



City Hall
1616 Humboldt Avenue
West St. Paul, MN 55118
651-552-4190
www.wspmn.gov

CONDITIONAL USE PERMIT APPLICATION

Filing Fee: \$275
Escrow Amount: \$400 (Residential)
\$800 (Commercial)
TOTAL FEES: \$ 1075.00

Office Use Only	
Case No:	<u>PC 19-15</u>
Date Received:	<u>11/22/19</u>
Receipt #	_____
60 Day Date:	<u>1/21/20</u>

Street Address of Parcel: 1140 ROBERT ST SOUTH, WEST SAINT PAUL, MN 55118

Name of Applicant: DAN SAAD

Phone # 651-457-1195

Address of Applicant: 1140 ROBERT ST SOUTH
W. ST. PAUL, MN 55118

Email: DAN@WAKOTA.ORG

Name of Owner: DAN SAAD

Phone # 651-457-1195

Address of Owner: 1140 ROBERT ST SOUTH
W. ST. PAUL, MN 55118

Email: DAN@WAKOTA.ORG

Legal/PID # 42-01700-61-032

Present Zoning: B-3

Proposed Use of Parcel: BUSINESS-CLINIC (<50 EMPLOYEES)

Zoning Section Authorizing CUP: 153.141 CONDITIONAL USES - (I) MEDICAL CLINIC

What will be the effect of the proposed use on the health, safety, and welfare of the occupants of the surrounding parcels? _____

REFER TO EXHIBIT "A", PAGE 1

What will be the effect on existing and anticipated traffic conditions, including parking facilities and adjacent streets? _____

REFER TO EXHIBIT "A", PAGE 1

What will be the effect of the proposed use on the Comprehensive Plan? _____

REFER TO EXHIBIT "A", PAGE 2

EXHIBITS REQUIRED

A. An electronic copy as well as four (4) 22x34 and twenty (20) 11x17 paper copies, of a map or plat showing the property on which the Conditional Use Permit is requested, and all parcel within 150 feet of the boundaries of the subject parcel.

REFER TO EXHIBIT "B"

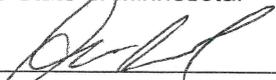
B. An electronic copy as well as four (4) 22x34 and twenty (20) 11x17 paper copies in sets and folded plans, showing application information as follows:

- a. Proposed and existing topography and drainage.
- b. A complete plan prepared and signed by a registered Civil Engineer, Architect, and/or Landscape Architect showing:
 - i. The parking layout, access provisions, structure locations, landscaping, drainage, trees, and shrubbery including types, locations, and sizes,
 - ii. Any fences, walls, or other screening, including height and type of material,
 - iii. All lighting provisions including type, location, and lumens affecting the surrounding parcels and streets,
 - iv. Curb type and location on site, and
 - v. Proposed plans for sidewalk to service, parking, recreation and service areas within the site.

REFER TO EXHIBIT "C"

ACKNOWLEDGE AND SIGNATURE

The undersigned hereby represents upon all penalties of law, for the purpose of inducing the City of West St Paul to take action herein requested, that all statements herein are true and that all work herein mentioned will be done in accordance with the Ordinances and all Codes of the City of West St Paul and the State of Minnesota.



Signature of Owner (Required)

651-457-1195

Phone Number

Signature of Applicant (If different)

Phone Number

NOTE: All Materials relevant to this Application must be filed on or before the dates listed on Operating Procedures for Applicants page.

The Planning Commission holds its regular meeting at 7:00pm on the third Tuesday of each month.

LAPSE OF CONDITIONAL USE PERMIT:

An approved Conditional Use Permit shall lapse and become null and void six months following the date on which the Conditional Use Permit was approved, unless prior to the expiration of six months a building permit is issued by the Building Official and construction is commenced and diligently pursued toward completion on the subject site, or a Certificate of Occupancy is issued by the Building Official. A Conditional Use Permit may be renewed once for a period of one year by the City Council.

FEES:

1. The fees to be paid by each applicant for each zoning request shall be as prescribed by the City Council. Fees shall be payable at the time applications are filed with the City Planner and are not refundable unless the application is withdrawn prior to being sent for legal publication and notice. There shall be no fee in the case of applications filed in the public interest by the City Council or by the Planning Commission. Fees shall include application fee, filing fees, consultant, legal, planning, and engineering fees.

2. Applicants shall deposit with the City, together with the application filing fees, the sums required by Council resolution toward prepayment of the Consultants and Attorney's expenses and all costs to be billed and charged to the City. The prepayment amounts shall be a credit toward all reasonable fees and expenses charged by the Consultants to the City in the investigation report and recommendation to the City Council concerning the application. All reasonable expenses and fees in excess of the deposit, shall be paid by the applicant to the City within 30 days of final action on the matter by the City. If not paid within 30 days, the account shall be deemed delinquent. If the fees and expenses incurred by the City from the Consultants are less than the amount of deposit, such excess shall be returned to the applicant upon final action by the City in said manner.

WHAT WILL BE THE EFFECT OF THE PROPOSED USE ON THE HEALTH, SAFETY AND WELFARE OF THE OCCUPANTS SURROUNDING PARCELS?

Wakota Life Care Center, Inc, (Wakota) plans to expand its current Clinic footprint to accommodate programming growth in response to the community's evolving needs. The existing one-story structure, constructed in the 1950s, will be torn down and replaced with a newly constructed two-story building, erected in compliance with Zoning Ordinances and applicable building codes.

The new building will be equipped with a new sprinkler system, fire rated exterior walls, handicap accessible parking and facilities, energy efficient equipment and taking advantage of modern construction techniques. Health, Life safety and Welfare of the public is an important focus point for the construction of the new facility. The existing structures abutting the property do not meet those standards and the project will represent a significant improvement in the safety and welfare of the occupants as well as those of the surrounding parcels.

WHAT WILL BE THE EFFECT ON THE EXISTING AND ANTICIPATED TRAFFIC CONDITIONS, INCLUDING PARKING FACILITIES AND ADJACENT STREETS?

Existing Traffic Conditions:

The existing joint parking facility provides approximately thirty (30) parking stalls by combining both Wakota Life Care Center, Inc. (Wakota) and Raddatz Dance Studio (Raddatz) properties. In addition to that, approximately five (5) street parking spaces are also available along Westchester Place (see Exhibit "B").

Based on the current zoning ordinance (Sect. 153.348-R), Wakota is required to provide ten (10) stalls and Raddatz twenty-four (24). Although the sum of these numbers exceeds the thirty (30) stalls currently available, Wakota and Raddatz business hours do not coincide and the parking requirements are not computed concurrently.

