



City of Mayer
Agenda for the City Council
Tuesday, November 12th, 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 28th, 2024 City Council Minutes
6. Consider Approval of Claims for Payment
7. Consider Approval of Staff Reports

Business Items

8. Conduct Public Hearing on Proposed Assessments
9. Consider Adoption of Resolution Certifying Assessments
10. Consider Adoption of Resolution Canvassing the 2024 Election
11. Consider Approval of Employment Agreement for the City Administrator

City Council Reports

12. City Council Individual Reports and Items

Adjournment

13. Adjourn Meeting

City of Mayer

City Council Meeting Minutes for October 28th, 2024

Present: Mayor Dodge, Council Members Wegner, Fautsch, McNeilly, Heldt
Absent: None
Staff: City Administrator Nicholas Johnson
City Clerk Alicia Menzel
Visitors: None

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 Heldt and seconded by McNeilly to approve the agenda as presented. All voted in favor. None voted against. The motion was carried. Mayor Dodge announced the City Council workshop for after the meeting will be cancelled due to lack of discussion items.

Public Comment Period

There were no attendees for public comment.

Consent Agenda

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

1. Consider Approval of October 14th, 2024 City Council Minutes
2. Consider Approval of October 14th, 2024 City Council Workshop Minutes
3. Consider Approval of Claims for Payment (7257e to 7265e; 26080 to 26111)
4. Consider Approval to Close City Hall the Day After Thanksgiving
5. 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

Consider Approval of Off Sale Liquor License for Farmers Co-op Oil Company of Renville – City Administrator Johnson stated a new application for an off-sale liquor license was received for the Fill Me Up gas station. Farmers Co-op Oil Company of Renville is purchasing the property. Liquor licenses are non-transferrable which requires the new owners to apply for a new license. A motion was made by Fautsch and seconded by Wegner to approve the Off Sale Liquor License for Farmers Co-op Oil Company of Renville. All voted in favor. None voted against. The motion was carried.

Consider Adoption of Resolution Authorizing Knuckleheads and Heldt's Bar to Serve Alcohol at the Community Center for Events – City Administrator Johnson reported both establishments serve alcohol at the Community Center and State Statute allows authorization to be given to establishments to serve alcohol without a caterer's permit. A motion was made by Fautsch and seconded by Heldt to adopt the Resolution Authorizing Knuckleheads and Heldt's

Bar to Serve Alcohol at the Community Center for Events. All voted in favor. None voted against. The motion was carried.

Consider Action on Land Use Agreement with Mayer Baseball Club for City Hall Property Usage – City Administrator Johnson reintroduced the agreement with the updated language requested by Council. A motion was made by McNeilly and seconded by Heldt to approve the Land Use Agreement with Mayer Baseball Club. All voted in favor. None voted against. The motion was carried.

Consider Motion to go to Closed Session for the City Administrator Annual Performance Evaluation Authorized by Minnesota Statute 13D.05(3) – A motion was made by Heldt and seconded by Wegner to adjourn to closed session at 6:38pm. All voted in favor. None voted against. The motion was carried.

Consider Motion to Reopen the Meeting – A motion was made by McNeilly and seconded by Heldt to reopen the meeting at 8:15pm. All voted in favor. None voted against. The motion was carried.

Consider Approval of Performance Evaluation Statement for the City Administrator - On October 28th, 2024 the City Council met to perform an evaluation of the City Administrator’s job knowledge and ability per Minnesota State Statutes 13D.05(3). The City Council reported that the City Administrator performance meets expectations. A motion to approve the performance evaluation public statement for the City Administrator was made by McNeilly and seconded by Heldt. All voted in favor. None voted against. The motion was carried

City Council Reports

There were no reports.

Adjournment

A motion was made by McNeilly and seconded by Heldt to adjourn the meeting. All voted in favor. None voted against. The motion was carried. Meeting adjourned at 8:18pm.

Attest:

Mayor

City Clerk

NIBRS - Activity Codes

Activity Code	Descriptor	
GROUP A		
AC	Animal Cruelty	Abuse or neglect of animal
AR	Arson	Intentionally destroy property by fire
A	Assault	Altercation between parties where physical harm occurred
AA	Aggravated Assault	Assault where substantial injury is caused or weapon used
BB	Bribery	Offering, giving, receive anything of value to sway judgement
B	Burglary	Unlawful entry into a structure to commit a crime
CF	Counterfeiting/Forgery	Alter, copy, imitation, passing a copy as an original
P	Property Damage	All damage to property
D	Drugs	All drug violations, possession of, sale of, manufacture of
EM	Embezzlement	Misappropriation of money, property entrusted to person
EX	Extortion/Blackmail	Unlawful obtain money, property by use or threat of force
U	Fraud	Intentional perversion of truth to obtain money or property
G	Gambling	Unlawful operate, promote or assist in operation of gambling
H	Homicide	Intentional taking of a persons life
HT	Human Trafficking	Induce a person to perform sex act or labor via force, fraud or coercion
K	Kidnapping	Unlawful seizure, transport or detain person against their will
T	Theft/larceny	Taking of property, stealing
V	Motor Vehicle Theft	Theft of a motorized vehicle
PO	Pornography	Manufacture, publish, sell, buy, possess sexually explicit material
PR	Prostitution	Unlawfully engage in or promote sexual activity for anything of value
R	Robbery	Taking of property by use of force
S	Sex Offenses	Forcible sexual assault
SN	Sex Offenses, Nonforcible	Nonforcible sexual intercourse (incest, statutory rape)
SP	Stolen Prop Offenses	Receive, buy, sell possess, conceal, transport known stolen property
W	Weapons	Violation of manufacture, sale purchase, transport use firearm

GROUP B

BC	Bad Checks	Intentional issuance of check against insufficient or nonexistent funds
CL *	Curfew/Loitering	Curfew violation/ person remain in area w/o visible means of support
DP *	Disorderly Conduct	Behavior tends to disturb public peace/shock public sense of morality
J	Driving Under Influence	Traffic stop or accident involving drive under influence
DR *	Drunkness	Drink alcohol to extent substantial impairs mental and physical function
FO	Family Offense, Non violent	Unviolent acts by family member against another family member
LV	Liquor Law Viol	Illegal consumption, sale, possession of liquor
PT *	Peeping Tom	Secretly look in windows, doorway, keyhole for purpose of voyeurism
RU	Runaway	Juvenile runaway
TR *	Trespassing	Unlawfully enter land, dwelling or other real property
M	All Other Offenses	OFP/Danco violation, Traffic - Hit & run accident
		All other offense not included in other A & B classifications
O *	Ordinances	Laws/rules created by county or cities.
*		Use only when Enforcement used (citation or arrest)

