



**King County
Housing
Authority**

**BOARD OF COMMISSIONERS
HYBRID MEETING**

**Monday,
May 18, 2026**

3:00pm

**700 Andover Park West
Tukwila, WA 98188**

Webinar Zoom ID:

816 0337 3802

HYBRID ANNUAL MEETING OF THE BOARD OF COMMISSIONERS AGENDA

Monday, May 18, 2026 - 3:00 p.m.

King County Housing Authority - Snoqualmie Conference Room
700 Andover Park West, Tukwila, WA 98188

I. Call to Order

II. Roll Call

III. Public Comment

IV. Approval of Minutes **1**
A. Board Meeting Minutes – April 20, 2026

V. Approval of Agenda

VI. Consent Agenda
A. Voucher Certification Reports for March 2026 **2**

B. **Resolution No. 5826** – **3**
Authorizing Changes to the Public Housing Admission
and Continued Occupancy Policy

VII. Resolutions for Discussion **4**
A. **Resolution No. 5827** – A Resolution authorizing the Authority to issue
bonds for the Trailhead Apartments Development
B. **Resolution No. 5828** – A Resolution Authorizing the Financing and
Development of the Trailhead Apartments Mixed-use rental housing project

VIII. Reports	
A. <u>Keys to Homeownership Program</u>	5
B. <u>Bond & Acquisition Program Overview</u>	6
C. <u>2026 Legislative Session</u>	7
D. <u>RAD Conversion Update</u>	8
IX. President/CEO Report	
X. KCHA in the News	9
XI. Commissioner Comments	
XII. Adjournment	

Members of the public who wish to give public comment: We are now accepting public comment during the meeting or written comments. Please send your requests for public comment to the Board Coordinator via email to kamir@kcha.org 3 days prior to the meeting date. If you have questions, please call 206-574-1206.

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**MEETING MINUTES OF THE
KING COUNTY HOUSING AUTHORITY
BOARD OF COMMISSIONERS
HYBRID MEETING**

Monday, April 20, 2026

I. CALL TO ORDER

The monthly meeting of the King County Housing Authority Board of Commissioners was held as a virtual meeting on Monday, April 20, 2026. There being a quorum, the hybrid meeting was called to order by Chair Lee at 3:00 p.m.

II. ROLL CALL

Present: Commissioner Jerry Lee (Chair) (via Zoom), Richard Jackson (Vice-Chair) (via Zoom), Commissioner Neal Black (via Zoom) and Commissioner Tina Keys (via Zoom).

Absent: Commissioner Regina Elmi

III. PUBLIC COMMENT

Cindy Ference gave public comment.

IV. APPROVAL OF MINUTES

A. Board Meeting Minutes – March 16, 2026

On motion by Commissioner Richard Jackson, and seconded by Commissioner Neal Black, the Board unanimously approved the March 16, 2026 meeting minutes.

V. APPROVAL OF AGENDA

On motion by Commissioner Richard Jackson, and seconded by Commissioner Neal Black, the Board unanimously approved the April 20, 2026, hybrid Board of Commissioners' meeting agenda.

VI. CONSENT AGENDA

A. Voucher Certification Reports for February 2026

On motion by Commissioner Richard Jackson, and seconded by Commissioner Neal Black, the Board unanimously approved the April 20, 2026 hybrid Board of Commissioners' meeting consent agenda.

VII. RESOLUTIONS FOR DISCUSSION

A. Resolution No. 5823 – Authorizing Changes to the Public Housing Admission and Continued Occupancy Policy Related to the Tenant Charge Schedule and Grievance Procedure

Judi Jones, Compliance Senior Strategic Advisor presented to the board the changes that were being requested.

Purpose of the Tenant Charge Schedule details maintenance costs and other amounts charged to tenants such as those for damages beyond normal wear and tear.

- Streamlined Repair Categories
- Time and Materials Billing
- Labor Billing Increments
- Updated Flat Rates for Specific Services

Questions of Commissioners were answered.

On motion by Commissioner Neal Black, and seconded by Commissioner Richard Jackson, the Board unanimously approved Resolution 5823.

B. Resolution No. 5825 – Adoption of Revised Capital Asset Policy

Wendy Teh, VP of Finance and Joanie Monaghan, VP CSG Advisors presented the Capital Asset Policy and explained it and why the revision is needed.

Establishes clear and consistent rules for how KCHA acquires, records, depreciates, safeguards and disposes of long-term assets. Helps ensure accurate financial reporting, better ratings outcomes, strong controls and clearer decision-making.

On motion by Commissioner Richard Jackson, and seconded by Commissioner Neal Black, the Board unanimously approved Resolution 5825.

VIII. BRIEFINGS AND REPORTS

A. Safety and Security Update

Ponha Lim, VP of Safety and Security gave the board an update of what has been done in 2025 and the strategic planning for 2026.

Questions of Commissioners were answered.

B. Capital Construction Report

JJ Jordan, VP of Construction, Maintenance & Weatherization gave key highlights in 2025 as well as what's to come for 2026.

Questions of Commissioners were answered.

C. 2025 Fourth Quarter Financial Report

Wendy Teh, VP of Finance gave a recap for the fourth quarter 2025 and the outlook for 2026.

Year end results showed key performance indicators exceeded expectations. A SWOT Analysis was done, showing strengths, weaknesses Opportunities and Threats.

D. Tax Credit Overview

Dan Landes, VP of Development gave a presentation showing the overview and history of low-income housing tax credits.

IX. PRESIDENT/CEO REPORT

Robin Walls, President/CEO gave updates:

- Moving to Work (MTW) Collaborative conference was in Washington DC in early April. Multiple KCHA staff had presentations and Resident Services were spotlighted. KCHA was well represented and the HUD Secretary also attended.
- We have had two closings in our Homeownership program. Next month Sandeep Kamoh will present for the program. It's a new program for us, noticed we didn't have that program when I came on. We are excited with the early success.
- Last week, the Housing Development Consortium (HDC) featured Rod Brandon, Executive Director from Seattle Housing Authority and myself for housing authorities. It was a well attended event.
- There was a March Town Hall featuring the Pay Plan Policy that is being implemented and a feature from our Toastmasters.
- President's budget – skinny bill. Policy wise, it wasn't as aggressive for 2027. This year, the bill of highlight would authorize the HUD Secretary would be able to implement, not just recommend.
- Mixed Status – KCHA will be submitting formal comments to HUD.

XI. KCHA in the News

None.

XII. COMMISSIONER COMMENTS

None.

XIII. ADJOURNMENT

Chair Lee adjourned the meeting at 5:04 p.m.

**THE HOUSING AUTHORITY OF THE
COUNTY OF KING, WASHINGTON**

JERRY LEE, Chair
Board of Commissioners

ROBIN WALLS

President/CEO and Secretary-Treasurer

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King County Housing Authority

To: Board of Commissioners
From: Mary Osier, Accounting Manager
Date: May 5, 2026
Re: **VOUCHER CERTIFICATION FOR MARCH 2026**

I, Mary Osier, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claims represented by the vouchers listed below were just obligations of the Housing Authority of the County of King, and that I am authorized to authenticate and certify said claims.

Mary Osier
Accounting Manager
May 5, 2026

Bank Wires / ACH Withdrawals		36,583,334.51
	<i>Subtotal</i>	36,583,334.51
Accounts Payable Vouchers		
Key Bank Checks - #361920-362339		6,560,486.92
Tenant Accounting Checks - #12652-12682		21,613.13
	<i>Subtotal</i>	6,582,100.05
Payroll Vouchers		
Checks - #913453693-913453695 & 913521303-913521307 & 913592998-913593003		24,594.55
Direct Deposit		2,855,914.07
	<i>Subtotal</i>	2,880,508.62
Section 8 Program Vouchers		
Checks - #663376-664139		2,312,871.74
ACH - #665298-667658		21,719,999.62
	<i>Subtotal</i>	24,032,871.36
Purchase Card / ACH Withdrawal		497,595.54
	<i>Subtotal</i>	497,595.54
	GRAND TOTAL	\$ 70,576,410.08

TO: THE BOARD OF COMMISSIONERS, HOUSING AUTHORITY OF
THE COUNTY OF KING, WASHINGTON

FROM: Dave Allan, Director of Asset Management

I Wen Xu, do hereby certify under penalty of perjury that the claims represented by the wire transactions below were just, due, and unpaid obligations against the Housing Authority, and that I, and my designees, are authorized to authenticate and certify said claims.

Dave Allan

Property	Wired to Operating Account for Obligations of Property			Notes:
	Date	Wire Transaction	Claim	
Bellepark	03/04/2026	\$ 8,679.68	AP and Payroll	
Hampton Greens	03/04/2026	\$ 45,403.15	AP and Payroll	
Kendall Ridge	03/04/2026	\$ 83,208.36	AP and Payroll	
Landmark	03/04/2026	\$ 31,686.17	AP and Payroll	
Riverstone	03/04/2026	\$ 38,336.69	AP and Payroll	
SALMON CREEK	03/04/2026	\$ 6,026.60	Monthly Bank fees	
Woodside East	03/04/2026	\$ 22,842.49	AP and Payroll	
ALPINE RIDGE	03/05/2026	\$ 786.00	AP	
ARBOR HEIGHTS	03/05/2026	\$ 9,072.76	AP	
Aspen Ridge	03/05/2026	\$ 8,298.12	AP	
Auburn Square	03/05/2026	\$ 170,355.75	AP	
Carriage House	03/05/2026	\$ 4,745.00	AP	
Carrington	03/05/2026	\$ 39,334.25	AP	
CASCADIAN	03/05/2026	\$ 1,974.71	AP	
Colonial Gardens	03/05/2026	\$ 2,984.39	AP	
FAIRWOOD	03/05/2026	\$ 4,999.29	AP	
Haven	3/5/2026	\$ 4,965.13	AP	
HERITAGE PARK	03/05/2026	\$ 321.00	AP	
LAURELWOOD	03/05/2026	\$ 4,251.36	AP	
Meadows	03/05/2026	\$ 2,350.44	AP	
Newporter	03/05/2026	\$ 17,655.53	AP	
Overlake	03/05/2026	\$ 23,503.67	AP	
Parkwood	03/05/2026	\$ 3,047.01	AP	
Pinewood Village	03/05/2026	\$ 5,528.66	AP	
Plum Court	03/05/2026	\$ 1,070.67	AP	
RAINIER VIEW I	03/05/2026	\$ 26,828.28	AP	
RAINIER VIEW II	03/05/2026	\$ 19,648.59	AP	
Salish	03/05/2026	\$ 6,015.43	AP	

Sandpiper East	03/05/2026	\$ 28,108.83	AP
SI VIEW	03/05/2026	\$ 36,311.86	AP
SOUTHWOOD SQUARE	03/05/2026	\$ 609.09	AP
Sterling Ridge	03/05/2026	\$ 35,920.30	AP
Tall Cedars	03/05/2026	\$ 20,571.26	AP
Timberwood	03/05/2026	\$ 6,869.15	AP
Vashon Terrace	03/05/2026	\$ 2,778.06	AP
Walnut Park	03/05/2026	\$ 115.98	AP
WINDSOR HEIGHTS	03/05/2026	\$ 30,465.62	AP
Woodridge Park	03/05/2026	\$ 9,939.57	AP
Argyle	03/11/2026	\$ 53,639.63	AP and Payroll
Ballinger Commons	03/11/2026	\$ 198,766.21	AP and Payroll
Bellepark	03/11/2026	\$ 18,431.41	AP
Brier Woods	03/11/2026	\$ 54,998.65	AP and Payroll
Emerson	03/11/2026	\$ 231,522.23	AP and Payroll
GILMAN SQUARE	03/11/2026	\$ 50,169.90	AP and Payroll
Hampton Greens	03/11/2026	\$ 34,945.17	AP
Kendall Ridge	03/11/2026	\$ 35,897.85	AP
Landmark	03/11/2026	\$ 25,126.27	AP
Meadowbrook	03/11/2026	\$ 78,672.62	AP and Payroll
Riverstone	03/11/2026	\$ 26,396.70	AP
Surrey Downs	03/11/2026	\$ 46,125.70	AP and Payroll
Villages at South Station	03/11/2026	\$ 74,567.12	AP and Payroll
Woodside East	03/11/2026	\$ 28,489.85	AP
ALPINE RIDGE	03/12/2026	\$ 8,546.82	AP and Payroll
ARBOR HEIGHTS	03/12/2026	\$ 35,115.47	AP and Payroll
Aspen Ridge	03/12/2026	\$ 48,411.87	AP and Payroll
Auburn Square	03/12/2026	\$ 23,088.16	AP and Payroll
Carriage House	03/12/2026	\$ 74,325.06	AP and Payroll
Carrington	03/12/2026	\$ 20,668.98	AP and Payroll
CASCADIAN	03/12/2026	\$ 78,928.66	AP and Payroll
Colonial Gardens	03/12/2026	\$ 14,352.11	AP and Payroll
Cottonwood	03/12/2026	\$ 27,379.76	AP and Payroll
Cove East	03/12/2026	\$ 78,428.75	AP and Payroll
FAIRWOOD	03/12/2026	\$ 23,189.50	AP and Payroll
Henry House	03/12/2026	\$ 14,921.71	AP and Payroll
Haven	3/12/2026	\$ 30,351.41	AP and Payroll
HERITAGE PARK	03/12/2026	\$ 18,515.94	AP and Payroll
Highlander House	03/12/2026	\$ 5,271.92	AP and Payroll
Juanita View	03/12/2026	\$ 32,004.04	AP and Payroll

LAURELWOOD	03/12/2026	\$ 18,989.52	AP and Payroll
Meadows	03/12/2026	\$ 13,017.72	AP and Payroll
Newporter	03/12/2026	\$ 32,216.16	AP and Payroll
NIA	03/12/2026	\$ 53,691.64	AP and Payroll
Overlake	03/12/2026	\$ 92,693.15	AP and Payroll
Parkwood	03/12/2026	\$ 23,724.22	AP and Payroll
Pinewood Village	03/12/2026	\$ 38,222.81	AP and Payroll
Plum Court	03/12/2026	\$ 31,009.00	AP and Payroll
Salish	03/12/2026	\$ 20,745.17	AP and Payroll
SALMON CREEK	03/12/2026	\$ 64,127.60	AP and Payroll
Sandpiper East	03/12/2026	\$ 27,940.83	AP and Payroll
SEOLA CROSSING	03/12/2026	\$ 106,599.75	AP and Payroll
SEOLA CROSSING	03/12/2026	\$ 58,817.76	AP and Payroll
SOUTHWOOD SQUARE	03/12/2026	\$ 27,791.90	AP and Payroll
Sterling Ridge	03/12/2026	\$ 29,025.50	AP and Payroll
Tall Cedars	03/12/2026	\$ 1,143.02	AP and Payroll
Timberwood	03/12/2026	\$ 37,277.78	AP and Payroll
Vashon Terrace	03/12/2026	\$ 3,310.61	AP
Walnut Park	03/12/2026	\$ 55,402.46	AP and Payroll
WINDSOR HEIGHTS	03/12/2026	\$ 53,686.40	AP and Payroll
Woodridge Park	03/12/2026	\$ 52,387.62	AP and Payroll
Bellepark	03/18/2026	\$ 34,762.35	AP
Hampton Greens	03/18/2026	\$ 80,867.92	AP
Kendall Ridge	03/18/2026	\$ 114,969.73	AP
Landmark	03/18/2026	\$ 96,432.41	AP
Riverstone	03/18/2026	\$ 39,883.88	AP
Woodside East	03/18/2026	\$ 30,830.82	AP
ALPINE RIDGE	03/19/2026	\$ 1,029.63	AP
ARBOR HEIGHTS	03/19/2026	\$ 11,980.97	AP
Aspen Ridge	03/19/2026	\$ 37,005.05	AP
Auburn Square	03/19/2026	\$ 59,307.49	AP
Carrington	03/19/2026	\$ 7,567.68	AP
CASCADIAN	03/19/2026	\$ 8,172.19	AP
Colonial Gardens	03/19/2026	\$ 9,960.14	AP
FAIRWOOD	03/19/2026	\$ 11,869.76	AP
Haven	3/19/2026	\$ 30,926.11	AP
HERITAGE PARK	03/19/2026	\$ 2,175.38	AP
LAURELWOOD	03/19/2026	\$ 5,037.73	AP
Meadows	03/19/2026	\$ 7,967.59	AP
Newporter	03/19/2026	\$ 12,182.14	AP

Overlake	03/19/2026	\$ 39,883.10	AP
Parkwood	03/19/2026	\$ 8,556.80	AP
Pinewood Village	03/19/2026	\$ 5,680.22	AP
RAINIER VIEW I	03/19/2026	\$ 2,224.60	AP
RAINIER VIEW II	03/19/2026	\$ 1,824.48	AP
Salish	03/19/2026	\$ 13,586.05	AP
Sandpiper East	03/19/2026	\$ 11,769.06	AP
SI VIEW	03/19/2026	\$ 3,438.48	AP
SOUTHWOOD SQUARE	03/19/2026	\$ 4,743.68	AP
Sterling Ridge	03/19/2026	\$ 21,302.44	AP
Timberwood	03/19/2026	\$ 26,978.93	AP
Walnut Park	03/19/2026	\$ 6,718.88	AP
WINDSOR HEIGHTS	03/19/2026	\$ 44,401.69	AP
Woodridge Park	03/19/2026	\$ 23,150.56	AP
Auburn Square	03/20/2026	\$ 50,000.00	Q1 Distribution
Ballinger Commons	03/20/2026	\$ 574,000.00	Q1 Distribution
Bellepark	03/20/2026	\$ 30,000.00	Q1 Distribution
Carriage House	03/20/2026	\$ 200,000.00	Q1 Distribution
Carrington	03/20/2026	\$ 227,895.00	Q1 Distribution
Cottonwood	03/20/2026	\$ 16,000.00	Q1 Distribution
Cove East	03/20/2026	\$ 81,017.00	Q1 Distribution
Emerson	03/20/2026	\$ 100,000.00	Q1 Distribution
GILMAN SQUARE	03/20/2026	\$ 100,000.00	Q1 Distribution
Henry House	03/20/2026	\$ 117,533.00	Q1 Distribution
HERITAGE PARK	03/20/2026	\$ 100,000.00	Q1 Distribution
Landmark	03/20/2026	\$ 500,000.00	Q1 Distribution
LAURELWOOD	03/20/2026	\$ 27,000.00	Q1 Distribution
Meadowbrook	03/20/2026	\$ 150,000.00	Q1 Distribution
Newporter	03/20/2026	\$ 350,000.00	Q1 Distribution
Overlake	03/20/2026	\$ 450,000.00	Q1 Distribution
Parkwood	03/20/2026	\$ 200,000.00	Q1 Distribution
Pinewood Village	03/20/2026	\$ 260,000.00	Q1 Distribution
Plum Court	03/20/2026	\$ 29,542.00	Q1 Distribution
Salish	03/20/2026	\$ 300,000.00	Q1 Distribution
Sandpiper East	03/20/2026	\$ 250,000.00	Q1 Distribution
Sterling Ridge	03/20/2026	\$ 300,000.00	Q1 Distribution
Timberwood	03/20/2026	\$ 400,000.00	Q1 Distribution
Walnut Park	03/20/2026	\$ 500,000.00	Q1 Distribution
WINDSOR HEIGHTS	03/20/2026	\$ 100,000.00	Q1 Distribution
Woodridge Park	03/20/2026	\$ 400,000.00	Q1 Distribution

Woodside East	03/20/2026	\$ 450,000.00	Q1 Distribution	
Woodside East	03/20/2026	\$ 450,000.00	Q1 Distribution	
ALPINE RIDGE	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian	
ARBOR HEIGHTS	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian	
Argyle	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian	
Aspen Ridge	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian	
Auburn Square	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian	
Ballinger Commons	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian	
Bellepark	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian	
Brier Woods	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian	
Carriage House	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian	
Carrington	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian	
Colonial Gardens	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian	
Cottonwood	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian	
Cove East	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian	
Emerson	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian	
FAIRWOOD	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian	
GILMAN SQUARE	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian	
Hampton Greens	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian	
Henry House	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian	
Haven	3/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian	
HERITAGE PARK	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian	
Highlander House	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian	
Juanita View	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian	
Kendall Ridge	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian	
Landmark	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian	
LAURELWOOD	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian	
Meadowbrook	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian	
Meadows	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian	
Newporter	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian	
NIA	03/23/2026	\$ 1,098.14	Q4.2025 Bank Fees reimbursement to Cascadian	
Overlake	03/23/2026	\$ 1,098.14	Q4.2025 Bank Fees reimbursement to Cascadian	
Parkwood	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian	
Pinewood Village	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian	
Plum Court	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian	
RAINIER VIEW I	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian	
RAINIER VIEW II	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian	
Riverstone	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian	
Salish	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian	
SALMON CREEK	03/23/2026	\$ 1,464.19	Q4.2025 Bank Fees reimbursement to Cascadian	

Sandpiper East	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian
SEOLA CROSSING	03/23/2026	\$ 1,830.23	Q4.2025 Bank Fees reimbursement to Cascadian
SI VIEW	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian
SOUTHWOOD SQUARE	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian
Sterling Ridge	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian
Surrey Downs	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian
Tall Cedars	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian
Timberwood	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian
Vashon Terrace	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian
Villages at South Station	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian
Walnut Park	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian
WINDSOR HEIGHTS	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian
Woodridge Park	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian
Woodside East	03/23/2026	\$ 366.05	Q4.2025 Bank Fees reimbursement to Cascadian
Argyle	03/25/2026	\$ 52,530.24	AP and Payroll
Ballinger Commons	03/25/2026	\$ 279,335.79	AP and Payroll
Bellepark	03/25/2026	\$ 17,953.08	AP
Brier Woods	03/25/2026	\$ 34,717.86	AP and Payroll
Emerson	03/25/2026	\$ 88,327.01	AP and Payroll
GILMAN SQUARE	03/25/2026	\$ 32,851.15	AP and Payroll
Hampton Greens	03/25/2026	\$ 149,650.89	AP
Kendall Ridge	03/25/2026	\$ 18,543.61	AP
Landmark	03/25/2026	\$ 5,542.10	AP
Meadowbrook	03/25/2026	\$ 74,960.54	AP and Payroll
Riverstone	03/25/2026	\$ 46,670.56	AP
Surrey Downs	03/25/2026	\$ 53,408.88	AP and Payroll
Villages at South Station	03/25/2026	\$ 149,407.43	AP and Payroll
Woodside East	03/25/2026	\$ 8,598.09	AP
ALPINE RIDGE	03/26/2026	\$ 14,317.73	AP and Payroll and Management fees
ARBOR HEIGHTS	03/26/2026	\$ 28,026.01	AP and Payroll and Management fees
Aspen Ridge	03/26/2026	\$ 24,584.04	AP and Payroll and Management fees
Auburn Square	03/26/2026	\$ 56,283.22	AP and Payroll and Management fees
Carriage House	03/26/2026	\$ 35,887.90	AP and Payroll and Management fees
Carrington	03/26/2026	\$ 26,815.92	AP and Payroll and Management fees
CASCADIAN	03/26/2026	\$ 38,085.97	AP and Payroll and Management fees
Colonial Gardens	03/26/2026	\$ 32,257.97	AP and Payroll and Management fees
Cottonwood	03/26/2026	\$ 15,203.69	AP and Payroll and Management fees
Cove East	03/26/2026	\$ 76,529.08	AP and Payroll and Management fees
FAIRWOOD	03/26/2026	\$ 47,758.39	AP and Payroll and Management fees
Henry House	03/26/2026	\$ 16,693.14	AP and Payroll and Management fees

Haven	3/26/2026	\$ 37,403.18	AP and Payroll and Management fees
HERITAGE PARK	03/26/2026	\$ 25,956.50	AP and Payroll and Management fees
Highlander House	03/26/2026	\$ 10,250.26	AP and Payroll and Management fees
Juanita View	03/26/2026	\$ 24,457.09	AP and Payroll and Management fees
LAURELWOOD	03/26/2026	\$ 44,133.08	AP and Payroll and Management fees
Meadows	03/26/2026	\$ 25,276.72	AP and Payroll and Management fees
Newporter	03/26/2026	\$ 71,964.09	AP and Payroll and Management fees
NIA	03/26/2026	\$ 19,890.07	AP and Payroll and Management fees
Overlake	03/26/2026	\$ 69,314.62	AP and Payroll and Management fees
Parkwood	03/26/2026	\$ 20,679.54	AP and Payroll and Management fees
Pinewood Village	03/26/2026	\$ 25,462.17	AP and Payroll and Management fees
Plum Court	03/26/2026	\$ 22,014.09	AP and Payroll and Management fees
RAINIER VIEW I	03/26/2026	\$ 14,592.32	AP
RAINIER VIEW II	03/26/2026	\$ 11,742.52	AP
Salish	03/26/2026	\$ 57,304.22	AP and Payroll and Management fees
SALMON CREEK	03/26/2026	\$ 22,088.30	AP and Payroll and Management fees
Sandpiper East	03/26/2026	\$ 134,719.09	AP and Payroll and Management fees
SEOLA CROSSING	03/26/2026	\$ 31,520.84	AP and Payroll and Management fees
SEOLA CROSSING	03/26/2026	\$ 30,015.28	AP and Payroll and Management fees
SI VIEW	03/26/2026	\$ 11,672.91	AP
SOUTHWOOD SQUARE	03/26/2026	\$ 14,448.14	AP and Payroll and Management fees
Sterling Ridge	03/26/2026	\$ 48,688.20	AP and Payroll and Management fees
Timberwood	03/26/2026	\$ 95,605.50	AP and Payroll and Management fees
Vashon Terrace	03/26/2026	\$ 3,153.02	AP
Walnut Park	03/26/2026	\$ 22,020.54	AP and Payroll and Management fees
WINDSOR HEIGHTS	03/26/2026	\$ 73,815.34	AP and Payroll and Management fees
Woodridge Park	03/26/2026	\$ 58,253.92	AP and Payroll and Management fees
NIA	03/31/2026	\$ 58,015.00	Q1 Distribution
SALMON CREEK	03/31/2026	\$ 62,460.56	Q1 Distribution
	257 Wires	\$ 13,223,772.43	

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To: Board of Commissioners

From: Judi Jones, Senior Program Compliance Manager

Date: May 4, 2026

Re: **Resolution No. 5826:** Authorizing Changes to the Admissions and Continued Occupancy Policy

Attached for your review and approval are changes to KCHA's Public Housing Admission and Continued Occupancy Policy (ACOP) designed to help clarify existing policy and simplify program administration. For your convenience, the following is a brief summary of primary changes included:

- **Introduction:** Catastrophic Plan - Edits more fully describe the range of policy and program modifications that could be implemented under a declared emergency.
- **Section 1:** Updates to definitions of Near-Elderly Disabled Family to clarify the household must include a disabled head or spouse. Tenant has also been updated to cite the proper regulatory reference.
- **Section 6:** Removes conflicting language regarding proposed changes to Tenant Selection preferences. Clearly states that KCHA will follow regulatory requirements of 24 CFR 960.206.
- **Section 11, item B.3:** Edits to clarify that persons bound to a lifetime registration as a sex-offender are not eligible and may be terminated, consistent with HUD requirements.
- **Section 11, item K:** Reorganized to clearly describe procedures regarding inspection schedules and processing. Clarifies timing (frequency) and review standards that apply to visual inspection and assessment of chipping/peeling paint – including documentation of surface conditions and storage of completed inspection records.
- **Exhibit B – item B.11:** Expands the scope of Non-recurring Income to allow exclusion of amounts received through KCHA or other identified entities as reimbursement (in whole or in part) of utility expenses paid out of pocket by the household.
- **Exhibit K: Calculation of Assistance following Immigration Verification:** Edits to clarify that income calculations are completed following policies described in Sections 9 and 10 of the ACOP.

Proposed changes also include the addition of footnotes to improve tracking of policy changes – especially those driven by MTW waiver authority for current and historical reference. In addition, other minor changes are included though not identified above. These more minor edits correct formatting, typographic or notational items but do not alter the intent of the text.

Also incorporated into the Resolution is authorization for the CEO/President or their designee to approve future revisions of the ACOP when such changes clarify existing policy; ensure regulatory compliance (e.g., updating Income Limits and Flat Rents, etc.); or do not result in significant alteration of Board approved policies or programs.

Approval of Resolution 5826 will help improve efficiency, strengthen program integrity and reduce opportunities for error.

Staff recommends approval of the Resolution as attached.

