Arrears	\$512.13	\$533,159	\$538,873		
% of Households Current on Rent	60%	62%	62%		

Current Unit Turn Report

Total Units in repair make ready (RMR): 18-including 6 set aside units

Total Units Received in October: 11

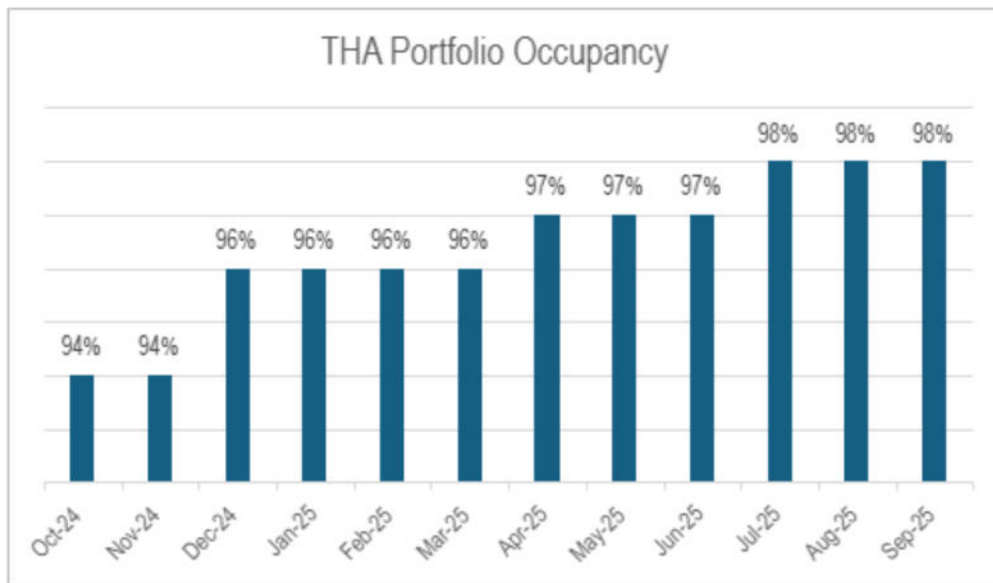
Total units carrying Over: 0 anticipated over 30 days excluding set asides,

- The Rise #010 due to the window damage that will take a few weeks to receive service from manufacturer. Steve Couch is currently overseeing project, but I will update as information comes in for completion.
- 5437 S Stevens (Dixon Village), water loss on 8/4-contractor putting back, anticipated completion for PD 10/13. Confirmed walk with PD on 10/14. Walked unit and cleared it for unit turn team start on 10/17.

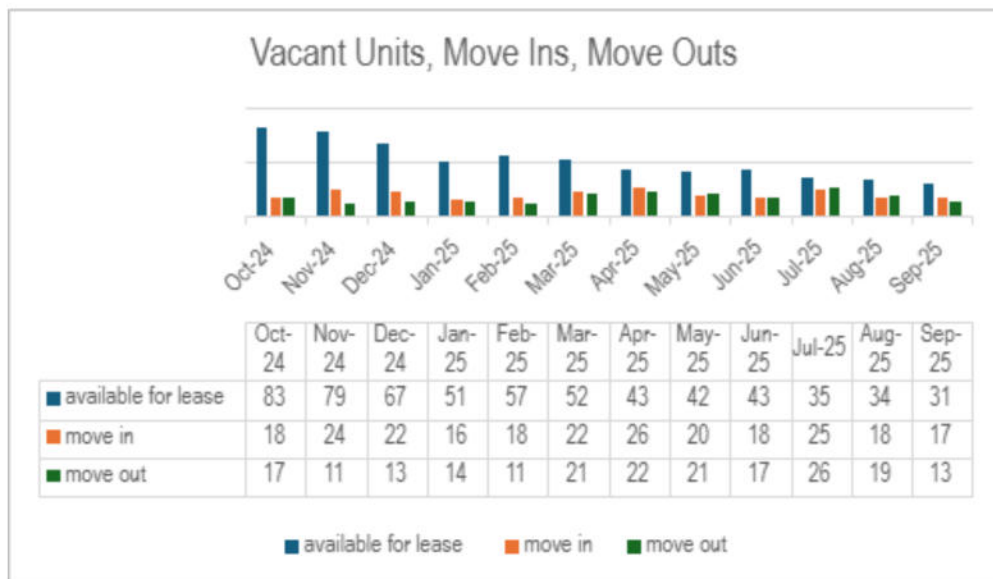
Under 30 days: 11 in RMR: Over 30 days: 5 set aside units and The Rise #010 currently at 78 days, 5437 Stevens currently at 45 days.

Projected to go over 30 days: 0 outside of what has already been reported

THA Unit Occupancy Progress

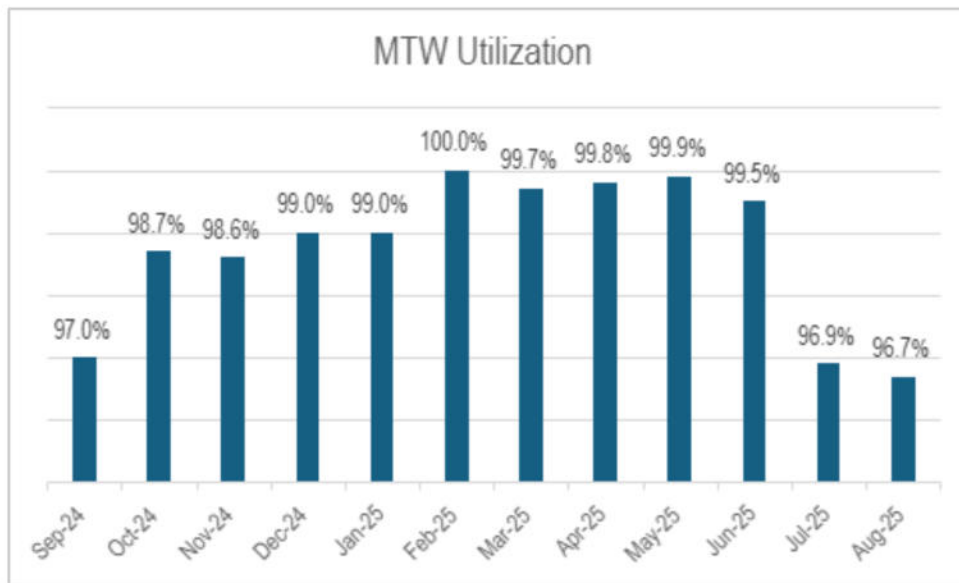


THA is currently holding 18 units offline for residents affected by the resyndication. Utilization remains steady at this time.



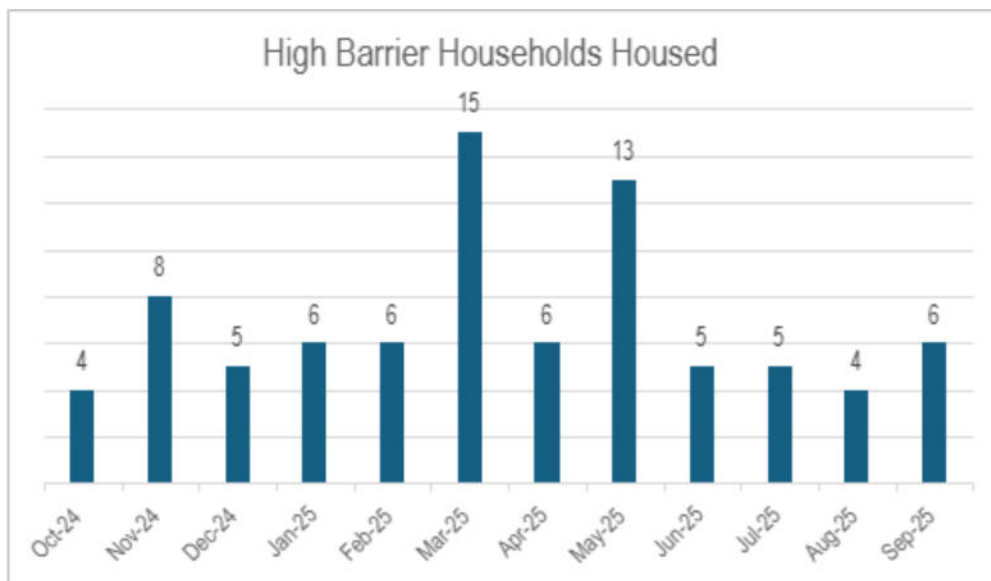
THA averages 20 move-ins monthly, but this will decline as more units go offline for resyndication.

MTW Program Utilization



Current utilization is expected to decline further due to the need for vouchers at the new Aviva Crossing project expected to open in April 2026.

Serving High Barrier Households



THA has one Housing Navigator who helped 6 households achieve lease up success in September.

Family Self-Sufficiency (FSS) Enrollment Update

One of THA's strategies for increasing housing stability and community vitality centers around achieving year-over-year improvements in income and asset-building benchmarks. Operating the Family Self-Sufficiency (FSS) program is one of the ways that THA is able to meet this goal.

THA applies annually to receive funding from HUD to support the Family Self-Sufficiency (FSS) program. We recently submitted a renewal application for \$262,140 to HUD to maintain our current three HUD-funded FTEs who support families enrolled in the FSS program and work with them on longer-term economic mobility goals, including incoming off of TANF due to increased employment and wages. THA has an FSS enrollment goal of maintaining a minimum of 125 FSS active participants each year; we are pleased to report that as of the end of October, Community Advocates have already worked with 177 participants in FSS! That's a 140% goal achievement, with still two months remaining in 2025.

SERVE AS A GREAT EMPLOYER, CONTRACTOR, AND COMMUNITY PARTNER

On September 24, the Human Resources team hosted THA's 2nd Annual Benefits Fair and Vaccination Clinic. Attendance was high and staff had opportunities to learn about benefits and resources from providers, win prizes by participating in raffles and games, enjoy delicious snacks, and get vaccinated.

In October, the Human Resources team invited all employees to participate in the Essential Conversations Feedback Survey to assess the effectiveness, fairness, and overall impact of THA's new performance management tool. Sixty percent of employees responded to the survey, with most employees providing positive and encouraging feedback. This represents a strong response rate, as participation rates of 50% or higher are considered favorable.

THA Community Programming Feedback Survey

THA's Community Building team is actively working on collecting data from residents as a part of the annual Community Programming Feedback Survey. What started out as a survey for a specific subset of residents for a grant opportunity has become a larger attempt by THA to collect feedback from residents across THA's portfolio on what community resources and programming they would like greater access to.

Results from last year's survey were highlighted in the March 26, 2025, Board of Commissioners report. Residents' feedback on increased access to financial coaching, homeownership services and opportunities for resident mobilization last year led to a broader range of on-site partnerships in these areas, including an increased presence from Habitat for Humanity's

homeownership and financial pathways programming, and the two-day Resident Council Leadership training from Dr. Samuel Little, CEO and President of the National Alliance of Resident Services in Affordable and Assisted Housing (NAR-SAAH). We look forward to sharing the results of this survey in early 2026.

MDC Partnership Provides Increased Access to LIHEAP Energy Assistance

Thanks to a partnership with MDC, residents in our 7 mid-rise apartment communities for seniors and individuals with disabilities will receive some income support relief this winter to support their energy usage. MDC worked with THA Community Builders and Community Advocates to accept 122 applications for energy assistance using the Department of Commerce Low-Income Home Energy Assistance Program (LIHEAP) in October. This incredible turnout means that about 1 out of every 3 residents who live in a mid-rise unit attended the energy assistance events. Last year, a similar number of residents participated and collectively received over \$41,000 in income supports from LIHEAP.

Additional drop-in opportunities to submit applications are also occurring across THA's family properties and additional data will be provided when those events are finalized.

A LOOK AHEAD: APPROVE AGENCY BUDGET

Our December Board meeting will be focused on approving the 2026 Fiscal Year Agency Budget.

OTHER UPDATES

Government Shutdown

We remain steady in the midst of the month-long government shutdown. HUD funds are expected to come in until mid-December.

Since systems like food benefits are affected, we're sharing resources on social media so customers know where to go.

Emergency Housing Vouchers

Attached you will find a memo with our plans for the Emergency Housing Voucher (EHV) participants.

Council of Large Public Housing Authorities (CLPHA) Fall Conference

Thank you to Commissioners Rumbaugh and Dunn for attending the Fall CLPHA Conference in late October. We took the opportunity to visit Senator Cantwell and staff

from the remaining Congressional offices. We focused on federal funding, our \$850,000 request for the Salishan/Hillside resyndication, and regulatory reform.

Tacoma Landlord Fairness Code

We have spent the past several weeks providing City Council with information about the impact of the Landlord Fairness Code. Attached you will find the letter we submitted.

We will also continue to provide testimony and City Council and subcommittee meetings. This law is significantly impacting our ability to continue to provide affordable housing in the community.



To: THA's Board of Commissioners
From: Amber Prentice, Director of Rental Assistance
Date: October 23, 2025
Subject: Sunsetting EHV Program Proposals

On March 6, 2025, HUD announced plans to end the Emergency Housing Program earlier than its originally planned expiration date of September 2030. The Tacoma Housing Authority has carefully evaluated the impact this loss of funding will create for the 115 households currently subsidized with EHV funds. 72% (78) are considered work able households and 28% (27) identify as senior/disabled. The EHV program remains a crucial resource for individuals and families requiring assistance many of whom include households with children, disabled households, and elderly households.

The EHV program's Housing Assistance Payment (HAP) funds average \$2,004,094 annually. Current projections indicate that THA's final allocation of HUD funding will sustain the program through September 2026.

Creating Pathways to Additional Programs/Opportunities

THA has identified several potential pathways for impacted EHV households to access other programs. To transition households to other programs, THA must have the authority to do so. The THA Administrative Plan allows for a Local Preference to assist families who have been terminated or are at risk of being terminated from its HCV program due to insufficient funding. On 9/26/2025, THA submitted a waiver request with HUD (PIH2025-19) that, if approved, would permit the agency to place all EHV participant households on the waitlist without requiring individual applications. The waiver would create less Administrative and household burden.

Detailed below are nine potential pathways to transition or absorb EHV program participants to other programs:

1. Waitlist Preference

While THA is not currently issuing HCV vouchers, THA will explore waivers that permit PHA's to place all EHV households on the waitlist, and in the meantime, staff will encourage EHV households to apply to the continuously open waitlist. When THA resumes issuing vouchers, the remaining EHV households will receive prioritization via a Local Preference. To implement this would require THA's IT team with Yardi support to create a fixed waitlist preference that EHV applicants cannot modify during required Save My Spot check-ins.

2. THA Unit Offer

THA's Local Preferences will permit the agency to offer THA units to eligible EHV households. Although THA does not have enough units available for all households, and not every offer will be accepted, Rental Assistance has reviewed the households on the program and recommends that units be offered first to those paying minimum rent.

Benefits of THA Unit Offers: Households renting THA units will pay no more than 30% of their income toward rent, maintaining affordability amid increasing rents. Senior and disabled households residing in THA-owned units will not be responsible for utility payments. Upon one year in good standing, households may join the choice mobility waitlist for a tenant-based HCV voucher to relocate to a community of their choice. Placement on the waitlist is possible, even though HCV vouchers are not currently being issued.

Drawbacks of THA Unit Offers: Offers will be limited to the next available unit, providing fewer unit options for selection. A move will be required, and a security deposit must be paid; however, installment payment arrangements are allowable. Some EHV participants may have to break leases with their current landlord. Customers on THA's waitlist will wait longer for housing assistance.

