

**CITY OF MAYER**  
**REGULAR CITY COUNCIL MEETING**  
**AGENDA**  
**Monday**  
**May 8, 2017**  
**6:30 PM**

CALL MEETING TO ORDER AT 6:30 P.M.

1. Pledge of Allegiance
2. Approval of Agenda
3. Public Comment (Please limit comments to 5 minutes)
4. Consent Agenda
  - 4.1. Approval of the minutes for the April 24, 2017 Regular Council Meeting
  - 4.2. Approval of the minutes for the January 24, 2017 EDA Meeting
  - 4.3. Approval of Claims May
  - 4.4. Approval of the Check Summary for the month of April
  - 4.5. Approval of Resolution 5-8-2017-26 Pay Adjustment Public Works
  - 4.6. Approval of Building Permit Report for the month ending April 2017
  - 4.7. Approval of the Fire Department Report for the month ending April 2017
5. David Drown and Associates-Gary Weirs
  - 5.1 Approval of Profile, Job Description and Advertisement for City Administrator
6. City Administrator
  - 6.1 Watertown Mayer Community Education Update & Revised Lease Agreement
  - 6.2 Approval of Severance Agreement with City Administrator
  - 6.3 Approval of Resolution 5-8-2017-25 Modifying Authorized Signatures At Financial Institutions
  - 6.4 Approval of Corporate Resolution Certification Form for Edward Jones Removal of Signatures
  - 6.5 Approval of Resolution 5-8-2017-27 Appointment of City Administrator/Clerk/Treasurer
  - 6.6 Approval of installation of glass at the counter
  - 6.7 Property owner 1515 Hidden Trail drainage issue
  - 6.8 Fencing in easements
6. For Your Information
7. Council Reports
8. Other Business
9. Adjournment

**Calendar of Events and Meetings**

May 9	Tuesday	6:30 PM	Park Board Meeting
May 22	Monday	6:30 PM	City Council
May 29	Monday	City Offices Closed	Memorial Day
June 6	Tuesday	6:30 PM	Planning Commission
June 12	Monday	6:30 PM	City Council
June 13	Tuesday	6:30 PM	Park Board Meeting
June 26	Monday	6:30 PM	City Council

MAYER CITY COUNCIL MEETING MINUTES – APRIL 24, 2017

Call Regular meeting to order at 6:30 p.m. by Mayor Dodge

PRESENT: Mayor Dodge, Council Members Butterfield, Boder, and McNeilly

ABSENT: Stieve-McPadden

STAFF: City Administrator Ruch-Hammond, Public Works Kuntz, and Deputy Clerk Gildemeister

ALSO PRESENT: Don Wachholz, Ivan Raconteur, Corey Scharpe

The meeting was opened with the Pledge of Allegiance.

APPROVE AGENDA

A MOTION was made by Council Member Boder with a second by Council Member McNeilly to approve the agenda with the addition of the formal accepting of the Public Works position by Brent Mickolichek and a request to adjust utility bill for 515 Ash Ave S. and the deletion of the following from the agenda:

- Approval of Severance agreement with City Administrator

Motion Carried 5/0

PUBLIC COMMENT

None

APPROVE CONSENT AGENDA

A MOTION was made by Council Member Boder with a second by Council Member Butterfield to approve the Consent Agenda. Motion Carried 4/0.

1. Approve the Minutes of the April 10, 2017 Regular Council Meeting.
2. Approve the Minutes of the April 12, 2017 Special Council Meeting.
3. Approve the Minutes of the April 19, 2017 Special Council Meeting.
4. Approve the Minutes of the March 14, 2017 Park Board Meeting.
5. Approve Claims for the Month of April 2017.
6. Approve the Sheriff's Department Report for the Month Ending March 2017.
7. Approve Resolution 4-24-2017-24 Public Works Employee.

STAFF REPORTS

1. **Public Works** – The Council reviewed a report from Kyle Kuntz of Public Works activities from March 23<sup>rd</sup> to April 19, 2017. Kyle Kuntz informed the Council that he passed his Class B Waste Water Certification tests. Council asked Staff to prepare a resolution to increase his pay to be added to agenda for a future Council Meeting.
2. **City Engineer** – The Council reviewed David Martini's summary of the projects Bolton & Menk have been working on during the billing period February 10<sup>th</sup> and March 10<sup>th</sup>, 2017.
3. **Sheriff's Department** – No Report
4. **City Administration** – The Council reviewed the City Administrator's follow up report for the period through April 24<sup>th</sup>, 2017.

CITY ADMINISTRATOR

1. **Approval of Resolution 4-24-2017-21 Approval of Transfer of Building Eligibilities** – The City received a request from Greg Hoese to transfer two building eligibilities to one property. Mr. Hoese would like to combine parcel 10.0312500 and parcel 10.0320610 and transfer both eligibilities to parcel 10.0161100. In the past the township first approves the transfer and then it is brought to the City for approval. Watertown Township has approved the transfer with Resolution 4-3-2017. A MOTION was made by Council Member Boder and seconded by Council Member Butterfield to approve Resolution 4-24-2017-21 Approval of Transfer of Building Eligibilities. Motion Carried 4/0
2. **Approval of Casey's 3.2 Liquor License at 313 Shimmcor Street** – The City received an application from Casey's for a 3.2 liquor license. A MOTION was made by Council Member Boder and seconded by Council Member McNeilly approving Casey's 3.2 Liquor License at 313 Shimmcor Street. Motion Carried 4/0
3. **Approval of Grading in Old Schoolhouse Park** – Park Board recommended that City Council approve an area in Old Schoolhouse Park, that abuts Sunset Meadows subdivision, to be final graded. A quote was received from Schneider Excavating in the amount of \$2,500 for grading and \$1,000 to seed the area. The total bid is \$3,500. A MOTION was made by Council Member McNeilly and seconded by Council Member Butterfield to approve the Grading in Old Schoolhouse Park by Schneider Excavating in the amount of \$3,500. Motion Carried 4/0
4. **Approval of Amendment to the Sheriff's Contract** – A MOTION was made by Council Member Butterfield and seconded by Council Member McNeilly authorizing the Mayor's and Clerk's signatures on the amended purchase agreement as presented. Motion Carried 4/0  
Council stated that residents are seeing activity in town and not reporting it. Council asked Staff to post on Facebook to call 911 immediately when occurrences are happening.
5. **Approval of Resolution 4-24-2017-23 Development Agreement Coldwater Crossing 7<sup>th</sup> Addition** – A MOTION was made by Council Member McNeilly and seconded by Council Member Butterfield to approve Resolution 4-24-17-23 Development Agreement Coldwater Crossing 7<sup>th</sup> Addition. Motion Carried 4/0
6. **Text Amendment Regarding PRD's and PUD's, Rezoning and PUC Overlay**
  - A. **Approve Resolution 4-24-2017-22 Approving a Final Planned Unit Development Plan (PUD) Final Plan, which takes the place of the Previously Approved Planned Residential Development (PRD) Final Development Plans Throughout the City of Mayer.**  
A MOTION to approve Resolution 4-24-2017-22 Approving a Final Planned Unit Development Plan (PUD) Final Plan was made by Council Member Boder and seconded by Council Member McNeilly. Motion Carried 4/0
  - B. **Approve Ordinance 215 Land Usage Chapter 152; Zoning Section 152.050 Zoning Districts Established.**  
A MOTION to approve Ordinance 215 Land Usage Chapter 152; Zoning Section 152.050 Zoning Districts Established was made by Council Member Boder and seconded by Council Member McNeilly. Motion Carried 4/0
  - C. **Approve Ordinance 216 Amending the Official Zoning Map of the City of Mayer.**  
A MOTION to approve Ordinance 216 Amending the Official Zoning Map of the City of Mayer was made by Council Member Boder and seconded by Council Member Butterfield. Motion Carried 4/0

7. **Approval of the Interim City Administrator.** – A MOTION was made by Council Member Butterfield and seconded by Council Member McNeilly to approve Rick Almich as Interim City Administrator with a start date of May 4<sup>th</sup>, 2017 at a rate of \$60.00 per hour and amount of hours to be 24-27 hours per week. Motion Carried 4/0
8. **Discussion on Utility Bill for 515 Ash Ave S** – Corey Scharpe, 515 Ash Ave S, stated to the Council that a toilet that they never use was cleaned and consequently kept running. He stated that once he realized the problem he immediately fixed the toilet. Due to the large amount of water used, he is requesting an adjustment to his utility bill. After some discussion, the Council agreed that because the water went down the sewer and was treated, Mr. Scharpe is responsible for paying sewer rates. The Council stated that they would be willing to adjust the water portion of the utility by calculating his rates at the lowest tier charge, waive late fees, and set up a payment plan if necessary. A MOTION was made by Mayor Dodge and seconded by Council Member Butterfield authorizing Staff to adjust the water portion of the utility bill for 515 Ash Ave S, remove late fees, and set up a payment plan. Motion Carried 4/0

#### FOR YOUR INFORMATION

- Staff presented Council with the minutes to the Meeting on CSAH 30 Project and a Notice of Public Hearing-Appeal for a Variance-Wednesday, May 3<sup>rd</sup>, 2017 at Carver County.

#### COUNCIL REPORTS

- Council Member Butterfield stated that there was about 30 people who came out to watch "The Lorax" movie in the Community Center on Saturday, April 22<sup>nd</sup>.

#### OTHER BUSINESS

- Council asked Staff to set up a date for a Special Meeting and email schedule.

#### ADJOURN

There being no further business, a MOTION was made by Council Member McNeilly and seconded by Council Member Boder to adjourn the meeting at 7:12 p.m. Motion Carried 4/0

\_\_\_\_\_  
Mike Dodge, Mayor

Attest: \_\_\_\_\_  
Janell Gildemeister, Deputy City Clerk

**CITY OF MAYER**  
**ECONOMIC DEVELOPMENT AUTHORITY MEETING**  
**Minutes**  
**January 24, 2017**

Members Present: Tim Duckworth, Scott Wakefield Thomas Stifter, and Nikki McNeilly.

Members Absent: Etienne Stieve-McPadden

Staff Present: Luayn Ruch-Hammond, City Administrator

Others Present: Mike Dodge

The meeting was called to order by Chair Duckworth at 6:30 PM.

**Approval of Agenda**

On a motion by Commissioner Wakefield and seconded by Commissioner Stifter to approve the agenda. Motion carried 4/0.

**Approval of the Minutes**

On a motion by Commissioner Stifter and seconded by Commissioner Wakefield to approve the minutes of the October 18, 2016 meeting. Motion carried 4/0.

**Election of Officers**

At the first meeting of every year the EDA must elect officers. On a motion by Commissioner Wakefield and seconded by Commissioner McNeilly to nominate and approve the following officers:

2017 EDA OFFICERS

President	Tim Duckworth
Vice President	Tom Stifter
Secretary-Treasurer	Luayn Ruch-Hammond
Assistant Treasurer	Janell Gildemeister

Motion carried 5/0.

**Review of By Laws**

EDA reviewed by laws and requested that a date of the review be included on the document. Request for clarification on indemnification of EDA board members. Staff informed the Commission that they are covered under the City's insurance information will be presented at the next meeting. On a motion by Commissioner Wakefield and seconded by Commissioner Duckworth to approve the EDA by laws as presented. Motion carried 4/0.

**EDA 2016 Year in Review**

Staff presented the activities of the EDA for 2016.

**Review of 2016 Goals**

Commission reviewed the goals for 2016.

EDA 2016 GOALS

1. To attract new businesses to consider Mayer as a place for commercial/industrial opportunities.
2. To continue to enhance community awareness and participation in community (re)development by promoting Mayer EDA efforts.
3. To investigate/participate in commercial grant programs which enhance and complement community development.
4. To actively market/promote Mayer as a great place to do business.
5. Continue to create partnerships with other government entities and private individuals to create opportunities.

6. Continue to explore opportunities to increase the tax base of the City by attracting new businesses, residential development, and Commercial and Industrial opportunities.
7. Continue to develop partnerships with the Carver County CDA to promote economic development.
8. Create Partnerships with City Boards and Commissions to promote the City.
9. To research the need for an incubator or office space opportunities in the City.

**Establish 2017 Goals**

**EDA 2017 GOALS**

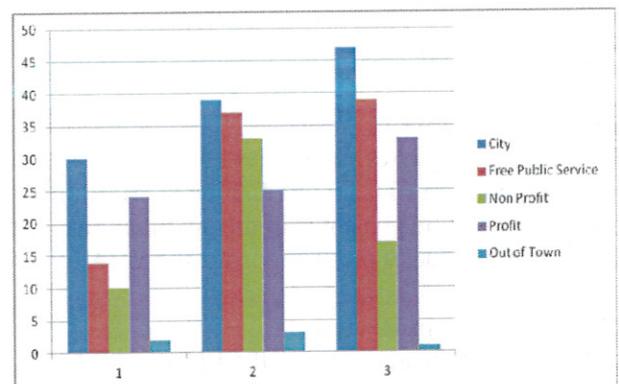
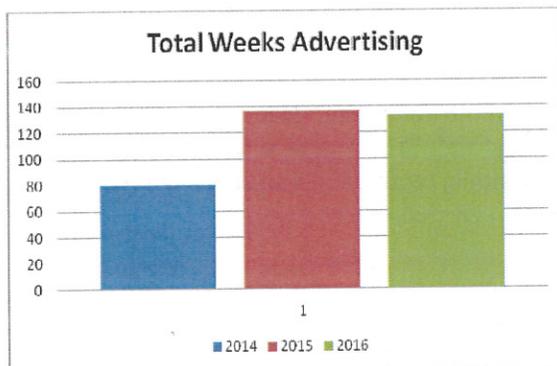
1. To attract new businesses to consider Mayer as a place for commercial/industrial opportunities.
2. To continue to enhance community awareness and participation in community (re)development by promoting Mayer EDA efforts.
3. To investigate/participate in commercial grant programs which enhance and complement community development.
4. To actively market/promote Mayer as a great place to do business.
5. Continue to create partnerships with other government entities and private individuals to create opportunities.
6. Continue to explore opportunities to increase the tax base of the City by attracting new businesses, residential development, and Commercial and Industrial opportunities.
7. Continue to develop partnerships with the Carver County CDA to promote economic development.
8. Create Partnerships with City Boards and Commissions to promote the City.
9. Use social media to market and promote Mayer businesses.
10. The City implements a program to inform residents electronically.

The EDA discussed the marketing of local businesses as a goal and would like to have an email distribution to promote the local businesses. City to post business information on the City's FACEBOOK page. To organize a spotlight of the business on a bi weekly basis. Staff will bring back a policy for the EDA's consideration.

On a motion by Commissioner McNeilly and seconded by Commissioner Wakefield to approve the 2017 EDA goals. Motion carried 4/0.

**Review of 2016 Electronic Sign Statistics**

The following table illustrates the comparison of the usage of the electronic sign for 2014, 2015 and 2016. The City had a slight decrease in requests for advertising.