Resolution No 5826: Attachment 1
Summary of Proposed ACOP Changes
 May 2026

ACOP Section	Sub-Category	Correction/Change	Clarify / Simplify	MTW - related
Introduction	Item F - Right to Privacy	Allows HA replacement of standard HUD Authorization for Release of Information (HUD 9886)		x
	Catastrophic Planning	Inserts policy implemented during COVID (2019) with slight adjustment to clarify emergency	x	x
Section 1: Definitions	Near Elderly Disabled Family	Corrected definition to clearly state family must include a disabled head or spouse		x
	Near Elderly Disabled Person	Corrected definition to clarify that the individual must qualify as disabled.		x
	Tenant	Clarification/correction to show proper regulatory citation	x	
Section 2: Receipt of Applications	Item II.D.2	Correction to delete reference to action no longer included in KCHA process	x	
Section 4: Eligibility	Item B.6.a	Inserts missing end of sentence inadvertently omitted in prior version		
Section 6: Tenant Selection and Assignment	Item A. - Order of Selection	Removes conflicting language that did not properly state requirements - replaced with language to confirm the HA will follow regulatory requirements of 24 CFR 960.206	x	
Section 9: Energy Assistance Supplement	Item 9.G.2 - Review and Adjustment of EAS Amounts	Clarifies the process for updating EAS amounts and the timeframe for implementation of revised amounts	x	x
Section 11: TERMINATION of TENANCY	Item B.3. - last paragraph	Removes improper date reference no longer in effect to clarify limitation on housing those bound to lifetime registration as a sex-offender	x	
	Item K: Lead-Based Paint Procedures	Clarifies where to reference procedures regarding inspection schedules; frequency and standards used for visual inspection of lead paint and completed inspection storage policies and procedures	x	
EXHIBIT B: Income Exclusions	Item B.11 - Non-recurring income	Expands definition and adds item 11.e to allow exclusion of amounts received from the Housing Authority, State or Local government or other entity or agency partner that are specifically intended to reimburse (in whole or in part) out-of-pocket utility expenses paid by the household		x

ACOP Section	Sub-Category	Correction/Change	Clarify / Simplify	MTW - related
EXHIBIT C: Clarifications on Income, Assets and Allowances	Section I, Item G	Adds clarification regarding exclusion of income under categories listed in Exhibit B	x	
EXHIBIT E: Income Limits	Sedro-Woolley Income Limits	Removed. Sedro-Woolley Housing Authority is operated under its own ACOP.	x	
EXHIBIT K: Calc of Assistance Following Immigration Verification	Item I: Families with all eligible household members	Edited to properly reference ACOP Sections 9 and 10 with regard to income/rent calculation and remove improper reference to rent calculation %;	x	x
Other:	Miscellaneous changes	Correcting spelling and/or numbering/format and minor rephrasing to improve flow and comprehension	x	
	MTW Footnotes	Added to improve policy development tracking for current and historical reference	x	

THE HOUSING AUTHORITY OF THE COUNTY OF KING, WASHINGTON
RESOLUTION NO. 5826
AUTHORIZING CHANGES TO THE PUBLIC HOUSING ADMISSION AND CONTINUED
OCCUPANCY POLICY

WHEREAS, the King County Housing Authority (KCHA) is a Public Housing Authority (PHA) providing public housing assistance through an Annual Contributions Contract (ACC) with HUD; and

WHEREAS, KCHA's Public Housing program is administered in accordance with its Admission and Continued Occupancy Policy (ACOP); and

WHEREAS, staff has reviewed the Admission and Continued Occupancy Policy (ACOP) and identified changes designed to clarify policies and simplify program administration; and

WHEREAS, such changes are designed to help improve efficiency, program support and reduce opportunity for error through improved overall program operation; and

WHEREAS, KCHA Board of Commissioners approval of the proposed modification of the ACOP is required prior to implementation;

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF KING: as follows:

SECTION 1. Formally adopts the proposed changes to the ACOP as detailed in the attached documents effective immediately; and,

SECTION 2. Authorizes the CEO/President or their designee to approve additional revisions of the ACOP when such changes (1) clarify existing policy; (2) ensure regulatory compliance (e.g., updating Income Limits and Flat Rents, etc.); or (3) do not result in significant alteration of Board approved policies or programs.

ADOPTED AT THE ANNUAL MEETING OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF KING AT AN OPEN PUBLIC MEETING THIS 18th DAY OF MAY, 2026.

**THE HOUSING AUTHORITY OF THE
COUNTY OF KING, WASHINGTON**

ROBIN WALLS
Secretary-Treasurer

JERRY LEE, Chair
Board Of Commissioners

Admission
and
Continued
Occupancy
Policy

ACOP

GOVERNING ADMISSION TO AND CONTINUED OCCUPANCY OF THE PUBLIC HOUSING
PROJECTS OPERATED BY THE HOUSING AUTHORITY OF THE COUNTY OF KING,
WASHINGTON

Proposed revisions – May 2026

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INTRODUCTION

GENERAL POLICY STATEMENTS

A. FAIR HOUSING

It is the policy of the Housing Authority to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, age, national or ethnic origin, parental status, familial status, actual or perceived sexual orientation or gender identity or disability be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under the Housing Authority's programs.

To further its commitment to full compliance with applicable Civil Rights laws, the Housing Authority will provide Federal/State/local information to applicants/tenants of the Public Housing program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Housing Authority's Area Offices. In addition, all written information and advertisements will contain the appropriate language and logo.

The Housing Authority will assist any family that believes they have suffered illegal discrimination by providing them copies of the appropriate housing discrimination forms. The Housing Authority will also assist them in completing the forms if requested, and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

B. REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Housing Authority's housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This section and [Exhibit L](#) clarifies how people can request accommodations and the guidelines the Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Housing Authority will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodation.

Anyone requesting an application will also receive a Request for Reasonable Accommodation form.

Notifications of re-examination, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the tenant will include information about requesting a reasonable accommodation.

All decisions granting or denying requests for reasonable accommodations will be in writing.

[Exhibit L](#) provides additional information on the procedure for requesting a reasonable accommodation.

C. SERVICES FOR NON-ENGLISH SPEAKING APPLICANTS AND RESIDENTS

The Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English in order to assist non-English speaking families.

D. FAMILY OUTREACH

The Housing Authority will publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach people, who cannot or do not read the newspapers, the Housing Authority will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The Housing Authority will also try to utilize public service announcements.

The Housing Authority will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

E. RIGHT TO PRIVACY

All adult members of both applicant and tenant households are required to sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement.

Any request for applicant or tenant information will not be released unless there is a signed release of information request from the applicant or tenant, or as provided in [Exhibit M](#).

Admission and Continued Occupancy Policy (ACOP)

Required Postings

In each of its offices, the Housing Authority will post, in a conspicuous place and at a height easily read by all persons, including persons with mobility disabilities, the following information:

- ✓ Statement of Policies and Procedures governing Admission and Continued Occupancy;
- ✓ Notice of the status of the waiting list (open or closed);
- ✓ A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, TDD numbers;
- ✓ Income Limits for Admission;
- ✓ Excess Utility Charges;
- ✓ Utility Allowance Schedule;
- ✓ Current Schedule of Routine Maintenance Charges;
- ✓ Dwelling Lease;
- ✓ Grievance Procedure;
- ✓ Fair Housing Poster;
- ✓ Equal Opportunity in Employment Poster;
- ✓ Any current Housing Authority Notices;
- ✓ Anti-Harassment Notice.
- ✓ Notice of HA Obligations for Tenant Screening

F. CATASTROPHIC PLANNING

This policy details KCHA policies and procedures that are in place under normal day-to-day operations. However, should a catastrophic event occur that impedes the ability to maintain the health, safety, security of residents, staff or the community and/or financial viability of the Agency,, KCHA may modify certain policies or procedures. Changes may only be made upon Executive Director declaration of an Emergency as a result of catastrophic

event(s). At the discretion of the Executive Director, modifications determined necessary may remain in effect for up to 60 days following the end of the declared emergency to allow KCHA operations to normalize. Examples of policy and procedure changes that could be implemented include, but are not limited to, the following:

- **Modified Office Hours:**

In the event of a declared emergency, KCHA may limit office hours or close designated offices to the public entirely as determined necessary by KCHA. In such instances, staff will remain available to clients through phone and/or email. Information regarding revised office hours – including anticipated length of the closure/modification and how to contact KCHA staff with questions and/or concerns - will be clearly posted on all office doors and in community areas, if appropriate. Information will also be distributed to clients via email and direct delivery when KCHA determines such is available and practical.

- **Modified Inspection process:**

Recertification inspections scheduled during the catastrophic event may be extended for an additional 12 months. However, upon notification of the delay, the participant will be advised to report any necessary repairs that have not been addressed by the owner. If the tenant reports a life threatening failure, the owner will be required to abate or correct the condition immediately, per KCHA policy.

To help ensure client access to housing, tenant move-ins and new inspections will be prioritized and completed as soon as possible (pending road closures or other obstacles preventing immediate response).

- **Modified Review and Verification procedures:**

In the event of a declared emergency, KCHA may modify client review schedules and/or implement revised verification policies under the protocols listed above. For example, should a catastrophic event occur, it may be difficult to verify tenant information through normal documentation methods or complete reviews under the current process. In such cases, reviews could be temporarily delayed, and verification processes relaxed by weighting all forms of verification equally. A notation regarding any changes authorized as a result of the Executive Director's declaration will be noted in all affected client files.

1: DEFINITION OF TERMS

Adjusted Annual Income: Total Household Annual Income less the sum of total eligible deductions for unreimbursed medical expenses, handicapped assistance expenses and/or childcare expenses (as defined) which the household is determined eligible to receive during the recertification process and determination of tenant rent. (See [Section 9](#) and [Exhibit C](#) for additional information.)

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

Allowances: Amounts deducted from the household's gross annual income in determining adjusted annual income (the income amount used in the rent calculation). As established under KCHA's EASY Rent and WIN Rent programs, allowances for medical expenses, handicapped assistance expenses and child care expenses for children under 13 years of age, as outlined in this ACOP.

Alternative non-public housing rent: The monthly rent charged to a Non-public housing over-income household. The rent is equal to the greater of:

- (1) The applicable fair market rent, as defined in [24 CFR part 888, subpart A](#), for the unit; *or*
- (2) The amount of the monthly subsidy provided for the unit, which will be determined by adding the per unit assistance provided to a public housing property as calculated through the applicable formulas for the Public Housing Capital Fund and Public Housing Operating Fund.
 - (A) For the Public Housing Capital Fund, the amount of Capital Funds provided to the unit will be calculated as the per unit Capital Fund assistance provided to a PHA for the development in which the family resides for the most recent funding year for which Capital Funds have been allocated;
 - (B) For the Public Housing Operating Fund, the amount of Operating Funds provided to the unit will be calculated as the per unit amount provided to the public housing project where the unit is located for the most recent funding year for which a final funding obligation determination has been made;

(C) HUD will publish such funding amounts no later than December 31 each year

Annual Income: All amounts, not specifically excluded in Exhibit B of this policy, received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age. (See Exhibit A and Exhibit B for additional information).

Applicant (applicant family): A person or family that has applied for admission to a program but is not yet a participant in the program.

Authority: The Housing Authority of the County of King, Washington, a public corporation.

Certification: The examination of a household's income, expenses, and family composition to determine the family's initial eligibility for program participation and to calculate the family's share of rent.

Child Care Deduction¹: The amount allowed under KCHA’s WIN Rent program as a reduction from Annual Income when child care expenses (as defined) are incurred by a participating household. Households with income in excess of \$75,000 and above are not eligible for this deduction. **A child care deduction is only provided when KCHA determines no other adult in the household is available** to provide care **AND** the amount paid (1) is not reimbursed by another party or source; (2) is reasonable in relation to the time and hours worked; (3) is not paid to a family member; (4) does not exceed the income received as a result of the provision of the care. A Child Care Deduction **may not be** granted to a household operating an in-home childcare facility in order to provide for the care of the household’s own children. The actual amount of the deduction provided is established by KCHA according to the following expense bands:

Eligible Child Care Expenses Incurred	\$ Amount of Deduction
Below \$2,500	\$0
\$2,500 - \$4,999	\$2,500
\$5,000 – \$7,499	\$5,000
\$7,500 - \$9,999	\$7,500
\$10,000 or more	\$10,000

See [Section 9](#) and [Exhibit C](#) for additional information.

Child Care Expense¹: The “out-of-pocket” amount paid for (1) the care of children in the household under 13 years of age **and/or** (2) attendant care and auxiliary apparatus for a Handicapped or Disabled Family member. Under the WIN Rent program, child care expenses must: (1) be necessary to enable a member of the household to be gainfully employed or further his/her education; (2) not be reimbursed by another party or source; (3) be reasonable in relation to the time and hours worked; (4) not be paid to a family member; (5) not exceed the income received as a result of the provision of the care.

¹ Approved MTW FY 2011 – WIN Rent Policy

Households with income of \$75,000 and above are not eligible for this deduction. (See [Section 9](#) and [Exhibit C](#) additional information.)

Citizen: A citizen or national of the United States.

Community Service: The performance of voluntary work or duties that are a public benefit and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities.

Consent Form: Any consent form approved by HUD and/or the Authority to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits.

Co-Tenant: An adult member of the Family household who is neither head nor spouse, but who enters the lease jointly with the Head of Household. A Co-Tenant has the same standing in the lease as would a spouse.

Dependent: A member of the Family household (excluding foster children and foster adults) other than the Family head or spouse, who is under 18 years of age or is a person with a disability. An unborn child shall not be counted as a Dependent except when determining initial program eligibility of a single pregnant woman **without** other children in the household.

Day Laborer: An individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future. Income earned as a day worker is **not** considered non-recurring income.

Dilapidated Housing Unit: For selection preference purposes, a housing unit is considered dilapidated if it does not provide safe and adequate shelter, in its present condition endangers the health, safety or well-being of a family, or it has one or more critical defects, or a combination of intermediate defects in sufficient number or extent to require considerable repair or rebuilding. The defects may involve original construction, or they may result from continued neglect or lack of repair from serious damage to the structure.

Disabled Family: A family whose head, spouse or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Displaced Family: For eligibility purposes, a family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Displaced Person: For eligibility purposes, a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under Federal disaster relief laws.

Drug-Related Criminal Activity: The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell distribute or use the drug. ([As defined in Section 102 of the Controlled Substances Act \(21 U.S.C. 802\)](#))

Dwelling Lease: A rental agreement between the Housing Authority and the tenant in the form shown in [Exhibit J](#) of this policy. The Dwelling Lease (or a Rider to the Dwelling Lease) shall, among other things, reflect the rent currently being charged and the conditions governing occupancy. ([J- Section 7](#))

Earned Income: Income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, and governmental subsidies for certain benefits), or any cash or in-kind benefits.

EASY Rent Program²: The rent calculation method applied by KCHA to Easy Rent households (see definition). Under Easy Rent program rules, rent is calculated based upon 30.7% of an eligible household's adjusted gross income. Minimum rent paid by eligible families is \$0 per month, in accordance with the policies outlined in this ACOP. Households under the EASY Rent program undergo a **full recertification** of income and program eligibility just once every three (3) years. During intervening years, rent will be adjusted to account for changes in the applicable Energy Assistance Supplements and/or Social Security Cost-of-Living adjustments received in the prior year. Unit inspections will still be performed in accordance with the HA's established schedule. (See [Section 9](#) and [Section 10](#) for additional information.)

EASY Rent Household²: A resident or family living in or applying for a development currently or formerly operated as a KCHA Public Housing Mixed Population Hi-rise building, or a family in which (1) All adults in the household (excluding live-in attendants) are Elderly or Disabled (as defined); **and** (2) have no source of income, **or**, at least 90% of total household income is derived from any combination of the following fixed income sources: Social Security, SSI, Government Pension, Public or Private Pensions and/or GAU,

² Approved MTW FY 2008 – Easy Rent; see also FY 2025 (Resolution 5802) for % calculation change.

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Disability Lifeline or similar DSHS general assistance grants. An EASY Rent Household includes a household in which a dependent minor has turned eighteen (18) years of age in between the established (3 year) recertification period. Easy Rent Households may also be referred to as a “fixed income” household in this ACOP as their income is typically from a fixed source such as Social Security or SSI.

Economic Self-Sufficiency Program: Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program); or other work activities.

EIV (Enterprise Income Verification): A HUD web-based system used to validate tenant reported income including wages, unemployment, Social Security, SSI and other income and benefits.

Elderly Family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; or two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Elderly Person: A person who is at least 62 years of age.

Eligible Immigration Status: An immigration status in one of the following categories:

1. A noncitizen lawfully admitted for permanent residence, as defined by [Section 101\(a\)\(20\)](#) of the Immigration and Nationality Act (INA), as an immigrant, as defined by [Section 101\(a\)\(15\)](#) of the INA (8 U.S.C. 1101 (a)(20) and 1101(a)(15), respectively) (immigrants). (This category includes a noncitizen admitted under [Section 210](#) or [210A](#) of the INA (8 U.S.C. 1160 or 1161), (special agricultural worker), who has been granted lawful temporary resident status);
2. A noncitizen who entered the United States before January 1, 1972, or such later date as enacted by law, and has continuously maintained residence in the United States since then, and who is not eligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under [Section 249](#) of the INA (8 U.S.C. 1259);
3. A noncitizen who is lawfully present in the United States pursuant to an admission under [Section 207](#) of the INA (8 U.S.C. 1157)(refugee status); pursuant to the grant of asylum (which has not been terminated) under [Section 208](#) of the INA (8 U.S.C. 1158)(asylum status); or as a result of being granted conditional entry under [Section](#)

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[203](#) (a)(7) of the INA (8 U.S.C. 1153(a)(7)) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity;

4. A noncitizen who is lawfully present in the United States as a result of an exercise of discretion by the Attorney General for emergent reasons or reasons deemed strictly in the public interest under [Section 212\(d\)\(5\)](#) of the INA (8 U.S.C. 1182(d)(5))(parole status);
5. A noncitizen who is lawfully present in the United States as a result of the Attorney General's withholding deportation under [Section 234\(h\)](#) of the INA (8 U.S.C. 1253(h))(threat to life or freedom); or
6. A noncitizen lawfully admitted for temporary or permanent residence under [Section 245A](#) of the INA (8 U.S.C. 1255a) (amnesty granted under INA 245A).

Energy Assistance Supplement (EAS)³: The amount provided by the Housing Authority as a reduction to the household's Total Tenant Payment, when the costs of utilities are the responsibility of the family occupying the unit. As determined by the Housing Authority, the EAS is established based upon the reasonable energy consumption of a reasonably conservative household of modest means. (Formerly referred to as a "Utility Allowance"). An EAS is not provided to a Non-public housing over-income family.

Tenants who reside in units for which all utilities are paid by the Housing Authority **do not** receive an Energy Assistance Supplement (EAS).

Energy Supplement Reimbursement³: The amount, if any, by which the Energy Assistance Supplement for the unit, if applicable, exceeds the Total Tenant Payment for the Family occupying the unit. The amount of reimbursement may be limited by any Minimum Rent policies established by the Housing Authority as outlined in this ACOP.

Extremely Low Income Families: Those families whose incomes do not exceed the higher of the Federal poverty level or 30% of the median income for the area, as determined by the HUD Secretary with adjustments for smaller and larger families.

Family: Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status. In all cases the Head of Household must be at least 18 years of age unless the designated Head of Household documents approval as an Emancipated Minor pursuant to Washington State regulations (*RCW 13.64*)⁴.

³ Approved MTW FY 2011 – EASY and WIN Rent programs

⁴ Approved MTW FY 2022 – Board Resolution 5727 (July 2022)

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1. A group of two or more persons sharing a residency whose income and resources are available to meet the family needs and who are either related by (1) blood, marriage or operation of law (excluding custody of foster children), or; (2) who have evidenced a stable family relationship.
 - a. A group of "two or more persons" includes a single pregnant woman **without** other children and a single-person (see definition) in the process of securing legal custody of a dependent.
 - b. Members of the family temporarily absent shall be included in the family group. To establish what constitutes "temporary absence," the following clarification is provided:
 - 1) A military service member shall be classified as "temporarily absent" when away from home due to military service. Therefore, each military service member shall be counted as part of the family for purposes of qualifying as an eligible family for admission of or continued occupancy and for establishment of rent, but not for determining size of unit required.
 - 2) If the family claims a child as a family member, but does not have full custody, or if the child lives only part time with the family, it will be the sole discretion of the Housing Authority as to whether to count the child as part of the family.
 - 3) If the family has a dependent away at school, the dependent may be considered a member of the household if the dependent normally lives in the household while not attending school.
 - 4) The Authority may consider an absent child to be part of the family if there is evidence that the child would reside with the family if the family were admitted to the Authority's housing.
2. An Elderly Person or Family (see definition)
3. A Near Elderly Person or Family (see definition)
4. A Person with Disabilities or Disabled Family (see definition)
5. A Remaining Member of a tenant family (see definition)

For purposes of determining **initial eligibility** for the Housing Authority's Public Housing program:

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1. A Family **must include** at least one household member who is disabled, elderly, near-elderly or who qualifies as a dependent (see definition)⁵;
2. Single-persons (as defined: those who are not elderly, near-elderly or disabled) will not be placed on the waiting list. However, such individuals may be considered eligible for assistance and be placed on the waiting list for any specific targeted “set-aside” program established by the Housing Authority (such as programs to assist Chronically Homeless individuals or youth transitioning out of foster care) for which they qualify⁶.

For purposes of properties that are owned and/or administered by the Housing Authority in conjunction with the Low Income Housing Tax Credit (LIHTC) program, a Family will not include a household that consists solely of family members that are considered Full-time students (as defined by the LIHTC program).

Family Income: For purposes of qualifying for a Federal Preference, Family Income is "Monthly Income" as defined in this Section.

Family Members: All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

Family Development: Any development assisted under the [US Housing Act of 1937](#) (other than Section 8 or Section 17 of the Act) which is not a Project for the Elderly or Disabled.

Family Self-Sufficiency Program (FSS Program): The program established by a Housing Authority to promote self-sufficiency among participating families, including the coordination of supportive services.

Foster Adult: A member of the household who is 18 years of age or older and meets the definition of a foster adult under State law. In general, a foster adult is a person who is 18 years of age or older, is unable to live independently due to a debilitating physical or mental condition and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.

Foster Child Care Payment: Payments to eligible households by state, local or private agencies.

Foster Child: A member of the household who meets the definition of a foster child under State law. In general, a foster child is placed with the family by an authorized placement

⁵ Approved MTW – FY 2008

⁶ Approved MTW – FY 2008/2009

agency (e.g., public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction.

Handicapped Assistance Expenses: Reasonable expenses that are anticipated, during the period for which annual Income is computed, for attendant care or auxiliary apparatus for a Handicapped or Disabled Family member, and **that are necessary to enable a Family member (including the Handicapped or Disabled member) to be employed or further his/her education**, provided that the expenses are neither paid to a member of the Family nor reimbursed by an outside source.

Head of Household: The adult member of the Family who is the head of the household for the purposes of determining income eligibility and rent. A Head of Household must be 18 years of age or older unless they document approval as an Emancipated Minor pursuant to Washington State regulations (*RCW 13.64.*)⁴.

Homeless Family: For selection preference purposes, an applicant is considered a Homeless Family if they:

1. Lack a fixed, regular and adequate night time residence; and
2. Have a primary night time residence that is:
 - a. A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters and transitional housing for the mentally ill);
 - b. An institution that provides a temporary residence for individuals intended to be institutionalized; or
 - c. A public or private place not designed for or ordinarily used as, a regular sleeping accommodation for human beings.

A Homeless Family does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State law.

Housing Authority (HA): The Housing Authority of the County of King, a public corporation.

HUD: The U.S. Department of Housing and Urban Development.

Imputed Asset Income: For households with assets of more than \$50,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

Imputed Welfare Income: The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

Income Limits: A schedule of incomes that do not exceed a percent of the median income for the area as determined by HUD with adjustments for smaller or larger Families, except that HUD may establish income limits higher or lower on the basis of its findings that such variations are necessary because of prevailing levels of construction costs, unusually high or low incomes, or other factors. (See [Exhibit E](#))

Independent Contractor: An individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code federal income tax requirements and whose earnings are subject to self-employment tax. In general, an individual is an independent contractor if they have the right to control or direct only the conduct of the work. Income earned as an independent contractor is **not** considered non-recurring income.

Interim Recertification: A reexamination of a family income, expenses, and household composition conducted between regular recertifications when a change in a household's circumstances warrants such a reexamination. (See [Section 10](#) for additional information.)

INS: The U.S. Immigration and Naturalization Service.

Live-in Aide: A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who (1) is determined by the Housing Authority to be essential to the care and well-being of the person(s); (2) is not obligated for the support of the person(s); and (3) would not be living in the unit except to provide necessary supportive services.

A relative meeting the above three criteria would not be prohibited from serving as a Live-in Aide.

With the consent of the Housing Authority, a live-in aide meeting the above criteria may be permitted to reside in the dwelling unit. In addition to screening the live-in aide for the normal suitability criteria, permission may depend on whether the addition of a new occupant would require a transfer of the family to another unit, and whether another appropriate unit is available.

A live-in aide is not a party to the lease, has no continued occupancy rights, and his/her income is not considered in computing family income or family deduction.

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Local Preference: A preference adopted by the Housing Authority to select among applicant families. Housing Authority approved local preferences and the limits on their use are outlined under [Section 6](#) of this Policy.

Low Income Family: A Family whose Annual Income does not exceed 80% of the median low income limit for the area, as determined by HUD with adjustment for smaller and larger families.

Medical Deduction⁷: The amount allowed under KCHA’s EASY Rent program as a reduction from Annual Income when medical expenses (as defined) are incurred by a participating household. Households with income of \$75,000 and above are not eligible for this deduction. The actual amount of the deduction provided is established by KCHA according to the following expense bands:

Eligible Medical Expenses Incurred	\$ Amount of Deduction
Below \$2,500	\$0
\$2,500 - \$4,999	\$2,500
\$5,000 – \$7,499	\$5,000
\$7,500 - \$9,999	\$7,500
\$10,000 or more	\$10,000

Under KCHA’s Hardship Policy, a WIN Rent Household may qualify for a Medical Deduction only when it can be demonstrated that the household’s childcare and medical costs and calculated Total Tenant Payment (TTP, which equals Rent + Energy Assistance Supplement) results in the household facing an “extraordinary cost of living”. (See [Section 9](#) and [Exhibit C](#) for additional information.)

Medical Expenses: The “out-of-pocket” amount paid by a household for (1) the medical care of elderly and disabled household members **and/or** (2) attendant care or auxiliary apparatus for a Handicapped or Disabled Family member that are necessary to enable a Family member to be employed or further his/her education. As defined in this ACOP, the total attendant and auxiliary costs (handicapped assistance expenses) included under this category must (1) be reasonable in relation to the time and hours worked; (2) not be paid to a family member; (3) not exceed the income received as a result of the provision of the care. **Claimed expenses may not be dually included in the calculation of Child Care Expenses in order to determine a household’s adjusted annual income⁷.** (See [Section 9](#) and [Exhibit C](#) for additional information.)

Member of the Armed Forces: A person in the active Military or Naval Service of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

⁷ Approved MTW – FY 2010 – Easy and WIN Rent programs

For the purpose of determining Annual Income, a Member of the Armed Forces shall be the Head of Household, Spouse, or other Family member whose dependents are residing in the unit.

Minimum Rent: The minimum monthly amount payable to the Housing Authority as rent by an EASY Rent and WIN Rent household⁷.

Mixed Family: A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

Mixed Finance Development: A housing development for which the Housing Authority has entered into an agreement that uses a combination of public and/or private funding sources for the development of public housing units. Such a development may be managed by an entity other than KCHA, include both public and locally funded units, and/or use two or more rent and/or operating subsidies to support on-site rental opportunities. Examples of such developments include the Bellevue 8 and Greenbridge.

Mixed Population Development: Any development assisted under the [US Act of 1937](#) (other than under Section 8 or Section 17 of the Act), including any building within a mixed-use project that was designated for occupancy by the elderly or disabled at its inception or, although not so designated, for which the PHA gives preference in a tenant selection (with HUD approval) for all units in the project (or for a building within a mixed-use project) to elderly or disabled families.

Monthly Adjusted Income: One-twelfth of Adjusted Annual Income.

Monthly Income: One-twelfth of Annual Income.

Moving To Work (MTW): A demonstration program established by HUD that allows Public Housing Authorities (PHAs) to design and test ways to (1) promote self-sufficiency among assisted families; (2) achieve program efficiency and reduce costs; and, (3) increase housing choice for low income households. KCHA entered into an MTW agreement with HUD in July 2003. MTW footnotes in this document are for reference only and are not exhaustive. They are not intended to limit or define the full scope of MTW authority underlying any given policy.

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a U.S. Territory or Possession.

Near Elderly Disabled Family: A Disabled Family (see definition) whose head, spouse, or sole member is a person who is at least 55 years⁸ of age but below the age of 62; or two or more persons, who are at least 55 years⁸ of age but below the age of 62 living together; or one or more persons who are at least 55 years⁸ of age but below the age of 62 living together with one or more live-in aides.

Near Elderly Disabled Person: A Disabled Person (see definition) who is at least 55 years⁸ of age but below the age of 62.

Near Elderly Family: A family whose head, spouse, or sole member is a person who is at least 55 years⁸ of age but below the age of 62; or two or more persons, who are at least 55 years⁸ of age but below the age of 62 living together; or one or more persons who are at least 55 years⁸ of age but below the age of 62 living together with one or more live-in aides.

Near Elderly Person: A Person who is at least 55 years⁸ of age but below the age of 62.

Net Family Assets:

1. The net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investment.
2. Net family assets must include the value of any business or family assets disposed of for less than fair market value during the two years preceding the date of application for the program or reexamination, in excess of the consideration received therefore.
 - a. This includes a disposition in trust, but not in a foreclosure or bankruptcy sale.
 - b. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives consideration not measurable in dollar terms.
 - c. Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.

See Exhibit B and Exhibit C for additional information regarding exclusions and calculation of Annual Income and Rent.

Net Income from Operation of a Business or Profession: See [Exhibit A](#).

Noncitizen: A person who is neither a citizen nor national of the United States.

Noncitizen Student: A noncitizen who:

⁸ Approved MTW – FY 2004

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1. Has a residence in a foreign country, that the person has no intention of abandoning;
and,
2. Is a bonafide student qualified to pursue a full course of study; **and,**
3. Is admitted to the United States temporarily and solely for purposes of pursuing such a course of study at an established institution of learning or other recognized place of study in the United States, particularly designated by such person and approved by the Attorney General after consultation with the Department of Education of the United States, which institution or place of study shall have agreed to report to the Attorney General the termination of attendance of each nonimmigrant student.

Non-public housing over-income family: A family whose income exceeds the over-income limit for 24 consecutive months and is paying the alternative non-public housing rent.

Occupancy Standards: The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Other Criminal Activity: Criminal activity that would adversely affect the health, safety, or right to peaceful enjoyment of the premises by other residents, persons residing in the immediate vicinity, the owner or public housing employees.

Over-income family: A family whose income exceeds the Over-income limit.

Over-income limit: The over-income limit is determined by multiplying the applicable income limit for a very low-income family, as defined in § 5.603(b), by a factor of 2.4. See [§ 960.507\(b\)](#).

