1-14-25 JHA BOC Special Meeting

JACKSONVILLE HOUSING AUTHORITY
BOARD OF COMMISSIONERS SPECIAL MEETING

TAKEN: Tuesday, January 14, 2025
TIME: 9:07 a.m. to 11:10 a.m.
PLACE: Jacksonville Housing Authority
1300 North Broad Street
Jacksonville, Florida 32202
and via videoconference

Taken by Carol DeBee Martin, court reporter.

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APPEARANCES:
CHAIRWOMAN HEATHER HOROVITZ
COMMISSIONER HARRIET BROCK
COMMISSIONER LISA STRANGE WEATHERBY
COMMISSIONER ANDREA REYES
COMMISSIONER HANK ROGERS
EVANN MORRIS
HARRY M. "Reece" WILSON, IV, ESQUIRE (OGC)
ADINA TEODORESCU, ESQUIRE, (OGC)
ROSLYN MIXON-PHILLIPS, Interim President/CEO
JULIE ST. CLAIR
JOHN FINOTTI
DAVID BAUERLEIN (Florida Times Union)
ASHLEY HARDING (WJXT)
BEN SCHUBERT (WJXT)
FINN CARLIN (Action News Jax)
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VIA VIDEOCONFERENCE
COMMISIONER CALEENA SHIRLEY
CHERON CORBETT WALLER
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JOHN
COURTNEY
SANDRA
KIM GREENE
MAYBELLE SIMMONS

P R O C E E D I N G S

January 14, 2025 9:07 a.m.

CHAIRWOMAN HOROVITZ: Good morning. We'll get started in a few minutes.

Good morning, everyone online. We're going to start in a few minutes. We're just waiting for a few more people to arrive.

(discussion off record)

CHAIRWOMAN HOROVITZ: We have a quorum now. Yes.

All right. Good morning, everyone. It's 9:07, January 14th. This is a Special Board Meeting at JHA to discuss CEO matters.

I'm not going to do public comments right now, because we have some, not cleanup, but we have to actually start with -- because the last time we were here, we did not have a physical quorum.

We know we had discussion and reached a consensus on our next action. We do need to have a motion to -- and I'm looking to our lawyers -- authorize the Chair to offer employment to Cheron Corbett.

Is that right?

MR. WILSON: Correct. I think we're looking for a motion for the Board Chair to offer the CEO position to Mrs. Corbett and conduct contract negotiations with the board participation at this meeting.

CHAIRWOMAN HOROVITZ: Excellent.

Can I get a motion?

COMMISSIONER WEATHERBY: So moved.

COMMISSIONER REYES: I second.

CHAIRWOMAN HOROVITZ: Excellent.

And I'm sorry.

Before that, can we please have a motion to allow participation for the board members online?

MR. WILSON: Oh, yes.

COMMISSIONER REYES: I make a motion.

COMMISSIONER BROCK: Second.

CHAIRWOMAN HOROVITZ: Okay. All in favor?

COMMISSIONER BROCK: Aye.

COMMISSIONER WEATHERBY: Aye.

COMMISSIONER REYES: Aye.

CHAIRWOMAN HOROVITZ: Aye.

All right. And we have another motion on the table to authorize the Board Chair to offer employment to Mrs. Corbett and enter into negotiations with the board participation.

Page 5

All in favor?
COMMISSIONER BROCK: Aye.
COMMISSIONER WEATHERBY: Aye.
COMMISSIONER REYES: Aye.
CHAIRWOMAN HOROVITZ: Aye.
And online?
MR. WILSON: They can vote now that they've been brought in for a physical quorom.
CHAIRWOMAN HOROVITZ: Commissioner Shirley, can you hear us?
COMMISSIONER SHIRLEY: I can.
(Commissioner Rogers entered the room.)
CHAIRWOMAN HOROVITZ: Okay. I just want to make sure that you can hear. We just took a vote to authorize the Chair to offer employment to Mrs. Corbett and enter into negotiations.
And then, all in favor?
COMMISSIONER BROCK: Aye.
COMMISSIONER WEATHERBY: Aye.
COMMISSIONER REYES: Aye.
COMMISSIONER SHIRLEY: Aye.
CHAIRWOMAN HOROVITZ: Okay. I know that Mrs. Corbett was delayed by a snowstorm, and we're waiting for her to join. Stan is online with us.

Page 6

Stan, do you have an update on her timing?
MR. QUY: (no response)
CHAIRWOMAN HOROVITZ: We can't hear you.
MR. QUY: Good morning, Commissioners. Can you hear me okay?
CHAIRWOMAN HOROVITZ: Yes. Good morning.
MR. QUY: All right. Great. I have not heard anything else. So I anticipate she'll be on just within a couple of minutes there.
CHAIRWOMAN HOROVITZ: Okay.
MR. QUY: They had the major snowstorm in Chicago, traffic delays, and she -- the estimate on her computer was she would be in the office at 8:06. So we should see her shortly.
CHAIRWOMAN HOROVITZ: Excellent. Okay.
Reece, Adina, can you give us guidance on how this might go?
Because I wasn't authorized to offer employment, we haven't been able to have any conversation, and so all of that conversation will happen in this meeting today.
Has she seen any framework of a contract which would have been public record?
MS. TEODORESCU: I believe there was a Public Records Request Friday afternoon,

Page 7

and she may have seen the initial draft that was sent to the previous candidate.
Since then, there have been some changes to that document.
CHAIRWOMAN HOROVITZ: Okay.
MS. MORRIS: She just joined.
CHAIRWOMAN HOROVITZ: Excellent.
Sorry, sir. She's right behind your head, if you don't mind (referred to cameraman) ... sorry. Thank you so much.
Good morning, Cheron.
How are you?
MRS. CORBETT: Hi. Good morning.
CHAIRWOMAN HOROVITZ: Well, thank you so much for joining us. We have the entire board either in the room or online.
Good morning.
COMMISSIONER REYES: Good morning.
COMMISSIONER BROCK: Good morning.
MRS. CORBETT: Good morning. Good morning, everyone.
COMMISSIONER BROCK: Good morning.
COMMISSIONER WEATHERBY: Good morning.
CHAIRWOMAN HOROVITZ: Well, we've just taken a vote to authorize my offering you the role of

Page 8

our next president and CEO.
So I would like to formally offer you the role and ask if you would be willing to serve us in that capacity.
MRS. CORBETT: Absolutely. Yes, yes. Thank you, thank you.
CHAIRWOMAN HOROVITZ: Thank you so much. We are just so excited about this.
Okay. So we are going to have open negotiations.
Have you had a chance to look at any part of the contract?
Maybe we could send a copy now, if you haven't.
MRS. CORBETT: Oh, perfect. So I do want to start off -- yes. I have had an opportunity, and then, two, I have retained legal counsel. Unfortunately, they do have a scheduling conflict on this morning, right, but there are some terms that I can most definitely go through that are identified as acceptable for now. And then they're going to take time to kind of review some of the details of the contract.
CHAIRWOMAN HOROVITZ: Absolutely.
Okay. We have our lawyers in the room,

Page 9

as well.
MRS. CORBETT: Oh, perfect. Okay.
CHAIRWOMAN HOROVITZ: Are you ready to start highlighting some items?
MRS. CORBETT: Absolutely. Sure, sure.
CHAIRWOMAN HOROVITZ: Just for 1 second.
Does anyone in the room need anything that they don't have?
Would you like to see the contract that we're talking about?
COMMISSIONER ROGERS: Correct. I don't have that.
CHAIRWOMAN HOROVITZ: Okay. So it would have been the last -- I think it was attached to this meeting.
Adina, is that right?
MS. TEODORESCU: I did not see an updated invite with this particular draft sample contract attached.
CHAIRWOMAN HOROVITZ: Okay. Yes. If you send it, Roslyn will print it off for everyone.
COMMISSIONER BROCK: Thank you.
COMMISSIONER REYES: Is this the one from the last meeting?

Page 10

I know there were edits.
CHAIRWOMAN HOROVITZ: Right. So we had one version of the contract that was modified and then redlined, and then I worked with OGC late last week on some minor changes. And that was the starting point that we would be looking to just work with.
MS. TEODORESCU: Yes. Just to make it clear, Mrs. Corbett does not have this version that we're going to look at.
CHAIRWOMAN HOROVITZ: Right, right. Okay. That's a good point.
Adina, will you send it to me, and, Cheron, I'll go ahead and send it to you.
MRS. CORBETT: Okay.
CHAIRWOMAN HOROVITZ: The general framework would not have changed. Obviously, it wouldn't have had your name in it, because I wasn't authorized to offer you the role.
So, Adina, if you'll send it to me, I'll make that change really quickly and send it over to her.
MRS. CORBETT: Okay.
CHAIRWOMAN HOROVITZ: Thank you.
Adina, the date should stay empty, right?

Page 11

MS. TEODORESCU: For now, yes. We don't know when the candidate would be available.
CHAIRWOMAN HOROVITZ: Uh-huh.
(Ms. Mixon-Phillips left the room.)
(Ms. Mixon-Phillips reentered the room.)
MS. MIXON-PHILLIPS: Madam Chair, I was going to send a copy to Evann. So, if you want to put it on the screen, she can.
CHAIRWOMAN HOROVITZ: That's a great idea. Thank you.
CHAIRWOMAN HOROVITZ: And I am just adding her name.
MS. MIXON-PHILLIPS: I sent it to Mrs. Corbett, as well.
CHAIRWOMAN HOROVITZ: Oh, excellent. Thank you, thank you.
Okay. Everyone has a copy of the contract. Cheron has a copy, and we are ready to go through the document.
Cheron, go ahead.
MRS. CORBETT: All right. Maybe we'll look at -- take it by various sections that's identified in the, "Employment and Duties."
So I know earlier -- I know you mentioned for at-will status. So legal counsel is actually

Page 12

going to take a look at that in just fuller detail, too, as well.
For term -- the term is actually fine. Okay. So we'll go through it. Okay. I see it's being shared right now.
All right. We can start from the one that's identified right here.
CHAIRWOMAN HOROVITZ: Thank you.
MRS. CORBETT: This is the one we're going to review right here, correct?
CHAIRWOMAN HOROVITZ: Cheron, yes. You have the same version. I'm about to send you a version that has your name in it, but everything will be the same.
MRS. CORBETT: Okay.
CHAIRWOMAN HOROVITZ: I'm sorry.
Is everything okay?
Commissioner Rogers, you've got that look on your face.
COMMISSIONER ROGERS: Well, I'm trying to see if she's looking at the resolution that's on there or if she's looking at the contract.
COMMISSIONER BROCK: Yes.
COMMISSIONER REYES: Yes.
MRS. CORBETT: So, yeah. So I can see the

Page 13

resolutions here, but I'm checking my email, too, as well, for the contract.
COMMISSIONER ROGERS: Got it.
CHAIRWOMAN HOROVITZ: All right. Okay. Here. I'm sending this to you right now, Cheron. I apologize.
And thank you-all for being on this journey with us. This is so exciting to be doing this live and in real time.
So everyone in the room has a copy of the contract, and, Cheron, you have a version in your mailbox.
MRS. CORBETT: All right. Yes. We can go ahead and start.
CHAIRWOMAN HOROVITZ: So, what page are we on?
MRS. CORBETT: So we actually should be on the first page, as identified, and I hear counsel in the room disclose -- so we don't necessarily know the date right now.
So one of the things I wanted to identify is, currently, I have an existing 90-day notification clause that I have to provide to both of my Board of Commissioners here.
However, counsel isn't on today. My counsel

Page 14

would actually work towards maybe relaxing that clause somewhat to be able to come to Jacksonville Housing Authority sometime within mid-March is the goal.
But right now, with the 90-day clause, it's showing mid-April. So we're actually working on that part.
CHAIRWOMAN HOROVITZ: Okay. Thank you.
MRS. CORBETT: So, for the 1.1, "At-Will Status," they're going to look into that further, too, as well -- counsel.
Form "Term," the term is fine for the period of -- so a term of three years is what we're anticipating with a four-year renewal term as an option.
CHAIRWOMAN HOROVITZ: If we could go back to 1.1, the, "At-Will Status --"
And, Adina and Reece in the room, is there much that we can do there?
I mean we really do want to avoid any language that would allow for any kind of payout if we were to terminate.
Like I think all of that language makes the board uncomfortable, and I actually think it's not legal.

