



CITY OF ANAMOSA
CITY COUNCIL AGENDA – SPECIAL SESSION

WEDNESDAY, AUGUST 13, 2025 – 5:00 P.M.
ANAMOSA CITY HALL COUNCIL CHAMBERS
107 S. FORD STREET, ANAMOSA, IA 52205

*To address the City Council, please wait for the Mayor to open the floor for public comment on an agenda item.
Before speaking, approach the podium, provide your name and address, and limit comments to five (5) minutes per agenda item.
Profane, obscene, or slanderous language will not be permitted.*

- 1.0) Roll Call**
- 2.0) Pledge Of Allegiance**
- 3.0) Council Action Items:**
 - 3.1) Resolution 2025-51** – Approving the appointment, and setting the salary for, the position of City Clerk, for fiscal year ending June 30, 2026. **Roll Call.**
 - 3.2) Resolution 2025-52** – Order regarding removal of appointed official, Eric Werling, Chief of Police, pursuant to Iowa Code section 372.15. **Roll Call.**
 - 3.3) Review & Approve** – Memorandum Of Understanding (MOU) amending Article 15.1 of the Collective Bargaining Agreement between the City of Anamosa, Iowa Police Department and Teamsters Local 238.
- 4.0) Adjournment**

Tuesday, August 12, 2025

Kaylee Palmer
[REDACTED]

Anamosa, Iowa, 52205

Dear Kaylee,

On behalf of the City of Anamosa, I am pleased to extend you a conditional offer of employment for the position of City Clerk. As the current Deputy City Clerk, this change-in-status, to the position of City Clerk, is contingent upon approval of the Anamosa City Council.

The City Clerk position is subject to the general terms and conditions of employment as determined by the Personnel Policy Manual for the City of Anamosa. All employees are subject to a 90-day probationary period. This position is an "at-will" position, and the City of Anamosa retains the right to terminate your employment at any time.

The City Clerk is a full-time, salaried, FLSA Exempt position, with a starting wage of \$63,000.00/year (approximately \$30.29/hour). Upon completing the required probationary period and receiving a satisfactory performance evaluation, the wage for this position will be increased to \$65,000.00/year (approximately \$31.25/hour). In addition, the general benefits offered to full-time employees of the City of Anamosa will apply to this position. You are scheduled to begin your new appointment on Wednesday, August 13, 2025.

Sincerely,



Jeremiah Hoyt
City Administrator, City of Anamosa

CONFIDENTIAL:

This communication is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law.

RESOLUTION NO. 2025-51

RESOLUTION APPROVING THE APPOINTMENT OF, AND SETTING THE SALARY FOR, THE POSITION OF CITY CLERK, FOR FISCAL YEAR ENDING JUNE 30, 2026.

WHEREAS, the position of City Clerk has been vacant since May 1, 2025; and,

WHEREAS, the City Administrator has been serving as Interim City Clerk since the vacancy was created, assuming all powers and duties of the City Clerk, in accordance with chapter 18.02 of the Anamosa Code of Ordinance; and,

WHEREAS, City Hall personnel received and reviewed application materials and conducted interviews with several qualified candidates, including Kaylee Palmer, the current Deputy City Clerk; and,

WHEREAS, the City Administrator is recommending the following candidate for the City Clerk position and is forwarding such recommendation to the City Council for review and approval.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that the City of Anamosa City Council does hereby approve the following appointment and salary for the position of City Clerk, for fiscal year ending June 30, 2026.

Position	Employee Name	Annual Salary
City Clerk	Kaylee Palmer	\$63,000.00/year

MAY IT BE FURTHER RESOLVED BY THE CITY COUNCIL OF ANAMOSA, IOWA, that the above-named employee receive a wage increase, to \$65,000.00/year, upon completing the required 90-day probationary period and receiving a satisfactory performance evaluation.

Councilmember _____ introduced this Resolution and moved for its adoption.

Councilmember _____ seconded the motion to adopt.

The roll was called and the following indicates the result of the vote.

COUNCIL MEMBER	AYES	NAYS	ABSENT	ABSTAIN
CRUMP				
K. SMITH				
TUETKEN				
D. SMITH				
WEIMER				
GOMBERT				

PASSED AND APPROVED this 13th day of August, 2025.


