



**City of Mayer**  
**Agenda for the City Council**  
**Monday, February 12<sup>th</sup>, 2024 – 6:30 P.M.**

Opening Items

1. Call Meeting to Order
2. Pledge of Allegiance

Approval of Agenda

3. Consider Approval of Agenda

Public Comment Period

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

Consent Agenda

5. Consider Approval of January 8<sup>th</sup>, 2024 City Council Minutes
6. Consider Approval of January 8<sup>th</sup>, 2024 City Council Workshop Minutes
7. Consider Approval of Claims for Payment
8. Consider Approval of Staff Reports
9. Consider Approval of 2024 Wetland Management Service Agreement with Prairie Restorations, Inc.
10. Consider Approval of Reduction of Credit for Coldwater Crossing 8<sup>th</sup> Addition
11. Consider Approval of Contract with Frontline Warning Systems
12. Consider Approval of Contract with Abdo for Technical Financial Assistance
13. Consider Approval of Temporary Liquor License for Trinity Lutheran on April 27, 2024 at Mayer Lutheran High School
14. Consider Approval of Exempt Gambling Permit for the Mayer Lions Club on April 13, 2024 at the Mayer Community Center

Business Items

15. Presentation of Old Creamery Business Plan by Nick Vlcek
16. Consider Adoption of Ordinance 243 Regulating Hot Air Balloons in City Parks
17. Consider Approval to Purchase Small Rescue Replacement for Fire Department
18. Discussion with City Engineer Regarding Lead Service Line Survey Grant
19. Consider Approval of Contract with Commercial Recreation Specialists for Construction of a Splash Pad at Old Schoolhouse Park
20. Consider Adoption of Resolution Receiving a Donation from the Mayer Baseball Club for Tree Plantings for the Splash Pad Project
21. Consider Approval of Annual Fire Protection Contracts with Townships
22. Consider Adoption of Resolution Authorizing the Submission of a Grant Application to the Safe Routes to School Planning Assistance Program

City Council Reports

23. City Council Individual Reports and Items

Adjournment

24. Adjourn Meeting

## City of Mayer

### City Council Meeting Minutes for January 8<sup>th</sup>, 2024

Present: Mayor Dodge, Council Members McNeilly, Heldt, Wegner  
Absent: Council Member Eley  
Staff: City Administrator Nicholas Johnson  
Fire Chief Andy Maetzold  
Visitors: Tim and Jodi Markert

#### Opening Items

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

#### Approval of Agenda

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

#### Public Comment Period

There were no attendees for public comment.

#### Consent Agenda

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

1. Consider Approval of December 11th, 2023 City Council Minutes
2. Consider Approval of Claims for Payment (6963e to 6984e; 25574 to 25616)
3. Consider Approval of Staff Reports
4. Consider Adoption of Resolution Receiving a Donation from the Mayer Baseball Club
5. Consider Approval of Licenses and Permits Conditioned Upon Submission of All Necessary Documents and Payment
  - a. Heldt's Bar – Off Sale, On Sale, and Sunday Intoxicating Liquor
  - b. Knuckleheads – Off Sale, On Sale, and Sunday Intoxicating Liquor
  - c. Agave Mexican Restaurant – Off Sale, On Sale, and Sunday Intoxicating Liquor
  - d. Fill-me Up Convenience Store – Off-Sale Intoxicating Liquor
  - e. Casey's – Off-Sale 3.2 Beer
  - f. Mayer Baseball Club – Wine/Strong Beer

#### Business Items

**Consider Adoption of Ordinance 242 Amending the Fee Schedule** – A motion was made by Wegner and seconded by Heldt to adopt Ordinance 242 amending the Fee Schedule. All voted in favor. None voted against. The motion was carried.

**Discussion of Hot Air Balloons in City Parks with Sky High Art; and Consider Introduction of Ordinance 243 Regulating Hot Air Balloons in City Parks** – Tim and Jodi Markert of Robbinsdale, Minnesota visited Council to discuss their interest in launching their hot air balloons from City parks. The Markert family owns and operates Sky High Art which paints the exterior of and flies their hot air balloons. They wished to find a location west of the cities to

regularly launch from and believed the City’s parks would be an accommodating space. The Markert’s had contacted City Administrator Johnson and began work on regulatory framework as there were no ordinances or policies in place. Johnson drafted, and Council reviewed, Ordinance 243 which proposes new regulations for hot air balloons in City parks. A motion was made by Heldt and seconded by McNeilly to introduce Ordinance 243 regulating hot air balloons in City parks. All voted in favor. None voted against. The motion was carried.

**Consider Adoption of Resolution for 2024 Designations and Appointments** – Council reviewed and discussed appointments for 2024. A motion was made by Heldt and seconded by McNeilly to adopt Resolution 2024-1 for 2024 designations and appointments. All voted in favor. None voted against. The motion was carried.

**Consider Approval to Authorize the Opening of the City Clerk Position for Hiring** – Janell Gildemeister, former City Clerk, left employment with the City of Mayer as of December 27, 2023. The Personnel Committee met to review the job position and materials. City Administrator Johnson discussed the position advertisement and noted he made some minor changes to the job description. A motion was made by Wegner and seconded by Heldt to authorize the opening of the City Clerk position for hiring. All voted in favor. None voted against. The motion was carried.

**Consider Approval to Conditionally Hire Jeffrey Kokaisel to the Fire Department Pending Submission of All Required Paperwork** – Jeffrey Kokaisel had applied to the City to join the Fire Department. City Administrator Johnson stated he had received all of the requisite paperwork as of the time of the meeting. A motion was made by Heldt and seconded by Wegner to approve hiring Jeffrey Kokaisel to the Fire Department pending submission of all required paperwork. All voted in favor. None voted against. The motion was carried.

City Council Reports

Council Member McNeilly reported on a Personnel Committee and the new Sidewalk Committee meetings. Mayor Dodge reported attending a Personnel Committee meeting.

Adjournment

A motion was made by Wegner and seconded by McNeilly to adjourn the meeting. All voted in favor. None voted against. The motion was carried.

Attest:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**City of Mayer**

**City Council Workshop Minutes for January 8<sup>th</sup>, 2024**

Present: Mayor Dodge, Council Members McNeilly, Heldt, Wegner  
Absent: Council Member Eley  
Staff: City Administrator Nicholas Johnson  
Fire Chief Andy Maetzold  
Visitors: None

Opening Items

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

Workshop Discussion Items

City Administrator Johnson and Fire Chief Maetzold discussed the replacement of Small Rescue #11 with Council. The City of Mayer received \$110,539 as part of the statewide Public Safety funding legislation passed in 2023. The legislation provided one-time funding which must be used for “public safety” purposes. Johnson discussed the two options applicable to Mayer would be use towards the policing contract with Carver County or purchasing capital equipment for the Fire Department. Chief Maetzold discussed the details of the replacement. He suggested Council consider keeping the existing Small Rescue to utilize as a command vehicle for bigger calls, a secondary vehicle on medicals calls to avoid sending the Heavy Rescue, and the potential for becoming a grass rig. Mayor Dodge inquired about the need to keep the existing Small Rescue and would like to continue to see use data as time goes on. The general consensus of the Council was to move forward with replacement at the next Council meeting.

