



REDWOOD COUNTY ENVIRONMENTAL OFFICE

*Planning & Zoning • Parks & Trails • GIS
Aquatic Invasive Species • Septic Inspector
Drainage Inspector • Agricultural Inspector*

PO BOX 130
REDWOOD FALLS
MINNESOTA 56283
PH: 507-637-4023

NOTICE OF PUBLIC HEARING

An *Application for Extraction Conditional Use Permit* has been filed by Mathiowetz Construction o/b/o landowner Roger Kettner (Kettner Family LLP), pursuant to Sec. 16, Subd. 5 and Sec. 25 of Redwood County Zoning Ordinance for the extraction of sand material from/on approximately 9.5 acres of the following described real property, situated in the County of Redwood, State of Minnesota, to wit:

The Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of Section 15, Township 112 North, Range 34 West, Sherman Township.

A public hearing thereon will be held before the Redwood County Planning Commission at the Planning Commission meeting scheduled at 1:00 o'clock p.m. on Monday, the 26th day of September, 2016, at the Board Room of the Redwood County Government Center located at 403 South Mill Street, Redwood Falls, MN 56283.

If you have any comments or questions regarding this matter, please contact the Redwood County Environmental Office by telephone at (507) 637-4023 or in writing at *Redwood County Environmental Office, P.O. Box 130, Redwood Falls, MN 56283.*

DATED: September 12th, 2016

Nicholas W. Brozek
Land Use and Zoning Supervisor
Redwood County Environmental Office



Redwood County

Application for Extraction Conditional Use Permit /

Temporary Grading and Filling Permit

www.co.redwood.mn.us

Permit #: 13-16 Date: 8-10-16

Location of the Extraction:

Address: [] City: Morton State: MN Zip: 56270

Parcel #: 65-015-3020 Township: Sherman Section: 15 Twp #: 112 Range: 34

Legal Description:

SW 1/4 of SW 1/4 of Sect 15 of Sherman Township in Redwood County Minnesota

Information about the Extraction:

Zoning District: Ag

Soil Type 1: Sand

Soil Type 2: pits/gravel

Type Of Extraction: Sand If other, please explain:

General description of the extraction:

Mining of Sand and gravel, screening and stockpiling of material

Total acres in the parcel: 40 Number of acres to be extracted 9.5

Type of Road: Gravel Right-of-Way Footage: 1000'

Setbacks: (Please enter in feet)

Setback from the Center of the Road: 125'

Side Yard Setback 50' Direction: North

Side Yard Setback: N/A Direction: South

Rear Yard Setback: 50' Direction: East

Starting Date: 10/5/2016 Estimated Date of Completion: 10/5/2019

Life Expectancy of Operation: 3 years (maximum 10 years)

Drainage Plan:

All water to remain on site and drain to existing pond

Landscape and screening plans:

Seeded topsoil berm parallel to the highway

Water plan (estimated water use):

Minimal water use for dust control only

Statement addressing noise, vibration, glare, heat, smoke, particle matter, odors, exterior lighting, toxic or noxious matter, dust, etc:

Hours of operation 7am-7pm for equipment and screening operations using water from pond for dust control

Reclamation plan:

Some fill material to be imported for reclamation process. See Attached diagram. Slope all areas to a maximum of 3:1 and reseed with pasture mix.

Estimated Cost of Reclamation: \$50,000.00

General Contractor:

Name: Mathiowetz Construction Co City: Sleepy Eye State: MN

Applicant Information:

First Name: Last Name: Business: Mathiowetz Construction Co Address: 30676 County Road 24 City: Sleepy Eye State: MN Zip: 56085 Home Phone: 5077946953 Cell Phone:

Land Owner Information:

First Name: Roger Last Name: Kettner

affirm that the forgoing information is true and accurate. I understand that if any portion of this information is false or materially misleading, any conditional use permit issued in reliance upon this information is voidable at the election of Redwood County.

Land Owner Signature: Roger Kettner Date: 8/8/16

Please attach the following information:

1. A detailed site map. This must include: soil types, topography (10 foot contour intervals), location of watercourses, outline of maximum area to be excavated, setbacks from property lines, vertical profile of area to be excavated including overburden, proposed and existing locations of any structures, stockpiles or operation areas, location and names of roads, railroads, known tile lines, proposed fences, utility rights-of-way, planned entrances and exits for operation area, road routes for heavy equipment, any signs being posted, and public areas next to the extraction.

2. An estimated bid of the reclamation along with a detailed map 1" = 100' or larger.

Office Use Only * The section below is to be filled out by the Environmental Office Staff

Extraction Fee: \$700.00 Receipt #: 951963 Date Approved:

Commission Action: County Board Action: Approved: Date: Approved: Date: Disapproved: Date:

Kettner Pit Existing



The State of Minnesota and the Minnesota Department of Natural Resources makes no representations or warranties expressed or implied, with respect to the use of maps or geographic data provided herewith regardless of its format or the means of its transmission. There is no guarantee or representation to the user as to the accuracy, currency, suitability, or reliability of this data for any purpose. The user accepts the data "as is."