ROD SMITH, MAYOR

ATTEST:


JEREMIAH HOYT, CITY ADMINISTRATOR

THIS AGREEMENT, made and entered into this 23 day of Oct, 2023 by and between the City of Anamosa, State of Iowa, a municipal corporation hereinafter called "Employer", as party part of the first part, and Eric Werling as party of the second part, both of whom understand as follows:

WITNESSETH:

WHEREAS, Employer desires to employ the services of said Eric Werling as Chief of Police of the City of Anamosa as provided by Chapter 30 of the Anamosa City code; and

WHEREAS, it is the desire of the governing board, hereinafter called "Council", to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, Employee desires to accept employment as Chief of Police of said City; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: Duties

Employer hereby agrees to employ said Eric Werling as Chief of Police of said Employer to perform the functions and duties specified in said Chapter 30 of the Anamosa City Code and to perform other legally permissible and proper duties and functions as the Council shall from time-to-time assign.

Section 2: Term

- A. Employee agrees to remain in the exclusive employ of the Employer from the start of employment, and neither accept other employment nor to become employed by any other employer until said termination date, unless said termination date is affected as hereinafter provided.
- B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of Employee at any time, subject only to provisions set forth in Section 4, paragraphs A and B, of this agreement.
- C. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his/her position with Employer, subject only to the provision set forth in Section 5 of this agreement.

Section 3: Suspension

Employer has the option to suspend Employee with or without full pay and benefits at any time during the term of the agreement for a period not to exceed 30 days, in the following situations:

- (1) The City Administrator or Mayor may suspend the Employee with or without pay and benefits for a period not to exceed 5 days. Within 5 days of the City Administrator's/Mayor's decision, the City Council may meet to determine if the Employee's suspension will be lifted, extended, or if termination is warranted. The total period of suspension shall not exceed 30 days.
- (2) A majority of the Council agrees.
- (3) After a public hearing, a majority of the Council votes to suspend Employee provided, however, that Employee shall have been given written notice setting forth any charges at least 10 days prior to such

hearing by the Council Members bringing such charges. The public hearing shall be conducted per the Iowa Code Chapter 21 Regulations.

Section 4: Termination and Severance Pay

- A. In the event Employee is terminated without just cause by the Council before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his/her duties under this agreement, then in that event Employer agrees to pay Employee a lump sum cash payment equal to 2 month's aggregate salary and benefits. Employee shall also be compensated for all earned vacation that has accrued to date. In the event Employee is terminated herein for just cause, the City shall have no obligation to pay Employee the 2-month severance package.
- B. In the event Employee is determined to be disabled and unable to perform administrative duties as per Section 6 of this agreement, Employer shall pay Employee a prorated amount of the 2 months of severance pay. The amount will be accrued at 20% per year of city service to a maximum accrual at the beginning of the fifth year of employment. (After the fifth year of employment, 100% of the severance pay shall be paid upon the Employee's separation from employment due to disability as defined and determined in conjunction with Section 6 of this agreement.)
- C. In the event Employer at any time during the term of the agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by a majority of the Council that he resign, then, in that event, Employee may treat Employer's action to be the equivalent of a termination without just cause and entitles Employee upon leaving employment of the City to the 2 month severance package upon leaving employment.
- D. Employee agrees and indicates that he possesses all certifications outlined in the job description for Chief of Police. In the event, during any time of employment with the City of Anamosa, the Employee does not have vehicle driver's license with the proper endorsements employment with the City of Anamosa will be considered terminated and no severance package will be paid except for any accrued vacation that may be at that time in which that will be paid in one (1) lump sum.
- E. In the event that the Chief of Police fails to perform his/her duties, responsibilities and obligations as set forth herein and as reflected in the job description as from time-to- time amended, Chief of Police shall be advised of his/her deficiencies in writing by the City Administrator or City Council, setting forth therein the matters, responsibilities and duties which Chief of Police has failed to perform. In the event the Chief of Police shall fail to correct his/her deficiencies as set forth in the notice within a reasonable period after receipt of notice, the City Council may terminate this agreement for just cause, by an affirmative vote of a majority of the Council. Effective upon such a vote, payment of the accrued salary and benefits of the City pursuant to this agreement, without other severance benefits, shall be the final obligation of the City to Employee. In the event the Chief of Police disputes the allegations with respect to his/her failure in the performance of his/her duties of office, the Chief of Police may request, within 10 days of receipt of notice, a hearing before the Council, which the Council shall grant wherein the Chief of Police may present to the Council any evidence or documentation that he feels pertinent to the matters set forth in the Council's notice. Thereafter the Council shall vote whether or not to reconsider the Chief of Police's dismissal. If the prior decision to terminate is upheld, then the accrued salary and benefits payable to Chief of Police shall be the final obligation of the City to the Chief of Police. If the Council reverses their prior decision, the Chief of Police shall be reinstated.