Adjournment

The workshop was adjourned.

Attest:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

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

Nothing big to report for the month of January. The only notable issue is that Mayer has had a few more suspicious activity calls for service than previous months. These calls have not produced any major concerns. I believe these calls for service are related specifically to the warmer temps as people are out more than they would compared to previous years.



**City of Mayer  
January 2024**



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

## Mayer City

### Patrol

#### A Offense

Property Damage	1
Theft	1
Fraud	1

**Total A Offense:** 3

#### Non Criminal

Misc Non-criminal	10
Alarm	1
Abuse/Neglect (Info Only)	4
Animal	4
Medical Calls Received	8
Assist Other Agency	1
Fire Calls Received	2
Suspicious Activity	5

**Total Non Criminal:** 35

#### Traffic

Traffic - Misc	1
Traffic Stop	10
Pd Accident	2

**Total Traffic:** 13

**Total Patrol: 51**

### Administrative

#### Administrative

GunPermit-Acquire	1
GunPermit-CarryNew	1

**Total Administrative:** 2

**Total Administrative: 2**

**Total Mayer City: 53**



**Carver County Sherff's Office**  
**Arrest Summary**  
**For: Mayer City**  
**From: 01/01/2024 To: 01/31/2024**

**Mayer City**

23C - Shoplifting

Totals for Mayer City

Total Charges

Total Arrestees

Total Incidents

1

1

1

1

1

1



**Carver County Sherff's Office**  
**Traffic Citation Summary**  
**From: 01/01/2024 To: 01/31/2024**

**Mayer City**

Speed:	1
Total Mayer City:	1



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

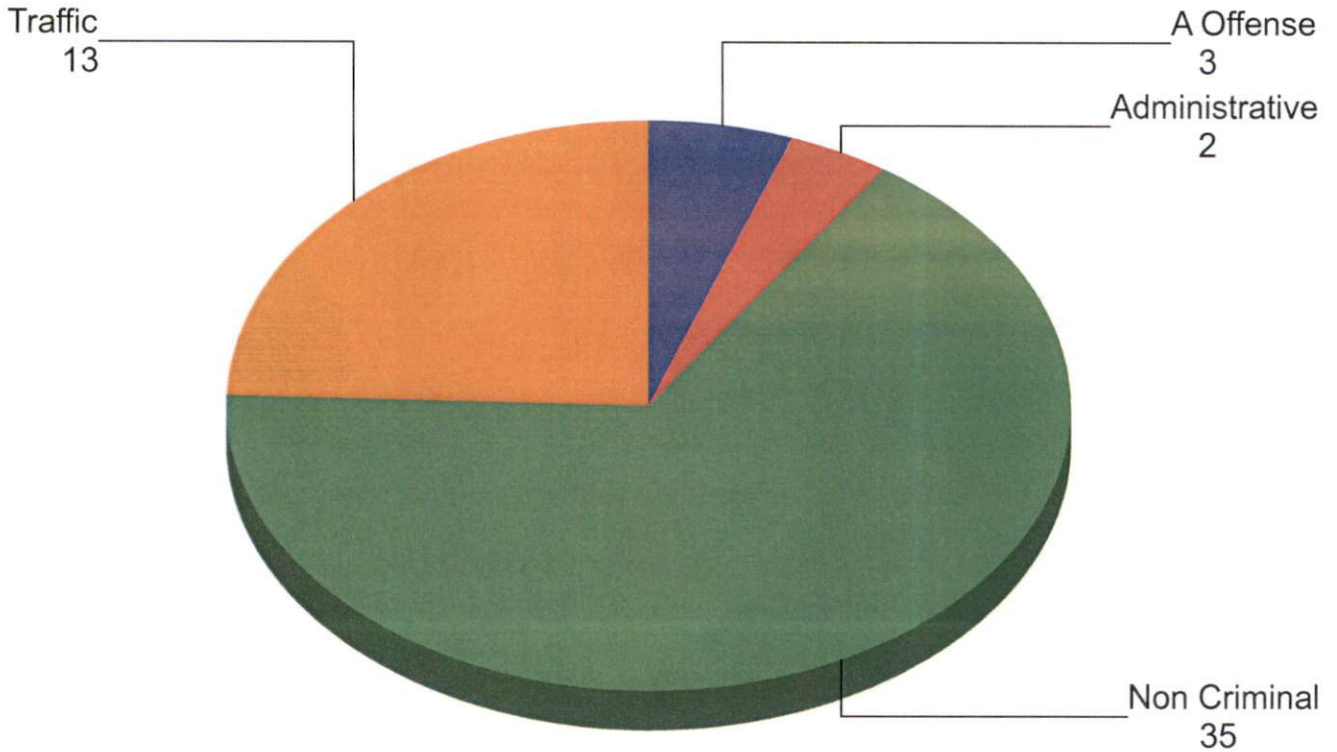
**Mayer City**

<b>Animal:</b>	<b>1</b>
<b>Traffic Stop:</b>	<b>9</b>
<b>Grand Total Verbal Warnings:</b>	<b>10</b>



