

Council Meetings

Van Meter United Methodist Church
100 Hazel St, Van Meter, IA 50261

Joe Herman, Mayor

Council Members

Travis Brott, Mayor Pro Tem

Joel Akers

Blake Grolmus

Quin Pelz

Penny Westfall

City Staff

Liz Faust, City Administrator

Travis Cooke, City Clerk

Drew McCombs, Public Works Director

Sam Chia, Parks & Rec Director

Jonatha Basye, Library Director

Michael Brown, Police Chief

Mark Schmitt, Fire Chief

John Fatino, Whitfield & Eddy, PLC

Randy Johnson, Veenstra & Kimm, Inc.

Workshop Agenda:

1. Call to Order
2. Approval of Agenda
3. Discussion: Employee Evaluations
4. Adjournment

Posted: Thursday, October 23, 2025

Agenda Item #1

Call to Order

Mayor: *The time is 6:15pm on Monday, October 27, 2025.*

I hereby call this meeting of the Van Meter City Council to order.

Agenda Item #2

Approval of the Agenda

Submitted for: **ACTION**

Recommendation: **APPROVAL**

Sample Language:

Mayor: *Are there any emergency additions to the agenda or other changes to the agenda?*

City Administrator or Clerk: _____

Mayor: *Do I hear a motion to approve the agenda?*

City Councilmember: _____ *So moved.*

City Councilmember: _____ *Second.*

Mayor: *Roll Call Please.*

City Clerk: Akers _____ Brott _____ Grolmus _____ Pelz _____ Westfall _____

Mayor: *The agenda is adopted as presented.*

Agenda Item #3

Discussion: Employee Evaluations

Included in your packet is the following:

- Performance appraisal policy that the council approved and included in the updated 2025 Employee Handbook.
- 2024 Employee Evaluation Packet
- 2025 Employee Evaluation Packet
- 2024 Administrator Evaluation Form
- Faust Employment Contract November 22, 2022-November 21, 2025

Performance Appraisal

Performance evaluations will give you an opportunity to discuss your development with your supervisor. To ensure that you perform your job to the best of your abilities, it is important that you be recognized for good performance and that you receive appropriate suggestions for improvement when necessary. This will allow you to know where you stand in relation to the job requirements. Each director is responsible for the timely and proper completion of an employee performance review and evaluation report.

Performance reports shall be made on the standard form provided by the City Clerk or City Administrator and must be submitted at the specified times:

1. At the end of the probationary period.
2. Annually, no later than December 15 of each calendar year

For FY25, each employee will receive a Cost of Living Allowance pay increase equal to the lesser of COLA % as set by the Social Security Administration or 3% effective July 1, 2025. A merit based increase may occur effective January 1, 2026 after a performance evaluation based on the recommendation of the Department Head to the City Administrator and presentation & approval of the City Council. All written performance reviews will be based on your overall performance in relation to your job responsibilities and will also consider your conduct, demeanor, and record of attendance and tardiness.

For FY26, each employee will receive a Cost of Living Allowance pay increase equal to the lesser of COLA % as set by the Social Security Administration or 3% effective January 1, 2027. A merit based increase may also occur effective January 1, 2027 after a performance evaluation based on the recommendation of the Department Head to the City Administrator and presentation & approval by Council. Subsequent fiscal years will follow the same schedule as FY26 with all pay increases effective January 1.

In addition to the regular performance evaluations described above, special written performance evaluations may be conducted by your supervisor at any time to advise you of the existence of performance or disciplinary problems.

A new police employee will be evaluated every year. The first year for a new police officer includes successful completion of an approved Law Enforcement Academy. The Iowa Law Enforcement Academy shall determine whether a cadet is approved.

In the event the supervisor does not complete timely performance appraisals, it is the employee's responsibility to bring this to the attention of the supervisor. If the appraisal is not done within ten days after the employee's complaint, the employee shall bring the matter to the attention of the City Administrator or, in the case of the police department, the Mayor.



City of Van Meter
Employee Performance Evaluation Form

Instructions:

Pursuant to the Van Meter Employee Handbook, performance evaluations are intended to be an opportunity for employees and supervisors to discuss performance, development and or goals.

Each time a performance evaluation is created, save the form under the employee's name and the year of the review in the Employment – Employee Review folder (ex: 2024 Annual Review_Employee Name). Please review the employee's job description prior to the evaluation. If applicable, please review the previous year's review prior to the evaluation.

Reviews are either probationary, annual or as part of a performance improvement plan. Comments by the evaluator are required if the employee receives "Needs Improvement" or "Exceeds Expectations" in any of the elements within the rating categories.

Employees will self-assess using the same form as the evaluator. Reviews must include a discussion between the evaluator and the employee regarding the ratings as well as mutually agreed upon professional development and goals for the next rating period. Evaluators and employees should complete both the rating categories and the professional development/goals sections.

Reviews must be signed off by the employee within 48 hours of receipt of the review. Employees may contest the review in writing and must be within 48 hours of receipt of the review. Reviews must be finalized with all appropriate signatures, a copy provided to the employee and the original provided to the City Administrator for filing within the applicable personnel file no later than November 30th for all full-time and permanent part-time staff, with the exception of the City Administrator and Library employees who are evaluated using different tools.

