

CITY OF TONKA BAY
AGENDA
January 11, 2022
7:00pm

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. CONSENT AGENDA

All matters listed within the Consent Agenda are considered to be routine items to be enacted upon by one City Council motion. Items on the Consent Agenda are reviewed in total by the City Council and may be approved through one motion with no further discussion by the Council. Any item may be removed by any Council Member, staff member or person from the public for separate consideration.

- A. Minutes of the Special City Council meeting from December 27, 2021
 - B. Minutes of the Regular City Council Meeting from December 14, 2021
 - C. 2022 City Council Meeting Calendar
 - D. 2022 Holiday Schedule
 - E. Resolution #22-01 Annual Appointments and Designation
 - F. Resolution #22-02 175 Lakeview Ave Variance
 - G. Resolution #22-03 175 Lakeview Ave CUP
5. MATTERS FROM THE FLOOR **Maximum time of five minutes per person***
 6. SPECIAL BUSINESS
 - A. Introduction of New Police Chief Brian Tholen, SLMPD
 7. OLD BUSINESS
 - A. Discuss Continuing Virtual Meetings Due to COVID - Jennings
 - B. Manitou Park Warming House
 8. NEW BUSINESS
 - A. Hiring City Administrator - Loftus
 - B. Fee Schedule Discussion

MATTERS FROM THE FLOOR Maximum time of five minutes per person*

10. REPORTS
 - A. Administrator's Report
 - B. Jeff Anderson – Finance, Fire Lanes and Public Access, Technology
 - C. Kristin Viger – Parks and Playgrounds, LMCD, Sanitation and Recycling
 - D. Bill LaBelle – Building Inspection, Municipal Buildings and Grounds
 - E. Tim Connelly – EFD, Commercial Marinas, Municipal Docks
 - F. Attorney's Report
 - G. Adam Jennings –SLMPD, Administration, Public Works

11. ADJOURNMENT

<p>*For individuals who wish to address the Council on subjects which are not a part of the meeting agenda. Typically, the Council will not take action on items presented at this time but will refer them to staff for review, action and/or recommendation for future Council action.</p>

ITEM NO. 4A

**APPROVED MINUTES
TONKA BAY CITY COUNCIL
SPECIAL MEETING
DECEMBER 27, 2021**

1. CALL TO ORDER

A special meeting was called to order at 7:01 pm, December 27, 2021.

2. ROLL CALL

Members present: Mayor Jennings, Councilmembers LaBelle, Anderson, Viger and Connelly. Also present Interim City Administrator Loftus.

3. DISCUSS HIRING PUBLIC WORKS SUPERINTENDENT

The hiring committee reported they interviewed an applicant for the Public Works Superintendent position, made a starting offer of employment, and received a response from the applicant. The recommendation of the hiring committee is to make a counteroffer that is more competitive with his current salary. Mayor Jennings noted the candidate has a very strong background in public works.

Councilmember Anderson made a motion to authorize Mayor Jennings to make an offer to the preferred candidate including an annual salary of \$85,000 (with agreement to have the new City Administrator develop a step system for this position that adjusts the top salary range up to \$100,000 over the next 2-3 years), paid family medical, three weeks of vacation, and cell phone. Connelly seconded. The motion passed 5-0.

4. ADJOURNMENT

Councilmember Connelly made a motion to adjourn the meeting at 7:31 pm. Seconded by Anderson. The motion passed.

Adam Jennings, Mayor

Attest:

Rachel Myskevitz, Deputy City Clerk

ITEM NO. 4B

DRAFT MINUTES TONKA BAY CITY COUNCIL REGULAR MEETING DECEMBER 14, 2021

1. **CALL TO ORDER**

The regular semi-monthly meeting of the Tonka Bay City Council was called to order at 7:00pm.

2. **ROLL CALL**

Members present: Mayor Jennings, Councilmembers Viger, LaBelle, Connelly and Anderson. Also present were Interim City Administrator Jessica Loftus, City Planner Brandy Howe, City Engineer Preisler and City Attorney Jason Hill.

3. **APPROVAL OF AGENDA**

Anderson moved to approve the agenda, adding the Opioid Settlement under Special Business. Connelly seconded the motion. Ayes: Viger, LaBelle, Connelly, Anderson, Jennings. Motion carried.

4. **CONSENT AGENDA**

- A. Minutes of the Regular City Council Meeting from November 23, 2021**
- B. Minutes of the City Council Budget Workshop from November 23, 2021**
- C. Minutes of the Truth-In-Taxation Meeting from December 7, 2021**
- D. Minutes of the Special Meeting from December 7, 2021**

Anderson moved to approve the consent agenda. Connelly seconded the motion. Ayes: Viger, LaBelle, Connelly, Anderson, Jennings. Motion carried.

5. **MATTERS FROM THE FLOOR**

None.

6. **SPECIAL BUSINESS**

A. Participation in National Opioid Settlements – Jason Hill

Hill briefed the council on the Opioid Settlement and why Tonka Bay should participate.

Anderson moved to approve Resolution 21-36, approving the memorandum of agreement between the state of Minnesota and local governments and authorizing participation in national opioid settlements. Viger seconded the motion. Ayes: Viger, LaBelle, Connelly, Anderson, Jennings. Motion carried.

7. **PUBLIC HEARINGS**

- A. Variance Request for 175 Lakeview Ave – Brandy Howe**

Howe introduced the proposal to build a single-family home and variance requests required which are a conditional use permit to develop a lot with substandard area, a variance for the principal structure to have a front yard setback that is less than 40 feet, a variance for the principal structure to have a rear yard setback that is less than 20 feet, a variance for principal structure height that is greater than 30 feet and a variance for an impervious surface amount that exceeds 25 percent. Staff recommends approval of the requested conditional use permit and variances with conditions as listed in the staff report. Jennings said it was a great design and he has no problems with it. Viger said she likes the design also. She asked how far it was from the wetland. Preisler stated that they did a wetland check and it is beyond the 35 feet.

Jennings opened the public hearing. No one spoke so he closed the public hearing.

LaBelle asked about the height variance. Preisler responded that if the lot were flat, it would not require a variance; however, because of the slope and shape of the lot there are no other options as to the placement of the house.

Anderson moved to approve a conditional use permit to allow for construction of a single-family home on a substandard lot of record, a variance to the front yard setback to allow 24.3 feet instead of the minimum requirement of 40 feet, a variance to the rear yard setback to allow 14.8 feet instead of the minimum requirement of 20 feet, a height variance to allow a maximum building height of 31.67 feet instead of the maximum requirement of 30 feet and a variance to all an impervious surface area coverage of 30.5% instead of the maximum requirement of 25%. Viger seconded the motion. Ayes: Viger, LaBelle, Connelly, Anderson, Jennings. Motion carried.

8. OLD BUSINESS

A. Municipal Dock Expansion Project Bid – Nick Preisler

Preisler outlined the bid results in the council packet. One bid was received by M.T. Carpenter Landscape, Inc. The base bid came in at \$220,250, without the alternate bids for the custom fitted riprap or the random riprap in the channel. Jennings asked for clarification on the necessity for an easement to access the property and the need for a barge to complete the work. Preisler answered typically riprap is placed using a barge; however, the easement would be necessary for restoration after the riprap was placed. Jennings asked Preisler to breakout the bids with the alternates against what the engineer estimates were. Preisler directed council to refer to the Bid Tabulation Summary found in the packet. Jennings said he would definitely like to move forward with the dock base bid and thinks there should be some consideration to adding one of the alternate riprap bids to the project since the municipal docks create extra traffic

through the channel. Viger stated that she is also in favor of approving the base dock bid; however, she disagrees on the riprap alternatives. She believes that if they improve the channel properties, then others living in the lagoon, who are also affected by the dock traffic, will come in wanting the same treatment. Additionally, there has been no cost-sharing discussion with the residents and the city. Anderson asked if it was ever discussed that we pay for the county standard riprap and the residents can pay the difference for the fitted riprap. Jennings replied as he recalled the discussion was in addition to improving the entrance, as they moved down the channel along the properties, instead of having a mismatch, this was a way of having it look uniform. LaBelle stated it really does not matter what was discussed in the past as we did not obligate ourselves to anything. Connelly said he thinks Viger raised a good point regarding other residents in the lagoon wanting their shoreline improved also. Hill responded you cannot prevent people from making requests in the future. Jennings asked about the properties on the south end of the lagoon and if they were considered in the project. Preisler responded that they were only given direction on the two properties along the channel. Jennings said they should move forward with the dock base bid and give the riprap discussion future consideration. LaBelle said they should move forward on the dock expansion and table the riprap for further consideration, plus he believes the pricing on a per linear foot basis is horribly high. Anderson agreed.

