



## SANDY SPRINGS

GEORGIA

To: Members of City Council

From: Rusty Paul, Mayor

Date: July 12, 2019 Submission for the July 16, 2019 City Council Regular Meeting

Item: A Resolution Designating an Interim City Manager for the City of Sandy Springs, Georgia, Pursuant to Article III of the City Charter and Authorizing the Execution of an Employment Agreement for Same

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### ***Recommendation:***

The City Manager recommends adopting the attached resolution appointing Peggy Merriss as Interim City Manager and approving the Employment Agreement for Professional Services of Interim City Manager ("Employment Agreement") attached to the resolution.

### ***Background and Discussion:***

John McDonough's departure from the City of Sandy Springs ("City") on August 2, 2019, will create a vacancy in the office of City Manager. The City has established a process by which a new City Manager will be identified to fulfill the duties described in Article III, Sections 3.02 through 3.04 of the Sandy Springs Charter ("City Charter"). Since it is anticipated the search will take several months to accomplish, the City desires to designate an acting City Manager in the interim.

Article III, Section 3.07(b) of the City Charter provides that in the event of a vacancy in the office of City Manager, Council may designate a person as acting City Manager and Article III, Section 3.01(b)(10) of the City Charter provides that the Mayor shall make recommendations with respect to employment or termination decisions of City employees.

The City Manager, the Mayor and City Council have worked together to determine qualified candidates to serve as Interim City Manager, and recommend Peggy Merriss to perform the duties of City Manager. A copy of Ms. Merriss' resume is attached to this agenda memo. She will be a temporary employee of the City pursuant to the terms of the Employment Agreement and will serve as such until the City appoints a new City Manager and he or she has taken office.

### ***Alternative:***

Not to appoint Peggy Merriss as Interim City Manager, not to approve the attached resolution and Employment Agreement, and seek further direction from Mayor and Council.

### ***Attachments:***

Resolution with attached Employment Agreement  
Resume of Peggy Merriss

STATE OF GEORGIA  
COUNTY OF FULTON

**A RESOLUTION DESIGNATING AN INTERIM CITY MANAGER FOR THE CITY OF SANDY SPRINGS, GEORGIA, PURSUANT TO ARTICLE III OF THE CITY CHARTER AND AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT FOR SAME**

**WHEREAS**, John McDonough has served as City Manager for the City of Sandy Springs (“City”) since January, 2006; and

**WHEREAS**, Mr. McDonough has accepted the position of City Manager for the City of Greenville, South Carolina, and will leave his current position with Sandy Springs on August 2, 2019; and

**WHEREAS**, Mr. McDonough’s departure will create a vacancy in the office of City Manager; and

**WHEREAS**, the City has begun its search for a new City Manager to fulfill the duties described in Article III, Sections 3.02 through 3.04 of the Sandy Springs Charter (“City Charter”), which search may take several months to accomplish; and

**WHEREAS**, the City desires to designate an acting City Manager in the interim; and

**WHEREAS**, Article III, Section 3.07(b) of the City Charter provides that in the event of a vacancy in the office of City Manager, Council may designate a person as acting City Manager; and

**WHEREAS**, Article III, Section 3.01(b)(10) of the City Charter provides that the Mayor shall make recommendations with respect to employment or termination decisions of City employees; and

**WHEREAS**, the Mayor desires to recommend and the Council desires to designate Peggy Merriss as Interim City Manager, to serve as such until the City appoints a new City Manager and he or she has taken office; and

**WHEREAS**, City Council wishes to appoint Ms. Merriss as Interim City Manager effective 5:00 pm August 2, 2019, and further desires to approve the Employment Agreement attached hereto as Exhibit A (“Employment Agreement”).

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council for the City of Sandy Springs, Georgia, while in regular session on July 16, 2019 at 6:00 p.m. as follows:

1. Peggy Merriss is hereby appointed as the Interim City Manager with all the powers and duties set forth in Article III, Sections 3.02 through 3.04 of the City Charter and as may otherwise be authorized by law; and
2. This appointment is effective from 5:00 pm on August 2, 2019, until such time as the Mayor and City Council shall appoint a new City Manager and he or she has taken office; and
3. The Employment Agreement is hereby approved; and

**RESOLUTION NO. 2019-07-XX**

- 4. The City Manager is hereby authorized to execute the Employment Agreement on behalf of the City.
- 5. The City Manager and the City Attorney are hereby authorized to make such minor revisions to the Employment Agreement prior to execution as may be deemed necessary or advisable in the best interest of the City.
- 6. This Resolution shall become effective upon its adoption.