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

## Mayer City



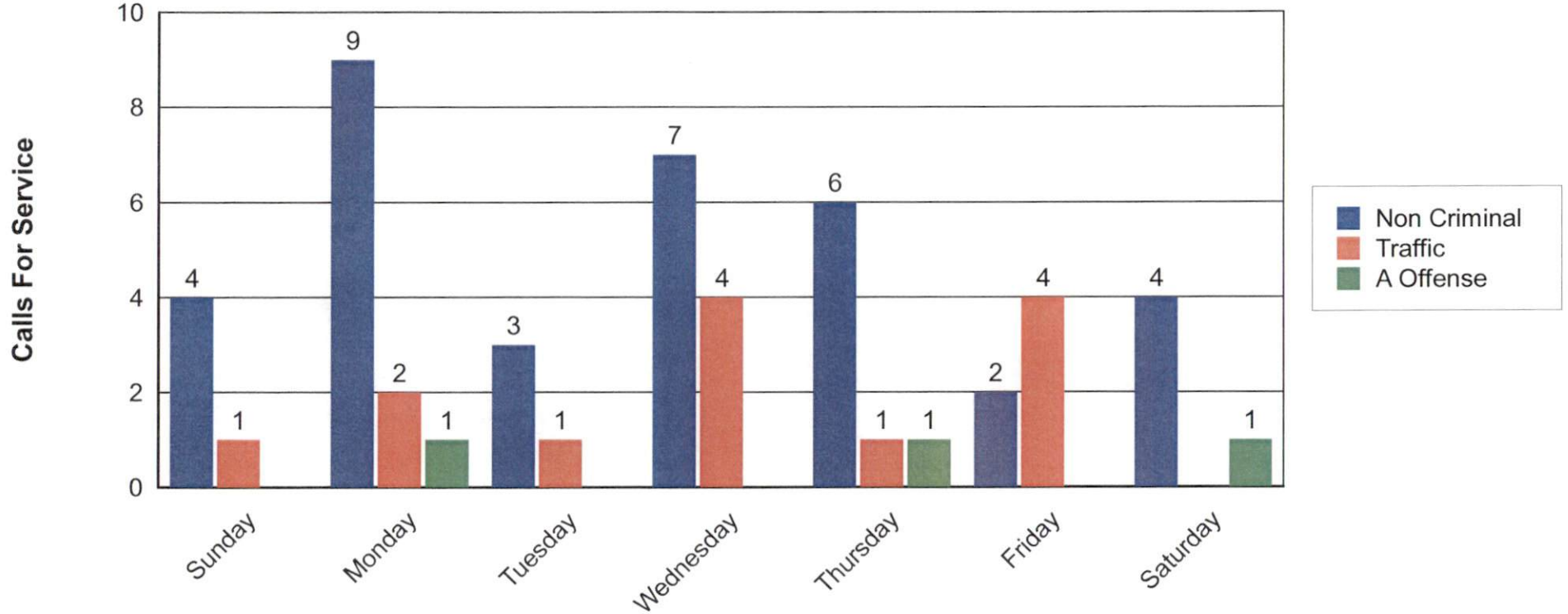
Total A Offense:	3
Total Non Criminal:	35
Total Traffic:	13
Total Administrative:	2

**Total Mayer City: 53**



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

## Mayer City

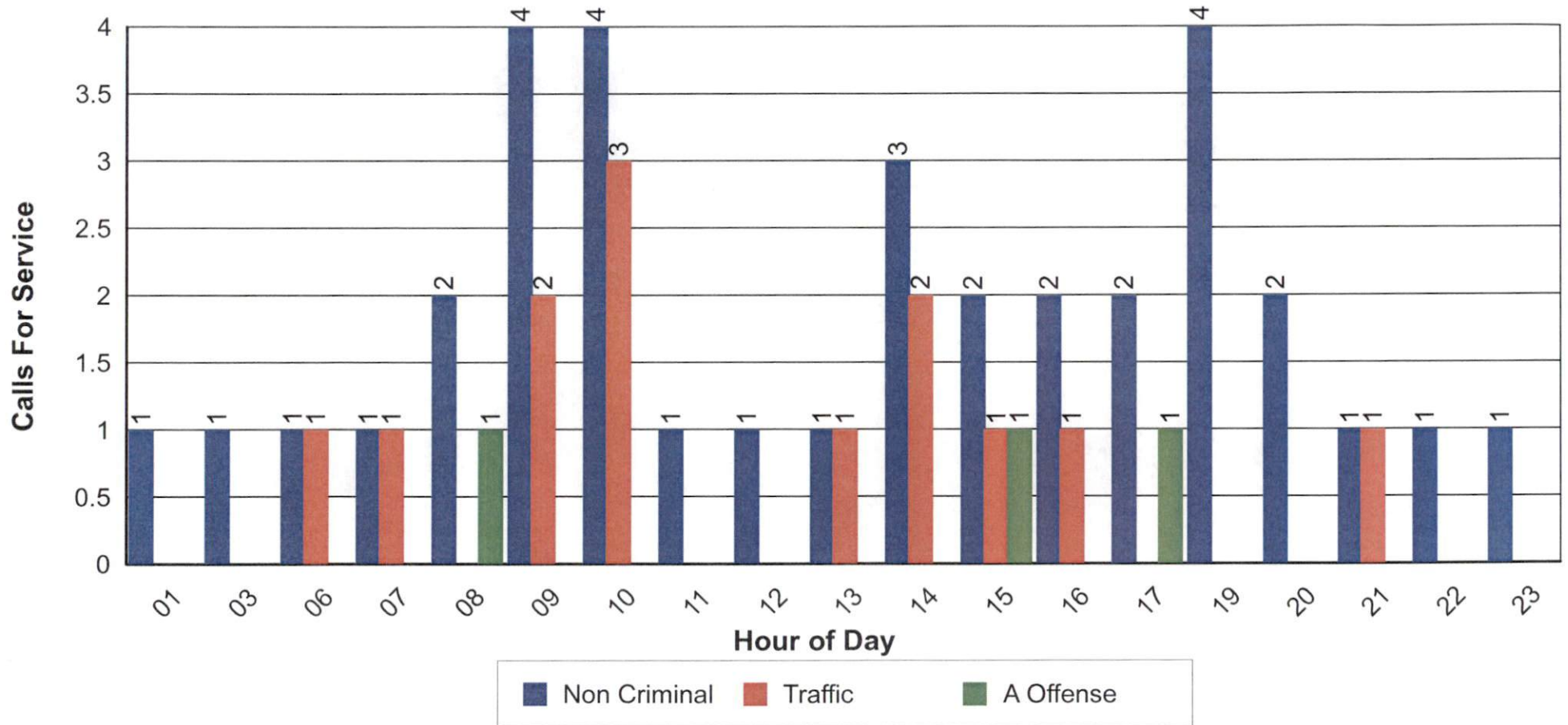


**Total Mayer City: 51**



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

## Mayer City



Total Mayer City: 51

NIBRS - Activity Codes

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

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

**Activity Codes**  
**Non-criminal, Traffic and Administrative**

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

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

**ADMINISTRATIVE**

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



Real People. Real Solutions.

2638 Shadow Lane  
Suite 200  
Chaska, MN 55318-1172

Ph: (952) 448-8838  
Fax: (952) 448-8805  
Bolton-Menk.com

## MEMORANDUM

**Date:** February 5, 2024  
**To:** Honorable Mayor and City Council  
**From:** David P. Martini, P.E.  
**RE:** February Engineering Report

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

### **Miscellaneous Services**

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

- On-going review of the scope of work and potential funding sources for trail improvements.
- Reviewing the status of the site work for the Zion Lutheran School expansion.

### **Wastewater Treatment Facility**

Design work for WWTF improvements is on-going.

### **Development Review**

Construction observation for improvements in Cold Water 8<sup>th</sup> have been on-going along with review of lot surveys for new home construction in all developments.

### **Street Improvements**

All work associated with the 2023 Street Improvements project is now substantially completed. Time has been spent reviewing potential punch list items for the spring. Preliminary work for the 2024 Street Improvements project has begun including manhole inventories.



