



**Proposed Offer between the City of Muscatine, IA and
Carol Webb for the Muscatine City Administrator Position**

REVISED JUNE 29

1. Period of employment – Commencing on *August 24, 2020* for an initial term of three years and then renewing for successive three-year terms, except as otherwise agreed by the parties.
2. Duties – Carole Webb shall perform the duties of City Administrator as generally defined by City code and/or the job description of City Administrator.
3. Hours of Work – In addition to keeping normal business hours, the employee is expected to spend additional time to accomplish the duties of the position. Ms. Webb will be allowed reasonable flexibility to establish her own work schedule that may periodically make-up for evening hours; however, a regular presence at City offices during regular business hours is expected.
4. Annual Salary on the initial date of employment will be \$150,000 per year. Upon completion of a satisfactory performance review after six months of employment, Ms. Webb’s base salary shall be increased to by 5% or to \$157,500 per year.
5. Annual Performance Evaluation –
 - a. First year performance evaluation – At three and six months following the employee’s start date, the Mayor and City Council shall meet with the employee to conduct a performance evaluation.
 - b. Ms. Webb, within her first six months of employment, will recommend to the Mayor and City Council a written work plan that outlines her suggested performance goals and objectives for the first six months and first year of employment.
 - c. Within the first six months of Ms. Webb’s employment, the Mayor and City Council will engage in a facilitated strategic planning retreat with Ms. Webb for the purposes of identifying Council priorities and strategic objectives for the City of Muscatine and will commit to engaging in strategic planning at least annually thereafter (subject to annual appropriation of funds).
 - d. Within the first year of Ms. Webb’s employment, the Mayor and City Council will provide adequate funding to conduct facilitated discussions with the City Administrator and Department Heads to integrate Ms. Webb as the new City Administrator with the leadership team to ensure that the staff work plans are aligned with City Council priorities and strategic objectives.
 - e. The Mayor and City Council will annually review the performance of the City Administrator subject to a process, form, criteria and format for evaluation which will be mutually agreed upon by the City Council and Carol Webb.

- f. At a minimum, the process will include: (1) a written evaluation; (2) meet and discuss the evaluation and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to Ms. Webb, within 45 days of the evaluation meeting.
 - g. Upon a satisfactory evaluation, Ms. Webb will be entitled to the same COLA or other base adjustments as other City employees and be eligible for any merit increases available to other City employees.
 6. Vehicle Reimbursement – Ms. Webb shall receive a monthly car allowance of \$400 per month and as such will not be eligible for additional reimbursement of mileage.
 7. Relocation expenses – The City of Muscatine will reimburse Ms. Webb for the cost of relocation and moving expenses based upon the lowest cost of three quotes.
 - a) Moving expenses include packing, moving-crew labor and van-line transportation to relocate from Ft. Collins, Colorado to the City of Muscatine.
 - b) If Ms. Webb voluntarily resigns within the first year of her employment, she will be responsible to reimburse the City for 100% of the moving expenses as follows. If Ms. Webb resigns voluntarily prior to the conclusion of her second year of employment, she will be required to reimburse the City for 50% of the moving expenses.
 - c) Additionally, the City of Muscatine will reimburse Ms. Webb up to \$2500 for the costs of one house hunting trip for her and members of her household to secure housing in the City of Muscatine. Such costs may include airfare, rental car, lodging and meals.
 8. Ms. Webb agrees to establish residence within the corporate boundaries of the City of Muscatine within six months of employment, and thereafter to maintain residence within the corporate boundaries of the City of Muscatine, Iowa during the term of her employment by the City.
 9. Vacation, Sick and Holiday Time –
 - a. Ms. Webb shall be entitled to 20 days of vacation time annually. 10 days of vacation shall be credited to Ms. Webb on the first day of her employment. The remaining balance shall be accrued throughout the year on a pro-rated basis. Ms. Webb shall be allowed the same provisions for carryover of vacation as all other employees.
 - b. Holidays and Personal Days – Same as provided to all other City employees.
 - c. Sick Leave – Same as provided to all other City employees, except Ms. Webb will be credited with 5 days of sick leave at the onset of employment and will annually accrue at the rate as all other management level employees with the same allowed accumulation and carryover.
 10. Employer paid term life insurance with accident death and dismemberment coverage, access to a voluntary disability policy as an option.
 11. Health Insurance shall be provided equal to all other City of Muscatine employees.
 12. Retirement – Ms. Webb has the option of selecting to participate in the Iowa IPERS plan as provided to City employees or in lieu of such participation, may select to have an amount equal to the employer's share, currently 9.44%, deposited into ICMA-RC on the employee's behalf. In addition, Ms. Webb is

eligible to participate in the ICMA-RC 457 deferred compensation plan. If Ms. Webb does so participate, the City will match up to \$2400 of her annual contribution.

13. Professional development expenses –

- a. Employer agrees to pay for annual membership costs for the International City/County Management Association, and the Iowa City/County Manager's Association, and dues subscriptions to other professional associations as agreed upon by Ms. Webb and the City Council.
- b. Attendance at the annual International City/County Management Association conference and attendance at conferences held by the Iowa City/County Manager's Association and other professional conferences as agreed upon by Ms. Webb and the City Council.
- c. Other conferences, short courses, and seminars that are necessary for her professional development and for the good of the Employer may also be allowed as the City of Muscatine's budget will accommodate.

14.

15. Community Activities: The City recognizes the desirability of Ms. Webb participating in service and charitable organizations in the community and in the event that Ms. Webb becomes a member of such service and charitable organizations (with approval of the Mayor and City Council), the City will pay all reasonable expenses and fees related to such membership. In the event that Ms. Webb becomes a member of a board of directors of a community organization based on her position as City Administrator and with the approval of the City Council, her duties as such director shall be considered within the scope of her duties as City Administrator for the purposes of indemnification (as set forth in this employee contract).

16.

17. Outside Employment – The City Administrator agrees to devote her time, energy, and attention to the business of the City of Muscatine. She shall hold no other employment, either directly or indirectly, or invest with any firm, corporation, or legal entity in violation of the City's Code of Conduct or Ethics Policy and/or ICMA Code of Ethics with the exception of writing, teaching or speaking engagements that do not conflict or interfere with Ms. Webb's professional responsibilities, the City's Code of Conduct or Ethics Policy and/or the ICMA Code of Ethics and where there are not expenses to the City.

18. Termination:

- a. The majority of council may terminate the contract at a duly authorized public meeting. If the termination is without cause, six months of severance will be provided as well as payment for any unused sick and vacation leave as would be entitled to any other city employee by city policy if Ms. Webb is terminated in the first year of the contract. If termination occurs in the second year of the contract, she shall receive 7 months of severance plus her accrued leave. If termination occurs in the 3rd year, she shall receive 8 months of severance plus her accrued leave. At the start of the fourth year, Ms. Webb will receive 9 months of severance if the contract is terminated without cause plus any accrued leave.
- b. Removed with cause, such as malfeasance, misappropriation of fund, etc: No severance, only payout of accrued sick and/or vacation leave as entitled by city policy.

19. If Ms. Webb voluntarily resigns, she must provide 45 days' notice.

20. Other standard provisions covering indemnification, bonding, etc.

