

**Housing Authority of Avon Park
Board of Commissioners Regular Meeting**
North Central Heights Community Building
709 Juneberry Street, Avon Park, Fl.
Tuesday, June 17, 2014, 7:00 PM

AGENDA

- A. Opening Prayer, Roll Call by Secretary
- B. Public Comments/Presentation: None
- C. Consent Agenda
 - 1. Regular Meeting Minutes, May 20, 2014 Board Meeting Minutes.
 - 2. Occupancy Report; May 2014
 - 3. Lakeside Park I Transitional Housing & FSS Program Report; May 2014
 - 4. TAR & Maintenance Reports; May 2014
 - 5. Fee Accounting Report; May 2014, Consolidated Financial Statement & APHA Projects Report; May 2014 Account Cash Analysis Schedules
 - 6. Communications- None
- D. Secretary Reports & Old Business
 - 7. Project Status Reports;
 - a. North Central Heights; project operational status report.
 - b. Lakeside Park I; project operational status report.
 - c. Arcadia Housing Authority Housing Management Assistance; status report.
 - d. Project(s) Compliance Report; status report all projects.
 - e. APHA Rental Assistance Demonstration (RAD) Application status report.
 - f. 2014 Comprehensive Audit Services RFP Committee report.
 - g. 2013 PILOT Payment to City; Chairman's comments.
 - h. Community Housing Development Organization (CHDO) formation.
- E. New Business
 - 8. Resolution No. 14-07: Final adoption of Significant Amendment to APHA 2014 Annual Plan; Admission & Continued Occupancy Policy, Standard Operating Procedures for Annual Wait List Purging and establishing Maximum Wait List Waiting Standard for Opening/Closing project Wait Lists, Revising Flat Rent method of calculation to replace local comparable market method with 80% of FMR and Budget Revision #1 to 2014 Capital Fund Program.
 - 9. 2014 Management Agreement Renewal; APHA and Righedale LLC; Ridgedale Apartments.
 - 10. 2014 FAHRO Annual Conference; August 12-14, 2014; Orlando, Florida.
- F. Unfinished Business, Concerns of Commissioners
- G. Next Meeting: July 15, 2014; 7pm.
- H. Adjournment

Any person who might wish to appeal any decision made by the Avon Park Housing Authority, in public hearing or meeting, is hereby advised that he/she will need a record of the proceedings, and for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such an appeal is to be based. In accordance with the American Disabilities Act and Section 286.26 Florida Statutes, any person with disabilities requiring reasonable accommodations to participate in this meeting should call the Housing Authority offices five days prior to the meeting.

**Avon Park Housing Authority Board of Commissioners Meeting
Summary of Agenda Items
June 17, 2014**

Public Comments/Presentations: None

Consent Agenda:

Minutes: Regular Meeting Minutes of May 20, 2014 will be considered for acceptance.

Occupancy Report/Vacancy Reports; May 2014: Lakeside Park Transitional Housing/Homeless P.H. Units; 1 move-in, 1 move-out & 1 vacancy during the period. Lakeside Park II; 3 move-ins, 2 move-outs, 1 Vacancy during the period; Ridgedale; 1 move-ins, 4 move-outs, 4 vacancies during the period; Delaney Heights 0 move-outs, 1 move-in, 0 vacancy during the period. Vacant unit turnaround days in Management on units appear within acceptable ranges. One unit had a high number (75 days) in NCH II as a result of tenant evicted for lease violations. NCH I had 0 move-outs and 3 move-ins and 0 vacancy; NCH II had 0 move-outs and 0 Move-ins and 1 vacancy. Wait list summary; D.H. currently has 12; Lakeside Park II 261; Lakeside Park I (E & T Housing Program) 61; Ridgedale 276, NCH; 114 Combined Wait List Totals; 724, increase of 27 from last report; increase primarily due to surg of Wait List applicants through the on-line application taking process. Case Management Report activity report for May Transitional Housing & Family Self Sufficiency (FSS) Program activities included in Board packet.

TAR Report, May 2014: Tenants Accounts Receivable combined for PH in April was \$3,227.24, with the highest amounts of TARs related to four unreported incomes and two for Security Deposits (w/repayment agreements). Ridgedale total receivable for the period; \$3,606.90, for 2 unreported incomes, delinquent rent charges and 1 non-payment eviction. North Central Heights I; \$150.00 for Pet Deposit and North Central Heights II \$547.00 for 2 Pet Deposits and 1delinquent rent.

Maintenance Report, May 2014- Over the reporting period; Maintenance performed 17 PH Annual and Preventive Maint. Inspections. Ridgedale 3 Preventative & Annual Inspections. NCH I & II had 7 Preventative & Annual Insp., Lakeside Park I had 2 Preventative/Annual Inspections. APHA will entertain a visit from HUD's REAC Inspection agent late June for 10% of the APHA's Public Housing units.

Executive Summary-Financial Statement/Report April 2014: Comprehensive report on the Budgeted Income Statement and Agency's April Bank Account Cash Analysis circulated in Board Packet. Fee Accountant Consolidated Financial Statement on operations for April, 2014 included in report. Items reflecting limited deviations due first quarter of budget year limited fiscal performance experience. 2013 Audit Report was presented to the Board by Clifton, Allen & Larson CPA at last Board Meeting, circulated with various local, State, Federal and underwriting entities as required.

Communications: None

Old Business Secretary/Executive Directors Report:

North Central Heights; The ED will provide an oral report on status of project's operations.

Lakeside Park I; The ED will provide an oral report on the operational status of the project.

Arcadia Housing Authority; The ED will provide the Board with a briefing of the Housing Management assistance being provided to the AHA from the APHA.

Project Compliance Report; The ED will provide an oral report on status of all project's compliance.

Rental Assistance Demonstration (RAD) Program Application; The ED will brief the Board on any status change of its application to participate in the HUD RAD Program.

2014 Comprehensive Audit Services RFP Committee Report; Chair Cameron Barnard will report the status of the Committees actions.

2013 Voluntary PILOT Payment- The Board Chair will brief the Board on his observations of the PILOT payment presentation to the City at the June 9th, 2014 City Council Meeting.

Community Housing Development Organization (CHDO)- The ED will provide the Board with briefing of the APHA's initial steps to organize a CHDO to further the promotion of affordable housing for the Heartland Region.

New Business:

Resolution No. 14-07; The Board will consider for adoption a Resolution authorizing Final approval of a Significant Amendment to the Agency's Annual Plan, APHA's Admissions & Continued Occupancy Policy, Standard Operating Procedures for Annual Wait List Purging and establishing a Maximum Wait List Waiting Standard for Opening & Closing APHA Managed projects, Revising Flat Rent calculation method from local market comparability method to 80% of FMR method and Revision #1 to the Capital Fund Program Budget for Offices asset protection.

Management Agreement Renewal #2: Ridgedale Apartments; The Board will consider authorizing the Executive Director to enter into renewal of the Management Agreement on behalf of and between the APHA and Ridgedale LLC for property management services.

2014 FAHRO Annual Conference: Orlando, FL. August 12-14, 2014; The ED will request interest in Board Member attendance to the State Housing Conference.

THE HOUSING AUTHORITY OF AVON PARK
BOARD OF COMMISSIONERS REGULAR MEETING MINUTES
North Central Heights Community Center
709 Juneberry Street
Avon Park, FL 33825

May 20, 2014, 7:00 P.M.

A. Opening/Roll Call: Chairman Longshore called the Board Meeting to order, asked for a moment of silent prayer, following the Secretary roll called member attendance: Commissioners Present: Commissioners Eric Longshore, Lester Roberts, Greg Wade, Dora Smith, Cameron Barnard, and Michael Eldred. Commissioner Absent; Theresa Whiteside. Also attending; APHA staff Executive Director (ED) Larry Shoeman, Facilities Manager David Herbert and Housing Specialist Bea Gillians. Also in attendance were Brian Quinlin and Mike Carter; CLA, LLP. And Felecia Dozer of New Beginnings LLC. Quorum was declared by the Secretary and Chairman Longshore called the meeting to Order at 7:01 pm.

B. Public Comments: Commissioner Cameron Barnard introduced the Board to Ms. Felecia Dozer, President of "New Beginnings"; a new business services with focus on Senior Medicare counseling for the elderly, with office located in Sebring, Florida. The Board extended their welcome to our community.

Chairman Longshore then elected to move item D. 7.a. up the Agenda to accommodate the briefing of the APHA 2013 Financial Statements Audit by CLA representatives Quinlin & Carter. Mr. Carter & Quinlin introduced themselves and proceed to provide the Board with a briefing of the Audit and entertain Board questions related. Following their presentation, Board Chair Longshore thanked them for their presentation.

C. Consent Agenda: Chairman Longshore requested a motion for the Consent Agenda as circulated, Moved by Commissioner Roberts, seconded by Commissioner Wade that the Consent Agenda be approved as circulated; motion carried unanimously.

D. Secretary Report & Old Business:

North Central Heights I & II- The ED provided an oral update report to the Board regarding project's operational status.

Lakeside Park I- The ED provided the Board with an oral status report regarding the project.

Arcadia Housing Authority Housing Management Assistance; The ED updated the Board on progress provided the AHA by the APHA and anticipates that the Management Assistance services provided by the APHA should come to a close sometime in the near future as the AHA has now been deemed a "Standard" Performer under HUD's rating system.

Project Compliance Report; The ED provided the Board with review of the status of compliance with funding entities.

Rental Assistance Demonstration Application; The ED informed the Board that the applications for both Delaney Heights & Lakeside Park remains outstanding at this time until funding for that demonstration program is appropriated by Congress.

E. New Business:

Resolution No. 14-06; The ED informed the Board that Resolution No. 14-06 provides for the preliminary approval of amendment to the APHA's Admissions & Continued Occupancy Policy, Standard Operating Procedures for Annual Wait List Purging and establishing a Maximum Wait List Waiting Standard for Opening & Closing APHA Managed properties. Moved by Commissioner

Barnard to adopt Resolution No. 14-06 as circulated, seconded by Commissioner Wade; motion passed unanimously.

Request For Proposals; Comprehensive Audit Services- The ED informed the Board that the APHA has solicited proposal for next year's audit services and requested the Chair to consider appointing Committee members to the Review Committee for Comprehensive Audit Services for the review, rating ranking and recommending the selection of the most qualified firm to perform the 2014 Audit. Chairman Longshore then appointed the following Board Member to serve on the Audit RFP Review Committee; Cameron Barnard (Chair), Lester Roberts and Greg Wade.

2013 PILOT Payment to City of Avon Park: The ED informed the Board that it has been customary following the completion the annual audit to consider making a Voluntary PILOT payment to the City. After general discussion moved by Commissioner Roberts to approve the voluntary PILOT payment to the City of Avon Park as calculated for Public Housing, seconded by Commissioner Eldred, motion passed unanimously.

F. Unfinished Business, Concerns of Commissioners- No concerns were offered by Board Members. Comment by Commissioner Barnard to consider attendance for this year's FAHRO Annual Conference in Orlando in August. The ED will include this item on the next Board Meeting Agenda.

H. Next Regular meeting date; Next scheduled Regular Meeting to be held on the third Tuesday of the month; June 17, 2014.

Being no further business to come before the Board, Chairman Longshore adjourned the meeting at 7:50 pm.

Accepted _____

Attest _____
SEAL

OCCUPANCY/VACANCY REPORT

May 2014

Public Housing

Delaney Heights

<u>Unit #</u>	<u>Brms.</u>	<u>Move-Out</u>	<u>Move-In Date</u>	<u># days in Mgmt</u>	<u>#days in Maint</u>	<u># vacancydays</u>	<u>Reason for Vacancy</u>
04(535)	1	3/24	5/13	44	7	51	In Nursing home

Lakeside Park

<u>Unit #</u>	<u>Brms.</u>	<u>Move-Out</u>	<u>Move-In Date</u>	<u># days in Mgmt</u>	<u>#days in Maint</u>	<u># vacancydays</u>	<u>Reason for Vacancy</u>
308(330)	2	3/24	5/1	22	17	39	Moved to DE/housekeeping vio.
315(358)	3	4/30	5/16	4	13	17	Unreported Income
317(363)	1	5/5	5/29	17	8	25	Unreported Income
310(338)	2	5/30					Moved to another location

TOTAL PUBLIC HOUSING VACANT - 1

Transitional/Homeless

<u>Unit #</u>	<u>Brms.</u>	<u>Move-Out</u>	<u>Move-In Date</u>	<u># days in Mgmt</u>	<u>#days in Maint</u>	<u># vacancydays</u>	<u>Reason for Vacancy</u>
405(25)	2	4/28	5/19	21	1	22	Non compliance
413(31)	5	5/31					Transferred to NCH

TOTAL TRANSITIONAL/ HOMELESS VACANT - 1

OCCUPANCY/VACANCY REPORT
May 2014

<u>Ridgedale</u>		<u>Move-Out</u>	<u>Move-In Date</u>	<u># days in Mgmt</u>	<u>#days in Maint</u>	<u># vacancydays</u>	<u>Reason for Vacancy</u>
<u>Unit #</u>	<u>Brms.</u>						
29(717)	3	4/21	5/12	12	10	22	Unreported Income
22(702)	4	5/9					Criminal Activity
11(724)	2	5/12					Transferred to unit 29
24(727)	3	5/15					Moved to Ormond Beach
06(734)	2	5/22					Moved to New York

TOTAL RIDGEDALE VACANT— 4

<u>North Central Heights I - (40 units total)</u>			
<u>Unit#</u>	<u>Brms</u>	<u>Move-Out</u>	<u>Move-In</u>
616	3	3/31	5/16
614	3	4/3	5/9
622	2	4/10	5/8

TOTAL NCH I VACANT— 0

<u>North Central Heights II - (32 units total)</u>			
<u>Unit #</u>	<u>Brms</u>	<u>Move-Out</u>	<u>Move-In</u>
662	4	3/3	5/16
654	3	5/1	

TOTAL NCH II VACANT—1

<u># days in Mgmt</u>	<u>#days in Maint</u>	<u># vacancydays</u>	<u>Reason for Vacancy</u>
37	10	47	Reconciled with boyfriend
18	19	37	Unaut adult/fail disclos income
24	5	29	Over Income
# days in Mgmt	#days in Maint	#vacancy days	Reason for Vacancy
58	17	75	Lease violations
			Over income

OCCUPANCY/VACANCY REPORT
May 2014

Intent to Vacate

Evictions-

414 (1316) 4 bdrm, LP1, writ possession 6/4/14
20(706) 4 bdrm, Ridgedale, writ possession 6/4/14

Abandoned Units

WAITING LIST FOR LAKESIDE PARK

1-BRM 55
2-BRM 105
3-BRM 64
4-BRM 27
5-BRM 10
TOTAL 261

WAITING LIST FOR RIDGEDALE

1-BRM 77
2-BRM 95
3-BRM 69
4-BRM 35
TOTAL 276

HOMELESS

1-BRM 1
2-BRM 28
3-BRM 18
4-BRM 11
5-BRM 3
TOTAL 61

WAITING LIST FOR DELANEY HEIGHTS

1-BRM 12
TOTAL 12

WAITING LIST FOR NORTH CENTRAL HEIGHTS

2-BRM 57
3-BRM 30
4-BRM 27
TOTAL 114



AVON PARK TRANSITIONAL HOUSING

May, 2014

Monthly Board Report

Case Management Updates

- ALPI Community Action Agency 50th Anniversary Provider Expo
- Youth Service Provider Expo- South Florida State College

FSS Enrollment- 23 Participating Households

- LPII- 9 Households
- Emergency Transitional Housing- 14 Households

Property Updates:

- 2 Vacancy for ETH Property

May Training Sessions

- Tri County Peer Specialist- Carol Tuck
- Henkel's and McCoy- " Youth Services Provider"- Yolanda Cantu
- Customer Service Online Training- Allison Educational Program Training

Employment Update:

- 9 of 14 HOUSEHOLDS currently employed 1 on Maternity Leave
- 9 ETH INDIVIDUALS currently employed
- LPII- 8 out of 9 currently employed.

Education Update:

- CNA Royal Care program completion (Exam pending Level 2 Background)
- 2 individuals currently enrolled into Post Secondary Education
- 5 enrolled in the GED Spring Session
- 1 -2014 Avon Park High School Graduate
- 2 RCMA New Enrollment
- 2 Pending Post Secondary Enrollment for Fall 2014

APHA "Says Thank You"

- Boys and Girls Club Emporium for their continuous assistance throughout the year.
- Home Depot- Store Manager Troy Doty for donating Mother's Day Flowers and flower pots for all FSS Participant. A value of \$100.00. APHA

- RCMA for their prompt attention in assisting APHA families in need of Early Head start
- Children’s Advocacy Center – Mr. Roth and Mr. Sharp “Hunger Prevention”
- “An Anonymous Giver “APHA ETH resident (Family of 6) received a large food donation for an ETH family of 6.

