

AVON PARK HOUSING DEVELOPMENT CORPORATION

Board of Directors Regular Meeting
North Central Heights Community Center
709 Juneberry Street, Avon Park, Florida
Tuesday, July 19th, 2016; 6:00 P.M.
Meeting Agenda

ROLL CALL;

PREVIOUS MINUTES: 2016 Executive Search Committee (Final Candidate Interviews);
June 18, 2016 and Regular Board Meeting Minutes June 21,
2016;

COMMUNICATIONS: July 1, 2016; Notice of Termination (Retirement), Larry Shoeman,
Executive Director

I. OLD BUSINESS;

- A. 695 Palmetto Ave property; Secretary will provide a briefing on the status of Site Plan by Cool & Cobb Engineering.
- B. Cornell Colony Project Status/Update; The Secretary will provide a project status report, including planned Ribbon Cutting Ceremony held June 23, 2016 and Open House, June 26, 2016; and Certificates of Occupancy.
- C. APHA- RAD Conversion: Secretary will provide the Board with an update on the APHA's progress in completing conversion process.
- D. Executive Search/Strategic Planning Committee; Secretary will report out Executive Search Committee Final Candidate Interview results from their Meeting June 18, 2016; Candidate select new CEO Employment Agreement negotiations. Secretary will also report out on planned August 6, 2016 Strategic Planning event; NCH Community Center; 9am-3pm.

II. NEW BUSINESS;

- A. Chief Executive Officer Candidate Select; Ms. Tracey Rudy; Employment Agreement; Board Endorsement/Authorization to APHA Board.
- B. 2016-18 APHA/APHDC Strategic Planning Meeting; Saturday, August 6, 2016.

Other matters to come before the Board:

Next Board Meeting(s): August 16, 2016, Regular 6:00pm Board Meeting. (Conflicts w/ FAHRO Conference).

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.

AVON PARK HOUSING DEVELOPMENT CORPORATION

Board of Directors Regular Meeting
North Central Heights Community Center
709 Juneberry Street, Avon Park, Florida
Tuesday, June 21, 2016; 6:00 P.M.

Meeting Minutes

ROLL CALL; Chairman Greg Wade requested the Secretary to call the roll, with the following results: Directors Present; Roberts, Barnard, Johnson, Windsor, Daffner, Stukes and Eldred. Director Absent; , Brojek and Harris. Secretary Shoeman declared quorum present.

PREVIOUS MINUTES: Regular Board Meeting Minutes; May 17, 2016 APHDC/APHA Budget Committee Meeting, May 14, 2016 Executive Search Committee and May 26, 2016 Executive Search Committee Meeting were circulated by the Secretary in advance of the Meeting; moved by Director Johnson, seconded by Director Eldred to approve the minutes of the collective Meetings as circulated; motion carried unanimously.

COMMUNICATIONS: Irish Interns Ashleigh Mulgrave & Tanya Graham provided a brief overview of their 6 month internship with the APHA and thanked the Board & staff for providing them with the opportunity to participate with the APHA in performing their academic internship. The Board thanked them for selecting the APHA to perform their internship & wished them well in their pursuit of their degree & career endeavors.

OLD BUSINESS;

- A. 695 Palmetto Ave. Property; The Secretary introduced Carl Cool of Cool & Cobb Engineering who provided the Board with a briefing on the two Preliminary Site Plans for Palmetto Homes. Following discussion, moved by Director Daffner, seconded by Director Barnard to accept the Site Plan containing 18 homes, cull-d-sack loop and twin exits for site; motion carried unanimously. Mr. Cool will now proceed to bring the Final Site Plan to completion so the APHDC can pursue development proposals accordingly.
- B. Cornell Colony Project Status/Update; The Secretary informed the Board that the Ribbon Cutting Ceremony is planned for Thursday, June 23, 2016; 10:00am at the Community Clubhouse and Open House event scheduled for Saturday, June 26, 2016; 10am to 2pm. Project was moving forward timely with construction according to project plans and milestones. A pictorial array was displayed to the Board providing insight of various stages of the project's development @ 99% completion, with occupancy expected to begin early July.