Person with Disabilities: Per the HUD definition, a person is considered disabled if (1) the following Social Security disability definition is met, or (2) the individual has a developmental disability as described in Paragraph 2 below.

1. Has a disability as defined in [Section 223 of the Social Security Act](#) which states: "Inability to engage in any substantial gainful activity because of any physical or mental impairment that is expected to result in death or has lasted or can be expected to last continuously for at least 12 months; or, for a blind person at least 55 years old, and who is unable because of blindness to engage in any substantial gainful activities comparable to those in which the person was previously engaged with some regularity and over a substantial period.
2. Is determined, pursuant to regulations issued by HUD to have a physical, mental, or emotional impairment that:

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- a. is expected to be of long, continued and indefinite duration;
 - b. substantially impedes that person's ability to live independently; and
 - c. is of such a nature that such ability to live independently would be improved by more suitable housing conditions, or
3. Has a developmental disability as defined below in [Section 102 \(7\) of the Developmental Disabilities Assistance and Bill of Rights Act \(42 U.S.C. 6001 \(7\)\)](#) which is a severe, chronic disability that:
- a. Is attributable to a mental and/or physical impairment (or a combination of mental and physical impairments);
 - b. Is manifested before the person attains the age of 22;
 - c. Is likely to continue indefinitely;
 - d. Results in substantial functional limitations in three or more of the following areas of major life activity;
 - 1) Capacity for independent living;
 - 2) Self-care;
 - 3) Receptive and responsive language;
 - 4) Learning;
 - 5) Mobility;
 - 6) Self-direction; and
 - 7) Economic self-sufficiency; AND
 - e. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition of a person with disabilities does not exclude persons who have the disease of acquired immunodeficiency syndrome or any condition arising from the etiologic agent for acquired immunodeficiency syndrome.

For purposes of qualifying for low-income housing, it does not include a person where disability is based solely on any drug or alcohol dependence.

Preponderance of the Evidence: Evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not.

Principle Income Recipient: That member of the Family who has the greatest amount of income. In the case of two (2) members of the Family with the same amount of income the Principle Income Recipient shall be the member of the Family who has the most responsibility, in the following order: Head of Household, Spouse, adult dependents, children in order of age.

Reasonable Accommodation: A change in Housing Authority policy, procedure or unit structure that allows a disabled individual with an opportunity to access, use and occupy the Public Housing premises in a manner equal to that of a non-disabled individual.

Recertification⁹: The re-examination of a household's income, expenses, and family composition to determine the family's continued eligibility for program participation and to calculate the family's share of rent. As described elsewhere in this ACOP, recertification is completed at least once every three (3) years for **Fixed Income-EASY Rent** households (see definition) and biennially (every 2 years) for **WIN Rent households** (see definition) or when necessary to meet obligations of layered funding resources such as the Low Income Housing Tax Credit (LIHTC) program.

Remaining Member of Tenant Family: A member of the Family listed on the Lease who continues to live in the dwelling unit after all of the Family Members have left.

If the person is named on the lease but did not sign it, it will be the sole determination of the Housing Authority whether to enter into a new lease with that person. Among other factors, the person's suitability for tenancy and his or her ability to uphold a lease will be considered.

In accordance with the [Authority's Occupancy Standard](#), the remaining member may be required to transfer to an appropriate sized dwelling unit or type of project.

Rent: For tenant selection and preference purposes, rent is defined as:

1. The actual amount due, calculated on a monthly basis, under a lease or occupancy agreement between a family and the family's current landlord; and
2. In the case of utilities purchased directly by tenants from utility providers:

⁹ Approved MTW – FY 2010 – Easy and Win Rent programs

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- a. The Energy Assistance Supplement (if any) determined for the Section 8 Certificate/Voucher Program; or
- b. If the family chooses, the average monthly payments that it actually made for its utilities for the most recent 12 month period, or if that information is not obtainable, for the entire period of an appropriate recent period (such period shall be no less than 6 consecutive months).

Seasonal Worker: An individual who is: (1) hired into a short-term position (e.g., for which the customary employment period for the position is 6 months or fewer); and (2) the employment begins about the same time each year (i.e. summer or winter). Typically, the individual is hired to address seasonal demands that arise for the employer or industry. Income earned as a seasonal worker is **not** considered nonrecurring income.

Single-Person: A person who lives alone or intends to live alone, and who does not qualify as an elderly, near-elderly or displaced person, a person with disabilities, or, (for continued occupancy) as the remaining member of a tenant family. For the purposes of determining initial program eligibility, a single pregnant woman **without** other children or an individual in the process of securing legal custody of a dependent **is not** considered a Single-Person.

Site-based Waiting List: One of the waiting lists used to fill vacant units. Applicants on this type of waiting list have indicated a desire or need to move to a specific public housing development.

Social Security Number: The number that is assigned to a person by the Social Security Administration of the Department of Health and Human Services, and that identifies the record of the person's earnings that are reported to the Administration.

Spouse: Spouse means the husband or wife of the Head of Household.

Standard Replacement Housing: For selection preference purposes, standard replacement housing is housing:

1. That is decent, safe, and sanitary;
2. That is adequate for the family size (according to the [Authority's occupancy standards](#)); and
3. That the family is occupying pursuant to a lease or occupancy agreement.

Such housing does not include transient facilities (such as motels, hotels or temporary shelters for victims of domestic violence or homeless families not the housing unit in

which the applicant and the applicant's spouse or other member of the household who engages in such violence lives).

Tenant: Any lessee or the remaining head of the household or any tenant family residing in housing accommodations covered by [Title 24 of the Code of Federal Regulations, part 966](#) (24 CFR Part 966).

Tenant Rent: The amount payable monthly by the Tenant as rent to the Housing Authority. This definition does not limit KCHA's ability to accept payment of rent or other charges due under the lease from a 3rd party agency or individual on behalf of the Tenant to expedite payment receipt and/or processing and ensure client stability. According to this policy, Tenant Rent is determined by the Rent program (Easy or WIN Rent) for which the family qualifies. (See [Section 9](#) for additional information.) .

Total Tenant Payment (TTP)⁷: For EASY Rent Households, the TTP is equal to the 30.7%² of the household's gross adjusted income. For WIN Rent Households, the TTP is equal to the Gross Rent Amount associated with the Income Band within which the household's Adjusted Gross Income falls. In general, the TTP less the established Energy Assistance Supplement is the monthly Tenant Rent payable by a household, subject to any Minimum Rent established by the Housing Authority. (See [Section 9](#) for additional information.)

Unearned income. Income, that is not categorized under the definition of **earned income** as detailed in this policy.

Utilities: Utilities means electricity, gas, other heating, refrigeration and cooking fuels. Cable and Telephone services are not included as a utility.

Utility Allowance: See: Energy Assistance Supplement (EAS).

Utility Reimbursement: See: Energy Assistance Reimbursement.

Very Low-Income Family: A Low-Income Family whose Annual income does not exceed the Very Low Income Limit, which is 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

Violent Criminal Activity: Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded separately or jointly, by federal, state or local governments.

Welfare Benefit Reduction:

1. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program, or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
2. “Welfare reduction” does not include a reduction or termination of welfare benefits by the welfare agency:
 - a. at the expiration of a lifetime or other time limit on the payment of welfare benefits;
 - b. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or because a family member has not complied with other welfare agency requirements.

WIN Rent¹⁰: The rent calculation method applied by KCHA to WIN Rent Households (see definition). Under WIN Rent program rules, rent is calculated based upon established Income Bands. (see [Exhibit D](#)) Minimum rent paid by eligible families is \$25 per month, in accordance with the policies outlined in this ACOP. Households under the WIN Rent program undergo a **full recertification** of income and program eligibility once every two (2) years. (See [Section 9](#) and [Section 10](#) for additional information.)

WIN Rent Household¹⁰: A household who does not qualify as an EASY Rent Household. Typically, WIN Rent Households include at least one adult family member (over age 18) who is currently working or considered “work-able.”

¹⁰ Approved MTW – FY 2010 – WIN Rent program

6: TENANT SELECTION AND ASSIGNMENT PLAN

The Authority has established two (2) separate categories from which eligible applicants will be selected for housing assistance: a Site-based waiting list and a separate Special Program Set-Aside program waiting list. Applicants will be placed on the waiting list of choice and sorted according to their assigned bedroom size, any claimed local preference (if applicable) and date and time of application. [See Section 6.D (below) regarding exceptions to these general selection standards for specific targeted housing programs established by the Housing Authority.]

When a unit becomes available for occupancy, the Authority will rotate Tenant Selection between the Site-based and Special Program Set-Aside waiting lists using a ratio of 1:1, to select an eligible household to fill the vacant unit.

While the Housing Authority will make a reasonable effort to fill vacant units according to the rotating schedule above, units will not be held vacant to accommodate the Tenant Selection System. In the event that no eligible applicant on a particular waiting list is available to accept a vacant unit, the Authority will move in the rotation to the next category in order to fill the unit with an eligible applicant.

A. ORDER OF SELECTION – LOCAL PREFERENCES

Unless special circumstances exist, as outlined in this section, applications will be selected from their respective waiting lists in order of priority and date and time of application. Families on the site-based waiting lists who have demonstrated an urgent housing need, as defined below, will qualify for a local preference and will be offered housing assistance ahead of those applicants with no qualifying preference.

The HA will use generally accepted data sources in establishing local preferences consistent with 24 CFR 960.206. Any change in the HA local preferences will be made in accordance with the provisions of the MTW agreement and the annual plan, as applicable.

Qualified categories of urgent housing need, as established by the authority include:

1. **Extremely Low-Income Household¹¹**. Applicants whose total household income is equal to or less than the higher of the Federal Poverty level or 30% of the Area Median Income for their household size.

¹¹ Implemented MTW – FY 2005

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- 2. Involuntarily Displaced Household.** An applicant is or will be considered involuntarily displaced if the applicant has vacated or will have to vacate the unit where the applicant lives because of one or more of the following:

- Displacement by disaster;

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- Displacement by government action;
 - Displacement by action of a housing owner;
 - Displacement by domestic violence (domestic violence is defined as actual or threatened physical violence directed against one or more members of the applicant family by a spouse or other member of the applicant's household);
 - Displacement to avoid reprisals;
 - Displacement by hate crimes (hate crimes are actual or threatened physical violence of intimidation that is directed against a person or his or her property and that is based on the person's race, color, religion, sex, national origin, handicap, or familial status);
 - Displacement by inaccessibility of unit;
 - Displacement because of HUD disposition of a multifamily project.
- 3. **Family living in Substandard Housing.** A family is living in substandard housing if they are living in housing that:
 - Is dilapidated;
 - Does not have operable indoor plumbing;
 - Does not have a usable flush toilet inside the unit for the exclusive use of the family;
 - Does not have electricity, or has inadequate or unsafe electrical service;
 - Does not have a safe or adequate source of heat;
 - Should, but does not, have a kitchen;
 - Has been declared unfit for habitation by an agency or unit of government
- 4. **Rent Burdened Household.** A Rent Burdened Household is a family who is currently, and for a minimum of (at least) the last 90 days, has been paying more than 50% of total family income for rent and utilities.
 - Individuals and families who choose to pay a rent in excess of the established FMR for their bedroom size will not qualify as rent burdened.
- 5. **Residents displaced due to KCHA Redevelopment.** Families who have been displaced from a development as a result of HOPE VI demolition or other KCHA

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sponsored redevelopment activities ONLY– this is intended to allow families who have indicated a desire to move back to the redeveloped site a priority to do so.

During initial re-occupancy of the site, qualified displaced residents may be selected from the waiting list and housed ahead of other applicants as follows:

- ❑ HOPE VI returnees displaced from Park Lake Homes I will be offered a unit based on their number established through a lottery system, rather than the date of application.
- ❑ Residents displaced as a result of other KCHA sponsored redevelopment activities may be offered a unit in accordance with the criteria outlined in the relocation plan established for the specific site.

All applicants will be allowed to initially qualify for a local preference by claiming it on the Housing Authority’s preference certification form. Prior to actually being offered housing, all applicants will be required to document that a claimed local preference still exists (see [Exhibit G](#) for specific verification requirements). KCHA will waive this requirement for households who are participants in the Rapid Rehousing program (RRP) or any similar short-term (*lasting 12 months or less*) subsidy program. Such applicants will be eligible to retain their initially claimed local preference during program participation.

Unless waived as noted above, applicants who are unable to document qualification of a local preference when asked to do so, will be considered to have “no preference”.

Applicants who do not qualify for a local preference as outlined above, may be considered otherwise eligible for housing assistance, but receive assistance only after applicants who document qualification for a local preference.

Notwithstanding the above, applicants who are elderly, disabled, or displaced will be offered housing before other single persons (see [6.C.5](#)).

B. EXECUTIVE DISCRETION WAIVER

Applicants receiving a written waiver of the waiting list by the housing authority’s executive director for urgent housing needs not meeting other preferences may receive housing assistance ahead of other applicants on the waiting list. Documentation of the reasons for such waiver will be included in the applicant’s file

C. SPECIAL PROGRAM SET-ASIDE

The Housing Authority will administer a separate waiting list of applicants referred under any of the following Special Program Set-Asides established by KCHA:

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- ❑ Sound Families transitional housing partnership between the King County Housing Authority and the Gates Foundation.
- ❑ Passage Point Conditional Housing program.

Applicants will be placed on the Special Programs Set-Aside waiting list according to bedroom size and date/time of graduation from the targeted housing program. Selection of families qualifying for housing assistance will be in rotation with the Housing Authority's Site-based Waiting lists as outlined in Section 6. In addition, the following rules will apply in determining eligibility and tenant selection under this category:

- ❑ Applicants who have applied to the Housing Authority through Special Program Set-Aside may not simultaneously have an active application on the Authority's Site-based Waiting lists.
- ❑ Applicants qualifying for housing assistance under this set-aside program must complete requirements for graduation, as designated by the applicable KCHA Agency Partner, prior to being offered a public housing unit.

D. TARGETED, MIXED FINANCE AND REDEVELOPED PUBLIC HOUSING DEVELOPMENTS

Where the Housing Authority has combined the use of Public Housing or other federal housing subsidy funds with other government funding (direct or through provision of support services) or redevelops a site using the Low Income Housing Tax Credit (LIHTC) program, selection of applicants from the waiting list will be made in compliance with the partnership and/or cooperation agreements entered into by the Housing Authority for the operation of the development. Specific properties affected by such an agreement and their stipulations include, but are not limited to:

- ❑ **Bellevue 8 Single Family Homes:** Combines the use of Project-based Voucher funding with funding from King County's Housing Opportunity Fund (HOF) program. Priority for this development is given to families who qualify as Homeless, as outlined under the Bellevue Homeless Families Scattered Site program requirements ([See Exhibit X](#)).
- ❑ **Greenbridge:** Combines the use of Public Housing, Project-Based Vouchers and funding through the LIHTC program to create a mixed-income neighborhood of new low-income and workforce housing together with affordable and market rate for-sale homes. Priority for individual developments within the Greenbridge community will be provided as outlined in the partnership agreements and LIHTC program requirements.

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- ❑ **Birch Creek:** Replaces Public Housing subsidy with Project-Based Section 8 subsidy and combines the use of LIHTC program funding to support redevelopment of the former Springwood Apartments.
- ❑ **Pacific Court:** Acquired with financial assistance provided through King County, the development combines the use of Public Housing Operating Subsidy with on-site intensive support services funded through the County's Department of Community and Human Services and the Mental Health and Chemical Abuse and Dependency Services Division (DCHS/MHCADSD) to establish a Permanent Supportive Public Housing program for individuals who are formerly homeless or are at-risk of homelessness. The development is operated in conjunction with the Memorandum of Agreement between DCHS/MHCADSD, Sound Behavioral Health (Sound) and the Housing Authority. Occupancy of the site is limited to applicants who are screened, determined eligible and referred for occupancy by Sound as a suitable unit assignment becomes available, in accordance with the Memorandum of Agreement between participating agencies.
- ❑ **Brookside:** Combines the use of federal housing subsidy with on-site support services provided by Sound Behavioral Health (Sound). The development is operated in conjunction with the Services Agreement between Sound and the Housing Authority. Occupancy of available units is prioritized for applicants who are who are screened, determined eligible and referred for occupancy by Sound, in accordance with the agreement between Sound and KCHA.

In addition, applicants who qualify for specific set-asides, such as Disabled households and those meeting the definition of large households (as defined in development and program partnership/cooperation agreements) will be given priority for available units to the extent necessary to meet the set-aside requirements.

E. BUILDINGS DESIGNED FOR THE ELDERLY AND DISABLED (“MIXED POPULATION BUILDINGS”)

KCHA's HUD-approved Designation Plan (Exhibit F of this ACOP), establishes a preferences, establishes a preference for designated “mixed population buildings”. As detailed, occupancy within each building will be reserved for elderly and near-elderly disabled households and 22% for disabled applicants. If there are no elderly or disabled applicants on the waiting list, preference will then be given to “near-elderly” applicants as defined in [Section 1](#). If there are no “near-elderly” families on the waiting list, units will be offered to applicants who qualify for the appropriate bedroom size.

F. ACCESSIBLE UNITS

Accessible units will be first offered to current tenants who have documented a need to transfer into an accessible unit. If there are no current tenants with this need, units will be offered within the local preferences to applicants who may benefit from the accessible features. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants must, however, sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring a unit with an accessible feature applies. Any family required to transfer will be provided at least 30 days advance notice before being required to move. Failure to move after receipt of proper notification will be considered a violation of the Dwelling Lease.

G. NON-SMOKING AND SMOKE FREE BUILDINGS

The Housing Authority may designate certain buildings as Non-Smoking or Smoke Free. Residents, other household members, visitors and guests are not allowed to smoke within the common areas and hallways of these buildings, inside dwelling units, or, within any designated buffer zones surrounding the building exterior of sites designated as Non-smoking or Smoke Free. Resident failure to adhere to non-smoking and smoke free restrictions established by the Housing Authority, or to ensure their household members, visitors and guests abide by the policy will be considered a violation of the Dwelling Lease and could be cause for termination of tenancy.

H. INCOME TARGETING REQUIREMENTS

Federal Law requires that at least 40% of newly admitted families in any fiscal year be families who qualify as Extremely Low-Income households (see definitions Section 1 and [Exhibit E](#)). To insure this requirement is met, the Housing Authority will quarterly monitor the incomes of newly admitted families and the incomes of

the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, the Housing Authority will skip higher income families on the waiting list to reach extremely low-income families.

If there are not enough extremely low-income families on the waiting list, the Housing Authority will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

I. INCOME MIXING/DECONCENTRATION OF POVERTY IN FAMILY DEVELOPMENTS

Federal law requires the Housing Authority to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income family developments and lower income families into higher income family developments. Toward this end, the Housing Authority will “skip” families on the waiting list to reach other families with a lower or higher income. The Housing Authority will accomplish this in a uniform and non-discriminating manner.

The Housing Authority will affirmatively market its housing to all eligible income groups. Lower income applicants will not be steered toward lower income developments and higher income applicants will not be steered toward high-income developments.

Where necessary in order to comply with deconcentration regulations, the Housing Authority may offer incentives to encourage applicant families whose income classification would help to meet the deconcentration goals of a particular development. Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.

Prior to the beginning of each fiscal year, the Housing Authority will analyze the income levels of families residing in its family developments in order to determine whether special marketing strategies or deconcentration incentives need to be implemented.

J. DENIAL OF LOCAL PREFERENCE

An applicant will be denied qualification for a local preference if the applicant is unable to adequately document their qualification for the claimed preference at the time of being offered housing assistance. If such verification cannot be provided, the applicant will be returned to the waiting list based on their original date/time of their application as an applicant who holds no qualified preference.

An applicant denied a preference will receive a prompt written notice giving a brief statement of the reasons for the denial and be given an opportunity to meet with

the Area Housing Manager of the appropriate office to review the denial. This review will be limited only to the issue of whether the applicant meets the criteria for receiving a preference.

K. OFFER AND REJECTION OF UNIT

When the Housing Authority determines that a suitable unit has become available, the Housing Authority will offer the unit to the applicant at the top of the Site-based, or Special Program Set-Aside waiting list according to the rotation schedule and selection criteria outlined in [Section 6](#) above. The Housing Authority may contact an applicant by phone, mail, email or other electronic means to inform them of an available unit – including the location and anticipated day of availability. An applicant who does not respond to a unit offer will be removed from all waiting lists to which they have applied in accordance with Section 2.H of this policy.

In order to keep the waiting list active, the following policies will apply with respect to an applicant's acceptance or refusal of a unit offer:

- (1) Upon acceptance of a unit offer, an applicant will be removed from all site-based waiting lists to which they had also applied.
- (2) If in making the offer to the family, the Housing Authority skipped over other families on the waiting list in order to meet its deconcentration goal or offered the applicant any other deconcentration incentive and the applicant **rejects** the unit, the applicant will not lose their place on the waiting list and will not be otherwise penalized.
- (3) If the Housing Authority did not skip over other families on the waiting list to reach this applicant, did not offer any other deconcentration incentive and the applicant **rejects** an offered unit two (2) times without good cause, the applicant will be dropped (cancelled) from all waiting lists to which they have applied.
- (4) If the family, **rejects** the unit with documented good cause (as defined below), will not lose their place on the waiting list.

L. GOOD CAUSE

For purposes of determining whether an applicant's refusal of an offered apartment will affect the placement on the waiting list, **Good Cause** includes the following:

1. Reasons related to health, proximity to work, school and childcare (for those working or going to school); or,

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2. Documented situations where an applicant is temporarily unable to move at the time of the offer (such as major surgery requiring a period of time to recuperate, or serving on a jury.); or,
3. Refusal (turndown) of a zero-bedroom apartment (alcove unit) by a household that includes more than a single (one) individual.
4. Refusal by an applicant who has turned down an offered unit in order to continue participating in the transitional housing program from which they have not yet graduated.
5. Refusal by a mixed family who has turned down an offered unit and who is one of the initially qualified residents involved in the Public Housing to Project-based Section 8 subsidy conversion process for 509 of KCHA's Public Housing units.

Where it is determined that an applicant's basis for refusal of an offered apartment does not meet established **Good Cause** criteria, the applicant will be offered the right to an informal review of the decision to cancel their application for housing assistance.

M. RECORD KEEPING OF UNIT OFFER

The Housing Authority shall maintain records concerning the offer of dwelling units which shows the location and size of each unit offered; the name, family size, race/ethnicity and preference ranking of the applicant to whom the offer is made; the date of acceptance or rejection of the offer; and the reason(s) for the rejection of the offer and the action taken by the Authority with respect to the rejection.

N. COMPLIANCE AND MONITORING

The Housing Authority is committed to a policy that ensures full compliance with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

In the administration of its waiting lists, the Housing Authority shall provide:

1. Full disclosure to applicants regarding the Site-based waiting list system and selection of the development in which to reside, including basic information about the available sites and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different types at each site.
2. For review and monitoring waiting lists, including the site-based waiting lists policy to determine if it is consistent with civil rights laws and certifications in a

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manner consistent with, but in lieu of the specific requirements of [24 CFR Part 903](#).

11: CONTINUED OCCUPANCY ISSUES

COMMUNITY SERVICE REQUIREMENT

Effective October 1, 2003, in order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service

- A. within the community in which the public housing development is located, or (2) participate in an economic self-sufficiency program for a minimum eight hours per month. (See definitions in [Section 1](#)) The hours may be provided flexibly (Including a combination of community service and economic self-sufficiency activities) so long as the hours total 96 hours per year. Implementation of the HA's Community service policy will begin with each Lease Anniversary date January 1, 2004 and thereafter.

1. Exemptions.

The following adult family members of tenant families are exempt from this requirement if satisfactory documentation is provided of exemption status:

- a. Family members who are age 17 or under or are age 62 or older;
 - Existing tenant file information will be accepted for age exemptions.
- b. Family members who are blind or disabled and who self-certify that, because of the disabling condition, she or he is unable to comply with the community service requirement;
 - Existing file information will be accepted as evidence of a disability and disabled individuals will be allowed to self-certify that they cannot perform community service or self-sufficiency activities.
- c. Family members who are the primary care giver for someone who is blind or disabled;
 - Existing file information will be accepted (such as HA prior approval to serve the role of an Attendant/Live-in Aide) for exemption as a primary care giver for a disabled or blind family member. If such information is not available, families will be given the opportunity to provide verification, which establishes that individual as a primary care giver.
- d. Family members who are exempt from work activity under [Part A, Title VI of the Social Security Act](#) or under any Washington State welfare program, including the state's TANF program;

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- ❑ For example, under TANF, exemptions and or deferrals from regular Work First participation requirements can be allowed for parents with a child three months old or younger or older persons (55 years old or older) caring for their relative's children.
 - ❑ The HA will request and accept verification from TANF for an exemption under this category.
 - e. Family members receiving assistance under a State program funded under [Part A, Title IV of the Social Security Act](#) or under any Washington State welfare program, including the TANF program and who are in compliance with that program.
 - The HA will request verification from TANF that a family is receiving TANF assistance without sanction for a non-compliance with a work activity requirement.
 - f. Family members engaged in a Work Activity (as defined in Section 2 below) for a total of at least 8 hours a week.
 - g. Family members who are receiving unemployment compensation from the Washington State Employment Security Department.
 - The HA will utilize existing file information which indicates receipt of income from the specified source to document exemption eligibility.
2. **Self-sufficiency Programs/ Community Service Volunteer Opportunities/ Work Activities**

Economic Self-sufficiency Program: A program that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment.)

Community Service Program: Includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community. Community service is not considered employment and may not include political activities. No community service or self-sufficiency activity can replace work ordinarily performed by HA employees.

Work Activities: Includes the following activities:

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1. Employment (subsidized or unsubsidized employment, in either the public or the private sector);
2. On-the-job training;
3. Job search and job readiness assistance;
4. Community service programs;
5. Vocational educational training (not to exceed 12 months);
6. The provision of childcare services to an individual who is participating in a community service program;
7. Job skills training directly related to employment;
8. Education directly related to employment, in the case of a resident who has not received a high school diploma or a GED
9. Satisfactory attendance at secondary school or in a course of study leading to a GED, in the case of a resident who has not completed secondary school or received a GED;
10. Work experience (including work associated with the refurbishing of publicly assisted housing) if insufficient private sector employment is not available.

3. Process for Implementing Community Service Requirement

At each lease anniversary date effective January 1, 2004 and thereafter, the Housing Authority will do the following:

- a. Provide written information to each family explaining the Community Service requirement and providing the family the opportunity to claim an exemption.
- b. Review all claimed exemptions, and supporting documentation, and approve or deny exemption requests.
- c. For those required to perform Community Service:
 - Provide the opportunity to identify any current activities they are already engaged in that may qualify as Community Service or economic self-sufficiency activities;
 - Provide additional written guidance on lists of acceptable activities along with ways to contact various groups for potential volunteer opportunities;

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- d. Provide a timesheet/ certification form to the family members, with instructions indicating how the form is to be completed and how it needs to be signed by a third party supervisor. This documentation will be used by the HA to verify their compliance with Community Service requirements.
- e. Where necessary, refer family members to a coordinator who will assist the family members in identifying appropriate volunteer positions and in meeting their responsibilities.
- f. At least thirty (30) days before the families next lease anniversary date, the Housing Authority will review the family's hours and verifications and make a determination as to whether the family is in compliance with the Community Service requirement. Time sheets/ certification forms verifying hours must be signed by third parties representing entities for which the community service has been provided. Self-certification will not be acceptable. At this time, the family will also be provided the opportunity to claim any change in their exemption status.

4. **Non-Compliance With Community Service Requirement**

a. **Notice of Non-compliance**

The Housing Authority will provide written notification of the following to a family found to be in non-compliance:

1. Identification of the family member(s) that has been determined to be in non-compliance;
2. The reason for the determination (such as insufficient hours, or participating in a ineligible activity);
3. That, unless the Tenant and the non-compliant family member(s) enter into an agreement to comply, or provide documentation that the non-compliant family member is no longer living in the unit, the lease will not be renewed at the end of the 12 month lease term;
4. That the determination is subject to the HA's grievance procedure.

b. **Opportunity For Cure**

The Housing Authority will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or participate in community service for as many hours as were required for compliance over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall,

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at the same time, comply with the current year's community service requirement. The first hours that the resident documents each month will be applied toward the current year's commitment. Additional hours documented by the resident each month will be applied toward the number of hours required for compliance during the previous 12-month period.

A coordinator will assist the family member in identifying volunteer opportunities and will track compliance on a quarterly basis.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service by more than three (3) hours after three (3) months, the Housing Authority shall take action to terminate the lease.

TERMINATION OF TENANCY/DWELLING LEASE MODIFICATIONS

B. 1. Modifications of Lease Terms

The Housing Authority may modify the Lease at any time during the lease term by following the Federal requirements of proper notice to tenants and resident organizations and consideration of any comments by them. The Housing Authority may terminate a tenancy if a tenant refuses to accept a revision to the Lease after being given at least 60 days' notice of its proposed effect and being allowed a reasonable time to respond to the offer.

2. Termination by Tenant

The tenant may terminate the lease at any time upon submitting a fifteen (15) day written notice. The tenant will be liable for rent up to the end of the fifteen days for which notice was required or to the date the unit was re-rented, whichever date came first.