The City had the largest increase in sign usage. That was because the City advertised the City Council meetings. The for profit category had a slight increase and out of town dropped off.

	2014	2015	2016
Number of Weeks Advertising	80	137	133
City	30	39	47
Free Public Service	14	37	39
Non Profit	10	33	17
Profit	24	25	33
Out of town Advertisers	2	3	1

**Creamery Update**

Staff informed Council about the process the new owner will need to do in order to plat the property. Also, that the City Council re assessed the street assessment on the property. EDA requested that Staff contact the new owner to offer any assistance.

**Sponsorship of 5K**

Mayer park board is requesting EDA support in promoting a 5K. The park board is not asking for financial assistance just support in soliciting businesses advertising to be placed on a T-Shirt.

**Business Update**

A new business is exploring options to purchase Uncle Ron's and create a flea/crafters market. The City has closed on the Fire Department lot to Casey's and a building permit is ready to be picked up.

**Other Business**

The City has been approached requesting that the City Administrator attend Chamber meetings as an honorary member. EDA had no concerns it will be presented to the City's personnel committee for further consideration.

**Next Meetings**

Meetings for 2017 will be held quarterly April 25, July 25, and October 24, 2017. Other meetings maybe held if necessary.

**Adjournment**

On a motion by Commissioner Stifter and seconded by Commissioner McNeilly to adjourn the meeting at 7:30 PM. Motion carried 4/0.

MAYER, MN

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\*Claim Register©

5/8/17PAY

May 2017

<b>Claim Type</b>	<b>Direct</b>			
<b>Claim#</b>	0 ALEX AIR APPARATUS, INC.			
Cash Payment	E 100-42260-400 Repairs & Maint Cont	MAINTENANCE FOR ACD BLOCK		\$462.00
	Invoice 32597			
Transaction Date	4/26/2017	Security Bank	10100	<b>Total</b> \$462.00
<b>Claim#</b>	0 AME ELECTRIC INC			
Cash Payment	E 100-42260-400 Repairs & Maint Cont	HALOGEN LAMPS (2)		\$37.56
	Invoice 3253			
Transaction Date	4/26/2017	Security Bank	10100	<b>Total</b> \$37.56
<b>Claim#</b>	0 BOND TRUST SERVICES CORP			
Cash Payment	E 350-41000-601 Debt Srv Interest	GENERAL OBLIGATION SEWER & WATER REFUNDING BOND SERIES 2007A		\$65,343.75
	Invoice 34992			
Transaction Date	4/26/2017	Security Bank	10100	<b>Total</b> \$65,343.75
<b>Claim#</b>	0 FRONTIER Ck# 004534E 5/10/2017			
Cash Payment	E 640-49480-321 Telephone	WWTF		\$134.02
	Invoice			
Transaction Date	4/26/2017	Security Bank	10100	<b>Total</b> \$134.02
<b>Claim#</b>	0 IDEAL SERVICE INC			
Cash Payment	E 620-49410-400 Repairs & Maint Cont	PUMP #1 REPAIR		\$440.00
	Invoice 8547			
Transaction Date	4/26/2017	Security Bank	10100	<b>Total</b> \$440.00
<b>Claim#</b>	0 LUAYN RUCH-HAMMOND			
Cash Payment	E 100-41300-331 Travel Expenses	OPEN TO BUS MTG		\$23.11
	Invoice			
Cash Payment	E 100-41300-331 Travel Expenses	MTG W/ CITY ATTORNEY		\$7.39
	Invoice			
Transaction Date	4/26/2017	Security Bank	10100	<b>Total</b> \$30.50
<b>Claim#</b>	0 MN PIPE & EQUIP			
Cash Payment	E 100-43100-400 Repairs & Maint Cont	RITE HITE ADAPTER SLIP FOR VALVE BOX		\$468.94
	Invoice 375696			
Transaction Date	4/26/2017	Security Bank	10100	<b>Total</b> \$468.94
<b>Claim#</b>	0 MPCA			
Cash Payment	E 640-49490-208 Training and Instruction	Kyle Class B Licensure		\$45.00
	Invoice			
Transaction Date	5/2/2017	Security Bank	10100	<b>Total</b> \$45.00
<b>Claim#</b>	0 PEARSON BROS INC			
Cash Payment	E 100-43100-310 Contract Services	SPRING STREET SWEEPING		\$1,300.00
	Invoice 4048			
Transaction Date	4/27/2017	Security Bank	10100	<b>Total</b> \$1,300.00
<b>Claim#</b>	0 SWANK MOTION PICTURES			
Cash Payment	E 100-45000-370 Recreation Program	DR SEUSS "THE LORAX"		\$115.00
	Invoice BO1424740			
Transaction Date	4/26/2017	Security Bank	10100	<b>Total</b> \$115.00
<b>Claim#</b>	0 TOM GOEPFERT			

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\*Claim Register©

5/8/17PAY

May 2017

Cash Payment	E 620-49440-300 Professional Svcs	ON CALL 4/22/17		\$50.00
Invoice				
Cash Payment	E 640-49480-300 Professional Svcs	ON CALL 4/23/17		\$50.00
Invoice				
Transaction Date	4/26/2017	Security Bank	10100	<b>Total</b> \$100.00
Claim#	0 TOTAL ENERGY SYSTEMS, LLC			
Cash Payment	E 620-49410-400 Repairs & Maint Cont	WTP ONAN GENERATOR SERVICE		\$538.00
Invoice	285960			
Cash Payment	E 620-49435-400 Repairs & Maint Cont	LIFT STATION #1 OLYMPIAN GENERATOR SERVICE		\$434.00
Invoice	285958			
Cash Payment	E 640-49470-400 Repairs & Maint Cont	WELL #2 OLYMPIAN GENERATOR SERVICE		\$434.00
Invoice	285957			
Transaction Date	4/27/2017	Security Bank	10100	<b>Total</b> \$1,406.00
Claim#	0 USA BLUE BOOK-HD SUPPLY MAIN			
Cash Payment	E 100-45000-400 Repairs & Maint Cont	GATER BAGS		\$79.16
Invoice	231687			
Cash Payment	E 100-41940-400 Repairs & Maint Cont	SMOKER BST		\$64.95
Invoice	231687			
Cash Payment	E 100-45000-400 Repairs & Maint Cont	FREIGHT CHARGE		\$25.00
Invoice	231687			
Cash Payment	E 100-41940-400 Repairs & Maint Cont	FREIGHT CHARGE		\$25.00
Invoice	231687			
Transaction Date	4/26/2017	Security Bank	10100	<b>Total</b> \$194.11
Claim#	0 VERIZON WIRELESS Ck# 004535E 5/8/2017			
Cash Payment	E 640-49470-321 Telephone	OSH LIFT STATION-AUTO DIALER		\$14.26
Invoice				
Transaction Date	4/26/2017	Security Bank	10100	<b>Total</b> \$14.26
Claim#	0 XCEL ENERGY Ck# 004536E 5/3/2017			
Cash Payment	E 100-43160-381 Electric Utilities	STREET LIGHTS		\$1,323.62
Invoice	541573998			
Transaction Date	4/26/2017	Security Bank	10100	<b>Total</b> \$1,323.62
Claim#	0 XCEL ENERGY Ck# 004537E 5/15/2017			
Cash Payment	E 640-49480-381 Electric Utilities	WWTF		\$2,072.07
Invoice	543049944			
Cash Payment	E 100-42280-381 Electric Utilities	FD		\$157.92
Invoice	543049944			
Cash Payment	E 620-49410-381 Electric Utilities	WELL #2		\$566.87
Invoice	543049944			
Cash Payment	E 100-41940-381 Electric Utilities	CITY HALL		\$545.59
Invoice	543049944			
Cash Payment	E 640-49470-381 Electric Utilities	OSH LIFT		\$404.70
Invoice	543049944			
Cash Payment	E 620-49410-381 Electric Utilities	TOWER		\$166.75
Invoice	543049944			
Cash Payment	E 100-43700-381 Electric Utilities	P/W		\$209.29
Invoice	543049944			
Cash Payment	E 620-49410-381 Electric Utilities	WTP		\$933.97
Invoice	543049944			

MAYER, MN

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\*Claim Register©

5/8/17PAY

May 2017

Cash Payment	E 640-49470-381 Electric Utilities	RED BARN LIFT		\$26.25
	Invoice 543049944			
Cash Payment	E 100-45000-381 Electric Utilities	OSH CONCESSIONS		\$11.75
	Invoice 543049944			
Cash Payment	E 100-43160-381 Electric Utilities	ASH AVE STREET LIGHTS		\$16.23
	Invoice 543049944			
Transaction Date	4/26/2017	Security Bank	10100	<b>Total</b> \$5,111.39

Claim Type	Direct	Total	\$76,526.15
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Pre-Written Checks	\$6,583.29
Checks to be Generated by the Compute	\$69,942.86
Total	\$76,526.15

COUNCIL APPROVAL -  
SIGNATURES/INITIALS \_\_\_\_\_

## \*Check Summary Register©

April 2017

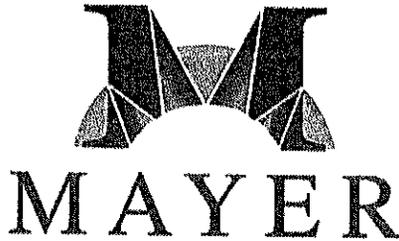
Name	Check Date	Check Amt	
<b>10100 Security Bank</b>			
Paid Chk# 004509E FRONTIER	4/17/2017	\$227.40	CITY HALL
Paid Chk# 004510E FRONTIER	4/17/2017	\$92.79	FD
Paid Chk# 004511E FRONTIER	4/17/2017	\$75.60	WTP
Paid Chk# 004512E XCEL ENERGY	4/13/2017	\$5,340.72	MARCH STATEMENT
Paid Chk# 004514E VERIZON WIRELESS	4/8/2017	\$14.50	OSH LIFT STATION AUTO DIALER
Paid Chk# 004515E VERIZON WIRELESS	4/15/2017	\$41.23	FD CELL PHONE & TABLET
Paid Chk# 004516E FRONTIER	4/10/2017	\$133.78	WWTF
Paid Chk# 004517E VERIZON WIRELESS	4/16/2017	\$42.24	CITY ON CALL PHONE
Paid Chk# 004522E INTERNAL REVENUE SERVICE	4/7/2017	\$1,885.08	Vendor Liability
Paid Chk# 004523E PERA	4/7/2017	\$995.68	Vendor Liability
Paid Chk# 004524E MINNESOTA DEPARTMENT OF R	4/7/2017	\$333.43	Vendor Liability
Paid Chk# 004525E FRONTIER	4/25/2017	\$76.07	P/W
Paid Chk# 004527E CENTERPOINT ENERGY	4/28/2017	\$237.96	WWTF
Paid Chk# 004528E CENTERPOINT ENERGY	4/28/2017	\$130.21	P/W
Paid Chk# 004529E CENTERPOINT ENERGY	4/28/2017	\$5.52	FD
Paid Chk# 004530E MCLEOD COOP POWER ASSN	4/28/2017	\$34.61	CITY SIGN
Paid Chk# 004531E INTERNAL REVENUE SERVICE	4/21/2017	\$1,892.31	Vendor Liability
Paid Chk# 004532E PERA	4/21/2017	\$993.63	Vendor Liability
Paid Chk# 004533E MINNESOTA DEPARTMENT OF R	4/21/2017	\$333.14	Vendor Liability
Paid Chk# 020665 INTERNAL REVENUE SERVICE	4/3/2017	\$30.90	ADDITIONAL PAYMENT FOR 1ST QTR
Paid Chk# 020666 COORDINATED BUSINESS SYST	4/3/2017	\$2,117.72	ADVERTISING MATERIAL
Paid Chk# 020667 KLUVER CONSULTING	4/5/2017	\$900.00	WWTF SERVICE FOR MARCH 16-31,2
Paid Chk# 020668 EDHOLM, ALLAN	4/6/2017	\$72.03	
Paid Chk# 020669 GILDEMEISTER, JANELL	4/6/2017	\$1,135.26	
Paid Chk# 020670 KUNTZ, KYLE	4/6/2017	\$1,502.60	
Paid Chk# 020671 RUCH-HAMMOND, LUAYN R	4/6/2017	\$2,186.77	
Paid Chk# 020672 POSTMASTER	4/11/2017	\$245.00	MARCH 2017 BILLING
Paid Chk# 020675 ALEX AIR APPARATUS, INC.	4/11/2017	\$160.00	COMPRESSOR CHECK
Paid Chk# 020676 BOB'S REPAIR OF MAYER INC	4/11/2017	\$85.98	2 BC FOR RT FRNT UPPR CABINET
Paid Chk# 020677 DAWN CLEMENSEN	4/11/2017	\$375.00	CLEANING SERVICE FOR MARCH
Paid Chk# 020678 DPC INDUSTRIES INC	4/11/2017	\$239.75	CHEMICALS
Paid Chk# 020679 ECM PUBLISHERS, INC	4/11/2017	\$259.00	WACONIA PATRIOT & SUNPATRIOT O
Paid Chk# 020680 ESSER AUTOMOTIVE, LLC	4/11/2017	\$31.50	AIR FILTER AND OIL CHANGE - FD
Paid Chk# 020681 FREMONT INDUSTRIES, INC	4/11/2017	\$1,134.00	WWTF COAGULANT
Paid Chk# 020682 GOPHER STATE ONE-CALL INC	4/11/2017	\$25.65	MARCH 2017 LOCATES
Paid Chk# 020683 HD SUPPLY WATERWORKS LTD	4/11/2017	\$3,194.70	PLY REMOTE WIRE
Paid Chk# 020684 HILLYARD OF HUTCHINSON	4/11/2017	\$669.16	NEW BATTERY & REPAIRS FOR FLOO
Paid Chk# 020685 HOMOLA, KENT	4/11/2017	\$10.11	212 7TH ST NE
Paid Chk# 020686 Void	4/11/2017	\$0.00	
Paid Chk# 020687 MAYER LUMBER CO INC	4/11/2017	\$572.70	WATCH BATTERY, TIDE DETERGENT
Paid Chk# 020688 MEYER, DAWN	4/11/2017	\$145.00	ACCOUNTING TRAINING & SERVICES
Paid Chk# 020689 Void	4/11/2017	\$0.00	
Paid Chk# 020690 PEAK HEATING AND COOLING	4/11/2017	\$132.50	MID SEASON SERVICE
Paid Chk# 020691 Void	4/11/2017	\$0.00	
Paid Chk# 020692 TROY CORNELIUS	4/11/2017	\$128.21	2557 COLDWATER CROSSING
Paid Chk# 020693 WAYZATA RESULTS, INC.	4/11/2017	\$200.00	MAYER RISING COMM FESTIVAL 5K
Paid Chk# 020694 WIDMER CONSTRUCTION LLC	4/11/2017	\$2,262.50	HWY 25 SNOW REMOVAL ON 3/31/20
Paid Chk# 020696 POSTMASTER	4/12/2017	\$329.98	CITY NEWSLETTER 2017 MAILING
Paid Chk# 020697 KLUVER CONSULTING	4/12/2017	\$900.00	SERVICE CONTRACT FOR APRIL 1-1
Paid Chk# 020698 BUREAU OF CRIMINAL AFFAIRS	4/13/2017	\$15.00	BACKGROUND CHECK FOR NICK MICK
Paid Chk# 020703 ALEX AIR APPARATUS, INC.	4/24/2017	\$20.00	FD HANDWHEEL & NUT KIT
Paid Chk# 020704 AME ELECTRIC INC	4/24/2017	\$185.00	P/W WIRE WATER HEATER & ADD LI
Paid Chk# 020705 BOLTON & MENK, INC.	4/24/2017	\$1,931.00	COLDWATER CROSSING 7TH ADD

