



**APPENDIX G**

**WATER AND SEWER AGREEMENT  
TONKA BAY – SHOREWOOD**

THIS AGREEMENT made and entered into this 11<sup>th</sup> day of February, 2002 by and between the City of Tonka Bay, a municipal corporation, hereinafter referred to as Tonka Bay, and the City of Shorewood, a municipal corporation, hereinafter referred to as Shorewood.

WHEREAS, Tonka Bay did in the year 1965 construct an interior sewer system to serve land located within the confines of its city; and

WHEREAS, Tonka Bay did during the year 1972 construct an interior water system to serve the land located within the confines of its city; and

WHEREAS, the Metropolitan Sewer Board did during the year 1971 construct a Metropolitan sewer line to serve, among other municipalities, in such a manner as to collect the sewage from Tonka Bay at one point at or near Manitou, Hennepin County Road No. 19 intersection; and

WHEREAS, the City of Shorewood did during the year 1972 construct a municipal sewer system to serve properties located within the confines of its city; and

WHEREAS, the metropolitan interceptor serves Shorewood so that the trunks constructed by the City of Shorewood can, in most cases, connect with the metropolitan interceptor at points within the confines of Shorewood; and

WHEREAS, Shorewood is adjacent to Tonka Bay so that the two have a common border; and

WHEREAS, there is a section of Shorewood the geography of which makes it impractical to connect to the metropolitan sewer interceptor without constructing expensive pumping stations and force mains, unless the area in question is, in fact, connected to the interceptor by use of the interior lateral sewer system of Tonka Bay; and

WHEREAS, Tonka Bay and Shorewood agree that it is to the best interest of both cities to use the Tonka Bay interior sewer lines to serve the Shorewood area provided Tonka Bay is appropriately compensated for such use; and

WHEREAS, Shorewood is desirous of being served by water from the Tonka Bay municipal water system, and Tonka Bay is desirous of providing such service; and

WHEREAS, Tonka Bay and Shorewood are desirous of setting forth in this agreement provisions under which Shorewood may make use of Tonka Bay's interior sewer system to reach the metro interceptor, and also provisions whereby Shorewood may receive water service from the Tonka Bay water system.

NOW, THEREFORE, in consideration of the premises and mutual covenants, it is hereby agreed as follows:

I.

**USE OF TONKA BAY INTERIOR SEWER SYSTEM**

1. Shorewood may connect a portion of its lateral sewer system to the Tonka Bay interior sewer system for the purpose of using the Tonka Bay lines to reach the metropolitan sewer interceptor upon the adoption of a resolution by the City of Tonka Bay authorizing said connection. Hookup to such connection may be made in the City of Shorewood only upon:
  - a. Obtaining a permit from the City of Shorewood to do so, all in accordance with the ordinances of Shorewood.
  - b. Copy of the application of such permit shall be furnished forthwith to Tonka Bay. Shorewood shall issue no permit for such connection until approval or disapproval thereof has been given by Tonka Bay.
  - c. A copy of the as-built plans (mylars and electronic CAD files) of that portion of the line along with the necessary measurement to all manholes and service connections.
  - d. A plat showing the area including the platted lots of that portion of the system so connected.
  - e. A statement setting forth the maximum number of connections to be connected to the Tonka Bay system, which number shall not exceed twenty-five (25).
  - f. A cash payment to Tonka Bay for each residential hookup in an amount established annually by the Tonka Bay City Council. Said rate shall reflect initial construction costs for the sewer system along with annual adjustments based on the construction price index.
    - (i). Said residential hookup charges shall be paid either in full at the time of connection or 50% at the time of connection and the remaining 50% prorated over a period of five (5) years, Tonka Bay shall refund the prorated portion, whether paid in full at the time of connection or paid on an install basis, as described herein. Half of the cost of said hookup charge shall be nonrefundable.
    - (ii). Each unit in a multi-family dwelling shall pay to Tonka Bay a user fee at the same rate as residential users in Tonka Bay.
    - (iii). User fees for Shorewood residents hooked up to the Tonka Bay sewer system will be at the same rate as Tonka Bay residents.
    - (iv). If a commercial connection is made to the sanitary system that is using a private well for potable water, a meter shall be installed on the private well in order to determine usage.
  - g. Users connected to the Tonka Bay sewer system shall comply with the Tonka Bay ordinances governing the use of the Tonka Bay sewer system. In the event Shorewood desires to bill and collect said user fees, it shall be Shorewood's obligation to remit to Tonka Bay that amount which would be due Tonka Bay if Tonka Bay billed directly.
  - h. Shorewood shall be responsible for all delinquent sewer accounts. The accounts of all sewer users in Shorewood which are delinquent for more

than ninety (90) days shall be turned over to Shorewood, and Shorewood shall within thirty (30) days thereafter make payment to Tonka Bay and become absolute owner of the account.

- i. Shorewood shall be obligated to inspect and repair all sewer lines located in the City of Shorewood and in the event there is a defect or break allowing breakage or excessive infiltration of ground water into said lines, Shorewood shall immediately take steps to correct the same. If the break is not corrected, Tonka Bay reserves the right to discontinue service at the Tonka Bay city limits or raise said rates to compensate for additional sewer flows generated by ground water infiltration.

2. Tonka Bay will be responsible for maintaining its own interior system. In the event there is a breakdown in that system so as to preclude receiving sewage from the Shorewood connections, Tonka Bay will immediately notify Shorewood of the problem and it shall thereupon be Shorewood's responsibility to provide emergency service to the Shorewood users. Tonka Bay shall not be responsible to Shorewood for any breakdown in the Tonka Bay lines.
3. Either party may terminate use the portion of this agreement providing for future sewer connections by mailing a written notice to the other at least six (6) months prior to the intended date of termination. If any sewer connections have been made and are currently in use, neither party may terminate the agreement to provide service to those connections unless a reasonable alternative service is available. Termination in that case must also be made by mailing a written notice at least six (6) months prior to the intended date of termination.

## II.

### WATER SYSTEM

1. In the event Shorewood determines that it desires to construct and install water lines within the City of Shorewood, it may connect said lines to the Tonka Bay municipal water system upon the adoption of Tonka Bay of a resolution authorizing said connection.
2. Hook up to such connection may be made in the City of Shorewood only upon:
  - a. Obtaining a permit from the City of Shorewood to do so, all in accordance with the ordinances of Shorewood.
  - b. Copy of the application of such permit shall be submitted forthwith to Tonka Bay. No permit for such connection shall be issued by Shorewood until approval or disapproval thereof has been given by Tonka Bay.
  - c. Cash payment to Tonka Bay for each residential hook up in an amount established annually by the Tonka Bay City Council. Said rate shall reflect initial construction costs for water distribution system and water tower along with annual adjustments based on the Construction Price Index.
    - (i) Said residential hookup charges shall be paid either in full at the time of connection or 50% at the time of connection and the remaining 50% prorated over a period of five (5) years. In the event the hookup is disconnected within five years, Tonka Bay shall

refund the prorated portion, whether paid in full at the time of connection or paid on an installment basis, as described herein. Half of the cost of said hookup charge shall be non-refundable.

- (ii) Each unit in a multi-family dwelling shall pay to Tonka Bay a user fee at the same rate as residential users in Tonka Bay.
  - d. Users connected to Tonka Bay water system shall comply with the Tonka Bay ordinances governing the use of the Tonka Bay water system including the use of meters. Tonka Bay shall charge the residents of Shorewood connected to the Tonka Bay water system user fees at the same rate charged to Tonka Bay residents. In the event Shorewood desires to bill and collect said user fees, it shall be Shorewood's obligation to inspect and read the meters quarterly and remit to Tonka Bay that amount which would be due Tonka Bay if Tonka Bay billed directly.
  - e. Shorewood shall be responsible for all delinquent water accounts. The accounts of all water users in Shorewood which are delinquent for more than ninety (90) days shall be turned over to Shorewood, and Shorewood shall within thirty (30) days thereafter make payment to Tonka Bay and become absolute owner of the account.
  - f. Shorewood shall be obligated to inspect and repair all water lines located in the City of Shorewood and in the event there is a defect or break in said lines, Shorewood shall immediately take steps to correct the same. If the break is not corrected, Tonka Bay may shut off the water at the Tonka Bay city limits.
  - g. Shorewood shall not permit any connection to Tonka Bay water system without prior approval by Tonka Bay.
3. Emergency Interconnection. It is understood that there presently exists a facility to provide direct interconnection between the Tonka Bay municipal water system and the Shorewood Badger Well municipal water system at County Road 19. In the event that an emergency arises whereby either City's water system becomes impaired, such City may make use of the interconnect facility to obtain water temporarily from the other city's water system, subject to the following conditions:
- a. Notification – Should it become necessary for either Tonka Bay or Shorewood to open the valve to utilize water from the other system, the public works supervisor shall notify the public works supervisor or some other city official (administrator or Councilmembers) from the city prior to the time that the valve is opened.
  - b. Payment for Water Use – In lieu of metering, payment by one city to the other for the water used shall be based on the previous year's weekly or monthly average for that same comparable time period.