Activity Codes
Non-criminal, Traffic and Administrative

NON CRIMINAL		
Code	Description	
1	Misc. NonCriminal	Gen law enforcement questions: citizen assists, lost and found property civil disputes, juvenile disciplinary issues, etc
2	Unlock Veh/Bldg	Unlock doors of automobile, residence or business for owners
3	Alarm	Checking on an alarm at a private residence or business
4	Domestic	Verbal argument between parties. Must have relationship. No charges
5	Missing Person	Missing / Lost person (not runaway)
6	Abuse/Neglect - Info only	Abuse or neglect of children or adults
9	Animal	Animal bites, stray animals. All calls involving animals
10	Medical	Assist persons with medical issues, natural cause deaths
11	House/Business Check	Check on residences or business when owners are away from property
12	Assist other Agency	Assist other law enforcement, state patrol, govt depts, EMT or medical
13	Fire Call	Fires and assist to fire departments
15	Mental Health	Suicides, 72 hr holds for mental health issues
16	Civil Process	Service of civil papers. Assist with civil standby situations
17	Transport	Transport persons for various reasons.
19	Warrant Service	Service of warrant for Carver County and other counties.
20	Boat & Water	All incidents involving boats, watercraft and/or lakes
21	Snowmobile	All incidents involving snowmobiles
22	ATV	All incidents involving ATV
30	Suspicious Activity	Suspicious persons, acts or vehicles. Accidental 911 calls
31	Open Door	Located an open door to a business or residence
34	Drug - Info Only	Drug information only
35	Disturbance - Info Only	Noise complaint, disturbing peace
60	Child Custody Dispute	Incidents involving dispute over child custody

TRAFFIC RELATED		
Code	Description	
8	Traffic - Misc	Misc. traffic issues, stalled vehicle, debris on roadway, traffic control, veh in ditch, assists, all parking issues
38	Traffic - Stops	All traffic stops initiated by officers
50	Auto Accd - Prop Damage	Auto accident in which only property damage occurred
51	Auto Accd - MV vs deer	Auto accident involving a motor vehicle and deer
52	Auto Accd - Injury	Auto accident in which injury and property damage occurred
54	Auto Accd - Fatality	Auto accident in which a fatality occurred
80	Driving Complaint	Complaints of bad driving behavior.

ADMINISTRATIVE

Code	Description	
0	Call Error	Calls for service created in error
18	Warrant Issued	Warrant issued by Carver County Court Administration
23	Explosive/Firearm Dealer	Application for a permit for explosives or firearms dealer license.
24	Gun Permit - Acquire	Application for a permit to purchase a handgun.
25	Gun Permit -Carry (new)	Application for a permit to carry a handgun.
26	Gun Permit - Transfer	Application for the transfer of a reg. gun from one individual to another.
28	Gun Permit - Carry (renewa	Application to renew a permit to carry a handgun.
32	Gun Permit - Carry Late Re	Application to renew a permit to carry a handgun after 90 day expiration
37	Rec Ck - Immigration	Records check for updating immigration status
39	Rec Ck - Gambling Permit	Records check for gambling permit
40	Rec Ck - Citizen Academy	Records check for citizens academy
41	Rec Ck - Adoption	Records check for adoption
42	Rec Ck - Carver Cty Employ	Records check for Carver County employment
43	Rec Ck - SO Employ	Records check for Carver County Sheriff's Office employment
44	Rec Ck - SO Volunteer	Records check for Carver County Sheriff's Office Volunteer
45	Rec Ck - DHS	Records check for Dept of Human Services
46	Rec Ck - Name Change	Records check for Name change purposed
47	Rec Ck - Other Employ	Records check for other employment
48	Rec Ck - Individual	Records check for an individual
49	Rec Ck - Military	Records check for the military
61	License - Day Care	Records check for a day care license
62	License - Foster Care	Records check for a foster care license
63	License - Liquor	Records check for a liquor license
64	License - Massage Parlor	Records check for a massage parlor license
65	License - Fireworks	Records check for fireworks permit
66	License - Peddler	Records check for peddlers license
999	Sealed	Records are sealed by Court Order



City of Mayer
October 2024



Carver County Sheriff's Office
Monthly Calls for Service
From: 10/01/2024 To: 10/31/2024

Mayer City

Patrol

A Offense

Property Damage	1
Pornography	1
Theft	1
Fraud	1

Total A Offense: 4

Non Criminal

Misc Non-criminal	5
Alarm	1
Domestic	1
Missing Person	1
Abuse/Neglect (Info Only)	5
Animal	1
Medical Calls Received	5
Suspicious Activity	3
Open Door	1
Disturbance (Info Only)	1
Theft	1

Total Non Criminal: 26

Traffic

Traffic - Misc	2
Traffic Stop	1
Pd Accident	1

Total Traffic: 4

Total Patrol: 33

Administrative

Administrative

GunPermit-CarryNew	4
GunPermit-CarryRenew	1
Lic - Liquor	1

Total Administrative: 6

Total Administrative: 6

Total Mayer City: 39



Carver County Sheriff's Office
Verbal Warnings
From: 10/01/2024 to 10/31/2024

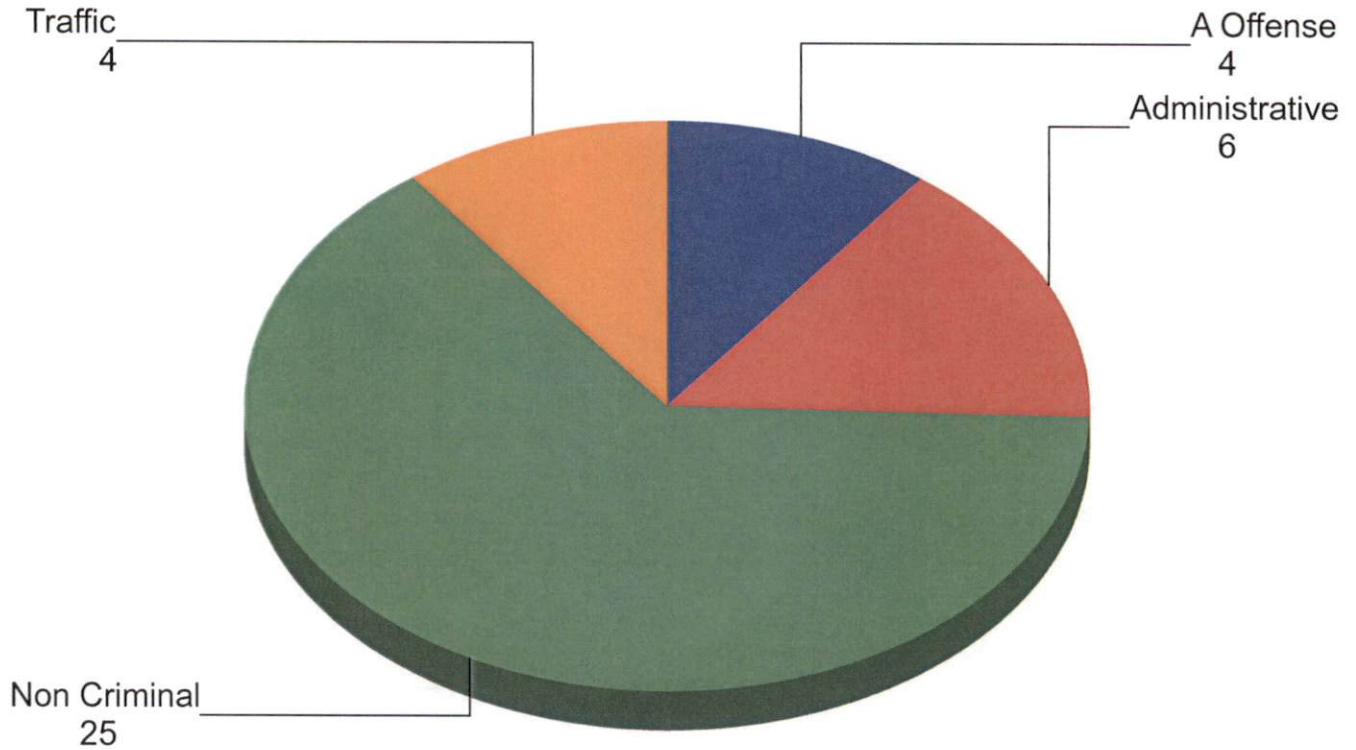
Mayer City

Traffic Stop:	1
Grand Total Verbal Warnings:	1



Carver County Sheriff's Office
Monthly Calls for Service
From: 10/01/2024 To: 10/31/2024

Mayer City



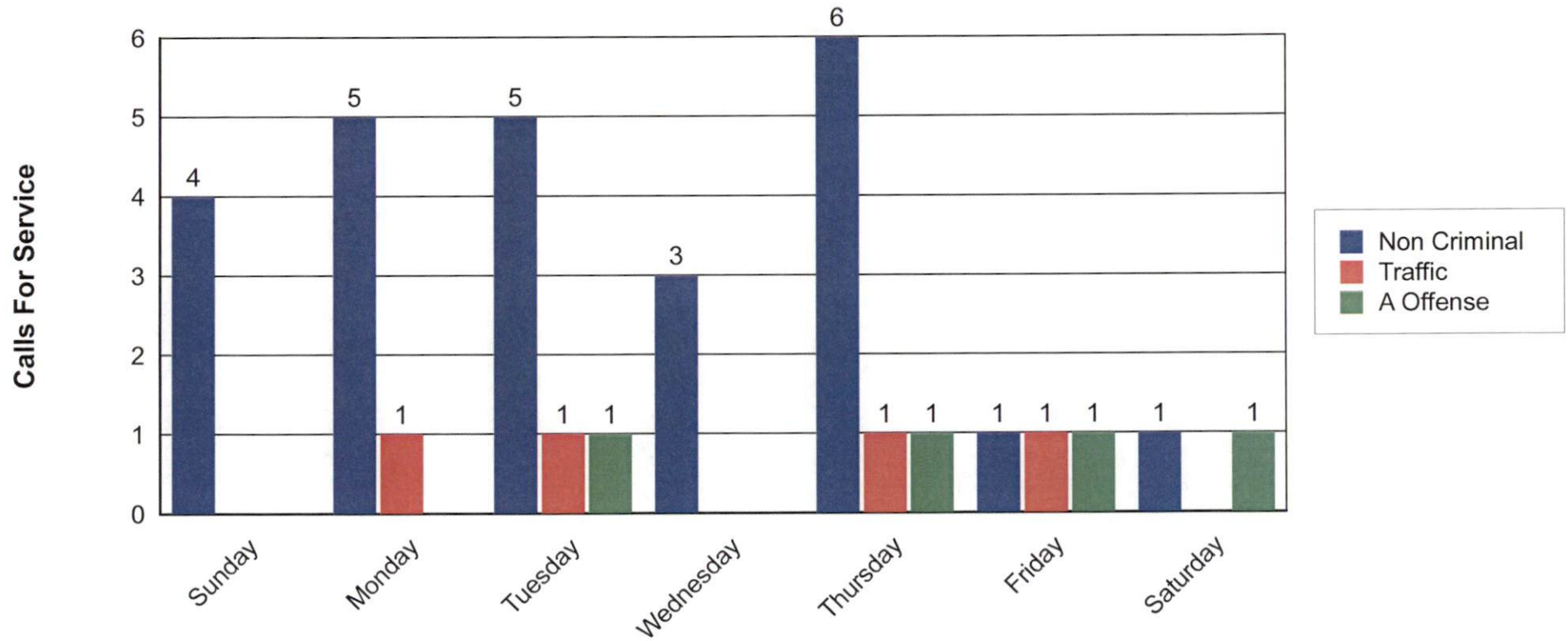
Total A Offense:	4
Total Non Criminal:	25
Total Traffic:	4
Total Administrative:	6

Total Mayer City: 39



Carver County Sheriff's Office
Day of Week Analysis of Calls for Service
Patrol Activity
From: 10/01/2024 To: 10/31/2024

Mayer City

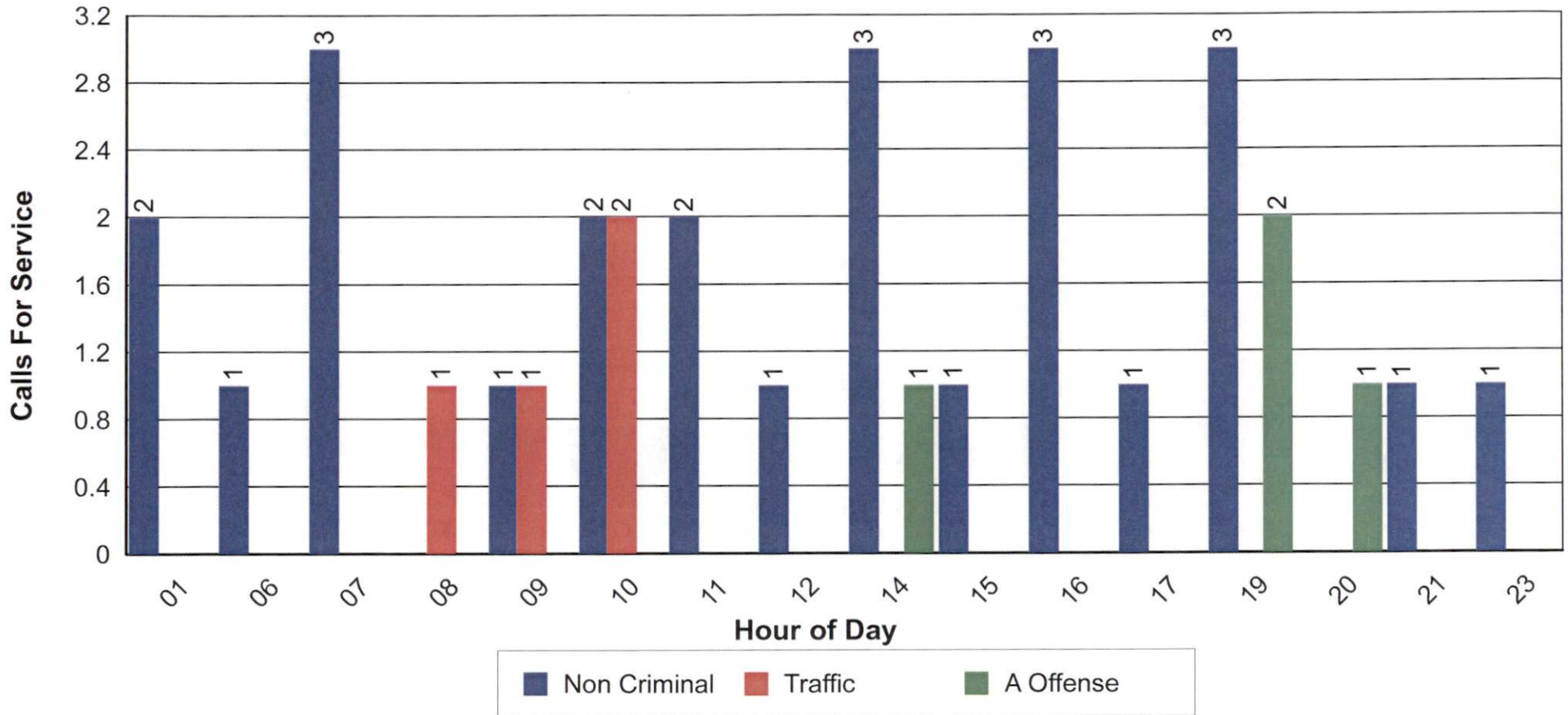


Total Mayer City: 33



Carver County Sheriff's Office
Hour of Day Analysis of Calls for Service
Patrol Activity
From: 10/01/2024 To: 10/31/2024

Mayer City



Total Mayer City: 33

**October 2024
Mayer Update
Carver County Sheriff's Office
Cpl. Brad Hendricks #851**

In comparing this month to October of 2023, this month was slightly slower than last year. October 2024 has fewer bigger calls for service (i.e., domestics, mental health related calls). As expected, the end of the month produced a couple of thefts of political signs. The city of Mayer has continued its streak of no reported thefts from motor vehicles. A job well done by the residents who have taken the first step in protecting their belongings.

There have been no new trends being noticed in neighboring cities.

Traffic concerns are still being monitored especially during the morning hours when busses are picking up children. For the first two months of school, commuters have been paying attention to busses in the area not only in the morning but in the afternoon as well. Traffic appears to be normal with the exception of the large amount of side dump trucks traveling on Hwy 25 in both directions. These trucks are part of the Hwy 212 project.

Besides having another poor weather experience on Halloween, the day went well and plenty of candy was handed out.



Real People. Real Solutions.

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Bolton-Menk.com

MEMORANDUM

Date: November 1, 2024
To: Honorable Mayor and City Council
From: David P. Martini, P.E.
RE: November Engineering Report

The following is a summary of the work that Bolton & Menk has completed on behalf of the city during the past month:

Miscellaneous Services

We have attended staff and council meetings, as needed, and continue to follow through on the miscellaneous engineering needs of the city. Miscellaneous items include:

- Review of lot surveys for new homes in Cold Water Crossing.
- Review of preliminary planning for development at 704 Ash Ave. South.
- CIP planning and cost estimates.
- Coordination of quotes for street repairs in Cold Water Crossing.

Old Schoolhouse Park Trail Improvements

Design work has been completed for the Old School House Park Trail Improvement project, which is being funded by the DNR grant associated with the Splash Pad.

Street Improvements

Final oversight of the 2024 Seal Coating Project was completed.



2024 Building Permit Activity Report

Residential Buildings	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
Single Family	1	0	1	2	3	1	0	3	1	0			12
Townhomes	0	0	0	0	0	0	0	0	0	0			0
Apartments	0	0	0	0	0	0	0	0	0	0			0
Other Permits	1	9	13	23	19	10	20	12	16	20			143
Total Residential Permits	2	9	14	25	22	11	20	15	17	20	0	0	155

Commercial Buildings	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
New	0	0	0	0	0	0	0	0	0	0			0
Other Commercial Permits	0	1	2	1	0	1	1	1	2	3			12
Total Commercial Permits	0	1	2	1	0	1	1	1	2	3	0	0	12

Housing History	2018	2019	2020	2021	2022	2023	2024
Single Family	34	27	31	9	3	7	12
Townhomes	4	2	4	2	4	2	0
Apartments	0	0	0	0	0	0	0
Total New Housing Permits	38	29	35	11	7	9	12

Total of All Permits	174	166	230	177	160	121	167
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2024 Compost & Recycling Site Activity Report

Vehicle Count	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
Vehicle Count	290	333	337	543	494	589	405	567	574	811	0	0	4,943

Compost & Recycling Hours	Wednesday	Saturday
April 1 to November 30	5pm - 8pm	8am - 2pm
All Year		8am - 2pm

The cover page features a dark blue diagonal banner across the top and middle. The text is centered on this banner. Below the banner, there is a light blue background with a white diagonal line and a thick orange horizontal bar at the bottom right.

City of Mayer
October 2024
Financial Report



Financial Report – General Fund

General Fund Expenses:

Worker Compensation coverage paid.

General Fund Revenues:

Building permit revenue tracking above budget.

Cell Tower revenue tracking above budget.

Received Police PERA reimbursement.



Financial Report – Water Fund

Water Fund Expenses:

Normal and expected.

Water Fund Revenues:

Revenues tracking below target.
WAC fees above target.



Financial Report – Wastewater Fund

Wastewater Fund Expenses:

Engineering fees on WWTF.
Final payment on 2017A Bond made.

Wastewater Fund Revenues:

Sewer revenues on target.
SAC fees above target.



Financial Report – Storm Sewer Fund

Storm Sewer Expenses:

Normal and expected.

Storm Sewer Revenues:

Storm Sewer revenues on target.