**\*Check Summary Register©**

April 2017

Name	Check Date	Check Amt	
Paid Chk# 020706 CARVER CO TAXPAYERS SERVI	4/24/2017	\$1,868.00	PAYMENT IN FULL
Paid Chk# 020707 CARVER COUNTY	4/24/2017	\$59.21	COUNCIL MEETING OVER TIME
Paid Chk# 020708 CARVER COUNTY ATTORNEYS	4/24/2017	\$531.27	CCATTORNEYS OFFICE
Paid Chk# 020709 COHRS TREE SERVICE	4/24/2017	\$400.00	CUT DOWN TREES BY WATER PLANT
Paid Chk# 020710 CULLIGAN - METRO	4/24/2017	\$67.10	FD WATER SOFTNER
Paid Chk# 020711 DARLEY, W.S. & CO	4/24/2017	\$60.40	BATON FLASHBACK 5 LIGHT FOR FD
Paid Chk# 020712 DELTA DENTAL OF MINNESOTA	4/24/2017	\$140.10	EMPLOYEE PREMIUMS FOR MARCH 20
Paid Chk# 020713 DPC INDUSTRIES INC	4/24/2017	\$875.26	WTP CHEMICALS
Paid Chk# 020714 ECM PUBLISHERS, INC	4/24/2017	\$89.00	
Paid Chk# 020715 FIRST-MINNESOTA BANK	4/24/2017	\$720.00	2017 LEASE PYMT FOR ELECTRONIC
Paid Chk# 020716 HACH COMPANY	4/24/2017	\$400.01	WATER CHEMICALS
Paid Chk# 020717 HERALD JOURNAL PUBLISHING	4/24/2017	\$621.07	POSTING OF PH AMENDMENT, PRD,
Paid Chk# 020718 HILLYARD OF HUTCHINSON	4/24/2017	\$842.12	COMM CTR SUPPLIES
Paid Chk# 020719 IN CONTROL INC	4/24/2017	\$405.00	ENGINEERING SERVICE FOR BRENT-
Paid Chk# 020720 KJOLHAUG ENVIRON.SERVICES	4/24/2017	\$160.00	PREP ANNUAL BWSR REPORT
Paid Chk# 020721 MELCHERT HUBERT SJODIN, PL	4/24/2017	\$4,409.70	FD FACEBOOK REVIEW
Paid Chk# 020722 METRO WEST INSPECTION SER	4/24/2017	\$3,587.61	APRIL 2017 INVOICE FOR SERVICE
Paid Chk# 020723 MINNESOTA POLLUTION CONTR	4/24/2017	\$1,450.00	WWTF ANNUAL WATER PERMIT FEES
Paid Chk# 020724 MOBIL - EXXON/MOBIL	4/24/2017	\$410.57	FD
Paid Chk# 020725 MUNICIPAL DEVELOPMENT GR	4/24/2017	\$1,269.95	HIDDEN CREEK 7TH ADD
Paid Chk# 020726 PRAIRIE RESTORATION, INC.	4/24/2017	\$19,505.00	MAYER WETLAND PROJECT
Paid Chk# 020727 THERMA-STOR LLC	4/24/2017	\$6,982.25	HI-E DRY DEHUMIDIFIER
Paid Chk# 020728 UTILITY CONSULTANTS, INC.	4/24/2017	\$1,807.50	SAMPLES WWTF
	<b>Total Checks</b>	<b>\$80,544.04</b>	

COUNCIL APPROVAL -  
SIGNATURES/INITIALS \_\_\_\_\_



City of Mayer  
Resolution No. 5-8-2017-26

Pay Adjustment for Public Works Employee

WHEREAS, the Mayer City Council believes it is in the best interest of the City to have educated and well trained employees, and; has made the decision to support the ongoing education of its employees, and;

WHEREAS, the Council committed to employee growth and has made the decision to support the ongoing education of its employees, and;

WHEREAS, the Public Works Employee has taken and passed his Class B waste water exam, and;

WHEREAS, the City Council has budgeted for a pay adjustment to address the increased pay for the additional licensure.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mayer, Minnesota, that Kyle Kuntz whose position is Public Works pay is increased by \$1.00 per hour for obtaining his Class B waste water license on effective March 30, 2017.

Adopted by the City Council of the City of Mayer, Minnesota this 8<sup>th</sup> day of May, 2017.

\_\_\_\_\_  
Mike Dodge, Mayor

ATTEST: \_\_\_\_\_  
Janell Gildemeister, Deputy City Clerk



## Minnesota Pollution Control Agency

520 Lafayette Road North | St. Paul, Minnesota 55155-4194 | 651-296-6300

800-657-3864 | Use your preferred relay service | [info.pca@state.mn.us](mailto:info.pca@state.mn.us) | Equal Opportunity Employer

April 25, 2017

Kyle Kuntz  
320 4th St NE  
Mayer, MN 55360

Dear Kyle Kuntz:

It is a pleasure to inform you that you have passed the written examination for the Class B test.

In accordance with Minnesota Rules chapter 9400, you will be certified and receive your certificate, upon **receipt of the \$45 certification fee** (*NOTE: fee increased January 1, 2011*) and a copy of this letter. You must submit the certification fee within 90 days of the date of this letter. After 90 days your score becomes invalidated and you must retest to become certified.

Please mail the letter and certification fee, made payable to the **Minnesota Pollution Control Agency** to:

MPCA  
Dianne Navratil, Certification Coordinator  
Attn: Fiscal - 6  
520 Lafayette Road North  
St. Paul, Minnesota 55155-4194

We commend you for the interest you have shown by your effort to meet the requirements for certification. If you have any questions, please contact me at 651-757-2599 or [dianne.navratil@state.mn.us](mailto:dianne.navratil@state.mn.us).

Sincerely,

A handwritten signature in cursive script that reads "Diane".

Dianne Navratil  
Certification Coordinator  
Certification and Training Unit  
Resource Management and Assistance Division

DN:ale

City of Mayer

April  
Building Permits and Valuation

Residential	Current Month		Current Quarter		2017 YTD	
	Permits	Valuation	Permits	Valuation	Permits	Valuation
New Single Family Homes	7	\$1,701,880.00	7	\$1,701,880.00	17	\$3,603,784.00
Townhouse/Twin Homes	0	\$0.00	0	\$0.00	0	\$0.00
House Additions	0	\$0.00	0	\$0.00	0	\$0.00
House Remodels/Basement Finish	1	\$7,000.00	1	\$7,000.00	4	\$42,000.00
Garages	0	\$0.00	0	\$0.00	0	\$0.00
Garage Additions and Remodels	0	\$0.00	0	\$0.00	0	\$0.00
3-Season Porches/Sun Rooms	0	\$0.00	0	\$0.00	0	\$0.00
Decks/Deck Ftgs Only	4	\$22,360.00	4	\$22,360.00	6	\$41,360.00
Fire Damage Repair	0	\$0.00	0	\$0.00	0	\$0.00
Swimming Pools	0	\$0.00	0	\$0.00	0	\$0.00
Voided Permits	0	\$0.00	0	\$0.00	0	\$0.00
Demolition Permits	0	\$0.00	0	\$0.00	0	\$0.00
Sheds and Accessory Structures	0	\$0.00	0	\$0.00	0	\$0.00
Renewals	0	\$0.00	0	\$0.00	0	\$0.00
Move-In House/Garage	0	\$0.00	0	\$0.00	0	\$0.00
Mechanical Permits	0	\$0.00	0	\$0.00	1	\$0.00
Plumbing Permits	0	\$0.00	0	\$0.00	1	\$0.00
Re-Roof, Re -Side, Re-Window	0	\$0.00	0	\$0.00	11	\$0.00
Fence	3	\$0.00	0	\$3.00	3	\$0.00
Miscellaneous	0	\$0.00	0	\$0.00	3	\$0.00
<b>TOTAL RESIDENTIAL</b>	<b>15</b>	<b>\$1,731,240.00</b>	<b>12</b>	<b>\$1,731,243.00</b>	<b>46</b>	<b>\$3,687,144.00</b>
Commercial/Industrial	0	\$0.00	0	\$0.00	0	\$0.00
New Buildings	0	\$0.00	0	\$0.00	1	\$900,000.00
Remodel Additions	0	\$0.00	0	\$0.00	0	\$0.00
Re-Roof, Re -Side, Re-Window	0	\$0.00	0	\$0.00	0	\$0.00
Mechanical Permits	0	\$0.00	0	\$0.00	0	\$0.00
Plumbing Permits	0	\$0.00	0	\$0.00	1	\$2,800.00
Fire Sprinkler	0	\$0.00	0	\$0.00	0	\$0.00
Miscellaneous	0	\$0.00	0	\$0.00	2	\$0.00
<b>TOTAL COMMERCIAL/INDUSTRIAL</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>4</b>	<b>\$902,800.00</b>
Public and Institutional	0	\$0.00	0	\$0.00	0	\$0.00
New Buildings	0	\$0.00	0	\$0.00	0	\$0.00
Remodel Additions	0	\$0.00	0	\$0.00	0	\$0.00
Re-Roof, Re -Side, Re-Window	0	\$0.00	0	\$0.00	0	\$0.00
Mechanical Permits	0	\$0.00	0	\$0.00	0	\$0.00
Plumbing Permits	0	\$0.00	0	\$0.00	0	\$0.00
Fire Sprinkler	0	\$0.00	0	\$0.00	0	\$0.00
Miscellaneous	0	\$0.00	0	\$0.00	0	\$0.00
<b>TOTAL PUBLIC &amp; INSTITUTIONAL</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>
<b>GRAND TOTALS</b>		<b>\$1,731,240.00</b>	<b>12</b>	<b>\$1,731,243.00</b>	<b>50</b>	<b>\$4,589,944.00</b>



Date: May 2, 2017

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

SUBJECT: FIRE REPORT FOR MONTH ENDING – 04/30/17

### **TOWNSHIP CALLS:**

04/07/17	2003	Waconia	Grass Fire, 12825 Co Rd 30	19
04/11/17	2107	Camden	Possible Fire, Union Ave & 70 <sup>th</sup> St	22
04/30/17	2140	Waconia	Possible Medical (false), 13553 74 <sup>th</sup> St	22

### **CITY OF MAYER CALLS:**

<u>DATE</u>	<u>TIME</u>	<u>DESCRIPTION/ADDRESS</u>	<u>MAN HOURS</u>
04/01/17	1032	Possible Grass Fire, 1751 Hidden Trail	11
04/02/17	1827	Medical, 419 Bluejay Ave, #108	17
04/04/17	1624	Medical, 1365 Foxtail Glen	12
04/09/17	1333	Medical, 5178 Harvest Curve	15
04/18/17	0857	Medical, 2308 Coldwater Crossing	11
04/27/17	1121	Medical, 205 Morning Dr	11

### **FIRE DEPARTMENT TRAININGS/ACTIVITIES FOR MONTH ENDING 04/30/17**

04/03/17	Regular Meeting
04/10/17	Truck Detail
04/17/17	House Fire Training
04/20/17	Carver County Mutual Aid Meeting at Mayer Fire Station
04/27/17	Fire Chief Meeting with Representative From David Drown and Associated

May 2, 2017

Honorable Mayor and Council Members  
City of Mayer  
413 Bluejay Ave N  
Mayer, MN 55360

Dear Mayor and Council Members,

We are nearing the point of posting the City Administrator/Clerk position, so I will attend your meeting on May 8, 2017 to review the process and seek approval to move ahead with the search.

As you know, the information gathering process for developing the position profile has been taking place for several weeks. Attached to this memo is the draft position profile that will be discussed and modified as needed at the Council meeting.

Please note that one of the items for discussion will be the salary range. The current Administrator is making more than the stated salary range, so this will require some additional attention. Attached is a sample of other community salary ranges for your review.

Other items of discussion include the job description, search timeline, and interview process. You will see the profile includes tentative dates for the final interviews, so I would like to finalize interview dates with you at the May 8<sup>th</sup> meeting.

The interviews can be done in one day or two days depending on which components the Council wishes to include in the process. Some of the options for this part of the process include the following:

- City Tour
- Lunch with leadership staff and Council
- Individual interviews with each Council member
- Community meet and greet event
- Leadership staff interview
- Full Council-formal interview
- Other options

The number of components desired will determine whether the process will take place over one or two days. There is no right or wrong approach to this as each City has different preferences.

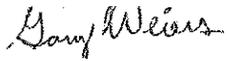
In summary, the items for discussion at the May 8<sup>th</sup> meeting include the following:

1. Position Profile: Review and approve
2. Salary Range: Review and approve
3. Job Description: Review and approve

4. Timeline: Determine date(s) of final interviews
5. Any questions from the Council

Thank you.

Sincerely,



Gary Weiers  
Management Consultant

Attachments

- Draft Profile
- Salary Comparisons
- Job Description
- Draft Timeline

# Mayer, Minnesota

A Rising Community!



**POSITION: CITY ADMINISTRATOR/CLERK**

**LOCATION: CITY OF MAYER, MINNESOTA**

**POPULATION: 1,960**

**SALARY RANGE: \$64,348 TO \$79,139**

## **CITY OF MAYER MISSION STATEMENT**

Building on our heritage, planning for the future, and enhancing the quality of life for its residents; The mission of the City of Mayer is to welcome new residents and businesses, provide the resource, opportunity, and environment necessary for growth, manage the City in a responsible manner, and maintain a friendly, small town atmosphere.

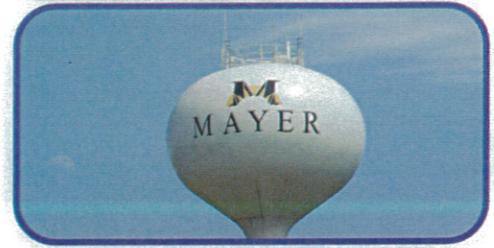
## Community Information

Mayer is a small, urban community in western Carver County along the South Fork of the Crow River. The City is home to 1,960 residents and offers small town living with many amenities.

The City known today as Mayer was originally called Helvetia. The town of Helvetia began to wither with the coming of the railroads to Carver County. With railroads came more business, and so the town shifted to the site of modern day Mayer and **gained its new name.** One of the major contributing factors to the success of Mayer as a community was the railroad. It was an active force in the town until 1985 when the Burlington Northern Railroad sought to abandon the track through Mayer. There are trails where the tracks were and restored buildings where the station was.

