REGULAR MEETING
HUNTSVILLE HOUSING AUTHORITY
OSCAR MASON COMMUNITY CENTER
149 MASON COURT
February 25, 2019
12:00 P.M.

PRELIMINARY

REGULAR MEETING

CALL TO ORDER

ROLL CALL


OLD BUSINESS

HHA Board of Commissioners

1. Act on a Resolution Ratifying Resolution 2019-8 approved by the Huntsville Housing Authority (HHA) Board on January 28, 2019, Authorizing the Huntsville Housing Authority Board of Commissioners and the HHA Executive Director/Chief Executive Officer (CEO) to Initiate Search for a Deputy Executive Director of the HHA.

NEW BUSINESS

Financial Services


Real Estate Development

1. Act on Resolution Authorizing the Executive Director/CEO/Contracting Officer to Enter Into a Contract for a Physical Needs Assessment.

2. Act on a Resolution Authorizing the Executive Director/CEO/Contracting Officer to Execute a Quitclaim Deed for Property Located at Gallatin Street and Lowe Avenue To Remove Urban Renewal Restrictions.
Housing Operations

1. Resolution Authorizing the Executive Director/CEO/Contracting Officer to Amend a Contract with KeyTrak for the Purchase of a Key Management System.

Public Relations

1. Presentation of HHA Client Success Stories.

EXECUTIVE DIRECTOR/CEO COMMENTS

PUBLIC COMMENTS

COMMISSIONER COMMENTS

ADJOURNMENT
Date: February 14, 2019

HHA Staff Representative: Sandra Eddlemon, Executive Director/CEO

Department: Executive Management

Board of Commissioners’ Meeting (Date): February 25, 2019, at 12:00 p.m. at the Oscar Mason Center.

Board Agenda Item(s):

1. Act on a Resolution Ratifying Resolution 2019-8 approved by the Huntsville Housing Authority (HHA) Board on January 28, 2019, Authorizing the Huntsville Housing Authority Board of Commissioners and the HHA Executive Director/Chief Executive Officer (CEO) to Initiate Search for a Deputy Executive Director of the HHA.

Date/Time/Place of Board of Commissioners’ Subcommittee Meeting: Tuesday, February 19, 2019, at 4:30 p.m.

Approved by: ___________________________ / ___________________________
Sandra Eddlemon Date
Executive Director/CEO/Contracting Officer

Department’s Committee’s Certification:

We have reviewed the above-referenced Board of Commissioners’ agenda items, together with the related and supportive documents, and have found them satisfactory. We further concur with the Staff’s recommendation to place them on the approved, final agenda to be presented to the Board for appropriate action with respect to the adoption of the resolution(s) approving and/or authorizing the execution of the said action(s).

HHA Board Committee Member: Chairman Delvin Sullivan Date: 02/19/2019

HHA Board Committee Member: Vice-Chairman Leon D. Fountain Date: 02/19/2019

HHA Staff Member: ___________________________ Date ________________
REQUEST FOR BOARD ACTION

Act on a Resolution Ratifying Resolution 2019-8 approved by the Huntsville Housing Authority (HHA) Board on January 28, 2019, Authorizing the Huntsville Housing Authority Board of Commissioners and the HHA Executive Director/Chief Executive Officer (CEO) to Initiate Search for a Deputy Executive Director of the HHA

February 25, 2019

INTRODUCTION

The Huntsville Housing Authority (HHA) Board of Commissioners and the Executive Director/CEO deemed it necessary to initiate a search for a Deputy Executive Director to have a succession plan in place for the Executive Director/CEO position.

PURPOSE/OBJECTIVE

Resolution 2019-8 was voted into action and approved by the HHA Board of Commissioners on January 28, 2019, to initiate a search for a Deputy Director

JUSTIFICATION/DESCRIPTION

Ratification of Resolution 2019-8 is necessary to abide by the Alabama Open Meeting Act Board Agenda items being posted at least 1 day in advance unless it is an emergency.

ALTERNATIVES

Not applicable.

ATTACHMENTS

Not applicable.

RECOMMENDATION

The Executive Director/CEO/Contracting Officer recommends ratifying Resolution 2019-8 to abide by the 1-day notice rule.

Sandra Eddlemon
Executive Director/CEO

Date
Huntsville Housing Authority

ACT ON A RESOLUTION RATIFYING RESOLUTION 2019-8 APPROVED BY THE HUNTSVILLE HOUSING AUTHORITY (HHA) BOARD ON JANUARY 28, 2019, AUTHORIZING THE HUNTSVILLE HOUSING AUTHORITY BOARD OF COMMISSIONERS AND THE HHA EXECUTIVE DIRECTOR/CHIEF EXECUTIVE OFFICER (CEO) TO INITIATE SEARCH FOR A DEPUTY EXECUTIVE DIRECTOR OF THE HHA.

RESOLUTION NO. 2019-9

WHEREAS, the Alabama Open Meetings Act requires a 1-day notice for agenda items unless it is an emergency; and

WHEREAS, on January 28, 2019, Resolution 2019-8 was voted into action without a 1-day notice and the HHA Board of Commissioners and the Executive Director/CEO deems it necessary to correct the action; and

WHEREAS, the HHA Board of Commissioners wishes to promptly initiate a search for a Deputy Executive Director;

NOW, THEREFORE, BE IT RESOLVED Resolution 2019-8 is ratified by the Board of Commissioners of the Huntsville Housing Authority and the Executive Director/CEO/Contracting Officer is authorized to initiate a search for a Deputy Executive Director.

ADOPTED THIS 25th DAY OF FEBRUARY 2019

Delvin L. Sullivan, Chairman

SEAL

Attest:

Sandra Eddlemon Secretary
PRELIMINARY

HUNTSVILLE HOUSING AUTHORITY

Board of Commissioners’ Meeting
Agenda Item
Control Document

Date, February 19, 2019

HHA Staff Representative: Teresa Wade-Chase, Director of Finance/CFO

Department: Financial Services

Board of Commissioners’ Meeting (Date): February 25, 2019, at 12:00 p.m. at the Oscar Mason Center.

Board Agenda Item(s):


Date/Time/Place of Board of Commissioners’ Committee Meeting: Tuesday, February 19, 2019, at 4:30 p.m.

Approved by: ___________________________ / ___________________________

Sandra Eddlemon
Executive Director/CEO/Contracting Officer

Department’s Committee’s Certification:

We have reviewed the above-referenced Board of Commissioners’ agenda items, together with the related and supportive documents, and have found them satisfactory. We further concur with the Staff’s recommendation to place them on the approved, final agenda to be presented to the Board for appropriate action with respect to the adoption of the resolution(s) approving and/or authorizing the execution of the said action(s).

