

BOARD PACK

for

November Board Meeting

Monday, November 21, 2022 12:00 PM (CST)

Held at:

Resident Services

212 Seminole Drive, Huntsville, Alabama 35805

Generated: 2022-11-15 17:13:45

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Agenda

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AGENDA





Name: **Huntsville Housing Authority** Date: Monday, November 21, 2022 Time: 12:00 PM to 1:00 PM (CST) Location: Resident Services, 212 Seminole Drive, Huntsville, Alabama 35805 Board Members: Chanda Crutcher, Delvin Sullivan, Larry Lowe, Leon Fountain (Chair), Shaquila Willie Attendees: Ashley Jones, Teresa Wade-Chase, Turkessa Coleman-Lacey, Teresa Boyd, Carol Jones, Carmisha Danson, Michael Norment, Andreas Smith, Neil Andrew, Desiree Patterson, Gene Leonard, Jacqueline Egbujo Notes: Test meeting notes area at top of agenda.

1. Regular Meeting

1.1 CALL TO ORDER

1.2 ROLL CALL

1.3 APPROVAL OF MINUTES: October 17, 2022

Supporting Documents:

1.3.a October 2022 - Minutes.doc 5

1.4 OLD BUSINESS

1.5 NEW BUSINESS

2. FINANCIAL SERVICES

2.1 AGENDA ITEM #1

Teresa Wade-Chase

Act on Resolution to Change in Fiscal Year End from 03/31 to 12/31.

Supporting Documents:

2.1.a	CONTROL DOCUMENT 001.pdf	9
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2.1.c	NOTICE PIH 2001-25_001.pdf	12
2.1.d	BDO PHA FINANCE_001.pdf	17
2.1.e	OPERATING FUND GRANT_001.pdf	19
2.1.f	2022 -27 RESOLUTION Fiscal year End Change.doc	21

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2.2 AGENDA ITEM #2

Teresa Wade-Chase

Presentation of Cumulative Low-Income Housing Finance Report for the Period Ended September 30, 2022.

Supporting Documents:

2.2.a	Fnance Report 093022.pdf	2
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3. Public Housing Operations

3.1 AGENDA ITEM #3

Teresa Boyd

Act on a Resolution Approving the Executive Director/CEO/Contracting Officer to Enter into a Contract to Modernize the Elevators at Johnson Towers.

Supporting Documents:

3.1.a	CONTROL DOCUMENT - TERRY_001.pdf	25
3.1.b	RBA - TERRY_001.pdf	26
3.1.c	Johnson Towers Elevator Modernization TKE Rev 11-1-22 Omnia R200502-317740.pdf	28
3.1.d	2022 RESOLUTION Johnson Elevators.doc	45

4. Executive Director/CEO Comments

4.1 PUBLIC COMMENTS

4.2 COMMISSIONER COMMENTS

5. ADJOURNMENT

5.1 Close the meeting

Next meeting: No date for the next meeting has been set.

4



For More Than 70 Years

Leon D. Fountain Chairman

Shaquila Willie Vice Chairman

Delvin L. Sullivan Commissioner

Chanda Crutcher Commissioner

Larry Lowe Commissioner

Antonio McGinnis, Sr. Executive Director/CEO

MINUTES

BOARD MEETING of the HUNTSVILLE HOUSING AUTHORITY October 17, 2022 12:00 P.M.

1. CALL TO ORDER

Chairman Fountain called the meeting to order at 12:02 p.m.

2. ROLL CALL

Chairman Fountain took the roll of the Board of Commissioners and the following commissioners were present:

Leon D. Fountain Shaquila Willie Delvin L. Sullivan Chanda Crutcher Larry Lowe

Also present were Antonio McGinnis, Executive Director/CEO, Ashley Jones, Attorney, and several members of the HHA staff.

3. APPROVAL OF MINUTES OF THE SEPTEMBER 19, 2022, BOARD OF COMMISSIONERS' MEETING.

Chairman Fountain stated that the minutes of the Board of Commissioners' meeting for September 19, 2022, had been transcribed and circulated prior to the meeting. (A copy of which is attached hereto). He asked if there were any corrections, additions, changes, or deletions; there were none.





Vice Chairman Willie moved to approve the minutes of the September 19, 2022, Huntsville Housing Authority Board of Commissioners' Meetings. The motion was seconded by Commissioner Sullivan and the minutes were approved by unanimous voice vote.

3. OLD BUSINESS

There was no old business to be considered.

4. NEW BUSINESS

(Note: referenced resolutions attached hereto).

Financial Services

A. Mrs. Teresa Wade-Chase introduced Mr. Justin Measley for the Huntsville Housing Authority 2022 Audit Results.

Mr. Measley referred to the presentation handouts "Huntsville Housing Authority 2022 Audit Results" and identified the CliftonLarsonAllen staff members that conducted the audit. Mr. Measley presented the report in detail to the Board regarding information about the audit such as the financial statements, and the communication summary of the audit. These results were as follows:

Mr. Measley informed the Board that there were no significant difficulties in preforming the audit. The staff was very responsive and collaborative.

The Single Audit requires one major program to be chosen to audit for compliance. The Housing Choice Voucher Department was chosen for the FYE of 2022. The Housing Authority received an unmodified opinion again this year; however, two compliance findings were observed. All of the necessary action plans were put into place to resolve the findings. All other records have been maintained in good order and the Audit is closed.

No material weaknesses in Internal Control were found and there were no prior year findings to address. The report was accepted as presented.

B. A report was given by Mrs. Teresa Wade-Chase, Director of Finance/CFO, of Cumulative Low-Income Housing Finance Report for the Period Ending August 31, 2022.





Public Housing Operations

C. Mrs. Terry Boyd, Director of Housing Operations, presented a Resolution Approving the Executive Director/CEO/Contracting Officer to Enter into a Contract to Conduct Annual Inspection Services using the Uniform Physical Condition Standards Required.

Resolution No. 2022-25 was discussed. Various Commissioners addresses questions that Mrs. Terry Boyd, responded to, providing information specifics.

Commissioner Lowe moved to pass Resolution No. 2022-25. The motion was seconded by Vice Chairman Willie and the resolution was approved by unanimous voice vote.

D. Mrs. Terry Boyd, Director of Housing Operations, presented a Resolution Authorizing the Executive Director/CEO/Contracting Officer to Enter into a Memorandum of Understanding with Huntsville Utilities for the Uplift Program.

Resolution No. 2022-226 was discussed. Various Commissioners addresses questions that Mrs. Terry Boyd, responded to, providing information specifics.

Commissioner Sullivan moved to pass Resolution No. 2022-26. The motion was seconded by Commissioner Lowe and the resolution was approved by unanimous voice vote.

Real Estate Development

E. A presentation was given by Mr. Andreas Smith, Director of Real Estate Development, on Huntsville Housing Authority's current Real Estate development plans.

5. EXECUTIVE DIRECTOR/CEO COMMENTS

Executive Director McGinnis touched on a few topics with the Board of Commissioners. One topic touched upon was the Butler Terrace Addition demolition. He stated that HHA is getting ahead of the game by creating speaking points with our social media team. He stated that he wanted to make sure that the right message got out as the units start to come down. He mentioned that he is aware that we will get a lot of traffic in and comments coming our way so we want to make sure we message that the right way.





Executive Director McGinnis mentioned the grant that Andreas Smith, Director of Real Estate Development, mentioned earlier for the Choice Neighborhood Initiative (CNI) is due in late January, so conversations will be held with the city to see if we're in a position to ahead and apply this year or wait until the end of next year.

Executive Director McGinnis invited the Board of Commissioners to the Public Library on Sparkman at 5:00 p.m., Tuesday. He mentioned that he will be speaking to the Leadership 36th about housing and some of the concerns that we have across the city.

6. PUBLIC COMMENTS

There were no public comments.

7. COMMISSIONER COMMENTS

Chairman Fountain mentioned that there were no public comments at this time. He also asked the Commissioners if they had any comments, we will entertain that, and if not, we'll stand adjourned. Chairman Fountain stated that we normally wouldn't do something like this to abbreviate the meeting but we have one of our community partners at the Boys & Girls Club making a major announcement at a press conference about the new Huntsville location on Pulaski Pike. He mentioned that it's like five and a half million dollars in gifts from Redstone Federal Credit Union and Whitesburg Baptist Church. He stated that with the deep relationship we have with the Boys and Girls Club and a long history of working with our youth and children and families in public housing we wanted to make sure we in attendance to support. With that information the meeting was adjourned.

8. ADJOURNMENT

Chairman Fountain asked if there was any further business to come before the Board. There being no further business to come before the Board, the meeting was adjourned at 12:40 p.m.

Leon Fountain,	Chairman

Attest



IGUALDAD DE OPORTUNIDAD EN LA VIVIENDA

HUNTSVILLE HOUSING AUTHORITY

Board of Commissioners' Meeting Agenda Item Control Document

Date: November 21, 2022

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

Department: Financial Services

Board of Commissioners' Meeting (Date): November 21, 2022 at 12:00 p.m.