Section 5: Resignation

If Employee voluntarily resigns his/her position with Employer, then Employee shall give the Employer 45 days' notice in advance, unless the parties agree otherwise. Employee shall not utilize more than 5 days of accrued leave during this notice period. If the Employee voluntarily resigns his/her position, the remaining 45 days of his/her employment shall be at the consideration of the Council.

Section 6: Disability

If Employee is permanently disabled or is otherwise unable to perform his/her duties with reasonable accommodation because of sickness, accident, injury, mental or emotional incapacity or health for a period of twelve successive weeks beyond any accrued sick leave, an impartial board of three members agreed upon by the Employee and the City will be utilized to determine if an Employee is unable to discharge his/her duties due to any type of disability or inability to perform up to normal standards of city management. Employee or his/her representative and Employer shall appoint one board member each. The two members shall then agree upon a third member for fulfillment of this section. If Employee is determined unable to perform his/her duties, Employer shall have the option to terminate this agreement, subject to the severance pay requirements of Section 4, paragraph A. In the event that the impartial board does not or can not make a determination of disability within 30 days of the beginning of its deliberation process, the City Council shall have the right to make the final disability determination.

Section 7: Salary

Employer agrees to pay Employee for his/her services rendered pursuant hereto an annual base salary of \$85,000 payable in installments at the same time as other management employees of the Employer are paid. Upon completion of 6 months of service, a satisfactory performance evaluation, established residency within the city limits of Anamosa or interim arrangements approved by the Council, Employer agrees to increase the annual base salary to \$87,000. In addition, Employer agrees to increase said base salary and/or benefits of Employee in such amounts and to such extent as the Council may determine that is desirable to do so on the basis of an annual salary review of said Employee, as outlined within this agreement.

Section 8: Performance Evaluation

- A. The City Administrator shall review and evaluate the performance of the Employee at least once annually each year. Said review and evaluation shall be in accordance with specific criteria developed by the City Administrator. Further, the City Administrator shall provide the Employee with a summary written statement of his/her findings and provide an adequate opportunity for the Employee to discuss his/her evaluation with the City Administrator, and if necessary, the Council.
- B. Annually, the City Administrator and Employee shall define such goals and performance objectives that they determine necessary for the proper operation of the Police Department and in the attainment of the 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 their annual operating and capital budgets and appropriations provided. Evaluations shall relate to the achievement of mutually defined goals and objectives.
- C. In effecting the provisions of this Section, the Council and Employee mutually agree to abide by the provisions of applicable law.

Section 9: Outside Activities

Employee shall not engage in teaching, consulting, or other non-Employer-connected business without the prior approval of the City Administrator.

Section 10: Residential Requirement/Moving/Relocation Expenses

Employee shall be paid for the expenses of packing and moving Employee, Employee's family, and Employee's personal property from West Liberty, Iowa to Anamosa with reimbursement being made to the Employee with the receipt of invoices in an amount up to \$5,000. Employee shall be granted up to 365 days from the date of this agreement, to establish residency within the municipal boundaries, unless interim arrangements have been approved by the City Council. Employee shall continue to reside within the corporate limits during the term of employment unless specifically changed by the City Council within future employment agreements. If the Employee voluntarily terminates employment with Employer within one year of the effective date of this agreement, the Employee shall reimburse the Employer 100% of the lump sum moving expense paid to the Employee. If the Employee voluntarily terminates employment with Employer within two years of the effective date of this agreement, the Employee shall reimburse the Employer 50% of the lump sum moving expense paid to the Employee.

Section 11: Automobile and Cell Phone

Employee's duties require that he shall have the use of a City vehicle at all times during his/her employment with Employer. Said vehicle shall be used by the Employee for City business only and no one but City personnel shall be in the vehicle when in use. Employer shall be responsible for paying for liability, property damage and comprehensive insurance and for the purchase, operation, maintenance, repair and regular replacement of said automobile.