**RESOLVED**, this the 16<sup>th</sup> day of July, 2019.

Approved:

\_\_\_\_\_  
Russell K. Paul, Mayor

Attest:

\_\_\_\_\_  
Coty Thigpen, City Clerk

(Seal)

**EXHIBIT A**

**EMPLOYMENT AGREEMENT**  
(Attached)

**EMPLOYMENT AGREEMENT FOR PROFESSIONAL SERVICES  
OF INTERIM CITY MANAGER**

**THIS EMPLOYMENT AGREEMENT** ("Agreement") is entered into this \_\_\_\_\_ day of July, 2019, by and between the City of Sandy Springs, Georgia ("City") for the professional services of Peggy Merriss, an individual who City Council intends to appoint as Interim City Manager of the City ("Interim City Manager"). In consideration of the mutual covenants stated herein, the parties hereby agree as follows:

**SECTION I. APPOINTMENT AND EFFECTIVE DATE**

Pursuant to resolution of City Council on July 16, 2019, the City intends to appoint the Interim City Manager to exercise the duties and responsibilities of the office of City Manager of the City of Sandy Springs in accordance with the general law of the State of Georgia, the City Charter, and the Code of Ordinances of the City of Sandy Springs ("City Code"). This Agreement shall become effective upon the date the Interim City Manager assumes the office of Interim City Manager, which date the parties anticipate to be at 5:00 pm on August 2, 2019, as fixed by the aforementioned resolution ("Effective Date"), and all powers, duties, and rights of the Interim City Manager under the law and under the Agreement shall be deemed to be in effect beginning on the Effective Date.

**SECTION 2. INTERIM CITY MANAGER'S DUTIES**

The Interim City Manager shall exercise the responsibilities assigned to a City Manager under the general law of the State of Georgia and in Article III, Sections 3.02 through 3.04 of the City Charter, and shall do so in accordance with this Agreement. The Interim City Manager shall also perform other legally permissible and proper duties and functions as City Council shall from time to time assign.

**SECTION 3. TERMINATION**

The parties acknowledge that Section 3.06 of the City Charter provides a process for the termination of a City Manager's services. The Interim City Manager agrees to waive the procedures and requirements for termination set forth in Section 3.06 of the City Charter during the term of this Agreement. If the City desires to terminate the services of the Interim City Manager prior to the end of the term of this Agreement, the City shall merely provide at least fourteen (14) days' prior written notice to the Interim City Manager and such termination shall be immediate or otherwise effective upon the date set forth in the notice.

Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Interim City Manager to resign at any time from her position with the City and terminate this Agreement; provided, however, the Interim City Manager shall give the City at least fourteen (14) days' prior written notice, unless the parties otherwise agree in writing.

**SECTION 4. TERM**

The parties acknowledge that the Interim City Manager's employment is to fill, temporarily, the vacancy created in the City Manager position as of August 2, 2019. It is anticipated a new City Manager will be appointed and in office on January 1, 2020. Therefore, the term of the Agreement shall begin on the Effective Date and continue through December 31, 2019. If a new City Manager has not been appointed

or has not taken office by January 1, 2020, the Interim City Manager will continue to serve pursuant to the terms of this Agreement until a new City Manager is appointed and in office, unless earlier terminated in accordance with the terms of this Agreement.

## **SECTION 5. SOLE AND FULL TIME EMPLOYMENT**

During the term of this Agreement, the Interim City Manager shall work solely for the City and will hold no other position and perform no other duties for compensation unless specifically approved by City Council. Such approval shall not be unreasonably withheld if the Interim City Manager demonstrates that the other duties do not unduly interfere with or detract from her duties for the City. The Interim City Manager shall be diligent in the performance of her duties at all times and shall be readily and reasonably available to City Council members and to City personnel. At the time of this Agreement, the City Council is aware of (and approves) the Interim City Manager's schedule of outside commitments attached hereto as Exhibit A.

The Interim City Manager shall comply with the City's practices on procurement, conduct (as reflected in City policies as may be amended from time to time), and reimbursement for expenses incurred.

Nothing herein shall require the Interim City Manager to keep specific office hours or to be physically present in all instances at City offices or facilities. It is anticipated, however, that the Interim City Manager will generally be present at City offices or facilities to perform her duties Monday through Thursday of each week during business hours and on call Friday through Sunday via telephone or text. The Interim City Manager acknowledges that some flexibility is required in this position, as there are meetings outside regular business hours that will also require her presence.

