

# CITY OF ROCKVILLE

P.O. BOX 93

ROCKVILLE, MN 56369

## Planning/Zoning Commission Meeting Tuesday, January 7, 2020 - 6:00 p.m. City Hall - 229 Broadway Street East

### AGENDA

1. Roll Call
2. Additions/Approval of Agenda 1
3. Election of Officers
  - a) Chair (roll call)
  - b) Vice Chair (roll call)
4. Approval of November 5, 2019 Planning Commission Minutes 2
5. Public Hearing – Rezone Ag-40 to RR 4  
Lysa Marie Neitzke dba LMN Properties LLC, 25287 County Road 139, Rockville
6. Qualified Minor Subdivision – Lysa Marie Neitzke dba LMN Properties LLC
7. Public Hearing – Sign Variance 17  
Frances Lenzmeier dba Mastermark / Stickney Hill Dairy
8. Final Plat – John and Lisa Lutgen aka Hilltop Woods 33
9. Interstate 94/Highway 23 Corridor – Sign Ordinance 76
10. Building Permits – November and December 2019 78
11. Other Business
  - a) Next Planning Commission Meeting Tuesday, February 4, 2020
12. Adjourn

\*This agenda has been prepared to provide information regarding an upcoming meeting of the Rockville City Planning Commission. This document does not claim to be complete and is subject to change.

**MINUTES OF THE CITY OF ROCKVILLE PLANNING AND ZONING COMMISSION**  
**Tuesday, November 5, 2019, 6:00 p.m. – Rockville City Hall**

**Item 1) Roll Call**

The meeting was called to order by Chair Bill Becker at 6:00 p.m. Roll call was taken and the following members were present: Bill Becker, Brian Herberg, Dave Meyer, and Cory Schreifels. Absent: Chad Schmitt. Staff present: City Administrator, Martin Bode. Others present: Adam Kritzeck.

**Item 2) Approval of Agenda/Amendments**

Administrator Bode requested to add Item 7b) Derek Kuechle.

***Motion by Herberg, second by Meyer, to approve the agenda with the addition as noted. Motion carried unanimously.***

**Item 3) Approval of October 1, 2019 Meeting Minutes**

***Motion by Becker, second by Meyer, to approve the October 1, 2019 meeting minutes as presented. Motion carried unanimously.***

**Item 4) Public Hearing – Adam J. Kritzeck Accessory Structure Variance**

Chairman Becker introduced and reviewed with the following Accessory Structure Variance for Adam J. Kritzeck with Planning Commission and the public.

**Staff Report**

**Re:** Variance Request by Applicant/Owner: Adam J. Kritzeck  
PIN: 76.41641.0715  
Property Address: 22313 88<sup>th</sup> Avenue, Rockville MN

**Variance Requested:**

1. Locate a new accessory structure in the front yard of property - (Section 9, Subd 2.D.1 – rear and side yard only).
2. Construct a 2,944sf accessory structure with 14-foot sidewalls.  
*Section 17, Subdivision 3 Permitted Accessory Uses. 1. Accelerated Accessory Structure, Area - 70,000sf to 85,000 sf = 2,400 sf w/14 Sidewalls*

**Relevant Information:**

1. Property is zoned RR.
2. Recently subdivided.
3. Property contains approximately 6.5 +/- acres.
4. Wetland on west (rear) end of property.
5. 10 Public Hearing notices were mailed out.

**Action:**

1. Findings of Fact

**Recommendation:**

1. Consider Approval

Chairman Becker opened the public hearing at 6:03 p.m. for public comment.

***There being no comments offered from the public, motion was made by Herberg, second by Meyer, to close the Public Hearing at 6:03 p.m. Motion carried.***

The Planning Commission determined that the applicant for the variance has established that there are practical difficulties in complying with the zoning ordinance and that the Planning Commission has considered the following criteria as defined in Minnesota Statutes Section 462 and Minnesota Statutes Section 394.27 and makes the following Findings of Fact:

1. The variance is in *harmony* with the purposes and intent of the *ordinance*.
2. The variance is *consistent* with the *comprehensive plan*.
3. The proposal does put property to use in a *reasonable manner*.
4. There are *unique circumstances* to the property not created by the landowner.

5. The variance will continue to maintain the *essential character* of the locality.

***Motion by Herberg, second by Meyer, to approve the Adam J. Kritzeck Accessory Structure Variance and the Findings of Fact. Motion passed unanimously.***

**Item 5) Public Hearing – Dan and Terisa Doll Rezone**

Chairman Becker introduced and reviewed with the following Dan and Terisa Doll Rezone application with Planning Commission and the public.

**Staff Report**

**Re:** Rezoning Application Ag-40 to R-1

**Owner:** Dan and Terisa Doll

25293 Pleasant Road, all in Section (2) in Township one hundred twenty-three (123), Range twenty-nine (29), Stearns County, Rockville, Minnesota. Parcel No. 76.42160.0937.

**Request:**

To change a portion of the current zoning district of Ag-40 to R-1.

**Relevant Information:**

1. Application to Rezone a portion of their parcel from Ag-40 to R1 to match the existing parcel.
2. 10 notices of public hearing were sent out.

**Recommendation:**

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Chairman Becker opened the public hearing at 6:10 p.m. for public comment.

***There being no comments offered from the public, motion was made by Herberg, second by Meyer, to close the Public Hearing at 6:12 p.m. Motion carried.***

***Motion by Meyer, second by Schreifels, to approve the Dan and Terisa Doll Rezone application as presented. Motion passed unanimously.***

**Item 6) October 2019 Building Permits**

The October 2019 building permits report was reviewed by the Planning Commission members.

**Item 7) Other Business**

- a. Next meeting scheduled for Tuesday, December 3, 2019 at 6:00 p.m. It was noted that Dave Meyer will be absent at the December meeting.
- b. Derek Kuechle – Commission discussed the verbal concept plan request for a Side Yard Setbacks Variance Consideration at the new Schneider Addition. Commission did not feel the request would meet the Finding of Fact requirements especially the practical difficulty question.
- c. Matt & Joy Doke – Commission discussed a verbal concept plan request to consider an Accessory Structure/Rear Yard Setbacks request on Hubert Lane North side of the road. Commission felt that with additional information and a detailed site plan they would be willing to look at a formal request.

**Item 8) Adjournment**

***Motion by Schreifels, second by Meyer, to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 6:26 p.m.***

Respectfully submitted,

*Martin M. Bode*  
*Zoning Administrator*

## NEITZKE/LMN PROPERTIES LLC STAFF REPORT

January 7 and January 8, 2020

Rockville Planning Commission / City Council

**RE:** (1) Rezoning Application 60 +/- acre parcel Ag-40 to RR  
(2) Qualified Minor Subdivision of 5 acre building Site

**Owner:** Lysa Marie Neitzke dba LMN Properties LLC

**Address:** 25287 County Road 139, all in Section (5) in Township one hundred twenty-three (123), Range twenty-nine (29), Stearns County, Rockville, Minnesota. Parcel No. 76.41608.0800.

**Request:**

1. Rezone 60-acre parcel from Ag-40 to RR
2. Qualified Minor Subdivision of the 5-acre building site

**Relevant Information:**

1. Property contains 60 +/- acres.
2. Purpose of rezoning request is to subdivide as per Section 16A RR.
3. 1<sup>st</sup> subdivision application is a Qualified Minor to subdivide the 5-acre building site.
4. Additional subdivision of the remaining 55 acres by platting is anticipated.
5. Applicant is aware of wetland requirements as administered/governed by Stearns County Environmental Services.
6. 10 notices of public hearing were sent out.
7. Rezoning DOES require a public hearing and does require Planning Commission/Council approval.
8. Qualified Minor Subdivisions DO NOT require a public hearing but does require Planning Commission/Council approval.

**Recommendation:**

Submitted by:  
Martin M. Bode  
Zoning Administrator

# CITY OF ROCKVILLE

## REQUEST TO CHANGE ZONING DISTRICT

The information on this form must be typed or printed legibly. State law requires that a public hearing must be held to rezone property. The applicant **must** attend the public hearing to discuss the request, which will be held before the Planning Commission. The Planning Commission shall make a report to the City Council upon any application for rezoning and shall recommend to the City Council (<sup>3</sup>/<sub>4</sub> vote required) whatever action it deems advisable. The Planning Commission meeting is held the 1<sup>st</sup> Tuesday of each month at 6:00 p.m. The City Council meetings at which zoning issues will be considered are held on the 2<sup>nd</sup> Wednesday of each month at 6:00 p.m.

Owner's Name: Lysa Marie Neitzke -Dba LMN Properties LLC

Applicant's Name: Robert Neitzke

Property Address: PO Box 247 Sauk Rapids MN 56379

Phone: 320-980-1599

Presently Zoned: A-40 Requested Zoning: RR Rural Residential

The Applicant must provide a legal description (from abstract/deed) for the property. The City will **not** be responsible for utilizing an incorrect legal description. This information is required to make sure that maps are properly updated, and that the project that follows the rezoning conforms to the Zoning Ordinance. Please write the legal description here; if it is lengthy, you may attach on a separate sheet (in this case write "see attached sheet").  
-See Attachment A

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Signature of Applicant:  Lysa Neitzke Date: 11/26/2019  
11/26/2019 2:36:08 PM CST

Do not check the boxes below (this section listed below must be completed by the Zoning Administrator). The Zoning Administrator will check "yes" if the applicant has met that specific requirement or there is an unusual reason that the requirement does not apply (in which case the reason must be noted in the space provided).

**YES NO # Item**

1. **Fee Paid.** The Applicant must submit payment for the rezoning application fee of **\$200.00** prior to processing this application. Once the notice has been sent to the *Cold Spring Record*, the fee is non-refundable.

2. **Site Plan.** A site plan of the *proposed* use of the property *after* the property has been rezoned must be submitted with this application. The site plan must be neatly drawn **to scale**; grid paper is available at City Hall if needed. Be sure to draw, label and show dimensions for:

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> All Buildings  | <input type="checkbox"/> North Directional Arrow   | <input type="checkbox"/> Streets        |
| <input type="checkbox"/> Alleys         | <input type="checkbox"/> Sidewalks                 | <input type="checkbox"/> Property Lines |
| <input type="checkbox"/> Lot Dimensions | <input type="checkbox"/> Driveways & All Curb Cuts | <input type="checkbox"/> Decks          |
| <input type="checkbox"/> Wells          | <input type="checkbox"/> Utility Sheds             | <input type="checkbox"/> Easements      |

3. **Floodplain or Shoreland District.** The Zoning Ordinance requires that staff shall determine whether or not the property is located within either the Floodplain or Shoreland District. If so, there are likely additional restrictions that apply. Indicate below whether the property lies within either of these districts after you've consulted with City staff. If so, a copy of the notice of public hearing must be sent to the Commissioner of Natural Resources.

Yes  No Is the property located within a Floodplain District?  
 Yes  No Is the property located within a Shoreland District?

4. **Legal description.** The applicant must provide an electronic copy of an accurate legal description to the Zoning Administrator. This should be accomplished by E-mailing the legal description in Microsoft Word format to [mbode@rockvillecity.org](mailto:mbode@rockvillecity.org)

5. **Hearing Date.** The date of the Public Hearing will generally be scheduled for the Planning Commission meeting nearest the date that the application is submitted if possible. That date may be impacted by other factors, however. The applicant should be notified of the *probable* date of the hearing at the time that the application is submitted.

\_\_\_\_\_ Public Hearing and Planning Commission meeting date.  
 \_\_\_\_\_ City Council meeting date (<sup>3</sup>/<sub>4</sub> vote required).

6. **Narrative.** The applicant must provide a written explanation of the purpose for requesting the rezoning. The narrative should explain **in detail** what action will be taken with the property once the property has been rezoned. Be sure to include arguments why approving the request is a good idea for the *community*. Please write the narrative here; if it is lengthy, you may attach on a separate sheet (in this case write "See attached sheet").

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

<b>Staff use only.</b>	
Planning Commission Decision: _____	Date: _____
City Council Decision: _____	Date: _____
Comments: _____	



**City of Rockville,  
Minnesota**  
*Granite - Heart of the City*

**Legend**

-  City Limits
- Roads**
-  Interstate
-  State Highways
-  County Highways
-  Local Roads
-  PWI Watercourse
-  PWI Basin

**25287 CR 139  
Rezone Ag40-RR**



Disclaimer:  
This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Rockville is not responsible for any inaccuracies herein contained.

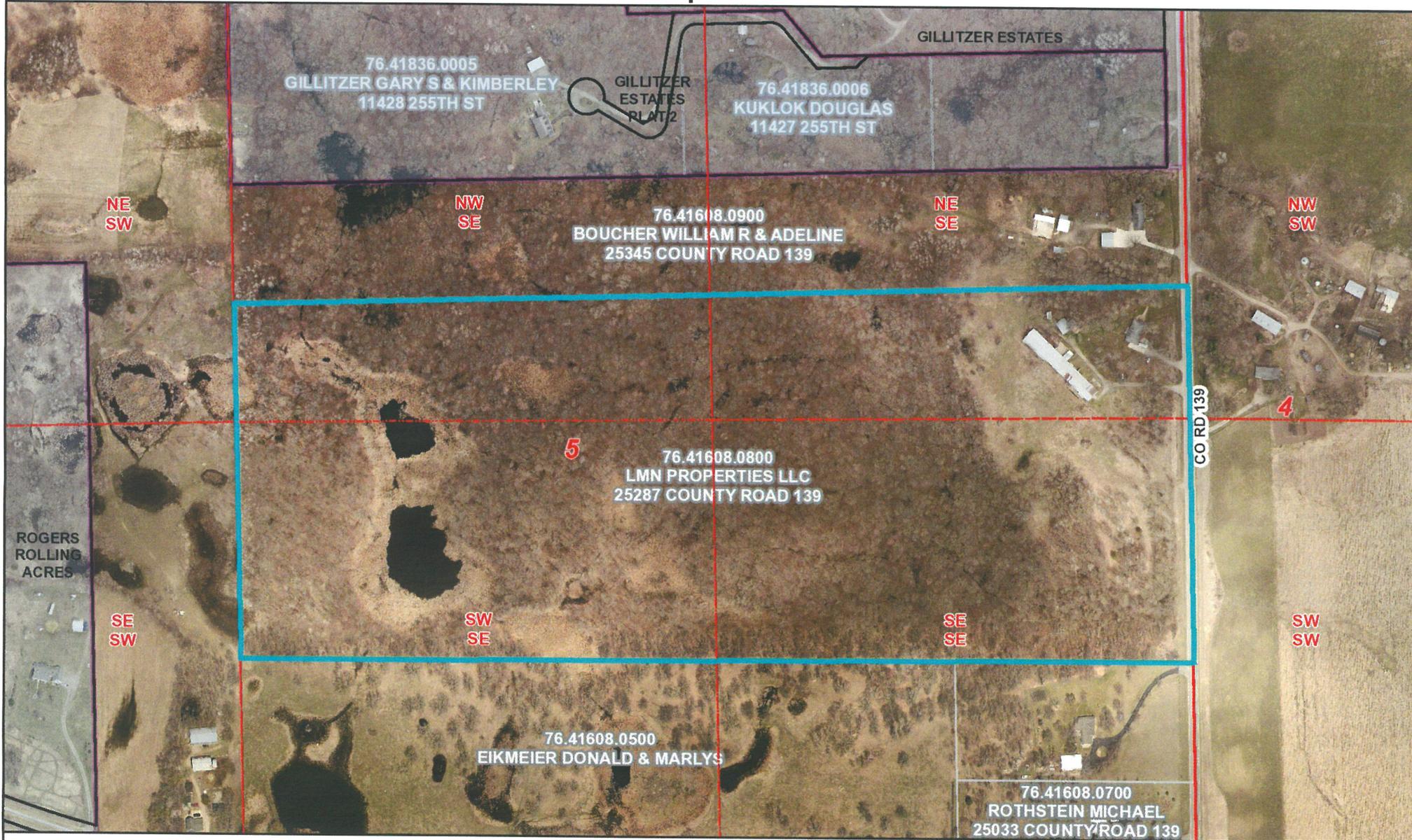
0 2,107 Feet

© Bolton & Menk, Inc - Web GIS 12/23/2019 11:25 AM



**BOLTON  
& MENK**  
Real People. Real Solutions.

# Map Title



**Parcel ID** 76.41608.0800  
**Acreage** 60  
**Sec/Twp/Rng** 5-123-29  
**Legal Plat**

**Property Address** 25287 COUNTY ROAD 139  
 ST CLOUD, MN 56301-9719

**Owner Address** LMN PROPERTIES LLC  
 SAUK RAPIDS MN 56379

**District** 7605 ROCKVILLE CITY 750  
**Class** 2B-Rural Vacant Land/Non-Productive - Non Homestead, 4C12-Seasonal recreational  
**Brief Tax Description** residential - Non Commercial,

**Auditor/Treasurer**  
 Division of Land Management  
 October 29, 2019



Data is as represented in Stearns County Databases, It is NOT Intended for Locational Use and Stearns County waives all liability from this product.