3. Termination by the Housing Authority for Serious or Repeated Violations

The Housing Authority may terminate the lease at any time for serious or repeated violations of the Dwelling Lease (See [Exhibit J](#)). Termination of Tenant's occupancy due to lease violations will be carried out in accordance with provisions contained in the Dwelling Lease as well as the Housing Authority's Grievance Procedure (See [Exhibit I](#)). Such violations include, but are not limited to the following:

- a. Engaging in or threatening abusive or violent behavior towards any Housing Authority staff, contractors, or residents, including any harassment in violation of the Fair Housing Act or any other civil or criminal code (See [Section 11.C](#));
- b. Nonpayment of rent or other charges;

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- c. A history of late rental payments (chronic rent delinquency which is defined as four times or more in a twelve-month period);
- d. Failure to sign and submit consent forms for obtaining information as required by program regulations;
- e. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent, including failure to receive advanced housing Authority approval before adding any other person as a member of the household;
- f. Failure to properly report to the Housing Authority a letter or notice received from HUD (or to respond to Housing Authority contact) as part of HUD's Computer Income Matching program within the time limits specified by the notice/letter and/or subsequent failure to provide verification necessary to explain any income discrepancy;
- g. Failure to allow inspection and/or repairs of the dwelling unit (after receiving reasonable notice);
- h. Failure to maintain the unit in a safe and sanitary manner;
- i. Assignment or subletting of the premises or being absent from the unit in violation of the Housing Authority's policy (See [Section 11.G](#));
- j. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses which are incidental to the primary use of the unit for residence by members of the family), or failure to ensure that the unit is the family's only residence;
- k. Engaging in a pattern of disturbance of neighbors;
- l. Abuse of alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- m. Engaging in a pattern of destruction of property, or living or housekeeping habits resulting in damage to the unit or premises
- n. Engaging in acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- o. Any criminal activity by any household member, guest, or other person under tenant's control, including criminal activity that threatens the health, safety, or right to personal enjoyment of the public housing premises by other residents or employees, or any drug-related criminal activity on or off the premises. This

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- includes, but is not limited to the manufacture of methamphetamine on the premises of the Housing Authority;
- p. Commitment of fraud, bribery or any other corruption in connection with the housing program, including the intentional misrepresentation of information related to housing benefits;
 - q. Non-compliance with the Non-Citizen Rule requirements;
 - r. Permitting persons not on the lease to reside in the unit more than fourteen (14) days in a three-month period each without the prior written approval of the Housing Authority;
 - s. Failure to be in compliance with the Community Service Requirement or an approved Agreement to Cure;
 - t. Failure to move after being required to move by the Housing Authority (due to such reasons as the unit being overcrowded or the family being under-housed, or for unit capital repair reasons); and for,
 - u. Failure to abide by non-smoking or smoke-free policies established at designated buildings.
 - v. Other good cause.

The Housing Authority will take immediate action to evict and/or terminate rental assistance for any household member who is subject to a lifetime registration requirement under a sex offender registration program. A household that contains one or more members subject to this requirement may choose to remove the member from the household. If the family is unwilling to do so, the Housing Authority will take immediate action to evict and/or terminate rental assistance for the household.

4. Eligibility for Lease Renewal upon Lease Anniversary

Upon the date of the Lease Anniversary there are to be eligible for renewal for the same lease term only those tenants:

- a. Who qualify as a Family (See [Section 1](#)). A Person with Disabilities who no longer is able to provide documentation of their disability will be eligible to remain in housing; however, the family will no longer be considered a Disabled Family for purposes of calculating total income determining rent.

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- b. Whose family members qualify as Citizens, nationals, or as Noncitizens who have eligible immigration status.
 - ❑ Families in which one or more members are determined ineligible may have the option of receiving prorated or continued housing assistance, or be eligible to defer their termination (See [Exhibit K](#)).
- c. Who conform to the Housing Authority's occupancy standards set forth in [Section 3](#).
- d. Who are in compliance with the Community Service Requirement or an approved Agreement to Cure

TENANT ON TENANT HARASSMENT POLICY

c. 1. General Policy.

It is the policy of the HA that harassment or intimidation of a tenant, staff person or guest because of that person's race, color, national or ethnic origin, religion, sex, disability, familial status, marital status, parental status, or sexual orientation violates fair housing laws and the Dwelling Lease and will not be tolerated. Discriminatory harassment or intimidation, including abusive, foul or threatening language or behavior, is specifically prohibited.

The HA expects all staff to model appropriate non-discriminatory behavior and strive to cultivate and maintain a living environment that is free from discriminatory harassment or intimidation. Staff who witness or learn of possible discriminatory harassment or intimidation or receive a complaint from a tenant must take it seriously and respond promptly according to the procedures outlined in this policy.

2. Procedures

HA staff that observes any situations that could be an emergency, such as a threat of bodily harm, must call 911 immediately.

When a tenant complains of discriminatory harassment, HA staff will inform the tenant that the HA takes the complaint seriously and will be looking into the matter.

A prompt investigation must be conducted to determine whether a violation of this policy has occurred based on all facts and circumstances, the nature of the allegation, and the context in which the alleged incidents occurred.

- a. When discussing the allegations with the alleged harasser, the tenant must be informed that harassment is not tolerated and that the HA will be investigating the allegation.
- b. All information gathered must be documented.

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If HA staff is unable to verify a violation of the policy following the investigation:

- a. The complaint will be documented and results of the investigation placed in both the complaining parties and alleged harasser's files.
- b. Each individual alleged to have engaged in discriminatory harassment must be reminded about the HA's serious commitment to a housing environment free of harassment and that retaliation against the complaining party will not be tolerated.
- c. Both parties must be informed in writing of the outcome of the investigation.

If the investigation supports a violation of this policy:

- a. The complaint and results of the investigation are to be documented in both the complaining parties and alleged harasser's files.
- b. HA staff shall treat the incident as a serious lease violation and proceed with progressive disciplinary action up to and including eviction if necessary for ongoing or serious violations:
 - ❑ For example, if the allegation involves an isolated incident of a single derogatory statement, it may be appropriate to issue a 10-day warning notice to comply with a stern written warning that additional incidents could result in termination of tenancy. On the other hand, if the allegation involves a single incident of highly offensive language with threats, it may be appropriate to proceed with an eviction action. In the latter case, if threats are made to the physical safety of any person, HA staff should consult promptly with the Director of Housing Management.
- c. The complaining party shall be informed of the results of the investigation and the actions taken.
- d. All parties must be reminded that retaliation against the complaining party or others involved in the investigation will not be tolerated and will be dealt with in the same manner as the original allegation of discriminatory harassment under this policy.

3. Retaliation

Retaliation by a tenant or HA staff against any tenant complaining of harassment will not be tolerated.

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The Area Manager must monitor the situation for retaliation against any person involved in the filing or investigation of a complaint of discriminatory harassment or intimidation.

RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING TENANT INCOME DISCREPANCIES

- D. 1. If a public housing resident receives a letter or notice from HUD (under HUD's Computer Income Matching program) concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within the time limits specified in the correspondence.
2. If the public housing tenant fails to come forward, as requested by HUD, the Housing Authority will follow HUD guidelines established to ensure timely resolution of the reported income discrepancy.
3. The Area Management Office shall reconcile any difference between the amount of family income reported by the resident and the amount of income listed in the HUD communication. This shall be done as promptly as possible.
4. After the reconciliation is complete, the Housing Authority shall adjust the resident's rent beginning at the start of the next month unless the reconciliation is completed during the final five (5) days of the month and then the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, the King County Housing Authority shall do one of the following:
 - a. Immediately collect the back rent due to the agency;
 - b. Establish a repayment plan for the resident to pay the sum due to the agency;
 - c. Terminate the Lease and evict for failure to report income; or
 - d. Terminate the Lease, evict for failure to report income, and collect the back rent due to the agency.
5. If the resident fails to respond to HUD's or the Housing Authority requests for notification/clarification of the amount of family income the family shall be determined to be in non-compliance with their dwelling lease.

INSPECTIONS

1. Types of Inspection

a. Move-In Inspection

E.

An authorized representative of the Housing Authority and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, including all equipment provided, and the statement will be signed by both parties with a copy retained in the Housing Authority file and a copy given to the family member. An authorized Housing Authority representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under State law. The resident's security deposit can be used to offset against any Housing Authority damages to the unit.

b. Annual Inspections

The Housing Authority will inspect each public housing unit annually to ensure that each unit meets the Housing Authority's housing standards. Work orders will be submitted and completed to correct any deficiencies.

In addition, this inspection will be used to ensure that the Tenant is maintaining the unit in a safe and sanitary manner. Special Inspections may be scheduled if the inspection results in a determination that closer monitoring of the Tenant's housekeeping standards and upkeep of the unit is needed.

c. Preventative Maintenance Inspections

This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

d. Emergency Inspections

If any employee and/or agent of the Housing Authority have reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

e. Pre-Move-Out Inspections

When a tenant gives notice that they intend to move, the Housing Authority will offer to schedule a pre-move-out inspection with the family. The inspection allows the Housing Authority to help the family identify any problems which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs to the family and in enabling the Housing Authority to ready units more quickly for the future occupants.

f. Move-Out Inspections

After the tenant has vacated and returned keys to the unit, the Housing Authority will conduct an inspection to assess the condition of the unit and to determine responsibility for any needed repairs. The Tenant shall be encouraged, whenever possible, to be present for the move-out inspection by arranging the date and time for the inspection with their Area Office. The move-out inspection becomes the basis for any claims for damage and repair that may be assessed against the security deposit.

g. Special Inspections

Special Inspections of a rental unit may be scheduled to (1) enable HUD, or HUD's agent, to inspect the housing stock maintained by the Housing Authority in accordance with federal requirements; (2) enable an assessment of any charges that should be assessed against a Tenant's Pet Deposit when the Housing Authority has been notified that the pet no longer resides in the unit and a refund of the deposit has been requested; (3) other reasons deemed necessary by the Housing Authority in order ensure proper upkeep and maintenance of the dwelling unit or to project future repair/improvement needs.

2. Notice of Inspection

For inspections defined as annual inspections, preventative maintenance inspections, and special inspections, the Housing Authority will give the tenant at least two (2) days written notice and/or such notice as required by any annual HUD REAC inspection. When the date and time of the inspection is within the control of the Housing Authority, the Tenant may contact the Area Office and ask that the inspection be scheduled for a time that is mutually agreeable, in order to allow the Tenant or Tenant Representative to be present during the inspection. When the date and time of the inspection is controlled by HUD or the designated HUD agent, the Housing Authority will be unable to accommodate the Tenant's need to reschedule.

TRANSFERS

Transfers may be requested and will be reviewed and processed according to [Exhibit P](#).

ABANDONMENT

F.

If personal property left by the Tenant is stored, the Housing Authority will mail a written notice to the Tenant at the address last known or provided to the Housing

G.

Authority notifying the Tenant that specified articles are being stored at a specific location and that said articles are deemed abandoned and will be disposed of without sale and without further notice forty-five (45) days after the date of the notice unless claimed and removed by the Tenant.

ABSENCE FROM DWELLING OR UNIT

H.

It will be the policy of the Housing Authority that, in order to remain living in a public housing unit, a family is expected to reside continuously in the dwelling unit and may be absent only for brief periods. Absence means that no member of the family is residing in the unit. This policy will be enforced utilizing the following requirements:

1. The family must notify the Housing Authority of any absence from the dwelling unit including providing any information requested concerning the purpose of the family absences.
2. The Housing Authority may verify family occupancy in the unit, or absence from the unit, by such techniques as visits, calls or letters to landlords, neighbors, etc.
3. The following specific policies apply:
 - a. Absence from the dwelling unit due to incarceration after being convicted of a crime will result in the immediate termination of housing assistance.
 - b. Absence from the dwelling unit due to hospitalization or rehabilitation will be limited to a maximum period of (90) days in any twelve-month period (extensions due to unforeseeable circumstances regarding hospitalization or rehabilitation may be granted up to 30 additional days);
 - c. Absence from the dwelling unit due to vacations will be limited to a thirty day period in any twelve (12) month period;
 - d. Absence from the dwelling unit due to temporary relocation due to employment will be limited to 180 days.
4. If a family is absent for longer than the maximum period permitted above, the family will be served with a Notice to Terminate Tenancy.

RETURN OF SECURITY DEPOSIT

After a family moves out, the Housing Authority will return the security deposit within twenty-one (21) days or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

I.

The Housing Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within twenty-one (21) days.

RETURN OF PET DEPOSIT

- J. Generally, Pet Deposits will be returned to the Tenant within 30 Days after verification that the Pet has been removed from the unit. Prior to the issuance of any refund of the pet deposit, the Housing Authority will inspect the unit to determine whether there are any damages to the unit caused by the pet. Any charges for damages caused by the Pet will be deducted from the Pet Deposit and the balance, if any, will be refunded to the Tenant within the time limit noted above. Any amounts for damages incurred above the amount of the Pet Deposit will be charged to the Tenant account and must be paid in accordance with the terms of the Dwelling Lease.

When a Tenant and Tenant household vacates their leased unit, the Pet Deposit will be refunded, following the assessment of any charges for damages caused by the pet, within twenty-one (21) days of the date the unit becomes vacant.

K.

LEAD-BASED PAINT PROCEDURES

1. Inspection Pre-1978 Units

Inspections of all sites are completed in accordance with requirements and schedules as detailed in the Property Management Procedures Manual. Visual inspection and assessment of chipping/peeling paint is completed during each regularly scheduled inspection of occupied units and for all new housing inspections. Housing Administrators will conduct visual assessments annually during annual review inspections and all new housing inspections. These inspections will be maintained in each resident file. In addition, visual inspection for identification of any chipping/peeling paint is a component of each regularly scheduled common area inspection. Inspections are completed in accordance with HUD's Visual Assessment training. Inspection forms include designated areas for listing deteriorating paint. Any identified lead-based paint hazards will be addressed

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according to regulations detailed in the Federal Register. Unit inspections are maintained in each tenant file and common area inspections are kept on file in the respective Area Management Office.

2. Children with Elevated Blood Level of Lead

Within 15 days after being notified by a Public Health Department or other medical health care provider that a child under six years of age living in a public housing development has been identified as having an environmental intervention blood lead level, the Housing Authority will complete a risk assessment of the unit and common areas servicing the unit. The risk assessment is complete when the Housing Authority receives the risk assessment report. The risk assessment will be done whether the child is or is not still living in the unit when the Housing Authority receives the notification of the environmental intervention blood level. If the Public Health Department has conducted an evaluation of the unit, the Housing Authority does not need to do a risk assessment.

After receiving information from someone who is not a medical provider that a child less than six years old living in public housing has an environmental intervention blood level, the Housing Authority shall immediately verify the information with the Public Health Department or other medical provider.

Within 30 days after receiving the risk assessment report, the Housing Authority will provide the name and address of a child identified as having an EBL to the Public Health Department within five working days of being notified. The Housing Authority will also report each known case of a child with environmental intervention blood level to the HUD field office.

If the risk assessment conducted pursuant to this section identifies lead-based paint hazards and previous evaluations of the building did not, the PHA shall conduct a risk assessment of the other units of the building.

L.

ELIGIBILITY OF OVER-INCOME HOUSEHOLDS

Per federal regulations (24 CFR 960.507), families participating in the public housing program must not have incomes that exceed the over-income limit (see Section 1: *Definitions*) for more than 24 consecutive months. Families found to have income that exceeds the over-income limit are provided a 24 month grace. At the end of the grace period, if income remains above the over-income limit, the family must be determined ineligible for public housing. Such families may remain in occupancy as a non-public housing over-income household by executing a new non-public housing over-income lease with KCHA and paying the alternative non-public housing rent.

If, at any time during the consecutive 24-month period following an initial over-income determination, KCHA determines the family's income is below the over-income limit, the family is entitled to a new 24 consecutive month period of being

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over-income and the notification and review process described in this section restarts in full.

(1) **Applicability:** This provision applies to all families in the **public housing program**, including FSS families and all families with an earned income disregard (EID) for rent calculation purposes.

a) Mixed families who are non-public housing over-income families pay the alternative non-public housing rent, as applicable (*see definitions, Section 1*).

(2) **Restrictions of non-public housing over-income families:** Non-public housing over-income families are:

a) Not eligible for participation in the public housing program;

b) Cannot participate in a public housing resident council.

c) Cannot participate in programs that are only for public housing or low-income families.

d) Cannot receive any Federal assistance, including a utility allowance.

(3) **Determination of over-income limit:** The over-income limit is determined by multiplying the applicable income limit for a very low-income family as defined in [§ 5.603\(b\) of this title](#), by a factor of 2.4.

(4) **Notifying over-income families:**

(a) **Initial Notification:** Upon completion of an income review (full recertification, update, or interim review) that reveals a family's income exceeds the over-income limit, KCHA **must** provide written notice to the family of the over-income determination no later than 30 days after the income examination. The initial notice must state that:

(i) the family's income exceeds the over-income limit and continuing to do so for a total of 24 consecutive months will result in KCHA following its continued occupancy policy for over-income families in accordance with this section.

(ii) if the family disagrees with KCHA's determination that the family exceeds the over-income limit, they may dispute this finding through KCHA's established grievance policy.

(5) **Action required following initial notification:**

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- (a) **Income Review 12 months after initial over-income determination:** Unless a prior review showed the family's income had fallen below the over-income limit, an income examination must be completed **12 months after the initial over-income determination**. If the review shows the family has exceeded the over-income limit for 12 consecutive months, KCHA must, within 30 days, provide a written **Second Notification** to the family. The second notice must:
- (i) Inform the family that they have exceeded the over-income limit for 12 consecutive months and continuing to exceed the over-income limit for a total of 24 consecutive months will result in the KCHA following its continued occupancy policy for over-income families in accordance with this section.
 - (ii) If applicable, the notice must include an estimate (based on current data) of the alternative non-public housing rent for the family's unit; and
 - (iii) Inform the family that if they disagree with KCHA's over-income determination, they may dispute this finding through KCHA's established grievance policy.
- (b) **Income Review 24 months after initial over-income determination:** Unless a prior review showed the family's income had fallen below the over-income limit, an income examination must be completed **24 months after the initial over-income determination**. If the review shows the family has exceeded the over-income limit for 24 consecutive months, KCHA must, within 30 days, provide a written **third and final notice** of this determination to the family. The must state:
- (i) Inform the family that they have exceeded the over-income limit for 24 consecutive months.
 - (ii) Inform the family that KCHA must charge the family the alternative non-public housing rent in accordance with its continued occupancy policy for over-income families as detailed in item 6 below.
 - (iii) Inform the family that if they disagree with KCHA's over-income determination, they may dispute this finding through KCHA's established grievance policy.
- (6) **End of the 24 consecutive month grace period.** A family has exceeded the over-income limit for 24 consecutive months, may remain in the unit as a non-public housing over-income (NPHOI) household. When this occurs KCHA must:

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- i. Require the family to execute a new non-public housing lease. The new lease must be executed **no later than** 60-days after the date of the **third and final** notice or at the next lease renewal, whichever is sooner.
 - ii. The non-public housing lease will be constructed in compliance with State and local law and meet the requirements of 24 CFR 960.509
- (7) **Status of families.** An over-income family will continue to be a public housing program participant until the family executes a new non-public housing lease in accordance with paragraph (6) of this section.
- (a) Following execution of the non-public housing lease, the family becomes classified as a non-public housing over-income (NPHOI) household. NPHOI families are NOT public housing program households and cannot participate in programs that are only for public housing or low-income families. KCHA cannot provide federal assistance, including any utility allowance, to a NPHOI household. See item L.2 of this section for additional restrictions.

13: EXHIBIT B - INCOME EXCLUSIONS

1. Income **from employment** of household members, other than family head, spouse or co-tenant, under the age of 21 years. Income from employment of family members under age 21 is excluded from the calculation of household income until the first review (Interim or Full Recertification) completed after the household member reaches age 21. This item **excludes ONLY employment income**, all other sources of income received by or on behalf of those under age 21 is included in the calculation of household income as detailed in this ACOP (See [Exhibit A](#) and [Exhibit B](#)).
2. Payments received for the care of foster children, or foster adults (usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone). These amounts include State or Tribal kinship or guardianship care payments.
3. Lump-sum additions to family assets, such as inheritances, insurance payments, (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal property losses (but See Paragraph B.5 of [Exhibit A](#)).
4. Amounts received by the family that are specifically for or in reimbursement of the cost of medical expenses for any family member.
5. Income of a Live-In Aide, foster child or foster adult as defined.
6. The full amount of student financial assistance paid directly to the student or to the educational institution. Loan proceeds are not considered income.
7. Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, "baby bond" accounts created, authorized, or funded by Federal, State, or local government.
8. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
9. Income from Assets when the total value of assets held by the Family is less than \$50,000²¹.
10. Amounts received from the following programs:
 - a. Amounts received under training programs funded by HUD, or other qualifying training program funded in whole or in part through Federal, State or local government sources. (See [Exhibit C](#) for additional information).

²¹ Approved MTW – FY 2004

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- b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self Sufficiency (PASS).
 - c. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program. Among the programs to which this applies are the Community Work Experience and Employment School Program. This provision would also apply to amount received to cover transportation costs of a Volunteer Firefighter.
 - d. A resident service stipend (not to exceed an average of \$ 781.50 per month) received by a resident for performing a service for the owner (HA) or participating in activities, on a part-time basis, that enhance the quality of life in the development and/or increase the economic self-sufficiency of the resident through education and training.²² As determined by the Housing Authority, services may include, but are not limited to, laundry room attendant, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination, and serving as a member of the Housing Authority Board of Commissioners. No resident may receive more than one such stipend during the same period of time. The maximum amount payable as a resident service stipend and excluded from income will be reviewed annually and adjusted to reflect any COLA increase approved for KCHA administrative staff beginning with the first full pay period of November 2024.
11. Non-recurring income, which is generally income that will not be repeated in the coming year based on information provided by the family. Nonrecurring income also includes income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes:
- a. Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment.
 - b. Direct Federal or State payments intended for economic stimulus or recovery.
 - c. Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.
 - d. Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received.
 - e. Amounts received from the Housing Authority, State or Local government or other entity or agency partner that are specifically intended to reimburse (in whole or in part) out-of-pocket utility expenses paid by the household.²³

²² Approved MTW – FY 2008 set at \$500, updated FY 2023 to increase amount and implement annual COLA.

²³ Proposed MTW – FY 2026 – May Board

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- f. Gifts for holidays, birthdays, or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries).
 - g. Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.
 - h. Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.
12. Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation.
 13. Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled.
 14. Civil rights settlements or judgments, including settlements or judgments for back pay.
 15. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
 16. Adoption assistance payments.
 17. Deferred periodic payments of supplemental security income (SSI) and Social Security benefits that are received in a lump sum payment or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.
 18. Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance.
 19. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
 20. Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit..
 21. Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car).
 22. Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from

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gross income under the Internal Revenue Code or other Federal law.

23. Replacement housing “gap” payments made in accordance with 49 CFR part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing “gap” payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing “gap” payments.
24. Income earned on amounts placed in a family's Family Self Sufficiency Account.
25. The following types of trust distributions:
 - a. For a trust held outside of the control of the family:
 - i. Distributions from the principle or corpus of the trust and
 - ii. Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.
 - b. For a trust held under the control of the family, any distributions from the trust. Any actual income earned by the trust shall be counted as income, per Exhibit C of this plan.
26. Amounts that HUD is required by Federal statute to exclude from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the [United States Housing Act of 1937](#). As described in [24 CFR 5.609\(b\)\(22\)](#) HUD will publish notice in the Federal Register to identify and update benefits that qualify for this exclusion when necessary. Items listed below are those most recently listed by HUD as of January 30, 2024.
 - a. The value of the allotment provided to an eligible household, regardless of the form of the allotment, under the [Food Stamp Act of 1977](#) (7 U.S.C. 2017 [b]). This exclusion also applies to assets.
 - b. Payments, including for supportive services and reimbursement of out-of-pocket expenses, for volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044[f], 42 U.S.C. 5058). are excluded from income except that the exclusion shall not apply in the case of such payments when the Chief Executive Officer of the Corporation for Nationals and Community Service appointed under 42 U.S.C. 12651c determines that the value of all such payments, adjusted to reflect the number of hours such volunteers are serving, is equivalent to or great than the minimum wage in effect under the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.) or the minimum wage, under the laws of the State where such volunteers are serving, whichever is the greatest (42 U.S.C. 5044 (f)(1)). This exclusion also applies to assets.
 - c. Payments received under the [Alaska Native Claims Settlement Act \(43 U.S.C. 1626 \(c\)\)](#). [This exclusion also applies to assets.](#)

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- d. Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C 5506). This exclusion also applies to assets.
- e. Payments or allowances made under [the Department of Health and Human Services' Low-Income Home Energy Assistance Program \(42 U.S.C. 8624 \(f\)\(1\)\)](#). This exclusion also applies to assets.
- f. Income derived from the disposition of funds of the [Grand River Band of Ottawa Indians \(Pub. L.94-540, section 6\)](#). This exclusion also applies to assets.
- g. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court the interests if individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C 1407 - 1408). This exclusion also applies to assets.
- h. Amounts of student financial assistance funded under Title IV of the Higher Education Act of 1965 (20 U.S.C. 1070), including awards under the Federal work study programs or under [the Bureau of Indian Affairs student assistance programs \(20 U.S.C. 1087uu\)](#).
- i. Payments received from programs funded under [Title V of the Older Americans Act of 1985 \(42 U.S.C. 3056g\)](#).
- j. Payments received on or after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the **In Re Agent** product liability litigation, M.D.L. No. 381 (E.D.N.Y.). This exclusion also applies to assets.
- k. Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 94 Stat 1785). This exclusion also applies to assets.
- l. The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the [Child Care and Development Block Grant Act of 1990 \(42 U.S.C. 9858g\)](#).
- m. Any earned income tax credit (ETIC) received on or after January 1, 1991 ([26 U.S.C. 32 \(J\)](#)). This exclusion also applies to assets.
- n. The amount of any refund (or advance payment with respect to a refundable credit) issued under the Internal Revenue Code is excluded from income and assets for a period of 12 months from receipt (26 U.S.C. 6409).
- o. Payments by the Indian Claims Commission to the Confederate Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation ([Pub. L. 95-433 section 2](#)). This exclusion also applies to assets.

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- p. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 ([42 U.S.C. 12637\(d\)](#)).
- q. Any allowance paid to children of Vietnam veterans born with spina bifida (38 U.S.C. 1802-05), children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1811-16), and children of certain Korean and Thailand service veterans born with spina bifida (38 U.S.C. 1821-22) is excluded from income and assets (38 U.S.C. 1833(c)).
- r. Any amount of crime victim compensation that provides medical or other assistance (or payment or reimbursement of the cost of such assistance) under the Victims of Crime Act of 1984 received through a crime victim assistance program, unless the total amount of assistance that the applicant receives from all such programs is sufficient to fully compensate the applicant for losses suffered as a result of the crime (34 U.S.C. 20102 (c)). This exclusion also applies to assets.
- s. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 reauthorized as the Workforce Innovation and Opportunity Act of 2014 ([29 U.S.C. 3241 \(a\)\(2\)](#))
- t. Any amount received under the Richard B. Russell School Lunch Act and the Child Nutrition Act of 1966 (42 USC 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC). This exclusion also applies to assets.
- u. Payments, funds or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990. Pub. L. 101-503 section 8(b)). This exclusion also applies to assets.
- v. Payments from any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts ([42 U.S.C. 1437a\(b\)\(4\)](#))
- w. Any amounts (i) not received by the family, (ii) that would be eligible for exclusion under 42 U.S.C. §1382b(a)(7), and (iii) received for service-connected disability under 38 U.S.C. chapter 11 or dependency and indemnity compensation under 38 U.S.C. chapter 13 as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 to the definition of income applicable to programs under the Native American Housing Assistance and Self Determination Act (NAHASDA).
- x. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled *Elouise Coball et al. v. Ken Salazar et al.*, 816 F.Supp.2d 10 (Oct. 5, 2011 D.D.C), for a period of one year from the time of receipt of that payment as provided in the Claims Resolution act of 2010 (Pub. L. 111-291 section 101(f)(2)). This exclusion also applies to assets..

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- y. Any amounts in an “individual development account” are excluded from assets and any assistance, benefit or amounts earned by or provided to the individual development account are excluded from income as provided by the Assets for Independence Act, (42 U.S.C. 604(h)(4)).
- z. Per capita payments made from the proceeds of Indian Tribal Trust Settlements listed in IRS Notice 2013-1 and 2013-55 must be excluded from annual income unless the per capita payments exceed the amounts of the original Tribal Trust Settlement proceeds and are made from a Tribe’s private bank account in which the Tribe has deposited the settlement proceeds. Such amounts received in excess of the Tribal Trust Settlement are included in the gross income of the members of the Tribe receiving the per capita payments as described in IRS Notice 2013-1. The first \$2,000 of per capita payments are also excluded from assets unless the per capita payments exceed the amount of the original Tribal Trust Settlement proceeds and are made from a Tribe’s private bank account in which the Tribe has deposited the settlement proceeds (25 U.S.C. 117b(a), 25 U.S.C. 1407).
- aa. Federal assistance for a major disaster or emergency received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)). This exclusion also applies to assets.
- bb. Any amount in an Achieving Better Life Experience (ABLE) account, distributions from and certain contributions to an ABLE account established under the ABLE Act of 2014 (Pub. L. 113-295), as described in Notice PIH 2019-09 or subsequent or superseding notice is excluded from income and assets.
- cc. Assistance received by a household under the Emergency Rental Assistance Program pursuant to the Consolidated Appropriations Act, 2021 (Pub. L. 116-260, section 501 (j)) and the American Rescue Plan Act of 2021 (Pub. L. 117-2 section 3201). This exclusion also applies to assets.

22: EXHIBIT K - CALCULATION OF ASSISTANCE FOLLOWING IMMIGRATION VERIFICATION ERROR! BOOKMARK NOT DEFINED.

- I. Families with all eligible family members (i.e., U.S. citizens, eligible noncitizens) will have their assistance calculated as detailed in Sections 9 and 10 of this ACOP.
- II. Families with no eligible family members have the following options:
 - A. Applicants
 1. **Must** be denied assistance in accordance with Section 5.
 - B. Participants housed on or before June 19, 1995
 1. **Must** be terminated, but may be eligible for a temporary deferral.
 - C. Participants housed after June 19, 1995
 1. **Must** have their assistance terminated in accordance with Section 5.
- III. Families whose members include those with citizenship or eligible immigration status and those without (mixed families) have the following options:
 - A. Applicants
 1. The family may choose to remove themselves from the waiting list or prorate their assistance at the time of housing.
 - B. Participants housed on or before June 19, 1995
 1. The family may choose to:
 - a. Remove themselves from the program immediately; or
 - b. Prorate their assistance; or
 - c. Continue their assistance (if eligible); or
 - d. Defer their termination temporarily.
 - C. Participants housed after June 19, 1995
 1. The family may choose to:
 - a. Remove themselves from the program immediately; or

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b. Prorate their assistance.