Board Agenda Item(s):

1. Act on Resolution to Change in Fiscal Year End from 03/31 to 12/31.

2. Presentation of Cumulative Low-Income Housing Finance Report for Period Ended September 30, 2022.

Approved by: Antonio McGinnis, Sr. / Date

Executive Director/CEO/Contracting Officer

HHA Board Committee Member: Leon D Fountain, Chairman

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: Shaquila Willie, Vice Chairman Date: 11/21/2022

HHA Staff Member: Jenem Whole Chan Date: 11-21-2022

Date: 11/21/2022

REQUEST FOR BOARD ACTION

Resolution Authorizing the Executive Director/CEO to Request a Change in The Fiscal Year End from 03/31 to 12/31 from the U.S. Department of Housing and Urban Development

November 21, 2022

INTRODUCTION

Act on resolution authorizing the Executive Director/CEO/Contracting Officer to request to change Fiscal Year End from 03/31 to 12/31.

PURPOSE/OBJECTIVE

The purpose of this action is to request that all Huntsville Housing Authority Operations have the same Fiscal Year End of 12/31. Huntsville Senior Apartments, L.P. and 360 Properties Huntsville, L.P. are two Discreetly Present Component Unit that have a Calendar Year End of 12/31. The Huntsville Housing Authority Operating Fund, Capital Fund, Resident Opportunity and Self Sufficiency, Special Needs Assistance, Housing Choice Vouchers, Emergency Housing Vouchers, Mainstream Vouchers, Central Office Cost Center, and Business Activates have a Fiscal Year End of 03/31.

JUSTIFICATION/DESCRIPTION

The justification of this request is to align all Huntsville Housing Authority Operations to report on the same Fiscal Year End of 12/31. The Operating Fund Grant (Subsidy) is dispersed from HUD based on a calendar year. The change of the fiscal year will result in stream lining the administrative operations into one fiscal year end closeout process. All Financial Data System (FDS) reporting to HUD and audits for all HHA entities will be conducted at one time in the year.

ECONOMIC IMPACT

There will no economic impact.

ALTERNATIVES

None determined at this time.

ATTACHMENTS

PIH 2001-25 BDO PHA Finance Newsletter March 2017 Huntsville Housing Authority Funding Grants

RECOMMENDATION

The Executive Director/CEO recommends approval of the request to change Huntsville Housing Authority Fiscal Year End from 03/31 to 12/31.

Antonio McGinnis, Sr.	Teresa Wade-Chase
Executive Director/CEO	Director of Finance/CFO
Date:	Date:
Action Taken:	



U.S. Department of Housing and Urban Development Public and Indian Housing

Special Attention of: Public Housing Agencies (PHAs); Secretary's Representatives; State/Area Coordinators; Directors, Public Housing Divisions; Resident Management Corporations (RMCs) **Notice** PIH 2001-25 (HA)

Issued: July 23, 2001

Expires: July 31, 2002

Cross References:

Subject: Coordination of HUD Database Changes Due to Public Housing Agency Organizational Changes Or Change in Fiscal Year End

1. PURPOSE

This Notice has the following two purposes:

- to provide Public Housing Agencies (PHAs) and HUD staff with procedural guidelines to assure that all HUD management information, accounting, and payment systems are updated in a timely and coordinated manner when database changes are required due to PHA organizational or Fiscal Year End (FYE) changes;
- to establish a new HUD requirement that a PHA must use a common fiscal year end for its public housing program, its housing choice voucher program, and its Section 8 moderate rehabilitation program.

With respect to PHA organizational changes, this Notice addresses only the coordination of information that affects electronic databases as a result of the organizational change. This Notice does not address the approval, processing or implementation of the organizational change itself. A separate Notice will be issued to provide PHAs and HUD staff with procedural and operational guidelines for PHAs who choose to merge, consolidate and/or enter into a consortium.

2. BACKGROUND

In the past few years, HUD has developed a number of electronic reports and computerized databases that share information in various management information, accounting, and payment systems. These systems are used to collect required PHA data in such areas as PHA characteristics (project numbers, number of units, program types, etc.), operating and capital budgets, financial reporting, fund disbursement, and performance evaluations (Public Housing Assessment System (PHAS) and Section 8 Management Assessment Program (SEMAP). In addition, the electronic systems are integrated so that systems draw upon other systems for PHA information. Changes in PHA external organization structure (for example, formation of consortia, mergers, and consolidations), or PHA fiscal year end changes, impact all of the HUD systems. Therefore, it is essential that implementation of system changes be coordinated at the Headquarters level.

3. PHA SUBMISSION TO LOCAL FIELD OFFICE

PHAs that plan to form a consortium, merge or consolidate into a single PHA, or that are requesting a change in their fiscal year end (FYE), or are making other organizational changes that affect PHA project configurations, the funding process, or the reporting process, must supply the local HUD Field Office with the necessary information to update the HUD electronic data systems. When more than one PHA is party to the change, a single request for database changes should be submitted by the lead PHA. The request should reference all affected PHAs, and contain applicable information for all affected PHAs.

If a FYE change is involved, the required information must be provided to the local HUD Field Office at least 90 calendar days prior to the *current* FYE of the PHA. For example: if the PHA wants a FYE change to 12/31 and the PHA's current FYE is 6/30, the required information must be submitted by the PHA to the HUD Field Office by 3/01. The implementation of a FYE change must be prospective rather than retroactive.

- **A.** The PHA correspondence to the Field Office, signed by the PHA Executive Director, should include:
 - the reason for the database change request; i.e, the basic action being undertaken an organizational change (such as consolidation, merger, consortium) and/or a change in FYE
 - the name(s) and the PHA code(s) of the PHAs involved in the requested action
 - the name of the new entity, if applicable
 - the name of the lead PHA that funding is to be directed to on behalf of participating PHAs in a consortium
 - the current FYE of each PHA
 - the requested FYE of each PHA

- the program name and PHA PAS/LOCCS or HUDCAPS project number for each program area that will be affected by the request, such as:
 - Public Housing Operating Fund (operating subsidy)
 - Public Housing Capital Fund (modernization)
 - Public Housing Grant Programs
 - Housing Choice Voucher Program
 - Section 8 Moderate Rehabilitation Program

Note: A FYE change affects all program areas of a PHA.

- **B.** The information listed in 3A is required for HUD systems update. The local HUD Field Office staff may need to request additional information (e.g., copies of approved ACC amendments, Board Resolutions, PHA Annual Plans) to support or implement the basic action (e.g., consolidation, merger, consortium) that makes the database change necessary.
- C. The PHAs involved in the change are responsible for assuring that necessary system access authorizations, passwords, Direct Deposit Sign-up Form SF-1199A for new bank accounts, Change of Address Request Form HUD-27056, and other change forms are submitted as required.
- **D.** The PHAs involved in the change are responsible for assuring that the change complies with non-HUD Federal, State and Local Government requirements.

4. FIELD OFFICE SUBMISSION TO HEADQUARTERS

The Field Office will review the information submitted by the PHA to assure that the PHA has submitted all of the necessary information listed in 3A, including sufficient accounting information to identify the programs affected. The Field Office will obtain any missing information from the PHA before forwarding the database information change request to Headquarters.

- A. The Field Office will forward the PHA letter with the information listed in 3A by a cover memorandum addressed to the Deputy Assistant Secretary, Public and Assisted Housing Delivery, Attention: Funding and Financial Management Division. The request may be sent by either mail or facsimile. **Do not send e-mail requests.**
- **B.** The cover memorandum forwarding the PHA information should include:
 - the recommendation of the Field Office for approval of the data base change(s)
 - a statement indicating which, if any, of the PHAs involved in the request are "troubled"
 - the name and telephone number of a Field Office contact person.

If the request includes a "troubled" PHA, an copy of the cover memorandum should be sent to the Office of Trouble Agency Recovery (OTAR) having jurisdiction over the PHA.

The issue addressed in this Notice is only the coordination of data in the HUD electronic information systems (e.g., the notification of appropriate staff regarding the change in FYE so that all affected data systems can be changed). The Field Office, OTAR, or the Section 8 Financial Management Center will be responsible for assuring that the appropriate steps (e.g., amendment of ACCs for consolidation of PHAs) are taken with respect to HUD program approval or implementation of the PHA organizational changes that make the database changes necessary.

5. HUD HEADQUARTERS IMPLEMENTATION

The PHA/Field Office/OTAR will be notified by letter from the Assistant Secretary, Public and Indian Housing, that the required database changes have been approved.

- A. The Funding and Financial Management Division (FFMD), Office of Public & Assisted Housing Delivery, will be the lead office at Headquarters to coordinate the database change request with the HUD offices responsible for, or affected by, the various electronic data systems.
 - FFMD will review the PHA request and information as submitted by the FO, and contact affected PIH program areas and HUD data systems offices in order to identify and resolve potential problems with the requested change. This coordination will include offices within PIH and offices outside PIH, such as the Office of Capital Investment, the Office of Troubled Agency Recovery (when troubled PHAs are involved), the Grants Management Center, the Section 8 Finance Division, the CFO Accounting Center, the Real Estate Assessment Center and the Section 8 Financial Management Center.
 - FFMD will notify the Field Office if additional information is required, or if for some reason, the database changes cannot be approved as requested by the PHA.
 - FFMD will prepare a response to the PHA/Field Office for the signature of the Assistant Secretary, Office of Public and Indian Housing, approving the database changes. The response will be circulated, as necessary, for the prior concurrence of PIH program offices and HUD data systems offices affected by the changes.
 - FFMD will notify the Field Office, OTAR, and all offices that concurred in the response, when the Assistant Secretary signs the response.