HHA Board Committee Member: Chairperson Delvin Sullivan Date: 2/19/2019

HHA Board Committee Member: Commissioner Delmonize Smith, Ph.D Date: 2/19/2019

HHA Staff Member: ___________________________ Date: ___________________________
Huntsville Housing Authority
Revenue and Expense Statement
For the Period Ended December 31, 2018

Targeted Percent
100.00%

<table>
<thead>
<tr>
<th></th>
<th>YTD Actual</th>
<th>YTD Budget</th>
<th>YTD Variance</th>
<th>YTD % Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tenant Rental Revenue</td>
<td>1,779,394</td>
<td>1,818,638</td>
<td>(39,244)</td>
<td>97.84%</td>
</tr>
<tr>
<td>Operating Subsidy</td>
<td>5,736,672</td>
<td>5,778,495</td>
<td>(41,823)</td>
<td>99.28%</td>
</tr>
<tr>
<td>HUD PHA Operating Grant-CFP</td>
<td>437,462</td>
<td>516,172</td>
<td>(78,710)</td>
<td>84.75%</td>
</tr>
<tr>
<td>Other Tenant Charges</td>
<td>79,324</td>
<td>70,835</td>
<td>8,490</td>
<td>111.98%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>43,108</td>
<td>35,967</td>
<td>7,141</td>
<td>119.85%</td>
</tr>
<tr>
<td>Section 8 Rental Income</td>
<td>9,000</td>
<td>9,000</td>
<td>-</td>
<td>100.00%</td>
</tr>
<tr>
<td>Management Fees - Public Housing</td>
<td>807,704</td>
<td>804,138</td>
<td>3,566</td>
<td>100.44%</td>
</tr>
<tr>
<td>Bookkeeping Fees - PH &amp; HCV</td>
<td>219,555</td>
<td>213,210</td>
<td>6,345</td>
<td>102.98%</td>
</tr>
<tr>
<td>Asset Management Fees - Public Housing</td>
<td>151,110</td>
<td>151,110</td>
<td>-</td>
<td>100.00%</td>
</tr>
<tr>
<td>Service Fee Revenue</td>
<td>265,285</td>
<td>275,633</td>
<td>(10,348)</td>
<td>96.25%</td>
</tr>
<tr>
<td>Electrical Fee Revenue</td>
<td>43,908</td>
<td>43,908</td>
<td>-</td>
<td>100.00%</td>
</tr>
<tr>
<td>Management Fees - Capital Fund</td>
<td>211,361</td>
<td>201,343</td>
<td>10,018</td>
<td>104.98%</td>
</tr>
<tr>
<td>Management Fees - Section 8</td>
<td>174,612</td>
<td>165,240</td>
<td>9,372</td>
<td>105.67%</td>
</tr>
<tr>
<td>Management Fees- 360 Properties</td>
<td>37,634</td>
<td>39,500</td>
<td>(1,866)</td>
<td>95.28%</td>
</tr>
<tr>
<td>Other Income</td>
<td>171,865</td>
<td>135,517</td>
<td>36,348</td>
<td>126.82%</td>
</tr>
<tr>
<td>Gain On Disposition of Fixed Asset</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Inter-AMP Transfer In</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td>10,167,994</td>
<td>10,258,704</td>
<td>(90,710)</td>
<td>99.12%</td>
</tr>
</tbody>
</table>

Expenses:

**Administration:**

<table>
<thead>
<tr>
<th></th>
<th>YTD Actual</th>
<th>YTD Budget</th>
<th>YTD Variance</th>
<th>YTD % Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Salaries</td>
<td>1,468,149</td>
<td>1,459,936</td>
<td>8,213</td>
<td>100.56%</td>
</tr>
<tr>
<td>Compensated Absences</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>619,119</td>
<td>600,349</td>
<td>18,770</td>
<td>103.13%</td>
</tr>
<tr>
<td>Audit Fees</td>
<td>28,697</td>
<td>28,697</td>
<td>-</td>
<td>100.00%</td>
</tr>
<tr>
<td>Management Fees</td>
<td>807,704</td>
<td>804,138</td>
<td>3,566</td>
<td>100.44%</td>
</tr>
<tr>
<td>Bookkeeping Fees</td>
<td>110,423</td>
<td>109,936</td>
<td>487</td>
<td>100.44%</td>
</tr>
<tr>
<td>Advertising and Marketing</td>
<td>11,063</td>
<td>22,823</td>
<td>(11,760)</td>
<td>48.47%</td>
</tr>
<tr>
<td>Office Expense</td>
<td>296,168</td>
<td>336,213</td>
<td>(40,045)</td>
<td>88.09%</td>
</tr>
<tr>
<td>Legal</td>
<td>70,269</td>
<td>95,353</td>
<td>(25,084)</td>
<td>73.69%</td>
</tr>
<tr>
<td>Training and Travel</td>
<td>47,887</td>
<td>68,266</td>
<td>(20,279)</td>
<td>70.29%</td>
</tr>
<tr>
<td>Other Administrative Costs</td>
<td>93,135</td>
<td>97,091</td>
<td>(3,956)</td>
<td>95.93%</td>
</tr>
<tr>
<td><strong>Total Administration</strong></td>
<td>3,552,714</td>
<td>3,622,801</td>
<td>(70,087)</td>
<td>98.07%</td>
</tr>
</tbody>
</table>

**Asset Management Fee** | 151,110 | 151,110 | - | 100.00% |
Huntsville Housing Authority
Revenue and Expense Statement
For the Period Ended December 31, 2018

Targeted Percent
100.00%

<table>
<thead>
<tr>
<th>Tenant Services</th>
<th>YTD Actual</th>
<th>YTD Budget</th>
<th>YTD Variance</th>
<th>YTD % Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tenant Services - salaries</td>
<td>118,650</td>
<td>117,656</td>
<td>994</td>
<td>100.84%</td>
</tr>
<tr>
<td>Employee Benefits - Tenant Services</td>
<td>65,324</td>
<td>55,882</td>
<td>9,442</td>
<td>116.90%</td>
</tr>
<tr>
<td>Tenant Services - Other</td>
<td>47,910</td>
<td>43,151</td>
<td>4,759</td>
<td>111.03%</td>
</tr>
<tr>
<td><strong>Total Tenant Services</strong></td>
<td>231,884</td>
<td>216,689</td>
<td>15,195</td>
<td>107.01%</td>
</tr>
</tbody>
</table>

Utilities:

<table>
<thead>
<tr>
<th>Other Utilities</th>
<th>YTD Actual</th>
<th>YTD Budget</th>
<th>YTD Variance</th>
<th>YTD % Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water</td>
<td>86,173</td>
<td>63,386</td>
<td>22,788</td>
<td>135.95%</td>
</tr>
<tr>
<td>Electric</td>
<td>316,038</td>
<td>279,093</td>
<td>36,945</td>
<td>113.24%</td>
</tr>
<tr>
<td>Gas</td>
<td>273,034</td>
<td>273,401</td>
<td>(367)</td>
<td>99.87%</td>
</tr>
<tr>
<td>Sewage</td>
<td>26,513</td>
<td>23,747</td>
<td>2,766</td>
<td>111.66%</td>
</tr>
<tr>
<td><strong>Total Utilities</strong></td>
<td>1,146,254</td>
<td>1,100,615</td>
<td>45,640</td>
<td>104.15%</td>
</tr>
</tbody>
</table>

Maintenance:

<table>
<thead>
<tr>
<th>Labor</th>
<th>YTD Actual</th>
<th>YTD Budget</th>
<th>YTD Variance</th>
<th>YTD % Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Benefits</td>
<td>971,237</td>
<td>1,075,596</td>
<td>(104,359)</td>
<td>90.30%</td>
</tr>
<tr>
<td>Materials</td>
<td>439,576</td>
<td>532,737</td>
<td>(93,161)</td>
<td>82.51%</td>
</tr>
<tr>
<td>Contract Costs</td>
<td>933,340</td>
<td>1,124,603</td>
<td>(191,263)</td>
<td>82.99%</td>
</tr>
<tr>
<td><strong>Total Maintenance</strong></td>
<td>3,312,666</td>
<td>3,554,156</td>
<td>(441,590)</td>
<td>87.58%</td>
</tr>
</tbody>
</table>

Protective Services:

<table>
<thead>
<tr>
<th>Protective Services - Labor</th>
<th>YTD Actual</th>
<th>YTD Budget</th>
<th>YTD Variance</th>
<th>YTD % Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Protective Services - Employee Benefits</td>
<td>10,435</td>
<td>10,435</td>
<td>-</td>
<td>100.00%</td>
</tr>
<tr>
<td>Protective Services Contract Costs</td>
<td>5,366</td>
<td>5,366</td>
<td>-</td>
<td>100.00%</td>
</tr>
<tr>
<td><strong>Total Protective Services</strong></td>
<td>213,602</td>
<td>195,231</td>
<td>18,371</td>
<td>109.41%</td>
</tr>
</tbody>
</table>

General Expenses:

<table>
<thead>
<tr>
<th>Insurance</th>
<th>YTD Actual</th>
<th>YTD Budget</th>
<th>YTD Variance</th>
<th>YTD % Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other General Expenses</td>
<td>695,892</td>
<td>672,603</td>
<td>23,289</td>
<td>103.46%</td>
</tr>
<tr>
<td>Payment in Lieu Of Taxes</td>
<td>197,474</td>
<td>287,576</td>
<td>(90,104)</td>
<td>66.67%</td>
</tr>
<tr>
<td><strong>Total General Expenses</strong></td>
<td>893,366</td>
<td>992,129</td>
<td>(98,763)</td>
<td>90.05%</td>
</tr>
</tbody>
</table>
Huntsville Housing Authority
Revenue and Expense Statement
For the Period Ended December 31, 2018

<table>
<thead>
<tr>
<th>Other</th>
<th>YTD Actual</th>
<th>YTD Budget</th>
<th>YTD Variance</th>
<th>YTD % Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Collection Loss (Bad Debt Expense)</td>
<td>127,616</td>
<td>182,110</td>
<td>(54,494)</td>
<td>70.08%</td>
</tr>
<tr>
<td>Extraordinary Maintenance</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Extraordinary Items</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Casualty Losses</td>
<td>10,000</td>
<td>15,000</td>
<td>(5,000)</td>
<td>66.67%</td>
</tr>
<tr>
<td>Interest Mort or Bonds Payable</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Amortization of Bond Issue Costs</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>COCC Transfer to Section 8</td>
<td>125,000</td>
<td>240,000</td>
<td>(115,000)</td>
<td>52.06%</td>
</tr>
<tr>
<td>Inter AMP Transfer Out</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Loss Disposition of Fixed Asset</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Total Other</strong></td>
<td>262,616</td>
<td>437,110</td>
<td>(174,494)</td>
<td>60.06%</td>
</tr>
</tbody>
</table>

| Total Expenses                             | 9,579,903  | 10,285,630 | (705,727)    | 93.14%         |

| Net Income/Loss                            | 588,091    | (26,926)   | 615,017      | -2184.10%      |

| Capital Assets Addition                    | 51,068     | 64,164     | (13,096)     | 79.59%         |

| Increase/Decrease in Unrestricted Net Position | 537,023    | (91,090)   | 628,113      | -589.55%       |
Explanations of Variances of 10% or Greater for December 31, 2018

(1) HUD PHA Operating Grant – CFP -1406 Operations funds of $430,870 were drawn December 2018. This line item is under budget due to the proration of the budget for this accounting period.

(2) Other Tenant Charges – The increase in other tenant charges is due to the increase in late fee charges from $20 to $35. This charge will decrease to $25 in February.

(3) Interest Income – The interest rate on the Servis First CD increased in October 2017 from .60% to 1.5%. Effective October 24, 2018 HHA is now earning 1.95% interest on Checking Now Account with Cadence Bank. The 12 month CD interest earning rate is 2.60%.

(4) Other Income - Other income is a sporadic line item within the fiscal year. This line item is expected to be in line with the budget. FSS forfeitures are included in the other income line item, but it is not budgeted due to the uncertainty of the forfeitures.

(5) Advertising and Marketing, Office Expense, Legal Expense, and Training and Travel Expenses are currently under budget this reporting period. These expenses have been sporadic throughout the year.

(6) Employee Benefits – Tenant Services – The FY 2019 budget includes one quarter of FSS benefits that are not covered by the CY 2018 ROSS FSS grant.

(7) Tenant Services Other – Resident Councils have completed their FY 2019 training schedule. The duly elected councils will be issued their fourth quarter funding checks before March 31, 2019. Actual expenses incurred will be in line with budget.

(8) Other Utilities – The Solid Waste Landfill bills are higher than the budget due to the overfill bin fees incurred by Todd Towers. The Todd Towers trash compactor is currently under contract for repair and an additional pick up has been added to the weekly schedule. The additional pick up fee is lower than the overfill bin fees.

(9) Maintenance and Benefits – These lines are under budget due to vacant positions that need to be filled. Housing Operations is continually looking for personnel to fill four open positions for maintenance.

(10) Maintenance Materials – The materials line is slightly under budget for this reporting period. The materials line item is expected to be in line with the FY 2019 budget.

(11) Other General Expenses – Other General Expense line consist of 360 Properties subsidy that is offset by HUD PHA Operating Grant-CFP. This line item is under budget due to the proration of the budget for this accounting period.

(12) Collection Loss – The board approved charge offs through December are $152,812. These charges are offset by $25,196 of 2018 MIS remittance and tenant collections.

(13) Casualty Losses – The FY 2019 Budget includes two casualty units for the Lincoln Park Development. The claim for one of the casualty unit at Lincoln Park has been settled by the insurance company. The second claim has been settled and the January 2019 financials will reflect the expense. The under budget amount is due to the proration of the budget for this accounting period.
(14) COCC Transfer to Section 8- The Section 8 administrative program continues to be funded at a 76% proration factor. COCC is required to transfer funds to this program to cover the year to date shortfall. Funds are transferred as required to sustain the Section 8 program.