Date: February 5, 2024

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

SUBJECT: FIRE REPORT FOR MONTH ENDING – 1/31/2024

**TOWNSHIP CALLS:**

<u>DATE</u>	<u>TIME</u>	<u>TWP</u>	<u>DESCRIPTION/ADDRESS</u>	<u>MAN HOURS</u>	<u>Trucks used</u>
1-13-24	1640	Watertown	Medical / 4410 Hwy 25	18	R11, R12

**Mutual Aid Calls**

<u>DATE</u>	<u>TIME</u>	<u>TWP/Town</u>	<u>DESCRIPTION/ADDRESS</u>	<u>MAN HOURS</u>	<u>Trucks used</u>
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**CITY OF MAYER CALLS:**

<u>DATE</u>	<u>TIME</u>	<u>DESCRIPTION/ADDRESS</u>	<u>MAN HOURS</u>	<u>Trucks used</u>
1-1-24	1431	Medical / 419 Bluejay Ave	14	R11
1-4-24	603	Lift assist / 412 Ash Ave S	13	R11
1-9-24	2031	Medical / 1691 Hidden Trail	17	R11
1-16-24	1000	Medical / 306 7 <sup>th</sup> St. NE	10	R11
1-18-24	710	Smoke Alarm / 5149 Sundance Run	12	E11
1-19-24	1737	C.O. Alarm / 1608 Pinecone Ln	19	E11
1-21-24	1033	Medical / 2052 Riverbend Trail	14	R11
1-25-24	2059	Medical / 2444 Riverbend Trail	19	R11
1-29-24	917	Medical / 6202 Co Rd 23	9	R11

**FIRE DEPARTMENT TRAININGS/ACTIVITIES**

1-2-24	Officer Meeting
1-8-24	Council Meeting – Chief 1
1-8-24	Fire Dept Meeting / Truck checks
1-9-24	Staff Meeting – Chief 1
1-15-24	Department Training
1-18-24	Carver County Chief’s meeting – Chief 1
1-22-24	Group 1 Training



## **Monthly Update**

- This past month we ran 10 calls totaling 145-man hours.

### **Station items**

- We had all the Fire extinguishers in the station and trucks recertified.

### **Truck items**



**To:** Mayor and Council Members

**From:** Kyle Kuntz

**Re:** Public Works Activities from January 5<sup>th</sup> (2023) to February 7<sup>th</sup> (2024)

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

### **Parks**

Public works staff had nice cold temps for one week at the beginning of January. Staff worked aggressively to get ice built up for the ice-skating rink; however, due to the warm temps we were not able to make skateable ice for this winter season.

Public works staff has been working closely with the City Administrator, Contractor, and Architect on the shelter project.

### **Roads**

Plowing and ice control procedures go into place after each snow event. Went to Waconia public works to pick up 500 gallons of salt brine.

### **Water Treatment Plant**

Had a water main break on the south side of town along state Hwy 25. Staff coordinated with the MnDOT to help flag traffic and worked with local contractor to complete the repair on the watermain. The main that broke was on the old 6" cast iron pipe. Overall, the repair went well.

Attended lead and copper training down in Redwood Falls through the Minnesota Rural Water Association. All cities in the United States are required to document the type of material on all water service lines within their distribution system. All lead service lines will be required to be removed.

Started changing oil, greasing, and inspecting the aeration blowers.

### **Wastewater Treatment Plant**

Staff have been working closely with the city engineers on the upcoming wastewater treatment project.

Cut back brush around wastewater plant discharge line by river. Also properly marked the line with stake.

### **Miscellaneous**

Staff has been working diligently on GIS mapping, and line locating all city infrastructure. All gate valves have been located and staff continues to update watermain locations. The next step will be locating all stormwater discharge lines.

Attended safety training in Waconia.

Took down all holiday decorations.



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

#### Pavilion Update

We expect the contractors to begin work on the roof in the next week or so. We've met with Security and Sound to plan out the timed locks for the bathroom doors as well as pathing for conduit and wire for security cameras to be installed.

#### Splash Pad Update

We've received a waiver of retroactivity from the Minnesota DNR and National Park Service. The waiver will allow expenses to be incurred for the project even though the formal award has not been made yet. The National Park Service acknowledges that they're behind on processing and that grant recipients (not just Mayer) need to get contracts and projects going to meeting deadlines.

#### Interim City Clerk and Hiring Update

Aspects of Utility Billing and Building Permit processing have been coming along well. I'm also working on finalizing the liquor licenses renewals for the year.

We received 22 applications for the City Clerk position. I have been working through vetting applications to select the group the Personnel Committee and I will interview. My goal is to select 5 or 6 for interviews. Ultimately, I'd look to have recommendation to City Council at the February 26<sup>th</sup> meeting or potentially having a quick special Council meeting thereafter. The decision will depend on timing of interviews and whether a second round is needed.



**BOLTON  
& MENK**

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Ph: (952) 448-8838  
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February 5, 2024

City of Mayer  
Attn: Nicolas Johnson, City Administrator  
413 Bluejay Avenue  
Mayer, MN 55360

RE: Coldwater Crossing 8<sup>th</sup> Addition  
Request for LOC Reduction

Dear Mr. Johnson:

As requested, we have reviewed the applicants request to reduce the letter of credit for the Coldwater Crossing 8<sup>th</sup> Addition. We recommend reducing the letter of credit to \$37,925, which is based on 125% of the remaining work identified below:

- 6" HDPE perforated drain tile - \$8,550
- 6" HDPE drain tile - \$3,040
- 12" Sand mixture for basin \$13,750
- On-going erosion control and site maintenance - \$5,000

Please let me know if you have questions or need additional information.

Sincerely,

**Bolton & Menk, Inc.**

**David P. Martini, P.E.**  
Senior Principal Engineer

# MAYER COOPERATIVE CREAMERY RESTORATION PROJECT

*This first draft is for the attention of the Mayer City Council and Administrative Staff only – please do not circulate in any form*

January 2024



## VISION

The Mayer Cooperative Creamery Association building came into being a century ago to serve as the processing hub for the regional dairy industry, and exists as a glorious

reminder of the area's history and a legacy of the proud and industrious people who developed the land where live live and work today.

The vital role it played in the community is evidenced by the care with which the building was designed and constructed, with architectural details — such as the remarkable Art Deco-styled vestibule — far exceeded its function as a storage and processing facility.

The goal behind the Mayer Cooperative Creamery Preservation Project is to save this landmark for generations to come, and to restore its role in the cultural identity of the people who live here. While its days at the heart of regional commerce are now in the past, the structure may yet become a vital part of the social fabric of our growing community.

## PLAN

There are two components to the plan as it exists today: *preservation*, defined by the actions which will remove, repair, or replace any failing structural elements, arresting any further damage to the building; and *rehabilitation*, consisting of the actions which will return the building to functional use. The phrases Phase One and Phase Two will be employed here, and while their use will refer to short term and longer term projects, there is no hard line delineating the two, nor should they thought of as entirely sequential.

