

Employment Agreement

Introduction

This Agreement, made and entered into this July 1, 2025, by and between the City of Dyersville, an Iowa municipal corporation, (hereinafter called "City") and John F. Wandsnider, (hereinafter called "Employee") an individual who has the education, training and experience as public works director/city engineer, both of whom agree as follows:

Section 1: Term

This agreement shall commence from July 1, 2025, to June 30, 2027 and shall continue thereafter for subsequent one-year periods unless either party gives one hundred and eighty days' written notice to the other party that they do not wish to extend this agreement.

Section 2: Duties and Authority

City agrees to employ the Employee as Public Works Director/City Engineer to perform the functions and duties as specified in the job description, Attachment A, and to perform other legally permissible and proper duties and functions as determined by the City Administrator or City Council.

Section 3: Compensation

The Employer agrees to pay the Employee a base salary of \$110,365.63, payable in installments at the same time as other management employees of the Employer are paid. On July 1, 2026, the Employer agrees to increase the compensation by four percent, then two percent each year thereafter.

Section 4: Health, Disability and Life Insurance Benefits

The City agrees provide and to pay the premiums for short term disability, life, health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee and his/her dependents equal to that which is provided to other full-time employees of the City and determined by personnel policies.

Section 5: Holiday, and Sick Leave

The Employee shall have the same number of holidays as other full-time employees of the City. Additionally, the Employee shall accrue sick leave at the rate of one day per month to be used against the sick leave bank and will continue to accumulate sick leave to the maximum allowed by personnel policies.

Section 6: Vacation

Employee shall be entitled to a total of four (4) weeks of vacation per calendar year, exclusive of holidays recognized by the City.

Section 7: Retirement

The City agrees to enroll the Employee into Iowa Public Employees Retirement System (IPERS) and during the life of this Agreement to make all of the appropriate contributions as required to IPERS.

Section 8: Terminations

For the purpose of this agreement, termination shall occur when:

1. The majority of the governing body votes to terminate the Employee without cause at a duly authorized public meeting; OR
2. The majority of the governing body votes to terminate the Employee with cause at a duly authorized public meeting. By way of example, but not to be limiting in any manner, any of the following will constitute termination with cause: a) willful neglect of duty, b) immoral conduct affecting the performance of your duties or conviction of a felony, c) gross inefficiency or incompetence in office, which Employee have failed to correct after a reasonable, written notice, d) impaired ability to perform the duties of a public works director due to physical or mental limitations or disabilities as determined by a City selected physician's opinion, or e) malfeasance in office; OR
3. If the Employee resigns following an offer to accept resignation by the Employer, whether formal or informal, then the Employer may declare a termination as of the date of the resignation; OR
4. 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 14.

Section 9: Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 8(1). If the Employee is terminated without cause, the Employer shall provide a severance payment equal to three (3) months' salary, benefits and deferred compensation at the current rate of pay. Furthermore, Employee shall be compensated for all earned sick leave, vacation, holidays and other accrued benefits to date.

If the Employee is terminated with cause as defined in Section 8(2), or the employee resigns, then the Employer is not obligated to pay severance under this section.

Section 10: Resignation

In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of 60 days notice unless the parties agree otherwise.

Section 11: Performance Evaluation

City Administrator shall annually review the performance of the Employee subject to a process, form, criteria, and format for the evaluation. 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.

Section 12: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule. Provided, however, that if Employee is absent from work without excuse for more than three (3) consecutive days, it shall be considered grounds for termination for cause. Employee, while having the ability to set his own work schedule, shall, at all times, keep the City Administrator informed of all leaves to be taken in a timely manner. Absence for attendance at conferences, training or other similar activities, either out of state or longer than two (2) days, if in state, shall be subject to City Administrator approval.

Section 13: 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 Code of Ordinances of the City of Dyersville or any other law.

When not in conflict with or contrary to this agreement, all personnel policies of Employer shall apply.

Section 14: 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) CITY: City Administrator
340 1St Avenue East
Dyersville, IA 52040

(2) EMPLOYEE: John F. Wandsnider
7611 N. Indian Ridge Rd
East Dubuque, IL 61025

Alternatively, notice required 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 15: Dues and Subscriptions

The EMPLOYEE is authorized to become a member of American Public Works Association (APWA) and American Society of Civic Engineers (ASCE), for which CITY will pay EMPLOYEE's annual membership dues.

Section 16: Professional Licensing and Development

A. The CITY hereby agrees to budget for and to pay the license renewal fees for maintenance of EMPLOYEE'S professional engineering licenses.

B. The CITY hereby agrees to budget for and to pay the registration, travel and subsistence expenses of EMPLOYEE for professional and official travel, meetings and occasions adequate to continue the professional development of EMPLOYEE and to adequately pursue necessary official and other functions for the CITY, subject to City Administrator approval. The City Administrator may, at his/her discretion, approve travel to other events deemed useful to the professional development of EMPLOYEE and/or advancement of the City's interests.

C. The CITY also agrees to budget and to pay for the registration fees, travel and subsistence expenses of EMPLOYEE for short courses, institutes and seminars that are necessary for his/her professional development and/or for the good of the CITY, subject to City Administrator approval.

Section 17: 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. 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.

IN WITNESS WHEREOF, the parties hereto have set their hands seals and have caused this instrument to be executed on the day and years first above written.