The Employer shall provide the Employee a City issued cell phone for City business that the Employee may use for personal use as well. If the Employee's personal use of the City issued cell phone should result in additional fees, charges, or roaming charges in excess of the usual and customary costs, then the Employee shall reimburse the Employer for these additional costs.

Section 12: Vacation, Sick, and Military Leave

- A. As an inducement to Employee to become Chief of Police at signature hereof, Employee shall be credited with 5 days of vacation leave and 10 days of sick leave. Thereafter, Employee shall accrue, and have credited to his/her personal account, 10 days of vacation time per year.
- B. The Employee shall accrue sick leave time at the same rate as other City employees and shall be entitled to same rights and privileges regarding sick leave time as other City employees.
- C. Employee shall be entitled to military reserve leave time pursuant to state law and Anamosa policy.
- D. Employer shall provide one day of administrative leave on annual basis. This leave is on a "use it or lose it" basis. In other words, if the leave is not used within the specified calendar year, the Employee is not entitled to accrue the leave or receive cash for it.
- E. The parties recognize and agree that the Employee must devote substantial time to the exercise of the duties and responsibilities as Chief of Police. The Employee shall attempt to maintain regular hours, however in consideration of the time that the Employee must expend in performing the duties and

responsibilities of the position during nonbusiness hours, then he shall be allowed to take compensatory time as he shall deem appropriate. The Employer may at any time request a record of the Employee's work time and use of compensatory time in order to ensure that it is not being abused.

Section 13: Health and Life Insurance

- A. Employer agrees to enroll employee and dependents into the City's medical, dental, and vision insurance plan effective December 1, 2023. These effective dates are based upon an employment starting date of November 21, 2023 or sooner. The City shall pay 90% of cost for Employee and dependents medical insurance premium.
- B. Employee agrees, if requested by the City Council, to complete once per calendar year a physical examination by a qualified physician selected by the Employer, the cost of which shall be paid by Employer.

Section 14: Retirement

The Employer shall make the required contributions to the Iowa Public Employees Retirement System (IPERS) on the Employee's behalf. The Employee shall be required to make the employee contributions to IPERS, as required by State law.

Section 15: Dues and Subscriptions

Employer agrees to budget not less than \$1,000.00 annually and to pay for the professional dues and subscriptions of Employee necessary for his/her continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his/her continued professional participation, growth and advancement, and for the good of the Employer, This figure to be reviewed and adjusted annually, as needed and possible, during budget process.

Section 16: Professional Development

Employer hereby agrees to budget not less than \$2,200.00 annually to pay the registration, travel and subsistence expenses of Employee for professional and official travel, meetings, short courses, institutes and seminars and occasions adequate to continue the professional development (ie. C.E.U.s) of Employee and to adequately pursue necessary official and other functions for Employer, as directed.

Section 17: Indemnification

In addition to that required under state and 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 Chief of Police. Employer will pay the amount of any settlement or judgment rendered thereon. This paragraph shall not apply to intentional, reckless, or criminal acts of the Employee.

Section 18: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance. If Employee is not bondable this agreement is null and void or will be considered cause for termination.

Section 19: Other Terms and Conditions of Employment

- A. The Council, in consultation with the Administrator, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the Anamosa charter or any other law.
- B. All provisions of the Anamosa City Code, and regulations and rules of the Employer relating to vacations and sick leave, retirement and pension system contributions, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, shall also apply to Employee as they would to other employees of Employer.
- C. With the exception of the benefits credited in Section 13 of this agreement, Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded department heads, including provisions governing accrual and payment thereof on termination of employment, unless otherwise stated within this agreement.
- D. Employee must obtain and pass physical and drug/alcohol tests prior to employment. City will pay the cost of the physical and drug test. In the event that the Employee fails the physical or drug/alcohol tests, this agreement is null and void or will be considered cause for termination.
- E. Employee is subject to a fingerprint criminal background check at a time and place that is mutually agreeable to the Employer and Employee. In the event that this criminal background check reveals that you have a criminal record, this agreement is null and void or will be considered cause for termination.

Section 20: No Reduction of Benefits

Employer shall not any time during the term of this agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such a reduction across-the-board for employees of the Employer.