IV. The options described above are defined as follows:

A. **Prorated Assistance** is available to families whose members include those with citizenship or eligible immigration status and those without (i.e. Mixed Families). In such instances, the tenant rent is prorated as follows:

1. **Step 1:** Determine the Total Tenant Payment (TTP) in accordance with Section 8 and Section 9 and related requirements of this ACOP using annual income from all family members including those that have not established eligible immigration status.
2. **Step 2:** Subtract the family’s TTP from the **Maximum Rent** applicable to the family’s unit size. from the table below. The result is the “Family Maximum Subsidy” amount.

Bedroom Size	0	1	2	3	4	5
Maximum Rent	\$1,660	\$1,717	\$2,001	\$2,618	\$3,078	\$3,540
Exception: Casa Madrona (Thurston County)		\$1,346	\$1,568			

Note: Public Housing Maximum Rents are set annually and are based upon 80 percent (80%) of the HUD established Fair Market Rent covering KCHA’s jurisdiction.

3. **Step 3:** Divide the Family Maximum subsidy (found in Step 2) by the total number of family members (including those determined ineligible). The result is the “Member Maximum Subsidy”.
4. **Step 4:** Multiply the Member Maximum Subsidy (found in Step 3) by the number of members in the family that have been determined to be eligible for housing assistance. The result is the total amount of subsidy for which the family is eligible.
5. **Step 5:** Subtract the amount of eligible subsidy (as determined in Step 4) from the Public Housing Maximum Rent applicable to the family’s unit size. **The result is the family’s new Total Tenant Payment.** Subtract from this TTP any associated Energy Assistance Supplement (EAS) to get the Monthly Tenant Rent due.

Exception: Method of prorating assistance when the mixed family's total tenant payment (TTP) is greater than the public housing flat rent. When the mixed family’s TTP is greater than the flat rent, use the calculated TTP as the

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new Total Tenant Payment. Subtract from this TTP any established Energy Assistance Supplement (EAS) to get the Monthly Tenant Rent due.

- B. For Continued Assistance families rent is calculated following KCHA's standard rent policies. To be eligible the family must:
1. Have been receiving housing assistance on or before June 19, 1995; **and**
 2. Have a head of household or spouse who has eligible immigration status; **and**
 3. Not have any person (who does not have eligible immigration status) other than the head of household, any spouse of the head of household, any parents of the head of household, any parents of the spouse, or any children of the head of household or spouse.
 4. Have been receiving continued assistance prior to November 29, 1996.
- C. **Temporary deferral of termination** permits the family additional time for the orderly transition of those family members with ineligible status, or any other family members involved, to find other affordable housing.
1. Other affordable housing refers to housing that is not substandard, that is of appropriate size for the family and can be rented for an amount not exceeding the amount that the family pays for rent, including utilities, plus 25 percent.
 2. Families choosing this option shall be granted an initial period of deferral not to exceed six months. The initial period may be renewed for additional periods of six months, but the total deferral period shall not exceed a period of 18 months. For families qualifying as a refugee under Section 207 of the Immigration and Nationality Act, individuals seeking asylum under Section 208 of that Act, or families granted a termination deferral prior to November 29, 1996, the deferral period may not exceed 36 months.
 3. The Housing Authority **must** offer the family information concerning, and referrals to assist in finding, other affordable housing.
 4. Before the end of each deferral period, the Housing Authority **must**:
 - a. Make a determination on the availability of affordable housing of appropriate size for the family; **and**
 - b. Notify the family in writing at least 60 days in advance of the expiration of the deferral period, that termination will be deferred again due to lack of affordable housing; **or**

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To: Board of Commissioners

From: Dan Landes, Vice President of Development

Date: May 18, 2026

Re: **Resolution No. 5827:** A RESOLUTION authorizing the Authority to issue bonds for the Trailhead Apartments mixed-use rental housing project.

Resolution No. 5828: A RESOLUTION authorizing the financing and development of the Trailhead Apartments mixed-use rental housing project.

Executive Summary

The Authority is preparing to start the construction of the Trailhead Apartments, and there are two important Board of Commissioner resolutions that authorize the Authority to move forward with the development. Resolution No. 5827 authorizes the Authority to issue both taxable and tax-exempt bonds that will help finance the development of the Trailhead Apartments. It authorizes the President/Chief Executive Officer to execute all agreements to issue, sell and close on the bonds. Resolution No. 5828 authorizes the President/Chief Executive Officer or the Executive Vice President of Development and Asset Management / Chief Development Officer to execute all documents necessary to acquire, finance, construct and operate the Trailhead Apartments.

Bond Financing

The development of the Trailhead Apartments will utilize tax-exempt bonds for both interim financing to be repaid with Low-Income Housing Tax Credit equity and for permanent financing to be repaid over time out of the projects net operating income. In addition, taxable bonds will be used to finance the construction cost of the City of Issaquah Opportunity Center and the Life Enrichment Options (LEO) condominium units, and these bonds will be repaid after construction from the condo sales proceeds from the City of Issaquah and LEO, respectively. The Board of Commissioners passed Resolution No. 5785 in February 2025, which declared the intention to issue tax-exempt bonds, and Resolution No. 5818 in February 2026, which enabled the Authority to recycle private-activity bonds from the Kirkland Heights project for use at Trailhead. Resolution No. 5827, which is being considered at today's meeting, is the final action needed to enable the Trailhead Apartments development to utilize tax-exempt and taxable bond financing. The Authority will issue the bonds, which will carry the Authority's Standard & Poor's AA rating, provide a revenue pledge to the bondholders and reloan the bond proceeds to the partnership.

Other Third-Party Financing

In addition to bond financing, the development has received a commitment to provide Low-Income Housing Tax Credit equity from RBC/Fannie Mae and commitments to loans from King County, ARCH and the State of Washington. The Board passed Resolution No. 5768 in June 2024, authorizing the formation of the tax credit partnership (“Partnership”) and solicitation of a tax credit investor. The Board also passed Resolution No. 5801 in September 2024, which authorized submission of financing applications to the public funders mentioned above. The second resolution under consideration today, Resolution No. 5828, authorizes the Authority to enter into agreements with these financing sources, and to execute all other agreements necessary to complete the development, including condominium documents, lease agreements and contracts.

KCHA Role in Financing

Resolution No. 5828 also authorizes the Authority to provide up to \$20 million in financing directly to the Trailhead project. The source for this financing includes grant funds that KCHA has received for the development, the reinvestment of developer fees received from the project, and up to \$5 million in new money from KCHA. KCHA will also reloan the \$11 million from King County to the Partnership. The loans from ARCH and the State of Washington will be directly lent to the Partnership. The Authority will own the land and lease it to the Partnership, be the general partner of the Partnership and provide the investor with a construction guarantee, a tax credit guarantee and an operating deficit guarantee.

Project Schedule

May 2026: Receive permits from City of Issaquah

June 2026: Prepare Preliminary Official State, begin marketing bonds
Begin construction
Execute partnership agreement with investor and close on financing

October 2027: Sell south parcel to Avalon Bay

June 2028: Complete construction
Sell condo units to City of Issaquah and Life Enrichment Options

Board of Commissioners Action

Staff recommend passage of Resolutions No. 5827 and No. 5828.

Trailhead Apartments Project Profile

The Trailhead Apartments (“the Trailhead”) is a proposed development located in Central Issaquah that will be a part of a larger mixed-income, mixed-use Transit Oriented Development project (“TOD Project”) next door to the Issaquah Transit Center. King County Housing Authority is partnering with Avalon Bay Communities, Inc. and the City of Issaquah (“City”) on the larger TOD Project. The Trailhead will including 154 units of workforce housing owned by KCHA targeting households at 40% and 60% of Area Median Income. The development will be financed with funding from KCHA, the Washington State Housing Trust Funds, King County TOD funds, ARCH Funding, 4% Low Income Housing Tax Credits and Tax-Exempt Bond Financing.

Project History

In November 2016 the City of Issaquah released an RFP for qualified developers to build a mixed-use, mixed-income Transit Oriented Development on a site adjacent to the Issaquah Transit Center. KCHA was part of a development team that submitted a proposal, and the KCHA Team was selected by the City to proceed with the development. The proposed site was owned by Century Link/Lumen and there was a cellular tower on the site owned by Vertical Bridge. It took 5 years of negotiations with Lumen and Vertical Bridge before KCHA was able to acquire the site on December 31, 2022. The Vertical Bridge tower was relocated off the site by April 2024.

KCHA selected Weber Thompson to be the architects for the project in May 2024. The Partnership, Trailhead Apartment LLLP, was formed in July 2024. The Partnership solicited a construction manager/constructor through a competitive process and selected Walsh Construction. The design work began in September 2024 and the construction documents were 90% complete by February 2026. The application to the City of Issaquah for the Site Development Permits was submitted in March 2025 and for the Building Permits in August 2025. Walsh bid out the job in February 2026 with bids received and a Guaranteed Maximum Price determined by the end of April 2026.

The permits are expected to be issued by the end of May 2026 with construction beginning in June 2026.

Previous Board Actions

The Board has approved these previous resolutions related to the Trailhead Apartments development:

- March 15, 2021: Resolution No. 5678 authorizing the acquisition of the site and commencement of development activities.
- June 19, 2021: Resolution No. 5694 amending Resolution No. 5678 to reflect changes to the deal with Lumen.
- October 10, 2022: Resolution No. 5732 amending Resolution Nos. 5678 and 5694 with the final purchase price of \$14,000,000.
- January 5, 2023: Resolution No. 5743 authorized the acquisition of the cell tower lease and the payment of \$800,000 towards relocating the cell tower.
- June 17, 2024: Resolution No. 5768 authorized the formation of Trailhead Apartments LLLP (“Partnership”), the solicitation of an investor partner, and the provision of predevelopment loans by KCHA to the Partnership.

- November 18, 2024: Resolution No. 5781 authorized the creation of one or more condominiums to facilitate the legal ownership of parts of the TOD Project by development partners.
- February 15, 2025: Resolution No. 5785 declared KCHA's intention to issue tax-exempt bonds and to begin incurring costs that could be reimbursed with bond proceeds.
- September 15, 2025: Resolution No. 5801 authorized KCHA to submit financing applications for the Trailhead development on behalf of the Partnership to the Washington State Department of Commerce, King County, ARCH, and the Washington State Housing Finance Commission.
- February 23, 2026: Resolution No. 5818 authorized KCHA to recycle Private Activity Bond Cap from the Kirkland Heights development into the Trailhead development.

Project Description

The site for the TOD Project is approximately 4 acres. It is a rectangular site with street access on the north and south sides. The Issaquah Transit Center is immediately to the west and an office park is located to the east.

The site is zoned Urban Core and is subject to the Central Issaquah Plan overlay. The proposed project is fully permitted under the existing zoning and is consistent with the Planned Action Environmental Impact Statement which was approved for Central Issaquah. The site will be short platted into a northern and a southern parcel of approximately equal size. The northern parcel will be for the Trailhead building and the southern for the market rate building.

The development will include two 8-story towers. The southern tower will be developed by Avalon Bay Communities, Inc. ("Avalon") and contain approximately 200 market-rate units. KCHA is under contract with Avalon to sell the south parcel to them. The other tower (Trailhead) will be developed by KCHA and contain 154 affordable units and 2 common area (manager) units, 3 units for 6 people with developmental disabilities to be owned by Life Enrichment Options, and a 10,000 square foot Opportunity Center which will be owned and financed by the City of Issaquah.

Proposed KCHA Unit Configuration

The proposed Trailhead Apartments include 156 units and in the following unit mix:

- 6 studio units with one bath of approximately 600 square feet each,
- 62 one-bedroom, one bath units of approximately 700 square feet,
- 50 two-bedroom, one bath units of approximately 850 square feet,
- 38 three-bedroom, two bath units of approximately 1,220 square feet.

The proposed Trailhead Apartments will feature the following income targeting:

- 24 units with rents affordable at 40% of Area Median Income
- 130 units with rents affordable at 60% of Area Median Income
- 2 Common Area units

Neighborhood Description

The Trailhead is located between Maple Street and Newport Way, one block east of Highway 900. It sits within the Tibbetts Valley District in Central Issaquah. The district is currently a collection of low-rise shopping centers, office buildings and restaurants. The Central Issaquah Plan envisions a vibrant mix of higher density residential, office, and retail uses and a transit center in the Tibbetts Valley District. In 2012 the City of Issaquah entered into a Development Agreement with Rowley Properties covering the redevelopment of approximately 78 acres of land just to the north of the Trailhead site. The Rowley master planned community will be an urban, pedestrian-oriented village providing a variety of distinctive building types, styles, and densities with a cohesive and unified community identity.

The Issaquah Transit Center is immediately to the west of the property, offering frequent, all-day, and high-capacity transit to Seattle and other Eastside employment centers and services. Across the street to the south is Tibbetts Valley Park, a thirty-acre active recreational community park with athletic fields, tennis courts, basketball court and a children's playground. The site provides close access to trailheads leading into Cougar Mountain Regional Wildland Park and Squak Mountain State Park. The Maple-Juniper Urban Trail across Maple Street provides direct access to Issaquah's extensive urban trail system and to forested trails in the nearby parks.

There are numerous grocery stores, department stores, banks, health care facilities, and professional office buildings within walking distance of the Trailhead.

Strategic Rationale for Development

KCHA's Board of Commissioners has identified the acquisition and development of affordable housing near or adjacent to light rail stations as a priority in order to address a shortage of affordable housing with access to transportation. The development of the Trailhead will allow KCHA to provide 154 units of affordable housing to households at or below 60% of the area median income next door to a transit center.

The Trailhead is also located in a "high opportunity neighborhood", with access to high-performing public schools and a growing high-wage employment base. Rents in Issaquah have been growing at a faster rate than those of the County as a whole, putting these opportunities out of reach for most lower income families.

Proposed Financing

The Trailhead project has secured all of the financing it needs to proceed with the development. It has received \$11 million from King County, \$5 million from the State of Washington, and \$3.5 million from ARCH and the City of Issaquah. The Washington State Housing Finance Commission has approved the Low-Income Housing Tax Credits application, and these credits will generate approximately \$50 million in equity investment from RBC/Fannie Mae. Key Banc Capital Markets has been engaged to underwrite KCHA's tax-exempt bond issuance, which will include approximately \$27 million in permanent financing and \$41 million in interim financing used to bridge the tax credit equity. KCHA will be using \$31 million in new Private Activity Bond Cap and \$37 million in bond cap recycled from the Kirkland Heights project. The financial closing is scheduled for June 2026.

Although KCHA will be contributing over \$30 million in financing to the Partnership, once one accounts for third party financing coming directly to KCHA (e.g, King County funds), the fees and reimbursements the Partnership will pay KCHA and the sales proceeds from the Avalon Bay transaction, it is expected that KCHA's total net contribution will be less than \$5 million.

Sources & Uses

PARTNERSHIP USES

Acquisition	\$6,536,800
Construction	76,614,833
Soft Costs	7,876,452
Financing Costs	12,156,342
Developer Fee	14,100,456
Reserves	321,664
TOTAL	<u>\$117,606,547</u>

PARTNERSHIP SOURCES

Tax-Exempt Bonds	\$26,907,431
Tax Credit Equity	49,604,069
Washington State HTF	5,000,000
ARCH	3,500,000
Bond Reinvestment Income	2,461,344
KCHA Loans*	30,133,703
TOTAL	<u>\$117,606,547</u>

KCHA USES

KCHA Loans to Partnership*	\$30,133,703
Acquisition Costs	14,800,000
Predevelopment Costs	932,620
Interest Costs	1,700,000
TOTAL KCHA USES	<u>\$47,566,323</u>

KCHA SOURCES

King County Loan	\$11,000,000
WSU Community Solar Expansion	300,000
Puget Sound Energy	100,000
Developer Fee Proceeds	14,100,456
Acquisition from Partnership	7,000,000
Relocation from Partnership	400,000
Interest Income from Partnership	1,819,370
Acquisition from Avalon Bay	10,000,000
TOTAL KCHA SOURCES	<u>\$44,719,826</u>
Net KCHA Contribution	<u>\$2,846,497</u>

***See KCHA's net contribution number above for KCHA's currently estimated actual contribution net of pass through financing, earned fees, sale of land to Avalon Bay, and other sources.**

Risks & Mitigation

Financing Risk & Mitigation

- (Risk) Interest rates rise significantly, lowering the amount of permanent debt available to the project.
- (Mitigation) Key Banc Capital Markets has regularly been providing updates on interest rates, and the rates used in to size the permanent debt are consistent with the most up-to-date figures.
- (Risk) The Trailhead development cost will exceed the amount of budgeted funds.
- (Mitigation) KCHA staff have used conservative numbers in putting together the development budget for the project, and the largest numbers (acquisition cost, consulting fees, construction cost) are based on executed contracts. A generous 10% construction contingency was included in the development budget, twice what is required by the investor in the project.

Construction Risk & Mitigation

- (Risk) Unforeseen site issues will add to the cost of the project.
- (Mitigation) Extensive examination of the site was conducted prior to the foundation design by our civil, structural and geotechnical engineers. The subcontractor providing the foundation system was brought in for preconstruction services. The analysis revealed extremely bad soils 40 feet deep and a very high water table. The worst-case scenario is what was built into the design.
- (Risk) The construction documents missed significant items, leading to expensive change orders.
- (Mitigation) The general contractor and key subcontractor were brought on early and have participated in reviewing the design documents starting with schematic design. In addition, staff from KCHA's Asset Management construction team have carefully reviewed the construction documents and provided feedback to the design team. As mentioned above, the project has a 10% construction contingency, which should be more than adequate to cover any surprises.

Land Sale Partner Risks

- (Risk) Avalon Bay fails to close on the acquisition of the south site.
- (Mitigation) Avalon Bay is a strong national developer of market housing that has the capacity to finance their own projects. KCHA has shared all of its due diligence materials with Avalon Bay so they are fully aware of all issues present at the site. KCHA has worked with the City of Issaquah staff to ensure that the code waivers included in the Housing Cooperation Agreement with the City are also available to Avalon Bay. Furthermore, Avalon Bay are using Weber Thompson as their architects, and they can share all of their

experience working with the City of Issaquah. These factors have limited the risk that the market rate developer will come across something unforeseen, but if they decide to back out of the deal, KCHA will be able to market the property to other market rate developers. The holding costs to KCHA are about \$30,000 per month.



King County
Housing
Authority

Trailhead TOD

Nate Kraus & Dan Landes
Development

May 18, 2026





Project Location

Issaquah, WA



Location

Drive Miles

- 🏠 Downtown Issaquah – 1.7 miles
- 🏠 Downtown Bellevue – 9.7 miles
- 🏠 Downtown Redmond – 12.5 miles
- 🏠 KCHA Central Office, Tukwila – 15.1 miles
- 🏠 Downtown Seattle – 15.2 miles
- 🏠 North Bend, WA – 17 miles



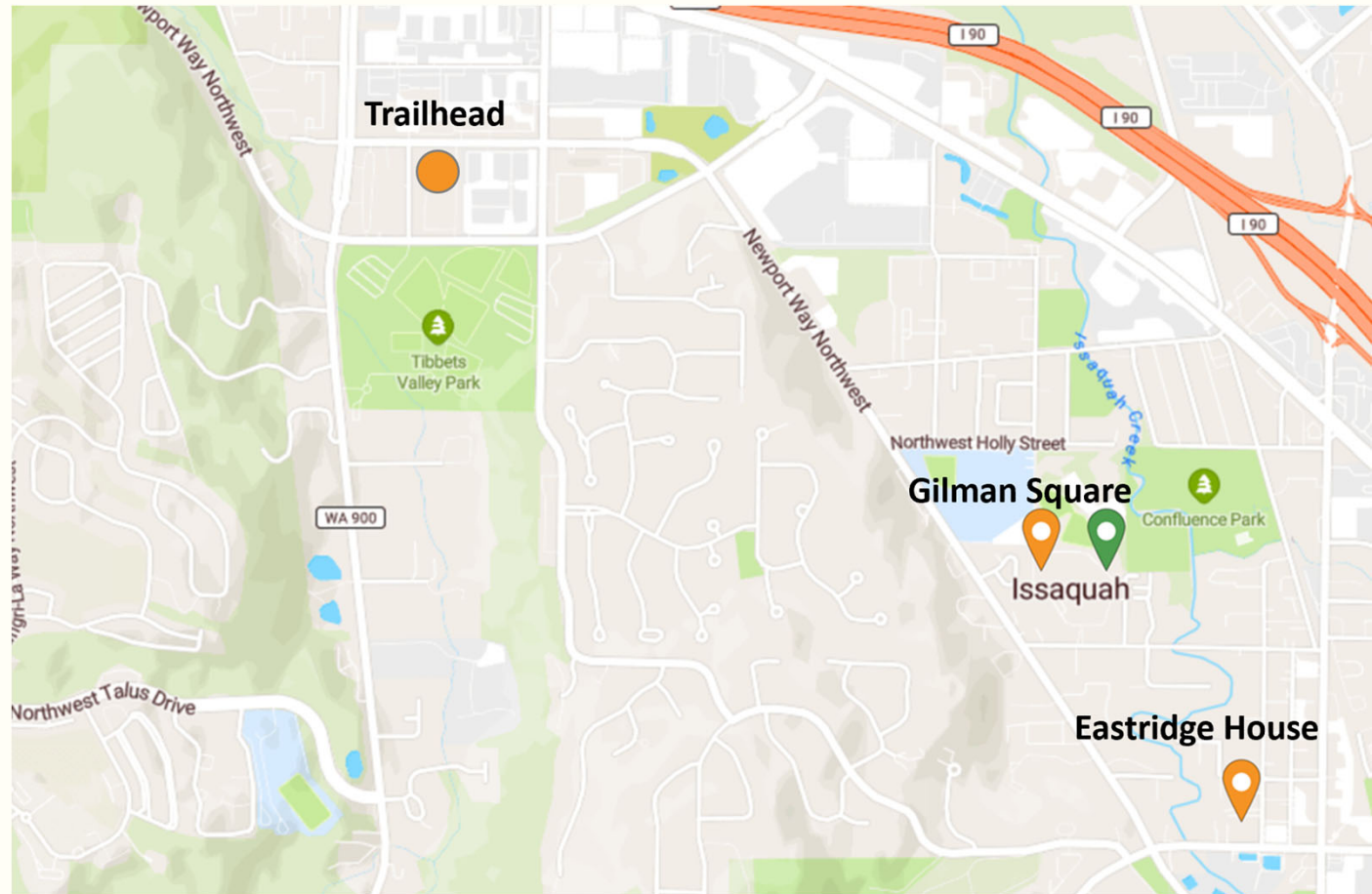
High Opportunity Area

- 🏠 Adjacent
 - Issaquah Transit Center
 - Tibbetts Valley Park
- 🏠 Half Mile
 - Issaquah Employment Center
 - Groceries and services
 - Daycares
- 🏠 1 Mile
 - Issaquah Valley Elementary
 - Lake Sammamish State Park



KCHA Issaquah

- 🏠 Gilman Square – 1.2 miles to Trailhead
 - 2 Bed – 124 Units
 - 4 Bed – 1 Unit
- 🏠 Eastridge House – 1.5 miles to Trailhead
 - Senior and Disabled Persons
 - 1 Bed – 39 Units
- 🏠 Trailhead
 - Studio – 6 Units
 - 1 Bed – 62 Units
 - 2 Bed – 50 Units
 - 3 Bed – 38 Units





Project Milestones

Trailhead TOD



Project Milestones

Project History:

- 🏠 2016 – KCHA selected to develop site after City of Issaquah RFP
- 🏠 2022 – Purchased site from Lumen
- 🏠 2025 – Telecommunication equipment relocated from site
- 🏠 July 2025 – Issaquah City Council Approved the Housing Cooperation Agreement

Anticipated Closing and Construction Schedule:

- 🏠 May 2026 – Permit Issuance
- 🏠 June 2026 – Financial Closing & Construction Start
- 🏠 June 2028 – Construction Finish & Lease-up





Project Information

Trailhead TOD



AMI Requirements & Target Populations

🏠 Income Restrictions

- 40% AMI – 24 Units
- 60% AMI – 130 Units
- Manager Units – 2 Units

🏠 Population Type

- General Income Qualified – 110 Units
- Families with Children – 44 Units

🏠 Total Units - 156



Family Focused Design

🏠 Unit Features

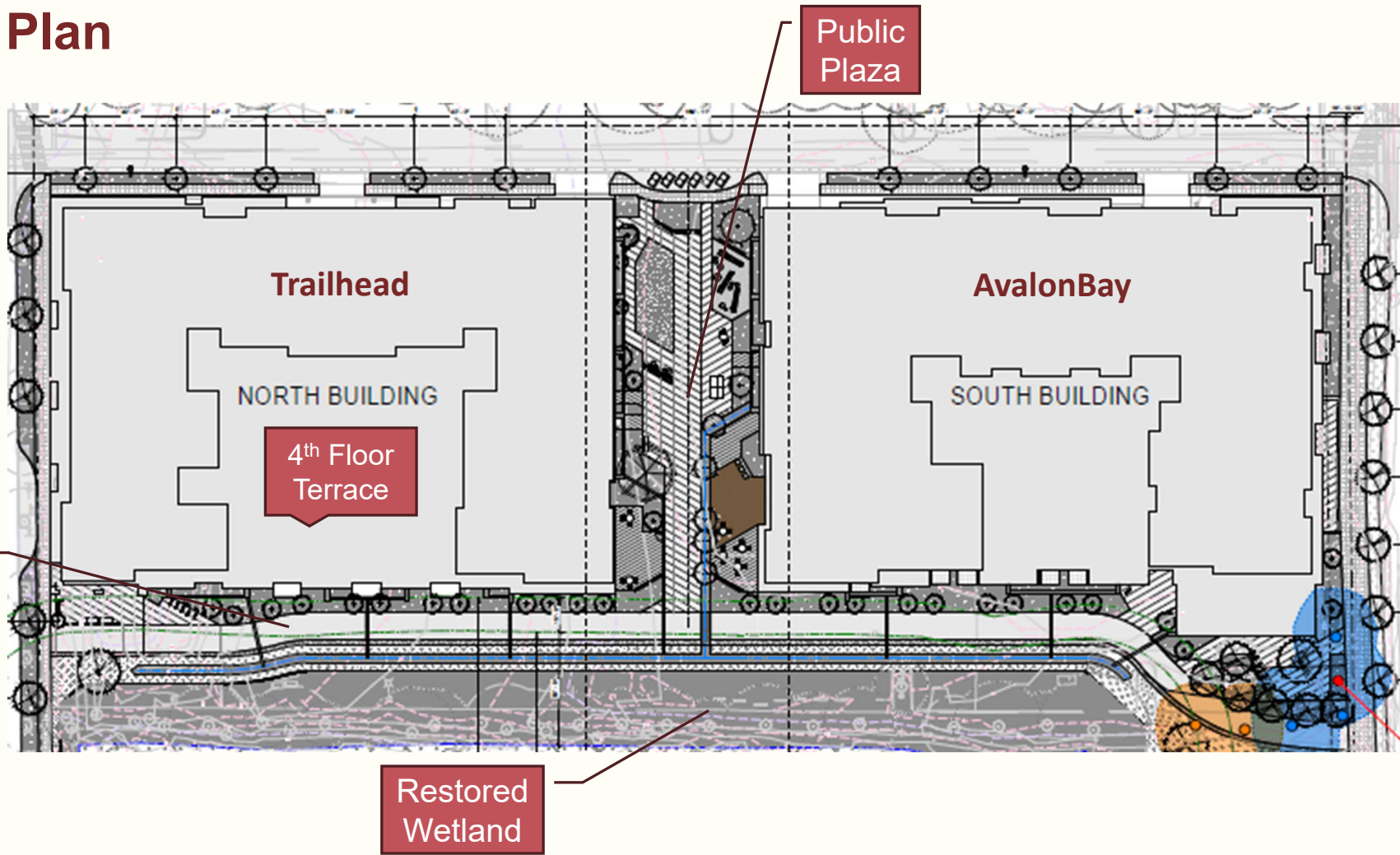
- 56% of units are family-sized
 - 50 two-bedroom
 - 38 three-bedroom (includes second bathroom)
- Washer/dryer combo and dishwashers in all units

🏠 Community Features

- Protected 4th floor terrace play area
- Study room
- Fitness room
- Community room
- Large bike room
- Pet wash room



Site Plan



Building Design



Multi-Model Trail



Public Plaza



4th Floor Terrace





Project Funding

Trailhead TOD



Sources & Uses

Sources - \$117,606,547

Low-Income Housing Tax Credit Equity	\$49,604,069
Tax-Exempt Bonds	\$26,907,431
Washington State HTF	\$5,000,000
ARCH & City of Issaquah	\$3,500,000
Bond Reinvestment Income	\$2,461,344
KCHA Loan	
King County	\$11,000,000
KCHA (up to \$20MM)	\$19,133,703

Net Cost to KCHA: < \$5MM

Uses - \$117,606,547

Acquisition	\$6,536,800
Construction	\$76,614,833
Soft Costs	\$7,876,452
Financing	\$12,156,342
Developer Fee	\$14,100,456
Reserves	\$321,664

Resolutions

5827 – Bond Issuance

Authorizes KCHA issuance of up to \$85MM in tax exempt and taxable bonds necessary to finance the Trailhead Project

5828 – Omnibus

Authorizes KCHA to execute documents in connection with the financial closing of the Trailhead Project and a loan from KCHA of up to \$20MM amount, as well as a reloan from KCHA of \$11MM in TOD funds from King County



King County
Housing
Authority

Questions

Trailhead TOD



HOUSING AUTHORITY OF THE COUNTY OF KING

RESOLUTION NO. 5827

(General Revenue Supported Affordable Housing Revenue Bonds (The Trailhead Project))

A RESOLUTION of the Board of Commissioners of the Housing Authority of the County of King providing for the issuance of one or more series of revenue bonds of the Authority in the aggregate principal amount of not to exceed \$85,000,000, the proceeds of which will be lent to Trailhead Apartments LLLP, a Washington limited liability limited partnership of which the Authority is the sole general partner; authorizing the determination of the forms, terms and covenants of the bonds; authorizing the execution and delivery of a trust indenture relating to the bonds, a loan agreement providing for repayment of the loan, and other agreements, documents and certificates; appointing a trustee and bond registrar for the bonds; authorizing the Authority to accept an offer from KeyBanc Capital Markets Inc. to purchase the bonds; and determining related matters.