Employees who have more than nine (9) elements marked in the combined rating categories as "Needs Improvement" should be placed on a performance improvement plan, reviewed monthly until satisfactory performance is achieved.

Rating Categories:

All applicable employees are to be rated on the following categories:

- Attendance/Punctuality
- Job Knowledge
- Productivity/Initiative
- Quality of Work
- Customer Service
- Professionalism
- Teamwork/Relationships
- Problem Solving
- Safety
- Decision Making
- Leadership

There are several elements in each category and each element should be rated unless the element is not applicable to the employee's job duties.

Rating Scale:

Each rating category provides three categories of rating on the scale. Descriptors for the rates are below:

- **Needs Improvement** – the employee's level of performance is below the acceptable level or may mean an employee is too new to a position and hasn't gained the necessary experience to be proficient in the category
- **Meets Expectations** – the employee consistently achieves a standard performance level and performance is similar to an average performer
- **Exceeds Expectations** – employee performance is consistently better than would be expected of other employees with similar job duties performing satisfactorily in the same category

Employee Information		Review Information	
Name:		Evaluator:	
Job Title:		Time Evaluator has supervised employee: _____ Years _____ Months	
Department:			
Time in Current Position: _____ Years _____ Months		Date of Review:	
Employment Status: _____ Full-Time _____ Perm Part-Time		Type of Review: _____ Probationary _____ Annual _____ Other	

Employees who have more than nine (9) elements marked in the combined rating categories as “Needs Improvement” should be placed on a performance improvement plan, reviewed monthly until satisfactory performance is achieved.

n/a	Needs Improvement	Meets Expectations	Exceeds Expectations	Rating Categories
Mark ranking with an "X"				1. Attendance & Punctuality
				a) Maintains regular attendance
				b) Observes scheduled work hours
				c) Schedules time off with appropriate notice
				d) Observes appropriate call-in procedures
				e) Keeps unplanned absences to a minimum
Mark ranking with an "X"				2. Job Knowledge
				a) Accomplishes daily assignments with minimal supervision
				b) Routinely sequences tasks to complete projects/tasks
				c) Stays up to date with changes in process/work flows
				d) Maintains proficiency in applicable skill sets
				e) Complies with work rules, procedures and policies
Mark ranking with an "X"				3. Productivity & Initiative
				a) Stays organized & managed time to complete daily tasks
				b) Completes assigned tasks without supervisory prompts
				c) Routine tasks are completed at acceptable volumes
				d) Communicates status of work if issues arise
Mark ranking with an "X"				4. Quality of Work
				a) Work product is accurate
				b) Work product is complete & clear
				c) Written communication is understandable
				d) Project deadlines are met
Mark ranking with an "X"				5. Professionalism
				a) Supports positive work environment & accepts change
				b) Accepts direction & performance feedback
				c) Communicates professionally & diplomatically
				d) Remains open to professional development
				e) Adheres to the City's Code of Conduct policy
				f) Adheres to the City's Conflict of Interest policy
				g) Adheres to the City's Ethics policy
				g) Maintains confidentiality
				h) Wear appropriate attire & has proper hygiene

n/a	Needs Improvement	Meets Expectations	Exceeds Expectations	
Mark ranking with an "X"				6. Customer Service
				a) Is courteous, polite & patient with co-workers & citizens
				b) Maintains good manners (in person, phone & email)
				c) Practices good listening
				d) Promptly responds to requests for information & assistance
Mark ranking with an "X"				7. Teamwork & Relationships
				a) Positively interacts with others in favorable & difficult times
				b) Committed to working together on projects & problem solving
				c) Shares information
				d) Remains open-minded to new solutions and ideas
				e) Treats co-workers in a cooperative, equitable manner
				f) Flexible when schedules change due to work demands
Mark ranking with an "X"				8. Problem Solving
				a) Approaches problems in a positive manner
				b) Trouble-shoots potential causes of problems/issues
				c) Identifies possible solutions to problems
				d) Involves supervisors when needing additional support
				e) Shares information and seeks additional input
Mark ranking with an "X"				9. Safety
				a) Routinely engages in safe work practices
				b) Attends safety trainings and implements learned techniques
				c) Routinely wears personal protective equipment
				d) Consistently uses tools and equipment in a safe manner
				e) Drive defensively and with caution; wears seatbelt
				f) Reports safety incidents to supervisor when they occur
Mark ranking with an "X"				10. Decision Making
				a) Identifies potential issues & possible resolutions
				b) Evaluates multiple options with objective analysis
				c) Recommends course of action to supervisor
				d) Demonstrates sound judgement when making timely decisions
				e) Is fiscally responsible with expenditures & budget
Mark ranking with an "X"				11. Leadership
				a) Leads by example: attendance, organization, accuracy
				b) Leads by example: work completion, time management
				c) Effectively schedules and coordinates subordinates' work
				d) Plans & organizes work efforts to achieve city goals
				e) Develops or assists in developing the strategic plan
				f) Communicates effectively with peers
				g) Provides pertinent information to staff
				h) Demonstrates fair & objective supervision
				i) Effectively evaluates subordinates & sets goals
				j) Documents & addresses poor performance
				k) Identifies training & mentoring opportunities for staff
				l) Recognizes accomplishments of staff

Evaluator Summary Comments

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Employee Summary Comments

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Accomplishments & Completed Projects During Review Period	Date

Professional Development & Goals (as agreed upon)	Target Date

Instructions to Employee: Please sign this form within 48 hours of receiving it & return to your Evaluator. Your signature does indicate agreement, rather it indicates that your evaluator has 1) discussed your review with you 2) has provided you the opportunity to write comments 3) you have had the opportunity to set future goals and 4) you have been provided a copy. If you are contesting this review, please notify your evaluator in writing with in 48 hours of receipt.