Example: If Shorewood opens valve on March 10, 1991, and uses water for one day, Tonka Bay will review records for water consumption on March 10<sup>th</sup> of 1990. If March 10, 1990 records show that 200,000 gallons of water were consumed in Tonka Bay that day and 220,000 gallons are consumed with the valve open on March 10, 1991, Shorewood shall pay Tonka Bay for the use of 20,000 gallons of water at the water rate in effect at that time. If Tonka Bay uses water from Badger Well, a similar process

would be followed to determine what amount Tonka Bay owes Shorewood.

- c. Maintenance of Valves – Each city shall be responsible for the maintenance of its own valve.
- d. Mutual Benefit – It is understood that the connection between the two cities is mutually beneficial and, in an emergency situation such as a fire, the mixing of the water from each system would not be harmful or pose any health-related problems.

IN WITNESS WHEREOF, the undersigned governmental units have caused this agreement to be executed in their behalf pursuant to the authority of their respective city councils.

**IN PRESENCE OF**

James Hoese

Date: 2/13/02

Jean Panchyshyn

Date: 2/11/02

**CITY OF TONKA BAY**

By Debra Keller  
Mayor

By Robert Ho  
Clerk

**CITY OF SHOREWOOD**

By [Signature]  
Mayor

By: [Signature]  
Clerk

MAY 19 1982

LETTER OF AGREEMENT BETWEEN THE CITY OF TONKA BAY  
AND THE CITY OF SHOREWOOD FOR PROVISION OF SEWER  
AND WATER SERVICE TO THE SHOREWOOD PUBLIC WORKS FACILITY

WHEREAS, upon the completion of the Shorewood Public Works facility located to the east of Minnetonka Plaza the City of Shorewood is desirous of becoming a customer of the Tonka Bay water and sewer utilities; and

WHEREAS, the City of Tonka Bay upon completion of the Shorewood Public Works facility, as a good neighbor to the City of Shorewood, wishes to provide sewer and water utility service to the facility.

NOW, THEREFORE BE IT RESOLVED that the parties to this agreement hereby agree to the following:

1. Upon hookup the City of Shorewood will be a regular water and sewer utility customer of the City of Tonka Bay.
2. The cost of all improvements incurred in installing the water and sewer lines from their connection with the Tonka Bay system shall be borne by the City of Shorewood. This shall include site restoration.
3. On-going repairs and maintenance of all installed lines including any water main breaks and sewer blockages between existing city lines and any new connections shall be the responsibility of the City of Shorewood.
4. The City of Tonka Bay will provide a water meter to the City of Shorewood and charge for it accordingly.
5. The cost as of the date of this agreement of one full sewer system assessment, one full water system assessment and one full water tower assessment will be paid by the City of Shorewood to the City of Tonka Bay upon hook up.
6. The cost of all standard connection fees and all permits and all standard quarterly commercial water and sewer user rates will be paid by the City of Shorewood.
7. The City of Shorewood shall obtain all necessary easements from the owners of the Minnetonka Plaza to facilitate installation and maintenance of the utilities.
8. Both Citys are interested in an alternative vehicular access site near the Tonka Bay water tower. The Citys shall share the cost of construction equally.

9. The City of Tonka Bay shall be allowed to discharge its water tower over-flow into Shorewood's storm water drainage system. Shorewood or its contractor shall hook up Tonka Bays tower over-flow to Shorewood's system.
10. The City of Shorewood shall be responsible for any damage to Minnetonka Plaza utility lines during construction. Any utility disconnection shall be reinstalled by Shorewood at the shortest and most direct location. Water and sewer service to Minnetonka Plaza shall be maintained continuously.
11. The City of Shorewood shall place a seal on the water hydrant located on the Public Works site and notify the City of Tonka Bay prior to using the water hydrant for any purpose. Emergencies such as use for a fire would be exempt from this requirement.
12. The City of Shorewood shall be responsible for engineering fees accrued by the City of Tonka Bay as a result of this project.

APPROVED BY:  
City of Tonka Bay

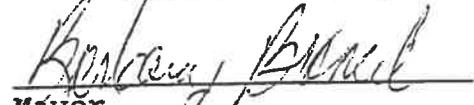
Date: 5-13-92

  
\_\_\_\_\_  
Mayor

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

APPROVED BY:  
City of Shorewood

Date: May 11, 1992

  
\_\_\_\_\_  
Mayor

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

AMENDMENT TO WATER AND SEWER AGREEMENT

TONKA BAY - SHOREWOOD

THIS AGREEMENT, made and entered into this 11th day of September, 1989, by and between the City of Tonka Bay, a Minnesota municipal corporation, hereinafter referred to as "Tonka Bay" and the City of Shorewood, a Minnesota municipal corporation, hereinafter referred to as "Shorewood",

WHEREAS, Tonka Bay and Shorewood entered into that certain agreement dated the 9th day of July, 1973, called "Water and Sewer Agreement, Tonka Bay - Shorewood", a copy of which is attached hereto as Exhibit "A" and made a part hereof as if fully set out herein, and

WHEREAS, Tonka Bay and Shorewood entered into that certain Amendment to Water and Sewer Agreement dated the 28th day of July, 1987, a copy of which is attached hereto as Exhibit "B" and made a part hereof as if fully set out herein, and

WHEREAS, the parties desire to amend paragraph II 2 c of said agreement and amendment, which refers to the cash payment to Tonka Bay for each residential hook up and the commercial hook up rate, and

WHEREAS, the parties desire to ratify said Exhibit "A" in all other respects.

NOW, THEREFORE, in consideration of the premises and mutual covenants, and other good and valuable consideration, it is hereby agreed as follows:

II 2 c of Exhibit "A" and Exhibit "B" shall be amended as follows:

c. Cash payment to Tonka Bay for each residential hook up in the amount of Two Thousand Three Hundred dollars (\$2,300.00).

Commercial hook ups shall pay the same rate as Tonka Bay users.

(i) Said residential hook up charges shall be paid either in full at the time of connection or One Thousand dollars (\$1,000.00) at the time of connection and One Thousand Three Hundred dollars (\$1,300.00) payable \$260.00 per year for a period of five (5) years. In the event the hook up is disconnected within five years, Tonka Bay shall refund any unused portion of the \$1,300.00, based upon \$260.00 per year, whether said \$1,300.00 was paid in full at the time of connection or paid on an installment basis, as described herein. One Thousand dollars (\$1,000.00) of said hook up charge shall be non-refundable.

(ii) Said hook up charge of \$2,300.00 shall not be changed by the City of Tonka Bay for a period of five years from the date hereof.

(iii) Each unit in a multi-family dwelling shall pay to Tonka Bay a user fee at the same rate as residential users in Tonka Bay.

(iv) Each residential hook up, including units in multi-family dwellings, shall pay to Tonka Bay a capital improvement charge of \$24.82 per quarter for a period of fifteen (15) years, payable quarterly and beginning with the first quarter following the date of this Amendment.

IN WITNESS WHEREOF, the undersigned governmental units have caused this agreement to be executed in their behalf pursuant to the authority of their respective City Councils.

IN PRESENCE OF:

CITY OF TONKA BAY

Ernie Luke  
Deputy clerk

By: Vern Haug  
Vern Haug, Mayor

By: Kirk C. McDonald  
Kirk C. McDonald,  
Clerk/Administrator

CITY OF SHOREWOOD

\_\_\_\_\_  
\_\_\_\_\_

By: Jan Haugen  
Jan Haugen, Mayor

By: Sandra L. Kennelly  
Sandra L. Kennelly,  
City Clerk

AMENDMENT TO WATER AND SEWER AGREEMENT

TONKA BAY - SHOREWOOD

THIS AGREEMENT, made and entered into this 28<sup>th</sup> day of July, 1987 by and between the City of Tonka Bay, a Minnesota municipal corporation, hereinafter referred to as "Tonka Bay" and the City of Shorewood, a Minnesota municipal corporation, hereinafter referred to as "Shorewood",

WHEREAS, Tonka Bay and Shorewood entered into that certain agreement dated the 9th day of July, 1973, called "Water and Sewer Agreement, Tonka Bay - Shorewood", a copy of which is attached hereto as Exhibit "A" and made a part hereof as if fully set out herein, and

WHEREAS, the parties desire to amend paragraph II 2 c of said agreement, which refers to the cash payment to Tonka Bay for each residential hook up and the commercial hook up rate, and

WHEREAS, the parties desire to ratify said Exhibit A in all other respects,

NOW, THEREFORE, in consideration of the premises and mutual covenants, and other good and valuable consideration, it is hereby agreed as follows:

II 2 c of Exhibit "A" shall be amended as follows:

- c. Cash payment to Tonka Bay for each residential hook up in the amount of one thousand five hundred dollars (\$1,500.00). Commercial hook ups shall pay the same rate as Tonka Bay users.

