



CITY COUNCIL REGULAR MEETING AGENDA

December 12, 2023 – 7:00 pm

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. CONSENT AGENDA¹
 - A. November 14, 2023 Work Session Meeting Minutes
 - B. November 14, 2023 Regular Meeting Minutes
 - C. Manitou Park Ballfield – Pay App #4 (Final)
5. MATTERS FROM THE FLOOR² (*maximum time of five minutes per person*)
6. SPECIAL BUSINESS
 - A. Presentation: Senator Kelly Morrison
7. PUBLIC HEARING
 - A. Truth In Taxation Public Hearing
8. OLD BUSINESS
 - A. Resolution 23-41: Approving 2024 City of Tonka Bay Budget
 - B. Resolution 23-42: Approving 2024 Final Property Tax Levy
 - C. Ordinance 23-03: Amending Impervious Surface Requirements
9. NEW BUSINESS
 - A. Offer of Employment: Janell Gildemeister – Deputy City Clerk
10. MATTERS FROM THE FLOOR² (*maximum time of five minutes per person*)
11. REPORTS
 - A. Administrator's Report
 - B. Contract Staff Report(s)
 - C. Doug Eckland: Finance, Fire Lanes and Public Access, Technology
 - D. Kristin Viger: Parks and Docks, Sanitation and Recycling
 - E. Kelly Wischmeier: Building Inspection, Municipal Buildings and Grounds
 - F. Tim Connelly: EFD, Commercial Marinas, LMCD
 - G. Adam Jennings: SLMPD, Administration, Public Works, Employee Advisory Board
12. ADJOURNMENT

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.

²For 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.



November 16, 2023

Mr. Dan Tolsma
City Administrator
City of Tonka Bay
4901 Manitou Road
Tonka Bay, MN 55331

Re: Pay Voucher No. 4 - Final
Manitou Park Ballfield Improvements
City of Tonka Bay, MN
WSB Project No. 019287-000

Dear Mr. Tolsma:

Please find enclosed Construction Final Pay Voucher No. 4 for the above-referenced project in the amount of \$10,040.10. Also enclosed is the following documentation required for releasing final payment to the Contractor:

1. Satisfactory showing that the Contractor has complied with the provisions of Minnesota Statutes 290.92 requiring withholding state income tax (IC134 forms).
2. Evidence in the form of an affidavit that all claims against the Contractor by reasons of the contract have been fully paid or satisfactorily secured (lien waivers).
3. Consent of Surety to Final Payment certification from the Contractor's surety.
4. Two-year maintenance bond

If you have any questions, please contact me at 612.328.6682.

Sincerely,

WSB

Jeff Feulner
Sr. Landscape Architect

Attachments

mj

701 XENIA AVENUE S | SUITE 300 | MINNEAPOLIS, MN | 55416 | 763.541.4800 | WSBENG.COM

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Project/ Owner
Project: Marion Bell Field
Address: 5418 Marion Rd
Excelsior MN 55331
City State Zip Code
Owner: City of Tonka Bay

Contractor
Name: Helmin Landscaping, Inc
Address: 6920 Hwy 10 NW
Sauk Rapids MN 56329
City State Zip Code
Contractor Licence: _____
Contract Date: 09/05/2022

TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner and against any and all funds of the Owner appropriated or available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or possess as a result of the furnishing of labor, materials, and/or equipment, and the performance of Work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of

Dollars (\$31,000.00) constitutes the entire **unpaid** balance due the undersigned in connection with said project whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Owner in connection with said contract or project.

Witness to Signature:

Tina Hill

Dated this 16 day of October 2023

Helmin Landscaping, Inc
Contractor

By: Blaud Hill

Title: CEO

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Project/ Owner
Project: Manitou ball Field
Address: 5418 Manitou Road
Excelsior MN 55331
City State Zip Code
Owner: City of Tonka Bay

Contractor
Name: Omann Contracting
Companies Inc.
Address: PO Box 120
Albertville MN 55301
City State Zip Code
Contractor Licence: IR706201
Contract Date: 6/24/2022

TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner and against any and all funds of the Owner appropriated or available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or possess as a result of the furnishing of labor, materials, and/or equipment, and the performance of Work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of Eighteen thousand eighteen dollars & 40 cents Dollars (\$ 18018.40) constitutes the entire **unpaid** balance due the undersigned in connection with said project whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Owner in connection with said contract or project.