- C. APHA-RAD Conversion; The Secretary provided the Board with an update of the APHA's progress on their conversion process.
- D. North Central Heights II Restructure; The Secretary informed the Board that majority member partner Affordable Housing Solutions has informed APHDC that it no longer desires to withdraw from the partnership. APHDC will inform underwriting parties of their decision and transfer actions will cease immediately.
- A. Executive Search/Strategic Planning Committee; The Secretary reported the Executive Search Committee met May 26th and selected four finalists and 1 alternate to be scheduled for interviews sometime early June. Once the interviews date is selected, notice to attend, along with final candidate resumes, will be provided to all Members to review in advance of that meeting.

II. NEW BUSINESS;

2016 Budget Committee Report; The Secretary summarized the Committee Report recommending a 2016 Staff Supplemental Compensation Schedule implementation for staff based on outstanding performance on a variety of successful projects this past year. The Secretary distributed an amended schedule that reflected an increase of approximately \$5K to the original schedule and explained that the change was associated with a math error. Moved by Commissioner Murphy, seconded by Commissioner Roberts to authorize funding available to implement the amended Supplemental Compensation Schedule as circulated; motion passed unanimously. The Secretary also received a consensus from the Board to initiate the staff payout (retiring ED excepted) to coincide with Cornell Colony stabilization and Developer Fee availability to support such payments.

The next scheduled Regular APHDC Board Meeting; June 21st, 2016; 6pm

VI. ADJOURN ; Chairman Wade adjourned the meeting at 7:10pm.

ADOPTED THIS 19th DAY OF July 2016

Accepted

Attest
SEAL

Larry P. Shoeman
1556 N. Delaware Ave.
Avon Park, Florida 33825
(321) 431-5235
larryshoeman@ymail.com

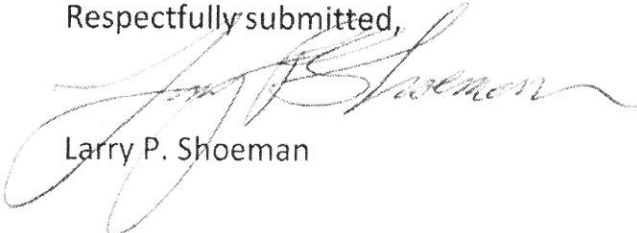
Date: July 1, 2016
To: Avon Park Housing Authority Board of Commissioners
Avon Park Housing Development Corporation
From: Larry P. Shoeman, Executive Director
Subject: Notice of Resignation

In accordance with Executive Director Employment Agreement for the Housing Authority of the City of Avon Park, dated 1st of April, 2011, Article (8) Termination, please consider this letter sixty (60) days notice of employment termination, with last day of employment ending August 31, 2016.

Please know that such resignation is based on my election to retire and is in no way any expression of dissatisfaction of my employment with the agency. On the contrary, I consider my service history with the APHA/APHDC to be an honor & privilege. To have the distinct pleasure of working with two great Boards and very qualified staff has allowed me to experience a most memorable role in my housing career while at the same time achieve great accomplishments for this community.

I conclude with congratulating the Boards in selecting a highly qualified CEO replacement and commit to you my availability for whatever remaining days of my employment period are required to insure that a smooth & seamless transition are achieved with the new CEO.

Respectfully submitted,


Larry P. Shoeman

**CHIEF EXECUTIVE OFFICER EMPLOYMENT AGREEMENT
FOR THE HOUSING AUTHORITY OF THE CITY OF AVON PARK**

DRAFT (To Be Adopted 07/19/2016)

THIS AGREEMENT, made and entered into as of the 1st day of AUGUST 1 , 2016 , by and between the **HOUSING AUTHORITY OF THE CITY OF AVON PARK, FLORIDA**, a body corporate and politic created under the laws of the State of Florida (hereinafter referred to as the "*APHA*"), and **TRACEY RUDY**.