## SAFETY

The safety of the community in its interactions with the building are a prime and ongoing concern. During Phase One rehabilitation the structure will remain closed to the public. Phase Two security improvements would be based on the acquisition of a comprehensive security system.

Actions:

- all points of access, whether they be windows, doors, or other openings, shall be secured in such a way as to be fully resistant to mischief or any unarmed malicious intent; this will include securing new openings created by the demolition of the lean-to *before* that work has begun [as specified in the scope of the contract]
- a warning system shall be put in place for the duration of the demolition work to keep the general public and curious onlookers from approaching and exploring the area [as specified in the scope of the contract]

- installation of solar-powered exterior lighting, with motion-detection capability in key entry areas
- removal of all debris surrounding the structure, and regular maintenance of plant growth around the building and on the property at large
- maintenance of warning signage around the exterior of the building until such time as it is no longer warranted
- installation of a comprehensive security system would be the core of Phase Two security enhancements, the scope of which would include an alarm system, security cameras, motion detectors, and a remotely-enabled access control system

#### Expenditures:

- labor and materials in securing openings, \$150 [note that the cost of pre-securing the garage openings at the north end of the west wall — for the sum of \$1,000 — is listed as a stabilization cost]
- lighting fixtures, \$250
- current range of cost for the Phase Two system outlined above is \$3,500 to 5,000 installed; with annual maintenance of approximately \$1,000
- lawn and landscaping costs are annually in the \$700 to \$800 range

#### Timeline:

- barriers to entry are currently in place, as is signage, and their maintenance will be ongoing
- lighting will be added in the spring of 2024 [April/May, weather dependent]
- debris will be removed in the spring of 2024 [April/May, weather dependent]
- securing of the northern end of the west wall, as well as two presently-interior doorways which will be exposed after lean-to demolition, will precede the teardown, which is scheduled now for early-mid spring of 2024 [March/April]
- the Phase Two security system outlined above would not be practical until stabilization has been completed, a significant expenditure for infrastructure has taken place, and funding is available [date to be determined]

## STABILIZATION

Per the preliminary assessment made in a report by MJB Engineering Associates in November of 2023, "...It is our opinion that the "bones" of the building (the concrete elements composing the main structure) are in fair to good condition, do not require urgent repair or stabilization efforts, and are suitable for adaptive reuse."

What does require current attention is the following, from the same report: "...The two wooden roofs (above the second floor of the main structure and in the south and west additions) are in poor condition, require stabilization and/or limitation of access, and will likely require extensive repair and/or replacement to be suitable for reuse."

Phase One of the preservation project will address both of these core issues, firstly by a complete demolition of the lean-to that currently extends out along the south side of the building west of the vestibule and northward along the west wall; secondly by repairing and replacing the current framing structure of the roof, and replacing the entire roof itself.

### Actions:

- demolition of the lean-to addition: the scope of work includes a means of security so as to secure the main building at the north end of the west side from break-ins; removal of the entire the lean-to attached to the main creamery building without damage to the main structure that includes the vestibule in the southeast corner, specifically the metal roofing and siding, wooden framing, concrete deck, existing debris, and subterranean brickwork; saw cuts will be performed as necessary to detach the metal roofing and the add-on brick walls along the northwest corner; a warning system shall be put in place to keep the public from approaching and exploring throughout the demolition process; all associated debris will be hauled away and properly disposed of offsite, with all appropriate receipts retained for viewing by the City of Mayer site inspector; and subsequent to demolition and removal of associated debris, the ground will be graded with earth from offsite to match the level of the existing surrounding area
- creation of a structural system engineering plan for the new roof that specifies magnitude and placement of the lumber required to support the roof, and provide sufficient slope dimensions for efficient drainage of rain and snow; also requested at this time is identification of load bearing walls between the upper and lower floors, so that the gutting of the interior ground floor may be completed
- removal of the existing roof and wooden framing structure, with attention to keeping what materials are salvageable for reuse, and complete gutting of existing interior and removal of all debris

\* rebuilding a wooden framing support structure according to the specifics of the roofing plan, using new and salvaged materials as they are practical

- rebuilding the roof itself according to code compliant fire resistance, insulation, and ventilation standards and requirements, as well as adherence to the slope and weight-bearing metrics of the roof engineering plan

- removal and repair of loose plaster on the ceilings, pillars, and walls of the main floor

#### Expenditures:

- the cost of demolishing the lean-to is \$9,800, with an additional \$1,000 for materials and labor in securing the main structure [per signed contract]

- wooden structural system plan for reframing roof support, \$2,500-\$4,000 [initial quote]

- gutting and removal of existing roof and other second floor detritus, \$10,000 [quote]

- reframing wooden roof support system, labor and materials, \$25,000 [quote]; it is unknown at present how much of the existing material can be reused, which would be preferential for both cost and historical congruity

- roof rebuild, 3,200 square feet @ \$15-\$20 per equals approximately \$65,000 [higher range of estimated cost]

- the cost of ceiling, pillar, and wall repair will depend on the extent of the damage once the roof is in place, which is at this point unknown; while some of the lower-reaching work can be performed for only a materials cost, professional expertise will be necessary for high ceiling repair; \$10,000 [loose estimate based on a cost of \$50 per square foot]

- total for stabilization work, approximately \$125,000

#### Timeline:

- structural system engineering plan is currently out for bidding

- demolition work [for which a signed contract exists] is scheduled for March/April 2024

- cleanout of upper floor, closely followed by/commensurate with reframing, late spring [May/June] 2024
- roof rebuild, summer [June/July/August] of 2024
- ceiling, pillar, and wall repair may begin any time after completion of the roof rebuild

Additional:

- permit for demolition has been acquired from the City of Mayer; other permits to be acquired as necessary

## **BEAUTIFICATION**

Upgrading the appearance of the exterior is a major consideration for rehabilitation and helping the building find a place in the hearts of our community. The primary visual improvement during Phase One will be the removal of the lean-to. Upon completion of the demolition, the structure will be pared back to its original footprint along the south and west sides, and the full glory of the cantilevered Art Deco-style vestibule will be revealed.

To the maximum extent possible, for aesthetic and historical reasons, our goal is to revitalize and restore existing architectural elements, such as patterned brickwork, frames, windows, doors, tiles, and any unique or period pieces, such as the industrial holophane light that currently hangs over the ground floor.

A goal of Phase Two operations which addresses aspects of both preservation and rehabilitation, that also has a significant cosmetic effect, is exterior masonry work.

