



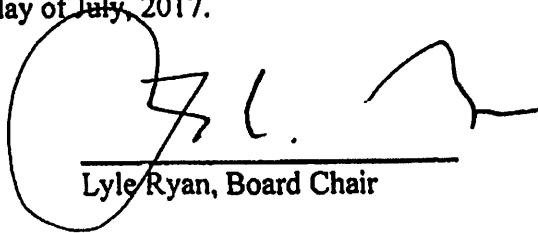
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NOTICE OF SPECIAL MEETING

Notice is hereby given that the Board of Commissioners of the Housing Authority of the City of Everett, Washington will hold a Special Meeting at 12:00 PM on Thursday, July 13, 2017 at the Housing Authority's main office located at 3107 Colby Avenue, Everett, Washington. *This meeting will be conducted via telephonic conference call.*

The Agenda for the Special Meeting is attached to this Notice.

Dated this 11th day of July, 2017.



Lyle Ryan, Board Chair



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Special Meeting of the Board of Commissioners of the Housing Authority of the City of Everett	Date: Thursday, July 13, 2017 Time: 12:00 p.m. Location: EHA Main Office 3107 Colby Avenue Everett, WA 98201 <i>Via Telephone Conference Call</i>
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**AGENDA
Special Meeting**

<u>Roll Call</u>		
		Page No.
<u>Items for Individual Consideration</u>		
<u>1)</u>	Resolution No. 1437 Authorizing Issuance of Bonds for Wiggums Park Place (Rick Dorris)	1-14
<u>Adjournment</u>		

Everett Housing Authority does not discriminate on the basis of disability in the administration of, or access to, its programs or activities. Requests for assistance or accommodations can be arranged by contacting Chris Neblett at (425) 303-1186, or chrisn@evha.org.

HOUSING AUTHORITY OF THE CITY OF EVERETT

RESOLUTION NO. 1437

(Wiggums Park Place)

A RESOLUTION of the Board of Commissioners of the Housing Authority of the City of Everett providing for the issuance of a revenue bond of the Authority in the principal amount of not to exceed \$13,000,000, the proceeds of which will be used to make a loan to Wiggums Park Place LLLP, a Washington limited liability limited partnership of which the Authority is the sole general partner, for the purpose of providing a portion of the funds with which to finance the acquisition and rehabilitation of an approximately 80-unit apartment complex, to provide housing for low income persons in Everett, Washington, and to pay costs of issuing the bond; determining the form, terms and covenants of the bond; authorizing the execution and delivery of a loan agreement, a regulatory agreement and other bond and loan documents; providing for the sale and delivery of the bond to Banner Bank; authorizing and directing appropriate officers of the Authority to execute such other documents as are useful or necessary to the purposes of this resolution; and amending Resolution No. 1434 of the Authority.

ADOPTED July 13, 2017

This document was prepared by:

*FOSTER PEPPER PLLC
1111 Third Avenue, Suite 3000
Seattle, Washington 98101
(206) 447-4400*

HOUSING AUTHORITY OF THE CITY OF EVERETT

RESOLUTION NO. 1437

A RESOLUTION of the Board of Commissioners of the Housing Authority of the City of Everett providing for the issuance of a revenue bond of the Authority in the principal amount of not to exceed \$13,000,000, the proceeds of which will be used to make a loan to Wiggums Park Place LLLP, a Washington limited liability limited partnership of which the Authority is the sole general partner, for the purpose of providing a portion of the funds with which to finance the acquisition and rehabilitation of an approximately 80-unit apartment complex, to provide housing for low income persons in Everett, Washington, and to pay costs of issuing the bond; determining the form, terms and covenants of the bond; authorizing the execution and delivery of a loan agreement, a regulatory agreement and other bond and loan documents; providing for the sale and delivery of the bond to Banner Bank; authorizing and directing appropriate officers of the Authority to execute such other documents as are useful or necessary to the purposes of this resolution; and amending Resolution No. 1434 of the Authority.

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

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

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

WHEREAS, RCW 35.82.070(18) provides that a housing authority may, among other things and if certain conditions are met, "make . . . loans for the . . . acquisition, construction, . . . rehabilitation, improvement . . . or refinancing of land, buildings, or developments for housing for persons of low-income"; and

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

WHEREAS, Wiggums Park Place LLLP, a Washington limited liability limited partnership of which the Authority is the sole general partner (the "Borrower"), has applied to the Authority for financial assistance in the principal amount of up to \$13,000,000 for the purpose of providing a portion of the funds with which to finance the acquisition (for federal income tax purposes) and rehabilitation of an approximately 80-unit apartment complex located in the City of Everett, Washington, bordered by Poplar Street on the West, 10th Street on the North, 12th Street on the South and Wiggums Hollow Park on the East, with the rental office located at 2701 12th Street, Everett, Washington, all to provide housing for low-income persons in the City (the "Project"); and

