



**Town Board
Meeting Supplement
May 7, 2018**

Revise Consent Agenda:

- 5.F. May Executive Meeting Date** - Reschedule May Executive Meeting to Friday, May 18, 2018 Due to the Memorial Day Holiday

Remove from Consent Agenda
Move to Old Business 6.A.

Supplemental Information:

- 5.E. Improvement 2018-3 – Cambridge Downs** – Adopt Resolution Declaring Official Intent to Reimburse Expenditures.

Note for the record slight change in Motion Regarding 5.E. Only:

Ruzek moves and Kermes seconds; Prudhon: Abstain.

- 5.H. Administrative Driveway Variance** – In Accordance with Town Ordinance No. 35, Section 9-6.3(e) & Based on Staff Review & Recommendation & Approval, Ratify the Town Clerk's Issuance of an Administrative Driveway Variance at 1343 Horseshoe Court.

Approved & Signed Documents

- 7.O. 5250 East County Line Road, City of Dellwood** - Approve Joint Powers Agreement

Revised Agreement Reflecting Attorney Change



**Town Board
Meeting Supplement
May 7, 2018**

Revised Consent Agenda:

Agenda Number: **5.F.**

Subject: May Executive Meeting Date - Reschedule May Executive Meeting to Friday, May 18, 2018 Due to the Memorial Day Holiday

Remove from Consent Agenda
Move to Old Business 6.A.

Documentation: None

Action / Motion for Consideration:

Receive Information / Discuss

Steve Available:
May 17, 24, & 31

May 2018						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

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Steve Available – June 7

June 2018						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

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**Town Board
Meeting Supplement
May 7, 2018**

Supplemental Information:

Agenda Number: 5.E.

Subject: Improvement 2018-3 – Cambridge Downs – Adopt Resolution Declaring Official Intent to Reimburse Expenditures.

Note for the record slight change in Motion Regarding 5.E. Only:

Ruzek moves and Kermes seconds; Prudhon: Abstain.

Documentation: None

Action / Motion for Consideration:

Receive Information / Discuss

Note for the record slight change in Motion Regarding 5.E. Only:

Ruzek moves and Kermes seconds; Prudhon: Abstain.



**Town Board
Meeting Supplement
May 7, 2018**

Supplemental Information:

Agenda Number: 5.H.

Subject: **Administrative Driveway Variance** – In Accordance with Town Ordinance No. 35, Section 9-6.3(e) & Based on Staff Review & Recommendation & Approval, Ratify the Town Clerk's Issuance of an Administrative Driveway Variance at 1343 Horseshoe Court

Documentation: Approved & Signed Documents

Action / Motion for Consideration:

Receive Information / Discuss



**ADMINISTRATIVE VARIANCE
DRIVEWAY REPLACEMENT**

Property Address: 1343 Horseshoe Court

Pursuant to Section 9-6.3(e).(3) of Ordinance No. 35, the Town Clerk has the authority to review and approve requests for replacement of existing driveways which have non-conforming side yard setbacks, provided the applicant has supplied the necessary signatures of the affected property owner(s) abutting the side in which the variance is being requested.

The Town Clerk hereby approves the replacement of the driveway at the above address, in accordance with Section 9-6.3(e).(3).

Date: 5/7/16



WILLIAM F. SHORT, Clerk-Treasurer

Ratified by the Town Board on _____.



ADMINISTRATIVE VARIANCE DRIVEWAY REPLACEMENT APPLICATION

Introduction

In accordance with Section 9-6.3(e).(3) of Ordinance No. 35, the Town Board has authorized the Town Clerk to administratively approve or deny variances for the replacement or resurfacing of existing paved driveways in "R-1" Suburban Residential and "R-2" Urban Residential zones. The driveway shall have a legal non-conforming side yard setback existing at the effective date of this Ordinance or have previously been granted a variance by the Town Board. The applicant shall provide a statement signed by affected property owner(s), recording their approval of the requested action. Affected property owners are defined as those having a recorded legal or equitable ownership interest in property adjacent to the property to which the action relates. All variances shall be ratified by the Town Board. Upon a denial by the Town Clerk, the applicant may proceed with review of their variance request pursuant to the public hearing or public information meeting process.

