



City Council Agenda

Agenda Of 6-17-2019

Documents:

[AGENDA OF 6-17-2019.PDF](#)

Item 3a

Documents:

[ITEM 3A - APPOINTMENT OF CITY MANAGER JOHN F MCDONOUGH.PDF](#)

*Questions on an agenda item? Contact Camilla Pitman, city clerk, at cpitman@greenvillesc.gov.
All media inquiries, please contact Leslie Fletcher, city public information officer, at lfletcher@greenvillesc.gov*



AGENDA

SPECIAL FORMAL MEETING OF CITY COUNCIL CITY HALL, 206 S. MAIN STREET, COUNCIL CHAMBERS

Monday, June 17, 2019 - 4:00 p.m.

1. **CALL TO ORDER** Mayor Knox H. White
2. **ROLL CALL**
3. **NEW BUSINESS -- (Resolutions – First and Final Reading)**
 - a. Resolution to address the vacancy in the City Manager position by appointing John F. McDonough as City Manager for the city of Greenville
4. **ADJOURN**



REQUEST FOR COUNCIL ACTION

City of Greenville, South Carolina

Agenda Item No.

3a

TO: Honorable Mayor and Members of City Council
FROM: Nancy P. Whitworth, Interim City Manager

Ordinance/First Reading Ordinance/Second & Final Reading Resolution/First & Final Reading Information Only

AGENDA DATE REQUESTED: June 24, 2019

ORDINANCE/RESOLUTION CAPTION:

TO ADDRESS THE VACANCY IN THE CITY MANAGER POSITION BY APPOINTING JOHN F. MCDONOUGH AS CITY MANAGER FOR THE CITY OF GREENVILLE

SUMMARY BACKGROUND:

This Resolution appoints John F. McDonough as the City Manager for the City of Greenville effective August 12, 2019.

IMPACT IF DENIED:

John F. McDonough will not be appointed City Manager.

FINANCIAL IMPACT

Salary in the amount of Two Hundred Sixty Thousand and No/00 Dollars (\$260,000.00) per year plus benefits as set forth in the employment agreement.

REQUIRED SIGNATURES

Department Director _____

OMB Director _____

City Attorney Michael S. Pitts

City Manager Nancy Whitworth

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Michael S. Pitts

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Nancy Whitworth

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A R E S O L U T I O N

TO ADDRESS THE VACANCY IN THE CITY MANAGER POSITION BY APPOINTING JOHN F. MCDONOUGH AS CITY MANAGER FOR THE CITY OF GREENVILLE

WHEREAS, City Council has been engaged in a search to identify candidates for the City Manager position and, through that process, a number of highly qualified candidates emerged; and

WHEREAS, after careful consideration, City Council has determined that John F. McDonough should be the next City Manager for the city of Greenville; and

WHEREAS, Mr. McDonough has impressive academic credentials, is a Colonel (retired) in the United States Marine Corps, and has 27 years of experience in public administration and management, most recently serving as the City Manager of Sandy Springs, Georgia, since 2006; and

WHEREAS, City Council finds that Mr. McDonough possesses the requisite qualifications to serve as City Manager, has attributes that will quickly earn and command the respect of employees who will be subject to his supervision, and will no doubt earn the confidence of the leaders of Greenville’s business and non-profit communities; and

WHEREAS, the appointment of Mr. McDonough should be seen as a resolve by City Council to assure continuity in transitioning managerial leadership and a vote of confidence by City Council in Mr. McDonough; and

WHEREAS, City Council expresses its sincere thanks and gratitude to Nancy P. Whitworth who has been performing the duties of Interim City Manager in an exemplary fashion since the resignation of the former City Manager; and

WHEREAS, City Council wishes to appoint Mr. McDonough as City Manager effective August 12, 2019, and further desires to approve the Employment Agreement for the Professional Services of the City Manager, a copy of which is attached hereto and made a part hereof as Exhibit A (the “Employment Agreement”).

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA, John F. McDonough is appointed to fill the position of City Manager of the city of Greenville, effective on August 12, 2019. Further, the Employment Agreement is hereby approved and the Mayor is authorized to execute same on behalf of City Council.

RESOLVED THIS _____ DAY OF _____, 2019.

MAYOR

Attest:

CITY CLERK

EXHIBIT A**EMPLOYMENT AGREEMENT FOR THE PROFESSIONAL SERVICES OF THE CITY MANAGER**

This Employment Agreement for the Professional Services of the City Manager (the "Agreement") is entered into on this 17th day of June, 2019, by and between the Greenville City Council (the "City Council") as the governing body of the City of Greenville, South Carolina (the "City"), a municipality under Title 5 of the South Carolina Code of Laws, and John F. McDonough, an individual who City Council intends to appoint as City Manager of the City of Greenville (the "City Manager"). In consideration of the exchange of mutual promises to abide by provisions set forth herein, City Council and the City Manager agree to the provisions contained in the Agreement.

