

City of Norcross

65 Lawrenceville Street

Norcross, GA 30071



Meeting Agenda

Monday, August 24, 2026

6:30 PM

2nd Floor Conference Room

Special Called Meeting of the Mayor and Council

Mayor Craig Newton

Mayor Pro Tem Bruce Gaynor

Councilmember Andrew Hixson

Councilmember Josh Bare

Councilmember Matt Myers

Livestream Here:

<https://norcrossga.portal.civicclerk.com/event/793/media>

<https://youtube.com/live/iSmRdZIOukw?feature=share>

A. Call to Order by Mayor Craig Newton

PLEASE SILENCE ALL CELL PHONES AND ELECTRONIC DEVICES

B. Roll Call (recorded)**C. Comments by Citizens****D. Public Hearings****E. Items for Discussion****1. 2026-305: The Appointment of Cheri Hobson-Matthews as City Manager, the approval of a Professional Services Contract, and the approval of the City Manager Employment Contract**

Attachments:

1. Agenda Item - Appointment of Cheri Hobson-Matthews
2. Resolution Appointing City Manager Cheri Hobson-Matthews
3. Professional Services Agreement
4. Employment Contract

F. Adjourn to Executive Session for Legal, Personnel, and Real Estate**G. Signed by _____ Mayor Craig Newton****H. Attest _____ Monique Philip, City Clerk**



Mayor: Craig Newton • Mayor Pro Tem: Bruce Gaynor • Councilmember: Andrew Hixson • Councilmember: Josh Bare
Councilmember: Matt Myers • City Manager: Eric Johnson • City Clerk: Monique Philip

AGENDA REPORT

To: The City of Norcross, Georgia

From: The Mayor and the City Council

Date: August 24, 2026 - Special Called Meeting (SCM)

Re: The Appointment of Cheri Hobson-Matthews as City Manager, the approval of a Professional Services Contract, and the approval of the City Manager Employment Contract

CC: Eric Johnson, City Manager

Recommendation:

- (i) Appoint Cheri Hobson-Matthews as City Manager effective September 11, 2026 at 5:00 PM; to
- (ii) Approve a Professional Services Contract allowing for the Retention of Cheri Hobson-Matthews as a consultant during the Transitional Period; and to
- (iii) Approve the Employment Contract for Cheri Hobson-Matthews for her employment as City Manager.

Background

With the current City Manager retiring on September 11, 2026 at 5:00 PM, the City has engaged in an extensive search for a new City Manager. The Charter vests the Mayor and Council with the authority to appoint a City Manager to serve as the City's chief executive officer. After review of numerous candidates, the City announced Cheri Hobson-Matthews as the City's sole finalist.

The attached resolution formalizes Ms. Hobson-Matthew's appointment as of September 11, 2026 at 5:00 PM and allows the City to enter into the agreements provided below.

The Contract for Professional Services provides for a consulting agreement with Ms. Hobson-Matthews to allow her to provide the Mayor and Council with an efficient transition of the City's leadership and to allow Ms. Hobson-Matthews the opportunity to begin certain short- and long-term priorities.

The Employment Agreement provides for the executive employment agreement for Ms. Hobson-Matthews. It details her salary and benefits, as well as other terms of her employment.

Financial Impact

The costs of the consulting agreement will be paid through contingency.

The costs of the employment agreement will be approximately equivalent to current costs for the position. Any adjustment is expected to be within the contingency built into the City Manager budget.

Consistent with the Comprehensive Plan? (If applicable, please select which goal applies.)

- 2. Continues to Strengthen Norcross as a Livable, Inclusive, and Safe Environment
- 6. Furthers the City's Tradition of Strong Leadership and High Level of Quality Services

Attachments

- 1) Resolution Appointing Cheri Hobson-Matthews
- 2) Professional Services Agreement
- 3) Employment Contract

A RESOLUTION ENTERING INTO A CONSULTING AGREEMENT BETWEEN THE CITY OF NORCROSS, GEORGIA THROUGH ITS MAYOR AND COUNCIL AND CHERI HOBSON-MATTHEWS, APPOINTING A CITY MANAGER EFFECTIVE SEPTEMBER 11, 2026, AND ENTERING INTO AN EMPLOYMENT AGREEMENT WITH CHERI HOBSON-MATTHEWS