Financial Report – Investments & Cash Balance

Current: October

General -	\$783,484
Water -	\$475,004
Sewer -	\$1,689,822
Storm -	\$265,854
Total -	\$3,214,164

Prior: September

General -	\$779,217
Water -	\$469,768
Sewer -	\$1,945,500
Storm -	\$264,491
Total -	\$3,458,976



Financial Report – Investments & Cash Balance

Current: October

Fire CIP -	\$763,267
Fire Don. -	\$8,040
Park CIP -	\$(150,978)
EDA -	\$57,667
Trail CIP -	\$51,184
Str. CIP -	\$69,563
Gen. CIP -	\$338,712
Total	\$1,137,455

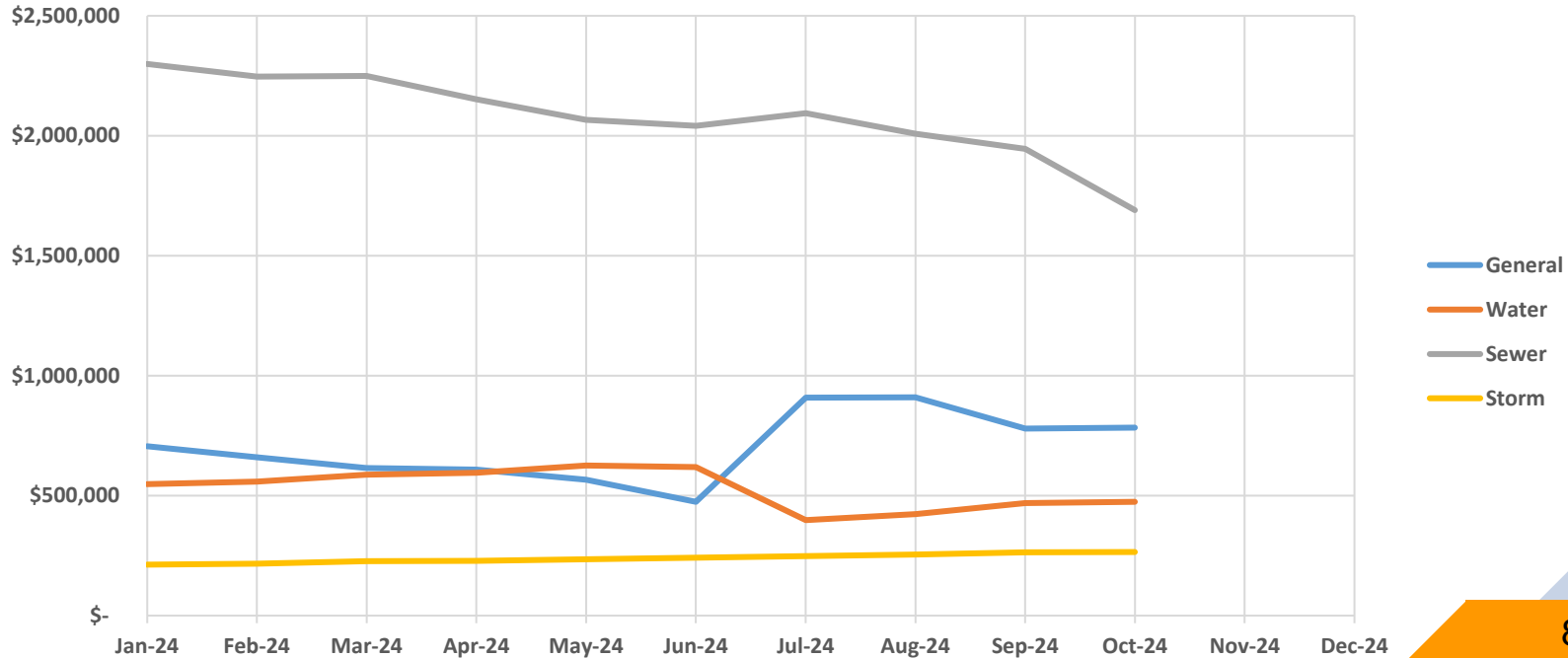
Prior: September

Fire CIP -	\$760,112
Fire Don. -	\$8,040
Park CIP -	\$(75,138)
EDA -	\$52,628
Trail CIP -	\$51,184
Str. CIP -	\$69,140
Gen. CIP -	\$337,577
Total	\$1,203,553



Financial Report – Investments & Cash Balance

Major Fund Balances - 2024





Date: November 3, 2024

TO: MAYER CITY COUNCIL/CONTRACTING TOWNSHIPS
 FROM: MAYER FIRE DEPARTMENT, ANDY MAETZOLD – FIRE CHIEF

SUBJECT: FIRE REPORT FOR MONTH ENDING – 10/31/2024

TOWNSHIP CALLS:

<u>DATE</u>	<u>TIME</u>	<u>TWP</u>	<u>DESCRIPTION/ADDRESS</u>	<u>MAN HOURS</u>	<u>Trucks used</u>
10-6-24	726	Waconia	P.I. Accident / 9325 Hwy 25	14	E11, R12

Mutual Aid Calls

<u>DATE</u>	<u>TIME</u>	<u>TWP/Town</u>	<u>DESCRIPTION/ADDRESS</u>	<u>MAN HOURS</u>	<u>Trucks used</u>
10-17-24	1456	Benton / NYA	Grass, Structure Fire / 13030 Hwy 212	21	G11, T12
10-18-24	1531	Watertown	P.I. Accident / Co. Rd 10 & Swede Lk Rd	11	E11

CITY OF MAYER CALLS:

<u>DATE</u>	<u>TIME</u>	<u>DESCRIPTION/ADDRESS</u>	<u>MAN HOURS</u>	<u>Trucks used</u>
10-14-24	1624	Medical / 419 Bluejay Ave. Apt. #106	12	R11
10-17-24	203	Lift Assist / 212 7 th St NE	11	R11
10-17-24	1646	Medical / 1716 Hidden Trail	13	R11

FIRE DEPARTMENT TRAININGS/ACTIVITIES

10-7-24	Department Training
10-10-24	Chief’s Meeting – Chief 1
10-13-24	Fish Fry
10-14-24	Fire Dept Meeting / Truck check
10-17,18,19-24	MSFCA Conference Chief 1, Chief 2, Captain 1
10-21-24	Group 2 training



Monthly Update

- This past month we ran 6 calls totaling 82-man hours.
- We had about 90 kids from Zion to the station for Fire Prevention.
- Chief 1, Chief 2, and Captain 1 attended the MN State Fire Chief's Association annual conference this month.

Station items

- Burns Security replaced keypad
- Sent in a SCBA to Alex Air to get repaired.

Truck items

- We are waiting for just a couple items before putting the new rescue in service.



To: Mayor and Council Members

From: Kyle Kuntz

Re: Public Works Activities from October 11th (2024) to November 7th (2024)

Besides normal day-to-day operations the Mayer Public Works Department performed the following tasks:

Parks

Public works staff have been working closely with the City Administrator and Contractor on the shelter and splash pad project. Have been consistently watering the new seeded area next to the splash pad project. Splash pad construction has begun, and public works has been assisting with the project as needed.

The soccer nets, volleyball net, and batting cage net have been removed for the season. The concession stand and park shelter bathrooms have been winterized and closed down for the season.

Roads

Contractor conducted fall street sweeping.

Water Treatment Plant

Took filter number two out of service and recharged filter media with a heavy concentration of potassium permanganate. Staff then backwashed the filter and put it back into service.

Conducted fall flushing to help remove stagnant water, iron, manganese, and to improve chlorine residuals.

Have been working with MDH and MRWA to finish up the city's service line inventory project.