WHEREAS, the Borrower has requested that the Authority issue and sell its revenue bond for the purpose of assisting the Borrower in financing the Project; and

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

WHEREAS, the Board of Commissioners of the Authority deems it necessary and advisable and in the best interest of the Authority to issue the Bond, in a principal amount not to exceed \$13,000,000, and to use the proceeds thereof to make a loan to the Borrower for the purposes described herein; and

WHEREAS, it is anticipated that Banner Bank will offer to purchase the Bond on the terms and conditions set forth herein; and

WHEREAS, on June 26, 2017, the Board of Commissioners of the Authority adopted Resolution No. 1434, which authorized the lease of Authority property to the Borrower, loans to the Borrower, approved the execution and delivery of documents relating to the Project, and determined certain related matters; and

WHEREAS, Section 3 of Resolution No. 1434 contains a reference to a Bond Resolution, and the Authority wishes to correct the resolution number referenced in that Section to refer to this Resolution;

WHEREAS, RCW 35.82.040 provides that a housing authority may delegate to one or more of its agents or employees such powers or duties as it may deem proper;

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

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

"Assignment of Architect's Contract" means the Assignment of Architect's Contract and Plans to be executed by the Borrower, relating to assignment of certain of the Borrower's interests in the architect contract with respect to the Project, including any supplements or amendments thereto made in conformity therewith.

"Assignment of Construction Contracts and Permits" means the Assignment of Construction Contracts and Permits to be executed by the Borrower, relating to assignment of certain of the Borrower's interests in the construction contracts and permits with respect to the Project, including any supplements or amendments thereto made in conformity therewith.

"Authority" means the Housing Authority of the City of Everett, a public body corporate and politic duly organized and existing under and by virtue of the laws of the State of Washington.

"Bank" means Banner Bank, as Registered Owner of the Bond, and any subsequent Registered Owner thereof.

"Bank Loan Agreement" means the Renovation and Term Loan Agreement between the Borrower and the Authority, setting forth certain covenants and conditions relating to the Loan, including any supplements or amendments thereto made in conformity herewith and therewith.

"Board" means the Board of Commissioners of the Authority.

"Bond" means the Housing Authority of the City of Everett Revenue Bond, 2017 (Wiggums Park Place), issued pursuant to, under the authority of and for the purposes provided in this resolution.

"Bond Fund" means the Housing Authority of the City of Everett Revenue Bond Fund, 2017 (Wiggums Park Place).

"Bond Loan Agreement" means the 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.

"Bond Registrar" means the Executive Director of the Authority.

"Borrower" means Wiggums Park Place LLLP, a Washington limited liability limited partnership.

"City" means the City of Everett, Washington.

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

"Deed of Trust" means the leasehold deed of trust encumbering the Borrower's leasehold interest in the real property and improvements and personal property constituting the Project, securing payment of the Loan, including any supplements or amendments thereto made in conformity herewith and therewith.

"Draws" means incremental draws on the Bond.

"Executive Director" means the Executive Director of the Authority.

"General Revenues" means the rent, fees and other revenues of the Authority from any source, except those revenues which are now or hereafter prohibited from being used for the purpose of paying the Authority's obligations under the Guaranty or the Hazardous Waste Agreement under the provisions of any law, regulation, contract or covenant, resolution or deed

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

“Guaranty” means the Commercial Guaranty executed by the Authority guaranteeing certain of the Borrower’s obligations with respect to the Loan.

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

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

“Loan Documents” means the Assignment of Architect’s Contract, the Assignment of Construction Contracts and Permits, the Bank Loan Agreement, the Bond Loan Agreement, the Deed of Trust, the Hazardous Waste Agreement, the Promissory Note, the Replacement Reserve Agreement, any related UCC Financing Statements, and any other documents relating to the Loan to be executed by the Borrower.

“Project” means, depending on the context, (1) the acquisition and rehabilitation of an approximately 80-unit apartment complex, located in the City, bordered by Poplar Street on the West, 10th Street on the North, 12th Street on the South and Wiggums Hollow Park on the East, with the rental office located at 2701 12th Street, Everett, Washington, or (2) the apartment complex so acquired and rehabilitated.

“Promissory Note” means the promissory note evidencing the Loan.

“Proposal Letter” means the proposal letter dated April 24, 2017, prepared by the Bank setting forth certain of the terms under which the Bank may purchase the Bond, as it may be amended and supplemented, and any supplement or amendment or commitment letter issued pursuant or supplemental thereto.