With the coming of the railroad and the growth of Mayer, one of the major issues to be addressed was schooling. In the 1880's, Mayer created its first school and with that its own school district. Public School District 73 erected its first school building in 1887. A newer building was constructed in 1916 which lasted until the consolidation of the district with neighboring Watertown. The Watertown–Mayer School District was formed in 1971.

Mayer is a growing community– the population is increasing and businesses are expanding. The City is rich in history and offers small town character, affordability of living, excellent schools, and a short commute to the Twin Cities.



## Recreational Opportunities



The Dakota Regional Trail passes through the City and covers a portion of the 44-mile Dakota Rail corridor, which crosses Hennepin, Carver, and McLeod Counties. The paved trail provides easy walking, hiking, biking, jogging, and inline skating access for many families in Mayer, and visitors alike. The trail passes through a variety of scenic areas including wetlands, wooded areas, and agricultural lands.

The City sponsors several community events including a 5k in June, The Mayer Rising Community Festival in July, bi-weekly antique car shows, and community education events throughout the year.

The City also has over 40 acres of developed parks throughout the community. The Park Board is working toward making West Ridge Park a premier park for **persons with differing abilities.** The City was awarded a grant from the Christopher Reeves Foundation to begin the process.

Mayer is the home of the Mayer Blazers, an amateur baseball team. Ball playing in Mayer has a history that goes back nearly 100 years and has always been strongly supported by the community.



## Education

Public education in Mayer is provided by the Watertown-Mayer School District. This District consists of a primary school, elementary school, middle school, and high school. The primary school is home to ECFE, Young Royals Preschool, kindergarten, community education, and Kids' Company. The elementary school enrolls students in grades 1-5, the middle school consists of grades 6-8, and the high school is comprised of students in grades 9-12.



Private education options are also available right in the City of Mayer. Zion Lutheran School is a pre-kindergarten through 8th grade school that has been serving families of Mayer and the surrounding community for more than 100 years.



Mayer Lutheran High School provides education for students in grades 9-12. As a ministry of Mayer Lutheran High School, Genesis Virtual Academy was founded in 2011 to broaden opportunities for both its students and the community. Genesis serves students in home schools, mission fields, and independent Christian schools in the United States and abroad.

## Healthcare

Mayer residents can find quality healthcare within minutes of the City. Ridgeview Medical Center in Waconia operates five buildings that provide patients with access to a hospital, primary and specialty care services, emergency services, laboratory and x-ray services, and much more.

Lakeview Clinic- Watertown is a full service clinic providing family medicine, internal medicine, pediatrics, complete x-ray facilities, and clinic laboratory. Additional specialty services are available through Lakeview Clinic- Waconia.

Catalyst Medical Clinic in nearby Watertown is also a quality healthcare



facility offering its patients access to child and adult comprehensive physical exams, acute illness and injury services, preventative medicine, patient education resources, outpatient surgical procedures, and much more.

# The Organization

The City of Mayer's government consists of four Council members and a Mayor. The Council members are elected to four year terms while the Mayor is elected to a two year term.

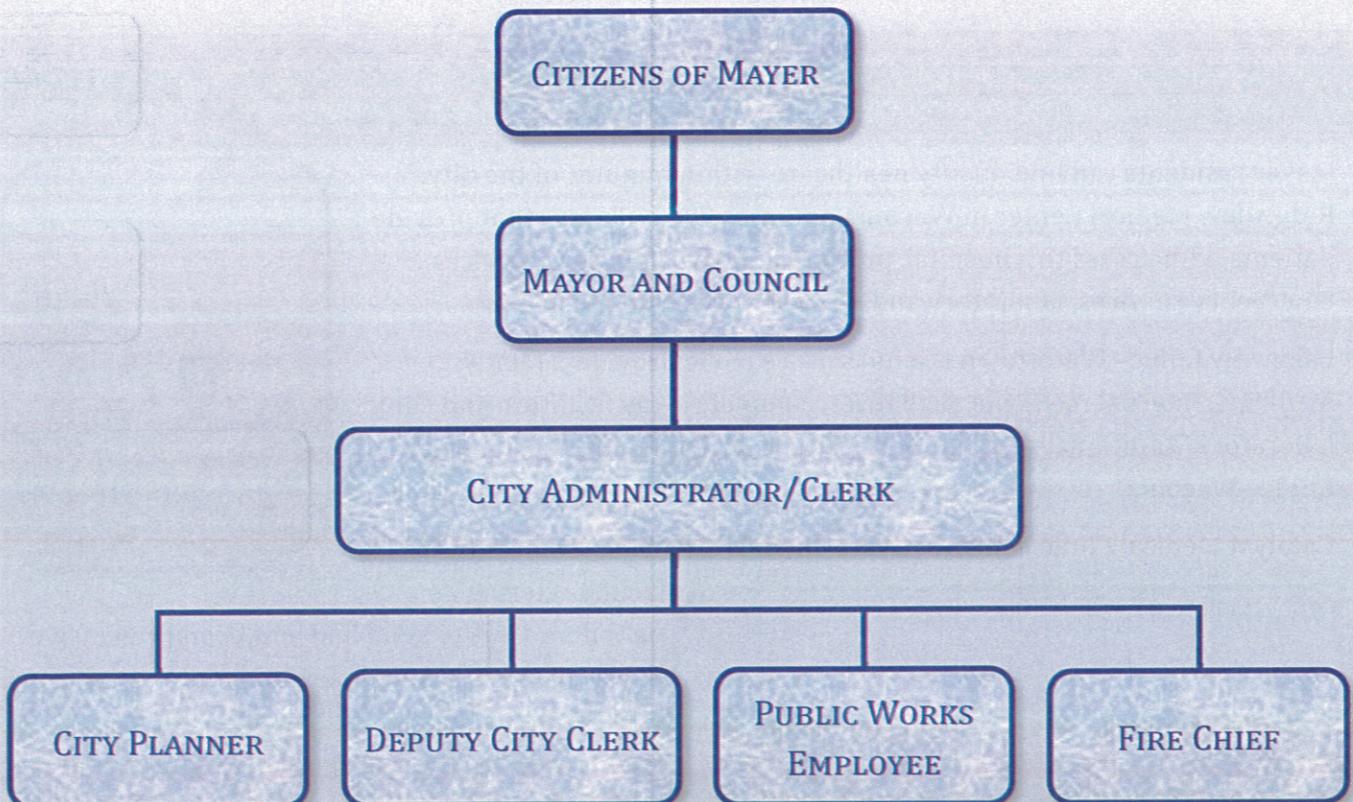
The City currently consists of an Administration Department, which handles the day to day business of the City, and a Fire Department. Police services are provided by the Carver County Sheriff.

The City Administrator is responsible for the preparation of the budget and levy documents. The City Administrator presents the budget to the City Council for their review and approval.

The Mayer Community Center is home to the City office, City Council chambers, Planning Commission meetings, and other City functions. The Community Center is also available for rent to the public for occasions such as weddings, social events, and other gatherings as it can accommodate up to 400 people.



## Organizational Chart



# Budget Summary

	2016	2017
General Government	\$172,515	\$81,500
Council Wages	\$14,175	\$17,111
Administrator	\$99,812	\$104,551
Boards and Commissions	\$1,896	\$1,440
City Clerk/Deputy	\$14,637	\$19,793
Elections	\$3,429	\$1,050
Assessment Services	\$12,124	\$12,500
Planning and Zoning	\$10,554	\$8,110
Computer	\$5,005	\$2,400
Community Center	\$40,320	\$44,380
Police Contract	\$84,536	\$118,903
Fire Protection	\$102,160	\$54,095
WAFTA	\$2,000	\$2,000
Fire Equipment	\$16,524	\$98,800
Fire Station	\$19,016	\$18,883
Truck Payment	\$0	\$21,749
Building Inspection	\$39,570	\$20,000
Civil Defense	\$200	\$450
Animal Control	\$0	\$650
Highways, Streets, & Roads	\$80,486	\$135,779
Ice and Snow Removal	\$18,245	\$27,000
Storm Drainage	\$3,992	\$10,000
Street Lighting	\$31,455	\$25,545
Maintenance Building	\$21,868	\$38,220
Park and Rec	\$104,869	\$98,350
Economic Development	\$2,125	\$4,550
Compost	\$2,980	\$3,287
Sales Tax	-\$202	\$0
<b>TOTAL</b>	<b>\$904,301</b>	<b>\$971,097</b>

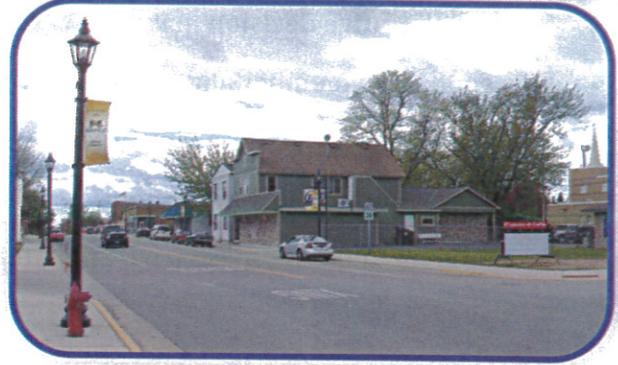
# Essential Functions of the Job

- ◆ Directs and manages all aspects of the financial and administrative operations for the City including making recommendations regarding policy development and financial planning. Ensures efficient conduct of all municipal affairs within overall City objectives.
- ◆ Oversees and coordinates the financial/fiscal planning and operations of the City including development of annual general fund, water/sewer budget and capital improvements program for consideration by the City Council; and, in consultation with the Clerk, oversees the administration and monitoring of expenditures.
- ◆ Coordinates the preparation of financial statements, financial reports, special analyses, and information reports for presentation to the City Council.
- ◆ Communicates, implements, and monitors short- and long-range goals, objectives, policies, and directives of the Council.
- ◆ Attends and participates in all meetings of the City Council, as appropriate, and coordinates preparation of agendas, supporting reports, recommendations and action plans in order to keep the Council fully informed and assist in its policy making role. Assists and coordinates with City commissions and committees as delegated by the City Council.
- ◆ Researches and prepares reports and recommendations for City Council consideration on a variety of City issues to improve health, safety, welfare, and economic development of the City including improved methods of operation, replacement or upgrading of equipment and exploration of grants or other funding sources.
- ◆ Represents the City at various local, regional, and state meetings and functions; represents the City in cooperatively working with other governmental agencies and officials on matters of mutual interest.
- ◆ Plans and directs delivery of City services to the public. Works closely with department heads to plan and coordinate their functions and works in cooperation with the City's attorney, engineer, planner, and building official to ensure efficient and effective provision of services.
- ◆ Communicates with the public regarding City plans, operations, and activities. Responds constructively to the questions and complaints of citizens.



# Essential Functions of the Job

- ◆ Plans, develops, and directs personnel programs, policies, and procedures designed to maximize work potential and interests of each employee and to effectively accomplish the City's goals and objectives.
- ◆ Trains and supervises all City employees either directly or through subordinate supervisors. **Works** with department heads to identify goals and standards against which to measure employee **performance**.
- ◆ Conducts annual performance reviews; makes recommendations to the City Council regarding employee salary/benefits packages and conditions of employment. Coordinates all phases of personnel administration including control over personnel files.
- ◆ Represents the City in the negotiation, coordination, and oversight of a wide range of management, administrative, consulting, legal, and other service contracts and agreements as authorized by the City Council.
- ◆ Performs other duties as delegated by the City Council in order to effectively manage City affairs and achieve City Council objectives.
- ◆ Follows all state laws, statutes, and regulations pertaining to the functions of the City Treasurer.
- ◆ Supervises and assists the Council in preparation and implementation of the annual operating and capital budgets including the recommendation of adjustments, discusses financial issues, types final budget.
- ◆ Advises the City Council concerning the financial condition of the City.
- ◆ Supervises the City's expenditures and revenues including the following: identifies money available to be invested, tracks due dates of investments and invests funds with Council approval in accordance with City policy, monitors expenditures and receipts, responds to complaints and discrepancies in billed amounts and makes adjustments as needed, receives and accounts for canceled bonds and coupons, and procures payroll records/reports and year end W-2 insurance updates/claims.
- ◆ Attend bid openings.
- ◆ Maintains, administers, and monitors compliance of City contracts.
- ◆ Prepares a variety of fiscal, statistical reports for the City Council.



## Desired Administrator/Clerk Attributes

- ◆ Be a collaborative decision maker
- ◆ Be a good team member and team leader
- ◆ Have a strong technological aptitude
- ◆ Be skilled at financial management
- ◆ Be confident and calm in external and internal relationships
- ◆ Be a good listener
- ◆ Be receptive to input
- ◆ Have a sense of humor
- ◆ Understand and embrace the culture of the community
- ◆ Be comfortable working in a smaller organization where the need to perform a multitude of duties is a reality
- ◆ Be a self-starter
- ◆ Be innovative
- ◆ Have an aptitude for community and business development

## Administrator/Clerk Goals and Priorities

- ◆ Help the City develop a plan to attract new businesses and grow existing business in the community
- ◆ With the City Council, evaluate outside contractor agreements and help determine the best service delivery methodology for each service
- ◆ Identify areas where technology can be better utilized to enhance service quality and efficiency
- ◆ Develop an inclusive and comprehensive budget process for the City
- ◆ Help the City establish and maintain a social media presence
- ◆ Bring the Council and staff together to forge a new way forward as a highly functional team
- ◆ Foster relationships with the school district, County, and neighboring communities
- ◆ Help the Council develop a data driven approach to solving organizational and community concerns.

# Position Announcement

City Administrator/Clerk Position: City of Mayer, MN

Salary Range: \$64,348 to \$79,139

Mayer is a small, urban community in western Carver County along the South Fork of the Crow River. The City's home to 1,960 residents and offers small town living with many amenities.



Minimum qualifications for the job include a bachelor's degree in Public Administration, Political Science, Community Development, Business, Finance, or related field, and three years of responsible public sector administrative and supervisory experience, or a bachelor's degree in one of the above areas and five years of public sector professional experience which must have included supervisory experience. Preferred qualifications include a master's degree in one of the above fields which may be substituted for two years of the required experience.

The position profile is available at: <http://www.daviddrown.com/active-job-searches>.

To apply, go to <https://daviddrown.hiringplatform.com/13619-mayer-city-administrator-clerk/34137-application-form/en>, and complete the process by June 6, 2017. Finalists will be selected by the Council on June 26, 2016. Final interviews are scheduled for July 19 and 20, 2017.

Please direct questions to Gary Weiers at [gary@daviddrown.com](mailto:gary@daviddrown.com) or 612-920-3320 x109.

