

REVISED EXTENDED CONTRACT
JAMES WILSON, EXECUTIVE DIRECTOR

This Agreement, made and executed this 26th day of August, 2011, by and between the Alexander County Housing Authority, a body corporate and politic, organized and existing pursuant to the provisions of the Housing Act of the State of Illinois, (hereinafter called the "Authority", and James Wilson, an individual and employee of the Alexander County Housing Authority.

WITNESSETH THAT:

WHEREAS, the Authority in a meeting on the 26th day of August, 2011, did re-appoint James Wilson as Executive Director and Ex-Officio Secretary-Treasurer of the Authority for a term of Sixty (60) Months, starting August 26, 2011 and ending August 25, 2016, and

WHEREAS, the Authority may enter into and execute a Contract with the said James Wilson on terms and conditions to be approved by the Authority, and

WHEREAS, it is also the desire and intent of the parties hereto incorporate in this Contract certain conditions and understandings heretofore reached as to the fulfillment by James Wilson of those powers and duties enjoined upon the Office of the Authority for purposes of achieving harmony, efficiency, continuity and smoothness of administrative operation.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. That in consideration of the promises and the mutual promises of the Authority and the said James Wilson, the Authority does hereby employ the said James Wilson as its Executive Director and Ex-Officio Secretary-Treasurer for the term of Sixty (60) Months beginning August 26, 2011 and ending August 25, 2016.
2. That the Authority agrees to pay and the said James Wilson agrees to accept, for his services, herein provided, an annual salary of \$74,000.00 effective August 26, 2011 until August 25, 2016, which salary thereafter may be increased annually during the term or terms of this Contract according to the percentage of increase allowed by the Authority and HUD, plus necessary travel expenses as authorized by the Authority. It is agreed that James Wilson shall be eligible for and recipient of any retirement plan, annual or sick leave benefits and health insurance or bonus adopted or hereafter to be adopted during the term or terms of this Contract by the Authority, in addition to his salary, as are listed below:

SUMMARY OF BENEFITS

Base Salary Schedule -	August 26, 2011 – August 25, 2012 \$74,000.00 August 26, 2012 – August 25, 2013 \$75,000.00 August 26, 2013 – August 25, 2014 \$76,000.00 August 26, 2014 – August 25, 2015 \$77,000.00 August 26, 2015 – August 25, 2016 \$78,000.00
Health Insurance -	Will be provided at the same benefit level as Provided under the union contract of the ACHA Employees and Laborers' Local Union 773
Bonus -	Will be the same as bargaining unit employee's - \$1,500 a Year after taxes given December 15 each year
Retirement -	A minimum of \$2.50 an hour or the current rate if Higher than \$2.50 an hour will be paid into the Laborers' Industrial Pension Plan as noted in the Contract with Laborers' Local Union 773 The ACHA will pay into the Authority's Retirement Plan Life Associates the rate of 25% on all wages
Vacation -	Thirty (30) days a year will be given
Sick Time -	Twenty-one (21) days a year sick time or what is listed The union contract for employees whichever is greater
Personal Day -	Four (4) days a year will be awarded personal days
Funeral Leave -	Same as listed in Employees Bargaining Agreement

*Upon termination of this contract and if Executive Director James Wilson no longer is in the employ of the ACHA

*All vacation time will be paid at full rate to James Wilson within seventy-two (72) hours of leaving employment (according to records of the ACHA)

*All sick-time will be paid at one-half (1/2) rate to James Wilson within seventy-two (72) hours of leaving employment (according to records of the ACHA)

**Upon a termination of this contract or the event James Wilson no longer works for the ACHA - James Wilson if he has obtained twenty (20) years of service with the ACHA will be eligible for five (5) years of health insurance if the ACHA can provide it - IF NOT a payment monthly of the equivalent premium the ACHA pays for a single employee will be paid to James Wilson each month for up to sixty (60) months or until James Wilson reaches age 65 on March 5, 2016.