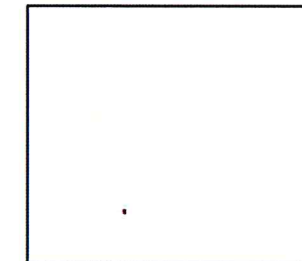
The State of Minnesota assumes no responsibility for loss or damage incurred as a result of any user reliance on this data. All maps and other material provided herein are protected by copyright.

Extreme care was used during the compilation of this product. However, due to changes in ownership and the need to rely on outside information, errors or omissions may exist. If you should discover an oversight, we encourage you to let us know by calling the DNR at 1-888-646-6367 or by e-mail at info.dnr@state.mn.us.

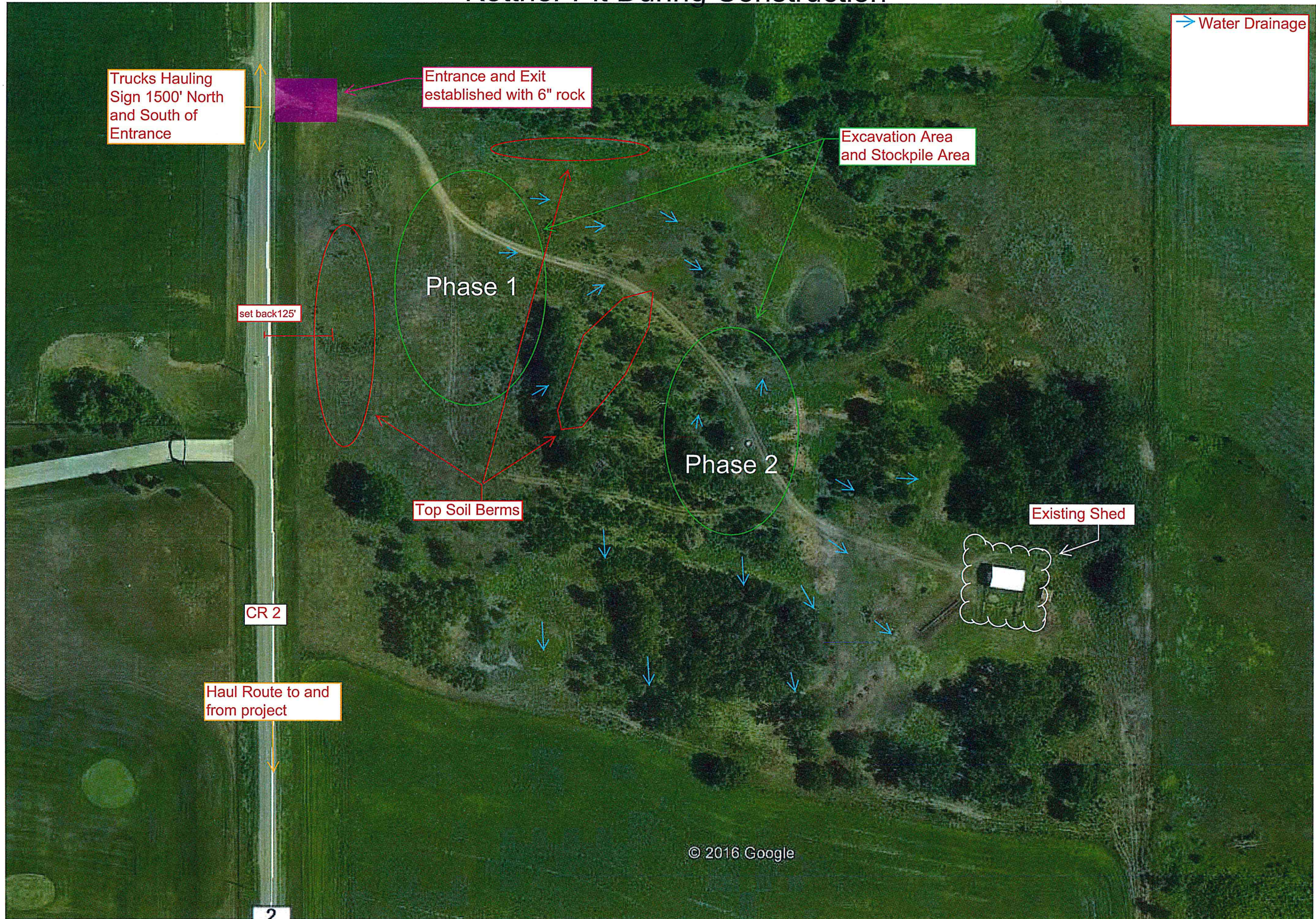
Note: Elevation images and contours were generated from LiDAR derived elevation surfaces acquired 2007-2012.