APPLICANT(S) Tori Grier PHONE (Home) 612-483-1892
 _____ (Business) _____
 _____ (Cell) _____

ADDRESS 1343 horseshoe ct
White Bear Township, Mn 55110
United States

PROPERTY OWNER Tori Grier

ADDRESS OF SITE SAME

<u>Setbacks:</u>	<u>Required:</u>	<u>Existing:</u>	<u>Requested:</u>
Side Yard	_____	_____	_____
Front Yard	_____	_____	_____
Rear Yard	This is for the driveway edge closest to property line at curb ... North side		
Other (specify)	<u>10'</u>	<u>5'</u>	<u>5'</u>

<u>To Be Completed By Office:</u>	
Date Request Received _____	REVIEWED FOR CODE COMPLIANCE SUBJECT TO FIELD INSPECTION
By _____ (Staff Member)	
Date Application Complete _____	APPROVED <u>[Signature]</u> DATE <u>5-7-18</u>

*Site inspection
5-4-18*



**Town Board
Meeting Supplement
May 7, 2018**

Supplemental Information:

Agenda Number: 7.O.

**Subject: 5250 East County Line Road, City of Dellwood - Approve
Joint Powers Agreement**

Revised Agreement Reflecting Attorney Change

Documentation:

Action / Motion for Consideration:

Receive Information / Discuss

Patti Walstad

From: Chad Lemmons <chadlemmons@kellyandlemmons.com>
Sent: Friday, May 4, 2018 11:16 AM
To: Patti Walstad
Subject: Dellwood Hookup

Patti,

I have reviewed the agreement and I believe we can use the same format as before. One change that we will need to make is in Paragraph 6 it refers to the Auditor of Ramsey County. Shouldn't that be Washington County because Dellwood is located in Washington County?

Until the property is included in the MUSA line does the Town have the authority to connect the property to the existing sanitary sewer line. You may want to check with Dale on that to make sure that is the case. Any questions please call me.

Chad D. Lemmons
Attorney at Law

Kelly & Lemmons, P.A.
223 Little Canada Road East
Suite 200
St. Paul, MN 55117
651-224-3781
651-223-8019 (FAX)

PLEASE NOTE NEW ADDRESS

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AGREEMENT:

Now, therefore, in consideration of the mutual undertakings herein expressed, the Town of White Bear and the City of Dellwood agree as follows:

1. The OWNER will proceed to contract with a contractor licensed within the CITY, for the construction of the sanitary sewer service lines from the TOWN sanitary sewer services to the OWNERS property, at no cost to the TOWN or CITY. Both the TOWN and CITY shall inspect the work being done in accordance with normal inspection procedures.
2. Use charges for the municipal sanitary sewer services within the Property will be billed by the TOWN directly to the OWNERS of said services, and the rate shall be the same rate charged for similar services furnished by the TOWN for property lying outside of the TOWN.
3. In addition to any other charges, each OWNER shall pay to the TOWN the appropriate fees which apply from the attached Exhibit A. OWNERS shall also be responsible for the cost to repair the street after the connection is completed, and any other fees or charges imposed by the CITY.
4. The OWNERS agree that the cost of future improvements by the TOWN to the municipal sanitary sewer system, benefiting their Property, shall be added on as part of the user charge to the OWNERS Property, in an amount sufficient to pay the OWNERS proportionate share of said future improvements at rates comparable to benefited TOWN Properties.
5. The CITY shall secure approval from the Metropolitan Council for adjustment of the Metropolitan Urban Service Line (MUSA) to show inclusion of the properties in the CITY which will be served by TOWN sewer.
6. All use charges which are delinquent on September 1st of each year and have been properly billed to the occupant of the premises served, shall be certified by the Town Clerk to the CITY and the CITY will certify to the Auditor of Washington County in accordance with State Law, and the CITY, in so certifying such charges to the County Auditor, shall specify the amount thereof, the description of the premises serviced, and the name of the owner thereof. The amount so certified shall be extended by the auditor on the tax rolls against such premises in the same manner as other taxes. Upon receipt of such payment from Washington County, the CITY will pay over to the TOWN the delinquent charges so collected.
7. The OWNERS agree to be responsible for any repairs to the sanitary sewer service line up to the TOWN sanitary sewer main line in the street, in accordance with Section 5 of Ordinance No. 18 (Sewer)