This map is made available on an "as is" basis, without express or implied warranty of any sort including, specifically, any implied warranties of fitness for a particular purpose, warranties of merchantability or warranties relating to the accuracy or completeness of the database(s).



## **Attachment A**

Existing Legal Description per Doc. No. 1318001

The South One-Half (S1/2) of the North Three Quarters (N3/4) of the Southeast Quarter (SE1/4) of Section Five (5), Township One Hundred Twenty Three (123), Range Twenty-nine (29) West, Stearns County, Minnesota, described as follows:

Commencing at the southeast corner of said Section 5; thence northerly along the east line of the Southeast Quarter (SE1/4) of said Section 5 on an assumed bearing of North 1 degree 46 minutes 34 seconds West for 682.78 feet to the southeast corner of said S1/2 N3/4 SE1/4 said point being the point of beginning; thence continue North 1 degree 46 minutes 34 seconds West along said east line of the Southeast Quarter of Section 5 for 1024.17 feet to the northeast corner of said S1/2 N3/4 SE1/4; thence South 88 degrees 29 minutes 50 seconds West, along the north line of said S1/2 N3/4 SE1/4 for 2689.76 feet to the northwest corner of said S1/2 N3/4 SE1/4; thence South 1 degree 57 minutes 06 seconds East, along the west line of said SE1/4 of Section 5 for 994.51 feet to the southwest corner of said S1/2 N3/4 SE1/4; thence North 89 degrees 07 minutes 48 seconds East, along the south line of said S1/2 N1/4 SE1/4 for 2687.07 feet to the point of beginning.

Suggested Legal Description for Tract A

That part of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section Five (5), Township One Hundred Twenty Three (123), Range Twenty-nine (29) West, Stearns County, Minnesota, described as follows:

Commencing at the southeast corner of said Section 5; thence northerly along the east line of the Southeast Quarter (SE1/4) of said Section 5 on an assumed bearing of North 1 degree 46 minutes 34 seconds West for 1365.56 feet to the southeast corner of said NE1/4 SE1/4, said point being the point of beginning;

thence continue North 1 degree 46 minutes 34 seconds West along said east line of the Southeast Quarter of Section 5 for 341.39 feet to the northeast corner of the South One-Half (S1/2) of the North Three Quarters (N3/4) of the Southeast Quarter (SE1/4) of said Section 5;

thence South 88 degrees 29 minutes 50 seconds West, along the north line of said S1/2 N3/4 SE1/4 for 591.48 feet;

thence South 1 degree 46 minutes 34 seconds East 339.03 feet to the south line of said NE1/4 SE1/4;

thence South 88 degrees 42 minutes 29 seconds East, along the last described south line for 608.50 feet to the point of beginning.

Suggested Legal Description for Tract B

The South One-Half (S1/2) of the North Three Quarters (N3/4) of the Southeast Quarter (SE1/4) of Section Five (5), Township One Hundred Twenty Three (123), Range Twenty-nine (29) West, Stearns County, Minnesota, described as follows:

Commencing at the southeast corner of said Section 5; thence northerly along the east line of the Southeast Quarter (SE1/4) of said Section 5 on an assumed bearing of North 1 degree 46 minutes 34 seconds West for 682.78 feet to the southeast corner of said S1/2 N3/4 SE1/4 said point being the point of beginning; thence continue North 1 degree 46 minutes 34 seconds West along said east line of the Southeast Quarter of Section 5 for 1024.17 feet to the northeast corner of said S1/2 N3/4 SE1/4; thence South 88 degrees 29 minutes 50 seconds West, along the north line of said S1/2 N3/4 SE1/4 for 2689.76 feet to the northwest corner of said S1/2 N3/4 SE1/4; thence South 1 degree 57 minutes 06 seconds East, along the west line of said SE1/4 of Section 5 for 994.51 feet to the southwest corner of said S1/2 N3/4 SE1/4; thence North 89 degrees 07 minutes 48 seconds East, along the south line of said S1/2 N1/4 SE1/4 for 2687.07 feet to the point of beginning.

EXCEPTING THEREFROM that part of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section Five (5), Township One Hundred Twenty Three (123), Range Twenty-nine (29) West, Stearns County, Minnesota, described as follows:

Commencing at the southeast corner of said Section 5; thence northerly along the east line of the Southeast Quarter (SE1/4) of said Section 5 on an assumed bearing of North 1 degree 46 minutes 34 seconds West for 1365.56 feet to the southeast corner of said NE1/4 SE1/4, said point being the point of beginning;

thence continue North 1 degree 46 minutes 34 seconds West along said east line of the Southeast Quarter of Section 5 for 341.39 feet to the northeast corner of the South One-Half (S1/2) of the North Three Quarters (N3/4) of the Southeast Quarter (SE1/4) of said Section 5;

thence South 88 degrees 29 minutes 50 seconds West, along the north line of said S1/2 N3/4 SE1/4 for 591.48 feet;

thence South 1 degree 46 minutes 34 seconds East 339.03 feet to the south line of said NE1/4 SE1/4;

thence South 88 degrees 42 minutes 29 seconds East, along the last described south line for 608.50 feet to the point of beginning.

**NOTICE OF PUBLIC HEARING  
CITY OF ROCKVILLE**

Notice is hereby given that the Rockville Planning Commission will hold a public hearing on **Tuesday, January 7, 2020 at approximately 6:00 p.m. at Rockville City Hall – 229 Broadway Street East** to consider Ordinance 2020-103 regarding the request of Lysa Marie Neitzke dba LMN Properties LLC to rezone their property from Ag-40 to RR. The address of the property is: 25287 CR 139, Rockville, MN with a Parcel No. 76.41608.0800. A complete copy of the proposed ordinance is available for inspection by any person during regular office hours at the City Administrator-Clerk's office or on the City of Rockville web site at [www.rockvillecity.org](http://www.rockvillecity.org).

The request is rezone from Ag-40 to RR.

All persons attending the hearing and wishing to address the Planning Commission will have an opportunity to do so. Those not able to be present at this meeting should submit their opinions in writing to the Rockville City Administrator, P.O. Box 93, Rockville MN 56369 prior to the hearing.

Martin M. Bode  
City Administrator/Clerk

Publish December 24, 2019  
*Cold Spring Record*

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STATE OF MINNESOTA )  
 )ss.  
COUNTY OF STEARNS )

**AFFIDAVIT OF SERVICE**

Debbie R. VanHeel, being duly sworn, on oath says that at the City of Rockville in said County and State, on the **23rd** day of **December, 2019**, he/she served the annexed Notice on see attachment, the person therein named, personally, by then and there handing to and leaving with him/her a true and correct copy of said Notice.

  
\_\_\_\_\_  
Signature

Subscribed and sworn to before me this 23 day of December, 2019.

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



Notary Public Stamp

<b>Name</b>	<b>Address</b>	<b>City</b>
BERNADINE E MASSMANN TRUST	25232 COUNTY ROAD 139	ST CLOUD MN 56301
BRIAN J & KATHLEEN M STANGER	25022 HALFMAN RD	ST CLOUD MN 56301-9746
DONALD & MARLYS EIKMEIER	24992 HALFMAN RD	ST CLOUD MN 56301-9759
DOUGLAS KUKLOK	11427 255TH ST	SAINT CLOUD MN 56301
DUANE P & DIANE WILLENBRING	25123 COUNTY ROAD 139	ST CLOUD MN 56301-9719
GARY S & KIMBERLEY GILLITZER	11428 255TH ST	ST CLOUD MN 56301
JEFFREY D & JANEL A LAHR	25046 HALFMAN RD	ST CLOUD MN 56301-9746
LMN PROPERTIES LLC	PO BOX 367	SAUK RAPIDS MN 56379
MICHAEL ROTHSTEIN	PO BOX 20	ROCKVILLE MN 56369-0020
WILLIAM R & ADELINE BOUCHER	25345 COUNTY ROAD 139	ST CLOUD MN 56301-9719

**10 Notices**

**CITY OF ROCKVILLE, MINNESOTA  
QUALIFIED MINOR SUBDIVISION**

**QM Subdivision Fee: \$100.00 + Recording Fee \$46.00 (per document)  
Need separate checks: 1 for QM Subdivision Fee & 1 for Recording Fee(s)**

**PLEASE NOTE:** any costs (i.e. legal, engineering, administrative, etc.) incurred over and above the application fee are the responsibility of the petitioner.

Date Submitted: \_\_\_\_\_  
(Must submit at least ten (10) days prior to the next Planning Commission)

Parcel (1) # 76.41608.0800

Parcel (2) # TBD

Location: Section 05 Township 123 Range 029

Legal Description parcel (1): See attachment A

\_\_\_\_\_  
\_\_\_\_\_

Legal Description parcel (2): See attachment A

\_\_\_\_\_  
\_\_\_\_\_

Owner's Name Lysa M Neitzke Phone 320-980-1599  
First Name Middle Initial Last Name

Address PO Box 247 Sauk Rapids MN 56379

Email: bneitzke@gatr.net

**The following must be submitted:**  
\_\_\_ Certificate of Survey – one (1) copy 11"x 17" or PDF copy.

AuthentisIGN  
*Lysa Neitzke*  
Signature \_\_\_\_\_  
11/26/2019 2:36:39 PM CST

11/26/2019  
Date \_\_\_\_\_

**Office Use Only:**  
R# \_\_\_\_\_ 101.41000.34103 Check # \_\_\_\_\_ Date \_\_\_\_\_ Qualified Minor \$100.00 Permit # \_\_\_\_\_  
R# \_\_\_\_\_ 101.41000.34102 Check # \_\_\_\_\_ Date \_\_\_\_\_ Recording Fee \$46.00 Permit # \_\_\_\_\_



**From:** Sam DeLeo <deleo@kldland.com>  
**Sent:** Wednesday, November 13, 2019 9:28 AM  
**To:** Martin Bode  
**Cc:** Cory Ehlert  
**Subject:** Admin Split for Bob Neitzke;  
**Attachments:** COS NEITB1902\_2019.11.12\_11x17.pdf; Aerial.pdf; Legal Desc\_2019.11.12.docx

Good morning Marty.

Attached is the certificate of survey, legal descriptions, and a GIS map for Bob Neitzke's split.

There is about 50 feet from the chicken barn to the new south line of Tract A so we meet setbacks fine. There are also two existing entrances, one for each new parcel.

Let me know if you need anything else or if you have questions.

**Sam DeLeo, PLS**

deleo@KLDland.com

Office 320-259-1266    Mobile 320-492-1824    Fax 320-259-8811

**Kramer Leas DeLeo, P.C.**    13 North 11<sup>th</sup> Ave.    St. Cloud, MN 56303

## STICKNEY HILL DAIRY STAFF REPORT

January 7 and January 8, 2020

Rockville Planning Commission; City Council

**Re:** Variance Request by

Owner: Frances J. Lenzmeier dba Master Mark Inc. / Stickney Hill Dairy

Applicant: Stickney Hill Dairy

PIN: 76.42146.0810

Property Address: 1380 Prairie Drive, Rockville MN

**Variance Requested:**

Construct/erect a new 30-foot high free-standing sign - (Section 12, Subd 17.C.1 – If facing Trunk Highway 23 – Twenty (20) feet).

**Relevant Information:**

1. Property is zoned I-1.
2. Property has 2.74 +/- acres.
3. Neighboring sign is by a variance 30 feet high (10.01.03).
4. 11 Public Hearing notices were mailed out.

**Action:**

1. Findings of Fact

**Recommendation:**

1. Consider Approval

Submitted by:  
Martin M. Bode  
Zoning Administrator

**CITY OF ROCKVILLE  
 VARIANCE REQUEST APPLICATION  
 APPLICATION Fee \$200 and RECORDING Fee \$46.00 (per document)  
 Separate checks: 1 for Variance Request & 1 for Recording Fee(s)**

**Need a Copy of Deed**

**PLEASE NOTE:** any costs (i.e. legal, engineering, administrative, Stearns County fees, etc.) incurred over the application fee will be the responsibility of the petitioner.

PROPERTY LOCATION/ADDRESS: 1380 Prairie DR.

LEGAL DESCRIPTION: \_\_\_\_\_ PARCEL#: \_\_\_\_\_ ZONING: \_\_\_\_\_

EXPLANATION OF REQUEST: Permanant Sign Height to 30' OAH

If replacing an existing structure, what will be done with the old structure? \_\_\_\_\_

Has a variance request been made previously on this property? No If yes, when? \_\_\_\_\_

**PROPERTY OWNER:**

Name (Print):	<u>Mastermark Inc.</u>	Phone:	<u>320.686.0240</u>
Address:	<u>1380 Prairie Dr Rockville MN 56320</u>		
Signature (required):	<u>[Signature]</u>	Date:	<u>12/9/19</u>
*Signature of property owner shall serve as acknowledgement and authorization of this request.			

**APPLICANT:**

Name (Print):	<u>Stickney Hill Dairy</u>	Phone:	<u>320.686.0240</u>
Address:	<u>1380 Prairie Dr Rockville MN 56320</u>		
Signature (required):	<u>[Signature]</u>	Date:	<u>12/9/19</u>
<i>I hereby certify that I have read the above information and I agree with the terms.</i>			

**STAFF USE ONLY:**

Permit#	_____
R#	_____ Variance Application Fee Check # _____ Date _____ 101.41000.34103 \$200.00
R#	_____ Reimb. for Invoice Check# _____ Date _____ 101.41000-34102 \$46.00

**CITY OF ROCKVILLE**  
**VARIANCE REQUEST APPLICATION**  
**APPLICATION Fee \$200 and RECORDING Fee \$46.00 (per document)**  
 Separate checks: 1 for Variance Request & 1 for Recording Fee(s)

Need a Copy of Deed

**PLEASE NOTE:** any costs (i.e. legal, engineering, administrative, Stearns County fees, etc.) incurred over the application fee will be the responsibility of the petitioner.

PROPERTY LOCATION/ADDRESS: 1380 PRAIRIE DR

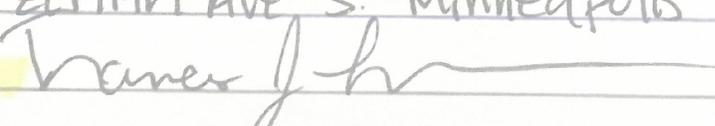
LEGAL DESCRIPTION: \_\_\_\_\_ PARCEL#: \_\_\_\_\_ ZONING: \_\_\_\_\_

EXPLANATION OF REQUEST: PERMANANT SIGN HEIGHT  
TO 30' OAH

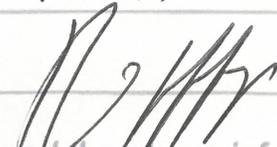
If replacing an existing structure, what will be done with the old structure? \_\_\_\_\_

Has a variance request been made previously on this property? \_\_\_\_\_ If yes, when? \_\_\_\_\_

**PROPERTY OWNER:**

Name (Print): Master Mark Francis J Lenzmeier Phone: 3106216152  
First Name Middle Initial Last Name  
 Address: 3822 Zenith Ave S. Minneapolis MN 55410  
 Signature (required):  Date: 12/16/19  
*\*Signature of property owner shall serve as acknowledgement and authorization of this request.*

**APPLICANT:**

Name (Print): STICKNEY HILL DAIRY Phone: 320.686.0240  
 Address: 1380 PRAIRIE DR ROCKVILLE, MN 56320  
 Signature (required):  CUSTOMER REPRESENTATIVE Date: 12/16/19  
*I hereby certify that I have read the above information and I agree with the terms.*

**STAFF USE ONLY:**

Permit# \_\_\_\_\_  
 R# \_\_\_\_\_ Variance Application Fee Check # 19259 Date 12-18-19 101.41000-34103 \$200.00  
 R# \_\_\_\_\_ Reimb. for Invoice Check # 19260 Date 12-18-19 101.41000-34102 \$46.00

**PAID**





**APPEALS AND ADMINISTRATIVE DECISIONS**

Appeals of decisions of the Zoning Administrator will be heard by the City Council provided that the person making the appeal files an application for a hearing within thirty (30) days after the decision to be appealed was delivered to the applicant by the Zoning Administrator. The following procedure will be followed:

1. **Application**. The person making the appeal must apply for a hearing before the City Council on forms provided by the Zoning Administrator.
2. **Notice and Hearing**. The City Council will schedule a hearing on the appeal.
  - a) At least ten (10) days prior to the hearing a notice will be published in the official county newspaper.
  - b) The City Council will make their decision within thirty (30) days of the public hearing or may extend the time for consideration as permitted by state law.