Viger moved to approve Resolution 21-37 accepting the base bid from M.T. Carpenter in the amount of \$220,250. Anderson seconded the motion. Ayes: Viger, LaBelle, Connelly, Anderson, Jennings. Motion carried.

B. Transition of Part-time Public Works Employee to Full-time – Kristin Viger
Hill briefed the council as to where they are at with the contract for the new full-time public works position.

9. NEW BUSINESS

None.

10. MATTERS FROM THE FLOOR

None.

11. REPORTS

A. Administrator's Report

Loftus explained elementary students in the new Carrick apartments in Tonka Bay will attend the Excelsior Elementary School instead of the Minnewashta Elementary

School. The RFP's for garbage service came in from Waste Management and Republic Service. An update will be given at the next council meeting. Loftus also gave a hiring update of the new City Administrator and where they were at with the contract negotiations. Jennings explained the different counter offers and what he thought was necessary to get the candidate to accept Tonka Bay's offer. LaBelle asked how far and above the offer is to what has been budgeted for. He wants to see the numbers to figure out how they are going to pay for it. Viger said the last offer made to him was the top of what she would consider. LaBelle said he would take the recommendation of the three-person hiring committee. Connelly stated his unease in that what was budgeted for was under what they offered and now it is increasing even more. He agrees that he is a great candidate but very expensive. Jennings believes his experience is invaluable and worth the expense. Connelly is in favor of adding the additional funds as he believes he is the best candidate for the position.

Jennings moved to accept Dan Tolsma's counter offer as laid out in the wages and benefits package, which would include the \$103,000 base wage in addition to the \$17,268 estimated insurance premium amount and \$3750 HSA contribution for a total of \$124,018. LaBelle seconded the motion. Ayes: Viger, LaBelle, Connelly, Anderson, Jennings. Motion carried.

B. Jeff Anderson – Finance, Fire Lanes and Public Access, Technology
No report.

C. Kristin Viger – Parks and Docks, Sanitation and Recycling
Viger gave a summary of the Parks and Docks Commission meeting from the previous night. One thing she would like clarification on is that they would like to get a donation banner printed and what dollar amount will council approve for that. LaBelle said they could authorize a set dollar amount.

LaBelle moved to authorize the funds for the donation banner to come from the Parks and Docks fund and not to exceed \$400. Anderson seconded the motion. Ayes: Viger, LaBelle, Connelly, Anderson, Jennings. Motion carried.

D. Bill LaBelle – Building Inspection, Municipal Building and Grounds
LaBelle asked the city attorney if they need a separate motion to cancel the last meeting in December or if the published calendar is enough. Hill replied if the meeting was not on the published calendar, then a separate motion is not necessary.

E. Tim Connelly – EFD, Commercial Marinas, LMCD

No report.

F. Attorney Report

No report.

G. Adam Jennings – SLMPD, Administration, Public Works, Employee Advisory Board

Jennings spoke about the application for Superintendent of Public Works that was received and asked who would like to be involved in the hiring. LaBelle said he is interested. Viger declined. Anderson said he cannot if it involves daytime meetings. Connelly said he will be out of town coming up so he cannot.

Connelly moved to grant hiring authority to Mayor Jennings and Councilmember LaBelle for the Superintendent of Public Works position. Anderson seconded the motion. Ayes: Viger, LaBelle, Connelly, Anderson, Jennings. Motion carried.

12. ADJOURNMENT

There being no further business, Anderson moved to adjourn the meeting at 8:15 pm. Connelly seconded the motion. Ayes: Viger, LaBelle, Connelly, Anderson, Jennings. Motion carried.

Adam Jennings, Mayor

Attest:

Rachel Myskevitz, Deputy City Clerk

**2022
CITY COUNCIL
MEETING CALENDAR**

The following City Council meeting dates have been set for 2022. These dates have been established based on previous years. They occur on the 2nd and 4th Tuesday of each month except for December. Historically, only one meeting is held in December.

January 11 and 25

February 8 and 22

March 8 and 22

April 12 and 26

May 10 and 24

June 14 and 28

July 12 and 26

August 9 and 23

September 13 and 27

October 11 and 25

November 9 and 22 (Tuesday, Nov. 8 is an election day and cities cannot conduct meetings on this day)

December 13

2022
CITY HALL HOLIDAY SCHEDULE

The following City Hall Holiday Schedule dates have been set for 2022. These dates have been established based on the employee policy manual.

January 1 – New Year’s Day

January 17 – Martin Luther King Jr.

February 21 – Presidents Day

May 30 – Memorial Day

July 4 – Independence Day

September 5 – Labor Day

November 11 – Veterans Day

November 23-24 – Thanksgiving & Day after

December 23-26 – Christmas Eve ½ and Day

December 30 – New Year’s Eve – ½ day

Floating holiday

RESOLUTION NO. 22-01

**CITY OF TONKA BAY
HENNEPIN COUNTY, MINNESOTA**

A RESOLUTION OF ANNUAL APPOINTMENTS AND DESIGNATIONS FOR 2022

WHEREAS, annually, at their first meeting in January, the Tonka Bay City Council handles annual designations and appointments; and

WHEREAS, attached is the designation of the Official Newspaper and the Official dates/times/places of regular Tonka Bay Meetings; and

WHEREAS, attached are the appointments of City Councilmembers and staff to various boards and commissions.

NOW, THEREFORE, BE IT RESOLVED, that the Tonka Bay City Council does hereby make the annual appointments and designations effective immediately upon adoption.

The motion for the adoption of the foregoing Resolution was _____duly seconded by Councilmember _____ . The following vote was taken:

- Councilmember LaBelle _____
- Councilmember Viger _____
- Councilmember Anderson _____
- Councilmember Connelly _____
- Mayor Jennings _____

WHEREUPON, said Resolution was declared duly passed and adopted.

I certify that the City of Tonka Bay adopted the above Resolution on this 11th day of January 2022.

Adam Jennings, Mayor

ATTEST:

Deputy City Clerk/Rachel Myskevitz

2022 OFFICIAL CITY APPOINTMENTS

1. Adam Jennings, Mayor
SLMPD Coordinating Committee
City Administration
Public Works
Employee Advisory Board
2. Jeff Anderson, Councilmember
Acting Mayor
Banks/Finance/Investments
Alternate – Employee Advisory Board
Fire Lanes and Public Access
Technology
3. Kristin Viger, Councilmember
Alternate – EFD Board
Parks and Docks
Sanitation and Recycling
4. Bill LaBelle, Councilmember
Alternate – SLMPD Coordinating Committee
Building Inspection
Municipal Buildings and Grounds
Alternate – City Administration
5. Tim Connelly, Councilmember
Excelsior Fire District
Commercial Marinas
Lake Minnetonka Conservation District
6. Tax Assessor
Rolf Erickson, Southwest Assessing
7. Building Inspector
Metro West Inspections
8. Assistant Weed Inspector
Public Works Superintendent
9. City Attorney
Kennedy & Graven

10. Assistant City Attorney
Robert J. V. Vose
11. Prosecuting Attorney
Kenneth N. Potts
12. Emergency Preparedness Director
SLMPD Police Chief
13. Official Newspaper
Sun Sailor
14. 4M Fund – RBC Dain Rauscher – UBS – US Bank Financial Services – Official depository for checking, savings accounts, certificates, investments, and bond reserve accounts for general fund and all enterprise funds for the city.
15. City Engineer
WSB & Associates, Inc.
16. City Planner
WSB & Associates, Inc.
17. Sewer and Water Inspector
Public Works Superintendent
18. City Fire Marshal
Excelsior Fire District
19. Lake Minnetonka Conservation District Representative
Gregg Thomas
20. Minnetonka Community Services Advisory Board Representative
Lora Marceau
21. Data Compliance Officer
City Administrator

RESOLUTION NO. 21-02

**A RESOLUTION APPROVING VARIANCES FOR A NEW HOME TO HAVE A FRONT YARD SETBACK OF 24.3 FEET, A REAR YARD SETBACK OF 14.8 FEET, A HEIGHT OF 31.67 FEET, AND AN IMPERVIOUS COVER OF 30.5 PERCENT AT THE PROPERTY 175 LAKEVIEW AVE
PID: 27-117-23-24-0053**

WHEREAS, the City of Tonka Bay is a municipal corporation, organized and existing under the laws of the State of Minnesota; and

WHEREAS, the City Council of the City of Tonka Bay has adopted zoning regulations in the Municipal Code to promote orderly development and utilization of land within the city; and

WHEREAS, an application was submitted by Scott and Michelle Schmitt ("Applicant"), who own the property located at 175 Lakeview Ave ("Property"), which is legally described as follows:

Lots 22 and 23, I. C. Seeley and N.F. Griswold's Amendment and First Addition to Minnetonka Lake Park, according to the plat thereof on file and of record in the Office of the Register of Deeds in and for Hennepin County, Minnesota.

AND

All that part of the Eastern Reserve of Minnetonka Lake Park not platted as I. C. Seeley and N.F. Griswold's Amendment and First Addition to Minnetonka Lake Park, Hennepin County, Minnesota, described as follows, to wit: Commencing at the most southerly corner of Lot 22 of I. C. Seeley and N.F. Griswold's Amendment and First Addition to Minnetonka Lake Park; thence along the Easterly line of said Lot 22 to the most northerly corner thereof; thence southerly 80 feet and distant Easterly 67 feet from the point of beginning; thence Westerly 67 feet to the point of beginning, Hennepin County, Minnesota; and

WHEREAS, the Property is located within the R-1B zoning district within the Shoreland Overlay; and

WHEREAS, the Applicant is requesting the following:

- A variance for the principal structure to have a front yard setback that is less than 40 feet
- A variance for the principal structure to have a rear yard setback that is less than 20 feet
- A variance for principal structure height that is greater than 30 feet
- A variance for an impervious surface amount that exceeds 25 percent

WHEREAS, the City Council reviewed the requests and held a public hearing on December 14, 2021; and

WHEREAS, the City Council, following the public hearing and deliberation on the request, make the following findings of fact:

1. The applicant is proposing a new home, a permitted use in the R-1B district and consistent with the guided land use in the Comprehensive Plan.
2. The lot at the subject property is substandard in area and uniquely shaped, which pose practical difficulties for complying with setbacks and impervious cover standards.
3. The topography of the lot coupled with the small lot size makes it difficult to site the structure in a location that would meet the height requirements.
4. The proposed home fits in with the surrounding neighborhood and will not alter the essential character of the locality.
5. The applicant is providing a stormwater management solution in the form of an infiltration trench that will act to filter excess stormwater runoff. The infiltration trench has been appropriately designed to treat enough stormwater runoff to lower the effective impervious cover amount to 25 percent.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Tonka Bay hereby approve the following requests as shown on the Plans provided by the Applicant:

- Variance for a front yard setback of 24.3 feet
- Variance for a rear yard setback of 14.8 feet
- Variance for a height of 31.67 feet
- Variance for an impervious cover of 30.5 percent

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Applicant must meet the following conditions related to approval of the requests:

1. Construction shall occur in substantial conformance with the plans presented at the December 14, 2021, City Council meeting.
2. The applicants must obtain all other permits as may be required.
3. The applicants shall comply with all applicable federal, state, and local laws, rules, and ordinances.
4. All conditions shall be complied with, shall run with the land, and shall not in any way be affected by the subsequent sale, lease, or other change from current ownership of the property.
5. A Stormwater Facility Maintenance Agreement is required by the property owner to ensure the proposed BMPs are constructed and maintained into perpetuity of the proposed use. This agreement shall be submitted and approved by the City Engineer and City Attorney prior to issuance of the certificate of occupancy.
6. By undertaking the activities approved by the request, the applicant agrees to all conditions.

PASSED AT A REGULAR MEETING of the Tonka Bay City Council this 11th day of January, 2022.

Motion introduced by _____ and seconded by _____.

Roll call vote:

Councilmember Anderson	_____
Councilmember Connolly	_____
Councilmember LaBelle	_____
Councilmember Viger	_____
Mayor Jennings	_____

Adam Jennings, Mayor

ATTEST:

Jessica Loftus, Administrator (Interim)

RESOLUTION NO. 21-03

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO DEVELOP A LOT
WITH SUBSTANDARD AREA AT THE PROPERTY 175 LAKEVIEW AVE
PID: 27-117-23-24-0053**

WHEREAS, the City of Tonka Bay is a municipal corporation, organized and existing under the laws of the State of Minnesota; and

WHEREAS, the City Council of the City of Tonka Bay has adopted zoning regulations in the Municipal Code to promote orderly development and utilization of land within the city; and

WHEREAS, an application was submitted by Scott and Michelle Schmitt ("Applicant"), who own the property located at 175 Lakeview Ave ("Property"), which is legally described as follows:

Lots 22 and 23, I. C. Seeley and N.F. Griswold's Amendment and First Addition to Minnetonka Lake Park, according to the plat thereof on file and of record in the Office of the Register of Deeds in and for Hennepin County, Minnesota.

AND

All that part of the Eastern Reserve of Minnetonka Lake Park not platted as I. C. Seeley and N.F. Griswold's Amendment and First Addition to Minnetonka Lake Park, Hennepin County, Minnesota, described as follows, to wit: Commencing at the most southerly corner of Lot 22 of I. C. Seeley and N.F. Griswold's Amendment and First Addition to Minnetonka Lake Park; thence along the Easterly line of said Lot 22 to the most northerly corner thereof; thence southerly 80 feet and distant Easterly 67 feet from the point of beginning; thence Westerly 67 feet to the point of beginning, Hennepin County, Minnesota; and

WHEREAS, the Property is located within the R-1B zoning district within the Shoreland Overlay; and

WHEREAS, the Applicant has requested a conditional use permit to develop a residential lot with substandard area;

WHEREAS, the City Council reviewed the request and held a public hearing on December 14; and

WHEREAS, the City Council, following the public hearing and deliberation on the request, make the following findings of fact:

1. The applicant is proposing a new home, a permitted use in the R-1B district and consistent with the guided land use in the Comprehensive Plan.
2. The proposal will replace a single-family structure that was demolished on the site in September 2021.
3. Adjacent land uses are single-family residential.
4. The proposed development is not expected to conflict with performance standards listed in Section 1011.02 of the Tonka Bay Zoning Code.
5. The architectural design of the proposed home will not create conflicts with the residential character of the immediate area.
6. The proposal does not add any additional dwelling units to the area, and, as a result, the service demands for the existing public services will not change.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Tonka Bay hereby approve a conditional use permit to allow for construction of a single-family home on a substandard lot of record.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Applicant must meet the following conditions related to approval of the requests:

1. Construction shall occur in substantial conformance with the plans presented at the December 14, 2021, City Council meeting.
2. The applicants must obtain all other permits as may be required.
3. The applicants shall comply with all applicable federal, state, and local laws, rules, and ordinances.
4. All conditions shall be complied with, shall run with the land, and shall not in any way be affected by the subsequent sale, lease, or other change from current ownership of the property.
5. A Stormwater Facility Maintenance Agreement is required by the property owner to ensure the proposed BMPs are constructed and maintained into perpetuity of the proposed use. This agreement shall be submitted and approved by the City Engineer and City Attorney prior to issuance of the certificate of occupancy.
6. By undertaking the activities approved by the request, the applicant agrees to all conditions.

PASSED AT A REGULAR MEETING of the Tonka Bay City Council this 11th day of January, 2022.

Motion introduced by _____ and seconded by _____.

Roll call vote:

Councilmember Anderson	_____
Councilmember Connolly	_____
Councilmember LaBelle	_____
Councilmember Viger	_____
Mayor Jennings	_____

Adam Jennings, Mayor

ATTEST:

Jessica Loftus, Administrator (Interim)



MEMO

To Mayor and City Council
From Jessica Loftus, Interim City Administrator
Date January 4, 2022
Re Hiring of City Administrator

The Hiring Committee screened and interviewed several candidates to fill the vacant City Administrator position.

An offer for the position was made to finalist Dan Tolsma. Mr. Tolsma has 12 years of City Administrator experience and most recently worked for the City of Spring Park. He has accepted the offer and agreed to the attached employment agreement.

Council Action Requested

Motion to approve the Employment Agreement between Dan Tolsma and the City of Tonka Bay.

**EMPLOYMENT AGREEMENT BETWEEN
CITY OF TONKA BAY AND DANIEL TOLSMA**

THIS EMPLOYMENT AGREEMENT (“Agreement”) entered into this 31st day of January, 2022, by and between the City of Tonka Bay, a Minnesota municipal corporation (“City”), and Daniel Tolsma (“Tolsma”).

The parties agree as follows:

1. **POSITION.** The City agrees to employ Tolsma as City Administrator. Tolsma agrees to serve as City Administrator in accordance with Minnesota state statutes, City ordinances, and the Code of Ethics of the International City Managers Association (“ICMA”) and the Minnesota City/County Management Association (“MCMA”), and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

2. **SALARY.** The City shall pay Tolsma a salary of \$103,000.00. The City and Tolsma agree that an initial performance review will be conducted on Tolsma after six (6) months and annually thereafter. The City agrees to consider an increase in compensation to the Tolsma dependent upon the results of the performance evaluation.

3. **TERM.**

A. This Agreement shall be effective as of the date it is signed by both parties.

B. The employment provided by this Agreement shall be Tolsms’s sole employment. However, recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, Tolsma may elect to accept limited teaching or consulting opportunities with the understanding that any such arrangements must not constitute interference with nor a conflict of interest with his responsibilities under this Agreement. Said limited teaching and consulting opportunities shall not hinder the impartial, objective or efficient performance of Tolsma’s duties under this Agreement. Tolsma shall not work for pay for private individuals or other governmental agencies which work would be required or expected to be performed in the regular course of Tolsma’s City employment as determined by the City Council.

C. Tolsma’s employment is for an indefinite term to be served at the pleasure of the City Council. The parties agree that the City Council, at any time, at its sole discretion, by a majority vote of the full City Council, has the right, with or without adequate cause, to terminate this Agreement and the services of Tolsma, subject only to payment obligations outlined in Section 17 of this Agreement. Tolsma shall be deemed an “at will”

employee. Prior to such termination, the City Council shall afford Tolsma the opportunity for a hearing in front of the City Council. Tolsma is deemed an exempt employee under the Federal Fair Labor Standards Act.

- D. The parties agree that Tolsma has the right, at any time, to terminate this Agreement and voluntarily resign from the position of City Administrator. If Tolsma terminates this Agreement and resigns, he must give the City one (1) month advance written notice of the resignation, including the last date of employment with the City, unless otherwise agreed by the parties. Upon such resignation, there shall be no termination pay due to Tolsma. Notwithstanding the notice period set forth herein, the City Council may, in its sole discretion, terminate Tolsma from employment during the notice period subject only to payment obligations outlined in Section 17 of this Agreement.
- E. Tolsma and the City agree to review the terms of this Agreement at least every three (3) years.
- F. Violation of any of the terms of this Agreement may be grounds for termination.

4. **CONFLICTS OF INTEREST.** Without the express consent of a majority of the City Council, Tolsma, acting within the scope of employment, shall not engage in activities, actions, public displays, or behaviors which are directly contrary to the established policies, goals, programs, and positions of the City Council. Tolsma shall not use or disclose any information or data not otherwise already in the public domain for personal or financial gain. Tolsma shall disclose to the City Council any direct, indirect or perceived conflicts of interest that Tolsma may have relative to matters appearing before the City Council or as transacted by the City in its routine operations.

5. **PENSION PLAN.** The City shall contribute to the State Public Employees' Retirement Association ("PERA") as required by State law for Tolsma or an alternate pension plan, if selected by Tolsma, authorized by State law.

6. **VACATIONS.** In addition to the vacation leave provided pursuant to the City's personnel policy, Tolsma shall receive an additional 40 hours of vacation leave to be credited annually in Tolsma's accrued vacation leave account on January 1st of each year, commencing January 1, 2023, during the term of this Agreement.

7. **HOLIDAYS.** The City shall provide Tolsma the same holidays as enjoyed by other non-union employees.

8. **GENERAL INSURANCE.** The City shall provide Tolsma the same group medical, dental, life and disability insurance benefits as provided to all other non-union employees, with the following additions: The City shall pay 100% for a family

high deductible HSA healthcare plan and the City shall (if applicable) provide employer contribution of \$3,750 annually toward an active Health Savings Account.

9. **DUES AND SUBSCRIPTIONS.** The City recognizes the desirability of and encourages Tolsma's participation and membership in professional organizations such as the ICMA and the MCMA and subscription to a reasonable number of professional publications related to his position of City Administrator at the City's expense. Any other memberships or subscriptions must be reviewed in advance and approved as a part of the regular budget process or upon approval of the City Council.

10. **PROFESSIONAL DEVELOPMENT.** The City recognizes the desirability of and encourages Tolsma's professional development through attendance and participation at a reasonable number of professional seminars and conferences at the City's expense. Payment by the City for Tolsma's attendance at all conferences, seminars and other such occasions must be approved in advance by the City Council. Where possible, such attendance shall be included in and approved as a part of the regular budget process.

11. **CIVIC CLUB MEMBERSHIP.** The City recognizes the desirability of representation in and before local civic and other community organizations. Payment by the City for Tolsma's membership in such civic and community organizations must be approved as a part of the regular budget process or upon separate approval of the City Council.

12. **AUTOMOBILE.** Tolsma will not receive a monthly car allowance. Tolsma will be reimbursed for business-related use of his personal vehicle, not including commuting to and from work, at the IRS reimbursement rate.

13. **CELL PHONE.** The City shall reimburse Tolsma \$100 each quarter for the use of his cell phone for job-related expenses.

14. **GENERAL EXPENSES.** The City shall reimburse Tolsma reasonable miscellaneous job-related expenses which it is anticipated Tolsma will incur from time to time when provided appropriate documentation.

15. **HOURS OF WORK.** It is understood that the position of City Administrator requires attendance at evening meetings and occasionally at weekend meetings. It is understood by Tolsma that additional compensation and compensatory time shall not be allowed for such additional expenditures of time. It is further understood that Tolsma may absent himself from the office to a reasonable extent in consideration of extraordinary time expenditures for evening and weekend meetings at other than normal working hours.

16. **TERMINATION BY CITY AND BENEFITS.**

- A. Except as otherwise provided in this section, in the event that Tolsma is terminated by the City during such time that Tolsma is willing and able to perform the duties of City Administrator, then in that event, the City agrees to pay Tolsma at the time of receipt of his last pay check a lump sum cash payment equal to four (4) months aggregate salary and to continue to provide and pay for the benefits set forth in paragraph 8 for a period of four (4) months following termination. However, in the event Tolsma is terminated because of his theft or embezzlement of money or City funds, willful malfeasance in office, nonfeasance or misfeasance, repeated failure or refusal to follow the City Council's direction or orders as memorialized in a written resolution, willful neglect of duties, gross misconduct, conviction for a felony, or conviction for an illegal act involving personal gain to Tolsma, then the City shall have no obligation to pay the termination benefits.

If the City at any time during the employment term reduces the salary or other financial benefits of Tolsma in a greater percentage than across-the-board reduction for all non-union employees, or if the City refuses, following written notice, to comply with any other provisions of this Agreement benefiting Tolsma or Tolsma resigns following a formal suggestion by City that he resign, then Tolsma may, at his option, be deemed to be "terminated" on the effective date of Tolsma's resignation and Tolsma shall also be entitled to receive the termination benefits set forth above.

- B. Provided Tolsma is eligible for the disability insurance provided through the City, in the event that Tolsma (i) is permanently disabled such that Tolsma is unable to perform one or more of the essential duties of his position or (ii) is otherwise unable to perform the essential duties of his position because of sickness, accident, physical or mental health or injury for a period of four (4) weeks beyond any accrued annual leave or for three (3) total months out of any continuous four (4) month period, the City Council may terminate this Agreement and in such instance the City shall not be required to pay Tolsma any severance pay under Section 16.
- C. In the event Tolsma dies during the term of this Agreement, the City is not required to pay severance pay under Section 17. In such an instance, the City shall pay any accrued but unused annual leave in the method provided by law.
- D. In the event that the City Council terminates Tolsma due to a violation of the terms of this Agreement, Tolsma shall not be entitled to any severance pay under Section 17.

17. **COMPLIANCE WITH POLICES AND REGULATIONS.** To the extent not inconsistent with or in conflict with the provisions of this Agreement and as

they apply to other non-union full-time authorized employees, all obligations and responsibilities set forth in the policies and regulations currently on file with the City as they now exist or hereafter may be amended shall also apply to Tolsma; and Tolsma shall comply with such policies and regulations. Such policies and regulations are incorporated into the Agreement as if fully set forth herein and Tolsma acknowledges and agrees that the City has provided him a copy of said policies and regulations.

18. **DISCIPLINE.** For adequate cause and after affording Tolsma an opportunity for a hearing before the City Council, the City Council, by a simple majority vote of the entire City Council, may impose any of the following forms of discipline upon Tolsma:

1. verbal warning;
2. written reprimand;
3. suspension without pay; or
4. termination.

Progressive discipline measures used shall be at the sole discretion of the City Council, contingent upon the determination of the act of severity as to the disciplinary action to be imposed. Termination of this Agreement shall be governed according to the terms herein.

19. **INDEMNIFICATION.** Except for claims arising out of Tolsma's malfeasance in office, willful neglect of duty or bad faith, the City shall defend and indemnify Tolsma to the extent permitted or required by law.

20. **AMENDMENT.** Any amendment to this Agreement shall be in writing and shall be signed by the parties hereto.

21. **GENERAL PROVISIONS.**

- A. Acknowledgement of Reasonableness. The parties agree that the provisions in this Agreement are fair and reasonable.
- B. Entire Agreement. The text herein shall constitute the entire agreement between the parties hereto and shall supersede all prior oral or written agreements.
- C. Binding Effect. This Agreement shall be binding upon the parties.
- D. Waiver. The waiver of any breach of term or condition of this Agreement shall not be deemed a waiver of any other or subsequent breach whether like or different in nature.

- E. Headings. The captions contained herein are not part of this Agreement. They are included only for the convenience of the parties and shall not affect the construction or interpretation of any of its provisions.
- F. Governing Law. This Agreement shall be governed by the laws of the State of Minnesota. Any action arising out of this Agreement shall be venued in Anoka County, Minnesota.
- G. Effective Date. This Agreement shall become effective upon execution by the parties.
- H. Severability. If any provision or portion thereof contained in this Agreement shall be held unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected and shall remain in full force and effect.
- I. Nonassignability. This Agreement may not be assigned by any of the parties.
- J. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, City has caused this Agreement to be signed and executed on its behalf by the Mayor, and Tolsma has signed this Agreement, in duplicate, the day and year first written above.

CITY OF TONKA BAY

By: _____
Adam Jennings
Its Mayor

By: _____
Rachel Myskevitz
Its Deputy City Clerk

DANIEL TOLSMA

By: _____
Daniel Tolsma



MEMO

To: Mayor and City Council
From: Jessica Loftus, Interim City Administrator
Date: January 11, 2022
Re: Fee Schedule Discussion

Attached you will find the current 2021 Fee Schedule for review.

The City Council may wish to discuss proposed changes before preparing for approval at the next meeting.

Council Action Request

Discussion and direction to prepare Fee Schedule for 2022.

**CITY OF TONKA BAY
COUNTY OF HENNEPIN
STATE OF MINNESOTA**

ORDINANCE NO. 2021-034

AN ORDINANCE AMENDING SECTION 402, FEES

Section 1. THE CITY COUNCIL OF THE CITY OF TONKA BAY, MINNESOTA AMENDS SECTION 402 AS FOLLOWS:

402.01. Fee Schedule

All fees applicable to all licenses or permits from the City of Tonka Bay, Minnesota.

Type of Charge	Fee	Notes
<u>Alarm</u>		
Police	\$60.00	770.03, 770.06
Fire	\$175.00	770.11
<u>Administrative Citation Penalties</u>	Varies	270.01 – 270.11. See Appendix A.
<u>Amusement Devices</u>	\$15.00	410.04
<u>Assessment Search</u>	\$25.00	
<u>Cigarette Sales</u>	\$100.00	430.03
<u>City Hall Rental</u>		Room Reservation Application
Damage Deposit	\$300.00	
Up to Four Hours	\$50.00	
Additional Hour	\$10.00	
<u>Commercial Marinas</u>		520.11, 1023.02
Base Fee & Annual Renewal (Plus Per Slip Fee)	\$270.00	
Per Slip Fee	\$5.00	
<u>Copies Plus Tax</u>		
City Code	\$90.00	
Zoning Ordinance	\$100.00	
Zoning Map	\$20.00	
Sewer/Water Maps	\$15.00	
Audiotape Copy	\$25.00	
Comp. Land Use Map	\$20.00	

Copies of record (up to 100 B/W)	\$0.25	MN Stat. 13.03 subd. 3; copies not able to be printed at City Hall are subject to real cost and staff time
<u>De-Icing Permits</u>		De-Icing Permit Application
Permit	\$75.00	
Late Application	\$150.00	
<u>Demolition</u>		
Structure (Plus State Surcharge)	\$200.00	351.02
Escrow	\$500.00	263, 351.02
State Surcharge	\$1.00	MN Stat. 16B.70
<u>Dog Impoundment Fee</u>		741.06
<u>Two Day Minimum</u>		
First Pickup	\$55.00	
Second Pickup	\$85.00	
Third Pickup	\$125.00	
<u>Dog License</u>	\$20.00	741.03
<u>Excavation -ROW Plus Escrow</u>	\$ 150.00 400.00	301.11, 940.02
Escrow	\$5,000.00	263, 940.03
<u>Exterior & Fence Permit</u>	<u>Based on</u>	1001.01, 1011.05
<u>Zoning Review</u>	<u>Valuation</u>	
-	\$100.00	
	\$400	
<u>Fertilizer App License</u>	\$108.00	480.03.2
<u>Fill Permit Plus Escrow</u>		Filling and Excavation Permit Application
Security Deposit (Refund Upon Final Inspection & As built)	\$500.00	
10-50 Cubic Yards (Lakeshore Only)	\$55.00	
Over 50 Cubic Yards	\$90.00	
Escrow	\$300.00	263
<u>Gambling Investigation</u>	\$100.00	470.05
<u>Home Occupation Permit</u>	\$15.00	1014.03
<u>Inflow and Infiltration Certificate Application</u>	\$75.00	827
<u>Land Use Applications</u>		

Non-Conforming Use Permit	\$125.00	1011.01
Variance, plus Escrow	\$500.00 300.00	1004.03, 1004.05, 1030.11 subd. B
CUP, plus Escrow	\$500.00 300.00	1003.01
Pre-Planning Application	\$2000.00 400.00	
Preliminary Plat, plus Escrow	\$150.00	1030.4 subd. B
Rezoning, plus Escrow	\$150.00	
Simple Subdivision, plus Escrow	\$150.00	1030.1 subd. F
Street Vacation, plus Escrow	\$150.00	930
Subdivision, plus Escrow	\$150.00	1030
Planned Unit Development, plus Escrow	\$650.00	1006.03.1, 1006.05.4
Final Plat, plus Escrow	\$150.00	1030.09 subd. A
Engineering Fee	\$350.00	
<u>Administrative Appeal</u>	\$250.00 + \$1,500 <u>deposit</u>	<u>462.357, subd. 6.</u>
Park Dedication	Refer to Ordinance	1006.02 subd. 5-8, 1030.8
Escrow	\$1,500.00 <u>3000.00</u>	263
Legal Services Pass-Through Rate	\$235.00/hr	Per City Attorney Contract
<u>Liquor</u>		600.04
Investigation Fee	\$500.00	
Small Brewer License	\$250.00	
Brewer Taproom License	\$1,000.00	
Special Sunday Sale	\$200.00	
Consumption and Display Setup	\$300.00	
<u>On-Sale</u>		
Beer	\$500.00	
Intoxicating Liquor	\$5,544.00	
Wine	\$500.00	
<u>Off-Sale</u>		
Beer	\$240.00	
Intoxicating Liquor	\$240.00	
<u>Temporary License</u>		
On-Sale 3.2% Malt Liquor	\$250.00	
On-Sale Intoxicating Liquor	\$300.00	
Local Business	\$300.00	
On Public Property		
Non-Local Business	\$600.00	
On Public Property		
On Private Property	\$100.00	
<u>Mechanical Permit</u>		-
<u>Plus State Surcharge</u>		
Per Fixture	\$50.00	
Air Conditioner/Furnace	\$100.00	
State Surcharge	\$1.00	MN Stat. 16B.70

<u>Municipal Docks</u>		Municipal Dock Rental Policy
Bumper Material	\$5.00	
	Plus Tax	
Key Fob Security Deposit	\$25.00	
<u>Residents</u>		
Boat Slides	\$120.00	
Dock Spaces #2, #3	\$1,600.00	
Dock Spaces #4 through #49	\$2,000.00	
Canoe Rack	\$30.00	
<u>Non-Residents</u>		
Boat Slides	\$240.00	
Dock Spaces #2, #3	\$3,200.00	
Dock Spaces #4 through #49	\$4,000.00	
Canoe Rack	\$60.00	
<u>New Construction</u>		300.03
<u>Building Permits</u>		
Permit	Based on valuation	1997 State Building Code Fee Schedule +15%
Escrow	\$5,000.00	263
SAC	\$2,485.00	Metropolitan Council 810.03, 810.17
<u>Water Meter Fees (plus tax)</u>		
12 Gauge Tracer Wire Per Foot	\$0.30	
Blue Tracer Wire Box	\$30.00	
Ground Rod with 10 feet 14-Gauge Wire	\$60.00	
<u>Water & Sewer Connection*</u>		810.02, 810.03, 823.04, 823.05, 826.02
	\$3957.71	
Sewer	3,891.55	
	\$3830.29	
Water	3,766.26	
	\$1152.47	
Water Tower	1,133.21	
*Trunk Connection Rates per living unit for residential; and, equivalent for commercial as determined by the Metropolitan Council SAC, except as may be amended by City Council.		
<u>NSF Check</u>	\$30.00	MN Stat. 604.113 subd. 2
<u>Peddler Permit</u>	\$65.00	420.03.4
<u>Plumbing</u>		
Commercial	Based on valuation	1997 State Building Code Fee Schedule + 15%
<u>Residential (plus State Surcharge)</u>		-
1-5 Fixtures	\$75.00	-

Each Additional Fixture	\$10.00	-
State Surcharge	\$1.00	MN Stat. 16B.70
<u>Right of Way Obstruction</u>	\$100.00 150.00	301.11
<u>Right of Way Registration</u>	\$100.00	301.05
<u>Sewer Disconnect & Reconnect</u>		823.04, 826.02
<u>Plus State Surcharge</u>		
Residential	\$60.00 65.00	
Commercial	\$100.00	
State Surcharge	\$1.00	MN Stat. 16B.70
<u>Short Term Rental</u>	-	-
License	\$100.00	425.03 Subd. 4
First Violation	\$250.00	
Second Violation	\$500 + Revocation	
<u>Sign Permit</u>	\$75.00	330.02.11
<u>Special Events</u>		Special Event Permit Application
Damage Deposit	\$300.00	
Manitou Park Damage Deposit	\$1,000.00	
<u>Residents/Local Businesses</u>		
Athletic Event Using Streets or City Parking Lot	\$200.00	
Events on City Property (plus tax)	\$75.00	
Parade	\$30.00	
<u>Non-Residents/Non-Local Businesses</u>		
Athletic Event Using Streets or City Parking Lot	\$400.00	
Events on City Property (plus tax)	\$150.00	
Parade	\$60.00	
<u>Field/ Court Rental</u>		
Field (Baseball or Soccer)	\$10/day	
Sport Court (Tennis or Basketball)	\$10/day	
Ice Rink	\$10/day	
<u>Maintenance</u>		
Baseball	PW Hourly Wage x 3hrs	
Soccer	PW Hourly Wage x 5hrs	
Tennis	PW Hourly Wage	

		x 1hr	
	Basketball	PW Hourly Wage x .75hr	
	Ice Rink	PW Hourly Wage x 4hrs	
<u>Temporary Liquor License</u>			
	On Private Property	\$100.00	
	Local Business On Public Property	\$300.00	
	Non-Local Business On Public Property	\$600.00	
<u>Sprinkler System Connection Permit</u>			
	Less than 4 inch Pipe	\$215.00	
	6 inch Pipe	\$325.00	
	8 inch Pipe	\$430.00	
	12 inch Pipe	\$650.00	
<u>Tank Removal</u>			
		\$55.00	
<u>Temporary/Seasonal Sales</u>			
		\$75.00	1024 subd. 44
<u>Utilities-Quarterly Rates</u>			
	<u>Water</u>		810.06
	MN Water Testing Fee	\$2.43	
	Residential & Commercial Standard Flat Rate	\$78.09	
	0-15,999 gallons Per 1,000 gallons	\$7.54	
	16,000-30,999 Per 1,000 gallons	\$8.22	
	31,000-45,999 Per 1,000 gallons	\$8.91	
	More than 46,000 Per 1,000 gallons	\$9.59	
	<u>Sewer</u>		825.02, 825.05
	Residential & Commercial Standard Flat Rate	\$137.50	
Residential Usage	0-9,999 gallons Per 1,000 gallons	\$0.50	
	10,000-30,999 gallons Per 1,000 gallons	\$1.25	
	31,000-45,999 gallons Per 1,000 gallons	\$2.00	

Commercial Usage	46,000+ gallons Per 1,000 gallons	\$2.75	
	0-9,999 gallons Per 1,000 gallons	\$0.50	
	10,000+ gallons Per 1,000 gallons	\$5.00	
<u>Garbage/ Recycling</u>			830.07
	Garbage rate if not participating in recycling	\$77.18	
	Garbage rate if participating in recycling	\$37.20	
	Sr. citizen garbage rate if recycling	\$34.75	
	Recycling rate	\$36.50	
<u>Storm Water Drainage Fee</u>			840.02, 840.05
	Residential	\$3.75	
	Commercial		
		Based on square footage	
<u>Water Disconnect & Reconnect Plus State Surcharge</u>			
	Residential	\$65.00 60.00	
	Commercial	\$100.00	
	State Surcharge	\$1.00	MN Stat. 16B.70
<u>Water Hydrant Use Plus Water Usage Minimum 1 Month Use</u>			
		\$40.00 30.00	
<u>Water Meter Estimating Fee</u>			
		\$30.00	
<u>Water Meters With Radio (plus tax)</u>			810.17
	3/4 inch	\$175.00 160.00	
	3/4 inch connectors (\$12.40; need two)	\$24.00 20.00	
	1 inch	\$275.00 215.00	
	1 inch connectors (\$20.47.50; need two)	\$40.00 35.00	
	Radio Reader	\$185.00 135.00	
	Wire (per foot)	\$0.30 .25	

402.02 Refunds.

License fees shall not be refunded in whole or in part unless otherwise specified by this Ordinance Code or by law.