3. Partnership with Aviva Crossing

THA will sign a Memorandum of Understanding (MOU) with Mercy Housing to prioritize EHV households at Aviva Crossing, a new project-based property ready for occupancy in April 2026. We have set a goal for at least 30 EHV households to lease up at Aviva Crossing.

Benefits of Aviva Partnership: Households will pay no more than 30% of their income toward rent, maintaining affordability amid increasing rents. Upon one year in good standing, households may join the choice mobility waitlist for a tenant-based HCV voucher to relocate to a community of their choice. Placement on the waitlist is possible, even though HCV vouchers are not currently being issued.

Drawbacks of Aviva Partnership: Offers will be subject to Aviva's waitlist selection policy and eligibility requirements, potentially providing fewer options to choose from. A move will be required, and a security deposit must be paid; however, installment payment arrangements are allowable. Some EHV participants may have to break leases with their current landlord.

4. Mainstream Voucher Offer (MSV)

HUD allows PHAs to offer eligible disabled EHV households admission to the Mainstream voucher program as directed by the June 20, 2025, HUD guidance PIH 2025-19. Currently there are 27 households who identify as disabled households. Presently, THA faces an MSV funding shortfall and cannot extend this offer. On June 25, 2025, THA applied for shortfall funding. If HUD awards shortfall funding, THA will reconsider offering Mainstream vouchers to eligible EHV households.

Benefits of MSV Transition: Eligible households could remain in their current residence without a new deposit if they lease in place.

Drawbacks of MSV Transition: THA is applying for additional funds and currently cannot issue Mainstream vouchers. The payment standard aligns with regular HCV standards (EHV has a higher, exception payment standard), and rents may become less affordable, increasing rent burdens. If a move is necessary, a security deposit will be required, with installment options available. Some EHV participants may have to break leases with their current landlord. Other MSV eligible households on THA's waitlist would wait longer to be served.

5. Tenant Protection Voucher (TPV)

HUD has signaled that they may permit PHAs to transition EHV participants to Tenant Protection Vouchers (TPV). THA intends to request TPV vouchers for EHV households should HUD open applications. TPVs are typically used during building demolitions or similar circumstances. This program has seen decreased use in recent years with HUD reallocating funds for HCV shortfalls.

Benefits of TPV Transition: Eligible households could remain in their current residence without a new deposit if they lease in place. Depending on a potential allocation of TPVs all households would be eligible for this option.

Drawbacks of TPV Transition: The payment standard would match HCV standards (EHV has a higher, exception payment standard), possibly increasing household rent burdens if rents are unaffordable. If a move is necessary, a security deposit will be required, with installment options available. Some EHV participants may have to break leases with their current landlord.

6. Absorption into THA's HCV Program using THA's Non-Recurring Rapid Rehousing (RRH) Funds

With the termination of the Rapid Rehousing contract with Pierce County effective July 31, 2025, THA could reallocate the \$900,000 in funding to support the EHV program.

Benefits of Reallocating the RRH Funding to HCV for EHV: Provides additional funding for EHV HAP payments.

Drawbacks of Reallocating RRH Funding to HCV for EHV: THA will reduce its Substantially the Same (STS) utilization by over 2% and will serve over 100 fewer households. This also impacts the County's capacity to serve additional households. This funding has historically been non-recurring in THA's budget and would need to become recurring. The non-recurring funding was a lever for THA to pull to address budget shortfalls, which would no longer be an option.

The payment standard would match HCV standards, possibly increasing household rent burdens if rents are unaffordable. If a move is necessary, a security deposit will be required, with installment options available. Some EHV participants may have to break leases with their current landlord.

7. Absorption into THA's HCV Program

Due to existing commitments and uncertain future federal funding, THA is not issuing HCV vouchers and cannot currently absorb EHV households into the HCV program until adequate funding and vouchers become available (likely 2027 or later).

Benefits of HCV Transition: Eligible households could remain in their current residence without a new deposit if they lease in place. This pathway would increase THA's STS and utilization rates.

Drawbacks of HCV Transition: THA is not currently issuing HCV vouchers. The payment standard would match HCV standards, possibly increasing household rent burdens if rents are unaffordable. If a move is necessary, a security deposit will be required, with installment options available. Some EHV participants may have to break leases with their current landlord.

Customers on THA's waitlist will wait longer for housing assistance.

8. Termination of Subsidy

Termination due to insufficient funding is considered a last resort. THA is hopeful and anticipates that many EHV households will accept and find alternative offers prior to subsidy termination. However, some households could be terminated when the funding is exhausted.

Spending down the EHV Budget Authority

While this memo outlines options to sustain the EHV households on an array of THA subsidized programs, it is critical for THA to exhaust the already allocated EHV funding. THA has been advanced the remainder of the agency's EHV funding. That funding may only be used for EHV families.

Recommended Next Steps: A Balancing Act to Transition Households to other Programs while Exhausting EHV Funding

Rental Assistance recommends a targeted outreach approach with the goal of reducing the EHV program population by 40% by the end of Q2 2026. The remaining households will either attrition off the program or will be transitioned to other programs at a later date. This approach would allow THA to stretch out the EHV funding while only impacting a portion of the households in the immediate term.

This approach will require constant tracking and foresight to stay on top of when to begin the transition of the second phase of households based on THA's budget.

Rental Assistance recommends transitioning most EHV households using options #1-5 above as a first step. Absorbing them into THA's HCV program or ending assistance should be considered when only six months of EHV funding remains.

Outreach and Engagement Timeline

Rental Assistance will send detailed communications to all EHV participants and their landlords mid-November 2025, notifying them of the upcoming discontinuation of funding and the expected timeline.

Future outreach efforts will prioritize households that include paying minimum rent, then remaining senior or disabled households, and households with children, aiming to transition these households into alternative pathways as described above. These communications will also outline available options for continued assistance.



902 S L St, Suite 2A · Tacoma, WA 98405
Phone (253) 207-4400 · Fax (253) 207-4440
www.tacomahousing.org

October 23, 2025

Tacoma City Council
747 Market Street
Tacoma, WA 98402
Copy sent via email to all Council members

RE: Recommended Changes to Landlord Fairness Code

Dear Tacoma City Councilmembers:

I write to share important information for you to consider as you contemplate changes to the Landlord Fairness Code. We ask that, at a minimum, you consider exempting public housing authorities and other affordable housing providers from the eviction moratoriums imposed thereunder.

As the largest affordable housing providers in Tacoma, we at Tacoma Housing Authority (THA) envision a future where everyone has an affordable, safe, and nurturing home. THA operates over 1,800 affordable housing units and manages close to 5,500 vouchers that low-income individuals use to access housing in the private market. As of June 2023, about 80 percent of the people we serve were severely low income, earning less than 30 percent of Tacoma's area median income. About half live with a disability, and those aged 60-69 represent our largest group of heads of household. We serve this population and do this work because we believe housing is a human right.

We know the goal of Tacoma's Landlord Fairness Code is to build the very future we envision.

However, after two years of operating under the Landlord Fairness Code, THA continues to experience negative, unintended consequences. Today, it is more difficult to secure investments that would pay to build more affordable units and improve our current stock of affordable housing. We see tenants face higher debts and lower financial security that could impede their ability to secure affordable housing in the future, due to delays in eviction proceedings. And maintenance costs to repair unit damage are rising at an unsustainable rate. If we continue to experience these consequences, it will fundamentally alter our ability to build, maintain, and offer affordable housing to those who need it most. To continue providing the high-quality, stable, and sustainable housing that thousands of Tacoma residents depend on, we urge the City to consider changes to the Landlord Fairness Code that mitigate these challenges.

Like most of the housing across the city, all but one of THA's affordable housing projects were built, acquired, or redeveloped using private debt. Most of these loans remain outstanding, and THA relies on rent to pay the related debt service and operating costs. Over the past two years, THA has seen significantly rising expenses and even more significantly declining tenant rent payments. This is a hidden secondary effect that impacts our ability to maintain the high-quality low-income housing units the residents of our city need.

- Current THA data documents that 40 percent of tenants are now 30 days or more behind on rent. This is more than double the rate from six years ago (in 2019, this rate was 15 percent).
- In the past 12 months, as a result of mounting delinquent rent, THA has had to loan \$430,000 to its properties so that those properties could pay debts owed to lenders and investors. This level of loss is not sustainable. And these are dollars that could otherwise be spent serving more families in need of affordable housing.
- Costs to return a rental unit to rentable condition after a move out have increased by 250 percent—from an average of \$4,000 per unit to \$10,000 per unit—since the Landlord Fairness code went into effect. These are also dollars that could otherwise be spent serving more families in need of affordable housing.

High delinquency rates have obstructed access to much needed private debt and equity to create and maintain new affordable housing. Long delays in eviction proceedings have resulted in higher tenant debt, fewer resolutions in eviction proceedings, and more property damage. If these costs become part of a legal judgement, tenants face even more adverse impacts to their credit scores that will impede their ability to access affordable housing in the future. This disparate impact will hurt the very people who need the most from systems that offer affordable housing and other supports.

High Delinquency Rates Jeopardize Our Ability to Access Private Debt and Equity

Local, state, and federal governments alone do not fund the full cost of building and maintaining affordable housing. The affordable housing business model requires public dollars to be paired with private debt and equity to make these projects possible. High delinquency rates on tenant rent indicate risky investments which lower the likelihood of security the private debt and equity needed to sustain these projects.

Attracting Investment to Build Affordable Housing

THA built its newest housing development, Housing Hilltop, in 2024 using a mix of public and private debt. We are now attempting to convert private debt from short-term construction financing to long-term permanent financing. And we are facing significant challenges.

Investors analyzing a property for permanent financing look at occupancy rates and debt-to-income ratios of the property budget. While Housing Hilltop has reached 100 percent occupancy, it has a 50 percent delinquency rate on tenant rent. Our lenders consider units more than 60 days delinquent as vacant units (thereby impacting their calculation of our occupancy rate). This means we aren't collecting enough income to pay debt, and our lenders may be unwilling to provide a new loan.

We are attempting to find other solutions to secure the debt we need on this property. However, short-term fixes will ultimately prove to be inadequate. Looking to the future, if conditions like this continue in Tacoma's rental market, they will create a major obstacle to securing private debt and equity to develop affordable housing in this city.

Attracting Investment to Rehabilitate Housing

While property operating budgets and reserves are intended to maintain the housing we own, those reserves can't cover the cost of replacing big-ticket items that all reach the end of their lifespan at the same time. If current reserves have to be tapped for operational losses, there will be no resources available for critical maintenance and replacement. THA is attempting to bring in new debt and equity to reinvest in over 300 housing units in City Council districts three and four that are 15-20 years old. This reinvestment will include in-unit renovations like new flooring and cabinets; exterior improvements like new roofs, siding, and walkways; and energy upgrades like new windows and heating/cooling systems.

These improvements will significantly improve the quality of life for our residents and generate a broader economic impact.

As we've been working with our lenders and investors, our delinquency rates and unit turn costs have posed a challenge to funding these needed renovations and improvements. THA has had to provide financial guarantees to secure financing. Since this is likely not an option for smaller property owners in Tacoma with aging or declining housing stock, we are faced with the quality of housing declining over time. Local jurisdictions could provide funding or guarantees to cover the risk associated with the rental market under Tacoma's Landlord

Fairness Code. However, City, County, and State budgets are all experiencing increased expenses, increased demands, and decreased revenue. It's infeasible to rely on local government to finance these costs.

More Tenant Damage

Increased delays in resolving tenancy issues has also led to an increase in tenant damage. Since the moratoriums went into effect, THA has seen a 250% increase in the cost to return a unit to rentable condition—from an average of \$4,000 per unit to \$10,000 per unit. We attribute this in large part to willful destruction of the property while in the eviction process.

Delays in Evictions

Higher Tenant Debts, Fewer Resolutions, More Evictions

Most THA evictions are for unpaid tenant rent or for tenant behavior that impacts the safety of neighbors in the building. THA tenants pay an average monthly rent of about \$500, and the average household income at the time of admission is approximately \$20,000.

Before the Landlord Fairness Code's eviction moratoriums took effect, THA would issue notices based on the lease violation and proceed to eviction if the lease violation was left uncured by the tenant. We would expect to proceed with the court eviction process within 60-90 days of the first date of unpaid rent, and sooner should safety concerns be present. THA's Warm Outreach Program has significantly decreased the number of nonpayment cases proceeding to eviction. For example, 62% of the households contacted in February 2025 via the Warm Outreach Program did not appear on our March 2025 eviction list. This reflects those households being able to cure their nonpayment notices and therefore avoid eviction. However, despite these supports, there are still cases of unpaid rent that must proceed to eviction.

In these cases of unpaid rent, courts often order a repayment agreement, allowing the tenant to get current on their rent, stay in their unit, and reestablish timely rent payments to THA. Before the Landlord Fairness Code, many eviction actions were resolved this way because tenant debts were relatively low. This allowed all parties to find a reasonable repayment agreement solution.

That route to resolution is less likely when evictions are delayed for months, or even years, due to the eviction moratoriums. For example, before the Landlord Fairness Code, a

household paying \$500 per month in rent who is facing eviction after missing three months of rent could negotiate a repayment agreement with THA, stay in their home, and end up owing little more than \$1,500. We would then participate in a repayment plan that allows smaller installments of about \$150 per month over a period of months.

The Landlord Fairness Code may guarantee that this same household remains temporarily housed throughout the eviction moratorium. However, due to these same constraints, a household not paying rent during the moratorium could end up accruing a staggering debt during the eviction window. The eviction moratorium results in many households owing 12 months or more in rental arrearages. A household owing \$500 per month in rent would accrue over \$6,000 in debt in that year. We have also seen multiple households get court-ordered repayment agreements that have allowed households to stay in their units through a second year of moratorium. For a household owing \$500 per month in rent, that leads to \$12,000 of debt. High debts and delinquencies have a significant long-term impact on a renter's ability to qualify for rental units and low-interest loans.

These staggering debts are exacerbated for both the tenants and owners of market rate tenancies where tenant rents may be four times or more than the average THA tenant.

In light of the above, THA respectfully asks that you consider this information as you contemplate changes to the Landlord Fairness Code, and that you consider immediate amendments to address these significant challenges and thus help to ensure that THA can continue to meet the great need for safe, high-quality housing across our city.

Please let me know if I can provide any additional information.

Sincerely,

April Black
Executive Director
Tacoma Housing Authority



TACOMA HOUSING AUTHORITY

NEW BUSINESS



Resolution 1



RESOLUTION 2025-11-05 (1)

Date: November 5, 2025

To: THA Board of Commissioners

From: April Black
Executive Director

Re: Authority to Execute Contract Documents with Evern NW

This resolution would allow Tacoma Housing Authority's (THA) Executive Director to execute Contract documents between THA and Evern NW.

BACKGROUND

THA entered into an Agreement with Evern Northwest, Inc. on December 26, 2024, for Environmental Site Assessments for Hillside I & II and Salishan One, Salishan Two, and Salishan Three. This work has progressed in phases and is nearing completion.

