

# Memo

**To:** Honorable Mayor and City Council  
**From:** Joe Kohlmann, City Administrator  
**Date:** August 26, 2014  
**Re:** Request for Water Hookup at 5435 Timber Lane,  
Shorewood

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The City of Tonka Bay has received a request from Ronald Zenk at 5435 Timber Lane in Shorewood to hook up to the Tonka Bay water system. This residence is adjacent to the south end of Brentwood Avenue. It currently has city sewer from Tonka Bay. Tonka Bay currently provides sewer and water services to the neighboring property located at 5425 Timber Lane. In order to regulate water and sewer hookups between the Cities of Shorewood and Tonka Bay, I also included the water connection agreement between the City of Shorewood and the Mr. Zenk, which is the first step set out in the agreement to obtain a permit.

Below I have listed four steps to obtain a permit to hook up to the Tonka Bay water system:

- 1) Obtain a permit from the City of Shorewood.
- 2) Copy of the application of such permit shall be submitted to Tonka Bay. No permit for the connection shall be issued by Shorewood until approval or disapproval thereof has been given by Tonka Bay.
- 3) Cash payment to Tonka Bay for each residential hook up in the 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 CPI.

Water Connection Fee: **\$3,451.01**

Water Tower Fee: **\$1,018.49**

*Attached is the Resolution for approval for the connection*

*Attached is the Water and Sewer Agreement for Tonka Bay and Shorewood*

*Attached is Shorewood's approval of the applicants proposal*

**RESOLUTION 14-**

**A RESOLUTION APPROVING REQUEST FOR HOOKUP  
TO CITY OF TONKA BAY WATER SERVICES –  
5435 TIMBER LANE**

WHEREAS, Ronald Zenk (Applicant) of 5435 Timber Lane has an interest in certain real property (the "Subject Property") located in the City of Shorewood, County of Hennepin, State of Minnesota; and

WHEREAS, the City of Shorewood owns a municipal water system that does not presently serve the subject property; and

WHEREAS, the Applicant desires to interconnect with the Tonka Bay Municipal Water System and pay to the City of Tonka Bay a connection charge therefore; and

WHEREAS, the City of Tonka Bay is willing to permit the Applicant to connect to the Tonka Bay Municipal Water System provided that the Applicants agree to the provisions contained herein.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Tonka Bay in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The Applicant shall have the right to interconnect with the Tonka Bay Municipal Water System and pay to the City of Tonka Bay a connection charge therefore.
2. All work in such interconnection with be done according to City of Tonka Bay specifications and under City of Tonka Bay supervision, and all expenses and costs connected therewith will be paid by the applicants.
3. 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.

PASSED at a regular meeting of the Tonka Bay City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Motion introduced by \_\_\_\_\_ and seconded by \_\_\_\_\_.

Roll Call Vote: Ayes –  
Nays –  
Absent –

\_\_\_\_\_  
Gerry De La Vega, Mayor

ATTEST:

\_\_\_\_\_  
Joseph Kohlmann, Clerk/Administrator

**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

Janece Hoese

Date: 2/13/02

Jean Panchyshyn

Date: 2/11/02

CITY OF TONKA BAY

By Deanna Keller  
Mayor

By Robert Ho  
Clerk

CITY OF SHOREWOOD

By [Signature]  
Mayor

By: [Signature]  
Clerk

Dated: July 31, 2014

CERTIFICATION

STATE OF MINNESOTA )  
 ) ss  
COUNTY OF HENNEPIN )

I, Jean Panchyshyn, duly appointed City Clerk of the City of Shorewood, Hennepin County, Minnesota, do hereby certify that the foregoing official Resolution No. 14-047 is a true and correct copy adopted by the Council of the City of Shorewood and is so recorded in the minutes of a meeting held on the 23<sup>rd</sup> day of June, 2014.