Anticipated Traffic Conditions:

The proposed improvements only include resurfacing the parking area within Wakota's newly plated property, but take in consideration capacity for parking spaces available also in Twins Venture LLC (Twins) adjoining lot, which is within the one hundred (100) feet maximum distance limit for joint parking facilities as stipulated in the zoning ordinance (Sect. 153.346-F). Wakota and Twins parking area account for fifteen (15) and fourteen (14) stalls respectively, computing a total of twenty-nine (29) parking spaces (this application does NOT take into account the shared parking lot agreement with Raddatz).

Based on the new Wakota building area and proposed use, a total of thirty-seven (37) off-street parking stalls will be required in accordance with the zoning ordinance (Sect. 153.348). A variance application is being submitted to account for the discrepancy of eight (8) parking stalls so the number of parking spaces can be brought into compliance. As stated above, five (5) additional street spaces are also available along Westchester Place, condition which will remain unchanged.

The parking lot will be constructed meeting city ordinances, applicable codes and with safety in mind, including ADA accessible stalls.

WAKOTA – CONDITIONAL USE PERMIT APPLICATION

In summary and for the reasons stated above, construction of the new proposed clinic won't have any effect on the existing traffic conditions and will remain relatively the same as the required increase in number of parking spaces is of only seven (7) stalls, from thirty (30) existing to thirty-seven (37) required.

WHAT WILL BE THE EFFECT OF THE PROPOSED USE OF THE COMPREHENSIVE PLAN?

Our goal is for Wakota to become both a focal point of the community and a recognizable landmark of our City streetscape, particularly on the north end of the Robert Street corridor.

The proposed structure takes in consideration the Comprehensive Plan, which encourages:

- The design of the new structure will meet high-bar zoning standards, in alignment with the Robert Street Renaissance Plan.
- Promote the economic development of this commercial corridor and provide services to local residents and surrounding communities.
- Durable finish materials, pleasant aesthetics, landscaping to enhance curb appeal.
- Building expansions evolving toward the street and parking lots located behind or between buildings.
- The used of shared parking facilities between adjacent property owners.
- Consolidation of smaller parcels and parking lots to minimize isolated, individualized parcels that necessitates numerous curb cuts, promoting greater pedestrian accessibility.
- Also, the new structure will be brought up to applicable code standards, thereby improving public safety and welfare.



City Hall
1616 Humboldt Avenue
West St. Paul, MN 55118
651-552-4100
FAX 651-552-4190
www.wspmn.gov

SITE PLAN APPLICATION

OFFICE USE ONLY
Case No: 19-15
Date Received: 11/22/19
Receipt No:
60 Day Date: 1/21/20

Filing Fee: \$275.00
Escrow Amount: \$1,300.00
Total Fees: \$ 1575.00

Street Address of Parcel: 1140 ROBERT ST SOUTH, WEST SAINT PAUL, MN 55118

Name of Applicant: DAN SAAD
Address of Applicant: 1140 ROBERT ST. SOUTH WEST SAINT PAUL, MN 55118
Phone # 651-457-1195
Email: DAN@WAKOTA.ORG

Name of Owner: DAN SAAD
Address of Owner: 1140 ROBERT ST. SOUTH WEST SAINT PAUL, MN 55118
Phone # 651-457-1195
Email: DAN@WAKOTA.ORG

SITE INFORMATION

Legal/PID # of the Property Involved: 42-01700-61-032
Present Zoning: B-3
Proposed Use of Parcel: BUSINESS-CLINIC (<50 EMPLOYEES)

What will be the effect(s) on existing and anticipated traffic conditions, including parking facilities on adjacent streets: REFER TO EXHIBIT "A"

EXHIBITS REQUIRED

1. An electronic copy as well as four (4) 22x34 and twenty (20) 11x17 copies in sets and folded plans, showing application information as follows:
 - a. A survey, scaled and dimensioned, site plan showing pertinent existing conditions, such as: parking layout, access provisions, structure locations, drainage, lot area, and yard dimensions, including but not limited to the surrounding parcels within 150 feet.
 - b. A complete set of preliminary drawings prepared and signed by a registered civil engineer, architect, and/or landscape architect showing:
 - i. A site plan indicating parking layout, access provisions, structure locations, any fences, walls, or other screening, including height and type of material, landscaping, drainage, trees and shrubbery, including types, locations, and sizes,
 - ii. Building elevations, including finishes on all buildings on all sides,
 - iii. All lighting provisions on site, including type, location, and lumens affecting the surrounding parcels and streets,
 - iv. Curb type and location on site, and
 - v. Proposed plans for sidewalk to service, parking, recreation, and service areas within the site.

REFER TO EXHIBIT "B"

ACKNOWLEDGE AND SIGNATURE

The undersigned hereby represents upon all penalties of law, for the purpose of inducing the City of West St Paul to take action herein requested, that all statements herein are true and that all work herein mentioned will be done in accordance with the Ordinances and all Codes of the City of West St Paul and the State of Minnesota.



Signature of Owner (Required)

651-457-1195

Phone Number

Signature of Applicant (If different)

Phone Number

NOTE: All Materials relevant to this Application must be filed on or before the dates listed on the Operating Procedures for Applicants page. The Planning Commission holds its regular meeting at 7:00pm on the third Tuesday of each month.

LAPSE OF SITE PLAN: An approved site plan shall lapse and become null and void six months following the date on which the Plat was approved, unless prior to the expiration of six months a building permit is issued by the Building Official and construction is commenced and diligently pursued toward completion on the subject site. An approved Site Plan may be renewed once for a period of one year by the City Council.

FEES

1. The fees to be paid by each applicant for each zoning request shall be as prescribed by the City Council. Fees shall be payable at the time applications are filed with the Zoning Administrator and are not refundable unless the application is withdrawn prior to being sent for legal publication and notice. There shall be no fee in the case of applications filed in the public interest by the City Council or by the Planning Commission. Fees shall include application fee, filing fees, consultant, legal, planning, and engineering fees.
2. Applicants shall deposit with the City, together with the application filing fees, the sums required by Council resolution toward prepayment of the Consultants and Attorney's expenses and all costs to be billed and charged to the City. The prepayment amounts shall be a credit toward all reasonable fees and expenses charged by the Consultants to the City in the investigation report and recommendation to the City Council concerning the application. All reasonable expenses and fees, in excess of the deposit, shall be paid by the applicant to the City within 30 days of final action on the matter by the City. If not paid within 30 days, the account shall be deemed delinquent. If the fees and expenses incurred by the City from the Consultants are less than the amount of deposit, such excess shall be returned to the applicant upon final action by the City in said manner.

WHAT WILL BE THE EFFECT ON THE EXISTING AND ANTICIPATED TRAFFIC CONDITIONS, INCLUDING PARKING FACILITIES AND ADJACENT STREETS?

Existing Traffic Conditions:

The existing joint parking facility provides approximately thirty (30) parking stalls by combining both Wakota Life Care Center, Inc. (Wakota) and Raddatz Dance Studio (Raddatz) properties. In addition to that, approximately five (5) street parking spaces are also available along Westchester Place (see Exhibit “B”).

Based on the current zoning ordinance (Sect. 153.348-R), Wakota is required to provide ten (10) stalls and Raddatz twenty-four (24). Although the sum of these numbers exceeds the thirty (30) stalls currently available, Wakota and Raddatz business hours do not coincide and the parking requirements are not computed concurrently.

Anticipated Traffic Conditions:

The proposed improvements only include resurfacing the parking area within Wakota’s newly plated property, but take in consideration capacity for parking spaces available also in Raddatz, Twins Venture LLC (Twins) and Rivera Chiropractic Center lots, which are within the one hundred (100) feet maximum distance limit for joint parking facilities as stipulated in the zoning ordinance (Sect. 153.346-F). The total number of stalls required is of 105, while 114 are being provided as shown in the table below, exceeding the minimum parking stalls required by the city ordinance (Sect. 153.348).

Shared Parking lot Calculations:	Required:	Provided:	
Wakota:	37	15	
Twins	16	30	
Rivera	28	45	
Raddtaz	24	24	
Total Provided:	105	114	9 Surplus stalls

In summary and for the reasons stated above, construction of the new proposed clinic won’t have any effect on the existing traffic conditions and will remain relatively the same as the required increase in number of parking spaces is of only seven (7) stalls, from thirty (30) existing to thirty-seven (37) required.

The parking lot will be constructed meeting city ordinances, applicable codes and with safety in mind, including ADA accessible stalls.



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 West St. Paul, MN 55118
 651-552-4100
 FAX 651-552-4190
www.wspmn.gov

PLATTING APPLICATION

Filing Fee: \$275 + \$2 each lot
 Escrow Amount: \$600 (1-2 lots)
 \$1,600 (3 or more lots)
 Total Fees: \$ 877.⁰⁰

OFFICE USE ONLY	
Case No: <u>PC 19-15</u>	
Date Received: <u>11/22/19</u>	
Receipt No: _____	
60 Day Date: <u>1/21/20</u>	

CONTACT INFORMATION

Name of Applicant: _____
 Address of Applicant: 1140 ROBERT ST. S
W. ST PAUL MN 55118

Phone # 651-457-1195
 Email: DAN@WAKOTA.ORG

Name of Owner: DAN SAAD
 Address of Owner: 1140 ROBERT ST. S
W. ST PAUL MN 55118

Phone # 651-457-1195
 Email: DAN@WAKOTA.ORG

Name of Surveyor: EDS
 Address of Surveyor: 6480 Wayzata Blvd.
Minneapolis MN 55426

Phone # 763-545-2800
 Email: vsivriver@edsmn.com

Name of Engineer: _____
 Address of Engineer: 6480 Wayzata Blvd.
Minneapolis MN 55426

Phone # 763-545-2800
 Email: vsivriver@edsmn.com

PLAT INFORMATION

Legal/PID # of the Property Involved: 42-01700-61-032

Total Acreage: 0.3 combined Proposed Number of Lots: 2

Proposed Name of Plat: WAKOTA LIFE ADDITION

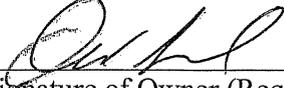
Plat meets all minimum subdivision requirements. If not, explain: YES

EXHIBITS REQUIRED

1. An electronic copy as well as four (4) 22x34 and twenty (20) 11x17 copies of the proposed plat/final plat in sets.

ACKNOWLEDGE AND SIGNATURE

The undersigned hereby represents upon all penalties of law, for the purpose of inducing the City of West St Paul to take action herein requested, that all statements herein are true and that all work herein mentioned will be done in accordance with the Ordinances and all Codes of the City of West St Paul and the State of Minnesota.

 10-25-19

Signature of Owner (Required)

651-457-1195

Phone Number

Signature of Applicant (If different)

651-457-1195

Phone Number

NOTE: All Materials relevant to this Application must be filed on or before the dates listed on the Operating Procedures for Applicants page. The Planning Commission holds its regular meeting at 7:00pm on the third Tuesday of each month.

LAPSE OF PLAT: An approved Plat shall lapse and become null and void six months following the date on which the Plat was approved, unless prior to the expiration of six months the Plat is recorded at Dakota County

FEES

1. The fees to be paid by each applicant for each zoning request shall be as prescribed by the City Council. Fees shall be payable at the time applications are filed with the Zoning Administrator and are not refundable unless the application is withdrawn prior to being sent for legal publication and notice. There shall be no fee in the case of applications filed in the public interest by the City Council or by the Planning Commission. Fees shall include application fee, filing fees, consultant, legal, planning, and engineering fees.
2. Applicants shall deposit with the City, together with the application filing fees, the sums required by Council resolution toward prepayment of the Consultants and Attorney's expenses and all costs to be billed and charged to the City. The prepayment amounts shall be a credit toward all reasonable fees and expenses charged by the Consultants to the City in the investigation report and recommendation to the City Council concerning the application. All reasonable expenses and fees in excess of the deposit shall be paid by the applicant to the City within 30 days of final action on the matter by the City. If not paid within 30 days, the account shall be deemed delinquent. If the fees and expenses incurred by the City from the Consultants are less than the amount of deposit, such excess shall be returned to the applicant upon final action by the City in said manner.

**CITY OF WEST ST. PAUL, MN
NOTICE OF PUBLIC HEARING**

The listed items below will be a Public Hearing at the Planning Commission Meeting Tuesday, December 17, 2019 at 7:00 pm and a Public Hearing at the City Council Meeting Monday, January 13, 2020 at 6:30 p.m.:

PC Case 19-15 – Conditional Use Permit, Site Plan, and Preliminary Plat review for the construction of a new medical office building at 1140 Robert St. – Dan Saad

If you have any questions regarding the hearing item listed above, please contact Ben Boike, Assistant Community Development Director/City Planner at (651) 552-4134.

For Informational Purposes Only – Not for Publication

Shirley Buecksler
City Clerk

Published: December 8, 2019
Twin Cities Pioneer Press

Posted: December 4, 2019
City of West St. Paul

AGREEMENT FOR THE CREATION AND
MAINTENANCE OF COMMON PARKING LOT

EASEMENT

This Agreement made this 29th day of March, 1991,
by and between John H. Hinding, 1140 South Robert Street, West
St. Paul, Minnesota 55118, and Nancy Raddatz, 120 Butler
Avenue East, West St. Paul, Minnesota 55118.