ADOPTED MAY 18, 2026

This document was prepared by:

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Seattle, Washington 98101
(206) 447-4400*

HOUSING AUTHORITY OF THE COUNTY OF KING

RESOLUTION NO. 5827

(General Revenue Supported Affordable Housing Revenue Bonds (The Trailhead Project))

A RESOLUTION of the Board of Commissioners of the Housing Authority of the County of King providing for the issuance of one or more series of revenue bonds of the Authority in the aggregate principal amount of not to exceed \$85,000,000, the proceeds of which will be lent to Trailhead Apartments LLLP, a Washington limited liability limited partnership of which the Authority is the sole general partner; authorizing the determination of the forms, terms and covenants of the bonds; authorizing the execution and delivery of a trust indenture relating to the bonds, a loan agreement providing for repayment of the loan, and other agreements, documents and certificates; appointing a trustee and bond registrar for the bonds; authorizing the Authority to accept an offer from KeyBanc Capital Markets Inc. to purchase the bonds; and determining related matters.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF KING; as follows:

Section 1. Recitals and Findings. The Board of Commissioners (the “Board”) of the Housing Authority of the County of King (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)); and (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.” The Uniform Electronic Transactions Act (chapter 1.80 RCW) provides that each governmental agency of the State “shall determine whether, and the extent to which, a governmental agency will send and accept electronic records and electronic signatures to and from other persons and otherwise create, generate, communicate, store, process, use and rely upon electronic records and electronic signatures” (RCW 1.80.170(1)).

(b) Issuance of Bonds Necessary and Advisable and in the Best Interests of the Authority. Trailhead Apartments LLLP, a Washington limited liability limited partnership of

which the Authority is the sole general partner (the “Borrower”) has (i) applied to the Authority for financial assistance in the principal amount of up to \$85,000,000 for the purpose of providing part of the funds with which to acquire, construct, and equip a mixed-use project to be known as The Trailhead, including an approximately 156-unit multifamily housing component and certain commercial components (the “Project”), in the City of Issaquah, Washington, and (ii) requested that the Authority issue revenue bonds of the Authority in an aggregate principal amount not to exceed \$85,000,000, for the purpose of assisting the Borrower in financing the Project. It is necessary and advisable, important for the feasibility of the Project, and in the best interest of the Authority to issue bonds in an aggregate principal amount of not to exceed \$85,000,000, the proceeds of which will be used to make one or more loans to the Borrower for the purposes described herein.

(c) Expected Condominium. The Borrower intends to submit its interest in the property on which the Project will be located to a condominium regime under the Washington Uniform Common Interest Ownership Act, and to subject such property to a Condominium Declaration for Trailhead Plaza, a Condominium (the “Condominium Declaration”), creating Trailhead Plaza, a Condominium (the “Condominium”), which Condominium will be comprised of three condominium units: (a) Unit 1, a residential unit to contain a total of approximately 156 dwelling units and associated improvements (the “Housing Unit”), (b) Unit 2, a unit to contain approximately 10,428 square feet of space and associated improvements to be used as a community center (the “Opportunity Center Unit”), and (c) Unit 3, a unit to contain approximately 3,967 square feet of space that will consist of three residential apartments and related amenities located on the third floor to be used for multifamily residential and associated caregiving uses (the “LEO Unit”). Following formation of the Condominium and satisfaction of additional conditions for release set forth in the Loan Agreement, the LEO Unit and Opportunity Center Unit will no longer be considered part of the “Project” for purposes of the Bond documents;

(d) Area of Operation. RCW 35.82.070(14) provides that a housing authority may exercise its powers within the boundaries of any city not included in its area of operation if the governing body of that city adopts a resolution declaring that there is a need for the housing authority to exercise its powers within the city. The City Council of the City of Issaquah, Washington (the “City”), the governing body of the City, adopted its Resolution No. 1023 on April 20, 1970, declaring that there is a need for the Authority to function within the City.

Section 2. Definitions. Unless otherwise expressly provided herein, or unless the context of use indicates another or different meaning or intent, the capitalized terms defined above shall have the meanings set forth above and the following capitalized terms have the following meanings for purposes of this resolution:

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

“Amendment to Loan Agreement” means any amendment to the Loan Agreement between the Authority and the Borrower relating to one or more series of Bonds issued as additional bonds under the Indenture, as originally executed or as it may from time to time be supplemented, modified, or amended.

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

“Authority Acquisition Date” means the date upon which the Authority acquires the Borrower’s interest in the Project.

“Authority Continuing Disclosure Agreement” means the Continuing Disclosure Agreement between the Authority and The Bank of New York Mellon Trust Company, N.A., as dissemination agent, relating to one or more series of Bonds, including any supplements or amendments thereto.

“Authorized Officers” means each of the Chair of the Board, the President/Chief Executive Officer of the Authority, and any Executive Vice President of the Authority.

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

“Bond” or “Bonds” means one or more of the Housing Authority of the County of King General Revenue Supported Affordable Housing Revenue Bonds, Series 2026 (The Trailhead Project), which designation may be adjusted pursuant to Section 4, or any replacement for such bonds authorized by, and at any time outstanding pursuant to, this resolution and the Indenture.

“Bond Registrar” means the entity serving as registrar, authenticating agent, and paying agent under the Indenture, initially the Trustee.

“Bond Purchase Agreement” means the Purchase Contract among the Underwriter, the Borrower, and the Authority relating to the sale of one or more series of Bonds.

“Borrower” means Trailhead Apartments LLLP, a Washington limited liability limited partnership.

“Borrower Continuing Disclosure Agreement” means the Continuing Disclosure Agreement between the Borrower and The Bank of New York Mellon Trust Company, N.A., as dissemination agent, relating to one or more series of Bonds, including any supplements or amendments thereto.

“Code” means the Internal Revenue Code of 1986, as in effect on the date on which Bonds are issued or (except as otherwise referenced in the Indenture) as it may be amended to apply to obligations issued on the date on which Bonds are issued, or any successor federal income tax statute or code.

“County” means King County, Washington.

“Deed of Trust” means any Leasehold Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing pertaining to one or more series of Bonds, under which the Borrower will be the grantor and the Authority will be the beneficiary, including any supplements or amendments thereto.

“Environmental Indemnity” means any Hazardous Substances Warranty/Indemnity Agreement to be made by the Borrower for the benefit of the Authority, including any supplements or amendments thereto.

“Funds Exchange Agreement (New Loan)” means the Funds Exchange Agreement (New Trailhead Loan) by and between the Authority and the Trustee, as it may be from time to time supplemented, modified or amended.

“General Revenues” means all revenues of the Authority from any source (other than Loan Payments), but only to the extent that those revenues are available to pay debt service on the Bonds 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.

“Indenture” means the Trust Indenture between the Authority and the Trustee relating to the Bonds, as originally executed or as it may from time to time be supplemented, modified or amended, including by any Supplemental Indenture thereto.

“Loan” means any loan to be made by the Authority to the Borrower of the proceeds of the Bonds, and other available funds of the Authority as authorized by Section 8.

“Loan Agreement” means any Loan Agreement by and between the Authority and the Borrower providing for, evidencing, and securing the obligation of the Borrower to repay a Loan, and including any supplements or amendments thereto including, without limitation, any Amendment to Loan Agreement.

“Loan Payments” means the payments of principal of and premium, if any, and interest on a Loan pursuant to the Loan Agreement allocable to payment of principal of and interest on one or more series of Bonds.

“Net Operating Income” shall have the meaning ascribed thereto in the Indenture.

“Project” means, depending on the context, (1) the acquisition, construction, and equipping of a mixed-use project comprised of (a) an approximately 156-unit multifamily housing component, (b) commercial components, consisting of ground floor non-residential space to be used as an opportunity center and three residential apartments to be transferred to a nonprofit corporation, all collectively to be known as The Trailhead and to be located in the vicinity of 1467 NW Maple Street (also known as 1550 Newport Way NW), Issaquah, Washington 98027, or (2) the mixed-use project so acquired, constructed, and equipped. Notwithstanding the foregoing, following the formation of the Condominium and satisfaction of additional conditions for release set forth in the Loan Agreement, the LEO Unit and Opportunity Center Unit will no longer be considered part of the “Project” for purposes of the Indenture or the Loan Agreement.

“Promissory Note” means any promissory note to be made by the Borrower to the Authority to evidence a Loan.

“Regulatory Agreement” means a Regulatory Agreement by and between the Borrower and the Authority governing the use of the Project, including any supplements or amendments thereto.

“Supplemental Indenture” means any supplemental trust indenture between the Authority and the Trustee relating to one or more series of Bonds issued as additional bonds under the Indenture, as originally executed or as it may from time to time be supplemented, modified, or amended.

“Tax Agreement” means the Federal Tax Certificate and Agreement between the Authority and the Borrower, pertaining to one or more series of the Bonds, including any supplements or amendments thereto.

“Trustee” means the entity serving as trustee under the Indenture, initially The Bank of New York Mellon Trust Company, N.A.

“Underwriter” means KeyBanc Capital Markets Inc.

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

Section 3. Authorization of Bonds and Application of Proceeds. The Authority shall issue one or more series of Bonds for the purpose of making one or more Loans to the Borrower to provide a portion of the funds required to finance costs of the Project (which may include, without limitation, reimbursements for past expenditures), and/or to refund or repay obligations of the Partnership incurred to finance costs of the Project, and, at the option of the Authority, to pay all or a portion of the costs of issuing the Bonds. All proceeds of the Bonds shall be lent to the Borrower for those purposes, and shall be deposited with the Trustee, all as provided in the Indenture.

Section 4. Description of Bonds. The Bonds shall be designated the Housing Authority of the County of King General Revenue Supported Affordable Housing Revenue Bonds, Series 2026 (The Trailhead Project). The Board has determined that it is in the best interest of the Authority to delegate to the Authorized Officers, and each of them acting alone, the authority to determine and approve the number of series of the Bonds, the final principal amounts, dates, interest rates, payment dates, maturity dates, and redemption provisions of the Bonds, and whether any series of the Bonds shall be issued on a taxable or tax-exempt basis (and, if so, the appropriate principal amounts of the taxable and tax-exempt series of the Bonds), and to adjust the title of each series of Bonds 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 marketing of such series of Bonds, as set forth in the Indenture.

Bonds of different series may be issued simultaneously or from time to time, as determined by an Authorized Officer. One or more series of bonds may be issued as additional bonds under the Indenture as described in a Supplemental Indenture.

The Bonds shall be issued in registered form; shall be in the aggregate principal amount of not to exceed \$85,000,000, shall be in authorized denominations of \$5,000 or any integral multiple thereof, and shall be dated such dates, shall bear interest payable on such dates and at such rates, shall mature at such times and in such amounts, shall have such prepayment or redemption provisions and shall have such other provisions consistent with the terms of this resolution as shall be set forth in the Indenture.

The execution of the Indenture or a Supplemental Indenture by an Authorized Officer shall be conclusive evidence of the approval by the Authority of the terms set forth therein.

Section 5. Security for the Bonds. The Bonds shall be special obligations of the Authority payable solely from the Trust Estate pledged under the Indenture. The Trust Estate pledged under the Indenture shall include (a) the rights, title and interest of the Authority in Loan Payments received pursuant to the Loan Agreement (or, upon and after the Authority Acquisition Date, all Net Operating Income), (b) General Revenues of the Authority, subject to the parity lien of other obligations, as described herein and in the Indenture, (c) certain funds and accounts established under the Indenture and investment earnings thereon and money, securities and obligations therein (subject to disbursements from any such fund or account), (d) money and securities from time to time held by the Trustee under the Indenture (except money and securities in the Rebate Fund), and (e) to the extent not covered, all proceeds of all of the foregoing, all as set forth in the Indenture.

The Bonds shall not be a debt of the County, the State or any political subdivision thereof, and the Bonds shall so state on their face. Neither the County, the State nor any political subdivision thereof (except the Authority, from the sources identified herein and in the Indenture) shall be liable for payment of the Bonds nor in any event shall principal of, premium, if any, on and interest on the Bonds be payable out of any funds or assets other than those pledged to that purpose by the Authority herein and in the Indenture. The Authority has no taxing power.

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 Bonds. 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 the Bonds.

None of the Commissioners, officers or employees of the Authority shall be personally liable for the payment of the Bonds.

Section 6. Form and Execution of Bonds. The Bonds shall be in a form consistent with the provisions of this resolution, the Indenture and State law, shall bear the manual or facsimile signatures of the Chair of the Board and the President/Chief Executive Officer of the Authority, and shall be impressed with the seal of the Authority or shall bear a facsimile thereof.

The Bonds shall be authenticated by the Bond Registrar as set forth in the Indenture. No Bond shall be valid for any purpose until so authenticated. 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 and the Indenture.

Section 7. Preservation of Tax Exemption for Interest on the Tax-Exempt Bonds. The Authority covenants that it will take all actions necessary to prevent interest on such portions of the Bonds issued as obligations the interest on which is excluded from gross income of the owners thereof for federal income tax purposes (the "Tax-Exempt Bonds") from being included in gross income for federal income tax purposes (except for any period during which such Tax-Exempt

Bond is held by a “substantial user” of the Project or a “related person” within the meaning of Section 147(a)), and it will neither take any action nor make or permit any use of proceeds of the Tax-Exempt Bonds or other funds treated as proceeds of the Tax-Exempt Bonds that would cause interest on the Tax-Exempt Bonds to be included in gross income for federal income tax purposes. The Authority also covenants that, to the extent the arbitrage rebate requirements of Section 148 of the Code are applicable to the Tax-Exempt Bonds, it will take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Tax-Exempt Bonds, 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 Bonds from being included in gross income for federal income tax purposes.

Section 8. Increase to Authority Loan. The Borrower may request that the amount of loan proceeds from the Authority exceed the amount of sale proceeds of the Bonds. If so requested, the Authority may lend an amount not to exceed two percent of the sale proceeds of the applicable series of Bonds from available Authority funds (in addition to Bond proceeds) to the Borrower under the Loan Agreement. Such additional loan financing is declared and determined to be important for the feasibility of the Project and is intended to be in addition to any loans to the Borrower authorized by separate resolutions of the Authority.

Section 9 Authorization of Bond and Loan Documents and Execution Thereof. The Board approves the Indenture, the Loan Agreement, the Promissory Notes, the Regulatory Agreement, the Deed of Trust, the Authority Continuing Disclosure Agreement, the Borrower Continuing Disclosure Agreement, and the Funds Exchange Agreement (New Loan), in substantially in the forms on file with the President/Chief Executive Officer of the Authority, with such changes as the Authorized Officers, and each of them acting alone, shall deem necessary or appropriate, and appoints The Bank of New York Mellon Trust Company, N.A., as Trustee and Bond Registrar for the Bonds. The Authority authorizes and approves the execution and delivery of, and the performance by the Authority of its obligations contained in, the Bonds, the Indenture, the Loan Agreement, the Regulatory Agreement, the Tax Agreement, the Authority Continuing Disclosure Agreement, the Purchase Contract and this resolution and the consummation by the Authority of all other transactions contemplated by this resolution in connection with the issuance of the Bonds and the making of the Loan. The Authorized Officers, and each of them acting alone, are authorized and directed to do everything necessary for the issuance, execution, sale and delivery of the Bonds, including the “deeming final” of one or more preliminary official statement for the Bonds for the sole purpose of the Bond purchaser’s compliance with Securities and Exchange Commission Rule 15c2-12(b)(1); and to execute and deliver, on behalf of the Authority, the Indenture, the Loan Agreement, the Regulatory Agreement, the Tax Agreement, the Funds Exchange Agreement (New Loan), the Purchase Contract, the Authority Continuing Disclosure Agreement, and any other documents that may be useful or necessary in connection with the issuance and sale of the Bonds or the making of the Loan, and to ensure the proper use and application of the proceeds from the sale of the Bonds. The Authorized Officers, and each of them acting alone, are further authorized to approve and execute one or more official statement for the Bonds on behalf of the Authority (acting on its own behalf and/or as general partner of the Borrower). The execution of any instrument by an Authorized Officer shall be conclusive evidence that such instrument has been duly approved on behalf of the Authority by such Authorized Officer.

The delegation to the Authorized Officers set forth in this resolution shall include setting the final principal amount, maturity dates, principal and interest payment dates, redemption provisions, interest rates, and other terms for the Bonds; *provided* that (a) the aggregate principal amount of the Bonds does not exceed \$85,000,000, and (b) the final maturity of any series of Bonds does not exceed forty years from their date of issue.

Section 10. Authorization of Borrower Documents and Execution Thereof. The Authorized Officers, and each of them acting alone, are authorized and directed to negotiate, execute and deliver, on behalf of the Authority in its capacity as general partner of the Borrower, the Loan Agreement, the Promissory Notes, the Deed of Trust, the Environmental Indemnity, the Regulatory Agreement, the Borrower Continuing Disclosure Agreement, the Tax Agreement, the Purchase Contract, and such other documents, instruments and agreements as may be necessary or desirable in connection with the issuance of the Bonds, the sale of the Bonds, and the Loan to the Borrower. The execution of any instrument by an Authorized Officer, in the Authority's capacity as general partner of the Borrower, shall be conclusive evidence that such instrument has been duly approved on behalf of the Authority (in its capacity as general partner of the Borrower) by such Authorized Officer.

Section 11. Authorization of Purchase Contract. It is anticipated that the Underwriter will present one or more Bond Purchase Agreements to the Authority and the Borrower offering to purchase the Bonds under the terms and conditions provided herein and therein. The Board finds that entering into such Bond Purchase Agreement(s) is in the best interest of the Authority and the Borrower, and therefore authorizes the Authorized Officers, and each of them acting alone, to accept the offer contained in the Bond Purchase Agreement(s) and to execute each Bond Purchase Agreement on behalf of the Authority and the Borrower.

The Bonds will be prepared at the Authority's expense and will be delivered to, or at the direction of, the purchaser thereof, with the approving legal opinion of Foster Garvey P.C. (or its successor), bond counsel of Seattle, Washington, regarding the Bonds.

The proper Authority officials are authorized and directed to do everything necessary for the prompt delivery of the Bonds to the purchaser thereof and for the proper application and use of the proceeds of the sale thereof.

Section 12. Acting Officers Authorized. Any action authorized by this resolution to be taken by the Chair of the Board, may in the Chair's absence be taken by a duly authorized acting Chair of the Board. Any action authorized by this resolution to be taken by the President/Chief Executive Officer of the Authority, may in the President/Chief Executive Officer's absence be taken by any Executive Vice President of the Authority. Any action authorized by this resolution to be taken by an Executive Vice President of the Authority, may in such Executive Vice President's absence be taken by a duly authorized acting Executive Vice President of the Authority.

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. 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 omit any agreement described herein which is determined not to be necessary or desirable in connection with the issuance or sale of the Bonds.

Section 15. 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 in its capacity as general partner of the Borrower) 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 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, 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; (iii) cause the Authority or the Borrower, as applicable, 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.

Section 16. Execution of Duties and Obligations. The Board authorizes and directs the Authority's President/Chief Executive Officer to cause the Authority to fulfill the Authority's duties and obligations under this resolution, the Bonds, the Indenture, the Loan Agreement, the Regulatory Agreement, the Funds Exchange Agreement (New Loan), each Tax Agreement, each Authority Continuing Disclosure Agreement, each Borrower Continuing Disclosure Agreement, each Bond Purchase Agreement, and this resolution.

Section 17. 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 or the Bonds.

Section 18. Effective Date. This resolution shall be in full force and effect from and after its adoption and approval.

ADOPTED AT THE ANNUAL MEETING OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF KING AT AN OPEN PUBLIC MEETING THIS 18th DAY OF MAY, 2026.

**HOUSING AUTHORITY OF THE COUNTY
OF KING**

By:

JERRY LEE, Chair
Board of Commissioners

ATTEST:

ROBIN WALLS
Secretary and President/Chief Executive
Officer of the Authority

CERTIFICATE

I, the undersigned, the duly chosen, qualified and acting President/Chief Executive Officer of Housing Authority of the County of King (the “Authority”) and keeper of the records of the Authority, CERTIFY:

1. That the attached copy of Resolution No. 5827 (the “Resolution”) is a full, true and correct copy of the resolution of the Board of Commissioners of the Authority, as adopted at a meeting of the Authority held on May 18, 2026 (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; and

3. 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 this 18th day of May, 2026.

ROBIN WALLS
Secretary and President/Chief Executive Officer of
the Authority

HOUSING AUTHORITY OF THE COUNTY OF KING

RESOLUTION NO. 5828

(TRAILHEAD DEVELOPMENT)

A RESOLUTION of the Housing Authority of the County of King authorizing the Authorized Representatives to enter into certain transactions in connection with the acquisition, financing, construction, equipping, and operation of the Trailhead Apartments mixed-use rental housing project; authorizing the negotiation, approval, execution and delivery of documents relating to the foregoing; and determining related matters.

ADOPTED MAY 18, 2026

HOUSING AUTHORITY OF THE COUNTY OF KING

RESOLUTION NO. 5828

(TRAILHEAD DEVELOPMENT)

A RESOLUTION of the Housing Authority of the County of King authorizing the Authorized Representative to enter into certain transactions in connection with the acquisition, financing, construction, equipping, and operation of the Trailhead Apartments mixed-use rental housing project; authorizing the negotiation, approval, execution and delivery of documents relating to the foregoing; and determining related matters.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF KING; as follows:

Section 1. The Board of Commissioners (the “**Board**”) of the Housing Authority of the County of King (the “**Authority**”) finds and determines that:

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

(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; 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) sell, lease, exchange, transfer, assign, pledge, or dispose of any real or personal property or any interest therein (RCW 35.82.070(5)); (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) “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.”

(c) The Authority is the fee owner of certain real property located in the vicinity of 1467 NW Maple Street (also known as 1550 Newport Way NW), Issaquah, Washington, which the Authority intends to partition pursuant to a short plat into two parcels, one of which (referred to herein as the “**Property**”) the Authority has identified as a site for the development of a mixed-use affordable housing project currently known as the Trailhead development, which development will consist of the construction of an eight-story multi-use building (the “**Building**”) to include (i) an affordable housing development containing approximately 156 residential rental units (including two manager’s units) and associated amenities and common areas (the “**Housing Project**”); (ii) ground-floor non-

residential space in shell condition to be used as the Issaquah Opportunity Center Unit (the “**Issaquah Opportunity Center**”) to be owned and operated by the City of Issaquah (the “**City**”), and (iii) three residential apartments and related amenities located on the third floor of the Building for residents with developmental disabilities (collectively, the “**LEO Space**” and, together with the Housing Project and Issaquah Opportunity Center Unit, collectively referred to as the “**Project**”) to be owned and operated by Life Enrichment Options, a Washington nonprofit corporation (“**LEO**”).

(d) The Authority has previously been authorized to participate in the formation of and become the sole general partner of Trailhead Apartments LLLP, a Washington limited liability limited partnership (the “**Partnership**”), to develop and construct the Project, and has been further authorized to conduct certain predevelopment activities prior to financial closing for the purposes of preparing the Project to be developed and constructed by the Partnership.

(e) The Authority desires to enter into a long-term financing lease (the “**Lease**”) of the Property and the Project with the Partnership for a maximum term of approximately 99 years, pursuant to which the Partnership will acquire for federal tax purposes ownership of the Project. The total lease payments (the “**Lease Payments**”) under the terms of the Lease will be an amount equal to the estimated fair market value of the Property which is currently estimated to be approximately \$7,000,000, as such amount may be adjusted prior to execution of the Lease during underwriting. In connection with the partition and leasing of the Property, the Authority may also enter into certain covenants, easements, licenses, shared use and/or joint maintenance agreements related to certain amenity space and/or otherwise necessary or desirable for the development and/or operation of the Project (collectively referred to as “**Easements**”).

(f) The Authority anticipates receiving an initial cash Lease Payment from the Partnership as the Authority deems appropriate, with any remaining balance of the Lease Payments to be paid to the Authority by the Partnership in the form of a loan in the principal amount of up to the aggregate amount of the Lease Payments payable pursuant to the Lease (the “**Seller Financing**”). Terms of the Lease, including the timing and amounts of the Seller Financing payments, shall be determined by an Authorized Representative (defined below).

(g) The Authority desires to utilize low income housing tax credits (“**Low Income Housing Tax Credits**”) and may utilize renewable energy tax credits, if applicable (“**Energy Tax Credits**”) and, together with the Low Income Housing Tax Credits, collectively referred to herein as the “**Credits**”) to finance a portion of the costs of the acquisition and construction of the Project.

(h) The Authority desires to seek an equity investment from a tax credit investor (the “**Tax Credit Investor**”) pursuant to which the Tax Credit Investor will acquire a 99.99% limited partnership interest in the Partnership in exchange for capital contributions in an amount to be determined by the Authority, which capital contributions will provide a significant source of financing for the Project (the “**Tax Credit Equity**”).

(i) Additional debt financing for the Project will be provided by the Authority through the issuance of tax-exempt and/or taxable bonds or revenue notes in the aggregate principal amount of up to \$85,000,000 (collectively, the “**Bonds**”) the proceeds of which will be used to fund one or more loans to the Partnership.

(j) Additional debt financing for the Project may further be provided by the Authority through the borrowing of funds from the Authority's taxable line of credit (the "**Line of Credit Financing**"), the proceeds of which may be used to fund one or more loans to the Partnership.

(k) The Authority desires to obtain permanent long-term financing for the Project in an approximate amount of \$5,000,000 from the Washington State Department of Commerce (the "**State**"), or such higher or lower amount as an Authorized Representative deems reasonably necessary or advisable, which may be in the form of one or more loans from the State to the Partnership, one or more loans from the State to the Authority which are assigned to the Partnership, or one or more loans from the State to the Authority which are used to fund all or a portion of a loan from the Authority to the Partnership (the "**State Financing**").

(l) The Authority desires to utilize permanent long-term financing in an approximate amount of \$3,500,000 from, collectively, the city of Bellevue, city of Bothell, city of Clyde Hill, town of Hunts Point, city of Issaquah, city of Kenmore, city of Kirkland, city of Medina, city of Mercer Island, city of Newcastle, city of Redmond, city of Sammamish, city of Woodinville, and town of Yarrow Point, each a State of Washington municipal corporation and each of which is a member of A Regional Coalition for Housing ("**ARCH**"), which is administered by the City of Bellevue, as administering agency, and a portion of which financing is anticipated to be provided by the City, or such higher or lower amount as an Authorized Representative deems reasonably necessary or advisable, which financing may be in the form of one or more loans from ARCH or the City to the Partnership, one or more loans from ARCH or the City to the Authority which are assigned to the Partnership, or one or more loans from ARCH or the City to the Authority which are used to fund all or a portion of a loan from the Authority to the Partnership (the "**ARCH Financing**").

(m) The Authority previously obtained financing in the amount of \$10,000,000 from King County (the "**County**") as well as a commitment from the County for additional financing in the amount of \$1,000,000. A portion of the financing from the County was previously used by the Authority to acquire the Property and the remainder of which the Authority intends to use to fund all or a portion of loan(s) from the Authority to the Partnership (the "**County Financing**").

(n) In addition to the Seller Financing, Bonds and Line of Credit Financing, the Authority may provide pre-development advances for the benefit of the Partnership (collectively, the "**Predevelopment Financing**"); one or more subordinate loan(s) to the Partnership in the aggregate principal amount of up to \$20,000,000 (collectively, the "**Subordinate Loan**"); and a deferred development fee (the "**Deferred Development Fee**") and may enter into a Section 8 HAP Contract ("**HAP Contract**") and, together with the Lease Payments, Deferred Development Fee, Bonds, Line of Credit Financing, ARCH Financing, County Financing, State Financing, Seller Financing, Predevelopment Financing, Tax Credit Equity and Subordinate Loan, collectively, the "**Project Financing**"), all on such terms and in such amounts as an Authorized Representative may approve.

(o) The Authority intends, after sufficient completion of the Project, to subject the Property to a leasehold condominium regime and related appurtenant rights within the Property (the "**Condominium**"), pursuant to which the Property will be divided into three separate leasehold condominium units: (i) a unit that will consist of primarily the Housing Project (the "**Housing Unit**,"

which term includes all easements and rights appurtenant to that condominium unit); (ii) a unit that will consist of the Issaquah Opportunity Center to be owned and operated by the City (the “**Issaquah Opportunity Center Unit**” which term includes all easements and rights appurtenant to that condominium unit), and (iii) a unit that will consist of the LEO Space to be owned and operated by LEO (the “**LEO Unit**” which term includes all easements and rights appurtenant to that condominium unit, and together with the **Issaquah Opportunity Center Unit**, the “**Commercial Units**”) and, collectively with the Housing Unit and Issaquah Opportunity Center Unit, the “**Units**”). In connection with the creation of the Condominium, the Authority intends (1) to enter into and deliver such documents as are necessary or desirable to submit the Property to such Condominium regime; (2) to cause the formation of a condominium association and to enter into and deliver any such documents as are necessary or desirable in connection with the creation and operation of such condominium association; and (3) to sell the Commercial Units to the City and to LEO, respectively, in connection with the Project, and to enter into and deliver such documents deemed necessary or desirable to consummate such sale transactions (collectively, the documents in this paragraph are referred to as the “**Condominium Documents**”). Following formation of the Condominium and satisfaction of additional conditions for release set forth in the documents evidencing the Project Financing, the LEO Unit and Opportunity Center Unit will no longer be considered part of the “Project” for purposes of the Project Financing.