B. The offices responsible for maintaining the various electronic data systems will be responsible for updating the databases and information systems within their respective areas of responsibility and within the timeframe necessary for implementation of the requested change.

If additional information is needed, please contact Regina McGill, Director of the Funding and Financial Management Division, Office of Public and Assisted Housing Delivery at (202) 708-1872.

/s/ Karen A. Newton for Paula O. Blunt, Acting General Deputy Assistant Secretary for Public and Indian Housing



NEWS AND UPDATES FROM BDO PHA FINANCE

FLASH ALERT



CHANGING YOUR PHA'S FISCAL YEAR

Over the past several years, we have received inquiries on how to change a Public Housing Authority's (PHA) fiscal year end (FYE). There seems to be heightened interest due to several RAD conversions and mixed finance transactions (which sometimes have a different year-end than the PHA). The ease of having the entire portfolio on the same year-end reduces several administrative and accounting burdens.

PIH Notice 2001-25 provides *PHAs and HUD staff* with guidelines to assure that all HUD management information, accounting, and payment systems are updated in a timely and coordinated manner when database changes are required due to PHA fiscal year end changes, forming a consortium and merging two PHAs together. Additionally, PIH Notice 2001-25 provides direction to establish a new HUD requirement that a PHA must use a common fiscal year end for its public housing program, its housing choice voucher (HCV) program and its Section 8 moderate rehabilitation (MOD Rehab) program.

The first step for PHAs is to submit a plan to the local field office. The PHA's plan must include the cause to form a consortium, merge or consolidate into a single PHA, request a change in their fiscal year end, or assert that they are making other organizational changes that affect PHA project configurations, the funding process, or the reporting process. This is in addition to the specifics the PHA must supply the local HUD field office with the necessary information to update the HUD electronic data systems. When more than one PHA is party to the change, a single request for database changes should be submitted by the lead PHA. The request should reference all affected PHAs and contain applicable information for all affected PHAs.

If a fiscal year-end change is requested, the required information must be provided to the local HUD field office at least 90 calendar days prior to the current FYE of the PHA. For example: if the PHA wants a FYE change to 12/31 and the PHA's current FYE is 6/30, the required information must be submitted by the PHA to the HUD field office by 3/1. The implementation of a FYE change must be prospective rather than retroactive.

CONTACT:

BRIAN ALTEN, Partner BDO PHA Finance (215) 940-7812 balten@bdo.com

1801 Market Street Suite 1700 Philadelphia, PA 19103

ABOUT BDO PHA FINANCE

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The PHA should send the field office the following information from the executive director:

- The reason for the database change request; i.e, the basic action being undertaken an organizational change (such as consolidation, merger, consortium) and/or a change in FYE
- The name(s) and the PHA code(s) of the PHAs involved in the requested action
- The name of the new entity, if applicable
- The name of the lead PHA that funding is to be directed to on behalf of participating PHAs in a consortium
- The current FYE of each PHA
- The requested FYE of each PHA 3
- The program name and PHA PAS/eLOCCS or HUDCAPS project number for each program area that will be affected by the request, such as:
 - Public Housing Operating Fund (operating subsidy)
 - Public Housing Capital Fund (modernization)
 - **Public Housing Grant Programs**
 - Housing Choice Voucher Program
 - Section 8 Moderate Rehabilitation Program

Note: A FYE change affects all program areas of a PHA

The field office will review the information submitted by the PHA to assure receipt of the necessary information, including sufficient accounting information to identify the programs affected. The field office will obtain any missing information from the PHA before forwarding the database information change request to Headquarters. The field office will forward the PHA's cover letter with the supporting documentation to, "Deputy Assistant Secretary, Public and Assisted Housing Delivery, Attention: Funding and Financial Management Division."

The field office's cover memorandum forwarding the PHA information should include: the recommendation of the field office for approval of the data base change(s), a statement indicating which, if any, of the PHAs involved in the request are troubled and the name and telephone number of a field office contact person. If the request includes a troubled PHA, a copy of the cover memorandum should be sent to the Office of Trouble Agency Recovery (OTAR) with jurisdiction over the PHA.

The PHA/field office/OTAR will be notified by letter from the Assistant Secretary of Public and Indian Housing that the required database changes have been approved. The Funding and Financial Management Division (FFMD), Office of Public & Assisted Housing Delivery, will be the lead office at Headquarters to coordinate the database change request with the HUD offices responsible for, or affected by, the various electronic data systems.

FFMD will review the PHA request and information as submitted by the field office and contact the affected PIH program areas and HUD data systems offices in order to identify and resolve potential problems with the requested change. This coordination will include: offices within PIH and offices outside PIH, such as the Office of Capital Investment, and any troubled agency contacts (when troubled PHAs are involved), the Grants Management Center, the Section 8 Finance Division, the CFO Accounting Center, the Real Estate Assessment Center and the Section 8 Financial Management Center.

FFMD will notify the field office if additional information is required, or if for some reason the database changes cannot be approved as requested by the PHA. FFMD will prepare a response to the PHA/field office for the signature of the Assistant Secretary of the Office of Public and Indian Housing, approving the database changes. The response will be circulated, as necessary, for the prior concurrence of PIH program offices and HUD data systems offices affected by the changes. FFMD will notify the field office, OTAR and all offices that concurred in the response, when the Assistant Secretary signs the response.

For details and insights on the latest HUD updates, visit BDO PHA Finance today.

OPERATING FUND GRANT:

AL047000002 - BUTLER TERRACE

AL047000003 - SPARKMAN HOMES

AL047000004 - BUTLER TERRACE ADDITION

AL047000006 - NORTHWOODS

AL047000008 - JOHNSON TOWERS

AL047000010 - SEARCY HOMES

AL047000011 - THE TODD TOWERS

AL047000014 - L R PATTON

AL047000016 - SCATTERED SITES

AL047000019 - STONE MANOR

AL047000051 - BROOKSIDE

AL047000052 - LINCOLN PARK

AL047000060 - HUNTSVILLE SENIOR APARTMENTS

AL047000061 - LEGACY HILL

AL047000062 - CHESTNUT GLEN

AL047000063 - STONE RIDGE VILLAS 1

HOUSING CHOICE VOUCHER

AL047 – SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

AL047 – SECTION 811 MAINSTREAM PROGRAM

AL047 – EMERGENCY HOUSING VOUCHER PROGRAM

CAPITAL FUND PROGRAM: (CFP)

AL09E047501-19

AL09L047501-19

AL09P047501-17

AL09P047501-19

AL09P047501-20

AL09P047501-21

AL09P047501-22

RESIDENT OPPORTUNITY & SELF SUFFICIENCY (ROSS):

FSS22AL4369

ROSS201451

SPECIAL NEEDS ASSISTANCE (SNAP)

AL0046L4C031912

AL0046L4C032013

AL0046L4C032114

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO/ TO REQUEST A CHANGE IN THE FISCAL YEAR END FROM 03/31 TO 12/31 FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

RESOLUTION NO. 2022 - 27

WHEREAS, Huntsville Housing Authority (HHA) request to change the Fiscal year end from 03/31 to 12/31 from the U.S. Department of Housing and Urban Development.

WHEREAS, HHA will have one Fiscal Year End for all Huntsville Housing Authority Operations as of 12/31.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Commissioners of the Huntsville Housing Authority, that the Executive Director/CEO/ Contracting Officer is hereby authorized to request that the Fiscal Year End be changed from 03/31 to 12/31.

