

**Council Members**

Joe Herman, Mayor  
Travis Brott, Mayor Pro Tem  
Joel Akers  
Jarin Young  
Jason Barney  
Joe Lake

**City Staff**

Travis Cooke, Interim Administrator-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

NOTE: All public comments require that an individual sign in at the beginning of the meeting. Comments will generally be limited to a maximum of three (3) minutes per person. Under Iowa law, the City Council is prohibited from discussing or taking any action on an item not appearing on its posted agenda. Any issue raised by public comment under the Citizen Hearing will be referred to staff for a decision on whether it should be placed on a future agenda. All comments from the public, City Council, and Staff shall address the presiding officer, and upon recognition by the presiding officer, shall be confined to the question under debate, avoiding all indecorous language and references to personalities and abiding by the following rules of civil debate. • We may disagree, but we will be respectful of one another. • All comments will be directed to the issue at hand. • Personal attacks will not be tolerated.

**Meeting Agenda:**

**1. Call to Order**

<https://us06web.zoom.us/jc/83593608974> Meeting ID: 835 9360 8974 Passcode: 309341

**2. Discussion and Consideration**

a. Consideration of City Administrator Employment Contract

**3. Adjournment**

## CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of May 2026, by and between the City of Van Meter, an Iowa municipal corporation, hereinafter referred to as CITY and Annette Ekhoﬀ hereinafter referred to as CITY ADMINISTRATOR.

### BACKGROUND FACTS

A. The CITY desires to fill the role of CITY ADMINISTRATOR of the CITY of Van Meter, Iowa as provided by Chapter 21 of the Code of Ordinances.

### TERMS OF AGREEMENT

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, CITY AND CITY ADMINISTRATOR AGREE AS FOLLOWS:

1. Duties. City agrees to employ Annette Ekhoﬀ as the City Administrator of the City of Van Meter to perform all duties as specified by law and ordinance and perform such other proper duties as assigned by the City Council.
2. Term. The City Administrator's employment shall be for an indefinite term At The Will of the City. The terms of this contract shall be applicable from July 6, 2026, which shall be the City Administrator's first day of employment.
3. Employment at Will: The City Administrator will serve At The Will of the Council and therefore may be terminated at any time, with or without cause. Should the City terminate the employment of the City Administrator and in further consideration of the release set forth in this paragraph, the City Administrator will receive six (6) months' gross salary, EXCEPT that the foregoing severance benefit shall not be paid upon the following occurrences:
  - a. When the City Administrator resigns;
  - b. When termination is for City Administrator's misconduct, as defined below;
  - c. When termination is for City Administrator's under performance in the position and such performance concerns have been identified to the City Administrator and appropriate opportunity has been provided for identified concerns to be remedied; and
  - d. When termination of employment results from the death of the City Administrator.

Additionally, in the event the CITY at any time during the term of this agreement reduces the salary or other financial benefits of EMPLOYEE in a greater percentage than an applicable across-the-board reduction for all Department Heads of the CITY, or in the event the CITY refuses, following written notice, to comply with any other provision benefiting EMPLOYEE provided for herein or by any future amendment hereof, or the EMPLOYEE resigns following a formal suggestion by the Council that

EMPLOYEE resign, then, in that event, EMPLOYEE may, in EMPLOYEE'S sole discretion, deem EMPLOYEE'S employment to have been "terminated" at the date of such reduction and/or suggested resignation. EMPLOYEE must make such determination within fourteen (14) days of the triggering event, whether the reduction of pay/benefit or suggested resignation.

For the purposes of this agreement, City Administrator's misconduct shall include the following:

- a. Conduct by the City Administrator resulting in criminal conviction against the City Administrator (except for simple misdemeanor traffic violations); or
- b. City Administrator's violation of professional ethics resulting in public censure by the International City/County Management Association; or
- c. City Administrator's refusal to obey a lawful directive of the City Council, which remains uncured after thirty (30) days written notice to the City Administrator; or
- d. Acts by the City Administrator intended to cause injury to the City.

In consideration for the receipt of this severance payment, the City Administrator specifically releases the City from any claim or cause of action for wrongful termination or any other claim that he may have against the City arising from his employment relationship with the City, except only for salary and benefits accrued to the date of termination as provided by this Employment Agreement. The severance payment to the City Administrator under the terms of this paragraph shall be paid to the City Administrator by the City within 30 days after the City Administrator's last day of employment.

4. Compensation: The City agrees to pay the City Administrator for services rendered pursuant to this contract on an annual base salary of \$120,000 payable in installments at the same time as other management employees of the City are paid, with a review ninety (90) days. Reviews will be conducted annually thereafter.