Section 21: Representation of Employer

Employer represents that it has the legal authority to enter into and be bound by the terms of this agreement.

Section 22: Severability

If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Section 23: Notices

Notices required pursuant to this agreement may be personally served by any two of the following manners - ordinary mail, fax, e-mail, or in person. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.


Section 24: General Provisions

- A. The text herein shall constitute the entire agreement between parties.
- B. This Agreement shall not be changed unless the change is reduced to writing and signed by both parties.
- C. Law of Iowa to apply and actions for enforcement of contract to be brought in Iowa.
- D. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- E. This agreement shall become effective commencing, October 23, 2023.
- F. The starting date of employment shall be on or before November 21, 2023, unless a mutually agreed upon date is selected.

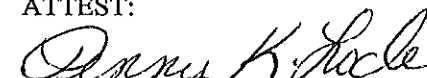
IN WITNESS WHEREOF, the City of Anamosa has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this agreement, both in duplicate, the day and year first above written.

City of Anamosa, Iowa


Rod Smith, Mayor


Eric Werling, Employee

ATTEST:


Penny Lode, City Clerk

(Seal)

ORDER REGARDING REMOVAL OF APPOINTED OFFICIAL
(RESOLUTION 2025-52)

To: Eric Werling, *by Certified Mail, Return Receipt Requested*

From: Anamosa City Council

cc. Kaylee Palmer, City Clerk, City of Anamosa

Date: August 13, 2025

Subject: **REMOVAL PURSUANT TO IOWA CODE § 372.15**

For the following reasons, Chief Eric Werling is removed from his position as Chief of Police:

Removal pursuant to Paragraph 4A of Employment Agreement.

PURSUANT TO IOWA CODE SECTION 372.15, THIS DOCUMENT HAS BEEN FILED WITH THE CITY CLERK, THEREBY PROVIDING THE REASONS FOR THE REMOVAL.

By Resolution 2025-52 Passed by the Council on August 13, 2025.

Signature: _____ Date: _____
Mayor

Original: Clerk
Copy: Eric Werling

Councilmember _____ introduced this Resolution and moved for its adoption.

Councilmember _____ seconded the motion to adopt.

The roll was called and the following indicates the result of the vote.

COUNCIL MEMBER	AYES	NAYS	ABSENT	ABSTAIN
CRUMP				
K. SMITH				
TUETKEN				
D. SMITH				
WEIMER				
GOMBERT				

PASSED AND APPROVED this 13th day of August, 2025.

ROD SMITH, MAYOR

ATTEST:

JEREMIAH HOYT, CITY ADMINISTRATOR

ARTICLE 15: WAGES

15.1 Wage Scale

Following is the pay rate steps for all classifications of the bargaining unit for present contract year. Employees will move to the next step at the beginning of each fiscal year, maxing out at Step 5. An employee that becomes certified will move to Step 1 effective the following pay period. An employee must have been on the preceding step for a minimum of six (6) months before being eligible for the fiscal-year transition to the next step. Previously-certified new hires may be advanced up to Step 3 at the Police Chief's sole discretion.

Article 15.1: WAGE SCALE

Memorandum of Understanding

August 2025

Participating Parties

It is the mission of the City of Anamosa (Hiring Agency) and its Police Department to collaborate in an effort to improve our recruiting for future employees. The changes in starting pay, allowing a new employee with experience and training, to be placed in an appropriate step evaluated and decided upon by the Hiring Agency allows them to recognize and compensate newly hired employees for their experience in the field.

Current Contract:

“Following is the pay rate steps for all classifications of the bargaining unit for present contract year. Employees will move to the next step at the beginning of each fiscal year, maxing out at Step 5. An employee that becomes certified will move to Step 1 effective the following pay period. An employee must have been on the receding step for a minimum of six (6) months before being eligible for the fiscal-year transition to the next step. Previously-certified new hires may be advanced up to Step 3 at the Police Chief’s sole discretion.”

Proposed Changes:

“Following is the pay rate steps for all classifications of the bargaining unit for present contract year. Employees will move to the next step at the beginning of each fiscal year, maxing out at Step 5. An employee that becomes certified will move to Step 1 effective the following pay period. An employee must have been on the receding step for a minimum of six (6) months before being eligible for the fiscal-year transition to the next step. Previously-certified new hires may be advanced to an appropriate step at the Hiring Agency’s discretion.”