APHA MISSION-The Mission of the Avon Park Housing Authority is to assist low-income families with safe, decent and affordable housing opportunities as they strive to achieve self-sufficiency and improve the quality of their lives. The Housing Authority will create and maintain partnerships with its clients and appropriate community agencies in order to accomplish this mission

Tenants Accounts Receivable
May 31, 2014

Lakeside Park

Angela Brooks	\$ 94.00	Rent, late fee
Roshayvious McNeil	200.00	Security Deposit
Carmen Rivera	439.00	Unreported income (making pmts)
Sol Mary Rivera	416.00	Rent
Marta Rivera	50.00	Security Deposit
Priscilla Vazques	224.00	Unreported income (making pmts)
LP Total	\$1,423.00	

Delaney Heights

DH Total \$0

Transitional

Bridget Henderson	\$251.08	Work Order
Victoria Leal	50.00	Security deposit
Naketa McQueen	165.16	Work order
Angel Sanchez	1,338.00	Rent, late fees, eviction fees
Homeless Total	\$1,804.24	

NCH I

Ariana Roman	\$150.00	Pet deposit
NCH I Total	\$150.00	

NCH II

Jacqueline Billups	\$ 50.00	Pet deposit
Jacqueline Billups	347.00	Rent
Gina Murillo	150.00	Pet deposit
NCH II Total	\$547.00	

Ridgedale

Shatashia Brown	\$2,605.00	Unreported income, eviction fees
Jennifer Echevarra	79.90	Work order
Joe Ramos	55.00	Rent
Dalian Rivera	793.08	Unreported income (making payments)
Alexis Roper	138.08	Move out charges (making payments)
RD Total	\$3,671.06	

GRAND TOTAL \$7,595.30

***WRITE OFFS for APHA**
Tannica Courtney \$1,926.40
Jessica Rivera \$1,599.00
Total APHA \$3,525.40

***WRITE OFFS for NCH**
Total NCH \$0

***WRITE OFFS for Ridgedale**
Precious Ferguson \$411.00
Kaila Johnson \$295.50
Total RD \$706.50

***WRITE OFFS for Homeless**
Total HM \$0

Approved—Larry Shoeman, Executive Director

Submitted by: Penny Pieratt, Comptroller

May 2014

MAINTENANCE MONTHLY REPORT

Daily tasks:

General cleaning of Admin./Maintenance Bld. & grounds, work orders.

Special Work:

Preventive Maintenance:

Work from preventive maintenance inspections are on-going. 85 hours were taken during the month of May for sick, annual and holiday leave.

Public Hsg Preventive Maintenance Inspections:	17
Ridgedale Preventive/Annual Inspections	3
North Central Heights I Preventive/AI	4
North Central Heights II Preventive/AI	3
Lakeside Park I Preventive/Annual Inspections	2
Public Hsg Vacancies completed:	2
Ridgedale Vacancies	2
North Central Heights I Vacancies	0
North Central Heights II Vacancies	1
Lakeside Park I Vacancies	0
Public Hsg Move-In's:	4
Ridgedale Move Ins	1
North Central Heights I Move Ins	3
North Central Heights II Move Ins	1
Lakeside Park I Move Ins	1
Public Hsg Move-Out's:	2
Ridgedale Move Outs	4
North Central Heights I Move Outs	0
North Central Heights II Move Outs	1
Lakeside Park I Vacancies	1

AVON PARK
HOUSING AUTHORITY

FISCAL YEAR ENDING December 31, 2014

CONSOLIDATED

Financial Statements

April 30, 2014

AVON PARK HOUSING AUTHORITY

PUBLIC HOUSING

INCOME

1. Total income is up by \$36,531. Total tenant rental revenue is up by \$11,892. Other tenant revenue is down by \$246.

EXPENSES

2. Total operating expense is down by \$ 11,442 compared to the budgeted amount.
3. Administrative expenses are down by \$3,637.
4. Maintenance expenses are down by \$ 855.
5. Utility expenses are down by \$148.
6. Total insurance expense is down by \$1,980.
7. Total General expense is down by \$6,690.

Public Housing's projected net income is scheduled YTD to be (\$33,624). Current net income is \$42,029.

OTHER BUSINESS ACTIVITIES

NORTH CENTRAL HEIGHTS I

INCOME

1. Total income is up by \$1,715 compared to budgeted amounts. Total tenant revenue is up by \$6,050.

EXPENSES

2. Total operating expense is down by \$5,647 compared to the budgeted amount.
3. Administrative expenses are up by \$3,704.
4. Maintenance expenses are down by \$1,553.
5. Utility expense is down \$599.
6. Total insurance expense is down by \$864.
7. Total General expense is down by \$6,716.

North Central Heights I projected net income is scheduled YTD to be (\$5,440). Current net income is \$ 2,951.

NORTH CENTRAL Height II

INCOME

1. Total income is down by \$7,554 compared to budgeted amounts. Total tenant revenue is down by \$200.

EXPENSES

2. Total operating expense is down by \$13,051, compared to the budgeted amount.
3. Administrative expenses are down by \$5,822.

4. Maintenance expenses are down by \$2,086.
5. Utility expense is down by \$374.
6. Total insurance expense is down by \$287.
7. Total General expense is down by \$4,863.

North Central Heights II projected net income is scheduled YTD to be (\$26,360). Current net income is (\$5,645).

RIDGEDALE

INCOME

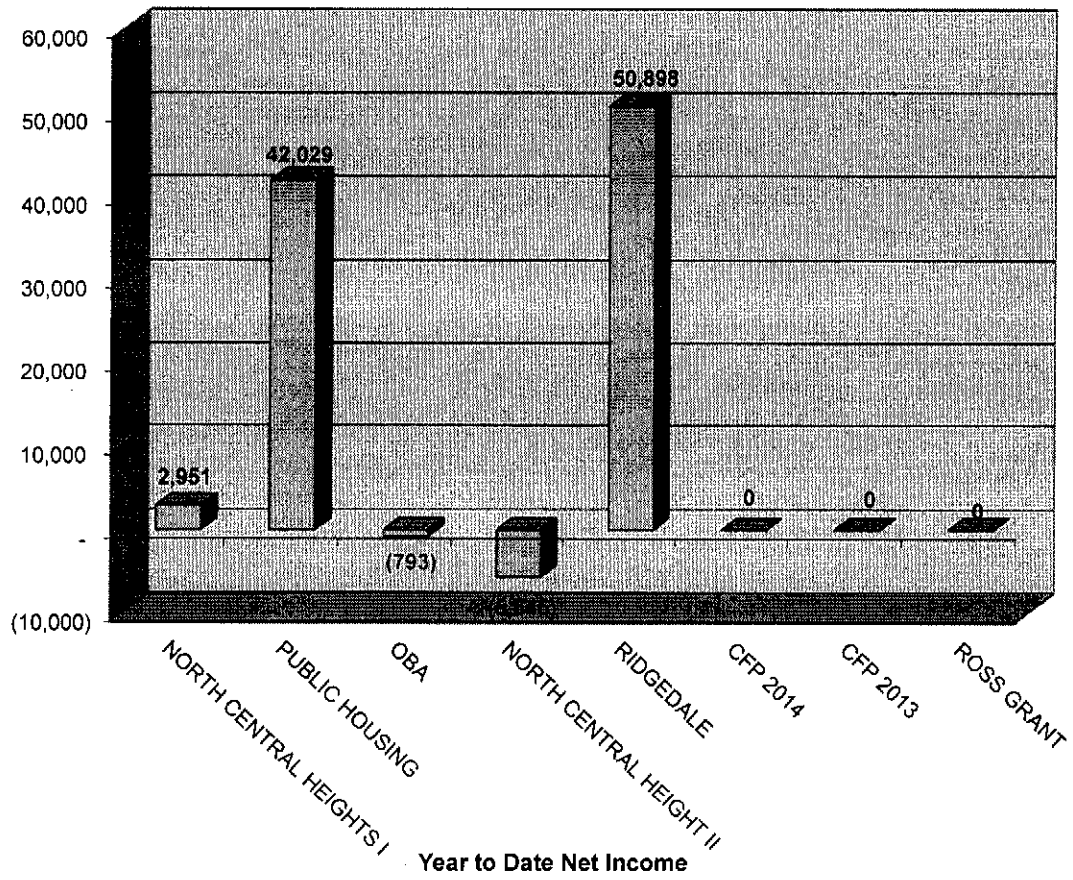
1. Total income is up by \$9,791 compared to budgeted amounts. Total tenant revenue is up by \$7,815.
Grant subsidy is up compared to budgeted amounts by \$2,203. Other revenue is down by \$221.

EXPENSES

2. Total operating expense is down by \$12,765 compared to the budgeted amount.
3. Administrative expense is down by \$7,584.
4. Maintenance expenses are down by \$10,076.
5. Utility expense is up \$ 766.
6. Total insurance expense is down by \$1,663.
7. Total General expense is up by \$5,812.

Ridgedale's projected net income is scheduled YTD to be \$15,908. Current net income is \$50,898.

Avon Park Housing Authority



AVON PARK HOUSING AUTHORITY
SCHEDULE OF CASH/INVESTMENT ACCOUNT BALANCES
AS OF April 30, 2014

PUBLIC HOUSING

1111.01 GENERAL FUND CHECKING	278,586
1111.02 PNC ACCOUNT	1,674
1111.06 UTILITY DEPOSIT ESCROW FUND	3,000
1111.09 S8 FUNDS	-
1114.00 SECURITY DEPOSITS	28,995
1162.10 INVESTMENTS - CD HIGHLANDS BNK	42,808
1162.01 LAKESIDE PARK 1 ESCROW	10,579
1162.02 LAKESIDE PARK 1 RESERVES	6,537
1162.60 NEW INVESTMENT ACCOUNT	1,091,606

TOTAL 1,463,785

OTHER BUSINESS ACTIVITY

1111.3 APHDC--OBA	11,327
	<u>11,327</u>

NORTH CENTRAL HEIGHTS I

1111.01 GENERAL FUND CHECKING	4,948.57
1114.00 SECURITY DEPOSITS	12,700.00
1162.1 ESCROW-BONNEVILLE-TAXES	23,824.86
1162.11 ESCROW-BONNEVILLE-INSURANCE	69,304.43
1162.12 ESCROW-BONNEVILLE-REPL RS	24,471.13
TOTAL	<u>135,248.99</u>

NORTH CENTRAL HEIGHT II

1111.01 GENERAL FUND CHECKING	43,636.59
1114.00 SECURITY DEPOSITS	11,600.00
1162.1 ESCROW-BONNEVILLE-TAXES	-
1162.11 ESCROW-BONNEVILLE - INSURANCE	20,194.84
1162.12 ESCROW-BONNEVILLE-REPL RES	53,828.68
TOTAL	<u>129,260.11</u>

RIDGEDALE

1111.01 GENERAL FUND CHECKING	266,714.51
1114.00 SECURITY DEPOSITS	5,829.00
1162.05 ESCROW MIP	3,384
1162.06 ESCROW RESERVE REPLACEMENT	66,187
1162.07 ESCROW INSURANCE	10,581
TOTAL	<u>352,696.23</u>

GRAND TOTAL CASH ACCOUNTS 2,092,317

AVON PARK HOUSING AUTHORITY
SCHEDULE OF UNRESTRICTED NET ASSETS
AS OF April 30, 2014

NORTH CENTRAL HEIGHTS I

UNRESTRICTED NET ASSETS	7,080
YEAR TO DATE EARNINGS	<u>2,951</u>
TOTAL	<u>10,031</u>

NORTH CENTRAL HEIGHTS II

UNRESTRICTED NET ASSETS	64,446
YEAR TO DATE EARNINGS	<u>(5,645)</u>
TOTAL	<u>58,801</u>

PUBLIC HOUSING

UNRESTRICTED NET ASSETS	1,420,193
YEAR TO DATE EARNINGS	<u>42,029</u>
TOTAL	<u>1,462,222</u>

RIDGEDALE

UNRESTRICTED NET ASSETS	243,176
YEAR TO DATE EARNINGS	<u>50,898</u>
TOTAL	<u>294,074</u>

OTHER BUSINESS

UNRESTRICTED NET ASSETS	11,735
YEAR TO DATE EARNINGS	<u>(793)</u>
TOTAL	<u>10,942</u>

CAPITAL FUND 2013

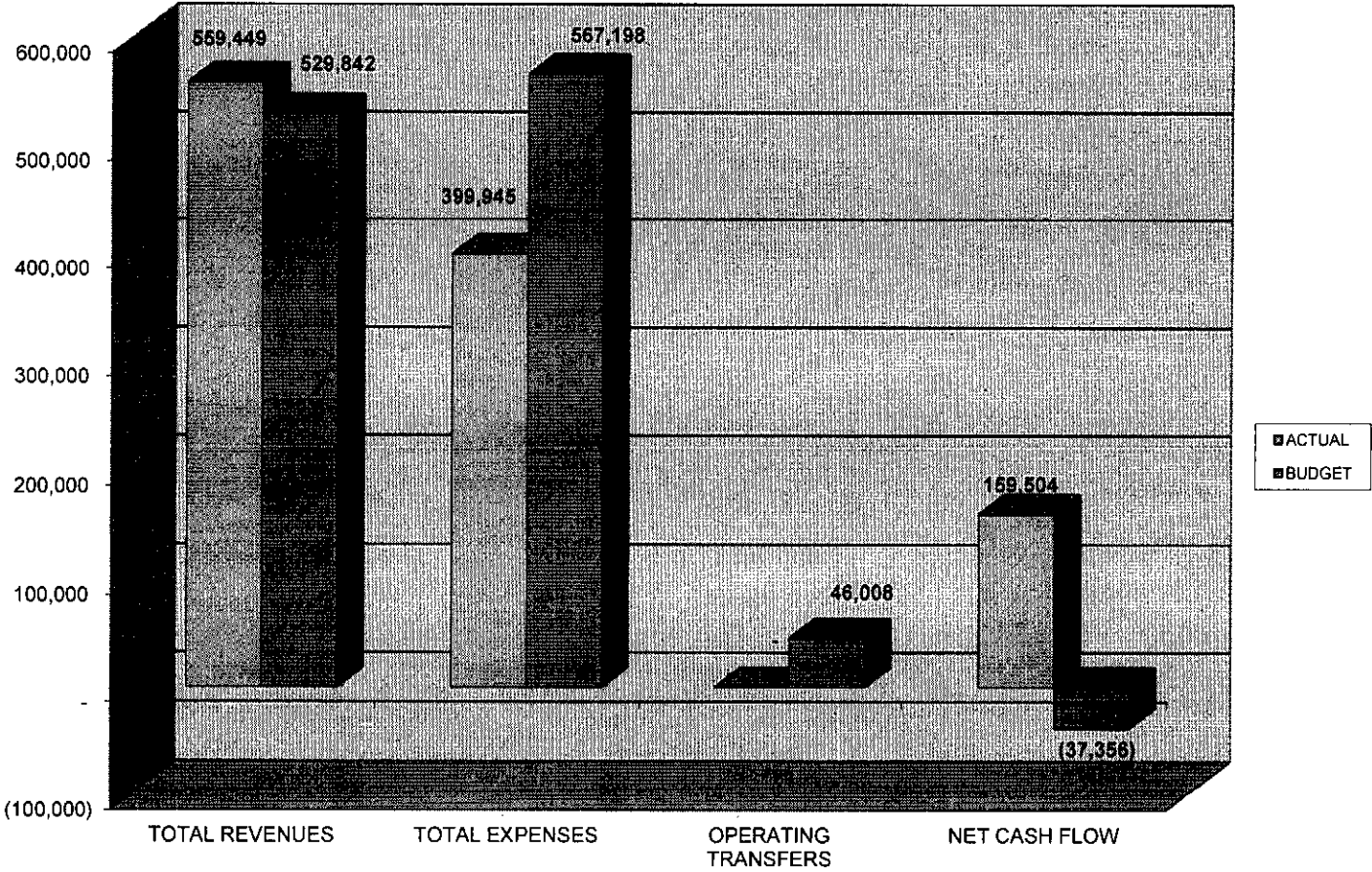
UNRESTRICTED NET ASSETS	-
YEAR TO DATE EARNINGS	<u>-</u>
TOTAL	<u>-</u>

CAPITAL FUND 2014

UNRESTRICTED NET ASSETS	-
YEAR TO DATE EARNINGS	<u>-</u>
TOTAL	<u>-</u>

TOTAL RESERVE BALANCES **1,836,069**

APHA CONSOLIDATED



APHA CONSOLIDATED- BALANCE SHEET

ASSETS

Current Assets:		
Cash		
111	Unrestricted	608,887
115	Cash - Restricted for Payment of Current Liabilities	-
112	Cash - Restricted Mod and Development	-
113	Cash - Other restricted	-
114	Cash - Tenant Security Deposits	59,124
100	Total Cash	669,011
Receivables		
121	Accounts Receivable - PHA Projects	-
122	Accounts Receivable - HUD Other Projects	-
124	Accounts Receivable - Other Government	23,751
125	Accounts Receivable - Miscellaneous	-
126	Accounts Receivable - Tenants Dwelling Rents	3,135
126.1	Allowance for Doubtful Accounts - Dwelling Rents	-
126.2	Allowance for Doubtful Accounts - Other	-
127	Notes and Mortgages Receivable - Current	-
128	Fraud Recovery	-
128.1	Allowance for Doubtful Accounts - Fraud	-
129	Accrued Interest Receivable	-
120	Total Receivables - Net of Allowances for doubtful accts	26,886
131	Investments - Unrestricted	1,134,414
135	Investments - Restricted for Payments of Current Liabilities	-
132	Investments - Restricted	308,474
142	Prepaid Expenses and Other Assets	77,660
143	Inventories	-
143.1	Allowance for Obsolete Inventory	-
144	Interprogram Due From	2,007
145	Assets Held for Sale	-
146	Amounts To Be Provided	-
	Total Other Current Assets	1,522,554
150	Total Current Assets	2,218,451
Non-current Assets:		
Fixed Assets		
161	Land	1,460,402
168	Infrastructure	358,482
162	Buildings	18,040,959
163	Furniture, Equipment & Machinery- Dwellings	39,816
164	Furniture, Equipment & Machinery - Administration	164,074
165	Leasehold Improvements	-
168	Accumulated Depreciation	(4,561,818)
167	Construction in Progress	-
160	Total Fixed Assets - Net of Accumulated Depreciation	15,501,916
171	Notes, Loans, Mortgages Receivable - Non Current	-
172	Notes, Loans, Mortgages Receivable - Non Current - Past Due	-
173	Grants Receivable - Non Current	-
174	Other Assets	-
176	Investments in Joint Ventures	-
180	Total Non-Current Assets	-
190	Total Assets	17,720,367