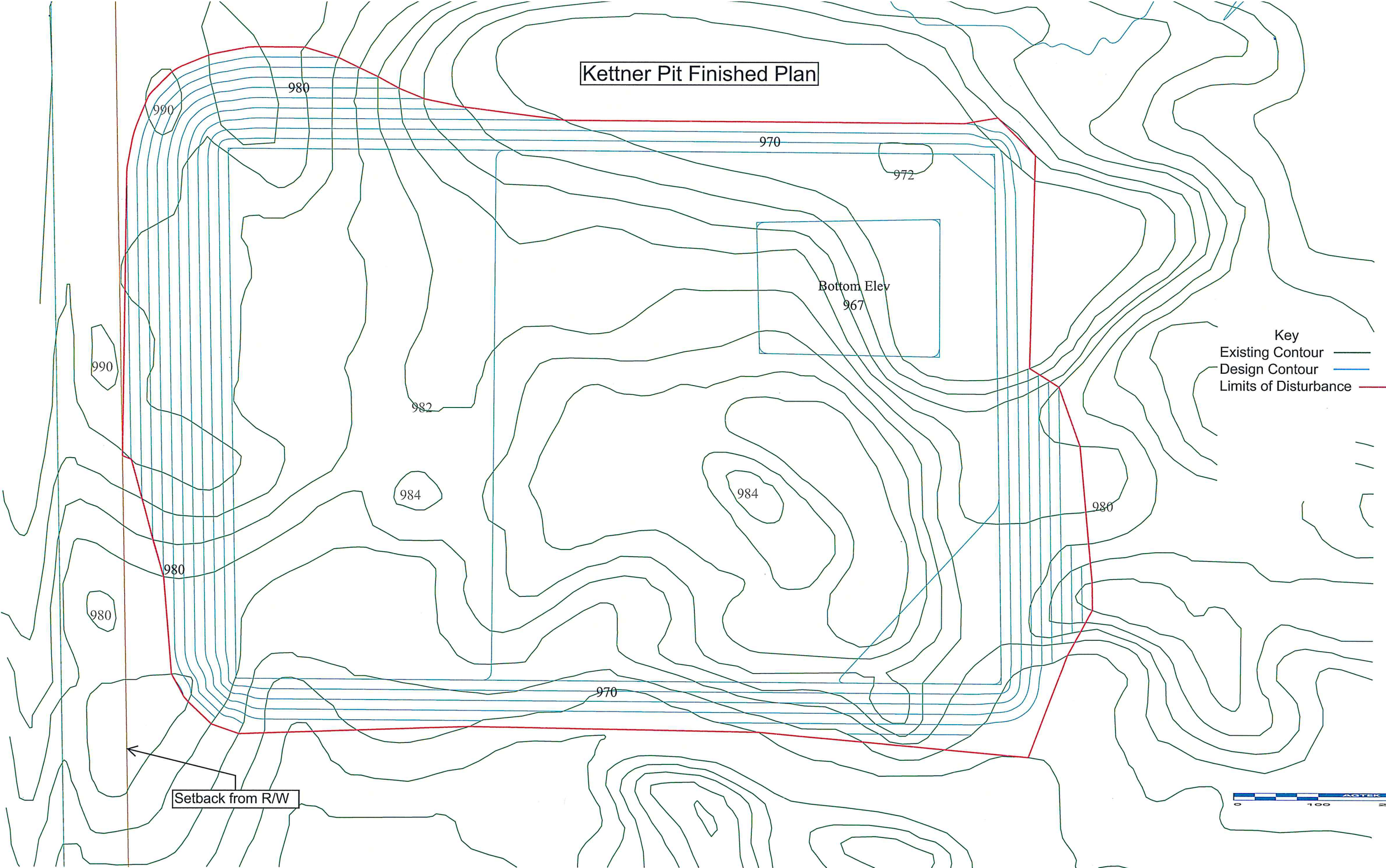
Scale: 1:2,774



Kettner Pit During Construction



Kettner Pit Finished Plan

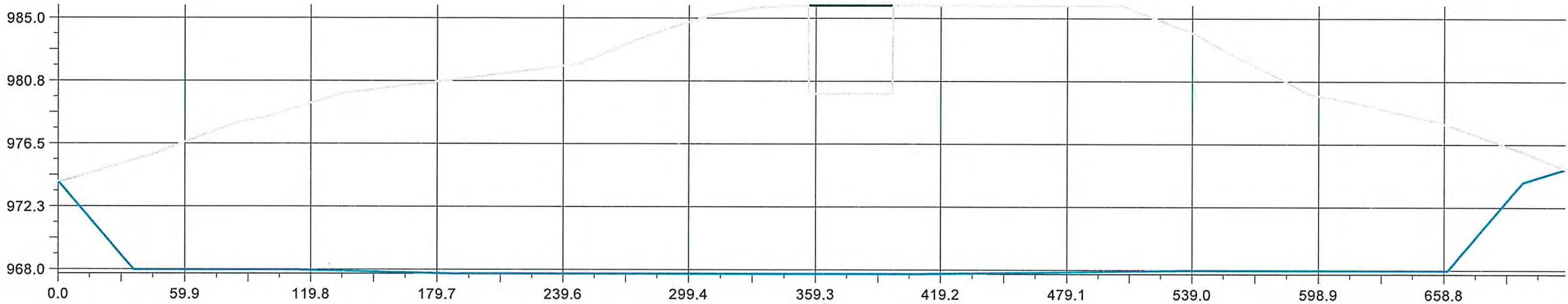


- Key
- Existing Contour ———
 - Design Contour ———
 - Limits of Disturbance ———

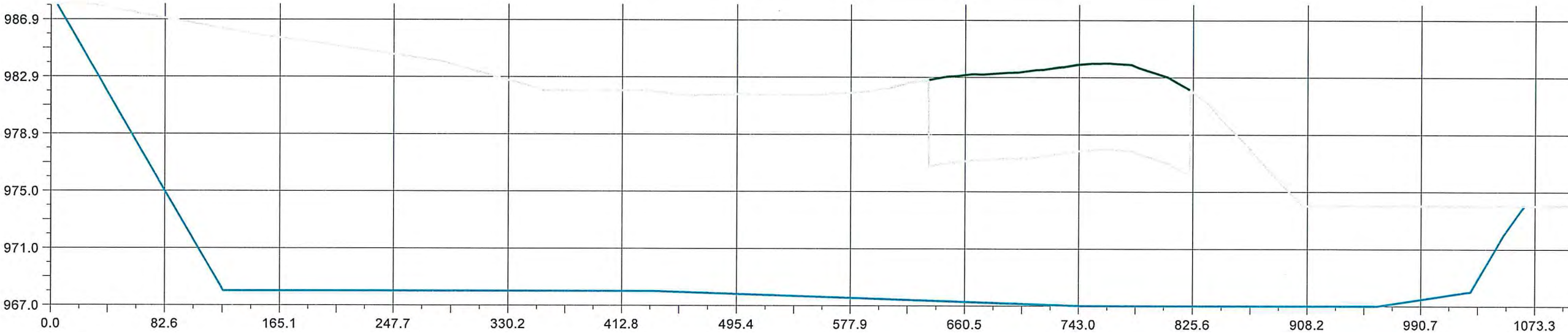


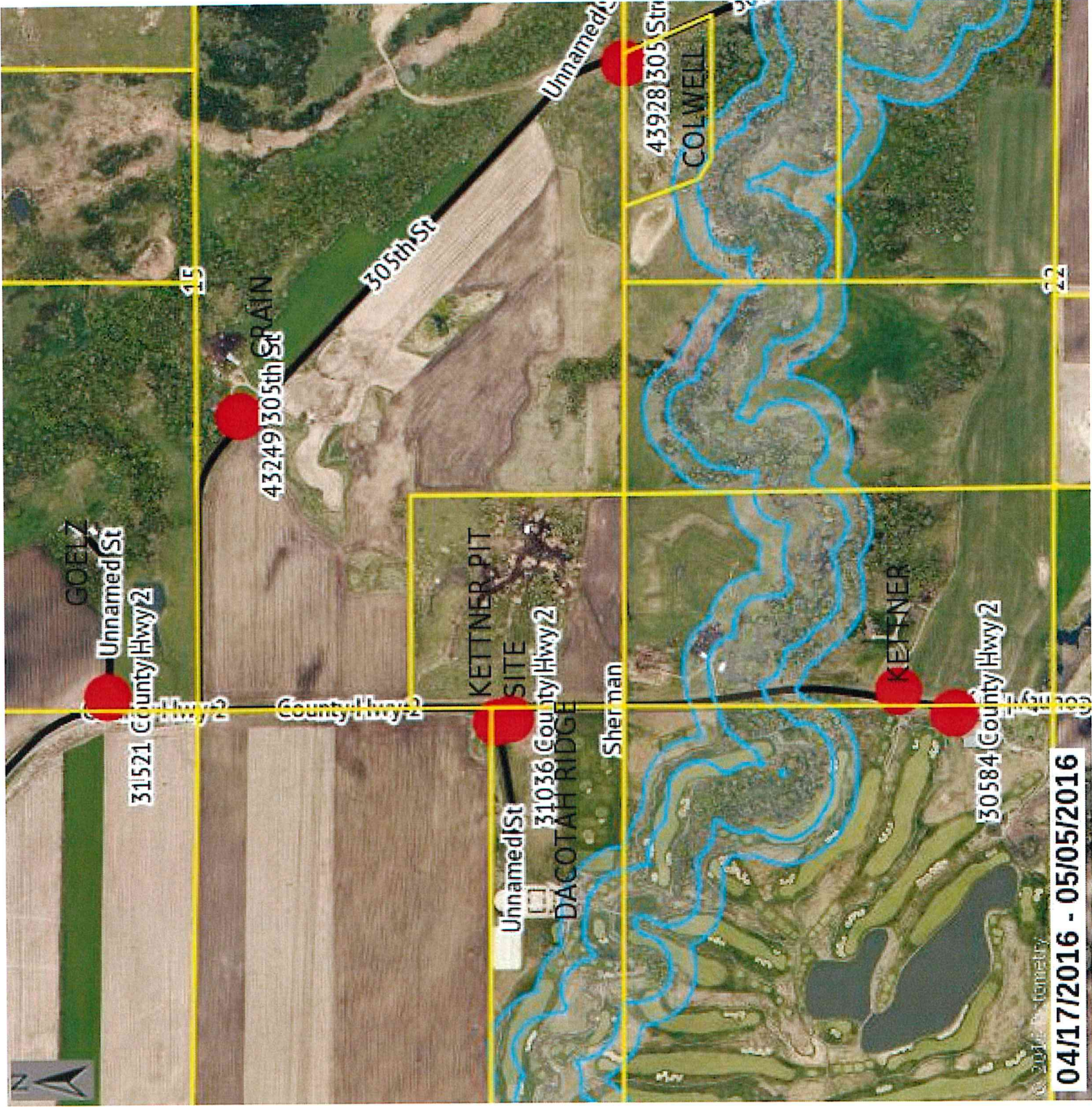
Kettner Pit Profiles

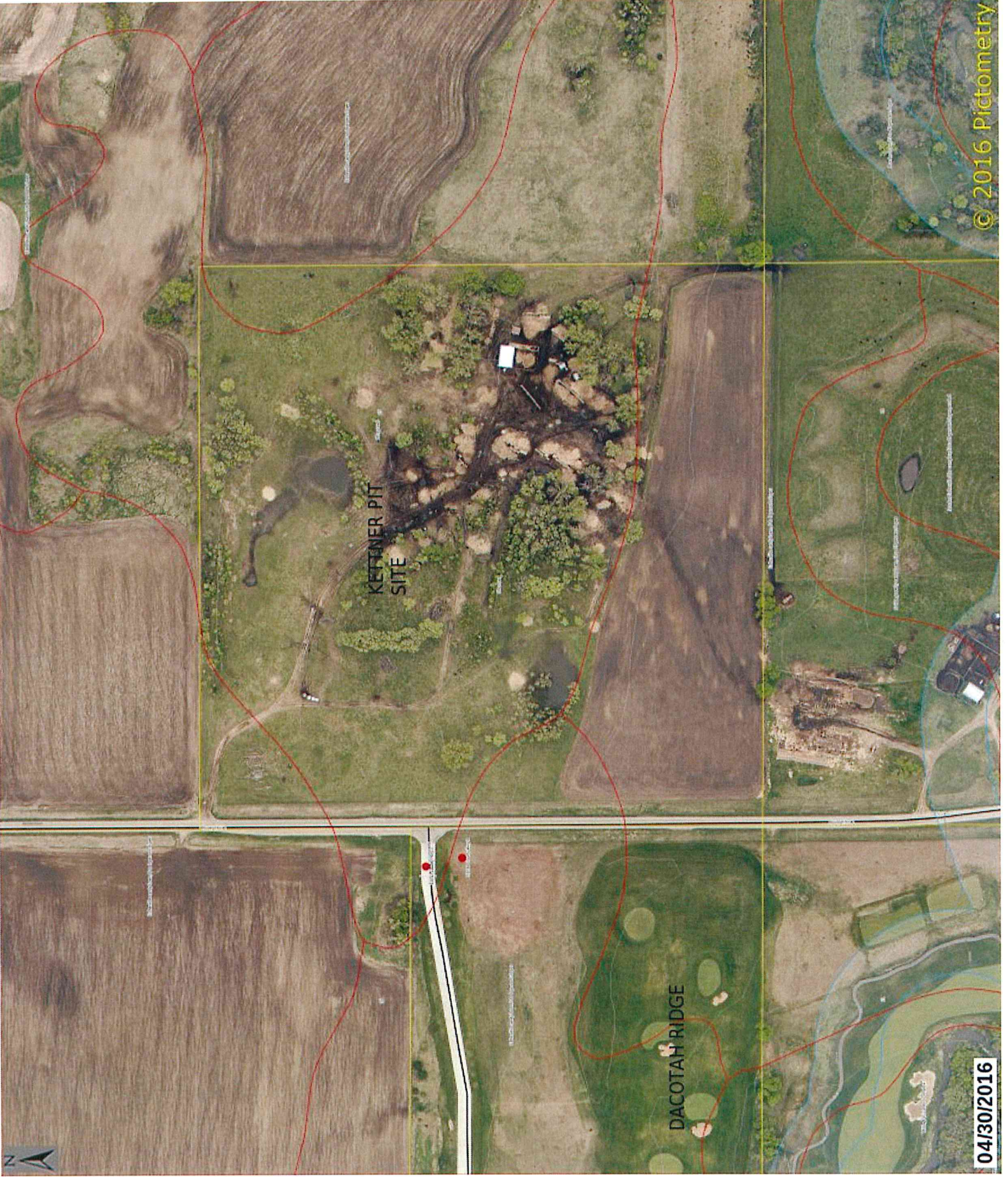
North-South Profile



East-West Profile







KETTNER PIT
SITE

DACOTAH RIDGE

04/30/2016

© 2016 Pictometry



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/7/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cobb Strecker Dunphy & Zimmermann 150 South Fifth Street Suite 2800 Minneapolis MN 55402	CONTACT NAME: Sara Lenz	
	PHONE (A/C, No, Ext): 612-349-2400	FAX (A/C, No): 612-349-2490
E-MAIL ADDRESS: slenz@csdz.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Zurich American Insurance Company		16535
INSURER B: Starr Indemnity & Liability Company		38318
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

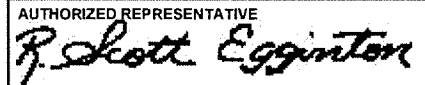
INSURED MATHCONI
 The Mathiowetz Construction Company Inc
 30676 County Rd 24 NE
 Sleepy Eye MN 56085

CERTIFICATE NUMBER: 901602304 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contract Liab <input checked="" type="checkbox"/> XC&U GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GLO370324401	4/1/2016	4/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAP370324501	4/1/2016	4/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0		1000022597	4/1/2016	4/1/2017	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <div style="float: right;"> Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> A </div>		WC370324301	4/1/2016	4/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Stop Gap		WC370324301	4/1/2016	4/1/2017	Applies to Limit: ND, OH, WA, WY \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Conditional Use Permit; Morgan Ponds Project

CERTIFICATE HOLDER Redwood Co. Planning & Zoning 403 Mill St. S. Redwood Falls MN 56283	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Reclamation Bond

Bond No. 190036031

**KNOW ALL MEN BY THESE PRESENTS: That The Mathiowetz Construction Co.,
30676 County Road 24, Sleepy Eye, MN 56085**

**as Principal, hereinafter called Principal, and Liberty Mutual Insurance Company, 175 Berkeley Street, Boston,
MA 02116**

**as Surety, Hereinafter called Surety, are being held and firmly bound unto
Redwood County, 403 South Mill Street, P.O. Box 130, Redwood Falls, MN 56283**

**as Obligee, hereinafter called Obligee, in the amount of Twenty Thousand and No/100----DOLLARS
(\$20,000.00)**

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns,
jointly and severally, firmly by these presents.

**WHEREAS, the Principal has received a conditional use permit for aggregate mining from the Obligee to conduct
mining operations on the following premises, to wit:**

**Kettner Borrow Pit; SW ¼ of SW ¼ of Section 15, Township 112N, Range 34W, Redwood County,
Minnesota**

**NOW THEREFORE, The condition of this Obligation is such that if the Principal shall satisfactorily perform the work
required under and with the terms of the Temporary Access Agreement, then this obligation shall be null and void,
otherwise to remain in full force and effect.**

PROVIDED, however, The Surety may cancel this bond at any time by filing with the Obligee thirty (30) days
written notice of its desire to be relieved of liability. The Surety shall not be discharged from any liability already
accrued under this bond, or which shall accrue hereunder before the expiration of the thirty day period.

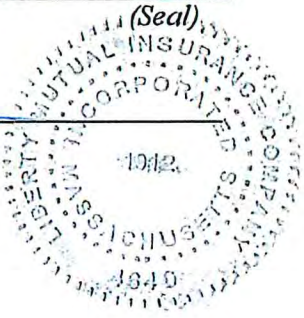
Signed, sealed and dated this 7th day of September, 2016.

The Mathiowetz Construction Co.
(Principal) Seal
Chris Mathiowetz *Pres* *(Title)*

Chris A. Mathiowetz
(Witness)

Liberty Mutual Insurance Company
(Seal)
Lin Ulven
Lin Ulven, Attorney-in-Fact

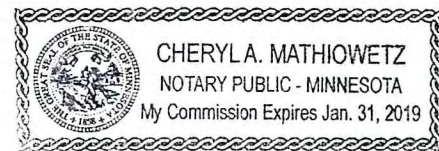
Lin M. Ulven
(Witness)



CORPORATE ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Brown)

On this 8 day of Sept 2016, before me appeared Brian J Mathiowetz
to me personally known, who, being by me duly sworn, did say that he/she is the President
of The Mathiowetz Construction Co., a corporation, that the seal affixed to the
foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in
behalf of said corporation by authority of its Board of Directors, and that said President
acknowledged said instrument to be the free act and deed of said corporation.

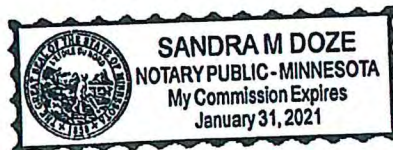


Cheryl A. Mathiowetz
Notary Public Brown County, MN
My commission expires 1-31-19

SURETY ACKNOWLEDGMENT

State of Minnesota)
) ss
County of Hennepin)

On this 7th day of September 2016, before me appeared Lin Ulven,
to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of _____
Liberty Mutual Insurance Company, a corporation, that the seal
affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was
executed in behalf of said corporation by authority of its Board of Directors; and that said _____
Lin Ulven acknowledged said instrument to be the free act and deed of said corporation.



Sandra M Doze
Notary Public Hennepin County, MN
My commission expires 1/31/2021

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

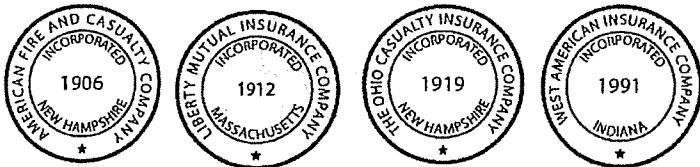
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

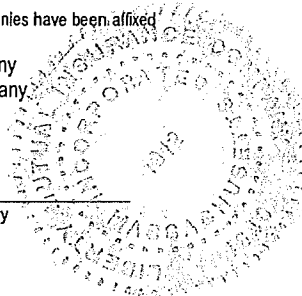
KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Melinda C. Blodgett, R. C. Bowman, Jack Cedarleaf II, D. R. Dougherty, Sandra M. Doze, R. Scott Eginton, R. W. Frank, Linda K. French, Ted Jorgensen, Emily Keiser, Joshua R. Lofis, Kurt C. Lundblad, Brian J. Oestreich, Donald R. Olson, Jerome T. Ouimet, Craig Remick, Nicole Stillings, John E. Tauer, Rachel Thomas, Lin Ulven of the city of Minneapolis, state of Minnesota its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: The Mathlowetz Construction Co.
Obligee Name: Redwood County
Surety Bond Number: 190036031 Bond Amount: \$20,000.00

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of November, 2015.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company
By: David M. Carey
David M. Carey, Assistant Secretary



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 10th day of November, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of September, 2016



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Conditions Permit No. 13-16 (Mathiowetz Construction – Roger Kettner site)

1. The permit holder shall comply with all applicable laws, rules, and regulations, including but not limited to Redwood County Zoning Ordinance, as hereafter amended from time to time. The permit holder shall abide by all MSHA requirements. The permit holder shall comply with all federal, state and local laws.
2. The permit holder shall allow the Redwood County Environmental Office to inspect the site for all purposes permitted by law whenever deemed necessary by the Redwood County Environmental Office.
3. The permit holder shall have proper warning signs posted along County Highway 2 during times that material is being hauled into or out of the site. The warning signs shall conform to the requirements and guidelines as provided in the Minnesota Manual on Uniform Traffic Control Devices.
4. All waste and refuse generated by or from the conditional use must be disposed of in the manner provided by the applicable local, state, and federal statutes, rules, and regulations. A copy of all disposal records and receipts must be kept on file for no less than five (5) years and provided to the Redwood County Environmental Office upon request.
5. The permit holder shall contact all relevant local, state, and federal authorities/entities and inquire as to whether a permit and/or license is required. If a permit and/or license is required, the permit holder shall apply for and obtain any and all required permits and/or licenses. A copy of all such permits and/or licenses shall be provided to the Redwood County Environmental Office upon request.
6. The permit holder shall not allow the conditional use to be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted. The permit holder shall not allow the conditional use to impede the normal and orderly development and improvement of surrounding vacant property for uses predominant to the area. Adequate measures shall be taken to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of the foregoing will constitute a nuisance now or in the future.
7. Hours of operation shall be 7 am to 7 pm.
8. The permit holder shall not exceed the boundary limits described and set forth in the *Application for Extraction Conditional Use Permit*. The permit holder shall keep any pit, excavation, or impounded waters within the limits for which the particular permit is granted. The completion date of this *Extraction Conditional Use Permit* will be October 5, 2019.
9. If any other equipment (i.e. hotmix plant, bag house, etc.) other than excavation and aggregate processing equipment used at the site shall require a new conditional use permit. The excavation site shall not be used for a demolition site unless the permit holder obtains the proper permits from the State of Minnesota and Redwood County.
10. Adequate access roads, drainage, and other necessary facilities shall be provided at all times and shall continue to be provided by the permit holder now and in the future.

11. The permit holder shall at all times properly guard and keep any pit or excavation in such condition so as not be dangerous from caving or sliding banks. The permit holder shall properly drain, fill, or level any pit or excavation after created so as to make the same safe and healthful which shall be determined by the Board of Commissioners. The permit holder shall grade the site after the excavation and extraction has been completed so as to render it usable. The site shall be reclaimed according to the reclamation plan included in the *Extraction Conditional Use Permit*, reserved topsoil spread on the site and thereafter seeded with approved seed where required to avoid erosion and an unsightly mar on the landscape. The site shall be clean and free of all debris, including stockpiles, when the *Extraction Conditional Use Permit* reaches its completion date.
12. The permit holder shall post a bond, cash deposit, irrevocable letter of credit, or other security in the amount of \$20,000.00. Further, the bond, cash deposit, irrevocable letter of credit, or other security shall remain in full force and effect for a minimum of one year beyond the completion date of *Extraction Conditional Use Permit*.
13. The permit holder shall maintain bodily injury, property damage, and public liability insurance in the amount of at least \$1,000,000 per occurrence during the life of the extraction operation and shall provide proof of the same to the Redwood County Environmental Office.
14. The Redwood County Planning Commission shall review the conditional use permit and shall be authorized to take any and all necessary action(s), including but not limited to revoking the conditional use permit and/or requiring the permit holder to reapply for a conditional use permit, if: 1) The Redwood County Environmental Office acquires information previously unavailable that indicates the terms and conditions of the permit do not accurately represent the actual circumstances of the permitted facility or the conditional use; 2) It is discovered subsequent to the issuance of the permit the permit holder failed to disclose all facts relevant to the issuance of the permit or submitted false or misleading information to the Redwood County Environmental Office, the Redwood County Planning Commission, or the Redwood County Board of Commissioners; 3) The Redwood County Environmental Office determines the permitted facility or conditional use endangers human health or the environment; and/or (4) The permit holder violates any of the herein described conditions, the Redwood County Ordinances, State statutes, or Federal laws.



REDWOOD COUNTY ENVIRONMENTAL OFFICE

*Planning & Zoning • Parks & Trails • GIS
Aquatic Invasive Species • Septic Inspector
Drainage Inspector • Agricultural Inspector*

PO BOX 130
REDWOOD FALLS
MINNESOTA 56283
PH: 507-637-4023

REDWOOD COUNTY PLANNING COMMISSION
Mathiowetz Construction – Roger Kettner site
Extraction Conditional Use Permit Application #13-16
September 26th, 2016

FINDINGS OF FACT

ORDINANCE CRITERIA – The Planning Commission may recommend the granting of a Conditional Use Permit in any district provided the proposed use is listed as a conditional use for the district and upon a showing that the standards and criteria stated in this Ordinance will be satisfied and that the use is in harmony with the general purposes and intent of this Ordinance and the Comprehensive Plan.

In determining whether the proposed use is in harmony with the general purposes and intent of the Ordinance and the Comprehensive Plan, the Planning Commission shall consider and make findings on the following questions:

- 1) Will the conditional use be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, or substantially diminish and impair property values within the immediate vicinity?

Yes _____ No _____

Supporting Facts:

- 2) Will the establishment of the conditional use impede on the normal and orderly development and improvement of surrounding vacant property for uses predominant to the area?

Yes _____ No _____

Supporting Facts:

3) Are there, or will there be provided, adequate utilities, access roads, drainage, and other necessary facilities?

Yes _____ No _____

Supporting Facts:

4) Have adequate measures been taken, or will adequate measures be taken, to provide sufficient off-street parking and loading space to serve the proposed use of the property?

Yes _____ No _____

Supporting Facts:

5) Have adequate measures been taken, or will adequate measures be taken, to prevent or control offensive odor, fumes, dust, noise and vibration, so that none of these will constitute a nuisance, and to control lighted signs and other lights in such a manner that no disturbance to neighboring properties will result?

Yes _____ No _____

Supporting Facts:

6) Will the proposed use have an impact (adverse) on the health, safety, and general welfare of the residents in the surrounding neighborhood?

Yes _____ No _____

Supporting Facts:

NAME: _____

DATE: _____