Witness to Signature:

[Signature]
Matt Hoeneeman

Dated this 17th day of February 2023

Omann Contracting Companies, Inc.
Contractor

By: [Signature]
Title: President

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Project/ Owner

Contractor

Project: Tonka Bay

Name: American Fence Co of MN

Address: 5418 Manitowish
Excelsior, MN 55331
City State Zip Code

Address: 5867 15th St. NW
Lochester, MN 55901
City State Zip Code

Owner: _____

Contractor Licence: 46-1044674

Contract Date: 9/2/2022

TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner and against any and all funds of the Owner appropriated or available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or possess as a result of the furnishing of labor, materials, and/or equipment, and the performance of Work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of

Dollars (\$ _____) constitutes the entire **unpaid** balance due the undersigned in connection with said project whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Owner in connection with said contract or project.

Dated this 6 day of March 2023

American Fence Co.
Contractor

Witness to Signature:

[Signature]
May Valente

By: [Signature]

Title: Controller

Tonka Bay project. INV. 689 - bul - 3974.15
INV. 746 - bul - 6313.55



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number: 1-154-852-960
 Submitted Date and Time: 10-Mar-2023 12:48:36 PM
 Legal Name: ODESA II LLC
 Federal Employer ID: 20-3294089
 User Who Submitted: business1
 Type of Request Submitted: Contractor Affidavit

Affidavit Summary

Affidavit Number: 1616351232
 Minnesota ID: 8288285
 Project Owner: CITY OF TONKA BAY
 Project Number: 019287-000
 Project Begin Date: 15-May-2022
 Project End Date: 01-Mar-2023
 Project Location: MANITOU PARK TONKA BAY MN
 Project Amount: \$491,595.00

Subcontractor Summary

Name	ID	Affidavit Number
HELMIN LANDSCAPING	3689682	797872128
OMANN CONTRACTING	4319297	1243893760
AMERICAN FENCE CO OF MN	2790379	1269796864

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Consent of Surety to Final Payment

Bond Number: **S031098**

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

AIA DOCUMENT G707

TO OWNER:
(Name and address)
**City of Tonka Bay
4901 Manitou Rd
Excelsior, MN 55331**

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:
(Name and address)
**Manitou Park Ballfield Improvements
Tonka Bay, MN**

CONTRACT DATED: **May 10, 2022**

In accordance with the provisions of the Contract between the Owner and the Contractor as included above, the
Employers Mutual Casualty Company, 717 Mulberry, Des Moines, IA 50309
(Insert name and address of Surety)

SURETY, on bond of **Odesa II, LLC., 9003 Mayhew Lake Road NE, Sauk Rapids, MN 56379**
(Insert name and address of Contractor)

_____, CONTRACTOR,
hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the
Surety of any of its obligations to **City of Tonka Bay, 4901 Manitou Rd, Excelsior, MN 55331**
(Insert name and address of Owner)

_____, OWNER,
as set forth in the said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **September 15, 2023**
(Insert in writing the month followed by the numeric date and year.)

Attest:
(Seal):



Employers Mutual Casualty Company

(Surety)


(Signature of authorized representative)

Anna Plumski, Attorney-In-Fact

(Printed name and title)



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

ANITA M. FICKER, CAROL A. WEBER, Brian Nohava, Anna Plumski, Kathryn Brophy

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Surety Bond:

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

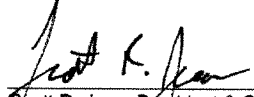
The authority hereby granted shall expire October 10th, 2025, unless sooner revoked.

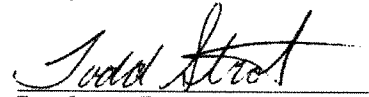
AUTHORITY FOR POWER OF ATTORNEY

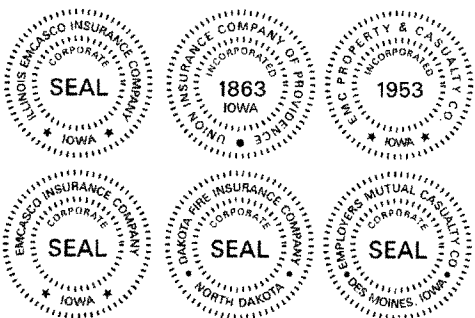
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

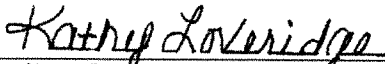

 Scott R. Jean, President & CEO
 of Company 1; Chairman, President
 & CEO of Companies 2, 3, 4, 5 & 6


 Todd Strother, Executive Vice President
 Chief Legal Officer & Secretary of
 Companies 1, 2, 3, 4, 5 & 6



On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.