5. Vacation, Sick Leave and Insurance Benefits. The City Administrator shall accrue PTO and receive insurance benefits pursuant to the employee handbook at the level of a three to ten year employee. Upon EMPLOYEE'S termination of employment, whether voluntary or involuntary, unused days and Insurance benefits shall be handled as prescribed by the Employee Handbook.

6. Performance Appraisal.

- a. The City Administrator will receive a performance evaluation during the month of November and annually thereafter. *Said review and evaluation shall be in accordance with specific criteria developed jointly by the City and City Administrator.* Said criteria may be added to or deleted from as the City Council and Mayor may from time to time determine in consultation with the City Administrator. Further, the Mayor shall provide the City Administrator with a summary written statement of the finding of the City Council and Mayor at least 10 days prior to any meeting in which said findings will be discussed or reviewed, and shall provide an adequate opportunity for the City Administrator to discuss his evaluation with them.
- b. Annually the City Council, Mayor, and City Administrator shall, in writing, define such goals and performance objectives which they determine necessary for the proper operations of the City

and to attain the Governing Body's policy objectives. Further, relative priority shall be established among those various goals and objectives. They shall generally be achievable within the time limitations specified and the annual operating and capital budgets and appropriations provided.

- c. The salary and benefits of the City Administrator shall be subject to an annual review and evaluation of performance described in subparagraph (a) above.

7. Automobile. Employee's duties require the use of a vehicle, and for that reason the Employer shall provide Employee with mileage reimbursement pursuant to the current rate as determined by the Internal Revenue Service.

8. Retirement Benefit. The City Administrator participates in the Iowa Public Employees Retirement System.

9. Business Expenses: The City will reimburse the City Administrator for all reasonable employment related expenses including, but not limited to, meals, civic club memberships and subscriptions upon submission of receipts.

10. Phone: The City will provide the City Administrator with a mobile phone for city-related business use.

11. Dues and Subscriptions. The City shall budget and pay, up to the amount budgeted, 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 Management (IaCMA) and Iowa League of Cities.

12. 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. The City Administrator shall use good judgment in outside activities so as not neglect the primary duties to the City. Professional development events include the ICMA annual conference, Iowa State Association Conferences, and Iowa League of Cities events.

13. Residency: The City Administrator is required to live within 30 miles of Van Meter and is encouraged to reside within the City of Van Meter. As inducement to relocate to Van Meter offers moving and relocation expenses as detailed in section 14 of this contract.

14. Moving and Relocation Expenses: If the City Administrator establishes residency within Van Meter city limits within 12 months of employment, the City shall provide the City Administrator a lump sum

reimbursement of up to \$10,000 for moving family and belongings to the City of Van Meter, regardless of actual out of pocket moving expenses. Moving expenses include vehicle rentals, moving supplies, payment for moving company services, realtor expenses, temporary lodging, real estate closing costs, and mileage.

15. Outside Employment: 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 the responsibilities under this Agreement. Any such activities shall be pre-approved by the council, unless it consumes an average of five (5) hours or fewer per week.

16. Other Terms Governing Employment. The City Administrator shall be subject to all terms and provisions of the Employee Handbook which are applicable to supervisory personnel of the City. If any provision of this manual conflicts with a provision in this contract, then the contractual provision shall prevail.

17. Indemnification: The City shall defend, save harmless and indemnify the City Administrator against any claim, demand or legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as City Administrator, but such obligation to defend, save harmless and indemnify the City Administrator shall not extend to intentional acts (or omissions) of misconduct, or to acts which constitute gross negligence, and the resulting damages or fines.

18. Bonding: The City shall bear the full cost of any fidelity or other bonds required of the City Administrator under law or ordinance.

19. 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 employees.

20. Severability. Should any provision of this agreement be held unlawful by a Court of competent jurisdiction, all other provisions of this agreement shall remain in force for the duration of the agreement.

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

22. Council Approval. This employment Agreement is subject to approval by the City Council of the City of Van Meter, Iowa.

IN WITNESS WHEREOF, the City has caused this agreement to be signed and executed on its behalf by the Mayor and City Clerk, and the City Administrator has signed and executed this agreement the day

and year first above written.

CITY ADMINISTRATOR



By: Annette Ekhoﬀ

EMPLOYER  
CITY OF VAN METER, IOWA



By: Joe Herman, Mayor

Attest: \_\_\_\_\_  
Travis Cooke, City Clerk