Page 15

Right?
Adina, Reece, can you comment on that?
MS. TEODORESCU: Well, the offer is -- it's an at-will position, and it's my understanding that the board does not wish to change that.
This is a contract, and there are additional terms that address termination with cause, without cause and all that, but it's an at-will position.
CHAIRWOMAN HOROVITZ: Okay.
MRS. CORBETT: And so for -- you know, of course, right now in the City of Illinois, we're also at will, right?
And so we do understand at least with counsel what they had disclosed to me is that this 1.1 also further connects to another section within there.
So they're going to basically look at that detailed terminology as to the potential of release or so forth, too, as well.
We don't foresee it being a problem thus far, but I just want to kind relate. So, as we get further down into the terms, we can kind of connect like the sections they will look at.

Page 16

So we totally understand it's at will. It's at will here, too, as well. So it's not a problem with it being at will. We just want to look at -- they're going to look at some of the additional language that's attributed to that section --
CHAIRWOMAN HOROVITZ: Thank you, thank you.
MRS. CORBETT: -- well, the sections further down that's connected with that. So ...
CHAIRWOMAN HOROVITZ: Perfect. Okay. Let's keep going.
MRS. CORBETT: So 1.2, "Term --" to the ability to be able to do a three-year base with an option renewal period, which would be one option for a four-year renewal, that's acceptable.
For 1.3, "Position and Duties --" again, you know, I'll have my general counsel -- they're going to be working with the counsel at my current housing authorities to see if there can be some type of an amendment from the existing 90-day notification clause that we have in place to hopefully be able to relax it back to maybe 60 days, right, in order to get me there by potentially mid-March.
CHAIRWOMAN HOROVITZ: Yes. Thank you.

Page 17

MRS. CORBETT: 1.4 -- I mean they'll -- counsel will look at those, "Policies and Procedures," too.

So 1.5, "Diligence of the Position," right -- so this is pretty much acceptable.

Right?

The ability to be able to engage in charitable, you know, religious activities, as long as I have board consent.

So one of the sections that they will look at is as it relates to engaging in and directing other business investments.

So I will say, in my existing contract that I have, I can absolutely not engage in any activities that's governed by HUD federal funds, right?

So that's probably a clause in which they're probably going to add to that, too, as well.

I think the only thing right now -- many may know that, occasionally, I lecture at universities here and there. So it's normally like a virtual class.

They're already predesigned, but this is my way to simply give back, you know, to higher education, to encourage others who are in college,

Page 18

you know, to be able to consider opportunities to become a civil servant, especially within the housing industry, too.

So the only other thing to disclose is that I do have my real estate license here. So, with looking to relocate to Jacksonville, I would probably work on my own deal, but I don't practice real estate frequently at all.

So --

CHAIRWOMAN HOROVITZ: Cheron, thank you for that.

MRS. CORBETT: -- what are your thoughts on that?

CHAIRWOMAN HOROVITZ: Yes. Absolutely. I think that's a great callout. It was one of the things that we really liked about learning about you during the interview is that you are a thought leader in the affordable housing space, and so I highly encourage your continuing to lecture.

Can we add some language that would allow that?

Is that necessary?

Does the board agree?

COMMISSIONER REYES: Yes.

Page 19

COMMISSIONER WEATHERBY: Yes.

CHAIRWOMAN HOROVITZ: Yes. Excellent.

MRS. CORBETT: 1.6 is fine. Agree.

"Compensation and Benefits," 2.1, annual base salary -- I'm going to propose to have it at $310,000.

CHAIRWOMAN HOROVITZ: I'm sorry. 1 second. There is a question.

COMMISSIONER BROCK: Madam Chair, did she do 1.7?

CHAIRWOMAN HOROVITZ: I don't think there is an issue with 1.7.

MRS. CORBETT: I'm sorry. Let's see. It's 1.7. I'll double-check first. I'm sorry. So let me -- so the 1.7 -- so 1.6 is the, "Relocation."

CHAIRWOMAN HOROVITZ: Uh-huh.

MRS. CORBETT: "Community Involvement." Okay. So let's cover that. Sorry about that. It's not a problem being there within six months. Again, our goal is to be residing there the earliest -- if possible, by mid-March of 2025, assuming that the contract terms can be negotiated with my counsel and existing counsel at the housing authority at best. As late as we can see

Page 20

is from mid-April, 2025. So that's not a problem at all, and I'm going to go through the other lines.

So --

CHAIRWOMAN HOROVITZ: Thank you.

MRS. CORBETT: -- "Engagement." Yes. Absolutely agree with 1.6.

COMMISSIONER BROCK: I think she's on 1.7.

CHAIRWOMAN HOROVITZ: I think that she's looking at 1.7.

Cheron?

MRS. CORBETT: So 1.7, "Obligations --" so that's not a problem at all.

CHAIRWOMAN HOROVITZ: Thank you, Commissioner Brock.

All right. On 2.1.1 on, "Compensation," Cheron has proposed 310- as base salary.

MRS. CORBETT: Let's look at what else.

And, again, the start date -- again, we're looking at March -- hopefully March.

2.2 --

CHAIRWOMAN HOROVITZ: Oh, sorry. We're still on base salary.

COMMISSIONER ROGERS: I want to go back to that.

Page 21

CHAIRWOMAN HOROVITZ: Yes. I think we have to decide this.
COMMISSIONER REYES: Right.
CHAIRWOMAN HOROVITZ: Yes.
COMMISSIONER REYES: So, Madam Chair, in our previous negotiations, right, there were multiple factors that got us to that number with the previous candidate. One of them being the exposure that he had on the national level, and then, of course, I know we had the conversation of the additional 10,000 for the medical. So I think there has to be a conversation about how we reconcile that in this offer.
MRS. CORBETT: I can also chime in, too, as well. So, with my existing contract, you know, my medical is 100-percent paid, in addition to my family, and so that's a part of my existing. So that's something that I would like to be carried over. As we know, health care is quite expensive.
CHAIRWOMAN HOROVITZ: Other thoughts? Commissioner Brock.
COMMISSIONER BROCK: I would like for -- Madam Chair, I'm trying to figure out if she's

Page 22

saying that the reason she's asking for the 310- is because of the medical for her family, or is she asking us to totally take on the medical for her family?
Because she say her existing contract already includes her family.
CHAIRWOMAN HOROVITZ: I'm hearing -- it's kind of the same position that we got in with our last negotiations -- that amount to cover.
My feeling was I was willing to advocate for the additional 10,000 when we had to come back here as a board, because I accepted that there was likely a misunderstanding or miscommunication somewhere in a conversation I wasn't a part of that would have made that candidate believe that we would cover family premiums, which is not the policy of this agency.
It's not something that we do, and it really wasn't something that I was comfortable with. Because we have so many employees who bear that cost and really get paid very little, right?
And so I think that we should look at a policy that might either subsidize family premiums or maybe cover for executives, but it's not a policy that the board currently has.

Page 23

So now I'm back at the position that I'm not really comfortable covering family premiums unless we change the policy for the entire agency. So that's kind of how I'm feeling, but I'm really looking to the board to give their thoughts.
Commissioner Weatherby.
COMMISSIONER WEATHERBY: I don't think that should be a deal-breaker.
CHAIRWOMAN HOROVITZ: I agree. I agree.
COMMISSIONER REYES: (nodded head affirmatively)
CHAIRWOMAN HOROVITZ: Commissioner Shirley?
(no response)
CHAIRWOMAN HOROVITZ: I think she was somewhere that was loud.
Commissioner Rogers?
COMMISSIONER ROGERS: I don't think it should be a deal-breaker. I'm just curious as to what is her current base salary right now, and, from what I'm hearing, that's included in her current base salary, if I heard all that correctly.
If she can expound on that or clarify that -- if I understood that correctly.
CHAIRWOMAN HOROVITZ: It's likely included in her total comp.

Page 24

Cheron, can you provide some color there?
MRS. CORBETT: So, within my existing contract -- and then, again, we have a lot of great incentives within the State of Illinois for our CEO, Executive Director level contracts.
So, as an example, one of the great incentives with coming, you know, to the agencies here is that we had a -- health care was taken care of. So I have a PPO plan for myself, my husband and my daughter that is a part of my compensation package.
Right?
And so it's not unheard of with many CEOs that are running public housing authorities. That's actually the ongoing trend, and so you may find that in a lot of the newer contracts that are actually out there.
COMMISSIONER BROCK: She didn't totally answer.
COMMISSIONER REYES: What did you say?
COMMISSIONER BROCK: Madam Chair, I was just saying, "She didn't totally answer Commissioner Rogers' question. He asked what the base salary was."
MRS. CORBETT: And so one of the things --

Page 25

and I can have counsel chime in on it -- because, in the State of Illinois, we have regulations in place, because we find that there has been significant gaps in regards to what women make versus what men are actually paid, too, as well.

And so this position has an existing salary range that went from 250- and 300,000. This position does not currently have in place medical. That's a part of the compensation for this, as it relates to covering my medical benefits.

Here, at my agency, we have -- only at the executive level -- again, it's a compensation benefit incentive in which medical health is paid for 100 percent for the existing CEO and their family.

COMMISSIONER WEATHERBY: I'm in favor of looking at this policy for the entire organization, but it's very common for executive comp to be different.

CHAIRWOMAN HOROVITZ: I agree with that.

COMMISSIONER WEATHERBY: Yes.

CHAIRWOMAN HOROVITZ: I do agree.

I will also point out that we don't have

Page 26

state income tax in Florida, which does provide a total benefit, in my opinion, but I am not -- I mean I'm not going to -- I don't want to lose this exceptional candidate over $10,000.

I know that's a lot of money. We talked about this before, and I absolutely am an advocate for, you know, pay equity. So I would be comfortable with the 310-.

How does everyone feel?

COMMISSIONER WEATHERBY: Agree.

CHAIRWOMAN HOROVITZ: Commissioner Reyes.

COMMISSIONER REYES: Yes.

CHAIRWOMAN HOROVITZ: Commissioner Rogers.

COMMISSIONER ROGERS: I think I'm still on my question.

CHAIRWOMAN HOROVITZ: Okay.

COMMISSIONER ROGERS: And, again, I don't want to lose -- I just want to be clear as to -- and I understand everything she has outlined. I'm just trying to understand, "What is the current base salary?"

That's all I'm asking.

COMMISSIONER WEATHERBY: Why is that germane to what we're offering?

COMMISSIONER ROGERS: I'm just curious.

Page 27

MRS. CORBETT: So, again, you know, I'm going to emphasize pay equity gaps.

Right?

What I currently make or what most women currently make in comparison to men should not be a comparison as it relates to what's being proposed here.

Right?

So, again, I'm in the State of Illinois. That's Florida. Yes. But, again, you know, for 2.1, my counsel is not readily available today as a result of a scheduling conflict.

They can most definitely further discuss this, you know, if it needs to be discussed to that point.

COMMISSIONER ROGERS: In all fairness, I asked the same question of the last candidate. So it's not as if I'm asking something of one candidate that I did not ask of another candidate.

So, again, I want to be consistent in my questioning. So, again, to this amazing candidate online, I asked the same very question to the last one, as well.

MRS. CORBETT: And thank you for your question, again.

Page 28

I will have legal counsel to speak with you, again. I've already obtained counsel. They just can't be here today. So they will be able to discuss my current salary. Yeah.

CHAIRWOMAN HOROVITZ: Commissioner Shirley, do you have your hand raised?

COMMISSIONER SHIRLEY: Through the Chair, I just have a question.

CHAIRWOMAN HOROVITZ: Yes.

COMMISSIONER SHIRLEY: I was trying to get back to Commissioner Reyes' questioning or statement, as well.

When we set the range, we established that base range of 250- to 300-, and we made considerations as to where the last candidate would fall or any candidate would fall based on some additional benefits we saw in the candidate that would help us grow the organization.