The Mayor and City Council of the City of Norcross, Georgia, have considered and hereby adopt the following as a Resolution of said Council:

WHEREAS, Section 2.16 of the Charter for the City of Norcross, Georgia vests the Mayor and Council with all powers of government of the City of Norcross and the power to adopt and provide to the execution of certain resolutions; and

WHEREAS, Section 1.14 of the Charter for the City of Norcross vests the Mayor and Council with the power and authority to enter into contracts with private persons for the benefit of the City, to provide for the health, welfare and safety of the City and its inhabitants, and to enjoy all other powers, functions, rights, privileges and immunities, implied or express, that are necessary or desirable to promote or protect the City; and

WHEREAS, Section 2.29 of the Charter for the City of Norcross vests the Mayor and City Council with the authority to appoint a City Manager and to set her compensation in an employment contract; and

WHEREAS, the current City Manager, having diligently served the City as its chief executive and administrative officer, tendered his notice of resignation effective September 11, 2026; and

WHEREAS, the City has engaged in a thorough and exhaustive search seeking a qualified professional to serve as the City's future City Manager; and

WHEREAS, Cheri Hobson-Matthews, having extensive experience and the necessary skills to serve the City and its citizens, was the sole qualified candidate and was announced as the sole finalist to serve as the City's City Manager; and

WHEREAS, Cheri Hobson-Matthews and the City have negotiated an employment agreement providing for her employment as City Manager effective September 11, 2026 at 5:00 PM or whenever the office is vacated, whichever occurs first;

WHEREAS, to provide for the effective and efficient transition of the City's chief executive and administrator, the Mayor and City Council saw it appropriate to retain Cheri Hobson-Matthews as a consultant during the transitional period prior to her appointment as City Manager so that Ms. Hobson-Matthews has the opportunity to understand the City's existing operations and to effectively and meaningfully develop an executive plan for future operations; and

WHEREAS, the hiring of Ms. Hobson-Matthews as a consultant of the Mayor and City Council is necessary, appropriate, and advances the interests of the City and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORCROSS, GEORGIA, that Cheri Hobson-Matthews shall be **APPOINTED** as the City Manager for the City of Norcross effective September 11, 2026 at 5:00 PM or upon the office being vacated, whichever occurs first; and

BE IT FURTHER RESOLVED that the Mayor and City Council adopts and approves the Employment Agreement attached hereto as “Exhibit 1” and directs that the Mayor execute the same to effectuate the agreement; and

BE IT FURTHER RESOLVED that the Mayor and City Council adopts and approves the Contract for Professional Services retaining Cheri Hobson-Matthews as a consultant pursuant to the Agreement attached hereto as “Exhibit 2”; and, finally,

BE IT RESOLVED that the current City Manager should make available such resources necessary to Cheri Hobson-Matthews in the performance of her role as a consultant to the Mayor and Council and to ensure the effective transition between the executives.

IN WITNESS HEREOF, I have hereunto set my hand and caused this seal to be affixed,

This the ____ day of August, 2026.

Hon. Craig Newton, Mayor

Attest: Monique Philip, City Clerk

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this ___ day of August, 2026 between the City of Norcross, Georgia through its Mayor and Council (hereinafter “Mayor & Council”), with a principal place of business at 65 Lawrenceville Street, Norcross, Georgia and Cheri Hobson-Matthews (hereinafter “Consultant”), with a principal address of [Address].

1. Term.

This Agreement will become effective on August 24, 2026 and will continue in effect until September 11, 2026 or the Consultant’s employment with the City as the City Manager, whichever occurs first.