Section 2. The Authority is authorized and directed to (i) apply to the Washington State Housing Finance Commission (the “**Commission**”) for a reservation of Low Income Housing Tax Credits, (ii) take such steps as are necessary to obtain the Energy Tax Credits and (iii) seek and select the Tax Credit Investor. The Authorized Representative is authorized and directed to take any other action and to negotiate, execute, and deliver on behalf of the Authority such other documents as may be required to be taken or executed by the Authority, on behalf of itself or as general partner of the Partnership, in connection with the tax credit application, the selection of the Tax Credit Investor and the admission of the Tax Credit Investor into the Partnership as its limited partner(s), such documents including, but not limited to, an Amended and Restated Agreement of Limited Liability Limited Partnership, Development Agreement, Property Management Agreement and Addendum, Partnership Administration Agreement, Investor Services Agreement, General Partner Certificate, Purchase Option and Right of First Refusal Agreement, Tax Representation Letter and such other documents as may be deemed necessary or desirable by an Authorized Representative with respect to the foregoing.

Section 3. The Authority is authorized and directed to take such steps on behalf of itself, either in its individual capacity as a public body corporate and politic, or in its capacity as general partner of the Partnership on behalf of the Partnership, in connection with obtaining the State Financing, the County Financing and the ARCH Financing, including, without limitation, submitting applications for funding. Each Authorized Representative is authorized and directed to negotiate, execute and deliver on behalf of the Authority, either in its individual capacity as a public body corporate and politic, or in its capacity as general partner of the Partnership on behalf of the Partnership, those documents reasonably required to close on the State Financing, the County Financing and the ARCH Financing, including but not limited to, such contracts, funding agreements, loan agreements, notes, deeds of trust, regulatory agreements, restrictive covenants and such other documents as may be deemed reasonable by an Authorized Representative with respect to the State Financing, County Financing and the ARCH Financing.

Section 4. The Authority is authorized and directed to take such steps on behalf of itself, either in its individual capacity as a public body corporate and politic, or in its capacity as general partner of the Partnership, to provide financing for the Project in the form of the Deferred Development Fee, Seller Financing, Predevelopment Financing, Line of Credit Financing and Subordinate Loan, which financing may be in the form of loans or capital contributions. Each Authorized Representative is authorized and directed to negotiate, execute and deliver on behalf of the Authority, either in its individual capacity as a public body corporate and politic, or in its capacity as general partner of the Partnership on behalf of the Partnership, those documents reasonably required to close on the Deferred Development Fee, Seller Financing, Predevelopment Financing, Line of Credit Financing and Subordinate Loan as may be deemed reasonable by an Authorized Representative.

Section 5. The Authority is authorized and directed to enter into the Lease, Condominium Documents, Easements and the Project Financing, and each Authorized Representative is authorized and directed to take any other action and to execute such other documents on behalf of the Authority as may be required to be taken or executed by the Authority, on behalf of itself, in its individual capacity as a public body corporate and politic, as lessor, lender or in its capacity as general partner of the Partnership on behalf of the Partnership, in connection with the Lease, Condominium Documents, Easements and the Project Financing and the negotiation, execution, and delivery of such documents as may be deemed reasonable by an Authorized Representative with respect to the foregoing.

Section 6. The Board hereby authorizes each of the following, and each of them acting alone, on behalf of the Authority, in its individual capacity as a public body corporate and politic and/or as general partner of the Partnership on behalf of the Partnership, to negotiate, approve, execute, deliver, and file or record (or cause to be filed and recorded) any and all contracts, agreements, certifications or other documents in connection with the Authority's development of the Property in order to give effect to this resolution and to consummate the transactions contemplated herein: the President / Chief Executive Officer, Robin Walls; or Executive Vice President of Development and Asset Management / Chief Development Officer, Lauren Mathisen (each, an "***Authorized Representative***" and, collectively, the "***Authorized Representatives***"). The foregoing includes, without limitation, the Condominium Documents, all contracts, agreements, options, deeds, certifications or other documents in connection with the Authority's sale or lease of a portion of the Property and/or the Commercial Units pursuant to this resolution. The Authorized Representatives, 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 general partner of the Partnership on behalf of the Partnership, under the provisions of or as necessary to carry out the transactions contemplated by this resolution.

Section 7. The Authority is authorized to expend such funds as are necessary to pay for all surveying fees, filing fees, application fees, registration fees, permit fees and other costs relating to the actions authorized by this resolution. Each Authorized Representative is further authorized to take such further actions including, but not limited to, the execution, delivery and, if applicable, filing (or to cause to be executed, delivered and, if applicable, filed) of any government forms, affidavits, certificates, letters, documents, agreements and instruments that such Authorized Representative determines to be necessary or advisable to give effect to this resolution and to consummate the transactions contemplated herein.

Section 8. Notwithstanding any other Authority resolution, rule, policy, or procedure, the Authorized Representatives, and each of them acting alone, are authorized 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 Representative's judgment may be necessary or desirable to give effect to this resolution and to consummate the transactions contemplated herein.

Section 9. While the titles of and parties to the 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 10. Any actions of the Authority or its officers and employees, including the Authorized Representatives, prior to the date hereof and consistent with the terms of this resolution are ratified and confirmed.

Section 11. This resolution shall be in full force and effect from and after its adoption and approval.

**ADOPTED AT THE ANNUAL MEETING OF THE BOARD OF
COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF KING AT
AN OPEN PUBLIC MEETING THIS 18th DAY OF MAY, 2026.**

**HOUSING AUTHORITY OF THE COUNTY
OF KING**

By:

JERRY LEE, Chair
Board of Commissioners

ATTEST:

ROBIN WALLS
President/Chief Executive Officer and
Secretary-Treasurer

CERTIFICATE

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

1. That the attached Resolution No. 5828 (the “Resolution”) is a true and correct copy of the resolution of the Board of Commissioners (the “Board”) of the Authority, as adopted at a meeting of the Authority held on May 18, 2026, 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.

3. That such meeting was duly convened, included an opportunity for public comment, and was held in all respects in accordance with law, and, to the extent required by law, due and proper notice of such 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 this 18th day of May 2026.

Robin Walls, President/Chief Executive Officer and
Secretary-Treasurer

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King County
Housing
Authority

Dream to Keys

Housing Choice Voucher Homeownership
Program Update





What is a Housing Choice Voucher (HCV) Homeownership Program?

Allows participants to use a voucher to pay for **a part** of their monthly mortgage.



Opening the Door: Eligibility Criteria

Resident of KCHA for past 12 months and in good standing

First time homebuyer

Employed full-time for previous 12 months*

Make at least WA State minimum wage or SSI/SSD

Have a 3% down payment, 1% from own resources

Completed HUD Counseling

Qualify for a loan independently

Building Momentum: Early Successes

Dream to Keys launched in July 2025



1,167

Registered for Info Session



562

Attended Info Session



168

Expressed interest to move forward



24

MAP Pre-Approval



4

Loan Pre-Approval

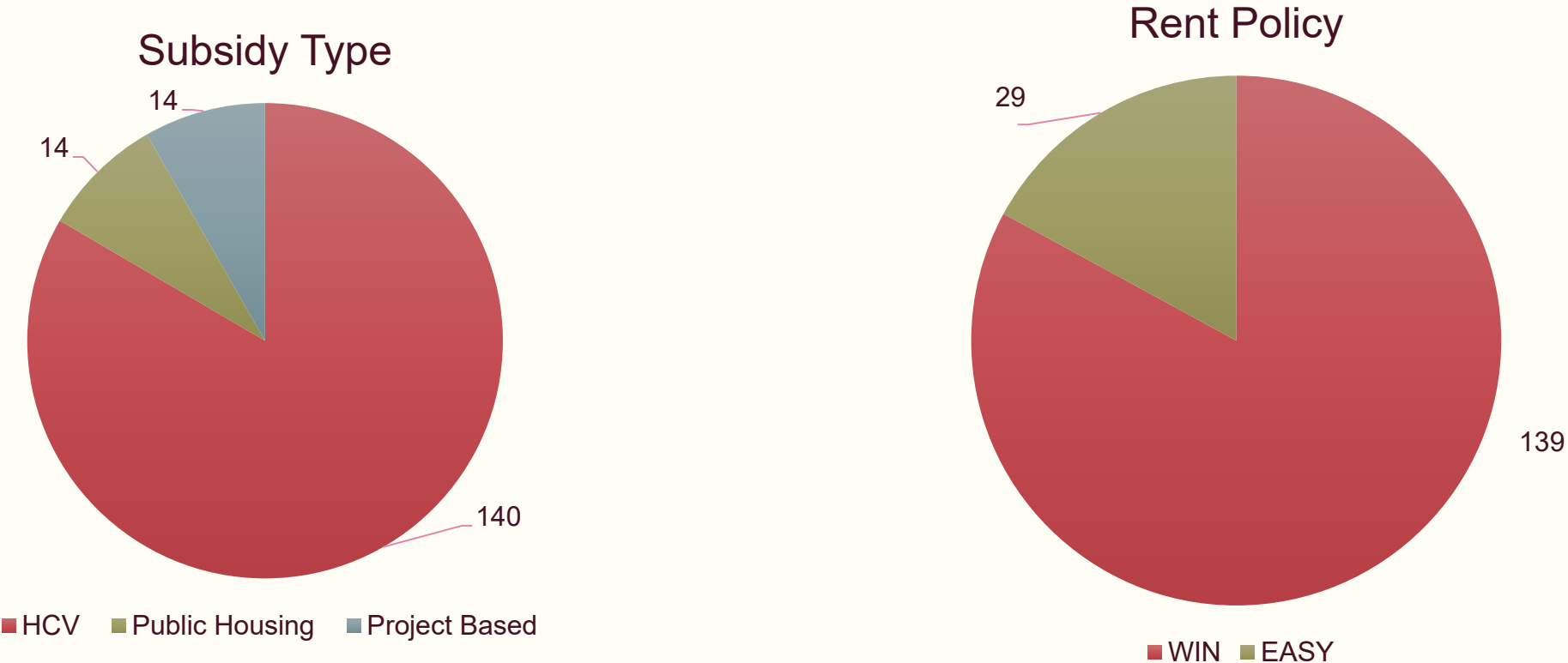


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Closings

Program Clients: Subsidy Type

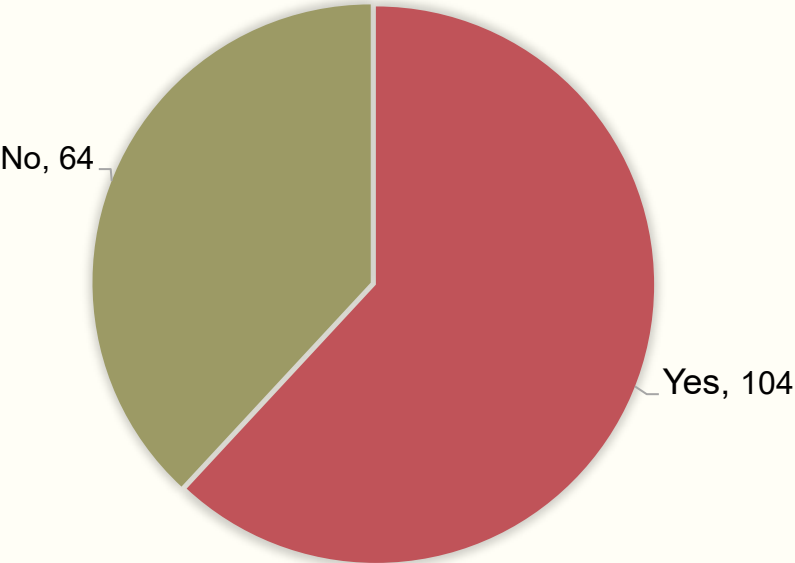
Most interested clients have a housing choice voucher and are under the WIN rent policy



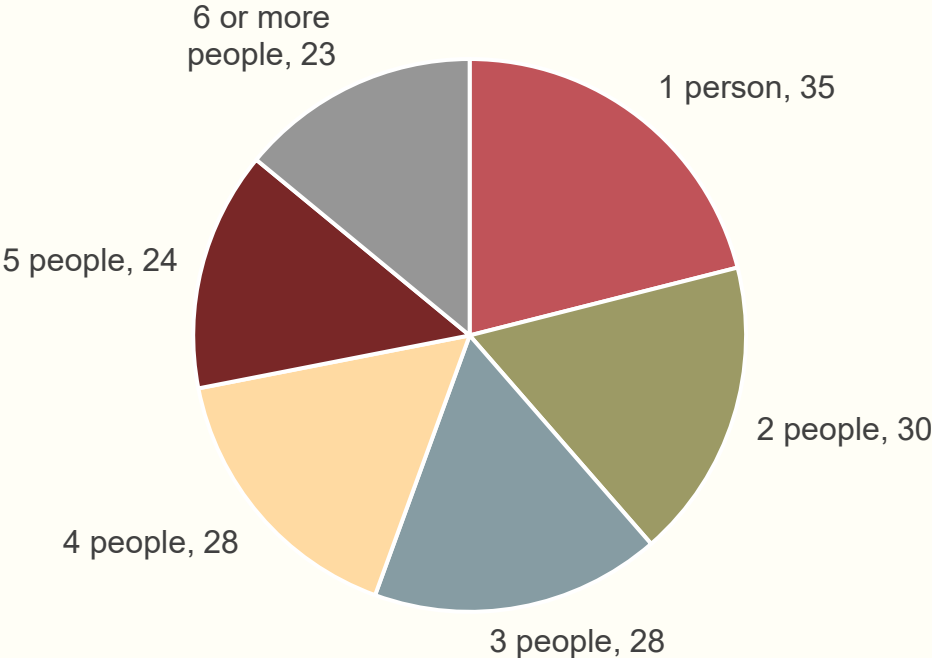
Program Clients: Household Characteristics

Most of the households interested in the program have dependents.

Dependents in Household

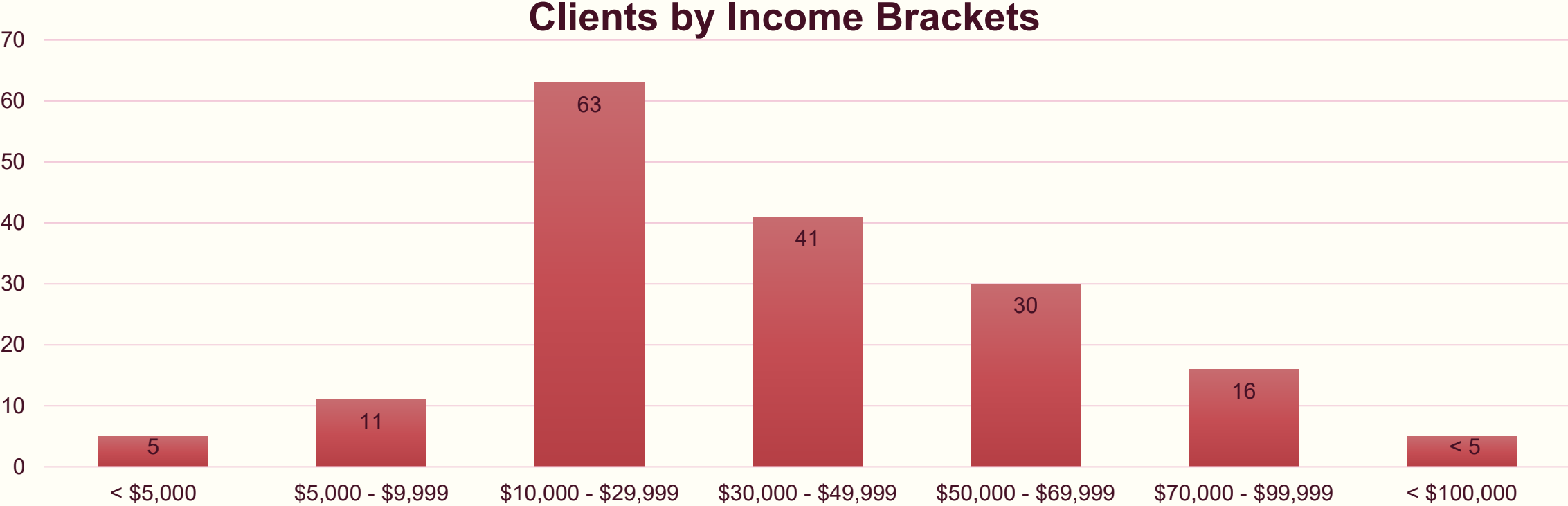


Household Size



Program Clients: Income

Interested households have a range of incomes.



Real Life Homeownership Scenario

- 🏠 Purchase Price: \$461,250
- 🏠 Loan Amount: \$415,000
- 🏠 Monthly Mortgage Payment: \$3,237
- 🏠 KCHA MAP: \$1,641
- 🏠 Homeowner/Tenant Portion: \$1,596



Hurdles Before the Threshold: Addressing Challenges

- 🏠 Credit
- 🏠 Savings/down payment
- 🏠 Affordable housing stock
- 🏠 Resetting expectations



Dream to Keys: Scale, Sustainability and Support



Scale

Expanding Program Access

Increasing Program Awareness

Regional Resources for PHA Program Design



Sustainability

Agency Partner Literacy Workshops & Homebuyer Education

KCHA Financial Literacy Workshops

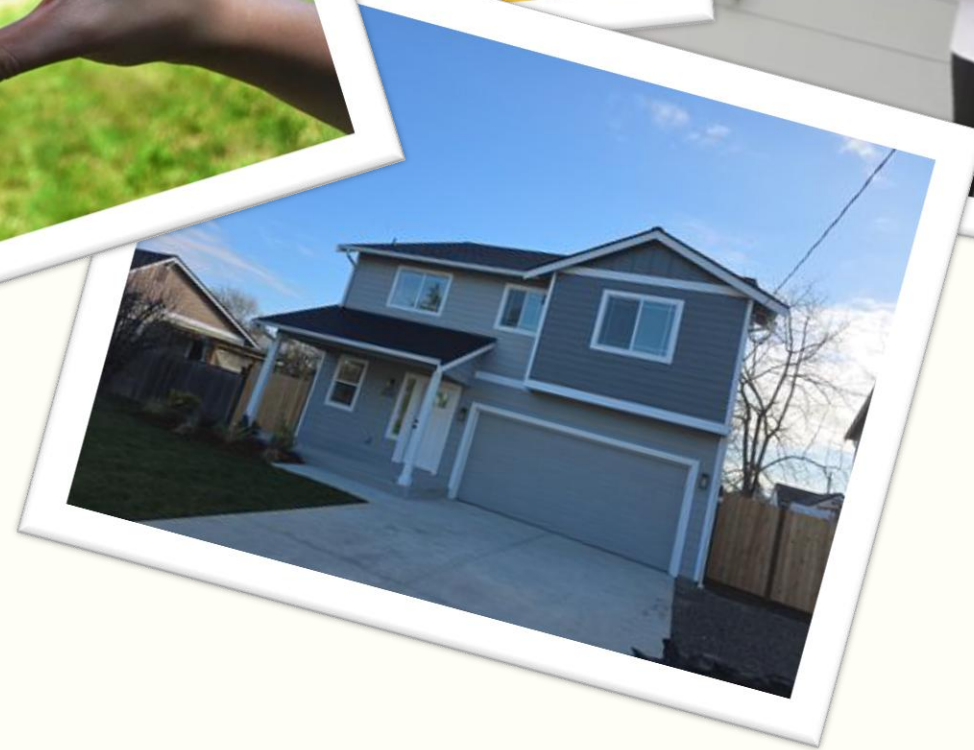
Strengthen Partnerships



Support & Housing Stability

Develop post-purchase counseling services

Provide ongoing guidance and resources



Questions?

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King County
Housing
Authority

Asset Management

Bond & Acquisition Program Overview

KCHA Board of Commissioners

May 2026



Asset Management Structure

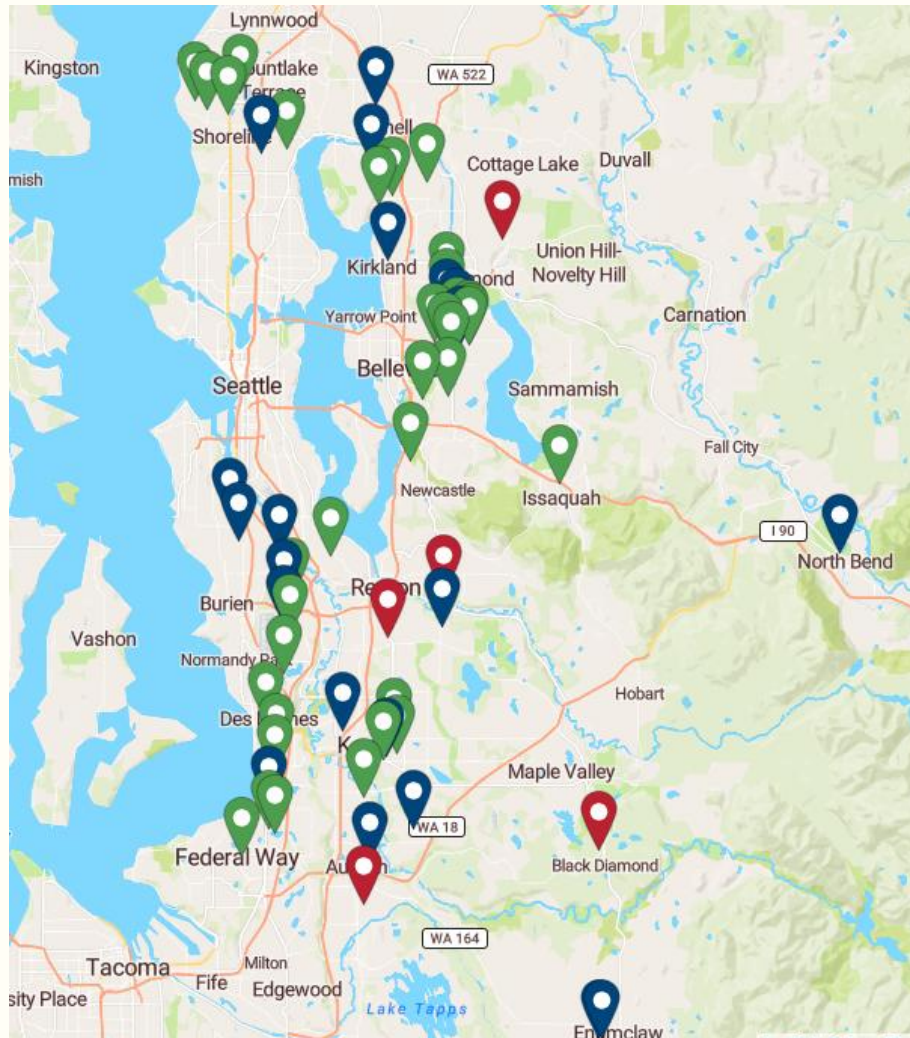
🏠 Major Programs

- Bond / Workforce Housing
- Home Ownership
- Tax Credit

🏠 Capital Construction

- Recapitalization
- Major Rehabs and New Construction

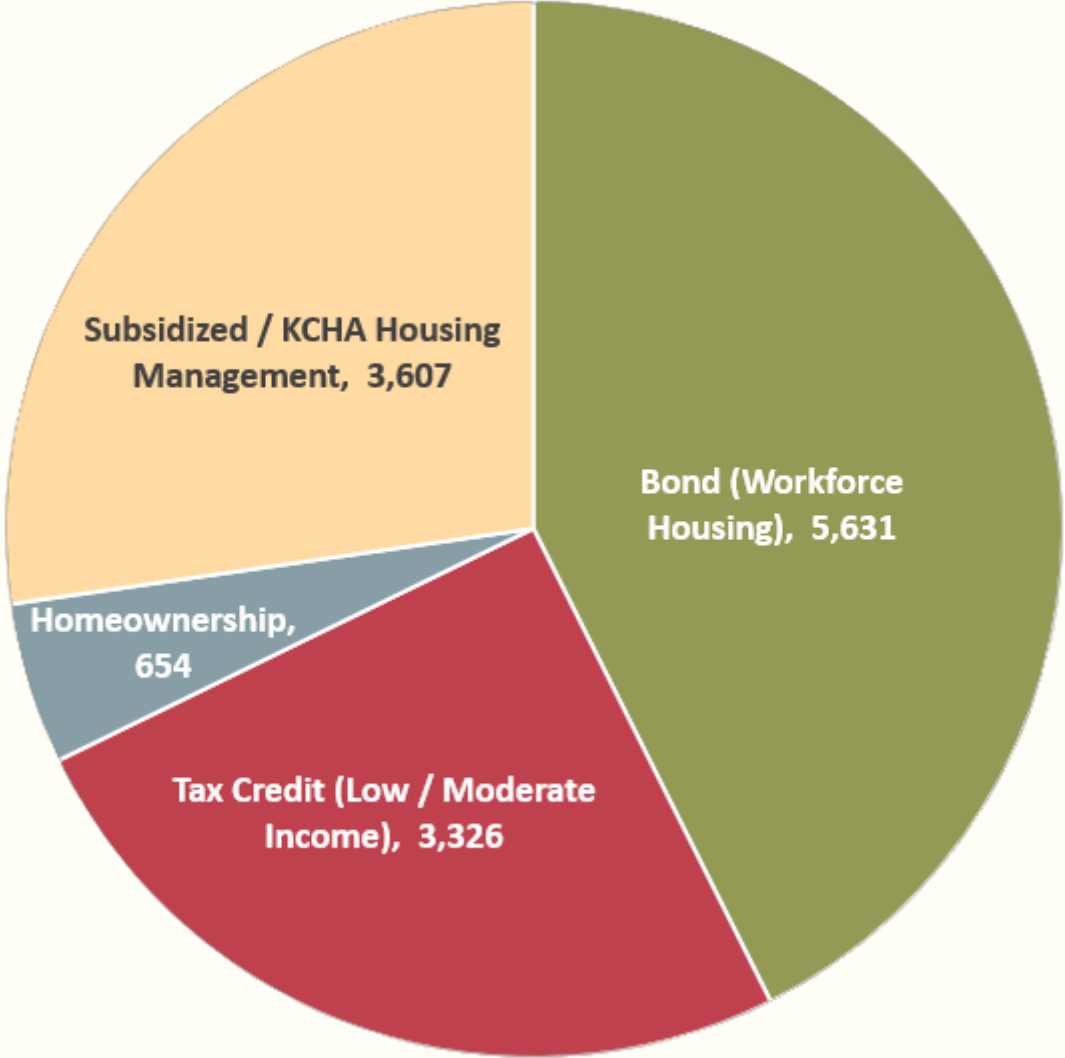
Asset Management Portfolio



- 🏠 67 Properties across King County
- 🏠 9,611 Housing Units
 - Bond (Workforce)
 - Tax Credit (Low to Moderate Income)
 - Homeownership (Manufactured Housing)
- 🏠 Average Property Size - 150 Units

- Tax Credit (Low to Moderate)
- Bond Financed (Workforce)
- Homeownership

KCHA Portfolio



Bond Program Overview

- 🏠 Acquisitions began in early 1990
- 🏠 Workforce housing
- 🏠 Target rents at 15-20% below market
- 🏠 Not federally subsidized
- 🏠 Managed by 3rd party property managers
- 🏠 Averaged one acquisition per year since 2000
- 🏠 Primarily financed with tax-exempt bonds



Villages at South Station

Major Priorities of the Bond Program

- 🏠 Increase and preserve affordable housing in communities across King County
- 🏠 Focus on moderate-income or workforce housing; below market rents
- 🏠 Properties deliver steady non-federal cash flow
 - Capital projects, acquisitions, development activity, agency operations & programs
- 🏠 Maintain stable, high-quality properties
 - Good resident experience, resiliency to market volatility
- 🏠 Proactive capital planning
- 🏠 Innovative financing strategies leveraging portfolio to serve more people
- 🏠 Sound financial and regulatory compliance



Financing



Financing Strategies

- 🏠 Line of Credit
 - Often utilized as bridge financing for acquisition and development activity
 - Intended for short term use
- 🏠 Tax-Exempt Bonds
 - Properties pooled together to leverage debt
 - Properties with cash flow subsidize newer acquisitions
 - Each property pays allocation based on cash flow
- 🏠 Other Funders
 - Partnerships with Amazon and Microsoft
- 🏠 Tax Credit
 - Used for major rehabs or redevelopment



Acquisitions



Acquisition Program Goals and Strategies

- 🏠 Preservation of HUD subsidized housing
 - Kirkland Heights, Juanita View and Henry House
- 🏠 Transit oriented developments
 - Brier Woods, Riverstone and Villages at South Station
- 🏠 High opportunity areas
 - Focus on eastside properties
- 🏠 Partnership with Amazon and Microsoft
 - Amazon: Argyle, Carrington, Hampton Greens, Pinewood, Sandpiper & Surrey Downs
 - Microsoft: Emerson, Kendall Ridge and Riverstone
- 🏠 Economic scale or family sized units
 - Ballinger Commons, Sterling Ridge and Haven
- 🏠 Properties at risk of large rent increases

Ballinger Commons

- 🏠 Largest single acquisition in KCHA history — 485 units on 78 acres in Shoreline
- 🏠 Preserved affordability amid rapidly rising rents in a high-opportunity neighborhood
- 🏠 Prevented potential rent increases of \$150–\$300 per unit under new private ownership
- 🏠 Near Aurora Village Transit Center and future light rail at 185th Street
- 🏠 Board authorized acquisition in October 2017; closed January 2018



Henry House



- 🏠 Preserved 54 units of affordable housing in Shoreline's Richmond Beach neighborhood
- 🏠 Protected 39 HUD project-based subsidies at risk of loss under private ownership
- 🏠 Addressed rising rents threatening housing stability for lower-income residents
- 🏠 Board authorized acquisition in November 2023; closed March 2024
- 🏠 Permanently financed through KCHA's pooled tax-exempt bond program



Questions?