W I T N E S S E T H

WHEREAS, the *APHA* is a Housing Authority operating pursuant to *Chapter 421, Florida Statutes*, the Annual Contributions Contract with the Department of Housing and Urban Development of the United States Government ("*HUD*"), and under the applicable laws, guidelines and/or regulations of *HUD*, as may be amended, and any future laws, guidelines and/or regulations which may hereafter be promulgated during the term of this Agreement, for the purpose of providing housing, either by way of rental or home ownership opportunities, to low and moderate income, elderly and persons with disabilities in and around the City of Avon Park, Florida; and

WHEREAS, the *APHA* desires to employ **TRACEY RUDY** as its Chief Executive Officer and **TRACEY RUDY** desires to be so employed by the *APHA*.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto hereby agree as follows:

- (1) **EMPLOYMENT:** The *APHA* hereby employs **TRACEY RUDY** (hereinafter

referred to as the “*Chief Executive Officer*”), as its Chief Executive Officer in charge of handling all of its administrative duties, together with the duties of the Secretary of the Board of Commissioners (hereinafter referred to as the “*Board*”), and those related additional activities which the *Board* may require, and the *Chief Executive Officer* hereby accepts such employment, upon the terms and conditions set forth herein.

(2) **DUTIES:** The *Chief Executive Officer* shall perform the duties as set forth in the **Job Description** attached hereto as Appendix A, and by reference incorporated herein. The *Chief Executive Officer* shall devote on a scheduled hourly basis her energies to the performance of her duties serving the APHA. The *Chief Executive Officer* shall at all times be subject to the direction and control of the *Board*. Any and all acts of the *Chief Executive Officer* in the performance of her duties as Chief Executive Officer shall conform with and be taken within the limitations, standards, policies and directions from time to time established by the *Board*.

(3) **TERM:** The initial term of this Agreement shall commence on August 1, 2016, and terminate on July 31, 2018, except as provided otherwise in this Agreement. At the sole discretion of the Board and upon the successful completion of a full year of service by the Chief Executive Officer, an additional year may be added to the remaining year of this Employment Agreement, thus creating a two (2) year Employment Agreement, except as the *Board* may make annual adjustment pursuant to Paragraph (4) herein, or unless terminated pursuant to Paragraph (8) herein.

(4) **PERFORMANCE EVALUATION:**

A. The *Board*, along with input from the contributing affiliate Not-For Profit component

Avon Park Housing Development Corporation (APHDC) shall review and evaluate the performance of the *Chief Executive Officer* on at least an annual basis in advance of the *Chief Executive Officer's* employment anniversary date or the beginning of *APHA's* fiscal year, whichever occurs first. The Board and APHDC, in their sole discretion shall make appropriate increases in such base salary based on changes in the cost of living, the *Chief Executive Officer's* performance evaluation, amount of time scheduled & performed as *Chief Executive Officer* for the APHA and APHDC, and salaries for comparable positions. Any Cost of Living Allowance (COLA) provided to all other *APHA* employees at the beginning of *APHA's* fiscal year shall also be awarded to the *Chief Executive Officer*. The *Chief Executive Officer's* performance evaluation shall also be for the purpose of determining whether or not she is entitled to a merit and/or any supplemental compensation raise. The merit and/or any supplemental compensation raise shall be given at the sole discretion of the *Board* and APHDC and shall not be unreasonably withheld. The *Chief Executive Officer* shall develop, present and/or update annually a detailed *APHA and APHDC Board* approved Strategic Plan identifying specific goals, objectives and related achievement performance benchmarks which shall serve as the primary criteria for the annual review and evaluation of the *Chief Executive Officer* by the *APHA and APHDC Boards*. Said review and evaluation shall be in accordance with the above referenced plan and other specific criteria developed jointly by the APHA & APHDC *Boards*, and the *Executive Director* which shall generally be attainable within the time limitations as specified and appropriations provided in the annual operating capital budget(s) of the APHA and APHDC. Said criteria may be added to or deleted from during the course of the year as proposed by the *Chief Executive Director*, subject to approval by the APHA and APHDC *Boards*. Further, the combined Chairperson(s) of the APHA and APHDC *Boards* shall provide the *Chief Executive*

Officer with a summary written statement of the findings of the *Boards* and provide an adequate opportunity for the *Chief Executive Officer* to discuss her evaluation with the *Boards* each year.