Did we put any price points to the base range versus what those additional things we felt added up to, or do we feel like -- and I know it's awkward to do this in an open negotiating type of scenario -- but do we feel this candidate also embodies those same benefits to the organization that would allow us to extend, not to just the

Page 29

top of the range, but beyond that range, as well?
So that's what I got from -- well, I wasn't present at the last negotiations or considerations of candidates. That's what I got from the dialogue, as well as Commissioner Reyes bringing back that question.
So I just wanted to make sure I was hearing that correctly, and I wasn't sure we answered that question as to where we are at in the offering of a salary cap.
COMMISSIONER REYES: Thank you, Commissioner Shirley, and to piggyback on that, when we were here a year ago having conversations with Mr. Alexander, I think we were at 260,000 range is what he was asking for the next salary.
COMMISSIONER BROCK: 3-. It was 3-.
COMMISSIONER REYES: Okay. So he was at 260- when I started, right?
COMMISSIONER BROCK: Uh-huh.
COMMISSIONER REYES: And then he was asking for an additional 40,000?
Okay. Yes. No. I think my -- I am 100 percent -- as a woman, as a business owner, I am 100 percent on board with pay equity. So I just want to remind us where we started this

Page 30

conversation on the previous candidate.
So we arrived to that number on a very specific conversation about his experience, national exposure, what he could do for Jacksonville as the tenth largest city in the United States, fastest growing, you know, job markets.
Like there was a lot of conversation about the economic growth, and it just started having that CEO come on here.
Not to say that Mrs. Cheron, you know, won't be able to do that same -- bring that same national attention to Jacksonville, but just to bring it to the board for the conversation.
CHAIRWOMAN HOROVITZ: Uh-huh.
So saying all that, which I agree with, where are you at with the number?
COMMISSIONER REYES: So back when we were doing the HR Committee conversation when it was just a subcommittee, right, we were having conversations with Stan about, not specific candidates, but about just in general where candidates could be depending on their experience.
So, you know, the numbers that were thrown out were between 280- and 290- --

Page 31

CHAIRWOMAN HOROVITZ: Uh-huh. For this candidate.
COMMISSIONER REYES: -- no. I'm saying that we weren't talking about specific candidates, but, because of the caliber of candidates that we had, that was a conversation that we had in terms of numbers.
CHAIRWOMAN HOROVITZ: Right.
And, if the board is not aware, the starting point in negotiations for our previous candidate was 290-.
I'm much more comfortable at 3-, and I know it's only 10,000. I did not like going to 310-, but, you know, let's all share our opinions.
This is for us all to decide, and it's also for Mrs. Cheron to accept or not.
COMMISSIONER WEATHERBY: I'm uncomfortable with the fact that the position does not provide health care for the entire family.
That's outlined for an executive position like this, in my opinion. So that's ...
And, of course, I have a hard stop at 9:45. So I just wanted to get that in before I have to run.

Page 32

CHAIRWOMAN HOROVITZ: I mean that's not uncommon. In my organization, it's not something we do. It would not be uncommon. I understand that it could be trend to do that, and so we do need to actually decide this. Because Commissioner Weatherby needs to leave in 3 minutes -- well, actually, we do still have a quorum, but I would like you to be a part of this discussion.
COMMISSIONER REYES: So, Madam Chair, you said that you wanted to maybe have the agency look into the agency offering premiums to cover families or subsidies to cover families for the executives?
CHAIRWOMAN HOROVITZ: I think that it's worth looking at, and, Commissioner Shirley, over governance -- I would be interested in looking at covering or subsidizing premiums.
I don't want to get into that discussion, because we are in union negotiations. I don't want to talk at all about employee pay or comp. So let's stay away from that.
Any final thoughts, Commissioner Weatherby?
COMMISSIONER WEATHERBY: I understand that your organization doesn't provide that.

Page 33

But I've dealt with many, many organizations, and I've never seen one that didn't cover it. So, you know, maybe, you know, tomayto, tomahto I guess.

CHAIRWOMAN HOROVITZ: And, again, where we were -- how we got to 310- before was the candidate accepted 300- but assumed we would cover premiums, and, in order to make that work, we increased to 310- to have the total comp.

So I think that gets back to Commissioner Rogers' point, "Where are you now?"

And, is the 3- actually not compensating you, you know, on par, or above and beyond what we currently are, right, to cover those premiums?

And we were getting away from covering the premiums, becuase those are pretax deductions from comp. And those change year after year, which is why we went to adding it to the base pay.

That's just extra information, if that's helpful.

COMMISSIONER SHIRLEY: So maybe so we can get a vote from Commissioner Weatherby before she leaves I'll just go ahead and throw out a motion on this one that we establish the base pay

Page 34

to be inclusive of an additional range to cover insurance costs and that range to be -- that salary to be set at 300,000, which is the top of our salary range. So I offer that as a motion.

COMMISSIONER WEATHERBY: Capping it at 300-?

CHAIRWOMAN HOROVITZ: I believe that's the motion, to have the pay at 300-, Commissioner Shirley?

COMMISSIONER SHIRLEY: Yes.

COMMISSIONER WEATHERBY: I'm not in agreement with that, but democracy rules. So ...

MR. WILSON: There is no second.

CHAIRWOMAN HOROVITZ: Is there a second?

(no response)

CHAIRWOMAN HOROVITZ: So we'll just continue discussing?

COMMISSIONER WEATHERBY: She made the motion. There is just no second.

COMMISSIONER SHIRLEY: I'm just trying to gather the conversation in the room and try to get a vote before Commissioner Weatherby leaves.

CHAIRWOMAN HOROVITZ: Sure.

Again, I think it's important to know how we got over 300-, because 300- was accepted thinking that also included family premiums.

Page 35

So, if we are starting at say, 290-, and, if that was accepted and then the assumption was, "Oh, no. I thought you were going to cover family premiums," then we'll say, "Okay. We'll give an additional 10,000 to cover family premiums, and now you're at 300-."

Do you see how -- like that was the psychology with the offer.

So, is our initial offer 300-, or is our additional offer 290-?

COMMISSIONER WEATHERBY: I say 310-, but, again, democracy rules. I think we offered it to the previous candidate, and we need to be in parity with that.

CHAIRWOMAN HOROVITZ: Again, I think that we offered -- to me, we offered 290-. We didn't offer 310-. We landed on 310-, because there was miscommunication around what the total comp would include.

Thank you, Commissioner Weatherby.

COMMISSIONER WEATHERBY: Thank you.

(Commissioner Weatherby left the room.)

CHAIRWOMAN HOROVITZ: Does anyone else like want to speak?

COMMISSIONER REYES: I mean I think,

Page 36

you know, we can all agree, right, doing this in an open live session is super uncomfortable, but the conversation needs to be had.

Cheron, you have an amazing resume. You know, as you know, you were in our top candidates. We are very impressed with your resume.

I'd like to reiterate that we are very much about pay equity, and we absolutely want to support women, especially in such huge leadership roles, in such an important part of our growing city.

With that said, we started at 290- with the previous candidate because of the national exposure that he had. And I keep going back to this, because I think that was the big determining difference for us in terms of the top candidates was that exposure.

And so I just want to be clear how we even got to start at 290- before we even got to the 310-. So I bring that to the board for clarification, and, as a remainder, we started at 290- because of the previous candidate's resume.

And your resume, Cheron, is absolutely phenomenal. You know, like the Chair said,

Page 37

we love that you are a thought leader in the education space as it pertains to housing.

You have a very diverse portfolio in terms of the exposure, that you've done different things that you've done all within the housing market in mind.

So your resume, while it is very impressive, is distinguishable in the sense that it didn't have that much of that national exposure and involvement in different committees and things like that.

So the only reason I am bringing that up is because that's how we even started at the 290- from that 250- to 300- range.

And so, for me, this is not about pay equity. This is about the simple fact that we started that communication and that conversation based on that specific resume.

So, again, while your resume is extremely commendable and you've made huge accomplishments, I personally would feel a little bit more comfortable if we started at the 290- range for negotiation.

MRS. CORBETT: So one of the things I would like to share -- and I know you-all mentioned

Page 38

national exposure -- but I do want to remind the board that I've ran the second largest housing authority in the United States of America, the Chicago Housing Authority.

That's 25,000 public housing units. That's a 1.2 billion dollar budget, and so although I'm running, you know, one the largest counties in the State of Illinois -- two counties, two public housing authorities -- I think that we can talk about national exposure, experience.

I can most definitely join a committee. You know, that's not a problem.

But, when look at the true operations of top large public housing authorities in the US, I most definitely have beyond proven myself, and that housing authority for CHA is right now currently much larger than the existing portfolio that's at Jacksonville Housing Authority.

So I'm not sure if you-all are looking to take the salary now back to 290-. So I guess I'm a little confused.

But, again, I do have counsel, and they -- again, they have a conflict this morning. But they can most definitely follow-up as it relates to the salary.

Page 39

COMMISSIONER REYES: Thank you, Mrs. Cheron.

And, just to be clear, the position would be at 290- but with the change for the medical coverage.

CHAIRWOMAN HOROVITZ: I'm sorry.

Can we take a 2-second break?

MRS. CORBETT: Should we continue on to the others and table the 2.1, or what would you like?

COMMISSIONER BROCK: We're sorry. We're taking a break.

COMMISSIONER REYES: Yes.

Cheron, we're going to take like a 2-minute recess.

MRS. CORBETT: Okay. Sure, sure.

COMMISSIONER REYES: Thank you.

(Chairwoman Horovitz and Ms. Teodorescu left the room.)

(A recess was taken.)

(Chairwoman Horovitz and Ms. Teodorescu reentered the room.)

(The recess concluded.)

CHAIRWOMAN HOROVITZ: Excellent.

How long do you think it will take?

MS. TEODORESCU: I don't think we can have it right now.

Page 40

CHAIRWOMAN HOROVITZ: Okay. We're back.

Is everyone here?

Sorry.

COMMISSIONER BROCK: Yes.

CHAIRWOMAN HOROVITZ: Let's table this, unless we all feel like we need to stay here.

Should we keep going, or --

MS. MORRIS: Cheron is not there.

CHAIRWOMAN HOROVITZ: Oh, okay.

MS. MORRIS: Oh, here she is.

CHAIRWOMAN HOROVITZ: How does everyone feel?

COMMISSIONER ROGERS: Tabling 2.1.1?

CHAIRWOMAN HOROVITZ: Yes.

COMMISSIONER ROGRES: Yeah. I'm in agreement with tabling that and then getting back to that, because I think --

COMMISSIONER BROCK: Yes.

CHAIRWOMAN HOROVITZ: Okay. Great.

So we're going to move on to 2.1.2, "Performance Comp."

My mike is flashing; is that okay?

MS. MORRIS: Probably not. I'll get you another one.

CHAIRWOMAN HOROVITZ: Oh, I can take Commissioner Weatherby's.

