



City of Mayer
Agenda for the City Council
Monday, October 28th, 2024 – 6:30 P.M.

Opening Items

1. Call Meeting to Order
2. Pledge of Allegiance

Approval of Agenda

3. Consider Approval of Agenda

Public Comment Period

4. Open Public Comment Period – Comments are limited to 5 minutes

Consent Agenda

5. Consider Approval of October 14th, 2024 City Council Minutes
6. Consider Approval of October 14th, 2024 City Council Workshop Minutes
7. Consider Approval of Claims for Payment
8. Consider Approval to Close City Hall the Day After Thanksgiving
9. Consider Approval of Gambling Exemption Permit for the Watertown Rod and Gun Club for an Event at the Mayer Community Center on March 1st, 2025

Business Items

10. Consider Approval of Off Sale Liquor License for Farmers Co-op Oil Company of Renville
11. Consider Adoption of Resolution Authorizing Knuckleheads and Heldt's Bar to Serve Alcohol at the Community Center for Events
12. Consider Action on Land Use Agreement with Mayer Baseball Club for City Hall Property Usage
13. Consider Motion to go to Closed Session for the City Administrator Annual Performance Evaluation Authorized by Minnesota Statute 13D.05(3)
14. Consider Motion to Reopen the Meeting
15. Consider Approval of Performance Evaluation Statement for the City Administrator

City Council Reports

16. City Council Individual Reports and Items

Adjournment

17. Adjourn Meeting

City of Mayer

City Council Meeting Minutes for October 14th, 2024

Present: Mayor Dodge, Council Members Wegner, Fautsch, McNeilly
Absent: Council Member Heldt
Staff: City Administrator Nicholas Johnson
City Clerk Alicia Menzel
Visitors: Don Wachholz
Darren Schuler, Watertown-Mayer School District Superintendent
Hunter Feldt, Watertown-Mayer School District Board Member
Mark Metz, Carver County Attorney

Opening Items

The meeting was called to order at 6:30pm by Mayor Dodge.
The Pledge of Allegiance was recited.

Approval of Agenda

A motion was made by Fautsch and seconded by McNeilly to approve the agenda as presented. All voted in favor. None voted against. The motion was carried.

Public Comment Period

There were no attendees for public comment.

Consent Agenda

A motion was made by Wegner and seconded by Fautsch to approve the consent agenda. All voted in favor. None voted against. The motion was carried.

1. Consider Approval of September 23rd, 2024 City Council Minutes
2. Consider Approval of September 23rd, 2024 City Council Workshop Minutes
3. Consider Approval of Claims for Payment (7231e to 7256e; 26043 to 26079)
4. Consider Approval of Staff Reports
5. Consider Approval of Final Pay Application for the Pavilion Project

Business Items

Presentation by Darren Schuler of the Watertown-Mayer State of the Schools – Watertown Mayer Superintendent Darren Schuler gave The State of the School Address. Some of the items reviewed were test scores and academic growth, the school’s new parking lot, and enrollment.

Consider Approval of the 2025 Prosecution Contract with the Carver County Attorney’s Office – Carver County Attorney Mark Metz was present to give an overview of the prosecution contract and the types of cases Carver County handles. A motion was made by McNeilly and seconded by Fautsch to approve the 2025 Prosecution Contract. All voted in favor. None voted against. The motion was carried.

Consider Adoption of Ordinance 246 Amending Chapter 51 Regarding Utility Billing, Collection and Charges – City Administrator Johnson reintroduced the ordinance with a new effective date of March 1, 2025. Councilmember Wegner stated she does not agree with

changing the due date of the utility bills. A motion was made by McNeilly and seconded by Fautsch to adopt Ordinance 246 amending City Code Chapter 51. Three voted in favor. One voted against. The motion was carried.

Consider Action of Land Use Agreement with Mayer Baseball Club for City Hall Property Usage – City Administrator Johnson reintroduced the item of the storage shed for Mayer Baseball and presented the draft land use agreement. The term of the agreement is proposed at 20 years with rent at \$150.00 per month. The Council will need to discuss what provisions, if any, will need to be added to cover an increase in rent. Discussion was held to review the agreement every five years to evaluate the rent. Mayor Dodge inquired if we need to add language restricting shed size. City Administrator Johnson will update the agreement and bring it back to another meeting.

City Council Reports

Councilmember McNeilly attended a virtual sidewalk meeting to review the survey results and discuss next steps to repair and/or replace sidewalk. City Administrator Johnson said Birch Drive was dropped from the list.

Adjournment

A motion was made by McNeilly and seconded by Wegner to adjourn the meeting. All voted in favor. None voted against. The motion was carried. Meeting adjourned at 7:20pm.

Attest:

Mayor

City Clerk

City of Mayer

City Council Workshop Minutes for October 14th, 2024

Present: Mayor Dodge, Council Members Fautsch, Wegner, McNeilly
Absent: Heldt
Staff: City Administrator Nicholas Johnson
City Clerk Alicia Menzel
Visitors: Don Wachholz

Opening Items

The workshop was called to order by Mayor Dodge.

Workshop Discussion Items

2025 Budget Update – City Administrator Johnson gave an update on the budget and presented numbers for utility rates to keep them stable. The Mayor feels the City can manage a small deficit in the Water Fund. Councilmember McNeilly inquired if the Council can review next year to see if accounts are still on track. City Administrator Johnson affirmed they will.

2024 Budget Year End Predictions – City Administrator Johnson reviewed year end fund balance predictions for 2024. The General Fund is predicted to have approximately \$200,000 revenue over expenditure. The Water Fund is anticipated to show a deficit of \$66,000 due to low irrigation use. The Sewer Fund will have a planned deficit due to engineering fees for the wastewater treatment facility project. The Storm Sewer Fund is predicted to show a surplus.

Cannabis Regulation Ordinance Preview – City Administrator Johnson presented the new cannabis draft ordinance. The Council reviewed registration of cannabis businesses, possible locations, classifying cannabis businesses as Interim Use Permit (IUP), and hours of operation.

Adjournment

The workshop was adjourned at 7:58pm.

Attest:

Mayor

City Clerk

Memorandum



To: City Council

From: Nicholas Johnson, City Administrator

Date: October 28th, 2024

Subject: Granting Authority for Knuckleheads and Heldt's Bar to Serve Alcohol at the Community Center Without a Caterers Permit

Honorable Mayor and City Council,

The City of Mayer issues on-sale intoxicating liquor licenses to Knuckleheads and Heldt's Bar. The liquor licenses allow them to serve alcoholic beverages to customers on their premises. The City of Mayer operates the Community Center as a rental space for various types of events. Knuckleheads and Heldt's have served alcohol at the Community Center for these sorts of events. Both establishments are normally required to have a Caterers Permit from the State of Minnesota with a liquor endorsement in order to serve at the Community Center.

Minnesota State Statute 340A.404 subd. 4 grants that the "governing body of a municipality may authorize a holder of a retail on-sale intoxicating liquor license issued by the municipality or by an adjacent municipality to dispense intoxicating liquor at any convention, banquet, conference, meeting, or social affair conducted on the premises of a sports, convention, or cultural facility owned by the municipality or instrumentality thereof having independent policy-making and appropriating authority and located within the municipality. The licensee must be engaged to dispense intoxicating liquor at an event held by a person or organization permitted to use the premises, and may dispense intoxicating liquor only to persons attending the event."

City staff have conferred with the City Attorney and Minnesota Alcohol and Gambling Enforcement Division to determine that the Mayer Community Center qualifies as a convention facility. The recommendation is to adopt a resolution which authorizes Knuckleheads and Heldt's Bar, as holders of on-sale intoxicating liquor licenses, to serve alcohol at the Community Center under the above cited statute.

The benefit of authorization would remove the requirement for the establishments to furnish a copy of their Caterers Permit whenever they serve at an event. Additionally, if their catering model became serving only at the Community Center, they could cancel their Caterers Permit entirely and save the cost. Conversely, there is no downside to granting the authorization.

Respectfully submitted,
Nicholas Johnson, City Administrator

City of Mayer
Resolution 2024-13

**A Resolution Authorizing Knuckleheads and Heldt’s Bar to Dispense Intoxicating Liquor
at Events in the Mayer Community Center under Minnesota Statute 340A.404 Subd. 4**

WHEREAS, the City of Mayer issued on-sale intoxicating liquor licenses to Knuckleheads Bar & Grill and Heldt’s Bar; and,

WHEREAS, the City of Mayer owns and operates the Mayer Community Center as a convention center under Minnesota Statute 340A.404 Subd. 4; and,

WHEREAS, Minnesota Statute 340A.404 Subd. 4 grants authority to the governing body of a municipality to authorize on-sale intoxicating liquor license holders within their jurisdiction to dispense intoxicating liquor at any convention, banquet, conference, meeting, or social affair conducted on the premises of a sports, convention, or cultural facility owned by the municipality.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Mayer, Minnesota that Knuckleheads Bar & Grill and Heldt’s Bar are authorized under Minnesota Statute 340A.404 subd. 4 to dispense intoxicating liquor at any convention, banquet, conference, meeting, or social affair conducted on the premises of the Mayer Community Center located at 413 Bluejay Avenue.

Adopted by the City Council of the City of Mayer this 28th day of October, 2024.

Attest:

Mayor

City Clerk

City of Mayer

Land Use Agreement Between the City of Mayer and the Mayer Baseball Club

This Agreement is made and entered into this 28th day of October, 2024, by and between the City of Mayer, a Minnesota municipal corporation (hereinafter referred to as the "City"), and the Mayer Baseball Club, a Minnesota nonprofit organization (hereinafter referred to as the "Club").

