



CITY OF SPRING PARK  
WORK SESSION AGENDA  
JANUARY 18, 2022 – 6:00 PM  
SPRING PARK CITY HALL

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(Work Session discussion times are approximate)

1. 6:00 – 4444 Shoreline Drive Boat Storage Discussion
2. 6:10 – 4165 Shoreline Drive Commercial Marina Discussion
3. 6:20 – Electrical Undergrounding Assessment Policy Discussion
4. 6:40 – Interim Administrator Agreement Discussion
5. 6:50 – Adjourn



January 18, 2022

The Yacht Club Llp Et Al  
 4165 Shoreline Drive  
 Spring Park, MN. 55384

Sunset Endeavor LLC  
 C/O Dennis Investment  
 1214 Yale Place  
 Minneapolis, MN 55403

To whom it may concern:

Pursuant to Findings of Fact and an Order adopted on August 11, 2021 (LMCD Order), the Lake Minnetonka Conservation District (LMCD) issued two approvals related to the property located at 4165 Shoreline Drive (Subject Property): 1) change of use of the Subject Property from Club Operations use to a Qualified Commercial Marina use; and 2) issuance of a Commercial Multiple Dock license associated with the use. The LMCD's approvals were issued subject to, and conditioned upon, compliance with several conditions. One of those conditions is: "The Subject Property must be maintained and operated in compliance with all other provisions of this Code including, but not limited to, noise standards, *zoning requirements, and other applicable regulations, ordinances and state law.*"

The Subject Property is currently zoned C-4, Office Commercial Zoning District under the Spring Park zoning code. Commercial marinas are not an allowed use in the C-4 District and, thus, the operation of a commercial marina on this site is a violation of the City's zoning regulations.

In 1991, the city of Spring Park adopted a zoning amendment creating the C-4 Office Commercial Zoning District to specifically accommodate the development of the Minnetonka Yacht Club office building and dock features at 4165 Shoreline Drive. The purpose of the C-4 District is to provide a district which may reasonably adjoin high density residential uses. The C-4 District was established to allow for limited commercial office uses. "Yacht clubs" are identified as a conditional use in the C-4 District and are subject to several performance standards to ensure that such uses are maintained as compatible with other commercial office tenants and the adjoining residential uses.

"Yacht club" is defined as follows in the Spring Park Zoning Code (Sec. 42-59):

*“Yacht club. A private club established for the recreational and educational enjoyment of boating and sailing. Yacht club activities may include programs for sailing, sail boarding, swimming and boat safety. Yacht club facilities shall be limited to a clubhouse containing meeting and social areas and dock and mooring slips for the exclusive use of yacht club members.”*

City records show that between 1989-1991, the City of Spring Park granted various approvals related to the operation of the Minnetonka Yacht Club on the Subject Property as a conditional use consistent with the City’s Zoning Code. The Spring Park City Council approved a conditional use permit after evaluating the details of the site plan; the operational characteristic of the proposed use; and the receipt of public comments through a public hearing. The Yacht Club has operated for the last 30 years consistent with the definition of a “yacht club”, in compliance with the approved conditional use permit, and in a manner that is compatible with other office tenants and the adjoining residential uses. Any change from the yacht club use to a commercial marina use is a violation of the City’s Zoning Code and is not allowed.

The LMCD’s approval of a change in use on the Subject Property does not change the property owner’s obligation to adhere to the Spring Park Zoning Code. In fact, the LMCD Order explicitly conditions its approvals on compliance with all other zoning requirements and applicable regulations and ordinances. A commercial marina is not an allowed use in the City’s C-4 zoning district. The conversion of the site to a commercial marina must cease. The City will pursue code enforcement and other remedies to ensure that use of the Subject Property complies with the Spring Park Zoning Code.

Sincerely,

Dan Tolsma  
Spring Park City Administrator

cc: Alan Brixius, Planner  
Mary Tietjen, City Attorney

## AGREEMENT FOR ADMINISTRATIVE SERVICES

This Agreement is made as of the \_\_\_ day of \_\_\_\_\_, 2022 by and between the City of Spring Park, a Minnesota municipal corporation (the "City") and James Brimeyer (Brimeyer) 1306 Westwood Hills Rd, St Louis Park, MN 55426.

1. ADMINISTRATIVE AND PROFESSIONAL SERVICES. Brimeyer shall provide the professional services to perform all administrative and professional services within his expertise necessary to provide for the on-going administration of City operations. It is understood by the parties that such services may include, but are not limited to, the general administration and coordination of the City office and operations pursuant to City policies, the Spring Park City Code, and applicable state and federal law; supervision of City staff; preparation of reports; attendance at meetings; and execution of City policies. The parties understand and agree that Brimeyer has the right and authority to determine how to perform the administrative services to be provided to the City. However, Brimeyer will report directly to the Mayor and City Council regarding the status of projects.
  
2. WORK SCHEDULE AND LOCATION. Brimeyer will maintain a business office with all necessary equipment and supplies at the location set forth above. In addition, the City will provide office space at City Hall for those times when the Brimeyer determines that it is necessary for services to be provided from City Hall. It is anticipated by the parties that Brimeyer will provide an average of 25-30 hours per week of administrative services to the City and that Brimeyer will be on site at City Hall for some portion of the day approximately two/three (2-3) days per week; however, the number of days per week that services will be provided to the City from City Hall is flexible and will be determined by Brimeyer from time to time based on the City's administrative needs and the Brimeyer's availability. Brimeyer will provide a proposed bi-weekly schedule of days and hours that Brimeyer is available to provide services to the City from City Hall for review and approval by the City in advance for bi-weekly period during the Term of this Agreement. Brimeyer will also make his services available to the City by telephone, email and electronic communication on an as needed basis. The foregoing notwithstanding, the parties understand and agree that the Brimeyer has other clients for which it provides services and that the City has no right to Brimeyer's exclusive services.
  
3. COMPENSATION. The City shall pay to Brimeyer \$80.00 per hour for each hour of administrative services provided to the City that requires the presence of Brimeyer at the Spring Park City Hall. The City shall pay \$40.00 per hour for each hour that Brimeyer provides (or could provide) services to the City from the Brimeyer's office or any location other than the Spring Park City Hall. Travel time to and from city hall shall not be compensated and automobile mileage shall not be reimbursed. Brimeyer shall be compensated for travel

time when using his personal automobile for city purposes. Brimeyer shall provide the City with written documentation of all time spent for the provision of services to the City and shall provide a bi-weekly invoice to the City for the same which shall include a statement of the services provided, rate, amount of time, and location from which the services were provided. Partial hours shall be compensated on a proportional basis.

4. **INDEPENDENT CONTRACTOR.** Brimeyer is an independent contractor engaged by the City to provide the administrative services described in this Agreement and Brimeyer shall not be deemed to be an employee of the City for any purpose. Nothing in this Agreement shall be construed, implied or deemed to create any relationship other than one of independent contractor among the City and Brimeyer, including, without limitation, a relationship of employment, agency, joint venture, association, partnership or any other form of legal entity or association. The City shall not withhold for Brimeyer any sums for payroll or employment taxes of any kind with respect to any amounts paid under this Agreement, including, but not limited to FICA, FUTA, state disability tax, and state reemployment insurance benefits. In addition, the City will neither offer nor provide to Brimeyer any employee benefits, including, without limitation, workers' compensation, reemployment benefits, malpractice, health, life or disability insurance, vacation, sick leave, or retirement plan benefits. Brimeyer shall be responsible for the administration and payment of all applicable federal, state, and local employment taxes and withholdings of any compensation paid by the City to Brimeyer. Brimeyer shall have no right to or claim against the City for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability insurance or benefits, unemployment insurance benefits, or any other employee benefits of any kind and nature.
5. **TERM.** This Agreement shall be effective from \_\_\_\_\_, 2022 through \_\_\_\_\_ (the "Term").
6. **TERMINATION.** This Agreement shall continue in effect for the Term unless earlier terminated by either party by the delivery to the other of 30 days written notice of termination.
7. **DATA PRACTICES ACT COMPLIANCE.** Data and information provided to Brimeyer under this Agreement or through provision of services for the City shall be administered in accordance with Minnesota Statutes, Chapter 13, and all data on individuals shall be maintained in accordance with all applicable laws, rules, and regulations.
8. **WORK PRODUCT.** All records, information, materials, documents and other work products prepared and developed by Brimeyer in connection with the provision of services hereunder shall be and become the exclusive property of the City. No such documents shall be made available to any other individual, organization or entity by Brimeyer without the prior approval of the City.

9. NOTICES. All notices required to be given by either party pursuant to this Agreement shall be in writing and sent to the other party at the following addresses:

To the City:                   City of Spring Park  
  Attention: Mayor  
  4349 Warren Avenue  
  Spring Park, MN 55384

To Brimeyer                   James L Brimeyer  
  1306 Westwood Hills Road  
  St. Louis Park, MN 55426

All notices shall be deemed received when delivered, if hand-delivered, or three business days after deposit with the United States Postal Service, postage prepaid. Notices by telefax or email alone are not sufficient. The addresses for notices may be changed by the parties from time to time by delivery of written notice to the other party as provided herein.

10. ENTIRE AGREEMENT; AMENDMENT. This Agreement constitutes the entire agreement between the City and Brimeyer and shall supersede any and all other written or oral agreements between the parties. This Agreement can be modified or amended only by written agreement signed by the City and Brimeyer.
11. APPLICABLE LAW. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the City and Brimeyer have executed this Agreement effective as of the date first written above.

**CITY OF SPRING PARK**

By: \_\_\_\_\_  
Jerry Rockvam, Mayor

Attest: \_\_\_\_\_  
Jamie Hoffman, City Clerk

By: \_\_\_\_\_  
Jim Brimeyer