Page 41

COMMISSIONER ROGERS: Mine is doing the same thing.
MS. MORRIS: Is it?
Let me grab some batteries.
CHAIRWOMAN HOROVITZ: Cheron, can you hear us?
We're going to move on to 2.1 for now.
MRS. CORBETT: Okay. All right. Let's pull it back up.
CHAIRWOMAN HOROVITZ: So I don't know if it's clear in this section -- Adina is here -- but what the board decided in our last meeting was that we were going to come up with performance goals, and our commitment was to have those completed by June.
COMMISSIONER REYES: Yes. Through the Chair, the idea was that we would have the evaluation prepared for the incoming CEO within three months of their start date. So it would really be based on her start date.
CHAIRWOMAN HOROVITZ: Okay. I'm highlighting it. It says, "June," here.
COMMISSIONER REYES: So, Cheron, as the head of the HR Committee, one of the things that I committed to, when I joined last year,

Page 42

was to really create a much more solidified process for our CEO to get evaluated, to set out goals and, you know, metrics for us for the board to actually be able to have a conversation about their performance.
I came on when our previous CEO -- that was one of his biggest complaints, which is, you know, a fair complaint to have. You don't know what you're doing wrong unless, you know, you're being evaluated.
So, to give our incoming CEO an opportunity, that's one the things that the HR Committee will be working on.
MRS. CORBETT: And, if you need anything from my facility or counsel, we have quite a bit of metrics that are established in regards to the performance evaluation for myself.
COMMISSIONER REYES: Thank you.
CHAIRWOMAN HOROVITZ: Is the up to 10 percent acceptable?
MS. CORBETT: Yeah. So -- so -- "shall not exceed --" so up to 10 percent. It's acceptable. That's fine.
So one of the things that I'm going to have counsel do is that there are other incentives --

Page 43

and we can probably talk a little bit about -- well, you know what?
I'll wait for a different section, as well.
That's acceptable. Yes.
CHAIRWOMAN HOROVITZ: Okay. So I think we are on 2.2?
COMMISSIONER REYES: Yes.
MRS. CORBETT: I'm looking between documents.
A vehicle?
COMMISSIOENR REYES: Yes.
MRS. CORBETT: That's acceptable. Just -- yes. That's acceptable. Yes.
2.3 -- yes -- agreed upon, as well. Let's see here.
CHAIRWOMAN HOROVITZ: 2.4 is, "Annual Leave."
MRS. CORBETT: Yes. Let's look at -- there were some notes that --
CHAIRWOMAN HOROVITZ: So I'll highlight some --
MRS. CORBETT: -- yeah. Let's -- I'm sorry.
CHAIRWOMAN HOROVITZ: No. Go ahead, please.
MRS. CORBETT: And, again, I haven't seen that HR, you know, handbook policy, too, as well, to be able to, you know, take a deeper look,

Page 44

and I would have to provide that to counsel.
But, for the granted annual leave, this is your PTO that you're allotting. I have more than that. I'm going to actually recommend it's stated at six weeks for PTO.
And your accrual process -- again, I haven't necessarily seen the handbook, but the way I was talking to my counsel and what we would envision, you know, it would be six weeks PTO.
And then so following the following years, right, it would not be reduced from six weeks of PTO. So their specific language -- I know that they were going to look at on 2.4.
CHAIRWOMAN HOROVITZ: So, in our previous negotiations, just for the board's knowledge, the six weeks was also asked, and it was one of the points that I pushed back on. Because, in my opinion, the four weeks was a good amount of time.
Where we did compromise and why it's written the way that it is is that that four weeks would be fully vested. So it wouldn't need to accrue like a few days every pay period. So that means that the candidate would have the four weeks

Page 45

up-front.
I feel that the four weeks -- plus, we have 12 or 13 other days, Ms. St. Clair?
MS. ST. CLAIR: Oh, 12, plus one.
CHAIRWOMAN HOROVITZ: I think that is -- I'm comfortable with that number. Where I was going to make a comment was we have it written that the employee is required to utilize two consecutive work weeks a year. I'm willing to take that out.
I've worked for banking institutions where you had to take ten days, and there was a reason for that. But I don't think that we should require our leadership to take two weeks.
So, if that was a point, we could take that out, but, again, I'm comfortable with the four weeks. But, if anyone feels --
MRS. CORBETT: Okay. So, just to make sure I'm clear -- so 2.4 -- and, again, I'll have counsel -- you're saying four weeks of PTO, and, in addition, they're required to also take an additional two weeks, which would make it six weeks, or are you saying, "It's just flat four weeks, and, out of that four weeks, two of those weeks you most definitely need to dedicate to

Page 46

taking time off"?
CHAIRWOMAN HOROVITZ: Yes. And I agree. The two weeks consecutive should be taken out. I think that that's written that way, because we want to encourage you to step away and take that time to recharge.
But I wouldn't want that to be in the contract to make you feel obligated to do that, especially, because, you know, life gets in the way. And it's not always possible.
So, is that something that you would also like to see go away, that last sentence of 2.4?
MRS. CORBETT: So I really want to just make sure. Your only, for 2.4, saying the agency will only provide four weeks of PTO, and we're not talking about the federal holidays, right?
CHAIRWOMAN HOROVITZ: Right.
MRS. CORBETT: Because, if so, I haven't had four weeks of PTO in a -- it was very early on in my career, right?
And so I do believe in balance, right?
And, at the executive level, too, as well, you know, for me, four weeks -- I have more than four weeks in my contracts, and I haven't had four weeks in a long time.

Page 47

So, is the four weeks, first, negotiable as annual leave?
So that's my first question.
Are you willing to go from four weeks to six weeks?
CHAIRWOMAN HOROVITZ: I would be comfortable with five weeks, or does everyone want to go to six?
I think five is a good compromise.
MRS. CORBETT: I can compromise on five. I will compromise on five.
CHAIRWOMAN HOROVITZ: Commissioner Rogers?
MRS. CHERON: I will compromise on five.
COMMISSIONER ROGERS: (inaudible)
COURT REPORTER: I didn't hear you. I'm sorry.
CHAIRWOMAN HOROVITZ: Everyone in the room is comfortable with five. Okay. Thank you, Cheron. We'll update that, and then let's take out that last sentence requiring her to take off the two weeks.
MRS. CORBETT: You can leave those two weeks in there. That's fine. I am fine with that.
I think the biggest thing is the PTO time,

Page 48

right?
That's fine. Most people -- what I'm finding, within our industry, too, in the financial sectors, too -- it's normally those last two weeks in December that most people take that potential break as they step into the new year refreshed. New goals and objectives. So that's fine.
CHAIRWOMAN HOROVITZ: Excellent.
So 2.5 is, "Training."
MRS. CORBETT: I thought that was a good one. I agree with that one.
CHAIRWOMAN HOROVITZ: And 2.6 is, "Fringe Benefits."
MRS. CORBETT: I'm going to look at -- so we can -- so, with this one, allow me to have counsel to look at this.
Again, this may still tie back to 2.6, to a certain degree, depending on what's finalized. It may tie back to annual base salary.
So, if we can just probably maybe table that one, because I think there could be a workaround. But ...
CHAIRWOMAN HOROVITZ: 2.7 is, "Pension."

Page 49

Is it worth providing color into how we tie into the city's pension?

MRS. CORBETT: Yes. That would be helpful. Yes.

CHAIRWOMAN HOROVITZ: Adina, go ahead.

MS. TEODORESCU: We have only a defined contribution plan available, and we can provide a copy of the code. And we would encourage you to reach out to the pension office and discuss the details. That would be the best position to explain it, but the basic idea is the employee contributes a percentage.

The employee contributes a percentage, and you vest in your own contributions and the earnings from those contributions.

Immediately, you do not vest in the employer's contributions and to earning from those amounts until Year Two and subsequent years.

So from Year Two to Year Five, it's an additional 25 percent vesting in those other contributions and earnings.

That's the very basic idea, but we do have a pension office, and we can put you in contact with them for more details of what's available.

MRS. CORBETT: Okay.

Page 50

CHAIRWOMAN HOROVITZ: Thank you, Adina.

And, if I understand correctly, this is all in the City Ordinance Code, and any changes to that actually would need to go in front of City Council; is that right?

MS. TEODORESCU: Correct.

CHAIRWOMAN HOROVITZ: So we certainly want you to understand that, but I'm not sure there's much negotiating in that section.

MRS. CORBETT: And, again, we can look back at that. That's understandable. Yeah. Those are just for pension plans, too.

CHAIRWOMAN HOROVITZ: Okay. Great. 2.- --

MRS. CORBETT: Let's see here. The next one is, "Relocation and Living Expenses." All right. Let's see. So I actually -- you know, I had worked on getting culture moving expenses, too, just to kind of make sure it was a solid enough number for my family to be able to move our home and move quickly to Jacksonville.

So I'm recommending -- let's see here -- something not to exceed 25,000, and my understanding -- again, that's going to be for travel, you know, if we have to find our corporate independent housing -- I'm assuming, too,

Page 51

as well, which is a part of that -- any related expenses as it relates to my relocating down there.

And providing, you know, invoices and receipts is not a problem. I'm very transparent with that. So that's absolutely not a problem.

And let's see. Now, just to make sure, so this one -- you can also -- either I will come out-of-pocket for it, or you can pay the vendor directly.

Is that -- I just want to make sure.

CHAIRWOMAN HOROVITZ: Yes.

We actually discussed that and would be happy to -- especially those larger expenses, like the moving company, we'd be happy to pay the vendor directly.

MRS. CORBETT: Okay. Yeah. I so I guess I would just need whatever you need to set the vendor up in the system to be able to do that payment.

So, yes. So I didn't see 2.8 as a problem as long as it's at least up to $25,000. Like, again, I already have a moving estimate, which is pretty up there already. So -- and we can manage and just figure out for like, if it's temporary

Page 52

corporate housing -- whatever we need to do. So this is fair.

CHAIRWOMAN HOROVITZ: Excellent. Thank you for making that easy, and we certainly want to make it easy for you to move your family.

So, if you have suggestions about how to do that better for you, like paying the vendors directly, we certainly want to make it easy and smooth for you. So thank you.

All right. 3.1.

How are we back at, "At Will"?

Is this in here twice?

Is there a reason for that?

COMMISSIONER ROGERS: Yes.

MRS. CORBETT: So that's what counsel had mentioned. Right. So I want to be able to allow my counsel to kind of take a look at that, because there was various clauses in there for at will.

And, again, I totally understand that Florida is an at-will state the same at Illinois, too, as well, but there was just multiple things in there. There was added layers for at will.

So, if they can just -- again, I understand it's at will, but for them to, you know,

Page 53

take a look at that, for them to look at that language in-depth.

CHAIRWOMAN HOROVITZ: Thank you.

So then 3.2 is, "Termination for Cause."

MRS. CORBETT: Let's talk. So you-all are going to have in place metrics.

And, again, I can still provide metrics, right?

All right. So -- but I'm also looking at this. I'm going to have them -- let me go back to what we said through our notes. Although, I don't see it as a problem, I'm still going to allow counsel to just take a look at this.

Right?

They might want to add language. They may want to recommend something, you know. Yeah. So, for right now, I don't foresee it as being a problem from the notes that I have, but, again, I'll let legal take a look at the language.

CHAIRWOMAN HOROVITZ: While we're just discussing this section --

MRS. CORBETT: Yes. Uh-huh.

CHAIRWOMAN HOROVITZ: -- when we get to this, we will vote to authorize OGC to finalize the contract, and it's something that we did in our

Page 54

last meeting. As long as there is no financial impact, we would authorize OGC to continue these parts of negotiation.

I know we agreed to that last time. Then, of course, a payout would have had a financial impact to the agency.

So we just want to make sure that everyone agrees that, Cheron, when you come back with any redlines, that there would be nothing like that, no language that would have a financial impact to the agency.

Is that understood?

Is that clear?

MRS. CORBETT: Okay. So let me -- I have counsel. So let me -- for it to be language to have some type of financial impact, which is assuming -- let me just go through the other section and make sure, if it's with cause, that there is language in place -- excuse me without cause -- excuse me -- that there is language in place that would provide, to a certain degree, severance pay. So let me just double-check some notes. Just 1 second so I can double-check.

CHAIRWOMAN HOROVITZ: Can you make her screen

Page 55

bigger?

MS. MORRIS: Yes.

CHAIRWOMAN HOROVITZ: Thank you. That's better.

MRS. CORBETT: I mean I can have legal look at it more, but I just think that, "for cause," is different versus a, "without cause," that allows for, to a certain degree, a level of severance payout.

But they can look at it. I'm not -- right now I'll just say that I don't foresee it being an issue, based upon the conversations I had with legal, but I can have them quickly follow-up. That shouldn't be a problem.

And let me look at the other section.

CHAIRWOMAN HOROVITZ: Reece, Adina, do we have much room there?

MRS. CORBETT: And, again, I don't really see it being an issue, you know. Ifs and all -- that's pretty standard language.

CHAIRWOMAN HOROVITZ: Adina?

MS. TEODORESCU: Probably not much, but we'll see what's being offered and what can be done.

CHAIRWOMAN HOROVITZ: Okay.

Page 56

MRS. CORBETT: I'm sure it will be fine, but I'll allow them to look at certain things that deals with termination clauses and so forth. So ...

CHAIRWOMAN HOROVITZ: Okay. Are we on 3.4 now?

MS. MIXON-PHILLIPS: 3.4.

MRS. CORBETT: Yes. I mean that's pretty standard.

So let's talk about, "without cause," and I think that that's what I would have my counsel to look at. Let's see here.

CHAIRWOMAN HOROVITZ: That's 3.3.1?