Actions:

- removal of the lean-to addition [is described under *STABILIZATION*]
- repair/replacement of broken windows, frames, and doors, so that none of the building's original openings will remain boarded up
- until such time as the above repairs can be made, what boards exist, shall be painted
- undetermined at this time: how best to utilize the boarding that will cover the northern end of the west wall along Bluejay Avenue, which will be of significant size [as

much as 12' tall and 40' wide]; possibilities include using the space as a frame for a series of painted or printed artworks to be affixed to the surface

- as part of Phase Two operations, masonry work to close the gaps at the northern end of the west wall; miscellaneous holes on the north side of the building that includes those left by ductwork; tuckpointing on the southeast parapet and ground floor corner, and south-facing wall where it meets the west side of the vestibule; and refurbishing the terra cotta "MAYER CO-OP CREAMERY ASSN." sign that runs along the east side of the structure.

#### Expenditures:

- removal of the lean-to addition [is accounted for under *STABILIZATION*]
- the cost of the repair and painting of windows, frames, and doors is primarily materials [\$250 estimate]
- the cost of beautifying the west wall boarding is undetermined at this time
- as part of Phase Two operations, masonry repair of existing cuts into the northern end of the western wall costs are approximately \$35-\$45 per square foot, with a replacement area estimated to be between 400 and 500 square feet, depending on how much of the existing brick would be left intact which implies a cost anywhere between \$14,000 and \$22,500 for the contract [this estimate does not consider possible cost reduction from keeping a garage door intact by recessing its location flush with the current wall, or a cost increase from adding either windows (which currently do not exist along the west side of the ground floor) or glass brick]
- additional Phase Two masonry work includes two holes in the northern wall, and two duct openings that will need to be bricked in, possibly in combination with windows and/or glass brick, as well as tuckpointing on the parapet and along the ground level in the southeast corner of the main structure, and along the juncture of the west side of the vestibule and south wall, at a cost of approximately \$10,000 to \$12,000 [estimate]
- a prudent total estimate for masonry work and materials is \$35,000 to \$40,000

#### Timeline:

- removal of the lean-to addition [is referred to for under *STABILIZATION*]
- repair and painting of windows, frames, and doors is ongoing through spring, summer, and fall of 2024

- the use of the west wall boarding will be taken up with the Mayer City Council in consideration of zoning laws and community impact
- Phase Two masonry work may begin anytime after the lean-to is demolished and the roof has been repaired, as funds are available

## **UTILITY**

Functional use of the building may begin as soon as Phase One stabilization work has been completed. Our initial proposed plan for the ground floor is to utilize the main open area as an art exhibition space. This area encompasses more than 1,500 square feet and features a 20' ceiling, both highly-desirable dimensions for the display of largescale standalone and installation artworks. Five existing window sets will compliment the [weather-permitting] opening of the huge east wall garage door, the result of which will flood the space with natural light during a three-season exhibition schedule.

A good reference for the type of art activity to be housed here would be the Soap Factory gallery, which was contained inside an industrial structure located in the Marcy Holmes area of Northeast Minneapolis near the Mississippi River, where it acted as a vital hub to the regional art scene for over a quarter of a century. The rawness of the interior — the gutted walls of an actual decommissioned soap factory dating back to the 1920s [like the Mayer Creamery] — was no hindrance to its utility and was in fact part of the appeal of the site, with many artists creating work that was influenced by, and responded to, the space itself.

With art as the anchor activity, other functions for the ground floor during this initial phase could include a variety of public events, such as flea markets or other social or commercial gatherings. The vestibule, which is centrally located approximately three feet above the main floor, makes an ideal stage for musical or theatrical presentations. In addition, the back walls offer the potential for hundreds of feet of shelving, which could ably host a Large Free Library, a mammoth version of the highly popular, residential, free book exchange kiosks known as Little Free Libraries.

The current plan for the upper floor is the creation of a working art studio, which will contain printmaking facilities, a photographic darkroom, facilities for clay production and firing, a carpentry workstation, an art reference library, and storage.

Phase Two of making the building commercially operational includes rewiring the entire structure for electricity [as it was entirely stripped of copper]; reconnecting to municipal water services and reintroducing plumbing; the installation of both an HVAC and sprinkler system; and updated walls, windows, and doors. The scope and details of these improvements will be determined by both engineering and architectural plans, which would be the first step in bringing them into being.

The long term vision for the upper floor is an artist residency, a multifunctional art studio space with a modest, livable apartment unit.

#### Actions:

- continue gutting the lower floor, and preparing debris for removal
- bidding contracts and hiring engineering and architectural firm for infrastructure plans
- reaching out into the regional arts community to being building a roster of potential artists, which would materialize, once stabilization efforts are complete, into the creation of an arts programming schedule that ranges from local to international

#### Expenditures:

- publicity and staging costs for use as an art exhibition space are minimal
- annual taxes with assessments [currently \$4,500 and heading upward]
- cost of removing debris from the lower level, including the removal of industrial ductwork, \$2,500 to \$5,000 [depending on whether plaster-covered walls are determined to be load bearing, per bid]
- engineering plans for the upper and lower floors [not including the roof framing structure] are \$5,000 to \$10,000; architectural plans are estimated to be deliverable in the range of \$12,000 to \$20,000
- Phase Two plans for electricity, water, HVAC, and finishings imply costs in the hundreds of thousands of dollars, the scope of which would be determined by architectural and engineering designs and compliance with City building codes [total amount as yet unknown]
- the annual cost of portapotty rental is approximately \$1,500

#### Timeline:

- gutting of main floor is presently underway, weather permitting
- contracts out for bid for infrastructure plans, spring of 2024

## FINANCING

Phase One actions will be self-funded in combination with available granting from the Carver County Community Development Agency's Community Growth Partnership Initiative, which offers up to \$100,000 per city at a 2:1 ratio [a \$500 match for every \$1,000 spent]. Applications for 2024 will be available during the last week of January, with a deadline of March 4th; scoring will take place later that month, with funds available shortly thereafter.

Also applicable to Phase One plans would be a Livable Communities Act Pre-Development grant, which affords up to \$50,000 and is targeted toward planning and preparatory work; they will soon be available to be applied for.

Phase Two development will require significant funding from municipal and/or state programs, the first in the form of a Livable Communities Act Housing, Jobs, Growth grant from the Metropolitan Council, the latter a Small Cities Development Program grant from the Minnesota State department of Employment and Economic Development.

At this point, as there is no significant hard asset or secured commitment of commercial intent, there are no immediate plans to work with commercial lenders to generate funds.

Actions:

- formalize the Mayer Cooperative Creamery Preservation Project as a Minnesota State-licensed limited liability corporation [minimal associated costs]
- work with the Mayer City Administrator to apply for the 2024 Community Growth Partnership Initiative grant from the Carver County Community Development Agency
- work with the Mayer City Administrator to apply for a Livable Communities Act Pre-Development grant from the Metropolitan Council
- open a business account at a regional bank and deposit initial project funds in the neighborhood of \$100,000 [the amount is still evolving]

Timeline:

- 2024 Community Growth Partnership Initiative grant applications are currently available and must be received by March 4th
- 2024 Livable Communities Act Pre-Development grants are due by April 21st
- initial funding for Phase One operations shall be deposited into a regional bank by March of 2024
- state registration as a limited liability corporation, spring 2024

**City of Mayer  
Ordinance 243**

**An Ordinance Amending Chapter 95 of the Mayer City Code  
Regarding Hot Air Balloons in Public Parks**

THE CITY COUNCIL OF THE CITY OF MAYER, MINNESOTA, DOES ORDAIN:

City Code Chapter 95 is amended to read as follows:

§ 95.05 Park Use for Hot Air Balloons.