- Phase I Environmental Review- Salishan I, II, III
- Phase I Environmental Review- Hillside Terrace
- Phase II Environmental Review- Hillside Terrace
- Part 58 Review- Salishan I, II, III
- Part 58 Review Hillside Terrace
- Hazmat testing- Salishan I, II, III
- Hazmat testing- Hillside Terrace
- Radon Testing- Salishan I, II, III
- Radon Testing Hillside Terrace
- Long-term 90-day Radon Re-Testing- Salishan I,II, III and Hillside Terrace
- Soils Gas Testing- Hillside Terrace
- Sub-Slab Soil Testing- Hillside Terrace

- Retesting- Soils, Sub-Slab and Ambient Air- Hillside Terrace
- Contaminated Media Management Plan- Hillside Terrace

To date, THA has spent \$138,523.35. The final phase of work is for additional testing at Hillside Terrace that meets the qualifications of the lender/investor on the Salishan Hillside Terrace project. The testing will include ambient air quality testing and further sub-slab testing. This work is anticipated to bring the entire project costs above the Executive Director's signing authority of \$150,000.

RECOMMENDATION

Approve THA's Executive Director to execute contract documents with Evern Northwest in an amount Not to Exceed (NTE) \$200,000 for Environmental Site Assessments.



RESOLUTION 2025-11-05 (1)

(Authority to Execute Contract Documents with Evern Northwest)

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

WHEREAS, THA entered into a contract with Evern Northwest for Environmental Site Assessments at Hillside I & II and Salishan One, Salishan Two, and Salishan Three; and

WHEREAS, Evern has completed contract work in phases; and

WHEREAS, The contract's value must increase to allow for the project's final phase, which includes ambient air quality testing and further sub-slab testing; and

WHEREAS, THA's Procurement Policy requires Board Approval for contracts greater than \$150,000 when previously authorized by a Board approved budget; and

WHEREAS, THA's final phase will surpass the threshold; and

WHEREAS, THA seeks to execute a Contract Amendment that will increase the contract value to NTE \$200,000; now, therefore, be it

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

THA is approved to execute contract documents with Evern Northwest for a Not to Exceed value of \$200,000.

Approved: November 5, 2025

Stanley Rumbaugh, Chair



Resolution 2



RESOLUTION 2025-11-05 (2)

Date: November 5, 2025

To: THA Board of Commissioners

From: April Black
Executive Director

Re: Salishan-Hillside Phase 1 LLLP Governmental Note Authorizing Resolution

A RESOLUTION of the Board of Commissioners of the Housing Authority of the City of Tacoma providing for the issuance of one or more series of revenue notes in a combined principal amount not to exceed \$80,000,000, the proceeds of which will be used to make one or more loans to Salishan-Hillside Phase 1 LLLP, a Washington limited liability limited partnership of which the Authority is the sole general partner, to provide part of the funds with which to acquire, rehabilitate, and equip affordable rental housing projects to provide housing for low income persons in Tacoma, Washington; providing for the determination of the forms and terms of the revenue notes; authorizing the execution and delivery of a funding loan agreement with respect to the issuance of the revenue notes, a borrower loan agreement providing for repayment of the loans, a regulatory agreement governing the use of the projects, and other note and loan documents; providing for the issuance and delivery of the revenue notes to Citibank, N.A. or an affiliate thereof and the borrowing and repayment of the proceeds thereof; authorizing and directing appropriate officers of the Authority to execute such documents as are useful or necessary to the purposes of this resolution; and determining related matters.

BACKGROUND

Tacoma Housing Authority (THA) is renovating 316 units of affordable housing to households earning at or below 60% AMI at the existing THA owned properties of Salishan 1, 2, 3 and Hillside Terrace Phase II. The resyndication will result in finishes and appliance updates and

added heat pumps for heating and cooling in the common space of each of the 316 units. The project will commence at closing, scheduled to take place before the end of the year.

As part of the financing for the project, the Authority will make one or more loans to the partnership in the form of a Governmental Note in an amount not to exceed \$80,000,000.

RECOMMENDATION

Approve Resolution 2025-11-05 (2) authorizing the Tacoma Housing Authority to issue one or more loans in the form of Governmental Notes not to exceed \$80,000,000 to support the financing of the Salishan-Hillside Phase 1 resyndication.

HOUSING AUTHORITY OF THE CITY OF TACOMA

RESOLUTION NO. 2025-11-05 (2)

(Salishan-Hillside Phase 1 – Governmental Note Financing)

A RESOLUTION of the Board of Commissioners of the Housing Authority of the City of Tacoma providing for the issuance of one or more series of revenue notes in a combined principal amount not to exceed \$80,000,000, the proceeds of which will be used to make one or more loans to Salishan-Hillside Phase 1 LLLP, a Washington limited liability limited partnership of which the Authority is the sole general partner, to provide part of the funds with which to acquire, rehabilitate, and equip affordable rental housing projects to provide housing for low income persons in Tacoma, Washington; providing for the determination of the forms and terms of the revenue notes; authorizing the execution and delivery of a funding loan agreement with respect to the issuance of the revenue notes, a borrower loan agreement providing for repayment of the loans, a regulatory agreement governing the use of the projects, and other note and loan documents; providing for the issuance and delivery of the revenue notes to Citibank, N.A. or an affiliate thereof and the borrowing and repayment of the proceeds thereof; authorizing and directing appropriate officers of the Authority to execute such documents as are useful or necessary to the purposes of this resolution; and determining related matters.

Adopted November 5, 2025

This document was prepared by:

*FOSTER GARVEY P.C.
1111 Third Avenue, Suite 3000
Seattle, Washington 98101
(206) 447-4400*

HOUSING AUTHORITY OF THE CITY OF TACOMA

RESOLUTION NO. 2025-11-05 (2)

(Salishan-Hillside Phase 1 – Governmental Note Financing)

A RESOLUTION of the Board of Commissioners of the Housing Authority of the City of Tacoma providing for the issuance of one or more series of revenue notes in a combined principal amount not to exceed \$80,000,000, the proceeds of which will be used to make one or more loans to Salishan-Hillside Phase 1 LLLP, a Washington limited liability limited partnership of which the Authority is the sole general partner, to provide part of the funds with which to acquire, rehabilitate, and equip affordable rental housing projects to provide housing for low income persons in Tacoma, Washington; providing for the determination of the forms and terms of the revenue notes; authorizing the execution and delivery of a funding loan agreement with respect to the issuance of the revenue notes, a borrower loan agreement providing for repayment of the loans, a regulatory agreement governing the use of the projects, and other note and loan documents; providing for the issuance and delivery of the revenue notes to Citibank, N.A. or an affiliate thereof and the borrowing and repayment of the proceeds thereof; authorizing and directing appropriate officers of the Authority to execute such documents as are useful or necessary to the purposes of this resolution; and determining related matters.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF TACOMA as follows:

Section 1. Recitals and Findings. The Board of Commissioners (the “Board”) of the Housing Authority of the City of Tacoma (the “Authority”) finds and determines:

(a) Statutory Authorization. The Authority is authorized by the Housing Authorities Law (chapter 35.82 RCW) to, among other things: (i) “prepare, carry out, acquire, lease and operate housing projects; to provide for the construction, reconstruction, improvement, alteration or repair of any housing project or any part thereof” (RCW 35.82.070(2)); (ii) “lease or rent any dwellings . . . buildings, structures or facilities embraced in any housing project and . . . to establish and revise the rents or charges therefor” (RCW 35.82.070(5)); (iii) issue bonds, notes or other obligations for any of its corporate purpose (RCW 35.82.020(11) and RCW 35.82.130); (iv) “make . . . loans for the acquisition, construction, reconstruction, rehabilitation, improvement, leasing or refinancing of land, buildings, or developments for housing for persons of low income” (RCW 35.82.070(19)); (v) “make and execute contracts and other instruments, including but not limited to partnership agreements” (RCW 35.82.070(1)); (iv) “delegate to one or more of its agents or employees such powers or duties as [the Authority] may deem proper” (RCW 35.82.040). The phrase “housing project” is defined by RCW 35.82.020 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.”

(b) The Borrower. Pursuant to the authority provided by RCW 35.82.070(1), the Authority caused Salishan-Hillside Phase 1 LLLP (the “Borrower”) to be formed by filing a

certificate of limited liability limited partnership with the Washington Secretary of State on October 7, 2024, and executing the Limited Partnership Agreement for Salishan-Hillside Phase 1 LLLP dated as of October 4, 2024, with Tacoma Housing Development Group, a Washington nonprofit corporation, for the purpose of acquiring (by ownership and/or long term lease), developing, rehabilitating, equipping, operating, managing, and maintaining properties including the Projects (as defined below). RBC- Salishan Hillside, LLC, a Delaware limited liability company (the “Investor Limited Partner”) and RBC Community Investments Manager II, Inc., a Delaware corporation (the “Special Limited Partner” and, together with the Investor Limited Partner, the “Limited Partners”), or one or more of their affiliates, are willing to be limited partners in the Borrower and to make capital contributions to the Borrower.

(c) The Projects. The Borrower has applied to the Authority for financial assistance for the purpose of providing part of the funds with which to acquire, rehabilitate, and equip two multifamily rental housing developments known as Salishan One, Two and Three (the “Salishan Project”) and Hillside Terrace (the “Hillside Terrace Project” and, together with the Salishan Project, the “Projects” and each, a “Project”), all located in the City of Tacoma, Washington. In connection with the financing of the Projects, the Authority will transfer leasehold interests in the land and improvements constituting the Projects to the Borrower, and the Authority will be provided with an option and right of first refusal to acquire the Borrower’s interest in the Projects and/or the Limited Partners’ interests in the Borrower.

(d) Issuance of Governmental Notes Necessary and Advisable and in the Best Interests of the Authority. The Borrower has requested that the Authority issue one or more series of multifamily revenue notes in the combined principal amount of not to exceed \$80,000,000 for the purpose of assisting the Borrower in financing the Projects. It is necessary and advisable, important for the feasibility of the Projects, and in the best interest of the Authority to issue the multifamily notes in a combined principal amount of not to exceed \$80,000,000, the proceeds of which will be used to make one or more loans to the Borrower for the purposes described herein.

Section 2. Definitions. Certain capitalized terms used herein have the meanings set forth in the foregoing Section 1. In addition, as used in this resolution, the following capitalized terms have the following meanings, except as otherwise expressly provided or unless the context otherwise clearly requires:

“Assignment and Subordination of Developer Fees” means the Assignment and Subordination of Developer Fees, Pledge and Security Agreement to be executed by the Borrower and the Authority, relating to the assignment of the developer fees and other payments payable to the Authority (in its capacity as developer) with respect to the Projects, including any supplements or amendments thereto made in conformity therewith.

“Assignment of Architect’s Agreement” means the Assignment of Architect’s Agreement and Plans and Specifications to be executed by the Borrower and consented to by the architect for the Projects, relating to assignment to the Funding Lender of certain of the Borrower’s rights under the architect contract with respect to the Projects, including any supplements or amendments thereto made in conformity therewith.

“Assignment of Construction Contract” means the Assignment of Construction Contract to be executed by the Borrower and consented to by the contractor for the Projects, relating to assignment to the Funding Lender of certain of the Borrower’s rights under the construction contract with respect to the Projects, including any supplements or amendments thereto made in conformity therewith.

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

“Assignment of Equity Investor Capital Contributions” means the Assignment of Equity Investor Capital Contributions, Pledge and Security Agreement to be executed by the Borrower, relating to the assignment to the Funding Lender of certain of the Borrower’s equity interests in equity collateral, including any supplements or amendments thereto made in conformity therewith.

“Assignment of Housing Assistance Payments Agreement” means one or more Assignments of Housing Assistance Payments Agreement to be executed by the Borrower, relating to the assignment to the Funding Lender of certain of the Borrower’s interests under certain Housing Assistance Payments Contracts pertaining the Projects, including any supplements or amendments thereto made in conformity therewith.

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

“Assignment of Project Documents” means the Assignment of Project Documents to be executed by the Borrower, relating to the assignment of the Borrower’s rights under construction contracts, engineer’s agreements, architect’s agreements, and other agreements associated with the development and operation of the Projects, including any supplements or amendments thereto made in conformity therewith.

“Assignment of Security Instrument and Loan Documents” means the Assignment of Security Instrument and Loan Documents to be executed by the Authority, relating to the assignment to the Funding Lender of the Authority’s interests in the Deed of Trust and certain Loan 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.

“Authority Loan Escrow Agreement” means the Authority Loan Escrow Agreement among the Authority, the Borrower, the Funding Lender, and U.S. Bank Trust Company, National Association, relating to the deposit of certain funds of the Authority to be used to fund loans to the Partnership, including any supplements or amendments thereto made in conformity herewith and therewith.

“Authorization to Request Advances” means the Authorization to Request Advances made by the Borrower, including any supplements or amendments thereto or replacements thereof.

“Authorized Officers” means the Executive Director of the Authority and any Deputy Executive Director of the Authority, and their respective designees.

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

“Borrower” means Salishan-Hillside Phase 1 LLLP, a Washington limited liability limited partnership of which the Authority is the sole general partner.

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

“Borrower Note (Construction)” means the Multifamily Note (Construction) to be executed by the Borrower in favor of the Authority and endorsed in favor of the Funding Lender.

“Borrower Note (Construction/Permanent)” means the Multifamily Note (Construction/Permanent) to be executed by the Borrower in favor of the Authority and endorsed in favor of the Funding Lender.

“Code” shall mean the Internal Revenue Code of 1986 as in effect on the Closing Date (as defined in the Funding Loan Agreement) or (except as otherwise referenced in the Funding Loan Agreement) as it may be amended to apply to obligations issued on the Closing Date.

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

“Contingency Draw-Down Agreement” means the Contingency Draw-Down Agreement to be executed by the Borrower and the Funding Lender, setting forth certain provisions relating to full funding of the Loan, if necessary to preserve the tax-exempt status of the Governmental Notes, including any supplements or amendments thereto made in conformity herewith and therewith.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement to be executed by the Borrower and the Funding Lender, setting forth certain provisions relating to the Borrower’s undertaking to provide information to the Funding Lender, including any supplements or amendments thereto made in conformity herewith and therewith.

“Deed of Trust” means the Multifamily Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, encumbering the Borrower’s leasehold interest in the real property and improvements and personal property constituting the Projects, securing payment of the Loan, including the exhibits thereto, and any supplements or amendments thereto made in conformity herewith and therewith.

“Draws” means incremental draws on the Governmental Notes.

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

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

“Financing Documents” means, collectively, the Funding Loan Agreement, the Governmental Notes, the Tax Certificate and Agreement, the Loan Documents, and all other documents or instruments evidencing, securing or relating to the Loans.

“Fiscal Agent” means the entity serving as fiscal agent under the Funding Loan Agreement, initially U.S. Bank Trust Company, National Association.

“Funding Lender” means any person who is the registered owner of the Governmental Notes, initially Citibank, N.A., or an affiliate thereof.

“Funding Loan” or “Funding Loans” means one or more loans to be made to the Authority by the Funding Lender pursuant to the Funding Loan Agreement, as evidenced by the Governmental Notes.

“Funding Loan Agreement” means the Funding Loan Agreement among the Funding Lender, the Fiscal Agent, and the Authority providing for one or more loans from the Funding Lender to the Authority evidenced by the Governmental Notes.

“General Revenues” means all revenues of the Authority from any source, but only to the extent that those revenues are available to pay the Authority’s obligations under the Guaranty or Environmental Indemnification Agreement and are not now or hereafter pledged or restricted, by law, regulation, contract, covenant, resolution, deed of trust or otherwise (including restrictions relating to funds made available to the Authority under the U.S. Housing Act of 1937), solely to another particular purpose.

“Governmental Notes” shall mean, together, the Governmental Lender Tranche A Note and the Governmental Lender Tranche B Note.