 Kathy Loveridge
 Notary Public in and for the State of Iowa



CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 15th day of Septemebr, 2023.


 Ryan J. Springer
 Vice President

lawful money of the United States of America, for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said Principal has completed a certain contract, _____

Manitou Park Ballfield Improvements, Tonka Bay, MN

_____ in conformity with certain specifications; and submits said contract for acceptance by the Obligee.

Whereas, a further condition of said contract is that the said principal should furnish a bond of indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in said work within a period of Two years from the date of acceptance of the work under said contract; and

Whereas, the said EMPLOYERS MUTUAL CASUALTY COMPANY of Des Moines, Iowa for a valuable consideration, has agreed to join with said principal in such bond or guarantee, indemnifying said Obligee, as aforesaid;

Now, therefore, the Condition of This Obligation is such, that if the said Principal does and shall, at his own cost and expense, remedy any and all defects that may develop in said work, within the period of Two years from the date of acceptance of the work under said contract, by reason of bad workmanship or poor material used in the construction of said work, then this obligation to be null and void; otherwise to be and remain in full force and virtue in law.

Date of Formal Acceptance of Contract:
May 10, 20 22

Signed and delivered this 17th Day of
May 20 22

Bond Approved:

Employers Mutual Casualty Company

personally appeared James Carlson, to me known, who being by me duly sworn, did depose and say that (s)he resides in Sauk Rapids, MN, that (s)he is the CEO- President of Odesa II, LLC the corporation described in and which executed the foregoing instrument; that (s)he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that (s)he signed his/her name thereto by like order.



K. Brophy
(Notary Signature)

ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF MINNESOTA

COUNTY OF STEARNS

On the 17th day of May, 2022, before me, appeared Brian Nohava, to me personally known, who being by me duly sworn, did say that (s)he is the aforesaid officer or attorney in fact of the Employers Mutual Casualty Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation

Brian Nohava

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Principal:
Number Odesa II, LLC

S031098

In an amount not exceeding Twenty Five Million Dollars\$25,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

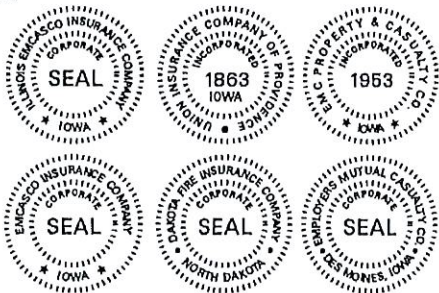
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March, 2020.

Seals



Scott R. Jean

Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother

Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 30th day of March, 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

CITY OF TONKA BAY

RESOLUTION NO. 23-41

A RESOLUTION ADOPTING 2024 GENERAL FUND BUDGET

WHEREAS, the City Council of the City of Tonka Bay is the official governing body of the City of Tonka Bay, Minnesota (“City”); and

WHEREAS, the City Council has developed a final General Fund Budget for the fiscal year commencing January 1, 2024.

NOW, THEREFORE BE IT IS RESOLVED, that the Tonka Bay City Council hereby approves a final 2024 General Fund Budget as follows:

REVENUES

Property Tax Levy	\$1,571,575
Licenses & Permits	\$153,365
Intergovernmental Revenue	\$24,900
Charges for Service	\$44,700
Fines & Forfeits	\$6,000
Transfers from Other Funds	\$0
Other	<u>\$84,000</u>

TOTAL REVENUES

\$1,884,540

EXPENDITURES

City Council	\$21,520
Administration	\$182,256
Legal	\$60,000
Engineering	\$40,000
Planning & Zoning	\$108,781
Facilities	\$21,354
Public Safety	\$700,934
Building Inspections	\$106,095
Public Works & Streets	\$290,358
Parks, Trees, & Fire Lanes	\$90,740
Transfer to CIP Fund	\$253,002
Other	<u>\$9,300</u>

TOTAL EXPENDITURES

\$1,884,540

PASSED AT A REGULAR MEETING of the Tonka Bay City Council, Minnesota this 12th day of December 2023.