Faribault Office  
1327 Merrywood Court  
Farriibault, MN 55021  
Phone: (612)920-3320 x109  
Fax: (612)605-2375  
[gary@daviddrown.com](mailto:gary@daviddrown.com)



**City of Mayer Salary Information**

<b>Organization</b>	<b>Pop</b>	<b>Region</b>	<b>Job Title</b>	<b>Range Min</b>	<b>Range Max</b>
Ada	1,598	Northwest	Administrator / Clerk - Treasurer	\$59,382.00	\$84,500.04
Arlington	2,233	Central	City Administrator		\$70,400.04
Aurora	1,666	Northeast	Administrator/Clerk-Treasurer	\$73,694.40	\$74,963.16
Avon	1,454	Central	Clerk- Administrator	\$62,233.56	\$79,664.04
Birchwood	875	Metro	City Administrator-Clerk	\$49,920.00	\$50,960.04
Bird Island	1,042	Southwest	City Administrator	\$45,912.00	\$54,804.00
Breezy Point	2,420	Central	City Clerk / Administrator	\$71,988.84	\$94,743.96
Canby	1,779	Southwest	City Administrator	\$39,999.96	\$59,000.04
Carver	4,293	Metro	City Manager	\$93,852.96	\$116,955.00
Clara City	1,340	Southwest	City Administrator/Clerk-Treasurer	\$82,599.96	\$82,601.04
Clearwater	1,573	Central	City Administrator	\$61,500.00	\$72,999.96
Cologne	1,600	Metro	City Administrator	\$69,201.96	\$87,663.00
Dawson	1,379	Central	City Manager	\$52,500.00	\$62,000.04
Eagle Lake	2,932	Southwest	City Administrator	\$65,977.56	\$78,852.84
Excelsior	2,360	Metro	City Manager		\$98,019.96
Foley	2,651	Central	Administrator/Clerk	\$58,605.00	\$91,188.00
Gaylord	2,230	Central	City Administrator	\$67,911.96	\$90,563.16
Granite Falls	2,947	Central	City Manager	\$72,508.80	\$95,347.20
Greenfield	2,782	Metro	City Administrator-Clerk/Treasurer	\$75,420.84	\$88,316.76
Howard Lake	2,021	Central	Administrator/Economic Developme	\$56,787.96	\$76,317.96
Lake Crystal	2,602	Central	City Administrator	\$54,399.96	\$87,792.00
Lauderdale	2,456	Metro	City Administrator	\$78,323.64	\$97,904.52
Lester Prairie	1,718	Central	City Coordinator-Clerk-Treasurer	\$54,891.24	\$68,619.24
Lexington	2,017	Metro	City Administrator	\$69,324.00	\$89,748.96
Lonsdale	2,879	Southeast	City Administrator	\$71,364.96	\$111,612.96
Madelia	2,303	Central	City Administrator	\$73,008.00	\$80,308.80
<b>Mayer</b>	<b>1,812</b>	<b>Metro</b>	<b>City Administrator</b>	<b>\$54,999.96</b>	<b>\$79,955.04</b>
Montgomery	3,000	Southeast	City Administrator	\$65,601.00	\$86,547.00
Norwood Young America	3,637	Metro	City Administrator	\$74,380.80	\$92,892.84
Olivia	2,528	Southwest	City Administrator	\$74,318.40	\$91,436.76
Osseo	2,485	Metro	City Administrator	\$79,622.28	\$103,688.04
Tonka Bay	1,549	Metro	City Administrator	\$52,818.36	\$73,614.48
Winsted	2,305	Central	City Administrator	\$61,880.04	\$83,616.00
Winthrop	1,292	Central	City Administrator	\$60,000.00	\$69,999.96
<b>Average</b>				<b>\$65,154.08</b>	<b>\$83,164.61</b>

Source: 2016 League of Minnesota Cities Salary Survey

## CITY OF MAYER JOB DESCRIPTION

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**JOB TITLE:** City Administrator/~~Clerk~~/Treasurer

**DEPARTMENT:** Administration

**SUPERVISION:** Mayer City Councilmembers

**EFFECTIVE DATE:** ~~June 25, 2007~~ May 8, 2017

**FLSA STATUS:** Exempt

~~**SALARY RANGE:** \_\_\_\_\_~~

~~**STEP STRUCTURE:** \_\_\_\_\_~~

~~**PAY GRADE:** \_\_\_\_\_~~

~~**PAY EQUITY POINTS:**~~

**PAY PERIODS:** Bi-Weekly

**HOURS WORKED:** 8:00 a.m. – 4:30 p.m. and evenings for meetings.

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### **DEFINITION:**

The City Administrator is the Chief Administrative Officer for the city and plans and directs all city operations in line with objectives and guidelines established by the City Council, including financial and administrative functions, personnel, planning and engineering activities, all public works operations, sewer and water utilities, volunteer, fire protection, and contracted police protection coordination; exercises general and administrative supervision over all city employees either directly or through subordinate supervisors; and coordinates planning, legal, building and engineering activities. The City Administrator is responsible for advising the City Council regarding the impact of policy decisions, and representing the interests of the city in metropolitan and state activities as delegated by the City Council. Acting also as Treasurer, this position is responsible for the proper financial administration of the City.

### **SUPERVISION RECEIVED:**

Works under the general supervision of the City Council.

**SUPERVISORY FUNCTIONS:**

Exercises supervision over all City employees. Has ~~actual~~ authority to perform the following supervisory functions over all City employees:

- Assignment of duties
- Performance evaluations-
- Prioritization of department tasks-
- Adjustment of employee grievances-
- Limited ~~Disciplinediscipline-~~

Has recommendation authority to perform the following supervisory functions over all city employees:

- Transfer-
- Suspension-
- Promotion-
- Discharge-
- Hiring-
- ~~Rewards-~~

**EQUIPMENT/JOB LOCATION:**

Works primarily from an office in City Hall. Equipment used includes, but is not limited to, personal computer and required programs, printer, ~~dictaphone~~, fax machine, calculator, postage meter, copy machines, and other equipment as the position requires.

**ESSENTIAL FUNCTIONS OF THE JOB:**

The following statements are intended to describe the general nature and level of work being performed. They are not intended to be construed as an exhaustive list of all responsibilities, duties and skills required of personnel so classified.

- Directs and manages all aspects of the financial and administrative operations for the city, including making recommendations regarding policy development and financial planning. Ensures efficient conduct of all municipal affairs within overall city objectives.
- Oversees and coordinates the financial/fiscal planning and operations of the city, including development of annual general fund, water/sewer budget and capital improvements program for consideration by the City Council; and, ~~in consultation with the Clerk~~, oversees the administration and monitoring of expenditures.
- ~~Works with the Clerk to e~~Coordinates the preparation of financial statements, financial reports, special analyses, and information reports for presentation to the City Council.
- Communicates, implements, and monitors short- and long-range goals, objectives, policies, and directives of the Council.

- Attends and participates in all meetings of the City Council, as appropriate, and coordinates preparation of agendas, minutes, supporting reports, recommendations and action plans, in order to keep the Council fully informed and assist in its policy making role. Assists and coordinates with City commissions and committees as delegated by the City Council.
- Researches and prepares reports and recommendations for City Council consideration on a variety of city issues to improve the health, safety, welfare and economic development of the city, including improved methods of operation, replacement, or upgrading of equipment and exploration of grants or other funding sources.
- Represents the city at various local, regional, and state meetings and functions; represents the city in cooperatively working with other governmental agencies and officials on matters of mutual interests.
- Plans and directs delivery of city services to the public. Works closely with department heads to plan and coordinate their functions and works in cooperation with the city's attorney, engineer, planner and building official to ensure efficient and effective provision of services.
- Communicates with the public regarding city plans, operations and activities. Responds constructively to the questions and complaints of citizens.
- Plans, develops and directs personnel programs, policies and procedures designed to maximize work potential and interests of each employee and to effectively accomplish the city's goals and objectives.
- Trains and supervises all city employees either directly or through subordinate supervisors. Works with department heads to identify goals and standards against which to measure employee performance.
- Conducts annual personnel performance reviews; makes recommendations to City Council regarding employee salary/benefits packages and conditions of employment. Coordinates all phases of personnel administration, including control over personnel files.
- Represents the city in the negotiation, coordination, and oversight of a wide range of management, administrative, consulting, legal and other service contracts and agreements as authorized by the City Council.
- Performs other duties as delegated by the City Council in order to effectively manage City affairs and achieve City Council objectives.
- Follows all state laws, statues, and regulations pertaining to the functions of the City Treasurer.
- Supervises and assists the Council in preparation and implementation of the annual operating and capital budgets including the recommendation of adjustments, discusses financial issues, types final budget.
- Advises the City Council concerning the financial condition of the City.
- Supervises the City's expenditures and revenues including the following: Identifies money available to be invested; tracks due dates of investments and invests funds with Council approval in accordance with City policy; Monitors expenditures and receipts; responds to complaints and discrepancies in billed amounts and makes adjustments as needed; receives and accounts for cancelled bonds and coupons; Procures payroll records/reports and year end W-2s insurance updates/claims.
- Attends bid openings.

- Maintains, administers and monitors compliance of City contracts.
- ~~Opens and maintains various agreements on computer.~~
- Prepares a variety of fiscal, statistical reports for City Council.
- Responsible for all statutory requirements for a City Clerk.

## REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

- Knowledge of city operations.
- Knowledge of state and local municipal laws.
- Effective oral and written communication skills.
- Solid-Excellent problem-solving skills.
- Knowledge of financial policies and procedures.
- Knowledge of the budget process for a city.
- Excellent administrative skills in areas of fiscal management, project management and accountability.
- Excellent organizational skills, ability to deal with diverse duties and responsibilities effectively.
- Excellent personnel management skills, including experience in hiring, managing, training, and development of staff.
- Collaborative management style.
- Ability to deal with the public with tact, courtesy and professionalism.
- Ability to establish and maintain excellent working relationships with all city contractors and consultants, including but not limited to the city attorney, building inspector, planner and engineer.
- Experience in economic and community development including funding of projects and tax increment financing.
- Familiarity with growth issues, land use planning, zoning, code enforcement, and special assessments.
- Computer and technical knowledge appropriate for city operations.
- Ability to delegate work to department heads, employees and others.
- Ability to analyze long-and-short-term goals.
- Ability to make professional recommendations to Council, department heads and others.

## PHYSICAL DEMANDS:

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The employee frequently is required to sit and talk or hear, use hands to finger, handle or feel objects, tools, or controls; and reach with hands and arms.
- Ability to use large motor skills which include standing and walking during the workday.

- Considerable ability to use fine motor skills to manipulate objects requiring manual dexterity.
- The employee will lift and/or move up to 50 pounds for tasks such as folding tables, desk furniture, setting up rooms for meetings, carrying supply boxes and file drawers.
- Specific vision abilities required by this position include close vision, distance vision, peripheral vision and ability to focus as it relates to such tasks as reading, processing paperwork, overseeing public activities, computer deskwork, etc.

#### MINIMUM QUALIFICATIONS:

- Must have a valid Minnesota Driver's license.
- Bachelor's degree in public administration, political science, community development, business, finance, or a related field and ~~three years of~~ responsible public sector administrative and supervisory experience, ~~or~~
- ~~Bachelor's degree in one of the above areas and five years of public sector professional experience which must have included supervisory experience.~~

#### PREFERRED QUALIFICATIONS:

- A master's degree in one of the above fields, ~~may substitute for two years of the required experience.~~

#### NON-DISCRIMINATION POLICY:

The City of Mayer will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation, or status with regard to public assistance.

*(The examples given above are intended only as illustrations of various types of work performed and are not necessarily all-inclusive. This position description is subject to change as the needs of the employer and requirements of the position change. The City of Mayer reserves the right to change and/or eliminate any and all job duties if needed. ~~This position is subject to state drug and alcohol testing.)~~*

## City of Mayer Administrator Search Timeline April 21, 2017

ITEM	TASK	COMPLETION DATE
Decision by City Council to proceed		April 10, 2017
Information gathering	<ul style="list-style-type: none"> <li>◆ Gather all pertinent background information</li> <li>◆ Gather salary information and review job description</li> </ul>	April 25, 2017
Professional profile	<ul style="list-style-type: none"> <li>◆ Develop position profile and advertisement</li> </ul>	April 27, 2017
Approve position profile	<ul style="list-style-type: none"> <li>◆ City Council approves profile, job description, salary range, and hiring process</li> </ul>	May 8, 2017
Candidate recruitment	<ul style="list-style-type: none"> <li>◆ Post position immediately upon approval of profile</li> <li>◆ Comprehensively advertise</li> <li>◆ Email and phone calls to prospective candidates</li> </ul>	May 9- June 6, 2017
Screening of applicants	DDA will review and rank applicants based on job related criteria and select semifinalists	June 7, 2017
Video Interview	Each semifinalist will participate in a video interview	June 19, 2017
Personality Index	DDA will administer a work-related personality index to all semifinalists.	June 19, 2017
Selection of finalists	<ul style="list-style-type: none"> <li>◆ City Council reviews semifinalists and selects finalists for interviews</li> <li>◆ DDA will notify candidates not selected as finalists</li> </ul>	June 26, 2017
Background check of all finalists selected for interviews	<ul style="list-style-type: none"> <li>◆ Includes: <ul style="list-style-type: none"> <li>◆ Criminal background: county, state, national</li> <li>◆ Sex offender registry</li> <li>◆ Social Security number verification</li> <li>◆ Employment and education verification</li> <li>◆ Credit Check</li> </ul> </li> </ul>	July 10, 2017
Reference check on all finalists	DDA will conduct reference checks with current and former employers on all finalists	July 10, 2017
Intellectual profile	DDA will administer an intellectual profile measuring verbal reasoning, mathematical and logical reasoning, and overall mental aptitude	July 10, 2017
Finalist Packet	DDA will provide the Council information including: <ul style="list-style-type: none"> <li>◆ Summary of references</li> <li>◆ Results of background checks</li> <li>◆ Personality index reports</li> <li>◆ Resumes, etc.</li> </ul>	July 11, 2017
Interviews	DDA will prepare all interview materials and be present at all interviews and other functions. It is recommended that interviews be at a special meeting	July 19 or 20, 2017
Decision	City Council will select candidate for offer	July 20, 2017
Offer and agreement	DDA will negotiate agreement with selected person	July 21, 2017
Projected start date	New Administrator/Clerk begins	August 21, 2017
Follow up	DDA will follow up periodically with the new Administrator/Clerk	August 2018

Highlighted items involve the full Council

**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>		May 8, 2017					
<b>Item Name:</b>		Amended Lease Agreement with Kids Company					
<b>Originating Department:</b>		Administration					
<b>Presented by:</b>		Luayn Ruch-Hammond					
<b>Previous Council Action (if any):</b>							
<b>Item Type (X only one):</b>		Consent		Regular Session	<input checked="" type="checkbox"/>	Discussion Session	
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED</b> <i>(Include motion in proper format.)</i>							
A motion authorizing the Mayor's signature on the lease agreement with Watertown Mayer Community Education.							
<b>EXPLANATION OF AGENDA ITEM</b> <i>(Include a description of background, benefits, and recommendations.)</i>							
Rachel bender will be present at the meeting to discuss the proposed changes to the lease agreement with Watertown Mayer Community Education for the Kid's Company Program. The attached agreement has the strike throughs and the proposed changes. Staff is requesting approval of the lease agreement.							
<b>FINANCIAL IMPLICATIONS:</b>				<b>ADVISORY BOARD RECOMMENDATIONS:</b>			
Funding Sources & Uses:							
Budget Information:							
<input type="checkbox"/> Budgeted <input type="checkbox"/> Non Budgeted <input type="checkbox"/> Amendment Required							
Approved <input type="checkbox"/>		Denied <input type="checkbox"/>		Tabled <input type="checkbox"/>		Other <input type="checkbox"/>	
Resolution No. _____				Ordinance No. _____			

WATERTOWN-MAYER COMMUNITY EDUCATION  
KIDS COMPANY LEASE AGREEMENT

CITY OF MAYER, MINNESOTA

THIS LEASE AGREEMENT (the, "Lease") is entered into effective as of ~~June 1, 2017~~ ~~August 1, 2017~~, ("Commencement Date") by and between the City of Mayer (the "City"), Landlord, and Watertown-Mayer School District No. 111 ("W-M District") on behalf of W-M Community Education Kids Company Child Care, Tenant.

