AGREEMENT REGARDING THE MAINTENANCE AND IMPROVEMENT OF CRESCENT BEACH

This Agreement is made and entered into this ___ day of _____, 2016, by and between the city of Tonka Bay, a municipal corporation under the laws of the state of Minnesota, and the city of Shorewood, a municipal corporation under the laws of the state of Minnesota.

WITNESSETH

WHEREAS, Crescent Beach (the "Beach") is a recreational area located within Tonka Bay and on the border with Shorewood; and

WHEREAS, the two cities had previously entered into a memorandum of understanding dated March 5, 2007, a copy of which is attached hereto as Exhibit A, related to the maintenance and operation of the Beach; and

WHEREAS, the parties now wish to supersede that prior agreement by entering into this agreement.

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:"

1. Maintenance. The City of Tonka Bay shall have sole responsibility to maintain the Beach. This responsibility shall include regular maintenance and upkeep during those times of year when the Beach is open to the public, as well as annual and other periodic maintenance. The City of Shorewood shall not be responsible for reimbursing or otherwise compensating for this ongoing maintenance service.

2. Equipment; Future Improvements. The parties hereto agree to equally apportion costs for future equipment costs and the cost of improvements which may be necessary for the upkeep of the Beach. The City of Tonka Bay shall have sole discretion in determining what equipment and/or improvements are necessary. Upon determining that equipment or improvement is necessary, the City Administrator for Tonka Bay shall send notice to the City of Shorewood seeking compensation for such equipment or improvements.

3. Restrooms. The City of Shorewood agrees to compensate the City of Tonka Bay for one-half of the costs associated with providing restroom facilities at the Beach. Such reimbursed costs shall include the costs of acquiring as well as servicing and cleaning such facilities. The City of Tonka Bay shall periodically bill the City of Shorewood as expressed herein for these costs.

4. Lifeguard. The City of Shorewood agrees to reimburse the City of Tonka Bay for one half of the costs incurred in employing a life guard. The City of Tonka Bay shall retain the sole discretion to cease lifeguard services at the Beach if, in its sole judgment, such action is warranted.

5. Compensation. For any compensation contemplated under this Agreement, the City Administrator for the City of Tonka Bay shall send to the City of Shorewood an itemized invoice showing all amounts due. Upon receipt of such invoice, the City of Shorewood shall pay all amounts due within 45 days. The City of Tonka Bay shall send invoices monthly, unless the Parties agree in writing to an alternative payment schedule.

6. Termination. This Agreement shall remain in force and effect until terminated by the parties. Either party hereto may terminate the Agreement, without cause, upon 90 days' written notice to the other. Notice shall be sent to the respective City Hall and be addressed to the City Administrator.

7. No Joint Powers Agreement. Nothing herein shall be construed to create a Joint Powers agreement between the City of Tonka Bay and the City of Shorewood.

CITY OF TONKA BAY

_____
Gerry De La Vega, Mayor

_____
Lindy Crawford, City Administrator-Clerk

CITY OF SHOREWOOD

_____
Scott Zerby, Mayor

_____
Jean Panchyshyn, City Clerk

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

Crescent Beach Understanding
Between the City of Shorewood and the City of Tonka Bay

1. **INSURANCE.** Shorewood will arrange the insurance and all liability and expenses will be equally shared. If any additional expenses are incurred due to a claim, that cost will also be shared by both Cities.

2. **PHONES AND SATELLITES.** Shorewood is responsible for scheduling the satellite unit and the cost is split equally with Tonka Bay. Tonka Bay is responsible for providing cell phones and the cost is split equally with Shorewood.

3. **SPRING CLEAN UP.** Shorewood and Tonka Bay will work together on getting the beach ready for use by installing the equipment and cleaning up the debris. The goal is that this be done by Memorial Weekend.

4. **FALL CLEAN UP.** Shorewood and Tonka Bay Public Works staff will work together to take down equipment. The supplies are stored at the Shorewood Public Works Facility.

5. **MAINTENANCE.** Shorewood and Tonka Bay will set up a maintenance schedule of the beach with each City using their own manpower and equipment. They will alternate the work every two weeks. The city that is "on duty" will handle any problems or expenses that occur during its two week shift. In the event of a larger issue or cost, the other City would become involved in sharing the work and/or expense.

6. **IMPROVEMENTS.** Both cities shall discuss and determine the needs for improvements or replacement of beach property and equipment, such as parking lot, grounds, dockage, etc. which need attention due to normal wear and tear. The expense and manpower will be equally shared.

7. **EQUIPMENT.** Both cities are responsible to provide and maintain the dock, lifeguard chairs, boat and oars, buoys to mark all boundaries, lock box, rake and signs. Expenses for purchase and/or repair of equipment will be shared by both cities.

8. **BEACH USE.** Minnetonka Community Education (MCE) will determine the opening and closing dates of the swimming season at Crescent Beach each year. All scheduling of public use shall also be handled by MCE.

9. **SAFETY, LAW ENFORCEMENT.** Periodic safety inspections and documentation of such records, as well as incident reports will be maintained by South Lake Minnetonka Police Department (SLMPD). The ordinances of both cities will be enforced by SLMPD. MCE will supply the beach with first aid kits, back board and rescue tube, and will also coordinate personnel to lifeguard during scheduled beach hours.

This document has been reviewed and mutually agreed upon by:

Jessica Sandin

Jessica Sandin, Administrator
City of Tonka Bay

Date 3/5/07

Craig W. Dawson. Administrator
City of Shorewood

Date 03.05.07