(15) Capital Assets Addition- Two van purchases have been completed. The budgeted van purchase for Northwood’s was $26,016 and the Lincoln Park van was $25,052. The budgeted courier truck has been ordered and this purchase will be completed by Fiscal Year End 2019. This line item is expected to be in line with budget.
<table>
<thead>
<tr>
<th>Description</th>
<th>001</th>
<th>002</th>
<th>003</th>
<th>004</th>
<th>006</th>
<th>008</th>
<th>010</th>
<th>011</th>
<th>014</th>
<th>016</th>
<th>019</th>
<th>051</th>
<th>052</th>
<th>060</th>
<th>061</th>
<th>062</th>
<th>999</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actual:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Revenues</td>
<td>96,310</td>
<td>568,900</td>
<td>828,965</td>
<td>678,348</td>
<td>1,872,196</td>
<td>487,578</td>
<td>375,218</td>
<td>412,292</td>
<td>520,257</td>
<td>421,727</td>
<td>228,106</td>
<td>305,349</td>
<td>880,296</td>
<td>81,332</td>
<td>32,862</td>
<td>3,440</td>
<td>1,506,366</td>
<td>9,730,532</td>
</tr>
<tr>
<td>Total Expenses</td>
<td>8,837</td>
<td>649,698</td>
<td>710,321</td>
<td>968,773</td>
<td>1,659,981</td>
<td>165,394</td>
<td>486,222</td>
<td>459,772</td>
<td>405,699</td>
<td>410,160</td>
<td>253,688</td>
<td>351,190</td>
<td>848,724</td>
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<td>57,657</td>
<td>53,235</td>
<td>1,929,106</td>
<td>9,079,693</td>
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<td>Net Income/(Loss)</td>
<td>91,413</td>
<td>(77,788)</td>
<td>116,674</td>
<td>109,575</td>
<td>212,315</td>
<td>(176,370)</td>
<td>(91,004)</td>
<td>(57,320)</td>
<td>115,158</td>
<td>11,567</td>
<td>(24,592)</td>
<td>(44,841)</td>
<td>31,572</td>
<td>-</td>
<td>(24,795)</td>
<td>(49,795)</td>
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<td>25,652</td>
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<td>Increase/(Decrease) in Unrestricted Net Position Before Capital Fund 1406</td>
<td>91,413</td>
<td>(77,788)</td>
<td>116,674</td>
<td>109,575</td>
<td>212,315</td>
<td>(176,370)</td>
<td>(91,004)</td>
<td>(57,320)</td>
<td>115,158</td>
<td>11,567</td>
<td>(24,592)</td>
<td>(44,841)</td>
<td>31,572</td>
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<td>(24,795)</td>
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<td>109,575</td>
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<td>Increase/(Decrease) in Net Position</td>
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<td>(49,149)</td>
<td>98,371</td>
<td>72,207</td>
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<td>(161,216)</td>
<td>(111,691)</td>
<td>68,997</td>
<td>104,201</td>
<td>49,719</td>
<td>16,397</td>
<td>(50,169)</td>
<td>(20,119)</td>
<td>-</td>
<td>-</td>
<td>(349,747)</td>
<td>(121,266)</td>
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<td>Variance</td>
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<td></td>
<td>(31,054)</td>
<td>95,776</td>
<td>20,393</td>
<td>37,988</td>
<td>112,747</td>
<td>103,235</td>
<td>52,104</td>
<td>(118,962)</td>
<td>10,957</td>
<td>(11,571)</td>
<td>4,886</td>
<td>37,219</td>
<td>27,848</td>
<td>-</td>
<td>205</td>
<td>205</td>
<td>307,007</td>
<td>658,293</td>
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</table>
Date: February 14, 2019

HHA Staff Representative: Quisha Riche, Director of Real Estate Development

Department: Real Estate Development

Board of Commissioners’ Meeting (Date): February 25, 2019, at 12:00 p.m. at the Oscar Mason Center.

Board Agenda Item(s):

1. Act on Resolution Authorizing the Executive Director/CEO/Contracting Officer to Enter Into a Contract for a Physical Needs Assessment.

2. Act on a Resolution Authorizing the Executive Director/CEO/Contracting Officer to Execute a Quitclaim Deed for Property Located at Gallatin Street and Lowe Avenue To Remove Urban Renewal Restrictions.

Date/Time/Place of Board of Commissioners’ Subcommittee Meeting: Tuesday, February 19, 2019, at 4:30 p.m.

Approved by: ___________________________ / ___________________________

Sandra Eddlemon

Executive Director/CEO/Contracting Officer

Department’s Committee’s Certification:

We have reviewed the above-referenced Board of Commissioners’ agenda items, together with the related and supportive documents, and have found them satisfactory. We further concur with the Staff’s recommendation to place them on the approved, final agenda to be presented to the Board for appropriate action with respect to the adoption of the resolution(s) approving and/or authorizing the execution of the said action(s).

HHA Board Committee Member: Commissioner Lee A. Horton  Date: 02/19/2019

HHA Board Committee Member: Commissioner Delmonize Smith, Ph.D.  Date: 02/19/2019

HHA Staff Member: ___________________________ Date ___________________________
HUNTSVILLE HOUSING AUTHORITY

REQUEST FOR BOARD ACTION

ACT ON RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR
/CEO/CONTRACTING OFFICER TO ENTER INTO
AN AGREEMENT WITH NATIONAL FACILITY CONSULTANTS,
INCORPORATED FOR A COMPREHENSIVE PHYSICAL NEEDS ASSESSMENT

February 25, 2019

INTRODUCTION

On December 20, 2018, the Huntsville Housing Authority issued a Request for Proposals (RFP No. 2018-32) for the procurement of a Physical Needs Assessment (PNA) Consultant. This RFP was issued as HHA is in need of updated information on the current capital needs at our properties. This information is necessary to ensure that future capital/strategic planning and spending of Capital Funds reflects the needs of our properties. The sites that are subject to this RFP are as follows: Butler Terrace, Sparkman Homes, Butler Terrace Addition, Northwoods, Johnson Towers, Searcy Homes, Todd Towers, LR Patton, Scattered Sites, Stone Manor, Brookside and Lincoln Park. There are a total of 1,513 units that will be assessed.

PURPOSE/OBJECTIVE

The purpose of this action is to hire a consultant to conduct a comprehensive assessment of the capital needs at the sites listed above. HHA accepted proposals that were submitted by the January 17, 2019, deadline. Six responses were received.

JUSTIFICATION/DESCRIPTION

National Facility Consultants, Incorporated was deemed the most responsive respondent as a result of the evaluation process. The evaluation results are listed below.

<table>
<thead>
<tr>
<th>RFP NO. 2018-32 PHYSICAL NEEDS ASSESSMENT</th>
<th>AVERAGE SCORES</th>
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<tr>
<td>Evaluation Criteria</td>
<td>FMG</td>
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<td>Firm's Experience</td>
<td>40</td>
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<tr>
<td>Capacity</td>
<td>20</td>
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<tr>
<td>Detailed Proposal</td>
<td>10</td>
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<tr>
<td>Proposal Overall Quality Appearance</td>
<td>10</td>
</tr>
<tr>
<td>Total Compensation Amount</td>
<td>20</td>
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<tr>
<td>Section 3 Preference</td>
<td>15</td>
</tr>
<tr>
<td>TOTAL</td>
<td>115</td>
</tr>
</tbody>
</table>

| Compensation                              | $66,639.88 | $47,496.50 | $38,780.00 | $39,999.00 | $20,487.00 | $48,000.00 |

ECONOMIC IMPACT

Fees for the consulting services contract will not exceed $38,780.00. These funds will be paid from Capital Funds.
ATTACHMENTS

None.

ALTERNATIVES

None.

RECOMMENDATION

Authorize approval for the Executive Director/CEO/Contracting Officer to enter into an agreement with National Facility Consultants, Incorporated for a comprehensive physical needs assessment.

Sandra Eddlemon  
Executive Director/CEO

Quisha Riche  
Director of Real Estate Development

Date  
Date

ACTION TAKEN: ______________________________
Huntsville Housing Authority

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO/CONTRACTING OFFICER TO ENTER INTO AN AGREEMENT WITH NATIONAL FACILITY CONSULTANTS, INCORPORATED FOR A COMPREHENSIVE PHYSICAL NEEDS ASSESSMENT

RESOLUTION NO. 2019-

WHEREAS, HHA is in need of a physical needs assessment of its properties to help shape its future capital planning and spending; and

WHEREAS, on December 20, 2018, the Authority solicited proposals from consultants to provide a comprehensive physical needs assessment for 1,513 of our units; and

WHEREAS, six responses were received by the January 17, 2019 deadline, from which the Authority selected National Facility Consultants, Inc., through evaluation committee review; and

WHEREAS, consulting services will be provided at a cost not to exceed $38,780.00 and these funds will be paid from Capital Funds;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Huntsville Housing Authority that the Executive Director/CEO/Contracting Officer is authorized to enter into an agreement with National Facility Consultants, Inc., for the provision of a comprehensive physical needs assessment for 1,513 units.