2. Services.

a. Consultant agrees to perform the following services (hereinafter “Services”) as set forth and defined in the "Scope of Services" specified in detail in Exhibit “A” attached hereto and incorporated herein.

b. Consultant will determine the method, details, and means of performing the Services described in Exhibit “A”. The Mayor & Council may specify only the results desired in regard to the specified Services, but shall not otherwise control the tools or equipment used to provide the Services, the exact nature of the tasks to be performed in association with the services, the order or sequence of such tasks, or the delegation of tasks by the consultant, provided however that the Consultant shall provide the Services in accordance with the conditions provided herein.

c. This agreement does not create an employer/employee relationship. Consultant is and shall remain an independent contractor during the duration of this Agreement. This Agreement shall not be construed as a partnership, and neither party hereto shall be liable for any obligation incurred by the other except as provided elsewhere herein. The Mayor & Council shall not withhold from Consultant's consideration any amounts for taxes or other government related assessments. The Mayor & Council shall not make any premium payments or contributions for any workmen's compensation or unemployment compensation for Consultant unless required by state law. The Consultant will not be treated as an employee with respect to the services performed.

3. Consideration.

a. In consideration for the Services to be performed by Consultant, the Mayor & Council agrees to pay to Consultant \$150 per hour during the term of this agreement. Sums due under this agreement will be paid to the Consultant on a weekly basis.

b. As requested by the Mayor & Council, Consultant shall provide to any member of the Mayor & Council work product, of a form and type requested by the Mayor & Council (e.g., by e-mail or by video- or by in-person conference), providing for recommendations as to process

improvements, transition strategies, the necessity of any strategic investments, and other matters of concern to the City and the City's Mayor & Council.

4. Mutual Obligations.

a. Consultant agrees to devote the time necessary to complete the Services, more fully described in the scope of work as set forth in Exhibit "A", and to the performance of the Services described in this Agreement. Furthermore, Consultant agrees that no such other representation or employment outside of this Agreement shall inhibit or in any way interfere with Consultant's ability to perform the Services described herein.

b. Mayor & Council will supply tools and instruments (e.g. phone line, internet access, office space, a city e-mail address, etc.) required to perform the services under this Agreement, except for those tools and instruments specifically supplied by the Mayor & Council for Consultant's use in performance of services under this Agreement.

c. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Consultant without the prior written consent of Mayor & Council.

d. Consultant understands and agrees that all contracts, forms and correspondence from the office of Mayor & Council pertaining to the services or transaction of business being handled, in whole or in part, by Consultant, are subject to approval by the Mayor & Council and that Consultant shall have no authority to bind, obligate or commit Mayor & Council by any promise or representation, unless specifically authorized by Mayor & Council in writing in a particular transaction.

5. Miscellaneous.

a. Amendments. This Agreement covers the entire understanding of the parties hereto, superseding all prior agreements or understandings relating to any of the subject matters hereof, and no modification or amendments of its terms and conditions shall be effective unless in writing and signed by the parties or their respective duly authorized agents.

b. Headings. This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

c. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall Gender and Number and be deemed to constitute one and the same instrument.

d. This Agreement shall be construed by the actual gender and/or

number of the person, persons, entity, and/or entities referenced herein, regardless of the gender and/or number used in such reference.

e. Severability. If any provision of this Agreement is held to be unenforceable, this Agreement will be considered divisible and inoperative as to such provision to the extent that such provision is unenforceable, with this Agreement to remain in full force and effect in all other respects. If any provision of this Agreement, although unenforceable as written, may be made enforceable by limitation thereof, then such provision will be enforceable to the maximum extent permitted by applicable law.

f. Survival of Representations and Warranties. All representations, warranties, and covenants contained herein shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Mayor & Council.

g. Cooperation. Each party hereby agrees to cooperate with the other parties hereto in every reasonable manner and to the fullest extent reasonably requested by the other, as appropriate, to enable the purposes of this Agreement

h. Presumptions and Interpretation. The parties further agree that should any provision of this Agreement require interpretation or construction, the court, administrative body or other entity interpreting or construing this Agreement shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared the same, it being agreed that all parties and/or their respective attorneys and agents have fully participated in preparation of all provisions of this Agreement. The parties further agree that all matters pertaining to the validity, construction, interpretation, or effect of this Agreement shall be governed by the laws of the State of Georgia.

i. Venue and Jurisdiction. Any legal actions instituted by a party hereto shall be brought in the courts of Gwinnett County, Georgia, and the parties consent to the venue therein and the jurisdiction of those courts over the parties and the subject matter, and waive any defenses with respect to venue and jurisdiction.

