



CITY COUNCIL MEETING & PUBLIC HEARING MAY 31, 2022

ALPHARETTA CITY HALL
COUNCIL CHAMBERS
2 PARK PLAZA
12:00 PM

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE TO THE FLAG
- IV. NEW BUSINESS
 - A. Appointment of Christopher J. Lagerbloom as City Administrator, effective August 8, 2022.
- V. PUBLIC COMMENT
- VI. REPORTS
- VII. ADJOURNMENT

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT, entered into this 31st day of May, 2022, is by and between the City of Alpharetta, a Georgia municipality, ("CITY"), and Christopher J. Lagerbloom, an individual, (hereinafter "Christopher J. Lagerbloom" or "City Administrator") (collectively, "Parties").

WHEREAS, by Motion, adopted May 31, 2022, the City Council of the City of Alpharetta, Georgia, appointed Christopher J. Lagerbloom as City Administrator, effective August 8, 2022;

WHEREAS, CITY desires to retain the services of Christopher J. Lagerbloom as City Administrator for the CITY. CITY is empowered to execute this Employment Contract, as provided by the Charter of the CITY; and

WHEREAS, it is the desire of CITY to provide certain benefits, establish certain conditions of employment, and to prescribe working conditions of the City Administrator;

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Employment Contract and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, CITY and Christopher J. Lagerbloom agree as follows:

1. DUTIES

CITY agrees to employ Christopher J. Lagerbloom as City Administrator of the City of Alpharetta, Georgia, to perform the functions and duties as are set forth in the CITY's Charter, ordinances, regulations, rules, policies, and standards, associated with the office, and to perform other legally required duties and functions as CITY shall direct from time to time. City Administrator agrees to perform all such functions and duties faithfully, competently, professionally, and promptly to the best of City Administrator's ability.

2. TERM

This agreement shall be in full force and effect from August 8, 2022, until terminated by CITY or City Administrator, as provided in Section 4 of this Employment Contract.

3. SUSPENSION

CITY may suspend City Administrator for cause with or without full pay and benefits at any time during the term of this Employment Contract. For purposes of this Employment Contract, cause shall mean nonfeasance, malfeasance, violation of the ICMA Code of ethical conduct, insubordination, illegal drug use, or any formal accusation, indictment, plea, plea of no contest, or conviction for criminal conduct, excepting only minor traffic offenses. The CITY may suspend City Administrator without cause with full pay and benefits at any time during the term of this Employment Contract.

4. TERMINATION OR RESIGNATION

(A) Except as provided in Section 4(B), this Employment Contract may be terminated by the CITY upon sixty (60) days' notice to City Administrator, which notice shall specify the effective date of termination which shall not be less than sixty (60) days from the date said notice is given, unless a shorter period is agreed to by the City Administrator. Any termination of this Employment Contract by the CITY, except under Section 4(B), shall entitle the City Administrator to payment of a lump sum cash severance payment equal to the aggregate salary and benefits for eight (8) weeks in the first year of this Employment Contract, twelve (12) weeks in the second year of this Employment Contract, sixteen (16) weeks in the third year of this Employment Contract, and twenty (20) weeks in the fourth and following years of this Employment Contract.

(B) In the event the CITY has or reasonably believes it has *cause* as defined in Section 3, the CITY may terminate the Employment Contract with such termination to become effective immediately or upon such timeframe as the CITY declares. In such event, the CITY shall not be obligated to pay City Administrator severance pay.

(C) City Administrator may be removed or discharged only by duly adopted Resolution of the City Council, subject to the severance requirements of Section 4(A) as otherwise qualified by Section 4(B). In the event of the City Administrator's removal or discharge, City Administrator shall have no claim against the CITY except for the enforcement of this Employment Contract. City Administrator expressly waives his right to have served upon him a written statement of specific reasons for his removal or discharge and any opportunity for a public hearing before the City Council and further waives his right to reinstatement and his right to sue the CITY or the City Council, except his right to enforce this Employment Contract.