Signatures	Date
Employee:	
Evaluator:	
City Administrator:	



City of Van Meter
Employee Performance Evaluation Form

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Reviews are either probationary, annual or as part of a performance improvement plan. Comments by the evaluator are required if the employee receives "Needs Improvement" or "Exceeds Expectations" in any of the elements within the rating categories.

Employees will self-assess using the same form as the evaluator. Reviews must include a discussion between the evaluator and the employee regarding the ratings as well as mutually agreed upon professional development and goals for the next rating period. Evaluators and employees should complete both the rating categories and the professional development/goals sections.

Reviews must be signed off by the employee within 48 hours of receipt of the review. Employees may contest the review in writing and must be within 48 hours of receipt of the review. Reviews must be finalized with all appropriate signatures, a copy provided to the employee and the original provided to the City Administrator for filing within the applicable personnel file no later than November 30th for all full-time and permanent part-time staff, with the exception of the City Administrator and Library employees who are evaluated using different tools.

Employees who have more than nine (9) elements marked in the combined rating categories as "Needs Improvement" should be placed on a performance improvement plan, reviewed monthly until satisfactory performance is achieved.

Rating Categories:

All applicable employees are to be rated on the following categories:

- Attendance/Punctuality
- Job Knowledge
- Productivity/Initiative
- Quality of Work
- Customer Service
- Professionalism
- Teamwork/Relationships
- Problem Solving
- Safety
- Decision Making
- Leadership

There are several elements in each category and each element should be rated unless the element is not applicable to the employee's job duties.

Purpose:

To establish a fair, transparent, and competitive compensation plan that is both internally and externally equitable within the City of Van Meter and with comparable communities. This plan recognizes employee performance, proficiency, and contributions through merit increases, while addressing current trends in government employment such as workforce shrinkage, recruitment challenges, and the need for skill-based incentives to improve retention. Amid a competitive labor market where local governments are offering targeted hiring bonuses and flexible practices to attract talent, this merit-based system aims to reward high performers, encourage professional development, and support overall employee engagement.

The plan incorporates pay transparency principles by clearly defining evaluation criteria and merit increase structures, aligning with broader trends toward stabilizing salary budgets around 3.5-3.7% annual increases and emphasizing merit-based differentiation.

Approved Recommendations

The Cost-of-Living Adjustment (COLA) will be the rate determined by the Social Security Administration or 3%, whichever is lower, to ensure fiscal responsibility while keeping pace with inflation and market trends in government compensation.

Criteria for Eligibility for COLA and Merit Increases

Eligibility for COLA and merit increases is based on the following minimum proficiency criteria:

1. A composite or aggregate score on the yearly performance evaluation that meets or exceeds the threshold for the assigned proficiency level.
2. If applicable, demonstration of completion of evaluations for employees under his/her supervision.
3. Documented completion of required training as mandated in individual job descriptions, including any skill-based or professional development programs to align with trends in skill-focused recruiting.
4. Adherence to City policies, including nondiscrimination and equity standards.

The City Administrator shall review all employee evaluations prior to the performance evaluation being conducted to ensure fairness, consistency, and alignment with best practices in performance management.

To better differentiate performance and provide graduated incentives, five proficiency levels are established based on performance evaluation scores (assuming a 100-point scale or equivalent):

1. ****Level One: Unsatisfactory**** – Score below 60%: Does not meet minimum proficiency criteria. Indicates significant areas for improvement.
2. ****Level Two: Needs Improvement**** – Score 60-69%: Partially meets proficiency criteria but requires development in key areas.
3. ****Level Three: Meets Expectations**** – Score 70-79%: Meets minimum established proficiency criteria.
4. ****Level Four: Exceeds Expectations**** – Score 80-89%: Exceeds proficiency criteria with strong performance in multiple areas.
5. ****Level Five: Outstanding**** – Score 90% or higher: Far exceeds proficiency criteria, demonstrating exceptional contributions and leadership.

These levels reflect trends in government employment toward more nuanced performance assessments, allowing for better recognition of incremental improvements and top talent retention.

Level One Evaluations: Unsatisfactory

Employees failing to meet minimum proficiency criteria will only be eligible for a COLA or 3% pay increase effective July 1 of the next fiscal year, whichever rate is lower. No merit increase will be provided. Any employee receiving a Level One rating for two consecutive rating periods will be subject to corrective action, including a performance improvement plan, up to and including termination. This approach supports accountability while addressing retention challenges by offering opportunities for growth.