SECTION 1. APPOINTMENT AND EFFECTIVE DATE

Pursuant to a Resolution enacted at duly called meeting of City Council, City Council intends to appoint the City Manager to exercise the duties and responsibilities of the office of City Manager of the City of Greenville in accordance with the general law of the State of South Carolina and the Code of Ordinances of the City of Greenville ("City Code"). This Agreement shall become effective upon the date the City Manager assumes the office of City Manager which date the parties anticipate to be August 12, 2019 as fixed by the aforementioned Resolution (the "Effective Date"), and all powers, duties, and rights of the City Manager under the law and under the Agreement shall be deemed to be in effect beginning on the Effective Date.

SECTION 2. CITY MANAGER'S DUTIES

The City Manager shall exercise the responsibilities assigned to a city manager under the general law of the state and under the City Code, and shall do so in accordance with the Agreement. The City Manager shall supervise department heads and staff as they implement the policies of City Council as articulated in ordinances, resolutions, and conversations between the City Manager and City Council as a whole. The City Manager shall prepare a proposed capital budget and a proposed operating budget for each fiscal year and shall deliver them as written recommendations to City Council reasonably in advance of mandatory adoption deadlines, and the budgets so submitted shall reflect City Council's goals, policies, and objectives. The City Manager shall be readily and reasonably available for questions from members of City Council, and shall provide timely responses. The City Manager shall keep City Council members apprised of conversations, meetings, correspondence and other developments within the scope of his knowledge when they apply to the goals and objectives of City Council. The City Manager shall as time permits engage in community and civic activities for purposes of demonstrating the City's interest in community activities compatible with City Council's goals and objectives and for purposes of engaging

members of the community in understanding City projects and programs. The City Manager shall be responsible for coordinating the City's communications with the public at large, other governmental entities, businesses, non-profit organizations, civic groups and community associations in a manner that promotes City Council's goals and objectives. The City Manager shall share with City Council information received from other parties in the exercise of his duties as City Manager so that City Council is kept informed and updated on events, statements, conversations, and actions of persons and entities with which the City interacts. The City Manager shall assist City Council in the exercise of its duties under the law by facilitating discussions among and between City Council members on projects, policies, and programs. Unless otherwise precluded by law or by direction of City Council, the City Manager shall have the discretion to delegate the duties vested in him under the general law of the state and the City Code.

SECTION 3. CITY COUNCIL'S RESPONSIBILITIES

City Council shall establish the policies which the City Manager is expected to implement and provide to the City Manager clear guidance on its expectations of performance. City Council shall adopt capital and operating budgets that reflect City Council's priorities in the construction and development of projects and in the implementation of programs. Not less than annually, City Council shall provide to the City Manager an evaluation of his performance, and the evaluation shall state the basis for City Council's compliments and criticisms with sufficient clarity to enable the City Manager to know the intent and expectations of City Council as a whole. City Council members will not give directions to individual department heads, division heads, or other employees. All directions for performance shall be delivered to the City Manager. However, nothing in this section shall preclude members of City Council from asking questions directly of City staff on a reasonable basis, provided any sizeable or sensitive requests of data or any request for the compilation of significant information shall be made through the City Manager, and provided requests are not presented in such a manner as to be interpreted by a reasonable person as directives.

SECTION 4. RESIGNATION AND REMOVAL

The City Manager shall be free to tender his resignation at any time, provided he tenders to City Council a written letter of resignation not less than sixty (60) days prior to the effective date of the resignation. City Council may by resolution terminate the City Manager's employment for Cause (as that term is defined below) with no further duty to provide compensation or benefits upon the effective date of the resolution. For purposes of this Agreement, "Cause" shall constitute any of the following: (a) the City Manager's admission, indictment, conviction of, or plea of no contest to, any crime or offense that (i) involves theft, fraud, embezzlement, dishonesty, or moral turpitude or (ii) constitutes a felony; (b) the