(D) In the event City Administrator intends to voluntarily resign employment with CITY, then City Administrator shall give CITY sixty (60) days' written notice in advance, unless a shorter period is agreed to by the CITY. Said notice shall be given in accordance with Section 17 of this Employment Contract.

5. SALARY

(A) CITY agrees to pay the City Administrator, for employment services described in and rendered pursuant to this Employment Contract, an annual base salary of \$250,000.00. City Administrator agrees to accept such annual base salary for his services and CITY agrees that it shall be payable in bi-weekly installments at the same time other CITY employees are paid in accordance with the CITY's pay plan.

(B) In addition, CITY agrees to provide City Administrator such life insurance, disability insurance, and medical/dental insurance as are provided to other full-time CITY employees. Additionally, the City Administrator shall be entitled to the benefit of any across-the-board cost-of-living increases as are provided to full-time employee. For purposes of this Paragraph, and as a means of example only, if the CITY provides all full-time employees a 3% cost-of-living increase, the City Administrator shall be entitled to such increase without an obligation for this Employment Contract to be amended. Further, the CITY may grant merit increases as the CITY deems justified on the basis of

an annual performance review. There shall be no mandatory requirement for an annual performance review.

6. OUTSIDE ACTIVITIES

The employment provided for by this Employment Contract shall be the City Administrator's sole employment. Recognizing that certain outside non-compensated opportunities with the City Administrator's professional associations, local government organizations and other governmental organizations provide indirect benefits to the CITY and the community, the City Administrator may elect to accept such opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his responsibilities under the Employment Contract.

7. HOURS OF WORK

The defined work week for the City Administrator shall be a minimum of forty (40) hours. However, it is recognized and expected that, on occasion, the City Administrator must devote time outside the normal office hours to the business of the CITY, and to that end, City Administrator shall be authorized to establish an appropriate work schedule consistent with the City Administrator's role as the administrative head of the CITY.

8. HOUSING

CITY will provide a housing allowance at a rate of \$3,000 per month for up to ten (10) months beginning August 2022 and will cover reasonable relocation expenses so long as relocation expenses are the lowest of no less than three bids/proposals. All bids/proposals shall be provided to the CITY.

9. AUTOMOBILE

City Administrator will receive payment of a car allowance at a rate of \$800.00 per month. City Administrator shall be solely responsible for owning or leasing or otherwise legally possessing an automobile for his use, obtaining, and paying the premiums for liability, property damage, and comprehensive insurance, and the expenses of operation, maintenance, repair, and regular replacement of City Administrator's personal automobile.

10. ELECTRONICS

CITY shall provide City Administrator with a cell phone or smartphone, ipad, and computer for purposes of City Administrator performing his duties. City Administrator may use the cell phone or smartphone for reasonable personal matters, provided that the personal use does not result in unreasonable cost to the City. City Administrator understands and agrees that utilization of CITY provided electronics subjects such usage to the Open Records Act.

11. PAID TIME OFF (PTO)

City Administrator shall begin employment with eighty hours of Paid Time Off and will

accrue PTO at a rate of 16 hours per month. City Administrator can sell back up to 120 hours on employee's anniversary date.

12. RETIREMENT

Subject to all applicable laws, ordinances, rules, regulations, and policies currently in effect or as subsequently enacted, promulgated, amended, or revised, City Administrator participate in the CITY's Section 401(a) defined contribution plan during the time this Employment Contract is in effect. The City will contribute 20% of City Administrator's annual salary to the City Administrator's Section 401(a) in biweekly equal installments. In addition, City Administrator may participate in a deferred compensation (Section 457) plan that may be established and maintained by the CITY by contributing City Administrator's funds via payroll deduction in accordance with and to the extent allowed by such plan and applicable laws and regulations. The City will match up to 5% in Section 457 plan beginning August 8, 2022.