ADOPTED THIS 25th DAY OF FEBRUARY 25, 2019

SEAL

Delvin L. Sullivan, Chairman

Attest:

Sandra Eddlemon Secretary
HUNTSVILLE HOUSING AUTHORITY

REQUEST FOR BOARD ACTION

ACT ON RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO/CONTRACTING OFFICER TO EXECUTE A QUITCLAIM DEED AND AGREEMENT TO RELEASE ANY CLAIM TO AND REMOVE CERTAIN COVENANTS ON THE MENTAL HEALTH PROPERTY LOCATED IN DOWNTOWN HUNTSVILLE

February 25, 2019

INTRODUCTION

The Huntsville Housing Authority conveyed the subject property to the Huntsville-Madison County Mental Health Board ("Board") by deed dated September 8, 1972. The Board subsequently conveyed the property to the City by deed dated June 23, 2003. The land was also subject to the protective covenants created by Urban Renewal Project Ala. R-32, Big Spring Area and the Neighborhood Development Program.

PURPOSE/OBJECTIVE

The deeds referenced above created certain covenants, conditions and requirements related to the development, ownership, possession and use of the property. There was also granted to HHA a right of reversion in the original documentation in the event certain conditions were not met.

JUSTIFICATION/DESCRIPTION

These restrictive covenants and right of reversion limit the City’s ability to move forward with current development initiatives for the property and as such they have requested that HHA execute a deed and agreement releasing the same so that title to the property can be cleared.

ALTERNATIVES

Not applicable.

ATTACHMENTS

Quitclaim Deed and Agreement.

RECOMMENDATION

Approval of the Resolution authorizing the Executor Director to execute the attached Quitclaim Deed and Agreement.

Sandra Eddlemon
Executive Director/CEO

Quisha Riche
Director of Real Estate Development
QUITCLAIM DEED AND AGREEMENT

THIS QUITCLAIM DEED AND AGREEMENT ("Deed/Agreement") is made, entered into, and executed effective, as of the ___ day of January, 2019, by and between HUNTSVILLE HOUSING AUTHORITY, formerly known and doing business as, The Housing Authority of the City of Huntsville, Alabama, a corporation, as party of the first part ("Authority") and CITY OF HUNTSVILLE, ALABAMA, a municipal corporation within the State of Alabama, as party of the second part ("City") (Authority and City are sometimes herein collectively the "Parties").

WITNESSETH:

WHEREAS, heretofore, the Authority conveyed to the Huntsville-Madison County Mental Health Board, a non-profit corporation in the State of Alabama ("Board") by deed dated September 8, 1972, filed for record September 11, 1972 as Instrument Number 33321 and recorded in Deed Book 467 at pages 540-43 in the Office of the Judge of Probate of Madison County, Alabama (the "Board Deed") that certain tract or parcel of real property situated in the City of Huntsville, County of Madison, State of Alabama, as more particularly described in Exhibit "A" attached hereto and, by this reference, incorporated herein and made a part hereof (the "Property");

WHEREAS, heretofore, the Board conveyed the Property to the City, by deed dated June 23, 2003, filed for record June 25, 2003, as Instrument Number 48751 and recorded in Deed Book 1050 at pages 1091-93, in the Office of the Judges of Probate of Madison County, Alabama ("City Deed");
WHEREAS, heretofore, the Property was platted (a) in part as a portion of Block 23 of the Subdivision Plat of Urban Renewal Project Ala. R-32, Big Spring Area, Huntsville, Alabama, Section B, dated December 15, 1972, filed for record June 6, 1973 as Instrument Number 49174 and recorded in Plat Book 8 at page 23, ("Big Spring R-32 Section B Plat"), and (b) in part as parcel A-3-12 on the Plat of Neighborhood Development Project, Ala. A-2 Area 3, dated February 7, 1978, filed for record May 10, 1978, as Instrument Number 35054 and recorded in Plat Book 9 at page 101 (the "N.D.P. A-2 Area 3 Plat"), both in the Office of the Judge of Probate of Madison County, Alabama (collectively the "Plats");

WHEREAS, all real properties embraced by and located within the Big Spring R-32 Section B Plat were subject to the Big Spring Area, Project Ala. R-32 Conditions and Protective Covenants dated June 5, 1973, filed for record June 6, 1973 as Instrument Number 49111 and recorded in Deed Book 478 at pages 840-59, in the Office of the Judge of Probate of Madison County, Alabama (the "Ala. R-32 Conditions and Protective Covenants");

WHEREAS, the Ala. R-32 Conditions and Protective Covenants were abolished and terminated by (a) Ordinance No. 16-957 of the City Council of the City of Huntsville, Alabama, and (b) Resolution No. 2016-47 of the Authority, each contained within that certain document filed for record December 29, 2016 and recorded as Document Number 20161229000743410, in the Office of the Judge of Probate of Madison County, Alabama, except for the following anti-discrimination covenants which were not abolished or terminated:

"A: No owner of property contained in the Urban Renewal Plan shall effect or execute any agreement, lease, conveyance or other instrument whereby the property, or any part thereof, is restricted upon the basis of race, creed, color, or national origin in the sale, lease, or occupancy thereof.

B: Owners shall comply with all federal, state and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, creed, color or national origin in the sale, lease or occupancy of the property."

(the "Ala. R-32 Anti-Discrimination Covenants");

WHEREAS, all real properties embraced by and located within the N.D.P. A-2 Area 3 Plat were subject to the Neighborhood Development Program, Huntsville, Alabama, Urban Renewal Plan, NDP Areas 1, 2, 3, and 4, dated March 15, 1972, but which were never recorded in the Office of the Judge of Probate of Madison County, Alabama (the "N.D.P. A-2 Urban Renewal Plan"), of which Section ND 401 thereof imposes various Land Use Regulations and Controls (the "N.D.P. A-2 Land Use Regulations and Controls");
WHEREAS, Section ND 401 (E6) on page 56 of the unrecorded N.D.P. A-2 Urban Renewal Plan entitled “Duration of Controls” provides:

“The restrictions imposed on land to be developed in the NDP area shall be effective until December 1999.”

WHEREAS, the Property (a) is labeled as “Mental Health” and “Public” on the N.D.P. A-2 Area 3 Plat, and (b) was the former location of the Huntsville-Madison County Mental Health Board building and related facilities (the “Board Building and Facilities”) until in or around 2005 at which time the Board moved to another location and the Board Building and Facilities were demolished;

WHEREAS, the Board Deed contains certain covenants, conditions, and requirements related to the development, ownership, possession and use of the Property, which covenants, conditions, and requirements provide in pertinent part:

“THE WARRANTIES hereinafter contained are made and the property described herein is conveyed subject to all the conditions, protective covenants, regulations and controls contained in the Neighborhood Development Program, Project Ala. A-2, and the Big Spring Urban Renewal Project, Project Ala. R-32, as approved by the Authority and the governing body of the City of Huntsville, Alabama, on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama, and also on file in the office of the Authority, and which said conditions, protective covenants, regulations and controls will be contained in an instrument executed by the Authority and will be placed of record in the office of the Judge of Probate of Madison County, Alabama, subsequent to the date hereof, said conditions, protective covenants, regulations and controls requiring the Grantee, and any successors and assigns of the Grantee, among other things, to:

1. Devote the property to, and only to and in accordance with, the uses, or any of them, specified in the Neighborhood Development Program and the Big Spring Urban Renewal Project, referred to in said Conditions and Protective Covenants. This agreement and covenant shall remain in effect until August 1, 1995 in the case of the Neighborhood Development Program and until January 1, 1985 in the case of the Big Spring Urban Renewal Project, at which time such agreements and covenants shall terminate, unless extended as therein provided.

2. Not effect or execute any agreement, lease, conveyance or other instrument whereby the property, or any part thereof, is restricted upon the basis of race, creed, color or national origin in the
sale, lease or occupancy thereof. This agreement and covenant shall remain in effect without limitation as to time.

3. To comply with all state and local laws in effect from time to time prohibiting discrimination or segregation by reason of race, creed, color or national origin in the sale, lease or occupancy of the property, and that the agreements and covenants contained in paragraphs 2 and 3 shall remain in effect without limitation as to time and shall run with the land forever and be binding upon the Grantee, and every successor in interest to the property.

[Solely for the purposes of this Deed/Agreement said requirements set forth in paragraphs numbered 2. and 3. immediately above are referred to as the “Board Deed Anti-Discrimination Covenants”.

In amplification and not in restriction of any other provisions of this deed, it is intended and agreed that (1) the Authority in respect of the covenants and agreements contained in the foregoing paragraphs numbered 1, 2 and 3, and (2) the United States in respect of the covenants and agreements contained in the foregoing paragraph numbered 2, shall be deemed beneficiaries, both for and in their own respective rights, and also for the purpose of protecting the interests of the community and the other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the Authority and the United States for the respective periods during which such agreements and covenants shall be in force and effect without regard as to whether the Authority of [sic] the United States has at any time been, remains or is an owner of any land or interest therein to, or in favor of which such agreements and covenants relate. The Authority shall have the right in the event of any breach of such agreement or covenant, and the United States shall have the right in the event of any breach of covenant numbered 2 hereof, to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach of agreement or covenants, to which it or any other beneficiaries of such agreement or covenant may be entitled.

It is further intended and agreed between the parties hereto that the said Conditions and Protective Covenants hereinabove referred to and which will be recorded in the office of the Judge of Probate of Madison County, Alabama, shall be covenants remaining with the land, and that they shall in any event, and without regard as to technical classifications or designation, legal or otherwise, be to the fullest extent permitted by law and equity binding for the benefit and in favor of, and enforceable by, the
Authority, its successors and assigns, the City of Huntsville, Alabama, and any successor in interest to the Grantee, or any other person developing the above described property or any part thereof, and the owner of any other land (or of any interest in such land) in the Project Areas which is subject to the land use requirements and restrictions of the Neighborhood Development Program and the Big Spring Urban Renewal Project hereinabove referred to against the Grantee, its successors and assigns, to or of the property or any part thereof or any interest therein, and any party in possession or occupancy of the property or any part thereof.

It is further understood and agreed that such agreements, Conditions and Protective Covenants shall be binding on the Grantee, each successor in interest or assign, and each party in possession or occupancy, respectively, only for such period as they shall have title to or interest in or possession or occupancy of the property or any part thereof.

It is further understood and agreed that some of the considerations moving to the Authority in this transaction is the agreement on the part of the Grantee to erect and construct on the within-described property improvements in accordance with plans and specifications therefor as heretofore approved by the Authority. It is agreed that upon completion of such improvements the Authority shall execute a "Certificate of Completion of Improvements" in form for recording among the public deed records. The execution of said "Certificate of Completion of Improvements" shall conclusively evidence the requirements have been complied with by the Grantee. [ Solely for the purpose of this Deed/Agreement said requirements in this paragraph are referred to as the "Construction Requirements".]

The warranties contained are also made and the property described herein is also conveyed subject to certain Special Covenants and Conditions which are a part of and are contained in the Contract for Sale heretofore entered into by the Grantee with the Authority for the purchase of the subject property, and pursuant thereto the Grantee, agrees for itself, its successors, assigns, to or of the property or any part thereof, that in the event that subsequent to the delivery of this deed of conveyance to the Grantee and prior to completion of the Improvements as certified by the Authority:

(a) The Grantee (or successor in interest) shall default in or violate their obligations with respect to the construction of the Improvements (including the nature and the dates for the beginning and completion thereof), or shall abandon or substantially suspend construction work,
and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months, (six (6) months, if the default is with respect to the date for completion of the Improvements), after written demand by the Authority so to do; or

(b) The Grantee (or successor in interest) shall fail to pay real estate taxes or assessments on the property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by the Contract of Sale (referred to in Paragraph 1.C. therein), or shall suffer any levy or attachment to be made, or any materialmen’s or mechanics’ lien or any unauthorized encumbrance or lien to attach, and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provisions satisfactory to the Authority made for such payment, removal or discharge, within ninety (90) days after written demand by the Authority so to do; or

(c) There is, in violation of said Contract of Sale, any transfer of the property or any part thereof, or any change in the ownership or distribution of the stock of the Grantee, or with respect to the identity of the parties in control of the Grantee or the degree thereof, and such violation shall not be cured within sixty (60) days after written demand by the Authority to the Grantee,

then all estate conveyed under this Deed shall cease and determine, and title in fee simple to the same shall revert to and become vested in the Authority, or its successors or assigns, and such title shall be vested fully and completely in it, and the said Authority, its successors or assigns, shall be entitled to and may of right enter into and take possession of the said property; . . . .” [Solely for the purpose of this Deed/Agreement said requirements in the foregoing paragraphs are referred to as the “Special Covenants”.]

WHEREAS, in the City Deed the Property was conveyed subject to (a) ad valorem taxes, (b) a now paid, released and satisfied mortgage, and (c) “easements and restrictions of record”.

NOW, THEREFORE, for and in consideration of (a) the premises, which premises are a material part of this Deed/Agreement and, by this reference, are incorporated herein, and made a part hereof, (b) the mutual agreements, covenants, provisions and terms hereof, and (c) other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, and intending to be
legally bound hereby, the Parties, for themselves and for their respective successors and assigns, do hereby acknowledge, agree, covenant, and understand, and represent and warrant unto each other, as follows:

1. **Quitclaim.** The Authority has this day remised, released, quitclaimed, and conveyed, and does by these presents, remise, release, quitclaim and convey, to the City and the City’s successors and assigns, all of the Authority’s right, title, interest, and claim in and to the Property, subject, however, to (a) the liens for ad valorem taxes for the current and future ad valorem tax years, (b) the Ala. R-32 Anti-Discrimination Covenants, and (c) the Board Deed Anti-Discrimination Covenants.

To have and to hold the Property unto the City, and the City’s successors and assigns, forever, subject, however, to (a) the liens for ad valorem taxes for the current and future ad valorem tax years, (b) the Ala. R-32 Anti-Discrimination Covenants, and (c) the Board Deed Anti-Discrimination Covenants.

2. **Ala. R-32 Conditions and Protective Covenants.** The Ala. R-32 Conditions and Protective Covenants have been abolished and terminated, are no longer of any force and effect, are null and void, and are unenforceable, except for the Ala. R-32 Anti-Discrimination Covenants forming a portion thereof which remain in force and effect and are fully enforceable according to their terms.

3. **N.D.P. A-2 Land Use Regulations and Control.** The N.D.P. A-2 Land Use Regulations and Control have expired by their own terms, are no longer of any force and effect, are null and void, and are unenforceable.

4. **Board Deed Anti-Discrimination Covenants.** The Board Deed Anti-Discrimination Covenants remain in force and effect and are fully enforceable according to their terms.