Level Two Evaluations: Needs Improvement

Employees partially meeting proficiency criteria will be eligible for a COLA or 3% pay increase effective July 1 of the next fiscal year, whichever rate is lower, plus a merit-based pay increase of 1% as a result of the evaluation. The merit-based pay increase will be reviewed and approved by the Council during the regular business meeting in December and will be effective upon Council approval. This modest incentive encourages targeted development amid trends in skill-based hiring.

Level Three Evaluations: Meets Expectations

Employees meeting established proficiency criteria will be eligible for a COLA or 3% pay increase effective July 1 of the next fiscal year, whichever rate is lower, plus a merit-based pay increase of 2% as a result of the evaluation. The merit-based pay increase will be reviewed and approved by the Council during the regular business meeting in December and will be effective upon Council approval.

Level Four Evaluations: Exceeds Expectations

Employees exceeding proficiency criteria will be eligible for a COLA or 3% pay increase effective July 1 of the next fiscal year, whichever rate is lower, plus a merit-based pay increase of 3% as a result of the evaluation. The merit-based pay increase will be reviewed and approved by the Council during the regular business meeting in December and will be effective upon Council approval.

Level Five Evaluations: Outstanding

Employees far exceeding proficiency criteria will be eligible for a COLA or 3% pay increase effective July 1 of the next fiscal year, whichever rate is lower, plus a merit-based pay increase of 4% as a result of the evaluation. The merit-based pay increase will be reviewed and approved by the Council during the regular business meeting in December and will be effective upon Council approval. This higher tier aligns with trends in rewarding top performers to combat workforce shrinkage and enhance retention.

Transition to Merit Plan

Effective July 1, 2024, eligible employees received annual wage increases as approved by Council.

Effective July 1, 2025, eligible employees will receive a COLA or 3% pay increase, whichever rate is lower. Employee evaluations will be completed prior to November 30, 2025. The City Administrator or Department Head will present proposed merit-based pay increases to Council at the December 8, 2025 regular business meeting. Approved merit-based increases will be effective as of December 15, 2025 – the start of the pay period preceding approval.

The Council reserves the right to suspend COLA and/or merit increases due to emergency situations or any time budgetary concerns or fund balances do not allow for pay increases, reflecting fiscal prudence in light of ongoing government efficiency trends.

The Council shall also have the discretion to modify the manner in which yearly increases are determined. This policy in no way mandates or assures any type of yearly increase for affected personnel.

General Provisions

The City of Van Meter has the sole and absolute discretion to amend, change, withdraw, or add in whole or in part any non-negotiated policy, benefit, or practice at any time.

These documents are not intended to create any contractual rights in favor of the employee or the City. The City reserves the right to change the terms of non-negotiable policies contained herein at any time.

The City expects all employees to read and comply with each personnel policy as adopted by the City of Van Meter. Non-compliance, unless otherwise specified, will be subject to disciplinary action up to and including termination. Employees noting violations of any policy are expected to report said violations in accordance with the procedure defined in the Employee Handbook.

The City of Van Meter maintains a nondiscrimination policy with respect to employees and applicants for employment. No aspect of employment with the City will be influenced in any manner by race, color, religion, sex, age, national origin, disability, or any other basis prohibited by statute. This commitment supports equity trends in government hiring and promotes a diverse workforce.

**City of Van Meter
Employee Evaluation**

Employee Information		Review Information	
Name:		Evaluator:	
Job Title:		Time Evaluator has supervised employee: _____ Years _____ Months	
Department:		Date of Review:	
Time in Current Position: _____ Years _____ Months		Type of Review: ___ Probationary ___ Annual	
Employment Status: _____ Full-Time _____ Perm Part-Time			

Employees who have more than nine (9) elements marked in the combined rating categories as “Needs Improvement” should be placed on a performance improvement plan, reviewed monthly until satisfactory performance is achieved.

Unsatisfactory (1)	Needs Improvement (2)	Meets Expectations (3)	Exceeds Expectations (4)	Outstanding (5)	Rating Categories
Mark with appropriate #					1. Attendance & Punctuality
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a) Maintains regular attendance
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b) Observes scheduled work hours
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c) Schedules time off with appropriate notice
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	d) Observes appropriate call-in procedures
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	e) Keeps unplanned absences to a minimum
Mark with appropriate #					2. Job Knowledge
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a) Accomplishes daily assignments with minimal supervision
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b) Routinely sequences tasks to complete projects/tasks
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c) Stays up to date with changes in process/work flows
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	d) Maintains proficiency in applicable skill sets
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	e) Complies with work rules, procedures and policies
Mark with appropriate #					3. Productivity & Initiative
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a) Stays organized & manages time to complete daily tasks
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b) Completes assigned tasks without supervisory prompts
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c) Routine tasks are completed at acceptable volumes
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	d) Communicates status of work if issues arise
Mark with appropriate #					4. Quality of Work
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a) Work product is accurate
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b) Work product is complete & clear
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c) Written communication is understandable
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	d) Project deadlines are met
Mark with appropriate #					5. Professionalism
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a) Supports positive work environment & accepts change
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b) Accepts direction & performance feedback
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c) Communicates professionally & diplomatically
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	d) Remains open to professional development
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	e) Adheres to the City's Code of Conduct policy
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	f) Adheres to the City's Conflict of Interest policy