City Manager's demonstrable failure or refusal to carry out the lawful directions of the City Council or the City Manger's duties and responsibilities under this Agreement; (c) the City Manager's willful and material violation of City policy; (d) the City Manager's persistent neglect of duty, dishonesty or misconduct that damages the reputation of the City; or (e) the City Manager's material breach of this Agreement which remains uncured for ten (10) days following written notice of such material breach. Said resolution shall be effective immediately unless specified otherwise on its face. City Council may also terminate the City Manager's position without cause, provided termination of the City Manager without cause shall entitle the City Manager to receive in regular pay period installments all salary and benefits provided under the Agreement, for a period of six (6) months from the effective date of the termination. The foregoing notwithstanding, in the event this Agreement does not automatically renew after the initial term pursuant to Section 5 below (i.e., City Council takes action within two (2) weeks of being sworn in on December 9, 2019 to terminate the Agreement), the City Manager shall be entitled to receive in regular pay period installments all salary and benefits provided under the Agreement, for a period of twelve (12) months from the effective date of the termination; such twelve (12) month severance shall be construed as being in place of, and not in addition to, the six (6) month severance described in this Section 4 above. In any event, upon securing employment elsewhere, the amount of the earnings of the City Manager from any and all part time or full time employment during the severance period shall be deducted from the sum or sums otherwise due to the City Manager.

SECTION 5. TERM

The term of the Agreement shall begin on the Effective Date and continue until the end of the term of the sitting City Council in office on the Effective Date, now set for the first City Council meeting on December 9, 2019. Thereafter, the term of the Agreement shall automatically renew at said time, unless the new City Council within two (2) calendar weeks of assuming office acts by resolution to terminate the Agreement, and the renewal term of the Agreement shall extend to the end of the term of the new City Council. In the same manner, the Agreement shall automatically renew thereafter until either party acts to terminate the Agreement in accordance with its terms or until the parties mutually agree in writing to do otherwise. The intent of the parties in establishing this term length and renewal is to balance the need of term certainty for both parties with the perceived constraints of South Carolina law and to demonstrate the good faith to be exercised by both parties in achieving that objective. Provided further, however, nothing in this section precludes the City Manager's voluntary resignation or City Council's termination for cause or without cause pursuant to Section 4, "Resignation and Removal."

SECTION 6. SOLE AND FULL TIME EMPLOYMENT

The City Manager shall work solely for the City of Greenville and will hold no other position and perform no other duties for compensation, either as an employee, a consultant, or contract provider of professional services without the express consent of City Council. Such consent shall not be unreasonably withheld if the City Manager demonstrates that the other employment does not unduly interfere with or detract from the City Manager's duties to the City of Greenville. The City Manager shall be diligent in the performance of his duties at all times and shall be readily and reasonably available to City Council members and to City personnel. However, nothing herein shall require the City Manager to keep specific office hours or to be physically present in all instances at City offices or facilities. The parties recognize that the City Manager position is one of three appointive positions at the City of Greenville that are unclassified positions, and accordingly the City Manager is not subject to the rules and regulations otherwise applicable to classified employees as to rights of review in the event of disciplinary actions (including termination) or the ultimate supervision of the City Manager. Nevertheless, the City Manager shall comply with the City's practices on procurement, conduct (as reflected in the City's Human Resources policies as may be amended from time to time), and reimbursement for expenses incurred.

SECTION 7. SALARY

The base salary for the City Manager shall be Two Hundred Sixty Thousand and No/00 Dollars (\$260,000.00) per year (the "Salary"). Cost of Living adjustments, if any, and across the board increases and decreases, if any, which are otherwise provided to classified employees of the City shall also apply to the City Manager. City Council may from time to time adjust the City Manager's Salary in view of his performance under the Agreement. The Salary shall be subject to the ordinary and customary withholdings of all full time classified employees of the City, both mandatory and discretionary. Payments shall be in the same pay period frequency as wage and salary payments which are otherwise disbursed to classified employees. The City Manager's Salary is subject to limited increases, no increases, and possible decreases in those fiscal years in which there is or there is reasonably anticipated to be a lack of growth in City revenue, or like extraordinary circumstances to the same extent and on the same basis compensation reductions are imposed on classified employees of the City.

SECTION 8. ALLOWANCE FOR INSURANCE PREMIUMS

Total compensation for the City Manager shall include an allowance to cover the cost of the City Manager's health and dental coverage under the City's insurance plan(s). Premiums shall be paid by the City for the City Manager, his spouse (so long as he is married) and his children (so long as his children qualify by age under applicable statutes and plan provisions). The City shall also pay for his standard

disability (short term and long term), and life insurance coverage under the insurance plans otherwise offered classified employees of the City of Greenville. The annualized value of the premium allowances set forth in this section shall be disbursed in a pro rata amount each pay period.

SECTION 9. ACCRUED LEAVE

The City Manager shall, subject to the general leave policy applicable to all City employees, accrue general leave at a rate otherwise applicable to an individual having eleven (11) years of service with the City. In addition, the City Manager shall be eligible for one (1) week of executive leave as provided other exempt employees as well as the eleven (11) paid holidays recognized by the City.