COMMISSIONER BROCK: Uh-huh.

MRS. CORBETT: I did have a question.

CHAIRWOMAN HOROVITZ: Yes.

MRS. CORBETT: So I'm totally fine with potentially, you know -- I'm just thinking about a lot of our newer contracts.

CHAIRWOMAN HOROVITZ: We are on 3.3.1.

MRS. CORBETT: 20 weeks of annual base pay -- that would be considered fair. I think -- you know, when I think about that, I think about that as in Year One, right?

But, when we get into Year Two, you know,

Page 57

and Year Three and then, you know, if the option period is extended for the additional four years, I think, for this particular section, that it's important to have some type of escalation in regards to, you know, how many weeks could be paid out.

So Year One.

20 weeks, right?

You know, so maybe Year Two is adding in two more weeks. Year three is adding in two more weeks to that two, as well. This is something that I'll have counsel to look at, but right now, for the annual, the 20 weeks -- to have it at 20 weeks would be acceptable.

CHAIRWOMAN HOROVITZ: I am in favor of that. I'm looking at legal to ask if that's something that we can do, and she's shaking her head.

Adina?

MS. TEODORESCU: I will look into it some more, but 20 weeks is the normal state statute provided limitation.

CHAIRWOMAN HOROVITZ: Okay. So what we're discussing now is, if the employee is terminated without cause, it currently reads that, "The employee should receive benefits pay equal to

Page 58

20 weeks."

And we're discussing if that can escalate, you know, a week or two every year. Legal is going to look at if it's something that we're able to do, and, if it's something that we're able to do, is the board supportive of that kind of escalation?

COMMISSIONER ROGERS: But, sorry. I just want to make sure I heard it correctly, because the way I understand counsel, this is ...

Is this statutory language -- the 20 weeks -- or is it something we need to research and then come back?

Because it would be a fiscal.

CHAIRWOMAN HOROVITZ: Okay.

MS. TEODORESCU: It's statutory language. Whether -- it's possible that the housing authority is exempt from that statute.

MRS. CORBETT: And I'll have my counsel -- and I know you-all will do your research, too, as well -- do their due diligence, too, as it relates to this.

Because I know HUD -- we have, for HUD -- it can be different; although, in the states you might reside in. So, yes.

Page 59

So, again, I do agree with the 20 weeks. I do think it should have an escalation, if that's possible, and, again, I can have my legal to further research and provide any type of regulatory language around that.

CHAIRWOMAN HOROVITZ: Sure.

I do think that you will need to -- we'll have to decide as a board if that's something that we want to engage in, because we don't want to have to come back here, again.

Right?

So, to the board, if it is something that we are legally allowed to do, are you in favor adding in excalation language?

MRS. CORBETT: Yes, yes.

COMMISSIONER REYES: I would. I think, you know, we are talking about, if she's terminated without cause.

CHAIRWOMAN HOROVITZ: Right.

COMMISSIONER REYES: And a big part of what we're committing to is creating these metrics and these goals and outlining very specific, you know, plans for our future CEO so that they're successful in their role.

Page 60

And so I think, you know, as it all pertains -- as it all plays together, I think we'll be able to avoid having a situation where we would have to terminate without cause.

CHAIRWOMAN HOROVITZ: Yes.

COMMISSIONER REYES: So I would feel comfortable putting it in.

CHAIRWOMAN HOROVITZ: Commissioners Brock, Rogers, Shirley?

COMMISSIONER SHIRLEY: I'm comfortable.

CHAIRWOMAN HOROVITZ: Again, we are not sure we're able to do this, but we just want to avoid having to come back together.

Commissioner Rogers?

COMMISSIONER ROGERS: (no response)

CHAIRWOMAN HOROVITZ: I'll give you a minute.

Commissioner Brock?

COMMISSIONER BROCK: Madam Chair, as Commissioner Reyes said, I don't foresee us -- I'm just saying I don't foresee us having to terminate anyone because of no reason to terminate them. So I don't think it -- I don't think it would be a problem. I don't, but, you know ...

CHAIRWOMAN HOROVITZ: Okay. And then Commissioner Rogers.

Page 61

COMMISSIONER ROGERS: Yeah. I guess I'll be okay. I guess I'll be okay. I was trying to do some calculations to see what that would take us to, but, if that's the will of this board, then I'll support the will of this board in the escalation at this time.

CHAIRWOMAN HOROVITZ: What is the calculation that you're trying to do?

I've got Excel open. I'm ready to go.

COMMISSIONER BROCK: He's trying to see how much it would be.

MRS. CORBETT: 32.

COMMISSIONER ROGERS: 32?

MRS. CORBETT: If it was one to three, the first base is 20 weeks. If it went into Year Two -- again, we hope never to have to use this, right?

It's rarely used and going to 22 weeks. Three, we're going to 24 weeks. If we get the option period for four years, it would go on to 24 for Year -- well, the option, which would be Year Four.

Year 5 will be 28, and I'm going off this two added weeks in there every escalation. Four, Five -- Six would be 30.

Page 62

CHAIRWOMAN HOROVITZ: I like the idea of a cap.

MRS. CORBETT: Eight will be 32.

COMMISSIONER ROGERS: That's what I was getting to.

CHAIRWOMAN HOROVITZ: Yeah. I'm at a different number. Because, if we're taking the days divided by 52 weeks, then the weekly pay pretax, I have it 20 weeks more on 115. I do like the idea of a cap.

COMMISSIONER ROGERS: That's what I was getting at.

CHAIRWOMAN HOROVITZ: Let's agree in principle, that, if it's something we're able to do, that we would be willing to escalate up to a max of maybe a percent of base pay.

Because, assuming she outperforms, and she gets raises every year. We do need to have a cap. So to not exceed --

MRS. CORBETT: Wait, wait, wait.

I guess I should say, "Wait, wait. We should have legal for that one."

No. I'm kidding. Just kidding.

CHAIRWOMAN HOROVITZ: Again, this is so fun to do with everyone listening.

Page 63

(People laughed.)

CHAIRWOMAN HOROVITZ: Is there a cap that you're comfortable with, Commissioner Rogers?

COMMISSIONER ROGERS: No. Literally -- and I'm glad she said that, because I was looking at a totally different number.

But I would be comfortable with saying, "not to exceed 32 weeks," or the percentage that we come up with. But, yes. I was just looking at the number of that.

MRS. CORBETT: Is your number higher?

MS. MIXON-PHILLIPS: That would be 50 percent of --

COMMISSIONER ROGERS: Got it. Okay.

COMMISSIONER BROCK: 26.

MS. MIXON-PHILLIPS: -- I'm just saying it as a reference.

CHAIRWOMAN HOROVITZ: I agree not to exceed 50 percent of the base salary.

MS. MIXON-PHILLIPS: It's the same thing.

CHAIRWOMAN HOROVITZ: Is that good?

COMMISSIONER REYES: I think that's good, too.

CHAIRWOMAN HOROVITZ: Is that acceptable, Cheron, assuming we're --

Page 64

MRS. CORBETT: You know what, that's acceptable.

CHAIRWOMAN HOROVITZ: Okay. All right. Great.

COMMISSIONER ROGERS: Perfect. That's what I was getting to. Thank you.

MRS. CORBETT: That's fair.

CHAIRWOMAN HOROVITZ: Okay. We're on to 3.4.

COMMISSIONER BROCK: Madam Chair, we didn't have a 3.2?

CHAIRWOMAN HOROVITZ: Yes.

COMMISSIONER BROCK: We did?

Because I don't have it.

CHAIRWOMAN HOROVITZ: 3.2, "Termination for cause," I believe was acceptable.

And then we moved --

COMMISSIONER REYES: We're on 3.3.1.

COMMISSIONER BROCK: Yeah. We're at 3.3.1., and then you got 3.4. You didn't have a 3.2?

COMMISSIONER REYES: 3.3 is, "Termination with Cause."

COMMISSIONER ROGERS: Yes. But what she said --

COMMISSIONER REYES: 3.3.1. is a subsection

Page 65

of 3.3.
COMMISSIONER BROCK: Right.
COMMISSIONER REYES: And the next one is 3.4.
COMMISSIONER BROCK: Okay, okay.
COMMISSIONER REYES: Yes. It's a subsection. Yes. I got a little confused, too.
COMMISSIONER BROCK: Right.
CHAIRWOMAN HOROVITZ: Yes. It's easier on the computer.
COMMISSIONER BROCK: Right. Okay. I was looking for -2. Okay. Thank you.
CHAIRWOMAN HOROVITZ: No. Thank you.
3.4 is, "Non-solicitation."
MRS. CORBETT: 3.4 -- you have it listed as, "Non-solicitation."
CHAIRWOMAN HOROVITZ: Yes.
MRS. CORBETT: So let's see here. I actually thought this was good. We actually need to bring this over here. So this is fair. This is beyond fair. Yeah.
CHAIRWOMAN HOROVITZ: All right. Great. 4.1.
MRS. CORBETT: All right. Let's see.
CHAIRWOMAN HOROVITZ: That's just verifying employment.

Page 66

MRS. CORBETT: This is pretty normal.
COMMISSIONER ROGERS: Yes. I was fixing to say, "This is pretty normal language."
CHAIRWOMAN HOROVITZ: Right.
MRS. CORBETT: 4.1 is fine, of course.
4.2 is good.
CHAIRWOMAN HOROVITZ: So, for everyone, 4.3, really gets into sunshine. Florida has very robust sunshine laws, and we'll really provide all of the training and resources that you need to get comfortable. But that's absolutely important that you fully understand sunshine.
Is there anything similar to that where you are?
COMMISSIONER REYES: Yes, there is.
MRS. CORBETT: So we don't have sunshine, you know; however, you know, everything is pretty much -- you know, you can always request information through an employer or whatever and so forth, too.
But this is interesting, but, yeah. So this is not a problem. It's just now this is a part of Florida's law.
CHAIRWOMAN HOROVITZ: Uh-huh.
MRS. CORBETT: No. I mean that's fair.

Page 67

That's fair. I'll also have legal just take a look at it just in case something stands out. Maybe they want to add something in there, too, as well. But I don't see it being an issue at all. So -- at all.
CHAIRWOMAN HOROVITZ: It's funny that, "Confidentiality," follows, "Sunshine."
Nothing is confidential.
(People laughed.)
MRS. CORBETT: Well, I think that this is good, having information there about the trade secrets. No. I mean, yes. I've seen some interesting things actually. Let's see here. I'm just going to look in here and see if it ties back to ...
You know what we used to do actually for CHA, as it related to trade secrets, especially like when you're in the leadership executive positions -- we always put a clause in there, you know.
"You can't disclose anything up until at least a 12-month or 24-month period."
I'm just randomly just throwing something out, but, again, I'll have counsel look at that to, as well. That's an interesting one.

Page 68

So all right. Let's see here. 4.5. Yes. 4.5 is fine. Okay. "Execution."
CHAIRWOMAN HOROVITZ: Yeah. This is all pretty technical.
MRS. CORBETT: Yeah.
COMMISSIONER REYES: It's standard.
MRS. CORBETT: "Reporting Violations." And I'm looking at, "Notices," 4.9. I'm just skimming through, and I'll have my counsel to kind of just take a look at that.
So one of the things I did want to discuss with you-all, because I noticed you didn't have it in the contract. And I'm going to tell you some of the things that, you know, we have here and that many housing authorities are doing throughout the United States.
So one of the big agendas is, of course, really expanding and preserving affordable housing, but a lot of that expansion comes from, you know, the tax credit deals that we do as CEOs running organizations.
Yes. We run the day-to-day operations, but my goals are really also to drive more affordable housing for those that are in need in Jacksonville.

Page 69

And so I have an incentive, within my contract, that allows for -- if I go do a deal and I structure this deal, go through the process, tax credits, you know, and so forth, too, as well, and let's just say we partner with a developer.

I have it set up, at minimum, the developer has to provide the agency with at least 20 percent, and that's all nonfederal funds.

From that, I receive a percentage of those nonfederal funds, but all of those nonfederal funds are used to reinvest back into the agency.

So, for example, we want to promote, you know, more leasing up quickly. We understand that it can be a huge burden for many of our clients that we serve as it relates to a security deposit.

Right?