LIABILITIES AND EQUITY

Current Liabilities:		
311	Bank Overdraft	-
312	Accounts Payable <= 90 Days	5,992
313	Accounts payable >90 Days Past Due	-
321	Accrued Wage/Payroll Taxes Payable	2,679
322	Accrued Compensated Absences - Current Portion	15,536
324	Accrued Contingency Liability	-
325	Accrued Interest Payable	-
331	Accounts Payable - HUD PHA Programs	-
332	Accounts Payable - PHA Projects	-
333	Accounts Payable - Other Government	11,675
341	Tenant Security Deposits	58,124
342	Deferred Revenue	-
343	Current Portion of Long-term Debt - Capital Projects	699,514
344	Current Portion of Long-term Debt - Operating Borrowings	-
346	Loan Liability - Current	-
345	Other Current Liabilities	-
348	Accrued Liabilities - Other	2,377
347	Interprogram Due To	25,757
310	Total Current Liabilities	822,654
Non-current Liabilities:		
351	Long-term Debt, Net of Current - Capital Projects	14,377,530
352	Long-term Debt, Net of Current - Operating Borrowings	-
354	Accrued Compensated Absences - Non Current	7,860
355	Loan Liability - Non Current	78,471
353	Noncurrent Liabilities - Other	-
	Total Noncurrent Liabilities	14,463,861
	Total Liabilities	15,286,515
Equity:		
Contributed Capital		
501	Investment in General Fixed Assets	-
502	Project Notes (HUD)	-
503	Long-term Debt - HUD Guaranteed	-
504	Net HUD PHA Contributions	-
505	Other HUD Contributions	-
507	Other Contributions	-
	Total Contributed Capital	-
508.1	Invested in Capital Assets, Net of Related Debt	410,493
Reserved Fund Balance:		
509	Fund Balance Reserved for Encumbrances/ Designated Fund Balance	-
510	Fund Balance Reserved for Capital Activities	-
511	Total Reserved Fund Balance	-
511.1	Restricted Net Assets	258,738
512	Undesignated Fund Balance/Retained Earnings	-
512.1	Unrestricted Net Assets	1,764,822
	Total Equity	2,433,851
600	Total Liabilities and Equity	17,720,367

APHA CONSOLIDATED

LINE	ACCT	DESCRIPTION	CURRENT MONTH ACTUAL	CURRENT MONTH BUDGET	DIFF	% OF MTD BUDGET	YEAR TO DATE ACTUAL	YEAR TO DATE BUDGET	DIFF	% OF YTD BUDGET	ANNUAL BUDGET	BUDGET BALANCE REMAINING
REVENUE												
OPERATING INCOME												
703	3110	GROSS POTENTIAL RENT	45,086	38,285	6,791	118%	178,973	153,180	25,793	117%	459,540	280,567
		NET TENANT REVENUE	<u>45,086</u>	<u>38,285</u>	<u>6,791</u>	<u>118%</u>	<u>178,973</u>	<u>153,180</u>	<u>25,793</u>	<u>117%</u>	<u>459,540</u>	<u>280,567</u>
3401		TENANT REVENUE - OTHER	1,226	2,143	(918)	57%	(3,815)	8,670	(12,385)	-45%	25,710	28,526
3404		TENANT REVENUE - EXCESS UTILITY	-	-	-	-	9	9	9	-	-	(9)
3430		TENANT REVENUE - MAINTENANCE	-	-	-	-	-	-	-	-	-	-
3450		TENANT REVENUE - LATE CHARGES	-	-	-	-	-	-	-	-	-	-
706	3431	NET OPERATING SUBSIDY	13,792	8,634	5,158	160%	46,429	34,537	11,892	134%	103,810	67,181
		HUD PHA OPERATING GRANT CFP	147,883	50,469	97,414	293%	194,338	201,876	(7,539)	96%	605,629	411,281
708		OTHER GOVERNMENT GRANTS	29,093	27,245	1,848	107%	111,183	108,980	2,203	102%	326,840	215,757
711		INVESTMENT INCOME - UNRESTRICTED	207	203	3	102%	847	813	34	104%	2,440	1,589
		MANAGEMENT FEE INCOME	4,144	4,281	(136)	97%	16,939	17,123	(184)	99%	51,370	34,431
		BOOKKEEPING FEE INCOME	-	-	-	-	-	-	-	-	-	-
		ASSET MANAGEMENT FEE INCOME	-	-	-	-	-	-	-	-	-	-
714		FRAUD RECOVERY	-	-	-	-	-	-	-	-	-	-
715		OTHER REVENUE	3,731	1,182	2,549	316%	14,625	4,727	9,798	307%	14,180	(345)
720		INVESTMENT INCOME - RESTRICTED	5	9	(3)	61%	21	35	(15)	59%	108	85
700		TOTAL REVENUES	<u>245,166</u>	<u>132,460</u>	<u>112,706</u>	<u>185%</u>	<u>559,449</u>	<u>529,842</u>	<u>29,607</u>	<u>106%</u>	<u>1,589,626</u>	<u>1,030,076</u>
OPERATING EXPENDITURES												
ADMINISTRATIVE												
911	4110	ADMINISTRATIVE SALARIES	18,283	16,314	1,969	112%	75,892	65,257	10,634	116%	195,772	119,880
912	4182	EBC - ADMIN	7,587	7,202	385	105%	36,818	28,808	8,111	128%	96,423	49,506
4171		AUDITING FEES	10,000	2,825	7,375	381%	10,000	10,500	(500)	95%	31,500	21,500
		MANAGEMENT FEES	4,144	4,473	(328)	93%	16,639	17,891	(952)	95%	53,674	98,736
		BOOKKEEPING FEES	-	-	-	-	-	-	-	-	-	-
		ADVERTISING & MARKETING	813	-	813	-	3,675	-	3,675	-	-	(3,675)
		OFFICE EXPENSE	13,892	11,017	2,875	126%	28,111	44,067	(17,955)	59%	132,200	106,088
		LEGAL EXPENSE	1,870	2,727	(857)	69%	2,020	10,907	(8,887)	19%	32,720	30,700
		TRAVEL	852	715	237	133%	1,128	2,880	(1,734)	39%	8,580	7,454
916	4190	OTHER	3	12,283	(12,278)	0%	5,245	15,663	(10,418)	33%	18,170	12,925
		TOTAL ADMINISTRATIVE	<u>57,544</u>	<u>57,353</u>	<u>191</u>	<u>100%</u>	<u>177,927</u>	<u>195,953</u>	<u>(18,026)</u>	<u>91%</u>	<u>558,039</u>	<u>381,112</u>
TENANT SERVICES												
921	4210	SALARIES	150	44	106	340%	188	177	12	107%	530	342
923	4222	EBC - TNT SVCS	150	-	150	-	1,030	-	1,030	-	(1,030)	(1,030)
924	4230	OTHER	-	109	(109)	0%	-	437	(437)	0%	1,310	1,310
		TOTAL TENANT SERVICES	<u>300</u>	<u>153</u>	<u>147</u>	<u>196%</u>	<u>1,218</u>	<u>613</u>	<u>605</u>	<u>199%</u>	<u>1,840</u>	<u>922</u>
UTILITIES												
931	4310	WATER	1,138	1,194	(56)	95%	5,108	4,777	331	107%	14,330	9,222
932	4320	ELECTRICITY	3,132	3,058	74	102%	11,671	12,230	(559)	95%	36,890	25,019
933	4330	NATURAL GAS	111	88	23	113%	513	393	120	130%	1,186	887
936	4390	SEWER AND OTHER	1,640	1,549	91	106%	6,248	6,197	50	101%	18,590	12,344
		TOTAL UTILITIES	<u>6,020</u>	<u>5,898</u>	<u>121</u>	<u>102%</u>	<u>23,538</u>	<u>23,597</u>	<u>(58)</u>	<u>100%</u>	<u>70,790</u>	<u>47,282</u>

APHA CONSOLIDATED

LINE	ACCT		CURRENT	CURRENT		% OF	YEAR	YEAR		% OF	BUDGET	BUDGET
ITEM	#	DESCRIPTION	MONTH	MONTH	DIFF	MTD	TO DATE	TO DATE	DIFF	YTD	ANNUAL	BALANCE
			ACTUAL	BUDGET		BUDGET	ACTUAL	BUDGET		BUDGET	BUDGET	REMAINING
ORDINARY MAINT & OPERATIONS												
941	4410	LABOR	11,069	14,184	(3,114)	78%	48,744	56,734	(7,991)	86%	170,203	121,459
945	4433	EMPLOYEE BENEFITS - MAINTENANCE	5,585	6,022	(437)	93%	27,608	24,089	3,518	115%	72,268	44,660
943	4420	MATERIALS	3,986	5,320	(1,334)	75%	18,799	21,280	(2,481)	88%	63,840	48,041
CONTRACT COSTS												
943		GARBAGE & TRASH	1,072	1,425	(353)	75%	4,542	5,700	(1,158)	80%	17,100	12,558
		COOLING / AIR CONDITIONING	-	458	(458)	0%	-	1,833	(1,833)	0%	5,500	5,500
		ELEVATOR MAINTENANCE	-	-	-	-	-	-	-	-	-	-
		LANDSCAPE & GROUNDS	2,205	2,638	(433)	84%	6,575	10,550	(3,975)	62%	31,850	25,075
		UNIT TURNAROUNDS	1,775	2,418	(643)	73%	2,890	9,670	(6,680)	31%	29,010	26,020
		ELECTRICAL	-	-	-	-	-	-	-	-	-	-
		PLUMBING	1,686	458	1,227	368%	1,874	1,833	40	102%	5,500	3,027
		EXTERMINATION	772	813	(41)	95%	3,088	3,253	(165)	95%	9,760	8,672
		JANITORIAL	-	350	(350)	0%	-	1,400	(1,400)	0%	4,200	4,200
		ROUTINE MAINTENANCE	1,228	292	936	421%	11,072	1,187	9,905	949%	3,500	(7,672)
943	4430	OTHER MISCELLANEOUS CONTRACT COSTS	-	1,083	(1,083)	0%	-	4,333	(4,333)	0%	13,000	13,000
TOTAL ORDINARY MAINT & OPER			29,378	36,461	(6,083)	83%	125,290	141,844	(16,554)	88%	425,531	300,241
PROTECTIVE SERVICES												
4480		PROTECTIVE SERVICES CONTRACT COSTS	-	-	-	-	-	-	-	-	-	-
		PROTECTIVE SERVICES OTHER	-	-	-	-	-	-	-	-	-	-
TOTAL PROTECTIVE SERVICES			-	-	-	-	-	-	-	-	-	-
INSURANCE												
961	4510	PROPERTY	4,962	6,372	(1,410)	78%	19,847	25,487	(5,641)	78%	76,482	58,615
		GENERAL LIABILITY	62	375	(313)	17%	2,069	1,500	569	138%	4,500	2,431
		WORKER'S COMPENSATION	790	890	(100)	89%	3,180	3,561	(401)	89%	10,662	7,522
		AUTO INSURANCE	-	-	-	-	-	-	-	-	-	-
		OTHER INSURANCE	88	167	(79)	53%	1,376	867	710	206%	2,000	624
969		TOTAL INSURANCE EXPENSES	6,902	7,804	(1,902)	76%	26,452	31,215	(4,763)	85%	93,644	67,192
GENERAL EXPENSES												
962	4590	OTHER GENERAL EXPENSES	1,179	2,996	(1,817)	39%	4,856	11,985	(7,129)	41%	25,050	20,184
		COMPENSATED ABSENCES	-	-	-	-	-	-	-	-	-	-
		PAYMENTS IN LIEU OF TAXES	-	3,399	(3,399)	0%	-	13,594	(13,594)	0%	40,782	40,782
		BAD DEBTS	8,250	1,227	7,022	672%	9,757	4,910	4,847	199%	14,750	4,973
		INTEREST EXPENSE	18,228	12,781	5,447	143%	64,542	51,123	3,419	107%	153,370	86,828
TOTAL GENERAL EXPENSES			27,657	20,403	7,254	136%	89,155	81,612	(7,543)	85%	233,932	164,777
969		TOTAL OPERATING EXPENDITURES	126,801	127,073	(272)	100%	423,581	474,833	(51,253)	89%	1,384,776	861,186
970		CASH FLOW FROM OPERATIONS	118,365	5,387	112,978	2197%	135,868	55,008	80,860	247%	204,751	68,881
OTHER FINANCIAL ITEMS-SOURCES & (USES)												
		OPERATING TRANSFERS IN	(23,636)	(15,187)	(8,469)	158%	(23,636)	(60,686)	37,033	39%	(182,005)	(158,369)
		OPERATING TRANSFERS OUT	-	11,502	(11,502)	0%	-	45,008	(45,008)	0%	138,025	138,025
		HUD GRANTS - CAPITAL CONTRIBUTIONS	-	3,665	(3,665)	0%	-	14,660	(14,660)	0%	43,880	43,880
		DEBT SERVICE PAYMENT - INTEREST	-	-	-	-	-	-	-	-	-	-
		DEBT SERVICE PAYMENT - PRINCIPAL	-	3,804	(3,804)	0%	-	15,218	(15,218)	0%	45,853	45,853
971	4610	EXTRAORDINARY MAINTENANCE	-	417	(417)	0%	-	1,867	(1,867)	0%	5,000	5,000
		CAPITAL EXPENDITURES	-	18,870	(18,870)	0%	-	75,480	(75,480)	0%	226,440	226,440
		OTHER ITEMS	-	-	-	-	-	-	-	-	-	-
TOTAL OTHER EXPENSES			(23,636)	23,081	(46,727)	-102%	(23,636)	92,364	(116,000)	-26%	277,093	300,729
900		TOTAL EXPENDITURES	103,166	150,184	(46,999)	89%	399,945	567,198	(167,253)	71%	1,661,869	1,161,915
NET CASH FLOW			142,002	(17,704)	159,708	802%	159,504	(37,386)	196,860	427%	(72,342)	(231,848)

APHA CONSOLIDATED ACCOUNT DETAIL

LINE ACCT	CURRENT	CURRENT		% OF	YEAR	YEAR		% OF	ANNUAL	BUDGET
ITEM # DESCRIPTION	MONTH	MONTH	DIFF	MTD	TO DATE	TO DATE	DIFF	YTD	BUDGET	BALANCE
INCOME	ACTUAL	BUDGET		BUDGET	ACTUAL	BUDGET		BUDGET	BUDGET	REMAINING
HUD PHA GRANTS										
3401 CAPITAL FUND REVENUE - SOFT COSTS	23,636	50,469	(26,833)	47%	29,344	201,876	(172,532)	15%	605,629	576,285
3401.1 CFP CAPITAL EXPENDITURES	-	-	-	-	-	-	-	-	-	-
3410 SECTION 8 HAP INCOME	-	-	-	-	-	-	-	-	-	-
3410.1 ADMINISTRATIVE FEES EARNED	-	-	-	-	-	-	-	-	-	-
3410.2 PORT IN ADMINISTRATIVE FEES EARNE	-	-	-	-	-	-	-	-	-	-
TOTAL HUD PHA GRANTS	23,636	50,469	(26,833)	47%	29,344	201,876	(172,532)	15%	605,629	576,285
EXPENSES										
ADMINISTRATIVE OFFICE EXPENSES										
4140 STAFF TRAINING	-	763	(763)	0%	289	3,050	(2,761)	9%	9,150	8,861
4170 ACCOUNTING	5,925	5,667	258	105%	15,200	22,667	(7,466)	67%	68,000	52,800
4190 SUNDRY	1,555	3,178	(1,624)	49%	5,838	12,713	(6,876)	46%	38,140	32,304
4190.2 TELEPHONE/COMMUNICATIONS	821	773	49	106%	3,271	3,090	181	106%	9,270	5,999
4190.3 POSTAGE	1,657	267	1,390	621%	2,392	1,067	1,325	224%	3,200	808
4190.5 OFFICE EQUIPMENT	-	-	-	-	-	-	-	-	-	-
4190.4 PORT OUT ADMINISTRATIVE EXPENSES	3,934	1,634	2,300	241%	4,363	6,537	(2,174)	67%	19,610	15,247
TOTAL ADMINISTRATIVE	13,892	12,281	1,611	113%	31,351	49,123	(17,773)	64%	147,370	116,019
TOTAL GENERAL EXPENSES										
4590 OTHER GENENERAL EXPENSE	1,179	1,997	(818)	59%	4,856	7,987	(3,131)	61%	23,961	19,105
4590.5 ASSET MANAGEMENT FEE	-	1,000	(1,000)	0%	-	3,998	(3,998)	0%	11,994	11,994
4590.6 OTHER FEES	-	-	-	-	-	-	-	-	-	-
TOTAL OTHER GENERAL EXPENSES	1,179	2,996	(1,817)	39%	4,856	11,985	(7,129)	41%	35,955	31,099

6/5/2014 2:36:39 PM COH
PHA: 01
Project: '001','002','003','100'

AVON PARK PUBLIC HOUSING

CASH Analysis
As Of Date: 5/31/2014

Balance

General Fund	268,769.02
Section 8 PH Funds	0.00
Security Deposits	29,310.00
PNC Account	0.00
Petty Cash	100.00
Investment CD at Highlands Bank	42,819.83
Investment CD at PNC	0.00
Investment MM at Highlands Bank	0.00
Investment MM	1,091,785.58
Utility Deposit Escrow Fund	3,000.00
FSS Escrow	2,377.45
Development Corporation	12,011.46

6/5/2014 2:37:10 PM COH
PHA: 07
Project: '002'

RIDGEDALE

CASH Analysis
As Of Date: 5/31/2014

Balance

General Fund	292,865.83
Section 8 PH Funds	0.00
Security Deposits	6,165.00
PNC Account	0.00
Petty Cash	0.00
Investment CD at Highlands Bank	0.00
Investment CD at PNC	0.00
Investment MM at Highlands Bank	0.00
Investment MM	0.00
Utility Deposit Escrow Fund	0.00
FSS Escrow	0.00
Development Corporation	0.00