ADOPTED THIS 21st DAY OF N	OVEMBER, 2022	
	Loop D. Foyntain Chairman	
CEAL	Leon D. Fountain, Chairman	
SEAL		
Attest:		
Attest.		
Antonio McGinnis Sr. Executive I	Director/CFO	

Huntsville Housing Authority Combined BAF, COCC AND PH COMBINED Fiscal Year End 03/31/2023 YEAR TO DATE AS OF September 30, 2022

	Annual Budget	Actual YTD	Budget YTD	Variance Favorable (Unfavorable)	Variance Percentage	
Revenue						
Tenant Rental Revenue	2,806,464.00	1,434,293.00	1,403,232.06	31,060.94	2%	
Other Tenant Charges	59,271.00	31,650.00	29,640.00	2,010.00	7%	
Operating Subsidy	6,803,290.00	3,899,905.00	3,401,655.06	498,249.94	15%	
HUD PHA Operating Grant-CFP	1,435,807.00	523,116.80	717,902.48	(194,785.68)	-27%	
Interest Income	19,174.00	15,592.53	9,588.98	6,003.55	63%	
Investment Income Restricted	0.00	0.00	0.00	0.00		
Section 8 Rental Income	12,000,00	6.000.00	6,000.00	0.00	0%	
Management Fees - Public Housing	1,009,463.00	481,651.92	504,732.00	(23,080.08)	-5%	
Bookkeeping Fees - PH & HCV	270,900.00	135,105.00	135,450.00	(345.00)	0%	
Asset Management Fees - Public Housi	165,480.00	90,780.00	82,740.00	8,040.00	10%	
Service Fee Revenue	611,558.00	238,398.60	305,780.02	(67,381.42)	-22%	
Management Fees - Capital Fund	434,786.00	217,392.00	217,392.00	0.00	0%	
Management Fees - Section 8	243,936.00	121,380.00	121,968.00	(588.00)	0%	
Management Fees - 360 Properties	52,666.00	25,455.04	26,334.00	(878.96)	-3%	
Other Income	325,147.00	336,892.79	162,570.00	174,322.79	107%	
Gain On Disposition of Fixed Assets	0.00	0.00	0.00	0.00	101 70	
Inter-AMP Transfer In	0.00	0.00	0.00	0.00	0%	
Total Revenue	14,249,942.00	7,557,612.68	7,124,984.60	432,628.08	6%	(1)
Expenses:						
Administration:						
Administrative Salaries	2,313,647.00	1,070,361.37	1,156,830.00	86,468.63	7%	
Compensated Absences	0.00	0.00	0.00	0.00	0%	
Employee Benefits - Administrative	878,275.00	424,686.37	439,146.00	14,459.63	3%	
Audit Fees	35,200.00	28,665.00	17,599.82	(11,065.18)	-63%	
Management Fees	1,009,465.00	481,651.92	504,732.52	23,080.60	5%	
Bookkeeping Fees	118,440.00	59,242.50	59,235.00	(7.50)	0%	
Advertising and Marketing	8,601.50	10,250.00	4,300.86	(5,949.14)	-138%	
Office Expense	501,939.00	237,273.81	250,980.74	13,706.93	5%	
Legal	71,158.00	55,125.46	35,574.00	(19,551.46)	-55%	
Training and Travel	57,682.00	46,842.24	28,844.02	(17,998.22)	-62%	
Other Administrative Costs	141,947.00	79,137.43	70,963.28	(8,174.15)	-12%	
Total Administration	5,136,354.50	2,493,236.10	2,568,206.24	74,970.14	3%	
Asset Management Fee	165,480.00	90,780.00	82,740.00	(8,040.00)	-10%	(2)
Tenant Services:						
Salaries	150,085.00	83,421.83	75,048.00	(8,373.83)	-11%	
Relocation	0.00	1,030.00	0.00	(1,030.00)	0%	
Employee Benefits - Tenant Services	81,777.00	37,212.56	40,890.00	3,677.44	9%	
Other/Funding/Travel and Training	33,699.00	21,004.01	16,853.48	(4,150.53)	-25%	
Total Tenant Services	265,561.00	142,668.40	132,791.48	(9,876.92)	-7%	

Huntsville Housing Authority Combined BAF, COCC AND PH COMBINED Fiscal Year End 03/31/2023 YEAR TO DATE AS OF September 30, 2022

	Annual Budget	Actual YTD	Budget YTD	Variance Favorable (Unfavorable)	Variance Percentage	
Utilities:	-					
Other Utilities	130,755.00	77,428.19	65,394.00	(12,034.19)	-18%	
Water	371,002.00	188,469.33	185,502.00	(2,967.33)	-2%	
Electric	381,556.00	205,579.64	190,782.00	(14,797.64)	-8%	
Gas	40,874.00	14,477.20	20,448.00	5,970.80	29%	
Sewage	546,994.00	246,224.42	273,500.02	27,275.60	10%	
Total Utilities	1,471,181.00	732,178.78	735,626.02	3,447.24	0%	
Maintenance:						
Labor - Maintenance	1,746,642.40	854,199.74	873,321.68	19,121.94	2%	
Employee Benefits - Maintenance	810,393.00	367,874.09	405,204.00	37,329.91	9%	
Materials	1,424,225.00	877,687.52	712,116.00	(165,571.52)	-23%	
Contract Costs	1,138,703.00	525,219.65	569,362.96	44,143.31	8%	
Total Maintenance	5,119,963.40	2,624,981.00	2,560,004.64	(64,976.36)	-3%	
Protective Services:						
Protective Services Contract Costs	340,000.00	228,531.55	169,997.02	(58,534.53)	-34%	
Total Protective Services	340,000.00	228,531.55	169,997.02	(58,534.53)	-34%	(3)
General Expenses:						
Insurance	1,196,024.00	592,808.18	598,013.42	5,205.24	1%	
Other General Expenses	411,125.00	173,849.00	205,566.00	31,717.00	15%	
Payment In Lieu of Taxes	105,640.00	0.00	52,824.00	52,824.00	100%	
Total General Expenses	1,712,789.00	766,657.18	856,403.42	89,746.24	10%	(4)
Other:						
Collection Loss (Bad Debt Expense)	100,000.00	78,283.24	50,004.06	(28,279.18)	-56.55%	
Extraordinary Maintenance	0.00	0.00	0.00	0.00	0.00%	
Extraordinary Items	0.00	0.00	0.00	0.00	0.00%	
Casualty Loss	10,000.00	37,388.63	4,998.00	(32,390.63)	-648.07%	
Interest Mort or Bonds Payable	0.00	0.00	0.00	0.00	0.00%	
Amortization of Bond Issue Costs	0.00	0.00	0.00	0.00	0.00%	
COCC Transfer to Section 8	0.00	0.00	0.00	0.00	0.00%	
Inter AMP Transfer Out	0.00	0.00	0.00	0.00	0.00%	
Loss Disposition of Fixed Assets	0.00	0.00	0.00	0.00	0.00%	
Total Other	110,000.00	115,671.87	55,002.06	(60,669.81)	-110%	(5)
Total Expenses	14,321,328.90	7,194,704.88	7,160,770.88	(33,934.00)	0%	
Net Income/Loss	(71,386.90)	362,907.80	(35,786.28)	398,694.08	-1114%	
Capital Assets Addition	0.00	0.00	0.00	0.00	0.00%	
Increase/Decrease in Unrestricted Net Position	(71,386.90)	362,907.80	(35,786.28)	(398,694.08)	1114%	

Explanations of Variances for September 30, 2022

- (1) Total Revenue The favorable increase in total revenue is due to the 2012 Operating Reserve Offset Ligation settlement of \$227,351. These funds are listed in the Other Income of Total Revenue. The FYE 033123 Operating Subsidy budget was based on allocation of 95%, but actual funds received are over 100%. These favorable variances are partial offset by lower than budgeted service revenue. The FYE 03/31/23 Lawncare Service Budget was based on servicing two developments for an annual amount of \$265,000, but the actual Lawncare Service activity is for one development at the amount of \$192,000. This is the first year that the Business Activity Fund has provided Lawncare Service.
- (2) Asset Management Fee The budget did not include Butler Terrace Addition to incure Asset Management Fees. Upon review the site can incure the fee up until demolition is started. This has been noted to be included in the budget revision.
- (3) Protective Services Expense Based on Contracted Services with Huntsville Police Dept and a Private Security Company. The Private Security Company services the Tower Buildings for 24hr coverage and there is additional cost when services are used during Holidays. This expense will be reviewed and has been noted to be included in the budget revision.
- (4) Total General Expense Pilot expense occurs once audit is complete and amounts have been verified.
- (5) Total Other The Casualty Loss FYE 03/31/23 approved budget amount was for \$10,000, because there was only one fire damaged unit claimed to be settled. HHA has incurred additional fire units at 503 A Webster Drive and Johnson Towers Unit 312. The insurance proceeds for this units are pending. Also, the April 1,2022 renewed insurance deductible was increased to \$25,000.00 per occurrence.

Board of Commissioners' Meeting Agenda Item Control Document

Date: November 2, 2022
HHA Staff Representatives: Terry Boyd, Director of Public Housing Operations
Department: Public Housing Operations
Board of Commissioners' Meeting (Date): November 21, 2022
Board Agenda Item(s):
 Act on a Resolution authorizing the Executive Director/CEO/Contracting Officer to Enter into a Contract with TK Elevator Corporation for the Modernization of the Elevators at Johnson Towers.
Date/Time/Place of Board of Commissioners' Committee Meeting:
Approved by: Antonio McGinnis, Sr. Executive Director/CEO
Board Agenda Topic (Narrative):
Extract from Minutes of Committee Meeting:
Specimen copy of the HHA attorney's opinion relative to the form, content and legality of the proposed agenda item(s), if applicable (attached). Yes / No (circle one)
Housing Management 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, Leon D. Fountain 11/21/2022 Signature Date
HHA Board Committee Member Vice Chairman Shaquila Willie 11/21/2022 Signature Date
HHA Staff Member Serva Signature Boyd 11/15/22 Signature Date

REQUEST FOR BOARD ACTION

Resolution authorizing the Executive Director/CEO/Contracting Officer to enter into a contract with TK Elevator Corporation for the modernization of the elevators at Johnson Towers.