**City of Van Meter
Employee Evaluation**

Mark with appropriate #					5. Professionalism (continued)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	g) Adheres to the City's Ethics policy
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	g) Maintains confidentiality
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	h) Wear appropriate attire & has proper hygiene
Mark with appropriate #					6. Customer Service
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a) Is courteous, polite & patient with co-workers & citizens
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b) Maintains good manners (in person, phone & email)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c) Practices good listening
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	d) Promptly responds to requests for information & assistance
Mark with appropriate #					7. Teamwork & Relationships
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a) Positively interacts with others in favorable & difficult times
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b) Committed to working together on projects & problem solving
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c) Shares information
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	d) Remains open-minded to new solutions and ideas
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	e) Treats co-workers in a cooperative, equitable manner
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	f) Flexible when schedules change due to work demands
Mark with appropriate #					8. Problem Solving
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a) Approaches problems in a positive manner
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b) Trouble-shoots potential causes of problems/issues
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c) Identifies possible solutions to problems
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	d) Involves supervisors when needing additional support
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	e) Shares information and seeks additional input
Mark with appropriate #					9. Safety
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a) Routinely engages in safe work practices
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b) Attends safety trainings and implements learned techniques
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c) Routinely wears personal protective equipment
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	d) Consistently uses tools and equipment in a safe manner
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	e) Drive defensively and with caution; wears seatbelt
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	f) Reports safety incidents to supervisor when they occur
Mark with appropriate #					10. Decision Making
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a) Identifies potential issues & possible resolutions
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b) Evaluates multiple options with objective analysis
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c) Recommends course of action to supervisor
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	d) Demonstrates sound judgement when making timely decisions
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	e) Is fiscally responsible with expenditures & budget
Mark with appropriate #					11. Leadership
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a) Leads by example: attendance, organization, accuracy
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b) Leads by example: work completion, time management

**City of Van Meter
Employee Evaluation**

Mark with appropriate #					11. Leadership (continued)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c) Effectively schedules and coordinates subordinates' work
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	d) Plans & organizes work efforts to achieve city goals
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	e) Develops or assists in developing the strategic plan
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	f) Communicates effectively with peers
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	g) Provides pertinent information to staff
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	h) Demonstrates fair & objective supervision
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	i) Effectively evaluates subordinates & sets goals
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	j) Documents & addresses poor performance
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	k) Identifies training & mentoring opportunities for staff
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	l) Recognizes accomplishments of staff

Evaluator Summary Comments

Employee Summary Comments

Accomplishments & Completed Projects During Review Period	Date

**City of Van Meter
Employee Evaluation**

Professional Development & Goals (as agreed upon)	Target Date

Overall Scoring (add columns)	1	2	3	4	5
	Total				
	Average				

Instructions to Employee: Please sign this form within 48 hours of receiving it & return to your Evaluator. Your signature does indicate agreement, rather it indicates that your evaluator has 1) discussed your review with you 2) has provided you the opportunity to write comments 3) you have had the opportunity to set future goals and 4) you have been provided a copy. If you are contesting this review, please notify your evaluator in writing with in 48 hours of receipt.

Signatures								Date
Employee:								
Evaluator:								
City Administrator:								

**City of Van Meter
City Administrator Evaluation**

Employee Information		Review Information	
Name:		Evaluator:	
City Administrator		Time Evaluator has supervised employee: _____ Years _____ Months	
Time in Current Position: _____ Years _____ Months		Date of Review:	
Employment Status: _____ Full-Time		Type of Review: _____ Probationary _____ Annual _____ Other	

Employees who have more than nine (9) elements marked in the combined rating categories as “Needs Improvement” should be placed on a performance improvement plan, reviewed monthly until satisfactory performance is achieved.

n/a (0)	Needs Improvement (1)	Meets Expectations (2)	Exceeds Expectations (3)	Rating Categories
Mark ranking with appropriate #				1. Professional Skills and Status
				a) Maintains knowledge of current developments impacting local government management
				b) Demonstrates a capacity for innovation & creativity
				c) Anticipates and analyzes problems to develop effective approaches for solving them
				d) Willing to try new ideas proposed by City Council members and/or staff
Mark ranking with appropriate #				2. Relations with Members of Council
				a) Carries out directives of the body as a whole as opposed to those of any one member or minority of the group
				b) Sets meeting agendas that reflect the guidance of the City Council and avoids unnecessary involvement in administrative actions
				c) Assists by facilitating decision making without usurping authority
				d) Responds well to requests, advice, and constructive criticism
Mark ranking with appropriate #				3. Policy Execution
				a) Implements City Council actions in accordance with the intent of council
				b) Supports the actions of the City Council, both inside and outside the organization, after a decision has been reached
				c) Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
				d) Offers workable alternatives to the City Council for changes in law or policy when an existing policy or ordinance is no longer practical