**In the event that James Wilson upon his sole decision should determine to terminate this contract prior to the conclusion of this five (5) year contract, James Wilson shall receive a severance package of a \$25,000.00 lump sum payment for each year left on his contract not to exceed two (2) years - Lump sum payment shall be pro-rated by month if necessary. Severance package shall be paid within thirty (30) days of termination of employment.

3. In lieu of the ACHA furnishing the Executive Director a vehicle to be used twenty-four (24) hours a day, the ACHA agrees to provide the Executive Director \$500.00 per month compensation.
4. It is covenanted and agreed by the said James Wilson that he will devote his time to the performance and fulfillment of those powers and duties of the Executive Director and Ex-Officio Secretary-Treasurer as prescribed by statutes and the By-Laws of the Authority. He shall perform such other proper duties as may from time to time be designated by the Authority, all to the best of his ability and skill.

Provided, however, that during the term of this Contract should additional housing be developed or additional grants be obtained and administered under the jurisdiction of the Authority, then and in such event of aforementioned salary will be revise upward in an amount as agreed to between the Authority and James Wilson. *Currently a sum of \$8,000.00 a year shall be paid in addition for AMP Manager duties.

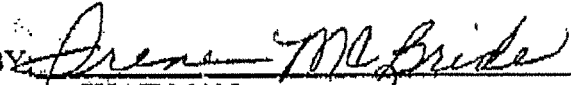
5. In the performance and fulfillment by the said James Wilson of the powers and duties of said Executive Director of said Authority, it is mutually agreed that for purposes of achieving harmony, efficiency and smoothness of administrative operation, the said James Wilson shall:
 - a. Carry out all policies of the Authority and its commitment with the Department of Housing and Urban Development impartially and objectively, without reference to individual demands of the Authority members, public officials, private citizens or organized groups; and
 - b. Administer the written policies enacted by the Authority as set forth in its By-Laws; and

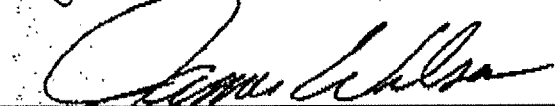
- c. Execute without deviation the Authority's Adopted personnel policy, including responsibility for hiring and maintaining a adequate staff, with the consent of the Authority; and
 - d. Make final determinations regarding individual or organized tenant Problems; and
 - e. Be the only employee of the Authority (unless otherwise re-delegated in writing), who shall make statements to the press and at public meetings regarding policies formulated by the Authority.
6. This contract may be terminated by the Authority in the event that the Department of Housing and Urban Development or any successor agency or instrumentality cancels during the term hereof its contracts with the Authority under which it (The Authority) is now operating and managing the existing locally owned low-rent projects located in its jurisdiction. The Authority, in the exercise of its rights under this section, shall give sixty (60) days prior written notice to the said James Wilson.
7. The period of employment under this Contract shall begin on August 26, 2011 and shall end on August 25, 2016, provided however, that unless the Authority gives notice to James Wilson by Certified Letter on or before August 25, 2015 of its intention to terminate this Contract on August 26, 2016, then and in such event the period of employment shall continue for a successive five (5) year period beginning on August 26, 2016, and ending on August 25, 2021, and also provided that this Contract shall likewise continue for successive five (5) year periods of employment unless the Authority gives notice to James Wilson by Certified Letter of its intention to terminate the Contract on or before August 25 of the year preceeding the ending Contract date of the five (5) year period.
8. This Contract may be terminated by James Wilson by giving thirty (30) days notice in writing to the Authority of his intention to terminate this Contract.
9. This Contract with James Wilson may not be terminated by said Authority during A five (5) year period of employment, except for just cause.

NOTWITHSTANDING THE FOREGOING PARAGRAPHS, IT IS THE INTENT OF THE parties hereto that the Authority shall never be precluded from the exercise of any and all of its legal rights and remedies in the event of a breach of this Contract by the said James Wilson. Any provable overt act constituting malfeasance, misfeasance and/or nonfeasance in office shall be considered as a breach of the terms, conditions and covenants contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed at Cairo, Illinois as of the day and year first above written.