“Governmental Lender Tranche A Note” means the Multifamily Mortgage Revenue Construction/Permanent Note, 2025 (Salishan-Hillside Phase 1), of the Authority, issued pursuant to, under the authority of and for the purposes provided in this resolution.

“Governmental Lender Tranche B Note” means the Multifamily Mortgage Revenue Construction Note, 2025 (Salishan-Hillside Phase 1), of the Authority, issued pursuant to, under the authority of and for the purposes provided in this resolution.

“Guaranty” means, together, the Completion and Repayment Guaranty (Including Operating Deficit Guaranty) and the Exceptions to Non-Recourse Guaranty to be executed by the Authority providing for a guaranty of certain of the Borrower’s obligations with respect to the

rehabilitation of the Projects and repayment of the Loan, including any supplements or amendments thereto made in conformity herewith and therewith.

“Landlord’s Estoppel Certificate” means the estoppel certificate made by the Authority, in its capacity as landlord under the Lease, to the Funding Lender, including any supplements or amendments thereto made in conformity therewith.

“Loan” means the loan(s) from the Authority to the Borrower of the proceeds of Draws on the Governmental Notes.

“Loan Documents” means, collectively, the Assignment and Subordination of Developer Fees, the Assignment of Architect’s Agreement, the Assignment of Construction Contract, the Assignment of Equity Interests, the Assignment of Equity Investor Capital Contributions, the Assignment of Housing Assistance Payments Agreement, the Assignment of Management Agreement, the Assignment of Project Documents, the Assignment of Security Instrument and Loan Documents, the Authorization to Request Advances, the Authority Loan Escrow Agreement, the Borrower Loan Agreement, the Borrower Note (Construction), the Borrower Note (Construction/Permanent), the Construction Funding Agreement, the Contingency Draw-Down Agreement, the Continuing Disclosure Agreement, the Deed of Trust, the Environmental Indemnification Agreement, the Guaranty, the Landlord’s Estoppel Certificate, the Priority and Subordination Agreement, the Regulatory Agreement, the Replacement Reserve Agreement, any related UCC Financing Statements and any other documents relating to the Loan to be executed by the Borrower.

“Priority and Subordination Agreement” means the Priority and Subordination Agreement among the Borrower, the Funding Lender, the Washington State Department of Commerce, the Authority, Salishan Association, the Washington State Housing Finance Commission, and any other parties thereto, including any supplements or amendments thereto made in conformity therewith.

“Project” means any one of the following:

“Hillside Terrace Project” means the acquisition, rehabilitation, and equipping of the approximately 46-unit multifamily housing facility currently known as Hillside Terrace and located in the vicinity of 2330 South G Street, Tacoma, Washington on a portion of the Property described in Exhibit A of the Regulatory Agreement.

“Salishan Project” means the acquisition, rehabilitation, and equipping of the approximately 270-unit multifamily housing facility currently known as Salishan One, Two and Three and located in the vicinity of 3903 E Q Street, 4209 Salishan Boulevard, and 4340 Salishan Boulevard, Tacoma, Washington on a portion of the Property described in Exhibit A of the Regulatory Agreement.

“Projects” means, together, the Hillside Terrace Project and the Salishan Project.

“Proposal Letter” means the preliminary application for financing dated July 25, 2025 prepared by the Funding Lender setting forth certain of the terms under which the Funding Lender

may fund the Governmental Notes, as it may be amended and supplemented, and any supplement or amendment or commitment letter issued pursuant or supplemental thereto.

“Regulatory Agreement” means one or more Regulatory Agreement executed by the Borrower for the benefit of the Authority governing the use of the Projects, 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 Borrower and the Funding Lender, providing for the establishment of a replacement reserve fund, including any supplements or amendments thereto made in conformity therewith.

“Tax Certificate and Agreement” the Tax Certificate and Agreement to be executed by the Borrower and the Authority in connection with the Governmental Notes, as the same may be amended, restated, supplemented, or otherwise modified from time to time.

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

Section 3. Authorization of Governmental Notes and Loan and Application of Proceeds. The Governmental Lender Tranche A Note shall be called the “Multifamily Mortgage Revenue Construction/Permanent Note, 2025 (Salishan-Hillside Phase 1)” and the Governmental Lender Tranche B Note shall be called the “Multifamily Mortgage Revenue Construction Note, 2025 (Salishan-Hillside Phase 1),” which designation may be adjusted as permitted by this Section 3. The Board hereby delegates to the Authorized Officers, and each of them acting alone, the authority to determine and approve the final terms of the Governmental Notes, including the number of series of Governmental Notes, the final principal amounts, dates, interest rates, payment dates, maturity dates, and redemption provisions of each Governmental Note, whether any series of the Governmental Notes shall be issued on a taxable or tax-exempt basis, and the principal amounts of each series of the Governmental Notes, and to adjust the titles of the Governmental Notes to reflect any series designation, the issuance of any series on a taxable or tax-exempt basis, the year of issuance, and other changes intended to assist with the issuance of the Governmental Notes, all as may be set forth in the Funding Loan Agreement. The Governmental Notes shall be issued in a combined principal amount of not to exceed \$80,000,000. Each Governmental Note shall be dated its date of initial delivery, shall be issued in registered form, and shall be in such principal amount (subject to the preceding sentence), bear interest payable on such dates and at such rates, mature at such times and in such amounts, have such prepayment or redemption provisions, and have such other provisions consistent with the purposes of this resolution as set forth in the Governmental Notes and the Funding Loan Agreement. The execution of the Financing Documents by any Authorized Officer shall be conclusive evidence of approval by the Authority of the terms set forth therein.

Section 4. Draws on the Governmental Notes. It is currently anticipated that the Governmental Lender Tranche A Note will be issued as a fully funded obligation at closing. The Board authorizes the Authorized Officers, and each of them acting alone, as authorized signors for the Authority, in its capacity as general partner of the Borrower, and their respective designees, to make draws on any Governmental Note issued as a draw-down obligation in such amounts and at such times as they may determine, those draws to be made in accordance with the terms and

provisions set forth in the Financing Documents. Draws on each Governmental Note issued as a draw-down obligation shall be limited to the not to exceed principal amount of that Governmental Note. In the event that the Authority determines that it is in the best interest of the Authority or the Borrower to convert any Governmental Note originally issued as a draw down obligation into a fully funded obligation, the Authority is authorized to draw amounts that have not been drawn to date (the “Remaining Authorized Amount”) on such Governmental Note, and 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 Borrower, in connection therewith (including, without limitation, execution of agreements relating to the deposit and investment of such Remaining Authorized Amount prior to application to pay costs of the Projects).

Section 5. Security for the Governmental Notes. The Funding Loan, the Governmental Notes, and the obligations of the Authority in its capacity as Governmental Lender under the Funding Loan Agreement and the other Financing Documents shall be special obligations the Authority payable solely from the Pledged Revenues, Borrower Loan Payments and Additional Borrower Payments (each as defined in the Funding Loan Agreement) derived by the Authority in its capacity as governmental lender under and pursuant to, and subject to the provisions of, the Borrower Loan Agreement.

The Funding Loan will be a limited obligation of the Governmental Lender, payable solely from the Pledged Revenues and other funds and money and Security pledged and assigned under the Funding Loan Agreement. The obligations of the Authority under the Financing Documents and the Governmental Notes will not be a debt of the City of Tacoma, the State of Washington or any political subdivision thereof and neither the City of Tacoma, nor the State of Washington or any political subdivision thereof (other than the Authority) shall be liable thereon, nor shall the obligations of the Authority under the Financing Documents or under the Governmental Notes be payable out of any funds or properties other than those of the Authority expressly pledged thereto. None of the Authority, the State of Washington, or any political subdivision thereof (except the Authority, to the limited extent set forth in the Funding Loan Agreement) nor any public agency shall in any event be liable for the payment of the principal of, premium (if any) or interest on the Funding Loan or for the performance of any pledge, obligation or agreement of any kind whatsoever with respect thereto except as set forth in the Funding Loan Agreement, and none of the Funding Loan or the Governmental Notes or any of the Authority’s agreements or obligations with respect to the Funding Loan or the Governmental Notes, of in the Financing Documents, shall be construed to constitute an indebtedness of or a pledge of the faith and credit of or a loan of the credit of or a moral obligation of any of the foregoing within the meaning of any constitutional or statutory provision whatsoever. The Authority has no taxing power.

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

Upon the issuance of the Governmental Notes, the Authority shall cause the Loan Documents to be executed by the Borrower for the benefit of the Authority and/or the Funding Lender, and shall assign certain of its rights under the Loan Documents to which it is a party to the Funding Lender, as security for the payment of the principal of and interest on the Governmental Notes. The Authority shall retain rights under the Regulatory Agreement and certain rights under the Borrower Loan Agreement as described therein.

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

Section 6. Form and Execution of Governmental Notes. The Governmental Note shall be in a form consistent with the provisions of this resolution, the Funding Loan Agreement, and state law, and shall bear the manual or facsimile signatures of the Chair of the Board and Executive Director of the Authority and shall be impressed with the seal of the Authority or shall bear a facsimile thereof. The Governmental Notes shall be authenticated by the Fiscal Agent as set forth in the Funding Loan Agreement. No Governmental Note shall be valid for any purpose until so authenticated. The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Governmental Note so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this resolution and the Funding Loan Agreement.

Section 7. Preservation of Tax Exemption for Interest on Governmental Notes. The Authority covenants that it will take all actions necessary to preserve the status of interest on the Governmental Notes issued as obligations the interest on which is excluded from gross income for federal income tax purposes (the "Tax-Exempt Governmental Notes") as excluded from gross income for federal income tax purposes, except for any period during which such Tax-Exempt Governmental Note is held by a "substantial user" of the Projects or a "related person" within the meaning of Section 147(a) of the Code. The Authority also covenants that, to the extent the arbitrage rebate requirements of Section 148 of the Code are applicable to the Tax-Exempt Governmental Notes, it will take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Tax-Exempt Governmental Notes, including the calculation and payment of any penalties that the Authority has elected to pay as an alternative to calculating rebatable arbitrage, and the payment of any other penalties if required under Section 148 of the Code to prevent interest on the Tax-Exempt Governmental Notes from being included in gross income for federal income tax purposes.

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

Section 8. Approval of Sale of Governmental Notes to Funding Lender. It is anticipated that Citibank, N.A. will offer to lend the proceeds of the Funding Loan to the Authority under the terms and conditions contained in this resolution and to be set forth in the Funding Loan

Agreement and the Governmental Notes. The Board finds that such offer is in the best interest of the Authority, and therefore approves the offer to make such financing available under the terms and conditions in this resolution. The Governmental Notes will be delivered to the Funding Lender with the approving legal opinion of Foster Garvey P.C. regarding the Governmental Notes.

Section 9. Authorization of Documents and Execution Thereof. The Board authorizes the Authorized Officers, and each of them acting alone, to negotiate and approve the Financing Documents and the forms of the Governmental Notes. The Board authorizes and approves the execution and delivery of, and the performance by the Authority of its obligations contained in, the Governmental Notes, the Financing Documents to which it is a party, and this resolution, and the consummation by the Authority of all other transactions contemplated by this resolution in connection with the issuance of the Governmental Notes. The Board authorizes and directs the Authorized Officers, and each of them acting alone, to execute on behalf of the Authority and deliver the Governmental Notes, the Financing Documents to which the Authority is a party, and such financing statements and other documents, instruments and agreements as may be necessary or desirable in connection with the issuance of the Governmental Notes or required by the Funding Lender as a condition the transactions contemplated by this resolution. The Board further authorizes the Authorized Officers, and each of them acting alone, to do everything necessary or appropriate for the issuance, execution and delivery of the Governmental Notes, including, without limitation, appointing the Fiscal Agent, and to execute and deliver any other documents that may be useful or necessary to ensure the proper use and application of the proceeds from the sale of the Governmental Notes.

Section 10. Acting Officers Authorized. Any action required by this resolution to be taken by the Chair of the Board may in the absence of such person be taken by the duly authorized acting Chair of the Board. Any action authorized by this resolution to be taken by the Executive Director of the Authority, may in the absence of such person be taken by a duly authorized acting Executive Director of the Authority or Deputy Executive Director of the Authority.

Section 11. Supplemental Authorization. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority to: (i) execute and deliver and, if applicable, file (or cause to be delivered and/or filed) any government forms, applications, 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; (ii) cause the Authority 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; and (iii) create, accept, execute, send, use, and rely upon such tangible medium, manual, facsimile, or electronic documents, records and signatures under any security procedure or platform, as in such Authorized Officer's judgment may be necessary or desirable to give effect to this resolution and to consummate the transactions contemplated herein.

Section 12. Changes to Titles or Parties; Omission of Documents. While the titles of and parties to the various documents described herein may change, no change to such titles or parties shall affect the authority conferred by this resolution to execute, deliver, file (if required), enforce and perform the documents in their final form. The Authorized Officers, and each of them acting alone, in their discretion, may 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 (acting on its own behalf and/or in its capacity as general partner of the Borrower) not to execute or deliver such document.

Section 13. Ratification and Confirmation. Any actions of the Authority or its officers or employees prior to the date hereof and consistent with the terms of this resolution are ratified and confirmed.

Section 14. Severability. If any provision in this resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provision of this resolution and shall in no way affect the validity of the other provisions of this resolution, the Financing Documents, or the Governmental Notes.

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Section 15. Effective Date. This resolution shall be in full force and effect from and after its adoption and approval.

ADOPTED by the Board of Commissioners of the Housing Authority of the City of Tacoma at an open public meeting thereof this 5th day of November, 2025.

HOUSING AUTHORITY OF THE CITY OF
TACOMA

By:

Chair, Board of Commissioners

ATTEST:

Executive Director and Secretary

CERTIFICATE

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

1. The foregoing Resolution No. 2025-11-05 (2) (the “Resolution”) is a full, true and correct copy of the Resolution duly adopted at a special meeting of the Board of Commissioners of the Authority (the “Board”) held at the Authority’s Administrative Office on November 5, 2025 (the “Meeting”), as that Resolution appears in the records of the Authority, and the Resolution is now in full force and effect;

2. Written notice specifying the time, place and noting the business to be transacted (the “Notice”) was given to all members of the Board by mail, fax, electronic mail or by personal delivery at least 24 hours prior to the Meeting or such longer period as required by the Authority’s Bylaws (the “Notice”), a true and complete copy of the Notice is attached hereto as Appendix 1;

3. The Notice was also posted on the Authority’s website and prominently displayed at the main entrance of the Authority’s Administrative Office and the entrance to the special meeting location (if different) at least 24 hours prior to the Meeting;

4. The Notice was also given by mail, fax, electronic mail or by personal delivery at least 24 hours prior to the Meeting to each local radio or television station and to each newspaper of general circulation that has on file with the Authority a written request to be notified of special meetings and to any others to which such notices are customarily given by the Authority; and

2. The Meeting was duly convened and held, and included an opportunity for public comment, in all respects in accordance with law, a quorum was present throughout the Meeting, and a majority of the members of the Board present at the Meeting voted in the proper manner for the adoption of the Resolution; all other requirements and proceedings incident to the proper adoption of the Resolution have been duly fulfilled, carried out and otherwise observed; and I am authorized to execute this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of November, 2025.