j. Survival of Certain Provisions. Except as otherwise expressly provided herein with respect to certain provisions hereof, this Agreement shall continue in effect and survive for an indefinite period notwithstanding the completion of the Consultant's services with the City for any reason. This Agreement is not, however, and shall not be deemed to be, an employment agreement that obligates the Mayor & Council to employ the Consultant.

k. Notices. Any notice or other communication required or permitted under this Agreement shall be sufficiently given if such notice is in writing and

delivered in person or sent by registered or certified mail, postage prepaid, to the following address(es):

If to Mayor & Council:

Mayor Craig Newton
65 Lawrenceville Street
Norcross, Georgia

With a copy to:

William J. Diehl, Esq.
2 Sun Court, Suite 400
Peachtree Corners, Georgia 30092

If to Consultant:

Cheri Hobson-Matthews
[Address]

1. Successors and Assigns; No Waiver. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement represents the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and may be modified, amended or waived only by a separate agreement or writing signed by the parties expressly so modifying, amending or waiving this Agreement; this Agreement supersedes any prior agreement, arrangement or understanding. No failure or delay by any party hereto in exercising any right, power, remedy or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, remedy, power, or privilege.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF NORCROSS, GEORGIA, through its Mayor and Council

_____(signature) _____(date)
Craig Newton
Mayor, City of Norcross, Georgia

CHERI HOBSON-MATTHEWS (“CONSULTANT”)

_____(signature) _____(date)

Cheri Hobson-Matthews

EXHIBIT “A”

SCOPE OF SERVICES

The Consultant shall be responsible for the development of a transition plan for the City of Norcross and for a short- and long-term priority plan for the in-coming City Manager. The plan should provide recommendations as to the transition between City Managers, including any process improvements or investments that might create efficiencies given the change in executive leadership. During the consulting period, an emphasis should be made in understanding the City’s existing infrastructure and processes and building relationship necessary for an effective executive transition.

The plan should provide any short-term priorities (within the first 90-days of the City Manager’s employment) or improvements. Additionally, the Consultant should provide more detailed long-term priorities on one-year and three-year bases. Priorities should be goal-focused with specific metrics the Consultant believes can be accomplished in serving as the new City Manager. Identified priorities should detail the executive actions necessary to achieve the desired outcome.

It is the intent that the Consultant’s work product will serve as a starting point for the City’s discussions concerning performance evaluations and may be used in evaluating performance metrics for future evaluations.

The Consultant will be expected to attend city council meetings during the term of this agreement. The Consultant may meet with stakeholders and will interview department heads and other officials of the City to understand existing issues and projects. The Consultant may confer with elected officials regarding priorities and goals for the effective management of the City’s affairs.

The Consultant will report directly to the Mayor & Council and will receive directions only through an action by council.

The final work product may be delivered through a written report and/or a presentation to the Mayor & Council.

**CITY MANAGER
EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (“Agreement”), made and entered into this ____ day of _____, 2026, by and between the City of Norcross, Georgia, a municipal corporation chartered by the State of Georgia, hereinafter referred to as "**Employer**" or the "**City**" a part of the first part, and Cheri Hobson-Matthews, "**Employee**" as part of the second part, both of whom agree as follows:

WITNESSETH

WHEREAS Employer desires to employ the services of Cheri Hobson-Matthews as City Manager of the City of Norcross; and

WHEREAS the Charter for the City of Norcross provides that the Mayor and Council shall appoint a city manager for an indefinite term and shall set her compensation in an employment contract; and

WHEREAS it is the desire of the Mayor and Council for the City, upon lawful action by the City’s governing body, to retain Employee as city manager and to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS Employee desires to accept employment as City Manager of the City of Norcross, Georgia and

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1: DUTIES AND TERM

1. Employer hereby agrees to employ said Cheri Hobson-Matthews as City Manager of the City of Norcross. The Employee agrees to perform the functions and duties specified in said City of Norcross' Charter (the "**Charter**") (Charter § 2.30) and those in the City’s Code of Ordinances, and to perform other legally permissible and proper duties and functions as the Mayor and Council shall from time-to-time assign.