6/5/2014 2:37:42 PM COH
PHA: 02
Project: '001'

NORTH CENTRAL HEIGHTS I

CASH Analysis
As Of Date: 5/31/2014

Balance

General Fund	7,806.75
Section 8 PH Funds	0.00
Security Deposits	13,850.00
PNC Account	0.00
Petty Cash	0.00
Investment CD at Highlands Bank	0.00
Investment CD at PNC	0.00
Investment MM at Highlands Bank	0.00
Investment MM	0.00
Utility Deposit Escrow Fund	0.00
FSS Escrow	0.00
Development Corporation	0.00

6/5/2014 2:38:15 PM COH
PHA: 02
Project: '002'

NORTH CENTRAL HEIGHTS II

CASH Analysis
As Of Date: 5/31/2014

Balance

General Fund	41,903.62
Section 8 PH Funds	0.00
Security Deposits	11,500.00
PNC Account	0.00
Petty Cash	0.00
Investment CD at Highlands Bank	0.00
Investment CD at PNC	0.00
Investment MM at Highlands Bank	0.00
Investment MM	0.00
Utility Deposit Escrow Fund	0.00
FSS Escrow	0.00
Development Corporation	0.00

AVON PARK HOUSING AUTHORITY
Budgeted Income Statement
AVON PARK PUBLIC HOUSING

Fiscal Year End Date:	12/31/2014	ACCOUNT		1 Month(s) Ended	5 Month(s) Ended	Budget	Variance
				May 31, 2014	May 31, 2014		
Operating Expenses							
Administrative Salaries	01 001 4110	5		10,906.44	56,671.46	59,961.65	3,290.19
Legal Expense	01 001 4130	5		75.00	75.00	4,166.65	4,091.65
Training	01 001 4140	5		0.00	0.00	2,916.65	2,916.65
Travel	01 001 4150	5		852.60	1,715.69	2,916.65	1,200.96
Accounting Fees	01 001 4170	5		0.00	3,294.36	10,208.30	6,913.94
Computer Support/Licensing Fees	01 001 4170.2	5		1,925.00	6,433.08	4,166.65	(2,266.43)
Audit Fees	01 001 417100	5		0.00	5,400.00	7,030.40	1,630.40
Employee Benefits Cont - Admin	01 001 4182	5		4,671.45	28,400.45	25,836.65	(2,563.80)
Sundry	01 001 4190	5		1,100.20	5,262.64	9,525.00	4,262.36
Advertising	01 001 4190.18	5		294.43	1,345.24	0.00	(1,345.24)
Telephone/Communications	01 001 4190.2	5		732.16	3,218.05	3,083.30	(134.75)
Postage	01 001 4190.3	5		0.00	1,855.78	1,283.30	(572.48)
Eviction Costs	01 001 4190.4	5		360.00	360.00	208.30	(151.70)
Contract Costs- Copier	01 001 4190.6	5		59.25	347.07	625.00	277.93
Contract Costs-Admin Security	01 001 4190.7	5		0.00	240.00	516.65	276.65
Contract Costs-Admin	01 001 4190.9	5		200.00	825.00	6,250.00	5,425.00
Ten Services - RAB	01 001 4220	5		48.87	87.21	220.80	133.59
Water	01 001 4310	5		416.17	1,726.03	1,500.00	(226.03)
Electricity	01 001 4320	5		567.94	9,448.31	12,083.30	2,634.99
Natural Gas	01 001 4330	5		97.86	610.93	491.65	(119.28)
Sewer & Other	01 001 4390	5		581.27	2,419.78	2,333.30	(86.48)
Maintenance Salaries	01 001 4410	5		6,484.06	31,480.98	32,584.15	1,103.17
Maintenance Materials	01 001 4420	5		5,102.39	17,356.26	16,666.65	(689.61)
Contract Costs	01 001 4430	5		1,550.00	1,550.00	416.65	(1,133.35)
Pest Control	01 001 4430.1	5		470.00	2,350.00	2,500.00	150.00
Contract Costs-Lawn	01 001 4430.3	5		1,300.00	5,200.00	5,687.50	487.50
Contract Costs-Air Conditioning	01 001 4430.4	5		0.00	0.00	625.00	625.00
Contract Costs-Plumbing	01 001 4430.5	5		0.00	1,873.50	1,250.00	(623.50)
Contract Costs - Vacancy Turnaround	01 001 4430.6	5		0.00	2,990.00	5,000.00	2,010.00
Garbage/Trash Removal	01 001 4431	5		367.80	1,542.20	2,500.00	957.80
Emp Benefit Cont - Maintenance	01 001 4433	5		2,959.02	17,940.33	17,031.65	(908.68)
General Insurance—Property, Contents	01 001 4510	5		2,524.78	12,623.90	14,583.30	1,959.40
Worker's Comp Insurance	01 001 4510.1	5		505.31	2,526.55	2,916.65	390.10
Other Insurance—Crime, Auto, Direc&Offic	01 001 4510.2	5		478.69	1,854.93	2,208.30	353.37
Liability Insurance	01 001 4510.3	5		314.80	1,718.38	1,640.80	(77.58)
Payment in Lieu of Taxes	01 001 4520	5		0.00	0.00	2,620.80	2,620.80
Collection Losses	01 001 4570	5		3,525.40	4,682.11	2,083.30	(2,598.81)
Other General Expense	01 001 459000	5		0.00	599.60	5,854.15	5,254.55
Extraordinary Maintenance	01 001 4610	5		0.00	0.00	2,083.30	2,083.30
Total Operating Expenses				48,470.89	236,024.82	273,576.40	37,551.58
Operating Revenues							
Dwelling Rental	01 001 3110	5		10,834.40	53,249.65	37,858.30	15,391.35
Excess Utilities	01 001 3120	5		0.00	9.44	0.00	9.44
Operating Subsidy	01 001 3401.00	5		36,873.00	184,363.00	177,109.15	7,253.85
Total Operating Revenues				47,707.40	237,622.09	214,967.45	22,654.64
Income from Operations				(763.49)	1,597.27	(58,608.95)	60,206.22
Other Revenues and Expenses							
RESTRICTED INTEREST	01 001 3431.00	5		0.00	0.00	4.15	(4.15)
Investment Income - Unrestricted	01 001 3610	5		191.77	982.53	958.30	24.23
Other Income - Tenant	01 001 3690	5		1,040.12	5,044.40	5,312.50	(268.10)
Other Income - Satellite Accident	01 001 3690.08	5		0.00	2,189.28	0.00	2,189.28

**AVON PARK HOUSING AUTHORITY
Budgeted Income Statement
AVON PARK PUBLIC HOUSING**

Fiscal Year End Date:	12/31/2014	ACCOUNT	1 Month(s) Ended May 31, 2014	5 Month(s) Ended May 31, 2014	Budget	Variance
Other Income-Leave with no Notice	01 001 3690.1	5	250.00	250.00	0.00	250.00
Other Income - Rent for Tulane Ave Bldg	01 001 3690.13	5	750.00	5,250.00	0.00	5,250.00
Other Income - Copies & Fax	01 001 3690.2	5	0.00	10.00	0.00	10.00
Other Inc -Ridgedale-	01 001 3690.3	5	687.04	4,943.39	0.00	4,943.39
Other Income - Scrap Metal Salvage	01 001 3690.4	5	0.00	182.00	0.00	182.00
Other Income - Misc - Non Tenant	01 001 3690.6	5	24.00	24.00	10,298.30	(10,274.30)
Other Income - Community Rm Rent	01 001 3690.8	5	0.00	100.00	0.00	100.00
Operating Transfer In	01 001 9110	5	0.00	23,635.59	75,835.40	(52,199.81)
Total Other Revenues and Expenses			2,942.93	42,611.19	92,408.65	(49,797.46)
Net Income (Loss)			2,179.44	44,208.46	33,799.70	10,408.76

AVON PARK HOUSING AUTHORITY
Budgeted Income Statement
AVON PARK PUBLIC HOUSING
OTHER BUSINESS ACTIVITIES

Fiscal Year End Date:	12/31/2014	ACCOUNT	1 Month(s) Ended May 31, 2014	5 Month(s) Ended May 31, 2014	Budget	Variance
Operating Expenses						
Admin Salaries - NCH I	01 100 4110.01	5	668.84	3,475.24	3,674.15	198.91
Admin Salaries - NCH II	01 100 4110.02	5	551.18	2,864.06	3,028.30	164.24
Admin Salaries - Ridgedale	01 100 4110.03	5	767.94	3,990.50	4,227.05	236.55
Legal Expense	01 100 4130	5	0.00	0.00	2,083.30	2,083.30
Travel	01 100 4150.00	5	0.00	0.00	29.15	29.15
Accounting Fees	01 100 4170.00	5	0.00	150.00	0.00	(150.00)
Accounting Fees - NCH I	01 100 4170.01	5	0.00	1,104.78	2,500.00	1,395.22
Accounting Fees - NCH II	01 100 4170.02	5	0.00	962.76	2,500.00	1,537.24
Accounting Fees - Ridgedale	01 100 4170.03	5	0.00	2,836.10	1,062.50	(1,773.60)
Audit Fees	01 100 4171.00	5	0.00	0.00	208.30	208.30
Employee Benefits Cont - Admin/Ridgedal	01 100 4182	5	381.46	1,975.06	1,596.65	(378.41)
Employee Benefits Cont - Admin - NCH I	01 100 4182.1	5	198.87	1,329.41	1,377.50	48.09
Employee Benefits Cont - Admin - NCH II	01 100 4182.2	5	165.44	1,104.27	1,142.90	38.63
SUNDRY	01 100 4190	5	0.00	122.50	229.15	106.65
MARKETING/ADVERTISING	01 100 4190.18	5	0.00	0.00	191.65	191.65
Contract Costs/Admin	01 100 4190.90	5	0.00	0.00	150.00	150.00
Insurance - Workers Comp	01 100 4510.40	5	137.89	689.45	1,313.30	623.85
Other General Expense	01 100 4590	5	0.00	0.00	416.65	416.65
Total Operating Expenses			2,871.62	20,604.13	25,730.55	5,126.42
Income from Operations			(2,871.62)	(20,604.13)	(25,730.55)	5,126.42
Other Revenues and Expenses						
Revenue - Management fees - Ridgedale	01 100 3690	5	2,494.19	12,512.13	12,500.00	12.13
Revenue - Management Fees - NCH I	01 100 3690.1	5	818.83	3,815.37	4,166.65	(351.28)
Revenue - Management Fees - NCH II	01 100 3690.2	5	918.47	4,843.30	4,193.30	650.00
Other Income - Ridgedale Contribution	01 100 3690.50	5	0.00	0.00	3,708.30	(3,708.30)
Total Other Revenues and Expenses			4,231.49	21,170.80	24,568.25	(3,397.45)
Net Income (Loss)			1,359.87	566.67	(1,162.30)	1,728.97

AVON PARK HOUSING AUTHORITY
Budgeted Income Statement
RIDGEDALE
RIDGEDALE APARTMENTS LLC

Fiscal Year End Date:	12/31/2014	ACCOUNT	1 Month(s) Ended May 31, 2014	5 Month(s) Ended May 31, 2014	Budget	Variance	
Operating Expenses							
Non-Technical Salaries		07 002 4110	5	638.14	3,315.53	3,508.75	193.22
Legal Expense		07 002 4130	5	0.00	0.00	2,083.30	2,083.30
Staff Training		07 002 4140	5	0.00	289.00	416.65	127.65
Travel		07 002 4150	5	0.00	131.97	416.65	284.68
COMPUTER SUPPORT/LICENSING FEE		07 002 4170.2	5	0.00	764.40	1,041.65	277.25
Audit Fees		07 002 4171	5	0.00	1,500.00	1,962.05	462.05
Consulting Fees		07 002 4180	5	0.00	0.00	2,916.65	2,916.65
Employee Benefit Contributions-Admin.		07 002 4182	5	362.59	2,187.56	1,991.65	(195.91)
Sundry		07 002 4190	5	0.00	450.07	541.65	91.58
Advertising		07 002 4190.08	5	81.80	323.73	541.65	217.92
Bank Fees		07 002 4190.18	5	1.34	6.52	50.00	43.48
Administrative Contracts		07 002 4190.19	5	0.00	50.00	0.00	(50.00)
Telephone		07 002 4190.2	5	85.56	427.80	420.80	(7.00)
TENANT BACKGROUND CHECKS		07 002 4190.20	5	3.05	17.90	0.00	(17.90)
Postage		07 002 4190.3	5	0.00	505.00	16.65	(488.35)
Eviction Costs		07 002 4190.4	5	360.00	360.00	0.00	(360.00)
Contract Costs - Admin		07 002 4190.9	5	25.00	75.00	550.00	475.00
Ten Services - RAB		07 002 4220	5	0.00	0.00	25.00	25.00
Water		07 002 4310	5	716.35	4,194.16	3,770.80	(423.36)
Electricity		07 002 4320	5	456.75	1,505.54	1,958.30	452.76
Sewer		07 002 4390	5	1,048.30	5,241.50	4,812.50	(429.00)
Labor		07 002 4410	5	2,117.23	9,060.75	9,051.25	(9.50)
Materials and Other		07 002 4420	5	438.22	2,400.12	8,737.50	6,337.38
Contract Costs		07 002 4430	5	0.00	600.00	4,166.65	3,566.65
Pest Control		07 002 4430.1	5	122.00	610.00	608.30	(1.70)
Contract Costs-Lawn		07 002 4430.3	5	425.00	1,700.00	2,500.00	800.00
Contract Costs-Air Conditioning		07 002 4430.4	5	325.00	325.00	1,041.65	716.65
Contract Costs-Plumbing		07 002 4430.5	5	267.25	267.25	416.65	149.40
Contract Costs - Vacancy Turnaround		07 002 4430.6	5	515.00	1,485.00	3,129.15	1,644.15
Contract Costs-Camera Security		07 002 4430.7	5	1,127.00	3,069.50	1,333.30	(1,736.20)
Garbage and Trash Collection		07 002 4431	5	678.10	3,390.50	3,375.00	(15.50)
Employee Benefit Cont.-Ordinary Mainten.		07 002 4433	5	1,594.29	5,711.50	4,499.15	(1,212.35)
Insurance-Property, Contents		07 002 4510	5	756.04	3,780.52	4,287.50	506.98
Insurance - Workers Comp		07 002 4510.1	5	55.66	278.30	270.80	(7.50)
Insurance - Liability		07 002 4510.3	5	81.46	303.22	350.00	46.78
Collection Losses		07 002 4570	5	706.50	7,218.37	1,666.65	(5,551.72)
Interest Expense-Heartland		07 002 4580.01	5	0.00	416.81	0.00	(416.81)
Interest on Notes Payable-Centennial		07 002 4580.03	5	0.00	16,993.78	22,916.65	5,922.87
Management Fee		07 002 4590	5	2,494.19	12,512.13	11,745.00	(767.13)
Other General Expense		07 002 4590.01	5	687.04	4,943.39	9,441.65	4,498.26
Total Operating Expenses				16,168.86	96,411.82	116,561.55	20,149.73
Operating Revenues							
DWELLING RENTAL		07 002 3110	5	3,362.00	19,650.30	10,591.65	9,058.65
HAP Subsidy		07 002 3110.01	5	27,319.00	138,502.00	136,225.00	2,277.00
Other Income - Leave with No Notice		07 002 3690.1	5	0.00	241.42	0.00	241.42
Total Operating Revenues				30,681.00	158,393.72	146,816.65	11,577.07
Income from Operations				14,512.14	61,981.90	30,255.10	31,726.80
Other Revenues and Expenses							
Investment Income-Unrestricted		07 002 3430	5	0.00	0.00	41.65	(41.65)
Interest - Restricted		07 002 3431.00	5	5.34	26.07	20.80	5.27

AVON PARK HOUSING AUTHORITY
Budgeted Income Statement
RIDGEDALE
RIDGEDALE APARTMENTS LLC

Fiscal Year End Date:	12/31/2014	ACCOUNT	1 Month(s) Ended May 31, 2014	5 Month(s) Ended May 31, 2014	Budget	Variance
Interest Earned on Gen Fund Investments	07 002 3610	5	12.02	57.10	0.00	57.10
Other Income - Tenant	07 002 3690	5	1,583.88	3,375.23	2,266.65	1,108.58
Other Income - Refinance	07 002 3690.10	5	0.00	1,564.65	0.00	1,564.65
Other Income - Scrap Metal Salvage	07 002 3690.4	5	0.00	6.00	0.00	6.00
Other Income	07 002 3690.6	5	0.00	0.00	2,541.65	(2,541.65)
Total Other Revenues and Expenses			1,601.24	5,029.05	4,870.75	158.30
Net Income (Loss)			16,113.38	67,010.95	35,125.85	31,885.10

AVON PARK HOUSING AUTHORITY
Budgeted Income Statement
NORTH CENTRAL HEIGHTS
N CENTRAL HEIGHTS MGMT