"Registered Owner" means the owner of the Bond registered as such on the registration books maintained by the Bond Registrar.

"Regulatory Agreement" means the Regulatory Agreement executed by the Borrower for the benefit of the Authority in connection with the Loan, governing the use of the Project, and including any supplements or amendments thereto made in conformity herewith and therewith.

"Replacement Reserve Agreement" means the Replacement Reserve and Security Agreement to be executed by the Bank and the Borrower relating to the replacement reserve with respect to the Project, and including any supplements or amendments thereto made in conformity herewith and therewith.

"Subordination Agreements" means, collectively, subordination agreements by and among the Authority, the Borrower and certain other parties providing for the order of priority of various liens and encumbrances on the Project.

"Tax Certificate and Agreement" means the Tax Certificate and Agreement to be executed by the Borrower and the Authority in the connection with the Bond, including any supplements or amendments thereto made in conformity therewith.

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

Section 2. Authorization of Bond and Application of Proceeds. The Authority shall issue the Bond in a principal amount not to exceed \$13,000,000 for the purpose of making a loan to the Borrower to provide a portion of the funds required to pay, or reimburse the Borrower for, costs of the Project and costs of issuing the Bond. Such Bond financing is declared and determined to be important for the feasibility of the Project. All proceeds from Draws on the Bond shall be lent to the Borrower for those purposes. The Board finds that it is in the best interest of the Authority to issue the Bond for the purposes set forth in this resolution.

Section 3. Description of Bond. The Bond shall be called the Revenue Bond, 2017 (Wiggums Park Place), of the Authority; shall be in a principal amount not to exceed

\$13,000,000; shall be dated its date of delivery; and shall be numbered R-1. The Executive Director is authorized to determine and approve the final terms of the Bond. The Bond shall bear interest payable on such dates and at such rates (which may include variable and/or fixed rates), shall mature at such times and in such amounts, shall have such prepayment and/or redemption provisions and shall have such other provisions consistent with the purposes of this resolution as are set forth in the Bond and the Loan Documents.

Section 4. Draws on the Bond. The Board authorizes the Executive Director, as authorized signer for the Authority, in its capacity as general partner of the Borrower, or his or her designee, to make Draws on the Bond in such amounts and at such times as he or she may determine, those Draws to be made in accordance with the terms and provisions set forth herein and in the Loan Documents. Draws shall be recorded in such form as the Borrower and the Bank may agree. Draws shall be limited to an aggregate principal amount of \$13,000,000.

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 shall be recorded on books or records maintained for the Bond by the Bond Registrar (the "Bond Register"). The Executive Director shall serve as Bond Registrar for the Bond. The Bond Register shall contain the name and mailing address of the Registered Owner of the Bond. The Bond Registrar is authorized, on behalf of the Authority, to authenticate and deliver the Bond in accordance with the provisions of the Bond and this resolution, to serve as the Authority's paying agent for the Bond and to carry out all of the Bond Registrar's powers and duties under this resolution.

The Bond may be assigned or transferred only (i) in whole to a "qualified institutional buyer" as defined in Rule 144A promulgated under the Securities Act of 1933, as amended, (ii) if endorsed in the manner provided thereon and surrendered to the Bond Registrar and (iii) upon the assignee or transferee delivering to the Authority an executed Certificate of Transferee in the form attached to the Bond. The Bond Registrar shall not be obligated to exchange or transfer any Bond during the five days preceding any interest payment date, prepayment date or the maturity date.

Section 6. Payment of Bond. Both principal of and interest on the Bond shall be payable in lawful money of the United States of America and shall be paid by check mailed to arrive on or before each payment date, or in immediately available funds delivered on or before each payment date, to the Registered Owner at the address appearing on the Bond Register on the date payment is mailed or delivered. Upon the final payment of principal of and interest on a Bond, the Registered Owner shall surrender the Bond at the principal office of the Bond Registrar in Everett, 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 designated the Revenue Bond Fund, 2017 (Wiggums Park Place). The Bond Fund shall be drawn upon for the sole purpose of paying the principal of and interest on the Bond. The Authority irrevocably obligates and binds itself to set aside and pay into the Bond Fund, from amounts owed or paid by the Borrower under the Loan Documents, amounts sufficient to pay principal of and interest on the Bond when due, all of which amounts are pledged to the payment of the Bond. Payments of the Bond shall be further secured by the Loan Documents and the Guaranty.

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

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

The Authority pledges its General Revenues to the payment of its obligations under the Guaranty and the Hazardous Waste 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 obligations of the Authority under the Guaranty and the Hazardous Waste Agreement. At its option, the Authority may pledge any revenues that comprise a portion of the General Revenues to the payment of other obligations, such payments to have priority over the payments to be made under the Guaranty and the Hazardous Waste Agreement with respect to that portion of the General Revenues so pledged.