2. Except as may be provided otherwise by applicable law, regulation, or this Agreement, Employee shall carry out Employer’s lawful policy directives, goals, and objectives, as communicated to Employee by Mayor and Council. The Employee may, in furtherance of the powers granted and obligations imposed upon her by the Charter, present information and recommendations that allow the Mayor and Council to make informed policy decisions that both address immediate needs and anticipate future conditions.

3. The term of this Agreement be from September 11, 2026 at 5:00 PM to August 30, 2029 or any vacancy in the City Manager position, whichever is earlier (the "**Employment Term**"); provided, however, that nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Mayor and Council to terminate the services of Employee at any time

pursuant to Mayor and Council's authority in the Charter, subject only to the provisions set forth in Section 2, paragraphs A and B of this Agreement.

4. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from her position with the Employer, subject only to the provision set forth in Section 3 of this Agreement.

SECTION 2: TERMINATION AND ENTITLEMENT TO SEVERANCE PAY

1. Termination for Convenience by Mayor and Council.

(a) In the event the Employee is terminated by the Mayor and Council during such time that the Employee is willing and able to perform her duties under this Agreement and the Employee is not terminated for "Cause" as is more specifically set forth in Section 2.B., then the Employee is entitled to "Severance Pay", as that term is defined below.

(b) For the purposes of this Agreement, "**Severance Pay**" means six (6) months' salary at the rate of pay earned at the time of termination. Severance Pay earned in accordance with the provisions of this section shall be in addition to any other accrued or guaranteed benefits to which the Employee may be entitled under the personnel policies of the City or the laws of the State of Georgia or the United States of America; however, the Employee shall not gain or accrue any additional benefits as a result of the Severance Pay provided to the Employee.

(c) Severance Pay shall be paid in a lump sum within ten (10) business days of the official termination date.

(d) Unless the Employee's termination is made with Cause, as defined in Section 2.B., the Employee shall be entitled to Severance Pay should she be terminated, asked to resign in lieu of termination, or the position of City Manager is eliminated during the term of this Agreement.

2. Termination for Cause by Mayor and Council. The term "**Cause**" as applicable to the termination of Employee's employment with the City under this Agreement shall refer to the following:

(a) The Employee shall not be entitled to Severance Pay if she is terminated by the Mayor and Council pursuant to the Charter for indictment of a felony offense or a misdemeanor offense of moral turpitude, or for Professional Misconduct, as defined below.

(b) For purposes of this article, the phrase "**Professional Misconduct**" shall include but not be limited to the following offenses:

- i. Willful disregard of a lawful and express directive of the Mayor and Council;

- ii. Refusal to obey reasonable and lawful orders of the Mayor and Council or applicable law;
- iii. Willful neglect of duties;
- iv. Violation of the City Code of Ethics, as it now exists or may hereinafter be amended;

SECTION 3: NOTICE OF VOLUNTARY RESIGNATION

1. Voluntary Termination for the Convenience of Employee – The Employee shall not be entitled to any Severance Pay if the Employee voluntarily resigns her position.
2. In the event that the Employee voluntarily resigns her position with the Employer before expiration of the term of her employment pursuant to this Agreement, then Employee shall give Employer a thirty (30) day's advanced and written notice, unless the parties agree otherwise.

SECTION 4: DISABILITY

1. If Employee is permanently disabled or is otherwise unable to perform duties because of sickness, accident, injury, mental incapacity, or health for a period of four (4) successive weeks beyond any accrued sick leave, Employer shall have the option to terminate this Agreement, and Employee shall be entitled to half of her Severance Pay as defined in Section 2, paragraph A. Such payments shall be made on the terms and conditions applicable Severance Pay in this Agreement.