B. Annually, the APHA & APHDC *Boards* and the *Executive Director* shall define such goals and performance objectives which they determine necessary for the proper operation of the *Board's* policy objectives; and shall further establish a relative priority among those various goals and objectives; and said goals and objectives shall be reduced to writing. Said goals and objectives shall generally be attainable within the time limitations as specified and appropriations provided in the annual operating capital budgets.

C. In effecting the provisions of this Paragraph, the APHA and APHDC *Boards* and The *Chief Executive Officer* mutually agrees to abide by the provisions of applicable law, as may be amended.

(5) **COMPENSATION:** The base salary for all services rendered by the *Chief Executive Officer* for services rendered the APHA and APHDC under this Agreement, the APHA agrees to pay to the *Chief Executive Director* a salary at the annual rate of One Hundred Thousand Dollars (\$100,000.00) payable in the manner all the APHA employees are paid during term of this Agreement, commencing on August 1, 2016 and continuing until this Agreement is terminated, less all applicable withholdings and deductions. The Annual salary for Chief Executive Officer Services shall be reviewed and updated each year in concert with the APHA and APHDC *Annual Operating Budget(s)* and shall serve as the primary basis for establishing the *Chief Executive Officer's* Annual compensation. The APHA and APHDC Boards reserve the right, in the event of a documented financial crisis which necessitates an across the board adjustment to the salaries of all employees of the APHA by the *Boards*, to adjust the *Chief Executive Officer's* salary at the same percentage rate of

adjustment as all other employees of the *APHA* for services rendered the *APHA* in accordance to the combined funding sources available to both the *APHA* & *APHDC*.

(6) **REIMBURSEMENT OF EXPENSES:** The *Chief Executive Officer* shall be entitled to reimbursement for any out-of-pocket expenditures reasonably incurred in the performance of her duties, in accordance with the *APHA* policy on reimbursement of expenses. The *Chief Executive Director* shall provide the *APHA* with adequate documentation to support her claims for reimbursement.

(7) **CONTRACT AND BENEFIT:** The *Chief Executive Officer* is employed by the *APHA* pursuant to this Agreement. It is understood and agreed that the *APHA's* personnel and procedure policies, now in effect as may be modified or which may be promulgated during the term of this Agreement, applies to the *Chief Executive Officer*, unless modified by this Agreement. It is also understood and agreed that the *Chief Executive Officer's* position with *APHA* is unique and there will be occasional situations and circumstances to which the personnel policies and procedures shall not apply. All matters pertaining to the employment of the *Chief Executive Officer* shall be determined by reference to this Agreement only. The *Chief Executive Officer* is entitled to all of the following Fringe Benefits:

- A. Base salary;
- B. At the inception of employment two (2) weeks vacation time and two (2) weeks sick leave time, then accrual as *APHA* policy allows for other employees;
- C. Hospitalization and life insurance commensurate with that offered to all the *APHA* employees;

- D. Dues, subscription payments, and reasonable expenses associated with doing business on behalf of the *APHA*;
- E. Professional development costs and expenses;
- F. Pension plan in accordance with the terms of the plan made available to all the *APHA* employees; and
- G. A Disability Insurance Policy to be paid for by the *APHA* which will provide for a thirty (30) days disability threshold period before payments are triggered.

(8) **TERMINATION:** This Agreement is terminable by the *Chief Executive Officer* if the *Chief Executive Officer* provides at least sixty (60) days prior written notice of her desire to terminate this Agreement.