The Bond shall not be a debt of the 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 described herein) shall be liable for payment of the Bond nor in any event shall the principal of and interest on the Bond be payable out of any funds or assets of the Authority 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 its General Revenues) nor any of the Commissioners, officers or employees of the Authority shall be personally liable for the payment of the Bond.

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

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

CERTIFICATE OF AUTHENTICATION

This Bond is the fully registered Housing Authority of the City of Everett Revenue Bond, 2017 (Wiggums Park Place), described in the Bond Resolution.

[Specimen]
Executive Director of the Authority, Bond Registrar

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

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

Neither the Commissioners of the Authority nor any person signing the Bond shall be liable personally by reason of the issuance and sale of the Bond.

Section 9. Preservation of Tax Exemption for Interest on Bond. Subject to the last paragraph of this section, 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 (but only from amounts received by the Authority from the Borrower as payments for those purposes).

The Borrower will agree in the Loan Agreement 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 Loan Agreement, in so complying.

Section 10. Authorization of Documents and Execution Thereof. The Board authorizes the Executive Director to negotiate and approve the Regulatory Agreement, the Guaranty, the Subordination Agreements, the Tax Certificate and Agreement, and the Loan Documents. The Board authorizes and approves the execution and delivery of, and the performance by the

Authority of its obligations contained in, the Bond, the Guaranty, the Subordination Agreements, the Tax Certificate and Agreement, the Loan Documents to which it is a party, and this resolution, and the consummation by the Authority of all other transactions contemplated by this resolution in connection with the issuance of the Bond. The Board authorizes and directs the Executive Director to execute on behalf of the Authority and to deliver the Regulatory Agreement, the Guaranty, the Subordination Agreements, the Tax Certificate and Agreement, and the Loan Documents to which the Authority is a party, and such financing statements and other documents, instruments and agreements as may be necessary or desirable in connection with the issuance of the Bond or required by the Bank as a condition to purchasing the Bond. The Board further authorizes the Executive Director to do everything necessary or appropriate for the issuance, execution, and delivery of the Bond to the purchaser thereof 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 Bond.

Section 11. Authorization of Borrower Documents and Execution Thereof. The Board authorizes and directs the Executive Director to negotiate, execute and deliver, on behalf of the Authority in its capacity as general partner of the Borrower, the Loan Documents, the Regulatory Agreement, the Subordination Agreements, the Tax Certificate and Agreement, and such other documents, instruments and agreements as may be necessary or desirable in connection with the issuance of the Bond and the Loan to the Borrower.

Section 12. Approval of Sale of Bond to Bank. 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. The Bond will be delivered to the Bank with the approving legal opinion of Foster Pepper PLLC, municipal bond counsel of Seattle, Washington.

Section 13. Reimbursement. For purposes of applicable Treasury Regulations, the Borrower and the Authority are authorized to advance such funds as may be necessary for the Project and the financing thereof, which expenditures may be reimbursed with proceeds of Draws on the Bond. It is intended that this resolution shall constitute a declaration of official intent to reimburse expenditures for the Project made before the issue date of the Bond from proceeds of the Draws on the Bond, for the purposes of Treasury Regulations Sections 1.103-8(a)(5) and 1.150-2.

Section 14. Amendment of Section 3 of Resolution No. 1434. Section 3 of Resolution No. 1434 is hereby amended and restated to provide as follows:

Section 3. Approval of Housing Authority Loans. The Authority is authorized to lend to the Partnership up to \$7,500,000 of available Authority funds (including funds derived from the sources identified in Section 1(d) of this resolution), all pursuant to the documents listed in Exhibit A under the heading "Housing Authority Loan Documents" (collectively, the "Housing Authority Loan Documents"). Such loan is intended to be in addition to the loan of Authority bond proceeds authorized by the Board's Resolution No. 1437 (the "Bond Resolution").

Section 15. Resolution No. 1434 Otherwise in Full Force and Effect. Except as amended by Section 14 of this resolution, all other provisions of Resolution No. 1434 shall remain in full force and effect.

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

Section 17. 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 18. Changes to Titles or Parties. While the titles of and parties to the various documents described herein may change, no change to such titles or parties shall affect the authority conferred by this resolution to execute, deliver, file (if required), enforce and perform the documents in their final form.

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

ADOPTED by the Board of Commissioners of the Housing Authority of the City of Everett at an open public meeting thereof this 13th day of July, 2017.

HOUSING AUTHORITY OF THE CITY OF
EVERETT

By: _____
Chair, Board of Commissioners

ATTEST:

Executive Director