And so we set up programing so that we can use the nonfederal funds set aside to help with security deposits, or a plan to keep programmings. Like maybe they're looking towards homeownership.

Right?

They need funding towards that. Maybe it's going to help with one of these new computer centers. Maybe it's going to be used to provide a

Page 70

scholarship, you know, to kids to go back to school or actually to be able to go to college.

And so these are just some things to think about, but, again, I have that for an incentive base, and that's from nonfederal funds.

Right?

So, can we talk about that as it relates to a developer's fee --

CHAIRWOMAN HOROVITZ: Sure.

MRS. CORBETT: -- as long as it's nonfederal funds?

CHAIRWOMAN HOROVITZ: Would you like to go first?

I have some thoughts.

COMMISSIONER REYES: No. Go ahead.

CHAIRWOMAN HOROVITZ: No. Go ahead.

MRS. CORBETT: Yes.

COMMISSIONER REYES: So I very much, as a business owner, support, you know, incentives. But I have some questions, because I am not sure how it works in your agency right now.

But so, of that 20 percent, you said, "The developer has to provide the agency --"

MRS. CORBETT: Minimum.

Page 71

COMMISSIONER REYES: "-- a minimum ..." right.

So, what percentage do you get of that 20-percent minimum?

MRS. CORBETT: Uh-huh. So we have a scale. So right now -- and minimum -- 20 is the lowest bar. Sometimes it's 40. It's 50 percent.

But I have it set up that it's like 12 percent that I would actually receive. So this takes into account every deal I'm structuring, that I'm making sure it gets through the tax credit process, too, as well.

And then we have a separate operating fund, which is set aside for nonfederal funds. So, if there's any debt the housing authority needs to pay off or whatever, a lot of these funds are then set aside for that and/or to help expand affordable housing and/or programming.

I have language for that, too, that counsel would probably most definitely provide over to you-all, but I noticed you didn't have it in your contract.

COMMISSIONER REYES: I just have a follow-up for the Chair and current CEO.

Have we had any similar type of incentive

Page 72

program here at the agency before?

CHAIRWOMAN HOROVITZ: So this actually did come up in our previous negotiations, and it's something I felt very strongly against. In my opinion, that's the job, develop affordable housing.

I think that you incentivize that work with pay and with performance incentives, and I felt like -- and this is just my opinion -- having a developer incentive was double-dipping.

I really do feel strongly that that is the work. You come here. You develop housing.

My mind can be changed, if you-all feel strongly about exploring this, but this is something that I was an absolute, "No," on our previous negotiations. And it did not make it into a version of this contract.

MRS. CORBETT: I am so open to expound on that, too, even with our counsel.

One of the things -- so I guess right now my question would be to the agency, do you currently collect a developer's fee?

Because, historically, what public housing authorities normally do is that they give the land away for free. They give the subsidy away for

Page 73

free, too, as well, and you don't receive anything back.
Right?
So that's -- I would say it's a historical process that was done, and now housing authorities are trying to catch up. I think the great thing about what I've done in Kendall County and DuPage County is that we have affordable housing that's happening left and right.
But, in addition to running the agency, a lot of time is also spent -- because you have to be a true subject matter expert as it relates to tax credits, underwriting, to real estate development and really just understanding the planning process, in general.
You're going to find that a lot of executive directors do not -- and CEOs of housing don't necessarily have that experience.
And it happens to be an expertise for me, but, right now, are you even collecting a developer's fee?
And, if you are collecting a developer's fee, how much is that fee?
Like so what's your minimum threshold?
Right?

Page 74

And then, how are you reinvesting it back into the clients in which we serve?
Right?
Security deposits, expansion of affordable housing.
How are you using it to pay off some of the existing debt that you have?
Because right now, today, HUD is really pushing for public housing authorities to be able to have that long-term financial stability and to be less reliant upon federal funds.
So, can we talk about that?
Right?
CHAIRWOMAN HOROVITZ: Yes. We do collect a developer fee, and, going back to our conversation when we were interviewing you -- loved the thoughts around getting less reliant on HUD funding.
Right?
We certainly want to be increasing our income from outside sources. We are --
MRS. CORBETT: Nonfederally funded fees.
So the developer fee -- if you do it on a public housing development, right, it's still under the federal.

Page 75

But I'm talking about nonfederal funds, which is separate from --
CHAIRWOMAN HOROVITZ: -- we are working on a LIHTC deal now in the development in the Eastside of Jacksonville.
So I do really value the experience that you bring in this area, and I'm excited about what we can do this year.
Again, it gets back to, for me, developing affordable housing is the job.
And I don't know if I'm comfortable with personally incentivising any one person in that work.
But, Commissioner Rogers, Reyes?
Commissioner Shirley, are you still online?
COMMISSIONER SHIRLEY: Yes, I'm here.
CHAIRWOMAN HOROVITZ: Do you have any thoughts?
COMMISSIONER SHIRLEY: Sure. Yes. I think it's a fundamental departure from our existing collective compensation package that we have not entertained, and so I would hate to make a substantive change like this on the fly.
I think it's something that we can bring to the committee and maybe look at for future

Page 76

incentives or opening up as we look at, you know, growing the agency, but, at this time, I would not be comfortable making that type of decision at this meeting.
CHAIRWOMAN HOROVITZ: So, Cheron, is this something that you're looking to be in the contract, or is that something that you would be open to as exploring for later years?
MRS. CORBETT: Well, this is really good. I just -- it's nonfederal funds. So, as a compromise, right, you know, again, it's in mine. And I really have been ramping up real estate development, and we are just seeing a dynamic change in regards to paying off debt and so forth, too, as well.
So, in addition to those metrics being established, right, my hope is that, between Years One through Three, you will see the phenomenal job that I will do at the agency.
You'll be able to see that expansion of affordable housing, and that, when we come to the option period, that that's most definitely on the table to be considered.
Right?
And, again, this is not federal funds.

Page 77

This is nonfederal funds. This is a different way of really pushing a public housing authority forward for the future.

Right?

Which it's not your typical federal funds.

Right?

So it's not a deal-breaker. Again, I'm happy with everything else. I'm excited about coming to Jacksonville Housing Authority, but I do want this to be for consideration in the future.

Because this is the future of public housing authorities, right, to be less reliant on federal funds, to pour more into the clients that we serve every single day by using these nonfederal funds through partnerships, too, as well.

Right?

So I would like for this to be considered. So I'll still have them write it up in the contract as language. You know, you can strike it, but I'm just telling everyone I would really like for this to be considered at least for the future.

CHAIRWOMAN HOROVITZ: Commissioner.

COMMISSIONER REYES: Thank you, Cheron.

So my thoughts on this, Madam Chair,

Page 78

is, very much like Commissioner Shirley, it is a very fundamental departure from what we have been discussing.

We haven't had it for any of the previous CEOs. I do believe in incentivizing hard work. For me, when I mentioned that earlier, it was more on, you know, the fact that we're going to have these metrics and goals for her so that that would be absolutely reflected in a very fair reasonable bonus structure.

So I'm not opposed to having language that talks about the consideration as it pertains to the option the fourth term year, but it's not a commitment.

We can't at this time commit to guaranteeing that, but it's definitely something that the HR Committee and the Governance Committee could discuss, as Commissioner Shirley mentioned.

So I would not be opposed to having that language in there, but with the understanding that it's not a guarantee that it will happen after the three-year term.

CHAIRWOMAN HOROVITZ: Yes. I agree. It lives with HR and governance.

CHAIRWOMAN HOROVITZ: Reece, Adina,

Page 79

can we look to add some language around that?

I don't know why we haven't talked about this yet.

But, is there a conflict?

And I know, if this is the trend -- but it feels like there would be a conflict of interest.

Is there anything to consider there?

MRS. CORBETT: Let's talk that. Oh, I'm sorry. You wanted to talk to the attorney first. Because I can tell you what we do here.

MS. TEODORESCU: There is a lot to consider, and we may even have to go to the State Ethics Commission to discuss some of these things.

CHAIRWOMAN HOROVITZ: Yes. I agree with that. Let's go ahead, Cheron.

MRS. CORBETT: Oh, yes, yes. So the great thing about this is that you have to get HUD's approval, right, for all these deals or any deals that you do.

Right?

And so, at the highest point of getting federal approval -- it's the process we do. So you go through the application. It goes through a procurement process selection, too,

Page 80

as well.

And it has optional language in there, if a developer opts to provide a developer's fee, you know, to the agency, with the understanding that the funds will be reinvested back in programming.

So, again, you know, it is what's happening in the industry all over.

Right?

So, yeah. So -- but, again, you know, I will -- I have language. And my counsel has language. So they'll at least provide it, and I do understand that it's not a guarantee. It may or may not be for the future, but this is really the future.

And there's a lot of new things that are coming out, and, though, the agency hasn't done it before -- but we're going to move into the future. You know, it's the goal. Yeah.

CHAIRWOMAN HOROVITZ: Absolutely.

MRS. CORBETT: My thoughts --

CHAIRWOMAN HOROVITZ: So, are -- go ahead.

COMMISSIONER REYES: I just have --

MRS. CORBETT: -- understand.

COMMISSIONER REYES: -- this would be more

Page 81

for I guess our counsel.
Cheron, I don't know if you know this.
But, does HUD have any --
COMMISSIONER SHIRLEY: Oh, we can't hear you at all.
MRS. CORBETT: I can't hear. Sorry.
COMMISSIONER REYES: -- sorry.
Can you hear me?
I apologize. I turned off my mike.
Do we know if HUD has any type of wording or any recommendation about this?
MRS. CORBETT: Yes. You get approval, too. So I'll -- I'll have everything sent over.
And, again, in Illinois -- I'll say, "throughout the US," it's quite common. I think one of your housing authorities in the State of Florida also has this within their contract, too, as well -- I'm pretty sure.
But, yeah. So it's just -- it's called -- it's additional compensation, and it really focuses on developments that are new, low-income housing projects that are financed through the term of like my agreement.
So, yes. Yeah. I can provide that. That's not a problem, and it's regulatory. Yes.

Page 82

That's not a problem.
COMMISSIONER REYES: I think it would be important for our counsel to have it so that they can make that determination.
COMMISSIONER ROGERS: Uh-huh.
MS. TEODORESCU: (nodded head affirmatively)
MRS. CORBETT: It's the future.
CHAIRWOMAN HOROVITZ: Okay. So we're clear we are exploring this and the language --
MRS. CORBETT: That's good.
CHAIRWOMAN HOROVITZ: -- but we are framing it in a way that we are not committing to doing it.
Because I think this is going to be a couple meetings of discussion. We certainly want to look at other housing authorities, and, you know, we'll have governance and HR working together.
I'm not sure how comfortable I am with it still, but I don't think we need to decide that now. The contract should just be that we're open to exploring additional compensation in the future.
Is that good?
Everyone's comfortable?
COMMISSIONER BROCK: Yes.

Page 83

COMMISSIONER REYES: Yes.
COMMISSIONER ROGERS: Yes.
CHAIRWOMAN HOROVITZ: Okay. So now we're on to --
COMMISSIONER SHIRLEY: Can I add just a tidbit onto that?
CHAIRWOMAN HOROVITZ: -- yes.
COMMISSIONER SHIRLEY: I think we are specifically talking about compensation incentives that are not related to federal funding, and so we just leave it open to that specifically and that language be generalized in that way.
CHAIRWOMAN HOROVITZ: Thank you for that, Commissioner Shirley.
There is some other legal stuff at the end, the, "Miscellaneous," section.
Is there anything else worth discussing in the end there, Cheron?
MRS. CORBETT: No. I think everything else is fine, and, again, I'll have counsel just kind of look at it, you know, the true subject matter expert with that legal background. But, yeah. I think everything else is fine.
CHAIRWOMAN HOROVITZ: Okay. So I think we're going back now to base pay.