Secretary and Executive Director of the Authority

[Certificate]

APPENDIX I

NOTICE OF SPECIAL MEETING



Resolution 3



RESOLUTION 2025-11-05 (3)

Date: November 5, 2025
To: THA Board of Commissioners
From: April Black
Executive Director
Re: Salishan-Hillside Phase 1 LLLP Omnibus Resolution

A RESOLUTION authorizing the lease of Authority property to Salishan-Hillside Phase 1 LLLP, authorizing matters relating to the financing of the Salishan One, Two and Three and Hillside Terrace affordable housing properties, including loans to Salishan-Hillside Phase 1 LLLP, approving the execution and delivery of documents relating to the financing, acquisition, rehabilitation, development, equipping of the Salishan One, Two and Three and Hillside Terrace affordable housing properties; and determining related matters.

BACKGROUND

Tacoma Housing Authority (THA) is renovating 316 units of affordable housing to households earning at or below 60% AMI at the existing THA owned properties of Salishan 1, 2, 3 and Hillside Terrace Phase II.

The total cost of the project is estimated to be \$157,500,000 which includes tax-exempt bonds issued by THA of as much as \$75,000,000, additional non-tax-exempt loans from the Authority in the approximate amount of \$61,500,000, developer fees to the Authority estimated to be \$16,500,000, income from operations, and a nominal capital contribution from the Authority.

RECOMMENDATION

Approve resolution 2025-11-05 (3) authorizing the Tacoma Housing Authority to execute documents related to the financing of the resyndication of Salishan 1, 2, 3 and Hillside Terrace Phase II.

HOUSING AUTHORITY OF THE CITY OF TACOMA

RESOLUTION NO. 2025-11-05 (3)

A RESOLUTION authorizing the lease of Authority property to Salishan-Hillside Phase 1 LLLP, authorizing matters relating to the financing of the Salishan One, Two and Three and Hillside Terrace affordable housing properties, including loans to Salishan-Hillside Phase 1 LLLP, approving the execution and delivery of documents relating to the financing, acquisition, rehabilitation, development, equipping of the Salishan One, Two and Three and Hillside Terrace affordable housing properties; and determining related matters.

Adopted November 5, 2025

This document was prepared by:

*FOSTER GARVEY P.C.
1111 Third Avenue, Suite 3000
Seattle, Washington 98101
(206) 447-4400*

HOUSING AUTHORITY OF THE CITY OF TACOMA

RESOLUTION NO. 2025-11-05 (3)

A RESOLUTION authorizing the lease of Authority property to Salishan-Hillside Phase 1 LLLP, authorizing matters relating to the financing of the Salishan One, Two and Three and Hillside Terrace affordable housing properties, including loans to Salishan-Hillside Phase 1 LLLP, approving the execution and delivery of documents relating to the financing, acquisition, rehabilitation, development, equipping of the Salishan One, Two and Three and Hillside Terrace affordable housing properties; and determining related matters.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF TACOMA as follows:

Section 1. Recitals and Findings. The Board of Commissioners (the “Board”) of the Housing Authority of the City of Tacoma (the “Authority”) finds and determines that:

(a) Statutory Authorization. The Authority is authorized by the Housing Authorities Law (chapter 35.82 RCW) to, among other things: (i) “prepare, carry out, acquire, lease and operate housing projects; to provide for the construction, reconstruction, improvement, alteration or repair of any housing project or any part thereof” (RCW 35.82.070(2)); (ii) “lease or rent any dwellings . . . buildings, structures or facilities embraced in any housing project and . . . to establish and revise the rents or charges therefor” (RCW 35.82.070(5)); (iii) “make and execute contracts and other instruments, including but not limited to partnership agreements” (RCW 35.82.070(1)); (iv) “delegate to one or more of its agents or employees such powers or duties as [the Authority] may deem proper” (RCW 35.82.040); (v) “make . . . loans for the acquisition, construction, reconstruction, rehabilitation, improvement, leasing or refinancing of land, buildings, or developments for housing for persons of low income” (RCW 35.82.070(19)); and (vi) issue bonds, notes or other obligations for any of its corporate purposes (RCW 35.82.020(11) and 35.82.130). The phrase “housing project” is defined by RCW 35.82.020 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.”

(b) The Partnership. Pursuant to the authority provided by RCW 35.82.070(1), the Authority caused Salishan-Hillside Phase 1 LLLP (the “Partnership”) to be formed by filing a certificate of limited liability limited partnership with the Washington Secretary of State on October 7, 2024, and executing Limited Partnership Agreement for Salishan-Hillside Phase 1 LLLP dated as of October 4, 2024, with Tacoma Housing Development Group, a Washington nonprofit corporation, for the purpose of acquiring (by ownership and/or long term lease), developing, rehabilitating, equipping, operating, managing, and

maintaining properties including the Projects (as defined below). RBC-Salishan Hillside, LLC, a Delaware limited liability company (the "Investor Limited Partner") and RBC Community Investments Manager II, Inc., a Delaware corporation (the "Special Limited Partner" and, together with the Investor Limited Partner, the "Limited Partners"), or one or more of their affiliates, are willing to be limited partners in the Partnership and to make capital contributions to the Partnership. In connection with the admission of the Limited Partners as limited partners of the Partnership, it is necessary to amend and restate the Partnership's original partnership agreement, and to execute and deliver certain other agreements, certificates and documents relating to the Partnership and the Project (as defined below).

(c) The Projects. The Authority owns the multifamily housing developments located in the vicinity of 3903 E Q Street, sometimes known as Salishan One ("Salishan One"), 4209 Salishan Boulevard, Tacoma Washington, sometimes known as Salishan Two ("Salishan Two"), 4340 Salishan Boulevard, Tacoma Washington, sometimes known as Salishan Three ("Salishan Three" and, collectively with Salishan One and Salishan Two, the "Salishan Properties"), and 2330 South G Street, Tacoma, Washington, sometimes known as Hillside Terrace ("Hillside Terrace" and collectively with the Salishan Properties, each an "Apartment Complex" and collectively, the "Apartment Complexes"), which contain, in aggregate 315 dwelling units.

Salishan One has been leased to Salishan One LLC pursuant to an Amended and Restated Lease Agreement dated as of January 13, 2005 (together with any amendments and supplements thereto, the "Salishan One Lease"), Salishan Two has been leased to Salishan Two LLC pursuant to an Amended and Restated Lease Agreement dated as of January 14, 2005 (together with any amendments and supplements thereto, the "Salishan Two Lease"), Salishan Three has been leased to Salishan Three LLC pursuant to an Amended and Restated Lease Agreement dated as of November 2, 2005 (together with any amendments and supplements thereto, the "Salishan Three Lease"), and Hillside Terrace has been leased to Hillside Terrace Phase II Limited Partnership pursuant to an Amended and Restated Lease Agreement dated as of March 4, 2003 (together with any amendments and supplements thereto, the "Hillside Terrace Lease"). The Authority is the managing member of each of Salishan One LLC, Salishan Two LLC, and Salishan Three LLC and the general partner of Hillside Terrace Phase II Limited Partnership. In connection the Project (as described below), it is necessary to terminate Salishan One Lease, the Salishan Two Lease, the Salishan Three Lease, and the Hillside Terrace Lease and to lease the Apartment Complexes and the land on which they are located to the Partnership.

The Partnership has applied to the Authority for financial assistance for the purpose of providing part of the funds necessary to finance, acquire (by lease), rehabilitate, and equip the Apartment Complexes, each of which is located within the Authority's service area, all to provide housing for low-income persons (the "Project"). In connection with the financing for the Project,

the Authority will lease the Project to the Partnership and the Partnership will provide the Authority with an option and right of first refusal to acquire the Partnership's interest in the Apartment Complexes at or before the end of the 15-year low-income housing tax credit "compliance period."

(d) Existing Funding Sources. To finance the Apartment Complexes, the Authority and/or Salishan One LLC, Salishan Two LLC, Salishan Three LLC, or Hillside Terrace Phase II Limited Partnership, as applicable, obtained loans from sources including the State of Washington Department of Community, Trade and Economic Development, Office of Community Development, now known as the Washington State Department of Commerce ("Commerce"), the Authority, and the Tacoma Community Redevelopment Authority ("TCRA"), some of which loans remain outstanding. In connection with the termination of the Salishan One Lease, the Salishan Two Lease, the Salishan Three Lease, and the Hillside Terrace Lease, the Authority will forgive certain loans previously made by the Authority to Salishan One LLC, Salishan Two LLC, Salishan Three LLC, or Hillside Terrace Phase II Limited Partnership to finance the Apartment Complexes. The Authority currently anticipates that TCRA will also forgive any outstanding loans relating to the Apartment Complexes. In connection with the financing of the Project, the Partnership is expected to assume certain obligations under the documents pertaining to the existing Commerce funding for the Apartment Complexes.

(e) Sources of Financing. The total cost of the Project is anticipated to be approximately \$157,500,000, which will be financed by the Partnership with sources of funds that include a loan in the approximate amount of \$75,000,000 derived from proceeds of tax-exempt obligations issued by the Authority, of which approximately \$53,000,000 is expected to be repaid with capital contributions from the Investor and/or other sources, additional loans from the Authority in the approximate aggregate amount of \$61,500,000 from sources other than proceeds of tax-exempt obligations, capital contributions in the approximate amount of \$60,000,000 from the Investor, deferral of all or a portion of the developer fee payable to the Authority, income from operation of the Apartment Complexes, and capital contributions from the Authority in the approximate amount of \$10.

(f) HUD Rental Assistance Demonstration and Section 8 Units. Approximately 188 units within the Apartment Complexes currently receive subsidy under the U.S. Department of Housing and Urban Development's ("HUD's") Rental Assistance Demonstration ("RAD") program. Approximately 127 units within the Apartment Complexes currently receive other project-based Section 8 subsidy. In connection with the transfer of the Apartment Complexes to the Partnership via long-term lease, certain HUD program documents and use agreements (or assignments thereof) must be executed and, as applicable, recorded against certain of the Apartment Complexes.

(g) Additional Findings. The Board finds and determines that the Apartment Complexes likely would not be rehabilitated and maintained as housing for individuals and families of low income unless the Partnership was formed and the Investor committed to make capital contributions to the Partnership. The Board further finds that the loans to be made by the Authority to the Partnership are important for the feasibility of the Project. 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, to obtain the various funding sources on behalf of the Project described above, and to make such funds available to the Partnership. The financial assistance to be provided by the Authority pursuant to this resolution is necessary to support the poor and infirm.

Section 2. Approval of Transaction Documents. The Authority is authorized to continue as a general partner of the Partnership and to provide development services to the Partnership. The Authority's Executive Director and any Deputy Executive Director of the Authority (each, an "Authorized Officer" and together, the "Authorized Officers"), and each of them acting alone, are authorized and directed to negotiate, 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 and/or as general partner of the Partnership) (i) those documents listed in Exhibit A (collectively, the "Transaction Documents") in such forms as any Authorized Officer may approve (with the understanding that an Authorized Officer's signature on a Transaction Document shall be construed as the Authority's approval of such Transaction Document); and (ii) any other documents reasonably required to be executed by the Authority or the Partnership to carry out the transactions contemplated by the Transaction 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 and/or as the general partner of the Partnership, under the provisions of or as necessary to carry out the transactions contemplated by the Transaction Documents (including the amendment of any such documents if necessary to further the purposes thereof or resolve ambiguities therein).

The Authorized Officers (or their designees), and each of them acting alone, are 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.

Section 3. Authorization to Lend Money. The Authority is authorized to make one or more (collectively, the "Housing Authority Loans") to the Partnership in a maximum combined principal amount of \$65,000,000 to finance or refinance a portion of the Partnership's costs of acquiring, rehabilitating, equipping, and/or furnishing the Apartment Complexes, all pursuant to the terms of the Transaction Documents listed in Exhibit A under the heading "Housing Authority Loan Documents" (collectively, the "Housing Authority Loan Documents"). The Authorized Officers, and each of them acting alone, are authorized to determine the number of Housing

Authority Loans and the principal amount of each Housing Authority Loan (subject to the limitations set forth herein), which terms shall be set forth in the Housing Authority Loan Documents. The Authorized Officers, and each of them acting alone, are further authorized on behalf of the Authority to determine the source (or sources) of funds for each Housing Authority Loan (which may include, without limitation, funds received from Commerce). The Housing Authority Loans are intended to be in addition to the loan of Authority governmental note proceeds to the Partnership authorized by a separate resolution of the Board. The Partnership is authorized to borrow the Housing Authority Loans from the Authority in a maximum combined principal amount of \$65,000,000. Without limiting the foregoing, the Authorized Officers, and each of them acting alone, are granted the discretionary authority to determine that all or any portion of the funds authorized to be made available to the Partnership as Housing Authority Loans will instead be contributed as one or more capital contributions to the Partnership and to negotiate, execute and deliver and, if applicable, file (or cause to be delivered and/or filed) any forms, affidavits, certificates, letters, documents, agreements, and instruments that such officer determines to be necessary or advisable to document such capital contributions.

Section 4. Approval of Real Estate Encumbrances. In furtherance of its statutory authority to provide decent, safe, and sanitary living accommodations for persons of low income, the Authority is authorized to (i) lease to the Partnership, for a term not exceeding 100 years, the Apartment Complexes and the land on which the Apartment Complexes are located, all other improvements located on such land, and the Authority's interest in all personal property located on such land and in such improvements; (ii) encumber the Authority's interest in the Apartment Complexes and the land on which they are located (including its fee interest therein), and certain other property of the Authority, pursuant to the covenant agreements, regulatory agreements, extended use agreements, and other encumbrances that are Transaction Documents; and (iii) cause the Partnership to encumber the Partnership's interest in the Apartments Complexes and the land on which the Apartment Complexes are located (including its leasehold interest therein) and certain other property of the Partnership.

Section 5. Approval of Housing Authority Capital Contribution; Development Deficit/Operating Deficit Loans. The Authority is authorized to make capital contributions or additional development deficit and/or operating deficit loans to the Partnership, in any case from available Authority funds, and all pursuant to the Transaction Documents listed in Exhibit A under the heading "Partnership Documents." The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority to determine the source (or sources) of funds for such capital contributions and/or loans contemplated under the Transaction Documents.

Section 6. Actions Regarding Existing Agreements. The Authority (acting on its own behalf, as general partner of the Partnership, as managing member of Salishan One LLC, Salishan

Two LLC, and Salishan Three LLC, and/or as general partner of Hillside Terrace Phase II Limited Partnership) is authorized (i) to terminate Salishan One Lease, the Salishan Two Lease, the Salishan Three Lease, and the Hillside Terrace Lease, (ii) in connection with the termination of any such existing lease, to forgive all outstanding amounts (including principal, interest, and any fees) owed to the Authority by Salishan One LLC, Salishan Two LLC, Salishan Three LLC and/or Hillside Terrace Phase II Limited Partnership, (iii) to consent to and otherwise participate in the assignment of existing RAD and other HUD subsidy documents pertaining to any Apartment Complex to the Partnership, and (iv) cause the Partnership to assume instruments and obligations pertaining to the existing Commerce funding for the Apartment Complexes, which instruments may be amended in connection with such assumption. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority (acting on its own behalf, as general partner of the Partnership, as managing member of Salishan One LLC, Salishan Two LLC, and Salishan Three LLC, and/or as general partner of Hillside Terrace Phase II Limited Partnership) to negotiate, execute, deliver and, if necessary, file such documents as are necessary or desirable to accomplish the actions authorized by this Section.

Section 7. 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 construction contracts, architectural contracts (if any), geotechnical consultant contracts, and other development contracts, as such rights pertain to the rehabilitation of the Apartment Complexes, and (ii) assigning to lenders and others the Partnership's interests in such contracts.