  
\_\_\_\_\_  
Jean Panchyshyn  
City Clerk

**CITY OF SHOREWOOD**

**RESOLUTION NO. 14-047**

**A RESOLUTION PERMITTING A SHOREWOOD PROPERTY OWNER  
TO CONNECT TO THE TONKA BAY MUNICIPAL WATER SYSTEM**

**WHEREAS**, Ronald Zenk (Owner) owns real property within the City of Shorewood;  
and

**WHEREAS**, the City of Shorewood owns a municipal water system which does not  
presently serve the owner's property; and

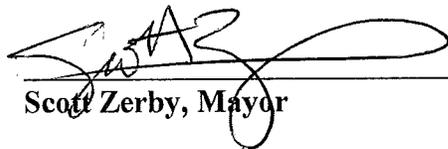
**WHEREAS**, Owner is desirous of connecting to the Tonka Bay Municipal Water  
System; and

**WHEREAS**, Owner has executed an agreement with the City of Shorewood specifically  
waiving any claims or defenses to a future assessment for water by the City of Shorewood.

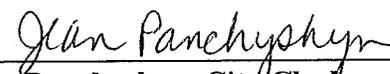
**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of  
Shorewood:

1. That the Mayor and City Clerk are hereby authorized to execute the Water Agreement attached hereto as Exhibit A on behalf of the City Council.
2. That said Water Agreement be filed with the City Clerk for future reference in the event that Shorewood extends water service into Owner's property.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 23<sup>rd</sup> day of  
June, 2014.**

  
\_\_\_\_\_  
Scott Zerby, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Jean Panchyshyn, City Clerk

## WATER CONNECTION AGREEMENT

THIS AGREEMENT, made this 23<sup>rd</sup> day of June, 2014, by and between the CITY OF SHOREWOOD, a municipal corporation, (the "City") and Ronald L. Zenk, (the "Applicant").

WHEREAS, the Applicant has an interest in certain real property (the "Subject Property") located in the City of Shorewood at 5435 Timber Lane, legally described as:

“Lot 2, Timber Lane, Hennepin County, Minnesota”; and

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

WHEREAS, the Applicant desires to interconnect with the Tonka Bay Municipal Water System and pay to the City of Tonka Bay any connection charge therefor; and

WHEREAS, the City is willing to permit the Applicant to connect to the Tonka Bay Municipal Water System provided that the Applicant agrees to the provisions contained herein.

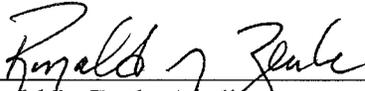
NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The Applicant shall have the right to interconnect with the Tonka Bay Municipal Water System and pay to the City of Tonka Bay any connection charge therefor.
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 the Applicant.
3. In the event that City extends the Shorewood municipal water system to serve the Subject Property at some time in the future, the Applicant agrees to pay any assessment in connection therewith on the same basis as all other properties assessed at that time, and the 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 record this Agreement with the Hennepin County Recorder or Registrar of Title within thirty (30) days of Tonka Bay's approval of the connection.

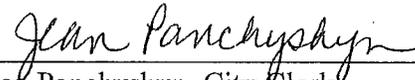
IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

APPLICANT

CITY OF SHOREWOOD

  
\_\_\_\_\_  
Ronald L. Zenk, Applicant

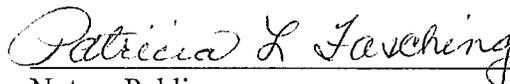
  
\_\_\_\_\_  
Scott Zerby, Mayor

  
\_\_\_\_\_  
Jean Panchyshyn, City Clerk

STATE OF MINNESOTA  
SS.  
COUNTY OF HENNEPIN

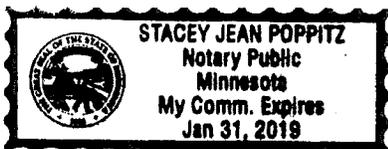
On this 23<sup>rd</sup> day of June, 2014, before me, a Notary Public within and for said County, personally appeared Scott Zerby and Jean Panchyshyn to me personally known, who, being each by me duly sworn, did say that they are respectively the Mayor and City Clerk of the municipal corporation named 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 City Mayor and City Clerk acknowledged said instrument to be the free act and deed of said corporation.

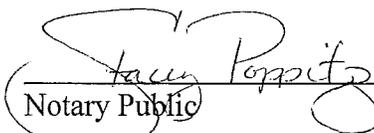


  
\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA  
SS.  
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this 31<sup>ST</sup> day of July, 2014, by Ronald L. Zenk.



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