

EMPLOYEE AGREEMENT

THIS AGREEMENT is made and entered into this 28th day of March, 2016, between the City of Oelwein, Iowa (the City), and Dylan Mulfinger (the City Administrator).

Updated May of 2021 to reflect annual negotiations.

BACKGROUND FACTS

- A. The City wishes to employ the services of as City Administrator of the City of Oelwein, Iowa.
- B. The City and Dylan Mulfinger desire to provide for certain procedures, benefits and requirements regarding the employment of Dylan Mulfinger by the City.
- C. Dylan Mulfinger wishes to accept employment as City Administrator of Oelwein, under the terms and conditions of this agreement.

TERMS OF AGREEMENT

In consideration of the facts mentioned above and the mutual promises set out below, the parties agree as follows:

1. **Duties:** City agrees to employ Dylan Mulfinger as the City Administrator of the City of Oelwein to perform all duties as specified by law and ordinance and perform such other proper duties as assigned by the City Council.
2. **Compensation:** Dylan Mulfinger shall receive an annual salary of \$111,461.43, payable as a *monthly gross* salary of \$9,288.45. Approved by salary resolution in 2019. The City Administrator will receive an initial performance evaluation November 1st, 2016 and thereafter an annual performance evaluation during the month of April of each year. An adjustment in salary for the City Administrator shall be considered after twelve(12)months, provided Mr. Mulfinger has an acceptable performance review. Additional future salary adjustments will be granted at the same time as for other management employees and are subject to Council approval and completion of a satisfactory performance evaluation.
3. **Terms and Conditions:** The City Administrator will serve at the will of the Council and may be terminated with or without cause at any time. Any of the following will constitute termination with cause and would result in no severance:
 - a. Willful neglect of duty.
 - b. Gross inefficiency or incompetence in office that is not corrected after a reasonable written notice.
 - c. Malfeasance in office.

Termination without cause shall require the affirmative vote of four (4) council members. Should the City terminate the employment of the City Administrator without cause, he will receive six (6) months' severance pay and benefits.

If the City Administrator decides to terminate employment, he will provide the City a minimum of 60 days' notice of intent to terminate.

4. Iowa Public Employees Retirement System (IPERS): City will contribute to City Administrator's IPERS benefit as statutorily established, currently 10.27% of yearly salary.
5. Insurance Coverage: The City Administrator will be provided insurance coverage at the same rate as other non-union City Employees.
6. Vacation, Holidays, and Sick Leave:

- a. The City Administrator will be granted twenty (20) days per year of vacation time on April 18th of each year beginning April 18th, 2021. Up to ten days of unused vacation time may carry over to the following year. Future increases in vacation benefits shall be as follows:

1 - 15 years of service = 20 days

18 years of service = 22 days

20 years of service = 25 days

25 years of service = 30 days

- b. The City Administrator will be granted the same number of holidays as other City employees.
- c. The City Administrator will be granted five (5) days of banked sick leave upon employment and shall earn additional sick leave at the rate other employees earn sick leave (18 days per year). All other provisions of the sick leave policy will apply to the City Administrator.
- c. Personal leave days shall follow the employee personnel manual during the fiscal year. The employee will be allowed to carry over up to five (5) days each fiscal year.
- d. City Administrator shall accrue 12 hours of sick leave per month up to a maximum of 130 days in what will be classified as an "initial bank of sick leave". The initial bank of sick leave of one hundred and thirty (130) days ("Initial Bank"), can only be used in the event of an illness or injury. In addition, during times when the initial bank of sick leave is at its maximum accrual, City Administrator shall earn a "Secondary Bank" of sick leave. This will be earned at a rate of twelve hours of sick leave per month, cumulative, for a maximum of 130 days of "Secondary Banked" time. This sick leave can only accumulate when the employee is at the maximum amount allowed of "Initial Banked" time. This sick leave shall be paid, upon retirement from the City of Oelwein, in the form of family health insurance as described below:

40 "banked" days = 8 weeks of health insurance

60 "banked" days = 12 weeks of health insurance

100 "banked" days = 20 weeks of health insurance

130 "banked" days = 26 weeks of health insurance

- e. City Administrator may use up to forty (40) hours of sick leave, per contract year, for an emergency illness in the employees immediate family. Immediate family includes spouse, children or any permanent member of the employee's immediate household.
 - f. City Administrator will be granted up to four (40) days funeral leave, with the approval of the Mayor, to arrange and attend the funeral of the employee's spouse, children or stepchildren, children's spouse, parents or stepparents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren or permanent member of the immediate household. Any such leave shall be for scheduled workdays for the City Administrator only, which fall within the period commencing with the death and extending through the day of the funeral. The above leave with pay is intended to cover travel but in special cases involving travel in excess of 200 miles, one-way, the Mayor agrees to grant additional leave, i.e. vacation or personal days, without pay; not to exceed two (2) days.
 - g. City Administrator may accumulate one personal day for not utilizing any sick leave between the months of January thru June and July thru December. This will allow for a maximum of two (2) additional personal days to be earned each calendar year. These personal days will be cumulative.
- f. Business Expenses: City will reimburse the City Administrator for all reasonable employment related expenses including, but not limited to, meals, one local civic club membership.
- g. Wellness Center membership: The City will provide the administrator with a family membership to the wellness center
- h. Automobile Expenses: The City Administrator will have a City vehicle available for use while on City business.
- i. The City Administrator will receive a stipend of \$45.00 per month for the purpose of using his personal cell phone for City business. The City Administrator must make his personal cell phone number available for business use during business and non-business hours. Should the city provide a phone the stipend will end.
- j. Dues, Subscriptions, and Continuing Education. The City shall budget and provide for the professional dues and subscriptions for the City Administrator which are deemed reasonable and necessary for the City Administrator's participation in national, regional, state and local associations necessary and desirable for the City Administrator's continued professional participation, growth and advancement. This shall include but not be limited to the International City/County Management Association (ICMA), Iowa City/County Association (IaCMA), Iowa League of Cities and Iowa Municipal Management Institute (IMMI).
- k. The City shall budget and pay, up to the amount budgeted, necessary and reasonable registration, travel and subsistence expenses of the City Administrator for professional and official travel, meetings and occasions adequate to continue the professional development of the City Administrator to adequately pursue necessary official and other committees thereof which the City Administrator serves as a member upon written approval of Mayor pursuant to the City of Oelwein personnel policy manual. The City Administrator shall use good

judgment in his outside activities so he will not neglect his primary duties to the City. Professional development events include the ICMA annual conference, IaCMA Conferences, and Iowa League of Cities events.

13. Tuition Reimbursement: Employee shall be reimbursed for college level or professional certification coursework, up to \$3,000 per year, on courses related to municipal finance and management, or administration and government accounting, business administration and/or general coursework needed to advance into those courses. Courses are subject to prior approval by Mayor. If the Employee leaves employment, within 12 months of completion of the coursework, the Employee shall reimburse the Employer for the amount that the Employer had previously reimbursed the Employee.
14. Moving and Relocation Expenses: The City shall advance \$3,000 for moving expenses to relocate City Administrator.

Should the City Administrator leave his employment voluntarily within the first three years, the relocation expenses shall be repaid to the City per the following schedule:

- Within the first year: 100%
- Within the second year: 66%
- Third year: 33%

15. Section 14: Outside Activities: The employment provided for by this Agreement shall be the City Administrator's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, the City Administrator may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with or be a conflict of interest with his responsibilities under this Agreement. Any such activities shall be pre-approved by the council.
16. Indemnification: In addition to that which is required under state and local law, the City shall defend, save harmless and indemnify the City Administrator against any tort, other than any intentional torts, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as City Administrator. The City may compromise and settle any such claims or suit and pay the amount of any settlement or judgment thereon.

Attorney Fees: In the event that any action is filed in relation to this agreement, the unsuccessful party shall pay to the successful party, in addition to all sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.
17. Bonding: The City shall bear the full cost of any fidelity or other bonds required of the City Administrator under law or ordinance.
18. General Conditions of Employment: In addition to the benefits cited herein, the City shall provide the City Administrator with and all benefits that apply to any other non union employees pursuant to the City of Oelwein personnel policy manual.

19. Binding Effect: This agreement shall be binding of the City and the City Administrator and the successor's assigns, and heirs of each respectively.

This agreement is now being executed by the parties as of the date stated at the beginning of this agreement.

City of Oelwein, Iowa

By _____
Brett DeVore , Mayor Date

By _____
Dylan Mulfinger , City Administrator Date

ATTEST:

Deputy City Clerk - Barb Rigdon