Page 84

Who would like to start?
And I do realize that I failed to ever do public comment. So, please don't let me end this meeting before we do.
COMMISSIONER REYES: Well, I mean I think we opened it up to the Chair, and I think we've had a little bit of conversation already on the board.
So, Cheron, where do you stand right now in your --
MRS. CORBETT: I'm -- I'm sorry.
CHAIRWOMAN HOROVITZ: Go ahead.
MRS. CORBETT: Look, I'm excited about, you know, Jacksonville Housing Authority.
Right?
Again, I think that, looking at the contract in its entirety, it looks like all the terms have pretty much been agreed upon, right, and quite a bit of language in here is fair.
I do look at 2.1, right?
Now, even if we cannot finalize this today. Legal looks at it. I guess you can't make any changes is what I'm understanding, as it relates to benefits for myself and family.
Although, this is common in my current contract, right, and, also, industry best

Page 85

practices as it relates to a CEO or at my level that goes into the organization, especially public housing authorities.

Now, if that could occur, then this part can be relaxed back to the base salary that's listed here.

But my understanding is that you cannot make any adjustments as it relates to the health benefits, right?

Right now, currently, reaching out to your provider to provide this for myself and my family, correct?

CHAIRWOMAN HOROVITZ: Adina, can you help us understand that better?

MS. TEODORESCU: This is not an issue of the provider. It's an issue of how the cost is covered. Even if we cover it, it's still considered income for tax purposes.

MRS. CORBETT: Yes. I mean I think the next best thing is that -- I mean I can have counsel -- they can -- we can follow-up just on 2.1.

Again, I know there are conversations about what do I currently make.

You know, my professional background, which, you know ...

Page 86

So I think that we can follow-up with 2.1, but, for the majority of the contract, it looks -- it's acceptable.

CHAIRWOMAN HOROVITZ: I think that we need to decide this today to avoid having to come back here. I really want us to leave this room with the framework of an agreement that can be signed, you know, with a couple of --

MRS. CORBETT: So this is more of a decision.

CHAIRWOMAN HOROVITZ: -- yes. This is the board, because our board can't have discussion outside of the sunshine. So we would have to call another meeting.

And I really want to thank everyone for being so committed to this process.

COMMISSIONER SHIRLEY: Commissioner Reyes, if you're talking, we can't hear.

CHAIRWOMAN HOROVITZ: Oh, that's me. My mike died.

MRS. CORBETT: I can't --

COMMISSIONER SHIRLEY: We can't hear you.

CHAIRWOMAN HOROVITZ: -- oh, it was so good, too.

(People laughed.)

CHAIRMAN HOROVITZ: I'm sorry. Thank you.

Page 87

That was me. Sorry.

So we actually do need to decide on the base salary today to avoid having to all get back together in the room because of sunshine.

So Commissioner Brock.

COMMISSIONER BROCK: Madam Chair, I don't know if we could find out this.

But, is it possible that we could find out what the cost is for a family plan?

CHAIRWOMAN HOROVITZ: Yeah. We have an estimate.

Can we share that?

MRS. CORBETT: A PPO plan?

MS. ST. CLAIR: Do you want me to pull it up?

MRS. CORBETT: Yes.

MS. ST. CLAIR: Stand by. I'm sorry.

CHAIRWOMAN HOROVITZ: I have the email that you sent.

Do you want to share that?

MS. ST. CLAIR: Yes. Thank you. I'm just trying to find it. Okay. So what we have for, you know, a PPO -- the insurance would cost the employee for her family for the year 8,447.92 for health.

COMMISSIONER BROCK: 8,000- --

Page 88

MS. ST. CLAIR: -447 -- 8,447.92 for health plus dental, which is 62.74 per pay period. For 24 months, it's 1505.76. For a total for the year would be 8,447.92.

CHAIRWOMAN HOROVITZ: So the total of the two together is 9953.

MS. ST. CLAIR: Yes. That's the total out-of-pocket costs for the employee for the year would be $9,953.68.

CHAIRWOMAN HOROVITZ: Which is how we got to the 10- where we started.

MRS. CORBETT: Okay. Vision is a part of that to, as well, just to make sure?

MS. ST. CLAIR: Vision is not included here. What we have is health and dental, just for the example.

MRS. CORBETT: Vision would need to be --

MS. MIXON-PHILLIPS: It's minimal.

MS. ST. CLAIR: And that's minimal. Yes.

CHAIRWOMAN HOROVITZ: Thank you.

COMMISSIONER BROCK: Thank you, Ms. Julie. Thank you, Madam Chair.

CHAIRWOMAN HOROVITZ: Well, I'll start. I think that we offer 290,000 as base salary. So we're negotiating here.

Page 89

Cheron, how do you feel about 290- for base pay?

MRS. CORBETT: You are reducing it to 290-, and then you're looking to add in this medical amount?

CHAIRWOMAN HOROVITZ: Yes. So understanding that our premiums are going to cost your family about 10,000. So I'd be willing to say then we add that to the 290- to get you to 300-.

MRS. CORBETT: I think what's interesting here is that, again, you know -- and I'll go back to incentive pay.

Right?

So, in my contract, I get 12 percent for incentives. So these are things that, you know, for me, I'm willing to walk away.

And, if you're able to kind of like follow some of the track records and things that we're doing, we're doing a lot of deals that's bringing in nonfederal funds.

Right?

And so -- multimillion dollar deals to be exact. So I believe base -- we keep it at 300-, and then we add in that 10,000.

I think that right now we're down to a

Page 90

Delta of $10,000, right?

And, again, you know, it's my family. We have a little one, too, as well. I want to make sure that there is no financial burden for us as it relates to us, you know, selling our home here, getting down there, having the proper insurance that's in place, too, as well, having appropriate housing and so forth, too.

So I do want to stick with the 300- base and add that 10,000 to that, and I believe that that's fair. And, again, I'm walking away from incentive pay here, which is huge here.

CHAIRWOMAN HOROVITZ: Go ahead, Commissioner Shirley.

COMMISSIONER SHIRLEY: I'm trying to collectively consider Mrs. Corbett's comments when we are still at a disadvantage of information that allows us to properly assess those things that you're wanting consideration for.

We don't know your current base salary. We don't know what you've been able to obtain from incentives that then make up a total salary collection, and yet we're being asked to start from a point that considers those things to keep you whole.

Page 91

And I just -- I don't feel that we can make that type of decision without having apples to apples to compare.

MRS. CORBETT: But you wouldn't have apples to apples to compare, and, again, the State of Illinois from Florida. And, again, I speak heavily for the State of Illinois.

We have key critical protection rights as it relates to our salaries for reasons of, "Well, we don't think you -- if you make a salary of 20,000, right, today, right, and there is a company that is willing to pay -- hypothetically speaking -- 40- to 50- -- well, you only made 20-. So we're just going to pay you 25-."

And this is why we have these rights of protections as it relates to employment here. Again, it's a --

COMMISSIONER SHIRLEY: If you may, I wasn't finished with my statement.

MRS. CORBETT: -- I'm sorry. My apologies. Yeah.

COMMISSIONER SHIRLEY: And I'm glad you interjected that. When I say, "apples to apples to compare," I'm talking to base numbers. We don't have base numbers to say that 310-

Page 92

is comparable to your collection of pay versus, you know, something different.

And so, given that and then also given the fact that we only got to that amount in error -- there was an error in the interpretation of a contract. That is the only reason why we went outside of the cap that we established early on in our process.

Had it not been for that error, this number would not even be a consideration at this time to this level.

And so I'm just saying that I don't know how we make a decision given that fact as well as not having some of the additional information that has been requested by Commissioner Rogers and others that have asked about base pay or compensation pay received so that we understand how everything in totality is being considered to get to this final point.

So that's just my taking from this conversation and what we're needing to get to. We're not level in being able to make a decision beyond the decision point that we made in getting to the salary range to begin with.

And so, at this time, I support what is on

Page 93

the table as a max payout of -- max salary of 300,000, which is 290- base pay plus the 10,000 medical incentive for medical insurance.

CHAIRWOMAN HOROVITZ: Yes. Thank you, Commissioner Shirley. I think it's a really good point that we got to that 310- in error, and I can ignore -- to me, it is irrelevant how much Cheron is currently making.

The part that's important is we did have a range that we advertised the role for to go up to 300-. There was a misunderstanding, and that's how we got to covering the premium.

But we went into this, and we started this conversation eyes wide open, you know, what we're willing to do. And I do also feel strongly about staying at that range.

And, going back to Commissioner Reyes' comments around -- you know, these are two different candidates, and, as I said before, the other candidate was also walking away from incentive pay, which is something that I'm still kind of against. And I will need my mind changed on that point.

So the only difference here is we're willing to cover premiums, but we know that up-front.

Page 94

But the base salary -- the initial offer is a little lower, because these are two different candidates with two different sets of qualifications.

Cheron is highly credentialed, highly qualified, and I believe will do amazing things here. But that national exposure -- that's a very different -- that's not apples to apples.

Again, I'd hate to lose someone over 10,000, but I think it's important to start with the 290- and be willing to cover the premiums to take you to the 3-.

MRS. CORBETT: So help me understand the -- so, when you're looking to drop it to 290-, that means the performance compensation that would have been potentially maybe 10 percent would be dropped, too, as well, to a much lower amount, correct?

CHAIRWOMAN HOROVITZ: No. We're willing to base the performance on the 300-. I believe that's in there.

COMMISSIONER REYES: Yes. It is.

CHAIRWOMAN HOROVITZ: And also the contributions to the retirement plan would be based on the higher salary. I mean there are

Page 95

like kind of trickle down benefits to having the higher base, and then we don't have the exposure of rising premiums, because that's been coming out of your pay pretax.

MRS. CORBETT: Let me just take 1 second, please.

CHAIRWOMAN HOROVITZ: Uh-huh.

Commissioner Brock, you had a question or a comment.

COMMISSIONER BROCK: Yeah. I had a comment, Madam Chair, to our committee that we had put together for our CEO search, and I truly believe that Commissioner Reyes and our current Interim CEO and Ms. Julie, our HR manager -- I truly believe that y'all did an excellent job. And I believe that you did tell all of the candidates what our base -- you know, what our salary was that we were offering.

COMMISSIONER REYES: Yes.

COMMISSIONER BROCK: So this is why I'm so puzzled, Madam Chair, even to the other candidate, that they didn't ask these questions, you know, to y'all when y'all were doing the interview to get to this point.

Because that would have been the exact time

Page 96

to ask those particular questions, and, to confirm that, you know, "This is where we're at, and this is where we're going to stop."

You know, and that's strange to me that, you know, they did not hit that head-on, especially, you know, just like our candidate here.

She has an excellent portfolio, and I'm just surprised that those things wasn't asked of y'all in the -- in the interviews.

CHAIRWOMAN HOROVITZ: I have had those same thoughts. I don't know if it's productive to talk about that at this point. This is where we are.

But, yes. We did advertise a range, and every candidate should have fully understood that.

Commissioner Rogers.

COMMISSIONER ROGERS: Madam Chair, what I would add to this conversation is this. I was not comfortable at the 310- with the last candidate.

COMMISSIONER BROCK: No.

COMMISSIONER ROGERS: I supported that based on the information that was brought to this board with the misunderstanding.

Page 97

There was a range, and the transparency to the public must be we advertised for 250- to 300-. I am comfortable -- and I hope that this amazing candidate doesn't walk away based on that -- that, if the base is 290- and we add an additional 300- (sic) --

CHAIRWOMAN HOROVITZ: 10- to get to 300-.

MRS. CORBETT: Oh, are you adding 300-?

No. I'm just kidding.

COMMISSIONER ROGERS: -- to 300- that we would revisit in the future years.

I think that's how we got there. I think the community and those who are listening should understand that, because that was a misunderstanding. And that is what was brought to this board with the previous candidate that caused an emergency meeting.

CHAIRWOMAN HOROVITZ: Yeah. I wasn't comfortable either. I brought it to you. So I'm right there with you.

COMMISSIONER ROGERS: Yeah. So I wasn't comfortable with the 310-. I tell you walking in hearing the 310-, I would have said the same thing I said to the --

MRS. CORBETT: Do you mind if I take just a

Page 98

second just to call my husband?

Because we just need -- we'd like to -- you know, if I can have like just a minute, if possible --

CHAIRWOMAN HOROVITZ: No. Absolutely.

MRS. CORBETT: -- in a live meeting if that's okay.

CHAIRWOMAN HOROVITZ: Yes.

MRS. CORBETT: All right. So I just need to confirm.

