

Councilmember \_\_\_\_\_ introduced the following resolution and moved for its adoption:

**RESOLUTION #11-05-\_\_\_\_**

**A RESOLUTION APPROVING THE ISSUANCE OF A CONDITIONAL USE PERMIT BASED ON FINDINGS OF FACT #\_\_\_\_ AND DECLARING TERMS OF PERMIT TO EXCEED SIGN SIZE RESTRICTIONS ESTABLISHED IN CITY CODE.**

**WHEREAS**, Leroy Signs, Inc., properly applied for a conditional use permit to exceed wall sign size restrictions as established in City Code on the property generally known as 7333 Sunwood Drive and legally described as follows:

Lot 1, Block 1, Ramsey Town Center 4<sup>th</sup> Addition, Anoka County, Minnesota

(“Subject Property”)

**WHEREAS**, the Planning Commission met on May 5, 2011, conducted a public hearing, and recommended City Council approval of the request.

**NOW THEREFORE, BE IT RESOLVED BY THIS CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA, as follows:**

1. Based on Findings of Fact #\_\_\_\_, a conditional use permit (“Permit”) to exceed sign size restrictions is hereby granted to Leroy Signs, Inc. (“Permittee”).
2. The **Permittee** is herein granted permission to erect two (2) wall signs on the **Subject Property**, each consisting of forty-five (45) square feet and each with two (2) foot high letters.
3. The signs shall not project outward from the wall to which they are attached more than six (6) inches.
4. The installation of the signs on the **Subject Property** shall require a sign permit from the City of Ramsey (the “City”).
5. The signs shall be properly constructed and maintained in accordance with Division 8 (Signs) & 117-118 (COR District) (f) (Signage) of the Ramsey City Code.
6. That the **Permittee** shall be responsible for all **City** costs incurred in administering and enforcing this **Permit**.
7. That the City Administrator, or his/her designee, shall have the right to inspect the premises for compliance and safety purposes annually or at any time, upon reasonable request.
8. That if any provision of this **Permit** shall be declared void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

9. That this **Permit** shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the **City** and the **Permittee**.
10. That if the **Permittee** or its successors or assigns violates any material term or condition of this **Permit** it is grounds for suspension or revocation hereof consistent with applicable law, if the City Council reasonably determines that continued operation of the facility places the public health, safety or welfare or the environment in jeopardy or creates a public nuisance due to odors, litter, debris or other nuisance factors.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember \_\_\_\_\_, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 31<sup>st</sup> day of May, 2011.

Leroy Signs, Inc. hereby acknowledges receipt of this permit and has reviewed the conditions of this permit and has agreed to comply with the terms of this permit.

**Leroy Signs, Inc.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me a Notary Public, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Leroy Signs, Inc., a domestic corporation under the laws of the State of Minnesota, on behalf of the corporation.

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

NAU Holding Company, LLC hereby acknowledges receipt of this permit and has reviewed the conditions of this permit and has agreed to comply with the terms of this permit.

**NAU Holding Company, LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me a Notary Public, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of NAU Holding Company, LLC, a limited liability company under the laws of the State of Minnesota, on behalf of the company.

