

Councilmember _____ introduced the following resolution and moved for its adoption:

A RESOLUTION APPROVING THE ISSUANCE OF A CONDITIONAL USE PERMIT TO SAUTER AND SONS INC. TO PROCESS DEMOLITION CONCRETE IN THE E-2 EMPLOYMENT DISTRICT, BASED ON FINDINGS OF FACT #____, AND DECLARING TERMS OF SAME.

WHEREAS, Sauter and Sons, Inc. (the "Permittee") has properly applied to the City of Ramsey (the "City") for a Conditional Use Permit (the "Permit") to process demolition concrete on the property generally known as 6651 141st Avenue N.W. and legally described as follows:

Lot 1, Block 1, Gateway North Industrial Park No. 5, Anoka County, Minnesota

(the "Subject Property"); and

WHEREAS, The Planning Commission met on May 3, 2012, conducted a public hearing and recommended City Council approval/denial of the request.

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

A conditional use permit for the storage and processing of demolition concrete and bituminous on the **Subject Property** is hereby granted to the **Permittee**.

1. This **Permit** shall remain in effect so long as the conditions imposed herein are complied with.
2. The stockpiled demolition concrete and bituminous materials on the **Subject Property** shall not exceed a footprint of ninety (90) feet by two hundred (200) feet; the stockpiled, processed concrete and bituminous materials on the **Subject Property** shall not exceed a footprint of ninety (90) feet by two hundred (200) feet; at no time shall either stockpile of demolition or processed concrete and bituminous materials exceed a height of fourteen (14) feet, as measured from the existing ground elevation over which the materials are placed.
3. Screening, both proposed and existing vegetation as indentified on the site plan, herein referred to Exhibit 1, shall be installed within one (1) month of approval of the **Permit**. The **Permittee** shall provide the **City** with a financial surety, in a form acceptable to the **City**, in the amount of Four Thousand Five Hundred Dollars and no cents (\$4,500.00), which is 125% of the estimated cost of improvements, to ensure the completion of the screening requirement. Upon total completion of screening requirements and acceptance by the **City**, the **Permittee** may request a release of the financial surety.

4. The **Permittee** shall be responsible for maintaining and replacing all required screening throughout the duration of the **Permit**.
5. The **Permittee** shall be required to conform to the Minnesota Pollution Control Agency standards as to the regulation of noise, odors, dust and any other health and safety issues applicable to the processing of demolition concrete and bituminous materials. The **Permittee** shall provide the **City** with a copy of any permits or correspondence from any regulatory agencies that are applicable to the processing of demolition concrete and bituminous material on the **Subject Property**.
6. The **Permittee** shall be responsible for any necessary testing to verify compliance with state standards upon the premise that an environmental problem may exist.
7. Hours of material crushing shall be limited to 7:00 a.m. through 5:00 p.m. Monday through Saturday. Any variance from these hours of operation shall require prior special approval by the City Administrator or his/her designated representative.
8. Crushing operations will be conducted one (1) time per year. The crushing period shall not exceed three (3) days in duration. Should either an emergency, equipment failure, weather, or any other unforeseen event cause the crushing operation to cease, the crushing operation shall not extend beyond the three (3) day period, except in accordance with procedures as outlined in Condition #6.
9. The **Permittee** shall notify the **City** by letter at least one (1) week prior to each crushing period. The notification shall indicate the dates that the crushing will occur.
10. Should a situation arise pertaining to noise, dust, or any other health, safety, or general public welfare issues, the **City** may contact the MPCA, Anoka County, or other qualified environmental testing companies or agencies to investigate the situation. All testing would be at the **Permittee's** expense.
11. Any permits issued by any other regulatory agencies are hereby incorporated by reference into these conditions and made a part of this **Permit** as if fully set forth herein. However, where the City and other jurisdictional standards conflict, the more stringent standards shall apply.
12. The **Permittee** shall provide written evidence of any and all required permits from other agencies prior to commencing any crushing activity.

Noise standards shall be the same as those set forth in the MPCA standards and within Ramsey City Code Section 30-5 (Nuisances affecting public peace). Dust shall be controlled by the **Permittee** in the following manner:

- a. A water truck will be stationed on the premises at all times. The **Permittee** shall be responsible for wetting down the areas where the trucks are hauling material to lessen the dust caused by the traffic.

- b. The **Permittee** shall locate spray nozzles on the crusher. The water from these spray nozzles will lessen the dust created when old concrete is reduced in the crusher. The **Permittee** shall also install and use spray nozzles on any conveyors to lessen the dust caused by the transportation of the finished product from the crusher to the stockpile.
 - c. To control the possibility of dust and debris escaping the facility during all stockpiling and crushing operations, the **Permittee** will sweep the streets in the area of the proposed use, if necessary, to remove any dust and debris that should escape the site.
12. If site operations cease, this **Permit** becomes null and void and all materials relating to the processing of demolition concrete and bituminous on the **Subject Property** shall be removed by the **Permittee** within thirty (30) days of the date of termination of the **Permit**. The **Permittee** shall provide a financial guarantee at the City, in the amount of Two Thousand Dollars and No Cents (\$2,000.00) to ensure removal of all demolition rubble in the event the **Permittee** fails to perform said removal upon the **Permit** becoming void or revoked. The financial guarantee shall be in a form acceptable to the **City**. This financial guarantee shall be maintained at the **City** as long as the **Permit** remains in full force and effect.
13. The **City** may initiate action to revoke the Permit in accordance with procedures established in the Ramsey City Code.
14. The failure of the City at any time to require the performance of the Permittee of any provisions hereof, shall in no way effect the right of the City thereafter to enforce the same. Nor shall waiver by the City of any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
15. 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.
16. 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.
17. The Permittee shall be responsible for all **City** costs incurred in administering and enforcing this **Permit**. Said expenses shall be paid within fifteen (15) days of billing by the **City** and failure to pay the **City's** expenses within the fifteen (15) day billing period will permit the **City** to drawn upon any of the escrows required by this agreement for payment. The **Permittee** shall maintain a \$1,000.00 balance in an escrow account with the **City**. This escrow shall be used to reimburse the City for expenses incurred in the administration of this permit in the event the permittee fails to pay the City expenses within the fifteen (15) day billing period. The **City** reserves the right to use these funds to pay for testing services as necessary.

T & G LAND, INC.

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing was acknowledged before me this _____ day of _____, 2012 by _____, the _____ of T & G Land, Inc., a Domestic Corporation under the laws of the State of Minnesota, on behalf of the corporation.

CITY OF RAMSEY:

ATTEST:

By: _____
Mayor

City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this _____ day of _____, 2012, before me a Notary Public personally appeared Bob Ramsey and Jo Ann M. Thieling, to me personally known, who, being each by me duly sworn did say that they are respectively the Mayor and City Clerk of the City of Ramsey, the municipal corporation named in the foregoing instrument, and seal affixed to said instrument is the corporate seal of said municipal corporation, and the said instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council and said Bob Ramsey and Jo Ann M. Thieling acknowledge said instrument to be the free act and deed of said municipal corporation.

Notary Public

This document drafted by:
The City of Ramsey
7550 Sunwood Dr NW
Ramsey, MN 55303

This document reviewed by:
Randall and Goodrich
2140 Fourth Avenue
Anoka, MN 55303