IN WITNESS WHEREOF, the undersigned governmental units have caused this agreement to be executed in their behalf pursuant to the authority of their respective City Councils.

IN PRESENCE OF:

CITY OF TONKA BAY

BY: *Ruth M. Sherman*  
Ruth M. Sherman, Mayor

BY: *Kirk C. McDonald*  
Kirk C. McDonald, Clerk/  
Administrator

CITY OF SHOREWOOD

BY: *Robert Rascop*  
Robert Rascop, Mayor

BY: *Sandra L. Kennelly*  
Sandra L. Kennelly, Clerk

WATER AND SEWER AGREEMENT  
TONKA BAY - SHOREWOOD

THIS AGREEMENT made and entered into this 9 day of July, 1973 by and between the Village of Tonka Bay, a municipal corporation, hereinafter referred to as Tonka Bay, and the Village of Shorewood, a municipal corporation, hereinafter referred to as Shorewood,

WHEREAS, Tonka Bay did in the year 1965 construct an interior sewer system to serve land located within the confines of its village, and

WHEREAS, Tonka Bay did during the year 1972 construct an interior water system to serve the land located within the confines of its village, and

WHEREAS, the Metropolitan Sewer Board did during the year 1971 construct a Metropolitan Sewer line to serve, among other municipalities, in such a manner as to collect the sewage from Tonka Bay at one point at or near Manitou, Hennepin County Road No. 19 intersection, and

WHEREAS, the Village of Shorewood did during the year 1972 construct a municipal sewer system to serve properties located within the confines of its village, and

WHEREAS, the metropolitan interceptor serves Shorewood so that the trunks constructed by the Village of Shorewood can, in most cases, connect with the metropolitan interceptor at points within the confines of Shorewood, and

WHEREAS, Shorewood is adjacent to Tonka Bay so that the two have a common border, and

WHEREAS, there is a section of Shorewood the geography of which makes it impractical to connect to the metropolitan sewer interceptor without constructing expensive pumping stations and force mains, unless the area in question is, in fact, connected to the interceptor by use of the interior lateral sewer system of Tonka Bay, and

WHEREAS, Tonka Bay and Shorewood agree that it is to the best interest of both villages to use the Tonka Bay interior sewer lines to serve the Shorewood area provided Tonka Bay is appropriately compensated for such use, and

desirous of providing such service, and

WHEREAS, Tonka Bay and Shorewood are desirous of setting forth in this agreement provisions under which Shorewood may make use of Tonka Bay's interior sewer system to reach the metro interceptor, and also provisions whereby Shorewood may receive water service from the Tonka Bay water system,

NOW, THEREFORE, in consideration of the premises and mutual covenants, it is hereby agreed as follows:

I.

USE OF TONKA BAY INTERIOR SEWER SYSTEM

1. Shorewood may connect a portion of its lateral sewer system to the Tonka Bay interior sewer system for the purpose of using the Tonka Bay lines to reach the metropolitan sewer interceptor provided that Shorewood concurrently file with the Village of Tonka Bay:

- a. A copy of the as-built plans of that portion of the lines so connected.
- b. A plat showing the area including the platted lots of that portion of the system so connected.
- c. A statement setting forth the maximum number of connections to be connected to the Tonka Bay system, which number shall not exceed -20-.
- d. A cash payment to Tonka Bay in the amount of \$300.00 for each unit hooked up or anticipated to be hooked up to the Tonka Bay system.

2. Tonka Bay will bill Shorewood annually a proportion of the cost of maintaining the interior Tonka Bay lines, which bill will be computed by first determining the cost of maintaining the Tonka Bay sewer system and taking a percentage of the cost which the Shorewood connections bear to 500 (Tonka Bay connections).

3. Tonka Bay will be responsible for maintaining its own interior system. In the event there is a breakdown in that system so as to preclude receiving sewage from the Shorewood connections, Tonka Bay will immediately notify Shorewood of the problem and it shall thereupon be Shorewood's responsibility to provide

EXHIBIT A

Page 2 of 4

-2-

responsible to Shorewood for any breakdown in the Tonka Bay lines.

4. Shorewood shall be at liberty at any time to terminate use of the Tonka Bay lines; however, no money shall be due and payable to Shorewood in the event of termination of such use.

## II.

### WATER SYSTEM

1. In the event Shorewood determines that it desires to construct and install water lines within the Village of Shorewood, it may connect said lines to the Tonka Bay municipal water system upon the adoption by Tonka Bay of a resolution authorizing such connection.

2. Hook up to such connection may be made in the Village of Shorewood only upon:

a. Obtaining a permit from the Village of Shorewood to so do, all in accordance with the ordinances of Shorewood.

b. Copy of the application of such permit shall be submitted forthwith to Tonka Bay. No permit for such connection shall be issued by Shorewood until approval or disapproval thereof has been given by Tonka Bay.

c. Cash payment to Tonka Bay for each residential hook up in the amount of \$500.00. Commercial hook ups shall pay the same rate as Tonka Bay users.

d. Users connected to Tonka Bay water system shall comply with the Tonka Bay ordinances governing the use of the Tonka Bay water system including the use of meters. Tonka Bay shall charge the residents of Shorewood connected to the Tonka Bay water system user fees at the same rate charged to Tonka Bay residents. In the event Shorewood desires to bill and collect said user fees, it shall be Shorewood's obligation to inspect and read the meters quarterly and remit to Tonka Bay that amount which would be due Tonka Bay if Tonka Bay billed directly.

e. Shorewood shall be responsible for all delinquent water accounts. The accounts of all water

users in Shorewood which are delinquent for more than ninety (90) days shall be turned over to Shorewood and Shorewood shall within thirty (30) days thereafter make payment to Tonka Bay and become absolute owner of the account.

f. Shorewood shall be obligated to inspect and repair all water lines located in the Village of Shorewood and in the event there is a defect or break in said lines, Shorewood shall immediately take steps to correct the same. If the break is not corrected, Tonka Bay may shut off the water at the Tonka Bay village limits.

g. Shorewood shall not permit any connection to Tonka Bay water system without prior approval by Tonka Bay.

IN WITNESS WHEREOF, the undersigned governmental units have caused this agreement to be executed in their behalf pursuant to the authority of their respective village councils.

IN PRESENCE OF:

\_\_\_\_\_  
*Approved 6/26/73*

\_\_\_\_\_  
*Approved 7/9/73*

VILLAGE OF TONKA BAY

By *Edward S. Bauman*  
Mayor

By *Darochy Halder*  
Clerk

VILLAGE OF SHOREWOOD

By *J. Holloc*  
Mayor

By *Mary H. Marake*  
Clerk - Deputy

WATER AND SEWER AGREEMENT  
TONKA BAY - SHOREWOOD

THIS AGREEMENT made and entered into this 9 day of July, 1973 by and between the Village of Tonka Bay, a municipal corporation, hereinafter referred to as Tonka Bay, and the Village of Shorewood, a municipal corporation, hereinafter referred to as Shorewood,

WHEREAS, Tonka Bay did in the year 1965 construct an interior sewer system to serve land located within the confines of its village, and

WHEREAS, Tonka Bay did during the year 1972 construct an interior water system to serve the land located within the confines of its village, and

WHEREAS, the Metropolitan Sewer Board did during the year 1971 construct a Metropolitan Sewer line to serve, among other municipalities, in such a manner as to collect the sewage from Tonka Bay at one point at or near Manitou, Hennepin County Road No. 19 intersection, and

WHEREAS, the Village of Shorewood did during the year 1972 construct a municipal sewer system to serve properties located within the confines of its village, and

WHEREAS, the metropolitan interceptor serves Shorewood so that the trunks constructed by the Village of Shorewood can, in most cases, connect with the metropolitan interceptor at points within the confines of Shorewood, and

WHEREAS, Shorewood is adjacent to Tonka Bay so that the two have a common border, and

WHEREAS, there is a section of Shorewood the geography of which makes it impractical to connect to the metropolitan sewer interceptor without constructing expensive pumping stations and force mains, unless the area in question is, in fact, connected to the interceptor by use of the interior lateral sewer system of Tonka Bay, and

WHEREAS, Tonka Bay and Shorewood agree that it is to the best interest of both villages to use the Tonka Bay interior sewer lines to serve the Shorewood area provided Tonka Bay is appropriately compensated for such use, and

WHEREAS, Shorewood is desirous of being served by water from the Tonka Bay municipal water system, and Tonka Bay is desirous of providing such service, and

WHEREAS, Tonka Bay and Shorewood are desirous of setting forth in this agreement provisions under which Shorewood may make use of Tonka Bay's interior sewer system to reach the metro interceptor, and also provisions whereby Shorewood may receive water service from the Tonka Bay water system,

NOW, THEREFORE, in consideration of the premises and mutual covenants, it is hereby agreed as follows:

I.