Fiscal Year End Date:	12/31/2014	ACCOUNT	1 Month(s) Ended May 31, 2014	5 Month(s) Ended May 31, 2014	Budget	Variance	
Operating Expenses							
Nontechnical Salaries		02 001 4110	5	723.26	3,757.74	3,976.25	218.51
Legal Expense		02 001 4130	5	0.00	1,009.93	2,083.30	1,073.37
Staff Training		02 001 4140	5	0.00	0.00	416.65	416.65
Travel		02 001 4150	5	0.00	65.52	208.30	142.78
COMPUTER SUPPORT/LICENSING FEE		02 001 4170.2	5	0.00	866.32	1,666.65	800.33
Audit Fees		02 001 4171	5	0.00	1,700.00	2,180.00	480.00
Employee Benefits Cont - Admin		02 001 4182	5	410.94	2,479.34	2,257.50	(221.84)
Sundry		02 001 4190	5	25.56	394.55	0.00	(394.55)
Advertising and Marketing		02 001 4190.08	5	453.33	1,618.88	0.00	(1,618.88)
Bank Fees		02 001 4190.18	5	0.00	89.94	0.00	(89.94)
Telephone		02 001 4190.2	5	70.61	423.66	416.65	(7.01)
Tenant Background Checks		02 001 4190.20	5	4.58	31.84	0.00	(31.84)
Postage		02 001 4190.3	5	0.00	17.00	16.65	(0.35)
Eviction Costs		02 001 4190.4	5	0.00	0.00	416.65	416.65
Contract Costs - Admin		02 001 4190.9	5	0.00	1,700.00	495.80	(1,204.20)
Tenant Services		02 001 4220	5	0.00	150.00	0.00	(150.00)
Ten Services - After School Program		02 001 4220.2	5	190.00	630.00	412.50	(217.50)
Water		02 001 4310	5	102.83	290.14	587.50	297.36
Electricity		02 001 4320	5	587.72	1,944.32	1,916.65	(27.67)
Sewer		02 001 4390	5	75.94	243.10	450.00	206.90
Labor		02 001 4410	5	1,081.11	8,950.50	10,257.90	1,307.40
MAINTENANCE MATERIALS		02 001 4420	5	511.61	2,957.88	3,291.65	333.77
Contract Costs		02 001 4430	5	0.00	760.00	1,041.65	281.65
Contract Costs-Pest Control		02 001 4430.1	5	100.80	504.00	500.00	(4.00)
Contract Costs-Plumbing		02 001 4430.2	5	0.00	0.00	416.65	416.65
Contract Costs - AC		02 001 4430.4	5	0.00	0.00	416.65	416.65
Contract Costs - Lawn		02 001 4430.5	5	590.00	1,390.00	1,458.30	68.30
Contract Costs - Vacancy Turnaround		02 001 4430.6	5	1,310.00	2,645.00	3,400.00	755.00
Contract Costs - Camera		02 001 4430.7	5	150.00	150.00	416.65	266.65
Garbage and Trash Collection		02 001 4431	5	0.00	599.76	1,420.80	821.04
Emp Benefit Cont - Maintenance		02 001 4433	5	486.76	5,153.03	5,098.75	(54.28)
Insurance-Property, Contents		02 001 4510	5	942.44	4,712.20	5,416.65	704.45
Insurance - Workers Comp		02 001 4510.1	5	63.09	315.45	416.65	101.20
Insurance - Liability		02 001 4510.3	5	6.57	252.93	1,220.00	967.07
Payment in Lieu of Taxes		02 001 4520	5	0.00	0.00	1,362.90	1,362.90
Collection Loss		02 001 4570	5	(44.10)	2,333.59	995.80	(1,337.79)
Bonneville Interest		02 001 4580.01	5	3,894.38	23,389.83	21,187.50	(2,202.33)
Management Fees		02 001 4590	5	818.83	3,815.37	3,877.90	62.53
Other General Expense		02 001 4590.00	5	0.00	0.00	416.65	416.65
Total Operating Expenses				12,556.26	75,341.82	80,114.10	4,772.28
Operating Revenues							
Dwelling Rent		02 001 3110	5	17,247.12	85,345.16	77,560.00	7,785.16
Total Operating Revenues				17,247.12	85,345.16	77,560.00	7,785.16
Income from Operations				4,690.86	10,003.34	(2,554.10)	12,557.44
Other Revenues and Expenses							
Interest - Restricted		02 001 3431.00	5	7.51	7.51	10.80	(3.29)
Other Income - Tenant		02 001 3690	5	151.89	(3,246.91)	1,170.80	(4,417.71)
Other Income - Non Tenant		02 001 3690.3	5	0.00	537.50	0.00	537.50
Other Income - Community Rental		02 001 3690.5	5	0.00	500.00	0.00	500.00
Total Other Revenues and Expenses				159.40	(2,201.90)	1,181.60	(3,383.50)

Report Criteria PHA: 02 Project: '001'

Include Unapproved: False Include Zero Balance: False Include Full Year Budget: False Show Variance Percentage: False

AVON PARK HOUSING AUTHORITY
Budgeted Income Statement
NORTH CENTRAL HEIGHTS
N CENTRAL HEIGHTS MGMT

Fiscal Year End Date:	12/31/2014	ACCOUNT	1 Month(s) Ended May 31, 2014	5 Month(s) Ended May 31, 2014	Budget	Variance
Net Income (Loss)			<u>4,850.26</u>	<u>7,801.44</u>	<u>(1,372.50)</u>	<u>9,173.94</u>

AVON PARK HOUSING AUTHORITY
Budgeted Income Statement
NORTH CENTRAL HEIGHTS
NORTH CENTRAL HEIGHTS II

Fiscal Year End Date:	12/31/2014	ACCOUNT	1 Month(s) Ended May 31, 2014	5 Month(s) Ended May 31, 2014	Budget	Variance	
Operating Expenses							
Nontechnical Salaries		02 002 4110	5	595.62	3,094.58	3,274.55	179.97
Legal Expense		02 002 4130	5	480.65	1,490.57	416.65	(1,073.92)
Staff Training		02 002 4140	5	0.00	0.00	416.65	416.65
Travel		02 002 4150	5	0.00	65.52	208.30	142.78
Accounting Fees		02 002 4170	5	0.00	0.00	1,250.00	1,250.00
COMPUTER SUPPORT/LICENSING FEE		02 002 4170.2	5	0.00	713.44	1,250.00	536.56
Audit Fees		02 002 4171	5	0.00	1,400.00	1,744.15	344.15
Employee Benefits Cont - Admin		02 002 4182	5	338.43	2,041.84	1,859.15	(182.69)
Sundry		02 002 4190	5	25.56	378.98	204.15	(174.83)
Advertising and Marketing		02 002 4190.08	5	436.93	1,654.08	1,250.00	(404.08)
Bank Service Fee		02 002 4190.18	5	0.00	20.00	0.00	(20.00)
Tenant Background Check		02 002 4190.20	5	4.57	31.81	0.00	(31.81)
Postage		02 002 4190.3	5	0.00	14.00	16.65	2.65
Eviction Costs		02 002 4190.4	5	0.00	0.00	416.65	416.65
Contract Costs - Admin		02 002 4190.9	5	0.00	1,700.00	416.65	(1,283.35)
Ten Services - After School Program		02 002 4220.20	5	190.00	780.00	258.30	(521.70)
Water		02 002 4310	5	0.00	132.92	204.15	71.23
Electricity		02 002 4320	5	149.41	534.55	875.00	340.45
Sewer		02 002 4390	5	0.00	47.60	95.80	48.20
Labor		02 002 4410	5	913.68	7,394.47	8,447.50	1,053.03
MAINTENANCE MATERIALS		02 002 4420	5	483.34	1,864.56	2,400.00	535.44
Contract Costs		02 002 4430	5	0.00	494.00	833.30	339.30
Contract Costs-Pest Control		02 002 4430.1	5	79.20	396.00	416.65	20.65
Contract Costs - Lawn		02 002 4430.3	5	350.00	950.00	1,250.00	300.00
Contract Costs - AC		02 002 4430.4	5	0.00	0.00	416.65	416.65
Contract Costs - Plumbing		02 002 4430.5	5	0.00	0.00	416.65	416.65
Contract Costs - Vacancy Turnaround		02 002 4430.6	5	0.00	2,470.00	2,320.80	(149.20)
Garbage and Trash Collection		02 002 4431	5	0.00	55.53	416.65	361.12
Emp Benefit Cont - Maintenance		02 002 4433	5	474.24	4,316.97	4,199.15	(117.82)
Insurance-Property, Contents		02 002 4510	5	738.30	3,691.52	4,166.65	475.13
Insurance - Workers Comp		02 002 4510.1	5	28.05	140.25	337.90	197.65
Insurance - Liability		02 002 4510.3	5	72.41	269.54	1,041.65	772.11
Payment in Lieu of Taxes		02 002 4520	5	0.00	0.00	1,083.30	1,083.30
Bad Debts - Tenant Rents		02 002 4570	5	0.00	(289.31)	1,395.80	1,685.11
Bonneville Interest		02 002 4580.01	5	3,522.92	21,158.81	19,466.65	(1,692.16)
Management Fees		02 002 4590	5	918.47	4,843.30	5,237.05	393.75
Other General Expense		02 002 4590.00	5	0.00	0.00	337.50	337.50
Total Operating Expenses				9,801.78	61,855.53	68,340.65	6,485.12
Operating Revenues							
Dwelling Rent		02 002 3110	5	13,275.56	65,447.24	65,465.00	(17.76)
Total Operating Revenues				13,275.56	65,447.24	65,465.00	(17.76)
Income from Operations				3,473.78	3,591.71	(2,875.65)	6,467.36
Other Revenues and Expenses							
INTEREST - RESTRICTED		02 002 3431.00	5	6.01	6.01	8.30	(2.29)
Investment Income - Unrestricted		02 002 3610	5	2.14	13.60	16.65	(3.05)
Other Income - Tenant		02 002 3690	5	175.92	(6,036.35)	1,962.50	(7,998.85)
Other Income - Non Tenant		02 002 3690.3	5	0.00	437.50	0.00	437.50
Total Other Revenues and Expenses				184.07	(5,579.24)	1,987.45	(7,566.69)
Net Income (Loss)				3,657.85	(1,987.53)	(888.20)	(1,099.33)

The Housing Authority of Avon Park

RESOLUTION NO.14-07

RESOLUTION APPROVING FINAL ADOPTION OF A SIGNIFICANT AMENDMENT TO AVON PARK HOUSING AUTHORITY ANNUAL PLAN; REVISING THE ADMISSIONS AND OCCUPANCY POLICY (ACOP) TO INCORPORATE AN ANNUAL WAIT LIST PURGE POLICY AND ESTABLISH MAXIMUM WAIT LIST WAITING STANDARD FOR FORMAL "OPENING & CLOSURE" PROCESS FOR THE APPLICATION WAIT LIST MANAGEMENT FOR PUBLIC, ASSISTED AND AFFORDABLE HOUSING; REVISING THE ACOP TO INCORPORATE CHANGE THE BASIS BY WHICH FLAT RENT IS CALCULATED (80% OF FAIR MARKED RENTS; REVISING THE CAPITAL FUND PROGRAM BUDGET TO REPROGRAM FUNDS FOR SECURITY RELATED IMPROVMENTS FOR BOTH MAIN AND TRANSITIONAL HOUSING OFFICE NON-DWELLING STRUCTURES.

- Whereas, The Admissions and Occupancy Policy (ACOP) is the primary property management Policy for both the APHA managed Public, Section 8 Project Based assisted and affordable Multifamily properties/programs; and
- Whereas, the Authority was advised through the 2013 audit process by the Audit firm that a formal Annual Wait List Purge process was not sufficiently documented and that the APHA should exercise and properly document the Annual Purging as outlined in the APHA's Admission and Continued Occupancy Policy; and
- Whereas, APHA staff has drafted and Board adopted a preliminary written expansion/amendment to the current definition of the Annual Wait List Purging as described in the APHA's Admissions and Continued Occupancy Policy, as well as defined a Maximum Wait List Waiting Standard (24 months) for Opening & Closing APHA Wait Lists; and
- Whereas, In addition to the above ACOP Policy change, a change to the Flat Rent application method has been enacted by Congress whereby the calculation method shall replace the prior method of comparable local market survey basis with 80 percent of Fair Market Rent survey annually published by HUD; and
- Whereas, to further protect the Authority's operational assets, it has determined that it is appropriate to revise the 2014 Capital Fund Program Budget by reprogramming \$41,873, initially allocated to Operations (1406), to Non-Dwelling Structures (1470) for the installation of hurricane/security screening on the APHA Main and Transitional housing Offices.

NOW THEREFORE BE IT RESOLVED by the Commissioners of the Housing Authority of Avon Park that the above referenced Policy and Program changes have been declared as Significant Amendments to the APHA's 2014 Annual Plan; been circulated as such to both residents of the APHA and Public at large through the Public Hearing process and;

BE IT FURTHER RESOLVED by the Commissioners of the Housing Authority of Avon Park that such comments & questions gathered through the 45 day Public Hearing comment period/process have taken into consideration and have been determined that the above referenced Policy and Program changes contained within this Significant Amendment, as identified in Exhibit A attached there to and incorporated herein, are hereby adopted for final implementation, with an effective date of August 1, 2014.

ADOPTED THIS 17th DAY OF JUNE 2014.

Accepted _____

Attest _____

SEAL

EXHIBIT A

NOTICE: Public Hearing

SIGNIFICANT AMENDMENT TO AVON PARK HOUSING AUTHORITY;

- ADMISSIONS & CONTINUED OCCUPANCY POLICY
 - 2014 ANNUAL PLAN

Avon Park Housing Authority residents and community at large is hereby notified of proposed changes to the Authority Admissions & Continued Occupancy Policy AND 2014 Annual Plan. The proposed changes constitute a significant amendment to those Policy & Plan documents and require a 45 day notice and comment period & hearing prior to the adoption and implementation of proposed significant changes.

The changes to the referenced Policies & Plan are summarized as follows;

- Admission & Continued Occupancy Policy;
 1. Annual purging process/procedure for Wait List, Establishment of 24 month Waiting period standard for Wait List Opening & Closing.
 2. Adoption of new Flat Rent calculation from comparable local properties comparison to 80% of Fair Market Rents, published annually by HUD.
- 2014 Annual Plan;

Revising Capital Fund Program Budget; Reducing line item 2, Account 1406 Operations from \$122,429 to \$80,584 and reserve funding to fund line item 12, Account 1470 Non-Dwelling Structures \$41,873 for installation of Hurricane/Security Screening at APHA Offices located @ 21 Tulane Drive and 1306 Tulane Ave, Avon Park, Florida.

Review and copies of the proposed change documents may be examined and/or copies obtained at the APHA Main Office located at 21 Tulane Drive, Avon Park, Florida during normal business hours. A public hearing has been scheduled to review the proposed changes and obtain comments at the following dates, times and locations;

<u>Date</u>	<u>Time</u>	<u>Location</u>
June 10, 2014	6:00 pm	North Central Heights Community Center 709 Juneberry St., Avon Park, Florida
June 11, 2014	6:00 pm	APHA Transitional Housing Office 1306 Tulane Ave, Avon Park, Florida
June 12, 2014	6:00 pm	Delaney Heights Community Center 504 Alton St., Avon Park, Florida

Circulated/Posted
05/23/14

Main Office, Transitional Housing Office, Delaney Heights Laundry Rm.,
North Central Heights entrance display board, Lakeside Laundry Rm.,
Published in June 9 APHA Newsletter, Posted on APHA Website

2014 Significant Amendment to Agency Plan

Annual Wait List Purge Purpose, Basis & Process (Amendment to ACOP; Standard Operating Procedures)

The Avon Park Housing Authority, in its efforts to maintain a current and up-to-date waiting list and minimize the number of “no-shows” and ineligible determinations, will perform a comprehensive purge of each designated separate Wait List for all APHA owned and managed properties **at least annually**. This purge will ensure that the pool of applicants reasonably represented on the waiting list accurately represents the number of interested families that are actively pursuing occupancy in APHA managed properties.

Purging Purpose & Basis;

Depending upon how quickly the Avon Park Housing Authority’s waiting list turns over, information provided during the application process may become outdated. Certain factors may require an applicant to update his or her application information, including: family move, change in income, change in family composition, change in welfare benefit, or change in circumstances affecting the applicant’s continued eligibility status. Purging the waiting list prevents delays in leasing activities and will eliminate a waiting list that is out of date, and represent a more accurate number of interested applicants and will eliminate delay in filling vacant units.

The APHA’s primary goal in purging a waiting list is to obtain current information on interested applicants and to remove applicants no longer interested in participating in the program. The APHA will continue to implement the Occupancy Standards when removing an applicant’s name from the waiting list.

The APHA will follow the same Admissions and Occupancy standards in determination of an eligible applicant’s status prior to unit offer.

Purging Process;

This annual purge shall occur in mid January of each year and shall serve as the basis for determining the continued opening OR closing of the APHA Wait List of any separately designated project Wait List.

Maximum Wait List Waiting Standard: A Wait List shall be determined eligible for closing if the number of applicants for that project exceeds a probable 24 months waiting period before possible placement. The formula for projected waiting period is the number of applicant households on the list divided by the average number of **typical vacancies recorded** (units under modernization not counted) **and experienced** for that specific project during the preceding two year (rolling based) period. The benchmark date for this determination shall correspond with the mid-January Annual Wait List Purging process.

(Reference: Standard Operating Procedures – pages 12-13 and APHA’s Admissions and Occupancy Policy –Section 3.1 “Opening & Closing The Waiting List” pages 23-24)

2014

Admissions and Continued Occupancy Policy (ACOP) Agency Plan Significant Amendment; #1

CHANGE TO THE PUBLIC HOUSING FLAT RENT APPLICATION METHOD

Included in the 2014 federal appropriation bill was language requiring housing authorities to set the Flat Rent for Public Housing to 80% of the Fair Market Rent (FMR). Housing Authorities are required to implement the change no later than October 1, 2014.

Background to the Flat Rent

Flat Rents came into existence with the Housing Reform Act of 1998 (QHWRA) which directed housing authorities to set their Flat Rents to comparable unassisted units in the private market and at levels that do not discourage residents from achieving self-sufficiency. The Flat Rent replaced the old HUD formula Ceiling Rent that was in existence since 1993. Unlike families paying the Income-based rent, families on the Flat Rent do not receive the Utility Allowance (UA) deduction.