**LAPSE OF VARIANCE**

If within one (1) year after granting a Variance the work permitted is not started, such variance shall become null and void unless a petition for an extension has been approved by the City Council.

**THE STEPS:**

1. **Provide a complete application** by the 1<sup>st</sup> Tuesday of the month to be on the *following* month's Planning Commission Agenda.
2. **Planning Commission** – (meets the 1st Tuesday of the month) The Planning Commission may schedule a site visit; hold the public hearing at their meeting and make a recommendation to the Council at the next City Council meeting.
3. **Council** - (meets 2nd Wednesday of the month) Council makes the final decision – if Council grants the Variance Request.
4. **Applicant** –
  - If applicant waits for Council approval before providing the plans the next step is to fill out the Building Permit Application & provide 2 full sets of plans to City Hall.
  - If Applicant provided the Building Permit Application & 2 full sets of plans with the variance request. The applicant will need to notify City Hall that the plans that are on file are correct. This process will not be forwarded to the Building Official until applicant contacts City Hall.
5. **Building Official** - Reviews the plans (allow 4-6 days). Once City Hall receives the plans back, Staff will notify the Applicant with the cost of the building permit.

Applicant Signature

*[Handwritten Signature]*  
CUSTOMER REPRESENTATIVE

Date

12/9/19

*I hereby certify that I have read the above information and I agree with the terms.*

**Staff Use only:**

Zoning Administrator reviewed Variance Application.

1. Referred to City Attorney and/or City Engineer: Date \_\_\_\_\_  
Why: \_\_\_\_\_  
\_\_\_\_\_

2. Determination made and why: \_\_\_\_\_  
\_\_\_\_\_

( ) Complete Application

( ) Incomplete Application Why: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Applicant was notified for additional information: Date \_\_\_\_\_ in which the  
information needs to be turned in by: \_\_\_ in person \_\_\_ by phone \_\_\_ email

Staff \_\_\_\_\_ Date \_\_\_\_\_

**NOTICE OF PUBLIC HEARING  
CITY OF ROCKVILLE**

Notice is hereby given that the Rockville Planning Commission will hold a public hearing on **Tuesday, January 7, 2020 at approximately 6:00 p.m. at Rockville City Hall – 229 Broadway Street East** to consider the request of Mastermark Inc. dba: Stickney Hill Dairy, for a variance to the Sign Ordinance. The address of the property is: 1340 Prairie Drive, Rockville, MN with a legal description of: Parcel No. 76.42146.0810, Lots 1 & 2 Block 2, Prairie Business Park, Section-Township-Range 17-123-029

The request is to construct a sign to the height of 30 feet thereby exceeding the maximum height of 20 feet for a free-standing sign in a I-1 Light Industrial Zoning District.

All persons attending the hearing and wishing to address the Planning Commission will have an opportunity to do so. Those not able to be present at this meeting should submit their opinions in writing to the Rockville City Administrator, P.O. Box 93, Rockville, MN 56369 prior to the hearing.

Martin M. Bode  
City Administrator

Publish 12/24/2019  
*Cold Spring Record*

In accordance with federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)  
To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, room 326-w, Whitten Building, 1400 Independence Ave, SW, Washington, D.C. 20250-9410 or call (202) 720-5964 (voice & tdd). USDA is an equal opportunity provider and employer.

STATE OF MINNESOTA )  
 )ss.  
COUNTY OF STEARNS )

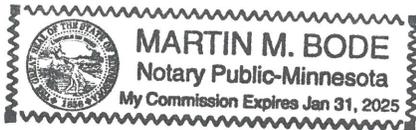
**AFFIDAVIT OF SERVICE**

**Debbie R. VanHeel**, being duly sworn, on oath says that at the City of Rockville in said County and State, on the **23rd** day of **December, 2019**, he/she served the annexed Notice on see attachment, the person therein named, personally, by then and there handing to and leaving with him/her a true and correct copy of said Notice.

  
\_\_\_\_\_  
Signature

Subscribed and sworn to before me this 23 day of December, 2019.

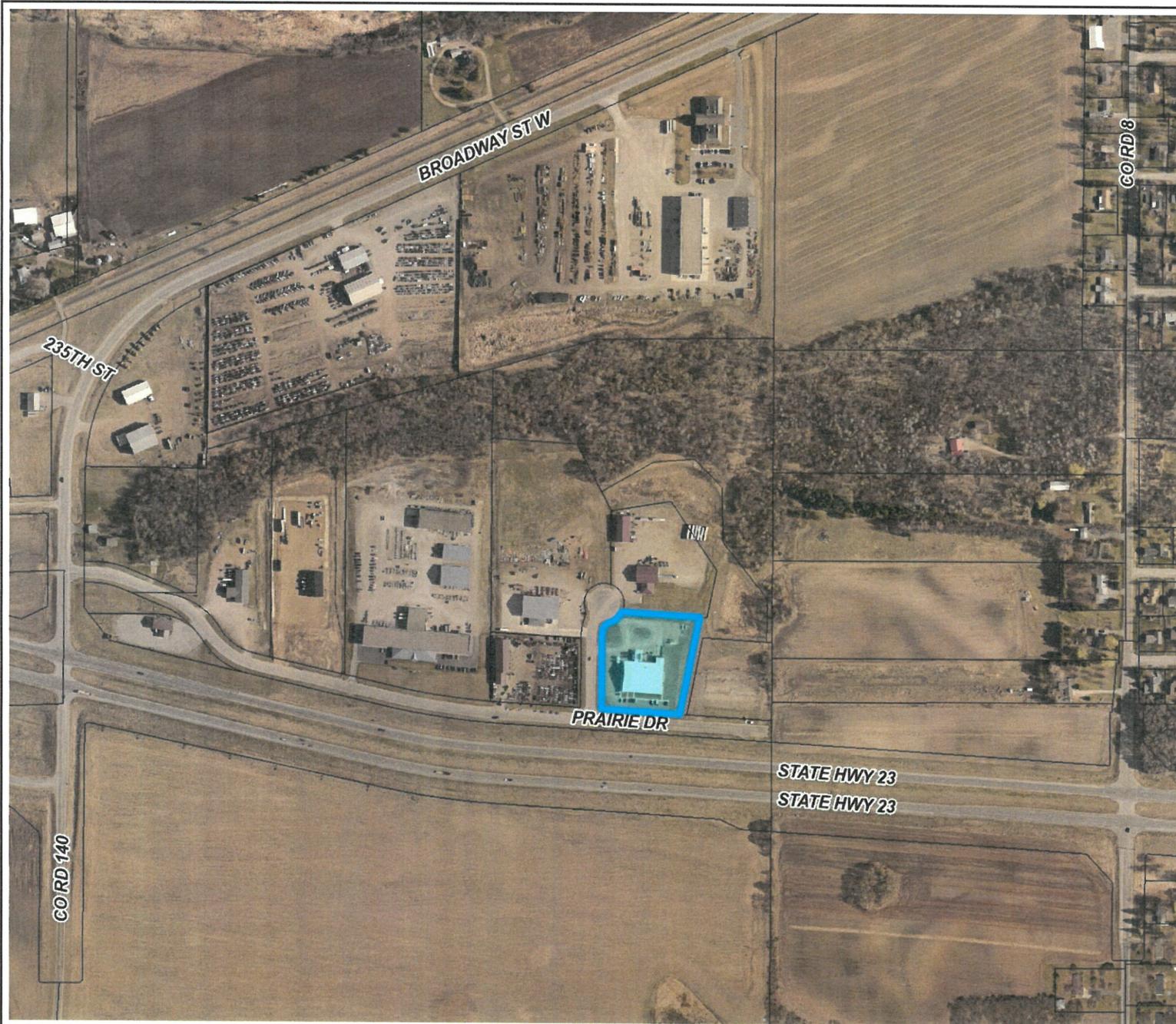
  
\_\_\_\_\_  
Notary Public Signature



Notary Public Stamp

<b>Name</b>	<b>Address</b>	<b>City</b>
ANDREW & EUNICE MOLITOR TRUST	22942 COUNTY ROAD 140	COLD SPRING MN 56320-9759
ERIC R & ANN M KUNZ	23265 COUNTY ROAD 8	COLD SPRING MN 56320-9508
GRANITE-TOPS LLC	1480 PRAIRIE DR	COLD SPRING MN 56320
HERBERT A SCHLANGEN TRUST	23047 COUNTY ROAD 8	COLD SPRING MN 56320
IMPORT MOTORS LLC	PO BOX 246	ROCKVILLE MN 56369
J & T PARTNERS	866 PRAIRIE CT	COLD SPRING MN 56320
J & T PARTNERS LLC	38 FAIRFIELD LN	ST CLOUD MN 56303
MAR-DAR LLC	27181 RIDGEWOOD DR	MERRIFIELD MN 56465
MASTERMARK INC	3822 ZENITH AVE S	MINNEAPOLIS MN 55410
SCHUELLER PROPERTIES LLC	PO BOX 459	ROCKVILLE MN 56369
VINCENT M & JUDITH L IKEOGU	23305 COUNTY ROAD 8	COLD SPRING MN 56320-9508

## **11 Notices**



City of Rockville,  
Minnesota  
*Granite - Heart of the City*

Legend

- City Limits
- Parcels
- PWI Watercourse
- PWI Basin

1340 Prairie Dr  
Sign



Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Rockville is not responsible for any inaccuracies herein contained.

0 527 Feet

© Bolton & Menk, Inc - Web GIS 12/23/2019 11:50 AM



76.41630.0010  
G PROPERTIES LLC

76.41629.0500  
KUNZ TRAVIS R & SHANNON M

76.42146.0809  
SCHUELLER PROPERTIES LLC

76.42146.0808  
J & T PARTNERS

76.41629.0400  
KUNZ JUDY A

76.42147.0002  
MUN INC

76.42147.0003  
GRANITE-TOPS LLC

76.42146.0813  
MAR-DAR LLC

76.42146.0803  
J & T PARTNERS LLC

76.41629.0600  
IKEOGU VINCENT M & JUDITH L

PRAIRIE CT

76.42146.0810  
MASTERMARK INC

76.41629.0300  
KUNZ ERIC R & ANN M

PRAIRIE DR

76.41630.0600  
ANDREW & EUNICE MOLITOR TRUST

76.41630.0700  
HERBERT A SCHLANGEN REV TRUST

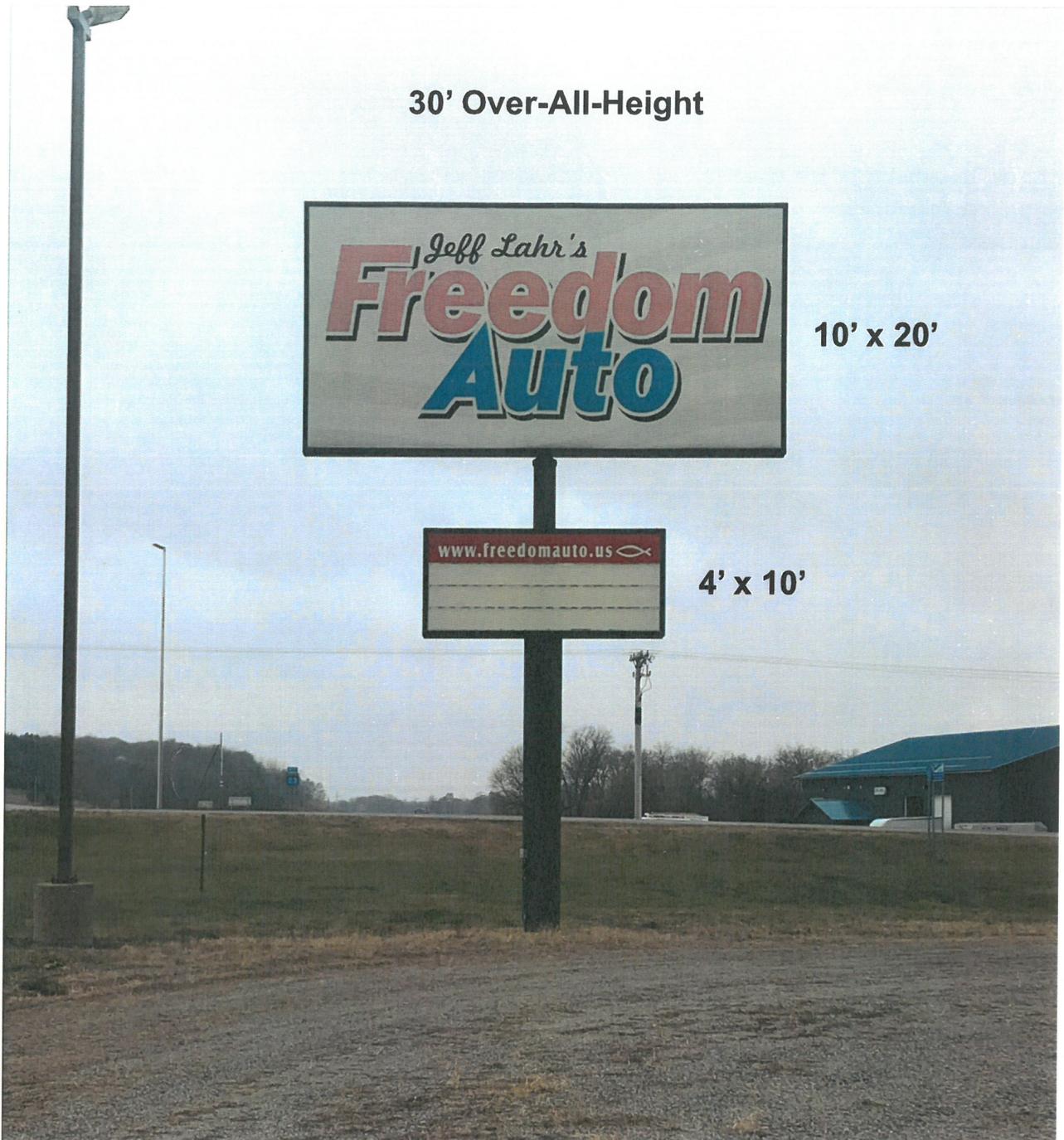
30' Over-All-Height



10' x 20'



4' x 10'





New Internally Illuminated Pylon  
30' OAH

SALESMAN: BRUCE KIFFMEYER	
LOCATION: ROCKVILLE, MN	
SCALE: 1/8" = 1'	DATE: 09/05/18
SQ FT:	WORK ORDER#

# skyview

PERMANENT SIGN PLACEMENT  
EXACT TBD PER SETBACKS



© 2018 Pictometry

**FINDING OF FACT  
SUPPORTING/DENYING A VARIANCE**

A variance may be granted when the applicant for the variance established that there are practical difficulties in complying with the zoning ordinance. The consideration of the following criteria as defined in Minnesota Statutes Section 462 and Minnesota Statues Section 394.27:

1. Is the variance in *harmony* with the purposes and intent of the *ordinance*?  
Why or Why not?

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**Becker \_\_\_\_\_ Herberg \_\_\_\_\_ Schreifels \_\_\_\_\_ Schmitt \_\_\_\_\_**

2. Is the variance *consistent* with the *comprehensive plan*?  
Why or Why not?

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**Becker \_\_\_\_\_ Herberg \_\_\_\_\_ Schreifels \_\_\_\_\_ Schmitt \_\_\_\_\_**

3. Does the proposal put property to use in a *reasonable manner*?  
Why or Why not?

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**Becker \_\_\_\_\_ Herberg \_\_\_\_\_ Schreifels \_\_\_\_\_ Schmitt \_\_\_\_\_**

4. Are there *unique circumstances* to the property not created by the landowner?  
Why or Why not?

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**Becker \_\_\_\_\_ Herberg \_\_\_\_\_ Schreifels \_\_\_\_\_ Schmitt \_\_\_\_\_**

5. Will the variance, if granted, maintain the *essential character* of the locality?  
Why or Why not?

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**Becker \_\_\_\_\_ Herberg \_\_\_\_\_ Schreifels \_\_\_\_\_ Schmitt \_\_\_\_\_**

IF ALL OF THE ANSWERS ARE "YES", THE CRITERIA FOR GRANTING THE VARIANCE HAVE BEEN MET.