USE OF TONKA BAY INTERIOR SEWER SYSTEM

1. Shorewood may connect a portion of its lateral sewer system to the Tonka Bay interior sewer system for the purpose of using the Tonka Bay lines to reach the metropolitan sewer interceptor provided that Shorewood concurrently file with the Village of Tonka Bay:
  - a. A copy of the as-built plans of that portion of the lines so connected.
  - b. A plat showing the area including the platted lots of that portion of the system so connected.
  - c. A statement setting forth the maximum number of connections to be connected to the Tonka Bay system, which number shall not exceed -20-.
  - d. A cash payment to Tonka Bay in the amount of \$300.00 for each unit hooked up or anticipated to be hooked up to the Tonka Bay system.
2. Tonka Bay will bill Shorewood annually a proportion of the cost of maintaining the interior Tonka Bay lines, which bill will be computed by first determining the cost of maintaining the Tonka Bay sewer system and taking a percentage of the cost which the Shorewood connections bear to 500 (Tonka Bay connections).
3. Tonka Bay will be responsible for maintaining its own interior system. In the event there is a breakdown in that system so as to preclude receiving sewage from the Shorewood connections, Tonka Bay will immediately notify Shorewood of the problem and it shall thereupon be Shorewood's responsibility to provide

emergency service to the Shorewood users. Tonka Bay shall not be responsible to Shorewood for any breakdown in the Tonka Bay lines.

4. Shorewood shall be at liberty at any time to terminate use of the Tonka Bay lines; however, no money shall be due and payable to Shorewood in the event of termination of such use.

## II.

### WATER SYSTEM

1. In the event Shorewood determines that it desires to construct and install water lines within the Village of Shorewood, it may connect said lines to the Tonka Bay municipal water system upon the adoption by Tonka Bay of a resolution authorizing such connection.

2. Hook up to such connection may be made in the Village of Shorewood only upon:

a. Obtaining a permit from the Village of Shorewood to so do, all in accordance with the ordinances of Shorewood.

b. Copy of the application of such permit shall be submitted forthwith to Tonka Bay. No permit for such connection shall be issued by Shorewood until approval or disapproval thereof has been given by Tonka Bay.

c. Cash payment to Tonka Bay for each residential hook up in the amount of \$500.00. Commercial hook ups shall pay the same rate as Tonka Bay users.

d. Users connected to Tonka Bay water system shall comply with the Tonka Bay ordinances governing the use of the Tonka Bay water system including the use of meters. Tonka Bay shall charge the residents of Shorewood connected to the Tonka Bay water system user fees at the same rate charged to Tonka Bay residents. In the event Shorewood desires to bill and collect said user fees, it shall be Shorewood's obligation to inspect and read the meters quarterly and remit to Tonka Bay that amount which would be due Tonka Bay if Tonka Bay billed directly.

e. Shorewood shall be responsible for all delinquent water accounts. The accounts of all water

users in Shorewood which are delinquent for more than ninety (90) days shall be turned over to Shorewood and Shorewood shall within thirty (30) days thereafter make payment to Tonka Bay and become absolute owner of the account.

f. Shorewood shall be obligated to inspect and repair all water lines located in the Village of Shorewood and in the event there is a defect or break in said lines, Shorewood shall immediately take steps to correct the same. If the break is not corrected, Tonka Bay may shut off the water at the Tonka Bay village limits.

g. Shorewood shall not permit any connection to Tonka Bay water system without prior approval by Tonka Bay.

IN WITNESS WHEREOF, the undersigned governmental units have caused this agreement to be executed in their behalf pursuant to the authority of their respective village councils.

IN PRESENCE OF:

VILLAGE OF TONKA BAY

By Edward S. Bauman  
Mayor

By Dorothy Halder  
Clerk

VILLAGE OF SHOREWOOD

By J. E. Holloway  
Mayor

By Mary H. Marske  
Clerk - Deputy

Approved 6/26/73

Approved 7/9/73

## WATER AND SEWER CONNECTION AGREEMENT

THIS AGREEMENT, made this 25th day of January, 1993, by and between the CITY OF SHOREWOOD, a municipal corporation, (the "City") and Judy and Pete Budreau of 1030 Holly Lane, Shorewood, Minnesota, (the "Applicant").

WHEREAS, Applicant has an interest in certain real property (the "Subject Property") located in the City of Shorewood, County of Hennepin, State of Minnesota, described as:

"Lot 1, Block 1, Minnelowa"

WHEREAS, the City owns a municipal water system which does not presently serve the Subject Property; and

WHEREAS, the City owns a municipal sanitary sewer system abutting the property, but connection of the Subject Property to said sewer would involve working within a protected wetland; and

WHEREAS, the Applicant desires to interconnect with the Chanhassen Municipal Water and Sewer Systems and pay to the City of Chanhassen connection charges therefore; and

WHEREAS, the City is willing to permit Applicant to connect to the Chanhassen Municipal Water and Sewer Systems provided that Applicant agrees to the provisions contained herein.

NOW, THEREFORE, in consideration of the mutual contained covenants herein, the parties agree as follows:

1. Applicant shall have the right to interconnect with the Chanhassen Municipal Water and Sewer Systems and pay to the City of Chanhassen connection charges therefore.
2. All work involved in such interconnection will be done according to City specifications and under City supervision and all expenses and costs connected therewith will be paid by Applicant.
3. In the event that City extends the Shorewood municipal water system to serve the Subject Property at some time in the future, Applicant agrees to pay any assessment in connection therewith on the same basis as all other properties assessed at that time, and Applicant herewith specifically agrees to waive any claims or defenses to said assessment based upon a theory of no benefit because of the water connection allowed herein.

4. It is further agreed by and between the parties that this Agreement shall run with the land and shall benefit and be binding upon their respective legal representatives, successors and assigns.

5. That the Applicant records this Agreement with the Hennepin County Recorder or Registrar of Titles within thirty (30) days of Chanhassen's approval of the connection.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Judith Ecker Budreau  
Applicant

CITY OF SHOREWOOD

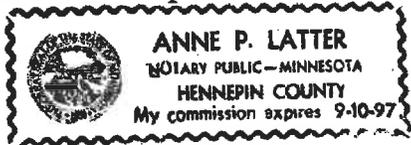
Barbara J. Branoel  
Barbara J. Branoel, Mayor

Judith Ecker Budreau  
Owner

James C. Hurm  
James C. Hurm, City Administrator/Clerk

STATE OF MINNESOTA  
SS.  
COUNTY OF HENNEPIN

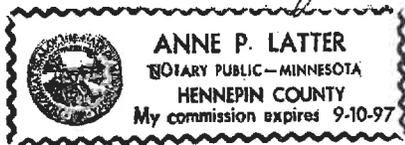
On this 25th day of January, 1993, before me, a Notary Public within and for said County, personally appeared Barbara Brancel and James Hurm to me personally known, who, being each by me duly sworn, did say that they are respectively the Mayor and City Clerk/Administrator of the municipal corporation named in the foregoing instrument, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and said Mayor and City Clerk/Administrator acknowledged said instrument to be the free act and deed of said corporation.



Anne P Latter  
Notary Public

STATE OF MINNESOTA  
SS.  
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of June, 1993 by Judith Ecker Padreau



Anne P Latter  
Notary Public

STATE OF MINNESOTA  
SS.  
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_, by \_\_\_\_\_

\_\_\_\_\_  
Notary Public

AGREEMENT

This Agreement, made and entered into by and between the Metropolitan Sewer Board (hereinafter called the Board), the Village of Shorewood (hereinafter called Shorewood), and the Village of Chanhassen (hereinafter called Chanhassen);

WITNESSETH THAT, In the joint and separate exercise of each of their powers and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

Section 1. Recitals.

1.01. Council & Sewer Board. Pursuant to Laws 1969, Chapter 449, the Metropolitan Council has adopted a comprehensive plan for the collection, treatment and disposal of sewage in the metropolitan area and has established the Sewer Board to construct, operate and maintain a sewerage system for this purpose. Chapter 449 authorizes the Board at any time after January 1, 1970, to acquire, construct and equip all interceptors and treatment works needed to implement the Council's comprehensive plan.

1.02. Shorewood Interceptor. The Board has determined that an interceptor sewer extending from a point on Vine Hill Road 600 feet north of Cavington Road in Shorewood westerly to the intersection of Virginia Drive and the southerly boundary of Hennepin County, including a sewage pumping station located near this point, located in Shorewood, should be constructed to implement the Council's comprehensive plan, and that the interceptor should be constructed at this time. The interceptor is designated in red on sheets 1 through 8, 10, 11, 16 and 17 of the Detailed Drawings for the Construction Project prepared by the consulting engineers and dated September 21, 1970, which are by reference incorporated herein and made a part hereof, and is hereinafter referred to as "the Interceptor".

1.03. Shorewood and Chanhassen Facilities. Shorewood has authorized the construction of various sanitary sewer pipes and lift stations, connecting

directly or indirectly to the Interceptor, which are designated in green on sheets 4,8,9, 15 and 17 of the Detailed Drawings, will be used solely by Shorewood, and are hereinafter referred to as the "Shorewood facilities". Shorewood has also authorized the construction of certain sewer pipes and lift stations which are designated in yellow on sheets 12 through 15 of the Detailed Drawings, will be used by Shorewood and Chanhasen, and are hereinafter referred to as the "Shorewood-Chanhasen facilities". Shorewood covenants that it has taken all proceedings necessary under Minnesota Statutes, Chapter 429 to authorize it to proceed with the construction of and the issuance of bonds to finance all of such facilities, except the award of a construction contract.

1.04. Joint Construction. The Interceptor, the Shorewood facilities and the Shorewood-Chanhasen facilities can best and most economically be constructed by the Board under a single set of plans and specifications and a single construction contract. All of the improvements to be constructed, including the Interceptor, the Shorewood facilities and the Shorewood-Chanhasen facilities, are herein referred to as the "Construction Project."

## Section 2. Interceptor Construction.

2.01. Plans and Specifications. The Board has retained Orr-Schelen-Mayeron & Associates, Inc., consulting engineers, to prepare plans and specifications for the Construction Project. The plans and specifications have been prepared, presented to and approved by the Board, Shorewood and Chanhasen.

2.02. Construction Contract. The Board has advertised and received bids for construction of the Construction Project, and has furnished Shorewood and Chanhasen with a complete tabulation of the bids received and their recommendations regarding them. The advertisement for bids divided the work into Sections I, IIA and IIB. Section I comprises a portion of the Interceptor and a portion of the Shorewood facilities. Section IIA comprises a portion of the Interceptor and all of the Shorewood-Chanhasen facilities. Section IIB comprises

a portion of the Shorewood facilities. The apparent low bidder for Section I is Orfei & Sons, Inc., whose base bid for Section I is \$2,912,576.90. Said bid is the lowest and best bid received for Section I, and the Board shall award a contract for the construction of it to said bidder. The apparent low bidder for Sections IIA and IIB is Nodland Associates, Inc., whose base bid for Section IIA is \$838,530.70, and whose base bid for Section IIB is \$413,381.00. Said bid is the lowest and best bid received for Sections IIA and IIB, and the Board shall award a contract for the construction of these sections to said bidder.

2.03. Contract Administration. Except as hereinafter provided, the construction contract shall be administered by the Board, and the Board agrees to cause the Construction Project to be completed in accordance with the construction contract. The Board shall provide a resident engineer to supervise the performance of the work, but Shorewood and Chanhassen may inspect the materials for and construction of their facilities at any time, and may request the Board to require the contractor to perform any part of the contract in accordance with its terms, and to enforce any provision of the contract necessary to obtain such performance.

2.04. Sewer Board's Designee. Any action or right which may be taken or exercised by the Board under this contract, may be taken or exercised by the Board's Chief Administrator or his designee on behalf of the Board.

Section 3. Construction Project Financing.

3.01. Construction Project Costs. The total cost of the Construction Project, based on the unit prices and lump sum amounts specified in the low bids, copies of which are attached hereto and marked Exhibit B, are now estimated to be as follows:

A. Construction Contract Costs:	\$4,164,488.60
B. Engineering (6% of item A):	249,869.32
C. Construction Supervision (3% of item A):	124,934.66
D. Legal and Administrative (1% of item A):	41,644.89
E. Right of Way (estimated):	50,000.00
Total	<u>\$4,630,937.47</u>

On completion of the contract, the Board shall finally determine the total cost of the Construction Project, the Interceptor, the Shorewood facilities and the Shorewood-Chanhassen facilities and shall furnish Shorewood and Chanhassen with a copy of such determination.

3.02. Allocation of Costs. The Board agrees to pay all costs of the Interceptor, including construction contract costs, engineering costs, construction supervision costs, legal and administrative costs, and right-of-way costs. Shorewood agrees to pay all costs of the Shorewood facilities, including construction contract costs, engineering costs, construction supervision costs, legal and administrative costs, and right of way costs, as finally determined by the Board in accordance with Section 3.01. Such costs to be paid by Shorewood shall be the total of the following: (a) construction contract cost; (b) engineering costs, in an amount equal to that percentage of Item B, Section 3.01, determined by dividing the construction contract cost of the Shorewood facilities by the construction contract cost of the Construction Project; (c) construction supervision cost, in an amount equal to that percent of Item C, Section 3.01 determined in the same manner as the engineering cost; (d) legal and administrative cost, in an amount equal to that percentage of Item D, Section 3.01 determined in the same manner as the engineering cost; and (e) right-of-way cost. Shorewood and Chanhassen agree to pay all costs of the Shorewood-Chanhassen facilities, in the proportions established pursuant to Section 3.03, including construction contract costs, engineering costs, construction supervision costs, legal and administrative costs, and right of way costs, as finally determined by the Board in accordance with Section 3.01. Such costs shall be the total of the following: (a) construction contract cost; (b) engineering costs, in an amount equal to that percentage of Item B, Section 3.01, determined by dividing the construction contract cost of the Shorewood-Chanhassen facilities by the construction contract cost of the Construction Project; (c) construction supervision cost, in an amount equal to that percent of Item C, Section 3.01 determined in the

same manner as the engineering cost; (d) legal and administrative cost, in an amount equal to that percentage of Item D, Section 3.01 determined in the same manner as the engineering cost; and (e) right of way cost.

3.03. Shorewood-Chanhassen Cost Sharing. Shorewood and Chanhassen agree to submit to the Board on or before March 1, 1971, a written agreement between them specifying the percentage of the cost of the Shorewood-Chanhassen facilities to be paid by each of them; and the Board shall apportion between them in accordance with such agreement amounts due to it for such facilities as provided in Section 3.04. If the Board has not received such agreement on or before March 1, 1971, the Board shall determine the percentage of the cost of the Shorewood-Chanhassen facilities to be paid by each of them, and shall notify Shorewood and Chanhassen of its determination. Thereafter the Board shall apportion amounts due to it for such facilities as provided in Section 3.04 between Shorewood and Chanhassen in accordance with its determination. The percentages determined by the Board shall be binding and conclusive upon Shorewood and Chanhassen, and each shall pay that percentage of amounts due for such facilities under Section 3.04.

3.04. Payment of Costs. The Board shall, on behalf of all parties, pay all costs of the Construction Project as incurred and allowed in accordance with the construction contract; provided that costs paid for items of work and materials for the Shorewood facilities and the Shorewood-Chanhassen facilities shall be subject to approval of Shorewood and Shorewood and Chanhassen, respectively. The parties intend that the Board should not be required to use its own funds to pay costs of the Shorewood facilities or the Shorewood-Chanhassen facilities when due, and that Shorewood and Chanhassen should make moneys available to the Board as herein provided for this purpose. The Board shall submit to each of Shorewood and Chanhassen once each month a statement for its share of all construction contract costs approved for payment to the contractor, together with the estimates approved for payment to the contractor. Shorewood and Chanhassen shall each pay



of such facilities. In such event, Shorewood and Chanhassen shall not be liable for the cost of such facilities under Section 3 of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 8<sup>th</sup> day of April, 1971.

Metropolitan Sewer Board

Frank Coughlin

By [Signature]  
Chairman

Kathleen Croberna

And [Signature]  
Chief Administrator

Village of Shorewood

[Signature]

By+ [Signature]  
Mayor

Margaret Vanderveer

And [Signature]  
Clerk

Village of Chanhassen

Steven J. Wolf

By [Signature]  
Mayor

[Signature]

And [Signature]  
Clerk

AGREEMENT FOR JOINT USAGE OF  
SANITARY SEWER AND WATER FACILITIES  
BETWEEN THE VILLAGES OF SHOREWOOD  
AND EXCELSIOR

THIS AGREEMENT, made and entered into this 9<sup>th</sup> day of July, 1973 by and between the Village of Excelsior, a Municipal Corporation of the State of Minnesota, hereinafter referred to as "Excelsior" and the Village of Shorewood, a Municipal Corporation of the State of Minnesota, hereinafter referred to as "Shorewood",

WHEREAS, Excelsior and Shorewood have common boundaries in certain area, and

WHEREAS, it is reasonable and feasible and in the public interest to interchange sewer and water as needs and convenience of the public may require,

NOW, THEREFORE, in the joint exercise of the common power to construct and maintain sewer and water facilities, it is hereby agreed, as follows:

1. Sewer-Water Interchange. Excelsior and Shorewood agree to interchange sewer and water service upon the recommendation of their respective village engineers.

2. Construction Payment. Any municipality may undertake construction at its own expense. Any municipality will pay the other municipality for any construction undertaken for its benefit and at its request. In the event construction benefits lands outside the furnishing municipality, that municipality may charge each connection a sum equal to the amount which would be assessed against like properties in the furnishing municipality in addition to its usual connection charges.