November 21, 2022

INTRODUCTION

Act on resolution authorizing the Executive Director/CEO/Contracting Officer enter into a contract with TK Elevator Corporation for the modernization of the elevator system at Johnson Towers.

PURPOSE/OBJECTIVE

The purpose of the action is to improve the operation of the elevators at Johnson Towers which have had increasing maintenance issues. In the past year, HHA has spent more than \$25,000.00 on repairs to the elevators with sometimes multiple calls for service each month. Johnson Towers serves elderly and disabled individuals that rely on the elevators to access their units.

JUSTIFICATION/DESCRIPTION

HHA has exercised due diligence in its procurement process to arrive at the most cost-effective price by obtaining pricing under the Omnia cooperative agreement for the modernization of the elevator system at Johnson Towers.

ECONOMIC IMPACT

The price for the contract will be \$682,800.00. Funding will come from the HHA Low Rent Housing Operations fund.

ALTERNATIVES

None determined at this time.

ATTACHMENTS

TK Elevator Modernization Proposal.

RECOMMENDATION

The Executive Director/CEO recommends approval of the contract with TKE for the modernization of the elevator equipment at Johnson Towers.

Antonio McGinnis, Sr. Executive Director/CEO	Terry Boyd Director of Public Housing Operations		
Date:	Date:		
Action Taken:			



Johnson Towers

July 18, 2022

Purchaser: Huntsville Housing Authority Location: Johnson Towers

Address: 200 Washington St. NE Address: 216 Seminole Dr

Huntsville, AL 35801 Huntsville, AL 35805-3844

TK Elevator Corporation (hereinafter "TK Elevator") is dedicated to delivering Huntsville Housing Authority (hereinafter "Purchaser") the safest, highest quality vertical transportation solutions. I am pleased to present this customized Proposal (the "Proposal") in the amount of \$682,800.00 inclusive of all applicable sales and use taxes to modernize the elevator equipment described in the pages that follow at the above-referenced location.

Our modernization package is engineered specifically for your elevator system and will include the elevator mechanical and electrical components being replaced, refurbished or retained.

Benefits of Modernization include:

- · Increased durability and reliability
- · Improved fire and life safety features
- · Decreased waiting times
- · Reduced energy consumption
- · Reduced operational cost
- · Reduced troubleshooting time

This Proposal shall remain in effect for the next thirty (30) days unless it is revoked earlier by TK Elevator in writing. The price above is subject to escalation - even after Purchaser's acceptance of this Proposal – under certain circumstances including TK Elevator being subjected to increased charges by its suppliers for any of the applicable materials and/or components due to supply change issues; the imposition of new or increased taxes, tariffs, or other charges imposed by applicable governmental authorities; TK Elevator being subjected to increased charges from its shippers and/or freight forwarders; any material called for in this Proposal being released into production more than 6 months following the written acceptance of this Proposal; or any work described in this Proposal is not completed by December 31, 2022.

In the event you have any questions regarding the content of this Proposal, please do not hesitate to contact me. We appreciate your consideration.

Sincerely,

Eric Baker Modernization Specialist eric.baker@tkelevator.com +1 205 283 4672



SCOPE OF WORK

Grouping Name: 1 Gpower

Equipment Type: Geared(Traction)

Speed: 150 fpm

8 Stops (8 Front /1 Rear)

Capacity: 2500 lbs.

8 stops (8 front / 0 rear)

Units Included

Building Address	Nickname	TKE Serial #
216 Seminole Dr	1	
216 Seminole Dr	2	

Description of Work

Controller

- TAC 32T Controller (Includes options listed below)
 - 24 VDC Signal Voltage
 - · Auto Light and Fan Feature
 - · Car Independent Service
 - · Car Traveling Lantern Circuitry
 - · Door Bypass Operation
 - Electronic Door Detector Interface
 - Hoistway Access and Enable
 - THY Board
- tkE Green Drive 400C (2109CD004) VVVF AC Drive / Regenerative 30R
- Emergency Power (10-D-4A)
- Rear Door Operation
- Tenant Security Option
- Transformer for Geared (15 KVA)
- Machine Room Wiring Package
- eMax Monitoring Device Provisions

Machine

- Reuse Existing Machine
- Hang Car
- Brake Coil
- Brake Linings
- Drain Flush Refill Oil
- Seals
- Car/Cwt shackles w/springs, complete set
- Hoist Cables, traction steel, preformed



- 20 HP AC Motor
 - Mounting (coupling)
 - Velocity Encoder & Brake Switch for existing Dover
- HW Rope Gripper Model 622 with Standard Plate

Governor

- Governor/Safety Accessory Kit
- 12" Governor without Encoder (includes Tail Sheave)
- Governor Rope

Car

- Toe Guard for 2000 code (48")
- 8" Car roller guides (set of 4) tkE (spring loaded)
- Car Top Railing
- tkE Cable Strain Loadweigher (for 6 ropes)
- Fan: Two Speed
- Car Top Exit Switch
- Cab Wiring Material (200MK1)
- Work Light Receptacle for bottom of platform

Hoistway

- Screening
- TAC 32T Field Friendly Wiring Package:
 - · Includes single flat traveling cable with coax
 - hoistway wiring
 - · interlock wiring
 - · interlock connectors
 - · discrete wiring
 - FIBER OPTIC CABLE, HOISTWAY PIPING & DUCT ARE NOT INCLUDED.
- Hoistway Duct Kit (per run)
- APS (Absolute Positioning System) for TAC32T with Final Limit Switches
- Alarm Bell (for hoistway)

Pit

- Counterweight Weights as needed to balance new cab
- 4" Heavy Duty Cwt roller guides (set of 4) tkE
- Pit Stop Switch
- Pit Ladder 12" Wide

Cab

- Car Sill
- Platform Sub Flooring
- Steel Shell Cab (16 gauge steel) Powder Coated walls (includes Sound Deadening)



- 14 Gauge Canopy Powder Coated F-114 (White)
- Ceiling: Translucent Panels
 - 1.5in Natural Aluminum Frame
- Fronts: Swing Returns #4 S/S (441)
- Car Sill (SSSS, Aluminum)
- Car Door (SSSS, #4 S/S (441))
- Car Door (SSSS, #4 S/S (441))
- Handrails
 - Bar 1/4" x 2", Ends returned to wall
 - #4 S/S (300 Series)
- Bumper Rails
 - Bar 1/4" x 4", Ends returned to wall
 - #4 S/S (300 Series)

Door Equipment

- Gibs
- Hoistway Hanger / Hanger Rollers
- LD-16 Plus Door Operator with Complete carside equipment (FRONT)
 - includes Adapter kit (Tracks & Hangars), Clutch (w/ Car Door Lock latch & contact), & Car Top Inspection station (w/ alarm signal)
- Front Door Operator (SSSS) Additional Lead Time
- Micro Light 3D 2019 (Front)
- Micro Light 3D 2019 (Rear)
- 3D Cabsafe Components Package (Front)
- 3D Cabsafe Components Package (Rear)
- LD-16 Plus Door Operator with Complete carside equipment (REAR)
 - includes Adapter kit (Tracks & Hangars), Clutch (w/ Car Door Lock latch & contact)

Car Fixtures

- Main Car Station Includes Options Below
- • Swing Return (Mini-Swing (Column type) for New/Existing Dover/tkE Cabs)
- Debranded Car Station (No Logo)
- Vandal Resistant Floor Buttons
- Cast Braille Plates for Car Features
- Standard Key Switch Package
 - Fan
 - Light
 - Independent
 - Stor
 - Inspection/Hoistway Enable)
- Emergency Light mounted in COP
- 2004 and later Fire Service Phase II Features (includes instructions signage)
- Handicap Signal (Passing signal)



- Position Indicator (2" CE Segmented)
- ADA Phone System integral with COP (Rath)
- Speaker Pattern for Intercom System/ADA Phone
- Locked Service Cabinet
- Certificate Window
- Default Engravings
- GFI Outlet
- #4 Stainless Steel Finish (441)
- Door Open rear / Door Close rear
- Light Dimmer Switch (in Locked Compartment)
- Voice/Tone Keyswitch
- Emergency Light Test Button
- Voice Annunciator (mounted in COP)
 - · Standard features only
 - · additional costs apply for custom features
- Smart Rescue Phone 5 Standalone
- Car Riding Lantern (Vandal Resistant) #4 S/S (441)

Hall Fixtures

- 2009 & 2010 Elevator Communications Failure add
- Fire Service Phase I Engraved Instructions
 - · Fire Service Phase I Key Switch
- Emergency Power Jewel in Hall Station
 - Emergency Power Keyswitch (up to 2 elevators)
- Hoistway Jamb Braille (Pair of Standard) (# of Floors)
- Car Identification Plate (Pair)
- Standalone Hoistway Access Station #4 S/S (441)
- Terminal Hall Stations (Surface Mounted) with
 - Appendix O (Polycarbonate insert flame with engraved verbiage)
 - Fusion (#4 S/S (304))
- 2009 & 2010 Elevator Communications Failure add
- Terminal Hall Stations (Surface Mounted) with
 - Appendix O (Polycarbonate insert flame with engraved verbiage)
 - Fusion (#4 S/S (304))
- Intermediate Hall Stations (Surface Mounted) with
 - Appendix O (Polycarbonate insert flame with engraved verbiage)
 - Fusion (#4 S/S (304))

The following items will be completed by third party labor or suppliers through the coordination of TK:



General Building – Demo existing window unit AC, install external louver and sheet metal to patch existing hole, 33,000 BTU HVAC in machine room, patch hoistway ventilation on outside and hoistway with metal plates, install OSHA compliant handrails around existing attic hatch ladder, bevel hoistway ledges on four walls at top floor, bevel ledge along rear and side pit wall, Fire paint exposed wood around attic hatch ladder and roof access hatch, install two fire alarm zone modules, test fire alarm system.