## LUTGEN aka HILLTOP WOODS STAFF REPORT

January 7 and January 8, 2020

Rockville Planning Commission / City Council

**RE:** Final Plat known as Hilltop Woods

**Owner:** John and Lisa Lutgen

The legal description of the property is: he Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4), LESS AND EXCEPT: The South one-fourth of the SE1/4 of NE1/4, all in Section (5) in Township One Hundred Twenty-three (123), Range Twenty-nine (29), Stearns County, Minnesota. Parcel No. 76.41607.0900.

**Request:**

To Final Plat Subdivide 30 +/- acres into five (5), 5.09 to 5.87 +/- acre lots

**Relevant Information:**

1. Property was rezoned from Ag-40 to R-R with a PUD Overlay (May 8, 2019 Council Meeting).
2. Lot size is 30 +/- acres.
3. Proposed Plat is five (5) lots at 5.09 to 5.87 +/- acres per lot.
4. Purpose is residential development.
5. Meets City of Rockville Zoning requirements of Section 16A: Rural Residential "R-R District".
6. Proposed access road would be Public.
7. Planning Commission Public Hearing for Preliminary Plat was on October 1, 2019.
8. Preliminary Plat was approved by Council Resolution 2019-47 on October 9, 2019 with conditions.

**Recommendation:**

Consider approval conditioned on City Engineer memorandum dated December 31, 2019.

Submitted by:  
Martin M. Bode  
Zoning Administrator

**CITY OF ROCKVILLE  
APPLICATION FOR FINAL PLAT  
Platting Fee: \$300.00**

**PLEASE NOTE:** any costs (i.e. legal, engineering, administrative, etc.) incurred over and above the application fee are the responsibility of the petitioner.

Date of Pre-application Meeting: \_\_\_\_\_

Date Application Submitted \_\_\_\_\_ Parcel # 76.41607.0900

Name of Plat Hill top Woods Plat File # \_\_\_\_\_

Plat Location: Section 5 Township 123 Range 29

Legal Description N 3/4 SE 1/4 NE 1/4 SEC 5, Twp 123, Rng. 29

Currently Zoned R-R Zoning Requested - Total Acreage 29.35

Owner's Name John & Lisa Lutgen Phone 320-241-0715  
First Name Middle Initial Last Name

Address 3130 CO. RD 137, WAITE PARK MN 56387 Email Jake@LutgensCO.com

Developer Same Phone \_\_\_\_\_

Address \_\_\_\_\_

Surveyor Sam Deleo, KLD Phone 320-492-1824 Fax \_\_\_\_\_

Address 13 11th Ave No. St. Cloud, MN 56303

The following **must be submitted** with the final plat:

- Applicant must submit application at least ten (10) working days before the next regularly schedule Planning Commission meeting (1st Tuesday of each month).
- Submit required fee (\$300.00).
- Submit one full-size (24"x 36") copy and one 11" x 17" copy of the final plat.

John Lutgen  
Signature

9-8-19  
Date

R# \_\_\_\_\_ 101.41000.34103 Check # 1057 Date 9-9-19 Final Plat Fee \$300.00 Permit # 19-01FP  
FinalPlat Application.forms.wp

# HILLTOP WOODS

## SURVEYOR'S CERTIFICATION

I Samuel J. DeLeo do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Samuel J. DeLeo, Licensed Land Surveyor  
Minnesota License Number 40341

STATE OF MINNESOTA  
COUNTY OF STEARNS

The foregoing Surveyor's Certification was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Samuel J. DeLeo, Licensed Land Surveyor, Minnesota License Number 40341.

Sidney Theis

Notary Public Stearns County, Minnesota  
My commission expires January 31, 2022

## KNOWN ALL PERSONS BY THESE PRESENTS:

That John H. Lutgen and Lisa L. Lutgen, husband and wife, owners of the following described property situated in Stearns County, Minnesota to wit:

The North Three-Quarters of the Southeast Quarter of the Northeast Quarter (N3/4 SE1/4 NE1/4) of Section 5, Township 123 North, Range 29 West, Stearns County, Minnesota.

Have caused the same to be surveyed and platted as HILLTOP WOODS and do hereby dedicate to the public for public use forever the public way and the drainage and utility easements as created by this plat.

In witness whereof said John H. Lutgen and Lisa L. Lutgen, husband and wife, have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

John H. Lutgen Lisa L. Lutgen

STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by John H. Lutgen and Lisa L. Lutgen, husband and wife.

(Notary Signature) (Notary Printed Name)

Notary Public \_\_\_\_\_ County, Minnesota

My commission expires \_\_\_\_\_

City of Rockville Planning Commission

Approved by the Planning Commission of the City of Rockville this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Chairman \_\_\_\_\_

Secretary \_\_\_\_\_

City Council of Rockville

Approved by the City Council of Rockville this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Mayor \_\_\_\_\_

Clerk \_\_\_\_\_

STEARNS COUNTY

I hereby certify that in accordance with Minnesota Statutes, Section 505.021 Subd. 11, this plat has been examined this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Stearns County Surveyor, \_\_\_\_\_  
Minnesota License Number \_\_\_\_\_

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20\_\_\_\_ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Stearns County Auditor / Treasurer \_\_\_\_\_

Deputy Auditor / Treasurer \_\_\_\_\_

Tax Parcel Number: 76.41607.0900

I hereby certify that this instrument was filed for record in the Office of the County Recorder in and for Stearns County, Minnesota on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., as Document No. \_\_\_\_\_ in Plat Cabinet \_\_\_\_\_ No. \_\_\_\_\_.

Stearns County Recorder \_\_\_\_\_

Deputy Recorder \_\_\_\_\_

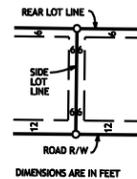
ID	BEARING	DISTANCE
L100	S 77°41'39" W	70.00
L101	S 44°06'48" E	70.00
L102	S 67°35'41" W	25.99
L103	N 67°35'41" E	25.99
L104	N 87°35'41" E	51.84

ID	BEARING	DISTANCE	ID	BEARING	DISTANCE
L1	S 44°00'00" E	113.27	L42	N 26°00'00" E	99.99
L2	S 65°00'00" W	78.00	L43	S 88°00'46" W	17.57
L3	N 70°00'00" W	113.00	L44	N 00°00'00" W	94.33
L4	N 54°00'00" W	120.00	L45	N 88°00'00" E	66.00
L5	S 27°29'54" E	176.50	L46	S 52°00'00" E	76.00
L6	S 56°00'00" E	37.00	L47	N 90°00'00" W	70.69
L7	N 89°00'00" E	194.00	L48	N 13°00'00" E	48.02
L8	N 17°00'00" W	30.96	L49	N 00°00'00" E	84.00
L9	N 76°29'47" E	110.80	L50	N 00°00'00" E	84.00
L10	S 74°33'34" E	120.68	L51	N 90°00'00" E	33.00
L11	S 01°32'40" E	34.22	L52	S 38°22'03" E	30.61
L12	S 88°27'20" W	19.28	L53	S 00°00'00" E	60.00
L13	N 09°38'23" W	103.73	L54	N 90°00'00" W	52.00
L14	S 88°27'20" W	42.37	L55	S 88°00'46" W	62.00
L15	N 01°32'40" W	49.03	L56	S 14°00'00" W	78.00
L16	N 74°33'34" W	140.64	L57	S 38°00'00" W	44.00
L17	S 76°29'47" W	117.18	L58	N 42°00'00" W	42.00
L18	N 87°00'00" W	126.00	L59	N 15°00'00" E	39.00
L19	N 69°00'00" W	75.00	L60	N 32°00'00" W	116.00
L20	N 28°00'00" W	105.17	L61	N 04°00'00" E	51.00
L21	S 34°09'07" E	51.77	L62	N 41°00'00" E	26.00
L22	S 03°00'00" E	58.00	L63	S 89°00'00" E	33.00
L23	S 46°00'00" W	28.00	L64	S 53°00'00" E	28.95
L24	N 66°00'00" W	34.97	L65	S 24°00'00" E	119.75
L25	N 08°00'00" W	32.68	L66	N 88°00'46" E	56.00
L26	N 33°00'00" E	36.00	L67	N 65°00'00" E	78.00
L27	N 89°00'00" E	34.00	L68	S 86°00'00" E	54.00
L28	S 01°59'14" E	97.42	L69	S 38°00'00" E	204.00
L29	S 88°00'46" W	22.00	L70	S 01°00'00" W	41.00
L30	S 88°00'46" W	50.87	L71	S 56°00'00" W	102.00
L31	S 26°00'00" W	109.44	L72	N 50°00'00" W	21.00
L32	S 53°00'00" E	139.15	L73	N 14°00'00" E	101.00
L33	S 24°00'00" E	115.00	L74	N 30°00'00" W	76.00
L34	S 01°00'00" W	52.00	L75	S 82°00'00" W	116.71
L35	S 17°00'00" E	118.00	L76	N 16°00'00" W	71.28
L36	S 78°00'00" W	23.66	L77	S 87°00'00" W	66.00
L37	N 25°00'00" W	137.08	L78	N 02°24'19" E	45.00
L38	N 25°00'00" W	48.00	L79	N 87°00'00" E	66.00
L39	N 55°00'00" W	268.00	L80	N 19°43'08" W	72.05
L40	N 35°00'00" E	90.00	L81	N 70°16'52" E	95.81
L41	S 64°00'00" E	65.96	L82	S 16°58'20" E	70.46

PLAT AREAS +/-  
ENTIRE PLAT = 29.35 Ac.

BLOCK 1 - NOT PLATTED  
LOT 1 = 5.28 Ac.  
LOT 2 = 5.87 Ac.  
LOT 3 = 5.40 Ac.  
LOT 4 = 5.09 Ac.  
LOT 5 = 5.14 Ac.  
ROAD R/W = 2.57 Ac.

THE DRAINAGE AND UTILITY EASEMENTS TO BE DEDICATED AS PART OF THIS PLAT ARE SHOWN AS THUS UNLESS OTHERWISE NOTED:



### LEGEND OF PROPERTY BOUNDARY SYMBOLS

- SET IRON PIPE WITH CAP STAMPED "DELEO 40341"
- ⊗ SET MAGNETIC "PK" NAIL
- ⊙ GOVERNMENT SECTION CORNER MONUMENT

ORIENTATION OF THIS BEARING SYSTEM ASSUMES THAT THE EAST LINE OF THE NORTHEAST QUARTER OF SEC. 5, TWP. 123, RNG. 29 BEARS NORTH 02°24'19" WEST





Real People. Real Solutions.

2040 Highway 12 East  
Willmar, MN 56201-5818

Ph: (320) 231-3956  
Fax: (320) 231-9710  
Bolton-Menk.com

## MEMORANDUM

**Date:** December 31, 2019  
**To:** Honorable Mayor Willenbring, Members of the City Council and Members of the Planning Commission – Rockville, Minnesota  
**From:** Justin Kannas, P.E.  
City Engineer  
**Subject:** Hilltop Woods – Final Plat  
Rockville, Minnesota  
BMI Project No.: W14.119593

---

I have reviewed the Final Plat, revised plans dated December 4, 2019, and the storm water management plan for the above referenced project and have the following comments:

- 1) In accordance with a meeting on December 13, 2019 with the Developer, City representatives, Developer's Engineer, and the City Engineer the pavement section shall be revised to the following – Geotextile Fabric, 12" Class 5 Aggregate Base, 2" Bituminous Non-Wear, and 1.5" Bituminous Wear. A roll test shall be completed in the presence of the City Engineer in the Spring of 2020 prior to placement of any additional Class 5. The subgrade and Class 5 shall be approved by the City Engineer. If any yielding occurs on the aggregate base, additional work and materials may be required as approved by the City Engineer. Additionally, the Developer has agreed to extend the warranty period for the street to four (4) years.
- 2) The plans shall include 4-inch draitile along both sides of the road near the edge of the subcut extending 50-feet each way of the low points in the road at 3+50 and in the cul-de-sac. Install cleanouts on the ends of the draitile with a metal cap about 1-2" below the surface of the grass. Daylight the draitile to the ditches with a concrete headwall and rodent guard.
- 3) The Developer shall be responsible for obtaining all necessary permits including but not limited to the Sauk River Watershed District permit. A copy of the approved permit shall be sent to the City Engineer prior to construction.
- 4) The location of the building pad, driveway, and septic site shown on the plans is for conceptual purposes only to show everything is conceptually feasible to meet City standards. A site survey and grading plan will be required to be submitted with each individual lot at the time of the building permit and may be modified as long as it continues to meet all City and State standards. The survey and grading plan shall be approved by the City Engineer prior to a building permit being issued. Septic sites will also be required to be approved by Stearns County as part of the building permit requirements. (No plan changes needed – comment for reference only)

- 5) A Development Agreement shall be fully executed and all financial securities and fees as required per the Development Agreement shall be paid by the Developer prior to recording of the Final Plat.

I recommend approval of the Final Plat contingent upon the above the above comments and comments as submitted by other City staff.

cc: Martin Bode, City Administrator, City of Rockville



Real People. Real Solutions.

2040 Highway 12 East  
Willmar, MN 56201-5818

Ph: (320) 231-3956  
Fax: (320) 231-9710  
Bolton-Menk.com

## MEMORANDUM

**Date:** November 26, 2019  
**To:** Sam DeLeo, PLS  
Kraemer Leas DeLeo, P.C.  
**From:** Justin Kannas, P.E.  
City Engineer  
**Subject:** Hilltop Woods  
City of Rockville  
Project No.: W14.119593

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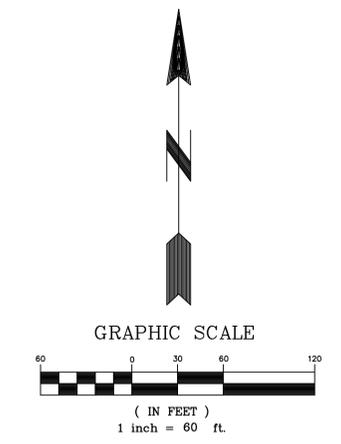
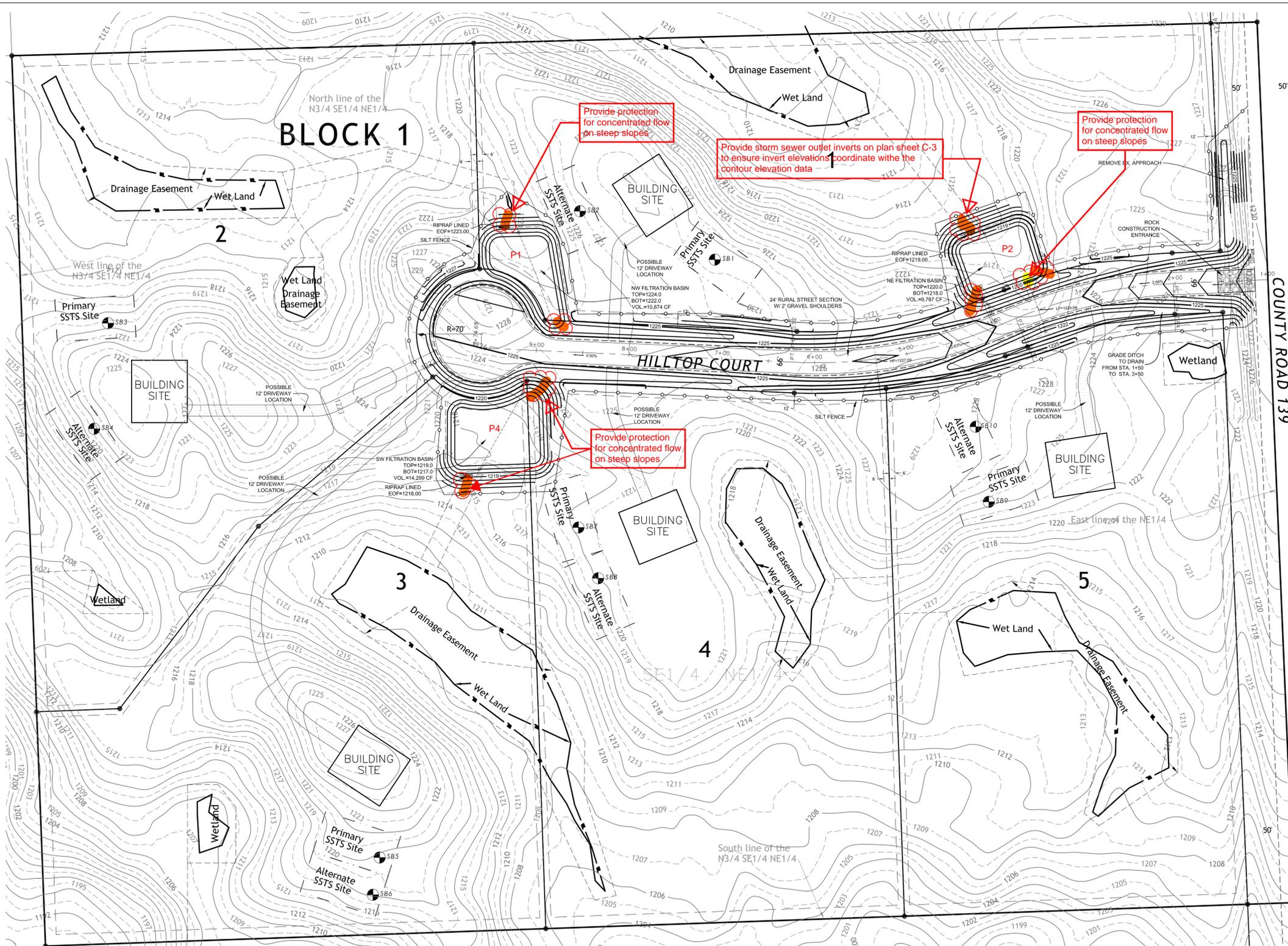
I have reviewed the revised plans dated November 14, 2019 and the storm water management plan and have the following comments:

- 1) The plat shall be revised to show drainage and utility easements 6' in width along side and rear lot lines and 12' in width along front lot lines and around the plat perimeter according to Subd. Ordinance Section 7.4.1.
- 2) The plat shall be revised to show drainage easements from the overflow of each storm pond to the discharge point into the downstream wetland.
- 3) The pavement section shall be revised to the following – 12" Select Granular Borrow, 6" Class 5 Aggregate Base, 2" Bituminous Non-Wear, and 1.5" Bituminous Wear.
- 4) Add additional cleanouts on the filtration basin draitile lines to ensure that all lines can be jetted.
- 5) Add the radius dimension of the paved cul-de-sac to Sheet C-1.
- 6) Show and note the filtration basin underdrain pipe on the Filtration Basin Detail on Sheet C-2.
- 7) The Developer shall be responsible for obtaining all necessary permits including but not limited to MPCA NPDES Construction Stormwater, Sauk River Watershed District, and Stearns County Access permit. Copies of all approved permits shall be sent to the City Engineer prior to construction.
- 8) Please address review comments provided on the attached Grading Plan.
- 9) Provide the proposed culvert size each driveway is required to have.
- 10) In the Stormwater Analysis report, provide the required water quality volume (WQV) required per the MPCA vs. the provided WQV provided with in the filtration basin BMPs. Based upon the reported 1.52 acre increase in impervious surfacing, a WQV of 0.127 ac-ft or 5,518 c.f. is required.

- 11) Existing vs. proposed off site discharge comparison is required at each location (Northwest-1W, North – 2W, South 4W and Southeast – 3W) where concentrated run off leaves the site and not as a single summation of off site discharge rate(s).
- 12) Provide calculation(s) to support the use of a time of concentration (Tc) of 25 minutes for all subcatchments.
- 13) Plan sheet C-4/SWPPP Review comments. SWPPP data required:
  - a. Section 5.7 - BMP quantities
  - b. Section 5.9 - Site map to include steep slopes, soils and do not disturb areas
  - c. Section 5.10 - Impaired waters map
  - d. Section 5.12 - Clearly note buffers (do not disturb areas and protect existing vegetation)
  - e. Section 5.15 - Volume reduction feasibility
  - f. Section 5.19 – List of the receiving waters impairment(s)
  - g. Section 5.21 - TBD
  - h. Section 5.23 – Entity responsible for the storm water management facilities operations and maintenance (O&M).
- 14) The location of the building pad, driveway, and septic site shown on the plans is for conceptual purposes only to show everything is conceptually feasible to meet City standards. A site survey and grading plan will be required to be submitted with each individual lot at the time of the building permit and may be modified as long as it continues to meet all City and State standards. The survey and grading plan shall be approved by the City Engineer prior to a building permit being issued. Septic sites will also be required to be approved by Stearns County as part of the building permit requirements. (No plan changes needed – comment for reference only)

The plans shall be revised to address the above comments and re-submitted to myself for approval. If you have any questions, please feel free to contact me at (320) 905-2704 or [justinka@bolton-menk.com](mailto:justinka@bolton-menk.com).

cc: Martin Bode, City Administrator, City of Rockville



**NOTES:**

1. BASE PLAN USED IS A COMPOSITION OF LIDAR MAPPING DATA FROM STEARNS COUNTY AND GROUND SURVEYS AS PREPARED BY KRAMER LEAS DELEO, P.C.
2. ALL EXISTING UTILITY LOCATIONS AND ELEVATIONS SHOWN ARE APPROXIMATE ONLY. CONTRACTOR SHALL CONFIRM ALL LOCATIONS AND ELEVATIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL CONTACT UTILITY COMPANIES VIA GOPHER STATE ONE-CALL ONLINE OR BY CALLING 811 OR 1-800-252-1166.
3. ALL CONSTRUCTION SHALL CONFORM TO THE MOST RESTRICTIVE OF THE PROJECT SPECIFICATIONS, THE STANDARD SPECIFICATIONS OF THE CITY OF ROCKVILLE AND THE LATEST EDITION OF MNDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION.
4. THE FOLLOWING SEQUENCE AND PROTOCOLS SHALL BE FOLLOWED FOR EROSION AND SEDIMENT CONTROL DURING THE SITE DEVELOPMENT PROCESS:
  - A. INSTALL PERIMETER CONTROLS (SILT FENCE & ROCK ENTRANCE) AS SHOWN ON THE PLANS PRIOR TO START OF WORK.
  - B. NO CONCRETE WASHOUTS ARE ALLOWED ON THE PROJECT SITE. SOIL STOCKPILES SHALL HAVE PERIMETER CONTROL AND HAVE TEMPORARY SEED AND MULCH.
  - C. MAINTAIN ALL TEMPORARY EROSION CONTROL DEVICES IN PLACE UNTIL THE CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED. INSPECT TEMPORARY EROSION CONTROL DEVICES ON A WEEKLY BASIS AND AFTER EACH 1/2" OR MORE RAIN EVENT. CLEAN OR MAINTAIN THESE DEVICES AS NEEDED TO BE EFFECTIVE. REPLACE DETERIORATED, DAMAGED OR ROTTED EROSION CONTROL DEVICES IMMEDIATELY.
  - D. REMOVE ALL SOILS AND SEDIMENTS DEPOSITED ONTO PUBLIC AND/OR PRIVATE PAVEMENT AREAS WITHIN 24 HOURS OF DEPOSITION. REMOVAL OF TRACKING MATERIALS SHALL BE COMPLETED AT THE END OF EACH WORK DAY WHEN IT OCCURS. SWEEPING MAY BE ORDERED AT ANY TIME IF CONDITIONS WARRANT.
  - E. PERFORM SITE REMOVALS, GRADING, EXCAVATION AND EMBANKMENT. SEED AND MULCH ALL DISTURBED AREAS OUTSIDE OF PROPOSED PAVEMENT AND BUILDING AREAS WITHIN 72 HOURS OF THIS WORK.
  - F. INSTALL UTILITIES AND BITUMINOUS PAVEMENT SECTION. FINE GRADE SITE AND RESTORE GREEN AREAS WITH PERMANENT VEGETATION OF SOD/SEED PER PLANS. THE STORMWATER FILTRATION BASINS SHALL BE STABILIZED WITH MNDOT #35-241 NATIVE SEED MIX APPLIED AT A RATE OF 36.5 LBS PER ACRE
  - G. REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER SITE HAS UNDERGONE FINAL STABILIZATION AND PERMANENT VEGETATION HAS BEEN ESTABLISHED WITH AT LEAST 70% COVERAGE.

**STARKE ENGINEERING**

www.starkeengineer.com  
320-249-2611  
Sauk Rapids, Minnesota

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Engineer under the laws of the State of Minnesota.  
*W. C. Stark* 11/16/19 26093  
W. C. Stark Date: Registration No.

REVISIONS	CITY REVIEW
11/6/19	

**GRADING AND DRAINAGE PLAN**

HILLTOP WOODS  
ROCKVILLE, MINNESOTA  
for:  
**JOHN & LISA LUTGEN**

SHEET  
**C-3**  
OF 5 SHEETS

**DEVELOPMENT AGREEMENT  
(HILLTOP WOODS)**

**THIS AGREEMENT** is made effective \_\_\_\_\_, 2019, between the **CITY OF ROCKVILLE**, a Minnesota municipal corporation (hereinafter called the "City"); and John H. Lutgen and Lisa L. Lutgen, husband and wife, (hereinafter called the "Developer").

**RECITALS:**

- A. Developer owns the real property located in the City and legally described on **Exhibit A** attached hereto (the "Development Property").
- B. The Development Property will be developed in one phase.
- C. The City has approved a Preliminary Plat of the Development Property, attached hereto as **Exhibit B**, and conditionally approved a Final Plat known as HILLTOP WOODS, attached hereto as **Exhibit C** (the "Plat"), subject to the comments of the City Engineer in the memo dated October 1, 2019 and execution of this Development Agreement.
- D. As a condition of its approval of the Developer's platting of the Property and as a condition to Developer's installation of municipal improvements to service the Development Property, the City requires that Developer enter into this Agreement.
- E. This Agreement shall govern the development of the residential lots within the Development Property.
- F. This Agreement shall be recorded in the Office of the Recorder for Stearns County.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the agreements contained herein, the parties agree as follows:

### ARTICLE 1 INCORPORATION

1.1 RECITALS INCORPORATED. The Recitals above are incorporated as if fully set forth herein.

### ARTICLE 2 MUNICIPAL IMPROVEMENTS

2.1 MUNICIPAL IMPROVEMENTS REQUIRED. As required by the City Code, the City requires that the developer provide for certain municipal improvements for the development of the Development Property, in accord with the Plans and Specifications approved by the City pursuant to Article 2.6, including, but not limited to, necessary municipal storm water improvements pursuant to Article 5, streets and street signage, pursuant to Article 14 (hereafter all such improvements are collectively referred to as the "Municipal Improvements"). The Municipal Improvements for the development will include storm water, bituminous streets, street signs, regulatory and warning signs, and erosion control.

2.2 PRIVATELY INSTALLED MUNICIPAL IMPROVEMENTS. The Municipal Improvements will be privately installed by Developer. Developer will construct and pay all costs of the Municipal Improvements for the development in accord with the Plans and Specifications, including all costs of storm water improvements, bituminous streets, street signs, street lighting, regulatory and warning signs, and erosion control, if any.

2.3 UNDERGROUND UTILITIES REQUIRED. Developer agrees that all utilities within the Development Property will be installed underground, including without limitations electrical, telephone, cable television and natural gas. Where possible, current aboveground utilities shall be relocated underground.

2.4 UNDERGROUND UTILITIES EXEMPTION. Developer may receive an exemption from this requirement if Developer demonstrates to the City Engineer that underground utilities would not be physically possible. Any exemption shall be limited to the minimum area necessary.

2.6 CITY ENGINEER TO APPROVE PLANS AND SPECIFICATIONS. The Municipal Improvements must be constructed in accordance with the plans and specifications as approved by the City Engineer (hereafter referred to as the “Plans and Specifications”).

2.7 COSTS ATTRIBUTED TO MUNICIPAL IMPROVEMENTS. Developer will be responsible for all costs of Municipal Improvements within the Development Property, including holding ponds, and other publicly dedicated property.

2.8 COMPLETION DATE AND INSPECTION. The work the Developer is to perform under this Agreement must be completed by Developer in a good and workmanlike manner within **twenty-four (24) months** of the approval by the City of the Plans and Specifications for the final plat. The Municipal Improvements will be subject to inspection and approval by the City and the City Engineer. If any material or labor supplied is rejected by the City or the City Engineer, as defective or unsuitable, then such rejected material or labor shall be removed and replaced with approved material or labor, to the satisfaction and approval of the City, entirely at the cost and expense of the Developer. The approval of the City and City Engineer shall not be unreasonably withheld. Developer grants to the City, its agents and employees, a license to enter upon the Development Property to make inspections and for such other purposes reasonably related to the performance of this Agreement.

2.9 OWNERSHIP OF MUNICIPAL IMPROVEMENTS. Upon completion of the work and construction required by this Agreement for the development, and upon acceptance by the City, the Municipal Improvements shall become the property of the City. Prior to and as a condition of its acceptance of the Municipal Improvements, the City may require Developer to furnish an affidavit and/or certification, certifying that all work has been completed in accordance with the terms of this Agreement. The Municipal Improvements will only be accepted after the City’s Engineer’s review, inspection, and recommendation to the City Council that the Municipal Improvements have been satisfactorily constructed pursuant to the terms and conditions of this Agreement. The City’s acceptance will not be effective until the acceptance is in writing signed by the City Engineer and delivered to the Developer.

If the installation of municipal improvements requires the permanent dedication of property to the City, Developer shall make such dedication by plat.

2.10 CONSTRUCTION INFORMATION. Within thirty (30) days of the City’s acceptance of the Municipal Improvements, Developer will provide to the City the following:

- A. A complete set of reproducible record plans or “as-builts”.

- B. An electronic file of the record plans or “as-builts” in digital format (Autocad .DWG, .DXF, Microstation, or other format as specified by the City).
- C. A GPS locate of all utilities.

2.11 TIME IS OF THE ESSENCE. Time is of the essence for the completion of the Municipal Improvements.

2.12 DEDICATION OF STORM WATER IMPROVEMENTS. Developer will dedicate to the City, after their completion, all storm water improvements installed by Developer and shown in the Plans and Specifications. Developer will provide to the City any and all necessary easements and/or dedications to ensure that the City has the ability to construct, maintain, repair, replace or modify the drainage systems and ponds located on the Development Property.

2.13 ENGINEERING SERVICES. The Developer will retain an engineer satisfactory to the City to prepare complete construction Plans and Specifications for the Improvements. The Developer shall make his engineer aware of the provisions in this Agreement. The Developer’s engineer shall:

- A. Arrange for soil borings and/or such other subsurface investigations as the City may require.
- B. Prepare construction plans, specifications, and preliminary engineer’s estimate in accordance with the City’s Subdivision Ordinance.
- C. Secure all necessary permits including those required by the Minnesota Pollution Control Agency, Sauk River Watershed District, the Minnesota Department of Transportation, the Minnesota Department of Health, the Department of Natural Resources, Stearns County, or any other regulatory agency that has jurisdiction.
- D. Submit Soils Analysis, Engineer’s Preliminary Estimate, Construction Plans, Construction Specifications/Project Manual, Completed Bid Forms, Contractor’s Bond and Insurance, Permits, and Construction Schedule prior to beginning any construction in the development.
- E. Conduct preconstruction conference, with City Engineer present, prior to beginning any construction in the development.
- F. Complete an Environmental Assessment Phase I, if necessary, and any other related environmental documents, reports, or studies as may reasonably be required by the City.

- G. Provide all necessary construction staking and related survey work.
- H. Provide construction administrative services on behalf of the Developer, including the following: review shop drawings, coordinate construction staking, monitor permit requirements, process applications for payment, prepare change orders, monitor completion dates, coordinate field issues with Contractor and Developer, and participate in final inspection. Prepare operation and maintenance manuals. Submit Shop Drawings and Change Orders in a timely manner during construction.
- I. Prepare record drawings. Submit Item 2.10 to the City Engineer within 30 days of receiving field measurements from the City's on-site representative.
- J. Prepare and submit such other documentation as the City may require.

2.14 The City Engineer Shall:

- A. Provide such City project standards, including special details, insurance requirements and specifications, as the City may require.
- B. Review and approve Plans and Specifications.
- C. Provide a City Representative for construction observation of municipal improvements throughout the construction period.
- D. Provide field information to the Developer for use in preparing record drawings.
- E. Conduct a final inspection and review final construction documentation.
- F. Recommend acceptance of Improvements to the City.

ARTICLE 3  
SECURITY

3.1 BOND/LETTER OF CREDIT. To guarantee compliance with the terms of this Agreement, payment of costs incurred by the City, payment of costs of all Municipal Improvements, and the construction of all Municipal Improvements, Developer shall

furnish to the City an irrevocable letter of credit or such other security as is acceptable to the City. The security shall be in an amount equal to one and one-quarter (1 ¼) times the City Engineer's estimated cost of the Municipal Improvements, based on the approved Plans and Specifications. In the event an approved contractor provides a payment and performance bond in favor of the City, Developer may only be required to provide an unconditional irrevocable letter of credit or other acceptable security in an amount equal to 25% of the cost of the Municipal Improvements.

Based upon the Opinion of Probable Construction Cost prepared by Developer and reviewed by the City's Engineer, initial security is required in an amount of \$\_\_\_\_\_. This amount may be adjusted as revised estimates of construction costs become available.

In addition, Developer shall deposit \$15,000 in cash with the City to secure payment of the City costs as outlined in Section 6.2 below. The City may draw down this deposit at any time if invoices for City costs are not timely paid. The City may require Developer to replenish this cash deposit and may withhold permits or other approvals under this Agreement until such deposit has been made.

3.2 DURATION OF SECURITY. The security shall be posted and in effect prior to the commencement of any work on the Development Property. The security shall remain in effect until: 1) all Municipal Improvements have been completed; 2) iron monuments for lot corners have been installed; 3) all financial obligations to the City have been satisfied; 4) the construction information in Section 2.10 has been received by the City; 5) a warranty security is provided; and 6) the Municipal Improvements are accepted by the City.

3.3 REDUCTION IN SECURITY. After 50% of the Municipal Improvements have been installed/completed and accepted by the City, Developer may make a request to the City Engineer for a reduction in the letter of credit based on the percentage of the project so installed, completed, or accepted. Upon receipt of a request from Developer, the City Engineer shall make a determination as to the completeness of the Municipal Improvements and make a recommendation to the City Council as to the amount of any possible reduction. The City reserves the right in its sole discretion to determine whether to allow a reduction and, if so, by what amount. The City's determination shall be final.

#### ARTICLE 4 WARRANTY

4.1 DEVELOPER WARRANTY. The Developer warrants all Municipal Improvements required to be constructed by it pursuant to this Agreement against poor material and faulty workmanship. To ensure this warranty, Developer shall submit

either: 1) a warranty/maintenance bond for one-hundred percent (100%) of the cost of the Municipal Improvements, or 2) a letter of credit for twenty-five percent (25%) of the cost of the Municipal Improvements. The bond or letter of credit must remain in effect during the warranty periods provided for in this Article 4.

4.2 STREETS. The required warranty period for street construction, including materials and equipment shall be four (4) years from the date of final written acceptance by the City.

4.3 OTHER. Other Municipal Improvements, including, but not limited to, Storm Water Improvements required pursuant to Article 5, shall be warranted by Developer for a period of two (2) years after final written acceptance by the City.

## ARTICLE 5 STORM WATER IMPROVEMENTS/ASSESSMENT

5.1 DEVELOPER TO CONSTRUCT STORM WATER IMPROVEMENTS. As part of the Municipal Improvements Developer will, at Developer's sole cost and expense and in accord with the Plans and Specifications and approved drainage plan for the Development Property, construct all drainage ways, storm sewer systems, filtration basins, and out-fall devices (hereinafter referred to as the "Storm Water Improvements").

5.2 ASSESSMENT. Developer shall pay the actual costs of the construction of the Storm Water Improvements.

5.3 SEDIMENTATION/HOLDING/FILTRATION PONDS.

5.3.1 Dedication of Pond Areas. Developer will dedicate and/or provide all drainage and storm sewer utility easements, including those for holding pond purposes, shown on the Preliminary or final Plat and/or as required by the Plans and Specifications.

5.3.2 Cleaning of Ponds. During construction activity on the Development Property, Developer shall be responsible for cleaning, dredging, and maintenance of the holding ponds, as well as maintaining the area within the dedicated easement surrounding the holding ponds (including the buffer area). Cleaning, dredging, and maintenance shall be performed at such time and to such extent as determined appropriate by the City's Engineer or in a manner consistent with the Developer's Construction Site Storm Water Permit and Storm Water Pollution Prevention Plan for the Development Property.

The scope and nature of the cleaning, dredging, and maintenance will be limited to that which is reasonably necessary for the adequate and efficient operation in conjunction with the Development Property and reasonably related to maintaining the area free from a nuisance condition. Developer may over-excavate holding ponds in order to eliminate or reduce the need for on-going maintenance during construction. However, if the City Engineer determines it to be necessary, and construction on the Development Property has been sufficiently completed, Developer must clean/dredge all holding ponds and storm sewer pipes on the Property. In the event the ponds and storm sewer pipes require cleaning/dredging prior to the completion of all such construction, the City Engineer may request in writing that the Developer undertake the appropriate remedial action.

In the event the Developer does not respond to a request by the City Engineer to perform cleaning, dredging, and/or maintenance within a reasonable time, the City may undertake such cleaning, dredging, and/or maintenance to recover the cost from Developer by: 1) drawing on any of Developer's security placed with the City; 2) legal proceedings; or 3) assess the cost against the Development Property. Developer is responsible for all permits relating to cleaning and dredging of ponds, including permits, if any, required by Stearns County or any of its instrumentalities, or any other governmental agency.

## ARTICLE 6 RESPONSIBILITY FOR CITY COSTS

6.1 INTERPLEADER. In the event the City receives claims from laborers, materialmen, or others that work required by this Agreement has been performed, the sums due them have not been paid, and the laborers, materialmen, or others are seeking payment from the City, the Developer hereby authorizes the City to commence an Interpleader action pursuant to Rule 22 of the Minnesota Rules of Civil Procedure, to draw upon the security posted pursuant to Article 3 above in an amount up to one-hundred and twenty-five percent (125%) of the claim(s) and deposit the funds in compliance with the Rule; and upon such deposit, the Developer shall release, discharge, and dismiss the City from any further proceedings as it pertains to the security, except that the District Court shall retain jurisdiction to determine attorneys' fees pursuant to this Agreement.

6.2 CITY COSTS. The Developer shall pay all costs incurred by it or the City, including, but not limited to, legal, planning, administrative, engineering, and inspection expenses, in connection with the development, approval, and acceptance of the Preliminary Plat and/or any Final Plat of the Development Property, review of

construction plans and documents, the preparation of this Agreement, as well as other required agreements, and all costs and expenses incurred by the City in monitoring and inspecting the construction of the Municipal Improvements.

6.3 COSTS OF ENFORCEMENT. If the City must bring and incur costs in an enforcement action upon the default of the Developer, and the City prevails in the enforcement action, then Developer shall reimburse the City for costs incurred in the enforcement action, including reasonable engineering and reasonable attorneys' fees.

6.4 TIME OF PAYMENT. Developer shall pay in full all bills submitted by the City for obligations incurred under this Agreement within thirty (30) days of submission to Developer. Bills not paid within thirty (30) days shall accrue interest and/or penalty consistent with City policy. Failure to remit payment within thirty (30) days shall constitute a default of this Agreement.

## ARTICLE 7 INSURANCE

7.1 INSURANCE REQUIRED. Developer shall take out and maintain, or cause to be taken out and maintained, until six (6) months after the City has accepted the Municipal Improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's design and work, or the work of its subcontractors, or by one directly or indirectly employed by any of them. The minimum limits shall be not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

7.2 CITY AS ADDITIONAL INSURED. The City and the City Engineer shall be named as additional insureds on the insurance required to be provided pursuant to Section 7.1 above.

7.3 WORKERS COMPENSATION. Developer shall provide Workers' Compensation insurance for all of its employees and, in case any work is subcontracted, Developer will require the subcontractor to provide Workers' Compensation insurance.

7.4 EVIDENCE OF INSURANCE. Evidence of the required insurance shall be submitted to and approved by the City prior to and as a condition of the City's authorization to proceed with any construction activity on the Development Property.

7.5 NO WAIVER BY CITY. Nothing contained herein shall be construed on the part of the City as a waiver of common law and statutory immunities, or limits on liability pursuant to Minnesota Statutes Chapter 466.

7.6. NOTICE. All insurance contracts for the provision of insurance under this Article shall provide for written notice to the City thirty (30) days prior to cancellation, termination, non-renewal, or material change in coverage.

ARTICLE 8  
DEVELOPER'S REPRESENTATIONS

8.1 REPRESENTATIONS OF DEVELOPER. Developer represents and warrants to the City:

- 8.1.1 That Developer owns the Development Property and has authority to enter into this Agreement;
- 8.1.2 That Developer has disclosed to the City all lienholders or other parties in interest who should be joined in this Agreement and that no other person or entity shall have an interest in the Development Property prior and superior to this Agreement.
- 8.1.3 Developer has submitted and received approval of its Preliminary Plat from the County Surveyor, the Director of Public Works for Stearns County, and any other governmental entity or agency required by law or this Agreement to review the Preliminary Plat prior to approval of any final plat for the Development Property;
- 8.1.4 That the final plat complies with all City, County, State and Federal laws and regulations, including, but not limited to, City subdivision ordinances and zoning ordinances and that all future final plats must comply with those regulations applicable at the time of such final plat;
- 8.1.5 That the Developer will meet all requirements for recording and will record, with Stearns County, the final plat of any property upon which Municipal Improvements are to be constructed prior to the initiation of construction of the Municipal Improvements on the Development Property.

ARTICLE 9  
BUILDING/OCCUPANCY PERMITS

9.1 ISSUANCE OF BUILDING PERMITS. The City wants to ensure that measures are taken to protect roads during their construction and to ensure that the lots are accessible by emergency vehicles during construction. Therefore, building permits will not be issued for construction on any property with a final plat except as follows:

- A. The road leading to the affected lot has been substantially completed (one lift of blacktop); or
- B. Developer receives written permission from the City. Developer may make a written request to the City for authorization to obtain building permits for any number of model homes within that final plat where a building permit would otherwise be prohibited by this Section 9.1. Developer must demonstrate that an alternative access to the lot in question is feasible and does not require the use of roads which have not been substantially completed. The City reserves the right to grant or deny such a request in its sole discretion.

9.2 OCCUPANCY PERMITS. No certificate of occupancy permit will be issued for any home within a final plat until all Municipal Improvements are substantially completed (one lift of blacktop for streets) or repaired, and all other improvements or repairs required by this Agreement or other rule, regulation, or ordinance, which directly serve or directly relate to the subject Lot, have been completed. An occupancy permit may be issued for a house if the house has an access alternative which is acceptable to the City in its sole discretion, and if the City determines that the completion of the remaining Municipal Improvements will not be hindered by the issuance of the occupancy permit.

## ARTICLE 10 DAMAGE TO MUNICIPAL IMPROVEMENTS

10.1 DAMAGE DURING CONSTRUCTION. Developer understands and acknowledges that it is responsible for all damage to streets and storm sewers that occurs either: 1) during construction of the improvements; or 2) results from Development Activity on the Development Property after their dedication and acceptance by the City. "Development Activity" includes the installation of the improvements required under this Agreement as well as the construction of residential units within the Development Property.

In the event the City determines, in its sole discretion, that repairs must be made, the Developer or builder will be given ten (10) days written notice. If the Developer or builder fails to make the repairs within the ten (10) day time period, the City may: 1) withhold all approvals related to the Development Property; 2) withhold all approvals related to the affected area of the Development Property; 3) make the necessary repairs, the cost of which Developer agrees to reimburse to the City; or 4) draw upon Developer's security posted with the City to affect the repairs in the manner it deems expedient.

Upon transfer of any lot within the Development Property, Developer shall be released from the obligations contained in this Section 10.1 to the extent the damage was not caused by the acts of Developer, its agents, or subcontractors; and the transferee shall thereafter be primarily responsible for damage to improvements on or appurtenant to the transferred lot. In the event the City is unable to determine whether responsibility lies with Developer or the lot transferee, Developer shall be responsible to the City for repair but retain its ability to recover from the lot transferee.

ARTICLE 11  
STREET MAINTENANCE DURING CONSTRUCTION

11.1 DEVELOPER RESPONSIBLE PRIOR TO ACCEPTANCE BY THE CITY. The Developer shall be responsible for all street maintenance for the development, including snow plowing, until the streets are accepted by the City.

11.2 WARNING SIGNS. Warning signs shall be placed in streets when hazards develop to prevent the public from traveling under or near dangerous or unsafe conditions, and direct attention to detours when appropriate. If and when streets become impassable, such streets must be barricaded and closed by Developer.

11.3 OCCUPANTS ALONG UNFINISHED STREETS. In the event residences are occupied prior to the completion of and acceptance by the City of the streets, Developer shall maintain a smooth surface and provide proper surface drainage to ensure that the streets are passable at all times to traffic and emergency vehicles.

11.4 DIRT AND DEBRIS. Developer shall be responsible for keeping streets within and without each final plat clean of dirt and debris that may spill, track, or wash onto the street from construction activity within the Development Property. Developer shall provide for periodic street cleaning in and immediately adjacent to the Development Property. At a minimum, scraping and sweeping shall take place on a regular basis. Developer shall provide the City, for its approval, a plan for cleaning the streets, identifying how it will be accomplished, and the frequency of the cleaning. The cleaning plan must be approved by the City prior to the commencement of any construction activity. Nevertheless, the City reserves the right to unilaterally determine that cleaning is needed to a degree and at a time other than specified in the approved cleaning plan. Upon receipt of a written notice from the City, Developer will immediately undertake the cleaning as directed.

11.5 SNOW PLOWING. Prior to final acceptance of the Municipal Improvements, Developer may request, in writing, that the City keep the streets open during the winter months by plowing snow from the streets. The City has sole discretion as to whether the City will perform the snow plowing. The City shall not be responsible for repairing

damage to the streets caused by snow plowing. Snow plowing services shall not constitute final acceptance of the streets by the City.

11.6 SPRING WEIGHT RESTRICTIONS. During any period of spring weight restrictions, when the streets within the Development have the first lift of pavement, but prior to final acceptance of the improvements by the City, the Developer shall post signage at each entrance to the Property as notice restricting access to vehicles with an axle weight of five tons or less.

## ARTICLE 12 EROSION CONTROL

12.1 EROSION CONTROL AND THE MINNESOTA POLLUTION CONTROL AGENCY'S (THE "MPCA") NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)/ STATE DISPOSAL SYSTEM (SDS) PROGRAM. Developer acknowledges that if the development of the Development Property is subject to the MPCA's Construction Stormwater General Permit under the National Pollutant Discharge Elimination System (NPDES)/ State Disposal System (SDS) Program, the Developer will obtain the permit, develop the required Storm Water Pollution Prevention Plan ("SWPPP") and submit a copy of the permit (including the SWPPP) to the City prior to the initiation of construction of the Municipal Improvements for the development. Developer's compliance with the permit and accompanying SWPPP is a term and condition of this Agreement and enforceable by the City. In addition, the City may impose additional erosion control requirements if in the opinion of the City Engineer such requirements are necessary to retain soil and prevent siltation of streams, ponds, lakes, or other adjacent properties, or of City utility systems. The Developer shall comply with the erosion control plans and with any such additional instruction it receives from the City. All areas disturbed by the excavation and backfilling operations shall be reseeded forthwith after the completion of the work in that area. Seed shall include rye grass or other fast-growing seed to provide a temporary ground cover as rapidly as possible. All seeded areas shall be mulched and disc-anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion.

Upon transfer of any portion of the Development Property to an individual owner or builder, Developer shall prepare and file notices of termination and adequately transfer continuing construction erosion control and storm water management compliance to subsequent owners. The City may withhold any and all approvals from owners or builders found to be non-compliant with applicable NPDES permit standards.

In the absence of applicable erosion control regulation, the Developer shall, at a minimum comply with the erosion control standards of Stearns County.

ARTICLE 13  
SITE GRADING

13.1. Site grading shall meet all of the requirements set forth in the City's Subdivision Ordinance, and in the MPCA's Construction Stormwater General Permit.

13.2 When the site grading has been completed:

- A. The Developer shall verify by field survey that the site grading has been completed in accordance with the approved grading plan submitted with the preliminary plat documents and/or as required by the Plans and Specifications. The Developer shall submit the verified site plan to the City for approval.
- B. Elevations shall be taken on all drainage breaks, ponding sites, ditches, and swales. Arrows shall show how the lot is to drain.
- C. The approved site grading plan shall become the Development Plan.
- D. The Developer shall make the Development Plan available to subsequent owners of the lots purchased from the Developer, and to their builders. A lot grading plan shall be designed and drawn by the builder for each individual lot. The lot grading plan shall be certified by a Registered Land Surveyor or Professional Engineer. The lot grading plan shall be subject to review and approval by the City and the City Engineer prior to the issuance of a building permit. The lot grading plan shall comply with all City, local, state and regulatory agency requirements. Upon completion of the final lot grading by the lot owner, elevations shall closely match those set forth on the approved lot grading plan.

ARTICLE 14  
PARK DEDICATION

14.1 PARK DEDICATION. Developer agrees to pay to the City, at the time of approval of the final plat, a total cash-in-lieu payment based upon the City's per lot fee of \$1200 per lot for 5 lots resulting in a total park dedication fee of \$6,000.00. Park dedication fees must be paid at the time of execution of the final plat, and Developer may not begin any work on the Development Property until the park dedication fees are paid.

ARTICLE 15

## MAINTENANCE OF DEVELOPMENT SIGN

15.1 DEVELOPMENT SIGN. Developer may create a sign easement on a private lot within the Development Property on which Developer may place a sign identifying the development. Any such easement must provide that the lot owner is responsible to ensure that the area around the sign is maintained to remove weeds and control other vegetation. In addition, the easement will require that the lot owner maintain the sign in a presentable condition (including repainting, repair or other necessary maintenance) at the lot owner's sole cost and expense. These maintenance obligations must run in favor of the other lot owners and the City and must provide that the City may enforce the maintenance obligations.

## ARTICLE 16 DISCLOSURES

16.1 RIGHT TO FARM DISCLOSURE. The Developer shall record, against the Development Property, the Right to Farm Disclosure attached as **Exhibit D** in the office of the County Recorder in and for Stearns County.

16.2 HIGHWAY NOISE DISCLOSURE. The Developer shall record, against the Development Property, a Highway Noise Disclosure to be prepared by the Developer and reviewed by the City.

## ARTICLE 17 MAILBOXES

21.1 INSTALLATION. Locations and types of mailboxes to be installed by Developer must be approved by the City and United States Postal Service prior to installation.

21.2 INDIVIDUAL MAILBOXES AND NEWSPAPER BOXES. Mailboxes and individual newspaper receptacles shall be permitted per City of Rockville mailbox policy.

## ARTICLE 18 WETLAND MITIGATION AND PROTECTION

18.1 PERMITTING. The development of the Development Property must comply with all wetland protection legislation and Developer will be responsible for any permitting necessary. Notwithstanding anything in this Agreement to the contrary, the Developer shall be responsible for all wetland mitigation that is required for construction of any of the Municipal Improvements. Developer will complete and pay for all permitting, credit

purchases, and/or other mitigation costs that may be involved. The City may, however, take action to minimize charges or costs to the City in the event the Developer fails to obtain all permits and complete all mitigation that may be necessary for the construction of the Municipal Improvements.

18.2 DELINEATION. Developer will survey and correctly delineate all wetlands on the Development Property, and obtain from Stearns County, a certification as to the accuracy of the delineation. The County's approval must be provided to the City prior to the commencement of any earthmoving, filling, or construction on the Development Property.

18.3 PROTECTION. Neither Developer nor any future owner of any portion of the Development Property may fill or disturb the wetlands on the Development Property except with the written consent of the City and with appropriate state and federal permits. Developer will execute and cause to be recorded against each final plat of the Development Property the Conservation Restriction attached hereto as **Exhibit E**.

18.4 SURVEY AND POSTING. The limits of the wetlands on the Development Property must be surveyed and monuments placed for future reference. In addition, Developer will post the wetland's boundary with permanent signs in locations approved by the City that clearly inform the readers that wetlands lie beyond the sign that are protected by State and Federal Law and that tampering or removing the signs is prohibited. The type of post and sign, and the locations of the signs must be approved by the City.

## ARTICLE 19 INDEMNIFICATION

19.1 INDEMNIFICATION. Anything to the contrary herein notwithstanding, the City and Council, its officers, agents, employees, and representatives shall not be liable or responsible in any manner to the Developer, contractor or subcontractors, materialmen, laborers, or to any other person or persons whomsoever, for any claims, demands, damages, actions, or causes of action of any kind or character whatsoever arising out of or by reason of the execution of this Agreement; the design, performance, and completion of the Municipal Improvements and any and all work which is the Developer's obligation to perform pursuant to this Development Agreement; the grant by the City and its Council of any approval related to the Development Property, including, but not limited to, approval of any grading plan, drainage plan, preliminary, or final plats for the Development Property; the failure by Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Development Agreement; the failure by the Developer to pay contractors, subcontractors, laborers, or materialmen; the failure by Developer to pay for materials; the failure by Developer to obtain necessary permits and authorization to construct the

work described in this Development Agreement; because building permits were issued prior to the completion and acceptance of the Municipal Improvements; or the City's exercise of any of its rights in the event of a default by Developer. Developer further agrees to indemnify, defend, and hold the City, its officers, engineers, agents and employees harmless from all such claims, demands, damages, actions, or causes of action, and all costs, disbursements, and expenses resulting from such claims, including attorneys' fees.

## ARTICLE 20 MISCELLANEOUS

20.1 STREET NAMING. Street names must be approved by the City.

20.2 PROFESSIONAL CONSULTANT FEES. If the City must bring and incur costs in an enforcement action upon the default of the Developer, and the City prevails in the enforcement action, then Developer shall reimburse the City for costs incurred in the enforcement action, including reasonable fees of the City's professional consultants.

20.3 DEFAULT AND REMEDIES. If Developer fails in any way to perform or observe any covenant, condition, or obligation contained in this Agreement or the any other agreement between Developer and the City relating to the Development Property, Developer agrees that the City may do any, all, or any combination of the following: (i) halt all further approvals regarding platting, improvements or issuance of building permits or occupancy permits relating to the Development Property; (ii) seek injunctive relief; (iii) terminate this Agreement and all of the obligations contained herein without terminating Developer's obligation to reimburse the City for costs it has incurred with regard to this Agreement or the Development Property; (iv) draw on or utilize any funds or other security provided to the City pursuant to this Agreement and complete the Municipal Improvements; (v) suspend any work or improvement on the Development Property by issuing a stop work order; and/or (vi) take any other action at law or in equity which may be available to the City.

20.4 NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. If any agreement contained in this Agreement is breached by the Developer and thereafter waived in writing by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breaches hereunder. All waivers by the City must be in writing to be effective.

20.5 NO REMEDY EXCLUSIVE. No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair

any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to the City, it shall not be necessary to give notice.

20.6 ASSIGNMENT. This Agreement may not be assigned by Developer except upon obtaining the express written consent of the City. Developer's obligations hereunder shall remain in full force and effect even if the Developer sells or otherwise transfers one or more lots, any entire final plat, or any part of a final plat.

20.7 INTEGRATION. This Agreement contains all of the understandings and agreements between the parties. This Agreement may not be amended, changed, or modified without the express, written consent of the parties hereto.

20.8 EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

20.9 GOVERNED BY MINNESOTA LAW. This Agreement shall be interpreted under the laws of the State of Minnesota.

20.10 BINDING ON SUCCESSORS AND ASSIGNS. This Agreement shall run with the Development Property and will be binding on and enforceable by and against the parties, their successors, legal representatives and assigns.

20.11 NO 3RD PARTY RECOURSE. Third parties shall have no recourse against the City under this Agreement.

20.12 LEGAL REPRESENTATION. **Jovanovich, Dege & Athmann, P.A., represents the City with regard to this Agreement. Developer is hereby advised to seek independent legal advice prior to execution of this Agreement.**

20.13 SEVERABILITY. In the event any provision or part of this Agreement is determined to be void or unenforceable, the remainder of the Agreement shall remain in effect.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date set forth above.

CITY OF ROCKVILLE, MINNESOTA

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



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

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public for this County, personally appeared John H. Lutgen and Lisa L. Lutgen, husband and wife, Developer herein, to me personally known, and signed said instrument.

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

**THIS INSTRUMENT DRAFTED BY:**  
Susan M. Dege - 0290385  
Jovanovich, Dege & Athmann, PA  
1010 W. St. Germain, Suite 420  
St. Cloud, MN 56301  
Telephone: (320) 230-0203

## **EXHIBIT A**

### **(Legal Description of Development Property)**

The North Three-Quarters of the Southeast Quarter of the Northeast Quarter (N  $\frac{3}{4}$  of SE  $\frac{1}{4}$  of NE  $\frac{1}{4}$  ) of Section Five (5), Township One Hundred Twenty-three (123), Range Twenty-nine (29), Stearns County, Minnesota.

**EXHIBIT B**  
**(Preliminary Plat)**

**EXHIBIT C**  
**(Final Plat)**

## EXHIBIT D

### (Right to Farm Disclosure)

#### RURAL ACTIVITY & RIGHT TO FARM DISCLOSURE

This Disclosure is made on \_\_\_\_\_, 2019, by the undersigned as owner and developer of the real property legally described in the attached **Exhibit A** (the "Property"). The Property is being developed according to the final plat approved by the City of ROCKVILLE known as HILLTOP WOODS.

The Property is being developed in an area that has traditionally been a rural area and which has recently been farmed. Some of the adjoining properties may continue to be used for agricultural endeavors. These endeavors may include, without limitation, such things as cropping fields, the use of organic fertilizers, maintaining domesticated animals, and the operation of farm machinery and equipment.

**THIS DISCLOSURE IS INTENDED TO ENSURE THAT, AS A BUYER OF ONE OF THE LOTS IN THE PROPERTY, YOU ARE MADE AWARE OF THE FACT THAT YOU WILL BE MOVING INTO A TRADITIONALLY AGRICULTURAL AREA AND MAY BE SUBJECTED TO THE SIGHTS, SOUNDS, AND SMELLS OF AGRICULTURAL ACTIVITIES.**

The following language is adapted from Stearns County's Right to Farm Disclosure:

An agricultural operation (the use of agricultural land for the production of crops, tree farming, livestock, poultry, dairy products or poultry products, but not a facility primarily engaged in the processing of agricultural products) conducted or maintained on agricultural land shall not be or become a nuisance, public or private, if the operation was not a nuisance when it began. This provision shall not apply:

- a. To a condition or injury that results from the negligent or improper operation of an agricultural operation or from operations conducted and maintained in a manner that is contrary to commonly accepted agricultural practices; or
- b. When an agricultural operation causes injury or direct threat of injury to health or safety of any person; or
- c. When an agricultural operation causes the pollution of, or change in

the condition of, waters of the State or the water flow of water on the lands of any person; or

d. When an agricultural operation causes the obstruction of free passage or use, in the customary manner, of any navigable lake, river, bay, stream, canal, or basin or any public park, street, or highway.

\_\_\_\_\_  
John H. Lutgen

\_\_\_\_\_  
Lisa L. Lutgen

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

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public for this County, personally appeared John H. Lutgen and Lisa L. Lutgen, husband and wife, to me personally known, and signed this instrument.

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

**THIS INSTRUMENT DRAFTED BY:**  
Susan M. Dege - 0290385  
Jovanovich, Dege & Athmann, PA  
1010 W. St. Germain, Suite 420  
St. Cloud, MN 56301  
Telephone: (320) 230-0203

## EXHIBIT E

### CONSERVATION RESTRICTION

This Conservation Restriction is made effective \_\_\_\_\_, 2019, by John H. Lutgen and Lisa L. Lutgen, husband and wife (“Developer”) in favor of the City of ROCKVILLE, Minnesota (the “City”).

#### RECITALS

- A. Developer is the owner of property legally described in the attached **Exhibit A**.
- B. Developer has presented a plat to the City for approval.
- C. As a condition of its approval, the City required certain space within Developer’s plat be restricted and not developed to protect wetlands.
- D. The portion of the Property to be designated for protection is shown on the plat of HILLTOP WOODS as “wetlands” (the “Wetlands”).
- E. As a condition of approval of the final plat for Developer’s Property, the City requires that Developer execute and record this Conservation Restriction restricting the uses of the Wetlands.

Now, therefore, in consideration of the above recitals, Developer agrees as follows:

- 1. Developer agrees that the Wetlands may only be used for purposes consistent with their preservation as wetlands as defined by state and federal law.
- 2. Developer agrees that the Wetlands will not be impacted or developed beyond the development shown in and consistent with the final plat approved by the City of ROCKVILLE. Developer agrees for itself and its successors in interest not to seek a permit or exemption from the county, state or federal government to fill any part of the Wetlands not required to be filled in the course of development consistent with the final plat approved by the City of ROCKVILLE.
- 3. Neither Developer nor any future owner of any portion of the Wetlands may remove trees or other vegetation from the Wetlands, except with the written permission of the City and in accord with all state and federal regulations.
- 4. No structure, deck, driveway, patio, fence or other improvements shall be located within the following setback limits:

- a. 10 feet from the limit of a wetland 0-5 acres in size.
  - b. 20 feet from the limit of a wetland greater than 5 acres in size.
5. The restrictions set out herein will apply unless and until the land is released by the City.
  6. This Conservation Restriction shall run with the land and shall burden and bind Developer and Developer's successors and assigns and all future owners of the Property.

\_\_\_\_\_  
John H. Lutgen

\_\_\_\_\_  
Lisa L. Lutgen

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

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public for this County, personally appeared John H. Lutgen and Lisa L. Lutgen, husband and wife, Developer herein, to me personally known, and signed this instrument.

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

**THIS INSTRUMENT DRAFTED BY:**  
Susan M. Dege - 0290385  
Jovanovich, Dege & Athmann, PA  
1010 W. St. Germain, Suite 420  
St. Cloud, MN 56301  
Telephone: (320) 230-0203

**EXHIBIT A  
TO CONSERVATION RESTRICTION**

**(LEGAL DESCRIPTION)**

Lots 1 through 5, HILLTOP WOODS, according to the plat thereof on file and of record in the Office of the Stearns County Recorder.

AGREEMENT FOR THE MANAGEMENT AND  
MAINTENANCE OF STORMWATER FACILITIES

THIS AGREEMENT made this day of January \_\_\_\_\_, 2020, by and between the Sauk River Watershed District, hereinafter referred to as "DISTRICT", and John Lutgen and Lisa Lutgen, husband and wife "applicant", hereinafter referred to as "DEVELOPER", and the City of Rockville, a municipal corporation, hereinafter referred to as "CITY";

WITNESSETH:

WHEREAS, DISTRICT has an interest in and an obligation for the development, management, and maintenance of stormwater facilities within the Sauk River Watershed District, which interest and obligation is evidenced in DISTRICT's rules and in this agreement which is being entered into pursuant to those rules; and

WHEREAS, DEVELOPER wishes to construct certain buildings on land within the Sauk River Watershed District; and

WHEREAS, DEVELOPER will transfer ownership of the storm sewer and storm water treatment facilities to the CITY; and

WHEREAS, as an inducement for DISTRICT to grant to DEVELOPER a permit under its rules, CITY wishes to enter into this agreement for the management and maintenance of stormwater management infrastructure.

NOW, THEREFORE, the parties hereto agree as follows:

1. That attached hereto, and incorporated herein by reference, is "Exhibit A," a map upon which there is located certain improvements and also "stormwater management infrastructure" which is the subject of this agreement.
2. CITY specifically agrees to maintain the stormwater management infrastructure in accordance with the schedules and procedures set forth in "Exhibit B" attached hereto and incorporated herein by reference.