**City of Van Meter
City Administrator Evaluation**

Mark ranking with appropriate #				4. Reporting
				a) Provides regular information and reports to the City Council concerning matters of importance to the local government
				b) Responds in a timely manner to requests from the City Council for special reports
				c) Takes the initiative to provide information, advice, and recommendations to the City Council on matters that are nonroutine and not administrative in nature
				d) Produces reports that are accurate, comprehensive, concise, and written to their intended audience
Mark ranking with appropriate #				5. Strategic Planning
				a) Creates timely and appropriate opportunities for long-term planning and policymaking
				b) Provides valuable professional input and facilitation of annual strategic planning process
				c) Makes sustained and meaningful progress on Council's strategic objectives
				d) Provides timely and substantive updates on the progress made on Council's strategic objectives
Mark ranking with appropriate #				6. Staffing
				a) Recruits and retains competent personnel for staff positions
				b) Applies an appropriate level of supervision to improve any areas of substandard performance
				c) Manages the compensation and benefits plan professionally
				d) Promotes training and development opportunities for employees at all levels of the organization
Mark ranking with appropriate #				7. Supervision
				a) Encourages heads of departments to make decisions within their jurisdictions with minimal Administrator involvement, yet maintains general control of operations by providing the right amount of communication to the staff
				b) Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level
				c) Develops and maintains a friendly and informal relationship with the staff and workforce in general, yet maintains the professional dignity of the Administrator's office
				d) Encourages teamwork, innovation and effective problem solving among staff members

**City of Van Meter
City Administrator Evaluation**

Mark ranking with appropriate #				8. Fiscal Management
				a) Prepares a balanced budget to provide services at a level directed by council
				b) Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
				c) Ensures that actions and decisions reflect an appropriate level of responsibility for financial planning and accountability
				d) Monitors and manages fiscal activities of the organization appropriately
Check the applicable choice				9. Overall
Yes _____ No _____				Taking all the foregoing categories and factors in consideration, and on the whole, are you satisfied with the City Administrator's performance?

What should the City Administrator START doing to be more effective?

What should the City Administrator STOP doing to be more effective?

**City of Van Meter
City Administrator Evaluation**

What should the City Administrator STOP doing to be more effective?

Accomplishments & Completed Projects During Review Period	Date

Professional Development & Goals (as agreed upon)	Target Date

Overall Scoring (add columns)	0	1	2	3
	0	0	0	0
	Total		0	
	Average		0	

Instructions to Employee: Please sign this form within 48 hours of receiving it & return to your Evaluator. Your signature does indicate agreement, rather it indicates that your evaluator has 1) discussed your review with you 2) has provided you the opportunity to write comments 3) you have had the opportunity to set future goals and 4) you have been provided a copy. If you are contesting this review, please notify your evaluator in writing with in 48 hours of receipt.

Signatures	Date
City Administrator:	
Mayor:	

**EMPLOYMENT AGREEMENT
BETWEEN CITY OF VAN METER, IOWA
AND
Elizabeth Faust**

Introduction

This Agreement, made and entered into on November 21, 2022 by and between the City of Van Meter, State of Iowa, a municipal corporation, (hereinafter called "Employer") and Elizabeth Faust, (hereinafter called "Employee"), both of whom agree as follows:

Section 1: Term

This agreement shall remain in full force and effect from November 22, 2022 thru November 21, 2025 or until such time as Employee's employment is terminated by the Employer or Employee resigns as provided in Section 10 or 12, respectively, of this agreement, whichever comes first. The parties may renew this contract for additional terms. Renewal negotiations may be initiated by either party at least ninety (60) days prior to contract expiration.

Section 2: Duties and Authority

- A. Employer agrees to employ Elizabeth Faust as City Administrator to perform the functions and duties specified in Chapter 21 of the Van Meter code and to perform other legally permissible and proper duties and functions as the Mayor and Council may from time to time assign.
- B. Employee shall perform those duties with the utmost integrity and with strict adherence to the ethical laws, rules and guidelines of the State of Iowa and City Management Associations ("ICMA") and organizations of which employee is a member at any time during employee's service under this contract.
- C. Furthermore, Employee shall perform all City Administrator duties in a manner consistent with Iowa Law. The duties of the City Administrator may be changed from time to time without having any effect upon the other terms of this contract.
- D. Employee shall strictly adhere to all state statutes, city ordinances, and the internal rules and regulations of the City which are currently in force or which may be established hereafter with respect to the conduct of employees, the administration of the city, and the performance of her duties. Employee shall also strictly follow the directions of the Mayor of the City and the City Council with respect to the methods to be used in performing her duties as long as such directions adhere to all state statutes, city ordinances, and internal rules and regulations. The City Administrator is responsible to continue and maintain the City's standards. The City's practices or policy manuals, and other written publications are all made a part of this contract; provided, however, that if any portion of such a policy manual or personnel manual should contradict the provisions of this Agreement, the terms of this Agreement shall prevail. The City shall have the right to amend, revise, or discontinue the policies and procedures as the City deems necessary from time to time. Any such change in such policies or procedures will be effective upon the issuance of the same by the City unless the City declares otherwise.