Electrical – New: Main line disconnects, re-feed new controllers, bond bushings at disconnect, ground wire to main disconnects, re-feed cab light power from disconnects and associated wiring, LED lighting in machine room, LED lighting in lower room, GFCI receptacles, fire alarm back boxes and raceways, power and disconnects for HVAC, conduit and wires to ATS for pre-transfer and E power positions contacts, upgrade ATS with pre-transfer and emergency power position contacts, LED pit lighting, GFCI receptacles.

Value Engineering Opportunities & Alternates

(Initial next to the option below to indicate acceptance)

1. Key Tasks and Approximate Lead Times

Key Tasks to be performed to be performed by Purchaser prior to equipment fabrication:

- a. Execution of this Proposal
- b. Payment for pre-production and engineering
- c. Approval of layout (if applicable)
- d. Execution of TK Elevator's Material Release Form

Approximate Durations/Lead Times

Contract execution (can run concurrently with layout drawing package preparation and approval)	Varies
Survey and Order of Materials (additional time required for cab, signal, entrance preparation and approval, if applicable)	4 - 6 Weeks
Fabrication time (from receipt of all approvals, fully executed contract, Material Release Form and initial progress payment)	16-20 Weeks
Modernization of elevator system (Per Unit): (Upon completion of all required preparatory work by others)	10 Weeks

The durations or lead times listed above are strictly approximations that can vary due to factors both within and outside of TK Elevator's control, are subject to change without notice to Purchaser and shall not be binding on TK Elevator.

2. Payment Terms



50% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) will be due and payable as an initial progress payment within 30 days from TK Elevator's receipt of a fully executed copy of this Proposal. This initial progress payment will be applied to project management, permits, engineering and shop drawings, submittals, drilling mobilization (if required) and raw material procurement. Material will be ordered once this payment is received and the parties have both executed this Proposal and the Material Release Form.

25% of the price set forth in this Proposal as modified by options selected from the section entitled "Value Engineering Opportunities & Alternates" (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite or TK Elevator staging facility. Supporting documentation of materials stored shall be limited to stored materials certificates of insurance and bills of lading. Receipt of this payment is required prior to mobilization of labor.

25% of the price set forth in this Proposal shall be made as progress payments throughout the life of the project. In the event TK Elevator fails to receive payment within thirty (30) days of the date of a corresponding invoice, TK Elevator reserves the right to demobilize until such a time that the payments have been brought up to date, and TK Elevator has the available manpower.

It is agreed that there will be no withholding of retainage from any billing and by the customer from any payment.

The payment terms breakdown above shall be considered the Schedule of Values for the project as written. Billing shall be submitted on or before the 25th day of the month according to the payment schedule above and accompanied by a form of G702-703 pay application/schedule of values and a conditional waiver, the format of which is hereby acknowledged and accepted.

The use of online Portals for the submission of billing shall follow the terms of the Proposal and Customer agrees to permit billing in accordance with the executed contract terms. Portal access and usage is to be provided free of additional charge to TK Elevator and any additional cost for such use is to be reimbursed to TK Elevator via a reimbursable change order immediately upon acceptance.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the installed equipment until such time as TK Elevator has been paid 100% both of the price reflected in this Proposal and for any other work performed by TK Elevator or its subcontractors in furtherance of this Proposal. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

Proposal price:		\$682,800.00
Initial progress payment:	(50%)	\$341,400.00
Material furnished:	(25%)	\$170,700.00
Total of remaining progress payments:	(25%)	\$170,700.00

3. Warranty



TK Elevator warrants any equipment it installs as described in this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of TK Elevator's "Final Acceptance Form" on the express conditions that all payments made under this Proposal and any mutually agreed-to change orders have been made in full and that such equipment is currently being serviced by TK Elevator. In the event that TK Elevator's work is delayed for a period greater than six (6) months, the warranty shall be reduced by the amount of the delay. This warranty is in lieu of any other warranty or liability for defects. TK Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, the equipment described in this Proposal should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that TK Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will TK Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give TK Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, TK Elevator shall, at its own expense, correct any proven defect by repair or replacement. TK Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall TK Elevator be responsible for the performance of any equipment that has been the subject of service, repair, replacement, revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

4. Preventative Maintenance Program

This Proposal does not include any maintenance, service, repair or replacement of the equipment or any other work not expressly described herein. TK Elevator will submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost.

5. Work Not Included

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to TK Elevator's performance of its work as described in this Proposal. In order to ensure a successful completion of this project, it shall be solely Purchaser's responsibility to coordinate its own completion of those items with TK Elevator. The following is a list of those items that are not included in this Proposal:

A. Hoistways and Equipment Rooms

- 1. Purchaser shall provide the following:
 - a. A dry legal hoistway, properly framed and enclosed, and including a pit of proper depth and overhead. This is to include steel safety beam, inspection or access platforms, access doors, sump pump, lights, waterproofing and venting as required; dewatering of pit(s) and required permanent screening/
 - b. A legal machine/control room, adequate for the elevator equipment, including floors, trap doors, gratings, access platforms, ladders, railings, foundations, lighting, ventilation sized per the TK Elevator shop drawings. Purchaser must maintain machine/control room temperature between 55 and 90 degrees Fahrenheit, with relative humidity less than 95% non-condensing at all times.
 - c. Adequate bracing of entrance frames to prevent distortion during wall construction.



- d. All grouting, fire caulking, cutting, x-ray and removal of walls and floors, patching, coring, setting of sleeves/knockouts, penetrations and painting (except as specified) and removal of obstructions required for elevator work; along with all proper trenching and backfilling for any underground piping and/or conduit.
- e. All labor and materials necessary to support the full width of the hoistway at each landing for anchoring or welding TK Elevator sill supports, steel angles, sill recesses;
- f. The furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;
- g. Ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;

B. Electrical and Life Safety:

- 1. Purchaser shall provide a dedicated, analog telephone or data line to the elevator telephone or communication device; one additional data line per group of elevators for diagnostic capability wired to designated controller;
- 2. Purchaser shall provide the following:
 - a. suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. prior to installation. Suitable power supply capable of operating the new elevator equipment under all conditions;
 - b. piping and wiring to controller for mainline power, car lighting, and any other building systems that interface with the elevator controls per N.E.C. Articles 620-22 and 620-51;
 - c. any required hoistway / wellway, machine room, pit lighting and/or 110v service outlets;
 - d. conduit and wiring for remote panels to the elevator machine room(s) and between panels. Remote panels required by local jurisdictions are not included in this proposal;
 - e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
 - f. installed sprinklers, smoke/heat detectors on each floor, machine room and hoistways / wellways, shunt trip devices (not self-resetting) and access panels as may be required as well as normally open dry contacts for smoke/heat sensors, which shall be terminated by Purchaser at a properly marked terminal in the elevator controller;
 - g. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
 - h. emergency power supply including automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and along with electrical cross connections between elevator machine rooms for emergency power purposes;
 - i. the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;
 - j. emergency power operation is included as part of the design of the elevator control system and based on each car in the group only, to properly sequence, one at a time to the programmed landing, and park. The design requires that the generator, transfer switch, and related circuitry are sufficient to run this function or any other function for any building other system that is associated with this project. In the event that the generator, transfer switch, and related circuitry are not sufficient, TK Elevator will provide Purchaser with a written change order for Purchaser's execution.
 - k. a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;
 - I. confirmation that the emergency standby power generator and/or building can accept the power generated to and from the elevator during both Hi-Speed and Deceleration. In cases where the generator and/or building load



is not electrically sized to handle the power return from the regen drive, additional separate chopper and resistor units are available for purchase but not included in this proposal. The additional chopper and resistor units allow regenerated power to be dissipated in the resistor bank and not sent back into the building grid.