Wastewater Treatment Plant

Contractor came and hauled out 180,000 gal of biosolids from the digester. Staff washed down digester walls and cleaned digester diffusers and assisted the contractor with cleaning out the influent channel in the pretreatment building. Staff also entered the digester tank to lower the outlet pipes the contractor uses to empty the digester tank. By doing this it allowed the contractor to empty more biosolids from the tank.

Assisted contractor with the biannual calibrations on all flow meters, which is required by the MPCA.

Miscellaneous

Staff removed all snow equipment for the dump truck from storage. All snow removal equipment has been mounted on the dump truck and the dump truck has been completely serviced per an outside contractor. The loader snow blade has also been mounted and adjusted. Summer equipment has been cleaned up and put away for the season.

Started cleaning and organizing the 'yard' that the public works facility before the winter season. Parts and piles collect in the yard throughout the course of the summer.



To: Mayor and City Council
From: Nicholas Johnson, City Administrator
Re: City Administrator Monthly Report

Splash Pad Update

The splash pad contractors had a bit of a rain delay but work continues. The in-ground recirculation tank is due to go in soon and the underground pipe work is coming along well. The weather continues to hold and allow for good progress.

2024 Elections

The General Election for the 2024 cycle went smoothly. Our staff were well prepared and executed as expected. I want to extend my gratitude and thanks to Alicia Menzel, our new City Clerk, on her first election as head election official. She did a very good job and handled it well.

Fire Department and Park Board Christmas Events

The Fire Department's Pictures with Santa event will be Friday December 6th from 5:00pm to 7:00pm at the Fire Station.

The Park Board's Christmas Tree Lighting event will be Sunday December 8th from 4:30pm to 5:30pm at Old Schoolhouse Park.

City of Mayer
Resolution 2024-14

Resolution for Certifying of Unpaid Delinquent Utility Bills and Miscellaneous Fees

WHEREAS, State Statute 444 authorizes cities to specially assess delinquent water, sewer, and storm sewer charges against the benefitting property that is delinquent for said charges; and

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon objections to the proposed certification of unpaid delinquent water, sewer, and storm water and unpaid miscellaneous fees relating to mowing services; and

WHEREAS, the property owners have been properly notified of said pending assessment; and

WHEREAS, Appendix A lists the property identification number and delinquent amounts.

NOW THEREFORE BE IT RESOLVED that the City Clerk will certify to the County Auditor for inclusion on the 2025 tax statements those lists as shown in Appendix A.

Adopted this 12th day of November, 2024 by the Mayer City Council.

Attest:

Mayor

City Clerk

City of Mayer

Appendix A to Resolution 2024-14

<u>Parcel ID:</u>	<u>Assessment:</u>	<u>Parcel ID:</u>	<u>Assessment:</u>
50.2260030	\$170.98	50.2110250	\$551.82
50.0010300	\$288.59	50.2440340	\$1,561.74
50.0061000	\$125.39	50.0061030	\$658.49
50.0060800	\$2,269.76	502440090	\$353.27
50.5500070	\$62.55	50.2110170	\$210.03
50.0061300	\$692.28	50.2440550	\$1,614.40
50.1250010	\$332.71	50.2440190	\$2,444.97
50.1250070	\$360.76	50.2440530	\$49.73
50.2410340	\$1,601.02	50.2440390	\$1,046.94
50.2420290	\$1,106.81	50.2440050	\$1,527.08
50.2420500	\$173.49	50.2440070	\$991.97
50.2420130	\$190.43	50.1300030	\$228.57
50.1280140	\$11.36	50.2470010	\$1,696.25
50.2430410	\$2,920.44	50.1310070	\$29.65
50.1290190	\$6.25	50.7250350	\$2,429.96
50.2420310	\$109.35	50.1310030	\$681.58
50.2430330	\$229.64	50.2470240	\$1,361.01
50.2420230	\$1,476.69	50.2470070	\$276.48
50.1290250	\$2,407.89	50.1310140	\$41.82
50.1280090	\$388.62	50.1310120	\$9.94
50.1250060	\$383.12	50.2260130	\$12,074.30
50.2420200	\$26.84	50.7010030	\$108.92
50.2430530	\$2,657.54	50.7010060	\$136.20
50.1280020	\$529.73	50.7010050	\$132.29
50.1290160	\$367.95		
Total:	\$49,107.60		

City of Mayer

Resolution 2024-15

Resolution Canvassing the 2024 Municipal General Election Results

WHEREAS, the City of Mayer, Minnesota did conduct and hold a General Municipal Election on November 5, 2024 for the purpose of voting on and electing a mayor for a two year term, two council members each for a four year term; and one council member for a two year term.

WHEREAS, that the City Council of the City of Mayer, Minnesota, hereby found, determined and declared that the Municipal General Election held in and for the City of Mayer on November 5, 2024 was in all respects duly and legally called and held and the returns thereof have been duly canvassed. The votes cast in said election were as follows:

<u>Office – Mayor:</u>	<u>Votes:</u>
Mike Dodge	951
Write-In	47
<u>Office – Council Member (4 year):</u>	<u>Votes:</u>
Chad Heldt	660
Emily Jackson	526
Peggy Wegner	411
Write-In	20
<u>Office – Council Member (2 year):</u>	<u>Votes:</u>
Samantha Fautsch	855
Write-In	20

NOW, THEREFORE, BE IT RESOLVED that the City Council, acting as the Canvassing Board and having canvassed the returns of the Municipal General Election held on November 5, 2024, hereby accepts the 2024 Municipal General Election results, as presented.

Adopted by the City Council for the City of Mayer, Minnesota this 12th day of November, 2024.

Attest:

Mayor

City Clerk

City Administrator Employment Agreement

This Agreement, made and entered into as of November 12th, 2024, by and between the City of Mayer, Minnesota, a municipal corporation ("City") and Nicholas Johnson ("Employee"). The City and Employee are hereinafter collectively referred to as the "Parties" and individually as a "Party."

Recitals

- A. The City desires to employ Employee as its City Administrator, and to secure and retain his services, and to provide sufficient inducement for him to remain in such position, and to encourage effective, professional and efficient execution of the City Administrator's responsibilities.
- B. Employee agrees to serve as City Administrator on the terms and subject to the benefits, inducements, and conditions agreed to by the Parties, which have been negotiated and agreed to by the Parties for their mutual benefit.
- C. Employee acknowledges that attached as Exhibit "A" hereto and incorporated herein by reference is a copy of Employee's position description as of the date of this Agreement.
- D. Employee acknowledges it is the City's right to change, revise, or modify Employee's job duties and said position description attached as Exhibit "A" at its sole discretion at any time, and Employee agrees that he will perform any modified duties as the City deems must be performed by Employee.

Now, therefore, in consideration of the mutual covenants and agreements set forth in this Agreement, the City and Employee agree as follows:

Section 1 - Recitals

The Parties accept and acknowledge the recitals as part of this Agreement.