RECITALS

1. The parties hereto have an interest in adjoining real
estate situated in the City of West St. Paul, County of
Dakota, State of Minnesota, and described respectively as
follows:

John H. Hinding owns:

Lots Six (6) and Seven (7) except the East one-half (E
1/2) thereof, in Block One (1) Westchester Heights No. 2
Re-arrangement, according to the recorded plat thereof on
file and of record in the office of the County Recorder
in and for the County of Dakota, State of Minnesota.

and;

Nancy Raddatz owns:

Lot Four (4), and the East one-half (E 1/2) of Lots Six
(6) and Seven (7), in Block One (1), Westchester Heights
No. 2 Re-arrangement, according to the recorded plat
thereof on file and of record in the office of the County
Recorder in and for the County of Dakota, State of
Minnesota.

2. The parties desire to create a common parking lot
over Lots Six (6) and Seven (7) in Block One (1), Westchester
Heights No. 2 Re-Arrangement, County of Dakota, State of
Minnesota.

The parties hereby agree as follows:

I.

An easement for a common access and driveway in favor of Lots Six (6) and Seven (7), except the East one-half (E 1/2) thereof, Westchester Heights No. 2 Re-arrangement, is created over a parcel of land described as follows:

The East one-half (E 1/2) of Lot Six (6) and Lot Seven (7), in Block One (1), Westchester Heights No. 2 Re-arrangement, County of Dakota, State of Minnesota.

II.

An easement for a common access and driveway in favor of Lot Four (4) and the East one-half (E 1/2) of Lot Six (6) and Lot Seven (7), Westchester Heights No. 2 Re-arrangement, County of Dakota, State of Minnesota, is created over a parcel of land described as follows:

Lots Six (6) and Seven (7) except the East one-half (E 1/2) thereof, Westchester Heights No. 2 Re-arrangement, County of Dakota, State of Minnesota.

These easements are created for the purpose of creating a common parking lot for the benefit of both of the above described lots.

These easements are superior and paramount to the rights of any of the parties hereto in the respective servient estates so created, and the parties further agree that they are covenants that shall run with the land. The previous driveway easement reserved by Document No. 107757 is hereby terminated.

III.

The snow shall be plowed on the common parking lot by Nancy Raddatz, her successors or assigns. The cost of the original striping of the parking lot and the cost of repair and maintenance shall be shared equally by Nancy Raddatz and John Hinding, their successors and assigns.

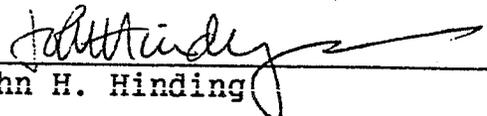
IV.

Any disputes arising between the parties hereto shall be resolved in accord with the rules of the American Arbitration Association.

V.

This Agreement shall be binding upon the successors in interest in the above-described property.

IN WITNESS WHEREOF, the parties have executed this Agreement at Eagan, Minnesota, on the date first above written.

By 
John H. Hinding

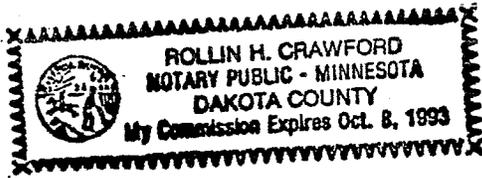
By 
Nancy Raddatz

STATE OF MINNESOTA)

)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 29th day of March, 1991, by John H. Hinding, a single person.

Rollin H. Crawford
Notary Public



STATE OF MINNESOTA)

)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 29th day of March, 1991, by Nancy Raddatz, a single person.

Dona Rodriguez
Notary Public



ID#: 2570C

107757

This Indenture, Made this 18th day of December, 1979,
between John Hinding and Susan Hinding, husband and wife

of the County of Dakota and State of Minnesota
parties of the first part, and D.M.M. Enterprises, a Minnesota partnership
of the County of Dakota and State of Minnesota
parties of the second part,

WITNESSETH, That the said parties of the first part, in consideration of the sum of One (\$1.00) Dollar and other valuable consideration - - - Dollars, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Sell, and Convey unto the said parties of the second part, Successors, heirs and assigns, Forever, all the tract or parcel of land lying and being in the County of Dakota and State of Minnesota, described as follows, to-wit:

Lot Four (4) excepting from said Lot Four (4) the North one hundred sixty (160) feet thereof, and the East one-half (E $\frac{1}{2}$) of Lots Six (6) and Seven (7), in Block One (1), Westchester Heights No. 2 Re-arrangement.

RESERVING unto parties of the first part, their heirs and assigns, an easement for driveway purposes, to be used in common with party of the second part, its successors and assigns, over and upon the following tract of land situated in the County of Dakota and State of Minnesota, described as follows, to-wit:

The South twenty-four (24) feet of the North fifty-two (52) feet of the East one-half (E $\frac{1}{2}$) of Lot Six (6) in Block One (1), Westchester Heights No. 2 Re-arrangement.

STATE DEED TAX DUE HEREON IN SUM OF \$30.80

TO HAVE AND TO HOLD THE SAME, Together with all the hereditaments and appurtenances thereto belonging or in anywise appertaining, to the said parties of the first part, their heirs and assigns, Forever. And the said John Hinding and Susan Hinding, husband and wife parties of the first part, for themselves, their heirs, executors and administrators, do covenant with the said parties of the second part, their heirs and assigns, that they are well seized in fee of the lands and premises aforesaid, and have good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances,

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said parties of the second part, its successors, heirs and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, subject to incumbrances, if any, hereinbefore mentioned, the said parties of the first part will Warrant and Defend.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

John Hinding
Susan Hinding

PARKING LOT USE AGREEMENT

THIS PARKING LOT USE AGREEMENT (this "Agreement") is effective November 18, 2019, ("Effective Date"), and is entered into by and between Twins Venture, LLC, ("Twins Venture") and Wakota Life Care Center, Inc. ("Wakota").

RECITALS

A. Twins Venture is the owner of the Parking Lot identified by Dakota County Assessor's office as property identification numbers (PID#) 420170061012 and 428381001081, located in West St. Paul, Minnesota ("Twins Venture"). The Parking Lot is located adjacent to Wakota's parking lot, PID# 428381001072.

B. Twins Venture has made the Parking Lot available to share by Wakota, for parking of vehicles only, under the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as though set forth in full, and in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

1. Grant of Use. Twins Venture hereby grants a non-exclusive right, privilege and permission, subject to the terms and provisions of this Agreement, to possess and occupy the Parking Lot for the sole purpose as defined and set forth below.

2. Term of Agreement. The term of this Agreement allowing Wakota to share parking spaces in the Twins Venture lot commences on May 1, 2020 and ends on April 30, 2021 ("Term") unless terminated sooner in accordance with paragraph 3 of this Agreement or extended in accordance with paragraph 2.1.

2.1 Option to Extend Initial Term. Upon the mutual written agreement of the parties, the Term may be extended for up to (5) five additional periods of one (1) year. Neither party shall be under any obligation to agree to an extension of the Term. In the event the parties mutually agree to an extension under this Subsection 2.2, the Term shall be deemed to end on the date as agreed amount the parties. "Term" shall include the initial term and any extension thereof.

3. Early Termination. The Twins Venture or Wakota shall have the right to terminate this Agreement at any time, with or without cause, upon ninety (90) days written notice to the other party as provided in paragraph 15 herein.

4. Limitations to Agreement. Wakota's use of the Twin Venture Lot shall not be exclusive and is limited to 14 (fourteen) parking spaces (of the total 29 spaces), half on the East Lot and half on the West lot. These parking spaces are intended to be used by Wakota clients, staff and volunteers. Twins Venture shall also have the right to use the parking spaces for its own purposes, which shall take priority over Wakota's right of use.

Twins Venture use will be allowed with advance notice to Wakota of at least one week. In the case of an emergency, as determined by the Twins Venture in its sole discretion, the one week notice requirement shall be waived allowing for immediate use and access by the Twins Venture. Wakota shall use the Parking Lot solely for its own business related services and cannot sell, rent, lease, or charge for the use of the Parking Lot spaces.

5. Agreement Fee. It is mutually understood and agreed that the fee for use of the Parking Lot will be based on actual usage of the lot. Usage will be calculated quarterly. The usage fee will be as follows:

<u>Number of Spaces Used</u>	<u>Quarterly Fee</u>	<u>Annual Equivalent</u>
0	\$0 (zero)	\$0
1-4	\$250	\$1,000.00
5-8	\$500	\$2,000.00
9-14	\$750	\$3,000.00

Wakota agrees to pay Twins Venture quarterly. All subsequent Agreement Fees will be due by the 10th day of the months following a calendar year quarter end (April, July, October, and January) as agreed to in paragraph 2.1.

6. Compliance with Laws. Wakota shall, at all times during the Term, comply (and shall cause its members, employees, agents, visitors, and licensee, to comply) with all laws, codes, statues, ordinances and regulations applicable to this Agreement and Wakota's use of the Parking Lot. In conjunction therewith, Wakota shall obtain, at its sole cost and expense, any other approvals and permits necessary to use the Parking Lot if applicable.

7. Maintenance and Notice of Necessary Repairs. Wakota is responsible for Parking Lot maintenance as it relates to trash clean-up and parking enforcement caused by those using the agreed upon parking spaces. The Twins Venture will be responsible for the Parking Lot surface care and parking space striping.

8. Signage, Alterations and Modifications. The Twins Venture will review and inspect signage posted at the Parking Lot. Any request from Wakota to place signage on, or otherwise alter, modify, improve or change the Parking Lot must include drawings or a detailed written proposal of any such requested changes. Any and all such Twins Venture approved signage, alterations, modifications, improvements or changes shall be at the sole cost and expense of Wakota.

9. Indemnification. Wakota agrees to defend, indemnify and hold harmless the Twins Venture, its members, leasee's (renters), employees, agents, officers and officials from and against liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character arising or alleged to arise out of the negligent or willful acts or omissions of Wakota, its officials, agents and employees and subcontractors in the performance of this Agreement. Wakota shall, at its sole cost and expense, appear, defend and pay all attorney fees and, other costs and expenses arising hereunder. In addition, if any judgment shall be rendered against Twins Venture in any such action, Wakota shall, at its sole cost and expense, satisfy and discharge such obligation of the

Twins Venture. Twins Venture shall have the right, at its own expense, to participate in the defense of any suit, without relieving Wakota of any of its obligations hereunder. Twins Venture retains final approval of any and all settlements or legal strategies which involve the interest of Twins Venture. The indemnities set forth herein shall survive the expiration or termination of this Agreement.

10. Assumption of Risk. Wakota acknowledges and agrees that by use of the Parking Lot, Wakota assumes all risk of loss or damage to property, including, without limitation, property damage, and all risk of personal injury, including but not limited to death, attributable to any cause other than the gross negligence or unlawful conduct of Twins Venture. Wakota further agrees that it is familiar with the condition of the Parking Lot and the suitability of the Parking Lot for its intended use and accepts the Parking Lot on an "AS-IS" "WHERE-IS" basis. Wakota forever releases Twins Venture, its agents, manager, affiliates and employees from and against any and all of Wakota's claims, causes of action, liabilities and expenses arising out of or relating to any such loss, damage, or injury. Twins Venture, its agents, manager, affiliates and employees shall not be responsible or liable for loss or damages by reason of fire, theft, collision or any other cause to parked vehicles or their contents, provided no unlawful act of Twins Venture or its employees resulted in the loss or damages.

11. Security. Wakota acknowledges that as of the Effective Date and at all times during the Term, it shall maintain security measures appropriate to reasonably protect the Parking Lot and any and all Wakota employees, guests, visitors, and/or licensees.

12. Insurance Requirements. The procuring of required policies of insurance shall not be construed to limit Licensee's liability thereunder, nor to fulfill the indemnification provisions and requirements of this License. Notwithstanding said policies of insurance, Licensee shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this License or with Licensee's use or occupancy of any portion of the Premises.

The Licensee shall purchase, maintain and keep in force during the term of this License at Licensee's sole cost and expense the following insurance:

- A. CERTIFICATE OF WORKERS' COMPENSATION INSURANCE as required by the statutory laws of the State of Minnesota Labor Code.
- B. CERTIFICATE OF GENERAL LIABILITY INSURANCE AND AUTO LIABILITY INSURANCE with accompanying "Additional Insured" endorsement documents. All endorsements shall clearly state policy number.

Commercial General Liability and Auto Liability policies shall include endorsements naming Twins Venture as additional insured. Endorsements for General Liability and Auto Liability shall state that the Licensee's insurance is "primary" and Twins Venture is "non-contributory," or copies of the complete policy which state the equivalent may be submitted in their entirety.

Minimum Insurance Requirements – General Liability Insurance:

One million dollars (\$1,000,000) each occurrence (combined single limit)

One million dollars (\$1,000,000) for personal injury liability

Two million dollars (\$2,000,000) in the aggregate

Minimum Insurance Requirements – Auto Liability Insurance:

One million dollars (\$1,000,000) per occurrence for bodily injury and/or property damage

Policy shall cover any auto

The Auto Liability Insurance requirement may be waived if a licensee and licensee employees will not be use any vehicle for business purposes on Twins Venture property. This waiver will only be effective if the Licensee signs and delivers to the Licensor a waiver form for non- auto use.

13. Wakota Events of Default. Events of default (“Events of Default”) include, but are not limited to, the following:

A. Any material misrepresentation by Wakota in the inducement of this Agreement or the use of the Parking Lot;

B. Breach of any agreement, representation or warranty made by Wakota in this Agreement;

C. Failure of Wakota to perform in accordance with or comply with the terms and conditions of this Agreement, including, but not limited to the following:

- i) Action or failure to act which affects the safety and/or welfare of individuals on or around the Parking Lot;
- ii) Failure to perform in accordance with terms and conditions of this Agreement;
- iii) Failure to operate and maintain the Parking Lot in a manner satisfactory to Twins Venture, or inability to operate and maintain the Parking Lot satisfactorily as a result of insolvency.
- iv) Abandonment of the Parking Lot for reasons not beyond Wakota’s reasonable control;
- v) Failure to comply with any term of this Agreement, including but not limited to, the provisions concerning insurance and nondiscrimination, and any other acts specifically and expressly stated in this Agreement constituting an Event of Default;
- vi) Default by Wakota under any other agreement Wakota may have with Twins Venture.
- vii) Twins Venture has the option to terminate Agreement based upon events that cannot be predicted by the Twins Venture.

14. Assignment and Successor and Assigns. The interest of Wakota under this Agreement is personal to Wakota and may not be assigned or transferred to any other individual or entity without Twins Venture's prior written consent.

15. Notices. All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the following addresses (or to such other address as either party may subsequently designate):

If too Twins Venture: Twins Venture LLC
2902 East 25th Street
Mpls., MN 55406

If to Wakota: Wakota Life Care Center, Inc.
1140 Robert Street South
West St. Paul, MN 55118
Attn: Dan Saad

All notices required hereunder shall be deemed received on the date of delivery, or attempted delivery if delivered in person, or if mail, on the date which is two (2) days after the date such notice is deposited in the U.S. mail.

16. Severability. In the event that any provision(s) of this Agreement is (are) determined to be legally invalid, the parties hereto agree that that particular provision shall be null and void, but that the remainder of this Agreement shall remain in full force and effect.

17. No Third Party Beneficiary. This Agreement is not intended and shall not be construed so as to grant, provide or confer any benefits, rights, privileges, claims, causes of action or remedies to any person or entity as a third party beneficiary under any statutes, laws, codes, ordinances or otherwise.

18. No Waiver. No waiver of any default under this Agreement shall constitute or operate as a waiver of any subsequent default hereunder, and no delay, failure or omission in exercising or enforcing any right, privilege or option under this Agreement shall constitute a waiver, abandonment or relinquishment thereof.

19. Entire Agreement and Amendment. The Agreement, including all exhibits and referenced documents, constitutes the entire Agreement of the parties with respect to the matters contained herein. No modification of or amendment to the Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of the Agreement, are of no force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

November 18, 2019, with the projected Effective Date as the start date. This previous contract signed June 14, 2019 is hereby terminated.

TWINS VENTURE:
Twins Venature, LLC.

WAKOTA:
Wakota Life Care Center, Inc.

By: 
Date: 11-19-2019

By: 
Date: 11/19/19

pc
Hello Mr. dan San;
Sorry about the delay.
We believe in easy transactions, as you can understand it will be impossible to monitor how many cars are parked every day.
We are willing to consider:
\$5,000 in 2021 for 0-10 spaces with and 3 additional 1-year options at \$5,000 per year.
Please let us know.

Thank you.

Dr. Carlos A. Rivera, B.S., D.C., Reg. Acu.
Rivera Chiropractic Center, L.L.C.

This email and accompanying documents, if any, may contain confidential information which is legally privileged. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking of any action in reliance on the contents of this emailed information is strictly prohibited. If you have received this email in error, please notify us immediately by telephone at (651)686-8888 or email us at contact@riverachiropracticcenter.com and destroy the original message and all copies.

□

DS

Dan Saad

Fri 12/13/2019 4:44 PM

Dr. Carlos Rivera, D... + 5 others

□ □ □ □ □

Hi Dr. Rivera,

Sorry for the long delay. I appreciate the additional consideration and the possible good news. As a non-profit serving pregnant and parenting mothers and their families, we are limited to what we can afford for parking spaces, especially if we don't use them. As you know the north side of you lot is vacate most the time. I was hoping to come to an agreement that helps offset your snow removal costs to share the spaces. We will not need the lot until May of 2021.

Can we adjust your proposal to read:
\$1,000 in 2020 for 0-10 spaces,
\$4,000 in 2021 for 0-10 spaces
and 3 additional 1-year options at \$5,000 per year.

Also in consideration of this agreement, Wakota will advertise to our clients your chiropractic business (Poster, business cards, etc.). Thirty-five percent of our families identify as hispanic. We have over 4000 client visits each year.

I look forward to hearing from you.
I can meet with you at your convenience.
Thank you and have a nice weekend.

Sincerely,
Dan Saad

PARKING LOT USE AGREEMENT

THIS PARKING LOT USE AGREEMENT (this "Agreement") is entered into and effective December 20, 2019, ("Effective Date"), and is entered into by and between Rivera Center, LLC, ("Rivera") and Wakota Life Care Center, Inc. ("Wakota or Licensee").

RECITALS

- A. Rivera is the owner of the Parking Lot identified by Dakota County Assessor's office as property identification number (PID#) 420170060014, located in West St. Paul, Minnesota ("Parking Lot"). The Parking Lot is located 75 feet from Wakota's parking lot,
- B. Wakota is the owner of the real property identified by Dakota County Assessor's office as property identification number (PID#) 428381001072.
- C. Rivera has agreed to make the Parking Lot available for use by Wakota, for parking of vehicles only, under the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as though set forth in full, and in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

1. Grant of Use. Rivera hereby grants to Wakota a non-exclusive license, right, privilege and permission, subject to the terms and provisions of this Agreement, to possess and occupy the Parking Lot for the sole purpose as defined and set forth below.

2. Term of Agreement. The term of this Agreement allowing Wakota to share parking spaces in the Rivera Parking Lot shall commence on May 1, 2021 and end on April 30, 2022 ("Term") unless terminated sooner in accordance with paragraph 3 of this Agreement or extended in accordance with paragraph 2.1.

2.1 Option to Extend Initial Term. Upon the mutual written agreement of the parties, the Term may be extended for up to (3) three additional periods of one (1) year terms. Neither party shall be under any obligation to agree to an extension of the Term. In the event the parties mutually agree to an extension under this Subsection 2.1, the Term shall be deemed to end on the date as agreed by the parties. "Term" shall include the initial term and any extension thereof. Wakota will notify Rivera in writing of its intent to exercise a one-year option to extend the lease, not less than 60 days in advance of the renewal date (i.e., by March 1).

3. Early Termination. Rivera or Wakota shall have the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days written notice to the other party as provided in paragraph 15 herein. The parties agree that in the event of termination of this Agreement by Rivera before August 1, 2021, all rental fees prepaid for year 1 by Wakota shall be returned to Wakota. If Wakota terminates the Agreement at any time during year 1 of the

Agreement, Wakota shall not receive any refund of the lump sum rental payment paid for year 1.

4. Limitations to Agreement. Wakota's use of the Parking Lot shall not be exclusive and is limited to a maximum of 10 (ten) (of the total 34) parking spaces on the Northside of the Parking Lot. These parking spaces are intended to be used by Wakota clients, staff, and volunteers. Rivera shall also have the right to use the parking spaces for its own purposes, which shall take priority over Wakota's right of use. Rivera's use will be allowed with advance notice to Wakota of at least one week. In the case of an emergency, as determined by Rivera in its sole discretion, the one-week notice requirement shall be waived allowing for immediate use and access by Rivera. Wakota shall use the Parking Lot solely for its own business-related services and cannot assign, sell, rent, lease, or charge any third party(ies) for the use of the Parking Lot spaces.

5. Usage Agreement Fee. It is mutually understood and agreed that the fee for use of the Parking Lot for the Term will be:

\$5,000 in 2021 for 0-10 spaces with 3 additional 1-year options at \$5,000 per year, paid as a lump sum payment.

Wakota agrees to pay Rivera by December 31, 2020 for the first year and:

- Yearly contract prepaid by December 31st of the next year as agreed to in paragraph 2.1.
- No overnight parking (due to snow removal).
- All cars should be parked on the north side of the Parking Lot.

6. Compliance with Laws. Wakota shall, at all times during the Term, comply (and shall cause its members, employees, agents, visitors, and licensee, to comply) with all laws, codes, statutes, ordinances and regulations applicable to this Agreement and Wakota's use of the Parking Lot. In conjunction therewith, Wakota shall obtain, at its sole cost and expense, any other approvals and permits necessary to use the Parking Lot if applicable.

7. Maintenance and Notice of Necessary Repairs. Wakota is responsible for Parking Lot maintenance as it relates to trash clean-up and parking enforcement caused by those using the agreed upon parking spaces. Rivera will be responsible for the Parking Lot surface care and parking space striping.

8. Signage, Alterations and Modifications. Rivera has the right to review, inspect and approve any signage posted at the Parking Lot. Any request from Wakota to place signage on, or otherwise alter, modify, improve or change the Parking Lot must include drawings or a detailed written proposal of any such requested changes. Any and all such Rivera approved signage, alterations, modifications, improvements or changes shall be at the sole cost and expense of Wakota.

9. Indemnification. Wakota agrees to defend, indemnify and hold harmless the Rivera, its members, leasee's (renters), employees, agents, officers and officials from and against liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character arising or alleged to arise

out of the negligent or willful acts or omissions of Wakota, its officials, agents and employees and subcontractors in the performance of this Agreement. Wakota shall, at its sole cost and expense, appear, defend and pay all attorney fees and other costs and expenses arising hereunder. In addition, if any judgment shall be rendered against Rivera in any such action, Wakota shall, at its sole cost and expense, satisfy and discharge such obligation of Rivera. Rivera shall have the right, at its own expense, to participate in the defense of any suit, without relieving Wakota of any of its obligations hereunder. Rivera retains final approval of any and all settlements or legal strategies which involve the interest of Rivera. The indemnities set forth herein shall survive the expiration or termination of this Agreement.

10. Assumption of Risk. Wakota acknowledges and agrees that by use of the Parking Lot, Wakota assumes all risk of loss or damage to property, including, without limitation, property damage, and all risk of personal injury, including but not limited to death, attributable to any cause other than the gross negligence or unlawful conduct of Rivera. Wakota further agrees that it is familiar with the condition of the Parking Lot and the suitability of the Parking Lot for its intended use and accepts the Parking Lot on an "AS-IS" "WHERE-IS" basis. Wakota forever releases Rivera, its agents, manager, affiliates and employees from and against any and all of Wakota's claims, causes of action, liabilities and expenses arising out of or relating to any such loss, damage, or injury. Rivera, its agents, manager, affiliates and employees shall not be responsible or liable for loss or damages by reason of fire, theft, collision or any other cause to parked vehicles or their contents, provided no unlawful act of Rivera or its employees resulted in the loss or damages.

11. Security. Wakota acknowledges that as of the Effective Date and at all times during the Term, it shall maintain security measures appropriate to reasonably protect the Parking Lot and any and all Wakota employees, guests, visitors, and/or licensees.

12. Insurance Requirements. The procuring of required policies of insurance shall not be construed to limit Licensee's liability thereunder, nor to fulfill the indemnification provisions and requirements of this License. Notwithstanding said policies of insurance, Licensee shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this License or with Licensee's use or occupancy of any portion of the Premises.

The Licensee shall purchase, maintain and keep in force during the term of this License at Licensee's sole cost and expense the following insurance:

- A. CERTIFICATE OF WORKERS' COMPENSATION INSURANCE as required by the statutory laws of the State of Minnesota Labor Code.
- B. CERTIFICATE OF GENERAL LIABILITY INSURANCE AND AUTO LIABILITY INSURANCE with accompanying "Additional Insured" endorsement documents. All endorsements shall clearly state policy number.

Commercial General Liability and Auto Liability policies shall include endorsements naming Rivera as additional insured. Endorsements for General Liability and Auto Liability shall state that the Licensee's insurance is "primary" and Rivera is "non-contributory," or

copies of the complete policy which state the equivalent may be submitted in their entirety.

Minimum Insurance Requirements – General Liability Insurance:

One million dollars (\$1,000,000) each occurrence (combined single limit)

One million dollars (\$1,000,000) for personal injury liability

Two million dollars (\$2,000,000) in the aggregate

Minimum Insurance Requirements – Auto Liability Insurance:

One million dollars (\$1,000,000) per occurrence for bodily injury and/or property damage

Policy shall cover any auto

The Auto Liability Insurance requirement may be waived if a licensee and licensee employees will not be use any vehicle for business purposes on Rivera property. This waiver will only be effective if the Licensee signs and delivers to the Licensor a waiver form for non-auto use.

13. Wakota Events of Default. Events of default (“Events of Default”) include, but are not limited to, the following:

A. Any material misrepresentation by Wakota in the inducement of this Agreement or the use of the Parking Lot;

B. Breach of any agreement, representation or warranty made by Wakota in this Agreement;

C. Failure of Wakota to perform in accordance with or comply with the terms and conditions of this Agreement, including, but not limited to the following:

i) Action or failure to act which affects the safety and/or welfare of individuals on or around the Parking Lot;

ii) Failure to perform in accordance with terms and conditions of this Agreement;

iii) Failure to operate and maintain the Parking Lot in a manner satisfactory to Rivera, or inability to operate and maintain the Parking Lot satisfactorily as a result of insolvency.

iv) Abandonment of the Parking Lot for reasons not beyond Wakota’s reasonable control;

v) Failure to comply with any term of this Agreement, including but not limited to, the provisions concerning insurance and nondiscrimination, and any other acts specifically and expressly stated in this Agreement constituting an Event of Default;

vi) Default by Wakota under any other agreement Wakota may have with Rivera.

vii) Rivera has the option to terminate Agreement based upon events that cannot be predicted by the Rivera.

14. Assignment and Successor and Assigns. The interest of Wakota under this Agreement is personal to Wakota and may not be assigned or transferred to any other individual or entity without Rivera's prior written consent.

15. Notices. All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the following addresses (or to such other address as either party may subsequently designate):

If too Rivera: Rivera Center, LLC
7600 Parklawn Ave., Suite # 358
Edina, MN 55435
Attn: Carlos A. Rivera, SR.

If to Wakota: Wakota Life Care Center, Inc.
1140 Robert Street South
West St. Paul, MN 55118
Attn: Daniel Saad

All notices required hereunder shall be deemed received on the date of delivery, or attempted delivery if delivered in person, or if mail, on the date which is two (2) days after the date such notice is deposited in the U.S. mail.

16. Severability. In the event that any provision(s) of this Agreement is (are) determined to be legally invalid, the parties hereto agree that that particular provision shall be null and void, but that the remainder of this Agreement shall remain in full force and effect.

17. No Third Party Beneficiary. This Agreement is not intended and shall not be construed so as to grant, provide or confer any benefits, rights, privileges, claims, causes of action or remedies to any person or entity as a third party beneficiary under any statutes, laws, codes, ordinances or otherwise.

18. No Waiver. No waiver of any default under this Agreement shall constitute or operate as a waiver of any subsequent default hereunder, and no delay, failure or omission in exercising or enforcing any right, privilege or option under this Agreement shall constitute a waiver, abandonment or relinquishment thereof.

19. Entire Agreement and Amendment. The Agreement, including all exhibits and referenced documents, constitutes the entire Agreement of the parties with respect to the matters contained herein. No modification of or amendment to the Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of the Agreement, are of no force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on December 20, 2019.

RIVERA:
Rivera Center, LLC

WAKOTA:
Wakota Life Care Center, Inc.
Daniel Saad, Executive Director

By: *Dominic A. Rivera, D.L.*
Date: DECEMBER 20, 2019

By: *Daniel Saad*
Date: December 20, 2019

TO: Asst. Community Dev. Dir.
THROUGH: Asst. Parks & Recreation Dir.
FROM: Environmental Committee
DATE: December 11, 2019



SUBJECT:

CASE #19-15 – Site Plan approval for Wakota Life Care Center at 1140 Robert St.

BACKGROUND INFORMATION:

At the December 4, 2019 Environmental Committee (EC) meeting, members reviewed the Site Plan submitted by Dan Saad, for the construction of a new medical/office building at 1140 Robert St. The Committee discussed the plan, including looking at aerial images of the existing conditions. Members were fine with the proposed number and variety of trees, and the choice of bushes. There was some concern about the increase in impervious surface and the plan for stormwater treatment. Members agreed that a green roof would be a great addition to this development.

There was also a short discussion about dressing up the rear parking area. Members were happy to see the recommendation to add a ten foot landscaped buffer and would like to see native plantings in this area and not just a mowed lawn. Members are recommending approval of the plans with following recommendation:

- They strongly encourage the developer to use “pollinator friendly” native plants that were not treated with “neonicotinoids”,
- The addition of a green roof to treat stormwater onsite.
- Make sure all exterior lighting is Dark Sky compliant, and
- Include native plantings in rear yard landscape buffer.

RECOMMENDATION:

Environmental Committee members approve the site plan for the construction of a new medical/office building at 1140 Robert St., with the recommendations listed above.

Memorandum

To: Ross Beckwith, PE
Melissa Sonnek

From: Kendra Fallon, EIT

Date: January 8, 2020

Re: Wakota Center Stormwater Review
WSB Project No. 013770-000

The following documents were submitted in November 2019 by EDS and were reviewed for compliance with the City of West St. Paul (City), Lower Mississippi River Watershed Management Organization (LMRWMO), and MPCA Engineering Guidelines:

- Wakota Plans 11-22-19
- Wakota Stormwater Calcs
- Drainage Areas Map
- 19-136 WAKOTA CENTER PROPOSED
- 19-136 WAKOTA CENTER PROPOSED DRAINAGE AREAS
- 19-136 WAKOTA CENTER existing
- 19-136 WAKOTA CENTER EX DRAINAGE AREAS

The project will disturb less than an acre which does not require an NPDES permit and does not trigger water quality requirements. City rate control requirements are still required to be met for this project. The following comments should be addressed as the project moves forward:

General

1. The storm structure proposed to tie into is within the MnDOT right of way. Applicant will need to get MnDOT approval to tie into the proposed structure. In addition, the applicant should confirm the tie-in is feasible based on the existing inverts at the tie-in structure. These existing inverts should be called out on the plans.

Plans

1. Applicant should clarify if the use and the design of the infiltration trench.
 - a. Applicant should confirm the trench is being designed to infiltrate. If the trench is designed to infiltrate, exfiltration should be added to the proposed modeling.
 - b. Applicant should clarify how runoff is supposed to get into the trench. For example, will roof drains be connected into the trench, will there be open castings on the structures at the ends of the trench, or is drainage expected to infiltrate through the surface.
 - c. The plan view shows the trench is proposed to be 10'x10'x43'. The 'Infiltration Trench Detail' shows there will be eight feet of rock overtop the 24" HDPE pipe. However, the elevations listed in the "Infiltration Trench Profile" detail don't show eight feet of separation between the rim elevation and the invert of the HDPE pipes.
 - d. The sanitary and watermain from the building are shown going through the trench.

2. The 'Stormwater Management Notes' sheet should be updated for this project. For example, it lists 0 acres of existing impervious even though there is existing impervious present.

Modeling

1. An MSE 3 distribution should be used for all modeled storm events.

We request the applicant respond with how each comment above has been addressed. Please reach out with any questions concerning the comment provided in this memo.