THIS AGREEMENT SHALL ALSO BE TERMINABLE:

A. At any time by either party in writing in the event of the material breach by the other of the terms hereof, subject to subparagraph (C) hereinafter; or

B. At any time by the *APHA* for just cause as defined as follows: documented substandard and/or inadequate performance, or her conviction of any illegal act involving personal gain to her to the detriment of the *APHA*, or upon conviction of any felony or misdemeanor involving moral turpitude, or other activity by her reasonably determined by the *Board* to be detrimental to the goals, objectives or reputation of the *APHA* in accordance with subparagraph (C); and

C. The *APHA* shall provide thirty (30) days written notice to the *Chief Executive Officer* of its intent to terminate the *Chief Executive Officer* for cause and prior to the end of the thirty (30)

day notice period, schedule a public hearing at a reasonable time and place in front of the *Board* to formally review any alleged charges upon which the *APHA* is seeking to discharge the *Chief Executive Officer*. During said hearing, the *Chief Executive Officer* shall be afforded all rights of due process, according to applicable laws at that time.

D. Alternatively, if at any time the *APHA* seeks to terminate the *Chief Executive Officer* for a lawful purpose without stated just cause, the parties hereto agree that the *Chief Executive Officer* shall be entitled to a separation adjustment of the equivalent of six (6) months salary minus any applicable taxes and/or other amounts legitimately owed or due the *APHA*, and one additional month of pay for each year completed, with maximum severance payment not to exceed a combined cap of twelve (12) months total, representing an aggregate severance payment, in lieu of and in consideration for no due process hearing and/or rights being afforded to the *Chief Executive Officer*, and a complete and irrevocable bar to any litigation or potential litigation brought or threatened by the *Chief Executive Officer* relative to said termination. This aggregate severance payment shall only apply to this subparagraph and Paragraph (9).

(9) **DISABILITY:**

If the *Chief Executive Officer* is disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health, which disability if health related has been confirmed in writing by a duly licensed physician in the State of Florida, mutually agreeable to the parties hereto, or which disability if due to mental incapacity has been established by final judgment of a Court of competent jurisdiction, for a period of twelve (12) successive weeks beyond any accrued sick leave, the *APHA* shall have the option to terminate this Agreement, subject to the aggregate severance payment requirements of Subparagraph 8 (D). However, the *Chief Executive*

Officer shall be compensated for any and all accrued sick leave, vacation, holidays and other accrued benefits.

(10) **WAIVER OF BREACH:** Waiver by either party hereto of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of such waiving party.

(11) **LIABILITY INSURANCE.** The *APHA* shall provide to the *Chief Executive Officer* such indemnification as may be provided by statute or may be provided by *APHA*, in its sole discretion, by Resolution, or as outlined by the Personnel Manual of the *APHA*, or consistent with the terms outlined in Paragraph (1) entitled Employment and Paragraph (2) entitled Duties of this Agreement, or through the maintenance of an Errors and Omissions Policy which shall cover the *Chief Executive Officer* in the same manner and amounts as the *Board*, including reasonable “tail” coverage. It is understood by the parties hereto that any errors and omissions policy shall remain in effect during the term of this Agreement.

(12) **CONFLICTS OF INTEREST:** In addition to complying with any and all applicable federal, state and local laws and requirements governing conflicts of interest, the *Chief Executive Officer* shall not engage in any business or transaction or have financial interest or other personal interest, direct or indirect, which is incompatible with the proper discharge of her official duties or which would tend to impair independence of judgment or action in the performance of official duties, nor participate in the negotiation or the making of any contract with any business or entity in which she would have a financial interest. Notwithstanding anything herein that may be interpreted to the contrary, during the term of this Agreement or any