Hot air balloons may be launched from a City park only when granted a permit by the City Council.

**Permit Application:** An application for a permit to launch a hot air balloon from City parks must be completed on a form provided by the City.

**Permit Fee:** An applicant must pay a nonrefundable permit fee in the amount established by the City Council pursuant to the City's fee ordinance. The permit shall be good for one year.

**Permit Review:** The City Administrator will review the permit for sufficiency. Certain permit applications may be distributed to other City departments, including the Carver County Sheriff's Office, that may require conditions for the proposed activity. The permit application will be placed on the agenda for City Council approval once staff review is completed.

**Permit Denial or Revocation:** The City Administrator may deny an application for a permit or revoke an approved permit if it is determined that:

1. The information contained in the application or supplemental information requested from the applicant is false or nonexistent in any material detail.
2. The applicant fails to supplement the application after having been notified by the City of additional information or documents needed.
3. The applicant fails to agree to abide or comply with all of the conditions and terms of the permit, including payment of all costs and expenses.
4. The launch will unreasonably interfere with or detract from the enjoyment of the park by other park visitors or disturb residentially zoned properties and park visitors in proximity to the park.
5. The launch will unreasonably interfere with or detract from the promotion of public health, welfare, safety, comfort, and recreation.
6. The launch will entail an unusual, extraordinary burden or expense for the City.
7. The facilities desired have been reserved for some other use on the day and hour requested.

8. The launch will unnecessarily disrupt or interfere with the movement of traffic, would interfere with access to fire hydrants or other critical infrastructure, or would interfere with access to businesses or residences in the immediate vicinity of the activity.
9. The launch would likely endanger the public safety or health.
10. The launch would likely create or constitute a public nuisance.
11. The launch would be likely to cause significant damage to public property or facilities.
12. The launch would engage in or encourage participants to engage in disorderly conduct activity, disturbances, or illegal acts.
13. The applicant, responsible party, or the person on whose behalf the application is submitted has on prior occasions made material misrepresentations regarding the nature of an activity in the City or has violated the terms of a prior permit.
14. Upon finding a violation of any rule or ordinance, condition imposed on the permit, or upon good cause.

**Permit Use:** An approved permit shall allow the holder general personal recreational use to launch their hot air balloon(s) from the approved location in accordance with this section. The permit holder shall notify the City 48 hours in advance of the date and time of the desired launch.

**Conditions of Permit:** A permit holder is bound by all parks rules and regulations and all applicable ordinances as if they were fully inserted in the permit. The City may impose any reasonable conditions on a permit that in its discretion will protect the public health, safety, welfare, comfort, and recreation in the park. The permit holder is liable for any loss, damage or injury sustained by any park visitor when due to the negligence of the permit holder. Within 24 hours after the expiration of the permit, a permit holder must remove from the park all trash, boxes, papers, cans, garbage and other refuse, and all installations and equipment, and must restore the premises to its condition prior to the permit holder's use of the park.

**Non-Transferable:** A permit under this section may not be transferred to any other person.

**Designated Areas Specified in Permit:** The use for which the permit is granted must only be conducted within the area designated on the permit.

**Insurance Requirements:** Applicants and permit holders must possess insurance covering hot air balloons, including rides, in amount of at least \$1,000,000 in liability. The City shall be named as additional insured. A certificate of insurance must be provided to the City demonstrating coverage.

**Indemnification Requirements:** Applicants and permit holders shall be required to defend and indemnify the City for any claims arising from the hot air balloon activities.

Adopted by the City Council of the City of Mayer on this \_\_\_\_ day of \_\_\_\_\_, 2024.

Attest:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

# Memorandum



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To: City Council

From: Nicholas Johnson, City Administrator  
Andy Maetzold, Fire Chief

Date: January 22<sup>nd</sup>, 2024

Subject: Fire Department Small Rescue Replacement

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Honorable Mayor and City Council,

The City Council reviewed the proposal to purchase a replacement vehicle for our Small Rescue #11 at their workshop session on January 8<sup>th</sup>, 2024. The direction from City Council was to have the purchase placed on the January 22<sup>nd</sup>, 2024 meeting agenda for consideration.

The City of Mayer received \$110,539 as part of the public safety funding disbursed in the 2023 Omnibus Tax Bill. The total estimated cost of replacement is \$106,778.

Respectfully submitted,  
City Staff

**City of Mayer  
Resolution 2024-3**

**Resolution Approving a Donation from the Mayer Baseball Club to the City of Mayer  
Designated for Tree Planting for the Splash Pad Project**

WHEREAS, the City of Mayer is generally authorized to accept contributions of real and personal property pursuant to Minnesota State Statute Sections 421.21 and 465.03 for the benefit of its citizens and is specifically authorized to accept gifts and benefits for the benefit for recreational service pursuant Minnesota Statutes Section 471.17; and

WHEREAS, the following persons and entities have offered to contribute the cash sums set for below to the City:

<u>Name of Donor:</u>	<u>Purpose:</u>	<u>Amount:</u>
Mayer Baseball Club	Tree Planting for Splash Pad	\$3,000.00

WHEREAS, these funds have been requested by the Mayer Baseball Club to be deposited into the City’s Park Improvement Fund for the express purpose of planting trees for shade at the future splash pad project site.

WHEREAS, the City Council hereby finds that it is appropriate to accept the contributions offered.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAYER, MINNESOTA, AS FOLLOWS:

1. The contributions above are hereby accepted by the City of Mayer and shall be deposited into the City’s Park Improvement Fund for the express purpose of planting trees for shade at the future splash pad project site.
2. That the City Administrator is hereby directed to issue receipts to each donor acknowledging the City’s receipt of the donor’s contribution.

Adopted by the City Council of the City of Mayer this 12<sup>th</sup> day of February 2024.

Attest:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



## **Letter Regarding Fire Service Contract for 2025**

Dear Camden Township,

We're working to keep on task of getting you the fire contracts in February of the preceding year (2025 contracts in February of 2024). There are a couple of items I would like to go over regarding the 2025 contracts as well as what's on the horizon, potentially, for the 2026 contracts.

### 2025 Contract Update

You will notice a sizable increase in the contract amount compare to the 2023 and 2024 contracts. A large portion of this is due to a one-time payment we are required to make to PERA to fund a shortfall in the loss of investments by the State Board of Investment. The remainder of the increase comes from two years of inflation on everything. The cost of serving equipment, purchasing of small pieces of equipment, utilities, insurances, and the like have all gone up. It's not something we pass along lightly because we all feel the pain.

