

August 20, 2019

Dear Avondale Estates Citizens,

The reason for my letter is simple. I understand that there is somewhat of a misunderstanding regarding the severance package Clai Brown received when he resigned from his employment with the city in 2017. As I was on the Board of Mayor and Commissioners (BOMC) when this part of his contract was originally voted upon in 2015, I simply want to provide some institutional memory on this process and how this severance package came to be.

Background

In February 2015, as is customary, the BOMC conducted Clai's annual review to assess his ongoing employment with the city and his performance in that role. This was conducted at a meeting in Executive Session, meaning not public. Executive Sessions are legislatively allowed for governing bodies to conduct certain business that, for a specified set of issues, should not be made public. Examples of topics appropriate for Executive Session are pending litigation and issues surrounding city personnel. Thus, this meeting was attended by only the BOMC and Clai (for part, not all or even most). The BOMC at that time was myself, Acting Mayor Terry Giager, and fellow commissioners Randy Beebe and John Quinn.

During our 2015 session reviewing Clai's performance, the BOMC found - as I understand most if not all Boards reviewing Clai's performance found year after year - that his performance as City Manager was exemplary. We gave him a 5% raise. However, it was discussed at this meeting that Clai's overall compensation package put him, surprisingly, about last of all city manager packages we reviewed, when comparing compensation offered. Some cities offered bonuses, "company" cars, retirement matching, etc. At our city's size and with a responsible budget in mind, Avondale could not offer those perks. Although his salary was well within the competitive range, we wanted to be able to provide a valuable employee, arguably paid less overall than his peers, another valuable benefit. The 12-month severance package was proposed. We all agreed it was an item of value that we wanted to add to Clai's contract, without question.

Beyond giving his compensation package another benefit, we also wanted to address another fact-of-life for a City Manager. While the City Manager is employed by the city, he or she works closely with the BOMC. Per City Charter, the BOMC is explicitly not to interfere in the day-to-day runnings of the city. However, while designed to run parallel in many ways to the BOMC, the role of City Manager is not exempt from possible political intersection or even, unfortunately, interference (intentional or not). As such, we wanted to provide Clai an avenue for fair compensation in the event he was terminated by any future BOMC, or also even in the event he resigned, knowing he had no plans to do so save irreconcilable differences with a future BOMC. These differences can occur despite the best intentions of all involved, as again, we are dealing with the intersection of city business and politics. The severance package was honestly not an item of great debate at all, as again, we all agreed and saw its value. It was reviewed and signed by Bob Wilson, City Attorney, approved by the BOMC and signed by Terry Giager, Acting Mayor.

As to the misunderstandings about his employment contract

First, I understand that there has been speculation regarding Clai's severance package. As stated above, this was born of his annual review and simply placed in his contract to make his overall compensation package as competitive as possible. He always was, year after year, a fantastic city manager, and I am aware of no Board, not the one I served on, not before or after me, that did not give him an annual raise. We only wanted to provide the best possible compensation for an employee that continually gave his best as well. (As an aside, I am oth-

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erwise professionally aware of six-to-twelve month severance packages. Thus, while a year's severance may be argued to be generous, it is certainly not an anomaly.)

Second, I have also heard it suggested that Clai should have turned this severance package down. I don't find it realistic or reasonable to ask a person to turn down an earned facet of employment. However, that being said, I can report that while Clai could have utilized city-provided health insurance, he declined to do so. Clai declined utilizing the provided medical insurance for himself or his family and purchased it himself, as he reported he did not feel comfortable taking this benefit when all employees of the city were not able to do so. He declined utilizing the provided medical insurance for himself and his family. This may be verified with the city financial officer.

Third, I understand that there may be some public confusion as to what the current Mayor and Board knew or did not know about this severance package. I respect the current BOMC, know several of them, and wish them all continued success in their roles. But again, as they were not on the BOMC when this severance package came to be, I feel the need to speak up as they may not know the origination of this item to Clai's contract.

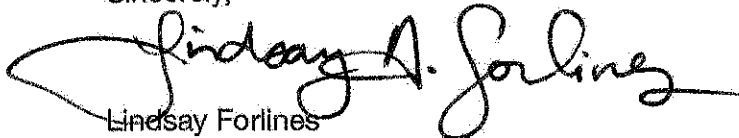
As would have occurred every year, Clai's contract containing the severance package was voted on twice by the current Mayor and those commissioners on the board at that time, both in 2016 and 2017, when his performance was up for annual review.

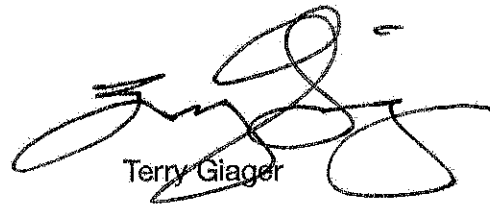
Put simply, this severance package is part of the contract that they would have reviewed in order to vote upon it and make any desired changes. As such, I cannot understand the suggestion that the current Board was unaware of this severance package. If that was the case, that would mean that they twice voted, two years in a row, to increase his salary without having read the contract underlying that salary increase and detailing his overall compensation package. Voting on a contract without having read or reviewed that same contract is not something that I can believe this Board, or any Board, would do.

I thank you for reading or listening to my words, and hope they have been helpful in some way. City business and city politics can be delicate, but I feel we need to speak plainly when dealing with matters of importance, and thus, I wanted to share my thoughts. I will not be voting in the upcoming Mayoral race, as I am not currently an Avondale Estates resident.

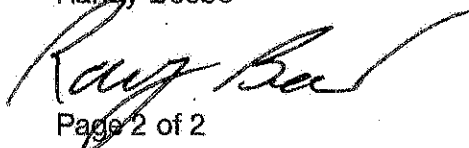
Again, I simply felt it important to speak up on this issue, share the events as they occurred to the best of my personal knowledge and recollection, and especially in light of what a person of integrity I know Clai to be.

Sincerely,


Lindsay Forlines


Terry Giager

Randy Beebe


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John Quinn

Conan,