extension thereof, the *Chief Executive Officer* shall devote her best interests and schedule working hours to advance the best interests of *APHA* & *APHDC* unless otherwise approved by the *APHA* and *APHDC Boards* as outlined herein. The *Chief Executive Officer* shall not directly or indirectly, alone or as a member of a partnership or as an officer, director, or shareholder of another corporation or business entity, be engaged in any commercial duties or pursuits during the normal working hours of *APHA* unless otherwise approved by the *APHA & APHDC Boards*. In addition, in view of the fact that the *Chief Executive Officer* must also regularly represent *APHA* and *APHDC Boards* at scheduled times which exceed normal "working hours," it is understood and agreed that even during non-business hours, the *Chief Executive Officer* shall not engage in any regularly conducted business activity for profit without first obtaining written approval of the *Boards*; provided, however, that this clause shall not restrict the *Chief Executive Officer* from being involved in other activities or ventures (either during business or non-business hours) which pay any salary, profit or other monetary payment to or on behalf of the *Chief Executive Officer*, nor shall it prohibit the *Chief Executive Officer* from engaging in any such activities even if for a fee, honorarium, or other remuneration provided said monies are paid first to *APHA* then passed through to the *Chief Executive Officer* and further provided said monies shall not interfere with the *Chief Executive Director's* job duties. Under no circumstances shall this paragraph be interpreted to restrict the *Chief Executive Officer's* ability to make passive investments or to otherwise earn or receive fees which do not require active participation by the *Chief Executive Officer*. The *Chief Executive Officer* shall make full and detailed disclosure, as reasonably determined by the *Board*, of any and all additional business interests as expressed in this Paragraph that the *Chief Executive Officer* is involved in at the time of initial employment in

writing. Any necessary approvals in this regard at the inception of the *Chief Executive Officer's* employment as a result of any such disclosure shall be in made in writing by the *Board*.

(13) **EMERGENCIES:** Any time there is an emergency situation, the *Chief Executive Officer*, or staff as designated by her will respond at the site(s) to faithfully, professionally and expeditiously discharge her duties as *Chief Executive Officer*, to assess any needs, damages to persons and/or property and report same to the *Boards*. For the purposes of this Agreement, "emergencies" shall mean any exigent circumstances, regardless of whether natural or manmade, which has a negative, dangerous, disastrous or undesirable impact upon *APHA* and *APHDC*, any of the clients they serves and/or the general public (if such exigent circumstances occur at or emanate from *APHA's* and *APHDC* properties and/or clients), as may be determined reasonably by the *Boards*.

(14) **NOTICES:** Any notice which either party may be required or may desire to give hereunder shall be deemed to be duly given when mailed by certified or registered mail, postage prepaid, to the party to whom notice is being given at the address indicated below:

CHIEF EXECUTIVE OFFICER: TRACEY RUDY
c/o The Housing Authority of the City of Avon Park
21 Tulane Drive
Avon Park, FL 33825;
and the *Chief Executive Officer's* home address as
provided to the *APHA* by the *Chief Executive
Officer*

APHA: The Housing Authority of the City of Avon Park
21 Tulane Drive
Avon Park, FL 33825.

(15) **CONFIDENTIAL INFORMATION AND CREATIVE WORK:** *The Chief*

Executive Officer shall disclose to *APHA* all creative work of any kind, as described herein, during the term of this Agreement and/or any extensions thereof. For purposes of this Agreement, "creative work" means ideas, inventions, discoveries, designs, drawings, specifications, improvements, trade secrets, techniques, models, data, programs, documentation, computer programs, computer software, processes, know-how and any other type of work conceived, prepared, originated, developed or created by the *Chief Executive Officer*, either alone or jointly with others, whether or not patentable or copyrightable and whether or not reduced to practice, which relate to or result from the actual or anticipated business and work of *APHA*. The *Chief Executive Officer* acknowledges that all creative work shall be the exclusive property of *APHA* and hereby irrevocably assigns to *APHA* all, rights, title and interest of the *Chief Executive Officer* to such work. The *Chief Executive Officer* shall, at *APHA*'s cost and request, execute all documents which *APHA* reasonably determines to be necessary or convenient for use in applying for, perfecting or enforcing patent, copyright or other intellectual property rights to such creative work

(16) **INTERPRETATION OF AGREEMENT:**

A. **LAW GOVERNING.** This Agreement is entered into under the laws of Florida and shall be governed, construed and interpreted in Accordance with the laws of this State.