SECTION 5: SALARY

1. Employer agrees to pay Employee for her services rendered pursuant to this Agreement and the appointment under Charter the sum of TWO-HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$225,000.00) (“**Base Salary**”), payable at the same rate of pay and through the same payroll process as other management employees of the Employer.
2. Employer agrees to an annual review of said base salary and/or benefits of Employee, which may include an increase in salary in such amounts and to such extent as the Mayor and Council may determine is desirable on the basis of such review and as is consistent with the provisions of this Agreement. The salary review shall be conducted in September of each year following the first year during the Employment Term and be considered contemporaneously with the performance evaluation contemplated in Section 6. The Employee may be entitled to receive up to a 5% annual increase but not increase shall be required.
3. In addition to base salary, Employee shall receive the car allowance supplement as set forth in Section 9, below. All supplemental salary shall be payable monthly in Employee's first paycheck of each month.

SECTION 6: PERFORMANCE EVALUATION

1. The Mayor and Council shall confer with the Employee on at least an annual basis regarding job performance and compensation. The first review will take place in September of 2027 and shall occur thereafter in September of each effective year. The Mayor and Council shall provide the Employee with a written job evaluation at the time of her review and shall determine whether any adjustment of the compensation and benefits provided for the City Manager should be made as provided *supra*. At the option of the Mayor and Council, the governing body may define and detail written goals and/or performance indicators that the body determines are indicative or demonstrative of the City's effective operation and in the execution of the Mayor and Council's policy objectives.

2. All goals and objectives shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided. Should the goals, objectives, or their relative priority be unclear to the Employee, it is the obligation to inform the Mayor and Council in writing of any specific area(s) that necessitate clarification.

SECTION 7: HOURS OF WORK AND OUTSIDE ACTIVITIES

1. It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the Employer. To that end, Employee will be allowed to take compensatory time off as she shall deem appropriate during normal office hours provided that Employee may still effectively run the business of the City and that Employee continuing to provide the City with at least forty (40) working hours a week to the City and its administration.

2. Employee shall not spend more than 10 hours per week in teaching, consulting or other non- Employer-connected business without the prior approval of the Mayor and Council.

SECTION 8: RELOCATION ASSISTANCE

1. At any time prior to September 30, 2027, Employee may be entitled to the reimbursement from the City of certain expenses related to her relocation and moving, if Employee relocates her personal residence to any location within a five (5) mile radius from the City limits. Such expenses must be related to relocation expenses, such as moving trucks, packing materials, labor, etc. and the total reimbursable relocation expenses shall not exceed ten-thousand dollars (\$10,000.00). Employee shall provide the City with proof of such expenses upon making such a request.

SECTION 9: AUTOMOBILE ALLOWANCE

1. Employee's duties require use of an automobile at all times during her employment with Employer. Employer shall pay Employee a car allowance of \$500.00 per month in the form of a salary supplement (hereinafter the “**Car Allowance Salary Supplement**”). In the event the Employee is required to travel outside the City for more than seventy-five (75) miles one way from the Norcross City Hall in her official capacity as City Manager, she shall be entitled to mileage reimbursement at the prevailing rate the City provides to other employees.

SECTION 10: VACATION AND SICK LEAVE

1. Employee will be credited one-hundred twenty (120) hours of vacation upon the commencement of her employment. Beginning upon the first anniversary of this Agreement, Employee shall earn subsequent vacation time in an amount equal to one-hundred twenty (120) hours per year. Employee shall accrue and retain such vacation times at the highest rate provided or available to any employee at the City. All accrued, unused vacation hours will be paid on termination of employment.

2. Employee shall be credited with forty (40) hours of sick leave upon commencement of her employment. Employee shall accrue and carry over sick leave at the highest rate provided or available to any employee at the City.

SECTION 11: DISABILITY, RETIREMENT, HEALTH, AND LIFE INSURANCE

1. Employee shall be eligible to receive the same long-term disability insurance benefit as all other general management employees of the City and shall incur such costs, if any, associated with the same.

2. Employee may elect to obtain health, vision, and dental insurance coverage for herself and her family through the City's Medical insurance coverage plans. In such event, Employee shall be entitled to an 80% contribution for her own coverage; her covered family members may receive contributions in the amount of 20% of coverage costs.

3. Employee may elect to participate in the City's Defined Benefits Pension Plan. Employee's contributions to such plan, if elected by Employee during the Employment Term must equal 3% of her then effective salary. Employee shall be vested in receiving such benefits upon Employee having made such contributions for five (5) years.

