

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #16-12-236

RESOLUTION APPROVING THE ISSUANCE OF AN INTERIM USE PERMIT TO UTILIZE AN ALTERNATIVE SURFACE MATERIAL FOR EXPANSION OF OUTDOOR SALES/DISPLAY AREA, AND DECLARING THE TERMS OF SAME.

WHEREAS, M & G Trailer Sales and Service (the “Permittee”) has properly applied to the City of Ramsey (the "City") for an interim use permit to utilize an alternative surface material for an expansion of the outdoor sales/display area on the property located at 7575 Highway 10 NW and the adjacent, vacant parcel to the east and legally described in Exhibit A, attached hereto (the "Subject Property"); and

WHEREAS, in acknowledgement of the impacts of the future improvements identified in the Highway 10 Access Planning Study, the City has adopted interim standards for City Code Section 117-356, entitled commercial off-street parking (the “Surfacing Regulations”), to allow for alternative surfaces. Said interim design standards acknowledge the uncertain timeframe of future acquisition of the Subject Property.

WHEREAS, the Surfacing Regulations require certain setbacks that are generally met by the **PERMITTEE**, with amendments as outlined in the Staff Review Letter, which is not attached to this Permit but is available upon request.

WHEREAS, the Planning Commission met on December 1, 2016 to review the request; and

WHEREAS, the City Council met on December 13, 2016 to review the request.

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

- 1) Based on the findings above, an Interim Use Permit (“Permit”) to utilize an alternative surfacing material for expansion of the outdoor sales/display area on the **Subject Property** is hereby granted to M & G Trailer Sales and Service (“Permittee”).
- 2) The term of the Permit shall commence on December 13, 2016 and shall expire upon the acquisition of the Subject Property for Highway 10 improvements identified in MnDOT’s Highway 10 Access Planning Study[TGI].
- 3) This Permit is applicable only to the expansion of the existing, paved parking lot on the Subject Property with an alternative surface material. The granting of this Permit does not allow for any other use that is prohibited in the H-1 Highway 10 Business District.

- 4) The Permittee shall ensure that customer and employee parking remains in compliance with the underlying H-1 Highway 10 Business District standards.
- 5) Should the area of disturbance on the Subject Property be one (1) acre or larger in size, the **PERMITTEE** shall be responsible for obtaining a permit from the Lower Rum River Water Management Organization (LRRWMO) and shall provide a copy of said permit to the **CITY**. If applicable, **PERMITTEE** shall furnish a copy of the LRRWMO permit to the **City** prior to commencement of any land disturbance activities on the Subject Property.
- 6) Prior to commencing any land disturbance activities on the Subject Property, the Permittee shall provide the **CITY** with existing and proposed elevations for review and approval.
- 7) The **PERMITTEE** shall install silt fence for erosion control purposes and have the erosion control measures inspected and approved by the **CITY** prior to commencing any land disturbance activities.
- 8) That the **PERMITTEE** shall maintain a minimum depth of two (2) inches of the alternative surfacing material at all times on the Subject Property.
- 9) The **PERMITTEE** shall maintain a twenty (20) foot wide greenspace corridor on the Subject Property along the boundary of public road right of way.
- 10) That the **PERMITTEE** acknowledges and agrees that entry to the expanded outdoor sales/display area shall be through the existing access to 7575 Highway 10 NW.
- 11) That the **PERMITTEE** will enclose with the leased area of the Subject Property with chain-link fence and the **PERMITTEE** shall be responsible for obtaining any applicable permit prior to installing the fence.
- 12) That the **PERMITTEE** shall maintain compliance with City Code Section 117-356 (d) (3) Standards on the Subject Property throughout the duration of the Permit.
- 13) That prior to any land disturbing activities, the **PERMITTEE** shall enter into a Lease Agreement with the **CITY** for use of the **CITY**-owned parcel, and obtain the necessary Grading Permit.
- 14) The **PERMITTEE** shall be responsible for obtaining and maintaining any applicable permits and/or licenses from any other agencies and providing the **CITY** a copy of each.
- 15) This Permit shall become null and void in the event the use granted under this Permit permanently ceases prior to the expiration date or upon the expiration date, whichever occurs first.
- 16) That all costs incurred by the **CITY** in administering and enforcing this Permit shall be the responsibility of the **PERMITTEE**.

- 17) That the City Administrator or his or her designee shall have the right to inspect the Subject Property for compliance, safety measures and quantities and storage of combustibles at any time.
- 18) 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.
- 19) 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.
- 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 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**.

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 13TH day of December, 2016.

Exhibit A
Legal Description of Subject Property

Part of Lots 2 & 3 Auditors Subdivision No. 34, being part of west half of Southeast Quarter of Section 28, Township 32, Range 25 described as following: Commencing at southeast corner of said section, thence north 0 degrees, 28 minutes, 50 seconds west, assumed bearing, along east line of said Quarter 164.43 feet to monument A-85 on northerly right of way line of T.H. No 10, thence north 65 degrees, 51 minutes, 38 seconds west along said northerly right of way line 806.12 feet to monument A-39, thence continuing along said northerly right of way line along a tangent curve concave to northeast radius 22673.76 feet, center angle 1 degree 42 minutes, 24 seconds 675.48 feet to monument A-37, thence north 64 degrees, 09 minutes, 14 seconds west along said northerly right of way line 430.18 feet to point of beginning, thence continue north 64 degrees 09 minutes 14 seconds west along said northerly right of way line 538 feet to point 985 feet northwesterly, as measured along said northerly right of way line, from intersection with east line of said west half of Southeast Quarter, thence north 4 degrees, 33 minutes, 33 seconds west 269.97 feet to southerly right of way line of Burlington Northern Rail Road, thence south 66 degrees, 42 minutes, 01 seconds east along said southerly right of way line 630.93 feet to intersect with line bearing north 16 degrees 12 minutes 07 seconds east from point of beginning, thence south 16 degrees, 12 minutes, 07 seconds west 264.61 feet to point of beginning, Anoka County, Minnesota.