Under the Flat Rent, a family whose adjusted monthly income is higher than the Flat Rent had a choice of paying the Income-based rent or the (lower) Flat Rent. The example below is for a 1 bedroom unit for an APHA resident currently paying Flat Rent with an income of \$23,780 & tenant paid utility allowance of \$240/mo.;

Income Based Rent (30% Adjusted Income)	New Flat Rent (80% of FMR)	Current Flat Rent
\$452	\$299	\$377

As the Flat Rent is less than the Income-based rent, the family would choose to pay the Flat Rent. Currently, there are 2 families in Delaney Heights and 1 family in Lakeside Park with income high enough that they benefit from paying the Flat Rent.

2014 Appropriation Bill

The appropriation bill eliminated QHWRA language regarding the use of comparable properties, unit amenities, self-sufficiency, or other factors in setting the Flat Rent. The new Flat Rent calculation method is now based purely at 80% of the Fair Market Rent (including deduction of Utility Allowance) published annually by the U.S. Department of Housing and Urban Development.

The chart below shows the APHA's current Flat Rents and that based on 80% of the FMR.

Bedroom	APHA's 2014 Flat Rent	New Flat Rent Schedule	% Difference
1	377	299	-20%
2	456	360	-21%
3	529	581	+12%
4	616	530	-13%
5	708	573	-19%

IMPLEMENTATION

The Avon Park Housing Authority will set the flat rental amount for each public housing unit that complies with the requirement that all flat rents be set at no less than 80 percent of the applicable Fair Market Rent (FMR) adjusted, if necessary, to account for reasonable utilities costs. The new flat rental amount will apply to all new program admissions effective August 1, 2014. For current program participants that pay the flat rental amount, the new flat rental amount will be offered, as well as the income-based rental amount, at the next annual rental option.

The Avon Park Housing Authority will place a cap on any increase in a family's rental payment that exceeds 35 percent, and is a result of changes to the flat rental amount as follows:

- Multiply the existing flat rental payment by 1.35 and compare that to the updated flat rental amount;
- The APHA will present two rent options to the family as follows:
 1. the lower of the product of the calculation and the updated flat rental amount; and
 2. the income-based rent.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part I: Summary

PHA Name: Avon Park Housing Authority

Grant Type and Number
 Capital Fund Program Grant No: EL14P01250114
 Replacement Housing Factor Grant No:
 Date of CFFP: 2014

FFY of Grant: 2014
 FFY of Grant Approval: 2014

Line	Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending: Summary by Development Account	Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Final Performance and Evaluation Report	Total Estimated Cost		Total Actual Cost ¹	
			Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 21) ³		80,584			
3	1408 Management Improvements					
4	1410 Administration (may not exceed 10% of line 21)					
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs					
8	1440 Site Acquisition					
9	1450 Site Improvement					
10	1460 Dwelling Structures					
11	1465.1 Dwelling Equipment—Nonexpendable					
12	1470 Non-dwelling Structures		41,873			
13	1475 Non-dwelling Equipment					
14	1485 Demolition					
15	1492 Moving to Work Demonstration					
16	1495.1 Relocation Costs					
17	1499 Development Activities ⁴					

¹ To be completed for the Performance and Evaluation Report
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement
³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.
⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
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Part I: Summary					
PHA Name: Avon Park Housing Authority		Grant Type and Number: Capital Fund Program Grant No: FL14PQ1250114 Replacement Housing Factor Grant No: Date of CFP: 2014		Fiscal Year of Grant: 2014 Fiscal Year of Grant Approval: 2014	
Type of Grant: <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending:		<input type="checkbox"/> Reserve for Disasters/Emergencies		<input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Final Performance and Evaluation Report	
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	43,980			
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant: (sum of lines 2 - 19)	166,437			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 514 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs				
25	Amount of line 20 Related to Energy Conservation Measures				
Signature of Executive Director ; Larry P. Shoeman Date April 1, 2014		Signature of Public Housing Director		Date	

¹ Totals completed for the Performance and Evaluation Report
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement
³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.
⁴ RHF funds shall be included here.

Application for Employer Identification Number

OMB No. 1545-0003

Department of the Treasury
Internal Revenue Service

(For use by employers, corporations, partnerships, trusts, estates, churches, government agencies, Indian tribal entities, certain individuals, and others.)

EIN

▶ See separate instructions for each line. ▶ Keep a copy for your records.

Type or print clearly.	1 Legal name of entity (or individual) for whom the EIN is being requested Heartland Community Housing Organization	
	2 Trade name of business (if different from name on line 1)	3 Executor, administrator, trustee, "care of" name
	4a Mailing address (room, apt., suite no. and street, or P.O. box) 1306 Tulane Avenue	5a Street address (if different) (Do not enter a P.O. box.)
	4b City, state, and ZIP code (if foreign, see instructions) Avon Park, FL 33825.	5b City, state, and ZIP code (if foreign, see instructions)
	6 County and state where principal business is located Highlands, FL	
	7a Name of responsible party Larry Shoeman	7b SSN, ITIN, or EIN
8a Is this application for a limited liability company (LLC) (or a foreign equivalent)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		8b If 8a is "Yes," enter the number of LLC members ▶
8c If 8a is "Yes," was the LLC organized in the United States? <input type="checkbox"/> Yes <input type="checkbox"/> No		
9a Type of entity (check only one box). Caution. If 8a is "Yes," see the instructions for the correct box to check.		
<input type="checkbox"/> Sole proprietor (SSN) _____ <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation (enter form number to be filed) ▶ 501(c)3 <input type="checkbox"/> Personal service corporation <input type="checkbox"/> Church or church-controlled organization <input type="checkbox"/> Other nonprofit organization (specify) ▶ _____ <input type="checkbox"/> Other (specify) ▶ _____		
<input type="checkbox"/> Estate (SSN of decedent) _____ <input type="checkbox"/> Plan administrator (TIN) _____ <input type="checkbox"/> Trust (TIN of grantor) _____ <input type="checkbox"/> National Guard <input type="checkbox"/> State/local government <input type="checkbox"/> Farmers' cooperative <input type="checkbox"/> Federal government/military <input type="checkbox"/> REMIC <input type="checkbox"/> Indian tribal governments/enterprises <input type="checkbox"/> Group Exemption Number (GEN) if any ▶ _____		
9b If a corporation, name the state or foreign country (if applicable) where incorporated	State Florida	Foreign country
10 Reason for applying (check only one box)		
<input checked="" type="checkbox"/> Started new business (specify type) ▶ CHDO <input type="checkbox"/> Hired employees (Check the box and see line 13.) <input type="checkbox"/> Compliance with IRS withholding regulations <input type="checkbox"/> Other (specify) ▶ _____		
<input type="checkbox"/> Banking purpose (specify purpose) ▶ _____ <input type="checkbox"/> Changed type of organization (specify new type) ▶ _____ <input type="checkbox"/> Purchased going business <input type="checkbox"/> Created a trust (specify type) ▶ _____ <input type="checkbox"/> Created a pension plan (specify type) ▶ _____		
11 Date business started or acquired (month, day, year). See instructions. July 15, 2014		12 Closing month of accounting year December
13 Highest number of employees expected in the next 12 months (enter -0- if none). If no employees expected, skip line 14.		14 If you expect your employment tax liability to be \$1,000 or less in a full calendar year and want to file Form 944 annually instead of Forms 941 quarterly, check here. (Your employment tax liability generally will be \$1,000 or less if you expect to pay \$4,000 or less in total wages.) If you do not check this box, you must file Form 941 for every quarter. <input checked="" type="checkbox"/>
Agricultural	Household	
15 First date wages or annuities were paid (month, day, year). Note. If applicant is a withholding agent, enter date income will first be paid to nonresident alien (month, day, year) ▶ N/A		
16 Check one box that best describes the principal activity of your business.		
<input type="checkbox"/> Construction <input type="checkbox"/> Rental & leasing <input type="checkbox"/> Transportation & warehousing <input type="checkbox"/> Accommodation & food service <input type="checkbox"/> Wholesale-other <input type="checkbox"/> Retail <input type="checkbox"/> Real estate <input type="checkbox"/> Manufacturing <input type="checkbox"/> Finance & insurance <input checked="" type="checkbox"/> Other (specify) low-income housing		
17 Indicate principal line of merchandise sold, specific construction work done, products produced, or services provided. Provider of low-income housing		
18 Has the applicant entity shown on line 1 ever applied for and received an EIN? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," write previous EIN here ▶ _____		
Third Party Designee	Complete this section only if you want to authorize the named individual to receive the entity's EIN and answer questions about the completion of this form.	
	Designee's name	Designee's telephone number (include area code) ()
	Address and ZIP code	Designee's fax number (include area code) ()
Under penalties of perjury, I declare that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.		Applicant's telephone number (include area code) (863) 452-4432
Name and title (type or print clearly) ▶ Larry Shoeman, Executive Director		Applicant's fax number (include area code) (863) 452-5455
Signature ▶	Date ▶	

BY-LAWS
OF
HEARTLAND COMMUNITY HOUSING ORGANIZATION
(A Florida Not-for-Profit/501(c)3 Corporation)

ARTICLE I
NAME

The name of this Corporation shall be the HEARTLAND COMMUNITY HOUSING ORGANIZATION (hereinafter referred to as the "*Corporation*"). It shall function perpetually as a not-for-profit corporation.

ARTICLE II

PURPOSES

The purposes of the *Corporation* shall be to:

- a) to follow tax-exempt ruling status of Section 501(c) of the Internal Revenue Code of 1986 to operate as a charitable and/or educational organization whose purposes include but are not limited to: relief of the poor; lessening burdens of government; lessening community tensions; and promotion of social welfare;
- b) to follow the Department of Housing and Urban Development's (HUD) vision for the HOME program as regulated through 24 CFR 92.2 for certification of a CHDO which includes but is not limited: strengthening the community's capacity to sustain and build upon the HOME program's benefits by expanding the supply of decent and affordable housing for very low, low, and moderate-income residents, as well as to develop the skills, institutions, relationships, and vision to undertake community-based affordable housing strategies within local jurisdictions;
- c) to serve in one of the four (4) allowable roles (Developer, Sponsor, Owner and/or Developer or Sponsor). The specific role will be determined at time of project undertaking to design and implement community-based affordable housing strategies that are tailored to the needs and priorities of the four (4) adjacent county communities: Highlands, Hardee, DeSoto and Okeechobee, Florida. These strategies include but are not limited to: mixed-use, mixed income development; acquisition and/or rehabilitation of rental housing; new construction of rental housing; acquisition and/or rehabilitation of homebuyer properties; new construction of homebuyer properties; direct financial assistance to purchasers of HOME- assisted housing sponsored or developed by a CHDO with HOME funds,

Comment [O1]: Added or updated purposes throughout.

Comment [O2]: Double check. Revised to the four referenced counties.

- and homeless housing, services and support;
- d) to extend and strengthen partnerships within the four (4) adjacent county boundaries among all levels of government and the private sector, including for-profit and nonprofit organizations, in the production and operation of affordable housing;
 - e) to build capacity within the Corporation and of its partners utilizing technical assistance funding, as well as to seek and apply for grants, funds, awards and/or any and all other types of funding designed to advance the governmental purposes, the goals and the mission of the *Corporation*;
 - f) to insure that no part of the net earnings of the *Corporation* shall inure to the benefit of or be distributable to its members, founders, directors, contributors, employees of or members of a committee of, or person connected with the *Corporation*, or any other private individuals, except that the Corporation may be authorized and empowered to pay reasonable compensation for services rendered and products purchased and to make payments and distributions in furtherance of the purposes hereinafter set forth;
 - g) Accomplish its purposes as stated herein, in the Articles of Incorporation and as provided by the Not-For-Profit laws of the State of Florida, ~~in conjunction with the Authority, and as a result thereof with the full consent and approval of the Authority;~~
 - h) Operate in a manner in which the Avon Park Housing Authority ("*Authority*") shall consent to and approve the creation, corporate charter and/or any and all other organic documents of the *Corporation*, ~~including but not limited to the bylaws, and any and all amendments, addendums and/or modifications to said documents;~~
 - i) ~~Operate in a manner in which the Authority shall authorize and/or approve any and all documents to be executed by and between the Corporation and HUD, including but not limited to the Annual Contributions Contract, and any and all amendments, addendums and/or modifications to said documents; and~~
 - j) ~~Operate in a manner in which the Authority shall have the right to directly control and approve any and all operations of the Corporation.~~

Comment [03]: PHA cannot have a controlling interest.

Per 92.2 definitions 2013 HOME Final Rule (5): "Is not a governmental entity (including the participating jurisdiction, other jurisdiction, Indian tribe, public housing authority, Indian housing authority, housing finance agency, or redevelopment authority) and is not controlled by a governmental entity."

Have Ric review.

Comment [04]: See above

Comment [05]: See above

Comment [06]: See above

ARTICLE III MEMBERSHIP

The *Corporation* shall not have any members and, accordingly, all authority that would otherwise be reposed in members shall be exercised by the Board of Directors of the

Corporation as and to the extent provided or permitted by applicable law.

**ARTICLE IV
PRINCIPAL OFFICE AND REGISTERED OFFICE AND AGENT**

- a) The principal office of the *Corporation* shall be located in the County of Highlands. The *Corporation* may have such other offices, either within or without the State of Florida, as the Board of Directors may determine or as the affairs of the *Corporation* may require from time to time.
- b) The *Corporation* shall have and continuously maintain in the State of Florida a registered office, and a registered agent whose office is identical with such registered office. The registered office may be, but need not be, identical with the principal office of the *Corporation* in the State of Florida and the address of the registered office may be changed from time to time by the Board of Directors.

**ARTICLE V
FISCAL YEAR**

The fiscal year for the *Corporation* shall be January 1 through December 31 annually.

Comment [07]: Should be consistent with APHA's fiscal year. Fiscal Year changed to reflect same as APHA.

**ARTICLE VI
RIGHTS AND LIABILITIES OF DIRECTORS**

- a) Property Interest of Directors. No director of the *Corporation* shall have any right, title or interest in or to any property or assets of the *Corporation* either prior to or at the time of any liquidation, termination or dissolution of the *Corporation*, all of which properties and assets shall at the time of any liquidation, termination or dissolution vest in the Authority, its lawful successors or assigns in the State of Florida, as provided in the Articles of Incorporation of the *Corporation*.
- b) Non-Liability of Directors for Debts. The private property of the directors shall be exempt from execution or other liability for any debts of the Corporation and no director shall be liable or responsible for any debts or liabilities of the Corporation.

**ARTICLE VII
BOARD OF DIRECTORS**

- a) General Powers. Subject to the limitations of the Articles of Incorporation, these bylaws, and the Florida Not-For-Profit Corporation Act, all corporate powers shall be exercised by or

under the authority of the Board of Directors, and the management and affairs of the *Corporation* shall be controlled by the Board of Directors.

Comment [08]: New and updated

b) Number and Qualifications. Unless the Articles of Incorporation are amended according to law, the number of directors shall never be less than nine (9) and no more than twenty-one (21). The members of the Board of Directors shall consist of at least one third (1/3) of its composition at all times being representatives of low income neighborhoods, and/or low income community residents, and/or elected representatives of low income neighborhood organizations in the five (5) County area as described in Article II (b). At least one third (1/3) of the Board of Directors will be composed of representatives of the Public Sector including but not limited to current Board members of the *Authority* and/or employees of the *Authority*. The balance will be unrestricted, and may include representatives such as human and social service providers, lenders, individuals with access to philanthropic resources, or others willing to contribute their professional expertise. The *Authority* (acting in the role of local government chartering the CHDO) may not appoint more than 1/3 of the board, and the board members appointed by the state or local government may not appoint the remaining 2/3 of the board members. All Board members of the *Authority* that serve as Board members of the *Corporation* are only eligible to serve as long as they are current Board members of the *Authority*. All employees of the *Authority* that serve as Board members of the *Corporation* are only eligible to serve as long as they are current employees of the *Authority*. The Executive Director of the *Corporation* shall also serve as the Secretary of the Board, in a non-voting capacity.

c) Election and Tenure. All of the members of the Board of Directors of the *Corporation* shall be selected by the members of the Board of the *Authority*, provided such selection is consistent with section b of this paragraph. Each member of the Board of Directors shall serve for a term of two (2) years from the date of qualification and selection. There shall be no term limits applicable to the number of consecutive terms each qualified member of the Board of Directors may serve.

d) Annual Meeting: An Annual meeting for the installation of officers, election of applicable Board members positions, the presentation of annual reports and the transaction of such other business as is determined by the Chairperson shall be held at such time and place as the directors may determine.

e) Regular Meetings. The Board of Directors of the *Corporation* shall meet on a regular basis, at a time and place to be determined by the Executive Director.

Comment [09]: Ask Ric: can a meeting or parts of a meeting be held in out of public viewing?

f) Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chairperson or any two Directors. The special meetings shall be held at a time and place to be determined by the Executive Director.

g) Telephone and Electronic Meetings. Directors may participate in meetings of the Board of Directors by means of a conference telephone, electronic or similar communications equipment (by which all persons participating can hear each other at the same time), and participation by such means shall constitute presence in person at such a meeting, provided a quorum is present at the actual meeting site.

