

MEMORANDUM

FROM: GROVER C. ROBINSON, IV, MAYOR

TO: LYSIA H. BOWLING, CITY ATTORNEY

RE: CITY ATTORNEY TRANSITION

DATE: December 14, 2018

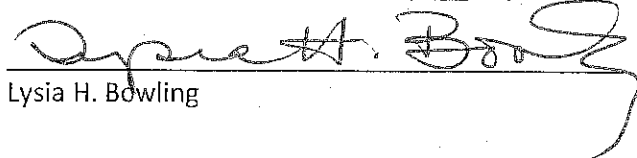
The purpose of this memorandum is to document and implement the issues we have discussed recently pertaining to your transition from the position of City Attorney and acceptance of a position as Contract & Lease Counsel.

Your contract as City Attorney will be voluntarily terminated by your acceptance of the position of Contract & Lease Counsel, effective January 11, 2019, as acknowledged by your acceptance and execution of this agreement below. Your current contract entitles you to severance compensation in the amount of 120 days pay. That amount is \$53,213.33. In addition, your contract entitles you to payment for your 500 hours of accumulated PTO leave, in the amount of \$38,375, for a total termination compensation amount of \$91,588.33. Your accumulated PTO benefit will be paid out first in a biweekly amount calculated so that your payment and your Contract & Lease compensation will equal your current biweekly compensation as City Attorney. After your PTO has been fully paid out to you, the severance benefit will be paid out to you in biweekly payments in a gross amount calculated to equal your current bi-weekly compensation as City Attorney. In the event that you cease city employment prior to completing the payout, you will be paid the balance due to you upon your leaving city employment.

Effective January 14, 2019, you will commence employment as the Contract & Lease Counsel, working in the Financial Services Department under the supervision of the Chief Financial Officer. The responsibilities, title, location and supervision of this position may change in the future, and I expect the City Attorney to have significant input in determining the structure and staffing of the City Attorney's office and legal resources of the City. You will be compensated at the rate of \$102,460.80 per annum, payable biweekly, with the benefits currently provided to the incumbent employee; however, the City will not provide you with another severance benefit additional to the benefit which the City is providing to you through your current City Attorney contract.

I trust that you will find the course of action proposed here to be of benefit to you and if so, please acknowledge and execute your agreement to it.

Acknowledged and accepted this 17th day of December, 2018.


Lysia H. Bowling