CHAIRWOMAN HOROVITZ: Sure. Absolutely.

MRS. CORBETT: You know, we have these conversations.

And, again, I just really want to just thank everyone just for taking the time just to have these discussions with me.

I do understand transparency in regards to the advertisement of it, and I think it's also helpful to know that it was most definitely an error, too, as well.

So -- but allow me to just call my husband really quickly, and I'll just pop back online.

CHAIRWOMAN HOROVITZ: Take whatever time you need.

MRS. CORBETT: All right.

Page 99

(A recess was taken.)

(The recess concluded.)

CHAIRWOMAN HOROVITZ: Okay. We're back.

MS. MORRIS: We got the volume turned way down because of that static.

CHAIRWOMAN HOROVITZ: So they can't hear us?

MS. MORRIS: We can't hear them.

CHAIRWOMAN HOROVITZ: Oh, okay. We're still pausing.

MS. MORRIS: I don't know where that static is coming from.

MS. MIXON-PHILLIPS: What happens if you mute everybody but her?

MS. MORRIS: Everybody is muted.

CHAIRWOMAN HOROVITZ: Do you want to try turning it on, again, or ...

Well, what if we turn this one off?

Isn't there noise coming out of this one -- or sound (referred to speaker)?

MS. MORRIS: Hang on just a minute. Yes. Everybody is muted but her, and I turned all of the sound down.

MRS. CORBETT: Can you hear me?

CHAIRWOMAN HOROVITZ: Yes. We're good.

MRS. CORBETT: Well, whenever you're ready.

Page 100

CHAIRWOMAN HOROVITZ: I think that we're good now.

Commissioner Shirley, can you hear us?

MS. MORRIS: Hang on a minute. Okay. Now go.

CHAIRWOMAN HOROVITZ: Can you hear us?

MRS. CORBETT: Yes.

CHAIRWOMAN HOROVITZ: Okay. We're all set. Thank you.

MRS. CORBETT: Yes. So, again, I really want to thank you, and thank you to the recruiter, too, as well, the agency and the public for listening in on today.

I spoke with my husband. Yes. I just wanted to say, "Yes, at the base salary with the insurance amount for the total to be at 300,000, not 310-."

Okay?

And I do understand you-all -- you had a max, right?

You had a range. But I'm grateful just really for the opportunity, and most importantly I just look forward to coming down there to Jacksonville and joining the Jacksonville Housing Authority. So I do accept what we basically

Page 101

outlined, including this base salary, and I'll still have counsel just to kind of look at any language or anything in the key areas that we had discussed.

Are there any questions for me?

CHAIRWOMAN HOROVITZ: Well, I'd just like to say, "Thank you. We are just so excited."

MRS. CORBETT: I'm excited.

CHAIRWOMAN HOROVITZ: This is incredible. I'm just so excited for this agency, for this community and just know that you're going to do great things.

Thank you for your willingness to move your whole family here and become a part of this community, and I just can't wait to see you in action.

So I'm really glad that we're here. I'm sure everyone else at the table wants to say something.

COMMISSIONER REYES: Cheron, this is Andrea, having met you from the very beginning and interviewed you multiple times, I am very excited to --

(There is static in the room.)

COMMISSIONER REYES: -- I personally am very

Page 102

excited to see what --

COMMISSIONER SHIRLEY: We're losing the audio online.

COMMISSIONER REYES: -- okay. We're having some tech issues here. Sorry.

CHAIRWOMAN HOROVITZ: Can you mute that person?

UNIDENTIFIED MALE: Whoever is the guest, they need to mute themselves.

CHAIRWOMAN HOROVITZ: Yes.

MS. MORRIS: I got them.

CHAIRWOMAN HOROVITZ: I think we're good. Commissioner Reyes.

COMMISSIONER REYES: One of the things that I loved about you in your interview is your energy. You have, you know, an infectious laughter, and you have great energy.

And I think our agency is in need of that, and so, aside from all the wonderful things that you've already done in your career, I'm really excited to see the growth that you're going to take on here. So thank you for accepting, and we're excited to see you soon.

MRS. CORBETT: Thank you.

COMMISSIONER ROGERS: This is exciting,

Page 103

and congratulations. And thank you for accepting this challenge. I, too, as Commissioner Reyes indicated, am excited about your enthusiasm in coming to the Jacksonville Housing Authority here in Duuuvvvaaalll (referred to a custom started in Jacksonville with the Jaguars).

So you got to get that right when you get here, right?

MRS. CORBETT: You-all are in good hands guaranteed.

COMMISSIONER ROGERS: So we look forward to working with you, and thank you, again.

MRS. CORBETT: Thank you. I look forward to working with you, as well.

CHAIRWOMAN HOROVITZ: Yes. Commissioner Brock.

COMMISSIONER BROCK: Thank you, Madam Chair.

Thank you so much for accepting our offer, and, just as my colleagues already said, we're very excited about it. We're looking forward for you to come.

And, as Commissioner Rogers said, you got to say, "Duuuvvvaaalll."

CHAIRWOMAN HOROVITZ: And you want to hold the, "uuu."

Page 104

COMMISSIONER REYES: We'll send you some videos so you can practice.

CHAIRWOMAN HOROVITZ: And, if you want to be a Gator fan, while you're at it --

(People laughed.)

MRS. CORBETT: I'm loving this already.

COMMISSIONER SHIRLEY: I would like to say, Mrs. Corbett, number one, I think you exemplified a great level of grace by showing your passion and your proficiency in this space.

And so I thank you for those characteristics that you're bringing. That's going to be fundemental in how we grow this organization.

I think I'm one of the few with government affordable housing background. So you have a champion in me for pushing our organization forward with all of my commissioners behind me. And that's astounding on our affordable housing opportunities, as well as maximizing opportunities for our tenants.

And I thank you for understanding our position of being this fiduciary space to do what's best for our tenants, our organization, but also trying to do what's best for our relationship with you, as well.

Page 105

So thank you for allowing us to go through this challenging process, but, with that, I think it means being willing to compromise and see one another for our intent. And I appreciate that.

So I just say, "Thank you, and it's going to be a pleasure working with you. And we welcome you with open arms."

MRS. CORBETT: You guys are messing up my mascara.

(People laughed.)

CHAIRWOMAN HOROVITZ: All right. Do we have any legal cleanup?

Do we have anymore motions?

MR. WILSON: I think we'd be looking for a motion for the Office of General Counsel to prepare an Employment Agreement incorporating the terms agreed to today, and any other terms that do not increase the financial impact to JHA and authorizing you, as the Board Chair, to execute.

COMMISSIONER REYES: I move.

COMMISSIONER BROCK: I second.

CHAIRWOMAN HOROVITZ: All in favor?

COMMISSIONER BROCK: Aye.

COMMISSIONER REYES: Aye.

Page 106

CHAIRWOMAN HOROVITZ: Aye.

COMMISSIONER SHIRLEY: Aye.

CHAIRWOMAN HOROVITZ: Was there a mistake in that?

Commissioner Rogers is giving me that goofy look.

COMMISSIONER ROGERS: No.

(People laughed.)

COMMISSIONER ROGERS: I agree to it, but I thought we had to -- because he's counsel. So counsel can't make a motion.

COMMISSIONER REYES: Do you want me to repeat that whole motion?

COMMISSIONER ROGERS: No, no, no. She moved it.

CHAIRWOMAN HOROVITZ: We all voted all in favor.

All right. Is there any public comment in the room or online?

(no response)

CHAIRWOMAN HOROVITZ: Is there any online?

MS. MORRIS: No.

CHAIRWOMAN HOROVITZ: Excellent. I don't believe we have any other business to discuss; is that right?

Page 107

(no response)

CHAIRWOMAN HOROVITZ: Again, this is an incredibly exciting time for this agency. I am so -- I mean I knew that 2025 was going to be incredible, and it is just off to such a great start.

Cheron, thank you for joining us on this journey. I'm so excited to be on this journey with you.

Was there --

COMMISSIONER REYES: The meeting calendar.

COMMISSIONER BROCK: Oh.

CHAIRWOMAN HOROVITZ: -- oh, I actually do have a comment. Thank you so much.

Oh, Cheron, you'll see something from the Office of General Counsel shortly.

MRS. CORBETT: Okay.

CHAIRWOMAN HOROVITZ: While we're all here together --

MRS. CORBETT: Do you want me to drop off now?

CHAIRWOMAN HOROVITZ: -- you're welcome to. Thank you so much, and we're just so excited.

MRS. CORBETT: Thank you-all.

CHAIRWOMAN HOROVITZ: Thank you, thank you,

Page 108

thank you.

Commissioner Rogers, the next board meeting I'll have to be out of town, and I'll need you, as Vice-chair, to lead that meeting.

Is that all right?

COMMISSIONER ROGERS: That's fine.

CHAIRWOMAN HOROVITZ: We have a number of committee meetings in between now and then, and I'll be online. And I hope they'll have a quorum with you.

COMMISSIONER BROCK: Also --

CHAIRWOMAN HOROVITZ: What is the calendar?

COMMISSIONER BROCK: -- also, Madam Chair, thank you so much, Ms. Phillips, for the calendar, but there are going to be some corrections on it.

Resident Relations Committee Meeting is every other month. So we're doing one in January. There would not be one in February, but the March meeting is supposed to be on the 21st of March.

CHAIRWOMAN HOROVITZ: Commissioner Brock, will you mark that up and give it to her so that she can recirculate it?

COMMISSIONER BROCK: Yes. I have it. Yeah. Okay. I didn't know if you wanted to, because Commissioner Reyes had raised it up.

Page 109

CHAIRWOMAN HOROVITZ: No. It's a good point.
COMMISSIONER BROCK: Okay. That's fine.
CHAIRWOMAN HOROVITZ: And, also, for everyone to mark on their calendars -- we are looking to have an all employee town hall, and Ms. Phillips will send those details.
We were going to wait until the CEO started, but knowing that that's not going to be until March or April, we thought it was important to start the year with an all employee town hall. And we'll look to do those quarterly, which should be exciting.
COMMISSIONER REYES: And then, are we also going to plan, once we have a start date -- we're going to do a town hall with the new CEO and invite the city, as well?
CHAIRWOMAN HOROVITZ: Yes. We'll be looking to do a road show --
COMMISSIONER REYES: Perfect.
CHAIRWOMAN HOROVITZ: -- to introduce her to everybody.
Commissioner Shirley, thank you for all your great thoughts.
Anything before we close the Teams?

Page 110

COMMISSIONER SHIRLEY: No. Just looking forward to our first Governance Committee Meeting on the 17th, and anyone who wants to join in the fun I look forward to seeing you then.
CHAIRWOMAN HOROVITZ: Thank you.
COMMISSIONER REYES: And I will actually be out of town for a work conference on the 17th, but I'm very sad I'm going to be missing the Governance Committee, Commissioner Shirley. But I'm very excited and have full faith in your wonderful ability. So I'm looking forward to seeing the minutes on that.
CHAIRWOMAN HOROVITZ: Actually, ahead of that meeting, do we have a list of all of our policies?
As I'm like working on things, I'm like, "Do we have a policy on that?"
"Like we should have a policy on that."
Like, do we have a catalog of where all our policies are?
MS. MIXON-PHILLIPS: We do, and I will make sure that they are available.
CHAIRWOMAN HOROVITZ: That would be helpful. Yes. Thank you so much.
COMMISSIONER ROGERS: Yes. Thank you.
CHAIRWOMAN HOROVITZ: Excellent.

Page 111

All right. If there is nothing else, we are adjourned.
Thank you-all.
COMMISSIONER SHIRLEY: Thank you, everyone.
CHAIRWOMAN HOROVITZ: Thank you.
(Whereupon, the proceedings in the above-titled cause concluded at 11:10 a.m.)

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Page 112

C E R T I F I C A T E

STATE OF FLORIDA)
COUNTY OF DUVAL)

I, Carol DeBee Martin, Certified Court Reporter and Notary Public, certify that I was authorized to and did stenographically report to the best of my ability the foregoing proceedings and that the transcript is a true and complete record of my stenographic notes.

Dated this 28th day of January, 2025.



Carol DeBee Martin
Notary Public State of Florida
My Commission: HH 588635
Expires: 12-29-2028