Section 3: Compensation

- A. Base Salary: Employer agrees to pay Employee an annual base salary of \$95,000.00, payable in installments at the same time that the other employees of the Employer are paid.
- B. The Employer agrees to consider compensation and/or benefits on an annual basis after the satisfactory results of a performance evaluation, conducted in November of each year this agreement is in effect, under the provisions of Section 13 of this Agreement. Any adjustments will be available to the employee and reflected in the first paycheck following amendment of this agreement.
- C. Salary Increases. In addition, any salary adjustments granted by the City shall be added to the base salary of the City Administrator. At a minimum, the City Administrator salary shall increase by the amount of any across the board salary adjustments granted by the City to other employees.
- D. This agreement shall be automatically amended to reflect any salary and/or benefits adjustments that are provided or required by the Employer's compensation policies.

Section 4: Health, Disability and Life Insurance Benefits

- A. The Employee waives health, vision and dental insurance for the Employee and her family. Instead the Employee will receive additional compensation in the form of a higher salary. In the event the Employee, at a future date, requires health, vision and dental insurance to be provided by the Employer, the Employee's salary compensation will need to be adjusted to a mutually agreed upon amount to cover the Employee's benefits.
- B. The Employer agrees to provide short-term and long-term disability coverage for the Employee in accordance with City policy.
- C. Benefits. The City Administrator will be entitled to receive all of the benefits which the City offers to its employees generally, in addition to any other benefits set forth herein.
- D. City Administrator Expenses. The City shall reimburse the City Administrator for all necessary expenses for City activities.

Section 5: Vacation, and Sick Leave

- A. Upon signing this agreement, the Employee shall continue to accrue sick and vacation leave pursuant to existing City policy.
- B. The Employee shall not be entitled to overtime pay but in lieu thereof be credited annually with three (3) days of executive leave.
- C. The Employee is entitled to accrue all unused leave, in accordance with the City of Van Meter's Personnel Policy, and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation and executive leave.

Section 6: Automobile

- A. The Employee shall be entitled to mileage reimbursement at the IRS standard mileage rate for any business use of any personal vehicle.

- B. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase or lease, operation, maintenance, repair, and regular replacement of said vehicle.

Section 7: Mobile Phone

- A. The Employer will provide a cell phone to the Employee in accordance with City policy for the execution of her professional duties and to remain accessible to the Mayor and City Council as necessary outside of normal office hours.

Section 8: Retirement

- A. The Employer agrees to enroll the Employee into the applicable state or local retirement system (IPERS) and to make all the appropriate Employer contributions, pursuant to applicable State law.

Section 9: Dues and Subscriptions

- A. Employer recognizes that certain expenses of a non-personal but job-related nature are incurred by Employee, and agrees to reimburse or to pay said reasonable general expenses. The City Clerk is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

- B. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations, upon approval of the Mayor or City Council.

- C. The Employer acknowledges the value of having Employee attend annual conferences for organizations, such as ICMA, IaCMA, IMMI and Iowa League of Cities. Accordingly, Employer may pay for the Employee to attend an annual conference, upon approval of the Mayor or City Council.

Section 10: Disciplinary Action and Termination

- A. The employee shall not be disciplined or discharged without just cause. For the purposes of this agreement just cause requires that at a minimum:
 - a. The employee is forewarned of the consequences of her actions.
 - b. The employer's expectations reasonably relate to the business of the government.
 - c. An investigation is made to determine the employee's guilt/innocence.
 - d. The investigation is conducted fairly and objectively.
 - e. That substantial evidence is obtained corroborating the employee's guilt/innocence.
 - f. The rules apply fairly and indiscriminately.

- g. The degree of discipline reasonably relates to the seriousness of the employee's offense and the employee's past record.

B. Further for the purpose of this agreement, termination shall occur when:

- a. The majority of the governing body votes to terminate the Employee at a duly authorized public meeting.
- b. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.
- c. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resigns, then the Employee may declare a termination as of the date of the suggestion.
- d. Breach of contract declared by either party with a 30 day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 19.

C. For purposes of this Agreement, the City Administrator may be terminated for cause for any of the following reasons:

- a. Inability or refusal to perform the routine duties of the office for a period of 30 days out of any 90 day period, excepting sick leave and vacation taken according to City personnel policies or this Agreement.
- b. Adjudication of guilt of a felony or a misdemeanor involving a crime against persons or property or for which one or more elements of the crime involve moral turpitude.
- c. Violation of the City's drug and alcohol policy.
- d. Falsification of an employment application or other City records, or the altering or falsifying of time cards, work records, or job records.
- e. Intentional damage of City property.
- f. Failure to follow a specific lawful directive of the Mayor or City Council after written notice of such failure and an opportunity to correct the failure unless the City Administrator reasonably concluded that the directive requires the City Administrator to engage in unethical or immoral conduct.
- g. Absence from duty, without leave, contrary to these rules, or failure to report after a leave of absence has expired or after such leave of absence has been disapproved or revoked and canceled by the proper authority.
- h. Unauthorized use of City vehicles, tools, equipment, personnel, or materials for personal benefit. Any authorized use must be clearly approved by the Mayor or City Council.
- i. Sexual Harassment of a subordinate.
- j. Theft of City Property exceeding \$100, whether or not arrested, convicted, or charged.
- k. Commission of battery on any city employee or elected or appointed official.