**1. Leased Premises.** The City, in consideration of the rents and covenants contained in this Lease, does hereby lease to Tenant, and Tenant does hereby lease from the City the following described premises:

Those portions (spaces) of the City of Mayer Community Center Building located at 413 Bluejay Avenue, Mayer, MN 55360, as depicted by cross-hatching on **Exhibit A** attached hereto. This includes the City Council chambers, hallway, upper and lower gym areas, kitchen, lavatories, storage rooms as specifically authorized from time to time by the City and outside baseball and playground areas adjacent to the Community Center Building (the "Leased Premises").

**2. Term.** The initial term of this Lease shall be for a period of one year commencing on ~~August 1, 2017~~ June 1, 2017, and ending ~~July 31, 2018~~ May 31, 2017.

**3. Extension.** After expiration of the initial term, the Lease may continue on the same terms and conditions as specified in the Lease until either the City or the Tenant has given to the other party a written 90 day notification of termination of the Lease or unless otherwise extended or terminated by a mutual written agreement of both parties.

**4. Rent.** As consideration for Tenant's use of the Leased Premises, Tenant shall pay to the City on the first day of each month beginning August 1, 2016 the sum of \$2,780.00. Such rental amount includes custodial services and supplies provided by the City including light cleaning, garbage removal, gas, electricity, pest control, snow removal, water and sanitary sewer. If additional custodial services are needed beyond those anticipated at this time, such additional services shall be billed to the Tenant at the rate of \$42.50 per day as required.

**5. Use.** The Premises shall be used and supervised only by Tenant for the creation of a W-M Community Education Kids Company childcare program. Tenant shall abide by and conform to any State or Federal laws applicable to this program and use.

6. **Time.** The Leased Premises ~~will~~ shall be occupied by the W-M Kids Company Child Care Program during the hours of 6:00 a.m.-8:15 a.m. and 2:00 p.m.-6:15 p.m. Monday through Friday during the regular school year. During the summer break time the hours will be 6:00 a.m. to 6:15 p.m. Monday through Friday.

7. **Restriction on Use.** City reserves the right to restrict use of the premises by Tenant from time to time in the event of conflict with other use authorized by City. ~~It is anticipated that this use normally will be in regard to certain Friday afternoons for wedding preparation and decoration. The Tenant's materials may remain set up unless the premises space is needed for other uses and the City gives Tenant a seven day notice of such use. For larger uses such as wedding reception preparations which normally require Friday afternoons, City will attempt to provide Tenant with a two month notice of such event.~~

8. **Suspended Rent.** If Tenant determines the Leased Premises are not needed or used during the summer months of June, July and August, based on program enrollment, Tenant shall so notify City in writing and rent payments shall be suspended for such month of non-use.

9. **Care of Premises.** Tenant accepts the Leased Premises in its "as is" condition without any obligation on the part of the City to improve same, unless specifically set forth in this Lease, and agrees to keep the Leased Premises in good condition during the entire term of this Lease, reasonable wear and tear excepted. Tenant shall be responsible for all damage and required repair caused by Tenant's use of the premises.

10. **Alterations.** Tenant shall make no change, alteration, modification or addition to the Leased Premises without the prior written consent of the City. Tenant is responsible for any American with Disabilities Act changes required in conjunction with Tenant's use of the premises.

11. **Assignment or Sublease.** The Leased Premises may not be assigned or sublet, in whole or in part, by tenant without the prior written consent of the City. Absent the written consent of the City, any assignment or sublease shall not release Tenant from its obligations under this Lease. Any assignment or sublease attempted to be made in violation of this Lease shall be void. The terms of this Lease shall bind and inure to the benefit of the parties hereto and their respective successors and assignees.

12. **Indemnification.** Tenant agrees to defend, indemnify and hold harmless the City from injuries, damages and loss, including costs and attorneys' fees, arising from the willful or negligent acts and omissions of Tenant, its employees, officers and agents under this Lease. The City shall have no responsibility for any indirect or consequential damages suffered by Tenant, or by any person, firm or corporation not a party to this Lease.

**13. Notices.** All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepared, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate in writing:

If to the City: The City of Mayer  
Attn: City Administrator  
413 Bluejay Avenue  
P.O. Box 102  
Mayer, MN 55360

If to Tenant: Watertown School District No. 111  
ATTN: \_\_\_\_\_  
1001 Highway 25 N.W.  
Watertown, MN 55388

Official notices shall not be sent by facsimile or electronic mail.

**14. Insurance.** At all times during the time of this lease, Tenant shall obtain and keep in force comprehensive general liability insurance, including coverage for bodily and personal injury or death and property damage with limits of not less than \$1,000,000 per claim and \$2,000,000 per occurrence. Tenant shall provide certificates to the City prior to commencement of the Lease and thereafter as requested by the City evidencing that it maintains the required insurance. All such certificates shall name the City of Mayer as additional insurance and shall provide that the insurance will not be cancelled without at least thirty (30) days prior notice to the City. Tenant represents that it has workers' compensation insurance to the extent required by law and agrees to furnish proof of such insurance upon request.

**15. Amendments.** This Lease shall be amended only in writing duly executed by all the parties to this Lease.

**16. Governing Law/Jurisdiction.** The laws of the State of Minnesota shall govern the validity, construction and enforceability of this Lease, without giving effect to its conflict of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Lease shall be in the courts of the State of Minnesota.

**IN WITNESS WHEREOF,** the City and Tenant have executed this Lease Agreement on the day and year first above written.

City of Mayer

Watertown-Mayer School District No. 111

By: \_\_\_\_\_  
\_\_\_\_\_ Mike Dodge, Its Mayor

By: \_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_ Its Chair \_\_\_\_\_

\_\_\_\_\_ Dated: \_\_\_\_\_

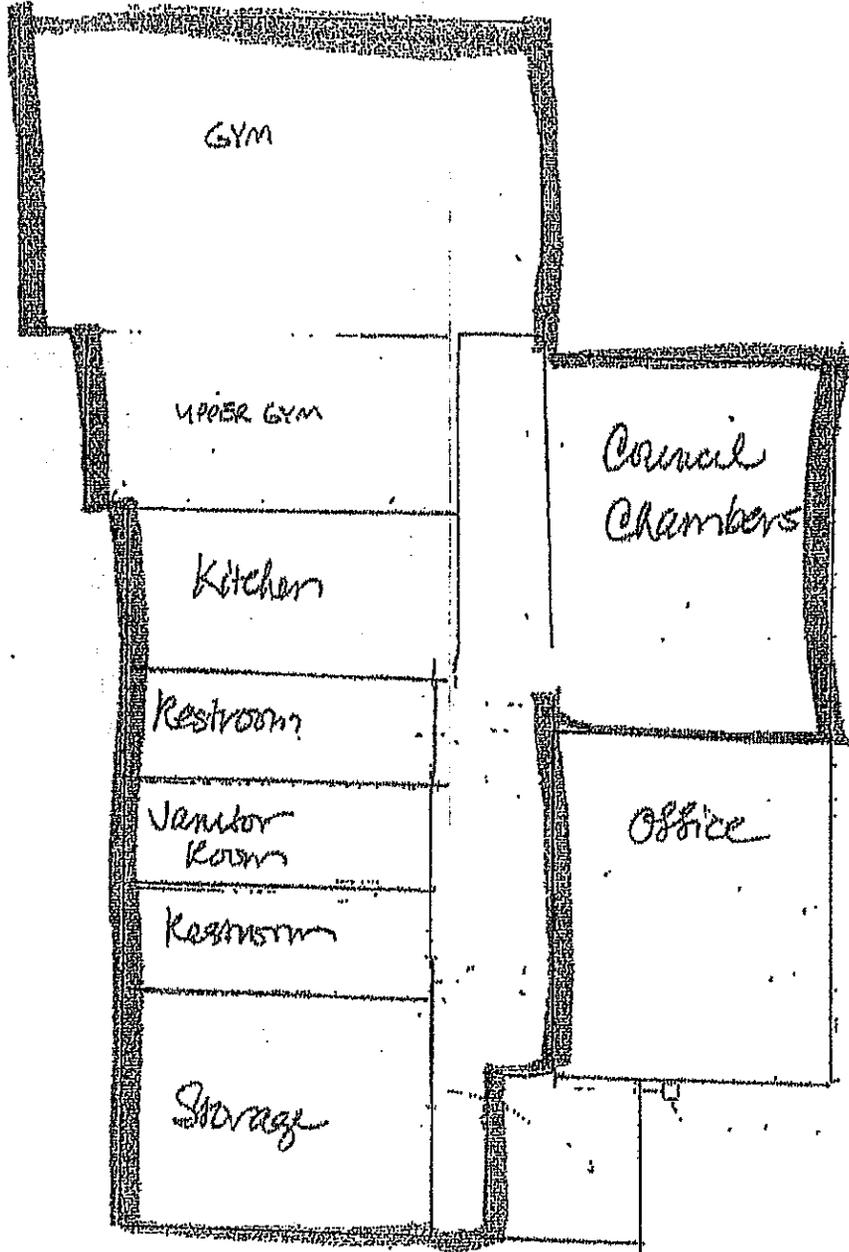
By: \_\_\_\_\_  
\_\_\_\_\_, Its Clerk

ATTEST:

\_\_\_\_\_  
Janell Gildemeiester, Its Deputy Clerk

Dated: \_\_\_\_\_

EXHIBIT A



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>		May 8, 2017	
<b>Item Name:</b>		Severance Agreement	
<b>Originating Department:</b>		Administration	
<b>Presented by:</b>		Luayn Ruch-Hammond	
<b>Previous Council Action (if any):</b>			
<b>Item Type (X only one):</b>	Consent	Regular Session	<input checked="" type="checkbox"/> Discussion Session
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED</b> (Include motion in proper format.)			
<b>EXPLANATION OF AGENDA ITEM</b> (Include a description of background, benefits, and recommendations.)			
Attached is the severance agreement for the City Administrator.			
<b>FINANCIAL IMPLICATIONS:</b>		<b>ADVISORY BOARD RECOMMENDATIONS:</b>	
Funding Sources & Uses:			
Budget Information:			
Budgeted			
Non Budgeted			
Amendment Required		Other	
<b>Approved</b>	<b>Denied</b>	<b>Tabled</b>	<b>Other</b>
<b>Resolution No.</b>		<b>Ordinance No.</b>	

## SEVERANCE AGREEMENT

This Severance Agreement ("Agreement") is entered into this \_\_\_\_ day of May, 2017, between Luayn Rose Ruch-Hammond ("Employee") and the City of Mayer ("Employer").

### RECITALS

A. Employee's employment separated with Employer effective May 10, 2017.

B. Employee's last date of employment was May 9, 2017.

C. Attached as **Exhibit A** is an accompanying Release of Claims ("Release") which is incorporated herein by reference and made part of this Agreement as if fully set forth herein.

D. The City shall pay to Employee her wages and benefits through her last date of employment and Employee's last paycheck shall be paid to Employee by no later than May 15, 2017.

E. Payment of the sum of \$16,922.66, minus normal and customary withholdings, excluding PERA, representing payment to Employee for Employee's accrued, but unused, compensatory time off and paid time off, as of the date of Employee's separation date of employment, shall be paid by the City by no later than May 15, 2017.

### AGREEMENT

For the consideration described below, the adequacy of which the parties acknowledge, the parties agree as follows:

1. **Release by Employee.** At the same time that Employee executes this Agreement, Employee shall execute the Release that is attached as **Exhibit A** (the "Release"). Employee shall have until May 31, 2017, or 21 days after the last date of

Employee's employment with Employer, whichever date is later, in which to execute this Agreement and Release. Employee must execute this Agreement and Release by the above date should she so choose to receive the benefits described in this Agreement. Employee may not execute this Agreement and Release prior to May 10, 2017, or the day after Employee's last date of employment, whichever date is later.

2. Severance Benefits. As consideration for Employee executing this Agreement, subject to the conditions set forth in this Agreement, and as allowed by state and federal law, Employer agrees to provide the following consideration to Employee after this Agreement becomes an effective Agreement: 1) payment of the sum of \$32,600.00, minus normal and customary withholdings, excluding PERA, within 15 calendar days after the effective date of this Agreement; and 2) should Employee chose to elect COBRA coverage for Employer's health insurance plan, Employer shall contribute towards the Employee's continuation coverage payments the sum of \$787.00 per month until the sooner of December 31, 2017, or the date that Employee becomes eligible to participate in another health insurance plan. If Employee's eligibility to participate in another health insurance plan terminates before December 31, 2017, then from the date of that health insurance plan termination until December 31, 2017, Employer shall pay Employee \$600 per month until December 31, 2017 as additional contribution towards Employee's health care expenses. Should Employee become eligible to participate in another health insurance plan at any time prior to December 31, 2017, Employee must immediately notify Employer of said eligibility. Should Employee become eligible to participate in an additional health plan prior to December 31, 2017, and them become ineligible to participate in that plan, Employee shall notify Employer immediately as well.

3. **Return of Employer Property.** Employee represents and warrants that she does not have any property belonging to Employer in her possession, custody, or control.

4. **Consideration and Rescission.** The periods described in the Release during which Employee may consider whether to sign or rescind the Release, and the procedures stated in the Release for accepting or rescinding the Release, also apply to this Agreement. The Release and this Agreement must be accepted or rescinded together. Rescission of one of these documents will be deemed a rescission of both.

5. **Non-Admission.** Nothing in this Agreement or the Release (**Exhibit A**) is intended to be, nor will it be deemed to be, an admission by Employer or Employee that either party has violated any law or that either party has engaged in any wrongdoing.

6. **Entire Agreement.** This Agreement and the Release (**Exhibit A**) supersedes all prior oral and written agreements, representations, and promises between the parties, except that provisions 10 and 11 of the Employment Agreement entered into by and between the parties dated March 17, 2014, shall survive upon execution of this Agreement and shall remain in full force and effect. This Agreement and the Release (**Exhibit A**), along with provisions 10 and 11 of the Employment Agreement dated March 17, 2014, constitutes the entire agreement between the parties with respect to Employee's employment with Employer and the voluntary separation of that employment.