Section 2 – Term of Employment

Employee shall be employed at-will, meaning that either party may terminate the employment relationship at any time, with or without cause or advance notice. This Agreement shall have no specific duration or term, but shall terminate at the time Employee's employment terminates, except for those provisions of this Agreement which shall survive termination of this Agreement and termination of Employee's employment as indicated herein within this Agreement. No language contained in this provision is intended to alter the at-will nature of the employment relationship between the City and Employee.

Section 3 – Full-Time Commitment

During the period of the employment relationship, Employee will devote his full time and energy to furthering the City's business and will not pursue any other business activities without the City's written consent.

Section 4 – Duties of Employment

The City will employ Employee as City Administrator of the City to perform the functions, duties, and powers of the position as established under Minnesota law and under the ordinances of the City, and to perform such other duties and responsibilities as shall from time to time be duly assigned by the City Council. Employee will faithfully and diligently perform all of the duties, responsibilities, and powers so vested, delegated, or assigned, and shall obey all laws of the United States and of the State of Minnesota and all ordinances of the City. Employee will not engage in any activities or conduct that is foreseeably likely to bring dishonor or disrepute to his position or to the City.

Section 5 – Work Schedule

Employee is to work as is necessary as to perform the essential functions of his position which may require Employee to work more than 40 hours in a given workweek. The City requires Employee to perform services for the City outside of a normal 40-hour workweek as necessary, i.e., attending council meetings. Employee shall be present at City Hall during regular business hours, unless performing other duties, business, and affairs of the City or as determined by the City Council. Employee, on occasion, may be required to work from home. It is understood that Employee will have the flexibility to adjust hours during the workday to accommodate personal business, insofar as it does not impact work performance.

Section 6 – Professional Standards

Employee agrees to abide by and perform duties in conformance with the ethics of this profession (International City/County Management (ICMA) Code of Ethics) and all federal, state, and municipal laws, regulations, and ordinances regarding his profession.

Section 7 – Compensation and Performance Evaluation

The City agrees to pay Employee for services rendered under this Agreement according to the 2025 Step System as follows:

	2025							
Job Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
City Administrator	\$ 49.71	\$ 51.78	\$ 53.94	\$ 56.19	\$ 58.53	\$ 60.97	\$ 63.51	\$ 66.16

Employee shall be compensated at the Step 6 annual rate of pay equating to \$126,817.60 (\$60.97 per hour multiplied by 2,080 hours) effective December 30th, 2024.

The City agrees to review Employee’s performance and compensation at least once annually under this Agreement and may review Employee’s performance more frequently in its sole discretion. It shall be in the City’s sole discretion to determine Employee’s salary amount for the entire term of this Agreement. The reason for Employee’s separation of employment from the City, as set forth in Section 11, will determine the amount of post-termination payments, if any, the City will pay to Employee. Nothing in this provision obligates the City of provide any increase in compensation to Employee at any time.

Section 8 – Personnel Policy

This Agreement and Employee are hereby subject to all terms and conditions of the City's Personnel Policy and any and all other Ordinances and Policies governing City employees, unless otherwise stipulated in this Agreement. To the extent that the language contained in this Agreement varies from the language contained in the Personnel Policy, this Agreement controls. No language contained in this Agreement is intended to contractually obligate the City or Employee to comply with the Personnel Policy. To the contrary, the Personnel Policy referenced herein is not a contract and shall not be construed as a contract between the City and Employee.

Section 9 – Benefits of Employment

Employee shall be entitled to those benefits City employees are entitled to pursuant to City policies and procedures including, but not limited to, holidays, health insurance benefits, dental insurance benefits, short and long term disability insurance, life insurance, and PERA, the terms and conditions of which are set forth in the plan documents and City policies and procedures and as are set forth in this Agreement.

- A. Holidays. Employee shall be entitled to take as paid time off the holidays as are set forth in the City's Personnel Policy as may be amended from time to time.
- B. Life Insurance. The City will provide Group Life term insurance policy in accordance with the benefits as are then currently offered to employees pursuant to its then-current Personnel Policy.
- C. Military Leave Without Pay. If Minn. Stat. §§ 192.26 and 192.261 apply to Employee, Employee shall be entitled to the benefits afforded by those sections.
- D. Medical and Dental Insurance. Employee will receive medical and dental benefits to the extent of and under the same terms as other full-time employees of the City, and according to the City's Personnel Policy, as may be amended from time to time.
- E. Short Term and Long Term Disability. The City will provide short term and long term disability coverage to Employee pursuant to the terms and conditions of said policies, as may be amended from time to time.
- F. Reimbursements.
 - 1. Meal Allowance. Employee will receive meal allowances in accordance with the then-current Personnel Policy.
 - 2. Mileage. The City shall pay Employee for mileage reimbursement for City business at the IRS rate for the use of personal automobile, excluding travel between Employee's residents and place of business.
 - 3. Cell Phone. The City shall provide Employee with a City-owned cellular phone for Employee's use to perform municipal duties. Employee may use the phone for personal business, but all content on the phone is City property. If personal use results in greater cost to the City, Employee shall reimburse the City the difference in cost.

4. Dues and Subscriptions. The City shall budget and pay the professional dues and subscriptions for Employee which are deemed reasonable and necessary for Employee's continued participation in national, regional, state, and local associations necessary and desirable for Employee's continued professional participation, growth, and investment.

G. Paid Time Off (PTO). At the time of hire, Employee was credited with five (5) years of service for purposes of Paid Time Off. Employee's years of service shall be calculated as five (5) years plus actual years worked. Employee shall accrue PTO at a rate generally provided for to other employees. Employee shall have a maximum cap of PTO as generally provided for to other employees. Employee may carry over PTO that does not exceed the cap from year to year. No additional accrual shall occur above the cap. The time or times at which such paid time off is to be taken shall be determined by Employee consistent with Employee's duties and obligations under this Agreement. Employee agrees not to take more than five (5) days of paid time off without the consent of the City. When Employee separates from employment from the City, Employee shall be paid for his accrued but unused paid time off even if Employee is not eligible to receive payments upon his separation pursuant to Section 11 below.

H. Leave of Absence. Employee may be granted paid or unpaid leave of absence at the discretion of the City Council.

Section 10 – Professional Development

Employee, as part of his duties, shall be allowed to attend conferences for professional development. The City agrees to budget for and pay the professional dues, fees, and subscriptions of Employee for participation in associations, organizations, and conferences including the International City/County Management Association (ICMA) and Minnesota City Management Association (MCMA) annual membership dues. The City agrees to remit payment for Employee's attendance at the ICMA Annual Conference at least once every other year at the City's expense. Employee shall be allowed other such reasonable registration and travel for professional and official meetings, conferences, seminars, and occasions adequate to continue the professional development of Employee and representation of the City. Employee shall use good judgment in his outside activities so he will not neglect his primary duties to the City nor abuse absences from the office for such outside travel. Requests for participation in any of the above occurring outside of the state shall require City Council authorization to attend.

Section 11 – Termination of Employment

The City employs Employee at-will, which means that either the City or Employee may terminate Employee's employment at this Agreement at any time, with or without cause or advance notice. However, if the City terminates Employee's employment "for cause," Employee is not entitled to receive the severance benefits as set forth in Section 12 below. For purposes of determining Employee's entitlement to severance benefits, "cause" shall be defined for this limited purpose to be the following:

A. The conviction of Employee of any crime punishable as a felony;

- B. Employee's material breach of any of Employee's obligations under this Agreement, or Employee's repeated failure or refusal to perform or observe Employee's duties, responsibilities, and obligations as an employee of the City for reasons other than disability or incapacity;
- C. Any dishonesty of the Employee affecting the City;
- D. Use of alcohol or other drugs in a manner which affects the performance of Employee's duties, responsibilities, and obligations as an employee of the City;
- E. Commission by Employee of any other willful or intentional act which could reasonably be expected to injure the reputation, business, or business relationships of the City and/or Employee;
- F. The existence of any court order or settlement agreement prohibiting Employee's continued employment with the City;
- G. Any other reason or act of misconduct which would permit discharge of an employee of the City under disciplinary guidelines applicable to Employee as an employee of the City under the City's Personnel Policy;
- H. Death of the Employee; or
- I. The occurrence of a physical or mental disability of Employee to such an extent that he will be unable to carry out his usual and customary duties and such disability continues or will continue for a period of 180 days. Such disability shall be determined by and in the sole discretion of the City, and Employee hereby consents to the appropriate physical and/or mental examinations by a physician selected (and to be paid for) by the City for the purpose of evaluating Employee's condition and ability to perform his duties hereunder. The physician so selected shall be board certified in the area of practice in which the alleged disability of Employee falls.

Section 12 - Severance

- A. For Cause/Voluntary Termination Without Thirty (30) Days' Notice. If the City terminates Employee's employment for any of the reasons stated in Section 11 above, or if Employee voluntarily terminates his employment without thirty (30) days' advance notice, Employee shall solely be entitled to receive those payments set forth in Section 9.G.
- B. Voluntary Termination with Thirty (30) Days' Notice. If Employee voluntarily terminates his employment without thirty (30) days' advance notice, Employee shall solely be entitled to receive those payments set forth in Section 9.G.
- C. Termination by City Without Cause. If the City terminates Employee's employment without cause, then Employee shall be paid severance pay in an amount described below subject to executing a severance agreement and release of claims with the City, the terms and conditions of which shall be determined by the City in the City's sole discretion. Employee's severance amount shall be as follows based upon Employee's years of service with the City:

<u>Years of Service</u>	<u>Severance Amount</u>
0 – 2	8 weeks
3 – 4	10 weeks
5 – 6	12 weeks
7 and above	14 weeks

Employee shall also be entitled to receive those payments set forth in Section 9.G in addition to this amount.

- D. No Additional Payments. It is understood, except as specifically set forth above in this Section and in Section 9.G, that no post-termination payments will be provided to Employee following the termination of Employee’s employment with the City.
- E. Payment Through Date of Termination. In the event of Employee’s termination, whether voluntary or involuntary, the City shall be obligated to pay Employee’s compensation up to the date of termination.

Section 13 – Return of City Property

Upon the termination of his employment, Employee agrees to deliver promptly to the City all data within his possession regarding the City and all property in his possession which belongs to the City. This covenant is intended to and does hereby survive the termination of the underlying Agreement.

Section 14 – Cooperation in Claims

During the period of Employee’s employment and for a period not to exceed six (6) years thereafter, at the request of the City, Employee will cooperate with the City with respect to any claims or lawsuits by or against the City where Employee has knowledge of the facts involved in such claims or lawsuits. Such cooperation shall include, but shall not be limited to, Employee providing reasonable deposition, hearing, and trial testimony and making himself available at reasonable times to prepare for such testimony with the City’s attorneys; provided that the City shall reasonably compensate Employee for all time so devoted to such endeavors; responding to questions that may be posed from time to time by the City’s attorneys regarding such claims or lawsuits; declining to voluntarily aid, assist, or cooperate with any party who has claims or lawsuits by or against the City, or with their attorneys or agents; and notifying the City and the City’s attorneys when and if the Employee is contacted by other parties or their attorneys or agents involved in actions by or against the City. Nothing in this subdivision shall prevent Employee from honestly testifying at an administrative hearing, arbitration, deposition, or in court, in response to a lawful and properly served subpoena in a proceeding involving the City. This covenant is intended to and does hereby survive the termination of the underlying Agreement.

Section 15 – Waiver of Breach

The waiver by either Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or another provision of this Agreement.

Section 16 - Notices

Any notice to be given under this Agreement shall be deemed sufficient if sent in writing by U.S. Mail to the last known address of the Employee or to City Hall.

Section 17 - Counterparts

This Agreement may be executed in one or more counterparty, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Exchange of copies of this Agreement and of signature pages by facsimile transmission or e-mail shall constitute effective execution and delivery thereof and may be used in lieu of the original document.

Section 18 – General Provisions

- A. **Headings.** The headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- B. **Equal Drafting.** In the event any Party asserts a provision of this Agreement is ambiguous, this Agreement must be construed to have been drafted equally by the Parties.
- C. **City Council Action.** Whenever in this Agreement reference is made to any action of the City Council, such reference shall mean collective action in an official meeting, except insofar as such action is taken by ordinance or other form requiring the independent action of the Mayor, and unless the context clearly requires another meaning.
- D. **City to Make Reasonable Appropriations.** The City will make reasonable appropriations and will budget reasonable amounts, in accordance with law and with the City ordinances, for all benefits, payments and reimbursements to which Employee is entitled under this Agreement.
- E. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties relating to the subject matter described herein. The terms of this Agreement are contractual and are intended to be legally binding. This Agreement supersedes any and all prior agreements between the Parties relating to the subject matter described herein. No Party has relied upon any statements, representations, or promises that are not set forth in this Agreement. No changes to this Agreement will be valid or enforceable unless they are in writing and signed by all the Parties.
- F. **Choice of Law and Forum.** This Agreement will be governed by the laws of the State of Minnesota regardless of whether any change occurs in Employee's domicile or status as a resident of Minnesota. The parties agree that the Minnesota state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement.

G. Binding Upon Heirs. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, and administrators of Employee's estate.

H. Severability. The provisions of this Agreement shall be severable, and if any provision hereof or the application of any such provision under any circumstance is held invalid, illegal, or unenforceable in any respect, it shall not affect or impair the validity, legality, and enforceability of any other provision of this Agreement or the application of any provision hereof.

In witness whereof, the City and Employee have approved and executed this Agreement in two (2) counterparts this 12th day of November, 2024.

Employee

City of Mayer

Nicholas Johnson

Mike Dodge, Mayor

Date

Date