5. **Construction Requirements; Certificate of Completion.** The Construction Requirements forming a part of the consideration moving to the Authority under the Board Deed were completed by the Board and a Certificate of Completion of Improvements (“Certificate of Completion”) was due to be issued by the Authority and it is intended that this Section 5. constitutes, and is intended and accepted as, the Certificate of Completion required by the Board Deed.

6. **Special Covenants.** With regard to the Special Covenants contained in the “Contract of Sale” between the Authority and Board to which the conveyance under the Board Deed was made subject: (a) all “Improvements” to the Property required by the “Contract of Sale” for the Property were properly, satisfactorily and timely completed, (b) there has been no breach, default or violation by the Board under the Contract of Sale and/or the Board Deed, (c) to the extent the conveyance under the City Deed was subjected to the Special Covenants in whole or part, there has been no
breach, default or violation by the City under the City Deed, and (d) based on the foregoing, title to the Property has not reverted to the Authority. The Special Covenants in the Board Deed are hereby abrogated, canceled, released, and terminated.

7. Reverter. All reversions, reverter, possibilities of reverter, rights of reverter, and other reverter and reversion provisions in the Board Deed, express and/or implied, however described and/or denominated, are hereby abrogated, canceled, released, and terminated. The Authority does hereby agree, covenant, represent and warrant unto the City, and the City's successors and assigns, that neither the Property, nor any part thereof, nor any right, title, interest and/or claim therein, has ever reverted to the Authority.

8. Other Covenants. All other covenants, conditions, and requirements contained in either the Board Deed and/or the City Deed that are not otherwise set forth hereinabove are hereby abrogated, canceled, released, and terminated except for the Ala. R-32 Anti-Discrimination Covenants and the Board Deed Anti-Discrimination Covenants.

IN WITNESS WHEREOF, the Parties have caused this Deed/Agreement to be executed as of the day and year first above written.

Attest: ____________________ as Secretary of
Huntsville Housing Authority,
Formerly known and
doing business as,
The Housing Authority of the
City of Huntsville, Alabama,
a corporation

HUNTSVILLE HOUSING AUTHORITY,
formerly known and doing business as,
The Housing Authority of the
City of Huntsville, Alabama, a corporation

By: _______________________
Sandra Eddlemon,
its Executive Director/CEO [SEAL]
STATE OF ALABAMA 

COUNTY OF MADISON

I, ____________________, a Notary Public in and for said County in said State, hereby certify that Sandra Eddlemon, and ____________________, whose names as Executive Director/CEO, and Secretary, respectively, of Huntsville Housing Authority, formerly known and doing business as, The Housing Authority of the City of Huntsville, Alabama, a corporation, are signed to the foregoing Quitclaim Deed and Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Quitclaim Deed and Agreement, they, as such Executive Director/CEO, and Secretary, respectively, and with full authority, executed the same voluntarily for and as the act of the said Huntsville Housing Authority, formerly known and doing business as, The Housing Authority of the City of Huntsville, Alabama, a corporation, as of the day the same bears date.

GIVEN UNDER MY HAND and official seal on this the _____ day of January, A.D., 2019.

My Commission Expires:

________________________________________________________
Notary Public
State of Alabama
County of Madison [SEAL]
Attest: __________________ as
City Clerk-Treasurer of
City of Huntsville,
a municipal corporation
within the State of Alabama

CITY OF HUNTSVILLE,
a municipal corporation
within the State of Alabama

By: ____________________________
    Tommy Battle,
as its Mayor

STATE OF ALABAMA )
               )
COUNTY OF MADISON )

I, ____________________________, a Notary Public in and for said County in said
State, hereby certify that Tommy Battle, and Kenneth Benion, whose names as
Mayor, and City Clerk-Treasurer, respectively, of City of Huntsville, a municipal
corporation within the State of Alabama, are signed to the foregoing Quitclaim
Deed and Agreement, and who are known to me, acknowledged before me on this
day that, being informed of the contents of the foregoing Quitclaim Deed and
Agreement, they, as such Mayor, and City Clerk-Treasurer, respectively, and with
full authority, executed the same voluntarily for and as the act of the said City of
Huntsville, a municipal corporation within the State of Alabama, as of the day the
same bears date.

GIVEN UNDER MY HAND and official seal on this the _____ day of January,
A.D., 2019.

Notary Public
State of Alabama
County of Madison [SEAL]

My Commission Expires: ____________________________

THIS INSTRUMENT WAS JOINTLY PREPARED BY: (A) K. CLAUDIA
ANDERSON, OF THE CITY OF HUNTSVILLE, ALABAMA, 308 FOUNTAIN
CIRCLE, HUNTSVILLE, ALABAMA 35801, TELEPHONE NUMBER: (256) 427-
5026, AND (B) PAUL A. PATE, OF LANIER FORD SHAVER & PAYNE P.C.,
ATTORNEYS-AT-LAW, 2101 CLINTON AVENUE WEST, SUITE 102,
HUNTSVILLE, ALABAMA 35805, TELEPHONE NUMBER: (256) 535-1100.

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Exhibit “A”

The following described tract or parcel of real property situated and lying and being in the City of Huntsville, County of Madison, State of Alabama, to-wit:

(Deed Book 467 at pages 540-43)

Beginning at the center of the North boundary of Section 1, Township 4 South, Range 1 West and running thence South 1560.00 feet; thence West 982.00 feet; thence North 3 degrees 22 minutes West 331.65 feet; thence North 89 degrees 10 minutes West 199.40 feet; thence North 25 degrees 59 minutes East 188.40 feet; thence South 63 degrees 42 minutes East 85.19 feet to a point on the North margin of Lowe Avenue, said point begin on the arc of a curve to the left, the radius of which is 257.65 feet and being the true point of beginning of the tract herein conveyed; thence from said true point of beginning leaving the North margin of Lowe Avenue and running North 35 degrees 35 minutes East 605.86 feet to a point on the Southerly margin of the relocation of Gallatin Street; thence along the Southerly margin of the relocation of Gallatin Street South 54 degrees 25 minutes East 254.55 feet to the point of beginning of a curve to the right, the radius of which is 657.02 feet; thence along the arc of said curve, and continuing along the Southerly margin of the relocation of Gallatin Street, a chord bearing and distance of South 38 degrees 19 minutes East 364.39 feet to the point where the Southerly margin of the relocation of Gallatin Street intersects the Northerly margin of Lowe Avenue; thence along the Northerly margin of Lowe Avenue South 32 degrees 51 minutes West 51.23 feet; thence continuing along the Northerly margin of Lowe Avenue South 87 degrees 45 minutes West 673.70 feet to the point of beginning of a curve to the right the radius of which is 257.65 feet; thence along the arc of said curve, and continuing along the Northerly margin of Lowe Avenue, a chord bearing and distance of North 82 degrees 44 minutes West 85.19, to the true point of beginning. Containing 5.127 acres more or less.

The above described parcel of land is subject to a 5 foot wide utility easement along and adjoining that part of said parcel of land adjoining the relocation of Gallatin Street, and Lowe Avenue.

