



CITY COUNCIL ACTION REPORT

September 19, 2006

TO: The Honorable Mayor and City Council Members
FROM: Phillip L. Nelson, City Manager
SUBJECT: Reimbursement of Relocation Expenses for the City Manager

Background:

- Section 14. of my employment contract allows for the reimbursement of all direct costs relating to my relocation to Troy, up to \$5,000.00, to be authorized by City Council via resolution. My moving expenses totaled \$3,572.12 as can be seen on the attached cost detail bill of lading from North American Van Lines.

Financial Considerations:

- My reimbursement of \$3,572.12 for moving expenses will be charged against account number 227.7962.

Legal Considerations:

- There are no legal considerations associated with this item.

Policy Considerations:

- There are no policy considerations associated with this item.

Options:

- It is recommended that Council authorize reimbursement of relocation expenses in the amount of \$3,572.12, pursuant to my employment agreement.



North American Van Lines, Inc.
 PO Box 988
 Ft Wayne, IN 46801-0988 (260) 429-2511 D.O.T. 070851

Cost Detail for Bill of Lading

Reference #

LSM021

Consumer

RATED

Customer	NELSON, PHIL		Agent/Driver		Code		Date	8/4/2006
Origin Address			City	DERBY	State	KS	Phone	
Dest Address			City	TROY	State	MI		
Act Weight: HHG	7240	Auto Weight	0	Weight Additive	0	Total Weight	7240	
Origin Zip Code	67037	Viola,KS area	Dest Zip Code	46084	New Haven,MI area			
Extra Pickup	1st 00000	2nd 00000	3rd 00000					
Extra Delivery	1st 00000	2nd 00000	3rd 00000					

Transportation Charges:				Charge	Discount	Net	Auth
Load	8/1/2006	to	8/1/2006	7,846.80	63.00%	2,903.32	
Delivery		to		-		-	
Valuation	<input checked="" type="checkbox"/> \$.60 Release	<input type="checkbox"/> MVP \$0 Ded	<input type="checkbox"/> MVP \$250 Ded	-		-	NAVL
	\$4,344	\$ -	\$ 415.00	-		-	SIT
Fuel Surcharge @	10.0%	784.68	IRS @ 4%	1,098.55	63.00%	406.46	
				-	0.00%	-	

Origin Services:		Add'l Services *	
Packing	<input checked="" type="checkbox"/> Custom <input type="checkbox"/> Full Service	129.49	63.00%
Origin Service Fee	2.97 /cwt	215.03	63.00%
Shuttle Service	0 # 0 OT 0 miles	-	63.00%
Extra Labor	Men 0 Hours 0.00 OT Men 0 Hours 0.00	23.50/hr	63.00%
Bulky - Number	0 Describe	62.66/ea	63.00%
Automobiles	0 OS 0 Premier 0 Comm1 0 Budget 0 3rd Party/A3	-	
Val	0 \$ - \$ 1,368 \$ 1,132 \$ 1,046 \$ 850	-	
Self-Storage Pickup	0 # 0 OT	112.48	63.00%
Overtime Loading	0 #	246.45	63.00%
Third Party		-	
Other		-	
Services En Route:	Extra Stop 0	41.77/stop	63.00%
Ferry and Service Charges		-	63.00%
Destination Services:			
Unpacking	<input checked="" type="checkbox"/> Custom <input type="checkbox"/> Full Service <input type="checkbox"/> Debris	34.39	63.00%
Destination Service Fee	4.56 /cwt	330.14	63.00%
Shuttle Service	0 # 0 OT 0 miles	674.88	63.00%
Extra Labor	Men 0 Hours 0.00 OT Men 0 Hours 0.00	25.69/hr	63.00%
Self-Storage Delivery	0 # 0 OT	125.43	63.00%
OT Unload	0 #	288.77	63.00%
Third Party		-	
Other		-	

Time of Payment	Method of Payment	<input type="checkbox"/> Credit Card <input type="checkbox"/> AMEX <input type="checkbox"/> Visa <input type="checkbox"/> M/C	Total Charges	3,572.12
<input type="checkbox"/> Prepaid <input type="checkbox"/> COD <input type="checkbox"/> Charge	<input type="checkbox"/> Cashier's Check <input type="checkbox"/> Cash	0		

* Customer has been advised that this total estimate of charges include all known and/or requested services and their applicable charges. Should additional services be requested or required at Destination or enRoute, the estimated costs of these services are listed above in the add'l services section.