4. Employee may elect to participate in the City's 457b/401a deferred contribution plan (hereinafter, collectively referred to as “**Employee's 457b/401a Accounts**.” Employee is entitled to receive City contribution matches of up to 3% of employee's base salary to in Employee's 457b/401a Accounts collectively.

5. Employer shall provide Employee with a Life Insurance Policy with benefits equal

to at least two times her annual salary.

SECTION 12: DUES AND SUBSCRIPTIONS

1. Employer agrees to budget for and to pay for professional dues, memberships, and subscriptions of Employee necessary for her continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for her continued professional participation, growth and advancement, and the good of the Employer.

SECTION 13: PROFESSIONAL DEVELOPMENT

1. Employer hereby agrees to budget for and to pay for travel and subsistence expenses of Employee according to the City's travel policy as it applies to all management employees for professional and official travel and meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including, but not limited to, the Georgia Municipal Association, ICMA Annual Conference, Georgia City/County Management Association conferences and such other national, regional, state, and local governmental groups and committees thereof which Employee serves a member.

2. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for her professional development and for the good of the Employer.

SECTION 14: CIVIC CLUB MEMBERSHIP

1. Employer recognizes the desirability of representation in and before local civic and other organizations. Employee is authorized to become a member of at least two (2) civic club or organizations, subject to the approval of the Mayor and Council, for which Employer shall pay all expenses.

SECTION 15: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

1. The Mayor and Council, in consultations with the City Manager, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are agreed to mutually by both the Mayor and Council and the Employee, and are not inconsistent with or in conflict with the provisions of this Agreement, the City of Norcross Charter or any other law.

2. All provisions of the City of Norcross Charter and Code, and regulations and rules of the Employer relating to vacation and sick leave, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the

benefit of Employee except as herein provided.

SECTION 16: NO REDUCTION OF BENEFITS

1. If Employer at any time during the term of this Agreement reduces the salary, compensation or other benefits of the Employee (except to the same degree as an across-the-board reduction in benefits imposed on all employees of the Employer), the Employee may be entitled terminate her employment and receive the Severance Payment notwithstanding her voluntary termination. Such reduction in salary or benefits shall be treated as if Employer has requested the Employee's voluntary resignation in lieu of termination; provided, however, if Employee believes that a reduction in her benefits has occurred, she shall provide the Mayor and Council with written notice of the reduction and the City may cure the reduction by restoring her salary and benefits to the levels prior to the reduction within fourteen (14) days.

SECTION 17: INDEMNIFICATION AND BONDING

1. Indemnification—In addition to that required under state law and/or local ordinance, the City shall defend and indemnify Employee against any tort or professional liability claim, demand or loss of any nature that arises out of an alleged act or omission occurring in the performance of Employee's duties as City Manager. City may compromise and settle any such claim or suit in its sole discretion and pay the amount of any settlement or judgment rendered thereon.

2. Bonding—City shall bear the full cost of any fidelity or other bonds required of the Employee under any applicable law or by the requirements of the City's insurers or sureties.

SECTION 18: GENERAL PROVISIONS

1. The text herein shall constitute the entire agreement between the parties.
2. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
3. If any term or condition in this Agreement conflicts with the City's personnel policies, the terms and conditions of this Agreement will prevail.
4. This Agreement shall become effective upon the Mayor and Council voting to approve the Employment Agreement in a lawfully held meeting, and any subsequent amendment to the Agreement shall be binding and effective upon the execution of such amended agreement.
5. If any provision or any portion thereof, contained in this Agreement is held

unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

6. Non-disparagement. Following the Employee's term of employment, the Employee and Employer shall not disparage or make negative comments about each other. Notwithstanding the foregoing, nothing in this paragraph shall prohibit the Employee or Employer from providing truthful testimony in any judicial or administrative matter, or otherwise making truthful statements required by law, by any regulatory authority or organization.

IN WITNESS WHEREOF, the City of Norcross, GA has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

ATTEST:

Date: _____

CRAIG NEWTON
Mayor

MONIQUE PHILIP
City Clerk

Date: _____

CHERI HOBSON-MATTHEWS
Employee