SECTION 10. CAR AND WIRELESS EQUIPMENT ALLOWANCE

Recognizing the need of the City Manager to use his personal vehicle for City business on a regular basis, the City Manager shall receive a car allowance of One Thousand and No/00 Dollars (\$1,000.00) per month with an annual three percent (3%) adjustment. This allowance is in lieu of all actual mileage reimbursement for local travel which the City Manager would otherwise be entitled to under standard City rules and regulations for the use of personal vehicles in the performance of City business whenever the destination is in the Greater Greenville Area. For purposes of this section, the Greater Greenville Area is considered to be any destination within fifteen (15) road miles of City Hall. Travel to destinations beyond the Greater Greenville area shall be compensable in accordance with the mileage reimbursement formula authorized by the Internal Revenue Service ("IRS").

In recognition that the City Manager's job responsibilities require him to provide direction to staff electronically, and to provide time sensitive updates to elected officials by way of telephone, email, and text messaging by the use of personal wireless equipment for business purposes, the City Manager shall receive a wireless device allowance of One Hundred Twenty and No/00 Dollars (\$120.00) per month. This amount shall be subject to periodic adjustment in a manner agreed upon by the parties to address changes in the cost of wireless devices and wireless service.

The annualized value of allowance payments shall be disbursed on a pro rata basis during each pay period.

SECTION 11. RETIREMENT CONTRIBUTION

In addition to those contributions made by the City and the City Manager by virtue of the City Manager's mandatory participation in the South Carolina State Retirement System, the City shall contribute to a retirement program of the City Manager's choice in an amount equal to ten percent (10%) of his Salary. Payments for this contribution shall be disbursed during each pay period for salary in an amount commensurate with the salary paid for that period.

SECTION 12. CIVIC CLUB DUES AND PROFESSIONAL DEVELOPMENT EXPENSES

The City Manager may in his discretion attend and otherwise participate in civic clubs or professional organizations which are primarily business related and advance the quality of community life in a manner compatible with City Council's goals and objectives. The City Manager is authorized to participate in professional training and development by his attendance and other participation in organizations that address best practices in local government and offer continuing education form municipal managers. Council shall fund the City Manager's activities under this section in reasonable amounts.

SECTION 13. RELOCATION

Residency within the City limits is required within the first year of employment. To assist the City Manager in his transition, the City will reimburse two (2) "house hunting" trips to Greenville for him and his family for up to three (3) days each. The City will pay the actual mileage from the City Manager's current home location in Marietta, Georgia, to Greenville, South Carolina, as well as lodging for two (2) nights and meals each such trip.

In addition, the City will pay moving expenses for regular household goods from one (1) pick-up point at the City Manager's current address to one (1) delivery location within the City limits, including packing, loading, transporting, unloading, unpacking, and standard moving insurance coverage. The City Manager must obtain and submit three (3) bona fide quotes from qualified and licensed movers. The low bidder shall be utilized and the City shall reimburse the City Manager for the cost of the move. The City will also reimburse the City Manager for the relocation of up to two (2) vehicles from Marietta, Georgia, to Greenville, South Carolina, at a rate of Twenty Cents (\$0.20) per mile. Movement of non-household goods (e.g. boats, antique cars, campers, airplanes, etc.) will be at the City Manger's own expense. The City will also reimburse the City Manager for temporary housing assistance of One Thousand Eight Hundred Fifty and No/00 Dollars (\$1,850.00) per month for up to six (6) months to cover the cost of housing and utilities.

SECTION 14. TAX TREATMENT OF COMPENSATION

The City Manager acknowledges that his compensation, including some/all of the benefits under this Agreement, are payable to him as wages for income and employment tax purposes under applicable law. The City Manager is encouraged to seek competent advice from his independent tax professional.

SECTION 15. ENTIRE AGREEMENT

The Agreement is the entire agreement between the parties. All prior discussions, representations, and negotiations of any type are merged herein, and no provision or condition otherwise discussed shall be deemed part of the Agreement unless contained herein.

SECTION 16. LAWS APPLICABLE AND VENUE

The Agreement is entered into under the laws of South Carolina, and shall be construed in accordance with South Carolina law. Any action to enforce any provision of the Agreement or to establish a breach thereof shall be commenced in a court of competent jurisdiction sitting in Greenville County, South Carolina.

SECTION 17. MODIFICATION

No modification to the Agreement is valid unless it is reduced to writing, and specifically identifies what provisions herein are to be changed or what new provisions are to be added. Any modification must be executed with the same formality as this document.

WHEREFORE, in binding commitment to the foregoing exchange of promises, the parties bind themselves to the Agreement by the signatures provided below.

WITNESSES:

ON BEHALF OF CITY COUNCIL

Hon. Knox White, Mayor

CITY MANAGER

John F. McDonough