7. **Voluntary and Knowing Action.** The parties acknowledge that they understand the terms of this Agreement and that they are voluntarily entering into this Agreement. The parties intend to be legally bound. Employee represents that she is legally able and entitled to enter into this Agreement and to receive the payments described in

paragraph 2 above. Employer represents that it is legally able to enter into this Agreement and able to make the payments described above in paragraph 2.

8. **Minnesota Law Applies.** The terms of this Agreement and the Release (Exhibit A) will be governed by the laws of the State of Minnesota and shall be construed and enforced thereunder.

9. **Binding Upon Heirs and Successors.** This Agreement and the Release (Exhibit A) shall be binding upon and shall inure to the benefit of Employee and Employer and their respective heirs, administrators, representatives, executors, successors and assigns.

10. **Recitals.** The recitals referenced at the beginning of this Agreement, (Exhibit A); and provisions 10 and 11 of the Employment Agreement dated March 17, 2014, are incorporated herein by reference as if fully set forth herein.

11. **Effective Date of this Agreement and Release.** This Agreement and the attached Release (Exhibit A) shall not become effective and enforceable until all of the following conditions are met: 1) the 15 day period of time expires after the Employer describes the financial terms of this Agreement at a public meeting as set forth in MINN. STAT. § 465.722; 2) neither the Employer nor the Employee rescind or reject the financial terms of the Agreement within that 15 day period of time pursuant to MINN. STAT. § 465.722; 3) the Employee signs both the Agreement and the Release (Exhibit A) within the time period described in this Agreement; and 4) the revocation period of 15 days expires without any attempt by the Employee to rescind.

12. **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.

13. No Reemployment. Employee agrees to not apply to become employed in the future by Employer in any capacity.

**EMPLOYEE:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Luayn Rose Ruch-Hammond

**EMPLOYER:  
CITY OF MAYER**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: Mayor

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: Deputy City Clerk

EXHIBIT A  
RELEASE BY LUAYN ROSE RUCH-HAMMOND

1. Definitions. I intend all words used in this Release to have their plain meanings in ordinary English. Specific terms that I use in this Release have the following meanings:

A. I, me, and my include both me and anyone who has or obtains any legal rights or claims through me.

B. City means the City of Mayer; the present and past administrators, clerks, council members, elected officials, attorneys, and employees of the City of Mayer; the present and past fiduciaries of any employee benefit plan sponsored or maintained by the City of Mayer (other than multiemployer plans); and anyone who acted on behalf of the City of Mayer or on instructions from the City of Mayer.

C. Agreement means the Severance Agreement between the City and me that I am executing on the same date on which I execute this Release.

D. My Claims mean all of my rights that I now have to any relief of any kind from the City, including without limitation:

- i. all claims arising out of or relating to my employment with the City in any capacity including, but not limited to, my employment with the City;
- ii. all claims arising out of or relating to the statements, actions, or omissions of the City;
- iii. all claims for any alleged unlawful discrimination, harassment, retaliation or reprisal, or any alleged unlawful practices arising under

## Exhibit A

any federal, state, or local or municipal statute, ordinance, or regulation, including without limitation, claims under Title VII of the Civil Rights Act of 1964, MINN. STAT. § 13.01, et. seq. and 13D.01 et. seq., the Open Meeting Laws, the Federal Constitution of the United States, Minnesota's State Constitution, the Americans with Disabilities Act, the Americans with Disabilities Act Amendments Act, 42 U.S.C. § 1981, the Age Discrimination in Employment Act, The Older Worker's Benefits Protection Act, the Government Data Practices Act, the Employee Retirement Income Security Act, the Equal Pay Act, the City's Personnel Policies and ordinances, the Worker Adjustment and Retraining Notification Act, the Minnesota Human Rights Act, the Fair Credit Reporting Act, the Fair Labor Standards Act, the Veterans' Preference Act, the Uniform Services Employment and Reemployment Rights Act, Minnesota State Wage and Hour Laws, the Family and Medical Leave Act, Loudermill hearing rights, any rights pursuant to Garrity v. State of New Jersey, 385 U.S. 493 (1967), Public Employee Labor Relations Act, Genetic Nondiscrimination Act, any rights under MINN. STAT. § 465.722, and workers' compensation non-interference or non-retaliation statutes (such as MINN. STAT. § 176.82);

- iv. all claims for alleged wrongful discharge; breach of contract, breach of implied contract; failure to keep any promise; breach of a covenant of good faith and fair dealing; breach of fiduciary duty; estoppel; my activities, if any, as a "whistleblower"; defamation; negligent and

Exhibit A

intentional infliction of emotional distress; fraud; misrepresentation; hostile work environment; negligence; harassment; retaliation or reprisal; constructive discharge; assault; battery; false imprisonment; invasion of privacy; interference with contractual or business relationships; any other wrongful employment practices; and violation of any other principle of common law;

all claims for compensation of any kind, including payout of accrued, but unused, vacation, sick time, paid-time off, and compensatory time off;

all claims for back pay, front pay, reinstatement, other equitable relief, compensatory damages, damages for alleged personal injury, liquidated damages, and punitive damages; and

all claims for attorney's fees, costs, and interest.

However, My Claims do not include any claims that the law does not allow to be waived or any claims that may arise after the date on which I sign this Release.

2. Agreement to Release My Claims. I will receive consideration from the City as set forth in the Severance Agreement if I sign and do not rescind this Release as provided below and provided that I meet the other conditions as specified in the Severance Agreement, including execution of the Severance Agreement. I understand and acknowledge that the consideration I am receiving to execute the Severance Agreement and Release is money in addition to anything of value that I would be entitled to receive from the City if I did not sign this Release or if I rescinded this Release. In exchange for that consideration, I give up all of

My Claims. I will not bring any lawsuits against the City or make any demands against the City for compensation or damages relating to My Claims. The consideration that I am receiving is a fair compromise for the release of My Claims.

3. **Additional Agreements and Understandings.** Even though the City will provide consideration for me to settle and release My Claims, the City does not admit that it is responsible or legally obligated to me. In fact, the City denies that it is responsible or legally obligated to me for My Claims, denies that it engaged in any unlawful or improper conduct towards me, and denies that it treated me unfairly.

4. **My Right to Rescind this Release.** I understand that I may rescind (that is, cancel) this Release and accompanying Severance Agreement with respect to claims arising under the Minnesota Human Rights Act within fifteen (15) calendar days of signing it, and with respect to claims arising under the Age Discrimination in Employment Act and the Older Worker's Benefits Protection Act within seven (7) calendar days of signing it. This Release and accompanying Severance Agreement will not become effective or enforceable unless and until the rescission periods have expired without my exercising my rights to rescind and all of the conditions have been met as set forth in provision 12 of the Severance Agreement.

5. **Procedure for Accepting or Rescinding the Release.** To accept this Release, I must deliver this signed Release and the attached Severance Agreement to the City at the address indicated below. To rescind my acceptance, I must deliver a written, signed statement that I rescind my acceptance to the City by hand or by mail within the rescission period set forth above. All deliveries or communications required to be made under this Release or accompanying Severance Agreement must be made to the City at the following address:

Attn: Mike Dodge  
City of Mayer  
413 Bluejay Ave.  
Mayer, MN 55360

If I choose to deliver my acceptance or the rescission of my acceptance by mail, it must be:

- A. postmarked within the period stated above; and
- B. properly addressed to the City at the address stated above.

6. **Interpretation of the Release.** This Release should be interpreted as broadly as possible to achieve my intention to resolve all of My Claims against the City. If this Release is held by a court to be inadequate to release a particular claim encompassed within My Claims, this Release will remain in full force and effect with respect to all the rest of My Claims.

7. **My Representation.** I am legally able and entitled to receive the consideration being provided to me in settlement of My Claims. I have not been involved in any personal bankruptcy or other insolvency proceedings at any time since I began my employment with the City. No child support orders, garnishment orders, or other orders requiring that money owed to me by the City be paid to any other person are now in effect.

I have read this Release carefully. I understand all of its terms. In signing this Release, I have not relied on any statements or explanations made by the City except as specifically set forth in the Severance Agreement and this Release. I am voluntarily releasing My Claims against the City. I intend this Release and the Severance Agreement to be legally binding.

Dated: \_\_\_\_\_, 2017

\_\_\_\_\_  
Luayn Rose Ruch-Hammond



**REQUEST FOR CITY COUNCIL ACTION**

**Meeting Date:** May 8, 2017  
**Item Name:** Resolution 5-8-2017-25 Modifying signatures at financial institutions  
 Corporate resolution from Edward Jones  
**Originating Department:** Administration  
**Presented by:** Luayn Ruch-Hammond

**Previous Council Action (if any):**

**Item Type (X only one):**    Consent        Regular Session        Discussion Session   

***RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED (Include motion in proper format.)***

A motion approving resolution 5-8-2017-25 Modifying signatures at financial institutions.  
 A motion removing City Administrator and previous City Clerk from the Edward D Jones account.

***EXPLANATION OF AGENDA ITEM (Include a description of background, benefits, and recommendations.)***

The next two items on the agenda is the authorization for removal of the City Administrator's signature on financial transactions for the City.  
 The second item authorization to remove the City Administrator and previous City Clerk from the Edward Jones account.  
 Staff is requesting approval of both items.

<p><b>FINANCIAL IMPLICATIONS:</b></p> <p>Funding Sources &amp; Uses:</p> <p>Budget Information:</p> <p>_____ Budgeted</p> <p>_____ Non Budgeted</p> <p>_____ Amendment Required</p>	<p><b>ADVISORY BOARD RECOMMENDATIONS:</b></p> <p>_____ Other</p>
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<p><b>Approved</b> _____</p> <p><b>Resolution No.</b> _____</p>	<p><b>Denied</b> _____</p>	<p><b>Tabled</b> _____</p> <p><b>Ordinance No.</b> _____</p>	<p><b>Other</b> _____</p>
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**MAYER CITY COUNCIL  
RESOLUTION 5-8-2017-25**

**MODIFYING AUTHORIZED SIGNATURES AT FINANCIAL INSTITUTIONS**

WHEREAS, Luayn Ruch-Hammond, designated as City Administrator, is an authorized signer to execute financial transactions for the City of Mayer;

WHEREAS, effective May 9, 2017 Ruch-Hammond will no longer serve in full capacity as the City Administrator;

WHEREAS, it is appropriate to remove the name of Luayn Ruch-Hammond as a signatory at Security Bank of Mayer.

WHEREAS, it is appropriate to notify all other financial institutions that Luayn Ruch-Hammond no longer can conduct financial transactions on behalf of the City of Mayer.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAYER, CARVER COUNTY, MINNESOTA, THAT: The name of Luayn Ruch-Hammond shall be removed as a signatory for executing financial transactions for the City with Security Bank of Mayer and all other financial institutions as listed effective immediately.

1. 4M Fund
2. Ehlers and Associates
3. First MN Bank
4. Edward Jones

The adoption of the foregoing resolution was duly moved by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_, and after full discussion thereof and upon a vote being taken thereon, the following Councilmembers voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted. Dated this 8<sup>th</sup> day of May, 2017.

ATTEST:

\_\_\_\_\_  
Mike Dodge  
Mayor

\_\_\_\_\_  
Janell Gildemeister  
Deputy City Clerk

CITY OF MAYER  
ATTN LUAYN ROSE RUCH HAMMOND  
413 BLUEJAY AVE  
MAYER, MN 55360-2106

Acct #: 361-13884 Date: 03/15/2017  
Account Class Code: 12 - CORPORATION  
Financial Advisor No: 383617 BR No: 83617  
Destination: NEW ACCOUNTS

## Corporate Resolution Certification Form

This form is not an official corporate resolution and is used to provide and certify to Edward Jones the accuracy of certain information about the corporation and its authorized representatives.

All blanks must be completed.

### A. Authorized Representative Acknowledgement Regarding Corporate Resolution

The undersigned acknowledges, being a duly elected and qualified officer of the below-described corporation, that the following resolution, or a resolution substantially similar in form and substance, was properly adopted at a meeting of the board of directors of this corporation held on 5/8/17 (Must be MM/DD/YYYY), according to the bylaws of the corporation and applicable law.

5/8/17 Resolved, that the individuals identified shall have the full power and authority on behalf of the corporation to enter an agreement on behalf of the corporation; open a brokerage account on the behalf of the corporation; do and perform every act to be done in conjunction with the account being opened, including, but not limited to, being able to transfer, endorse, sell, assign, and deliver any and all certificates of stock, bonds, debentures, notes, subscriptions, warrants, stock purchase warrants, evidences of indebtedness, or other securities now and hereafter registered in the name of or owned by the corporation; and make, execute, and deliver any and all written instruments necessary to effectuate the authority hereby granted.

### B. Information about Company

- |   |   |
|---|---|
| 1. Full Legal Name of Corporation: <u>City of Mayer</u> | 4. Principal Place of Business: (Do not enter P.O. Box)<br>Street Address: <u>413 Bluejay Ave</u> |
| 2. State of Incorporation: <u>Govt. Entity</u>          | City: <u>Mayer</u>  |
| 3. Date of Organization: _____<br>(Must be MM/DD/YYYY)  | State: <u>MN</u>  |
|   | Zip/Postal Code: <u>55360</u>   |

### C. Authorized Representative Acknowledgement and Indemnification

In consideration of Edward Jones accepting this form, the undersigned agrees and certifies that all information provided in this form is true and accurate, and will promptly notify Edward Jones if any of the information provided becomes inaccurate, misleading or incomplete. The undersigned acknowledges that all of the individuals listed in the Business Account Authorization and Acknowledgement Form are authorized representatives of the corporation. Further, the undersigned acknowledges and agrees that the resolution identified in Section A above is still in full force and effect and has not been rescinded, modified or amended. This certification may be relied upon by Edward Jones until such time as Edward Jones is notified in writing of such change in the information or authority reflected in this document.

The undersigned agrees to indemnify and hold harmless Edward Jones, its affiliates, agents, principals and employees for any and all claims, damages, liability, losses (including attorney fees and expenses) arising out of or related to the information provided in this form.

Further, the undersigned acknowledges that, by this form, Edward Jones has advised the undersigned to consult a legal advisor if there are any questions regarding this form and its contents.

### D. Required Signature

Signature and Title: \_\_\_\_\_ Printed Name and Title: Mike Dodge, Mayor Date: 5/8/17



2017031513785P3170101US  
CORPRESCT

DOC-NO:170315-13785 SECTOR CODE: 003

CITY OF MAYER  
 ATTN LUAYN ROSE RUCH HAMMOND  
 413 BLUEJAY AVE  
 MAYER, MN 55360-2106

Account #: 361-13884-1-8 Date: 03/15/2017  
 Account Class Code: 12 - CORPORATION  
 Financial Advisor #: 383617 Branch #: 83617  
 Destination: NEW ACCOUNTS

## Business Account Authorization and Agreement Form

Please complete ALL 4 sections of this form and scan to the New Accounts department within 30 days of the account being open to avoid the account becoming restricted. If additional signature lines are needed, please print additional blank forms.