B. **DISPUTES RESOLUTION:** This parties to this Agreement agree to submit to binding arbitration, pursuant to the procedures and rules of the American Arbitration

Association (“AAA”), or similar organization if for some reason the AAA is unavailable, prior to instituting any litigation concerning any terms, provisions and/or conditions of this Agreement.

C. **LITIGATION.** If litigation is commenced in any court of competent jurisdiction to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to reasonable costs, including attorney's fees, incurred in connection with the litigation.

(17) **BINDING OBLIGATION:** This Agreement is personal to *Chief Executive Officer* and its performance may not be assigned by her. Subject thereto and unless otherwise provided, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective estates, heirs, administrators, legal representatives, successors and assigns. However notwithstanding anything herein to the contrary, neither this Agreement nor any provision(s) contained herein shall be interpreted or construed to create any rights, obligations or duties to a successor Chief Executive Officer of APHA.

(18) **CONFLICTS OF AUTHORITY:** In the event of a conflict between this Agreement and any applicable federal, state or local law or requirement, such federal, state, or local law or requirement shall control.

(19) **SEVERABILITY:** In the event that any provision(s) hereof shall be held to be invalid and/or contrary to applicable law by any court of competent jurisdiction, the remainder of her Agreement shall remain in full effect and as if such invalid provision was not contained herein.

(20) **AUTOMOBILE AVAILABILITY:** The *APHA* shall make an automobile available for the non-exclusive use of the *Chief Executive Officer* for all *APHA*-related business. It is understood by all parties that the automobile shall not be used for the personal business of the *Chief Executive Director*, and shall remain at the *APHA* at all times that it is not in use for *APHA*-related business. It is further understood by the parties hereto that the *APHA* shall be responsible for all gas, oil, operating, repairs, maintenance and insurance expenses and costs.

(21) **ENTIRE AGREEMENT:** This Agreement cancels and supersedes all previous agreements relating to the subject matter of this Agreement, whether written or oral, between the parties hereto and contains the entire understanding of the parties hereto. It shall not be amended or modified except in writing and signed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement pursuant to the Meeting of the Board of Commissioners by **THE HOUSING AUTHORITY OF THE CITY OF AVON PARK, FLORIDA**, this 19th day of July, 2016.

Signed sealed and delivered
in the presence of:

Signed sealed and delivered
in the presence of:

**THE HOUSING AUTHORITY
OF THE CITY OF AVON PARK, FLORIDA**

Chairperson



TRACEY RUDY

APPENDIX A
CHIEF EXECUTIVE OFFICER - JOB DESCRIPTION

Generally, this position involves responsible administrative work involving the overall professional and administrative direction, planning, and management of a medium-sized housing authority with non-profit Affiliate owned affordable rental properties. This employee is the primary employee of the APHA Board of Commissioners and responsible to the APHA Board of Commissioners and non-profit affiliate (APHDC) Board of Directors for the performance of subordinate staff. This employee is responsible for planning, organizing, directing, and coordinating all phases of the housing authority's and affiliate corporation's programs including, but not necessarily limited to Maintenance, Resident Selection, Occupancy, Management, Development and Resident Relations & Services, and Administrative Services.

This employee is charged with carrying out and administering policy set by the APHA & APHDC Boards of Commissioners & Directors relative to administrative matters. This employee serves as the principal advisor to the APHA & APHDC Boards of Commissioners and Directors on all matters of management, making recommendations on improving methods and procedures and analyzing records and reports by staff to determine the effectiveness of the overall operations. This employee frequently makes decisions involving policy interpretation and exercises independent judgment within the framework of established policy and existing laws & project compliance commitments governing housing authority & affordable housing operations.