13. DUES AND SUBSCRIPTIONS

CITY agrees to budget for and to pay therefrom reasonable professional dues and subscriptions of City Administrator necessary for City Administrator's participation in national, state, and local associations and organizations that are necessary and desirable for both City Administrator's continued professional participation, growth, and advancement, and for the good of the CITY.

14. PROFESSIONAL DEVELOPMENT

(A) CITY agrees to budget and to pay therefrom for the travel and subsistence expenses of City Administrator for conferences, short courses, institutes, and seminars that are necessary for both the City Administrator's professional development and for the good of the CITY.

(B) The foregoing expenses shall be paid as prescribed by CITY law, rules, regulations, policy, and standards, and will be afforded to City Administrator to the same extent as such expenses are paid for the highest-level management employees of the CITY and shall be contingent on appropriation of funds.

15. BONDING

CITY shall bear the full cost of any fidelity or other bonds required of the City Administrator under any law or ordinance.

16. OTHER BENEFITS, TERMS AND CONDITIONS OF EMPLOYMENT

(A) CITY, subject to the requirements of the CITY's Charter and ordinances, shall fix any such other terms and conditions of employment as CITY may determine to be desirable or necessary from time to time, relating to the performance of City Administrator, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Employment Contract, the City Charter,

City Code of Ordinances, or any other applicable law.

(B) All provisions of the City Charter, City Code of Ordinances and regulations and rules of the CITY relating to Paid Time Off, holidays, severance pay and other fringe benefits and working conditions, as they now exist or subsequently may be amended, shall also apply to City Administrator as they would to employees of CITY, in addition to the benefits enumerated specifically for the benefit of City Administrator as provided in this Employment Contract.

17. NO REDUCTION OF BENEFITS

CITY shall not at any time during the term of this Employment Contract reduce the salary, compensation, or other financial benefits of City Administrator without written consent of the City Administrator.

18. NOTICES.

Notice pursuant to this Employment Contract may be given by mail, by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

CITY: Mayor Jim Gilvin
City of Alpharetta
2 Park Plaza
Alpharetta, Georgia 30009
(with a copy to the Human Resources Director)

CITY ADMINISTRATOR: Christopher J. Lagerbloom
626 NE 17 Terrace
Fort Lauderdale, Florida 33304

Alternatively, or additionally, any notice required pursuant to this Employment Contract may be personally served. Notice shall be deemed given and effective as of the date and time of personal service, or if mailed, effective as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

19. GENERAL PROVISIONS

(A) The provisions of this Employment Contract constitute the entire agreement between the Parties. No representation or understanding, whether communicated orally or in writing, is or shall be effective unless contained in this Employment Contract.

(B) If any provision, or any portion of a provision contained in this Employment Contract is held unconstitutional, invalid, or unenforceable, by a court of competent jurisdiction, the remainder of this Employment Contract, or such portion of it, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

(C) No alteration, modification or amendment of this Employment Contract shall be effective unless contained in writing and executed between the Parties in a document of equal dignity with this

Employment Contract.

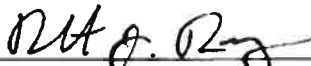
(D) Venue for any lawsuit by either party against the other party or otherwise arising out of this Employment Contract, and for any other legal proceeding, shall be in Fulton County, Georgia, or in the event of federal jurisdiction, in the State of Georgia.

(E) This Employment Contract shall be construed and administered in accordance with Georgia and any other applicable law.

IN WITNESS OF THE FOREGOING, the CITY and Christopher J. Lagerbloom execute this Employment Contract as follows:

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:



Robert J. Regus, City Administrator



Molly Esswein, City Attorney

ATTEST:

CITY OF ALPHARETTA:

Lauren Shapiro, City Clerk

By: _____
Jim Gilvin, Mayor

WITNESSES:

CHRISTOPHER J. LAGERBLOOM

Print Name:

Print Name: