

# **PLANNING COMMISSION**

**JULY 9, 2018**

**6:30 O'CLOCK P.M.**

## **AGENDA**

1. Call to Order at 6:30
2. Minutes of the Previous Meetings – June 11, 2018
3. Public Hearing – Kasel Addition Final Plat
4. Public Hearing – Home Federal Savings Bank – Amendment to Final Plan
5. Public Hearing - Tyler Larsen Variance
6. Public Hearing – Casey's Retail Company – Rezone
7. Public Hearing – Casey's Retail Company – Conditional use Permit
8. Other Business
9. ADJOURN

MINUTES OF PLANNING COMMISSION MEETING  
June 11, 2018

Pursuant to due call and notice thereof, a regular Planning Commission meeting was held at City Hall on the 11th day of June, 2018 at 6:30 PM

**THE FOLLOWING MEMBERS WERE PRESENT:** Commissioner Ferris, Commission Torkelson, Commissioner Tinsley and Commissioner Zelinske, Commissioner Burton and Commissioner Fitch and Commissioner Borgstrom.

**THE FOLLOWING WERE ABSENT:** None

**THE FOLLOWING WERE ALSO PRESENT:** Administrator Theresa Coleman, City Clerk Rappe, Doug Buck, Ron Carlson, Mike Koebele, Tyler Larson, and Kirk Swenson

**CALL TO ORDER:** Commissioner Ferris called the meeting to order at 6:30 PM.

**MINUTES OF PREVIOUS PLANNING COMMISSION MEETING: Motion to Approve the May 14, 2018 minutes made by Commissioner Burton, second by Commissioner Zelinske with all voting Aye.**

**PUBLIC HEARING – WILKER CONDITIONAL USE PERMIT** – Removed from the agenda per letter from Mr. Wilker's Attorney to withdraw the Conditional Use Permit Application.

Chairman Ferris asked if Mr. Wilker is in compliance with the 2010 Conditional Use Permit. Commissioner Burton stated that someone from the city should go through the list of conditions. Administrator Coleman provided the information on the conditional use permit compliance in the packet for the last meeting. Discussion on the 2010 conditional use permit will be added to the next meeting agenda.

**PUBLIC HEARING – RON CARLSON RE-ZONE** – Administrator Coleman noted that one of the two lots left in front of Shopko remained as R-2 when the block was rezoned for Shopko. Public Hearing opened –

Ron Carlson – 61698 257<sup>th</sup> Ave, Mantorville, MN – Mr. Carlson is the potential owner and would like to rezone the lot to commercial. He is proposing an office building.

Public Hearing Closed

Discussion:

Commissioner Zelinske asked about the access from 4<sup>th</sup> St. SW. Mr. Carlson stated that MnDOT is in favor of giving him access, however, there are restrictions as to how far back from Mantorville Ave it will have to be. Mr. Carlson is willing to work with MnDOT for access.

**Motion to Approve the Rezone from Residential to C-2 made by Commissioner Torkelson, second Commissioner Zelinske with all Voting Aye.**

**TYLER LARSEN VARIANCE DISCUSSION** - Mike Koebele, builder and Tyler Larsen, owner of the lot, stated that they are asking for an 8 foot variance to fit this particular house on this lot. Koebele and Larsen are stating that to fit a house on this lot without a variance, the

house would not look appealing and fit in with the neighborhood. Commissioner Burton stated that in his opinion the uniqueness is met. Commissioner Borgstrom agreed with Burton and believes we should look at the deck at the same time. Mr. Larsen will come and fill out a variance application.

**OTHER BUSINESS**

None

ADJOURN 7:03PM

**ATTEST:**

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Linda Rappe  
City Clerk

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Theresa Coleman  
Zoning Administrator/City Administrator

# MASSEY LAND SURVEYING & ENGINEERING

P.O. BOX 100  
KASSON, MN 55944

PHONE: (507) 634-4505  
E-MAIL: rmassey@kmtel.com

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## KASEL ADDITION

That part of the Northeast Quarter of Section 33 and that part of the Northwest Quarter of Section 34, all in Township 107 North, Range 16 West, Dodge County, Minnesota, described as follows:

Commencing at the southwest corner of the Northwest Quarter of said Section 34; thence North 00 degrees 53 minutes 41 seconds West (NOTE: All bearings are in relation with the Dodge County Coordinate System NAD 83', Adjusted 1996) along the west line of said Northwest quarter, 452.54 feet to the POINT OF BEGINNING; thence continue North 00 degrees 53 minutes 41 seconds West along said west line, 145.68 feet; thence South 89 degrees 06 minutes 19 seconds West, 97.30 feet to the southeast corner Lot 5, Block 5, BLAINE'S FOURTH SUBDIVISION as platted; thence North 00 degrees 42 minutes 54 seconds West, along the easterly line of said BLAINE'S FOURTH SUBDIVISION, 241.54 feet to the southwest corner of Lot 1, Block 3, BLAINE'S NINTH SUBDIVISION as platted; thence North 89 degrees 32 minutes 53 seconds East, along the south line of said BLAINE'S NINTH SUBDIVISION, 295.49 feet to the southeast corner of Lot 4, Block 3, said BLAINE'S NINTH SUBDIVISION and the west line of BLAINE'S TENTH SUBDIVISION, as platted; thence South 05 degrees 34 minutes 06 seconds East, along said west line, 18.35 feet to the southwest corner of Lot 1, Block 6, said BLAINE'S TENTH SUBDIVISION; thence North 70 degrees 05 minutes 05 seconds East, along the south line of said subdivision, 733.08 feet to the southeast corner of Lot 8, Block 6 of said BLAINE'S 10TH SUBDIVISION; thence North 38 degrees 33 minutes 37 seconds East, along the south line of said subdivision, 336.87 feet to the southwest corner of Lot 2, Block 7, said BLAINE'S TENTH SUBDIVISION; thence South 00 degrees 53 minutes 41 seconds East, 230.04 feet; thence South 23 degrees 19 minutes 48 seconds West, 97.05 feet; thence South 00 degrees 53 minutes 51 seconds East, 125.75 feet; thence South 34 degrees 58 minutes 01 seconds East, 71.07 feet; thence South 00 degrees 53 minutes 41 seconds East, 175.22 feet to the northerly right-of-way line of the Canadian Pacific Railway; thence South 79 degrees 30 minutes 23 seconds West along the of said right-of-way line, 1123.29 feet to the POINT OF BEGINNING.

Said parcel contains 11.10 acres more or less.



# MONUMENTS

- Set (5/8" pipe unless noted otherwise)
- Found Monuments (5/8" pipe (unless noted otherwise))

All monuments set have a plastic cap stamped L.S. 41814 and will be set by April 30, 2019.

(R.A.=RECORDED AS)

## BEARINGS

All Bearings are in relationship with the Dodge County Coordinate System NAD 1983, Adjusted 1996.

## UTILITY EASEMENT DEFINED

An unobstructed easement for the construction and maintenance of all necessary overhead, underground or surface public utilities, including rights to conduct drainage and trimming on said easement.

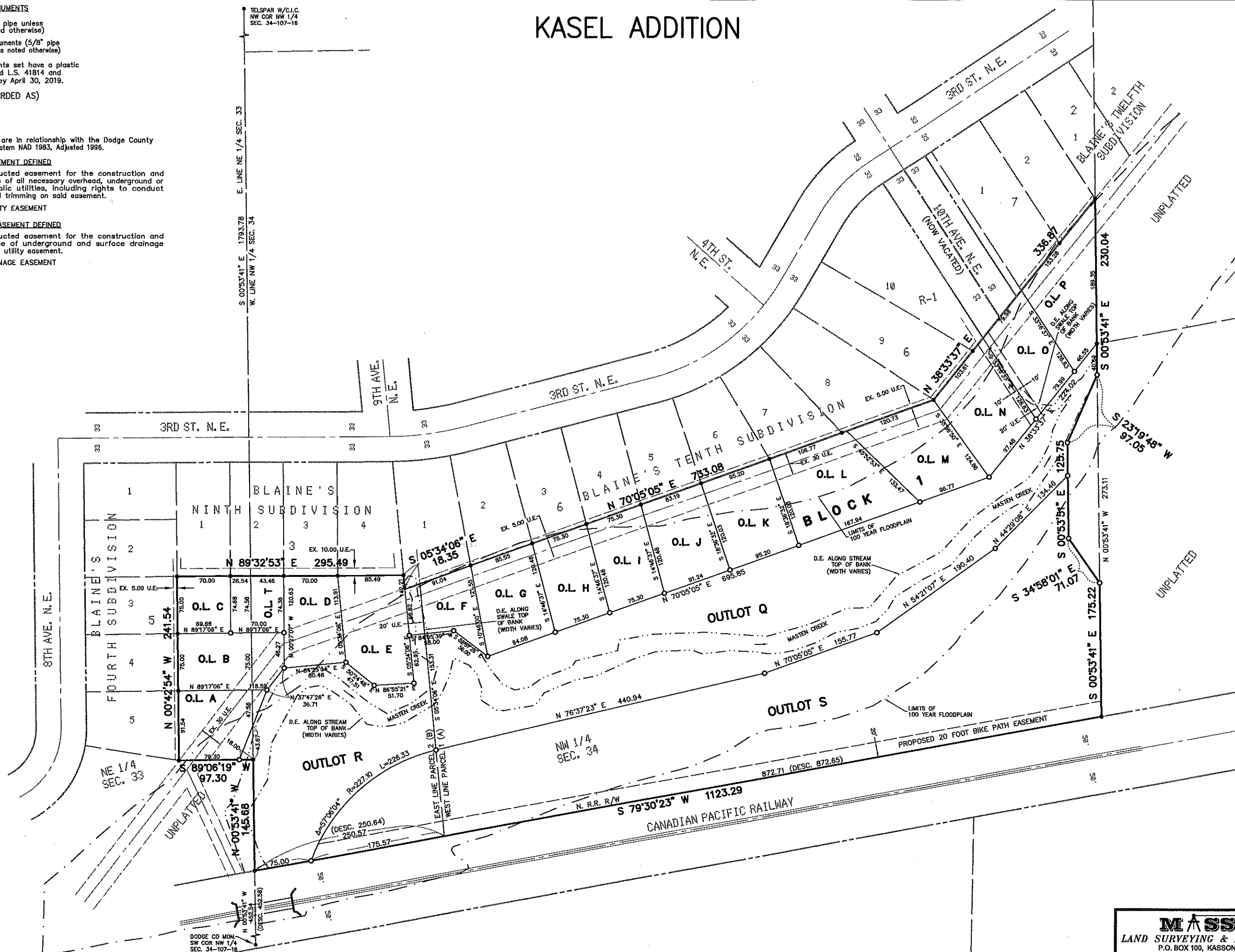
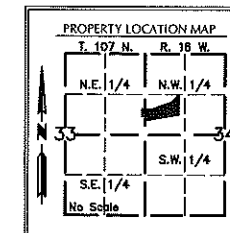
U.E. = UTILITY EASEMENT

## DRAINAGE EASEMENT DEFINED

An unobstructed easement for the construction and maintenance of underground and surface drainage facilities and utility easement.

D.E. = DRAINAGE EASEMENT

# KASEL ADDITION



KASEL ADDITION

INSTRUMENT OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That Jonathan Dale Kasel, owner of the following described property in the County of Dodge, State of Minnesota, to wit:

That part of the Northeast Quarter of Section 33 and that part of the Northwest Quarter of Section 34, all in Township 107 North, Range 16 West, Dodge County, Minnesota, described as follows:

Commencing at the southwest corner of the Northwest Quarter of said Section 34; thence North 00 degrees 53 minutes 41 seconds West (NOTE: All bearings are in relation with the Dodge County Coordinate System NAD 83, Adjusted 1996) along the west line of said Northwest quarter, 452.54 feet to the POINT OF BEGINNING; thence continue North 00 degrees 53 minutes 41 seconds West along said west line, 145.68 feet; thence South 89 degrees 06 minutes 19 seconds West, 97.30 feet to the southeast corner Lot 5, Block 5, BLAINE'S FOURTH SUBDIVISION as platted; thence North 00 degrees 42 minutes 54 seconds West, along the easterly line of said BLAINE'S FOURTH SUBDIVISION, 241.54 feet to the southwest corner of Lot 1, Block 3, BLAINE'S NINTH SUBDIVISION as platted; thence North 89 degrees 32 minutes 53 seconds East, along the south line of said BLAINE'S NINTH SUBDIVISION, 295.49 feet to the southeast corner of Lot 4, Block 3, said BLAINE'S NINTH SUBDIVISION and the west line of BLAINE'S TENTH SUBDIVISION, as platted; thence South 05 degrees 34 minutes 06 seconds East, along said west line, 18.35 feet to the southwest corner of Lot 1, Block 6, said BLAINE'S TENTH SUBDIVISION; thence North 70 degrees 05 minutes 05 seconds East, along the south line of said subdivision, 733.08 feet to the southeast corner of Lot 8, Block 6 of said BLAINE'S 10TH SUBDIVISION; thence North 38 degrees 33 minutes 37 seconds East, along the south line of said subdivision, 336.87 feet to the southwest corner of Lot 2, Block 7, said BLAINE'S TENTH SUBDIVISION; thence South 00 degrees 53 minutes 41 seconds East, 230.04 feet; thence South 23 degrees 19 minutes 48 seconds West, 97.05 feet; thence South 00 degrees 53 minutes 51 seconds East, 125.75 feet; thence South 34 degrees 58 minutes 01 seconds East, 71.07 feet; thence South 00 degrees 53 minutes 41 seconds East, 175.22 feet to the northerly right-of-way line of the Canadian Pacific Railway; thence South 79 degrees 30 minutes 23 seconds West along the of said right-of-way line, 1123.29 feet to the POINT OF BEGINNING.

Said parcel contains 11.10 acres more or less.

Have caused the same to be surveyed and platted as KASEL ADDITION and do hereby dedicate to the public, for public use, the drainage and utility easements created by this plat.

In witness whereof said Jonathan Dale Kasel, a single person, has hereunto set his hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_  
Jonathan Dale Kasel

STATE OF MINNESOTA  
COUNTY OF DODGE

The foregoing instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Jonathan Dale Kasel.

\_\_\_\_\_  
Notary Public, Dodge County  
My Commission Expires \_\_\_\_\_

CITY OF KASSON  
CITY COUNCIL

This plat of KASEL ADDITION has been approved by the City Council of the City of Kasson, Minnesota on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Administrator

CITY OF KASSON  
PLANNING AND ZONING COMMISSION

This plat of KASEL ADDITION has been approved by the Planning and Zoning Commission of the City of Kasson, Minnesota this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary

COUNTY OF DODGE  
AUDITOR/TREASURER

Taxes payable in the year 20\_\_\_\_, on real estate herein before described, have been paid; there are no delinquent taxes and transfer has been entered, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Dodge County Auditor/Treasurer

\_\_\_\_\_  
by \_\_\_\_\_ Deputy

COUNTY RECORDER

Document Number \_\_\_\_\_

I hereby certify that this instrument was filed in the Office of the County Recorder for record on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_m. and was duly recorded in Book \_\_\_\_\_ of \_\_\_\_\_ on page \_\_\_\_\_.

\_\_\_\_\_  
Dodge County Recorder

COUNTY SURVEYOR

I certify that pursuant to Chapter 389.09, laws of Minnesota, this plat has been approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Lisa M. Hanni  
Dodge County Surveyor

SURVEYOR'S CERTIFICATE

I hereby certify:  
that I have surveyed or directly supervised the survey of the property described on this plat; that I prepared or directly supervised the preparation of this plat as KASEL ADDITION; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on the plat; that all outside boundary monuments of the plat have been correctly set and that all other required monuments will be correctly set within one year of the recording of this plat; that as of the date of this certificate, all water boundaries and wetlands, as defined in Minnesota Statutes 505.01, Subd. 3, are shown and labeled on the plat; and that all public ways are shown and labeled on the plat.

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

\_\_\_\_\_  
Richard J. Massey  
Minnesota L.S. No. 41814

STATE OF MINNESOTA  
COUNTY OF DODGE

The foregoing Surveyor's Certificate was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Richard J. Massey, L.S. No. 41814.

\_\_\_\_\_  
Notary Public, Dodge County, MN  
My Commission Expires \_\_\_\_\_

**MASSEY**  
LAND SURVEYING & ENGINEERING  
P.O. BOX 428, KASSON, MN 55944  
PH. NO. 507-834-4505, FAX NO. 507-834-6580

## **July Staff Planning Review**

### **Kasel Addition**

#### **Final Plat**

Record trail easement with the final plat

Final Plat to reference "20 foot bike path easement per recorded document #A-----"

Final Plat to reference Parkland Dedication Outlot R

City of Kasson First Right of Refusal Outlots Q and S recorded with Final Plat

Deed Restrictions to be recorded with Final Plat

1. No permanent foundations or structures shall be constructed
2. Permitted accessory structures outside of the 100 year floodplain shall conform to applicable City Ordinances.
3. No additional fencing shall be placed within the 100 year floodplain.
4. The extraction and/or storage of soils or other material is prohibited within the floodplain.
5. No motorized vehicles, trash, hazardous materials nor scrap metal shall be stored and/or disposed of within the floodplain.

***City Attorney to review Final Plat, Trail Easement, Deed Restrictions & First Right of Refusal prior to recording***



City of Kasson  
401 Fifth Street S.E.  
Kasson, MN 55944-2204  
507.634.7071  
(Fax) 507.634.4737  
www.cityofkasson.com

## LAND USE APPLICATION

Applicants check all that apply:

- ☐ General Development Plan (\$100)
- ☐ Preliminary Plat (\$200 + \$10 per acre)
- ☐ Final Plat (\$100)
- ☐ Planned Unit Development – PUD (\$200)
- ☐ Minor Subdivision (\$150)
- ☐ Rezone/Zoning Amendment (\$200)
- ☐ Conditional Use Permit (\$150)
- ☐ Variance (\$200)

Fee Paid \$ \_\_\_\_\_

Date Filed \_\_\_\_\_

1. SEE ATTACHED  
Legal Description of Property
2. 502 MANTORVILLE AVE S, KASSON, MN 55944  
Street Address of Property
3. HOME FEDERAL SAVINGS BANK SAM TRIPP 507-634-1362  
Applicant/Owner's Name Telephone  
PO Box 100  
KASSON, MN 55944
4. MASSEY LAND SURVEYING & ENGINEERING 507-634-4505  
Engineer/Architect Address Telephone
5. DAVID MARTIN 507-634-4505  
\*Name of Contact Person Telephone
6. Description of Request AMENDMENT TO THE FINAL PLAN WHICH WAS APPROVED AT  
THE TIME OF RESOLUTION 10.9-00 GRANTING DANIEL  
GRADIENT & KASSON STATE BANK A CONDITIONAL USE PERMIT FOR A PUD.
7. Present Zoning Classification C-2 GENERAL COMMERCIAL
8. Reason for Request THE APPLICANT IS PROPOSING TO CONSTRUCT AN  
ADDITION ONTO THE EXISTING STRUCTURE & RECONFIGURE THE OFF-STREET  
PARKING AREAS
9. Existing Use of Property BANK

\*The contact person noted above will receive all review comments and requests for materials/revisions from the City. They are responsible to inform all parties involved on the project of pending public hearings and meetings, changes or updates that may occur throughout the process.

The undersigned applicant hereby represents upon all of the penalties of law that all statements herein are true and that all work herein mentioned will be done in accordance with the ordinances of the City of Kasson, the State of Minnesota and any other applicable laws and regulations.

Signature of Applicant Samantha R. Tripp Date 6/19/18  
**APPLICATION NOT COMPLETE UNTIL ALL REQUIRED SUBMISSIONS RECEIVED**

CERTIFICATE OF SURVEY  
LOT 5 AND PART OF LOT 4, BLOCK 1  
J.H. KASSON'S ADDITION  
DODGE COUNTY, MINNESOTA

5TH STREET S.E.

33'

33'

33'

REPLACED BENT T-BAR  
WITH 5/8" PIPE

N. LINE LOT 5

S 89°55'38" E 115.00

S 89°55'38" E 132.00

FD PIPE

10' U.E.

BLOCK 1  
J.H. KASSON'S ADDITION

(5)

N 00°08'23" E 91.92

50' R/W LINE T.H. No. 57

FD PIPE

(4)

S 70°42'52" E 121.65  
(DESC. 121.68)

S. LINE LOT 4

S 89°47'36" E 114.92  
(PL. 115')

(DESC. 121.68)

N 00°08'23" E

FD PIPE

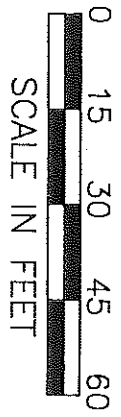
MANDOT R/W PLAT  
No. 20-3  
MANDOT R/W PLAT  
No. 20-4  
SW COR  
LOT 4

N 00°08'23" E  
W. LINE SE 1/4 SEC. 33

TRUNK HIGHWAY NO. 57  
(MANTORVILLE AVE.)

C. I. C. No. 8 CONDOMINIUM PLAT  
DANIEL'S PLAZA

BASIS OF BEARINGS  
All Bearings are in relationship  
with the Dodge County Coordinate  
System NAD '83, Adjusted 1996.



SCALE IN FEET

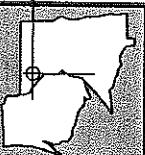
DESCRIPTION OF RECORD

Lots 4 and 5, Block 1, J.H. Kasson's Addition to the City of Kasson, Minnesota, EXCEPT that part of Lot 4 described as follows: Commencing for a place of beginning at the Southeast corner of said Lot 4, thence West, along the south line of said Lot 4, a distance of 115.00 feet to a point 17.00 feet East of the Southwest corner of said Lot 4, thence northerly, parallel to the west line of said Lot 4, a distance of 39.75, thence southeasterly a distance of 121.68 feet to the point of beginning, ALSO EXCEPTING the west 17.00 feet of said Lots 4 and 5 for highway purposes, Dodge County, Minnesota.

PROPERTY LOCATION MAP

T. 107 N.	R. 16 W.
N.W. 1/4	NE. 1/4
S.W. 1/4	SE. 1/4

**MT & SIESEY**  
LAND SURVEYING & ENGINEERING  
P.O. BOX 100, KASSON, MN 55944  
PH NO. 507-634-4505, FAX NO. 507-634-6560



THIS SURVEY AND DRAWING  
WAS PREPARED FOR THE  
EXCLUSIVE USE OF:  
HOME FEDERAL SAVINGS BANK  
KASSON, MN

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Minnesota.

Date 6-19-18

Richard J. Massey

LIC. NO.: 41814

MONUMENTS  
● FOUND (AS INDICATED)  
○ SET (5/8" PIPE UNLESS NOTED OTHERWISE)

DATE: 6/18/2018

DWG NO. 2900SC01 JOB NO. 2900

DRAWN BY: R.W.Z. SHEET 1 OF 1

**CITY OF KASSON  
RESOLUTION #10.9-00**

**RESOLUTION GRANTING DANIEL GADIENT AND KASSON STATE BANK A  
CONDITIONAL USE PERMIT**

**WHEREAS**, Daniel and Margaret Ann Gadiant and The Kasson State Bank have jointly requested a conditional use permit for a planned unit development as required by Section 24-174 of the City of Kasson Zoning Ordinance, and;

**WHEREAS**, The parcel of land known as Block 1, J.H. Kasson Addition, is located in the 500 block on the east side of south Mantorville Avenue, and,

**WHEREAS**, in accordance with the findings of fact, documented and transcribed, from a public hearing held by the Kasson Planning Commission on October 3, 2000, it was recommended that said Conditional Use Permit be granted with the following condition and findings of facts:

**Condition:**

The Kasson State Bank use the first proposed drawing of the Bank being placed in the southeast corner with the drive through coming in off 5<sup>th</sup> Street SE and exiting onto Mantorville Ave.

**Findings of Fact:**

1. It will be an attractive development for the existing area.
2. It is consistent with commercial zoning districts.
3. It is not in conflict with the City's comprehensive plan.
4. Adequate utilities, parking, drainage and other necessary facilities will be provided.
5. It does not impede any other orderly development.
6. It will not disrupt the character of the neighborhood.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KASSON, MINNESOTA:**

That as recommended by the Planning Commission said Conditional Use Permit is hereby granted.

Passed and adopted this 11th day of October, 2000.

**ATTEST:**

  
\_\_\_\_\_  
Michael Rietz, Administrator

  
\_\_\_\_\_  
Barb Pike, Mayor

The motion for the adoption of the foregoing resolution was made by Council Member Fjerstad and duly seconded by Council Member Distad. Upon a vote being taken, the following members voted in favor thereof: Burton, Distad, Fitch, Fjerstad and Pike. Those against same: None.



SITE DATA

PROPERTY ADDRESS:	502 MANTORVILLE AVENUE S
RECORD/OWNER:	HOME FEDERAL SAVINGS BANK
TAX MAP REFERENCE:	24.352.0150
AREA (DEED):	0.30 ACRES
WATER:	PUBLIC CITY OF KASSON
SANITARY SEWER:	PUBLIC CITY OF KASSON
EMPLOYEES:	7
ZONING DISTRICT:	GENERAL COMMERCIAL DISTRICT (C-2)
	REQUIRED PROPOSED
MINIMUM LOT AREA:	5,000 S.F. 12,866.5 S.F.
MINIMUM LOT WIDTH:	50 FEET 92.9 ± FEET
FRONT YARD SETBACK:	25 FEET 25 FEET
SIDE YARD SETBACK:	10 FEET 3 & 0 FEET
REAR YARD SETBACK:	25 FEET N/A
	PERMITTED PROPOSED
MAXIMUM BUILDING HEIGHT:	35 FEET OR 2.5 STORIES LESS THAN 35 FEET

STATEMENT OF INTENT

IT IS THE INTENT OF THE APPLICANT TO CONSTRUCT A PROPOSED ADDITION ONTO THE EXISTING STRUCTURE ON LOTS 4 & 5, BLOCK 1 J.H. KASSON'S ADDITION. PROPOSED SITE IMPROVEMENTS WILL INCLUDE THE DEMOLITION OF EXISTING CURB & GUTTER, CONCRETE, BITUMINOUS, SIDEWALK AND LANDSCAPING AREAS AND THE CONSTRUCTION OF THE ADDITION, OFF-STREET PARKING, AND ASSOCIATED GRADING.

GENERAL NOTES

- ALL WORK SHALL CONFORM TO AND BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE CODES AND ORDINANCES.
- THE CONTRACTOR SHALL NOTIFY ALL APPROPRIATE ENGINEERING DEPARTMENTS AND UTILITY COMPANIES 72 HOURS PRIOR TO CONSTRUCTION. ALL NECESSARY PRECAUTIONS SHALL BE TAKEN TO AVOID DAMAGE TO ANY EXISTING UTILITY.
- THE LOCATION OF EXISTING UNDERGROUND UTILITIES AND ROCK ELEVATIONS ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES AND ROCK ELEVATIONS BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES AND ROCK ELEVATIONS.
- THE CONTRACTOR SHALL VISIT THE SITE AND INSPECT THE PROJECT AREA AND THOROUGHLY FAMILIARIZE HIMSELF WITH THE ACTUAL JOB CONDITIONS PRIOR TO BIDDING AND THE START OF ANY WORK. FAILURE TO VISIT THE SITE SHALL NOT RELIEVE THE CONTRACTOR FROM PERFORMING THE WORK IN ACCORDANCE WITH THESE DRAWINGS.
- THE CONTRACTOR SHALL VERIFY AT THE SITE, ALL DIMENSIONS AND CONDITIONS SHOWN ON THE DRAWINGS, AND SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES, OMISSIONS, AND/OR CONFLICTS PRIOR TO PROCEEDING WITH THE WORK.
- THE CONTRACTOR SHALL NOT SCALE DRAWINGS. DIMENSIONS SHALL GOVERN. LARGE SCALE DRAWINGS SHALL GOVERN OVER SMALL SCALE DRAWINGS. NOTES AND DETAILS ON THE DRAWINGS SHALL APPLY TO ALL SIMILAR CONDITIONS WHETHER THEY ARE REPEATED OR NOT.
- ALL SITE UTILITY RELATED CONTRACTORS TO PROVIDE A LIST OF ANY PERMIT FEES NOT INCLUDED IN THE BASE BID. THIS LIST SHALL ACCOMPANY THE BID.
- BUILDING SHALL BE WATERPROOFED ACCORDING TO APPLICABLE CODES. IN NO CASE SHALL UNTREATED WOOD BE ALLOWED WITHIN 6 INCHES OF FINISHED GRADING.
- AN MPCA CONSTRUCTION SITE STORM WATER POLLUTION PREVENTION PERMIT IS NOT REQUIRED FOR THE PROJECT SINCE THE LIMITS OF DISTURBANCE WILL BE LESS THAN 1 ACRE.
- WITHIN 7 DAYS OF FINAL GRADING THE ENTIRE DISTURBED AREA OF THE SITE NOT COVERED WITH STRUCTURE OR SURFACING SHALL BE COVERED WITH 6" OF TOP SOIL AND SEEDED.
- THE SLOPES OF THE ADA PARKING SPACE AND STALL SHALL NOT EXCEED 2% IN EITHER DIRECTION AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN.
- INCIDENTAL DISTURBED AREAS SHALL BE REPAIRED TO THEIR ORIGINAL CONDITION OR BETTER.
- IT IS THE CONTRACTORS RESPONSIBILITY TO DOCUMENT THE EXISTING CONDITIONS OF THE SITE PRIOR TO THE START OF CONSTRUCTION.
- THE CROSS SECTION FOR NEW BITUMINOUS AREAS SHALL MATCH EXISTING. MINIMUM BITUMINOUS THICKNESS SHALL NOT BE LESS THAN 3.5" AND MINIMUM CLASS 5 THICKNESS SHALL NOT BE LESS THAN 8".
- PROPOSED CURB SHALL BE #618 PER MNDOT STANDARD PLAT 7100H AND SHALL MATCH EXISTING.

OWNER & DEVELOPER

HOME FEDERAL SAVINGS BANK  
CONTACT: SAMANTHA TRIPP  
502 MANTORVILLE AVENUE S  
KASSON, MN 55944  
(507) 507-634-1362  
samantha.tripp@hfsb.com

DESCRIPTION OF RECORD

Lots 4 and 5, Block 1, J.H. Kasson's Addition to the City of Kasson, Minnesota, EXCEPT that part of Lot 4 described as follows: Commencing for a place of beginning at the Southeast corner of said Lot 4, thence West, along the south line of said Lot 4, a distance of 115.00 feet to a point 17.00 feet East of the Southwest corner of said Lot 4, thence northerly, parallel to the west line of said Lot 4, a distance of 39.75, thence southeasterly a distance of 121.68 feet to the point of beginning, ALSO EXCEPTING the west 17.00 feet of said Lots 4 and 5 for highway purposes, Dodge County, Minnesota.

DRAWING INDEX

PROPOSED ADDITION SITE PLAN	SHEET 1 OF 3
EXISTING CONDITIONS & DEMOLITION PLAN	SHEET 2 OF 3
GRADING PLAN	SHEET 3 OF 3

LEGEND

SLANTED TEXT INDICATES EXISTING FEATURES	UPRIGHT TEXT INDICATES PROPOSED FEATURES
PROPERTY LINE	PROPERTY LINE
CENTER LINE	CENTER LINE
EASEMENT LINE	EASEMENT LINE
RIGHT OF WAY LINE	RIGHT OF WAY LINE
EXISTING WATER MAIN, WATER SHUTOFF MANHOLE, REDUCER, GATE VALVE AND HYDRANT	EXISTING WATER MAIN, WATER SHUTOFF MANHOLE, REDUCER, GATE VALVE AND HYDRANT
EXISTING SANITARY MANHOLE AND LINE	EXISTING SANITARY MANHOLE AND LINE
EXISTING STORM SEWER MANHOLE, LINE, CATCH BASIN OR INTAKE AND OUTLET	EXISTING STORM SEWER MANHOLE, LINE, CATCH BASIN OR INTAKE AND OUTLET
EXISTING UNDERGROUND ELECTRIC LINE	EXISTING UNDERGROUND ELECTRIC LINE
EXISTING UNDERGROUND TELEPHONE LINE	EXISTING UNDERGROUND TELEPHONE LINE
EXISTING UNDERGROUND GAS LINE	EXISTING UNDERGROUND GAS LINE
EXISTING TELEPHONE PEDESTAL	EXISTING TELEPHONE PEDESTAL
EXISTING CABLE PEDESTAL	EXISTING CABLE PEDESTAL
LAWN	LAWN
BIT.	BITUMINOUS
CONC.	CONCRETE
1" CONTOUR LINE	1" CONTOUR LINE
10' CONTOUR LINE	10' CONTOUR LINE
LAWN	PROPOSED LAWN
BIT.	PROPOSED BITUMINOUS PAVING
3	# OF OFF-STREET PARKING SPACES

IMPERMEABLE COVER AND PROJECT AREA TABULATION

PROJECT AREA	0.30 ACRES	TOTAL PROJECT AREA
PRE-DEVELOPMENT IMPERVIOUS	0.20 ACRES	TOTAL EXISTING IMPERVIOUS (EX. STRUCTURE, CONCRETE AND BITUMINOUS AREAS)
POST DEVELOPMENT IMPERVIOUS	0.24 ACRES	PROPOSED IMPERVIOUS (EX. STRUCTURE ADDITION, CONCRETE & BITUMINOUS AREAS)

EROSION AND SEDIMENTATION CONTROL NOTES

- EROSION AND SEDIMENTATION CONTROLS SHALL BE INSTALLED PRIOR TO THE START OF ANY WORK.
- CONTRACTOR SHALL PROVIDE A CONCRETE WASHOUT PIT LINED WITH 6" MIL. POLYETHYLENE. THE WASH PIT AND DRIED CONTENTS SHALL BE REMOVED UPON THE COMPLETION OF ALL CONCRETE WORK.
- TRACKED SOIL ONTO EXISTING PUBLIC STREETS SHALL BE CLEANED IMMEDIATELY.
- PERIMETER SILT FENCE SHALL BE INSTALLED DOWNSTREAM OF ALL TOPSOIL STOCKPILES. ALL TOPSOIL STOCKPILES SHALL BE TEMPORARILY COVERED AFTER 7 DAYS.
- WITHIN 7 DAYS OF FINAL GRADING THE ENTIRE DISTURBED AREA OF THE SITE NOT COVERED WITH STRUCTURE OR SURFACING SHALL BE COVERED WITH 6" OF TOPSOIL, SEEDED FERTILIZED AND MULCHED.
- THERE ARE NO IMPAIRED STREAMS WITHIN 1 MILE OF THE SITE AS PER THE MPCA WEBSITE. RUNOFF TO THE SITE IS TRIBUTARY TO MASTEN CREEK.
- TOPSOIL STOCKPILES SHALL NOT EXCEED 35 FEET IN HEIGHT AND SIDE SLOPES SHALL NOT EXCEED 3:1. SILT FENCING SHALL BE INSTALLED DOWNSTREAM OF ALL SOIL STOCKPILES.
- THE DATE AND AMOUNT OF ALL RAINFALL EVENTS GREATER THAN 1/2 INCH IN 24 HOURS MUST BE DOCUMENTED. RAINFALL AMOUNTS MUST BE OBTAINED FROM A PROPERLY MAINTAINED RAIN GAUGE, INSTALLED ON SITE, A WEATHER STATION WITHIN 1 MILE OF THE SITE, OR A WEATHER REPORTING SYSTEM THAT PROVIDES SITE SPECIFIC RAINFALL DATA FROM RADAR SUMMARIES.
- A MINIMUM OF 6" TOPSOIL AND SEED SHALL BE INSTALLED FOR ALL AREAS NOT PROPOSED AS IMPERVIOUS SURFACES.
- IT IS THE CONTRACTORS RESPONSIBILITY TO INSTALL AND MAINTAIN ALL EROSION AND SEDIMENTATION CONTROL BMP'S IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.
- THE TEMPORARY EROSION AND SEDIMENTATION BMP'S SHALL BE MAINTAINED BY THE CONTRACTOR IN ACCORDANCE WITH THE CURRENT MINNESOTA POLLUTION CONTROL AGENCY GUIDELINES UNTIL THE DISTURBED AREAS HAVE ACHIEVED A MINIMUM UNIFORM 70% PERENNIAL VEGETATIVE COVER OR OTHER PERMANENT NON-VEGETATIVE COVER WITH A DENSITY SUFFICIENT TO RESIST ACCELERATED EROSION.
- ALL TEMPORARY EROSION AND SEDIMENTATION BMP'S SHOULD REMAIN FUNCTIONING AND CONTINUE TO BE MAINTAINED UNTIL DISTURBED AREAS HAVE ACHIEVED A MINIMUM UNIFORM 70% PERENNIAL VEGETATIVE COVER OR OTHER PERMANENT NON-VEGETATIVE COVER WITH A DENSITY SUFFICIENT TO RESIST ACCELERATED EROSION.

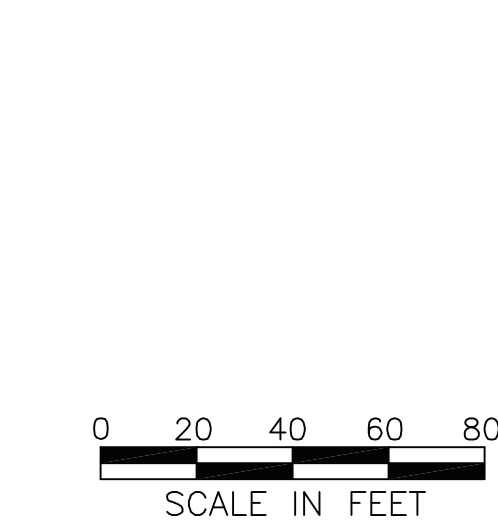
OFF-STREET PARKING TABULATION

USAGE	SIZE	REQ. PARKING	REQ. TOTAL
BANK	1,834 SF	1 SPACE PER EACH 200 S.F. OF FLOOR AREA	10 SPACES
PROPOSED TOTAL			9 SPACES

NOTES:

- THE BANK WILL HAVE A TOTAL OF SEVEN (7) EMPLOYEES.
- BASED ON OBSERVATIONS FROM BANK EMPLOYEES THERE ARE 3 TO 5 CUSTOMERS IN THE BANK AT ANY ONE GIVEN TIME.
- A TOTAL OF 12 OFF-STREET PARKING SPACES ARE REQUIRED, SEVEN (7) FOR EMPLOYEES AND FIVE (5) CUSTOMERS.
- THE PLAN IS PROPOSING A TOTAL OF 9 OFF-STREET PARKING SPACES. HOME FEDERAL IS IN THE PROCESS OF GETTING AN AGREEMENT IN PLACE WITH DANIEL'S FOR THE USE OF THEIR OFF-STREET PARKING. THREE (3) OF THE EMPLOYEES WILL UTILIZE ON STREET PARKING ALONG 5TH STREET SE OR WILL PARKING WITHIN DANIEL'S PARKING LOT.

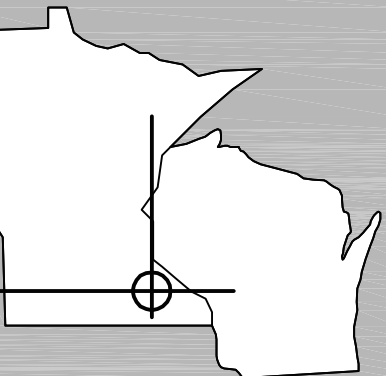
PROPOSED SIGN SCHEDULE			
SYMBOL	QUANTITY	MESSAGE (SERIES)	SIZE
	1	DISABLED PARKING (R7-8m)	12"x18"
	1	VAN ACCESSIBLE (R7-86P)	12"x6"



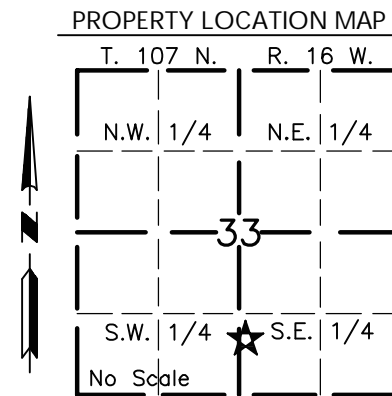
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

David A. Martin Date 6/19/18  
David A. Martin LIC. NO.: 51131

MASSEY  
LAND SURVEYING & ENGINEERING  
P.O. BOX 100, KASSON, MN 55944  
PH. NO. 507-634-4505, FAX NO. 507-634-6560



SITE PLAN  
PROPOSED ADDITION  
LOTS 4 AND 5 BLOCK 1 J.H. KASSON'S ADDITION  
CITY OF KASSON, DODGE COUNTY, MINNESOTA



SCALE: 1" = 20'  
DATE: 6/19/2018  
DRAWN BY: D.A.M.  
CHECKED BY: R.J.M.  
JOB NUMBER: 2893  
DWG. FILE: 2893SP01  
REVISION DATE:

MONUMENTS  
● FOUND (AS INDICATED)  
○ SET (5/8" PIPE UNLESS NOTED OTHERWISE)  
THIS SURVEY AND DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF:  
HOME FEDERAL SAVING BANK  
KASSON, MN  
SHEET NO. 1 OF 3

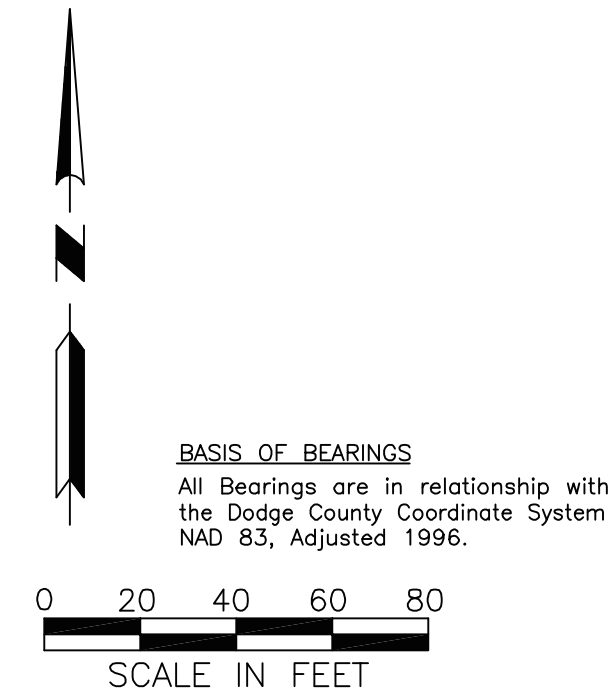
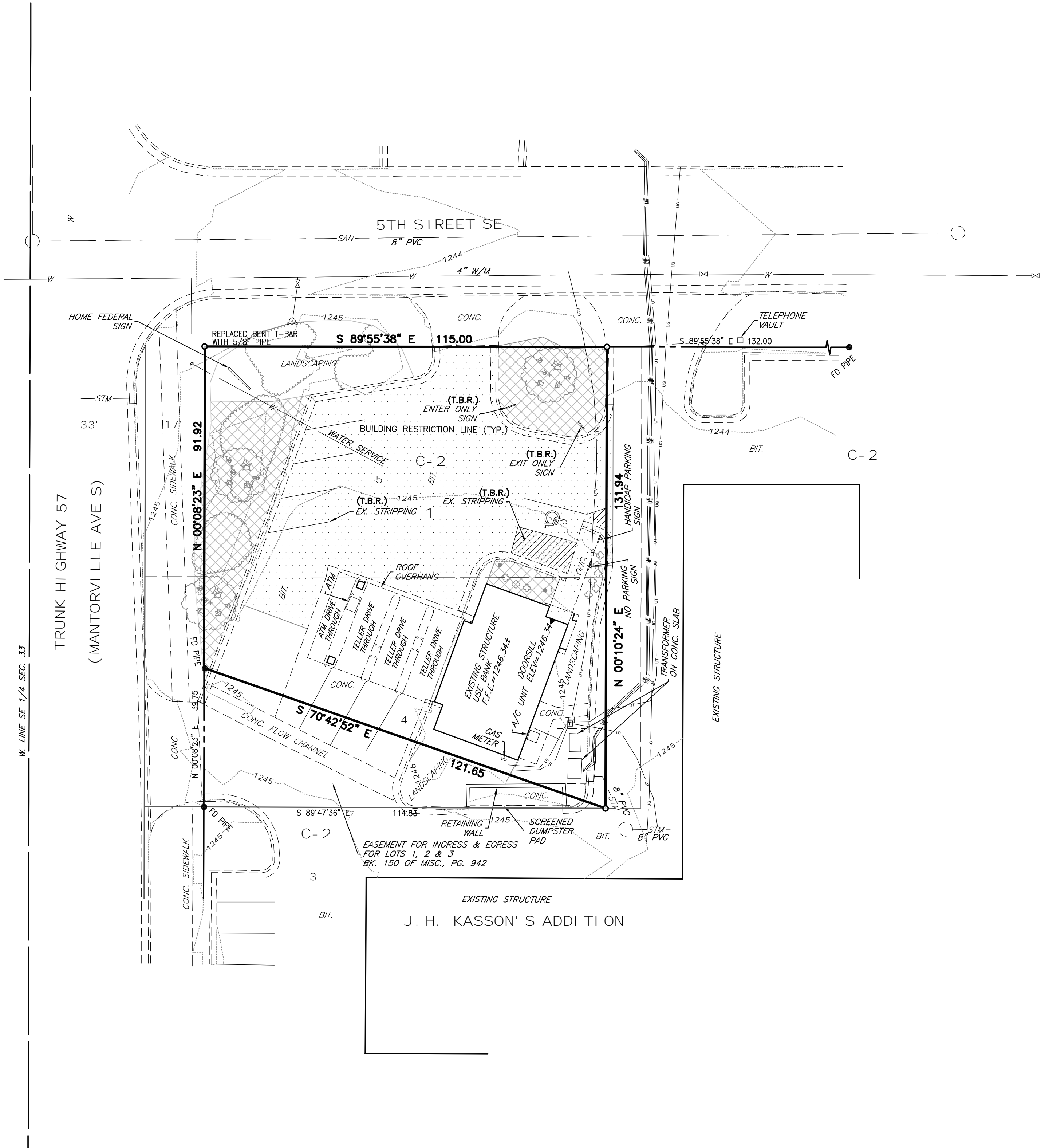


GENERAL NOTES

1. ALL DEMOLITION DEBRIS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN ACCORDANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS.
2. FULL DEPTH SAW CUTS SHALL BE UTILIZED FOR PAVEMENT AND CURB AND GUTTER REMOVAL.

LEGEND

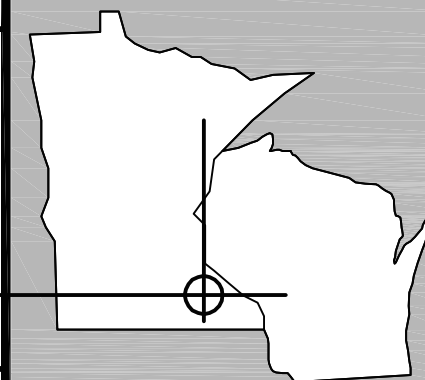
	SLANTED TEXT INDICATES EXISTING FEATURES UPRIGHT TEXT INDICATES PROPOSED FEATURES
—	PROPERTY LINE
- - -	CENTER LINE
- - - - -	EASEMENT LINE
- - - - -	RIGHT OF WAY LINE
—○—W—V—X—	EXISTING WATER MAIN, WATER SHUTOFF MANHOLE, REDUCER, GATE VALVE AND HYDRANT
—S—	EXISTING SANITARY MANHOLE AND LINE
—S—M—	EXISTING STORM SEWER MANHOLE, LINE, CATCH BASIN OR INLET AND OUTLET
—E—	EXISTING UNDERGROUND ELECTRIC LINE
—T—	EXISTING UNDERGROUND TELEPHONE LINE
—G—	EXISTING UNDERGROUND GAS LINE
—P—	EXISTING TELEPHONE PEDESTAL
—C—	EXISTING CABLE PEDESTAL
LAWN	LAWN
BIT.	BITUMINOUS
CONC.	CONCRETE
—	1" CONTOUR LINE
—	10' CONTOUR LINE
(T.B.R.)	TO BE REMOVED
—	EXISTING CURB & GUTTER AND CONCRETE TO BE REMOVED
—	EXISTING LANDSCAPING INCLUDING TREES AND SHRUBS TO BE REMOVED



I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

David A. Martin Date 6/19/18 LIC. NO.: 51131


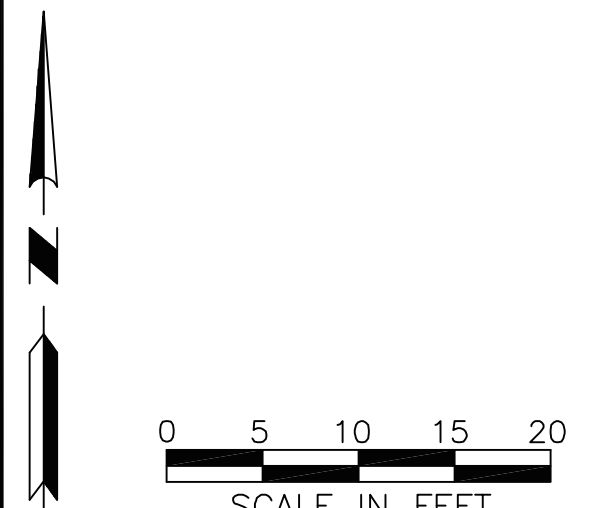
**MASSEY**  
LAND SURVEYING & ENGINEERING  
P.O. BOX 100, KASSON, MN 55944  
PH. NO. 507-634-4505, FAX NO. 507-634-6560



**EXISTING CONDITIONS & DEMOLITION PLAN**  
LOTS 4 AND 5 BLOCK 1 J.H. KASSON'S ADDITON  
CITY OF KASSON, DODGE COUNTY, MINNESOTA

PROPERTY LOCATION MAP T. 107 N. R. 16 W. N.W. 1/4 N.E. 1/4 S.W. 1/4 S.E. 1/4 No Scale	SCALE: 1" = 20'	MONUMENTS ● FOUND (AS INDICATED) ○ SET (5/8" PIPE UNLESS NOTED OTHERWISE)
	DATE: 6/19/2018	
DRAWN BY: D.A.M.	CHECKED BY: R.J.M.	THIS SURVEY AND DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF: HOME FEDERAL SAVING BANK KASSON, MN
JOB NUMBER: 2893	DWG. FILE: 2893SP01	
REVISION DATE:		SHEET NO. 2 OF 3





**M S S E Y**  
**LAND SURVEYING  
& ENGINEERING, INC.**

P.O. BOX 100  
KASSON, MN 5594  
PH. NO. 507-634-4500

I hereby certify that this

**THIS SURVEY AND DRAWING  
WAS PREPARED FOR THE  
EXCLUSIVE USE OF:**  
**HOME FEDERAL SAVING BANK  
KASSON, MN**

---

SCALE: \_\_\_\_\_ 1" = 1'

DATE: \_\_\_\_\_ 6/19/201

DRAWN BY: \_\_\_\_\_ D.A.

JOB NUMBER: \_\_\_\_\_ 289

DWG. FILE: \_\_\_\_\_ 2893SP0

REVISION DATE: \_\_\_\_\_

---

**SHEET NO. 3 OF**

## **Staff Planning Review**

### **Amendment to Final Plan**

Resolution 10.9-00 Granted a Conditional Use Permit for a Planned Unit Development

Includes:      Application  
                    Grading Plan  
                    Resolution

1. Engineer to review Grading Plan
2. MnDOT to review amended plan
3. Landscaping removed to accommodate parking

**APPLICATION FOR VARIANCE**

Fee Paid \$ \_\_\_\_\_

Date Filed \_\_\_\_\_

Street Address of Property 702 21<sup>st</sup> ST NE

Legal Description of Property Kasson Meadows 5<sup>th</sup> Block 5 Lot 2 Sect 28 Township 107  
Range 16

Owner's Name Big Sky Builders LLC (Mike Koebke) Phone (507) 951-1238

Address P.O. Box 253 Mantorville, MN 55955

Description of Request Requesting a Variance of the 25' rear set back requirement,  
(Of 8')

Reason(s) for Request Due to the shape of the lot and the design of  
the property lines the back corner will not allow for a 25' rear set back.

Present Zoning Classification R-1

Existing Use of Property Vacant Lot

Signature of Applicant [Signature] Date 6-15-18

**FOR OFFICE USE ONLY**

Recommended \_\_\_\_\_ Denied \_\_\_\_\_ by the Planning Commission on \_\_\_\_\_.

Approved \_\_\_\_\_ Denied \_\_\_\_\_ by the City Council on \_\_\_\_\_.

If approved, the following conditions were prescribed:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

If denied, denial was for the following reason(s): \_\_\_\_\_

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

## PROCEDURES.

The procedure for obtaining a variance from the regulations of the Zoning Ordinance are as follows:

1. The property owner or his agent shall meet with the Zoning Administrator to explain his situation, learn the procedures and obtain an application.
2. The applicant shall file the completed application form together with required exhibits with the Zoning Administrator and shall pay a filing fee as established by the Council.
3. The Zoning Administrator shall review the application and within ten (10) business days after receiving the application shall notify the applicant in writing if the application is not complete and what additional information is required.
4. The City shall take action to approve or deny the application within sixty (60) days of receiving a completed application. If the City cannot take action to approve or deny the application within sixty (60) days of receiving the completed application, the City may extend the timeline for taking action before the end of the initial 60-day period by providing written notice of the extension to the applicant. The notification shall state the reasons for the extension and its anticipated length, which may not exceed 60 days unless approved by the applicant in writing.
5. When the Zoning Administrator determines the application to be complete, the Zoning Administrator shall set the date for a public hearing and shall have notice of such hearing published at least once in the legal newspaper, not less than ten (10) days nor more than thirty (30) days prior to the hearing.
6. The Zoning Administrator shall transmit the application to the Planning Commission for review and shall notify all property owners within 350 feet of the outer boundaries of the property in question; however, failure of any property owner to receive such notification shall not invalidate the proceedings.
7. The Planning Commission shall hold the public hearing, and may table the application for further investigation if necessary, or the Commission shall recommend to the Council one of the three actions, - approval, conditional approval or denial.
8. The City Council shall act upon the application within thirty (30) days after receiving the recommendation from the Planning Commission.
9. No application for a variance shall be considered by the City within a one year period following a denial of such request, except that the Zoning Administrator may permit a new application if new evidence or a change in circumstances warrant it.

## CRITERIA FOR GRANTING A VARIANCE.

(1) The City Council, consistent with the authority granted by law, may grant a property owner a variance from compliance with the literal provisions of the zoning code in an instance where strict enforcement would cause practical difficulties to the individual property owner, and when it can be demonstrated that such action will be in keeping with the spirit and intent of the code.

(2) The term **PRACTICAL DIFFICULTIES** means that the:

- (a) Property owner proposes to use the property in a reasonable manner that is not otherwise not permitted; and
- (b) The plight of the property owner is due to circumstances unique to the property, not created by the property owner; and
- (c) The variance, if granted, will not alter the essential character of the locality.

Economic considerations alone do not constitute **PRACTICAL DIFFICULTIES**. For the purposes of this section, **PRACTICAL DIFFICULTIES** also means and includes, but is not limited to, inadequate access to direct sunlight for solar energy systems.

(3) Notwithstanding a finding that practical difficulties exist, the City Council may not permit as a variance any use that is not permitted under the provisions of the code for property in the zone where the land for which the variance is sought is located.

(4) In its consideration of a variance request, the Planning Commission shall consider the following questions:

- (a) Whether or not exceptional, unique or extraordinary circumstances apply to the physical surrounding, shape or topographic conditions of the parcel of land that results in practical difficulties for the owner?
- (b) Whether or not the variance requested will alter the essential character of the locality?
- (c) Whether or not granting the variance requested will:
  - (1) Impair an adequate supply of light and air to adjacent property?
  - (2) Substantially increase congestion in adjacent public streets?
  - (3) Endanger the public safety?
  - (4) Substantially diminish or impair property values within the vicinity?
- (d) Whether the variance requested is the minimum variance that would alleviate the practical difficulties?
- (e) Whether or not the variance requested is consistent with the intent of this chapter and the city's comprehensive plan?
- (f) Whether or not the variance requested provides for a reasonable and practical solution that eliminates the practical difficulties?

(5) In granting the variance, the City Council may impose additional conditions to ensure compliance with its decision and to protect adjacent properties. Such conditions must be directly related to and bear a rough proportionality to the impact created by the variance.

## REQUIRED EXHIBITS FOR VARIANCES

The following exhibits shall be required:

Y \_\_\_\_\_ N \_\_\_\_\_  
Y \_\_\_\_\_ N \_\_\_\_\_  
Y \_\_\_\_\_ N \_\_\_\_\_  
Y \_\_\_\_\_ N \_\_\_\_\_

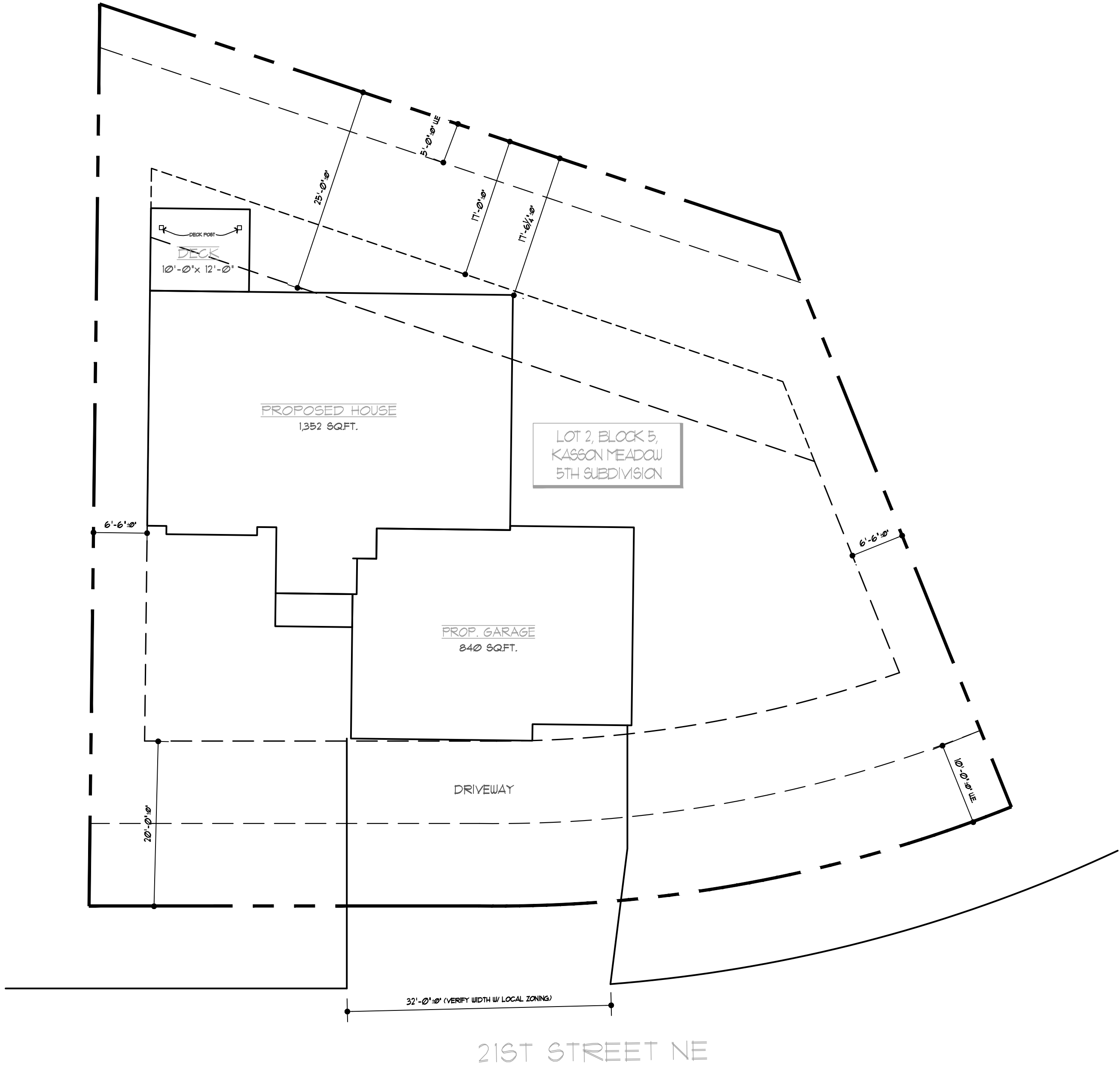
1. A completed application form.
2. An accurate boundary description of the property.
3. Evidence of ownership or enforceable option on the property.
4. An accurate drawing, at scale, showing property lines, locations of existing buildings and proposed project.


**NOTE: SUBMITTAL OF THE REQUIRED INFORMATION DOES NOT GUARANTEE THE ISSUANCE OF A VARIANCE. ADDITIONAL INFORMATION MAY BE NEEDED OR CONDITIONS MAY EXIST THAT WOULD PREVENT THE ACTUAL GRANTING OF A VARIANCE.**





COPYRIGHT - THE DESIGN CONNECTION 2018



 NORTH

 SITE PLAN

SCALE: 1" = 10' - 0" (LARGE FORMAT)  
SCALE: HALF SCALE (11" x 17")



**the design connection**  
Residential and Commercial  
Design \* Planning  
Serving Rochester and  
Southern Minnesota

1647 16th Ave. NW  
Rochester MN 55901  
PHONE (507) 286-7869  
aaron@thedesignconnection.net  
www.thedesignconnection.net

**COPYRIGHT NOTICE**  
ALL DESIGNS, SPECIFICATIONS AND PLANS ARE THE PROPERTY OF THE DESIGN CONNECTION THESE PLANS AND DESIGNS WERE CREATED AND DEVELOPED IN CONNECTION WITH THE SPECIFIC PROJECT AND SHALL NOT BE REPRODUCED FOR ANY PURPOSE WHATSOEVER WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE DESIGN CONNECTION AND BUILDER

THIS SET OF PLANS IS A PRELIMINARY DESIGN AND NOT A FINAL SET OF PLANS. IT IS THE RESPONSIBILITY OF THE BUILDER TO OBTAIN ALL NECESSARY PERMITS AND TO VERIFY ALL LOCAL ORDINANCES AND ZONING REQUIREMENTS. THE DESIGN CONNECTION SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THE BUILDER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING ALL LOCAL ORDINANCES AND ZONING REQUIREMENTS. THE DESIGN CONNECTION SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THE BUILDER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING ALL LOCAL ORDINANCES AND ZONING REQUIREMENTS.

**LARSEN RESIDENCE**

702 21ST STREET NE  
KASSON  
BIG SKY BUILDERS

MINNESOTA

PROJECT #: 18056  
DRAWN BY: RCJ  
CHECKED BY: AJT  
PRELIM DATE: APRIL 04, 2018  
BID SET DATE: APRIL 19, 2018  
FINAL SET DATE: JUNE 01, 2018  
REVISION: .  
PRINTED: Jun 20, 2018

SITE PLAN

**C1.0**



## **Staff Planning Review**

### **Application for Variance**

R-1 Single Family Residential Zoning District

702 21st ST NE

Big Sky Builder's, LLC, Owner

### **Zoning**

Kasson Meadows Fifth Subdivision Final Plat Approved on March 22, 2006

The proposed house and attached garage will fit on the lot

Unlimited potential for future variance requests

**CITY OF KASSON  
RESOLUTION #x.x-xx**

**RESOLUTION APPROVING A VARIANCE AT RESIDENTIAL LOT.**

**WHEREAS**, an application has been received from builder/owner requesting that a variance be granted on a parcel of land at platted in a residential subdivision to allow for a variance from the dimensional standards set forth in City Ordinance,

**WHEREAS**, a Public Hearing was held concerning this application on xxxxxx xx, xxxx following due publication thereof; and

**WHEREAS**, such applications are reviewed by the Planning and Zoning Commission and the Zoning Administrator prior to recommending Council action; and

**WHEREAS**, the Commission made a recommendation to xxxxx the request;

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Kasson that they have considered the following questions and that the Kasson City Council hereby xxxxxx the requested Variance.

- a) Whether or not exceptional, unique or extraordinary circumstances apply to the physical surrounding, shape or topographical conditions of the parcel of land that results in practical difficulties for the owner?
- b) Whether or not granting the variance will alter the essential character of the locality?
- c) Whether or not granting the variance will:
  - 1) Impair an adequate supply of light and air to adjacent property?
  - 2) Substantially increase congestion in adjacent public streets?
  - 3) Endanger the public safety?
  - 4) Substantially diminish or impair property values within the vicinity?
- d) Whether the variance requested is the minimum variance that would alleviate the practical difficulties?
- e) Whether or not the variance requested is consistent with this chapter and the City's Comprehensive Plan?
- f) Whether or not granting the variance requested provides for a reasonable and practical solution that eliminates the practical difficulties?

**ATTEST:**

**ADOPTED** this xxth day of xxxxxx, xxxx

\_\_\_\_\_  
Linda Rappe, City Clerk

\_\_\_\_\_  
xxxxxxxxxx, Mayor

The motion for the adoption of the foregoing resolution was made by Council Member xxxx and duly seconded by Council Member xxxx. Upon a vote being taken, the following members voted in favor thereof: xxxxx. Those against same: xxxxx.



# HOUSTON'S FIRST SUBDIVISION

INSTRUMENT OF DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: That PARADISE BROTHERS LLC, a limited liability company, and Home Federal Savings Bank, a federally chartered stock savings bank (Mortgagee), being owner's of the following described property situated in the County of Dodge, State of Minnesota, to wit:

That part of the Southeast Quarter Section 28, Township 107 North, Range 16 West, Dodge County, Minnesota, described as follows:

Commencing at the Southeast Corner of the Southeast Quarter of said Section 28; thence North 00 degrees 11 minutes 22 seconds West (Note: All bearings are base on the Dodge County Coordinate System, NAD '83, Adjusted 1996), along the East line of said Southeast Quarter, a distance of 660.00 feet to the North line of the South half of the South half of said Southeast Quarter, being the Point of Beginning; thence North 89 degrees 41 minutes 44 Seconds West, along said North line, 1107.02 feet to the East Right of Way line of 5TH AVENUE NE; thence North 00 degrees 03 minutes 43 Seconds, along said East Right of Way line, 323.95 feet to the South line of the North 1650.00 feet being parallel with the North line of said Southeast Quarter; thence 89 degrees 54 minutes 22 Seconds, along said South line, 1106.27 feet to the East line of said Southeast Quarter, thence South 00 degrees 11 minutes 22 Seconds East, along said East line, 328.02 feet to the Point of Beginning.

Containing 8.28 Acres more or less.

Has caused the same to be surveyed and platted as HOUSTON'S FIRST SUBDIVISION and do hereby dedicate to the public for public use the thoroughfares and also dedicate the easements as shown on this plat for drainage and utility purposes only.

In witness whereof said PARADISE BROTHERS LLC, a limited liability company, has caused these presents to be signed by its proper officer this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_ its \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, PARADISE BROTHERS LLC, a limited liability company.

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

My Commission Expires \_\_\_\_\_

In witness whereof said Home Federal Savings Bank, a federally chartered stock savings bank, has caused these presents to be signed by its proper officer this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

by \_\_\_\_\_ its \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ the \_\_\_\_\_, MN.

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

My Commission Expires \_\_\_\_\_

CITY APPROVAL  
STATE OF MINNESOTA  
COUNTY OF DODGE  
CITY OF KASSON

We do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ the accompanying plat was dully approved by the Common Council of the City of Kasson, Minnesota. In testimony whereof, we have hereunto signed our names this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Administrator

CITY OF KASSON PLANNING AND ZONING COMMISSION

Approved by the Planning Commission of the City of Kasson, Minnesota, at a meeting thereof, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Commission Chairperson

COUNTY SURVEYOR

Pursuant to Chapter 389.09, laws of Minnesota, this plat has been approved, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Lisa M. Hanni, Dodge County Surveyor

DODGE COUNTY AUDITOR/TRESURER

Taxes payable in the year 20\_\_\_\_, on the land herein described, have been paid; there are no delinquent taxes and transfer has been entered on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Dodge County Auditor/Treasurer

Document Number \_\_\_\_\_

I hereby certify that this instrument was filed in the Office of Property Records and Licensing for the record on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_ m. and was duly recorded in Dodge County Records.

\_\_\_\_\_  
Dodge County Recorder

SURVEYOR'S CERTIFICATE

I hereby certify that I have surveyed and platted the property described on this plat as KASSON INDUSTRIAL PARK THREE; that this plat is a correct representation of the boundary survey, that all mathematical data and labels are correctly designated on the plat; that all monuments depicted on the plat have or will be correctly set within one year as indicated on the plat; that all water boundaries and wet lands as defined in MS 505.01, Subd. 3, existing as of the date of this certification are shown and labeled on the plat; and that all public ways are shown and labeled on the plat.

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

\_\_\_\_\_  
Timothy A. Hruska, Land Surveyor  
Minnesota License No. 44930

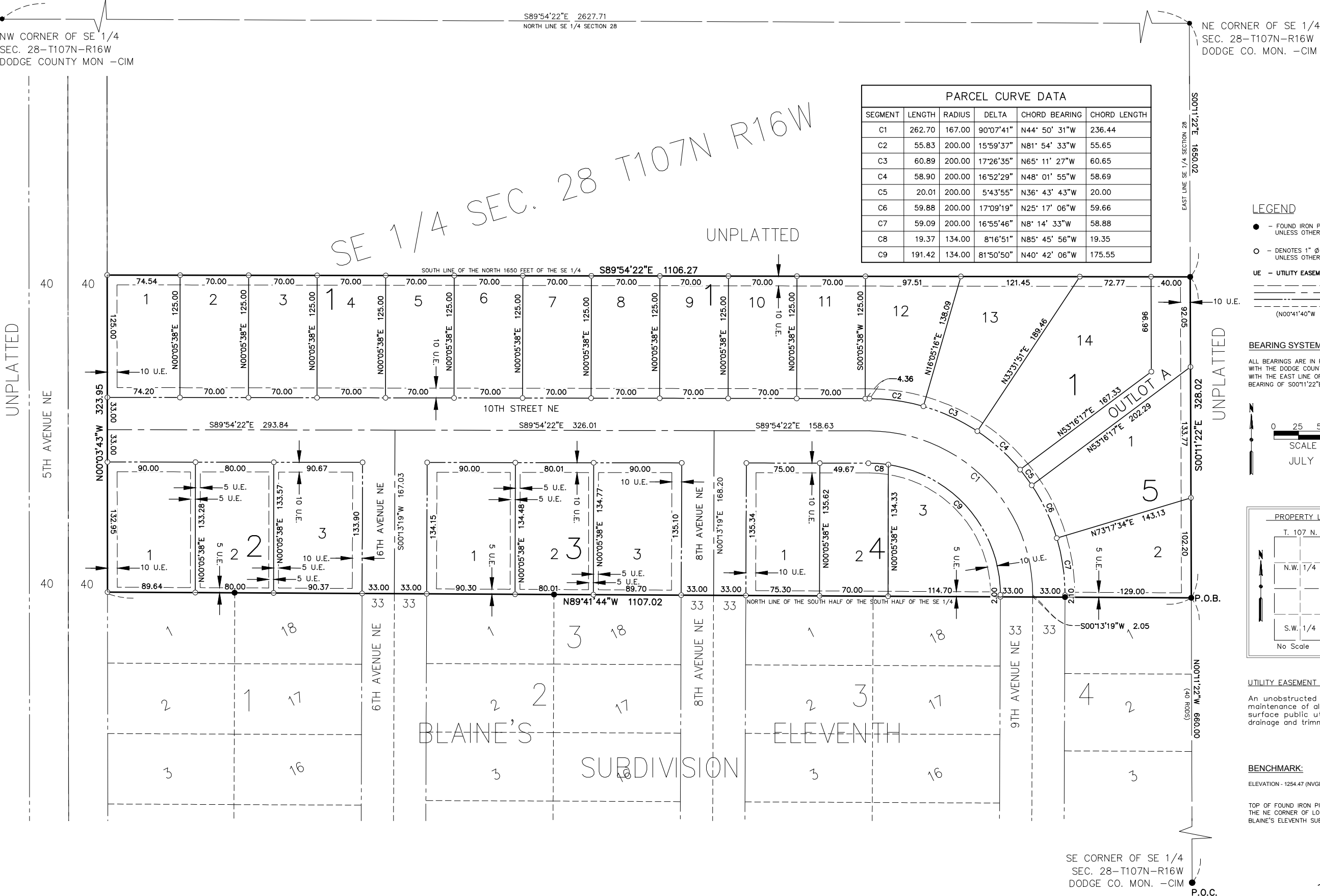
STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_.

The foregoing Surveyor's Certificate was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by Timothy A. Hruska, Minnesota License No. 44930.

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

My Commission Expires \_\_\_\_\_

# HOUSTON'S FIRST SUBDIVISION



**APPLICATION FOR ZONING MAP AMENDMENT**

Fee Paid \$ \_\_\_\_\_

Date Filed \_\_\_\_\_

Street Address of Property \_\_\_\_\_ 403 South Mantorville Avenue South \_\_\_\_\_

Legal Description of Property \_\_\_\_\_ See Attached \_\_\_\_\_

Owner's Name \_\_\_\_\_ Casey's Retail Company \_\_\_\_\_ Phone 515-446-6714 \_\_\_\_\_

Address \_\_\_\_\_ One SE Convenience Blvd, Ankeny IA, 50021 \_\_\_\_\_

Description of Request \_\_\_\_\_ Casey's Retail Company is proposing to demolish existing buildings on Lots 2,3,4,5,6,7 and 8 of Block Thirty-one (31) and Construct a new convenience store/fuel station along with associated parking, lighting, and utilities. \_\_\_\_\_

Reason(s) for Request \_\_\_\_\_ Site will need to be re-zoned to allow a convenience store/fuel station \_\_\_\_\_

Present Zoning Classification \_\_\_\_\_ R-2 \_\_\_\_\_

Existing Use of Property \_\_\_\_\_ Residential Homes \_\_\_\_\_

Signature of Applicant \_\_\_\_\_ *Marni Bau* \_\_\_\_\_ Date \_\_\_\_\_ *6/13/18* \_\_\_\_\_

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**FOR OFFICE USE ONLY**

Recommended \_\_\_\_\_ Denied \_\_\_\_\_ by the Planning Commission on \_\_\_\_\_.

Approved \_\_\_\_\_ Denied \_\_\_\_\_ by the City Council on \_\_\_\_\_.

If approved, the following conditions were prescribed:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

If denied, denial was for the following reason(s): \_\_\_\_\_

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

**PROCEDURES.**

The procedure for a property owner to initiate a rezoning or district regulation change applying to this property is as follows:

1. The property owner or his agent shall meet with the Zoning Administrator to explain the situation, learn the procedures, and obtain an application form.
2. The applicant shall file the completed application form together with required exhibits with the Zoning Administrator and shall pay a filing fee as established by the Council.
3. The Zoning Administrator shall review the application and within ten (10) business days after receiving the application shall notify the applicant in writing if the application is not complete and what additional information is required.
4. The City shall take action to approve or deny the application within sixty (60) days of receiving a completed application. If the City cannot take action to approve or deny the application with sixty (60) days of receiving the completed application the City may extend the timeline for taking action before the end of the initial 60-day period by providing written notice of the extension to the applicant. The notification shall state the reasons for the extension and its anticipated length, which may not exceed sixty (60) days unless approved by the applicant in writing.
5. When the Zoning Administrator determines the application to be complete, the Zoning Administrator shall set the date for a public hearing and shall have notices of such hearing published in the legal newspaper at least once, not less than ten (10) days and not more than thirty (30) days prior to said hearing. The Council may waive the mailed notice requirements for a City-wide amendment to this ordinance initiated by the Planning Commission or City Council.
6. The Zoning Administrator shall transmit the application and required exhibits to the Planning Commission and shall notify all property owners within the affected zone and within 350 feet of the outer boundaries of the property in questions; however, failure of any property owner to receive such notification shall not invalidate the proceedings.
7. The Planning Commission shall hold the public hearing, and may table the application for further investigation if necessary, or the Commission shall recommend to the Council one of the three actions, - approval, conditional approval or denial.
8. The Council shall act upon the application within thirty (30) days after receiving the recommendation of the Planning Commission.
9. No application of a property owner for an amendment to the text of this ordinance or the zoning map shall be considered by the Planning Commission within the one year period following a denial of such request, except the Planning Commission may permit a new application, if in the opinion of the Planning Commission new evidence or a change of circumstances warrant it.

**REQUIRED EXHIBITS FOR ZONING MAP AMENDMENTS**

The following exhibits shall be required for rezoning or district regulation changes initiated by property owners:

Y \_\_\_\_\_ N \_\_\_\_\_  
Y \_\_\_\_\_ N \_\_\_\_\_  
Y \_\_\_\_\_ N \_\_\_\_\_  
Y \_\_\_\_\_ N \_\_\_\_\_

1. A completed application form.
2. A preliminary building and site development plan, if necessary the Planning Commission or Council may also require a boundary survey of the property.
3. Evidence of ownership or enforceable option on the property.
4. Other items as required by the City

**NOTE: SUBMITTAL OF THE REQUIRED INFORMATION DOES NOT GUARANTEE THE ISSUANCE OF A REZONE. ADDITIONAL INFORMATION MAY BE NEEDED OR CONDITIONS MAY EXIST THAT WOULD PREVENT THE ACTUAL GRANTING OF A REZONE.**

Existing Legal Descriptions:

PARCEL A:

Lot Three (3) and the North two (2) feet of Lot Five (5), in Block Thirty-one (31), Original Plat, City of Kasson, Dodge County, Minnesota, except that part of Lot 3 and the North 2 feet of Lot 5, which lies easterly of a line run parallel and distance 40 feet westerly of the center of a line of Mantorville Avenue as platted and taken for highway purposes.

PARCEL B:

Lot Seven (7); and, except the North 2 feet thereof, all of Lot Five (5), Block Thirty-one (31), Original Plat, City of Kasson, Dodge County, Minnesota Except that part of the above described property which lies Easterly of a line run parallel with and distant 40 feet westerly of the center line of Mantorville Ave as platted

ALSO DESCRIBED AS:

Lot Five (5) except the East 7 feet and the North 2 feet of Lot Five (5); and, except the East 7 feet, all of Lot Seven (7), Block Thirty-one (31), Original Plat, City of Kasson, Dodge County, Minnesota

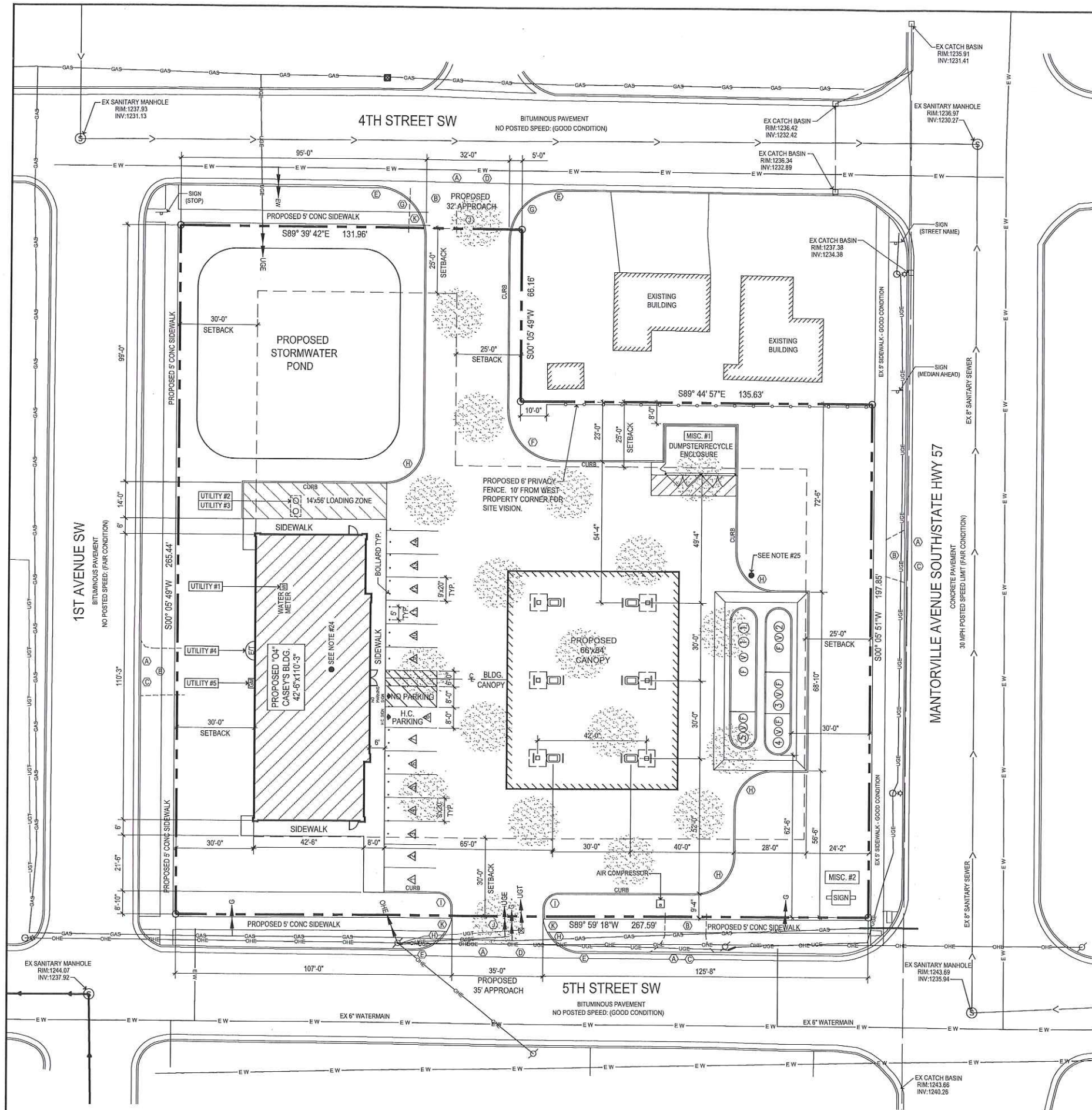
PARCEL C:

Lots Two (2) and Four (4), Block Thirty-one (31), Village of Kasson, Dodge County, Minnesota

PARCEL D:

Lots Six (6) and Eight (8), Block Thirty-one (31), Original Plat, City of Kasson, Dodge County, Minnesota





General Notes

- 1. RELATED SHEETS: FOR ADDITIONAL INFORMATION NOT DIRECTLY REFERENCED, SEE CIVIL PLANS DONE BY DESIGN TREE ENGINEERING AND LAND SURVEYING.
- 2. ZONING: Existing Zoning: R-2 Proposed Zoning: C-2 Maximum Building Height: 35 Feet Minimum Property Setbacks: Front: 25 Feet Side: 25 Feet Rear: 30 Feet Required Green Space: None Listed Minimum Lot Area: 5,000 SF Zoning: Theresa Coleman, City Administrator Ph: 507-634-6320
- 3. PARKING REQUIREMENT: Six off street parking spaces, plus three off street parking spaces for each fuel pump. 24 spaces required Provided: 16 marked stalls & 12 unmarked at gas islands = 28

Legend

- MARKED PARKING SPACES (PAINT LINES AS INDICATED)
- GASOLINE PUMP PARKING SPACES (DO NOT PAINT LINES OR OTHERWISE MARK)
- CONCRETE PAVING OR SIDEWALKS (32,266 SQ. FT.)
- AREA TO BE SOD
- AREA LIGHTS (0 SHOWN) REFER TO LIGHTING PLAN TO BE DONE BY LSI

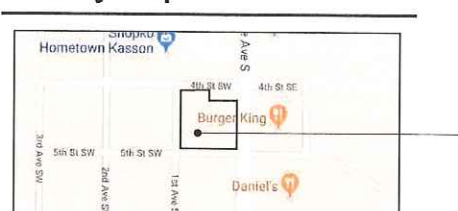
Utility Note

- 1) WATER SERVICE: 2" COPPER, C5-200 psi
- 2) SANITARY SEWER: PROPOSED 6" SANITARY SEWER CONNECTION INTO EXISTING SANITARY SEWER MAIN. 6" SCH 40 PVC
- 3) PROPOSED 1,000-GAL. GREASE INTERCEPTOR: 2 MANHOLES. BELOW GRADE
- 4) ELECTRICAL & TELEPHONE: 3 PHASE, 120/208 VOLTS, 4 WIRE 8 LINES, 20 PAIR
- 5) GAS SERVICE 1.5" SCHEDULE 40 IRON PIPE GAS SERVICE CONNECTION CONNECTED LOAD IS 680 MBH TOTAL CONNECTED LOAD IS 680,000 BTU 618 CUFT. HR. HOUSE PRESSURE IS 7" W.C.

Misc. Note

- MISC. #1: DUMPSTER AREA - 6' HEIGHT - BRICK 4-8" GATES AND 3" SERVICE GATE INSTALLED ON CONCRETE PAD W/CURBS.
- MISC. #2: 4-PRODUCT HORIZONTAL PYLON SIGN REQUIRED TO BE 5' FROM PROPERTY LINES. REQUIRED TO BE MIN. 10' FROM OHP LINES.

Vicinity Map



General Construction Notes

- 1.) 2 - 30,000 GALLON DOUBLE WALL FIBERGLASS TANKS. TANK 1-22,000 GALLON (B7E) TANK 2-14,000 GALLON (DIESEL) TANK 3-8,000 GALLON (B7E) TANK 4-8,000 GALLON (B7C) TANK 5-8,000 GALLON (B8S)
- 2.) TANK SETTING DETAILS PAGE QF-301
- 3.) FILL PIPE AND MANHOLE DETAIL PAGE QF-301
- 4.) CIRCUIT BREAKER PANEL PAGE E-501
- 5.) REFRIGERATION WIRING PAGE QR-602
- 6.) GILBARCO WIRING PAGE QF-601
- 7.) GAS ISLAND SIZE - 6 @ 3'x5' WIDUAL GUARD PIPE
- 8.) GASOLINE - 6 GILBARCO 700 S DISPENSERS - BLENDED 2-NG1 4 NOZZLES & 8 METERS EACH 4-NJ 6 NOZZLES & 8 METERS EACH
- 9.) ISLAND DETAILS PAGE AL-501
- 10.) ISLAND CONDUIT DETAIL PAGE E-602
- 11.) DO NOT PLACE PRODUCT PIPING UNDER ISLAND
- 12.) 18" MIN. FROM TANK PIPING TO FINISH SURFACE
- 13.) SIGN BASE DETAILS PAGE AL-601
- 14.) SIGN DETAILS PAGE AL-601
- 15.) DRIVEWAY JOINTS TO BE PACKED & CAULKED
- 16.) CONCRETE DRIVE TROWELED WITH LIGHT BROOM FINISH
- 17.) CONTROL JOINTS - MIN. 100 sq.ft. - MAX. 125 sq.ft. - 25% DEEP
- 18.) CONSTRUCTION JOINTS - PINNED 4" O.C. 12" EACH WAY WITH 1/2" REBAR #4
- 19.) APPROACHES TO BE 7" NON-REINFORCED OR AS PER STATE/CITY SPEC.
- 20.) SLOPE MAX. 2% FOR BUILDING SIDEWALK, H.C. PARKING 1:50 ALL DIRECTIONS
- 21.) ALL ACCESSIBLE STRIPING AT 45 DEGREE ANGLE BEING MAX. 4' SEPARATION
- 22.) RUN VENT LINES UP SEPARATE CANOPY COLUMN. VERIFY
- 23.) VERIFY ALL UTILITY LOCATIONS AND DIMENSIONS.
- 24.) CANOPY FOOTING: SIZE 8'-3" LENGTH X 6'-3" WIDTH X 3'-0" DEPTH. CONCRETE: MINIMUM COMPRESSIVE STRENGTH OF FC-3000 p.s.i. REBAR CAGE: (8) #6 HORIZONTAL TIES LENGTH WISE TOP AND BOTTOM 12" MAXIMUM SPACING
- 25.) 3 FUEL DISPENSERS FALL WITHIN A 100 FOOT RADIUS OF THE EMERGENCY SHUTOFF LOCATED INSIDE AT THE SALES COUNTER FOR THE CONVENIENCE OF STAFF.
- 26.) FIVE 5 FUEL DISPENSERS FALL WITHIN A 100 FOOT RADIUS OF THE EMERGENCY SHUTOFF LOCATED ON A POST AT THE CURB.
- 28.) IRRIGATION REQUIRED WITH RAIN SENSOR MOUNTED ON BACK RAILING OF ROOF.

U.G.S.T. Notes

- FILL WSPILL CONTAINMENT & OVERSPILL PROTECTION (TYP)
- 1) 2) 3) 4) TURBINE ENCLOSURE TYP. CONTAINS: SUB-PUMP WILNE LEAK DETECTION, TANK PROBE FOR FUEL MONITORING, INTERSTITIAL SENSOR AND TANK SUMP SENSOR
- V VENT WSPILL CONTAINMENT & EXTRACTOR
- SUMP SENSOR @ EACH DISPENSER

Legal Description:

PARCEL A: Lot Three (3) and the North two (2) feet of Lot Five (5), in Block Thirty-one (31), Original Plat, City of Kasson, Dodge County, Minnesota, except that part of Lot 3 and the North 2 feet of Lot 5, which lies easterly of a line run parallel and distance 40 feet westerly of the center of a line of Mantorville Avenue as platted and taken for highway purposes.

PARCEL B: Lot Seven (7); and, except the North 2 feet thereof, all of Lot Five (5), Block Thirty-one (31), Original Plat, City of Kasson, Dodge County, Minnesota Except that part of the above described property which lies Easterly of a line run parallel with and distant 40 feet westerly of the center line of Mantorville Ave as platted

ALSO DESCRIBED AS: Lot Five (5) except the East 7 feet and the North 2 feet of Lot Five (5); and, except the East 7 feet, all of Lot Seven (7), Block Thirty-one (31), Original Plat, City of Kasson, Dodge County, Minnesota

PARCEL C: Lots Two (2) and Four (4), Block Thirty-one (31), Village of Kasson, Dodge County, Minnesota

PARCEL D: Lots Six (6) and Eight (8), Block Thirty-one (31), Original Plat, City of Kasson, Dodge County, Minnesota

Keyed Construction Notes

- NOTICE: ALL WORK IN/ON THE R.O.W. AREA IS SUBJECT TO THE CITY OF KASSON SPECIFICATIONS.
- A SAW CUT EDGE OF PAVEMENT (FULL DEPTH)
  - B REMOVE EXISTING APPROACH
  - C PROPOSED NEW CURB & GUTTER. TIE INTO & MATCH EXISTING
  - D PROPOSED NEW DEPRESSED CURB & GUTTER
  - E TIE INTO AND MATCH EXISTING CURB & GUTTER
  - F PROPOSED NEW 30' CURBED RADIUS
  - G PROPOSED NEW 20' CURBED RADIUS
  - H PROPOSED NEW 15' CURBED RADIUS
  - I PROPOSED NEW 6' CURBED RADIUS
  - J MAINTAIN 2% MAX. CROSS-SLOPE IN SIDEWALK THRU APPROACH
  - K DETECTABLE SIDEWALK MAT - VERIFY WITH CITY

NOTE: SYMBOL INDICATES EXISTING UTILITY TO EXISTING STRUCTURE TO BE REMOVED OR DISCONNECTED BY APPROPRIATE CONTRACTOR. VERIFY WITH UTILITY COMPANY REPRESENTATIVE.

## **REAL ESTATE PURCHASE AGREEMENT**

**CASEY'S RETAIL COMPANY**  
One Convenience Boulevard S.E.  
Ankeny, IA 50021

***THIS IS A LEGALLY BINDING CONTRACT: IF NOT UNDERSTOOD, SEEK LEGAL ADVICE!***

Casey's Retail Company ("Buyer" or "Casey's"), hereby agrees to buy and Curbside Properties, LLC, a Minnesota limited liability company ("Seller"), of Kasson, Minnesota, hereby agrees to sell that certain real estate (the "Real Estate") located in or near the Town or City of Kasson, Dodge County, Minnesota, described on Exhibit "A" attached hereto and by this reference incorporated herein, the street addresses of which are 403 and 407 Mantorville Avenue South, Kasson, Dodge County, Minnesota, and which have a combined lot size of approximately 180 feet x 274 feet **together with** any easements and appurtenant servient estates and free from all liens and encumbrances, **subject to** only the following: (a) zoning and other ordinances acceptable to Buyer; (b) covenants of record acceptable to Buyer; and (c) easements of record for public utilities, roads and highways acceptable to Buyer; **provided** Buyer, on possession, is permitted to use the Real Estate to build and operate a convenience store which sells motor fuel, groceries, and prepared carry-out foods and has a package beer license, in accordance with Buyer's plan for development of the Real Estate. The terms and conditions of sale are as follows:

1. **Purchase Price.** The purchase price shall be [REDACTED]  
[REDACTED] (the "Purchase Price"), payable at Dodge County, Minnesota, as follows:
  - A. The sum of [REDACTED] shall be paid as a down payment, which shall be refunded to Casey's in the event this business transaction does not close (the "Earnest Money"). The Earnest Money shall be made payable to Atypical Title, Inc., 16 Mantorville Avenue North, #3, Kasson, Minnesota 55944 (hereinafter the "Title Company").
  - B. The entire balance of the Purchase Price remaining after the aforementioned payment has been made shall be paid in full at Closing, upon delivery of a warranty deed, duly executed and in proper form, conveying full marketable title to the Real Estate.
2. **Closing and Possession.** Provided all contingencies and conditions to which this Agreement is subject have then been satisfied in full or waived in writing by Buyer, the parties shall close this transaction on December 12, 2018 (the "Projected Date of Closing"), or on such earlier date as the parties may agree. In the event that all of said conditions and contingencies have not been so satisfied or waived as of the Projected Date of Closing, then, subject to the remaining terms of this Agreement, Buyer shall nevertheless continue to diligently pursue the satisfaction of such conditions and contingencies, and closing shall occur when all conditions and contingencies not waived have been met (the "Closing"). However, if any such condition or contingency remains materially unsatisfied as of 90 days after the Projected Date of Closing and has not been waived by Buyer, then in that event this Agreement shall be deemed terminated and



16. **Time of the Essence.** Time is of the essence in this Agreement.

17. **Construction.** In the construction of this Agreement, use of the singular shall include the plural, use of the plural shall include the singular, and the use of the neuter or any gender identifying words and phrases shall be deemed to include either or both genders, according to context.

18. **Exclusive Agreement.** Buyer and Seller agree that all understandings and agreements hereto had between them are merged in this Agreement, which alone fully and completely expresses their agreement, and that this Agreement is entered into after full investigation, neither Buyer nor Seller relying upon any statement or representation not embodied in this Agreement by the other.

19. **Amendments.** This Agreement may not be changed orally, but only by agreement in writing, duly executed by or on behalf of the party(ies) against whom enforcement of any waiver, change, modification, consent or discharge is sought.

20. **Adjacent Property.** The obligations of Buyer under this Agreement are contingent upon Buyer's contemporaneous closing on contracts to acquire one or more properties owned by a third-party or parties adjoining the Real Estate and/or easement rights over one or more such properties adjoining the Real Estate. ☒ YES ☐ NO

21. **Additional Provisions.** The additional provisions set forth on the Addendum attached hereto (if any) are an integral part of this Agreement.

An Addendum is Attached: YES ☐ NO

*If Seller is unsure of the effect the subject transaction may have, Seller should seek the advice of an attorney before signing.*

SELLER:

CURBSIDE PROPERTIES, LLC

By: Dave Wilcox  
Print Name: DAVE WILCOX  
Title: \_\_\_\_\_

2/26/18  
(date)

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
(date)




BUYER:

CASEY'S RETAIL COMPANY

By

  
Richardt T. Schappert, Vice President

  
(date)



**EXHIBIT "A"**

to the Purchase Agreement between Casey's Retail Company, Buyer, and Curbside Properties, LLC, Seller, dated February 26, 2018, with respect to the properties known as 403 and 407 Mantorville Avenue South, Kasson, Dodge County, Minnesota.

**Legal Description**

Lot 3 and the North 2 feet of Lot 5 in Block 31, Original Plat, City of Kasson, Dodge County, Minnesota, except that part of Lot 3 and the North 2 feet of Lot 5, which lies easterly of a line run parallel and distant 40 feet westerly of the center of a line of Mantorville Avenue as platted and taken for highway purposes.

AND

Lot 7 and, except the North 2 feet thereof, all of Lot 5, Block 31, Original Plat, City of Kasson, Dodge County, Minnesota, except that part of the above-described property which lies Easterly of a line run parallel with and distant 40 feet westerly of the center line of Mantorville Avenue as platted ALSO DESCRIBED AS: Lot 5, except the East 7 feet and the North 2 feet of Lot 5 and, except the East 7 feet, all of Lot 7, Block 31, Original Plat City of Kasson, Dodge County, Minnesota.

**Legal Description Subject to Refinement.** The parties acknowledge that the legal description and approximate dimensions of the Real Estate herein set forth may contain minor inaccuracies, may not be complete, or may lack definition which can only be provided through a survey. The parties agree that such legal description and dimensions of the Real Estate shall be subject to refinement, correction or completion, based on a plat or plat of survey made subsequent to the date of this Agreement, and/or further investigation of the title, before as well as after Closing of this transaction. This provision shall survive Closing.

**REAL ESTATE PURCHASE AGREEMENT**

**CASEY'S RETAIL COMPANY  
One Convenience Boulevard S.E.  
Ankeny, IA 50021**

***THIS IS A LEGALLY BINDING CONTRACT: IF NOT UNDERSTOOD, SEEK LEGAL ADVICE!***

Casey's Retail Company ("Buyer" or "Casey's"), hereby agrees to buy and Darlene Miller, a single person ("Seller"), of Kasson, Minnesota, hereby agrees to sell that certain real estate (the "Real Estate") located in or near the Town or City of Kasson, Dodge County, Minnesota, described on Exhibit "A" attached hereto and by this reference incorporated herein, the street address or location of which is 18 - 4<sup>th</sup> Street Southwest, Kasson, Dodge County, Minnesota, and which has a lot size of approximately 134 feet x 129 feet **together with any easements and appurtenant servient estates and free from all liens and encumbrances, subject to only the following: (a) zoning and other ordinances acceptable to Buyer; (b) covenants of record acceptable to Buyer; and (c) easements of record for public utilities, roads and highways acceptable to Buyer; provided Buyer, on possession, is permitted to use the Real Estate to build and operate a convenience store which sells motor fuel, groceries, and prepared carry-out foods and has a package beer license, in accordance with Buyer's plan for development of the Real Estate.** The terms and conditions of sale are as follows:

1. **Purchase Price.** The purchase price shall be [REDACTED] ("the Purchase Price"), payable at Dodge County, Minnesota, as follows:

- A. The sum of [REDACTED] shall be paid as a down payment, which shall be refunded to Casey's in the event this business transaction does not close (the "Earnest Money"). The Earnest Money shall be made payable to Atypical Title, Inc., 16 Mantorville Avenue North, #3, Kasson, Minnesota 55944 (hereinafter the "Title Company").
- B. The entire balance of the Purchase Price remaining after the aforementioned payment has been made shall be paid in full at Closing, upon delivery of a warranty deed, duly executed and in proper form, conveying full marketable title to the Real Estate.

2. **Closing and Possession.** Provided all contingencies and conditions to which this Agreement is subject have then been satisfied in full or waived in writing by Buyer, the parties shall close this transaction on December 12, 2018 (the "Projected Date of Closing"), or on such earlier date as the parties may agree. In the event that all of said conditions and contingencies have not been so satisfied or waived as of the Projected Date of Closing, then, subject to the remaining terms of this Agreement, Buyer shall nevertheless continue to diligently pursue the satisfaction of such conditions and contingencies, and closing shall occur when all conditions and contingencies not waived have been met (the "Closing"). However, if any such condition or contingency remains materially unsatisfied as of 90 days after the Projected Date of Closing and has not been waived by Buyer, then in that event this Agreement shall be deemed terminated and of no further force or effect, unless the parties agree in writing to further extend this Agreement.

16. **Time of the Essence.** Time is of the essence in this Agreement.

17. **Construction.** In the construction of this Agreement, use of the singular shall include the plural, use of the plural shall include the singular, and the use of the neuter or any gender identifying words and phrases shall be deemed to include either or both genders, according to context.

18. **Exclusive Agreement.** Buyer and Seller agree that all understandings and agreements hereto had between them are merged in this Agreement, which alone fully and completely expresses their agreement, and that this Agreement is entered into after full investigation, neither Buyer nor Seller relying upon any statement or representation not embodied in this Agreement by the other.

19. **Amendments.** This Agreement may not be changed orally, but only by agreement in writing, duly executed by or on behalf of the party(ies) against whom enforcement of any waiver, change, modification, consent or discharge is sought.

20. **Adjacent Property.** The obligations of Buyer under this Agreement are contingent upon Buyer's contemporaneous closing on contracts to acquire one or more properties owned by a third-party or parties adjoining the Real Estate and/or easement rights over one or more such properties adjoining the Real Estate. ☒ YES ☐ NO

21. **Additional Provisions.** The additional provisions set forth on the Addendum attached hereto (if any) are an integral part of this Agreement.

An Addendum is Attached: ☒ YES ☐ NO

At the time of signing of this document, Seller's marital status is:

☒ Single (including widowed, divorced and not remarried)

☐ Married

Seller further acknowledges that if married, her spouse's signature will be required on documentation pertaining to the subject transaction, including, but not limited to, this Agreement, any attached or subsequent Addendum, and conveyance documents.

*If Seller is unsure of the effect the subject transaction may have, Seller should seek the advice of an attorney before signing.*

SELLER:



Darlene Miller



(date)

BUYER:

CASEY'S RETAIL COMPANY

By:

  
Richard T. Schappert, Vice President

3/27/18  
(date)

**EXHIBIT "A"**

to the Purchase Agreement between Casey's Retail Company, Buyer, and Darlene Miller, Seller, dated \_\_\_\_\_, 2018, with respect to the property known as 18 — 4<sup>th</sup> Street Southwest, Kasson, Dodge County, Minnesota.

**Legal Description**

Lots 2 and 4 in Block 31 of the Village of Kasson, Dodge County, Minnesota.

**Legal Description Subject to Refinement.** The parties acknowledge that the legal description and approximate dimensions of the Real Estate herein set forth may contain minor inaccuracies, may not be complete, or may lack definition which can only be provided through a survey. The parties agree that such legal description and dimensions of the Real Estate shall be subject to refinement, correction or completion, based on a plat or plat of survey made subsequent to the date of this Agreement, and/or further investigation of the title, before as well as after Closing of this transaction. This provision shall survive Closing.

## **REAL ESTATE PURCHASE AGREEMENT**

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One Convenience Boulevard S.E.  
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  - B. The entire balance of the Purchase Price remaining after the aforementioned payment has been made shall be paid in full at Closing, upon delivery of a warranty deed, duly executed and in proper form, conveying full marketable title to the Real Estate.
2. **Closing and Possession.** Provided all contingencies and conditions to which this Agreement is subject have then been satisfied in full or waived in writing by Buyer, the parties shall close this transaction on December 12, 2018 (the "Projected Date of Closing"), or on such earlier date as the parties may agree. In the event that all of said conditions and contingencies have not been so satisfied or waived as of the Projected Date of Closing, then, subject to the remaining terms of this Agreement, Buyer shall nevertheless continue to diligently pursue the satisfaction of such conditions and contingencies, and closing shall occur when all conditions and contingencies not waived have been met (the "Closing"). However, if any such condition or contingency remains materially unsatisfied as of 90 days after the Projected Date of Closing and has not been waived by Buyer, then in that event this Agreement shall be deemed terminated and



16. **Time of the Essence.** Time is of the essence in this Agreement.

17. **Construction.** In the construction of this Agreement, use of the singular shall include the plural, use of the plural shall include the singular, and the use of the neuter or any gender identifying words and phrases shall be deemed to include either or both genders, according to context.

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19. **Amendments.** This Agreement may not be changed orally, but only by agreement in writing, duly executed by or on behalf of the party(ies) against whom enforcement of any waiver, change, modification, consent or discharge is sought.

20. **Adjacent Property.** The obligations of Buyer under this Agreement are contingent upon Buyer's contemporaneous closing on contracts to acquire one or more properties owned by a third-party or parties adjoining the Real Estate and/or easement rights over one or more such properties adjoining the Real Estate. ☒ YES ☐ NO

21. **Additional Provisions.** The additional provisions set forth on the Addendum attached hereto (if any) are an integral part of this Agreement.

An Addendum is Attached: YES ☐ NO

*If Seller is unsure of the effect the subject transaction may have, Seller should seek the advice of an attorney before signing.*

SELLER:

CURBSIDE PROPERTIES, LLC

By: Dave Wilcox

Print Name: DAVE WILCOX

Title: \_\_\_\_\_

2/26/18  
(date)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
(date)




BUYER:

CASEY'S RETAIL COMPANY

By

  
Richard T. Schappert, Vice President

  
(date)



**EXHIBIT "A"**

to the Purchase Agreement between Casey's Retail Company, Buyer, and Curbside Properties, LLC, Seller, dated February 26, 2018, with respect to the properties known as 403 and 407 Mantorville Avenue South, Kasson, Dodge County, Minnesota.

**Legal Description**

Lot 3 and the North 2 feet of Lot 5 in Block 31, Original Plat, City of Kasson, Dodge County, Minnesota, except that part of Lot 3 and the North 2 feet of Lot 5, which lies easterly of a line run parallel and distant 40 feet westerly of the center of a line of Mantorville Avenue as platted and taken for highway purposes.

AND

Lot 7 and, except the North 2 feet thereof, all of Lot 5, Block 31, Original Plat, City of Kasson, Dodge County, Minnesota, except that part of the above-described property which lies Easterly of a line run parallel with and distant 40 feet westerly of the center line of Mantorville Avenue as platted ALSO DESCRIBED AS: Lot 5, except the East 7 feet and the North 2 feet of Lot 5 and, except the East 7 feet, all of Lot 7, Block 31, Original Plat City of Kasson, Dodge County, Minnesota.

**Legal Description Subject to Refinement.** The parties acknowledge that the legal description and approximate dimensions of the Real Estate herein set forth may contain minor inaccuracies, may not be complete, or may lack definition which can only be provided through a survey. The parties agree that such legal description and dimensions of the Real Estate shall be subject to refinement, correction or completion, based on a plat or plat of survey made subsequent to the date of this Agreement, and/or further investigation of the title, before as well as after Closing of this transaction. This provision shall survive Closing.

## **Staff Planning Review**

### **Zoning Map Amendment Application**

“rezone” from R-2 to C-2

Includes:       Application  
                    Site Layout Plan  
                    Purchase Agreements

### **Zoning**

154.028 Zoning Amendments

Changes in the Goals of the City as  
reflected in the Comprehensive Plan or  
changes in conditions in the City.

Kasson Upward 2040 Comprehensive Plan

Figure 4.3 Future Land Use

Page 4-12 Downtown

Action Step 4.1

**APPLICATION FOR CONDITIONAL USE PERMIT**

Fee Paid \$ \_\_\_\_\_

Date Filed \_\_\_\_\_

Street Address of Property 403 South Mantorville Avenue South

Legal Description of Property See Attached

Owner's Name Casey's Retail Company Phone 515-446-6714

Address One SE Convenience Blvd, Ankeny IA, 50021

Applicant (if other than Owner):

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Description of Request Casey's Retail Company is proposing to demolish existing buildings on Lots 2,3,4,5,6,7 and 8 of Block Thirty-one (31) and Construct a new convenience store/fuel station along with associated parking, lighting, and utilities.

Reason(s) for Request Site will need to be re-zoned to allow a convenience store/fuel station

and new zoning will require a Conditional Use Permit for the Proposed Use.

Present Zoning Classification R-2

Existing Use of Property Residential Homes

Signature of Applicant Manni Bell Date 6/13/18

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**FOR OFFICE USE ONLY**

Date accepted \_\_\_\_\_

Recommended \_\_\_\_\_ Denied \_\_\_\_\_ by the Planning Commission on \_\_\_\_\_, 19\_\_

Approved \_\_\_\_\_ Denied \_\_\_\_\_ by the City Council on \_\_\_\_\_, 19\_\_

If approved, the following conditions were prescribed:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

If denied, denial was for the following reason(s): \_\_\_\_\_

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

**SECTION 24-18 CONDITIONAL USE PERMITS**

**PURPOSE.** The purpose of a conditional use permit is to permit a use that would not be appropriate generally but may be allowed with appropriate restrictions upon finding that (1) certain conditions as detailed in the Zoning Ordinance exist, and (2) the use or development conforms to the Comprehensive Plan, and (3) is compatible with the existing area.

**STANDARDS FOR GRANTING A CONDITIONAL USE PERMIT.** In making the determination whether or not the conditional use is to be allowed, the city shall consider (1) the effects of the proposed use on the Comprehensive Plan, (2) and the effects of the proposed use upon the health, safety and general welfare of occupants of surrounding lands. Among other thing, the City shall make the following findings where applicable:

1. The use will not create an excessive burden on existing parks, schools, streets and other public facilities which serve or are proposed to serve the area.
2. The use will be sufficiently compatible or separated by distance or screening from adjacent residentially zoned or used land so that existing homes will not be depreciated in value and there will be no deterrence to development of vacant land.
3. The structure and site shall have an appearance that will not have an adverse effect upon adjacent residential properties.
4. The use, in the opinion of the City, is reasonably related to the overall needs of the City and to the existing land use.
5. The use is consistent with the purpose of this ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use.
6. The use is not in conflict with the Comprehensive Plan of the City.
7. The use will not cause traffic hazards or congestion.
8. The traffic generated by the proposed use can be safely accommodated on existing or planned street systems; and the existing public roads providing access to the site will not need to be upgraded or improved by the City in order to handle the additional traffic generated by the use.
9. Adequate measures have been taken or are proposed to prevent or control offensive order, fumes, dust, noise, vibration or lighting which would otherwise disturb the use of neighboring property.
10. Adequate utilities, parking, drainage and other necessary facilities will be provided.
11. The proposed use will not impede the normal and orderly development or improvements of the surrounding property.
12. The proposed use will not be injurious to the use and enjoyment of other property in the neighborhood and will not significantly diminish or impair the values of such property.
13. The use will not disrupt the character of the neighborhood.

**REQUIRED EXHIBITS FOR CONDITIONAL USE PERMITS**

The following items shall be required:

- |         |         |   |
|---------|---------|---|
| Y _____ | N _____ | 1. A completed application form.  |
| Y _____ | N _____ | 2. An accurate boundary description of the property.  |
| Y _____ | N _____ | 3. Evidence of ownership or enforceable option on the property.   |
| Y _____ | N _____ | 4. A development plan of the property showing the existing or proposed buildings, streets, access roads, driveways, parking spaces and signs. |
| Y _____ | N _____ | 5. Landscaping and screening plans.   |
| Y _____ | N _____ | 6. Any additional information deemed necessary by the City to determine the suitability of the particular site for the proposed use.          |

**NOTE: SUBMITTAL OF THE REQUIRED INFORMATION DOES NOT GUARANTEE THE ISSUANCE OF A CONDITIONAL USE PERMIT. ADDITIONAL INFORMATION MAY BE NEEDED OR CONDITIONS MAY EXIST THAT WOULD PREVENT THE ACTUAL GRANTING OF A CONDITIONAL USE PERMIT.**

## Staff Planning Review and Recommendations

### Conditional Use Permit Application

Casey's General Store  
405 Mantorville Ave S

### Zoning

154.247 (B) Automobile Service Stations and including as an accessory use the sale of household and grocery convenience items and washing services

### Plat

Preliminary and Final Plat Approval  
10' Electric Utility Easement on east side of 1<sup>st</sup> Ave SW  
Access Easement for Parcel # 241004970  
94.027 Sidewalk  
Storm Water Rate Control and storm water pipe (underground retention)

### Bufferyards

154.252 All development in this district, when adjacent to a residential district and not separated therefrom by a street or alley, shall provide a buffer yard along the adjoining property line as specified in §154.060; fence adjacent residential property.

### Parking

154.080  
Gasoline-convenience store  
Six off-street parking spaces,  
Plus three off-street parking spaces for each  
fuel pump

### Utilities

Storm water management to meet the 2, 10, 100 year pre vs post storm water discharge  
Existing sanitary and water services not proposed to be used shall be capped at the main  
Acknowledge Well Head Protection Area for Well #4

### Streets

Traffic patterns to be discussed  
Right turn lanes at the 4<sup>th</sup> and 5<sup>th</sup> Street intersections  
No parking on east 125 feet of 4<sup>th</sup> and 5<sup>th</sup> Streets  
Adjacent streets to be chip sealed following construction  
Streets to be striped

### Comprehensive Plan

Building design and matching canopy that reflect Small Town Identity (example: Mantorville)

### Engineer

Final Review of Site and Grading Plan  
MnDOT planning review  
MnDOT Drainage permit  
Hydraulic Report  
NPDES Stormwater permit



FIGURE 4.5 DOWNTOWN KASSON



Downtown Kasson includes the core commercial area along Main Street as well as the industrial uses along the railroad and parcels along Mantorville Ave. (Hwy. 57).



Cultivate new housing types in downtown such as live-work spaces and artist lofts.



Encourage active street frontages- and cultivate a diverse mix of uses that brings people and activity to downtown throughout the day.

live-work situations (including personal or professional office, studios, workshops, and small-batch production) provided that business use of the property does not negatively impact the residential character of the neighborhood.

- » Non-residential uses such as civic institutions (school and churches) and parks may be allowed with appropriate site design and form.

## DOWNTOWN

Downtown Kasson continues to be the heart of the community. Downtown is such an important component in achieving the community's vision and guiding principles that it is addressed in its own section both within this chapter and in the next chapter, Community Building and Development. This chapter focuses on how to maintain and enhance the land use and character of downtown, while the next chapter explores the programs and activities that will strengthen downtown as an economic and quality of life generator.

While perhaps not every building is currently being fully utilized, nor the number or variety of commercial properties meeting community desires, this comprehensive plan recognizes that downtown Kasson has a good foundation. **The most important recommendation for downtown is that the community carefully consider how a future project will enhance or detract from the character of downtown.**

As in many communities, Kasson's downtown is distinctive in its character and pattern from the rest of the city. As the historic center, downtown has the entire range of land uses including residential, commercial, industrial, civic, institutional, and park. Downtown is a dense area of the community with

many buildings being built close to the street with sidewalks and predominantly on-street parking. Buildings generally range in height from one to three stories with many structures having more than one type of use.

In the comprehensive planning process the boundaries of downtown were set recognizing the **important influence that uses on the edge of the traditional commercial downtown core have on its success.** The boundary includes the core commercial area along Main Street as well as the industrial uses along the railroad, parcels of varying use along Mantorville Ave. (Hwy. 57), and a section of Masten Creek. The boundary was purposely extended south along Mantorville Avenue to Highway 14 to help build awareness of Downtown as a destination.

Downtown Kasson should continue to include the wide variety of uses within its downtown boundaries. Having a variety of land uses is important in creating an active, safe area both day and night. The mixing of uses also supports commercial uses in particular as industrial employees may eat and patronize retail establishments during the day and as they leave the community, while downtown residents support them in the evenings and on weekends.

As infill and redevelopment occurs in downtown, it is important that the historic character is sustained and built upon. New construction and renovations should evoke a similar character through site and building design features.

Expansion of parking in downtown should be carefully considered so as to not negatively impact the district's cohesiveness. While necessary for visitors and employees, surface parking lots generally detract from the pedestrian environment. As a result, parking should be located behind buildings rather than



between the front of a building and the street. Parking should be examined on a district basis whereby individual businesses do not have to have separate parking lots but contribute to a shared system. This is particularly useful for uses that have different peak hours, such as a theatre and an office. When additional parking is needed, structured parking should be considered to minimize the amount of buildings that must be removed in the downtown area.

#### DOWNTOWN DESIGN PRINCIPLES:

- » Encourage two to three-story buildings.
- » Buildings should possess components that offer protection to pedestrians, such as awnings and canopies.
- » Encourage the use of quality building materials that complement the existing historic architecture.
- » Encourage building orientation, height-to-width ratios and placement of door and window openings to be proportional to those of surrounding commercial buildings.
- » Maintain the existing downtown street grid so as to ensure the historic walkable character remains.
- » Avoid development of long stretches of blank, inactive building walls along streets by requiring active window spaces that allow views into and out of buildings.
- » Consider cultivating unique housing options in downtown such as live/work housing and artist lofts.
- » Concentrate the location of city-wide community uses and attractions, such as

civic buildings, museums, arts and cultural attractions, entertainment venues, community events, and gatherings in downtown.

- » Maintain an attractive, high quality streetscape that allows for safe and convenient traffic movements and efficient snow removal, and enhances pedestrian comfort and safety.
- » Integrate public art such as sculpture and murals, into the design of the public realm (parks, streets, storefronts, signage, etc.).
- » Maintain appropriate trail connections to the district for all users.
- » A clear wayfinding system within and connecting to downtown directs visitors to key destinations and public parking lots.

#### BUSINESS PARKS

Business parks are intended to provide a coordinated and planned environment for business uses including manufacturing, light industrial, research and design, or professional offices. They are broadly defined and are intended to cultivate economic growth through a job-rich and activity-rich development pattern.

The Comprehensive Plan envisions Kasson's industrial, manufacturing, and business climate to evolve over the next 20 years. Some of this change will come from new growth on raw land at the edge of the community. New growth will provide opportunities not otherwise available within the existing pattern. Infill development within existing business areas is important, not only from the efficient use of utilities and infrastructure, but also from a connectivity and district character perspective. Vacant lots are generally less attractive and are missing design elements such as sidewalks or landscaping that create



Murals and other forms of public art enliven the public realm in downtown.

#### WHAT WE'VE HEARD:

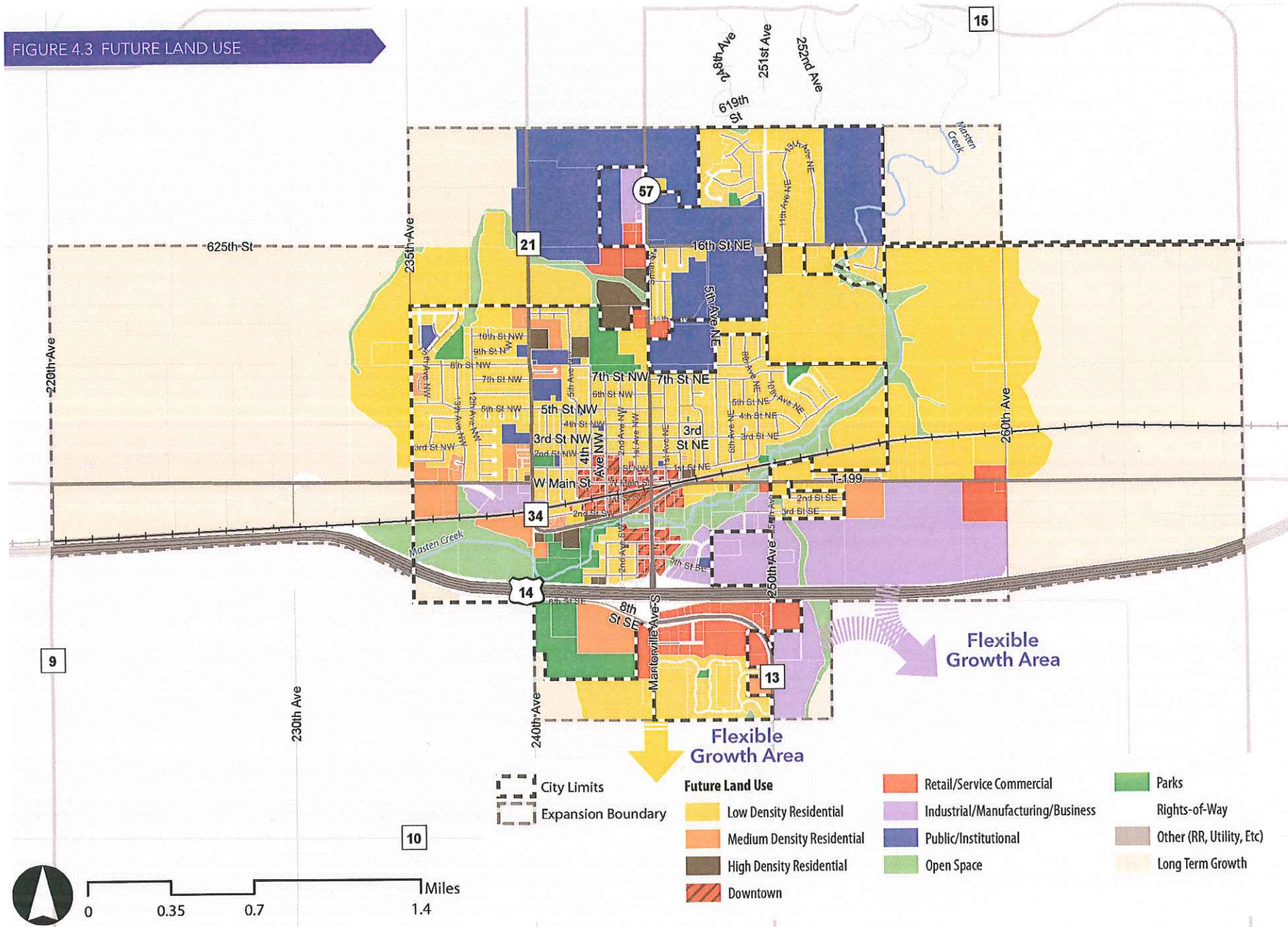
"Downtown needs a major revitalization in order to draw businesses. Some consistency with colors, store fronts, and expectations with renovations are needed in order to make sense for further expansions and growth."



Stormwater management should be thought of as an amenity and places for employees to walk should be considered.



FIGURE 4.3 FUTURE LAND USE



May 10, 2018

License: Pending  
Facility ID: 42818

Rick Fidler  
Casey's Retail Company  
3305 SE Delaware Ave.  
Ankeny, IA 50021

### NOTICE OF COMPLETED PLAN REVIEW

Dear Rick Fidler:

The Minnesota Department of Agriculture (MDA) has completed the review of food equipment and construction plans for the **Casey's General Store** located at **MN Hwy 57 and 5<sup>th</sup> St. SW, Kasson, MN 55944**. This review was based on the plans submitted with the application, including revisions agreed upon during discussions that occurred throughout the plan review process. Please see the summary of the review below which includes any revisions or deficiencies that must be addressed prior to the pre-operational inspection and licensing. Any additional revisions must be submitted for review and approval which may delay licensing.

**Construction of the food establishment or remodel may now begin.**

When construction is complete and all noted considerations or deficiencies are addressed please contact the area inspector to arrange a pre-operational inspection:

- **Jodie Burke, [Jodie.Burke@state.mn.us](mailto:Jodie.Burke@state.mn.us) and 507-450-3479.**

Ensure the inspector is provided a notice of opening at least 14 calendar days before the opening date as required by Minnesota Rule 4626.1750.

Note: The newly constructed or remodeled area cannot be stocked with food before approval is received from the pre-operational inspection.

**Project Description:** New construction of a 4,816 square foot convenience store.

**Menu:** Pizza, hot sandwiches, breakfast sandwiches, sub sandwiches to go, pasta, wraps, bakery items, appetizers, etc.

**Room Finish Schedule:**

	Floor & Cove Base*	Walls	Ceiling
<u>Kitchen</u>	<u>Ceramic tile, 6" integral ceramic tile cove base</u>	<u>FRP, Stainless steel on wall under hoods</u>	<u>Washable vinyl tile</u>
<u>Storage Room</u>	<u>Ceramic tile floor and base</u>	<u>FRP</u>	<u>Washable vinyl tile</u>
<u>Walk-in Coolers</u>	<u>Ceramic tile floor and base</u>	<u>Cooler panels</u>	<u>Cooler panels</u>
<u>Walk-in Freezers</u>	<u>Stainless steel floor &amp; base</u>	<u>Freezer panels</u>	<u>Freezer panels</u>
<u>Utility Room, Back Room</u>	<u>Ceramic tile, 4" rubber base</u>	<u>FRP</u>	<u>Washable vinyl tile</u>
<u>Custodian Room</u>	<u>Ceramic tile floor and base</u>	<u>FRP</u>	<u>Washable vinyl tile</u>
<u>Restrooms</u>	<u>Ceramic tile floor and base</u>	<u>Ceramic tile, painted gyp.</u>	<u>Washable vinyl tile</u>
<u>Customer Sales</u>	<u>Ceramic tile, 4" rubber base</u>	<u>Painted gypsum board, ceramic tile-beverage area</u>	<u>Ceiling tile, washable over food counter area</u>

Ice Room	Ceramic tile floor and base	FRP	Washable vinyl tile
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\*Proper cove base installation is very important. **Errors in installation can be costly and may delay pre-operational inspection approval.** Refer to page 12 of the "Retail Food Establishment Construction Guide" (which can be found at [www.mda.state.mn.us](http://www.mda.state.mn.us)) for specific direction.

#### **Deficiencies:**

- 1) No documentation of a *Report on Plumbing Plans* from the Minnesota Department of Labor and Industry (DLI) has been received by this department. Prior to the start of any plumbing work within the facility, the licensed plumber must submit plans to DLI for review and approval. Provide verification of the review and final inspection from the appropriate plumbing inspector prior to the preoperational and licensing inspection by the Minnesota Department of Agriculture food inspector.

#### **Revisions Agreed Upon (to be reviewed by inspector):**

- 1) The plans propose fiberglass reinforced plastic (FRP) as the wall covering for the lower portion of the wall under the kitchen hood. FRP lacks the clean-ability of stainless steel and therefore isn't approved as a wall covering under Type I hoods where the menu and cooking equipment typically create grease-laden vapors. Applicant agrees to install stainless steel on the wall under the hood from the hood down to the top of the cove base.

#### **Equipment Overview:**

All new and existing equipment submitted for use have been reviewed and approved as meeting applicable certification standards, except for items listed under *Deficiencies* below. Any domestic or equipment without applicable certification standards are not allowed **and will be ordered out.**

<b>Kitchen</b>			
<u>CaptiveAire hoods</u>	<u>Star-Max tenderloin fryer</u>	<u>Nu-Vu oven/proofer</u>	<u>Lincoln conveyor ovens</u>
<u>Belshaw donut fryer</u>	<u>Hatco hot hold cabinets</u>	<u>APW Wyott warmer</u>	<u>Delfield sub prep tables</u>
<u>ACP combination oven</u>	<u>NAI bun tray racks</u>	<u>Univex mixer</u>	<u>Boos stainless steel tables</u>
<u>Somerset dough roller</u>	<u>Pizza prep table/cooler</u>	<u>J.B. 3 compt. sink w/2 db</u>	<u>Hand wash sink w/side spls</u>
<u>Saber King veg processor</u>	<u>Stainless table w/prep sink</u>	<u>Lockwood bread cabinet</u>	<u>Snowman WI cooler/freezer</u>
<u>AMCO wire shelving</u>	<u>McCann's carbonator</u>	<u>Globe 5qt. mixer</u>	
<b>Retail Sales</b>			
<u>Amana microwave</u>	<u>Bunn coffee equipment</u>	<u>Curtis Cappuccino machine</u>	<u>Creamiser cream dispenser</u>
<u>Enduro soft drink dispenser</u>	<u>Cornelius ice coffee disp.</u>	<u>Taylor FCB dispenser</u>	<u>Bunn tea brewer</u>
<u>Bunn tea dispenser</u>	<u>Taylor soft serve machine</u>	<u>Horizon chewblet icemaker</u>	<u>Lozier bakery case</u>
<u>Counter hw sink w/s.spls.</u>	<u>Snowman WI cooler/freezer</u>	<u>Federal display coolers</u>	

#### **Water Heater:**

- 1) Rheem RTGH-C95DVL commercial tankless water heater

#### **Cabinets and Countertops:**

- 1) Food and beverage cabinets: solid surface countertops, plastic laminate inside and out, concrete base.

**Other Considerations:**

- 1) 12' CaptiveAire Type I hood system with a fire suppression system and tempered make-up air assembly will be installed over the Star-Max tenderloin fryer, Nu-Vu oven/proofer and Lincoln pizza conveyor ovens.
- 2) 4' CaptiveAire Type I hood system with fire suppression installed over the Belshaw Adamatic donut fryer.
- 3) All open sides of a canopy hood must overhang equipment by at least six (6) inches.
- 4) APW Wyott W43V countertop warmer is approved as a food warmer only and not as a cooker.
- 5) The Delfield sub sandwich prep tables have front and side sneeze guards.
- 6) A customer walk-in sales/storage cooler will be accessible in the retail sales area. This walk-in cooler will have a customer entrance and be stocked with cases of beverages such as soft drinks and water.
- 7) Mustee floor mounted mop basin will be installed in the Ice Room.
- 8) Applicant indicates municipal sewer and water services.

**The following items remain the responsibility of the establishment and are required as part of the retail food establishment licensing process.** The approval of the submitted food plans does not constitute an approval for any of these items:

- Ensure that all necessary permits are obtained from the local authorities;
- Submit plumbing plans to the Minnesota Department of Labor and Industry/local agency for review and approval prior to beginning any plumbing work;
- Coordinate final construction inspections with the **City of Kasson**.
  - Building inspections: **Jay Kruger, 507-282-8206**
  - Plumbing inspections: **Jay Kruger, 507-282-8206**
  - Electrical inspections: **Steven Roberts, 507-254-4272**

Be advised that the commissioner may withdraw the approval of a facility or equipment if hazards to human life exist or there is satisfactory evidence that the person to whom the approval was issued has used fraudulent or deceptive practices to evade or attempt to evade provisions of Chapter 34A.

Thank you for your cooperation throughout the plan review process. Please contact me at **651-201-6214** or [Richard.Bruecker@state.mn.us](mailto:Richard.Bruecker@state.mn.us) if you have any questions.

Sincerely,

*Richard Bruecker*

Rick Bruecker  
Food Standards Compliance Officer  
Minnesota Department of Agriculture  
Food & Feed Safety Division  
625 North Robert Street  
St. Paul, MN 55155

Initials: RB

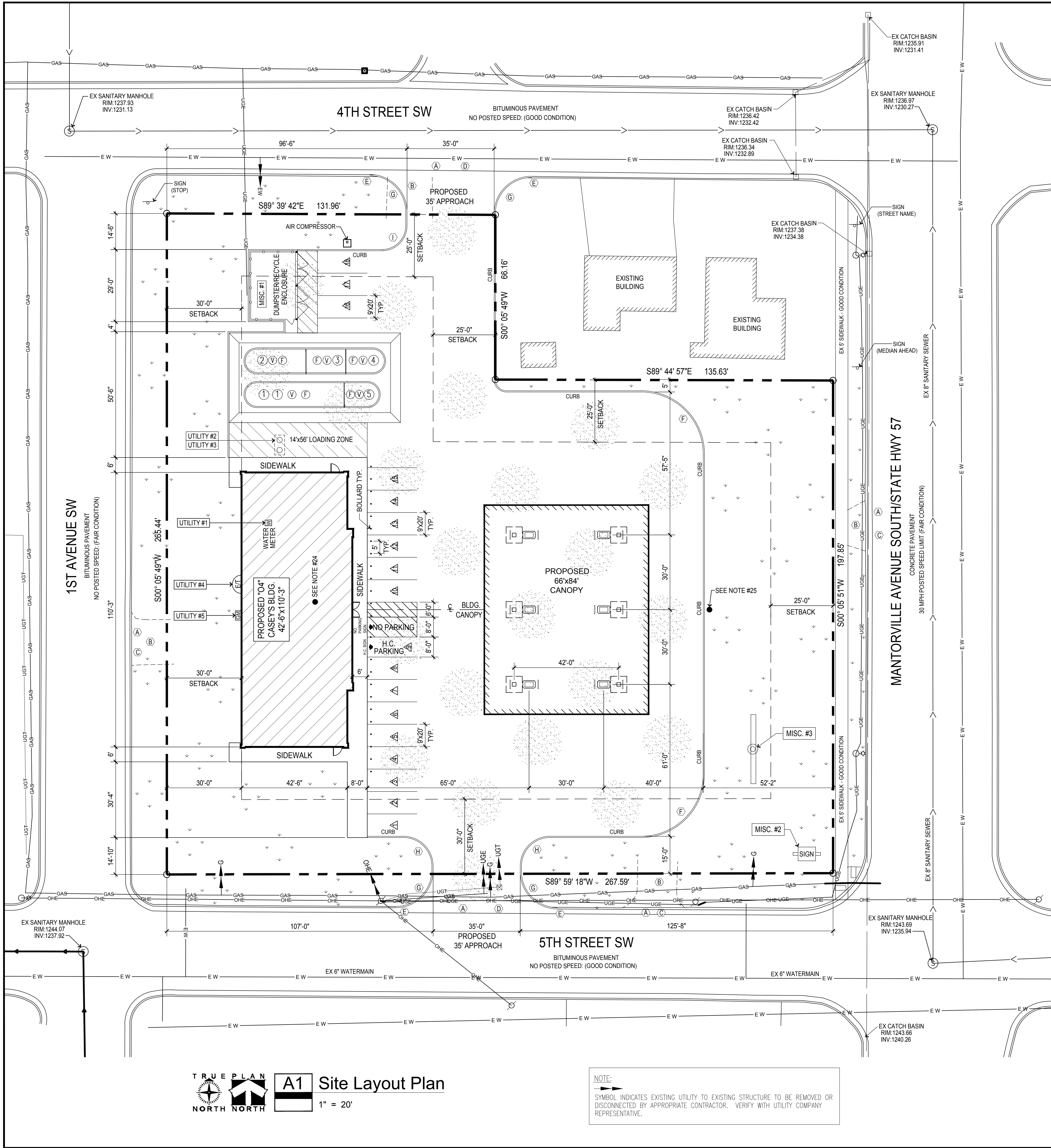
Enclosures: General Plan Review Guidance

eC: Dan Opsahl, Plan Review Supervisor  
Jodie Burke, Area Inspector  
Lorna Girard, Inspection Supervisor

May 10, 2018  
Casey's General Store, Kasson  
Page **4** of **4**

Jay Kruger, Building Official  
File





### General Notes

- 1. RELATED SHEETS:** FOR ADDITIONAL INFORMATION NOT DIRECTLY REFERENCED, SEE CIVIL PLANS DONE BY DESIGN TREE ENGINEERING AND LAND SURVEYING:
- 2. ZONING:**  
Existing Zoning: R-2  
Proposed Zoning: C-2
- Maximum Building Height: 35 Feet
- Minimum Property Setbacks:  
Front: 25 Feet  
Side: 25 Feet  
Rear: 30 Feet
- Required Green Space: None Listed
- Minimum Lot Area: 5,000 SF
- Zoning:  
Theresa Coleman, City Administrator  
Ph: 507-634-6320
- 3. PARKING REQUIREMENT:**  
Six off street parking spaces, plus three off street parking spaces for each fuel pump.  
24 spaces required  
Provided: 18 marked stalls & 12 unmarked at gas islands = 30

### Legend

- MARKED PARKING SPACES (PAINT LINES AS INDICATED)
- GASOLINE PUMP PARKING SPACES (DO NOT PAINT LINES OR OTHERWISE MARK)
- CONCRETE PAVING OR SIDEWALKS (35,585 SQ. FT.)
- AREA TO BE SOD
- AREA LIGHTS (0 SHOWN) REFER TO LIGHTING PLAN TO BE DONE BY LSI

### Utility Note

- 1) WATER SERVICE:  
2" COPPER, C5-200 psi
- 2) SANITARY SEWER:  
PROPOSED 6" SANITARY SEWER CONNECTION INTO EXISTING SANITARY SEWER MAIN.  
6" SCH 40 PVC
- 3) PROPOSED 1,000-GAL. GREASE INTERCEPTOR:  
2 MANHOLES.  
BELOW GRADE
- 4) ELECTRICAL & TELEPHONE:  
3 PHASE, 120/208 VOLTS, 4 WIRE  
8 LINES, 20 PAIR
- 5) GAS SERVICE  
1.5" SCHEDULE 40 IRON PIPE  
GAS SERVICE CONNECTION  
CONNECTED LOAD IS 680 MBH  
TOTAL CONNECTED LOAD IS 680,000 BTU  
618 CU/FT. HR.  
HOUSE PRESSURE IS 7" W.C.

### Misc. Note

- MISC. #1:  
DUMPSTER AREA - 6' HEIGHT CHAIN LINK W/VINYL SLATS  
4-6" GATES AND 3" SERVICE GATE INSTALLED ON CONCRETE PAD W/CURBS.
- MISC. #2  
3-PRODUCT HORIZONTAL PYLON SIGN  
REQUIRED TO BE 6' FROM PROPERTY LINES.  
REQUIRED TO BE MIN. 10' FROM OHP LINES.
- MISC. #3  
PROPOSED HIGH RISE SIGN

### Vicinity Map



### General Construction Notes

- 2 - 30,000 GALLON DOUBLE WALL FIBERGLASS TANKS.
- TANK 1-22,000 GALLON (87E)
- TANK 2-14,000 GALLON (DIESEL)
- TANK 3-8,000 GALLON (91E)
- TANK 4-8,000 GALLON (91C)
- TANK 5-8,000 GALLON (E85)
- TANK SETTING DETAILS PAGE QF-301
- FILL PIPE AND MANHOLE DETAIL PAGE QF-301
- CIRCUIT BREAKER PANEL PAGE E-501
- REFRIGERATION WIRING PAGE QR-602
- GILBARCO WIRING PAGE QF-601
- GAS ISLAND SIZE - 6 @ 3'x5' W/DUAL GUARD PIPE
- GASOLINE - 6 GILBARCO 700 S DISPENSERS - BLENDED 2=NG1 4 NOZZLES & 8 METERS EACH 4=N4 6 NOZZLES & 8 METERS EACH
- ISLAND DETAILS PAGE AL-501
- ISLAND CONDUIT DETAIL PAGE E-602
- DO NOT PLACE PRODUCT PIPING UNDER ISLAND
- 18" MIN. FROM TANK PIPING TO FINISH SURFACE
- SIGN BASE DETAILS PAGE AL-601
- SIGN DETAILS PAGE AL-601
- DRIVEWAY JOINTS TO BE PACKED & CAULKED
- CONCRETE DRIVE TROWELED WITH LIGHT BROOM FINISH
- CONTROL JOINTS - MIN. 100 sq.ft. - MAX. 125 sq.ft. - 25% DEEP
- CONSTRUCTION JOINTS - PINNED 4" O.C. 12" EACH WAY WITH 1/2" REBAR #4
- APPROACHES TO BE 7" NON-REINFORCED OR AS PER STATE/CITY SPEC.
- SLOPE MAX. 2% FOR BUILDING SIDEWALK, H.C. PARKING 1.50 ALL DIRECTIONS
- ALL ACCESS ISLE STRIPING AT 45 DEGREE ANGLE BEING MAX. 4' SEPARATION
- RUN VENT LINES UP SEPARATE CANOPY COLUMN. VERIFY
- VERIFY ALL UTILITY LOCATIONS AND DIMENSIONS.
- CANOPY FOOTING: SIZE 6'-3" LENGTH X 6'-3" WIDTH X 3'-0" DEPTH. CONCRETE: MINIMUM COMPRESSIVE STRENGTH OF FC-3000 p.s.i. CONCRETE REINFORCING: ASTM A-615 GRADE 60. REBAR CAGE: (8) #6 HORIZONTAL TIES LENGTH WISE TOP AND BOTTOM 12" MAXIMUM SPACING.
- 3 FUEL DISPENSERS FALL WITHIN A 100 FOOT RADIUS OF THE EMERGENCY SHUTOFF LOCATED INSIDE AT THE SALES COUNTER FOR THE CONVENIENCE OF STAFF.
- ALL 6 FUEL DISPENSERS FALL WITHIN A 100 FOOT RADIUS OF THE EMERGENCY SHUTOFF LOCATED ON A POST AT THE CURB.
- IRRIGATION REQUIRED WITH RAIN SENSOR MOUNTED ON BACK RAILING OF ROOF.

### U.G.S.T. Notes

- FILL CATCH BASIN W/ OVERSPILL PROTECTION (TYP.)
- TURBINE ENCLOSURE TYP. CONTAINS: SUB-PUMP W/LINE DETECTION, TANK PROBE FOR FUEL MONITORING, INCLUDING THE INTERSTITIAL SENSOR AND TANK SUMP SENSOR
- VENT EXTRACTOR W/BALL FLOAT FOR OVERFILL PROTECTION
- SUMP SENSOR @ EACH DISPENSER.

### Legal Description:

**PARCEL A:**  
Lot Three (3) and the North two (2) feet of Lot Five (5), in Block Thirty-one (31), Original Plat, City of Kasson, Dodge County, Minnesota, except that part of Lot 3 and the North 2 feet of Lot 5, which lies easterly of a line run parallel and distance 40 feet westerly of the center of a line of Mantorville Avenue as platted and taken for highway purposes.

**PARCEL B:**  
Lot Seven (7); and, except the North 2 feet thereof, all of Lot Five (5), Block Thirty-one (31), Original Plat, City of Kasson, Dodge County, Minnesota Except that part of the above described property which lies Easterly of a line run parallel with and distant 40 feet westerly of the center line of Mantorville Ave as platted

**ALSO DESCRIBED AS:**  
Lot Five (5) except the East 7 feet and the North 2 feet of Lot Five (5); and, except the East 7 feet, all of Lot Seven (7), Block Thirty-one (31), Original Plat, City of Kasson, Dodge County, Minnesota

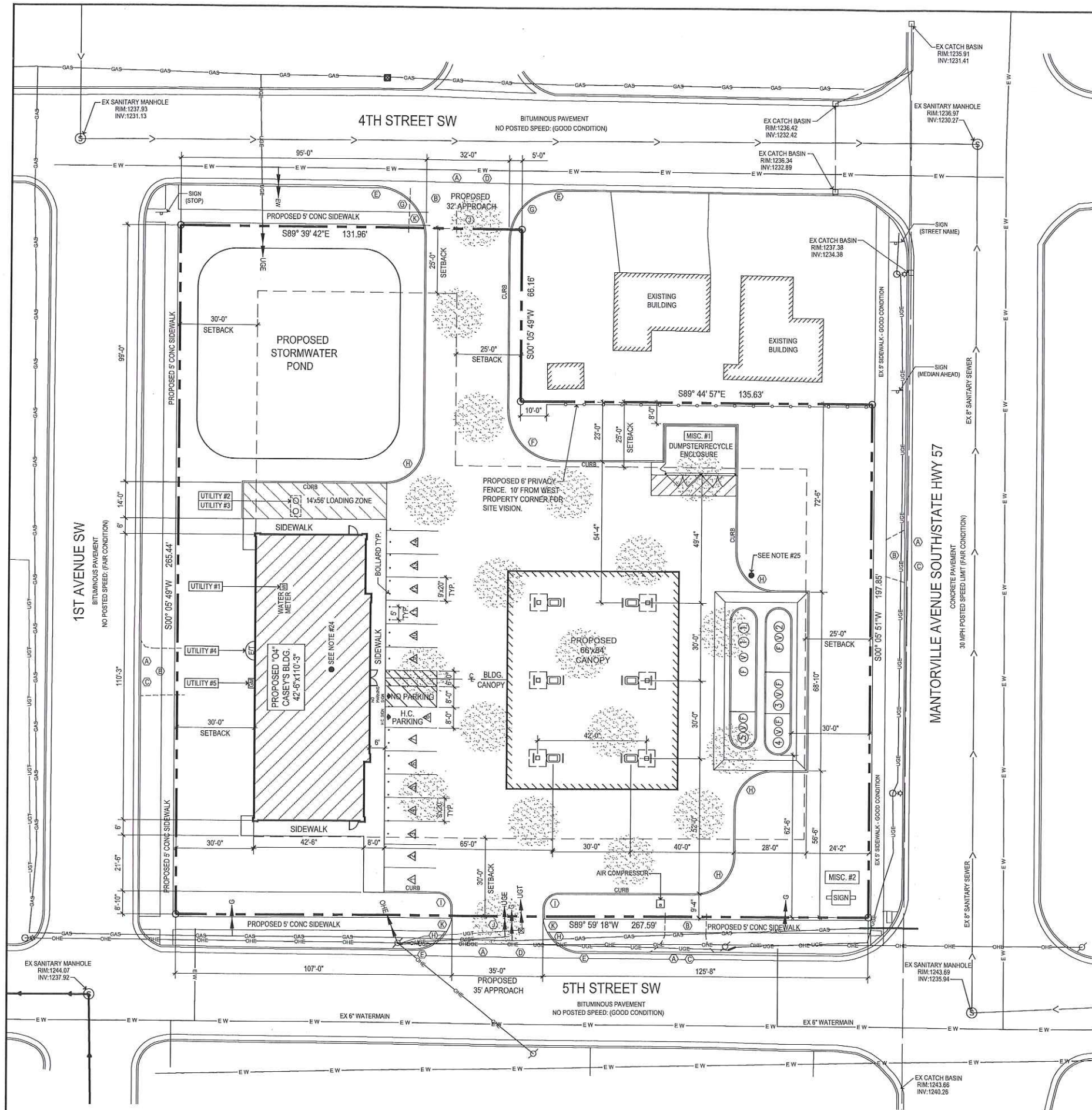
**PARCEL C:**  
Lots Two (2) and Four (4), Block Thirty-one (31), Village of Kasson, Dodge County, Minnesota

**PARCEL D:**  
Lots Six (6) and Eight (8), Block Thirty-one (31), Original Plat, City of Kasson, Dodge County, Minnesota

### Keyed Construction Notes

- NOTICE:** ALL WORK IN/ON THE R.O.W. AREA IS SUBJECT TO THE CITY OF KASSON SPECIFICATIONS.
- SAW CUT EDGE OF PAVEMENT (FULL DEPTH)
  - REMOVE EXISTING APPROACH
  - PROPOSED NEW CURB & GUTTER. TIE INTO & MATCH EXISTING
  - PROPOSED NEW DEPRESSED CURB & GUTTER
  - TIE INTO AND MATCH EXISTING CURB & GUTTER
  - PROPOSED NEW 30' CURBED RADIUS
  - PROPOSED NEW 15' CURBED RADIUS
  - PROPOSED NEW 12' CURBED RADIUS
  - PROPOSED NEW 10' CURBED RADIUS





General Notes

- 1. RELATED SHEETS: FOR ADDITIONAL INFORMATION NOT DIRECTLY REFERENCED, SEE CIVIL PLANS DONE BY DESIGN TREE ENGINEERING AND LAND SURVEYING.
- 2. ZONING: Existing Zoning: R-2 Proposed Zoning: C-2 Maximum Building Height: 35 Feet Minimum Property Setbacks: Front: 25 Feet Side: 25 Feet Rear: 30 Feet Required Green Space: None Listed Minimum Lot Area: 5,000 SF Zoning: Theresa Coleman, City Administrator Ph: 507-634-6320
- 3. PARKING REQUIREMENT: Six off street parking spaces, plus three off street parking spaces for each fuel pump. 24 spaces required Provided: 16 marked stalls & 12 unmarked at gas islands = 28

Legend

- MARKED PARKING SPACES (PAINT LINES AS INDICATED)
- GASOLINE PUMP PARKING SPACES (DO NOT PAINT LINES OR OTHERWISE MARK)
- CONCRETE PAVING OR SIDEWALKS (32,266 SQ. FT.)
- AREA TO BE SOD
- AREA LIGHTS (0 SHOWN) REFER TO LIGHTING PLAN TO BE DONE BY LSI

Utility Note

- 1) WATER SERVICE: 2" COPPER, C5-200 psi
- 2) SANITARY SEWER: PROPOSED 6" SANITARY SEWER CONNECTION INTO EXISTING SANITARY SEWER MAIN. 6" SCH 40 PVC
- 3) PROPOSED 1,000-GAL. GREASE INTERCEPTOR: 2 MANHOLES. BELOW GRADE
- 4) ELECTRICAL & TELEPHONE: 3 PHASE, 120/208 VOLTS, 4 WIRE 8 LINES, 20 PAIR
- 5) GAS SERVICE 1.5" SCHEDULE 40 IRON PIPE GAS SERVICE CONNECTION CONNECTED LOAD IS 680 MBH TOTAL CONNECTED LOAD IS 680,000 BTU 618 CUFT. HR. HOUSE PRESSURE IS 7" W.C.

Misc. Note

- MISC. #1: DUMPSTER AREA - 6' HEIGHT - BRICK 4-6" GATES AND 3" SERVICE GATE INSTALLED ON CONCRETE PAD W/CURBS.
- MISC. #2: 4-PRODUCT HORIZONTAL PYLON SIGN REQUIRED TO BE 5' FROM PROPERTY LINES. REQUIRED TO BE MIN. 10' FROM OHP LINES.

Vicinity Map



General Construction Notes

- 1.) 2 - 30,000 GALLON DOUBLE WALL FIBERGLASS TANKS. TANK 1-22,000 GALLON (B7E) TANK 2-14,000 GALLON (DIESEL) TANK 3-8,000 GALLON (B7E) TANK 4-8,000 GALLON (B7C) TANK 5-8,000 GALLON (B8S)
- 2.) TANK SETTING DETAILS PAGE QF-301
- 3.) FILL PIPE AND MANHOLE DETAIL PAGE QF-301
- 4.) CIRCUIT BREAKER PANEL PAGE E-501
- 5.) REFRIGERATION WIRING PAGE QR-602
- 6.) GILBARCO WIRING PAGE QF-601
- 7.) GAS ISLAND SIZE - 6 @ 3'x5' WIDUAL GUARD PIPE
- 8.) GASOLINE - 6 GILBARCO 700 S DISPENSERS - BLENDED 2-NG1 4 NOZZLES & 8 METERS EACH 4-NG1 6 NOZZLES & 8 METERS EACH
- 9.) ISLAND DETAILS PAGE AL-501
- 10.) ISLAND CONDUIT DETAIL PAGE E-602
- 11.) DO NOT PLACE PRODUCT PIPING UNDER ISLAND
- 12.) 18" MIN. FROM TANK PIPING TO FINISH SURFACE
- 13.) SIGN BASE DETAILS PAGE AL-601
- 14.) SIGN DETAILS PAGE AL-601
- 15.) DRIVEWAY JOINTS TO BE PACKED & CAULKED
- 16.) CONCRETE DRIVE TROWELED WITH LIGHT BROOM FINISH
- 17.) CONTROL JOINTS - MIN. 100 sq.ft. - MAX. 125 sq.ft. - 25% DEEP
- 18.) CONSTRUCTION JOINTS - PINNED 4" O.C. 12" EACH WAY WITH 1/2" REBAR #4
- 19.) APPROACHES TO BE 7" NON-REINFORCED OR AS PER STATE/CITY SPEC.
- 20.) SLOPE MAX. 2% FOR BUILDING SIDEWALK, H.C. PARKING 1:50 ALL DIRECTIONS
- 21.) ALL ACCESSIBLE STRIPING AT 45 DEGREE ANGLE BEING MAX. 4' SEPARATION
- 22.) RUN VENT LINES UP SEPARATE CANOPY COLUMN, VERIFY
- 23.) VERIFY ALL UTILITY LOCATIONS AND DIMENSIONS.
- 24.) CANOPY FOOTING: SIZE 8'-3" LENGTH X 6'-3" WIDTH X 3'-0" DEPTH. CONCRETE: MINIMUM COMPRESSIVE STRENGTH OF FC-3000 p.s.i. REBAR CAGE: (8) #6 HORIZONTAL TIES LENGTH WISE TOP AND BOTTOM 12" MAXIMUM SPACING
- 25.) 3 FUEL DISPENSERS FALL WITHIN A 100 FOOT RADIUS OF THE EMERGENCY SHUTOFF LOCATED INSIDE AT THE SALES COUNTER FOR THE CONVENIENCE OF STAFF.
- 26.) FIVE 5 FUEL DISPENSERS FALL WITHIN A 100 FOOT RADIUS OF THE EMERGENCY SHUTOFF LOCATED ON A POST AT THE CURB.
- 28.) IRRIGATION REQUIRED WITH RAIN SENSOR MOUNTED ON BACK RAILING OF ROOF.

U.G.S.T. Notes

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- V VENT WSPILL CONTAINMENT & EXTRACTOR
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  - H PROPOSED NEW 15' CURBED RADIUS
  - I PROPOSED NEW 6' CURBED RADIUS
  - J MAINTAIN 2% MAX. CROSS-SLOPE IN SIDEWALK THRU APPROACH
  - K DETECTABLE SIDEWALK MAT - VERIFY WITH CITY

NOTE: SYMBOL INDICATES EXISTING UTILITY TO EXISTING STRUCTURE TO BE REMOVED OR DISCONNECTED BY APPROPRIATE CONTRACTOR. VERIFY WITH UTILITY COMPANY REPRESENTATIVE.