This employee is responsible for all employment decisions, i.e. hiring, terminations, discipline, compensation, etc., and overall supervision exercised over all subordinate professional, administrative, and technical staff. This employee shall be reviewed by both the APHA & APHDC Boards of Commissioners and Directors for program effectiveness and attainment of goals through conferences, reports, and recommendations. This employee shall serve as the primary interface with the all primary underwriting entities, including but now limited to the U.S. Department of Housing and Urban Development, Florida Housing Finance Corporation, Federal Home Loan Bank, other program funding entities, with appropriate reporting to the APHA & APHDC Board of Commissioners and Directors.

AFFIDAVIT OF TRACEY RUDY

STATE OF FLORIDA
COUNTY OF HIGHLANDS

I, Tracey Rudy, being duly sworn, depose and say:

That this Affidavit is made in connection with my appointment to the position of the *Chief Executive Officer* of the Housing Authority of the City of Avon Park, Florida;

That I recognize that the position of *Chief Executive Officer* is a position of public trust, service and obligation and as such, the Chief Executive Officer serves in a fiduciary capacity with respect to *APHA*, the U.S. Department of Housing and Urban Development, the State of Florida, the City of Avon Park and the residents and communities served by *APHA*;

That I recognize that any aspersion to my professional credentials and integrity or moral turpitude will negatively impact on the position of the *Chief Executive Officer* and the Authority as a whole and I therefore attest that there are no such instances in my background that negatively impact on my professional or personal integrity;

That I further attest that there are no judgments, federal or state income tax liens, bankruptcy proceedings or other outstanding obligations of similar nature against me to my knowledge or belief;

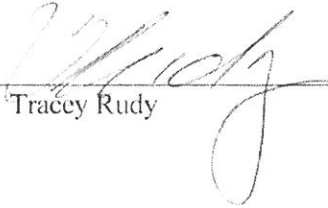
That I affirmatively avow to take any and all such steps necessary and appropriate to avoid any such judgments, federal or state income tax liens, bankruptcy proceedings or other outstanding obligations of similar nature from occurring during the term of this Agreement and any extensions thereof;

That I further agree to immediately notify *APHA*, if at any time during my engagement, any such condition, situation, judgments, federal or state income tax liens, bankruptcy proceedings or other outstanding obligations of similar nature occur and any plan to extinguish any such matter; and

That I agree and acknowledge that if any of the statements made by me in this Affidavit are untrue, that such misrepresentation shall be immediate grounds for termination of any engagement as *Chief Executive Officer*.

In Witness Whereof, I hereby swear under the penalties of perjury to the truth of the foregoing statements.

Duly sworn this 29 day of June, 2016.



Tracy Rudy

Sworn to and
subscribed before me
this _____ day of _____, 2016.

Notary Public

**AVON PARK HOUSING AUTHORITY - STRATEGIC PLAN
GOALS MONITORING SYSTEM 2016 - 2018**

GOAL/TASK	RESPONSIBLE PARTIES	PROJECTED STARTING DATE	PROJECTED ENDING DATE	CURRENT STATUS
<i>AVON PARK HOUSING AUTHORITY / APHDC Corp.</i>				
Secure financing & develop Palmeto Site; 18 Single Family Homes	CEU, Staff & Boards	1-Jan-14	31-Dec-17	Site Plan
PH Housing RAD Conversion : Lakeside Park & Delaney Heights	CEU, Staff & Consultant	15-Dec-14	31-Dec-16	Underwriting
Occupy/Stabilize Cornell Colony to full lease-up	CEO & Staff	1-Jul-16	31-Aug-16	C.O.
Rehab & Re-Occupy Lakeside Park II to full lease-up	CEO & Staff	1-Sep-16	1-Jan-17	Underwriting
Operational & Policy Restucture Analysis	CEU, Staff & Boards	1-Apr-17	1-Jun-17	Planning
Community Resource Partners Summit	CEU, Staff & Boards	1-Jun-17	7/1/18	Planning
Pursue Administrative Office Alternatives; Expansion/New	CEU, Staff & Boards	1-Jan-17	1-Jan-18	Planning