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May 2026 | Produced by Jessica de Barros, VP of Policy & Intergovernmental Affairs

Summary

The 2026 State Legislative Session was the second in the two-year budget cycle, with legislators limited to 60 days to pursue new policy initiatives and make updates to the 2025 – 2027 Biennial Operating and Capital Budgets. Due to the short timeframe and concerning budget outlook, housing advocates hoped to make progress on a narrow set of issues. Legislators made more progress than expected, passing significant changes to affordable housing policy and increasing investments in weatherization and the Housing Trust Fund. The Legislature considered more than 2,000 bills and passed more than 260 bills this session. For a quick refresher on the legislative process, please refer to [this step-by-step explanation from the Washington State Legislature](#).

Sessions highlights that are particularly relevant to KCHA and the regional affordable housing landscape include:

- \$11 million in new weatherization funding
- \$123 million in new Housing Trust Fund investments, plus an additional \$77 million for other housing programs for a total of \$200 million for 2026, bringing the biennial investment in affordable housing to more than \$800 million.
- \$15 million for backfilling Continuums of Care, \$62 million for affordable housing operations, maintenance and services costs, and \$3 million for right to counsel
- \$313,000 to support the Governor’s Housing Task Force on the establishment of a Department of Housing
- \$400,000 for the Department of Commerce to develop a housing accelerator framework
- New tenant rights bills related to cooling, smart access systems, and notices

The supplemental capital budget provides \$16.6 billion and the supplemental operating budget provides \$80.2 billion. The Legislature balanced the operating budget by using Rainy Day funds and the Public Works Assistance Account, and by restructuring and making reductions to programs including Working Connections Child Care, Apple Health, WorkFirst, and Transition to Kindergarten.

Additionally, in December 2025, Governor Ferguson issued an [Executive Order](#) to create a Task Force to establish a State Department of Housing. The Association of Washington Housing Authorities (AWHA) is represented on the Task Force, which is directed to produce a written report of recommendations by November 15, 2026.

KCHA advocates on its own and in close partnership with industry and community organizations, including AWHA, the Housing Development Consortium of Seattle-King County (HDC), the Washington Low Income Housing Alliance (WLIHA), and the Washington State Community Action Partnership (WSCAP). This write-up emphasizes bills that are most relevant to KCHA.

NOTE: ♦ Indicates areas where KCHA invested greater capacity to pass, negotiate, or oppose.

KCHA Priority Legislation

Community-Scaled Weatherization [HB 2338](#) (Enacted) KCHA Supported ♦♦♦

WSCAP, in partnership with KCHA and other members, designed and passed this bill authorizing community scaled weatherization projects. This bill allows weatherization agencies including KCHA to carry out larger, community-scale projects that serve multiple homes under the umbrella of one larger project, allows for more flexibility to combine funding sources for weatherization, and increases the number of homes KCHA can reach. Additionally, \$10 million in new weatherization funding was included in the supplemental Capital Budget. KCHA is expected to receive additional funding as a result of this bill and budget increase.

Significant Affordable Housing Legislation

OMS Funding Flexibility [SB 6027](#) (Enacted) AWAH Supported ♦

Creates additional flexibility for the use of affordable housing funding through city and county sales and use tax collected for housing and related services. Currently, funds may be used for operations, maintenance and services (OMS) for constructing or acquiring affordable housing or behavioral health-related facilities. This bill expands the allowable uses to include: rehabilitation of existing facilities; emergency, transitional and supportive housing; and rental assistance.

KCHA Implications: Indirect impact. Expands flexibility for the use of funds that KCHA may apply to cities for to support rehabilitation or development of affordable housing.

Affordable Housing Sales & Use Tax Remittance [HB 1717](#) (Did not Pass) AWAH Supported ♦

Creates a sales and use tax remittance program for affordable housing.

KCHA Implications: Would have allowed certain KCHA's tax-partnership projects to be eligible for reimbursement on sales and use tax on construction materials and labor.

STEP Housing [HB 2266](#) (Enacted) AWAH Supported ♦

Promotes the siting of Shelter, Transitional, Emergency, and Permanent Supportive (STEP) housing, by requiring local governments to approve permit applications fairly, in the same manner as other residential use permits are considered.

KCHA Implications: Indirect impact. KCHA invests Project-Based Vouchers (PBVs) in STEP housing, and this law will encourage expansion and siting of such projects.

Revolving Loan Fund for Homeownership [SB 6028](#) (Did not Pass) AWAH Supported ♦

Establishes a revolving loan fund for mixed-income affordable homeownership development. Eligible organizations to administer loans include PHAs.

KCHA Implications: KCHA would have been eligible to finance mixed-income affordable homeownership development, subject to available funds.

Affordable Housing on College Lands [SB 5729](#) (Did not Pass) AWAH Supported ♦

Expands affordable housing opportunities on community and technical college lands.

KCHA Implications: Indirect impact. KCHA invests in While in School Housing (WISH), housing subsidies for Highline College students. Passage of this bill could have enabled expansion or replication of this model.

Housing Assistance Pilot for Foster Youth [HB 2455/SB 5940](#) (Did not Pass) AWAH Supported ♦♦

Creates a two-year pilot program to provide rental assistance for up to 50 youth enrolled in extended foster care.

KCHA Implications: Foster youth in KCHA's jurisdiction could have potentially benefitted from this bill, although the pilot was capped to 50 youth across the state.

Regional Land Banking [HB 1974](#) (Enacted) AWAH Supported ♦

Allows a city or county to authorize a public corporation, housing authority, or nonprofit organization to operate as a land bank authority and receive priority access to tax foreclosed property and property tax exemptions.

KCHA Implications: No direct impact. Housing authorities would be eligible to become land banking entities, but not required to. KCHA is not considering this option at this time.

Real Estate Excise Tax [HB 2442](#) (Enacted) AWAH Supported ♦

Expands the authorized uses of local real estate excise tax revenues to local governments and authorizes local sales and use tax revenues to be used for housing and related services.

KCHA Implications: No direct impact. Would support affordable housing providers and local government in the region to build more and sustain housing programs.

Residential Development in Commercial & Mixed Use Zones [SB 6026](#) (Enacted) (No Position)

Authorizes residential development in commercial and mixed-use zones under certain conditions.

KCHA Implications: No direct impact.

Landlord-Tenant Issues

Smart Access Locks [SB 5937](#) (Enacted) AWAH Provided Feedback (No Position) ♦♦♦

Amends the residential landlord-tenant act to require landlords (if requested) to offer an alternative key that does not use biometric identifier information or a software application operated on a tenant's mobile phone or other similar electronic device. Landlords must also provide a privacy policy that addresses use of any smart access system in use. This bill furthermore sets restrictions on data collection and use.

KCHA Implications: As a landlord, KCHA will be required to create a privacy policy addressing smart access systems. KCHA does not collect biometric data through smart access systems in rental properties.



Cooling Devices [HB 6200](#) (Enacted) AWAH Opposed ♦♦♦

Restricts residential landlords and owners of mobile home parks from prohibiting or restricting tenants from installing a portable cooling device of the tenant's choosing, with certain exceptions. Requires the tenant to give the landlord at least 2 days notice of installation of a window-mounted device, and allows a landlord to restrict a window-mounted device under certain circumstances. Prohibits landlords from requiring a fee for use or installation of a cooling device. The lease must notify tenants of their rights, responsibilities, and restrictions.

KCHA Implications: As a landlord, KCHA will be required to allow tenants to install cooling devices, and must update all lease templates to add tenant rights, responsibilities, and restrictions associated with this law.

Rent Increase Notices [SB 2452](#) (Enacted) AWAH Supported ♦

Amends the manufactured home landlord-tenant act to remove the requirement to serve rent increases personally or by certified mail.

KCHA Implications: As a landlord, KCHA will no longer be required to serve rent increase notices personally or by certified mail. Rent increase notices may be served by personal delivery, or if the tenant is absent from the home, by affixing a copy of the notice in a conspicuous place on the home and also mailing a copy to the tenant's last known address.

Unlawful Detainer Notices [HB 2664](#) (Enacted) AWAH Supported ♦

Amends the unlawful detainer statute to remove the requirement that mailed notices be by certified mail.

KCHA Implications: As a landlord, KCHA will no longer be required to serve unlawful detainer notices by certified mail. Unlawful detainer notices may be served by other means including personal delivery, leaving a copy with a person of suitable age and discretion at the premises, sending a copy through the mail, affixing a copy of the notice in a conspicuous place on the premises, and other means.

Labor Issues

Immigrant Worker Protections [HB 2105](#) (Enacted) AWAH Provided Feedback (No Position) ♦♦♦

This bill, developed by the Washington State Attorney General's (AG) Office, requires employers to post and distribute notices to its workers within 5 days of receiving a Notice of Inspection of Employment Eligibility Verification Forms (I-9) from a federal agency. A second notice is required to be sent to affected employees within 5 days of receiving the results on any inspection. Employers will be required to post a notice about this law in a conspicuous place. The bill also provides for the AG to investigate employers for alleged violations and pursue legal action and damages. Employers found to have violated the law will be fined \$500 per instance/worker.

KCHA Implications: As an employer, KCHA will be required to post a new notice about this law and notify affected employees within 5 days before and after an inspection.

Prevailing Wage [SB 5061](#) (Did not Pass) (No Position) ♦♦♦

Requires certain wages in public works contracts to be at least the prevailing wage in effect when the work is performed.

KCHA Implications: As a developer, KCHA would have been required to budget for and pay the residential prevailing wages in effect when work was performed, instead of the prevailing wages in effect when the contract was bid, for residential construction up beyond four stories. Residential prevailing wages increase unpredictably, which could have hindered KCHA's ability to finance more affordable housing.

Other Legislation of Note

Millionaire's Tax [SB 6346](#) (Passed) (No Position)

Establishes a tax of 9.9% on an individual's receipt of income exceeding \$1 million beginning in 2028. Revenues would be used to support: city and county public defense services; the Working Families Tax Credit; business and occupation tax credits and expanded thresholds; sales and use tax exemption for grooming and hygiene products and specified services. A lawsuit has been filed to challenge this new law; it is likely to make its way through court and ballot challenges before being implemented.

KCHA Implications: No direct impact.

Budget Highlights

2026 Supplemental Biennial Capital Budget

	Category	2026 Supp. Capital Budget
Housing Trust Fund	Affordable Homeownership	\$55,000,000
	New Multifamily/Rental Units	\$50,000,000
	Preservation	\$40,000,000
	Specified Projects	\$23,836,000
	Farmworker Housing	\$8,300,000
	Affordable Housing Repair Fund	\$5,000,000
	Offsets	(\$58,750,000)
	Total	\$123,386,000

Additional Housing or Housing Related Funding	2026 Supp. Capital Budget
Multifamily Building Efficiency Grants	\$10,000,000
Weatherization	\$11,000,000
Behavioral Health Community Capacity Grants	\$150,000,000

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King County
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RAD Conversion Update

Repositioning KCHA's public housing portfolio to the Section 8 program through HUD's Rental Assistance Demonstration (RAD) program.

March 18, 2026



KCHA's RAD Conversion Plan

- 🏠 Reposition KCHA's Public Housing properties to the Section 8 program through HUD's **Rental Assistance Demonstration** (RAD) program.
- 🏠 Convert all **2,453** public housing units to RAD **Project-Based Vouchers** (PBVs).

Reasoning

- 🏠 Repositioning our public housing units to the Section 8 program through RAD conversion would provide greater assurance of long-term funding stability while preserving deep rental subsidies for residents.

Background

- 🏠 **May 2025** – Board adopted **Resolution No. 5793** approving submission of a RAD **Portfolio Award** application (to convert up to 2,453 total public housing units in the future), and RAD **applications for six properties** for conversion to RAD PBV.
 - **Submitted** applications in June '25, **Approved** by HUD in August/September '25
- 🏠 **July 2025** – Board adopted **Resolution No. 5799** approving RAD Amendment to MTW Plan.
- 🏠 **November 2025** - Board adopted **Resolution No. 5809** approving submission of RAD applications for **seven properties** for conversion to RAD PBV.
 - **Submitted** application in December '25, **Approved** by HUD in February '26

Phased Approach

🏠 KCHA plans to convert our public housing inventory to the Section 8 program in **groups** (cohorts)

Property Name	RAD Cohort	Public Housing Units
Briarwood	1	70
Brittany Park	1	43
Lake House	1	70
Munro Manor	1	60
Riverton Terrace II	1	30
Yardley Arms	1	67
Boulevard Manor	2	70
Burndale Homes	2	50
Firwood Circle	2	50
Paramount House	2	70
Southridge House	2	80
Valli Kee Homes	2	115
Eastside Terrace	2	50
Casa Juanita	3	80
College Place	3	51
Forest Glen	3	40
Northlake House	3	38
Westminster Manor	3	59

Property Name	RAD Cohort	Public Housing Units
Brookside	4	16
Nia Apartments	4	40
Northwood	4	34
Pacific Court	4	32
Salmon Creek	4	50
Seola Crossing	4	77
Shelcor	4	8
Vantage Point	4	77
Ballinger Homes	5	110
Burien Park	5	102
Casa Madrona	5	70
Cascade Apartments	5	108
Gustaves Manor	5	35
Mardi Gras	5	61
Northridge House	5	140
Peppertree	5	28
Plaza Seventeen	5	70
Wayland Arms	5	67

Property Name	RAD Cohort	Public Housing Units
Eastbridge	6	13
Fairwind	6	87
Houghton	6	10
Island Crest	6	17
Kirkland Place	6	9
Northwood Square	6	24
Park Royal	6	23
Sixth Place	6	24
Village Plaza	6	3
Zephyr	6	25

Phased Approach

We are still early in the RAD conversion process and KCHA's plans are subject to change

Changes since we last met are **highlighted** below.

RAD Cohort / Application Group	Units	Type of Conversion	Resident Notice – Initial Engagement	Estimated Closing	Status
Cohort 1	340	Subsidy Only (no-debt)	Q2 2025	Q3 2026	Invited to submit Financing Plan
Cohort 2	485	Subsidy Only (no-debt)	Q3 2025	Q4 2026	Application Approved
Cohort 3	269	Construction Blend	Q2 2026	Q3 2027	Initiating
Cohort 4	321-343	Subsidy Only (no-debt)	Q3 2026	Q4 2027	Planning
Cohort 5	793	Construction Blend - LIHTC	Q3 2026		
Cohort 6	245-250	Small PHA Blend	TBD		

Cohort 4 resident meeting postponed until June/July.

Since we last met in March

22
meetings

Cohort 1

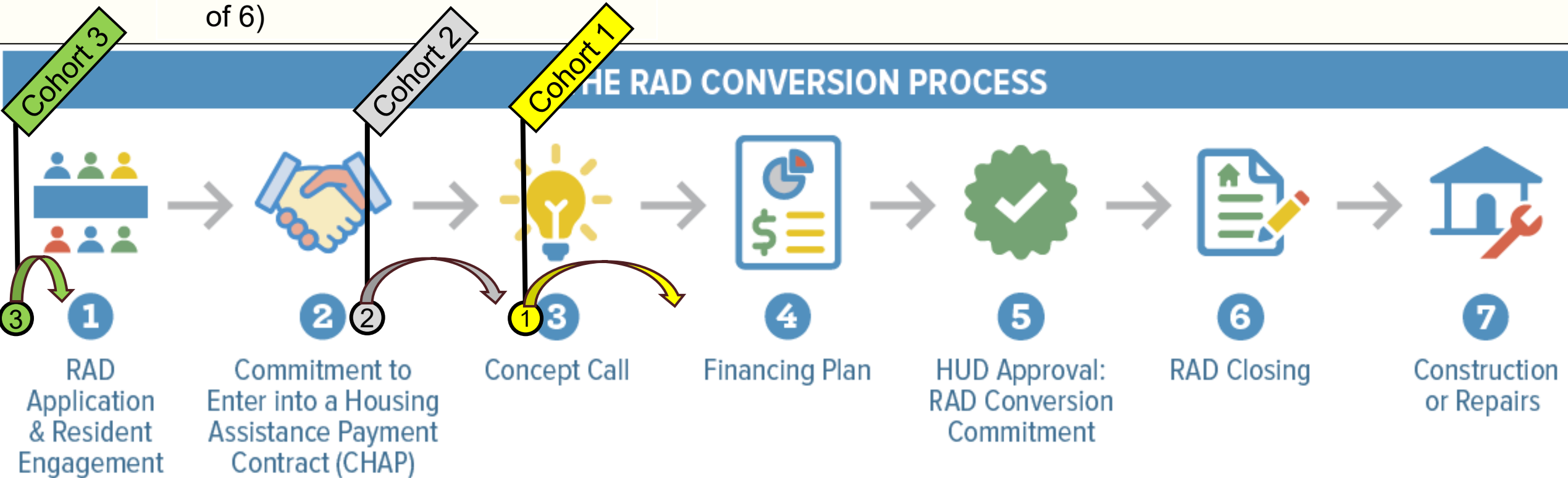
- 5 resident meetings
- Concept Call with HUD (4 of 6)
- Invitation to submit Fin. Plan (4 of 6)

Cohort 2

- 14 resident meetings
- Developed Work Plan

Cohort 3

- Issued RAD Notice
- 3 resident meetings

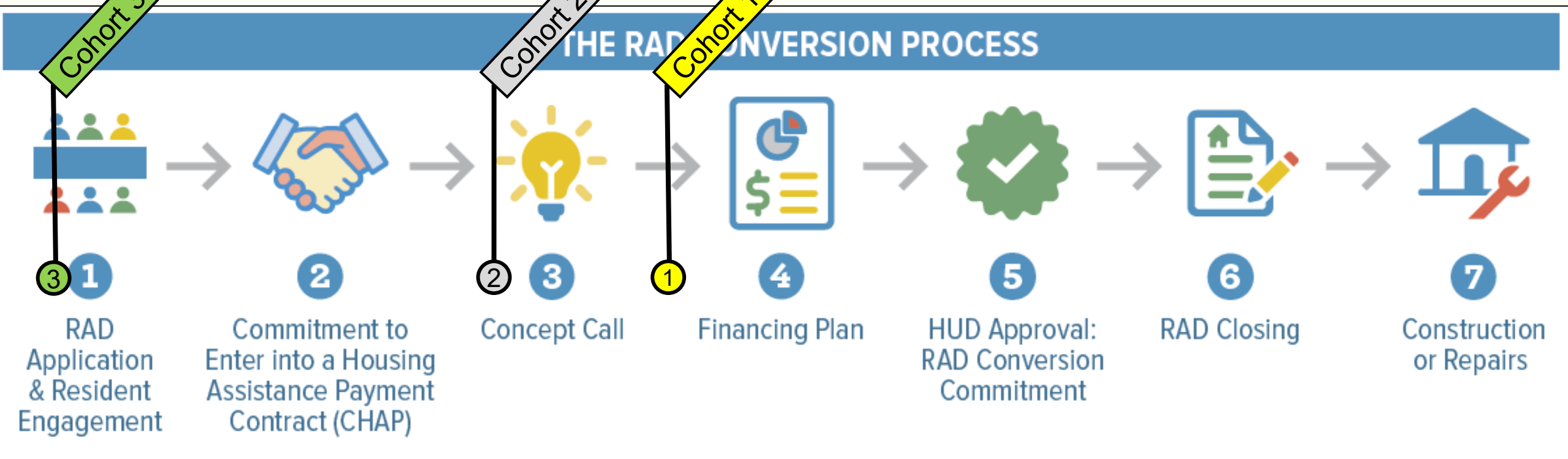


34% of our Public Housing units have begun the RAD conversion process

RAD Conversion Milestones

0. RAD Portfolio Award
1. RAD Application
2. HUD Initial Approval (CHAP)
3. Concept Call
4. Financing Plan
5. HUD Approval (RCC)
6. Closing
7. Repairs & Renovation Completed

Total Units	% of Public Housing
2453	100%
825	34%
825	34%
0	0%
0	0%
0	0%
0	0%
0	0%
0	0%



In-Process RAD Conversions (825 units)

9% of households in Cohort 2 will need to temporarily relocate for KCHA to address RAD required repairs

RAD Application Group (Cohort)	# Units	% of Portfolio Award	Temporary Relocation (# Units)	Temporary Relocation (Days)
Cohort 1 - Subsidy-only (no debt)	340	14%	54 units	~4 days
Briarwood	70	2.9%	42 units	3-4 days
Brittany Park	43	1.8%	12 units	3-4 days
Lake House	70	2.9%	0	0
Munro Manor	60	2.4%	0	0
Riverton Terrace II	30	1.2%	0	0
Yardley Arms	67	2.7%	0	0
Cohort 2 - Subsidy-only (no debt)	485	20%	42 units	~4 days
Boulevard Manor	70	2.9%	0	0
Burndale Homes	50	2.0%	0	0
Eastside Terrace	50	2.0%	0	0
Firwood Circle	50	2.0%	0	0
Paramount House	70	2.9%	42 units	3-4 days
Southridge House	80	3.3%	0	0
Valli Kee	115	4.7%	0	0

Next

- 🏠 **June 2026** – Return to Board of Commissioner to seek authorization for submission of RAD applications to convert **five properties (Cohort 3)** to RAD PBV through a RAD Construction Blend.

Questions?

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May 18, 2026

KCHA

IN THE NEWS

4/16/2026

King County Housing Authority supports staff and residents with Microsoft 365 Copilot

Share the story 



[Executive summary](#)

Executive summary

King County Housing Authority supports thousands of residents with a small team managing complex work and public accountability. Leaders needed a safe, responsible way to introduce AI without increasing risk or burnout.

KCHA chose Microsoft 365 Copilot to introduce AI inside the tools staff already use, enabling secure, compliant adoption aligned with public sector requirements.

Copilot helped KCHA reduce friction, improve communication, and strengthen institutional knowledge—supporting staff wellbeing while enabling better service for residents.

Read the story



Small team. Big mission. How King County Housing Authority is bringing AI to the work that matters most

Every day, the King County Housing Authority (KCHA) works to ensure housing stability for tens of thousands of people across King County, Washington—a vast and diverse region in the Pacific Northwest, from the urban core of Seattle along the Puget Sound to suburban and rural communities beyond.

For KCHA's leaders, the question wasn't whether artificial intelligence would enter the workplace. It already had. The real question was how to introduce it responsibly, equitably, and in a way that truly helped people—not overwhelmed them.

Their answer: start where the work already happened.

"[Microsoft 365 Copilot](#) helps us reclaim time from routine work and reinvest it where it matters most. That means supporting residents, improving services, and reducing burnout across the organization." said Steven Hellyer, Chief Technology Officer at KCHA.



[More about this diagram >](#)

A mission that demands clarity, trust, and care

KCHA doesn't just provide housing. It helps families build long term stability: connecting residents to food, healthcare, education, and employment services. This mission is fundamentally about people, relying on open communication, good judgment, and strong relationships built on trust.

But the internal reality was challenging. Staff were balancing growing workloads, dense policy documentation, scattered information, and countless meetings. Writing, summarizing, researching, and documenting took time. Often time that could have been spent supporting residents and strengthening their communities.

Leaders at KCHA recognized a familiar tension: the mission was expanding, but capacity wasn't.

"We have a small staff doing incredibly complex, mission critical work," said Hellyer. "Our responsibility was to support that workforce by removing friction—not adding to it."

That people-first lens was essential, especially at a time when teams were already stretched thin. "People were already carrying a lot. If we were going to introduce something new, it had to genuinely help—not create more anxiety or more work." said Tonya Harlan, Chief People Officer at KCHA. KCHA's leadership looked at generative AI to protect people's time, reduce burnout, and strengthen the workforce.

Meeting people where they are, with guardrails in place

From the beginning, KCHA was clear about what mattered most: security, compliance, and trust. As a public sector organization, records retention, accessibility, and data protection were non-negotiable.

That made Copilot a natural fit. "As a public agency, we have a responsibility to protect data, comply with records requirements, and maintain trust. Copilot gave us a way to move forward with AI inside the guardrails we already rely on." said Hellyer.



"As a public agency, we have a responsibility to protect data, comply with records requirements, and maintain trust. Copilot gave us a way to move forward with AI inside the guardrails we already rely on."

Steven Hellyer, Chief Technology Officer, KCHA



[More about this diagram >](#)

Because Copilot works inside the tools staff already use—Outlook, Teams, Word, and Excel—it lowered the barrier to entry. People didn't have to learn a brand-new system or wonder where AI "lived." It showed up where the work already happened.

"What [Microsoft Unified](#) gave us was a clear path—from where we were starting to where we wanted to go," said Hellyer. "It helped us align access, enablement, and governance into one coordinated approach that actually worked for our organization." Unified Services helped KCHA treat AI adoption not as a series of disconnected efforts, but as a single, supported journey.

"We knew people were already exploring AI tools," said Tony Tsang, IT Project Manager at KCHA. "Our goal was to put the right guardrails in place so they could use AI safely and responsibly."

"People need to feel safe using a new tool," adds Harlan. "Knowing the guardrails were in place made it easier for our teams to engage, experiment, and learn."

Adoption as a human journey—not a rollout

Instead of turning Copilot on for everyone at once, KCHA took a phased, cohort-based approach. Each group began with training focused on security and permissions, followed by practical guidance on how to use Copilot in real, everyday work.

To build confidence, the team also launched a [30 day Copilot challenge](#)—short, approachable prompts designed to encourage experimentation without pressure. Staff could try what resonated, skip what didn't, and learn at their own pace.

"We wanted Copilot to feel accessible, not intimidating," said April Godwin, Microsoft 365 Solution Architect at KCHA. "Because it's embedded in tools people already use, it met them where they were. Without adding complexity."



"Copilot became a thought partner for our team. We use it to draft scripts, build training materials, and experiment in real time. Once people saw what was possible, the fear started to fade."

Camie Whidden, Senior Learning and Development Program Manager, KCHA

Many employees were skeptical at first. Some worried about accuracy. Others worried about change itself.

"I was definitely a doubter," said Janelle Losse, Administrative Project Manager at KCHA. "I remember thinking, 'Why does my work really want us to use this?' But once I tried the challenge, I started to see how practical it could be. Now I use it all the time. I call it my bestie." Small wins began to add up.

For project managers, Copilot helped break the inertia of a blank page: turning outlines into first drafts that could be refined with confidence. "It helps me get started," Losse said. "Instead of staring at a blank screen, I can react, refine, and make it better. That alone saves time and energy."

For learning and development teams, it opened new creative possibilities. "Copilot became a thought partner for our team. We use it to draft scripts, build training materials, and experiment in real time. Once people saw what was possible, the fear started to fade," said Camie Whidden, Senior Learning and Development Program Manager at KCHA.

“It helped me slow down to speed up,” Whidden added. “I can clarify my thinking, refine my message, and communicate more intentionally. That makes me a better leader.”

As Godwin put it simply: “I love it as a thought partner—but also as a teacher. It lets people learn in the flow of their work.” That foundation of trust and skill building would later make it possible to explore more advanced capabilities—without losing momentum or confidence.

Leveling the playing field

One of the most powerful outcomes wasn't speed. It was inclusion.

Copilot helped level the playing field for people with different writing styles, communication strengths, and language backgrounds. Employees who once hesitated to share drafts began showing up more confidently knowing they could refine tone, simplify language, and tailor messages for their audience.



“Our staff still review, validate, and apply their expertise. Copilot just helps them get there faster.”

Steven Hellyer, Chief Technology Officer, KCHA



Higher confidence sharing drafts



Improved clarity across teams

Clearer communication and faster access to information meant staff could respond more quickly and consistently to resident needs—without adding strain to already stretched teams.

“It really leveled the playing field,” said Hellyer. “People with different writing styles and backgrounds can communicate more clearly and confidently.”

That confidence showed up across the organization. “I’ve seen people show up with more confidence,” said Harlan. “Copilot helped them get their ideas out clearly—without feeling intimidated.”

“Our staff still review, validate, and apply their expertise. Copilot just helps them get there faster.” Hellyer added.

In one case, Copilot helped rewrite resident facing letters—lowering reading levels and improving clarity to make communications more accessible to the community KCHA serves.

In another, it helped an employee take ownership of organization wide cultural communications, building confidence that carried across her work.

By removing friction, not their expertise, Copilot helped people start faster, communicate more clearly, and contribute more confidently.

From personal productivity to organizational impact

As adoption grew, so did ambition.

With staff comfortable using Copilot day-to-day, KCHA began exploring agents built with [Copilot Studio](#). The first use case was Ask IT, an agent designed to answer common technology questions in plain language and guide employees through next steps.



“I love it as a thought partner—but also as a teacher. It lets people learn in the flow of their work.”

“Once people were comfortable using Copilot day-to-day, it opened the door to something bigger,” said Hellyer. “We could start thinking about how AI supports the organization. Not just individual tasks.”

The goal wasn't flashy automation. It was practical support: reducing wait times, improving ticket quality, and freeing IT staff to focus on higher value work.

“Ask IT was about giving people fast, plain language answers while reducing the burden on our support teams,” adds Godwin.

Early signals were promising, and the team is already exploring what's next: HR knowledge agents, internal policy assistants, and tools that help frontline housing specialists navigate complex rules while supporting residents.

A new way to work—rooted in people

Today, Copilot is helping KCHA reclaim time, improve clarity, and strengthen institutional knowledge. Meeting summaries replace re-watches. First drafts come together faster. Information is easier to find. And confidence is higher.

By reducing administrative burden, staff can reinvest their time and energy where it matters most: serving residents, supporting communities, and delivering on a mission that changes lives.

“What we're seeing isn't just time saved,” said Hellyer. “It's capacity regained. And that allows our people to focus on higher value work that directly supports the community.”

Just as importantly, Copilot is helping KCHA retain and share knowledge across the organization. “This is where Copilot starts to feel institutional, not individual,” adds Godwin. “It helps us capture knowledge and learn in the flow of work. Not just move faster.”

For KCHA, AI isn't about doing more for the sake of efficiency. It's about doing better. Together.

“At the end of the day, this is about taking care of our people,” concludes Harlan. “When people feel supported and confident in how they work, they can show up fully for the communities we serve.”

Discover more about King County Housing Authority on [Facebook](#), [Instagram](#), [LinkedIn](#), and [YouTube](#).