C. Miscellaneous:

1. Purchaser shall provide all work relating to the finished cab flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;

6. Working Hours, Logistics and Mobilization

- a. All work described in this Proposal shall be performed during TK Elevator's regular working days defined as Monday thru Friday and excluding IUEC recognized holidays and regular working hours defined as those hours regularly worked by TK Elevator modernization mechanics at the TK Elevator branch office that will provide labor associated with the performance of the work described in this Proposal unless otherwise specified and agreed to in writing by both TK Elevator and Purchaser (hereinafter TK Elevator's regular working days and regular working hours shall be collectively defined as "normal working hours"). TK Elevator shall be provided with uninterrupted access to the elevator hoistway and machine room areas to perform work during normal working hours.
- b. Purchaser shall provide on-site parking to all TK Elevator personnel at no additional cost to TK Elevator.
- c. Purchaser shall provide traffic control, lane closures, permits and flagmen to allow suitable access/unload of tractor trailer(s).
- d. Purchaser agrees to provide unobstructed tractor-trailer access and roll-able access from the unloading area to the elevator or escalator hoistways or wellways (as applicable).
- e. Purchaser will be required to sign off on the Material Release Form, which will indicate the requested delivery date of equipment to the site. If Purchaser is not ready to accept delivery of the equipment within ten (10) business days of the agreed upon date, Purchaser will immediately make payments due for equipment and designate an area adjacent to the elevator shaft where Purchaser will accept delivery. If Purchaser fails to provide this location or a mutually agreeable alternative, TK Elevator is authorized to warehouse the equipment at the TK Elevator warehouse or designated distribution facility at Purchaser's risk and expense. Purchaser shall reimburse TK Elevator for all costs due to extra handling and warehousing. Storage beyond ten (10) business days will be assessed at a rate of \$100.00 per calendar day for each unit listed in this Proposal, which covers storage and insurance of the elevator equipment and is payable prior to delivery.
- f. Purchaser agrees to provide a dry and secure area adjacent to the hoistway(s) at the ground level for storage of the elevator equipment and tools within ten (10) business days from receipt at the local TK Elevator warehouse. Any warranties provided by TK Elevator for vertical transportation equipment will become null and void if equipment is stored in any manner other than a dry, enclosed building structure. Any relocation of the equipment as directed by Purchaser after initial delivery will be at Purchaser's expense.
- g. TK Elevator includes one mobilization to the jobsite. A mobilization fee of \$2,500.00 per crew per occurrence will be charged for pulling off the job or for any delays caused by others once material has been delivered and TK Elevator's work has commenced.
- h. Access for this project shall be free and clear of any obstructions. A forklift for unloading and staging material shall also be provided by Purchaser at no additional cost.
- i. Purchaser shall provide an on-site dumpster. TK Elevator will be responsible for cleanup of elevator/ escalator packaging material; however, composite cleanup participation is not included in this Proposal.
- j. The hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. TK Elevator will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. TK Elevator assumes no responsibility and/or liability in any way whatsoever for spoils or



other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.

k. One or more of the units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until re-certified by the applicable authority(ies) having jurisdiction and in good standing with payment schedules.

7. Temporary Use, Inspection and Turnover

- a. Unless required by specification, TK Elevator will not provide for "temporary use" of the elevator(s) described in this Proposal prior to completion and acceptance of the complete installation. Temporary use shall be agreed to via a change order to this Proposal which shall require Purchaser's execution of TK Elevator's standard Temporary Use Agreement. Cost for temporary use of an elevator shall be \$200.00 per calendar day per hydraulic elevator and \$250.00 per calendar day for each traction elevator for rental use only, excluding personnel to operate. All labor and parts, including callbacks required during the temporary use period will be billed at TK Elevator's standard local billing rates. In the event that an elevator must be provided for temporary use, TK Elevator will require 30 days to perform final adjustments and re-inspection after the elevator has been returned to TK Elevator with all protection, intercoms and temporary signage removed. This duration does not include any provisions for finish work or for repairs of same, which shall be addressed on a project-by-project basis. Cost for preparation of controls for temporary use, refurbishment due to normal wear and tear, readjustment and re-inspection is \$3,500.00 per elevator up to 10 floors. For projects above 10 stops, an additional cost of \$1,500.00 / 10 floors shall apply. These costs are based on work performed during normal working hours. Temporary use excludes vandalism or misuse. Any required signage, communication devices, elevator operators, and protection are not included while temporary use is being provided. All overtime premiums for repairs during the temporary use period will be billed at TK Elevator's local service billing rates.
- b. The Proposal price set forth above includes one (1) inspection per unit by the applicable authority having jurisdiction if required by the government of the locality where the equipment is located. In the event the equipment fails that inspection due to no fault of TK Elevator, TK Elevator will charge Purchaser for both the cost of each re-inspection which shall be \$1,500.00 and a remobilization fee which shall be \$2,500.00 via change order prior to scheduling a re-inspection.
- c. Upon notice from TK Elevator that the installation and/or modernization of the equipment is complete, Purchaser will arrange to have present at the jobsite a person authorized to make the final inspection and to execute TK Elevator's "Final Acceptance Form." The date and time that such person will be present at the site shall be mutually agreed upon but shall not be more than ten (10) business days after the date of TK Elevator's notice of completion to Purchaser unless both TK Elevator and Purchaser agree to an extension of that ten (10) day period in writing. Such final inspection and execution of TK Elevator's "Final Acceptance Form" shall not be unreasonably delayed or withheld.
- d. Should the Purchaser or the local authority having jurisdiction require TK Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate TK Elevator for its time at TK Elevator's current billing rate as posted at its local office.
- e. At the conclusion of its work, TK Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in TK Elevator's sole opinion, is neat and clean.
- f. Purchaser agrees to accept a live demonstration of equipment's owner-controlled features in lieu of any maintenance training required in the bid specifications.
- g. Purchaser agrees to accept TK Elevator's standard owner's manual in lieu of any maintenance, or any other, manual(s) required in the bid specifications.

8. MAX



MAX is a cloud based Internet of Things (IoT) platform that we, at our election, may connect to your elevators and escalators by means of installation of a remote-monitoring device or modem (each a "device"). MAX will analyze the unique signal output of your equipment 24/7 and when existing or potential outages are identified, MAX will automatically communicate with our dispatch centers. When appropriate, the dispatch center will alert our technicians during normal working hours. These MAX alerts provide the technician with precise diagnostics detail, which greatly enhances our ability to fix your equipment right the first time, MAXimizing the equipment uptime.

- a. Purchaser authorizes TK Elevator and its employees to access purchaser's premises to install, maintain and/or repair the devices and, upon termination of the service agreement, to remove the same from the premises if we elect to remove.
- b. TK Elevator is and shall remain the sole owner of the devices and the data communicated to us by the devices. The devices shall not become fixtures and are intended to reside where they are installed. TK Elevator may remove the devices and cease all data collection and analysis at any time.
- c. If the service agreement between TK Elevator and Purchaser is terminated for any reason, TK Elevator will automatically deactivate the data collection, terminate the device software and all raw data previously received from the device will be removed and/or expunged or destroyed.
- d. Purchaser consents to the installation of the devices in your elevators and to the collection, maintenance, use, expungement and destruction of the daily elevator data as set forth in this agreement.
- e. The devices installed by TK Elevator contain trade secrets belonging to us and are installed for the use and benefit of our personnel only.
- f. Purchaser agrees not to permit purchaser personnel or any third parties to use, access, tamper with, relocate, copy, disclose, alter, destroy, disassemble or reverse engineer the device while it is located on purchaser's premises.
- g. The installation of this equipment shall not confer any rights or operate as an assignment or license to you of any patents, copyrights or trade secrets with respect to the equipment and/or any software contained or imbedded therein or utilized in connection with the collection, monitoring and/or analysis of data.

9. Additional Terms and Conditions

- a. In no event shall TK Elevator be responsible for liquidated, consequential, indirect, incidental, exemplary, and special damages associated with the work described in this Proposal.
- b. This Proposal is made without regard to compliance with any special purchasing, manufacturing or construction/installation requirements including, but not limited to, any socio-economic programs, such as small business programs, minority or woman owned business enterprise programs, or local preferences, any restrictive sourcing programs, such as Buy American Act, or any other similar local, state or federal procurement regulations or laws that would affect the cost of performance. Should any such requirements be applicable to the work described in this Proposal, TK Elevator reserves the right to modify this Proposal or rescind it altogether.
- c. TK Elevator is an equal opportunity employer.
- d. TK Elevator's performance of the work described in this Proposal is contingent upon Purchaser furnishing TK Elevator with any and all necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of the equipment. All applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator as of the date of the Proposal are included in the price of the Proposal. Purchaser is responsible for any additional applicable sales and use taxes, permit fees and licenses imposed upon TK Elevator after the date of the Proposal or as a result of any law enacted after the date of the Proposal.



