

Councilmember _____ introduced the following resolution:

RESOLUTION #15-09-226

A RESOLUTION APPROVING THE ISSUANCE OF AN AMENDED CONDITIONAL USE PERMIT FOR THE GREEN VALLEY GREENHOUSE OPERATIONS LOCATED IN THE R-1 RESIDENTIAL DISTRICT.

WHEREAS, Brad Wolf (Permittee) has properly applied to the City of Ramsey (the “City”) for an amended Conditional Use Permit on the property generally known as 6530 Green Valley Road and legally described as follows:

Lot 1, Block 1 Rowe Addition, together with the Northeast Quarter of the Southeast Quarter of Section 3, Township 32, Range 25, except that part platted as Rowe Addition, Anoka County, Minnesota

(the “Subject Property”); and

WHEREAS, the Planning Commission met on September 10, 2015, 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:

1. That this amended Conditional Use Permit (the “Permit”) for Green Valley Greenhouse shall supercede and replace the Conditional Use Permit approved by City Council in Resolution #05-09-338, issued on September 27, 2005.
2. That this **Permit** shall be perpetual in its duration so long as the conditions imposed herein are complied with.
3. This **Permit** is based on the **Permittee’s** site plan received by the **City** on August 6, 2015 and establishes a maximum building coverage of 38.5% of forty (40) acres or 609,840 square feet for all operations relating to the greenhouse business activities on the **Subject Property**.
4. The **Permittee** shall be responsible for maintaining a sixty-five (65) foot wide no-build area around the north, south and west boundaries of the **Subject Property** and a fifty (50) foot wide no-build area along the eastern boundary of the **Subject Property** to serve as a buffer yard between the commercial operations and the adjacent residential and public road right-of way.
5. That any future additions or expansion to a structure(s) on the **Subject Property** will require an amendment to the **Permit** addressing, at a minimum, additional building coverage.

6. That the **Permittee** shall obtain a permit from the Lower Rum River Water Management Organization (LRRWMO) prior to any improvements being made to the **Subject Property** and the **Permittee** shall provide the **City** with a copy of the permit received from the LRRWMO.
7. That the **Permittee** shall be responsible for providing the City Engineering Department with timely information (within 30 days of completion of any adjustments to building coverage) relating to each addition or reduction of the greenhouse facility for the purposes of accurately calculating REU stormwater fees on the **Subject Property**.
8. That all new construction and expansion of existing structures shall comply with applicable requirements of the Ramsey City Code and the Minnesota State Building Code. It is herein agreed that all structures, with the exception of the greenhouses, are subject to Site Plan review and approval in accordance with City Code. For purposes of this **Permit**, greenhouses shall be defined as structures, generally consisting of glass, used for growing plants. The greenhouses are subject to the requirements the no-build areas around the perimeter of the **Subject Property** as outlined in Condition #4 above.
9. That the **Permittee** herein agrees that as of December 31, 2015, this **Permit** shall no longer allow for the storage and sale of bulk landscape materials on the **Subject Property**.
10. That after December 31, 2015, the **Permittee** agrees to remove the storage area in subject to reasonable notice from the **City**.
11. That the **Permittee** shall continue be responsible for regularly monitoring County Road #63 between County Road #5 and T.H. #47 and removing spillage of any materials resulting from all business operations related to offering bulk landscape materials for sale on the **Subject Property** until this use is terminated.
12. That the **Permittee** shall continue to coordinate with the **City's** Fire Department to ensure there is sufficient fire apparatus access throughout the Green Valley Greenhouse operations in accordance with Section 503.1 of the Fire Code.
13. That the **Permittee** shall be responsible for all **City** costs incurred in administering and enforcing this **Permit**.
14. The Community Development Department of the **City** shall have the right to inspect the premises for compliance and safety purposes annually or at any time, upon reasonable request. In the event the **Permittee** is determined to be in violation of any of the conditions set forth herein, the **City** shall give the **Permittee** written notice of the violation. The **Permittee** shall be given 30 days to correct the violation and submit a written response to the notice.

PROPERTY OWNER

Davis Farms LLC hereby acknowledges receipt of this permit and that it has reviewed the conditions of this permit and has agreed to 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 Davis Farms, 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.

CITY OF RAMSEY:

By: _____
Mayor

By: _____
City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

On this _____ day of _____, 20__ before me, a Notary Public, personally appeared Sarah Strommen and JoAnn 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 Sarah Strommen and Joann 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
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This document reviewed by:
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