

**MUNICIPALITY OF MONROEVILLE**  
**ALLEGHENY COUNTY, PENNSYLVANIA**  
**ORDINANCE NO. 2554**

**AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE, A HOME RULE MUNICIPALITY OF THE COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, APPOINTING JEFFREY F. SILKA AS MANAGER OF THE MUNICIPALITY OF MONROEVILLE AND ESTABLISHING THE COMPENSATION AND BENEFITS OF THE MUNICIPAL MANAGER PURSUANT TO SECTION 701 OF THE MONROEVILLE HOME RULE CHARTER**

**WHEREAS**, pursuant to Section 506 and Section 701 of the Monroeville Home Rule Charter, Council for the Municipality of Monroeville has held a Public Hearing on the appointment, qualifications and compensation of the Municipal Manager; and

**WHEREAS**, pursuant to Section 501(i) and 701 of the Monroeville Home Rule Charter, it is necessary to appoint and fix the compensation of the Manager by Ordinance.

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED** by the Municipality of Monroeville, after lawful notice and a public hearing thereon pursuant to Section 506 of the Monroeville Home Rule Charter, it is hereby ENACTED by the Municipality of the same as follows:

**SECTION 1:** Jeffrey F. Silka is appointed Manager of the Municipality of Monroeville subject to successful completion of required medical examinations and shall commence his duties as Manager not later than the 11<sup>th</sup> day of July, 2012.

**SECTION 2:** That Monroeville shall compensate the Manager of Monroeville at the base rate of \$90,000.00 DOLLARS per year, payable biweekly. The base rate may be adjusted by the Mayor and Council after six (6) months from the date of hire, and based upon the achievement of goals mutually agreed upon by the Mayor, Council and the Manager may result in a higher base rate and full time permanent status. Nothing shall prohibit Council in the future from establishing a higher increase based upon an annual performance review.

The Manager is required under the Home Rule Charter to find residency within the Municipality of Monroeville within one (1) year from the date of hire. However, if the Manager is able to establish residency within the Municipality of Monroeville earlier than the one (1) year requirement, he shall then upon establishing residency be paid the sum of \$95,000.00 DOLLARS per year.

**SECTION 3:** That Monroeville shall compensate the Manager for documented expenses incurred in the performance of the Manager's duties, including, but not limited to:

A. Lodging and mileage reimbursement as established by the IRS/GSA Tables;

B. Appropriate professional and service organization dues and other expenses incurred in connection with the Manager's attendance at any professional conferences, courses or seminars relevant to the Manager's duties hereunder which are approved in advance by Monroeville.

C. The Municipality shall bear the full cost of any fidelity or others bonds required of the Manager under any Law or Ordinance.

**SECTION 4:** That the Employee upon reporting for work shall participate in such fringe benefits, including, without limitation, any healthcare, insurance plan, pension plan, and short and long term disability plans, as are currently available or may generally be made available to any such full time administrative employee of Monroeville.

**SECTION 5:** Municipality shall defend, save harmless and indemnify manager against any tort, professional liability claim or demand of the legal action, whether groundless or otherwise, arising out of an alleged act or admission occurring in the performance of the Manager's duties. Municipality will compromise and settle any such claim or suit and pay the amount of the settlement or judgment rendered thereon.

**SECTION 6:** The Manager shall receive vacation as follows:

After six (6) months	Five (5) days
After one (1) year	Ten (10) days
After five (5) years	Fifteen (15) days
After ten (10) years	Twenty (20) days

**SECTION 7:** It is mutually agreed that the Municipal Manager serves at the pleasure of Council as more fully set forth in the Home Rule Charter. However, as consideration for the manager accepting this position, the Municipality of Monroeville shall after completing one year of service pay a sum equal to six (6) month's salary as a severance sum in the event Council, for whatever reason and in its sole discretion should choose to terminate the Manager. Said severance sum shall be increased by the amount of one (1) month's salary for each year of service by the

Manager commencing after the sixth anniversary date of hire and shall be capped at a maximum of twelve (12) month's salary.

Said severance shall not be paid to the Manager if:

- A. Manager resigns;
- B. Death of the Manager;
- C. The Manager is convicted of a crime relating to the performance of his duties; and
- D. The Manager is found liable for intentional act relating to

the performance of his duties.

**SECTION 8:** The employee shall devote substantially all of his time, attention and energies to the business of Monroeville and shall not during the term of this Agreement be substantially engaged in any other business activity unless specifically approved by Council in accordance with Section 1506 of the Home Rule Charter.

**SECTION 9:** This Ordinance shall not be modified or changed except in accordance with the Monroeville Home Rule Charter and the consent of Council for the Municipality of Monroeville.

**SECTION 10.** That all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

**SECTION 11.** If any one or more of the sections of this Ordinance shall for any reason be held to be to be illegal or invalid or otherwise contrary to law, then such section or sections shall be null and void, but shall be deemed separable from the remaining section or sections, and shall in no way otherwise affect the validity or

enforceability of this Ordinance.

**ORDAINED AND ENACTED** into law this 12<sup>th</sup> day of June, 2012.

ATTEST:

MUNICIPALITY OF MONROEVILLE



  
Lynette C. McKinney  
Interim Municipal Manager

  
Gregory Erosenko  
Mayor

ENTERED INTO LEGAL BOOK ON: June 22, 2012

CONSENTED AND AGREED TO BY:

\_\_\_\_\_  
Signature

Print Name: Jeffrey F. Silka

**MUNICIPALITY OF MONROEVILLE  
ALLEGHENY COUNTY, PENNSYLVANIA**

**BEFORE MUNICIPAL COUNCIL OF THE MUNICIPALITY OF MONROEVILLE**

**AN ORDINANCE OF THE MUNICIPALITY )  
OF MONROEVILLE TO PROVIDE FOR )       **ORDINANCE NO. 2555**  
APPROVAL OF THE 2012 BOND REFUNDING )  
CAPITAL IMPROVEMENT PROGRAM        )**

**BE IT ORDAINED AND ENACTED** by the Municipal Council of the Municipality of Monroeville, Pennsylvania:

Section 1:       The 2012 Capital Improvement Program is approved as follows:


Taylor Street	\$210,000
Monroeville Blvd./Caruso Drive Traffic Signal	240,000
Computer Network/Switches	100,000
Community Park French Drains-Court Area	5,000
Community Park Utility Cart	11,000
Lower Monroeville Road/Speelman Lane Storm Sewer	21,000
Public Works Small Dump Truck	<u>23,359</u>
<b>TOTAL</b>	<b>\$610,359</b>

Section 2.       All ordinances, or parts of ordinances, inconsistent with this ordinance are hereby repealed.

ORDAINED AND ENACTED this 12th day of June, 2012.

**ATTEST:**

**MUNICIPALITY OF MONROEVILLE**

  
Lynette C. McKinney  
Interim Municipal Manager

  
Gregory J. Prosenko  
Mayor

ENTERED IN LEGAL BOOK: June 22, 2012