Said tract or parcel of real property is also described as:

(Deed Book 1050 at pages 1091-93)

All that part of Section 1, Township 4 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama, being more particularly described as follows, to-wit: Beginning at a point which lies South 1560.00 feet, West
982.00 feet, North 3 degrees 22 minutes West, 331.65 feet, North 89 degrees 10 minutes West, 199.40 feet, North 25 degrees 59 minutes East, 188.40 feet and South 63 degrees 42 minutes East, 85.19 feet from the purported center of the North boundary of said Section 1, said point being in a curve with a radius of 257.65 feet; thence from the point of beginning North 35 degrees 35 minutes East, 605.88 feet to a point on the margin of Gallatin Street, thence along said Gallatin Street South 54 degrees 5 minutes East, 254.55 feet to a point being the point of a curvature of a curve with a radius of 657.02 feet and a chord bearing and distance of South 38 degrees 19 minutes 02 seconds East, 364.40 feet to a point on the north margin of Lowe Avenue; thence South 32 degrees 51 minutes 00 seconds West, 51.23 feet to a point; thence continue along said North margin South 87 degrees 45 minutes 00 seconds West, 673.70 feet to a point, begin the point of curvature of a curve with radius of 257.65 feet and a chord bearing and distance of North 82 degrees 55 minutes 40 seconds West, 85.21 feet to the point of beginning and containing 5.13 acres, more or less.

Said tract or parcel of real property is also described as:

(Plat Book 8 at pages 22-25 and Plat Book 9 at page 101)

(1) A portion of Block 23 according to the Subdivision Plat of Urban Renewal Project Ala. R-32, Big Spring Area, Huntsville, Alabama, Section B, dated December 15, 1972, filed for record June 6, 1973 as Instrument Number 49174 and recorded in Plat Book 8 at pages 22-25, together with (2) Parcel A-3-12 according to the Plat of Neighborhood Development Project, Ala. A-2 Area 3, dated February 7, 1978, filed for record May 10, 1978 as Instrument Number 35054 and recorded in Plat Book 9 at page 101; both in the Office of the Judge of Probate of Madison County, Alabama.
Huntsville Housing Authority

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO/CONTRACTING OFFICER TO EXECUTE A QUITCLAIM DEED AND AGREEMENT TO RELEASE ANY CLAIM TO AND REMOVE CERTAIN COVENANTS ON THE MENTAL HEALTH PROPERTY LOCATED IN DOWNTOWN HUNTSVILLE

RESOLUTION NO. 2019-

WHEREAS, the Huntsville Housing Authority (HHA) on September 8, 1972, executed a deed transferring title to the Huntsville-Madison County Mental Health Board and retaining a right of reversion for the property that Mental Health Property located in downtown Huntsville; and

WHEREAS, the same property was also subject to protective covenants created by Urban Renewal Project Ala. R032 and the Neighborhood Development Program; and

WHEREAS, the City has current development initiatives it wishes to pursue with the property and the covenants and right of reversion are preventing it from moving forward.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Huntsville Housing Authority that the Executive Director/CEO is authorized to execute a Quitclaim Deed and Agreement for the Mental Health Property located in downtown Huntsville.

ADOPTED THIS 25th DAY OF FEBRUARY, 2019.

Delvin L. Sullivan, Chairman

Attest:

Sandra Eddlemon, Secretary
HUNTSVILLE HOUSING AUTHORITY

Board of Commissioners' Meeting
Agenda Item
Control Document

Date: February 13, 2019

HHA Staff Representative: Danielle Thomas, Director of Housing Operations

Department: Housing Operations

Board of Commissioners' Meeting (Date): February 25, 2019, at 12:00 p.m. at the Oscar Mason Center.

Board Agenda Item(s):

1. Act on a Resolution Authorizing The Executive Director/CEO/Contracting Officer to Amend a Contract With Keytrak for the Purchase of a Key Management System.

Date/Time/Place of Board of Commissioners’ Subcommittee Meeting: Tuesday, February 19, 2019, at 4:30 p.m.

Approved by: _____________________ / ________________ Date
Sandra Eddlemon
Executive Director/CEO/Contracting Officer

Department’s Committee’s Certification:
We have reviewed the above-referenced Board of Commissioners’ agenda items, together with the related and supportive documents, and have found them satisfactory. We further concur with the Staff’s recommendation to place them on the approved, final agenda to be presented to the Board for appropriate action with respect to the adoption of the resolution(s) approving and/or authorizing the execution of the said action(s).

HHA Board Committee Member: Chairman Delvin L. Sullivan Date: 02/19/2019

HHA Board Committee Member: Vice-Chairman Leon D. Fountain Date: 02/19/2019

HHA Staff Member: ______________________________ Date: ______________
HUNTSVILLE HOUSING AUTHORITY

REQUEST FOR BOARD ACTION

Resolution Authorizing the Executive Director/CEO/Contracting Officer to Amend a Contract with KeyTrak for the Purchase of a Key Management System

February 25, 2019

INTRODUCTION

After receiving approval from the Huntsville Housing Authority (HHA) Board of Commissioners to purchase a key management system from KeyTrak in January 2019, HHA staff issued a purchase order (P.O.) to KeyTrak for the system. The representative from KeyTrak informed HHA that since the P.O. contained references to terms and conditions outlined by the Department of Housing and Urban Development (HUD), KeyTrak would have to refer HHA to their federal re-seller, which is Federal Key. Only Federal Key can enter into contracts and purchase orders that have federal terms, like those involved with HHA’s P.O.

PURPOSE/OBJECTIVE

To amend the previous contract with KeyTrak to allow for the purchase to occur through their federal reseller, Federal Key.

JUSTIFICATION/DESCRIPTION

In order to move forward with the purchase of the key management software, the purchase must be made from a federal reseller who can accept the federal terms and conditions as outlined in the HUD-required documents.

The federal reseller provided a quote to HHA with all of the same equipment and services outlined by the original Key Trak proposal, and with the same pricing.

ECONOMIC IMPACT

Amount not to exceed $175,000. The funds will be paid from the Operations Fund for the sites.

RECOMMENDATION

The Executive Director/CEO/Contracting Officer recommends amending the contract with KeyTrak to allow the purchase of key management equipment from their federal reseller, Federal Key, who can abide by the federal terms and conditions outlined by the HUD-required documents, for an amount not to exceed $175,000.00.

______________________________
Sandra Eddlemon
Executive Director/CEO

______________________________
Danielle Thomas
Director of Housing Operations

Date

Date

ACTION TAKEN: ____________________________
PRELIMINARY

RESOLUTION AUTHORIZING THE
EXECUTIVE DIRECTOR/CEO/CONTRACTING OFFICER TO
AMEND A CONTRACT WITH KEYTRAK FOR THE PURCHASE OF A
KEY MANAGEMENT SYSTEM

RESOLUTION NO. 2019-

WHEREAS, in January 2019 the Huntsville Housing Authority (HHA) Board of Commissioners approved the purchase of key management system from KeyTrak to help ensure the safety and security of HHA residents and property; and

WHEREAS, in February 2019, after reviewing the federal terms and conditions outlined in the purchase order and HUD-required documents, KeyTrak informed HHA staff that the system would need to be purchased from KeyTrak’s federal reseller, Federal Key; and

WHEREAS, Federal Key has submitted a quote for the same equipment and services outlined by the original Key Trak proposal, and with the same pricing; and

WHEREAS, the original contract with KeyTrak must be amended to allow HHA to make the purchase for Federal Key so that all federal terms and conditions can be met;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Huntsville Housing Authority that the Executive Director/CEO/Contracting Officer is authorized to amend the contract with KeyTrak to allow the purchase of a key management system from their federal reseller, Federal Key, who can abide by the federal terms and conditions outlined by the HUD-required documents, for an amount not to exceed $175,000.00.

ADOPTED THIS 25th DAY OF FEBRUARY 2019

Delvin L. Sullivan, Chairman

SEAL

Attest:

Sandra Eddlemon Secretary