

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

**RESOLUTION #14-01-006**

**A RESOLUTION APPROVING THE ISSUANCE OF A CONDITIONAL USE PERMIT TO OPERATE AN INDOOR SHOOTING RANGE IN THE B-1 GENERAL BUSINESS DISTRICT AND DECLARING TERMS OF SAME:**

**WHEREAS**, Total Defense Inc. has properly applied for a Conditional Use Permit to operate an indoor shooting range on the property generally known as 6001 167<sup>th</sup> Ave NW and legally described as follows:

Lot 2, Block 1 Muller Addition, Anoka County, Minnesota.

(“Subject Property”)

**WHEREAS**, the Planning Commission met on January 9, 2013, conducted a public hearing and recommended City Council approve/deny the request, with contingencies.

**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 #0920, a Conditional Use Permit (“Permit”) to operate an indoor shooting range on the **Subject Property** is hereby granted to Total Defense Inc., hereinafter referred to as the “Permittee”.
2. That the **Permittee** shall construct and maintain the indoor shooting range in accordance with all federal, state and local building codes related to indoor shooting ranges.
3. The **Permittee** shall be responsible for obtaining any other applicable permits and/or licenses from local, county, state and federal agencies and providing a copy of each to the **City**.
4. That the **Permittee** shall install and maintain adequate security measures to prevent the theft of guns and ammunition. The security measures shall include, but not necessarily be limited to, cement bollards around the main entrance to the building, barred and reinforced windows, motion/thermal/impact sensors tied in to a monitoring service, and a closed caption television system.
5. Any exterior lighting shall be positioned so as to deflect light away from adjacent properties and public roads.
6. The **Permittee** shall not purchase, sell or stock any black powder on the **Subject Property** nor shall there be any firing of black powder guns on the **Subject Property**.
7. The **Permittee** shall not purchase, stock or sell any type of reloading supplies on the **Subject Property**.

8. **Permittee** agrees to limit gunsmithing to basic activities such as cleaning and repair of firearms, scope mounting, bore-sighting, and sight installation and that there will be no toxic or hazardous chemicals used in the gunsmithing operation or stored on the **Subject Property**.
9. The **Permittee** shall maintain at least fifty (50) parking stalls on the **Subject Property**.
10. The **Permittee** shall at all times remain compliant with Chapter 30 (Nuisances) and Section 117-363 (indoor shooting range) of the Ramsey City Code.
11. There shall be no outside storage allowed on the **Subject Property**.
12. On the **Subject Property**, all firearms not in use in the shooting range stalls/lanes shall be unloaded and properly cased at all times in accordance with Minnesota laws.
13. Hours of operation of the indoor shooting range shall be no earlier than 9:00 a.m. Monday through Saturday, no earlier than 12:00 p.m. on Sunday, no later than 9:00 p.m. Monday through Saturday, and no later than 6:00 p.m. on Sunday.
14. The **Permittee** shall comply with all Minnesota laws relating to lead-contaminated shooting range wastes.
15. The **Permittee** shall enter into a cooperative agreement with the **City** for Police Department training purposes.
16. That no alcohol shall be possessed, consumed or sold on the **Subject Property**.
17. That the construction of the second (future) shooting bay shall not require an amendment to the **Permit** but all other required permits (building, mechanical, electrical etc.) shall be obtained prior to construction.
18. That the **Permittee** shall be responsible for all **City** costs incurred in administering and enforcing this **Permit**.
19. 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.
20. That this **Permit** shall automatically expire if the use is not initiated by January 28, 2015 and issuance of the building and mechanical permits shall constitute initiation.
21. That the **Permittee** is responsible for notifying the **City** in writing regarding reassignment of the **Permit** due to change of ownership.

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 28<sup>th</sup> day of January, 2014.

**PERMITTEE**

Total Defense Inc. hereby acknowledges receipt of this **Permit** and that it has reviewed the conditions of this **Permit** and has agreed that it will comply with the terms of this **Permit**.

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Total Defense Inc., a Business Corporation (Domestic) under the laws of Minnesota, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

**PROPERTY OWNER**

Java Enterprises LLC hereby acknowledges receipt of this **Permit** and that it has reviewed the conditions of this **Permit** and has agreed that it will comply with the terms of this **Permit**.

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Java Enterprises LLC, a Limited Liability Company (Domestic) under the laws of Minnesota, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