Section 8. Tax Credit Documents. The Authorized Officers (and each of them acting alone) are authorized on behalf of the Authority (acting on its own behalf and/or as general partner of the Partnership) to execute, deliver, and/or file (or cause to be delivered and/or filed) all documents deemed necessary or appropriate to allow the Partnership to qualify for and obtain federal low-income housing tax credits in connection with the Project including, without limitation: the filing of one or more applications with the Washington State Housing Finance Commission (the "Commission"); the execution of all necessary and related documents, including without limitation, regulatory agreements, declarations, and restrictive covenants; the making of determinations required by Section 42(m)(2)(D) of the Internal Revenue Code of 1986, as amended; and the making of certifications with respect to the Project and the Partnership of the type described in Treasury Regulation Section 1.42-8(b)(4)(i). The Authorized Officers, and each of them acting alone, are granted the discretionary authority to determine that the Partnership should be converted from a limited liability limited partnership to a limited partnership and to execute and deliver and, if applicable, file (or cause to be delivered and/or filed) any forms, affidavits, certificates, letters, documents, agreements, and instruments that such officer determines to be necessary or advisable to effect such conversion.

Section 9. Supplemental Authorization. The Authorized Officers, and each of them acting alone, are authorized on behalf of the Authority (acting on its own behalf, as general partner of the Partnership, as managing member of Salishan One LLC, Salishan Two LLC, and Salishan Three LLC, and/or as general partner of Hillside Terrace Phase II Limited 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, Instrumentality, 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, equipping, operation, and leasing of the Apartment Complexes; (iii) cause the Authority, the Partnership, and/or Instrumentality 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; and (iv) notwithstanding any other Authority resolution, rule, policy, or procedure, to create, accept, execute, send, use, and rely upon such tangible medium, manual, facsimile, or electronic documents, records, and signatures under any security procedure or platform, as in such Authorized Officer's judgment may be necessary or desirable to give effect to this resolution and to consummate the transactions contemplated herein. 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. The adoption of this resolution does not constitute a guarantee or commitment that the transactions contemplated by this resolution will be consummated as described herein. The Authorized Officers are granted the discretionary authority to determine whether, when, and (subject to the terms of this resolution) on what terms to proceed with the transactions described herein and shall have the right to determine not to proceed with any portion of the transactions contemplated hereby for any reason including, if, in their judgment, the available terms or the risks associated with such transaction are unacceptable to the Authority.

Section 10. 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, as general partner of the Partnership, as managing member of Salishan One LLC, Salishan Two LLC, and Salishan Three LLC, and/or as general partner of Hillside Terrace Phase II Limited Partnership, as applicable) to fulfill the Authority's duties and obligations, and cause the Partnership, Salishan One LLC, Salishan Two LLC, Salishan Three LLC, and Hillside Terrace Phase II Limited Partnership to fulfill the applicable duties and obligations under the Transaction Documents.

Section 11. Increase in Authority Participation. The Authorized Officers, and each of them acting alone, are authorized to decrease the principal amount of any loan or capital contribution authorized by this resolution by any amount, and to increase the principal amount of any loan by, or capital contribution from, the Authority by an amount up to \$500,000 more than the maximum principal amount for the loan or capital contribution stated in this resolution. The Board directs the Executive Director to report to the Board if the total amount borrowed by or contributed to the Partnership for the Project exceeds the aggregate maximum principal amount stated in this resolution and the Bond Resolution for all loans and capital contributions by the Authority to the Partnership.

Section 12. Acting Officers Authorized. Any action authorized or required by this resolution to be taken by the Authority's Executive Director may, in such person's absence, be taken by the acting Executive Director of the Authority.

Section 13. Changes to Titles or Parties. While the titles of and parties to the Transaction 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.

Section 14. Ratification and Confirmation. All actions of the Authority and its officers prior to the date hereof and consistent with the terms of this resolution (including, without limitation, the selection of the Limited Partners) are ratified and confirmed.

Section 15. Severability. If any provision in this resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this resolution and shall in no way affect the validity of the other provision of this resolution.

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

ADOPTED by the Board of Commissioners of the Housing Authority of the City of Tacoma at an open public meeting held on November 5, 2025.

HOUSING AUTHORITY OF THE CITY
OF TACOMA

Chair, Board of Commissioners

ATTEST:

Executive Director and Secretary

EXHIBIT A

Partnership Documents

- Amended and Restated Agreement of Limited Partnership by and among the Authority, Instrumentality, and the Investor;
- Development Agreement between the Partnership and the Authority;
- Purchase Option and Right of First Refusal Agreement among the Partnership, the Authority, and the Investor;
- Reimbursement and Assignment Agreement between the Partnership and the Authority; and
- Tax certification by the Authority.

Tax-Exempt Loan Documents

- Regulatory Agreement between the Partnership and the Authority;
- Funding Loan Agreement among the Authority, Citibank, N.A. (the “Bank”), and U.S. Bank Trust Company, National Association, as fiscal agent (the “Fiscal Agent”);
- Multifamily Mortgage Revenue Construction/Permanent Note, 2025 (Salishan-Hillside Phase 1) made by the Authority and authenticated by the Fiscal Agent;
- Multifamily Mortgage Revenue Construction Note, 2025 (Salishan-Hillside Phase 1) made by the Authority and authenticated by the Fiscal Agent Continuing Disclosure Agreement between the Partnership and the Bank;
- Borrower Loan Agreement between the Partnership and the Authority, and acknowledged by the Bank;
- Construction Funding Agreement between the Partnership and the Bank;
- Multifamily Note (Construction/Permanent) by the Partnership in favor of the Authority and endorsed by the Authority in favor of the Bank;
- Multifamily Note (Construction) by the Partnership in favor of the Authority and endorsed by the Authority in favor of the Bank;
- Multifamily Leasehold Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing from the Partnership in favor of the Authority;
- Assignment of Security Instrument and Loan Documents from the Authority to the Bank;
- Completion and Repayment Guaranty (Including Operating Deficit Guaranty) from the Authority in favor of the Bank;
- Exceptions to Non-Recourse Guaranty from the Authority in favor of the Bank;
- Agreement of Environmental Indemnification from the Authority and the Partnership in favor of the Bank;
- Replacement Reserve Agreement between the Partnership and the Bank;
- Authority Loan Escrow Agreement among the Authority, the Bank, and U.S. Bank Trust Company, National Association, as acknowledged by the Partnership;

- One or more assignments of Housing Assistance Payments Agreement from the Partnership to the Bank;
- One or more consents to Assignment of HAP Contract as Security for Financing by the Authority;
- Assignment of Subordination of Developer Fees, Pledge and Security Agreement from the Partnership and the Authority in favor of Bank;
- Assignment of Management Agreement from the Partnership and the Authority in favor of the Bank;
- Assignment of Equity Interests, Pledge and Security Agreement from the Partnership and the Authority in favor of the Bank;
- Assignment of Equity Investor Capital Contributions, Pledge and Security Agreement from the Partnership in favor of the Bank;
- Assignment of Project Documents from the Partnership in favor of the Bank;
- Assignment of Architect's Agreement and Plans and Specifications from the Partnership in favor of the Bank;
- Assignment of Construction Contract from the Partnership in favor of the Bank;
- Authorization to Request Advances from the Partnership;
- Title Escrow Agreement by and among the Partnership, the Bank and Chicago Title Insurance Company;
- Continuing Disclosure Agreement between the Partnership and the Bank;
- Contingency Draw-Down Agreement among the Partnership, the Bank, and the Fiscal Agent; and
- Federal Tax Certificate and Agreement between the Partnership and the Authority.

Housing Authority Loan Documents

- Omnibus Loan Agreement between the Authority, as lender, and the Partnership, as borrower;
- Promissory Note (Salishan-Hillside Phase 1 Acquisition Loan) by the Partnership for the benefit of the Authority;
- Promissory Note (Housing Authority Loan B) (Housing Authority Loan B) by the Partnership for the benefit of the Authority;
- Promissory Note (Salishan-Hillside Phase 1 Second Rehabilitation Loan) (Housing Authority Loan C) by the Partnership for the benefit of the Authority;
- Promissory Note (Salishan-Hillside Phase 1 Third Rehabilitation Loan) (Housing Authority Loan D) by the Partnership for the benefit of the Authority;
- Leasehold Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (Omnibus Loans – Salishan-Hillside Phase 1) by the Partnership in favor of the Authority; and
- Hazardous Substance Warranty/Indemnity Agreement by the Partnership for the benefit of the Authority.

Commerce Documents

- One or more Assignment, Assumption and Consent Agreements relating to each Apartment Complex among Commerce, the prior borrower, the Authority, and the Partnership.

HUD Documents

- Assignment and Assumption of Rental Assistance Demonstration Use Agreement among the prior holder of a leasehold interest in the applicable Apartment Complex, Partnership, the Authority, and HUD for each Apartment Complex;
- Assignment and Assumption Agreement of Rental Assistance Demonstration (RAD) Housing Assistance Payments Contract among the prior holder of a leasehold interest in the applicable Apartment Complex, the Authority, the Partnership, and HUD, for each Apartment Complex; and
- Housing Assistance Payments Contracts between the Partnership and the Authority for each Apartment Complex.

Real Estate Documents

- Regulatory Agreement (Extended Use Agreement) relating to each Apartment Complex among the Washington State Housing Finance Commission (the “Commission”), the Authority, and the Partnership;
- Lease Agreement between the Authority and the Partnership;
- Memorandum of Lease Agreement between the Authority and the Partnership; and
- Priority and Subordination Agreement among the Partnership, the Bank, Commerce, the Authority, and the Commission.

CERTIFICATE

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

1. The foregoing Resolution No. 2025-11-05 (3) (the “Resolution”) is a full, true and correct copy of the Resolution duly adopted at a special meeting of the Board of Commissioners of the Authority (the “Board”) held at the Authority’s Administrative Office on November 5, 2025 (the “Meeting”), as that Resolution appears in the records of the Authority, and the Resolution is now in full force and effect;

2. Written notice specifying the time, place and noting the business to be transacted (the “Notice”) was given to all members of the Board by mail, fax, electronic mail or by personal delivery at least 24 hours prior to the Meeting or such longer period as required by the Authority’s Bylaws (the “Notice”), a true and complete copy of the Notice is attached hereto as Appendix 1;

3. The Notice was also posted on the Authority’s website and prominently displayed at the main entrance of the Authority’s Administrative Office and the entrance to the special meeting location (if different) at least 24 hours prior to the Meeting;

4. The Notice was also given by mail, fax, electronic mail or by personal delivery at least 24 hours prior to the Meeting to each local radio or television station and to each newspaper of general circulation that has on file with the Authority a written request to be notified of special meetings and to any others to which such notices are customarily given by the Authority; and

2. The Meeting was duly convened and held, and included an opportunity for public comment, in all respects in accordance with law, a quorum was present throughout the Meeting, and a majority of the members of the Board present at the Meeting voted in the proper manner for the adoption of the Resolution; all other requirements and proceedings incident to the proper adoption of the Resolution have been duly fulfilled, carried out and otherwise observed; and I am authorized to execute this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 5th day of November, 2025.

Secretary and Executive Director of the Authority

APPENDIX I

NOTICE OF SPECIAL MEETING



Resolution 4



RESOLUTION 2025-11-05 (4)

Date: November 5, 2025

To: THA Board of Commissioners

From: April Black
Executive Director

Re: Amendments to HR-35.15, Family and Medical Leave Policy

This resolution would adopt amendments to Tacoma Housing Authority's (THA's) Family and Medical Leave Policy, HR-35.15, to reflect state law changes enacted during the 2025 Legislative Session, and changes to THA's method for calculating leave eligibility and usage under the Family and Medical Leave Act (FMLA).

BACKGROUND

Changes to several laws governing statutory leave were adopted during the 2025 Legislative Session and are effective beginning January 1, 2026. Implementing these statutory changes, as well as others including changes to Washington's paid sick leave law, requires revising our Family and Medical Leave (FML) Policy. In addition, as described in greater detail below, THA seeks to change its method for calculating leave eligibility and usage under the FMLA, which also requires a policy revision.

Paid Washington Family and Medical Leave Act (PFML) Expansion

Via Engrossed Second Substitute House Bill 1213 (2025), effective January 1, 2026, leave under the federal Family and Medical Leave Act (FMLA) expressly runs concurrently with PFML. If an employee chooses to take FMLA leave when they could also have applied for and received PFML benefits, THA will start running the PFML leave "clock" for employment restoration purposes.

Currently, PFML requires THA to restore employees to their job if they were employed with THA for at least 12 months and worked at least 1,250 hours in the prior year. Effective January 1, 2026, job restoration rights will apply to employees so long as they began employment with THA at least 180 calendar days before taking leave. The new law also omits the hours worked requirement for job protection.

Domestic Violence Leave Expansion for Victims of Hate Crimes

Substitute Senate Bill 5101 (2025) expanded leave and safety accommodations under the Washington Domestic Violence Leave Act to include hate crimes, defined in Washington’s criminal code. Effective January 1, 2026, employees may take reasonable paid or unpaid leave from work or request a reasonable safety accommodation if the employee or their family member is a victim of a hate crime.

Amendment to Washington’s Paid Sick Leave Law

Engrossed Substitute House Bill 1875 (2025) amended Washington’s paid sick leave law to allow paid sick leave usage to allow employees to prepare for, or participate in, any judicial or administrative immigration proceeding involving the employee or the employee’s family member.

Family and Medical Leave Act (FMLA) Calculation Method Change

Currently, THA calculates FMLA leave eligibility and usage using the “rolling look back” method. This means that each time an employee requests FMLA leave, THA determines how much leave they have used in the previous 12 months and calculates their remaining entitlement accordingly.

Effective January 1, 2026, THA seeks to transition to a “12-month forward” method for calculating FMLA leave. Under this new method, the 12-month period will begin on the first date an employee takes FMLA leave and will continue for the next 12 months. During this period, employees are entitled to up to 12 weeks of FMLA leave. Once the 12-month period ends, a new 12-month period begins with the next FMLA leave usage.

This adjustment will simplify the process for both employees and THA because the 12-month forward period provides a clear and predictable timeframe for determining FMLA entitlement, making it easier to track and use leave.

For all FMLA leaves initiated after January 1, 2026, the 12-month forward method will apply. Employees currently on FMLA leave will not be affected by this change.

RECOMMENDATION

Approve these changes to HR-35.15 effective November 5, 2025.



RESOLUTION 2025-11-05 (4)

(Revision of THA Policy HR.35.15 Family and Medical Leave)

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

WHEREAS, changes to several laws governing statutory leave were adopted during the 2025 Legislative Session and are effective beginning January 1, 2026. Implementing these statutory changes, as well as others including changes to Washington's paid sick leave law, requires revising our Family and Medical Leave (FML) Policy; and

WHEREAS, THA seeks to change its method for calculating leave eligibility and usage under the FMLA to a "12-month forward" method; and

WHEREAS, changing this method for calculating leave eligibility and usage will simplify the process for employees and THA, as it will provide a clear and predictable timeframe for determining FMLA entitlement that will make it easier to track and use leave; and

WHEREAS, ensuring compliance with changing employment laws and increasing efficiency and clarity in its processes all further THA's goal to serve as a great employer; now, therefore, be it

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

1. Employees who request Family and Medical Leave starting on January 5, 2026, will follow the revised policy.
2. This resolution supersedes any conflicting policies or resolutions previously adopted by the Board of Commissioners.
3. This resolution shall take effect immediately upon its adoption.