Comment [010]: Ask Ric: if a quorum cannot be reached in person, can we insert the allowance of a quorum to be constituted via conference call?

h) Notice. Notice of any regular, special and/or annual meeting of the Board of Directors shall be given at least two days previously thereto by written notice delivered personally, conspicuously posted or sent by mail, email or facsimile transmission to each Director at his or her address as shown by the records of the *Corporation*. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed with postage thereon prepaid. If given by facsimile or email, such notice shall be deemed to be delivered at the time evidenced by printed or email confirmation of such transmission. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these Bylaws.

i) Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting without further notice.

j) Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law, by the Articles of Incorporation, or by these bylaws.

k) Vacancies. Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of Directors, shall be filled by the Board of Directors, provided such filling of the vacancy or increase in the number of Directors is consistent with section b of this paragraph.. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

l) Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors a fixed sum for incurred expenses, if any, may be allowed; but nothing herein contained shall be construed to preclude any Director from serving the *Corporation* in any other capacity and receiving compensation appropriate to the value therefor.

m) Contracts and Services. The Board of Directors and Officers of the *Corporation* may be interested directly or indirectly in any contract relating to or incidental to the operations conducted by the *Corporation*, and may freely make contracts, enter transactions, or otherwise act for and on behalf of the *Corporation*, notwithstanding that they may also be acting as individuals, or as trustees of trusts, or as agents for other persons or corporations, or may be interested in the same matters as directors, or otherwise; provided, however, that any contract, transaction, or act on behalf of the *Corporation* in a manner in which the Directors or Officers are personally interested: (i) shall be at arms-length; (ii) shall be approved by a majority of the Directors of the *Corporation* who are not personally interested in such contract, transaction, or act (although interested Directors may be counted in determining the presence of a quorum at a meeting authorizing such contract, transaction or act); (iii) shall not violate any applicable laws of the State of Florida or applicable HUD regulations; and (iv) shall not violate any of the prescriptions in the Articles of Incorporation against the *Corporation's* use or application of its funds for private benefit; and provided further that, if the *Corporation* has been declared an exempt organization under Section 503 or Section 507 of the Internal Revenue Code and its regulations as they now exist or as they may be amended, no contract, transaction, or act shall be taken on behalf of the *Corporation* which would result in the denial of the tax-exemption under Section 503 or Section 507 of the Internal Revenue Code and its regulations as they now exist or as they may be amended. In no event, however, shall any person or other entity dealing with the Directors or Officers be obligated to inquire into the authority of the Directors to enter into and consummate any contract, transaction, or other action.

ARTICLE VIII
OFFICERS, THEIR ELECTION AND DUTIES

- a) Officers. The elected officers of the *Corporation* shall be a Chairperson, Vice-chairperson, Executive Director- Secretary and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of Chairperson and Secretary. A failure to elect a Chairperson, Vice-chairperson or Executive Director-Secretary shall not affect the existence of the *Corporation*.
- b) Election and Term of Office. The officers of the *Corporation* shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified.
- c) Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the *Corporation* would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed, but election of an officer shall not of itself create contract rights.
- d) Vacancies. A vacancy in any office because of death, resignation, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.
- e) Chairperson. It shall be the duty of the Chairperson to preside at meetings of the *Corporation* and of the Board. The Chairperson shall make an annual report to the *Corporation* at each annual meeting. The Chairperson shall be authorized to sign checks on behalf of the *Corporation*. The Chairperson may sign all contracts, agreements, and legal documents on behalf of the *Corporation*.
- f) Vice-Chairperson. It shall be the duty of the Vice-Chairperson to coordinate the activities of committees assigned to him or her and to supervise the chairperson of said committees. In the absence of the Chairperson or when so designated, the Vice-Chairperson shall perform the duties of the Chairperson.

g) Executive Director-Secretary. It shall be the duty of the Executive Director- Secretary to run the day to day operations of the *Corporation*, and be compensated for such duty as determined by the Board. The Executive Director-Secretary shall have the authority to hire and terminate employees of the *Corporation*. The Executive Director-Secretary shall be authorized to sign checks on behalf of the *Corporation*, and execute contracts, agreements and documents on behalf of the *Corporation*. The Executive Director-Secretary shall keep a record of the proceedings of the meetings of the Board. The Executive Director-Secretary shall be custodian of all reports belonging to the *Corporation*, including but not limited to the annual reports of the Chairperson. It shall be the duty of the Executive Director-Secretary to collect and/or receive all money payable to the *Corporation* and to be custodian of all funds. Funds on behalf of the *Corporation* shall be expended only upon the presentation of duly authorized vouchers. The Executive Director-Secretary shall submit a written financial report at all meetings of the Board and at the Annual Meeting. The Executive Director-Secretary shall be responsible for seeing that the financial records of the *Corporation* are audited annually, and shall then present this audited financial report to the Board. It shall also be the duty of the Executive Director-Secretary to issue due bills, issue official receipts to the Board and maintain an up-to-date record of payments and delinquencies.

ARTICLE IX COMMITTEES OF DIRECTORS

a) Appointment. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more committees, each of which shall consist of two or more Directors, which committees, to the extent provided in said resolution shall have and exercise the authority of the Board of Directors in the management of the *Corporation*. However, no such committee shall have authority of the Board of Directors in reference to amending, altering, or repealing the Bylaws; electing, appointing, or removing any member of any such committee or any Director of the *Corporation*; amending the Articles of Incorporation; adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange, or mortgage of all or substantially all of the property and assets of the *Corporation*; authorizing the voluntary dissolution of the *Corporation* or revoking proceedings therefore; adopting a plan for the distribution of the assets of the *Corporation*; or amending, altering, or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered, or repealed by such committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed on it or him or her by law.

- b) Term Of Office. Each member of a committee shall continue as such until the next annual meeting of the *Corporation* and until his or her successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.
- c) Chairperson. One member of each committee shall be appointed chairperson by the person or persons authorized to appoint the members thereof.
- d) Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.
- e) Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of the majority of the members present at a meeting at which a quorum is present shall be the act of the committee.
- f) Rules. Each committee may adopt rules for its own governance not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

ARTICLE X

PARLIAMENTARY AUTHORITY

The rules contained in Robert's Rules of Order Revised shall govern the *Corporation* in all cases to which they are applicable and in which they are not inconsistent with these Bylaws.

ARTICLE XI

BOOKS AND RECORDS

The *Corporation* shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors, and committees having any of the authority of the Board of Directors. The financial records of the *Corporation* shall be audited annually by an auditor selected by the Board.

ARTICLE XII

FINANCIAL STANDARDS

The *Corporation* will institute and maintain financial accountability standards that conform to attachment F of OMB Circular A-110 and 24 CFR 84.21, "Standards for Financial Management Systems."

Comment [O11]: new

ARTICLE XIII

Comment [012]: new

CAPACITY

The *Corporation* will build staff expertise and have salaried staff with experience relevant to the role they will undertake by the end of the first year of start-up. Until such time, an alternative staffing plan to demonstrate the required CHDO staff capacity and experience will be developed through a written arrangement (such as an MOA between APHA and the *Corporation*) outlining the work to be undertaken and the service period with appropriate tracking of wages for reimbursement.

ARTICLE XIV

Comment [013]: new

FORMAL PROCESS FOR LOW- INCOME PROGRAM BENEFICIARIES TO ADVISE

A formal process is available for low-income, program beneficiaries to advise the *Corporation* in all of its decisions regarding the design, siting, development, and management of all HOME-assisted affordable housing projects. This process includes: attending Board meetings and commenting at such time as public comment is invited; formalizing a written response or request to the *Corporation* when appropriate or when necessitated; and/or attending community meetings held by the *Corporation*.

ARTICLE XV

Comment [014]: new

PROCUREMENT

The *Corporation* is free to contract for goods and services from vendors of its own choosing.

ARTICLE XVI

SEAL

The Board of Directors shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the *Corporation* and the words "*HEARTLAND COMMUNITY HOUSING ORGANIZATION*", a Florida not-for-profit corporation."

ARTICLE XVII

WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of Florida law or under the provisions of the Articles of Incorporation or the Bylaws of the *Corporation*, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XVIII

PROHIBITION AGAINST SHARING IN CORPORATE EARNINGS

No member, founder, director, contributor, employee of or member of a committee of, or person connected with the *Corporation*, or any other private individual shall receive at any time any of the net earnings or pecuniary profit from the operations of the *Corporation*, provided that this shall not prevent the payment to any such person of such reasonable compensation for services rendered to or for the *Corporation* in effecting any of its purposes as shall be fixed by the Board of Directors; and no such person or persons shall be entitled to share in the distribution of any of the corporate assets upon the dissolution of the *Corporation*.

**ARTICLE XIX
INDEMNIFICATION**

The *Corporation* shall indemnify each Officer and Director, including former Officers and Directors, to the full extent permitted by the Florida General Corporation Act and the Florida Not-for-profit Corporation Act.

**ARTICLE XX
AMENDMENTS AND REVISIONS**

These Bylaws may be altered, amended, repealed and new Bylaws may be adopted by a majority of the Directors present at any meeting, if at least two days' written notice is given of an intention to alter, amend, or repeal these Bylaws or to adopt new Bylaws at such meeting.

Date Adopted: _____

Attest:

XXX
Chairperson

XXX
Secretary

**ARTICLES OF INCORPORATION
OF THE
HEARTLAND COMMUNITY HOUSING ORGANIZATION**

I, the undersigned, being the Incorporator of the *HEARTLAND COMMUNITY HOUSING ORGANIZATION*, a Florida not-for-profit/501(c)3 corporation, hereby file the following Articles of Incorporation that comply with the requirements of Florida Statutes Chapter 617 (Florida Not-For-Profit Corporation Act):

ARTICLE I- NAME

The name of the Corporation is the *HEARTLAND COMMUNITY HOUSING ORGANIZATION* a Florida not-for-profit/501(c)3 corporation (hereinafter the "Corporation").

**ARTICLE II- REGISTERED OFFICE AND AGENT AND
PRINCIPAL PLACE OF BUSINESS AND MAILING ADDRESS**

The registered office of the Corporation shall be located at Fifth Third Plaza, 201 East Kennedy Boulevard, Suite 600, Tampa, Florida 33602, and the initial registered agent of the Corporation at that address shall be Ricardo L. Gilmore, Esquire.

The principal place of business and the mailing address of the Corporation shall be: *HEARTLAND COMMUNITY HOUSING ORGANIZATION*, 1306 Tulane Avenue, Avon Park, FL 33825.

ARTICLE III- PURPOSE

The purposes of the Corporation shall be:

- a) to provide decent housing that is affordable to very-low, low and moderate income persons living in or around the City of Avon Park, Florida and the four (4) adjacent counties that include: Highlands, Hardee, DeSoto and Okeechobee, Florida by building, acquiring, maintaining and/or managing properties;
- b) to be a conduit and facilitator for community-based affordable housing strategies; development of affordable housing projects including but not limited to mixed-use, mixed-income approaches, homeless services and support mechanisms, and capacity-building for the Corporation and its partners by seeking funding for technical assistance activities and other grants that support and expand the goals of the Corporation and that enhance local community efforts;
- c) to work cooperatively to advance the governmental purposes, the goals and the missions of the **Avon Park Housing Authority** (hereinafter referred to as the "*Authority*");
- d) to operate as a CHDO, as described in the rules and requirements of the HOME final rule at 24 CFR Part 92.2 and subsequent HUD Notices;
- e) to operate in any manner for such nonprofit, charitable and/or educational purposes as will qualify the Corporation as a charitable organization exempt from federal income tax

Comment [01]: Double check. Changed to reflect same counties identified in By-Laws draft.

under Internal Revenue Code Section 501(c)(3);

- f) to insure that no substantial part of the activities of the *Corporation* shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the *Corporation* shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office;
- g) to accept a substantial part of its support (exclusive of income received in the exercise or performance by such organization of its charitable, educational or other purpose or function constituting the basis for its exemption) from a governmental unit or from direct or indirect contributions from the general public, the *Corporation's* organizers, corporations, foundations, and any other public or private sources;
- h) to generally perform any function necessary to engage in any lawful purpose or purposes not for pecuniary profit;
- i) to insure that no part of the net earnings of the *Corporation* shall inure to the benefit of or be distributable to its members, founders, directors, contributors, employees of or members of a committee of, or person connected with the *Corporation*, or any other private individuals, except that the *Corporation* may be authorized and empowered to pay reasonable compensation for services rendered and products purchased and to make payments and distributions in furtherance of the purposes hereinafter set forth;
- j) to insure that, notwithstanding any other provisions of these Articles, the *Corporation* shall not carry on any other activities not permitted to be carried on (i) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 or (ii) by an organization, contributions to which are deductible under Section 170(c)(2) of such Code as it now exists or as it may be amended;
- k) to insure that the *Corporation* will distribute its income for each tax year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1986, or corresponding section of any other federal tax code;
- l) to insure that the *Corporation* will not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1986, or corresponding section of any future federal tax code without providing for fair, adequate, and reasonable compensation;
- m) to insure that the *Corporation* will not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1986, or corresponding section of any future federal tax code;
- n) to insure that the *Corporation* will not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1986, or corresponding section of any future federal tax code; and
- o) to insure that the *Corporation* will not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1986, or corresponding section of any future federal tax code.
- p) to have succession by its corporate name for the period set forth in its Articles of Incorporation;
- q) to have the ability to sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person;
- r) to adopt and use a common corporate seal and alter the same provided, however, that

such seal shall always contain the words "not for profit corporation,"

- s) to elect or appoint such officers and agents as its affairs shall require and allow them reasonable compensation, if so voted by a majority of the Directors of the Corporation;
- t) to adopt, change, amend and repeal bylaws, not inconsistent with law or its Articles of Incorporation, for the administration of the affairs of the Corporation and the exercise of its corporate powers;
- u) to make contracts and incur liabilities, borrow money at such rates of interest as the Corporation may determine, issue notes, bonds and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises or income;
- v) to conduct its affairs, carry on its operations, and have offices and exercise the powers granted herein in any state, territory, district or possession of the United States or any foreign country;
- w) to purchase, take, review, lease, take by gift, devise or bequest, or otherwise acquire, own, hold, improve, use or otherwise deal in and with real or personal property, or any interest therein, wherever situated;
- x) to acquire, enjoy, utilize and dispose of patents, copyrights and trademarks and any licenses and other rights' or interests thereunder or therein;
- y) to sell, convey, mortgage, pledge, lease, exchange, transfer or otherwise dispose of all or any part of its property and assets;
- z) to make loans and to purchase mortgages; notes or other interests in real estate from others to assist in the financing of the construction, development, rehabilitation or other acquisition and equipping of buildings and structures which may be utilized for low-rent housing and other civic purposes authorized by law;
- aa) to borrow funds necessary for the purposes of making loans, acquiring mortgages and financing or refinancing the cost of acquiring, rehabilitating, constructing, maintaining and operating such properties and facilities, the indebtedness for which borrowed money may be evidenced by securities of this corporation of any kind or character issued at any one or more times which may be either unsecured or secured by deed to secure debt, mortgage, trust deed, or other lien upon any part or all of the properties and assets at any time then or thereafter owned by or acquired by this corporation, provided that no obligations of this corporation shall be issued unless the Authority, not more than sixty (60) days prior to the date of issue of such obligations, shall have approved there terms and conditions of such obligations and shall have approved any substantial changes to the terms and conditions of the issuance prior to the date of issue; and
- bb) to have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Corporation is organized.

The above stated powers shall in no way be a limitation of those corporate powers set forth in Florida Statutes §617.0302 (Florida Not-For-Profit Corporation Act) which powers are included herein by reference.

ARTICLE IV - MEMBERS

The Corporation shall have no members and no stockholders.

ARTICLE V - EXISTENCE

The existence of the Corporation shall be perpetual.

ARTICLE VI - DIRECTORS

The affairs of the Corporation shall be managed by the Board of Directors, which shall consist of: at least one third (1/3) of its composition at all times being representatives of low income neighborhoods, and/or other low income community residents, and/or elected representatives of low income neighborhood organizations from the four (4) adjacent County areas as stated in Article III(a); at least one third (1/3) of the Board of Directors being representatives of the Public Sector which may include but is not limited to current Board members of the *Authority* and/or employees of the *Authority*; and the balance being unrestricted, may include representatives such as human and social service providers, leaders, individuals with access to philanthropic resources, or others willing to contribute their professional expertise. The Authority (acting in the role of local government chartering the CHDO) may not appoint more than 1/3 of the board, and the board members appointed by the state or local government may not appoint the remaining 2/3 of the board members. All Board members of the Authority that serve as Board members of the Corporation are only eligible to serve as long as they are current Board members of the Authority. All employees of the Authority that serve as Board members of the Corporation are only eligible to serve as long as they are current employees of the Authority. The Executive Director of the Corporation shall also serve as the Secretary of the Board, in a non-voting capacity.

Until the first election thereof, the Board will initially consist of the following three (3) members:

<u>NAME</u>	<u>ADDRESS</u>
XXX <i>Chairperson</i>	XX XX
XX <i>Director</i>	XX XX
XX <i>Director</i>	XX XX

The number of Directors may be raised or lowered by amendment of the bylaws, but shall in no case be less than nine (9) and no greater than twenty-one (21). The manner of election shall be as provided by the bylaws.

ARTICLE VII- BYLAWS

The bylaws of the Corporation shall be made and adopted by the Board of Directors and may be amended, altered or rescinded by a majority of the entire Board of Directors present at any regular or special meeting called for that purpose.

ARTICLE VIII- DISSOLUTION

Upon the dissolution or liquidation of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, make all remaining assets of the Corporation available to the *Authority*, its lawful successors or assigns in the State of Florida.

ARTICLE IX - INCORPORATOR(S)

The name and address of the Incorporator of these Articles of Incorporation is as follows:

<u>NAME</u>	<u>ADDRESS</u>
XXX <i>Chairperson</i>	XXX XXX

ARTICLE X - AMENDMENTS

Amendments to the Articles of Incorporation shall be adopted by a majority of the entire Board of Directors at any regular or special meeting called for that purpose.

IN WITNESS OF THE FOREGOING, I hereby set my hand and seal this _____ day of _____, 2014.

HEARTLAND COMMUNITY HOUSING ORGANIZATION

By: _____
XXX, Chairperson

**STATE OF FLORIDA
COUNTY OF HIGHLANDS**

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by XXX, and he executed the foregoing Articles of Incorporation as *Chairperson* of *HEARTLAND COMMUNITY HOUSING ORGANIZATION*

Notary Public, State of Florida

Print, Type or Stamp Name

Personally Known ____ Type of Identification Produced ____ Or Produced Identification ____

CERTIFICATE

That *HEARTLAND COMMUNITY HOUSING ORGANIZATION*, desiring to organize under the laws of the State of Florida, with its principal office at 703 NE 1st Street, Gainesville, County of Hillsborough, State of Florida 32601, has named Ricardo L. Gilmore, Esq., located at Fifth Third Plaza, 201 East Kennedy Boulevard, Suite 600, City of Tampa, County of Hillsborough, State of Florida 33602, as its registered agent to accept service of process within this State.

