

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

**RESOLUTION #13-05-069**

**RESOLUTION APPROVING THE EXTENSION OF AN INTERIM USE PERMIT FOR GRADING AND MINING PURPOSES ON OUTLOTS A & B ELMCREST SANCTUARY BASED ON FINDINGS OF FACT #0911 AND DECLARING TERMS OF SAME.**

**WHEREAS**, the Ramsey City Council adopted Resolution No. 13-05-068 adopting Findings of Fact #0911 for this use and herein approves an extension of the Interim Use Permit subject to the following conditions.

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

**WHEREAS**, Oakwood Land Development Inc., hereinafter referred to as "Permittee", has properly applied to the City of Ramsey (the "City") for an interim use permit (the "Permit") for grading and mining activities on the properties generally known as Outlots A & B Elmcrest Sanctuary and legally described as follows:

Outlot A, Elmcrest Sanctuary, except road subject to easement of record, Anoka County, Minnesota.

and

Outlot B, Elmcrest Sanctuary, except road subject to easement of record, Anoka County, Minnesota

(the "Subject Property")

**WHEREAS**, the Planning Commission met on July 12, 2012, conducted a public hearing and recommended that the City Council approve an Interim Use Permit request for grading and mining activities; and

**WHEREAS**, the City Council met on July 24, 2012, considered the request for an Interim Use Permit and adopted Resolution #12-07-108 approving the Interim Use Permit; and

**WHEREAS**, the Permittee requested an extension of the approved Interim Use Permit to December 31, 2014; and

**WHEREAS**, the Planning Commission met on May 2, 2013, conducted a public hearing and recommended that the City Council approve an extension of the Interim Use Permit for grading and mining activities for five (5) years from the date of approval and that once excavation and hauling activities commence, that work shall be completed within twelve (12) months.

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

This **Permit** is issued pursuant to Section 117-52 (Interim Use Permits) and 117-359 (Grading, Mining and Filling Permits) of the Ramsey City Code. The conditions of this **Permit** are as follows:

1. This **Permit** shall allow the **Permittee** to excavate and export approximately 60,000 cubic yards of earth material from the **Subject Property** for the purposes of creating a wetland.
2. This **Permit** shall expire on May 14, 2018 or upon completion of the exporting of materials, whichever occurs first; however, once excavation and hauling begins, that work shall be completed within twelve (12) months.
3. That the **Permittee** agrees to notify the **City** and surrounding property owners prior to commencement of excavation and hauling activities if work does not begin within one (1) year of date of approval of this **Permit**.
4. That in addition to this **Permit**, the **Permittee** shall be responsible for obtaining and complying with any permits deemed necessary from the LRRWMO, Anoka County, and/or any other applicable agency.
5. That the **Permittee**, the **Permittee's** contractor, and representatives of the **City** shall have a pre-excavation meeting on site to review the condition of Quicksilver Street.
6. That the **Permittee** shall be responsible for repairing any road damage to Quicksilver Street resulting from the hauling activities such that the road is returned to a same or similar condition as when the project commenced.
7. That the **Permittee** agrees to name the **City** on the bond that is being required from its contractor.
8. The **Permittee** shall be responsible for removing any spilled material from the public roads immediately; roads shall be swept daily or as directed by the City Engineer. Must have a sweeper on site or have one available within three (3) hours. Failure to do so shall be cause for the City Engineer to order the necessary work to be done and billed to the **Permittee**. The **City** may require an escrow to ensure the work is completed.
9. All excavation and mitigation operations shall be conducted in accordance with Figure Map 2, dated May 29, 2012 and submitted by the **Permittee**, incorporated herein as Exhibit 1. The proposed area to be graded is approximately eleven (11) acres in size.
10. All equipment used for grading and hauling operations shall be maintained and operated in such a manner to minimize noise, dust, and vibrations adversely affecting surrounding properties. All equipment shall be kept in good repair. No maintenance or repair is allowed on City owned property.

11. The **Permittee** shall deposit an erosion control escrow of \$1,500 with the **City** prior to excavation activities. The escrow may be drawn upon if erosion control measures are not secured throughout the duration of the project. The escrow will be refunded to **Permittee** upon establishment of vegetation in all disturbed areas and removal of silt fence.
12. Existing water/drainage issues north of 167<sup>th</sup> Avenue shall be addressed prior to the development of proposed wetland and that no proposed excavation and restoration activity to create the wetland bank shall negatively impact existing drainage patterns.
13. The **Permittee** and the **City** shall enter into a joint project to clean the existing outlet ditch downstream from the main wetland and ensure it has capacity for the 100 year storm.
14. All grading and excavation activities may occur only between the hours of 7:00 AM and 7:00 PM Monday through Friday and 8:00AM and 7:00PM on Saturdays.
15. That the project area shall be properly safeguarded to prevent the general public from depositing garbage or other refuse on the work site.
16. That safety fencing must be installed and maintained around the project area to prevent the general public from entering the project area.
17. The maximum noise level at the perimeter of the work site shall be within the limits set by the Minnesota Pollution Control Agency and the Environmental Protection Agency of the United States.
18. Upon completion of the grading activities, the restoration planting plan shall be completed in accordance with Map 3, End Use Plan herein incorporated as Exhibit 2.
19. That the **Permittee** agrees to coordinate hauling activities with the **City** during various tournaments to minimize potential conflicts between trucks and park patrons.
20. 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**.
21. That the **City** shall have the right to inspect the premises for compliance and safety purposes at any time, upon reasonable request.
22. That the terms of this **Permit** shall be binding upon its successors and assigns.
23. In the event the **Permittee**, or its successors, or assigns, violates the terms of this **Permit**, said violation shall be ground for suspension or revocation pursuant to Section 117-52 (d) of the Ramsey City Code.