Motion introduced by _____ and seconded by _____.

Roll Call Vote:

Councilmember Connelly	Aye
Councilmember Eckland	Aye
Councilmember Viger	Aye
Councilmember Wischmeier	Aye
Mayer Jennings	Aye

Adam Jennings, Mayor

ATTEST: _____
Dan Tolsma, City Administrator

CITY OF TONKA BAY

RESOLUTION 23-42

A RESOLUTION ADOPTING FINAL TAX LEVY COLLECTIBLE IN 2024

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Tonka Bay, Hennepin County, Minnesota, does hereby declare that the following sums of money be levied for the budget year 2024, collectible in 2024, for the following purposes:

General Fund	\$1,318,573
Capital Improvement Fund	\$ 253,002
Total 2024 Levy Amount	\$1,571,575

PASSED AT A REGULAR MEETING of the Tonka Bay City Council this 12th day of December 2023.

Motion introduced by _____ and seconded by _____.

Roll call vote:

Councilmember Wischmeier	_____
Councilmember Connelly	_____
Councilmember Eckland	_____
Councilmember Viger	_____
Mayor Jennings	_____

Adam Jennings, Mayor

ATTEST: _____
Dan Tolsma, City Administrator

CITY OF TONKA BAY
HENNEPIN COUNTY, MINNESOTA

ORDINANCE NO. 23-03

AN ORDINANCE AMENDING SECTIONS 1002 AND 1070 OF THE TONKA BAY
CITY CODE RELATED TO IMPERVIOUS SURFACE COVERAGE

THE CITY COUNCIL OF THE CITY OF TONKA BAY HEREBY ORDAINS AS
FOLLOWS:

Section 1. Definition of Impervious Surface. The City Council hereby amends Section 1002.02, Subd. 1. I. of the City Code by inserting the following double-underlined language prior to the definition of “Interim Use”:

Impervious surface. A constructed hard surface that prevents or retards entry of water into the soil and causes water to run off the surface in greater quantities and at an increased rate of flow than prior to development, including rooftops, sidewalks, patios, swimming pools, parking lots, concrete, asphalt or gravel driveways, permeable pavers, artificial turf, retaining walls, and other similar surfaces. Decks and deck stairs shall not be considered an impervious surface if the deck is constructed with a minimum 1/4 inch space between each plank and the deck is constructed over a pervious surface. Decks that do not meet these criteria shall be considered impervious.

Section 2. Impervious Surface Coverage. The City Council hereby amends Section 1070.11 of the City Code by removing the ~~stricken~~ and inserting the double-underlined language as follows:

1070.11 IMPERVIOUS SURFACE COVERAGE.

Subd. 1. Maximum Allowable Coverage.

- a. The maximum impervious surface coverage for lots in all zoning districts within the Shoreland District shall be as set forth in Appendix A attached hereto and incorporated herein by reference is ~~twenty-five (25)~~ percent of the lot area.

Subd. 2. Required Standards Treatment and Maintenance Plans.

- a. For single-family residential lots, any proposed impervious surface coverage in excess of twenty-five percent (25%) of the lot area, and equal to or less than the allowable maximum in accordance with Subd. 1 above, shall include offsetting standards as set forth by the City of Tonka Bay in coordination with the Minnesota Department of Natural Resources. An applicant must provide a landscaping plan or certificate of survey demonstrating the implementation of the offsetting standards. The requirements of this section are in addition to, and not in

place of, any additional standards or plans that may be required for a specific application, subdivision or development.

b. _____ No person may be eligible for a variance from the requirements of this section in accordance with Minn. Stat. § 462.357, subd. 6, unless they submit, as part of their variance application, a Stormwater Treatment Plan, which shall be reviewed and approved by the City Engineer. ~~The City Council shall review the proposed Stormwater Treatment Plan along with the recommendation of the City Engineer and shall determine whether the proposal provides a reasonable means of adequately treating the increased stormwater runoff expected to be created by the proposal~~ portion of the proposed impervious surface that exceeds the maximum impervious surface coverage for the lot as set forth in Appendix A. If the City Council approves a variance to the requirements of this section, the property owner shall also be required to enter into a stormwater facilities maintenance agreement with the City in a form approved by the City.

c. _____ In the event (1) a variance has been issued allowing a lot to exceed the maximum allowable impervious coverage, and (2) the lot's owner proposes to reduce the amount of impervious surface coverage on the lot below the amount permitted by the approved variance, but in excess of the allowable maximum in accordance with Subd. 1 above, no stormwater treatment plan is required, and no additional variance is required.

Subd. 3. _____ In the event a lot owner proposes to reduce the amount of impervious surface coverage on their lot below the existing impervious surface coverage on the lot, but in excess of the allowable maximum in accordance with Subd. 1 above, no variance is required, but the lot owner must submit a Stormwater Treatment Plan, which shall be reviewed and approved by the City Engineer. The City Engineer shall determine whether the proposal provides a reasonable means of adequately treating the increased stormwater runoff expected to be created by the portion of the proposed impervious surface that exceeds the maximum impervious surface coverage for the lot as set forth in Appendix A.

Subd. 34. Limitations. No impervious surface coverage shall be placed, located or constructed within fifty (50) feet of the ordinary high water level, except for stairways, lifts and landings as allowed for in Section 1070.12 of this Ordinance.

Section 3. Appendix A. The City Council hereby amends Section 1070 of the City Code by adding “Appendix A”, a copy of which is attached hereto as Exhibit A.

Section 4. Severability. Should any section or part of this ordinance be declared by a court of competent jurisdiction to be invalid, such decision will not affect the validity of the ordinance as a whole or any part other than the part declared invalid.

Section 5. Effective Date. This ordinance shall become effective immediately following adoption and publication as required by law.

Passed by the City Council of the City of Tonka Bay this ____ day of _____, 2023.

Adam Jennings, Mayor

ATTEST:

Daniel Tolsma
City Administrator-Clerk

EXHIBIT A

APPENDIX A

CITY OF TONKA BAY MAXIMUM ALLOWABLE IMPERVIOUS SURFACE COVERAGE

Lot Size (sq. ft.)*	Surface Coverage (%)
0 to 11,031	40.0
11,032 to 11,091	39.9
11,092 to 11,151	39.8
11,152 to 11,211	39.7
11,212 to 11,271	39.6
11,272 to 11,331	39.5
11,332 to 11,391	39.4
11,392 to 11,451	39.3
11,452 to 11,511	39.2
11,512 to 11,571	39.1
11,572 to 11,631	39.0
11,632 to 11,691	38.9
11,692 to 11,751	38.8
11,752 to 11,811	38.7
11,812 to 11,871	38.6
11,872 to 11,931	38.5
11,932 to 11,991	38.4
11,992 to 12,051	38.3
12,052 to 12,111	38.2
12,112 to 12,171	38.1
12,172 to 12,231	38.0
12,232 to 12,291	37.9
12,292 to 12,351	37.8
12,352 to 12,411	37.7
12,412 to 12,471	37.6
12,472 to 12,531	37.5
12,532 to 12,591	37.4
12,592 to 12,651	37.3
12,652 to 12,711	37.2
12,712 to 12,771	37.1
12,772 to 12,831	37.0
12,832 to 12,891	36.9
12,892 to 12,951	36.8
12,952 to 13,011	36.7

Lot Size (sq. ft.)	Surface Coverage (%)
13,012 to 13,071	36.6
13,072 to 13,131	36.5
13,132 to 13,191	36.4
13,192 to 13,251	36.3
13,252 to 13,311	36.2
13,312 to 13,371	36.1
13,372 to 13,431	36.0
13,432 to 13,491	35.9
13,492 to 13,551	35.8
13,552 to 13,611	35.7
13,612 to 13,671	35.6
13,672 to 13,731	35.5
13,732 to 13,791	35.4
13,792 to 13,851	35.3
13,852 to 13,911	35.2
13,912 to 13,971	35.1
13,972 to 14,031	35.0
14,032 to 14,091	34.9
14,092 to 14,151	34.8
14,152 to 14,211	34.7
14,212 to 14,271	34.6
14,272 to 14,331	34.5
14,332 to 14,391	34.4
14,392 to 14,451	34.3
14,452 to 14,511	34.2
14,512 to 14,571	34.1
14,572 to 14,631	34.0
14,632 to 14,691	33.9
14,692 to 14,751	33.8
14,752 to 14,811	33.7
14,812 to 14,871	33.6
14,872 to 14,931	33.5
14,932 to 14,991	33.4
14,992 to 15,050	33.3