Approved: November 5, 2025

Stanley Rumbaugh, Chair



TACOMA HOUSING AUTHORITY

Policy No.	HR-35.15
Policy	Family and Medical Leave
Date	October 30, 2009 Revision Date: November 5, 2025

1. Purpose

Recognizing the importance of family and out of concern for the well being of its employees, THA's family and medical leave programs enables employees to take time off, under certain conditions, for health reasons or to care for family members. Nothing in this policy modifies or supersedes any federal or state law or collective bargaining agreement that may provide greater entitlements to medical or family leave than those set forth in this policy. In the event of any conflict between this policy and (1) any state or federal law or (2) any then applicable collective bargaining agreement, THA will follow the applicable legal requirement or collective bargaining agreement.

Non-medical related and family leave options are described under *THA Policy HR-35.01 Time Away from THA*.

2. Sources for Policy

- ▶ *Family Medical Leave Act, 29 U.S.C. § 2601 et seq, 29 C.F.R. § 825 (FMLA)*
- ▶ *Family Leave Act, RCW 49.78 as amended by SSB 6185, 2006*
- ▶ *Family Care Act, RCW 49.12.265, WAC 296-130*
- ▶ *Leave for Victims of Domestic Violence, Sexual Assault, Stalking or Hate Crimes RCW 49.76 and RCW 9A.36.080*
- ▶ *Leave for Spouses of Deployed Military Personnel, RCW 49.77*
- ▶ *Pregnancy, Childbirth, and Pregnancy Related Conditions, RCW 49.60, WAC 162-30-020*
- ▶ *National Defense Authorization Act for Fiscal Year 2010*

3. Scope of Policy

This policy applies to all "eligible employees" as defined by the sources noted above.

4. Who is Responsible for Implementing Policy

Who	Responsibilities
All Staff	<ul style="list-style-type: none"> ▶ to be sufficiently familiar with and abide by this policy and appropriate Collective Bargaining Agreements; ▶ to use leave options appropriately and honestly and for their intended purpose; ▶ to provide the appropriate notices, forms and/or certifications required by the policy governing the use of appropriate leave options.
Supervisor	<ul style="list-style-type: none"> ▶ to be sufficiently familiar with this policy and

	<p>appropriate Collective Bargaining Agreements and to consistently apply this policy to all staff members;</p> <ul style="list-style-type: none"> ▶ to support staff who use available leave for appropriate purposes to achieve a healthy work and life balance. ▶ to authorize or deny leave options based upon legal requirements and the best interest of the employee, the department and agency; ▶ to contact the Human Resources Department with questions regarding leave under this policy
Director of Finance & Administration	<ul style="list-style-type: none"> ▶ to be sufficiently familiar with this policy and appropriate Collective Bargaining Agreements and to consistently apply this policy to all staff members; ▶ to make all necessary adjustments in payroll and other activities and records resulting from employee use of benefits.
Human Resources Department	<ul style="list-style-type: none"> ▶ to be sufficiently familiar with this policy and appropriate Collective Bargaining Agreements and to consistently apply this policy to all staff members; ▶ to inform all new employees of these leave options; ▶ to administer all leave policies and options; ▶ to assist employees and supervisors in understanding and implementing leave options.

5. Definitions

[No entry]

6. Forms Associated with this Policy

	Employee Rights and Responsibilities Under FMLA
	WH-380-E Certification of Health Care Provider for Employee's Serious Health Condition
	WH-380-F Certification of Health Care Provider for Family Member's Serious Health Condition
	WH-381 Notice of Eligibility and Rights and Responsibilities-FMLA
	WH-382 Designation Notice-FMLA
	WH-384 Certification of Qualifying Exigency for Military Family Leave
	WH-385 Certification for Serious Injury or Illness of Covered Servicemember for Military Family Leave
<i>THA Form HR-35.15(10)</i>	Disability Benefit Options

7. Policy

7.1 Family and Medical Leave Act (FMLA)

7.1.1 Eligibility

To be eligible for family and medical leave, an employee must have been employed by THA for at least twelve (12) months, must have worked at least one thousand, two hundred and fifty (1,250) hours in the preceding 12 months, and must work at a location where at least fifty (50) employees are employed by THA within seventy-five (75) miles.

7.1.2 Leave Entitlement

An eligible employee may request up to twelve (12) workweeks of FMLA leave per “leave year” for one or more of the following reasons:

- The birth of the employee's child or to care for the newborn child;
- The placement of a child with the employee for adoption or foster care, to care for the newly placed child;
- To care for the employee's spouse, child or parent (but not in-law) with a serious health condition;
- To care for family members who have suffered or aggravated a serious injury or illness while on active military duty;
- To manage designated affairs (qualifying exigency leave) of spouse, son, daughter, or parent who is a military member while on a call to covered active duty or covered active duty status; and
- The employee's own serious health condition that makes the employee unable to perform one or more of the essential functions of their job.

THA defines leave year as the twelve-month forward period measured from the first date an employee takes FMLA leave and will continue for the next 12 months. During this period, employees are entitled to up to 12 weeks of FMLA leave. Once the 12-month period ends, a new 12-month period begins with the next FMLA leave usage. For example, if an employee qualified to take FMLA leave were to begin taking leave on June 1 of year 2025, the twelve-month period during which the employee could take that leave would start on June 1, 2025, and end on June 1, 2026. If the employee exhausted all leave during that time, they would not be eligible for additional FMLA leave until after June 1, 2026.

An eligible employee may also take up to twenty-six (26) weeks of leave during a single twelve (12) month period to care for an injured service member who is the employee's spouse, domestic partner, parent, child, or next of kin. A covered service member is a current member of the Armed Forces, including National Guard or Reserves members, who has a serious

injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties and for which the service member is undergoing medical treatment, recuperation or therapy; or is in outpatient status; or is on the temporary disability retired list. For purposes of this kind of leave, the twelve (12) month period begins with the first day the employee takes leave. The combined total of leave for all purposes described in this policy may not exceed 26 weeks in the applicable leave year.

7.1.3 Serious Health Condition

A serious health condition is an illness, injury, impairment or physical or mental condition that involves:

- Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice or residential medical care facility;
- A period of incapacity of more than three consecutive, full calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider;
- A period of incapacity due to pregnancy or for prenatal care;
- A period of incapacity or treatment due to a chronic serious health condition, for a permanent or long-term condition for which treatment may not be effective, or to receive multiple treatments for restorative surgery after an accident or injury or for a condition that would likely result in an incapacity of more than three full, consecutive calendar days in the absence of medical treatment (e.g., chemotherapy for cancer or dialysis for kidney disease).

7.1.4 Intermittent or Reduced Work Schedule Leave

In certain circumstances, eligible employees may take FMLA leave intermittently (for example, in smaller blocks of time) or by reducing their work schedule. If the FMLA leave is because of the employee's own serious health condition or to care for a family member, the employee may take the leave intermittently or on a reduced work schedule if it is medically necessary. Eligible employees may also take FMLA leave on an intermittent or reduced schedule basis when necessary because of a qualifying exigency arising from a family member's military service. If FMLA leave is to care for a child after the birth or placement for adoption or foster care, employees may take their FMLA leave intermittently or on a reduced work schedule only with THA's permission. Where intermittent leave or reduced-schedule leave is needed for planned medical treatment, an employee must make a reasonable effort to schedule the treatment so as not to disrupt unduly THA's operations. Where an employee needs intermittent or reduced-schedule leave based on planned medical treatment, THA may transfer the employee to an alternative position with

equivalent pay and benefits that can better accommodate such recurring leave.

7.1.5 Notice and Certification

A notice entitled “Employee Rights and Responsibilities Under the Family and Medical Leave Act” is posted on the shared drive under 10.15.10 Human Resources-35 Time Away From Work and is provided to employees upon hire.

Employees who want to take FMLA ordinarily must provide this notice to THA at least thirty (30) days’ in advance of the need for leave, if the need for leave is foreseeable. If thirty (30) days’ advance notice is not possible, notice must be provided as soon as practicable (which is generally the same day or next business day after the need for leave becomes known). Absent unusual circumstances, employees are required to follow THA’s regular procedural requirements for requested leave when requesting FMLA leave. When requesting leave, employees must provide sufficient information for THA to determine whether the leave may be FMLA-qualifying, and the anticipated timing and duration of requested leave. Employees must also inform THA if the requested leave is for a reason for which FMLA leave was previously taken or certified.

When leave is requested in connection with planned medical treatment, the employee must make a reasonable effort to schedule treatment in order to prevent disruptions to THA operations.

In addition, employees who need leave for their own or a family member’s serious health condition must provide medical certification from a health care provider of the serious health condition. THA may require a second or third opinion (at THA expense), periodic recertifications of the serious health condition and, when the leave is for an employee’s own serious health condition, a certification that the employee is fit to return to work. Employees who need leave for a qualifying exigency arising from a family member’s military leave must provide a certification confirming the need for leave.

THA may delay leave to employees who do not provide proper advance notice of the foreseeable need for leave. THA also may delay or deny approval of leave for lack of proper certification establishing the need for leave.

7.1.6 Continuation of Pay and Benefits

FMLA leave is unpaid leave. However, employees are required to use any accrued paid leave available to them as part of their twelve (12) weeks of FMLA leave. Except as provided in Section 7.3 below, employees on FMLA leave must first use and exhaust all accrued sick and vacation leave. Any remaining leave during the FMLA period will be unpaid and will not accrue benefits. Any paid leave used for a FMLA-qualifying reason will be charged against an employee’s entitlement to FMLA leave.

The substitution of paid leave for unpaid leave does not extend the FMLA leave period.

For leave under this family and medical leave policy, THA will continue to pay the employer's portion of health insurance premiums where the applicable regulation requires that the employer maintain benefits. The employee must continue to pay his/her share of insurance premiums, if any. Failure of the employee to pay his/her portion of the premium may result in cancellation of health insurance. Under certain circumstances, if an employee fails to return to work at the end of the leave, the employee may be responsible to pay back THA for the employer portion of the health insurance premiums. Leaves such as vacation and sick leave will continue to accrue during paid leave, but not during unpaid leave.

7.1.7 Return From Leave

Upon return from FMLA leave, THA will place the employee in the same position the employee held before the leave or an equivalent position with equivalent pay, benefits, and other employment terms. An employee is entitled to reinstatement only if they would have continued to be employed had FMLA leave not been taken. Thus, an employee is not entitled to reinstatement if, because of a layoff, reduction in force, or other reason, the employee would not be employed at the time job restoration is sought. THA reserves the right to deny reinstatement to salaried, eligible employees who are among the highest paid ten (10) percent ("key employees") of THA's employees employed within seventy-five (75) miles of the worksite if such denial is necessary to prevent substantial and grievous economic injury to THA's operations.

If the employee does not return to work following the conclusion of FMLA leave, the employee will be considered to have voluntarily resigned. THA may recover health insurance premiums that were paid on behalf of the employee during any unpaid FMLA leave except that THA's share of such premiums may not be recovered if the employee fails to return to work because of the employee's or a family member's serious health condition, or because of other circumstances beyond the employee's control. In such cases, THA may require the employee to provide medical certification of the employee's or the family member's serious health condition.

8.1 Washington Paid Family and Medical Leave (PFML)

Washington Paid Family and Medical Leave is a statewide insurance program that provides paid leave benefits to qualifying Washington employees for designated medical and family needs. Qualifying employees working in Washington will generally be eligible to take up to 12 weeks of leave during a benefit year for the following reasons:

- For bonding with a new child through birth, adoption, or foster placement.
- For an employee's serious illness or injury.

- To care for a family member with a serious illness or injury.
- To prepare for a family member's pre-and post-deployment activities, as well as childcare issues related to a family member's military deployment.

If an employee faces multiple qualifying events in a year, the employee may be eligible to receive up to 16 weeks of paid leave, and up to 18 weeks of paid leave if the employee also experiences a serious health condition during pregnancy that results in incapacity. All parents can receive up to twelve (12) weeks of bonding leave after their child's birth or placement. If the employee gives birth, they are eligible for up to sixteen (16) weeks of combined medical and family leave. Under the PFML program, both parents can take up to 12 weeks of bonding leave even if they work for the same employer.

Employees file for paid leave benefits directly with the State of Washington Employment Security Department (ESD). For information regarding the claim application process, visit the [ESD's Paid Family and Medical Leave](https://paidleave.wa.gov) web page at paidleave.wa.gov or call ESD Customer Care at 833-717-2273.

Payment of Premiums

PFML is funded by premiums paid by both employees and employers.

Taking Leave

Employees who have worked 820 hours in Washington during the qualifying period (determined by the time worked in approximately the prior 12 months) will be eligible for paid medical or family leave. The 820 hours are cumulative, regardless of the number of employers or jobs the employee has held during a year. All paid work over the course of the year in Washington state counts toward the 820 hours, including part-time, seasonal, and temporary work.

For foreseeable leave, such as the birth or placement of a child or a planned surgery, employees must provide at least 30-day written notice to the HR Department before the leave begins. If the need for leave is unforeseeable, like an accident or sudden illness, employees must provide notice to the HR Department as soon as practical.

While on paid family and medical leave, employees are entitled to partial wage replacement. That means employees will receive a portion of their average weekly pay. The state provided benefit is generally up to 90 percent of an employee's weekly wage, with a maximum of \$1,427 per week. Employees will receive payments directly from the ESD.

While on paid family and medical leave, employees are not eligible to use company provided paid leave benefits such as sick or vacation leave.

Job Restoration and Health Insurance

At the conclusion of PFML, employees may be eligible to be restored to a same or an equivalent position if they have met the following eligibility requirements: They began employment with THA for at least 180 calendar days before taking leave. THA reserves the right to deny reinstatement to salaried, eligible

employees who are among the highest paid ten (10) percent (“key employees”) of THA employees employed within seventy-five (75) miles of the worksite, or if the employee’s position would not have existed upon the employee’s return from leave. In accordance with the terms of applicable law, employees meeting these eligibility requirements may also be eligible to have their health insurance continued during the paid leave period, while paying their portion of the premium costs.

PFML will run concurrently with leave under the FMLA. For more information regarding job restoration, following paid leave, and eligibility for medical benefit continuation, contact the HR Department.

9.1 Other State and Local Leave Laws

In the event a pregnant employee is not eligible for PFML, they may still be eligible for leave for the period of disability associated with pregnancy and childbirth. For more information regarding this leave benefit, contact the HR Department.

In addition, where other state and local family and medical leave laws offer more protection and benefits to employees, the protections and benefits provided by such laws will apply.

10.1 Long Term Disability During FMLA Leave

Eligible non-union and OPEIU employees may be eligible for short and/or long term disability during their FMLA or other medical leave. Trades Council employees may be eligible for short term disability during their FMLA or other medical leave. Employees should consult with the HR department for more information.

11.1 Family Care/Use of Accrued Leave to Care for Sick Family Member

Consistent with the Washington Family Care Act, employees may use their choice of any accrued leave that they have available for their own use in order to care for their child, spouse, domestic partner, parent, parent-in-law, domestic partner, or grandparent as described below.

An employee may use available paid time off to care for his/her child where the child has a health condition requiring treatment or supervision or where the child needs preventive care (such as medical, dental, optical or immunization services) and requires the parent’s presence to authorize treatment.