Another factor which pushed the contracts higher was updating the parcel counts in the fire district. The parcel counts have not been properly updated in several years. The result was a shift in percentages now that accurate parcel counts have been obtained from the County. In years past, the breakdown was approximately 75% City and 25% to the townships (the 25% split amongst each township accordingly). As you can see in the 2025 contract, the new breakdown has the City closer to 71%. The combination of the one-time PERA shortfall, increase in costs of operating, and the realignment of parcel numbers result in the sizable contract increase for 2025.

### 2026 Contract Considerations

We're taking a preliminary look at how we calculate the cost share of expenses related to the Fire Department. The current formula was based upon a time when the City regularly issued debt to pay for equipment and when the current Capital Improvement Plan (CIP) was a line item rolled into the General Fund budget. Over time, the City has developed a formal Capital Improvement Plan (CIP) to fund the purchase of equipment and separated this out from the General Fund budget. The Fire Department CIP, specifically, is shifting away from issuing debt to pay for equipment and more to raising enough funds to pay for the equipment outright. The current formula has "Expense" which includes operating and CIP; as well as "Truck Debt" which is a static amount towards existing debt.

Under the new philosophy we don't anticipate the need to issue debt to pay for equipment replacement. We know this is always a concern of townships. When will you get hit with a huge payment for equipment? The benefit is you won't see a big uptick in contracts when equipment needs to be replaced. We want to avoid the soft costs of interest on debt and the fees for issuing

debt in the first place. The other side is that the amount we levy for the CIP needs to increase in order to meet that funding demand. On a practical level, it means the cost of the contract will increase due to the CIP increasing. However, over the long term, it will mean saving money on interest and issuance costs.

The preliminary new formula would continue to use the percentage split of parcels within the fire district. We would remove the “Truck Debt” line item entirely as the goal is to not issue debt for replacement of equipment. The “Expense” line item would be split into “Operating Expense” and “CIP Expense”. Each of the new expense line items would be split according to the parcel percentages. All-in-all, this should be a formula type that is quite familiar to the townships already.

**Keep in mind:** This is all preliminary for the 2026 contracts and nothing has been approved or set in stone. Our goal is to give you an idea of what we’re contemplating for the future to keep you informed.

Please let me know if you have any questions as you review this regarding the 2025 contract and services.

Sincerely,

Nicholas Johnson  
City Administrator  
City of Mayer



**Fire Service Contract for 2025**

This Fire Service Contract (the “Agreement”), made by and between the City of Mayer, Carver County, Minnesota (the “City”) and Camden Township, Carver County, Minnesota (the “Township”), dated \_\_\_\_\_, 2024 in consideration of the payment of the sum of \$25,681.70 to City by Township. City agrees to have its fire department answer any and all fire and emergency calls to Township and will respond to such calls with suitable apparatus, and render all assistance possible in the saving of life and property, subject to the rules and regulations adopted by the Mayer Fire Department, which rules and regulations are made a part hereof by reference, for such portion of Township for the contract year, described as follows:

Sections: 19, 29, 30, 31, 32, and 33

That said fire protection service shall be furnished by City for the annual consideration as determined by result of the application of the following:

1. The Fire Department Fair Share Formula is per unit calculation for the 2024 budget.
2. Semi-annual payments will be made in July and December of the contract year.

	Parcels				
	2021	2022	2023	2024	% of Contract
City of Mayer	865	890	898	1048	71.34%
Camden	71	71	71	111	7.56%
Hollywood	70	70	70	91	6.19%
Waconia	74	74	74	113	7.69%
Watertown	74	74	75	106	7.22%
	1,129	1,154	1,181	1,469	100.00%

	Expenses:	Truck Debt:	Total Contract:
City of Mayer	\$208,335.84	\$29,768.85	\$238,104.69
Camden	\$22,066.10	\$3,615.60	\$25,681.70
Hollywood	\$18,090.23	\$3,615.60	\$21,705.83
Waconia	\$22,463.69	\$3,615.60	\$26,079.29
Watertown	\$21,072.14	\$3,615.60	\$24,687.74
	\$292,028.00	\$44,231.25	\$336,259.25

The Mayer Fire Department agrees to answer any fire calls and emergency calls of the purpose of fighting fires which occur in the portion of Township above described. No liability shall be incurred by City for loss or destruction of any property by fire or for damage thereto resulting

from smoke, water, or explosion, for any reason contributory or otherwise, and more particularly because of inability of said Mayer Fire Department to respond to a fire call because of loss or failure of truck and apparatus, adverse weather and road conditions, previous call for said service, of for any other reason whatsoever.

City agrees to the creation of a Fire Board, made up of contracting Township members and representatives of City. The Fire Board will meet the 5<sup>th</sup> Monday of a month or when determined as needed.

City agrees to defend and indemnify Township against any claims brought or actions filed against Township, or any officer, employee, or volunteer of Township for injury to, death of, or damage to, the property of any third person or persons arising from the performance and provision of the obligations of City assumed pursuant to this Agreement.

Under no circumstances, however, shall either party to this Agreement be required to pay on behalf of itself and other party, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for some or all parties may not be added together to determine the maximum amount of liability for any party.

The intent of this section is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

IN TESTIMONY WHEREOF, The City of Mayer has caused this Agreement to be executed by its Mayor and City Administrator this \_\_\_\_day of \_\_\_\_\_, 2024.

City of Mayer

Township of Camden

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Chairman

By \_\_\_\_\_  
City Administrator

By \_\_\_\_\_  
Clerk

Date \_\_\_\_\_

Date \_\_\_\_\_

**City of Mayer  
Resolution 2024-4**

**Resolution Authorizing the City's Pursuit of Safe Routes to School Planning Assistance  
from the Minnesota Department of Transportation Safe Routes to School Grant Program**

WHEREAS, the Minnesota Department of Transportation has made \$400,000 available for solicitation through the Safe Routes School Planning Assistance Grant Program, and;

WHEREAS, a grant award from this program will come in the form of planning assistance to develop a citywide Safe Routes to School Plan, and;

WHEREAS, the City desires to develop a Plan to ensure a comprehensive approach to developing safe pedestrian transportation routes for students and adults alike for local schools, and;

WHEREAS, the resulting Safe Routes to School planning effort will include community engagement and project identification to guide future planning and funding requests, and;

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Mayer, Minnesota:

1. That the City governing body approves the pursuit of planning assistance through the Safe Routes to School Grant Program.
2. That the City Engineer is authorized to submit an application on behalf of the City and will ensure that all grant program deadlines and requirements are met.

Adopted by the City Council for the City of Mayer, Minnesota this 12<sup>th</sup> day of February 2024.

Attest:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk