

CITY OF TONKA BAY
AGENDA
October 12, 2021
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 Regular City Council Meeting from September 28, 2021
- B. Minutes of the Budget Workshop Meeting from September 28, 2021

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

6. SPECIAL BUSINESS

7. PUBLIC HEARINGS

8. OLD BUSINESS

- A. Resolution 21-24 150 Wildhurst – Tom Ramler-Olson
- B. 100 West Point Road/15 Fairhope Ave. – Nick Preisler/Andrew Biggerstaff

9. NEW BUSINESS

- A. Amend City Administrator Contract – Kathy Laur
- B. Change in Permit Application Review and Issuance Procedure – Kristin Viger

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

12. REPORTS

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

13. ADJOURNMENT

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| <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> |
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**DRAFT MINUTES
TONKA BAY CITY COUNCIL
REGULAR MEETING
SEPTEMBER 28, 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 Deputy City Clerk Myskevitz, City Planner Ramler-Olson, City Engineer Preisler and City Attorney Biggerstaff.

3. APPROVAL OF AGENDA

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

4. CONSENT AGENDA

- A. Minutes of the Regular City Council Meeting from September 14, 2021**
- B. Minutes of the Budget Workshop from September 14, 2021**
- C. Resolution 21-22 40 Willow Woods Drive**

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

5. MATTERS FROM THE FLOOR

None.

6. SPECIAL BUSINESS

None.

7. PUBLIC HEARINGS

None.

8. OLD BUSINESS

A. 81-87 Wildhurst Road – Nick Preisler

Ramler-Olson explained the proposal to sub divide the property at 81-87 Wildhurst Road. He gave details on the existing survey and the proposed conditions. The proposed subdivision shows the lot being split between the principal structures, generally oriented north-south and thereby creating a western lot, an area of about 16,528 square feet, and an eastern lot, area of about 42,791 square feet. The proposed subdivision would result in two non-conforming lots. Approvals required

are preliminary and final plat, variance for substandard R-2A lot area and variance for a lot having no frontage along ROW. The applicant has inquired about reviewing the request as a simple subdivision, which would allow the City Council to exempt the subdivider from complying with any procedural requirements of the Subdivision Ordinance that are deemed appropriate. The applicant has also asked if a variance from Section 1030.01.F.1 could be granted so that the proposed creation of two non-conforming lots could be reviewed as a simple subdivision. Based on review of the Zoning Ordinance and the facts presented, staff has concluded that the proposed subdivision must go through the full platting process. Potential action by council could be 1.) Motion to waive the platting requirements in Section 1030 that would alter the standards to proceed as a simple subdivision 2.) Direct staff to explore amendments to Section 1030 that would alter the standards for different types of subdivisions 3.) Direct staff to proceed with the platting requirements as currently stated in section 1030.

Connelly asked if there were similar sized lots in the city as the proposed western lot. Ramler-Olson said it was not uncommon.

Jennings asked if most of the larger eastern lot was unbuildable. Preisler responded that there is wetland in the rear of the lot and adjacent to the wetland the topography is quite steep.

LaBelle said he visited the site and conceptually it makes a lot of sense for all involved. He would like to see a simple subdivision in order to accomplish what needs to be done and supports the Johnson's requests.

Viger also visited the site and believes that a hardship does exist and that the plan requirements of the ordinance could be waived. She said the structures already exist and this is just cleaning it up for everybody.

It was further discussed and concluded to simplify the process and allow the application to proceed with a simple subdivision.

Anderson moved to approve to waive the planning requirements of Section 1030 and allow applicant to proceed with a simple subdivision. Connelly seconded the motion. Ayes: Anderson, Connelly, LaBelle, Viger, Jennings. Motion carried.

B. City Hall Roof

Myskevitz briefed council on the various roof bids received. Tonka Roofing does not think it needs to be replaced, instead it should be cleaned and treated. It was discussed and decided since the roof did not need to be immediately replaced, to table the discussion until next year when the funds were being budgeted for.

C. Variance Request for 150 Wildhurst – Adam Jennings

Jennings summarized the discussion at the last council meeting regarding the patio at 150 Wildhurst Road. He believes a compromise can be reached that works for all parties involved. Jake Steen from Larkin Hoffman spoke on the resident Kris Terp's behalf. He stated that they will remove the grill from the top of the patio and in turn, they would ask the city to approve the other variance requests. Viger asked for clarification of where the grill would be moved to because if it is moved to the north side of the house, they are already asking for a setback variance there. LaBelle visited the site and was under the impression that the grill would be moved to the lakeside of the patio, not to the side of the house. Jennings was under the same impression. Placement of the grill was further discussed. Connelly expressed his concern that what was built was not what was applied for. He feels that he did not follow the rules as they are written. LaBelle does not disagree with Connelly; however, he and Jennings both agree that the city issued the permit erroneously and now a compromise is necessary. Viger believes that they are asking for more than originally permitted for and doesn't agree that it should be approved as is. Jennings would like for it just to get done and move on. Viger asked if that means the new proposed paver driveway is included in the approval. Jennings replied that he is okay with it.

Anderson moved to direct staff to prepare a resolution of approval for the requested variances for a raised patio, to have a setback distance of 2.7 feet from the south side property line, a setback distance of 5.1 feet from the north side property line and a lake side setback of 73.6 feet from the OHWL and for the lot to have an impervious cover amount of 39.8 percent for the property located at 150 Wildhurst Road based upon the findings of fact in the report, as well as the condition of moving the grill from its current location to a more suitable location. LaBelle seconded the motion. Ayes: Anderson, LaBelle, Jennings. Nays: Connelly, Viger. Motion carried.

9. NEW BUSINESS

A. Ordinance 21-07 Amendment to Fire Lane – Andrew Biggerstaff

Biggerstaff explained the memo regarding the ordinance amendment seeking to clarify the permitted use of the fire lane areas due to use that was inconsistent with the intent and purpose of the city's maintenance of those areas. LaBelle asked if the public

safety department has reviewed the changes to make sure they agree and can act on any violations. Biggerstaff replied that he believes Chief Meehan did review it. Anderson explained the various other uses of the boat launch he has seen and his concerns regarding the types of activity he has witnessed at the launch.

Anderson moved to waive the second reading and adopt Ordinance 21-07, an Ordinance amending Section 906 of the Tonka Bay City Code related to fire lanes and related uses. Connelly seconded the motion. Ayes: Anderson, Connelly, LaBelle, Viger, Jennings. Motion carried.

B. Actuators for the Water Treatment Plant – Robin Bowman

Bowman requested to replace 13 actuators in the water plant. Preisler explained the function of the water actuators and why they need to be replaced. He also explained the American Rescue Plan Act and what the funds could be used towards.

Anderson moved to approve the quote from Vessco Inc. in the amount of \$62,380.78 for the replacement and installation of 13 actuators in the water plant. Connelly seconded the motion. Ayes: Anderson, Connelly, LaBelle, Viger, Jennings. Motion carried.

C. Proposals for Lime By-Product Removal

Bowman requested council approve the lime by-product removal by Burn's Excavating for 2021, 2022 and 2023.

Anderson moved to enter into an agreement with Burn's Excavating Inc. for the extraction and removal of the lime by-product at a price of \$6000 for 2021, 2022 and 2023. Connelly seconded the motion. Ayes: Anderson, Connelly, LaBelle, Viger, Jennings. Motion carried.

D. 2022 Preliminary Budget and Tax Levy

Myskevitz read the memo regarding the 2022 Preliminary Budget and Tax Levy.

Anderson moved to adopt Resolution #21-23 adopting the preliminary budget and preliminary tax levy collectible in 2022 of \$1,159,973.00 for the General Fund and \$75,271.00 for Capital Improvement Plan, totaling \$1,235,244.00. LaBelle seconded the motion. Ayes: Anderson, Connelly, LaBelle, Jennings. Nays: Viger. Motion carried.

10. MATTERS FROM THE FLOOR

None.

11. REPORTS

- A. Administrator's Report –
Formal cancellation of the proposed September 29, 2021 Budget Workshop meeting.

Anderson moved to cancel the proposed September 29, 2021 Budget Workshop meeting. Connelly seconded the motion. Ayes: Anderson, Connelly, LaBelle, Viger, Jennings. Motion carried.

- B. Jeff Anderson – Finance, Fire Lanes and Public Access, Technology –
Anderson expressed concerns about people parking on the backside of Manitou off Lilah Lane.
- C. Kristin Viger – Parks and Docks, Sanitation and Recycling –
Viger asked Preisler the status update of the dock expansion and the Manitou Park parking lot resurfacing.
- D. Tim Connelly – EFD, Commercial Marinas, LMCD –
No report.
- E. Bill LaBelle – Building Inspection, Municipal Buildings and Grounds –
LaBelle asked Preisler about the Manitou Park parking lot resurfacing and if the park expansion would affect it.
- F. Attorney's Report –
No report.
- G. Adam Jennings – SLMPD, Administration, Public Works, Employee Advisory Board –
No report.

12. ADJOURNMENT

There being no further business, Anderson moved to adjourn the meeting at 8:45 pm. Connelly seconded the motion. Ayes: Anderson, Connelly, LaBelle Viger, Jennings. Motion carried.

Adam Jennings, Mayor

Attest:

Kathy Laur, City Administrator

**DRAFT MINUTES
TONKA BAY CITY COUNCIL
BUDGET WORKSHOP
SEPTEMBER 28, 2021**

1. CALL TO ORDER

The Budget Workshop meeting of the Tonka Bay City Council was called to order at 6:00pm.

2. ROLL CALL

Members present: Mayor Jennings, Councilmembers Anderson, Connelly, LaBelle and Viger. Also present were City Treasurer Spoerner and City Deputy Clerk Myskevitz.

3. DISCUSS 2022 BUDGET

The proposed 2022 General Fund was discussed with members of the council and City Treasurer Spoerner.

LaBelle moved to approve the 2022 levy of \$1,235,244.00. Connelly seconded the motion. Ayes: Anderson, Connelly, LaBelle, Jennings. Nays: Viger. Motion carried.

4. ADJOURNMENT

There being no further business, Connelly moved to adjourn the meeting at 7:00 pm. Viger seconded the motion. Ayes: Anderson, Connelly, LaBelle, Viger, Jennings. Motion carried.

Adam Jennings, Mayor

Attest:

Kathy Laur, City Administrator

RESOLUTION NO. 21-24

A RESOLUTION APPROVING VARIANCES FOR THE CURRENT RAISED PATIO TO HAVE A SIDE YARD SETBACK OF 2.7 FEET FROM THE SOUTH SIDE PROPERTY LINE, A SIDE SETBACK OF 5.1 FEET FROM THE NORTH SIDE PROPERTY LINE, AND A LAKESIDE SETBACK DISTANCE OF 73.6 FEET, AND FOR THE SUBJECT PROPERTY TO HAVE AN IMPERVIOUS COVER AMOUNT OF 39.8 PERCENT AT 150 WILDHURST RD – PID: 28-117-23-24-0040

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, Jacob Steen (“Applicant”) submitted an application on behalf of Kris Terp (“Property Owner”) who owns the property located at 150 Wildhurst Road (“Property”), which is legally described as follows:

The South 33 1/3 feet of the North 66 2/3 feet of Lot 7; and the North 15 feet of the South 133 1/3 feet of Lot 7, all in Wild Hurst, Hennepin County, Minnesota; and

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

WHEREAS, the Applicant requested the following:

- A variance for a north side yard setback of 5.1 feet for the current raised patio feature on the lakeside of the home
- A variance for a south side yard setback of 2.7 feet for the current raised patio feature on the lakeside of the home
- A variance for a lakeside setback of 73.6 feet for the current raised patio feature on the lakeside of the home
- A variance for an impervious cover amount of 39.8 percent

WHEREAS, Thomas Ramler-Olson, Assistant City Planner, and Nick Preisler, City Engineer, issued a report dated September 9, 2021 on the application prepared and submitted by the Applicant, analyzing the requests made in relation to city ordinance criteria and made recommendations if the requests were approved by the City Council; and

WHEREAS, the City Council reviewed the request on September 14, 2021 and held a public hearing, following the required notices and publication; and

WHEREAS, the City Council, following the public hearing and deliberation on the variance requests, directed staff to prepare a resolution for their consideration, and having

considered the application, the staff report, and the resolution prepared by staff, makes the following findings of fact:

1. The subject property is zoned R-1A and within the Shoreland Overlay District.
2. The existing lot is a lawful nonconforming lot due to its unique size and its inability to meet the minimum lot width and lot area requirements established in the Zoning Code. The lot area is approximately 13,044 square feet.
3. The existing home on the lot encroaches into the side yard setbacks.
4. The patio was constructed in general conformance with a building permit issued by the City of Tonka Bay on or around April 2020.
5. The patio is similar to other features commonly found in lakeside yards within the neighborhood.
6. The patio was constructed to run the entire width of the existing principal structure on the property.
7. The patio was constructed in general conformance with the specifications listed in the building permit application.
8. The property received prior approval in 1999 to construct a lakeside deck that encroached into the lakeside setback for a setback distance of 78 feet. The deck approved in 1999 was smaller than the newly constructed deck, but both were located in the same general location.
9. The lot was previously approved in 2002 for an impervious cover amount of 32.6 percent, or 4,252 square feet.
10. The total impervious surface coverage on the lot following construction of the deck is 5,197 square feet, an increase of 7.2 percent over the previously approved amount.
11. The Property Owner has proposed to construct a new driveway using a design that acts as an on-site stormwater treatment feature. While the Zoning Code treats this as "impervious surface" coverage, the effect of installing this improvement is to provide on-site treatment of stormwater runoff generated by the increased hardcover. Following installation of this improvement, the effective impervious coverage of the lot will be 30 percent, or 3,913 square feet.

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:

- A variance for a north side yard setback of 5.1 feet for the current raised patio feature on the lakeside of the home
- A variance for a south side yard setback of 2.7 feet for the current raised patio feature on the lakeside of the home
- A variance for a lakeside setback of 73.6 feet for the current raised patio feature on the lakeside of the home
- A variance for an impervious cover amount of 39.8 percent

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

1. The site will be in substantial conformance with the plans presented at the September 14, 2021 City Council meeting.
2. The Property Owner must move the grill from its current location on the north end of the raise patio to a different location permitted by the zoning code and that also does not block the view of the owners of the abutting lots.
3. The Property Owner must obtain all other permits as may be required.
4. The Property Owner shall comply with all applicable federal, state, and local laws, rules and ordinances.
5. The Property Owner must adhere to and remain in compliance with the requirements of this Resolution, applicable performance standards, and such other requirements as may apply.
6. All conditions of the requests must 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.
7. This Resolution is subject to the condition that all representations, written and oral, made by the Applicant and their agents and representatives to the City contained in and concerning the Applicant's application for the requests must have been true, complete and accurate at the time they were made, and that they remain true and accurate for the duration of the variances.
8. By undertaking the activities approved by the requests, the Property Owner agrees to all conditions.
9. The patio may not be improved in any manner which blocks the views of the owners of the abutting lots.
10. Failure to comply with any conditions of this Resolution may result in its revocation.

PASSED AT A REGULAR MEETING of the Tonka Bay City Council this 12th day of October, 2021.

Motion introduced by _____ and seconded by _____.

Roll call vote:

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

Adam Jennings, Mayor

ATTEST:

Kathy Laur, Administrator

EMAIL FROM CITY ENGINEER NICK PREISLER

Attached are three things that will be the basis of the discussion below.

- 1.) Estimated setback at 100 West Point: *Setback = 52'*
- 2.) Estimated setback at 25 Fairhope: *Setback = 67'*
- 3.) Estimated retaining wall setback at 15 Fairhope: *Setback = 64'*
- 4.) Email from 15 Fairhope

I visited Dolly Lowery at 100 West Point the afternoon of October 5, 2021 and took several measurements of the property. Ms. Lowery's concerns were the following: (My responses to them are included in red)

- 1.) Is the retaining wall built across her property line?
 - a. *The property line was located prior to my arrival at the site, and I can't verify that it is perfectly accurate. However, the location of the property line appeared to be staked by a survey company and was consistent the entire length. From my standpoint, this seemed to be a reasonably accurate property line location. The staked property line shows that the wall was NOT constructed across the property line and the wall appeared to be entirely on the neighboring property at 15 Fairhope.*
- 2.) Does the retaining wall and new trees planted on top of the retaining wall violate the VIE provisions? There are two spots of the VIE ordinance to look at.
 - d) Visually-Impairing Elements (VIE).
 1. No person shall cause to exist, or shall maintain, any Visually-Impairing Element which includes:
 - a. An area consisting of five feet from a property line **and** within 50 feet of the ordinary high water level or
 - b. The average setback of the two adjacent riparian principal structures on either side of a parcel.
 - i. *The retaining wall location is shown on attachment #3. The retaining wall is approximately 64' from the ordinary high-water line so item "a" above does not apply. The average setback of the two adjacent principal structures is 59.5' (average of 67' and 52'). Since the retaining wall is setback 64' which is further than the minimum setback of 59.5' it does not violate item "b" either.*

2. All property owners within the City shall be required to, within these areas, maintain all privately-planted vegetation. VIE shall be restricted according to the location as follows:
 - a) Front yard: VIE in the front (lakeside) yard between the shoreline and the greater of the building line of the house or fifty (50) feet, shall be no more than three (3) feet in height. VIE located within the buildable area of the lot and at least fifty (50) feet from the shoreline may be up to six (6) feet in height.
 - b) Side yards: six (6) feet maximum.
 - c) Rear yard: four (4) feet maximum. For riparian lots whose rear yards face County Road 19 (Manitou Road) rear yard VIE may be constructed to a maximum of six (6) feet.
3. Failure to comply with this section shall constitute a public nuisance pursuant to Tonka Bay City Code Section 1130 and Minn. Statute 609.74.
 - ii. Item "a" is what we are focused on here. The retaining wall is 27" in height and the trees planted on top are approximately 4'-5' tall making the entire height about 6'-7' tall. Item "a" is violated because the trees alone are taller than the 3' height allowed between the building line and the shoreline.

City Administrator Kathy Laur received an email from the property owner at 15 Fairhope making an argument that what was planted is less obstructive than what previously existed. If you look at those pictures it is telling in that you can't see Ms. Lower's house (100 West Point) in the before picture because it is entirely blocked by a large pine tree. But in the after picture, you can clearly see the house.

So, we have established that the new trees do appear to violate the VIE. The adjacent property owner established that the planted vegetation was a replacement for what was there, and the new vegetation is less obtrusive than the old. If the City wants to take enforcement action against 15 Fairhope, then I think there are some things to consider first:

1. Do non-conforming rights apply to any of the trees on 15 Fairhope Avenue? Specifically, the ones planted PRIOR to the adoption of the VIE ordinance.
2. Secondly, if the property owner removed trees and replaced them with smaller trees in a similar location would those new trees also hold non-conforming rights. I do not know the answer to those questions, but I do believe it is something the City should consider further before taking any action one way or another.



Hennepin County Property Map

Date: 10/6/2021



PARCEL ID: 2111723410018

OWNER NAME: R Lowery & E Lowery

PARCEL ADDRESS: 100 West Point Rd, Tonka Bay MN 55331

PARCEL AREA: 0.69 acres, 29,847 sq ft

A-T-B: Torrens

SALE PRICE: \$400,000

SALE DATA: 07/1997

SALE CODE: Excluded From Ratio Studies

ASSESSED 2020, PAYABLE 2021

PROPERTY TYPE: Residential

HOMESTEAD: Homestead

MARKET VALUE: \$1,982,000

TAX TOTAL: \$26,336.90

ASSESSED 2021, PAYABLE 2022

PROPERTY TYPE: Residential

HOMESTEAD: Homestead

MARKET VALUE: \$2,057,000

Comments:

This data (i) is furnished 'AS IS' with no representation as to completeness or accuracy; (ii) is furnished with no warranty of any kind; and (iii) is not suitable for legal, engineering or surveying purposes. Hennepin County shall not be liable for any damage, injury or loss resulting from this data.

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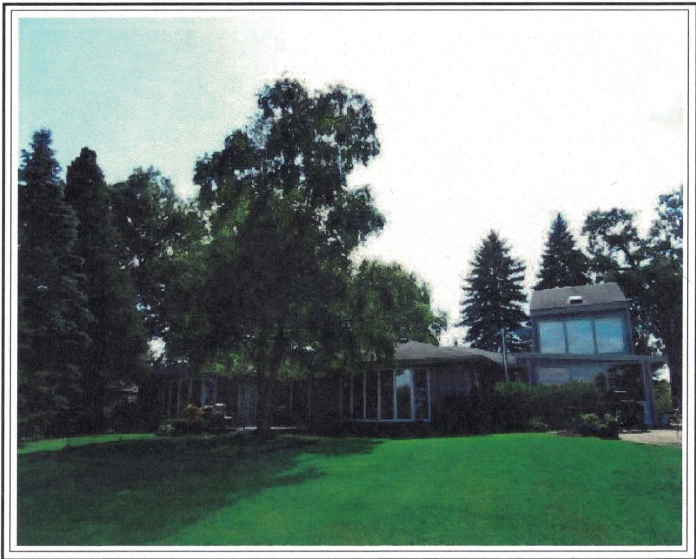
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Picture taken Summer 2019