Carton Detail	Packing <input type="checkbox"/> OT Sch 2			Unpacking <input type="checkbox"/> OT Sch 3			Storage in Transit <input type="checkbox"/> Orig <input type="checkbox"/> Dest	
	Est Qty	Rate	Amount	Est Qty	Rate	Amount	Location	00000
Dishpack	0	0	-	0	0	-	Origin	Wgt
<3.0 Carton, Sm	0	0	-	0	0	-	1st day	x =
3.0 Carton, Med	0	0	-	0	0	-	Add day	x =
4.5 Carton, Lg	0	0	-	0	0	-	x # days	=
6.0 Carton, Lg	0	0	-	0	0	-	Pickup/Del Miles	=
6.5 Carton, Lg	0	0	-	0	0	-	Destination	
Wardrobe	0	0	-	0	0	-	1st day	x =
Matt Ctn, Crib	0	0	-	0	0	-	Add day	x =
Matt Twin/Long	2	35.45	70.90	2	9.43	18.86	x # days	=
Matt Ctn, Dbl	0	0	-	0	0	-	Pickup/Del Miles	=
Matt Ctn, K/Q	1	58.59	58.59	1	15.53	15.53	SIT Valuation	
Heavy Duty	0	0	-	0	0	-	10% of Val Cost (ea 15 days)	-
Other	0	0	-	0	0	-	Origin Fuel Surcharge	-
Mirror/Glass	0	0	-	0	0	-	Destination Fuel Surcharge	10.0%
Crate-Total cu.ft.	0	0	-	0	0	-	Origin Insurance Surcharge	-
Total	3		129.49	3		34.39	Destination Ins Surcharge	-



Customer _____ Date _____

until such time that he executes a full and complete release in a form acceptable to the City Attorney.

5. In the event that the City terminates the Executive's employment without just cause, as defined above, and the Executive is willing, able, and ready to perform the duties as City Manager, the Executive, in his sole discretion, may opt to convert one half of his annual salary to the equivalent years of service for his pension, and also receive six months of healthcare coverage, in lieu of the lump sum severance benefit, as referenced in Section 12, paragraph 4.

SECTION 13. ELIGIBILITY FOR BENEFITS AFFORDED OTHER CITY OFFICIALS

Except as otherwise provided in this Agreement, the Executive shall receive the same benefits as provided to the City's exempt employees including; compensatory time, vacation leave, sick leave, Municipal Retirement Fund Contributions, Group Medical Insurance Benefits, life and other insurance, holidays and disability as is described in the City of Troy Exempt Employee's Handbook, revised 7/05, and which may be modified from time to time during the course of this Agreement.

SECTION 14. RELOCATION ASSISTANCE

The Executive shall be reimbursed for all direct costs relating to the move of his current residence to a residence in the City of Troy, Michigan, up to a maximum of \$5,000.00. Receipts documenting such relocation expenditures shall be provided to the Troy City Council which will then authorize the reimbursement of eligible expenses by Resolution. The reimbursement may include closing costs and sales commissions, but

shall not include other costs associated with house hunting efforts and/or the expenses involved with the value of or the delay in selling his current residence.

SECTION 15. ARBITRATION

It is mutually agreed between the Executive and the City that arbitration shall be the sole and exclusive remedy to redress any grievance which includes, but is not limited to any dispute, claim or controversy involving the interpretation of this Agreement, the terms, conditions or termination of this Agreement; and any and all disputes, claims or controversies arising as a result of the Employment of the Executive by the City, including claims under federal, state or local civil rights statutes such as Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Elliott-Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act. It is the intention of the parties that the arbitration decision will be final and binding and that any and all grievances shall be disposed of as follows:

1. Any and all grievances must be submitted in writing by the aggrieved party within 30 days from the date of termination of this Agreement;
2. Within 30 days following the submission of the written grievance, the party to whom the grievance is submitted shall respond in writing. If no written response is submitted within 30 days, the grievance shall be deemed denied;
3. If the grievance is denied, either party may, within 30 days of such denial, refer the grievance to arbitration in Troy, Michigan. The arbitrator shall be chosen in accordance with the Voluntary Labor Arbitration Rules of the American