An employee may use available paid time off when a spouse, domestic partner, parent, parent-in-law, or grandparent has a “serious health condition or an emergency condition.” In general, these are conditions:

- Requiring an overnight stay in a hospital or other medical-care facility;
- Resulting in a period of incapacity or treatment or recovery following inpatient care;

- Involving continuing treatment under the care of a health care services provider that includes any period of incapacity to work or attend to regular daily activities; or
- Involving an emergency (*i.e.*, demanding immediate action).

Where the need for family care leave is unexpected, THA understands that advance approval of the use of leave (as is required for certain kinds of accrued leave) may not be possible. Employees are required, however, to notify their supervisor of the need to take time off to care for a family member as soon as the need for leave becomes known. THA reserves the right to require verification or documentation confirming that a family member has or has had a “serious or emergency” health condition when available leave is used to care for that family member.

12.1 Domestic Violence/Sexual Assault/Hate Crimes Leave

This leave is available to employees who are victims of domestic violence, sexual assault, stalking, or a hate crime. It is also available to employees with a family member (child, spouse, domestic partner, parent, parent-in-law, grandparent), or person with whom the employee has a dating relationship who is a victim of domestic violence, sexual assault, stalking, or hate crime. The leave may be taken in blocks, intermittently, or on a reduced leave schedule. The amount of leave that an employee may take is limited to a “reasonable” amount. Domestic violence/sexual assault/hate crimes leave is unpaid, although an employee may elect to use the employee’s accrued paid leave (e.g., vacation, sick leave) in connection with such leave.

Hate crime means the commission, attempted commission, or alleged commission of an offense such as an assault, damage or destruction of property, or threat committed because of a person’s perception of another person’s specified characteristics, including race, gender, or religion. Hate crime also includes offenses that are committed through online or internet-based communication.

Domestic Violence/Sexual Assault/Hate Crimes Leave may be taken for the following purposes:

- To seek law enforcement or legal assistance or to prepare for or participate in any legal proceeding related to domestic violence, sexual assault, stalking, or a hate crime;
- To seek health care treatment for physical or mental injuries from domestic violence, sexual assault, stalking, or a hate crime or attend to such health care treatment for a family member;
- To obtain (or assist a family member in obtaining) services from a domestic violence shelter, rape crisis center, or other social services related to domestic violence, sexual assault, stalking, or a hate crime;
- To obtain (or assist a family member in obtaining) mental health counseling related to domestic violence, sexual assault, stalking or a hate crime; or

- To participate in safety planning, to temporarily or permanently relocate, or to take other actions to increase the safety of the employee or family member relating to domestic violence, sexual assault, stalking or a hate crime.

When possible, employees must give advance notice of the intention to take leave. If advance notice is not possible, employees (or their designees) must give notice of the need for this leave no later than the end of the first day the employee takes the leave. THA may require verification to support the need for the leave. Depending on the situation, verification can take the form of police reports, court documents, or the employee's own written statement of the need for the leave. Except where disclosure is authorized or required by law, THA will maintain confidentiality of all information provided by the employee in conjunction with Domestic Violence/Sexual Assault Leave.

13.1 Leave for Military Families and Certain Emergency Personnel (Non-FMLA, Non-PFML)

- 13.1.1 During a period of military conflict declared by the President or Congress, an employee who is the spouse of a member of the Armed Forces, National Guard or Reserves is entitled to up to 15 days of unpaid leave while his/her spouse is on leave from deployment, or before and up to deployment. (This reason for leave may also be covered under FMLA leave for a qualifying exigency, although an employee need not meet the more stringent FMLA eligibility requirements in order to take this spousal military leave.) The purpose of this leave is to support the families of military personnel serving in military conflicts by permitting them to spend time together before a family member is deployed or while the family member is on leave from a deployment. An employee must work an average of 20 hours per week to be eligible for this family military leave.

An employee who seeks to take family military leave must provide THA with notice of his/her intent to take leave within five business days of receiving official notice that the employee's spouse will be on leave or of an impending call to active duty. The employee may use available accrued leave for any part of this family military leave.

Note: On October 28, 2009, President Obama signed the National Defense Authorization Act for Fiscal Year 2010 into law. The bill includes provisions amending the Family and Medical Leave Act (FMLA) military family leave entitlements, expanding qualifying exigency leave and caregiver leave eligibility.

Qualifying exigency leave will now cover family members of the regular Armed Forces, in addition to current coverage of family members of the Guard or Reserves. It will also cover family members of individuals deployed to a foreign country, removing the current requirement that National Guard or Reserve members be serving "in support of a contingency operation."

Military caregiver leave has also been expanded so it may be used by family

members to care for veterans undergoing treatment, recuperation or therapy for an injury, as long as the veteran was a member of the Armed Forces, National Guard or Reserves within five years of requiring care. The bill also expands military caregiver leave so that employees may use it to care for a covered service member's serious injury or illness incurred because service on active duty aggravated an existing or preexisting injuries. Previously, law only allowed caregiver leave for serious illnesses or injuries incurred on active duty.

13.1.2 Certain emergency service personnel have rights to leave work in connection with their emergency services, including:

- Volunteer Firefighters;
- Reserve officers, and
- Members of the Civil Air Patrol.

For more information about these leave rights, please contact the HR Department.

14.1 Paid Sick Leave

14.1.1 Eligibility

Regular full-time employees accrue paid sick leave at the rate of eight (8) hours per calendar month of continuous employment. Regular part-time employees who are regularly scheduled to work twenty-four (24) or more hours per week accrue paid sick leave on a pro rata basis. Temporary employees are not eligible for paid sick leave benefits. Employees do not accrue sick leave benefits during a leave without pay. During their probationary period, newly hired employees accrue sick leave and are eligible to use their accrued sick leave during their probation. Sick leave accrues during employment without a maximum limit.

14.1.2 Sick Leave Usage

Sick leave is designed to protect against loss of income when a staff member becomes ill or medically disabled, when they have a scheduled medical appointment, or to care for a family member.

Sick leave may be used for any of the following purposes:

- For a mental or physical illness, injury, or health condition or if you need a medical diagnosis or preventative medical care.
- If a family member needs care for a mental or physical illness, injury, or health condition, or needs a medical diagnosis or preventative medical care. Family member means a child, grandchild, grandparent, parent, sibling, or spouse of an employee, and also includes any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and that individual depends on the employee for care.
- If THA or your child's school or place of care has been closed for any health-related reason by order of a public official or after the declaration of an emergency by a local or state government or agency, or by the federal government.

- If you are absent from work for reasons that qualify for leave under the state's Domestic Violence Leave Act (DVLA).
- To prepare for, or participate in, a judicial or administrative immigration proceeding involving yourself or your family member.

Sick leave may be coordinated with certain other leaves (see, e.g., FML policy above). Employees may be required to provide medical or other documentation to verify the appropriate use of sick leave. A doctor's note may be required when an employee is absent for three (3) or more consecutive days, or in other situations as deemed appropriate by THA (e.g., pattern absences on Fridays and/or Mondays). Excessive tardiness or absences (other than approved FMLA leave and/or WA PFML leave) may lead to disciplinary action up to and including termination of employment.

14.1.3 Sick Leave Cash-out

Accrued but unused sick leave will be paid out upon separation from employment according to the *THA Policy HR-50.01 Employment Separation*.



Resolution 5



RESOLUTION 2025-11-05 (5)

Date: November 5, 2026

To: THA Board of Commissioners

From: April Black
Executive Director

Re: THA Social Media Policy

This resolution would establish Tacoma Housing Authority's (THA) first official Social Media policy.

BACKGROUND

This Social Media Policy gives staff and the public a high-level overview of how and why Tacoma Housing Authority uses social media. In addition, it provides authorized users with a base framework for how to operate our accounts.

Social Media policies allow governing agencies to set standards they will use to implement and monitor pages under their ownership. The most important standards are retaining records and monitoring comments and other interactions.

Tacoma Housing Authority uses social media primarily to inform the public (customers, partners, staff, elected officials, etc.) about our work, programs, and services. The agency may also use posts to highlight the work of our staff, advocate for the organization, build awareness about partner events, provide timely updates regarding changes to our operations, and for other purposes that benefit the organization.

To create this policy, THA's Communications and Marketing Manager researched what standard practices and policies other housing authorities and government agencies use. These findings were reviewed in partnership with the Director of Strategic Initiatives, Senior General Counsel, and brought to the Leadership Team for feedback and questions.

Under this policy we state:

- Posts, comments, messages, and replies to posts are noted as subject to public records laws and retention schedules.
- Users are directed to use appropriate channels (Customer Care, Public Records Officer, etc.) to contact the agency. We will not monitor social media comments and inboxes for customer requests.
- Comments from users will not be hidden unless they are unprotected speech.
- THA reserves the right to temporarily disable comments on posts and suspend or deactivate official THA accounts at the discretion of the Communications and Marketing Manager.

The Social Media policy will be accompanied by social media standard operating procedures and a crisis communications plan. These documents are in the process of being drafted.

RECOMMENDATION

We recommend the Board of Commissioners approve THA's Social Media policy as written.



RESOLUTION 2025-11-05 (5)

(Tacoma Housing Authority Social Media Policy)

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

WHEREAS, social media policies set important standards for how public agencies monitor and manage content; and

WHEREAS, Tacoma Housing Authority currently does not have a social media policy; and

WHEREAS, the social media policy as currently drafted encourages appropriate use by the public and management by our staff; now, therefore, be it

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

1. Tacoma Housing Authority's authorized social media users will implement standards that encourage proper record retention and content moderation.
2. This resolution supersedes any conflicting policies or resolutions previously adopted by the Board of Commissioners.
3. This resolution shall take effect immediately upon its adoption.

Approved: November 5, 2025

Stanley Rumbaugh, Chair

SOCIAL MEDIA POLICY

1. Purpose

The Social Media Policy's purpose is to maintain the vision, mission and values of the Tacoma Housing Authority (THA) through all forms of internal and external communication. This includes complying with the State of Washington's Open Public Meeting Act (RCW 42.30) and the Preservation and Destruction of Public Records Act (RCW 40.14) as they pertain to social media tools and guidelines established by THA.

This policy outlines THA's use and establishment of social media tools as official means of communication and public engagement.

2. Scope of Policy

This policy applies to all social media accounts that THA operates. . The content of this policy is meant to clarify social media interactions between members of the public and non-represented THA employees who manage the organization's social media platforms.

3. General Guidelines

This policy applies to all social media sites owned and managed by THA. The policy will be available on THA's website at tacomahousing.org/socialmedia. Viewers of THA's social media content should know that social media posts created by the Tacoma Housing Authority, comments and replies to those posts, and any direct or private messages sent to THA employees are subject to public disclosure under the Public Records Act, RCW 42.56.

THA social media accounts are not monitored 24/7, and no one should utilize THA's social media accounts to seek emergency housing services.

THA does not guarantee its employees will respond to comments or messages sent on THA's social media accounts. Communications made through social media will in no way constitute a legal or official notice or comment to THA or any official or employee of THA for any purpose.

Individuals seeking direct communication with THA are advised to email THA's Customer Care Team by phone at (253) 207-4400 or by email at customer care@tacomahousing.org.

To make a public records request, contact the Public Records Officer, or access the Public Records Request Form on the THA website.

4. Who is Responsible for Implementing Policy

- **Manager of Communications & Marketing:** The Manager of Communications & Marketing oversees all THA social media accounts and has the authority to approve or deny the creation of social media accounts, posts, or events, as well as the authority to delete or temporarily suspend official THA social media accounts.
 - (1) **Authorized Users:** Employees who have permission from the Manager of Communications & Marketing to use official THA social media accounts to maintain, monitor, or create content related to the THA. Authorized users must have a complete understanding of this policy.

5. Definitions:

For the purpose of this policy, the following definitions apply:

- **Social Media:** A broad term for a wide range of external websites or services for interactive and user-driven content sharing. Commonly used social media platforms include Twitter/X, Facebook, YouTube, Instagram, LinkedIn, Snapchat, etc.
- **Post:** Information, articles, pictures, videos, or any other form of communication created by a member of the public, partner account, or THA staff on its social media accounts.
- **Comments:** These include any digital content, information, links, images, videos, or any other form of communicative content posted in reply or response to a social media post shared by THA on one of its social media sites.
- **Viewer:** Social media users who access the THA social media pages or view THA social media content.

6. Policy

THA supports the use of social media by designated employees as a communication and marketing tool to interact with and provide information to the public.

6.1 Purpose and Appropriate Use of Social Media

THA uses social media primarily to inform customers, partners, staff, elected officials, and the public about our work, programs, and services. THA may also use posts to highlight the work of our staff, advocate for the organization, build awareness of partner events, provide timely updates regarding changes to our operations, and for other purposes that benefit the organization.

6.2 Retention of Social Media Posts

All posts and comments posted to a THA social media account may be copied, and an electronic record of that content will be retained or archived pursuant to state law and THA's records retention policy.

6.3 Content Moderation

LIMITED PUBLIC FORUM

THA's social media accounts are created and maintained as limited public forums. THA invites members of the public to view and, where possible and permitted, provide comments or other engagement on its social media posts. However, the law permits THA employees to hide comments that are not protected under the First Amendment. As a general rule, THA employees will not hide comments solely because such comments are critical of the organization or its employees, nor will THA employees hide comments that may be considered offensive by some viewers, unless they are prohibited content. However, THA reserves the right to temporarily disable comments on posts and suspend or deactivate official THA accounts at the discretion of the Manager of Communications and Marketing.

PROHIBITED CONTENT

As indicated above, THA may hide some language that is not protected speech under the First Amendment, such as:

- (2) Comments expressly advocating direct violence or other unlawful activity;
- a. Comments containing or linking to obscenity, which is defined as sexually explicit and/or pornographic content that is patently offensive, appeals to prurient interest, and lacks serious literary, artistic, political, or scientific value;
- b. Comments containing commercial messages, including advertisements, solicitations, and spam;
- c. Comments containing links to malware and/or malicious content that affects the normal

functioning of a computer system, server, or browser;

- (3) Comments that constitute harassment under state law; Comments containing actual defamation against a specifically named person or organization, either as determined by a court or comments that are patently defamatory by easily discovered facts;
- (4) Comments that contain images or other content that violate the intellectual property or copyright rights of someone else, if the owner of that property notifies THA that the property was posted in a comment on the THA's social media account(s).

7. References:

7.1 Sources for Policy:

- **Open Public Meetings Act, RCW 42.30:**

<https://apps.leg.wa.gov/rcw/default.aspx?cite=42.30>

This act instructs government agencies how and when to let the public know about meetings. There are specific requirements we must follow when posting meetings through THA's social media.

RCW 42.30: RCW 42.30 states that "...a public body or agency's online posting of an agenda as required by this section is sufficient notice to satisfy public notice requirements established under other laws. Failure to post an agenda in accordance with this section shall not provide a basis for awarding attorney fees under RCW [42.30.120](#) or commencing an action for mandamus or injunction under RCW [42.30.130](#)."

- **Preservation and Destruction of Public Records, RCW 40.14**

As a government agency, any social media post is considered a public record that anyone can request to see. This RCW explains how to provide THA's social media posts as a public record.

RCW 40.14: RCW 40.14 states that "the agency recognizes that all content published and received by the agency using social media in connection with the transaction of the agency's public business are public records for the purposes of RCW 40.14". Further, RCW 40.14.050 states that "the agency retains social media public records and disposes (destroys or transfers to Washington State Archives) social media public records only in accordance with records retention schedules approved by the State Records Committee".

7.2 Related Documents

- THA Social Media Standard Operating Procedures: [link TBD]
- THA Crisis Communication Plan: [link TBD]