3. Maintenance Charges. Any municipality receiving such service shall pay to the municipality furnishing such service any and all periodic sewer and water service charges for each connection within the receiving municipality. Such charges shall be based upon and equivalent to the charges made to like connections in the furnishing municipality.

4. Construction. Construction may be undertaken by either party upon the recommendation and approval of the village engineer and the village council of the village in which the construction is to be done. The connections to the sanitary sewer and water

facilities furnished, will be in accordance with the specifications and requirements of the furnishing municipality as well as the receiving municipality. Inspections of the sewer and water connections may be made by either municipality.

5. Permits. A permit for connection to sewer or water services shall not be issued by the municipality receiving such services until the municipality furnishing such services has issued a permit.

6. Ownership. The sewer and water facilities of the furnishing municipality in the furnishing municipality shall remain the sole and exclusive property of the furnishing municipality. The sewer facilities in the receiving municipality shall remain the sole and exclusive property of the receiving municipality. Nothing herein to the contrary, the water line to be constructed by Excelsior in Glencoe Road and Academy Avenue, the water line in Water Street and Academy Avenue and the sewer line in Water Street and Academy Avenue constructed by Excelsior shall be the sole and exclusive property of Excelsior. Nothing herein to the contrary, the parties do not seek to relieve themselves from any obligation that may exist to Independent School District No. 276 by reason of previous agreements with respect to sewer.

7. Assessment. The furnishing municipality shall provide necessary feasibility reports if requested so that the receiving municipality may conduct public hearings and if so requested no permit shall be issued by the furnishing municipality until advised in writing by the receiving municipality that it has completed all appropriate public hearings and have satisfied all statutory requirements necessary to assess for the improvement of the benefited properties located in the receiving municipality.

8. Performance Standards. The receiving municipality agrees to permit no usage of sewer or water facilities which is prohibited by ordinance or otherwise in the furnishing municipality, and further agrees to immediately enjoin any such use.

9. Hold Harmless. The municipality which undertakes any construction under and pursuant to this agreement hereby agrees and covenants to hold harmless the other municipality from any and all liability to third persons which may result from the

construction work to be performed under this agreement, and further to restore any damage to any streets or sewer facilities or water facilities of the other municipality occasioned by work performed under this agreement.

10. MSB Credits. The foregoing provisions for payment of charges by the receiving municipality for sewer or water service, or both, shall be subject to any provisions for the extension of credit, or credits, by the Metropolitan Sewer Board for the furnishing and supplying of sewer facilities by one municipality to another or by any act of the legislature of the State of Minnesota and providing for credits to any municipality furnishing or supplying water service to another municipality.

IN WITNESS WHEREOF, the undersigned Mayor and Manager of the Village of Excelsior and the Village of Shorewood have hereunto set their hands pursuant to authority granted them by the Councils of the respective municipalities.

VILLAGE OF EXCELSIOR

BY Richard S. Thomas  
Mayor

Council Approval

August 13 1973

BY Ray S. Sorenson  
Manager

VILLAGE OF SHOREWOOD

BY F. Holleran  
Mayor

Council Approval

July 9, 1973

BY Mary H. Marake  
Clerk-Deputy Manager

AGREEMENT

This Agreement made and entered into this 16th day of November, 1971, by and between the Village of Excelsior, a municipal corporation, of the County of Hennepin, State of Minnesota, hereinafter referred to as Excelsior, and the Village of Shorewood, a municipal corporation, of the County of Hennepin, State of Minnesota, hereinafter referred to as Shorewood.

WHEREAS, Excelsior is presently operating sanitary sewer laterals in Excelsior which lead to a sanitary sewage disposal plant operated by the Metropolitan Sewer Board, and

WHEREAS, certain areas of Shorewood might economically be sewerred through the use of certain Excelsior interior sanitary lines, and

WHEREAS, a portion of the capacity of certain Excelsior sanitary sewer lines in Excelsior can be made available to certain residents of Shorewood, and

WHEREAS, Shorewood finds that economic savings can be derived by designing a portion of its sanitary sewer system in Shorewood to make use of Glencoe Road trunk sanitary sewer, hereinafter referred to as Trunk, and

WHEREAS, Excelsior and Shorewood have determined that it would be economical and advisable to mutually construct a trunk sanitary sewer line along Glencoe Road in Excelsior, and

WHEREAS, Minnesota Statutes 444.075, Subdivision 5, permits two or more Governmental units to enter into a contract for joint cooperative attainment and use of sanitary sewage facilities, and

WHEREAS, Shorewood has previously agreed to pay a portion of the cost of Glencoe Road trunk sewer, and

WHEREAS, the trunk sewer project was let for bids with the Metropolitan Sewer Board, Shorewood II, Project 70-71, and the low bid received was \$43,728.00, and

WHEREAS, Shorewood approved of said bid and agreed to pay one-half of the aforementioned \$43,728.00 in the amount of \$21,864.00, and

WHEREAS, Excelsior rejected the \$43,728.00 bid, and  
WHEREAS, Excelsior relet the project for bids, and  
WHEREAS, Excelsior has constructed the Glencoe Road trunk  
at a cost of \$42,360.15, and

WHEREAS, Shorewood and Excelsior are desirous of enter-  
ing into future contractual relations relative to the possible  
future use of Excelsior sanitary sewer lines, to-wit:

IT IS HEREBY AGREED AS FOLLOWS:

1. General Purpose

General purpose of this Agreement is to permit Shorewood to provide certain of its residents with sanitary sewage disposal facilities through connections to the trunk running in Glencoe Road located in Excelsior, and also through that connection directly to the Excelsior sewage disposal facility and/or the Metropolitan sewage disposal facility, as the case may be; and for Shorewood to pay a portion of the cost of the construction of said Glencoe Road trunk for the right to connect to said line and to carry sewage through said line to the Metropolitan Sewer Board sewage disposal facility.

2. Payment

Shorewood shall pay to Excelsior \$21,864.00 as and for its previously agreed upon proportion of the cost of the construction of the Glencoe Road Trunk.

3. Duration of Use

Shorewood shall have the perpetual right to use and to convey sewage through the Glencoe Road Trunk to the Metropolitan Sewer Board Treatment Plant and interceptor system as the case may be; consistent with capacity usage hereinafter referred to in Paragraph 4.

4. Capacity

Shorewood residents and Excelsior residents each shall have the right to connect within their respective village limits 25 residential single family sewage equivalent units.

5. Ownership

Excelsior shall be the owner of said Glencoe Road Trunk and shall be solely obligated for any cost of maintenance, repair or reconstruction of any part of the Glencoe Road Trunk located within the village limits of Excelsior.

6. Covenant

Excelsior covenants and warrants Shorewood that it has complied with the requirements and regulations of Minnesota Statutes, Chapter 429, in order that Shorewood may use the special assessment procedure provided for in Minnesota Statutes, Chapter 429, to pay for its proportion of the share of the cost of the Glencoe Road Trunk as aforementioned.

7. Connections

Shorewood and Excelsior shall not allow hookups to be connected to any sewer line which has been connected to the Glencoe Road Trunk for more than the maximum number of residential single family sewage equivalent units than authorized by this Agreement in Paragraph 4 hereinabove without the approval of both villages.

8. Metropolitan Sewer Board

It is contemplated by the parties to this Agreement that Excelsior shall enter into a contract with the Metropolitan Sewer Board for the rental on its sanitary sewer line in Excelsior.

9. Impossible Performance

The extent provided in this Agreement, Excelsior shall accept, and convey sewage originating from users in Shorewood under the terms of this Agreement, and it shall provide in a good workmanlike manner the maintenance and other services as required by this Agreement. However, the obligation of Excelsior to do so is contingent upon matters within its jurisdiction and control. Such service shall be deemed impossible performance in the event of strikes, accidents, acts of God, or other matters beyond the control of Excelsior.

10. Temporary Interruption

This Agreement shall not be deemed breached

by Excelsior by reason of temporary reduction in capacity due to this joint facilities' repair.

11. Arbitration

In the event there should be a dispute between the parties concerning the meaning of this contract, or any parts of it, or concerning any alleged breach thereof, such dispute is not resolved within thirty days, either party may and the complaining party before taking any action shall submit the matter for arbitration. Each party shall then within ten days designate one arbitrator and the two arbitrators so selected shall jointly within ten days after select a third and if the arbitrators fail to select a third within ten days after their appointment, either arbitrator may make application to any judge of the District Court of Hennepin County to appoint a third arbitrator and such selection shall be binding upon the parties hereto. In the event said arbitrators find the contract has been violated and the violation has not within fifteen days purged itself of such violation, then the other party may proceed to employ any and all remedies available to it by law. Except as otherwise provided herein or limited by State Statute, this Agreement shall be perpetual in duration and shall be binding upon the parties hereto, it successors and assigns.

IN WITNESS WHEREOF, the Village of Excelsior has caused this Agreement to be executed in its behalf by its proper officers thereunto duly authorized pursuant to action of its Village Council on the 13th day of September, 1971, by Resolution No. 216 and the Village of Shorewood has caused this Agreement to be executed in its behalf by its proper officers thereunto duly authorized, pursuant to action of its Village Council on the 13 day of September, 1971,

by Resolution No. 216, and they have caused their respective corporate seals to be hereunto affixed on the date first above written.

IN PRESENCE OF:

Richard A. Thomas

James H. Stuchman

William F. Kelly

Carolyn Kerber

VILLAGE OF EXCELSIOR

By Joe Ray C. Beckholz

By Ray E. Swenson

VILLAGE OF SHOREWOOD

By D. J. [unclear]

By Michael J. Howell

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of October 1973, by and between the Village of Shorewood, a Minnesota municipal corporation, in the County of Hennepin, State of Minnesota, hereinafter referred to as "Shorewood", and the City of Minnetonka, a Minnesota municipal corporation, in the County of Hennepin, State of Minnesota, hereinafter referred to as "Minnetonka",

WHEREAS, Shorewood is presently constructing and operating a sanitary sewer system in Shorewood which leads to a sanitary sewer disposal plant operated by the Metropolitan Sewer Board, and

WHEREAS, Minnetonka is presently constructing and operating a sanitary sewer system in Minnetonka which leads to a sanitary sewer disposal plant operated by the Metropolitan Sewer Board, and

WHEREAS, certain areas of Shorewood might economically be served by the use of certain Minnetonka trunk lines, and

WHEREAS, a portion of the capacity of certain Minnetonka trunk lines could be made available for the use of Shorewood, and

WHEREAS, Minnesota Statutes 444.075 (5) permits two or more governmental units to enter into a contract for joint cooperative attainment and use of sanitary sewer facilities,

NOW, THEREFORE, it is hereby agreed as follows:

1. Minnetonka will oversize the sanitary sewer trunk line north of Kingswood Terrace and east of Vine Hill Road, hereinafter referred to as "Kingswood Sewer" to a sufficient size to accommodate sewage generating from the immediate area in Shorewood.

2. Minnetonka will provide an eight inch stub westerly of

the Kingswood sewer to the easterly right-of-way line of Vine Hill Road in order that Shorewood may connect a portion of its system to the Kingswood sewer.

3. Shorewood and Minnetonka will share equally the cost of excavating and replacing with adequate road base material that portion of Vine Hill Road from Hanus Road to 600 feet south of Hanus Road, which is to be excavated during the construction of the sanitary sewer.

4. Shorewood will construct and oversize that portion of the sanitary sewer in Vine Hill from Hanus Road to the Metropolitan Sewer Board interceptor hereinafter referred to as "Vine Hill Sewer" to a sufficient size to accommodate sewage from the immediate area of Minnetonka.

5. Shorewood will make available to Minnetonka sanitary sewer service to those properties along Vine Hill Road that are best served by the Vine Hill sewer.

6. Minnetonka will pay to Shorewood for each Minnetonka resident which hooks into the Vine Hill sewer an amount equal to that assessed to Shorewood residents including user charges.

7. Shorewood will pay to Minnetonka for each Shorewood resident which hooks into the Minnetonka sewer an amount equal to that assessed to Minnetonka residents, including user charges.

8. Minnetonka will provide water to Shorewood residents where convenient and feasible.

9. For those Shorewood residents which connect to

Minnetonka water laterals, Shorewood shall pay an amount equal to that assessed to Minnetonka residents in a like situation.

10. For those Shorewood residents which connect to a water lateral constructed by the Village of Shorewood, Shorewood shall pay to Minnetonka as and for trunk charges the sum of \$255.00 per connection and further as payment of said trunk charge Shorewood residents connected to Minnetonka water shall pay the sum of \$3.25 per quarter for twenty (20) years in addition to the regular quarterly water charge.

IN WITNESS WHEREOF, the Village of Shorewood has caused this agreement to be executed on its behalf by its proper officials duly authorized pursuant to action of its Village Council on the 29 day of October, 1973, by Resolution No. 90-73 and the City of Minnetonka has caused this agreement to be executed on its behalf by its proper officials duly authorized pursuant to action of its City Council on the 1st day of October, 1973, by Resolution No. 73-3930, and have caused their respective corporate seals to be hereunto affixed on the date first above written.

THE CITY OF MINNETONKA

By [Signature]  
Its Mayor

By [Signature]  
Its City Manager

THE VILLAGE OF SHOREWOOD

By [Signature]  
Mayor

By [Signature]  
Clerk

**SEWER AND WATER SERVICES AGREEMENT FOR  
THE PROPERTY LOCATED AT 6190 CARDINAL AVENUE**

This Agreement, made this 5<sup>th</sup> day of December, 2022, by and between the City of Shorewood, a Minnesota municipal corporation ('Shorewood'), the City of Chanhassen, a Minnesota municipal corporation, ('Chanhassen'), and Audrius Asakenas, a single person, ('Property Owner').

WHEREAS, the Property Owner is the owner of certain lands located at 6190 Cardinal Avenue, Shorewood, MN; legally described as

That part of Lot 87, Auditor's Subdivision Number 135, Hennepin County, Minnesota, described as follows: Commencing at the southeast corner of said Lot 87; thence west along the south line thereof to the southwest corner thereof; thence north along the west line thereof, a distance of 50 feet; thence in a straight line easterly to a point on the East line of said lot 50 feet north of the southeast corner thereof; thence south along the east line thereof, to the point of beginning.

And, That part of Lot 89, Auditor's Subdivision Number 135, Hennepin County, Minnesota, described as follows: Commencing at the southwest corner of said Lot 89; thence north along the west line 50 feet; thence easterly and parallel with the southerly line a distance of 49 feet; thence south 79°, 41' 43" west a distance of 51 feet; thence west along the southerly line of said lot a distance of 40 feet to the point of beginning, and as shown in Exhibit A attached hereto and made a part hereof, ('Subject Property'); and

WHEREAS, the Property Owner has made application to Shorewood for approval of a Concurrent Detachment Annexation and Building Permit of the Subject Property; and

WHEREAS, the Property Owner and Shorewood have requested that Chanhassen provide sewer and water services to the Subject Property; and

WHEREAS, Chanhassen has agreed to permit the Subject Property to connect to Chanhassen's sewer and water system, all subject to certain terms and conditions.

NOW, THEREFORE, in consideration of the foregoing premises and approval by Chanhassen and Shorewood of the proposed Detachment Annexation and approval by Shorewood of the Building Permit; Shorewood, the Property Owner, and Chanhassen agree as follows:

1. Services Provided. Sanitary sewer and water services to the Subject Property shall be connected to Chanhassen's sewer and water utilities subject to application and payment of all required connection and service fees by the owner of the Subject Property. Chanhassen shall directly bill the owner of the Subject Property for the services. Shorewood agrees to promptly certify the fees as a tax against the property if the fees are not paid when due.
2. Utility Lines. The Property Owner shall be responsible for the construction of all utility lines in accordance with Chanhassen's latest edition of Standard Construction Specifications and applicable building and plumbing codes. As part of the building permit, Shorewood will alert Chanhassen at the appropriate time for Chanhassen to perform an inspection of the utility lines.
3. Construction and Maintenance. The Property Owner shall be responsible for all construction and perpetual maintenance costs incurred in connection of the Subject Property with the Chanhassen sewer and water lines. The Property Owner shall be responsible for costs of installation, inspection, hook-up charges, sewer and water availability charges, and fees which are normally associated with sewer and water service provided by Chanhassen. Said fees must be paid prior to physical connection to the Chanhassen utilities.
4. Utility Easement. The Property Owner shall prepare and obtain a utility easement across the property located at 6200 Cardinal Avenue, Excelsior, MN, and legally described in Exhibit B attached hereto, for the benefit of the Subject Property. The easement must be recorded with Hennepin and Carver Counties prior to construction of the sewer and water lines and evidence of such recording provided to Shorewood and Chanhassen.
5. Access. The Subject Property shall have access from the existing private drive off of Cardinal Avenue. The Property Owner shall obtain an Access Agreement from the property owners of 6200, 6204 and 6210 Cardinal Avenue, Excelsior, MN.
6. Public Safety and Emergency Services. Public Safety and Emergency Services for the Subject Property will continue to be provided by Shorewood.
7. Recordation. This Agreement, along with the Access Agreement, and Utility Easement, shall be recorded against the Subject Property and the affected parties with Hennepin and Carver Counties and evidence of such recording provided to Shorewood and Chanhassen prior to construction of the sewer and water lines.
8. Agreement to Run with Land. It is intended that each of the easements, conditions, rights, and obligations set forth herein shall run with the land and create equitable servitudes in favor of the Subject Property, and shall be binding upon the current and future owner(s) of the Subject Property, their successors, assigns, heirs, and personal representatives.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed on the day and year first above written.

Dated: November 30, 2022

CITY OF CHANHASSEN

By: Elise Ryan  
Elise Ryan, Mayor

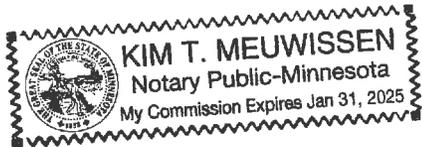
CITY OF CHANHASSEN

By: Laurie Hokkanen  
Laurie Hokkanen, City Manager

STATE OF MINNESOTA    )  
  )ss.  
COUNTY OF CARVER    )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of November, 2022, by Elise Ryan, and by Laurie Hokkanen, respectively the Mayor and City Manager of the City of Chanhassen, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Kim T. Meuwissen  
Notary Public



Dated: NOV. 29, 2022

CITY OF SHOREWOOD

By: Jennifer Labadie  
Jennifer Labadie, Mayor

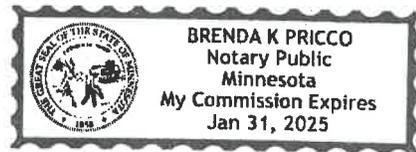
CITY OF SHOREWOOD

By: Sandie Thone  
Sandie Thone, City Clerk

STATE OF MINNESOTA    )  
  )ss.  
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledged before me this 29 day of November, 2022, by Jennifer Labadie, the Mayor and Sandie Thone, the City Clerk of the City of Shorewood, a Minnesota municipal corporation, on behalf of the City of Shorewood.

Brenda Pricco  
Notary Public



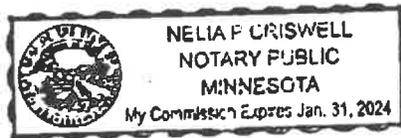
Dated: 12-05-2022

PROPERTY OWNER

By:   
Audrius Asakenas

STATE OF MINNESOTA    )  
  )ss.  
COUNTY OF CARVER    )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of December, 2022, by Audrius Asakenas, Property Owner.



  
Notary Public



**Exhibit B: Legal Description of 6200 Cardinal Ave. Property**

That part of the Northeast  $\frac{1}{4}$  of Section 3, Township 116, Range 23 described as follows; Beginning at a point in the North line of said Section 3, distant 1356 feet West of the Northeast corner of said Northeast  $\frac{1}{4}$ ; thence continuing West of the North line of said Section 3, a distance of 450 feet; thence South, at right angles to said North line, a distance of 193.6 feet; thence East parallel with said North line a distance of 450 feet; thence North at right angles to the last described course a distance of 193.6 feet to the point of beginning, Carver County.

## **Sanitary Sewer, Water, Refuse and Recycling Services Agreement for Lake Park Villas**

This agreement (“Agreement”) is made and entered into by and between the City of Shorewood, a Minnesota municipal corporation (“Shorewood”), the City of Tonka Bay, a Minnesota municipal corporation (“Tonka Bay”) and TSML Properties, LLC., a Minnesota Limited Liability Company (“Property Owner”). Shorewood, Tonka Bay and the Property Owner may hereinafter be referred to individually as a “party” or collectively as the “parties”.

### **RECITALS**

WHEREAS, the Property Owner is the fee owner of certain lands within the jurisdictional limits of both Shorewood and Tonka Bay, legally described as follows:

#### **Shorewood Parcel**

That part of Lot 3, Auditor’s Subdivision Number One Hundred Thirty-Three (133), Hennepin County, Minnesota, lying east of the west 220.82 feet of Lot 3; and lying southerly and westerly of the following described line A:

Line A: Beginning at a point on the east line of the west 220.82 feet of Lot 3 a distance of 430 feet north of the northerly boundary of County Road 19; thence east at right angles to a point distance 70 feet west of the east line of Lot 3; thence south parallel to the east line of Lot 3 to the northly boundary of County Road 19 and there terminating. (“Shorewood Parcel”)

#### **Tonka Bay Parcel**

That part of the following described property: Tract B, except that part thereof lying southwesterly of a line drawn from a point in the southerly line of said tract distance 38 feet east of the southwest corner thereof to the northwest corner of said tract and except that part of said tract lying northwesterly of a line drawn from said northwest corner to a point on the easterly line of said tract distance 12 feet south of the most northerly corner of said tract, Registered Land Survey No. 482, Hennepin County, Minnesota, which lies easterly of the following described line and its extensions:

Beginning at a point on the westerly line of said Tract B distant 52.00 feet southerly

from the northwest corner of said Tract B; thence northerly to a point on the northwesterly line of said Tract B distance 50.00 feet northeasterly from said northwest corner and said line there terminating. (“Tonka Bay Parcel”)

(collectively, the “Property”)

WHEREAS, the Property Owner has made application to Shorewood and Tonka Bay for preliminary and final plat approval and additional required approvals to subdivide and develop the Property, proposing to name the subdivision Lake Park Villas (“Plat”);

WHEREAS, the Property Owner has requested that Shorewood provide sanitary sewer services to the Plat and that Tonka Bay provide water services to the Plat;

WHEREAS, the parties desire to enter into this Agreement to accommodate the Property Owner’s request, to permit the Property Owner to connect to the Shorewood sanitary sewer system, to permit the Property Owner to connect to the Tonka Bay water system, and to set out the terms and conditions under which sanitary sewer and water services will be provided to the Plat.

### AGREEMENT

Based on the mutual covenants and obligations contained herein, and intending to be legally bound, the parties hereby agree as follows:

1. Recitals. The recitals set forth in the preamble to this Agreement are incorporated into this Agreement as if fully set forth herein.
2. Sanitary Sewer Services. Sanitary sewer services to the Property shall be connected to Shorewood’s sanitary sewer utilities subject to application and payment of all required connection and services fees by the Property Owner. Shorewood shall directly bill the Property Owner for the services. Tonka Bay agrees to certify unpaid fees as a tax against the Tonka Bay Parcel if the fees are not paid when due. Certification of unpaid fees shall take place on an annual basis in accordance with Tonka Bay’s certification policy. Tonka Bay shall reimburse Shorewood for unpaid fees upon collection.
3. Water Services. Water services to the Property shall be connected to the Tonka Bay water utilities subject to application and payment of all required connection and services fees by the Property Owner. Tonka Bay shall directly bill the Property Owner for the services. Shorewood agrees to certify unpaid fees as a tax against the Shorewood Parcel if the fees are not paid when due. Certification of unpaid fees shall take place on an annual basis in accordance with Shorewood’s certification policy. Shorewood shall reimburse Tonka Bay for unpaid fees upon collection.
4. Refuse and Recycling Services. Refuse and recycling services to the Property shall be conducted by Tonka Bay. Tonka Bay shall directly bill the Property Owner for the services. Shorewood agrees to certify unpaid fees as a tax against the Shorewood Parcel if the fees are not paid when due. Certification of unpaid fees shall take place on an annual basis in accordance with Shorewood’s certification policy. Shorewood shall reimburse Tonka Bay for unpaid fees upon collection.

5. Utility Lines. The Property Owner shall be responsible for the construction of all utility lines in accordance with Development and PUD Agreement by and between the City of Shorewood, the City of Tonka Bay and TSML Properties, LLC (“Development Agreement”), incorporated herein by reference, and applicable building and plumbing codes.
6. Construction and Maintenance. In accordance with the Development Agreement, the Property Owner shall be responsible for all construction costs incurred in connection of the Property for the sanitary sewer and water lines. The Property Owner shall be responsible for costs of installation, inspection, hook-up charges, sewer and water availability charges, and fees which are normally associated with sewer and water service provided by Shorewood and Tonka Bay. Said fees must be paid prior to physical connection to the utilities.
7. Recording. This Agreement shall be recorded against the Property and the affected parties with Hennepin County and evidence of such recording provided to Shorewood and Tonka Bay prior to construction of the sewer and water lines.
8. Agreement to Run with the Land. It is intended that each of the conditions, rights, and obligations set forth herein shall run with the land and create equitable servitudes in favor of the Property and shall be binding upon the current and future owner(s) of the Property, their successors, assigns, heirs, and personal representatives.
9. Mediation. The parties agree that any dispute that cannot be resolved between the parties shall be submitted to mediation. Mediation shall be conducted by a mutually agreeable process by all parties. The parties shall equally share in the costs of the mediation.
10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

\*\*\*\*\*





TSML PROPERTIES, LLC

By: [Signature]  
Its: Partner

STATE OF MINNESOTA    )  
  ) ss  
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledged before me this 18 day of October 2023, by Ryan Lundgren, the partner of TSML Properties, LLC, a Minnesota limited liability company, on behalf of the company.

[Signature]  
Notary Public



THIS INSTRUMENT WAS DRAFTED BY:  
KENNEDY & GRAVEN, CHARTERED  
700 FIFTH STREET TOWERS  
150 SOUTH FIFTH STREET  
MINNEAPOLIS, MINNESOTA 55402  
(612) 337-9300