ACKNOWLEDGMENT

Having been named to accept service of process for the above-named Corporation, at the place designated in this Certificate the undersigned agrees to act in this capacity and agrees to comply with the provisions of Florida law relative to keeping designated office open.

RICARDO L. GILMORE, ESQ.

DRF

RIDGEDALE LLC

**Board of Directors Regular Meeting
North Central Heights Community Center
709 Juneberry St., Avon Park, Florida**

**Tuesday, June 17, 2014
Immediately Following APHA Board Meeting**

Regular Meeting Agenda

ROLL CALL

Call to Order; Ridgedale LLC Chairperson

PREVIOUS MINUTES: None

COMMUNICATIONS: None

PUBLIC PARTICIPATION: None

NEW BUSINESS;

Approval of Management Agreement Renewal #2 between Ridgedale LLC and Avon Park Housing Authority for property Management Services of Ridgedale Apartments, effective July 24, 2014; Authorize Board Chairman to execute Management Agreement

II. OLD BUSINESS: None

VI. ADJOURN

In accordance with the American Disabilities Act and Section 286.26 Florida Statutes, any person with disabilities requiring reasonable accommodations to participate in this meeting should call the Housing Authority offices five days prior to the meeting.

**MANAGEMENT AGREEMENT
BETWEEN
RIDGEDALE LLC
AND
AVON PARK HOUSING AUTHORITY**

THIS MANAGEMENT AGREEMENT (this “**Agreement**”) is made as of the 24th day of July 2014, between RIDGEDALE LLC (the “**Owner**”), and AVON PARK HOUSING AUTHORITY (the “**Agent**”).

RECITALS

A. The Owner is the owner of a 36 unit rental development located 721 Fairview Terrace, Avon Park, Florida (the “**Project**”).

B. The Owner desires to engage the Agent and the Agent desires to accept the engagement as management agent of the Project, subject to the terms and conditions contained in this Agreement.

AGREEMENT

NOW THEREFORE, intending to be legally bound, the parties hereto agree as follows:

1. Engagement and Acceptance. The Owner hereby appoints the Agent as exclusive agent for the management and leasing of the Project, and the Agent hereby accepts the engagement, all subject to the terms and conditions set forth in this Agreement.

2. Operations and Financial Management.

2.1. Marketing. The Agent will market the Project in accordance with a marketing plan approved by the Owner. All marketing expenses for the Project will be paid out of the Ridgedale Operating Account (as hereinafter defined) as expenses of the Project.

2.2. Rentals. The Agent will offer for rent and will rent the dwelling units in the Project. In connection with these duties, the Agent will carry out the following activities:

2.2.1. Show the dwelling units for rent in the Project to all prospective tenants.

2.2.2. Take and process applications for admission to units at the Project. All administrative functions in connection with the admission of applicants to occupancy of any units in the Project will be conducted by the Agent.

2.2.3. Prepare all dwelling leases and parking permits, and execute the same in its name, identified thereon as agent for the Owner.

2.2.4. The Owner shall furnish the Agent with rent schedules showing rents for all dwelling units.

2.2.5. Collect, deposit, and disburse security deposits, if required, in accordance with the terms of each tenant’s lease and the provisions of applicable law. The amount of each security deposit will be specified in the lease and will be consistent with all applicable laws. Any

security deposits collected will be deposited by the Agent in an interest-bearing account, separate from all other accounts and funds, with a bank or other financial institution whose deposits are insured by an agency of the United States government. This account will be carried in the Agent's name for the benefit of the Owner and designated of record as "Ridgedale Security Deposit Account."

2.2.6. Conduct regular inspections of each apartment unit at the Project.

2.2.7. Notify the tenant of any proposed adverse action (including, but not limited to, lease termination, transfer to another unit, imposition of maintenance or other charges, or increases in rent) and the grounds therefor. Following such notice, the Agent will afford any tenant who so requests the opportunity for an informal meeting to discuss the action.

2.3. Collection of Rents and Other Receipts. The Agent will collect when due all rents, charges, and other amounts receivable on the Owner's account in connection with the management and operation of the Project. All such receipts (except for tenants' security deposits, which will be handled as specified in Section 2.2.5, above) will be deposited in an operating account, with a bank whose deposits are insured by an agency of the United States government. This account will be carried in the Agent's name for the benefit of the Owner and designated of record as "Ridgedale Operating Account." Except for amounts due to the Agent pursuant to the provisions hereof, the Agent shall have no property interest in the Ridgedale Operating Account.

2.4. Enforcement of Leases. The Agent will secure full compliance by each tenant with the terms of the lease. Voluntary compliance will be emphasized, and the Agent will use reasonable efforts (based on available resources and under circumstances deemed appropriate by the Agent) to the end that involuntary termination of tenancies may be avoided to the maximum extent consistent with sound management of the Project. Nevertheless, the Agent may lawfully terminate any tenancy when, in the Agent's judgment, sufficient cause for such termination (including but not limited to nonpayment of rent) occurs under the terms of the tenant's lease. For purposes of carrying out its obligations under this Section, the Agent is authorized to consult with legal counsel to bring actions for eviction, and to execute notices to quit and judicial pleadings incident to such actions. Attorney fees and other necessary costs incurred in connection with such actions will be paid out of the Ridgedale Operating Account as a Project expense.

2.5. Management Office. The Agent will maintain a management office. The Agent shall also maintain a 24-hour emergency response telephone number at all times. The cost associated with maintaining and operating the management office will be treated as a Project operating expense.

2.6. Agent-Resident Relations. The Agent and all of the Agent's agents and employees shall treat residents of the Project with respect and professionalism at all times.

2.7 Maintenance and Repair. The Agent will maintain the Project in good repair in accordance with local codes. This will include, but not be limited to, cleaning, painting, decorating, plumbing, carpentry, grounds care, and such other maintenance and repair work as may be necessary. Incident thereto, the following provisions may apply:

2.7.1. Special attention will be given to preventive maintenance and, to the greatest extent feasible, the services of the Agent's regular maintenance employees will be used.

2.7.2. The Agent will contract with qualified independent contractors for the maintenance and repair of air conditioning systems, major mechanical systems, and for extraordinary repairs beyond the capability of its regular maintenance employees.

2.7.3. The Agent will receive and investigate all tenant requests for repairs or service, take such action necessary to respond to those requests, and will keep records of all service requests and the work performed. Upon receipt of any such tenant request, the Agent will inspect the tenant's unit and complete any necessary repairs promptly thereafter. Records of all requests for repairs will be kept in the applicable unit file.

2.7.4. The Agent is authorized to purchase all materials, equipment, tools, appliances, supplies, and services necessary for proper maintenance and repair of the Project.

2.8. Bids, Contracting and Purchasing. The following provisions shall apply to the Agent's procurement and bidding practices for the Project.

2.8.1. All procurement transactions shall be conducted by the Agent in a manner that provides full and open competition to the extent practical. The Agent shall be alert to noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. Awards shall be made to the bidder or offeror whose bid or offer is most advantageous to the Project, taking into consideration price, quality, and other factors. Other factors shall include, but not be limited to the bidder's or offeror's compliance with MBE and WBE contracting requirements and Section 3 of the Housing Act. Any and all bids or offers may be rejected when it is in the best interest of the Project to do so. In no event shall the Agent contract with any party which has been debarred or suspended by HUD. The Agent agrees to secure for and credit to the Project all discounts, rebates, tax relief, or commissions obtained as a result of such purchases.

2.8.2. The Agent shall solicit written cost estimates (i.e., bids) from at least three contractors or suppliers for any work, except for life-threatening emergency work, which the Agent estimates will cost \$25,000 or more and for any contract or ongoing supply or service arrangement which is estimated to exceed \$25,000 per year. For any contract or ongoing supply or service arrangement obtainable from more than one source and estimated to cost less than \$25,000, the Agent shall solicit verbal or written cost estimates, as necessary to assure that the Project is obtaining services, supplies, and purchases in accordance with Section 2.8.1. The Agent must make a written record of any verbal estimate obtained. Copies of all required bids and documentation of all other written or verbal cost comparisons made by the Agent and the reasons for accepting a bid shall be made part of the Project's records and shall be retained for at least three years from the date the work was completed. This documentation shall be subject to inspection by the Owner. The Agent will obtain the both the Owner's & HUD prior approval of the procurement and contracting procedures used for any contract in connection with maintenance and repair of the Project which is estimated to exceed \$25,000.

2.9. Utilities and Services. The Agent will make arrangements for water, electricity, gas, fuel oil, sewage and trash disposal, exterminating services, common area maintenance (including landscaping and lawn service), decorating, laundry facilities, and telephone services. The Agent will make such contracts as may be necessary to secure such utilities and services.

3. Budgets and Operating Accounts.

3.1. Budget.

3.1.1. The Agent shall prepare an operating budget for the Project. The operating budget shall include an itemized account of projected operating income and expenses, an analysis of reserve sufficiency for the period covered by the budget, and a copy of the most recent rent roll for the Project. The Agent shall submit the operating budget to the Owner for review and approval.

3.2. Disbursements from Operating Account.

3.2.1. From the funds collected and deposited by the Agent into the Ridgedale Operating Account, the Agent will make the following disbursements from the Ridgedale Operating Account promptly when payable:

a) Reimbursement to the Agent for personnel expenses in accordance with Section 6 of this Agreement;

b) The aggregate payments required to be made monthly by the Owner to any holder of a mortgage, including the amounts due for principal, amortization, interest, taxes, assessments, and insurance premiums, provided that no payments made to a holder shall be made from funds provided by the Agent;

c) The amount, if any, to be funded into reserve accounts;

d) All sums otherwise due and payable by the Owner as expenses of the Project and authorized to be incurred by the Agent under the terms of this Agreement, including, without limitation, goods and services chargeable to the Project; legal expenses and accounting and auditing expenses associated with the operation of the Project, including tax return preparation; the cost of credit checks and home visits for applicants seeking admission to the Project; the costs of all maintenance, repairs, and services, and compensation payable to the Agent. Except as otherwise provided in this Agreement, the Agent shall make no expenditures in excess of the amounts set forth in the approved operating budget without the prior approval of the Owner;

e) Rent refunds; and

f) Distributions of net cash flow to the Owner.

3.2.2. Except for the disbursements authorized in this Agreement, no funds will be disbursed or transferred from the Ridgedale Operating Account except as the Owner may from time to time direct in writing.

3.2.3. Expenses in Excess of Operating Income.

a) The Agent shall inform the Owner if, at any time during the Project fiscal year, there is a variance in expenses or projected net operating income of more or less than 5%.

b) In the event the balance in the Ridgedale Operating Account is at any time insufficient to pay disbursements authorized under this Agreement, the Agent will inform the Owner of that fact.

4.3. Signature Authority. Notwithstanding any other provision of this Agreement, the Owner, in addition to the Agent, shall have full signature authority over the Ridgedale Operating Account and the Ridgedale Security Deposit Account.

5. Record Keeping and Reporting. The Agent will have the following responsibilities with respect to records and reports:

5.1. Record Keeping.

5.1.1. The Agent will establish and maintain books, records and accounts reflecting the operation of the Project in accordance with accounting practices, consistently applied, in a manner sufficient to permit preparation of all required financial statements and reports in accordance with generally accepted accounting principles and the audit thereof in accordance with generally accepted auditing standards. Any monthly reoccurring & supporting outsourced Fee Accounting services shall be considered an expense of the Project. The Agent shall maintain the records and supporting materials necessary to complete the audit for three years after completion of the services covered by this Agreement. The cost of copying, storing, and maintaining records, files, and supporting materials will be an expense of the Project.

5.2. Monthly Reports. The Agent will prepare and submit to the Owner on a monthly basis a report of all delinquent rental accounts and a current rent roll and an itemized statement of income and expenses. The expense of preparation of such monthly report shall be an expense of the Project.

5.3. Quarterly Reports. The Agent will prepare, which preparation shall be an expense of the Project, and, within 30 days after the end of the quarter covered, deliver to the Owner a quarterly report containing the following:

5.3.1. Comparisons of actual and budgeted figures for receipts and disbursements;

5.3.2. A description of the major maintenance activities at the Project; and

5.3.3. A copy of all written complaints or commendations of individual staff or management received by the Agent with respect to its management of the Project.

5.4. Annual Reports. Not later than 90 days after the end of each fiscal year of the Project, the Agent will prepare or cause to be prepared, as an expense of the Project, and will submit to the Owner the following, each of which shall be certified by the preparer and/or the Agent:

5.4.1. An audited financial report based on an examination of the books and records of the Owner and the Agent, which report will be prepared by a Certified Public Accountant acceptable to the Owner. The expense of such Annual audit report shall be an expense of the Project; and

5.5. Miscellaneous Reports. The Agent will furnish such information (including occupancy reports) as may be requested by the Owner from time to time with respect to the financial, physical, or operational condition of the Project. The Agent shall further assist the Owner, as reasonably necessary, in providing all other information and preparing all other reports as the Owner is required to provide any lender or any governmental or regulatory agency with jurisdiction over the Project. The expense of furnishing such information and preparation of such reports shall be an expense of the Project.

6. Employees.

6.1. The Agent shall be responsible for all personnel involved in the performance of the Agent's obligations under this Agreement. All such personnel shall be considered employees or agents of the Agent and will be hired, paid, supervised, and discharged by the Agent. The Agent shall be responsible for compliance with all employment laws, including minimum wage standards, and for payment of all compensation (including fringe benefits), and all local, state, and Federal taxes and

assessments (including but not limited to Social Security taxes, unemployment insurance, and worker's compensation insurance) incident to the employment of such personnel.

6.2. The number, qualifications, and duties of the personnel to be engaged by the Agent in the management of the Project shall be consistent with this Agreement and the Operating Budget. Such personnel may include an executive director, a property manager, maintenance, purchasing, accounting, marketing services, human resources, clerical, and administrative personnel.

6.3. The compensation (including fringe benefits) of the personnel engaged in the operation of the Project will be set forth in the annual operating budget. The Owner will reimburse the Agent for compensation (including fringe benefits) payable to such personnel and for all local, state, and Federal taxes and assessments (including but not limited to Social Security taxes, unemployment insurance, and workman's compensation insurance) incident to the employment of such personnel.

7. Insurance and Bonds.

7.1. Owner's Insurance.

7.1.1. The Owner will inform the Agent of the nature and amount of all insurance to be carried with respect to the Project.

7.1.2. The Agent will pay all premiums out of the Ridgedale Operating Account, and all such premiums will be treated as Project operating expenses.

7.1.3. The Agent will investigate all accidents, claims, and potential claims for damage relating to the Project.

7.2. Liability of Agent. Except as expressly provided to the contrary herein, the obligations and duties of Agent under this Agreement shall be performed as agent of Owner, but Agent shall be liable for its breaches of this Agreement; provided that the Agent shall not be responsible for incurring any expenditures in excess of existing or reasonably projected available funds from the Project or funds supplied by the Owner. All expenses incurred by Agent in accordance with its obligations and duties under this Agreement and consistent with Owner's approved operating budget, except those due to its breaches of this Agreement and those expressly specified as Agent's expenses herein, shall be for the account of and on behalf of Owner.

7.3. Limitation of Liability. Each party agrees that it will not seek recourse against the individual partners, shareholders, directors, officers, employees or agents of the other party or any of their personal assets for satisfaction of any liability with respect to this Agreement.

8. Compensation.

8.1. The Agent shall be compensated for the administrative expense associated with the management of the units which amount shall equal 9% of the monthly gross revenues of the Project.

8.2. The Agent's compensation shall be payable on the first day of each month.

9. Termination.

9.1. This Agreement shall be terminated:

9.1.1. At any time, upon the mutual agreement of the parties; and

9.1.2. If the Agent has violated, breached, or failed to comply with any material provision of, or material obligation under this Agreement, and the same is not cured within 30 days following written notice thereof or, if such cure cannot be completed within such period, the Agent commences the cure within such 30-day period, diligently prosecutes the cure to completion, and completes the cure within such additional time as is reasonably necessary but not longer than 120 additional days.

10. Independent Contractor. The Agent is an independent contractor and it is fully understood and agreed upon by the parties to this Agreement that the Agent shall have full power and authority to select the means, method, and manner of performing the duties, obligations, and responsibilities assumed by the Agent under this Agreement, under and subject to the terms and provisions hereof.

11. Term of this Agreement. This Agreement shall continue in full force and effect until July 24, 2015, and shall be automatically renewed for subsequent three-year periods, unless earlier terminated pursuant to Section 9 hereof.

12. Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the parties. This Agreement may not be assigned.

13. Waiver. No delay or omission by either party in exercising any right or remedy available hereunder shall impair any such right or remedy or constitute a waiver thereof in the event of any subsequent occasion giving rise to such right or availability of remedy, whether of a similar or dissimilar nature.

14. Amendment. This Agreement constitutes the entire agreement between the Owner and the Agent with respect to the subject matter hereof. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

16. Counterparts. This Agreement may be executed in multiple counterparts and all such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

17. Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it has been held invalid or unenforceable shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

[Signatures appear on next page]

IN WITNESS WHEREOF, the principal parties by their duly authorized officers have executed this Agreement on the date first above written.

OWNER: RIDGEDALE LLC
By: Avon Park Housing Authority

By: _____
Name: Eric Longshore
Title: Board Chairman

AGENT: AVON PARK HOUSING AUTHORITY

By: _____
Name: Larry Shoeman
Title: Executive Director