Recitals

Whereas, the City is the owner of certain real property located at 413 Bluejay Avenue, Mayer, Minnesota (the "Property"); and

Whereas, the Club wishes to construct and maintain a storage shed on a portion of the Property; and

Whereas, the City wishes to allow the Club to use a designated portion of the Property for such purposes, subject to the terms and conditions set forth in this Agreement.

Now, Therefore, in consideration of the mutual covenants and agreements contained herein, the City and the Club hereby agree as follows:

Grant of Land Use Rights

The City hereby grants to the Club the right to construct and maintain a storage shed on the Property, at a specific location approved by the City (the "Premises"), shown in Exhibit A, subject to the terms and conditions of this Agreement.

Term

This Agreement shall commence on the date first written above and shall continue for a period of 20 years, unless sooner terminated in accordance with the provisions of this Agreement.

Rent

The Club agrees to pay the City rent in the amount of One Hundred Fifty Dollars (\$150.00) per month for the use of the Premises. Rent payments shall be due on the first day of each month, commencing on the first day of the month following the execution of this Agreement. Rental payment may also be made in one annual lump sum of One Thousand Eight Hundred Dollars (\$1,800). Payments shall be made payable to the City of Mayer and delivered to City Hall or to such other place as the City may designate.

Every third year during the term of the Agreement the City shall review the amount of rent charged and determine if an adjustment, if any, is warranted. The Club shall be included in these discussions.

Rent shall not begin until the construction of the storage shed has been completed.

Use of Premises

The Premises shall be used solely for the construction, maintenance, and operation of a storage shed for the Club's equipment and related purposes. Any other use of the Premises is prohibited without the prior written consent of the City.

The Club proposes to construct a storage shed of approximately 12' wide by 20' length by one-story height dimensions. Any alterations, including expansions, sought by the Club for the storage shed from the original dimensions stated above must be approved by the City.

Construction and Maintenance

The Club shall be solely responsible for the construction and maintenance of the storage shed, including all costs associated therewith. The shed must comply with all applicable building codes and ordinances, and the Club shall obtain all necessary permits prior to beginning construction.

Insurance

The Club shall maintain, at its own expense, comprehensive general liability insurance in an amount not less than \$1,000,000 per occurrence, naming the City as an additional insured. Proof of insurance shall be provided to the City prior to the commencement of construction and shall be maintained throughout the term of this Agreement.

The Club, at its discretion, shall be responsible for maintaining property insurance on the shed and its contents. On behalf of the Club and its insurer, the Club hereby waives and releases any right or claim to recover damages from the City for any loss or damage to the Club's property, including the loss of pull tabs. This waiver does not apply to any loss resulting from the willful, wanton or intentional misconduct of the City or any person acting on behalf of the City.

Indemnification

The Club agrees to indemnify, defend, and hold harmless the City, its officials, employees, and agents from any and all claims, damages, losses, or expenses (including reasonable attorney's fees) arising out of or related to the construction, maintenance, or use of the storage shed, except for any claims resulting from the City's own negligence or misconduct.

Termination

Either party may terminate this Agreement by providing 90 days written notice to the other party. Upon termination, the Club shall, at its own expense, remove the storage shed and restore the Premises to its original condition, unless otherwise agreed to by the City.

Compliance with Laws

The Club agrees to comply with all applicable federal, state, and local laws, rules, and regulations in its use of the Premises, including but not limited to obtaining all necessary permits and licenses.

No Interest in Property

This Agreement does not create any interest or estate in the Property for the benefit of the Club. The Club’s right to use the Premises is a license only, revocable in accordance with the terms of this Agreement.

Miscellaneous

- a. Amendments. Any amendments to this Agreement must be in writing and signed by both parties.
- b. Assignment. The Club may not assign or transfer its rights under this Agreement without the prior written consent of the City.
- c. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
- d. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the use of the Premises and supersedes any prior understandings or agreements, oral or written.
- e. Savings Clause. If a court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

City of Mayer

Mayer Baseball Club

Mayor

President

City Clerk

Secretary

Date

Date

Exhibit A



On October 28, 2024 the City Council met in closed session to conduct an annual performance review of the City Administrator. Minnesota State statutes 13D.05(3) provides that:

A public body may close a meeting to evaluate the performance of an individual who is subject to its authority. The public body shall identify the individual to be evaluated prior to closing a meeting. At its next open meeting, the public body shall summarize its conclusions regarding the evaluation.

Summary of City Administrator Performance Evaluation

Dated October 28, 2024

The City Council for the City of Mayer met for the purposes of a performance evaluation of the City Administrator, Nicholas Johnson, on October 28, 2024.

The Mayor and City Council members evaluated the City Administrator in areas reflecting job knowledge and abilities. Nicholas Johnson was ranked _____ in the overall compilation of all categories. Nicholas Johnson was also evaluated on core competencies including City Council relationships, public relations, leadership, fiscal management, personal characteristics and dependability, decision making and problem solving, communication, and organizational management. Nicholas Johnson was ranked _____ in the overall compilation of these categories as well.