3. CITY and DEVELOPER specifically grants DISTRICT access to, from and across the property encompassed in "Exhibit A" in order to evaluate and inspect the pond and, in addition to the detention pond, any other stormwater facilities, which evaluation and inspection will, from time to time, be necessary in order to ascertain that the practices concerning management and maintenance are being followed pursuant to DISTRICT's stormwater management ordinances; DISTRICT shall maintain, as a public record, the results of all site inspections, and shall recommend any corrective actions required to bring the storm water management facilities into proper operating condition.

4. Upon notification to CITY that maintenance deficiencies exist on property, any corrective actions shall be undertaken by CITY within a time frame as mutually agreed to by DISTRICT and CITY, which time frame will be reasonable; should CITY not satisfactorily complete any directives of DISTRICT, as identified in any inspection report or directive within the time frame provided by DISTRICT, then the parties agree that DISTRICT shall complete any corrective actions and the cost of those actions, including any administrative charges, shall be paid in full by CITY.

5. These covenants, agreements, and obligations provided for in this agreement shall travel with the land and be binding upon CITY, its successors and assigns in perpetuity.

DEVELOPER:

\_\_\_\_\_  
John Lutgen

\_\_\_\_\_  
Lisa Lutgen

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF STEARNS    )

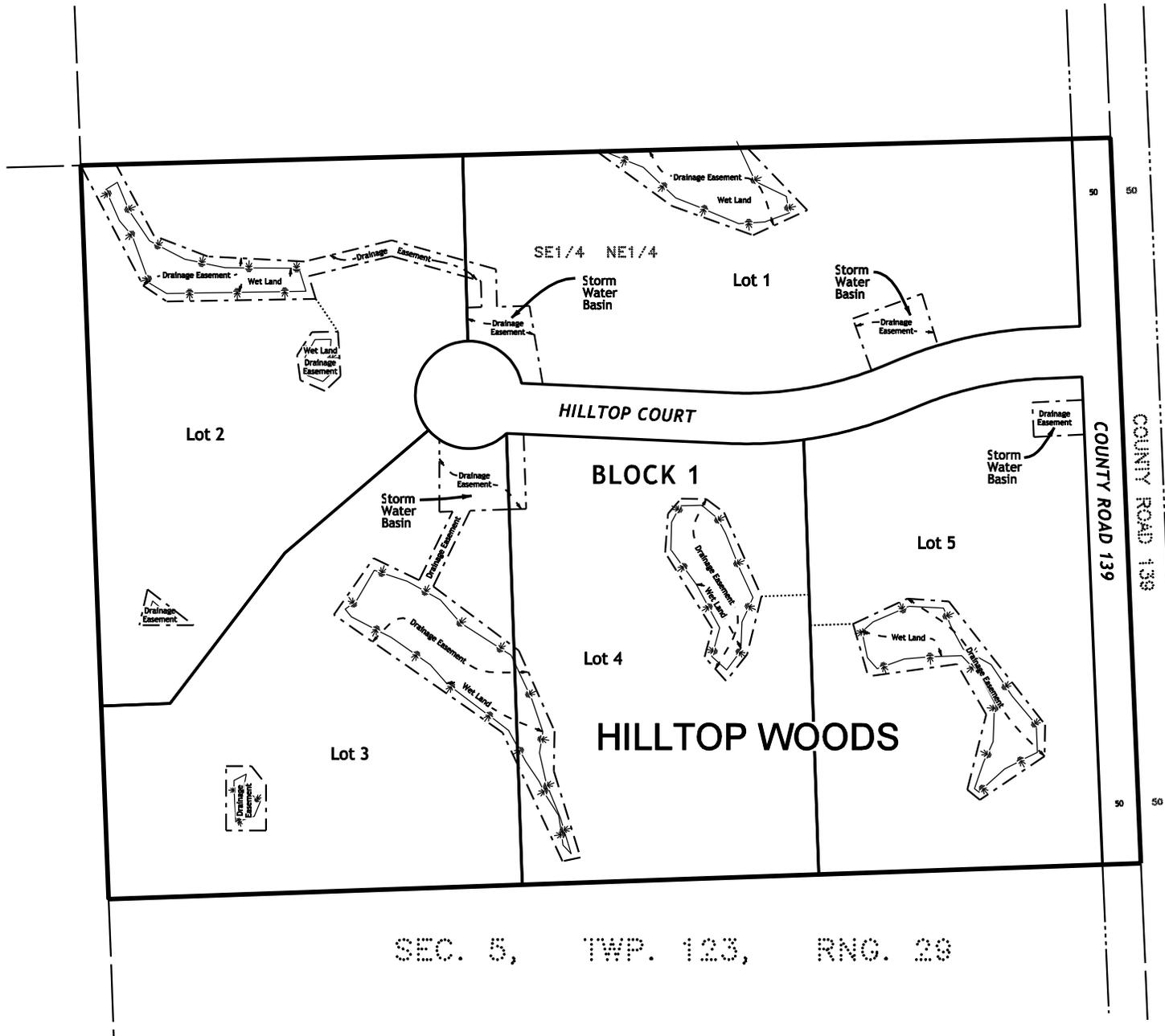
The foregoing instrument was acknowledged before me this \_\_\_\_day of January, 2020, by John Lutgen and Lisa Lutgen, husband and wife.

NOTARIAL STAMP OR SEAL  
(OR OTHER TITLE OR RANK)

\_\_\_\_\_  
SIGNATURE OF PERSON TAKING  
ACKNOWLEDGMENT







**Legal Description (Pre-Plat)**  
 The North Three-Quarters of the Southeast Quarter of the Northeast Quarter (N3/4 SE1/4 NE1/4) of Section 5, Township 123 North, Range 29 West, Stearns County, Minnesota.



**EXHIBIT A**  
**HILLTOP WOODS**  
 City of Rockville, County of Stearns, State of Minnesota  
 Located in Section 5, Township 123 North, Range 29 West  
 (KLD Proj. No. LUTGJ1901)

## Exhibit B

### Storm Water Filtration Basin BMP Maintenance Agreement Hilltop Woods Development

#### A. Construction Phase activity

1. DEVELOPER, CITY, and DISTRICT have entered into an agreement for Management of the Storm Water Facilities within the Hilltop Woods Development located within the corporate limits of the City of Rockville.
2. Hilltop Woods Development is designed to be a single-phase development and is currently in the process of construction of the development.
3. This maintenance agreement and plan shall cover all existing and future systems, if any, constructed within the Hilltop Woods Development.
4. DEVELOPER started site preparation work in October of 2019.
5. A Storm Water Pollution Prevention Plan and Erosion and Sediment Control Plan has been submitted to the CITY AND THE DISTRICT along with a copy of this agreement and exhibits for permitting purposes to DISTRICT by DEVELOPER.

#### B. Storm Water Management Facilities Maintenance and Operation Plan

1. CITY shall be responsible for the long-term operation and maintenance of all current and future facilities and BMPs. Proper long-term maintenance includes minor, routine and major maintenance activities.
2. Minor Maintenance of sedimentation in basins include:
  - a. Trash and debris removal within basin and surrounding drainage areas as needed.
  - b. Periodic mowing of pond buffer including embankment.
  - c. Street Sweeping conducted semi-annually in spring and fall.
3. Major Maintenance of sedimentation basin include:
  - a. Reconstruction of any failed BMP, such as damaged or non-functioning pipes, or non-functioning or damaged outlet structures.
4. The site shall have three storm water treatment basins and those basins will be inspected annually for the following:
  - a. Is the basin drawdown happening within 48 hours of an event?
  - b. Is the vegetation in adequate condition?
  - c. Have any trees taken root in the basin?
  - d. Is there erosion at the outlets, sidewalls or along upstream swales?
  - e. Is there sediment build-up in upstream drainage structure sumps?

- f. Any erosion observed within the basin or along upstream swales or ditches will be repaired in compliance with the SWPPP plans on record at city hall which are part of the construction documents which are retained as permanent documents at city hall per the city's retention schedule.
  - g. If the basin is not drawing down within 48 hours, due to sediment build up it will be cleared. If the cause is due to degradation of the bottom of the basin, it will be excavated and restored to the specifications listed on the grading plan for that basin within the construction documents which are retained as permanent documents at city hall per the city's retention schedule.
5. CITY will annually inspect all aspects of the BMP and record those inspection results and maintain the report in compliance with the city's record retention schedule.

**ORDINANCE NO. 2020-105**  
**ORDINANCE AMENDING CERTAIN SECTIONS OF THE CITY OF ROCKVILLE ZONING CODE**

**THE CITY COUNCIL OF THE CITY OF ROCKVILLE STEARNS COUNTY, MINNESOTA DOES  
HEREBY ORDAIN:**

**SECTION 8:**

**Amend Rockville’s Zoning Ordinance SECTION 8: RULES AND DEFINITIONS**

**Subdivision 2: DEFINITIONS**

**“INTERSTATE 94 CORRIDOR” means Interstate 94 East and West of Highway 23 abutting  
Rockville city limits.**

**SECTION 9:**

**Amend Rockville’s Zoning Ordinance SECTION 9: General Requirements Subdivision 2 D by:**

**Subdivision 2: ACCESSORY BUILDINGS**

**D. Location on Property.** Accessory structures must be located on the property as  
provided in this paragraph:

1. In all Residential Districts (i.e. R-1, R-2, R-3 and **RR**) detached accessory buildings  
may only be located in the rear yard and side yard of the lot, except as required by  
Section 9, subd. 2(D)(2) or allowed by Section 9, subd. 2(D)(3)

**SECTION 12:**

**Amend Rockville’s Zoning Ordinance SECTION 12 Signs by:**

**Subdivision 16: SIGN STANDARDS FOR GENERAL BUSINESS DISTRICT (B-2)**

- A. Permitted signage. Except as included below, all sign types are prohibited. The following  
sign types are permitted:
  1. One Freestanding sign per lot, **except Interstate 94 corridor two (2)  
freestanding per lot no closer than 500 feet, and**
- B. Maximum sign area.
  3. Maximum sign area of Freestanding signs.
    - a. If ~~faci~~**ng-abutting** Trunk Highway 23 – Three hundred (300) square feet.
    - b. If ~~faci~~**ng-abutting** other arterial or collector street – One hundred-twenty-  
five (125) square feet.
    - c. If ~~faci~~**ng-abutting** local street – One hundred (100) square feet.
    - d. **Interstate 94 corridor 800 feet**
- C. Maximum height of freestanding signs.
  1. If ~~faci~~**ng-abutting** Trunk Highway 23 – ~~Twenty-two (22)~~ **Thirty (30)** feet.
  2. If ~~faci~~**ng-abutting** other arterial or collector street – Twenty (20) feet.
  3. If ~~faci~~**ng-abutting** local street – Eighteen (18) feet.
  4. **Interstate 94 corridor 85 feet.**

**Subdivision 17: SIGN STANDARDS FOR INDUSTRIAL DISTRICTS (I-1/I-2)**

- A. Permitted signage. Except as included below, all sign types are prohibited. The following  
sign types are permitted:
  1. One Freestanding sign per lot, and **except Interstate 94 corridor two (2)  
freestanding per lot no closer than 500 feet.**
- B. Maximum sign area.
  3. Maximum sign area of Freestanding signs.
    - a. If ~~faci~~**ng-abutting** Trunk Highway 23 – Three hundred (300) square feet.
    - b. If ~~faci~~**ng-abutting** other arterial or collector street – ~~One hundred (100)  
square feet.~~ **One hundred-twenty-five (125) square feet.**
    - c. If ~~faci~~**ng-abutting** local street – ~~Seventy-five (75) square feet.~~ **One**

- hundred (100) square feet.
- d. Interstate 94 corridor 800 feet

- C. Maximum height of freestanding signs.
  - 1. If ~~acing~~ **abutting** Trunk Highway 23 – ~~Twenty (20) feet.~~ **Thirty (30) feet.**
  - 2. If ~~acing~~ **abutting** other arterial or collector street – ~~Eighteen (18) feet.~~ **Twenty (20) feet.**
  - 3. If ~~acing~~ **abutting** local street – ~~Sixteen (16) feet~~ **Eighteen (18) feet.**
  - 4. **Interstate 94 corridor 85 feet.**

**SECTION 16A:  
Amend Rockville’s Zoning Ordinance SECTION 16A Rural Residential District Subdivision 3 by:  
Subdivision 3 - PERMITTED ACCESSORY USES**

The following accessory uses and structures are permitted subject to the performance and general development standards contained in of this Ordinance.

- a. Accessory buildings (~~For Residential and Agricultural uses~~)
  - 1) ~~ACCELERATED ACCESSORY STRUCTURE – Private garages~~ **Are permitted in all residential districts and rural residential (RR) based on the following accelerated structure and providing the exterior materials on the roof and side walls are visually similar to, comparable in quality/durability, and harmonious with the roof and side walls materials on the principal structure.**
    - 10,200 SF to 13,000 SF = 600 SF Building with 8’ Side Walls**
    - 13,000 SF to 18,000 SF = 900 SF “ “ 10’ “**
    - 18,000 SF to 25,000 SF = 1,100 SF “ “ 10’ “**
    - 25,000 SF to 35,000 SF = 1,200 SF “ “ 12’ “**
    - 35,000 SF to 45,000 SF = 1,500 SF “ “ 12’ “**
    - with 15’ setback from main structure**
    - 45,000 SF to 65,000 SF = 1,800 SF “ “ 14’ “**
    - with 20’ setback from main structure**
    - 65,000 SF to 70,000 SF = 2,000 SF “ “ 14’ “**
    - (because of higher side walls)**
    - 70,000 SF to 85,000 SF = 2,400 SF “ “ 14’ “**

**EFFECTIVE DATE:** This ordinance shall become effective upon its passage and publication in the official newspaper.

Dated this 8<sup>th</sup> day of January, 2020.

**ATTEST:**

\_\_\_\_\_  
**MARTIN M. BODE**  
**ADMINISTRATOR/CLERK**

\_\_\_\_\_  
**DUANE WILLENBRING**  
**MAYOR**

Published: Cold Spring Record  
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January 14, 2020

### Building Permits: November 2019

Parcel #	REASON	ADDRESS	DATE	PERMIT #	Valuation	Permit \$	Review	SSC	Fees
76.42240.0058	Roofing	242 Broadway St W	11/1/2019	2019-00099	\$ 1,500.00	\$ 25.00	\$ -	\$ 1.00	\$ 26.00
76.41648.0100	Mechanical	21113 Grand Lake Ct	11/1/2019	2019-00117	\$ 12,500.00	\$ 40.00	\$ -	\$ 1.00	\$ 41.00
76.41648.0100	Plumbing	21113 Grand Lake Ct	11/01/219	2019-00118	\$ 12,000.00	\$ 40.00	\$ -	\$ 1.00	\$ 41.00
76.41835.0015	Sign - Permanent	1690 Broadway St W	11/13/2019	2019-00119	\$ 35,000.00	\$ 192.50	\$ 125.13	\$ 17.50	\$ 335.13
76.41607.0900	Mechanical (gas fireplace)	25743 Co Rd 139	11/14/2019	2019-00120	\$ 1,000.00	\$ 75.00	\$ -	\$ 1.00	\$ 76.00
76.42144.0002	Plumbing	8615 Co Rd 6	11/15/2019	2019-00121	\$ 4,000.00	\$ 40.00	\$ -	\$ 1.00	\$ 41.00
76.41951.0000	Solar	25217 Lake Rd	11/15/2019	2019-00122	\$ 24,960.00	\$ 101.50	\$ 65.97	\$ 12.48	\$ 179.95
76.41705.0011	Plumbing	21273 Agate Beach Rd	11/15/2019	2019-00123	\$ 3,000.00	\$ 40.00	\$ -	\$ 1.00	\$ 41.00

**Building Permits: December 2019**

Parcel #	REASON	ADDRESS	DATE	PERMIT #	Valuation	Permit \$	Review	SSC	Fees
76.41619.0200	Remodel	9157 Athman Rd	12/12/2019	2019-00124	\$ 25,000.00	\$ 101.50	\$ 65.97	\$ 12.40	\$ 179.97
76.42220.0030	Plumbing	660 Ptarmigan Dr	12/13/2019	2019-00125	\$ 3,000.00	\$ 40.00	\$ -	\$ 1.00	\$ 41.00