

STATE OF MINNESOTA  
COUNTY OF STEARNS

INTERIM USE PERMIT  
FILE NO. 06-01

**Permittee:** Dan Hansen, 23762 Mill St. S., PO Box 324, Rockville, MN 56369  
**Requested Use:** To operate a gravel mining and processing operation on 23 + Acres in an A-40 zoning district.  
**Description:** The sand and gravel products that will be mined are Class V and rock; the equipment to be used will be a screen, crusher, and loader. No gravel washing activities will occur at this location.  
**Applicable Ordinances/  
Statutes:** Zoning Code, Ord. 2003-04, Sec. 9, Subd. 13 Mining/Extractive Uses  
Zoning Code, Ord. 2003-04, Sec. 27 Conditional Use Permits,  
Zoning Code, Ord. 2003-04, Sec. 28 Interim Use Permits

The above entitled matter was heard before the City Council of Rockville on the 18<sup>th</sup> day of October 2006 for the following property:

**PROPERTY ADDRESS:** Near Highway 23 & Rausch Lake Road, Rockville, MN 56369

**PARCEL NO.** 76.41627.200

**LEGAL DESCRIPTION:** That part of the Southwest Quarter of the Southeast Quarter and that part of the Southeast Quarter of the Southwest Quarter, both in Section 16, Township 123 North, Range 29 West, Stearns County, Minnesota lying southerly of the south line of MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 73-47 and MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 73-48, according to the recorded plats thereof, said Stearns County.

**IT IS ORDERED** that Interim Use Permit No. 06-01 be granted subject to the following conditions:

1. The interim use permit will expire five (5) years after the date executed below, subject to annual review. Failure to meet any of the conditions of this agreement, or substantial change to the conditions in the neighboring properties, shall constitute grounds to terminate this permit after review by City Council. Permittee shall be given an opportunity to address the City Council prior to termination under this condition. Nothing in this condition shall limit the immediate termination of this permit for violation of any other condition.
2. No gravel washing occur on this or any site in Rockville without an interim use permit.
3. A letter of credit approved by the City Attorney is provided in the amount of \$75,000. The letter of credit, or a replacement security approved by the City, shall remain in effect for the entire term of this permit. The amount and terms of this letter of credit shall be reviewed by the City Engineer and City Attorney during the annual review. Upon review, the terms of letter of credit must be revised as directed by the City Attorney in order to ensure the ability of the City to draw upon the security. Also upon review, the amount of the letter of credit must be revised as directed by the City Engineer to reflect the estimated costs of reclamation of the site and of repairing and returning 230<sup>th</sup> Street to its original condition, as described in condition 12 below. Failure to obtain a new letter of credit for whatever reason, shall constitute a termination of this

permit, and authorize the City to immediately draw the entire amount of the letter of credit to be placed in escrow.

4. Compliance with all conditions of the Sec. 9, Subd. 13 of the Zoning Code, and all other City Ordinances.
5. Compliance with all County, state and federal laws and regulations, including, but not limited to, those governing public health and welfare, public and worker safety, water quality, air quality, noise pollution and waste disposal.
6. Right-of-entry is provided to the City of Rockville, and its agents, to inspect the site and determine compliance with all conditions imposed on the operation.
7. A copy of the restoration plan submitted to Stearns County to be provided.
8. Operation is limited to the hours of 7:00 a.m. to 9:00 p.m. with an allowance to warm up vehicles beginning at 6:00 a.m. The City reserves the right to amend the hours of operation to eliminate the allowance to warm-up, at any time, with two weeks notice.
9. All setbacks are observed, as identified in Exhibit 1B, with the additional requirement that no mining occur within 17 ft. of the right-of-way of any road, street or highway. The existing pile of dirt material may be removed from within the setback to the existing surrounding grade. No material shall be disturbed within the 17 ft. setback that is below existing grade, with a variance.
10. Silt fences are installed as described in Exhibit 5, with the additional requirement to install run-off prevention measure to the ditches which empty into wetlands.
11. Prior to the termination of the interim use permit, 230<sup>th</sup> Street is restored to its prior condition.
12. Prior to the termination of the of the interim use permit (for whatever reason), the site is reclaimed by, either: (a) grading the site to remove any slope greater than 10:1, replacing the topsoil to an adequate depth, planting a mix of seeds and plants appropriate to the area and taking all action necessary to prevent surface water infiltration; (b) performing the proposed improvements to establish the site as a wetland, as approved by Stearns County; or (c) an alternative plan is agreed to with the City and this condition is waived.
13. Landscaping is installed to the outer rim of the mining area so there is no outside drainage entering the mine pit.
14. All fueling, fuel storage, maintenance, and storage of the mining equipment is limited to an area outside of the mine pit, and on an area which has secondary containment for any spill or leak.
15. No bituminous hot-mix operations on site, or nearby.
16. No use of explosives which leave neither nitrate residue nor any residue which is a drinking water contaminant.

**THIS INTERIM USE PERMIT SHALL TERMINATE UPON THE OCCURANCE OF ANY OF THE FOLLOWING EVENTS, WHICHEVER OCCURS FIRST: A. THE TERMINATION DATE: OR B. THE USE HAS BEEN DISCONTINUED FOR A MINIMUM PERIOD OF 90 DAYS.**

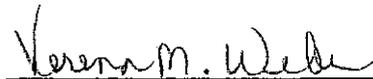
Approved this 18<sup>th</sup> day of October, 2006

CITY OF ROCKVILLE



\_\_\_\_\_  
Brian Herberg  
Mayor

Affirmed:



\_\_\_\_\_  
Verena Weber  
Clerk/Administrator

## ROAD MAINTENANCE AGREEMENT

This agreement is hereby entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City Council in and for the City of Rockville, a Municipal corporation (“City”), and the Town Board of Supervisors of \_\_\_\_\_ Township, \_\_\_\_\_ County, Minnesota (“Township”).

**WHEREAS**, the following roads divide the City and Town limits and/or lead into the City: share the following described town line road(s):

Grand Lake Road (CR 8 East to 11092 Grand Lake Road  
210<sup>th</sup> Street (CR 8 West to Rockville/Wakefield Twp line)

**WHEREAS**, Minn. Stat. § 160.07 authorizes the City to appropriate and expend such reasonable sums as it may deem proper to assist in the improvement and maintenance of roads, bridges, or ferries lying beyond the boundary of and leading into the City;

**WHEREAS**, Minn. Stat. § 164.14 authorizes the City and the Township to enter into an agreement to establish, alter, vacate, and maintain a road along the line between the City and the Township; and

**WHEREAS**, The City and the Township desire to enter into this Agreement to establish the terms and conditions for the future maintenance of the aforementioned roads.

**NOW, THEREFORE**, in consideration of the mutual promises and benefits that each party shall derive here from, the City and the Township hereby agree:

1. Maintenance. The scope of this agreement shall be limited to maintenance of the roads. For purposes of this Agreement, “maintenance” includes: snow plowing only.
2. Cost. All costs related to the performance of maintenance under this Agreement will be paid for by Maine Prairie Township at the present city fee.
5. Amendments. Any alterations, amendments, deletions and waivers of the provisions of this agreement shall be valid only when reduced to writing and duly signed by each Entity.
6. Entire Agreement. It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous line road agreements presently in effect between the parties concerning the above described road(s).

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF ROCKVILLE

\_\_\_\_\_  
Its Mayor

ATTEST

\_\_\_\_\_  
Its City Administrator-Clerk

\_\_\_\_\_ TOWNSHIP

\_\_\_\_\_  
Its Chair

ATTEST

\_\_\_\_\_  
Clerk