APPENDIX A

SCHEDULE OF OFFENSES AND FEES **ADMINISTRATIVE PENALTY SYSTEM**

General Rules of Administrative Fine System:

1. Each day a violation exists constitutes a separate offense.
2. Fees are due to the City within 10 days of the date of the citation.
3. A late payment charge of 10% of the fine amount, with a minimum of \$15, is required if not paid within 10 days from the date of the citation.
4. The City may collect unpaid fines by a special assessment to the property when the violation is related to a parcel of real property located within the City.
5. Failure to pay a fine or request a hearing may be punishable by criminal penalties.
6. Appeal hearings can be scheduled according to the terms provided in the City Code.
7. Where examples to any specific violation are given in this Appendix, such examples are only intended to serve as an illustration for the class of violations which will be subject to the various penalties. Nothing herein shall be interpreted as including an exhaustive list of applicable penalties, and the City may determine the appropriate level of penalty for a particular code violation with reference to the categories outlined herein.
8. The violation levels provided in this Appendix constitute guide only. The City may deviate from the prescribed levels outlined in this Appendix where the circumstances dictate. Any deviation from these levels shall be expressly outlined in the notice of violation, including the factors relied upon by the City in justifying such deviation.

Level One Violations \$50.00

- Minor or incidental inappropriate garbage/recycling/yard waste management.
- Local parking violations including, but not limited to, vehicle parked on grass, violation of permit parking restrictions, snow emergency violations, inappropriate RV storage.
- Animal issues including, but not limited to, barking dogs, unlicensed animals (under owner's control), excessive feces in the yard.
- Property condition including, but not limited to, tall grass, vegetation overflowing alley, adjacent public sidewalk not shoveled, minor exterior storage (junk in the yard or along alley).
- Loud parties, recreational fire violations.

Level Two Violations \$100.00

- Local parking violations including, but not limited to, parking in fire lanes, blocking access.
- Property maintenance violations including, but not limited to, peeling paint, eaves hanging, doors delaminated, fences collapsing.
- City code violations (not listed elsewhere) designated as a misdemeanor or petty misdemeanor, including violations of the City's zoning code. Includes erosion control, sight triangle violations, setback encroachments, excessively bright lights, being in a park after hours.
- Animals running-at-large (licensed), failure to follow restrictions for potentially dangerous animals.
- Sign regulation violations, unpermitted exterior display of merchandise.

- Missing address numbers visible from the street or alley

Level Three Violations \$150.00

- Unlicensed animal running-at-large.

Level Four Violations \$200.00

-

Level Five Violations \$400.00

The violation is a major infraction that involves unsafe conditions, constitutes a blighting influence on surrounding properties or neighborhood, involves neglect of property maintenance, or endangers life or property, supported by the enforcement officer's written justification.

- Failure to obtain a required permit or license (not listed elsewhere), includes rental without a license and creation of a 2nd dwelling unit in a structure without zoning approval;
- Failure to maintain or violation of a condition of approval for a conditional use permit;
- Home occupation violations;
- Excessive or habitual accumulations of garbage, rubbish or exterior storage of materials unrelated to a lawfully permitted construction or remodeling project;
- Unpermitted use of street right-of-way or boulevard encroachments; or
- Illegal occupancy of a basement, attic or other room with inadequate egress for sleeping purposes as required by any applicable law or rule.

Disorderly House:

- \$1,000 for conviction under Minnesota Statutes Section 609.33.

Repeat Violations:

Repeat violations occurring within 12 months are subject to double fees. Said violations are a new case involving the same violation (i.e. a second offence parking in a fire lane). Repeat violations are distinguished from continuing violations. Subsequent repeat violations occurring within 12 months are subject to a doubling of the preceding penalty.

Continuing Violations:

When situations which are subject to an administrative citation continue without resolution for more than a month despite repeat citations, an enforcement officer may issue a citation with a fee doubling the preceding penalty, not to exceed \$1000 for each offense.

Appeal Hearing Request fee:

Appeal Hearing Request Deposit fee: \$25 is due along with the appeal form. The fee is refundable as provided in the City Council's decision. In cases where a violation was found to have occurred, the City Council may apply the refund towards the citation payment as provided in the City Council's decision.

Special Assessment Charge:

A special assessment administrative charge of \$50.00 will be added for unpaid fine amounts that are specially assessed.

Section 3. EFFECTIVE DATE.

This ordinance shall take effect upon its adoption by the City Council and its publication in the City's official newspaper.

Adam Jennings, Mayor

ATTEST:

Kathy Laur, City Administrator

First Reading: January 12, 2021
Publication: January 21, 2021

**CITY OF TONKA BAY
PARK FACILITIES
RENTAL AGREEMENT**

THIS RENTAL AGREEMENT, entered into this _____ day of _____, 20____, by and between the _____, hereinafter called the “Renter”, and the City of Tonka Bay, hereinafter referred to as the “City”;

- 1) The City agrees to provide to the Renter the use of the facilities located at _____ (the facilities) for those date and times specifically set forth in the attached schedule approved by the City.

The Renter shall submit a ‘Field Rental Application’ form to the City for field scheduling and assignments at the discretion of the City. Applications will be reviewed no earlier than February 15th of each year. Final schedule notices will be communicated by March 15th of each year which after that time any remaining vacancies may be filled on an ongoing basis through the established rental process. After issuance of the final schedule, the Renter shall contact the City if it moves, postpones, or cancels an event. The City shall have the right to require that an event be moved, postponed, or cancelled if it spears that damage to the facility might result from its use due to inclement weather or other unsuitable conditions.

- 2) The Renter shall use the fields in the manner in which the fields were designed and for their intended purpose only. If the Renter wishes to use additional fields other than previously scheduled times for practices, tournaments, or any other event, it will contact the City for approval before using the fields.
- 3) The Renter shall be solely responsible for any required markings, or lining of field facilities. It shall also be responsible for the proper parking of spectators cars in designated areas and for proper crowd control; no cars or vehicles shall be permitted to park on grassy areas, in ‘no parking zones’, or to obstruct/interfere in any way access to any City building/property in case emergency vehicles are called out. As outlined in the Facility Use Agreement.
- 4) After each use of the facilities, the Renter agrees to clean up all trash and rubbish and leave the premises in a clean and orderly condition.
- 5) The Renter shall file a copy of a liability insurance policy naming the City as insured in the amount of \$500,000 with the Administrator, together with a signed copy of this agreement before using the facilities for any purpose or within 10 days of this notice, whichever occurs first.
- 6) In case of vandalism, of lack of control of the spectators, or violation of any terms of this contract by the Renter, the City shall be entitled to revoke use of the field by the Renter with a written notice. The Renter has the right to appeal to the City Council if it so desires.

- 7) If the Renter wishes to hold a tournament, it shall submit a special event permit application detailing the field(s) or rink(s) requested, tournament dates, tournament times, events, participants, insurance coverage, responsible party/contact (name/address/phone-work and home), availability of medical assistance, and any other pertinent information to the City. The City will verify if tournament date(s) requested conflict with any other City event(s) before approval is given. The Renter must provide a final schedule of events to the City one week prior to the tournament.

- 8) Field Reservations are only valid upon timely receipt of applicable rental fees, damage deposit, certificate of insurance and signed City of Tonka Bay Park Facilities Rental Agreement.

CITY OF TONKA BAY

RENTER

By: _____

By: _____

Title: _____

Title: _____

**CITY OF TONKA BAY
FIELD RENTAL APPLICATION**



Manitou Park has two ballfields referred to as the SW Ballfield and the NE Ballfield available for reservation.

Field rental rates apply as follows:

SW Ballfield	NE Ballfield
Park Open to 4pm: \$20/day	Park Open to 4pm: \$10/ day
4pm to Park Close: \$20/day	4pm to Park Close: \$10/ day

A damage deposit will be collected for all field rentals in the amount of \$250/ rental agreement issued. If the renter causes damage to any city property where repairs exceed the cost of their deposit, the renter agrees to pay the actual full cost to restore the city property. The City of Tonka Bay reserves the right to declare any city field or facility space unusable due to weather or other adverse conditions.

Complete field rental application packets will be reviewed no earlier than February 15th and field assignments will be communicated by March 15th. No incomplete applications will be reviewed. Within 10 days of notice of field assignments the city must receive in return from the renter a signed Field Rental Agreement, certificate of liability insurance as outlined in the Field Rental Agreement, damage deposit, and the applicable field rental fee payment.

APPLICANT INFORMATION		
Sponsoring Organization Name:		
Primary Contact Person:		
Address:	City:	Zip:
Phone:	E-mail:	
Name of Contact Person During Event:		
Phone:	E-mail:	

EVENT INFORMATION

Name of Event:

Type of Event (festival, athletic, etc.)

SW Manitou Ballfield

Park Open to 4pm Date(s) Requested:

4pm to Park Close Date(s) Requested:

*Attach additional schedule separately if needed

Estimated Attendance:

Schedule of Activities Attached? No Yes

NE Manitou Ballfield

Park Open to 4pm Date(s) Requested:

4pm to Park Close Date(s) Requested:

*Attach additional schedule separately if needed

Estimated Attendance:

Schedule of Activities Attached? No Yes

City of Tonka Bay Field Rental Application Use Agreement

In an effort to maintain safe conditions for all park patrons and insure that the City facilities are used appropriately, the City Tonka Bay has set in place the following regulations for the use of the City's facilities.

- Field or rink use will not be allowed until the city has received a completed field rental application, certificate of insurance, signed rental agreement, user fee and damage deposit.
- All Park Ordinances apply and users agree to adhere to them.
- All leagues, associations, or groups using the facilities must provide the City with a single contact that is to serve as the representative for the organization activities.
- No driving of motorized vehicles is allowed on the fields or green space. Individuals caught driving on the fields will be fined \$250.00 for each offense.
- It is the responsibility of the sports organization to clean up after events. If the City performs the cleanup, the sports organization will be charged for the time, materials and labor for this service.
- Users of the park are not allowed to make alterations to the facilities or terrain.
- Failure to follow these regulations will result in suspension of the use of the facilities and a fine in the event the city incurs costs due to damage, clean up or unauthorized use.
- Upon notice of field assignment, the Renter agrees to file a copy of a liability insurance policy naming the City as insured in the amount of \$500,000 with the Administrator.

It is the City's desire that all of the patrons who use the park facilities are able to enjoy the park system safely and conveniently. These regulations have been set in place to achieve this goal. By reading and acknowledging that the organization has read the regulations and agrees to adhere to them, continues the privilege of utilizing the park system.

I hereby certify that I am the primary representative for the league or group desiring use of the City's facilities and that I have read the above regulations and agree to conduct the activities in accordance to the regulations above. Furthermore, I acknowledge that failure to adhere to these regulations shall result in suspension of use of the facilities and I agree to be responsible for any costs due to damage, repairs or clean up that my organization may cause.

Name

Name of League/Association

Date

Contact Number

CITY OF TONKA BAY SEASONAL FIELD RENTAL APPLICATION



Manitou Park has two ballfields referred to as the SW Ballfield and the NE Ballfield available for reservation. This application applies to organizations that utilize the fields more than 30 days each year. Field rental rates are as follows:

	SW Ballfield	NE Ballfield
Spring/ Summer April 1 – July 30	\$6/ player	\$6/ player
Fall August 1 – October 30	\$6/ player	\$6/ player

A damage deposit will be collected for all field rentals in the amount of \$250/ rental agreement issued. If the renter causes damage to any city property where repairs exceed the cost of their deposit, the renter agrees to pay the actual full cost to restore the city property. The City of Tonka Bay reserves the right to declare any city field or facility space unusable due to weather or other adverse conditions.

Complete field rental application packets will be reviewed no earlier than February 15th for the spring/ summer season and June 30th for the fall season. No incomplete applications will be reviewed. Within 10 days of notice of field assignments the city must receive in return from the renter a signed Field Rental Agreement, certificate of liability insurance as outlined in the Field Rental Agreement, damage deposit, team rosters, a field use schedule and the applicable field rental fee payment.

APPLICANT INFORMATION		
Sponsoring Organization Name:		
Primary Contact Person:		
Address:	City:	Zip:
Phone:	E-mail:	

RENTAL INFORMATION

Name of Event:

Type of Event (festival, athletic, etc.)

SW Manitou Ballfield

Estimated Number of Players:

Date(s) for Field Use:

Final Rosters Attached? No Yes

Field reservations are not valid unless rosters and field use schedules have been received by the City.

Schedule of Activities Attached? No Yes

NE Manitou Ballfield

Estimated Number of Players:

Date(s) for Field Use:

Final Rosters Attached? No Yes

Field reservations are not valid unless rosters and field use schedules have been received by the City.

Schedule of Activities Attached? No Yes

City of Tonka Bay Field Rental Application Use Agreement

In an effort to maintain safe conditions for all park patrons and insure that the City facilities are used appropriately, the City Tonka Bay has set in place the following regulations for the use of the City's facilities.

- Field or rink use will not be allowed until the city has received a completed field rental application with rosters and schedule, certificate of insurance, signed rental agreement, user fee and damage deposit.
- All Park Ordinances apply and users agree to adhere to them.
- All leagues, associations, or groups using the facilities must provide the City with a single contact that is to serve as the representative for the organization activities.
- No driving of motorized vehicles is allowed on the fields or green space. Individuals caught driving on the fields will be fined \$250.00 for each offense.
- It is the responsibility of the sports organization to clean up after events. If the City performs the cleanup, the sports organization will be charged for the time, materials and labor for this service.
- Users of the park are not allowed to make alterations to the facilities or terrain.
- Failure to follow these regulations will result in suspension of the use of the facilities and a fine in the event the city incurs costs due to damage, clean up or unauthorized use.
- Upon notice of field assignment, the Renter agrees to file a copy of a liability insurance policy naming the City as insured in the amount of \$500,000 with the Administrator.

It is the City's desire that all of the patrons who use the park facilities are able to enjoy the park system safely and conveniently. These regulations have been set in place to achieve this goal. By reading and acknowledging that the organization has read the regulations and agrees to adhere to them, continues the privilege of utilizing the park system.

I hereby certify that I am the primary representative for the league or group desiring use of the City's facilities and that I have read the above regulations and agree to conduct the activities in accordance to the regulations above. Furthermore, I acknowledge that failure to adhere to these regulations shall result in suspension of use of the facilities and I agree to be responsible for any costs due to damage, repairs or clean up that my organization may cause.

Name

Name of League/Association

Date

Contact Number

Proposed Fee Changes to Inflow and Infiltration Point of Sale Inspection Program

Currently, the City of Tonka Bay requires residents selling a home to submit a professional sewer service line scoping/televising video along with an application and \$75 payment for a Certificate of Inflow & Infiltration (I & I). This is needed before closing on a property. The Public Works Superintendent views the televised lines and approves the I & I certification. The ordinance requiring an I & I inspection was passed in early June of 2020. When the inspection does not initially pass, the Public Works Superintendent is required to re-examine the issue and work with the applicant until a remedy is reached. When accounting for the Public Works Superintendent's time spent throughout the review process, the additional time spent by staff at City Hall to process the permit application and to collect fees, the cost to the city often exceeds the current permit cost of \$75.

Below is a comparison of how Tonka Bay aligns with other local municipalities who also require and inflow and infiltration inspection and certification at the point of sale:

Orono \$250 residential, \$750 commercial

Golden Valley \$250 residential, \$750 commercial

Duluth \$205 residential

Mounds View \$150

Tonka Bay \$75

Referencing an October 2021 discussion with Robin Bowman, the former Public Works Superintendent, when asked about worst case scenario he stated that he could at times spend 2-3 hours responding to I & I certifications that are problematic and front office staff could spend an additional 1-3 hours processing those applications and payments. During a typical transaction, average staff time between the Public Works Superintendent and front office staff was estimated to be approximately 1.5 billable hours. It is my recommendation that we amend our fee schedule to reflect market rate for the I & I inspection program and add an additional category for commercial properties.