

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

RESOLUTION #17-01-009

RESOLUTION APPROVING/DENYING THE ISSUANCE OF AN INTERIM USE PERMIT TO ERECT AND MAINTAIN A TEMPORARY MEMBRANE TENT STRUCTURE AS A SECONDARY SHOWROOM BASED ON FINDINGS OF FACT #0976, AND DECLARING THE TERMS OF SAME.

WHEREAS, Jim Peterson, on behalf of Skeeter Boat Center, LLC, hereinafter referred to as "Permittee", has properly applied to the City of Ramsey (the "City") for an interim use permit (Permit) to erect and maintain a temporary on the property located at 9421 Highway 10 NW and legally described as follows:

That part of the Southwest Quarter of the Northwest Quarter of Section 19, Township 32, Range 25, Anoka County, Minnesota, described as follows:

Commencing on the north line of said Southwest Quarter of the Northwest Quarter at a point that is 418 feet, measured at a right angle, east of the west line of said Southwest Quarter of the Northwest Quarter; thence south, parallel with said west line, to the northerly boundary line of U.S. Highway No. 10; thence southeasterly, along said northerly line, 300 feet; thence North 1 degree 26 minutes 40 seconds East, parallel with said west line, said bearing is assumed, to the north line of said Southwest Quarter of the Northwest Quarter; thence South 88 degrees 55 minutes 50 seconds East, along said north line, a distance of 451.06 feet, to the actual point of beginning; thence continuing easterly along said north line, a distance of 10.78 feet, more or less, to its intersection with the southwesterly right-of-way line of the Burlington Northern Railway; thence South 38 degrees 16 minutes 50 seconds East, along said right-of-way line, a distance of 562.78 feet; thence South 0 degrees 37 minutes 18 seconds East, a distance of 697.99 feet; thence South 3 degrees 02 minutes 12 seconds East, a distance of 109.13 feet to the northerly boundary line of said Highway No. 10; thence northwesterly along said boundary line to its intersection with a line bearing South 1 degree 26 minutes 40 seconds West, also being parallel with the west line of said Southwest Quarter of the Northwest Quarter, through the point of beginning; thence North 1 degree, 26 minutes 40 seconds East, along said parallel line to the point of beginning.

Except that part thereof which lies northwesterly of a line and its northeasterly and southwesterly extensions, said line is described as follows:

Commencing at the most northerly corner of Outlot D, NORTHFORK, Anoka County, Minnesota; thence northwesterly on an assumed bearing of North 39 degrees 01 minutes 26 seconds west, along the southwesterly right-of-way line of the Burlington Northern Railroad a distance of 340.00 feet to point of beginning of line to be described; thence South 50 degrees 58 minutes 34 seconds

west 162.00 feet; thence southwesterly along a tangential curve concave to the southeast having a radius of 1887.83 feet, a central angle of 12 degrees 21 minutes 17 seconds, a distance of 407.07 feet and said line there terminating.

Subject to an 80 foot wide easement for public street and utility purposes conveyed to the City of Ramsey by deed recorded as Anoka County Recorder Document No. 867054.

(the "Subject Property"); and

WHEREAS, the Planning Commission met on January 5, 2017, conducted a public hearing and recommended that the City Council approve/deny the request to erect and maintain a temporary membrane tent structure on the Subject Property; and

WHEREAS, the City Council met on January 24, 2017 to review the request for an interim use permit to erect and maintain a temporary membrane tent structure for a secondary showroom on the Subject Property.

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) of the Ramsey City Code. The conditions of this permit are as follows:

- 1) The **Permittee** is herein allowed to erect and maintain a thirty foot by sixty foot (30' x 60') temporary membrane tent structure (the "Structure") on the **Subject Property** until May 31, 2017, and that the Structure shall be located behind the building.
- 2) This **Permit** shall commence on the date of City Council approval and shall expire on May 31, 2017, at which time the **Structure** shall no longer be present on the **Subject Property**.
- 3) This **Permit** shall become null and void in the event site operations permanently cease prior to the expiration date or upon the expiration date, whichever occurs first. The **Structure** must be removed from the **Subject Property** within thirty (30) days of the date of termination of site operations or by the expiration date of the **Permit**, whichever occurs first.
- 4) The **Permittee** shall be responsible for obtaining any other required permits, including, but not limited to, a Temporary Tent/Canopy Permit from the **City**.
- 5) The **Permittee** shall provide documentation verifying that the **Structure** complies with all applicable provisions of the International Fire Code and MN Building Code.
- 6) That all costs incurred by the **City** in administering and enforcing this **Permit** shall be the responsibility of the **Permittee**.

- 7) That the City Administrator or his or her designee shall have the right to inspect the **Subject Property** for compliance and safety purposes at any time.
- 8) That the failure of the **City** at any time to require performance by the **Permittee** of any provisions herein shall in no way affect the right of the **City** thereafter to enforce the same. Nor shall waiver by the **City** of any breach of any of the 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.
- 9) 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.
- 10) 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**.
- 11) 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. Specifically, but without limiting the foregoing, the **City** may amend, suspend, or revoke this **Permit**, 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 change, alteration or amendment of any statute, regulation, ordinance or permit condition by any governmental authority other than the **City**, shall not excuse the **Permittee** from compliance with statutes, regulations, ordinances or **Permit** conditions in effect on the date of the original issuance of this permit unless compliance is waived or excused by the **City**.

~~11~~12) The Permittee shall provide a financial surety in the amount of \$2,000 to ensure the proper removal of the membrane structure by May 31, 2017.

The motion for the adoption of the foregoing resolution was duly seconded by _____, 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 24th day of January, 2017.

PERMITTEE

Jim Peterson hereby acknowledges receipt of this **Permit** and has reviewed the conditions of this **Permit** and has agreed that he will comply with the terms of this **Permit**.

CITY OF RAMSEY:

By: _____
Mayor

By: _____
City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this ____ day of _____, _____, 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:
City of Ramsey
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Ramsey, MN 55303

This document reviewed by:
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