Lot Size (sq. ft.)	Surface Coverage (%)
15,051 to 15,109	33.2
15,110 to 15,170	33.1
15,171 to 15,230	33.0
15,231 to 15,290	32.9
15,291 to 15,350	32.8
15,351 to 15,410	32.7
15,411 to 15,470	32.6
15,471 to 15,530	32.5
15,531 to 15,590	32.4
15,591 to 15,650	32.3
15,651 to 15,710	32.2
15,711 to 15,770	32.1
15,771 to 15,830	32.0
15,831 to 15,890	31.9
15,891 to 15,950	31.8
15,951 to 16,010	31.7
16,011 to 16,070	31.6
16,071 to 16,130	31.5
16,131 to 16,190	31.4
16,191 to 16,250	31.3
16,251 to 16,310	31.2
16,311 to 16,370	31.1
16,371 to 16,430	31.0
16,431 to 16,490	30.9
16,491 to 16,550	30.8
16,551 to 16,610	30.7
16,611 to 16,670	30.6
16,671 to 16,730	30.5
16,731 to 16,790	30.4
16,791 to 16,850	30.3
16,851 to 16,910	30.2
16,911 to 16,970	30.1
16,971 to 17,030	30.0
17,031 to 17,090	29.9

Lot Size (sq. ft.)	Surface Coverage (%)
17,091 to 17,150	29.8
17,151 to 17,210	29.7
17,211 to 17,270	29.6
17,271 to 17,330	29.5
17,331 to 17,390	29.4
17,391 to 17,450	29.3
17,451 to 17,510	29.2
17,511 to 17,570	29.1
17,571 to 17,630	29.0
17,631 to 17,690	28.9
17,691 to 17,750	28.8
17,751 to 17,810	28.7
17,811 to 17,870	28.6
17,871 to 17,930	28.5
17,931 to 17,990	28.4
17,991 to 18,050	28.3
18,051 to 18,110	28.2

Lot Size (sq. ft.)	Surface Coverage (%)
18,111 to 18,170	28.1
18,171 to 18,230	28.0
18,231 to 18,290	27.9
18,291 to 18,350	27.8
18,351 to 18,410	27.7
18,411 to 18,470	27.6
18,471 to 18,530	27.5
18,531 to 18,590	27.4
18,591 to 18,650	27.3
18,651 to 18,710	27.2
18,711 to 18,770	27.1
18,771 to 18,830	27.0
18,831 to 18,890	26.9
18,891 to 18,950	26.8
18,951 to 19,010	26.7
19,011 to 19,070	26.6
19,071 to 19,130	26.5

Lot Size (sq. ft.)	Surface Coverage (%)
19,131 to 19,190	26.4
19,191 to 19,250	26.3
19,251 to 19,310	26.2
19,311 to 19,370	26.1
19,371 to 19,430	26.0
19,431 to 19,490	25.9
19,491 to 19,550	25.8
19,551 to 19,610	25.7
19,611 to 19,670	25.6
19,671 to 19,730	25.5
19,731 to 19,790	25.4
19,791 to 19,850	25.3
19,851 to 19,910	25.2
19,911 to 19,970	25.1
19,971 and above	25.0

* Lot square footage measured to tenths of a square foot are rounded as follows: .5 square feet and above rounded up and .4 square feet and below rounded down.



CITY OF TONKA BAY OFFER OF EMPLOYMENT

JANELL GILDEMEISTER

December 6, 2023

Dear Janell Gildemeister:

Below is a summary of the City of Tonka Bay's offer of employment.

Title: Deputy City Clerk
Hours: Mon – Thurs 7:00am to 5:30pm. Position also requires occasional hours outside of the regular working hours (i.e., elections, events, special meetings, etc.)
Supervisor: Dan Tolsma, City Administrator
Base Wage Rate: \$33.00 per hour
Employee Position Type: Regular Full-Time
Position Start Date: Monday, January 1st, 2024 or as soon as practicable.
Responsibilities: See attached position description.
Benefits: Full benefits as outlined in City's Employment Policy and as determined by City Council from time to time.

Please review this description and the authorization below and sign and return this offer letter to me if it is acceptable.

Sincerely,

A handwritten signature in cursive script that reads "Daniel Tolsma".