## **SECTION 6. COMPENSATION AND ALLOWANCES**

A. Base Compensation through December 31, 2019. The base compensation for the Interim City Manager shall be equivalent to Seventeen Thousand Dollars (\$17,000.00) per month from the Effective Date through December 31, 2019.

B. Compensation for Service after December 31, 2019. If a new City Manager has not been appointed or has not taken office by January 1, 2020, and the Interim City Manager continues to serve as provided in Section 4 hereof, she shall be compensated at the rate of Three Thousand Nine Hundred Dollars (\$3,900.00) per week until she no longer serves as Interim City Manager.

C. Car Allowance. Recognizing the need to use her personal vehicle for City business on a regular basis, the Interim City Manager shall receive a car allowance equivalent to Four Hundred Fifty Dollars (\$450.00) per month. This allowance is in lieu of all actual mileage reimbursement for local travel which she might otherwise be entitled to under standard City rules and regulations for the use of personal vehicles in the performance of City business. This automobile allowance shall cease when this Agreement is expires or is terminated for any reason.

D. Payments. The Interim City Manager's compensation shall be subject to the ordinary and customary withholdings of full-time employees of the City. Payment of compensation shall be made bi-weekly via direct deposit.

## **SECTION 7. BENEFITS**

- A. Remote Access to City Network. In recognition that the Interim City Manager's job responsibilities require her to perform some of her duties remotely, the City will identify and provide her a means by which she can securely connect with the City's network while working remotely, at the City's expense. The means by which this is accomplished will be determined by the City in cooperation with the Interim City Manager and the City's IT Department.
- B. Mobile Phone. The City will provide the Interim City Manager with a City-issued mobile phone for business use during the term of the Agreement. Only business related calls, e-mails or texts may be conducted on the City-issued mobile phone. The mobile phone remains the property of the City at all times and must be surrendered when this Agreement terminates for any reason.
- C. Employee Benefits. The Interim City Manager shall be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation, liability coverages provided for the position of City Manager, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans. The City will provide the Interim City Manager with evidence of coverage under workers' compensation, and general and professional liability insurance coverages prior to the Effective Date.

## **SECTION 8. TAX TREATMENT OF COMPENSATION**

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

## **SECTION 9. PROPRIETARY INFORMATION**

The Interim City Manager acknowledges that she may have access to and become acquainted with confidential and other information proprietary to the City including, but not limited to, information concerning the City, its operations, customers, citizens, business and financial condition, which is generally understood among members of the International City-County Management Association ("ICMA") to constitute proprietary information, as well as information with respect to which the Interim City Manager has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). The Interim City Manager agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing services under this Agreement. Notwithstanding the foregoing provision, it is expressly understood and agreed that disclosure of Proprietary Information may be required by law, including specifically subpoenas and requests pursuant to the Georgia Open Records Act. The obligations of the Interim City Manager under this section shall survive the termination of this Agreement.

**SECTION 10. 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 11. LAWS APPLICABLE AND VENUE**

The Agreement is entered into under the laws of the State of Georgia, and shall be construed in accordance with Georgia 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 Fulton County, Georgia.

**SECTION 12. MODIFICATION**

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

**IN WITNESS WHEREOF**, the parties have executed this Agreement through their duly authorized representatives.

**CITY OF SANDY SPRINGS, GEORGIA**

By: \_\_\_\_\_  
John McDonough, City Manager

Date of Execution: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

**INTERIM CITY MANAGER**

By: \_\_\_\_\_  
Peggy Merriss

Date of Execution: \_\_\_\_\_

**EXHIBIT A  
CITY-APPROVED OUTSIDE COMMITMENTS  
OF INTERIM CITY MANAGER**

Dates	Commitment
August 12, 2019	All day retreat for Legacy Board in Decatur, Georgia
August 14-16, 2019	ICMA RC Board Meeting in Chicago, Illinois
September 23-24	ICMA RC Board training in Washington, DC
October 16 – 18, 2019	Vacation
October 19 – 23, 2019	ICMA Conference in Nashville, Tennessee
October 30 – November 1, 2019	ICMA RC Board Meeting in Alexandria, Virginia
November 13 – 15, 2019	GCCMA Meeting

**Peggy Merriss**  
[merrissp@outlook.com](mailto:merrissp@outlook.com)  
404-597-3244

**Merriss Management & Leadership Consulting, January, 2019 to present:** Principal consultant on leadership, innovation and developing high performance organizations for local governments. Projects have included working with the International City/County Management Association, the South Carolina City and County Management Association, the DeKalb Municipal Association, the Kettering Foundation and the City of Decatur, Georgia.