ALEXANDER COUNTY HOUSING AUTHORITY

BY 
CHAIRMAN


JAMES WILSON

AUGUST 26, 2011

RELEASE

This Release is made and executed by James Wilson.

WITNESSETH:

WHEREAS, the Alexander County Housing Authority entered into a consulting contract with James Wilson dated March 23, 2012, for a term of eighteen (18) months beginning April 1, 2013, and ending September 30, 2014, and providing for a salary of \$2,500.00 per month and that James Wilson has served seven (7) months of his eighteen (18) month consulting contract, and

WHEREAS, the Alexander County Housing Authority has received a letter dated October 22, 2013, from the Director of the Illinois State Office of Public Housing Region V, U.S. Department of Housing and Urban Development declaring the consulting contract null and void.

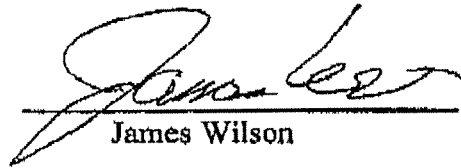
WHEREAS, on October 25, 2013, the Alexander County Housing Authority Board duly adopted Resolution No. 3349 voiding the consulting contract, and

WHEREAS, on October 25, 2013, the Alexander County Housing Authority Board duly adopted Resolution No. 3350 providing that the amount equivalent to the remaining payments under the consulting contract will be paid to James Wilson in exchange for an agreement by James Wilson not to bring any legal challenges over this issue in the future.

NOW THEREFORE KINOW ALL MEN BY THESE PRESENTS, that James Wilson in consideration of the sum in the amount equivalent to the remaining payments

under the consulting contract to him paid pursuant to Resolution No. 3350, does hereby for himself and his heirs, executors and administrators, release and forever discharge the Alexander County Housing Authority and its agents, officers and employees and its and their successors and assigns from any and all manner of claims, demands, damages, causes of actions or suits that he might now have or that might subsequently accrue to him by reason of growing out of or in anywise connected with, directly or indirectly, that certain consulting contract entered into on March 23, 2012.

Dated 10/28, 2013.


James Wilson

RESOLUTION #3376**Hiring of Executive Director**

WHEREAS; there is an immediate vacancy in the position of Executive Director and Whereas; the Alexander County Housing Authority has advertised the vacancy and Whereas; James Wilson possesses all the requirements to fulfill said position,

THEREFORE BE IT RESOLVED; James Wilson is hired immediately for a period of 90 days as interim Executive Director in compliance with the attached agreement.

MOTION by: John Price

SECOND by: Mike Bray

AYES: John Price, Mike Bray, Jimmy Huffman, Judson Childs, Irene McBride

NAYES: None

Irene McBride
Irene McBride, Chairperson

Martha Franklin
Martha Franklin, Secretary/Treasurer

December 29, 2014

The meeting of the Alexander County Housing Authority Board of Commissioners was held on Monday, December 29th, 2014 at 9 a.m.

Interim Executive Director Agreement
Between the Alexander County Housing Authority
and James Wilson

It is agreed that James Wilson will assume the position of interim Executive Director with the Alexander County Housing Authority beginning December 29th, 2014 and ending March 31st, 2015.

James Wilson will be paid \$15,000.00 in advance for the 3 month period – No retirement benefits will be paid other than social security – No additional payments for insurance above what is currently being paid will be added.

It is agreed that the Alexander County Housing Authority, its agents (HUD) or James Wilson can at any time terminate the employment agreement as Executive Director without penalty.

It is agreed that James Wilson will be considered paid in full and no effort shall be made to collect any monies paid him and it is agreed that he has earned said compensation.

It is also agreed the Alexander County Housing Authority will continue to seek a permanent Executive Director, However that will not preclude James Wilson from being considered on a permanent basis.