D. Disability and Death

- a. Disability. If City Administrator is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or

health for a period of eight successive weeks or for forty working days over a sixty working day period, beyond any accrued leave, Employer shall have the option to terminate this agreement. If City Administrator is terminated under this section 10.D.a, it shall be considered a termination without cause, and City Administrator shall be entitled to all benefits set forth in this contract, notwithstanding the provisions of 10.C.a hereinabove.

- b. Death. In the event that City Administrator dies while employed by City under this agreement or any renewals thereof, City Administrator's beneficiaries or those entitled to their estate shall be entitled to their earned salary and other accrued benefits to which they would be entitled as of the date of their death.

Section 11: Severance

- A. Severance shall be paid to the Employee when employment is terminated without just cause as defined in Section 10. If the Employee is terminated without just cause, the Employer shall provide a minimum severance payment equal to three (3) months compensation at the current rate of pay. This severance shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee. The Employee shall also be compensated for all accrued vacation time and executive leave. The Employer agrees to make a contribution to the Employee's retirement account equal to three (3) months' worth of normal Employer contributions. For a maximum period of three (3) months following termination, the Employer shall pay the cost to continue the following benefits:
 - a. Health insurance for the employee and family as provided in Section 4.A.
- B. If the Employee is terminated for just cause in accordance with Section 10, the Employer is not obligated to pay severance under this section.

Section 12: Resignation

In the event that the Employee voluntarily resigns her position with the Employer, the Employee shall provide a minimum of 60 days' notice unless the parties agree otherwise. At the Mayor's and City Council's request, the Employee will make reasonable efforts to assist beyond 60 days, at no cost to the city, to provide a smooth transition following her resignation. Should the Employer require the assistance of the Employee beyond 60 days, the City shall be responsible for negotiating such services with the Employee and paying fees that may be determined necessary to perform such services.

Section 13: Performance Evaluation

Employer shall annually review the performance of the Employee each November subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare 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 the Employee within 30 days of the evaluation meeting.

Annually, the Mayor and City Administrator shall define such goals and objectives which they determine necessary for the proper operation of the City and in the attainment of the City Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall

generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

Section 14: Hours of Work

Employee shall have discretion to determine the specific hours she works; provided, however, that Employee generally agrees to maintain normal office hours and to work the number of hours necessary to discharge the duties and responsibilities of the City Administrator, which shall routinely include significant time outside normal office hours. Employee further agrees to maintain an office at home capable of handling reasonable off-hour business matters from Mayor, City Councilmembers, and the public, relevant to the management of the affairs of the City. Should such home office require additional equipment beyond a standard computer, desk, and associated equipment, the City shall provide such equipment.

Section 15: Outside Activities

The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities only after approval of the Mayor and Van Meter City Council.

Section 16: Indemnification

In addition to the obligations to defend under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, 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 Employee's duties as City Administrator or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. Legal representation, provided by the City Attorney or the Employer insurance for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of her duties unless the act or omission involved willful or wanton conduct.

Section 17: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 18: Other Terms and Conditions of Employment

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Van Meter Code or any other law.

- B. The City will take appropriate action to amend Chapter 21 of the Code of Ordinances to provide that the City Administrator is appointed subject to the terms of an employment agreement.

Section 19: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows: (1) EMPLOYER: Mayor, PO Box 160, Van Meter, IA 50261 (2) EMPLOYEE: Elizabeth Faust, 1545 565th Trail, Melrose, IA 52569. Alternatively, notice pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 20: General Provisions


- A. **Integration.** This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.
- B. **Binding Effect.** This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- C. **Effective Date.** This Agreement shall become effective immediately upon execution.
- D. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.
- E. Following any notice of termination of this Contract, Employee shall fully cooperate with City in all matters relating to concluding Employee's work for City and the orderly transfer of any such pending work to City.
- F. With regard to future Contract negotiations, City and Employee agree to consider in good faith the Employee's yearly management evaluations and information regarding compensation of city administrators in peer municipalities in reaching agreement to changes in salary and benefits to be paid to the Employee.
- G. It is understood by the parties that all provisions set forth in this contract are subject to the availability of funds. Until such funds are appropriated by the City Council, the provisions of this contract shall not constitute an obligation on the general funds of the City except as to funds required for complying with Section 11.A.

H. In the event that either party is compelled to seek legal action to enforce the terms of this agreement, the prevailing party shall be entitled to receive that party's reasonable attorney's fees, costs, and expenses incurred in prosecuting or defending such action from the other party to this Agreement.

I. Construction. This contract shall be constructed according to the laws of the State of Iowa.

Section 21: Amendments

This Agreement may be amended or modified by mutual agreement of the Parties hereto, including approval by the City Council.



Allan B. Adams
Mayor



Elizabeth Faust
City Administrator

Attest:



Sarah Ames
City Administrator

Agenda Item #4

Adjournment

Submitted for: **ACTION**

Recommendation: **APPROVAL**

Sample Language:

Mayor: *With no further business, do I hear a motion to adjourn?*

City Councilmember: _____ *So moved.*

City Councilmember: _____ *Second.*

Mayor: *Roll Call Please.*

City Clerk: Akers _____ Brott _____ Grolmus _____ Pelz _____ Westfall _____

Mayor: *This meeting is adjourned at _____pm. Thank you.*