**City of Decatur, Georgia: August, 1983 to December, 2018.**  
**City Manager** (May, 1993 – December, 2018).

Lead and directed the administration of a high performance organization providing full municipal services in a desirable, innovative and community oriented urban city. Recommended actions to the City Commission consistent with the adopted strategic plan for the efficient and effective operation of the City. Ensured that the vision and values of the City were carried out in an equitable manner for the benefit of the entire community. Allocated resources through the annual budget to support the strategic plan, advance City Commission priorities and community interests. Served as the chair of the City of Decatur Employees' Retirement System Board of Directors. Attended community, regional, state and national meetings as a representative of the City of Decatur.

**Selected Accomplishments:**

- Provided leadership support and direction for over 210 full-time and 150+ part-time staff including development of cross-departmental program teams for technology, performance management, communications, budget and emergency management.
- Served as a mentor to the staff Innovation Team and the E5 Employee Development Academy.
- Involved over 1500 community members in developing the City's second ten-year strategic plan.
- Developed a capital master plan that resulted in the construction, renovation and rehabilitation of all major City facilities over a ten-year period. Established a comprehensive financing plan that minimized taxpayer impact and took advantage of favorable interest rates, construction costs and interest rate subsidies.
- Secured credit rating upgrade in 2007 from Standard & Poor's from A+ to AA and a Moody's rating of Aa3 for first general obligation debt issue in over 50 years. Secured additional credit upgrade in 2010 to AA+ and Aa2 and in 2017 received an upgrade from Moody's to Aa1.
- Certified by the Atlanta Regional Commission as the first Platinum level green community.
- Designated a Silver Walk-Friendly Community by the Pedestrian and Bicycle Information Center and a Bronze Bicycle-Friendly Community by the League of American Bicyclists.
- Selected as one of the 15 "Best Places to Work in Georgia."
- Awarded two "Georgia Trendsetter" awards.
- Selected as a Georgia "City of Excellence" and designated as a "City of Ethics" by the Georgia Municipal Association.

**Previous positions with the City of Decatur: Assistant City Manager, 9/89 to 5/93; Assistant to the City Manager/Personnel Director, 8/84 to 9/89; and Employment Services Officer, 8/83 to 8/84.**

**Research Assistant, 8/82 to 7/83, part-time. Institute of Government, Chapel Hill, N. C.**

**Congressional Intern, 1/81 to 2/81. Washington, D. C.**

**Education:**

Bachelor of Arts in Politics, Converse College, Spartanburg, S. C., 1982

Master of Public Administration, University of North Carolina at Chapel Hill, N.C., 1985

ICMA – Credentialed Manager, 2003

Senior Executive Institute, University of Virginia, 2007.

**Professional Activities:**

ICMA-RC Board of Directors, 2011 – present. Currently serve as the Chair of the Board.

Previously served as the Chair of the Administration and Compensation Committee and Chair of the Audit and Oversight Committee.

Alliance for Innovation Board of Directors, 2006 – 2017. Served as Board Chair 2008-2009; member of the Executive Steering Committee; initial member of the Local Government Research Collaborative; served on the Steering Committee to develop “The Next Big Thing”; and, member of the Strategic Planning Committee.

International City\County Management Association

President, 2002-2003

Southeastern Region Vice-President, 1997-1999

Member, Strategic Plan Task Force, 2015 - 2017

Legacy Leader, 2007 - present

Chair, Task Force on Membership Connection, 2001

Georgia City and County Management Association, President, 1994-95

**Honors:**

Inducted into the Georgia Municipal Association Hall of Fame, June 2019

University of North Carolina MPA Alumni Association Donald Hayman Distinguished Public Service Award, January 2019

Career Achievement Award, Converse College Alumnae Association, 2012

GCCMA Pillar of Professional Excellence Award, 2008.

Georgia Excellence in Public Service Award, Carl Vinson Institute of Government, 2003

Appointed to the State and Local Government Advisory Committee to the United States

Department of Homeland Security, 2002

Named one of the “40 Under 40” Rising Stars, *Georgia Trend Magazine*, 1997

**Personal:**

Travel extensively including trips throughout the United States and Canada, Western Europe, Ireland, Russia, Australia and China. Enjoy reading, particularly historical non-fiction, mysteries and cutting-edge management topics. High-B level tennis player.