### 1) W9 Certification

Under penalties of perjury, I certify that (1) the number displayed below is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), (2) that I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS notified me that I am no longer subject to backup withholding, (3) I am a U.S. person (including a U.S. resident alien), and (4) the FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. \* Please note: If the IRS notified you that you are subject to backup withholding because of underreporting (and notice has not been terminated by the IRS), please cross out statement (2) above.

41-1444213

CITY OF MAYER

SSN/Tax Identification Number.

Print Individual/Business Entity's name as registered w/ IRS

(The SSN/TIN provided must match the name given above to avoid backup withholding.)

\*FATCA codes are only applicable to accounts maintained outside of the United States.

### 2) Legal Structure Identification

Check appropriate box for federal tax classification (required):

- Individual/Sole Proprietor    C Corporation    S Corporation    Partnership    Unincorporated Association  
 Limited Liability Company: \_\_\_\_ (C=C Corporation, S=S Corporation, P=Partnership, D=Disregarded Entity)

### 3) Municipal Account Identification

YES    NO Is this a municipal account, a publicly funded account, or an account controlled by any state/federal statute?

### 4) Account Authorization: By signing below:

- I/we have received, read, and understand the Edward Jones Account Agreement and agree to its terms, and have received the Schedule of Fees, Margin Disclosure Statement and Statement of Credit Terms, Privacy Notice, and Revenue Sharing Disclosure. I understand that this document allows my financial advisor to accept my/our verbal instructions to initiate and/or terminate the services described.
- I/we understand that if I/we utilize any of the services, a) Overdraft Protection, b) Personal Line of Credit Loan, or c) Write Your Own Loan, that a margin (loan) account will be opened for me in accordance with Regulation T of the Federal Reserve Board. If credit is extended to me in connection with these services, the assets in my account will be used to collateralize the loan and Edward Jones will have a security interest in those assets. Borrowing against securities has its risks and is not appropriate for everyone. If the value of my securities declines, I may be required to deposit cash or additional securities or the securities in my account may be sold to meet the margin. I/we understand that by electing any of the above services, I/we am/are not obligated to purchase securities on margin. I/we can decline to have these services and any loan features associated with my account by checking the box below.
- I/we certify that (1) the undersigned is/are the duly authorized representative(s) of the legal entity named above (the "Client"); (2) the Client is in good standing and authorized to conduct business under applicable state law; and (3) the organizing documents, agreements, and applicable laws governing the activities of the Client allow the establishment and maintenance of this account.
- I/we agree to promptly notify Edward Jones if any of the certifications provided herein become inaccurate or incomplete.

\*\* The IRS does not require your consent to any provision of this document other than the certifications to avoid backup withholding. \*\*

I decline to have Margin Loan features associated with my account.

**THE EDWARD JONES ACCOUNT AGREEMENT CONTAINS, ON PAGE 6 IN SECTION VII, A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.**

Signature	Print Name	Title (required)	Date mm/dd/yy	Not Authorized
_____	_____	_____	_____	<input type="checkbox"/>
_____	_____	_____	_____	<input type="checkbox"/>
_____	_____	_____	_____	<input type="checkbox"/>

NOTE: All officers, members, partners and authorized persons must sign with their title(s) and date. Put an "X" in the Not Authorized box if the person is not authorized to give instructions on this account.



**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>		May 8, 2017					
<b>Item Name:</b>		Appointment of the City Administrator/Clerk/Treasurer					
<b>Originating Department:</b>		Administration					
<b>Presented by:</b>		Luayn Ruch-Hammond					
<b>Previous Council Action (if any):</b>							
<b>Item Type (X only one):</b>		Consent		Regular Session	<input checked="" type="checkbox"/>	Discussion Session	
<b>RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED</b> <i>(Include motion in proper format.)</i>							
A motion approving resolution 5-8-2017-26							
<b>EXPLANATION OF AGENDA ITEM</b> <i>(Include a description of background, benefits, and recommendations.)</i>							
City attorney is recommending that the City Council approve resolution 5-8-2017-26 appointment of interim City administrator/Clerk/Treasurer.							
<b>FINANCIAL IMPLICATIONS:</b>				<b>ADVISORY BOARD RECOMMENDATIONS:</b>			
Funding Sources & Uses:				Other			
Budget Information:							
<input type="checkbox"/> Budgeted <input type="checkbox"/> Non Budgeted <input type="checkbox"/> Amendment Required							
<b>Approved</b>		<b>Denied</b>		<b>Tabled</b>		<b>Other</b>	
Resolution No. _____		_____		Ordinance No. _____		_____	

RESOLUTION NO. 5-8-2017-26

CITY OF MAYER

CARVER COUNTY, MINNESOTA

May 8, 2017

**RESOLUTION APPOINTING INTERIM CITY ADMINISTRATOR FOR THE CITY OF MAYER.**

**WHEREAS;** The City of Mayer is in need of an interim City Administrator pending selection and appointment of a permanent administrator, and

**WHEREAS,** the City Council desires to appoint Rick Almich to such position and Rick Almich has agreed to accept such position.

**NOW, THEREFORE,** be it resolved by the City Council of the City of Mayer, Carver County, Minnesota:

1. Rick Almich is hereby appointed to the office of Interim City Administrator for the City of Mayer effective May 10, 2017.
2. The office of City Administrator includes the office of City Clerk and City Treasurer as previously directed and provided by Mayer City Council Resolution No. 1-9-2017-4 adopted January 9, 2017.
3. The Interim City Administrator shall perform all duties, responsibilities and functions of the Office of City Administrator, the Office of City Clerk, and the Office of City Treasurer and in the same manner as set forth in said Resolution No. 1-9-2017-4.

Passed and adopted by the City Council of the City of Mayer this 8<sup>th</sup> day of May, 2017.

\_\_\_\_\_  
Mike Dodge, Mayor

ATTEST:

\_\_\_\_\_  
Janell Gildemeister, Deputy Clerk

**REQUEST FOR CITY COUNCIL ACTION**

<b>Meeting Date:</b>	May 8, 2017
<b>Item Name:</b>	Installation of glass at the Counter
<b>Originating Department:</b>	Administration
<b>Presented by:</b>	Luayn Ruch-Hammond
<b>Previous Council Action (if any):</b>	
<b>Item Type (X only one):</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Regular Session <input checked="" type="checkbox"/> Discussion Session

**RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED** (Include motion in proper format.)

**EXPLANATION OF AGENDA ITEM** (Include a description of background, benefits, and recommendations.)

Concerns about safety and to reduce the amount of noise in the community center. Staff obtained a quote from town and country glass to install a glass divider at the counter window.  
 The cost to install the glass is presented in two options:  
 1. With a speak through hole and an area cut out of the glass.  
 2. To have a speak through hole and then to have the glass raised 4 inches from the counter.  
 Staff is requesting Council direction and discussion on the item.

<b>FINANCIAL IMPLICATIONS:</b>	<b>ADVISORY BOARD RECOMMENDATIONS:</b>
Funding Sources & Uses:	
Budget Information:	
<input type="checkbox"/> Budgeted <input type="checkbox"/> Non Budgeted <input type="checkbox"/> Amendment Required	
	Other

Approved _____	Denied _____	Tabled _____	Other _____
Resolution No. _____		Ordinance No. _____	



**Proposal**

Phone: (952) 442-4325  
Fax: (952) 442-5450  
Toll Free: 1-800-642-1321  
PO Box 105  
Waconia, MN 55387

No.	17094
Date	April 28, 2017
E-mail:	TCGlass1969@yahoo.com

**Proposal Submitted To:**

Name	City of Mayer
Street	413 Bluejay Avenue
	Mayer State MN
Phone	
Email	

**Work To Be Performed At:**

	City of Mayer Offices
Street	413 Bluejay Avenue
City	Mayer State MN
Date	
Architect	

We hereby propose to furnish the materials and perform the labor necessary for the completion of

**OPTION #1:**

1/4" Clear Tempered glass ( (1) hole for speak-thru, (1) 14" notch at bottom)

Perimeter framing

Speak-thru

Labor to install

**TOTAL: \$680.00**

**OPTION #2:**

1/4" Clear Tempered glass ( (1) hole for speak-thru)

Perimeter framing (glass held up off counter 4")

Speak-thru

Labor to install

**TOTAL: \$620.00**

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted. Also it is to be completed in a substantial workmanlike manner for the sum of

\$ See Above

With payments to be made as follows: In full upon completion

Thank you for giving us the opportunity to bid this project. If you have any questions, feel free to give us a call.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by

Respectfully submitted by: **Town & Country Glass Inc.**

Per Scott Kleman

Note—This proposal may be withdrawn by us if not accepted within 60 days.

**PRE-LIEN NOTICE TO OWNER/CONTRACTOR**

- a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.
- b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

**ACCEPTANCE OF PROPOSAL:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_  
Signature \_\_\_\_\_

Date \_\_\_\_\_  
Date \_\_\_\_\_

**REQUEST FOR CITY COUNCIL ACTION**

**Meeting Date:** May 8, 2017  
**Item Name:** Fencing in Easements  
**Originating Department:** Administration  
**Presented by:** Luayn Ruch-Hammond

**Previous Council Action (if any):**  
**Item Type (X only one):**    Consent        Regular Session        Discussion Session   

**RECOMMENDATIONS/COUNCIL ACTION/MOTION REQUESTED** *(Include motion in proper format.)*

**EXPLANATION OF AGENDA ITEM** *(Include a description of background, benefits, and recommendations.)*

Staff is requesting Council direction on placement of fences in utility easement areas. The City currently has 3 permits that have proposed fencing in easement areas. Code does allow for fences in the easement areas with the understanding that the resident will be responsible for removal of the fence if the City needs access the easement area.

<p><b>FINANCIAL IMPLICATIONS:</b></p> <p>Funding Sources &amp; Uses: _____</p> <p>Budget Information:</p> <p>_____ Budgeted</p> <p>_____ Non Budgeted</p> <p>_____ Amendment Required</p>	<p><b>ADVISORY BOARD RECOMMENDATIONS:</b></p> <p>_____ Other</p>
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<p><b>Approved</b> _____</p> <p><b>Resolution No.</b> _____</p>	<p><b>Denied</b> _____</p>	<p><b>Tabled</b> _____</p> <p><b>Ordinance No.</b> _____</p>	<p><b>Other</b> _____</p>
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# Minnesota Pollution Control Agency

520 Lafayette Road North | St. Paul, Minnesota 55155-4194 | 651-296-6300  
800-657-3864 | Use your preferred relay service | Info.pca@state.mn.us | Equal Opportunity Employer

FYI

April 26, 2017

Re: Municipal Permits, Standards and Costs

Dear Mayors, Managers, Clerks, Administrators:

First, I want to sincerely thank you for your partnership and support in efforts to keep our state's waters safe and clean for future generations. The work that your cities have done and continue to do is fundamental in protecting and improving our state's water quality and providing safe and clean water to citizens no matter where they live in our state. Maintenance and investment in infrastructure by your cities, the state, and the federal government have produced measurable improvements in the water quality.

I want to be sure you are aware that a report on the potential costs of water quality standards and rules was recently completed in response to a 2015 legislative directive to Minnesota Management and Budget. That report is available here: <https://mn.gov/mmb-stat/documents/budget/barr-engineering-cost-of-water-quality-standards-report.pdf>. I know that the costs of complying with current and future water quality standards, magnified by the costs of addressing aging water infrastructure, is of significant concern to municipalities. This report has understandably underscored that concern.

I fully understand and appreciate the potential costs faced by communities to upgrade wastewater treatment facilities due to new water quality standards and maintenance needs. Indeed, this understanding has led to the Governor's bonding proposal for \$167 million in funding to the Public Facilities Authority for water and wastewater infrastructure grants and loans. As I am sure you know, funding alone is not enough. We also need to explore every opportunity to minimize costs and ensure that the steps we are collectively taking to address water quality problems are an effective use of public and private funds.

I would like to highlight two examples of how we are doing just that at the Minnesota Pollution Control Agency (MPCA). The first involves chloride impacts to lakes and streams. If you look at the cost report referenced above, a significant portion – in many cases up to two-thirds – of the costs associated with meeting water quality standards are due to chloride treatment. The chloride standard is not a new standard; it was adopted into Minnesota Rules in 1990 to protect aquatic insects from chloride toxicity. However, the currently available treatment technology to remove chloride is cost-prohibitive for most Minnesota wastewater treatment facilities. To address this economic and technological reality, we have convened a work group of municipal representatives, consultants and agency staff to develop an approach in response to this conclusion. That group presented their recommendations to the Agency Advisory Committee on April 18, 2017. I welcome those recommendations, and am committed to implementing a cost-effective approach.

The second example is the implementation of the river eutrophication standard (RES). Much has been said and assumed about the costs to municipalities to meet these requirements. Let us look at the reality of what has happened to date: since the adoption of the standards in 2014, MPCA has issued 27 permits with RES-based limits.

This amounts to nearly 25% of the municipal wastewater permits we estimate will need RES-based limits to protect rivers and streams from the impacts of excess nutrients. Of those 27 permits, only five have required facility upgrades to meet the RES; in no cases have we established an RES-based limit that equates to a phosphorus concentration of less than 0.5 mg/L. While we expect that a few wastewater facilities may need more stringent limits, our experience thus far indicates that this situation will not be common.

We also know from your responses to the Wastewater Infrastructure Needs Survey and the Project Priority List that the costs to meet new water quality standards are only 7 to 10 percent of the overall wastewater infrastructure needs facing Minnesota. The vast majority of projected capital costs are being driven by the need to replace aging infrastructure.

With that said, we recognize that facility upgrades are a big deal for Minnesota communities, regardless of what is driving the costs. I am committed to finding creative and flexible approaches to meet our mutual water quality goals at the least cost. We continue to explore all the tools at our disposal, including water quality trading; compliance schedules, variances and innovation, and we welcome your input and partnership in that effort.

I appreciate this opportunity to discuss the reality of the wastewater and water infrastructure costs facing Minnesota municipalities, and to share just a couple examples of steps MPCA is taking to help address cost concerns. I want to stress that MPCA remains committed to working with each and every city to craft a permitting approach that is cost effective, tailored to the city's needs, and reaches our shared clean water goals. For my part, and at the MPCA, we value your partnership in this important endeavor, and we stand ready to work with you individually and collectively to find the right solutions. Please do not hesitate to contact Wendy Turri, MPCA Municipal Wastewater Section Manager (507-206-2651 or [wendy.turri@state.mn.us](mailto:wendy.turri@state.mn.us)) at any time to share your input or ideas, or arrange a meeting to further discuss your individual situation. I want to assure you that Wendy will keep me informed and that our response to you will be timely.

Sincerely,



John Linc Stine  
Commissioner

JLS:cbg