- e. All taxes, tariffs, duties, permit and/or license fees imposed upon TK Elevator as of the date of the execution of this Proposal are included in the price of the Proposal. After the date of acceptance of this Proposal and in addition to the Proposal price, Purchaser is also responsible to pay TK Elevator for any new (or any increase in): (1) applicable taxes, tariffs, duties, permit and/or license fees; (2) charges from its suppliers for any of the applicable materials and/or components: (A) due to supply chain issues, the imposition of new or increased taxes, tariffs, or other charges by applicable governmental authorities; (B) if the release of materials called for in this Proposal occurs after the mileston mentioned earlier in this Proposal; and/or (C) if the completion of work called for in this Proposal occurs after the milestone mentioned earlier in this Proposal; and/or (3) charges from TK Elevator's shippers and/or freight forwarders.
- f. Purchaser agrees to provide TK Elevator's personnel with a safe place in which to work and TK Elevator reserves the right to discontinue work at the jobsite whenever, in TK Elevator's sole opinion, this provision is being violated.
- g. The pricing set forth in this Proposal assumes that the elevator pits will not be classified as a confined space. TK Elevator will follow its standard safety policy and procedures. Any job specific safety requirements over and above TK Elevator's standard practices and policies may require additional costs.
- h. TK Elevator will furnish and install all equipment in accordance with the terms, conditions, scope and equipment nomenclature as noted herein. Requested changes or modifications to such provisions will require a written change order issued on the Purchaser's letterhead and accepted by TK Elevator in writing prior to the execution of such work. This change order shall detail the current contract price, the amount of the change, and new contract value.
- i. This Proposal does not include a schedule for the work described and any such schedule shall be mutually agreed upon by an authorized representative of both TK Elevator and Purchaser in writing before becoming effective.
- j. In the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, Purchaser shall monitor TK Elevator's work place and prior to and during TK Elevator's manning of the job, Purchaser shall certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event TK Elevator's employees or those of TK Elevator's subcontractors are exposed to an asbestos hazard, PCP's, lead or other hazardous substances, Purchaser agrees, to the fullest extent permitted by law, to indemnify, defend, and hold TK Elevator harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Identification, notification, removal and disposal of asbestos containing material, PCP's lead or other hazardous substances are the responsibility of the Purchaser.
- k. TK Elevator retains title to and a security interest in all equipment it supplies which TK Elevator and Purchaser agree can be removed without material injury to the real property until all payments including deferred payments and any extensions thereof, are made. In the event of any default by Purchaser on any payment, or any other provision of this Proposal, TK Elevator may take immediate possession of the equipment and enter upon the premises where it is located without legal process and remove such equipment or portions thereof, irrespective of the matter of its attachment to the real estate or the sale, mortgage or lease of the real estate. Pursuant to the Uniform Commercial Code, and at TK Elevator's request, Purchaser agrees to execute any financial or continuation statements which may be necessary for TK Elevator to file in public offices in order to perfect TK Elevator's security interest in such equipment.
- I. TK Elevator reserves the right to assign payments owed to TK Elevator under this Proposal.
- m. TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control.
- n. The rights of TK Elevator under this Proposal shall be cumulative and the failure on the part of the TK Elevator to exercise any rights hereunder shall not operate to forfeit or waive any of said rights. Any extension,



indulgence or change by TK Elevator in the method, mode or manner or payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal.

- o. In the event TK Elevator engages a third party to enforce the terms of this Proposal, and/or to collect payment due hereunder, either with or without suit, Purchaser agrees to pay all costs thereof together with reasonable attorney's fees. Purchaser does hereby waive trial by jury and does hereby consent to the venue of any proceeding or lawsuit under this Proposal to be in the county where the work covered by this Proposal is located. p. TK Elevator can furnish Certificate of Workers' Compensation, Bodily Injury and Property Damage Liability Insurance coverage to Purchaser upon written request.
- q. Should loss of or damage to TK Elevator's material, tools or work occur at the project site, Purchaser shall compensate TK Elevator for such loss, unless such loss or damage results from TK Elevator's own acts or omissions.
- r. Purchaser, in consideration of TK Elevator performing the services set forth in this Proposal, to the fullest extent permitted by law expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator Corporation, TK Elevator Manufacturing, Inc., their respective employees, officers, agents, insurers, affiliates, and subsidiaries (hereinafter singularly a "TK Elevator party" and collectively the "TK Elevator parties") from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to either have arisen out of or be connected with the sale, marketing, presence, use, misuse, maintenance, installation, removal, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or the labor and materials furnished in connection with this Proposal. Purchaser's duty to indemnify a TK Elevator party does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the negligence of that TK Elevator party. Purchaser recognizes that its obligation to defend the TK Elevator parties under this clause, which is separate and apart from its duty to indemnify the TK Elevator parties, includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.
- s. Purchaser further expressly agrees to name Tk Elevator Corporation and TK Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator Corporation and TK Elevator Manufacturing, Inc. for those claims and/or losses referenced in the above paragraph and those claims and/or or losses arising from the negligence of TK Elevator Corporation and TK Elevator Manufacturing, Inc. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.
- t. TK Elevator's participation in any controlled insurance program is expressly conditioned upon review and approval of all controlled insurance program information and documentation prior to enrollment. Any insurance credits if applicable, will be provided at that time.
- u. Unless so mutually agreed upon in a separate signed agreement, TK Elevator shall not be required to interact or correspond with any third party with whom Subcontractor is not in privity of contract concerning matters pertinent to this Agreement.
- v. The Purchaser must inform TK Elevator if Purchaser is, or becomes, an individual or entity that is or that is majority owned or controlled by a party that is included on any list of restricted parties maintained by (i) the United States of America; (ii) the United Nations; (iii) the European Union or any EU member state; (iv) the UK; or (v) any other national authority binding the parties of this contract.



In case the Purchaser, or any other beneficiary of this transaction, e.g. the end-user, is or becomes an individual or entity that is - or that is majority owned or controlled by a party that is - included on any list of restricted parties, TK Elevator reserves the right to cancel this Proposal immediately.

If the goods subject to this Proposal would be exported, re-exported, resold, used, transferred or otherwise disposed of in violation of any sanctions applicable to TK Elevator, TK Elevator also reserves the right to cancel this Proposal immediately. In this respect, the Purchaser shall be obliged to disclose the final delivery address, end-user and end-use of the goods upon request - insofar as legally permissible - and to notify TK Elevator of all circumstances that indicate an aforementioned infringement.

"Sanctions" means here any economic, trade or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, enacted, administered or enforced by any Sanctions Authority. "Sanctions Authority" means (i) the US;(ii) the UN Security Council;(iii) the EU and any EU member state;(iv) the UK; or(v) any governmental institutions of any of the foregoing which administer Sanctions, including HM Treasury, OFAC, the US State Department and the US Department of the Treasury.



Acceptance

Purchaser's acceptance of this Proposal and its approval by an authorized manager of TK Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of Six Hundred Eighty Two Thousand Eight Hundred Dollars (\$682,800.00) inclusive of all applicable sales and use taxes.

All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized TK Elevator manager.

(Purchaser):	TK Elevator Corporation Management Approval
Ву:	Ву:
(Signature of Authorized Individual)	(Signature of Branch Representative)
	Michael Smith Branch Manager
(Print or Type Name)	Dranen Manager
(Print or Type Title)	
(Date of Acceptance)	(Date of Execution)



SCHEDULING AND PRODUCTION REQUEST FOR PAYMENT

Please Remit To: TK Elevator

TK Elevator PO Box 3796

Carol Stream, IL 60132-3796

Date	Terms	Reference ID	Customer R	Reference # / PO
November 1, 2022	Immediate	ACIA-200QAHS		
	Total Contract Price:			\$682,800.00
Initial progress payment:		(50%)	\$341,400.00	

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at +1 205 2834672. To make a payment by phone, please call 678-424-3424 with the reference information provided below.

Current and former service customers can now pay online at: https://secure.billtrust.com/tkelevator/ig/one-time-payment

Thank you for choosing TK Elevator. We appreciate your business.

Please detach the below section and provide along with payment.		
Customer Name:		Remit To:
Location Name:	Johnson Towers	TK Elevator
Customer Numbe	r:	PO Box 3796 Carol Stream, IL 60132-
Quote Number:	2022-2-1324338	3796
Reference ID:	ACIA-200QAHS	
Remittance Amount:	\$341,400.00	

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO/ CONTRACTING OFFICER TO ENTER INTO A CONTRACT TO MODERNIZE THE ELEVATORS AT JOHNSON TOWERS

RESOLUTION NO. 2022 - 28

WHEREAS, Huntsville Housing Authority (HHA) needs to modernize the elevator equipment at Johnson Towers to include the elevator mechanical and electrical components for both elevators; and,

WHEREAS, HHA has exercised due diligence in its procurement process to arrive at the most cost-effective price by obtaining pricing from vendors under the Omnia cooperative contract #R200502-317740 for elevator modernization; and,

WHEREAS, TK Elevator Corporation (TKE) was deemed to be the responsive bidder in accordance with the requested specifications, as well as pricing.

Quotation Request for Elevator Modernization Services

QUOTE SUBMITTED	Total Cost
TK Elevator Corporation	\$682,800.00

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Commissioners of the Huntsville Housing Authority, that the Executive Director/CEO/Contracting Officer is hereby authorized to enter into a contract with TK Elevator Corporation for the modernization of the elevator system at Johnson Towers.

ADOPTED THIS 21st DAY OF NOVEMBER, 2022		
SEAL	Leon D. Fountain, Chairman	
Attest:		