

**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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**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.

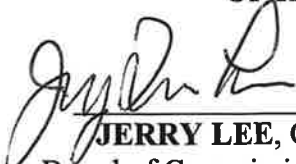
**Section 17.** **Severability.** If any provision in this resolution is declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this resolution and shall in no way affect the validity 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 18<sup>th</sup> 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 18<sup>th</sup> day of May, 2026.



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ROBIN WALLS

Secretary and President/Chief Executive Officer of  
the Authority