Picture taken Fall 2021





MEMO

To Mayor and City Council
From Kathy Laur, City Administrator
Date October 12, 2021
Re Amend City Administrator Contract

When I was offered the City Administrator position back in October 2019, I didn't accept the benefits package offered. I requested two things; that the salary be increased by \$5,000 and that I didn't lose a week of vacation in my second year. I had a generous amount of vacation days from my previous employer, and I didn't want to lose those when I came to Tonka Bay. It didn't make sense to me that I would lose a week of vacation in my second year. I was adamant about that. Oksana, who had been on the job for six months, mediated the negotiations between Gerry and me. When all was said and done, I was told by Oksana that everything was worked out with Gerry, and we were good to go. She sent over the contract and here I am today.

I scheduled my vacations this year under the assumption that I had five weeks (200 hours). In September Carol told me I only had four (160 hours), I told her that was a mistake and that I had five. Well, as it turns out I only have four.

I'm asking the council to amend my contract to reflect five weeks (200 hours) a year of vacation time.

Thank you for your consideration.

Attachments

City Administrator Contract
The Amended Portion

Staff Recommendations

None

Council Action Required

Motion

**FIRST AMENDMENT TO
EMPLOYMENT AGREEMENT**

WHEREAS, the City of Tonka Bay (the “City”) and Kathy Laur (the “Employee”) entered into an employment agreement (the “Agreement”) on April October 4, 2019, a copy of which Agreement is attached hereto as Exhibit A; and

WHEREAS, the parties thereto wish to amend the Agreement through this First Amendment (the “First Amendment”) with regard to seniority and vacation time; and

WHEREAS, Section 5 of the Agreement outlines the seniority level to be used for calculation of employment benefits, including vacation time, in accordance with the City’s Personnel Policy; and

WHEREAS, Section 7 of the Agreement provides that the Employee is entitled to 160 hours of vacation time in the second through fifth years of employment, subject to satisfactory annual performance reviews; and

WHEREAS, the parties desire to modify the calculation of vacation time under the Agreement based on the terms of this First Amendment.

NOW, THEREFORE, based on the mutual considerations presented herein, the parties agree as follows.

1. **Section 5.** The Parties agree that Section 5 of the Agreement is hereby amended by deleting the ~~stricken~~ and inserting the double-underlined language as follows:

5. SENIORITY. For purposes of employment benefits such as sick leave, ~~vacation leave,~~ and the like, but excluding vacation time and salary, Employee will be credit with having the equivalent of 5 years of employment with the City upon his/her first day of employment.

2. **Section 7.** The Parties agree that Section 7 of the Agreement is hereby amended by deleting the ~~stricken~~ and inserting the double-underlined language as follows:

7. VACATIONS. Effective upon Employee’s first day of employment, Employee shall be credited with 80 hours of accrued vacation leave. In addition, Employee shall accrue vacation leave in accordance with the City’s personnel policies.

Notwithstanding the vacation accrual outlined in the City’s personnel policy, Employee and Employer agree that Employer will conduct a one-year performance review of Employee. If the Employee receives a satisfactory performance review, Employer shall credit Employee with ~~160~~ 200 hours of vacation time annually in years 2 through 5 of this Agreement. Vacation time shall be accrued as provided in the City’s personnel policy, except that each respective allocation of vacation time shall be modified to reflect the increase provided herein.

3. The modifications to vacation time accrual contained in this First Amendment shall be effective retroactive to January 1, 2021.

EMPLOYER - CITY OF TONKA BAY

EMPLOYEE - CITY ADMINISTRATOR

Mayor, Adam Jennings

Kathy Laur

Date

Date

EXHIBIT A
EMPLOYMENT AGREEMENT

EMPLOYMENT AGREEMENT

AGREEMENT made this 4 day of October, 2019 by and between the City of Tonka Bay a Minnesota municipal corporation ("Employer"), and Kathy Laur ("Employee").

The parties agree as follows:

1. **POSITION.** Employer agrees to employ Employee as City Administrator. Employee agrees to serve as City Administrator in accordance with State statutes, City ordinances and the Code of Ethics of the International and Minnesota City/County Management Associations, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

2. **TERM.** This Agreement shall be effective as of the date indicated above, and shall continue indefinitely unless or until earlier terminated as provided in paragraph 18 below. Employee shall remain in the exclusive employment of the Employer during the term of this Agreement. For the purposes of this section, "exclusive employment" shall exclude any teaching, writing, speaking, or military reserve service undertaken by Employee during his/her non-work hours.

3. **PENSION PLAN.** Employer shall contribute to PERA as required by State law for Employee or an alternate pension plan, if selected by Employee, authorized by State law.

4. **SALARY.** Employer shall pay Employee a base salary at step 1 per year starting at \$65,000.00. Employer and Employee agree that an initial performance review will be conducted on Employee after six (6) months and annually thereafter. The Employer agrees to consider an increase in compensation to the Employee dependent upon the results of the performance evaluation.

5. **SENIORITY.** For purposes of employment benefits such as sick leave, vacation leave, and the like, but excluding salary, Employee will be credited with having the equivalent of 5 years of employment with the City upon his/her first day of employment.

6. **SICK LEAVE.** Effective upon Employee's first day of employment, Employee shall be credited with 60 hours of accrued sick leave. In addition, Employee shall accrue sick leave in accordance with the City's personnel policies.

7. **VACATIONS.** Effective upon Employee's first day of employment, Employee shall be credited with 80 hours of accrued vacation leave. In addition, Employee shall accrue vacation leave in accordance with the City's personnel policies.

Notwithstanding the vacation accrual outlined in the City's personnel policy, Employee and Employer agree that Employer will conduct a one-year performance review of Employee. If the Employee receives a satisfactory performance review, Employer shall credit Employee with 160 hours of vacation time in years 2 through 5 of this Agreement. Vacation time shall be accrued as provided in the City's personnel policy, except that each respective allocation of vacation time shall be modified to reflect the increase provided herein.

8. **HOLIDAYS.** Employer shall provide Employee the same holidays as enjoyed by other non-union employees.

9. **GENERAL INSURANCE.** Employer shall provide Employee access to the same group hospital, medical, dental, life and disability insurance benefits as are provided to all other non-union employees. As of the effective date of this Agreement, the Employee has elected to voluntarily waive participation in the Employer's group medical insurance plan.

10. **DUES AND SUBSCRIPTIONS.** Employer shall budget and pay the professional dues and subscriptions for Employee which are deemed reasonable and necessary for Employee's continued participation in national, regional, state and local associations necessary and desirable for Employee's continued professional participation, growth and advancement.

11. **PROFESSIONAL DEVELOPMENT.** Employer shall budget and pay necessary and reasonable registration, travel and subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other committees thereof which Employee serves as a member. Employee shall use good judgment in his/her outside activities so he/she will not neglect his/her primary duties to the Employer. Although not exhaustive, examples of professional development activities include: the International City/County Management Association, Minnesota City/County Management Association, League of Minnesota Cities, Economic Development Association of Minnesota, and Ehler's Public Finance Conference.

12. **CIVIC CLUB MEMBERSHIP.** Employer recognizes the desirability of representation in and before local civic and other organizations. Employee is authorized to become a member of such civic clubs or organizations as deemed appropriate by Employee and Employers, and at Employer's expense.

13. **AUTOMOBILE.** Employer shall reimburse Employee reasonable miscellaneous job-related expenses which it is anticipated Employee will incur from time to time when provided appropriate documentation.

14. **CELL PHONE.** Employer shall reimburse Employee \$100 each quarter for the use of a personally-owned cell phone for job-related expenses.

15. **GENERAL EXPENSES.** Employer shall reimburse Employee reasonable miscellaneous job-related expenses which it is anticipated Employee will incur from time to time when provided appropriate documentation.

16. **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 Employee that additional compensation and compensatory time shall not be allowed for such additional expenditures of time. It is further understood that Employee may absent themselves from the office to a reasonable extent in consideration of extraordinary time expenditures for evening and weekend meetings at other than normal working hours.

17. **TERMINATION BENEFITS.** In the event that Employee is terminated by the Employer during such time that Employee is willing and able to perform the duties of City Administrator, then in that event, Employer agrees to pay Employee at the time of receipt of his/her 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 9 for a period of four (4) months following termination. However, in the event Employee is terminated because of his/her malfeasance in office, gross misconduct, conviction for a felony, or conviction for an illegal act involving personal gain to Employee, then Employer shall have no obligation to pay the termination benefits.

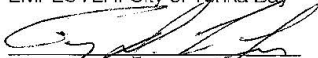

If Employer at any time during the employment term reduces the salary or other financial benefits of Employee in a greater percentage than across-the-board reduction for all non-union employees, or if Employer refuses, following written notice, to comply with any other provisions of this Agreement benefiting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

If Employee voluntarily resigns their position with Employer, Employee agrees to give the Employer thirty (30) days advance written notice. If Employee voluntarily resigns their position with Employer, there shall be no termination pay due to Employee.

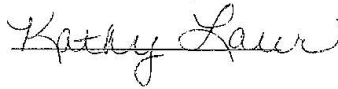
18. **GENERAL CONDITIONS OF EMPLOYMENT.** Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employer to terminate the services of Employee at any time for any reason, subject only to the provisions of this Agreement and statutory requirements. Furthermore, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from their position with Employer, subject only to the provisions of this Agreement.

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

EMPLOYER: City of Tonka Bay


Gerry De La Vega, Mayor

Oksana Maher, Deputy City Clerk

EMPLOYEE:





MEMO

To Mayor and City Council
From Kristin Viger, Councilmember
Date October 12, 2021
Re Change in Permit Application Review and Issuance Procedure

Currently, the City of Tonka Bay requires residents to obtain permits prior to changing the use of land, demolishing buildings, constructing, or improving buildings, excavating, and other construction activities. Some of these permitted activities currently undergo a full review process by our staff at city hall, the city planning and engineering consulting team and our city building official while others do not. Due to the fluid relationship between the city building code and city zoning ordinances it is suggested that permit applications for the listed permitted activities below shall automatically include review and approval by the city planner/ engineer and building official as part of the permit application process. It is being asked that council discuss this change in procedure to include a review and authorization for the following permits by the listed entities prior to permit issuance:

[Demolition Permit Application](#) - *Signatures or initials needed for permit issuance:
Planning/Engineering, Building Official, Public Works*

[Exterior Remodel Permit Application](#) - *Signatures or initials needed for permit issuance:
Planning/Engineering, Building Official*

[Fence Permit Application](#) - *Signatures or initials needed for permit issuance:
Planning/Engineering*

[Filling and Excavation Permit Application](#) - *Signatures or initials needed for permit issuance:
Planning/Engineering*

[Land Use Applications - General](#) - *Signatures or initials needed for permit issuance:
Planning/Engineering*

[New Construction Permit Application](#) - *Planning/Engineering, Building Official, Public Works*

[Plumbing-Mechanical Permit Application](#) - *Signatures or initials needed for permit issuance:
Building Official, Public Works - consult Planning/Engineering if exterior changes are being made*



[Pool Permit Application](#) - *Signatures or initials needed for permit issuance: Planning/Engineering, Building Official*

[Roofing-Siding Permit Application](#)- *Signatures or initials needed for permit issuance: City Admin/Staff, (or Building Official)*

[Sign Permit Application](#) - *Signatures or initials needed for permit issuance: Planning/Engineering*

[Solar Array Permit Application](#) - *Signatures or initials needed for permit issuance: Planning/Engineering, Building Official*

[Variance Application](#)- *Signatures or initials needed for permit issuance: Planning/Engineering*

[Window Permit Application](#) - *Signatures or initials needed for permit issuance: City Admin/Staff, (or Building Official)*

In addition to the official reviews listed above, city staff would still have the responsibility to work with the applicant to ensure all required information is submitted prior to forwarding the application on for review and for continuing to monitor adherence by permit holders to city code during their construction process. Additional fees may or may not be necessary to recoup the cost of the additional planning/ engineering review as some of this workload would shift from city staff to the planning/ engineering consultants. Even if there were additional costs up front for the applicant, they would be minimal in comparison to attempting to remedy violations identified further along in the construction process.

Council shall discuss directing city hall to update the permit application process, the permit application forms and developing and delivering training on the proper procedures for identifying and collecting all required application information, submittal to the proper third parties for review and authorization, and finalizing issuance of permits to applicants.

Attachments

None

Staff Recommendations

None

Council Action Required

Discussion