Daniel Tolsma
City Administrator
City of Tonka Bay

By signing below, you agree that you have been provided the specific details of the position and are able to perform the requirements of this regular full-time employment role.

Janell Gildemeister

Date



4901 Manitou Road
Tonka Bay, MN 55331
952-474-7994
www.cityoftonkabay.net

POSITION DESCRIPTION Deputy City Clerk

Department: Administration **Supervisor:** City Administrator **FLSA Status:** Non-Exempt

Position Summary

Under general direction of the City Administrator, provides support to the City Administrator, elected and appointed officials, and all city departments. Performs responsible administrative duties of above average difficulty in support of the activities and services of the City; assists in the publication, and distribution of agendas; assists in the care and custody of official City records; handles all city elections; provides public records information; ensures insurance requirements are met by all contractors; and assumes responsibility for the administration of the department in the absence of the City Administrator.

Essential Duties and Responsibilities

- Coordinates, prepares, and distributes agendas and packets for City Council and advisory committees; coordinates the preparation of meeting minutes and official documents.
- Provides office support to other departments; assists in processing utility payments, bank deposits, and the publication of the city budget and ordinances; word processes various documents for city departments; distributes incoming and outgoing mail.
- Performs miscellaneous office tasks; conducts research of city records when needed; organizes city's filing system; purchases office supplies and maintains office equipment; coordinates and updates the City's website.
- Answers questions, resolves concerns, and provides information to residents and the general public via telephone, email, mail and in-person in a prompt, respectfully, and friendly manner, routes inquiries as appropriate.
- Oversees and participates in license and permit processes, processes applications and invoices for building, mechanical, and plumbing permits.
- Completes special projects, research and other related duties as directed by the City Administrator.
- Compiles statistical and survey data and performs data entry in preparation of periodic and special reports.
- Manages all the City's official records ensuring documents are properly stored and maintained.
- Provides information according to data privacy and other guidelines; serves as the City's "Responsible Person" for data privacy issues; response to data requests.
- Serves as election official, trains election judges and coordinates with Hennepin County regarding the maintenance and security of election equipment.
- Assists in coordinating various city special events.
- Mails the City quarterly newsletter.
- Practices open communication, listens and seeks to understand others; uses City resources wisely.

Knowledge of:

- Government operations and the relationship of a support function.
- City's overall operations and structure, ordinances, and policies.
- English usage, spelling, grammar, punctuation, and editing.



4901 Manitou Road
Tonka Bay, MN 55331
952-474-7994
www.cityoftonkabay.net

POSITION DESCRIPTION Deputy City Clerk

Skilled in:

- The use of a variety of software applications (Microsoft Office) and technical equipment.
- The organization and maintenance of files and record keeping.
- Written and verbal communication skills and exceptional phone etiquette, with an ability to relate effectively with diverse individuals.

Ability to:

- Work cooperatively in a team environment and display integrity.
- Establish and maintain effective working relationships with other employees and the general public to deal with public relation problems courteously and tactfully.
- Perform general clerical duties.
- Demonstrate initiative and work with minimum supervision.
- Maintain confidentiality of communications, documents, and other matters.
- Communicate effectively, orally and in writing, with residents providing appropriate information.
- Operate a telephone, hear and understand customers and respond orally with appropriate information.
- Make decisions in accordance with established policies and procedures.
- Represent the City in a professional, courteous, and efficient manner.
- Gather information effectively and efficiently.
- Handle numerous interruptions, switch from task to task while maintaining focus on task at hand and producing high quality work.

Typical Work Environment

Work is performed in typical office environment with extended periods of sitting and prolonged use of computer and related equipment. This position is light duty and may occasionally require the employee to lift, carry, push, pull, or otherwise move objects.

Required Qualifications

- High school degree or equivalent and three years of clerical experience, including some experience closely related to the functions and duties of municipal government. Two years of increasingly responsible experience for management personnel; or equivalent combination of education and experience.
- Advanced computer software experience and proficiency, specifically in Microsoft Office products and Adobe Acrobat.
- Minnesota driver's license.

Desired Qualifications

- Bachelor's degree in business administration, public administration, or related specialty.
- Specific experience in public or nonprofit setting that provided skills in coordinating small information systems and handling multiple tasks.
- Certification in city clerk profession or ability to obtain.