CITY OF DYERSVILLE, IOWA:

Jeff Jacque, Mayor

ATTEST:

Tricia L. Maiers, City Clerk

EMPLOYEE:

John F. Wandsnider

Attachment “A”

PUBLIC WORKS DIRECTOR/CITY ENGINEER Job Description

General Statement of Duties: Under the general supervision of the City Administrator, Public Works manages, oversees, plans, organizes, prioritizes, markets and coordinates services and activities of the Public Works Department. Public Works Director/City Engineer serves as the City spokesperson for all issues involving Public Works activities and assures the operational effectiveness of the department.

Description of Work: Public Works Director/City Engineer performs a wide variety of administrative and semi-skilled tasks, requiring accuracy, proficiency, confidentiality and limited independent judgment. Public Works Director/City Engineer is responsible to plan, direct, manage and oversee the activities, projects and operations of the Public Works Department including street maintenance and construction, central maintenance, engineering, building maintenance, park maintenance, water maintenance and services, sewer maintenance and services, solid waste services; to coordinate assigned activities with other city departments and outside agencies; and, to provide highly responsible and complex administrative support to the City Administrator or City Council. Public Works Director/City Engineer resolves citizen complaints.

Specific Duties and Responsibilities:

- Develops and implements policies, procedures, goals, and objectives for the department; assures Public Works operations are carried out according to Federal, State, and local laws, rules, and regulations.
- Directs the formulation and routine updating of public works departmental goals and objectives consistent with changing community needs and the goals of the City.
- Develops, coordinates and participates in a variety of public works to meet the needs and desires of the citizens of the community as staff and budget permits.
- Develops, in cooperation with the Street Committee and City Administrator, long and short range planning and needs assessment for the improvement of the public works’ operations; evaluates departmental needs and accomplishments.
- Prepares and presents to the City Administrator the annual department budget; help determine resource needs and financing requests; coordinates departmental purchasing and controls the expenditure of funds.
- Seeks and applies for Federal, State, and local grants as approved by the City Administrator or City Council.
- Oversees, assists, and maintains systematic, complete, and accurate departmental records and prepares reports as needed for various functions.

- Directs, assigns, plans, and reviews work of department staff; responds to and resolves personnel complaints and problems; maintains a productive work environment, recommends the appointment, promotion, and dismissal of personnel.
- Establish, within city policy, appropriate service and staffing levels; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; allocate resources accordingly.
- Develops and implements public information programs explaining the public works operations and developmental goals; works with Street Committee and civic groups; resolves citizen complaints.
- Assess and monitor work load, administrative and support systems, and internal reporting relationships; identify opportunities for improvement; direct and implement changes.
- Select, train, motivate and evaluate public works personnel; provide or coordinate staff training; work with employees to correct deficiencies.
- Serve as one of the City's resource for engineering expertise.
- Explain, justify and defend Public Works Department programs, policies, and activities; negotiate and resolve sensitive and controversial issues.
- Participates in the development of capital and land acquisitions and project plans and specifications; coordinates planning, design, engineering support and construction of municipal facilities; coordinates with other departments, outside agencies, engineers, and architects.
- Assess and monitor the City's infrastructure to provide reasonable and adequate levels of public service both for existing systems/networks and extensions/developments; manage and supervise the public works' record management system.
- Promotes safety throughout the entire department and assures all public works operations and facilities are operated in as safe a manner as possible.
- Represent the Public Works Department to the general public, coordinate / facilitate Public Works activities with public service needs.
- Provide city staff assistance; prepare and present staff reports and other necessary correspondence.
- Attend and participate in professional group meetings; stay up-to-date of new trends and innovations in the field of public works administration.
- Respond to and resolve difficult and sensitive citizen inquiries and complaints.
- Any other duties or assume other responsibilities as assigned by the City Council or City Administrator.

Knowledge, Skills, & Abilities: Knowledge of the principles and practices of modern management in municipal government, budget preparation and personnel administration. Ability to develop departmental budget and to control expenditures. Ability to make studies of public works administration and services, to prepare concise reports, to evaluate effectiveness of programs and activities, and to recommend and present needed improvements. Ability to select and train employees. Ability to effectively plan, organize, direct and supervise employees toward desired results. Ability to effectively express ideas verbally and in writing; to prepare written reports which are informative, accurate, and comprehensive. Ability to establish and maintain positive working relationships with the Mayor, City Council, City Administrator, civic organizations, city employees, public, and the press. Ability to deal with the Mayor, City Council, City Administrator, other employees and/or the public tactfully and courteously. Ability to use computers, motor vehicles, first aid and safety equipment, public works equipment.

Working Conditions: Inside office work performed under controlled conditions, but with occasional humidity, poor ventilation and noise. Outside work involving standing and walking. Occasional climbing, stooping, reaching, and handling activities. Requires ability to converse, using verbal and listening skills, with citizen customers, vendors, staff and City Council. Requires clarity of vision 20' or more and 20" or less, as well as eye/hand coordination, manual/finger dexterity and motor coordination. Requires clerical, forms, numerical, and verbal perception. Minimal physical strength requirements involving the moving, lifting, pushing, carrying and pulling of objects weighing up to 25 pounds.

Education, Experience, and Training: Graduation from a recognized college with a minimum of a bachelors' degree in public works, engineering or related field with a minimum of five years of administrative and supervisory experience, budget experience, computer literacy and strong oral and written communication skills. A Professional Engineering License is required. Public Works Director/City Engineer must have a valid motor vehicle operator's license.

Hours, Location and Compensation: Position is full-time and is an exempt employee. The City Administrator will set working hours. Work will be performed at City Hall and in a city owned vehicle. Compensation will be based on education and work experience.

The City of Dyersville is an AA/EOE employer.