PLANNING COMMISSION MEETING

MUNICIPAL CENTER COUNCIL CHAMBERS

1616 HUMBOLDT AVENUE, WEST ST. PAUL, MN 55118

TUESDAY, JANUARY 21, 2020

7:00 P.M.

1. Roll Call

2. Adopt Minutes

2.A. PC Minutes - November 19, 2019

Documents:

11-19-19 PC MINUTES.PDF

3. Public Hearings

3.A. 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

Documents:

PC REPORT - 01.21.2020.PDF
PC ATTACHMENTS.PDF
PLANS 01.03.20.PDF

4. New Business

5. Old Business

6. Adjourn

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WEST ST. PAUL PLANNING COMMISSION
Regular Meeting

The regular meeting of the West St. Paul Planning Commission was called to order by Chair Kavanaugh on Tuesday November 19, 2019 at 7:01 p.m. at the Municipal Center, 1616 Humboldt Avenue, West St. Paul, Minnesota, 55118.

ROLL CALL Chair Kavanaugh and Commissioners McPhillips, Fransmeier, Strohmeier, Green, and Stevens.

Absent: None

Also Present: Assistant Community Development Director Boike, Community Development Coordinator Melissa Sonnek, and City Council Liaison John Justen

Adopt Minutes None

PUBLIC HEARINGS

PC CASE 19-13 – Zoning Ordinance Amendment, Regarding Allowing Auto Accessory Stores in the B3 District – City of West St. Paul

Coordinator Sonnek presented the item by stating that City Staff had been working with an interested business within West St. Paul to relocate to a new location, still within West St. Paul. The current zoning code states that automobile accessory sales are only allowed within the B4 – Shopping Center zoning district, which includes primarily big box stores and multi-tenant shops. The interested business had expressed interest in relocating to a standalone building, which is more commonly found within the B3 – General Business District. Staff believes this use to be appropriate for the zoning district.

Commissioner McPhillips asked if the business that the City has been working with had a particular area of interest within the City. Asst. Director Boike stated that Autozone is being required to relocate due to the Robert Street underpass project to make way for the River to River Trail connection. At the time, Autozone is believed to have a purchase agreement in place with the former Chuck-e-Cheese site, pending zoning approvals.

Chair Kavanaugh asked what the zoning is for the site that Autozone is currently located on. Asst. Director Boike stated that the current Autozone site is zoned B6 – Town Center Mixed Use, which does not allow for auto accessory sales, which would make the site legal non-conforming.

Commissioner Stevens asked why this use is currently not allowed within the B3 district. Asst. Director Boike stated that back in 2008 there was a city wide review of all of the auto uses within the City and there were a total of 28 within the City. After this, the City decided to limit the auto uses to only the B4 district. While today, the primary auto businesses in West St. Paul prefer to be in standalone buildings.

Chair Kavanaugh asked Asst. Director Boike if there were any health, safety, or wellness concerns about this ordinance amendment. Asst. Director Boike stated that City Staff believes this use is a good fit since it is primarily retail in nature.

Chair Kavanaugh then asked what auto related uses are currently allowed within the B3 district. Asst. Director Boike stated auto repair shops are allowed through a conditional use permit. Asst. Director Boike stated that Napa Auto is currently in West St. Paul, but are located within the B6 district and is currently legal non-conforming, O'Reilly Auto on the north end of town is in a B3 district and is legal non-conforming, pending the proposed ordinance change, and the O'Reilly Auto on the south end of town is in the B4 district.

Commissioner Fransmeier stated her concerns about allowing the use in the B3 district because the future is unknown, and while she does not dislike auto stores, she would not care to see more than 28 stores. Commissioner Fransmeier inquired about possibly allowing the use as a conditional use. Asst. Director Boike stated that allowing the use as a CUP is an option, and it would allow the Planning Commission and the City Council to place reasonable conditions on the application. Asst. Director Boike stated that since this use is retail in use, City Staff doesn't see an issue in allowing it as a permitted use, but allowing it as a conditional use is an option. Chair Kavanaugh asked what kind of conditions could be placed on this type of use. Asst. Director Boike stated that proposed amendment contains language placing restrictions on outdoor storage; however, other than that he is unsure of what other conditions would be placed on the use.

Commissioner Stevens inquired if Staff believed that restricting this use to the B4 district was the cause of having a decreased number is auto accessory stores. Asst. Director Boike clarified that the 28 stores where not just auto accessory, but repair as well, and City Staff has not had any inquiries from interested parties since that time in 2008.

Chair Kavanaugh stated that he could see there being concerns if the proposed change involved auto repair, due to storage and noise issues for adjacent property owners; however, since the proposed change only relates to accessory sales, it would be similar to any other retail operation.

Public Hearing

Planning Commission Chair Kavanaugh opened the public hearing at 7:09pm, and seeing no one from the public come forward to speak, then closed the public hearing at 7:09pm

On a motion by Commissioner Green, and Second by Commissioner Strohmeier, the item was recommended for approval with a 5-1 vote. With Commissioner Fransmeier as the no vote.

PC CASE 19-14 – Zoning Ordinance Amendment, Regarding Establishment of the Smith/Dodd Neighborhood Overlay District – City of West St. Paul

Asst. Director Boike presented a brief history of the draft ordinance dating back to early 2017, to establish a unique zoning overlay for the Smith/Dodd neighborhood that essentially creates a set of redevelopment requirements specific to the area. One of the changes the City Council requested that differed from the Planning Commission's recommendations was the reduced parking requirements if a redevelopment application complies with all other portions of the code requirements; the Planning Commission recommended offering a significant reduction in parking, while the City Council moved to reduce the minimum required off-street parking for commercial to zero if all other sections of the code are met.

Commissioner Fransmeier asked how the process would work if an applicant were to apply and provide off-street parking. Asst. Director Boike stated that while the code may not allow the applicant to have off-street parking, the applicant is still able to do so. Each application would most likely be reviewed under the site plan provisions of the code, and the proposed ordinance would limit the parking to either side yard or the rear yard and the side yard parking would be limited to how much parking would be allowed on the side yard. Commissioner Fransmeier asked about ADA requirements and if that requirement would still pertain if off-street parking is offered. Asst. Director Boike, confirmed. Chair Kavanaugh asked how much of the side frontage would be allowed to be used as parking. Asst. Director Boike stated the maximum would be thirty percent.

Commissioner Fransmeier asked City Council liaison Justen why the City Council elected to re-add banks, nursing homes, and retirement homes back into the language after Planning Commission recommended removing them. City Council liaison Justen referenced the minutes from when the City Council reviewed this item and stated that Councilperson Fernandez mentioned that the larger scale plan for the area is for Oxendale's to redevelop and potential funding options or plausible uses for that area could be nursing homes, retirement homes, or independent living. Council liaison Justen further went on to explain that multiple Councilmembers were of the opinion that since drive-through lanes were be restricted, it would be appropriate to allow smaller scale banks in the area. While in fact, for an area that is intended to have people shopping, a bank could be advantageous. Commissioner Fransmeier inquired if the Council believed that these uses would bring charm and character to the area. Council liaison Justen stated that it might enable character to be in the area, in order for the area to work and be profitable there would be have to be areas set aside for such uses. Commissioner Stevens asked what methods were available to prevent the area from being redeveloped as one large nursing home site. Asst. Director Boike mentioned that the ordinance language could be written to separate out nursing and assisted living from independent living facilities. Commissioner Fransmeier expressed concerns about allowing nursing care in the area, as it requires staff and visitor parking, stating that she does not see it as the right use for this area. Commissioner Green mentioned that nursing homes are allowed in the area as a conditional use, and would have to be reviewed by the Planning Commission and the Council prior to being constructed in the area.

Commissioner Green inquired about parking for a nursing home and if the Commission could require additional parking through the CUP process. Asst. Director Boike stated that requiring additional parking above the minimum might be difficult; however, the current parking requirements for nursing homes is two stalls per unit. Asst. Director Boike stated that for that type of use it can be excessive and doesn't foresee an applicant coming in and wanting to provide that much parking. Additionally, in order to deny a conditional use permit application, the City Council would need a reason that involved a health, safety, and/or wellness issue due to a CUP being essentially a permitted use that the City is allowed to place reasonable conditions on. So the City Council would not be able to deny an application simply because they do not like a project.

Commissioner Strohmeier asked about tobacco shops, as he remembered the Planning Commission recommending that as a prohibited use during earlier work sessions. Currently the ordinance lists it as a conditional use, which is better than a permitted use. Commissioner Fransmeier stated that she did not believe the Commission came to a consensus on the topic. Commissioner Stevens stated that she did not feel the use would need to be restricted. Commissioner Stevens then asked what the Commission gave as a reason for not liking about tobacco shops. Commissioner Fransmeier asked why the community would need one. Commissioner Stevens replied that if people would like to buy tobacco, the community would need one. Chair Kavanaugh stated that he has visited some charming

tobacco shops; however, there are some rough ones as well. Commissioner Strohmeier stated that it does not appear that the Commission has an appetite to prohibit smoke and tobacco. Commissioner Strohmeier asked Asst. Director Boike if we currently allow this use in the city, and if so where. Asst. Director Boike stated that the use is currently allowed in the B3 district.

Public Hearing

Planning Commission Chair Kavanaugh opened the public hearing at 7:25pm, and seeing no one from the public come forward to speak, then closed the public hearing at 7:25pm

Commissioner McPhillips asked who has seen the draft ordinance. Chair Kavanaugh stated that there were 11 meetings during the Smith/Dodd Small Area planning process and three work sessions, so the neighborhood and businesses had a lot of input and opportunity. Commissioner Stevens asked how much of what is included in the proposed ordinance outlined in the small area plan. Asst. Director Boike stated that the ordinance is more specific that the plan, but overall the ordinance meets the intent of the plan and what was agreed upon by the PAC that worked on the plan.

Chair Kavanaugh stated that in a review of the entire small area plan, he might not agree with everything or it might not contain all of the items he would have liked; however, the plan does include a lot of things that would be an improvement for the area.

Commissioner Fransmeier asked Asst. Director Boike what the recommendation was from the Planning Commission for the parking reduction option. Asst. Director Boike explained that it was a tiered system based on square footage of the building, allowing either a 75 or 50 percent reduction, cannot exactly remember what number was the final recommendation. Commissioner Fransmeier stated that since they do not know what will happen to the area in the future, she believes it would be a good idea to put some kind of minimum in place. For example, a building larger than 10,000 sq. ft. would require parking. Asst. Director Boike stated that the code does not prohibit a business from having parking, as was previously discussed. For a 10,000 sq. ft. building, that retailer's requirements will want parking and will not build unless they have that parking, or another thing to think about is financing. For example, Foodsmith, the reason that project was so delayed was the difficulty they experienced trying to get financing without parking, which they did eventually find. Therefore, the parking reduction would really only pertain to the smaller scale businesses. Council liaison Justen mentioned that the reason the Council went with the zero parking minimum was because there was a strong temperature on the Council that businesses will put in the parking that they require. Council liaison Justen continued by speaking from a business owner perspective, that he is aware that he needs a certain number of parking spaces and would not look at a location that did not have enough parking. The idea was that business would self-regulate their own parking, and he did not hear any objections to that and were intent on making the minimum zero specifically. Commissioner Stevens asked why the city wouldn't eliminate parking minimums throughout the entire city. Council Liaison Justen stated that there are a fair number of people on the City Council that would like to see that happen. Asst. Director Boike mentioned that larger metro and urban areas such as San Francisco are starting to do that, areas that have the density to support the surrounding businesses. Chair Kavanaugh added that the idea of an overlay district is not entirely new, it is used in downtown areas where the desire is not for more parking, but a more walkable area and more pedestrian friendly. Commissioner Stevens mentioned that whenever she sees areas like that, there is some sort of public parking available so that people can park nearby and then walk around the area. Chair Kavanaugh stated that there is ample street parking, which is public parking, even though that is a controversial comment. Commissioner Stevens mentioned that in addition to people having somewhere to park, she is also concerned for those that have more limited mobility. Commissioner McPhillips stated that he is also in favor of

public parking, and asked that Council liaison Justen carry that sentiment forward to the City Council. Commissioner McPhillips stated that it can be frustrating as a resident to maintain a parking space, to have it taken by someone else as you drive around the block to get to the spot that was just cleared.

Chair Kavanaugh asked if there were any further questions for City Staff, seeing none he continued by saying he is supportive of the amendment and believes that it has been thoroughly worked through to align with the small area plan that was adopted.

Commissioner Strohmeier made a motion to make pipe and tobacco shops a prohibited use, rather than a conditional use. Commissioner Fransmeier recommended a friendly amendment to remove nursing homes and assisted living from the area, but allow independent living to remain as a CUP. Commissioner Strohmeier stated that he would like to vote only on the pipe and tobacco use. Commissioner Fransmeier seconded the motion. The Commission voted 4-2 in opposition (Strohmeier and Fransmeier in support and McPhillips, Stevens, Kavanaugh, and Green in opposition) to making pipe and tobacco shops a prohibited use.

Commissioner Fransmeier made a motion to make nursing homes and assisted living prohibited uses, and to re-define senior living as independent living or multi-family and allow both under a conditional use permit. Commissioner Stevens seconded. The Commission voted 6-0 in favor of the proposed amendment to the zoning ordinance.

On a motion by Commissioner Green, and second by Commissioner Stevens, the item was recommended 6-0 for approval with the changes to re-define senior living as independent living or multi-family and allow both under a conditional use permit.

NEW BUSINESS

N/A

OLD BUSINESS

N/A

OTHER BUSINESS

Asst. Director Boike mentioned that Commissioner Leuer recently resigned from his position on the Planning Commission, and Staff would be formally recognize him for his efforts in December.

ADJOURNMENT

ON MOTION TO ADJOURN by Commissioner Stevens, seconded by Commissioner McPhillips. Commissioners RESOLVED to ADJOURN the November 19, 2019 regular meeting of the Planning Commission at 7:47pm. Motion approved 6-0.

Melissa Sonnek
Community Development Coordinator

CITY OF WEST ST. PAUL

Planning Commission Report

To: **Planning Commission**

From: **Melissa Sonnek, City Planner**

Date: **January 21, 2020**

Conditional Use Permit, Site Plan, and Preliminary Plat Review for 1140 Robert St.

REQUEST:

On behalf of Wakota Life Center, Dan Saad is requesting the approval of the following applications in order to construct a new 9,785 sq. ft. medical office at 1140 Robert St:

1. Site plan for the redevelopment of the property,
2. Conditional use permit to allow a medical office, and
3. Preliminary plat to combine lots.

Attachments:

Applications/Narrative/Notice
Memos from the Env. Comm. and Engineering Consultant
Submitted plans

CURRENT USES AND ZONING:

	Use	Zoning
Subject Property	Medical Office	B3, General Business
Properties to North	Commercial	B3, General Business
Properties to East	Single-family homes	R1, Single-family
Properties to South	Commercial	B3, General Business
Properties to West	Commercial	B3, General Business

1) SITE PLAN ANALYSIS:

Proposal
Wakota Life is proposing to tear down their existing 2,000 sq. ft. building at 1140 Robert St. and build a new, two story 9,785 sq. ft. building (see attached plans). The proposed building will be located on the same lot as the existing building (fronting Robert St.) with parking remaining at the rear of the property. As stated in the applicant's narrative, the proposed expansion is to accommodate programming growth in response to the community's evolving needs.

Building Setbacks
The B3 - General Business District requires the below listed building setbacks. The proposed site plan/preliminary plat complies with all of the building setbacks.

	Req. Setbacks	Proposed Setbacks
Front	10 – 40 ft.	13.3 ft.
Rear	20 ft. min	50 ft.
Side (north)	0 ft. min.	0 ft.
Side (south)	0 ft. min.	0 ft.

Parking Setbacks
The B3 - General Business District requires the below listed parking setbacks.

	Req. Setbacks	Proposed Setbacks
Front	Not Permitted	N/A
Rear	10 ft. min	0 ft.
Side (north)	0 ft, min	0 ft.
Side (south)	0 ft, min	0 ft.

The proposed site plan complies with all of the parking setbacks as detailed, with the exception of the rear parking lot setback. Despite the fact that the rear parking setback is located on the Raddatz lot (east half of the parking lot is owned by Raddatz Dance Studio with the west half owned by the applicant), since the eastern lot is not owned by Wakota Life, the City is unable to require that the adjacent property be brought into compliance. The two properties are currently in negotiation to repave and restripe the entire parking lot and to install curb and landscaping on the eastern most side of the property. The City is intending to plant the boulevard area to match the adjacent properties.

Parking Counts
The proposed site plan includes a total of 15 parking stalls in the Wakota side of the parking lot located behind the building. Based on the size of the new building, the site would need a total of 37 parking stalls to be in compliance with the code.

In order to provide the additional required parking, Wakota has obtained two parking agreements from adjacent properties; Twin Ventures at 1152 Robert has agreed to share 14 parking stalls and Rivera Chiropractic has agreed to share 10 parking stalls. With these parking agreements in place (see attachments), Wakota is able to provide the number of parking stalls required by code without a variance.

The code does allow for shared parking across multiple properties, as long as there is enough parking for each use. As such, City Staff is recommending a condition of approval that Wakota Life is to

maintain the minimum number of parking spaces required by code. If Wakota is unable to provide the necessary parking (i.e. a parking agreement is terminated) then the conditional use permit may be revoked.

Drive Aisle and Parking Stall Dimensions
The submitted plans call for one-way circulation through the parking lot. The zoning ordinance allows for a minimum one-way drive aisle width of 15 feet. The proposed parking lot layout meets this requirement. In regard to parking stall dimensions, the proposed layout calls for 9' x 20' parking stalls and 9' x 23' parallel parking stalls, both of which meet minimum requirements.

Curbing
The proposed site plan only includes curbing for a proposed sidewalk at the rear of the new building. The zoning ordinance requires curbing for all commercial parking lots. Since the existing parking lot is being modified as part of this project, typically the site plan process would require that the entire lot be brought into compliance with this requirement. However, this parking lot is unique in that all of the adjacent parking lots are also legal non-conforming and do not have curbing. Based on this and the proposed shared parking across multiple properties, Staff does not believe it is necessary to require curbing along the west, south, and north property lines.

Site Access and Sidewalk Connectivity
Vehicular access to the Wakota lot will be provided via an existing curb cut on Westchester Place, at the rear of the property through the Raddatz parking lot. Pedestrian access to the new building will be provided by a sidewalk from the public sidewalk on Robert St. to the front door, as well as through a door at the rear of the building.

Lighting
The applicant is not proposing exterior lighting as part of the project. Should the applicant opt to include exterior lighting in the future, all lighting shall be subject to the zero foot-candle requirement at all property lines.

Landscaping
The property currently has a small lawn between the Robert St. sidewalk and the front of the building. There are currently no trees on-site. The landscaping portion of the zoning code outlines a requirement of one quality tree per 20 lineal feet of property line, which equates to 30 trees. The proposed landscape plan calls for a smaller/reduced green space in the front yard setback, which will include 3 deciduous Swedish Aspen trees and 16 Juniper bushes.

Staff is comfortable recommending approval of the proposed landscaping due to relatively small amount of impervious surface being added. Staff also believes that the proposed landscaping area would not be able to support a larger number of mature trees.

Environmental Committee Review
The Environmental Committee reviewed the proposed landscape plan at their December 4, 2019 meeting. 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 are 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 would like to see native plantings in this area and not just a mowed lawn.

The Environmental Committee recommended approval of the plans with following additional recommendations:

1. The applicant is encouraged to use "pollinator friendly" native plants that were not treated with "neonicotinoids",
2. The applicant is encouraged to consider a green roof for stormwater treatment,
3. The applicant is encouraged to utilized dark sky technology for exterior lighting, and
4. The applicant is encouraged to include native plantings in rear yard landscape buffer.

Staff is requiring as a condition of approval that the applicant consider the recommendations of the Environmental Committee.

Construction Materials
The applicant is proposing a combination of cement based lap siding (primary material), masonry (primary material), aluminum storefront (primary material), and metal (secondary material). The proposed materials adhere to the requirements of the zoning ordinance.

Window Coverage
The submitted plans show an adequate amount of window coverage on the east and west elevations. The code requires that buildings maintain a minimum of 40% window coverage for walls that face a street, parking lot or open space. Since the proposed southern elevation does not meet the minimum window coverage requirement, City Staff is requiring as a condition of approval that the applicant alter the building elevations to incorporate at least 40% window coverage on the southern elevation.

Typically, City Staff would recommend the same for the northern elevation as well. However, the applicant is unable to provide the necessary windows on the northern elevation due to the proximity of the proposed building to the building to north (DulceMex – Candy Store). Building code does not allow for any openings on the northern side of the building, as a method for fire prevention/slowing.

Visual Relief
In the B3 – General Business district, all exterior walls that face a street, parking lot, or open space, which in this case is all sides, must not exceed 60 feet in length without visual relief. Visual relief can be accomplished by meeting two of the below listed criteria:

- The façade is divided architecturally with different materials and textures,
- There are horizontal offsets of at least two feet in depth,
- There are vertical offsets in the roofline of at least two feet, and
- The windows on the first floor are recessed horizontally at least one foot.

The submitted plans detail that the east, west, and south elevation meet this requirement; however, the northern elevation does not. Therefore, City Staff is requiring as a condition of approval that the applicant revise the plans to incorporate at least two of the visual relief criteria into the northern elevation in order to meet the code requirements.

Mechanical
The submitted plans do not include details on mechanical protrusions. As such, City Staff is requiring a condition of approval that all mechanical protrusions are properly screened as per section 153.032 (F).

Trash Enclosure
The submitted plans do not include a trash enclosure. Staff inquired as to whether or not the applicant was planning to include exterior trash and the applicant stated that they are planning to include an

enclosure at the southwest corner of the parking lot. If the applicant opts to include an enclosure, Staff is recommending a condition of approval that inclusion of exterior trash containers require a trash enclosure as detailed in Section 153.032 (F)(6) of the zoning ordinance.

Signage
The proposed plans do not include specifics on signage at this time. Staff is recommending a condition of approval requiring that all signage meet the requirements of Section 153 of the Zoning Ordinance.

Engineering/Storm water Review
The site plan was reviewed by an engineering consultant to specifically review stormwater requirements for the project.

The engineering consultant listed a number of recommendations regarding obtaining proper permits, storm and drainage calculations, and plan specifics. As such, City Staff is requiring as a condition of approval, that the applicant adhere to all items outlined in the WSB Engineering Memo dated January 8, 2020.

In addition, Staff is recommending a condition of approval that prior to obtaining a building permit, the applicant enter into a stormwater management agreement with the City for the proposed stormwater filtration basin.

2) CONDITIONAL USE PERMIT ANALYSIS

Zoning Ordinance
§ 153.171 CONDITIONAL USES.

Within the B3 - General Business District, no structure or land shall be used for the following uses, except by conditional use permit:

- Dental or medical office or clinic;

The B3 District requires a Conditional Use Permit for all medical offices. The existing business predates this requirement. Therefore, the business has been operating as a legal non-conforming use. The request to redevelop the property triggers the need to bring the use into compliance by obtaining a Conditional Use Permit.

Business Overview
Wakota's medical services include pregnancy testing and ultrasounds. They partner with Dr. Timothy Hernandez from Entira Family Clinics to interpret ultrasounds, providing 550 medical services in 2018.

Their material assistance program provides women and families maternity clothes, baby clothing through size 3T, diapers, wipes, car seats, high chairs, portable cribs, etc. Clients can come once a month to pick up diapers and clothes.

In 2018, Wakota distributed more than 99,000 diapers and 680 large baby items, such as car seats, portable cribs, strollers, and high chairs. They also offer family life education classes, which cover topics from natural fertility options and childbirth to breastfeeding and parenting. Other classes include: finance/budgeting, food/nutrition, healthy relationships, and employment. They are looking to add a mental health practitioner as well as part of the expansion.

Employees
Wakota currently has four full-time employees and five part-time employees. After completion of the new building, the applicant expects to add one additional full-time employee and one additional part-time employee in year one and again in year two.

Hours of Operation
Monday–Friday, 9 AM-5 PM

3) PRELIMINARY PLAT ANALYSIS:

Since the subject property was not previously platted, the City is requiring that the applicant plat the property (see attached preliminary plat drawing). The existing property consists of two un-platted parcels, the proposed plat would result in one parcel/lot consisting of .30 acres.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the SITE PLAN to allow for the construction of a new medical office building at 1140 Robert St. subject to the submitted plans and the following conditions:

1. Council approval of the corresponding conditional use permit and plat applications,
2. The applicant shall apply for and obtain all applicable building and sign permits,
3. The applicant shall ensure that all lighting levels will not exceed zero foot candles at all abutting property lines, and no direct glare shall extend into the public street, public open space, or neighboring properties,
4. The applicant shall alter the building elevations to incorporate at least 40% window coverage on the southern elevation prior to submitting building permit applications,
5. The applicant shall revise the plans to incorporate at least two of the visual relief criteria on the northern elevation,
6. The applicant shall ensure that all mechanical protrusions are properly screened as per section 153.032 (F) of the code,
7. The applicant shall ensure that any/all trash enclosures comply with section 153.032 (F)6 of the zoning code,
8. The applicant shall ensure that all signage meet the requirements of Section 153 of the zoning code,
9. The applicant shall adhere to the recommendations of the Environmental Committee per the attached memo dated December 11, 2019.
10. The applicant shall adhere to all items outlined in the WSB Engineering Memo dated January 8, 2020, and
11. The applicant shall enter into a stormwater management agreement with the city for the proposed stormwater filtration basin.

Staff recommends APPROVAL of the CONDITIONAL USE PERMIT to allow a Medical Office in a B3, General Business District at 1140 Robert St. subject to the following condition:

1. Council approval of the corresponding site plan and plat applications, and
2. The property is to maintain the minimum number of parking spaces required by code.

Staff recommends APPROVAL of the PRELIMINARY PLAT for 1140 Robert St. subject to the submitted preliminary plat drawing and the following conditions:

1. Council approval of the corresponding conditional use permit and site plan applications,
2. The applicant shall submit a final plat for formal review by the Planning Commission and City Council within one year,
3. Upon submittal of the final plat, the applicant shall include 10 foot drainage/utility easements along the front property line and a 5 foot drainage/utility along all interior property lines with the exception of those areas covered by the proposed building, and
4. The applicant shall record the final plat at Dakota County prior to issuance of a building permit to construct the new building.

CITY OF WEST ST. PAUL

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: PC 19-15
Date Received: 11/22/19
Receipt #
60 Day Date: 1/21/20

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.

_____	651-457-1195
Signature of Owner (Required)	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.

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

SITE PLAN APPLICATION

Filing Fee: $275.00

Escrow Amount: $1,300.00

Total Fees: $ 1575.00

OFFICE USE ONLY

Case No: 19-15

Date Received: 11/22/19

Receipt No:

60 Day Date: 1/21/20

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
WEST SAINT PAUL, MN 55118

Email: DAN@WAKOTA.ORG

Name of Owner: DAN SAAD

Phone # 651-457-1195

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

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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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: PC 19-15
Date Received: 11/22/19
Receipt No:
60 Day Date: 1/21/20

CONTACT INFORMATION

Name of Applicant:
Phone # 651-457-1195
Address of Applicant: 1140 ROBERT ST. S W. ST PAUL MN 55118
Email: DAN@WAKOTA.ORG

Name of Owner: DAN SAAD
Phone # 651-457-1195
Address of Owner: 1140 ROBERRT ST. S W.ST PAUL MN 55118
Email: DAN@WAKOTA.ORG

Name of Surveyor: EDS
Phone # 763-545-2800
Address of Surveyor: 6480 Wayzata Blvd. Minneapolis MN 55426
Email: vsivriver@edsmn.com

Name of Engineer:
Phone # 763-545-2800
Address of Engineer: 6480 Wayzata Blvd. Minneapolis MN 55426
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 — 651-457-1195

Signature of Owner (Required) — Phone Number

651-457-1195

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 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.

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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.

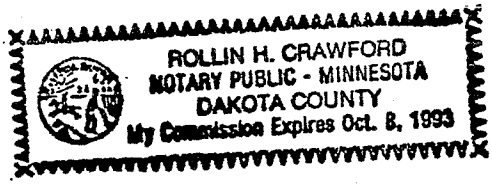
IN WITNESS WHEREOF, the parties have executed this Agreement at Eagan, Minnesota, on the date first above written.

By _____
John H. Hinding

By _____
Nancy Raddatz

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

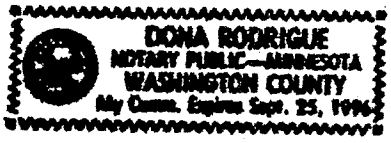
The foregoing instrument was acknowledged before me this 29th day of March, 1991, by John H. Hinding, a single person.



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 Rodrigue
Notary Public

ID#:2570C

Warranty Deed.
Individual to Individual.

Form No. 1-M

Brady-Margulis Co., Saint Paul, Minn.
Minnesota Uniform Conveyancing Blanks (1981).

107757

This Indenture, *Made this* 18th *day of* December, *19* 79,
between John Hinding and Susan Hinding, husband and wife

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

of the County of Dakota *and State of* Minnesota,
part Y *of the second part,*

WITNESSETH, That the said part ies *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 part* Y *of the second part, the receipt whereof is hereby acknowledged, do* hereby Grant, Bargain, Sell, and Convey unto the said part Y
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 (E½) 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 (E½) 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 thereunto belonging or in anywise appertaining, to the said part Y *of the second part, heirs and assigns, Forever. And the said* John Hinding and Susan Hinding, husband and wife
part ies *of the first part, for* themselves, their *heirs, executors and administrators, do covenant with the said part* Y *of the second part, heirs and assigns, that* they are *well seized in fee of the lands and premises aforesaid, and ha*ve *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 part Y *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 part* ies *of the first part will Warrant and Defend.*

IN TESTIMONY WHEREOF, The said part ies *of the first part ha*ve *hereunto set* their *hand*s *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:**

Number of Spaces Used	Quarterly Fee	Annual Equivalent
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 polices 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 polices 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 statues, 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 Venuture, LLC.

By: _____
Date: 11-19-2019

WAKOTA:
Wakota Life Care Center, Inc.

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, 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. 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 polices 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 polices 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.

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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.

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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 statues, 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

By: Carlos D. Rivera, Jr.
Date: December 20, 2019

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

By: _____
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.

701 XENIA AVENUE S | SUITE 300 | MINNEAPOLIS, MN | 55416 | 763.541.4800 | WSBENG.COM

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

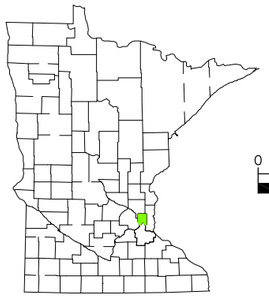
1. An MSE 3 distribution should be used for all modeled storm events.

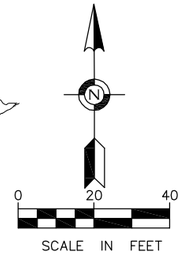
We request the applicant respond with how each comment above has been addressed. Please reach out with any questions concerning the comment provided in this memo.

WAKOTA LIFE CARE CENTER

1140 ROBERT STREET
WEST ST. PAUL, MINNESOTA

PRELIMINARY PLANS FOR:
PROPOSED BUILDING, PARKING LOT, PLAT, UTILITIES AND GRADING





PROJECT LOCATION
COUNTY: DAKOTA
CITY: WEST ST. PAUL

CONTACTS

OWNER REPRESENTIVE

DAN SAAD
PHONE CELL (612) 518-7818
PHONE OFFICE (651) 457-1195

GENERAL CONTRACTOR

SCARFONE CONTRACTING LLC
PHONE (651) 307-0335
RALPH SCARFONE

ARCHITECT

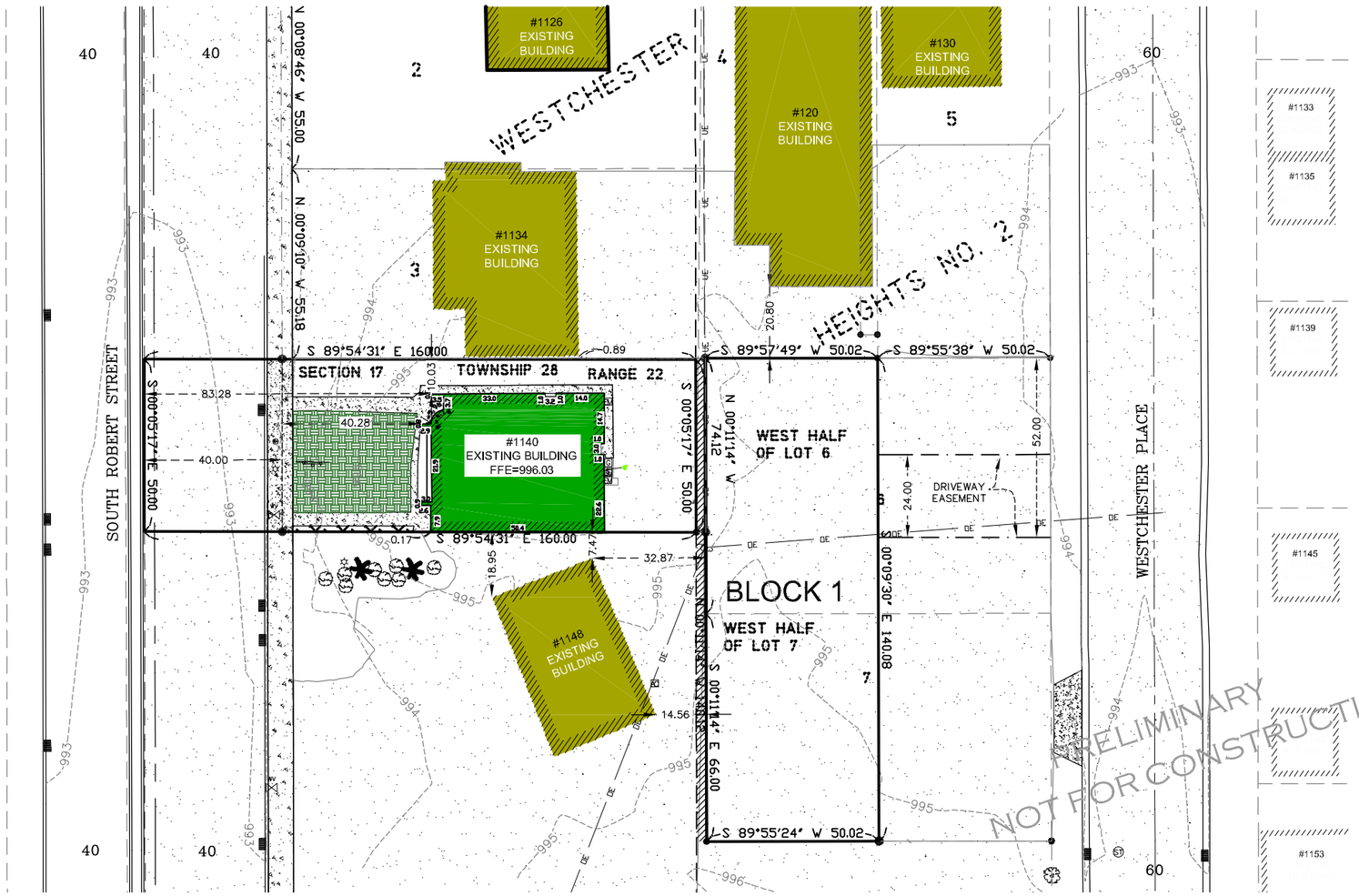
SKETCHES LLC
PHONE (651) 222-3444
CARLOS PEREZ

CITY PLANNER

CITY OF WEST ST. PAUL
PHONE (651) 552-4134
BENJAMIN BOIKE

ENGINEER / SURVEYOR

ENGINEERING DESIGN &
SURVEYING, INC.
6480 WAYZATA BLVD.
MINNEAPOLIS, MN 55426
PHONE (763) 545 2800
FAX (763) 545 2801
VLADIMIR SIVRIVER



SHEET INDEX

C1.....TITLE SHEET
C2.....EXISTING TOPOGRAPHY
C3.....SITE DIMENSION PLAN
C4.....GRADING, DRAINAGE & EROSION CONTROL PLAN
C5.....UTILITIES PLAN
C6.....SWMP PLAN
C7.....SWMP NOTES
C8.....PRELIMINARY PLAT
C9.....DETAILS
C10.....DETAILS 2

VICINITY MAP

SECTION 17, TOWNSHIP 28, RANGE 22

LEGEND

EXISTING

- DENOTES FOUND PROPERTY IRON
- DENOTES SET 1/2" X 18" REBAR WITH PLASTIC CAP "RLS 25105"
- DENOTES NAIL SET
- DENOTES PROPERTY LINE
- DENOTES LOT LINE
- DENOTES SETBACK LINE
- DENOTES DRAINAGE FLOW
- DENOTES ELECTRIC POWERPOLE
- DENOTES EXISTING MINOR CONTOUR LINE
- DENOTES EXISTING MAJOR CONTOUR LINE
- DENOTES OVERHEAD ELECTRIC
- (M) DENOTES MEASURED DIMENSION
- (P) DENOTES PLATTED DIMENSION
- DENOTES CONCRETE SURFACE
- DENOTES BITUMINOUS SURFACE
- DENOTES WATER VALVE
- DENOTES SANITARY MANHOLE
- DENOTES BUSH
- DENOTES SHRUB
- DENOTES STORM CATCH BASIN (RECTANGLE)
- DENOTES STORM SEWER MANHOLE
- DENOTES MANHOLE (UNKNOWN UTILITY)
- DENOTES GAS METER
- DENOTES ELECTRIC METER
- DENOTES AIR CONDITIONER
- DENOTES DRAINAGE FLOW
- DENOTES GREEN SPACE AREA
- DENOTES LIGHT POLE
- DENOTES SIGN POST

MINIMUM SETBACKS

	BUILDING	PARKING
FRONT SETBACK	10-40	NOT PERMITTED
SIDE SETBACK	0	0
REAR SETBACK	20	10

ZONING

EXISTING ZONING	B -3
MEDIUM DENSITY	B

BENCHMARK

ELEVATION = 957.43 (NAVD 88) MNDOT DISK "BATLER".

ENGINEERING DESIGN & SURVEYING
6480 Wayzata Blvd. Minneapolis, MN 55426
OFFICE: (763) 545-2800 FAX: (763) 545-2801
EMAIL: info@edsmn.com WEBSITE: http://edsmn.com

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

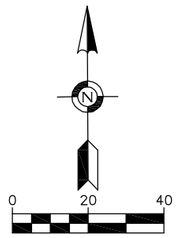
Vlad Sivriver DATED: 11/22/19

VLADIMIR SIVRIVER P.E. NO. 25105

TITLE SHEET

JOB NAME: GUIDING STAR WAKOTA NEW FACILITY		DRAWN BY: IS	PROJ. NO. 19-136
LOCATION: 1140 SOUTH ROBERT STREET WEST SAINT PAUL, MN 55118		CHECKED BY: VS	SHEET NO. C1

EXISTING TOPOGRAPHY



LEGEND

- DENOTES FOUND PROPERTY IRON
- DENOTES SET 1/2" X 18" REBAR WITH PLASTIC CAP "RLS 25105"
- DENOTES NAIL SET
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- DENOTES LOT LINE
- DENOTES SETBACK LINE
- DENOTES DRAINAGE FLOW
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- OE DENOTES OVERHEAD ELECTRIC
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- DENOTES SIGN POST

Call 48 Hours before digging
GOPHER STATE ONE CALL
Twin Cities Area 651–454–0002
MN. Toll Free 1–800–252–1166

LEGAL DESCRIPTION

The North 50 feet of the South 460 feet of the West 160 feet of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼), Section Seventeen (17), Township Twenty–eight (28), Range Twenty–two (22), Dakota County, Minnesota, According to the Government Survey thereof.

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ZONING

EXISTING ZONING	B -3
MEDIUM DENSITY	B

MINIMUM SETBACKS

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SIDE SETBACK	0 FT.
REAR SETBACK	20 FT.

PRELIMINARY
NOT FOR CONSTRUCTION

NOTES

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5. PROPERTY DESCRIPTIONS APPROXIMATE AND NOT PROVIDED BY CLIENT
6. AT THE TIME OF THIS SURVEY THERE ARE NO BUILDING IMPROVEMENTS.

BENCHMARK

ELEVATION = 957.43 (NAVD 88) MNDOT DISK "BATLER".

EXISTING HARDCOVER

EXISTING BUILDING	2,028 SQ. FT
EXISTING CONCRETE SURFACE	1,991 SQ. FT
EXISTING BITUMINOUS SURFACE	9,070 SQ. FT
TOTAL IMPERVIOUS SURFACE AREA	13,089 SQ. FT.
TOTAL LOT AREA	15,013 SQ. FT.
EXISTING HARDCOVER	87.2 %

NO.	DATE	DESCRIPTION	BY

EDS
ENGINEERING DESIGN & SURVEYING
6480 Wayzata Blvd. Minneapolis, MN 55426
OFFICE: (763) 545-2800 FAX: (763) 545-2801
EMAIL: info@edsmn.com WEBSITE: http://edsmn.com

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

Vlad Sivriver DATED: 11/22/19

VLADIMIR SIVRIVER P.E. NO. 25105

EXISTING TOPOGRAPHY

JOB NAME: GUIDING STAR WACOTA NEW FACILITY

LOCATION: 1140 SOUTH ROBERT STREET WEST SAINT PAUL, MN 55118

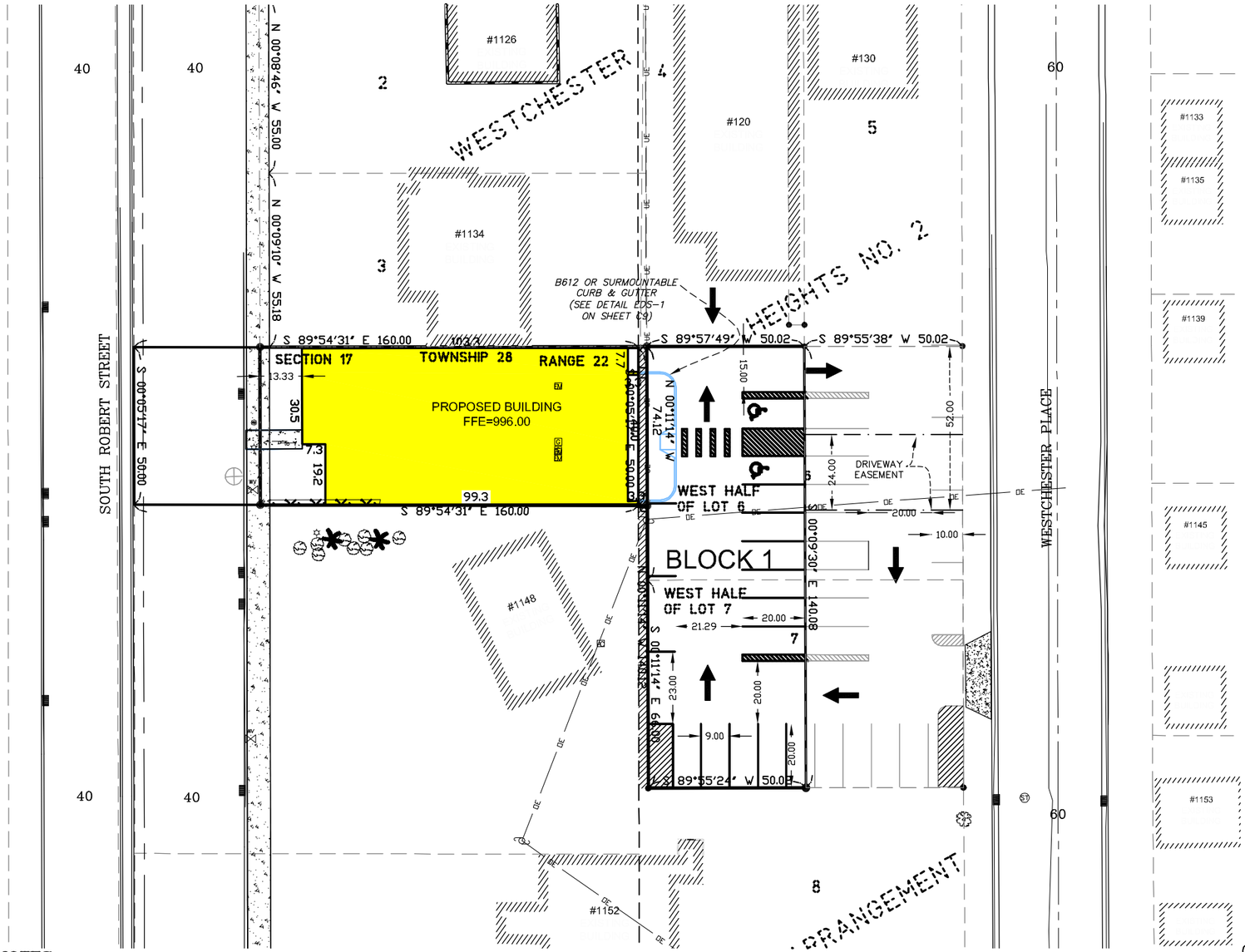
DRAWN BY: IS

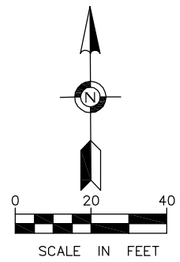
CHECKED BY: VS

PROJ. NO. 19–136

SHEET NO. C2

SITE DIMENSION PLAN





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VLADIMIR SIVRIVER P.E. NO. 25105

SITE DIMENSION PLAN

JOB NAME: GUIDING STAR WACOTA NEW FACILITY
LOCATION: 1140 SOUTH ROBERT STREET WEST SAINT PAUL, MN 55118

DRAWN BY: IS
CHECKED BY: VS

PROJ. NO. 19-136
SHEET NO. C3

GRADING, DRAINAGE AND EROSION CONTROL PLAN

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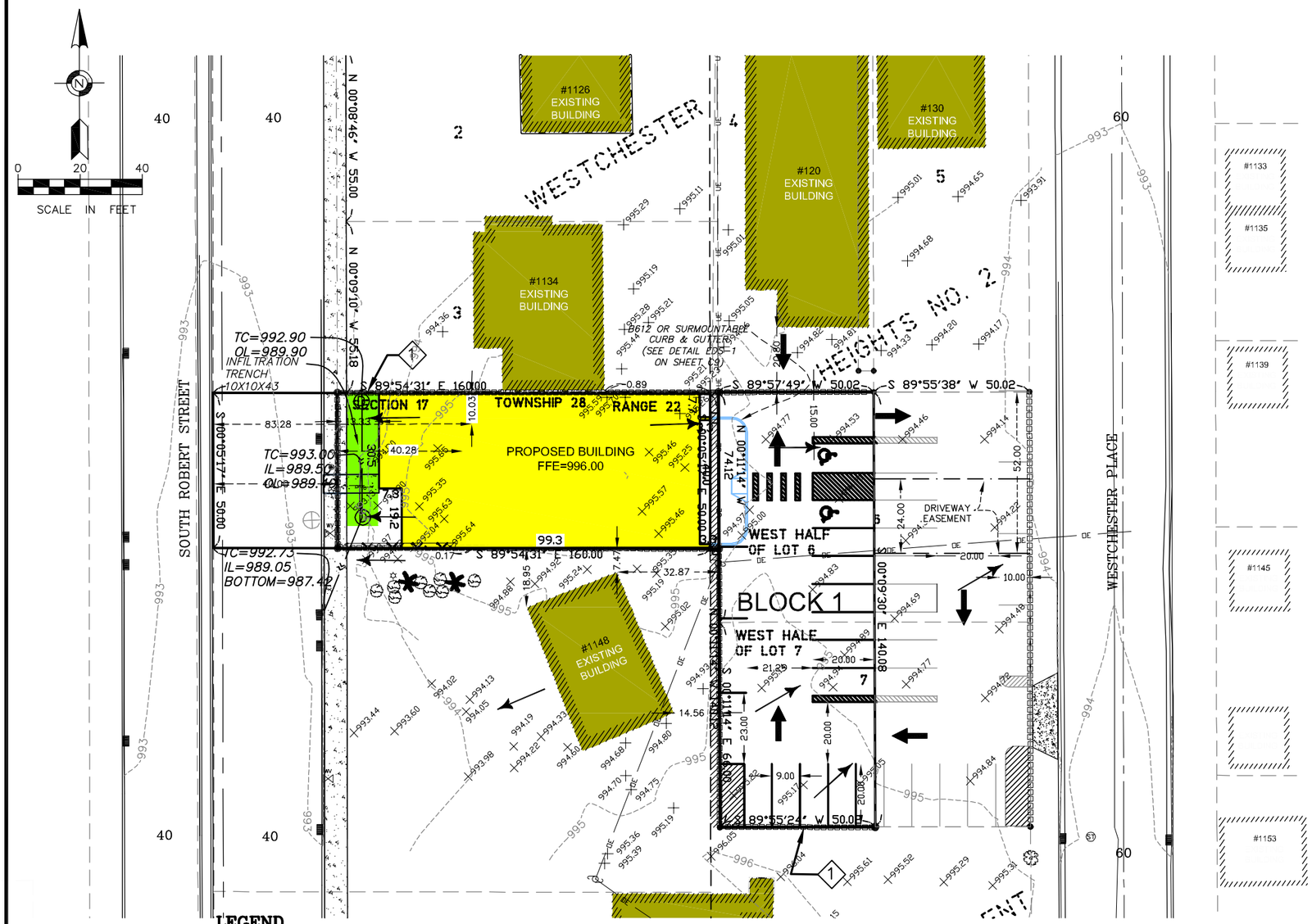
Twin Cities Area 651-454-0002
MN. Toll Free 1-800-252-1166



GRADING NOTES

1. CONTRACTOR SHALL FIELD VERIFY THE LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES AND TOPOGRAPHIC FEATURES PRIOR TO START OF SITE GRADING. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE PROJECT ENGINEER OF ANY DISCREPANCIES OR VARIATIONS.
2. SUITABLE GRADING MATERIAL SHALL CONSIST OF ALL SOIL ENCOUNTERED ON THE SITE WITH EXCEPTION OF TOPSOIL DEBRIS. ORGANIC MATERIAL AND OTHER UNSTABLE MATERIAL. STOCKPILE TOPSOIL AND GRANULAR FILL AT LOCATIONS DIRECTED BY CONTRACTOR.
3. SUBGRADE EXCAVATION SHALL BE BACKFILLED IMMEDIATELY AFTER EXCAVATION TO HELP OFFSET ANY STABILITY PROBLEMS DUE TO WATER SEEPAGE OR STEEP SLOPES. WHEN PLACING NEW SURFACE MATERIAL ADJACENT TO EXISTING PAVEMENT, THE EXCAVATION SHALL BE BACKFILLED PROMPTLY TO AVOID UNDERMINING OF THE EXISTING PAVEMENT.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HORIZONTAL AND VERTICAL CONTROL.
5. GRADES SHOWN ARE FINISHED GRADES, CONTRACTOR SHALL ROUGH GRADE TO SUBGRADE ELEVATION.
6. ALL EXCESS MATERIAL, BITUMINOUS SURFACING, CONCRETE ITEMS, ANY ABANDONED UTILITY ITEMS, AND OTHER UNSTABLE MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OFF THE CONSTRUCTION SITE.
8. COMPLETION OF SITE GRADING OPERATIONS SHALL RESULT IN ALL AREAS BEING GRADED TO 'PLAN SUBGRADE ELEVATION'. THE PARKING LOT AND DRIVEWAY AREAS SHALL BE DETERMINED BY REFERRING TO THE SITE PLAN AND PAVEMENT SECTION DETAILS FOR LOCATION AND LIMITS OF BITUMINOUS PAVEMENT SECTIONS.
9. THE MINIMUM GRADED SLOPE FROM EDGE OF BUILDING SHALL BE 6 INCHES IN 10 FEET.
10. FINISHED GROUND AND SOD ELEVATION ADJACENT TO BUILDING SHALL BE 6" BELOW FLOOR ELEVATION. SLOPE GROUND AWAY FROM BUILDING A MINIMUM OF 6" IN 10 FEET BEYOND 10 FEET REFER TO PLAN GRADES.
11. CONTRACTOR IS RESPONSIBLE FOR GRADING AND SLOPING THE FINISHED GROUND SURFACE TO PROVIDE SMOOTH & UNIFORM SLOPES. WHICH PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS AND PREVENT PONDING IN LOWER AREAS. CONTACT ENGINEER IF FIELD ADJUSTMENTS TO GRADING PLANS ARE REQUIRED.
12. CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION, PAVEMENTS AND CURB AND GUTTER WITH SMOOTH UNIFORM SLOPES WHICH PROVIDE POSITIVE DRAINAGE. CONTACT PROJECT ENGINEER IF FIELD ADJUSTMENTS ARE REQUIRED.
13. INSTALL A MINIMUM OF 4 INCHES CLASS 7 AGGREGATE BASE UNDER CURB AND GUTTER.
14. CONTRACTOR SHALL REMOVE ONLY THOSE TREES MARKED IN THE FIELD VERIFY WITH ENGINEER PRIOR TO REMOVAL.
15. ALL GRADING SHALL BE ACCORDING TO MnDOT 2105.
16. EXISTING CURB CUTS SHALL BE REMOVED AND REPLACED WITH CURB AND GUTTER PER CITY STANDARD DETAILS (AND SPECIFICATIONS). B618 FOR PUBLIC STREET.
17. A BLOOMINGTON NON-RESIDENTIAL DRIVEWAY APRON IS REQUIRED ON ACCESSES TO PUBLIC STREETS.
18. CONTACT UTILITIES DIVISION REGARDING PERMIT FOR STORM SEWER CONSTRUCTION.

EROSION CONTROL NOTES

1. CONTRACTOR MUST CALL FOR A PRE-CONSTRUCTION MEETING 48HRS PRIOR TO ANY LAND DISTURBANCES 612-673-3867. FAILURE TO DO SO MAY RESULT IN FINES, THE REVOCATION OF PERMIT AND A STOP WORK ORDER BEING ISSUED.
2. INSTALL PERIMETER EROSION CONTROL AT THE LOCATIONS SHOWN ON THE PLANS PRIOR TO THE COMMENCEMENT OF ANDY LAND DISTURBANCE OR CONSTRUCTION ACTIVITIES.
3. BEFORE BEGINNING CONSTRUCTION, INSTALL A TEMPORARY ROCK CONSTRUCTION ENTRANCE AT EACH POINT WERE VEHICLES EXIT THE CONSTRUCTION SITE. USE 2 INCH OR GREATER DIAMETER ROCK IN A LAYER AT LEAST 6 INCHES THICK ACROSS THE ENTIRE WIDTH OF THE ENTRANCE. EXTEND THE ROCK ENTRANCE AT LEAST 50 FEET INTO THE CONSTRUCTION ZONE USING A GEO-TEXTILE FABRIC BENEATH THE AGGREGATE TO PREVENT MIGRATION OF SOIL INTO THE ROCK FROM BELOW.
4. REMOVE ALL SOILS AND SEDIMENTS TRACKED OR OTHERWISE DEPOSITED ONTO PUBLIC AND PRIVATE PAVEMENT AREAS. REMOVAL SHALL BE ON A DAILY BASIS WHEN TRACKING OCCURS AND MAY BE ORDERED BY MINNEAPOLIS INSPECTORS AT ANY TIME IF CONDITIONS WARRANT. SWEEPING SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE CONSTRUCTION AND DONE IN A MANNER TO PREVENT DUST BEING BLOWN TO ADJACENT PROPERTIES.
5. INSTALL INLET PROTECTION AT ALL PUBLIC AND PRIVATE CATCH BASIN INLETS, WHICH RECEIVE RUNOFF FROM THE DISTURBED AREAS. CATCH BASIN INSERTS OR OTHER APPROVED PRODUCT ARE REQUIRED IN UNDISTURBED AREAS THAT MAY RECEIVE RUN OFF FROM THE PROJECT AREA. HAY BALES OR FILTER FABRIC WRAPPED GRATES ARE NOT ALLOWED FOR INLET PROTECTION.
6. LOCATE SOIL OR DIRT STOCKPILES NO LESS THAN 25 FEET FROM ANY PUBLIC OR PRIVATE ROADWAY OR DRAINAGE CHANNEL. IF REMAINING FOR MORE THAN SEVEN DAYS, STABILIZE THE STOCKPILES BY MULCHING, VEGETATIVE COVER, TARPS, OR OTHER MEANS. CONTROL EROSION FROM ALL STOCKPILES BY PLACING SILT BARRIERS AROUND THE PILES. TEMPORARY STOCKPILES LOCATED ON PAVED SURFACES MUST BE NO LESS THAN TWO FEET FROM THE DRAINAGE/GUTTER LINE AND SHALL BE COVERED IF LEFT MORE THAN 24HRS.
7. MAINTAIN ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES IN PLACE UNTIL THE CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED. INSPECT TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES ON A DAILY BASIS AND REPLACE DETERIORATED, DAMAGED, OR ROTTED EROSION CONTROL DEVICES IMMEDIATELY.
8. TEMPORARILY OR PERMANENTLY STABILIZE ALL CONSTRUCTION AREAS WHICH HAVE UNDERGONE FINAL GRADING, AND ALL AREAS IN WHICH GRADING OR SITE BUILDING CONSTRUCTION OPERATIONS ARE NOT ACTIVELY UNDERWAY AGAINST EROSION DUE TO RAIN, WIND AND RUNNING WATER WITHIN 7-14 DAYS. USE SEED AND MULCH, EROSION CONTROL MATTING, AND/OR SODDING AND STAKING IN GREEN SPACE AREAS. AN EARLY APPLICATION OF GRAVEL BASE ON AREAS TO BE PAVED RECOMMENDED MINIMIZING EROSION POTENTIAL.
9. REMOVE ALL TEMPORARY SYNTHETIC, STRUCTURAL, NON-BIODEGRADABLE EROSION AND SEDIMENT CONTROL DEVICES AFTER THE SITE HAS UNDERGONE FINAL STABILIZATION WITH PERMANENT VEGETATION ESTABLISHMENT. FINAL STABILIZATION FOR PURPOSED OF THIS REMOVAL IS 70% ESTABLISHED COVER OVER DENUDED AREA.
10. READY MIXED CONCRETE AND CONCRETE BATCH PLANTS ARE PROHIBITED WITHIN THE PUBLIC RIGHT OF WAY. ALL CONCRETE RELATED PRODUCTION, CLEANING AND MIXING ACTIVITIES SHALL BE DONE IN THE DESIGNATED CONCRETE MIXING/WASHOUT LOCATIONS AS SHOWN IN THE EROSION CONTROL PLAN. UNDER NO CIRCUMSTANCE MAY WASHOUT WATER DRAIN ONTO THE PUBLIC RIGHT OF WAY OR INTO ANY PUBLIC OR PRIVATE STORM DRAIN CONVEYANCE.
11. CHANGES TO APPROVED EROSION CONTROL PLAN MUST BE APPROVED BY THE EROSION CONTROL INSPECTOR PRIOR TO IMPLEMENTATION. CONTRACTOR TO PROVIDE INSTALLATION AND DETAILS FOR ALL PROPOSED ALTERNATE TYPE DEVICES.

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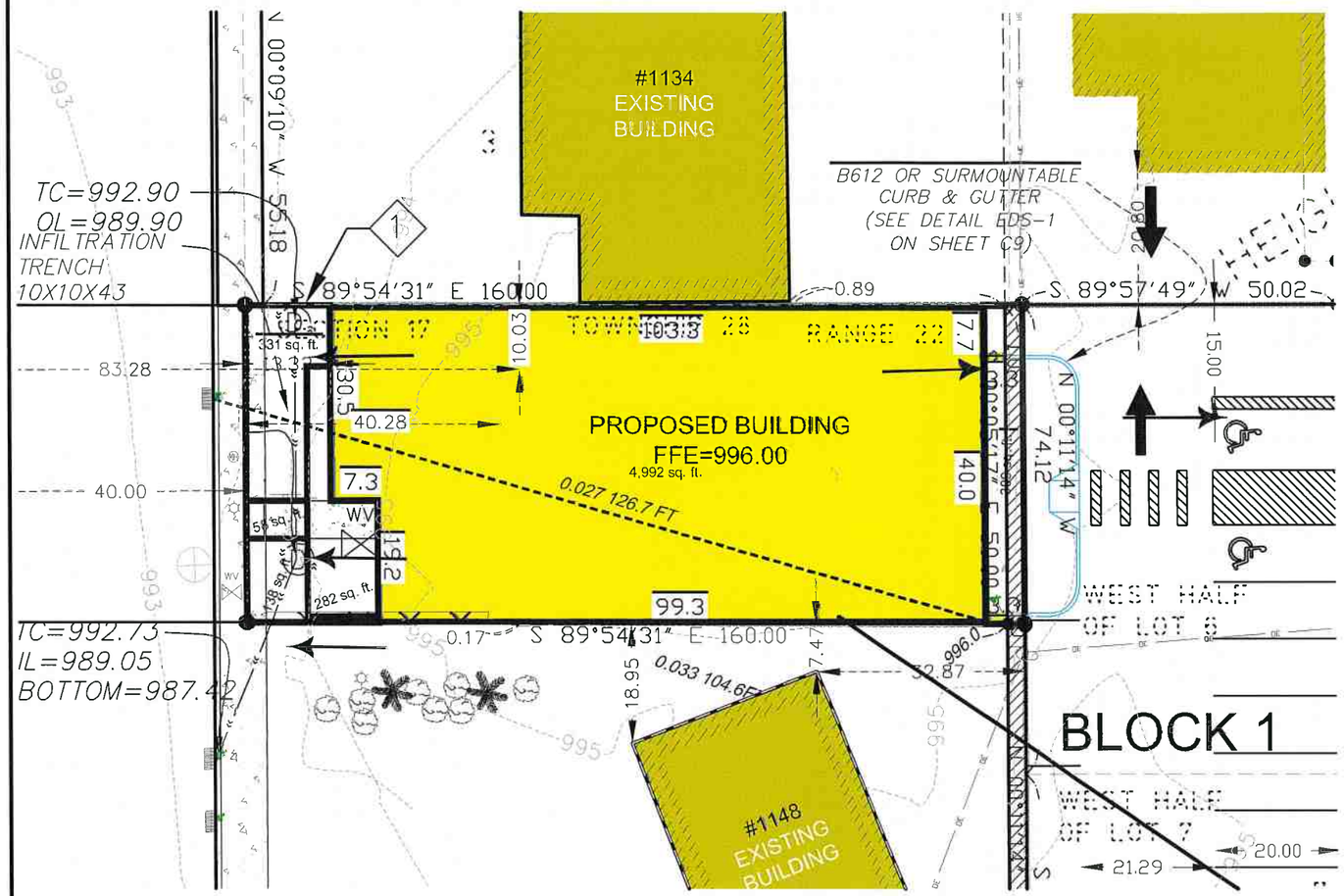
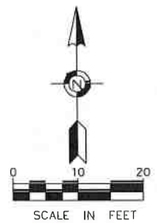
PROPOSED DRAINAGE AREAS





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PROPOSED SIDEWALK	58 SQ. FT
PROPOSED CANOPY	282 SQ. FT
PROPOSED PAVED AREAS (EAST)	309 SQ. FT
TOTAL IMPERVIOUS SURFACE AREA	5,641 SQ. FT.
TOTAL LOT AREA	6,000 SQ. FT.
EXISTING HARDCOVER	94.0%

BENCHMARK

ELEVATION = 957.43 (NAVD 88) MNDOT DISK "BATLER".

NOTES

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PRELIMINARY
NOT FOR CONSTRUCTION

ENGINEERING DESIGN & SURVEYING
6480 Wayzata Blvd. Minneapolis, MN 55426
OFFICE: (763) 545-2800 FAX: (763) 545-2801
EMAIL: info@edsmn.com WEBSITE: http://edsmn.com

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

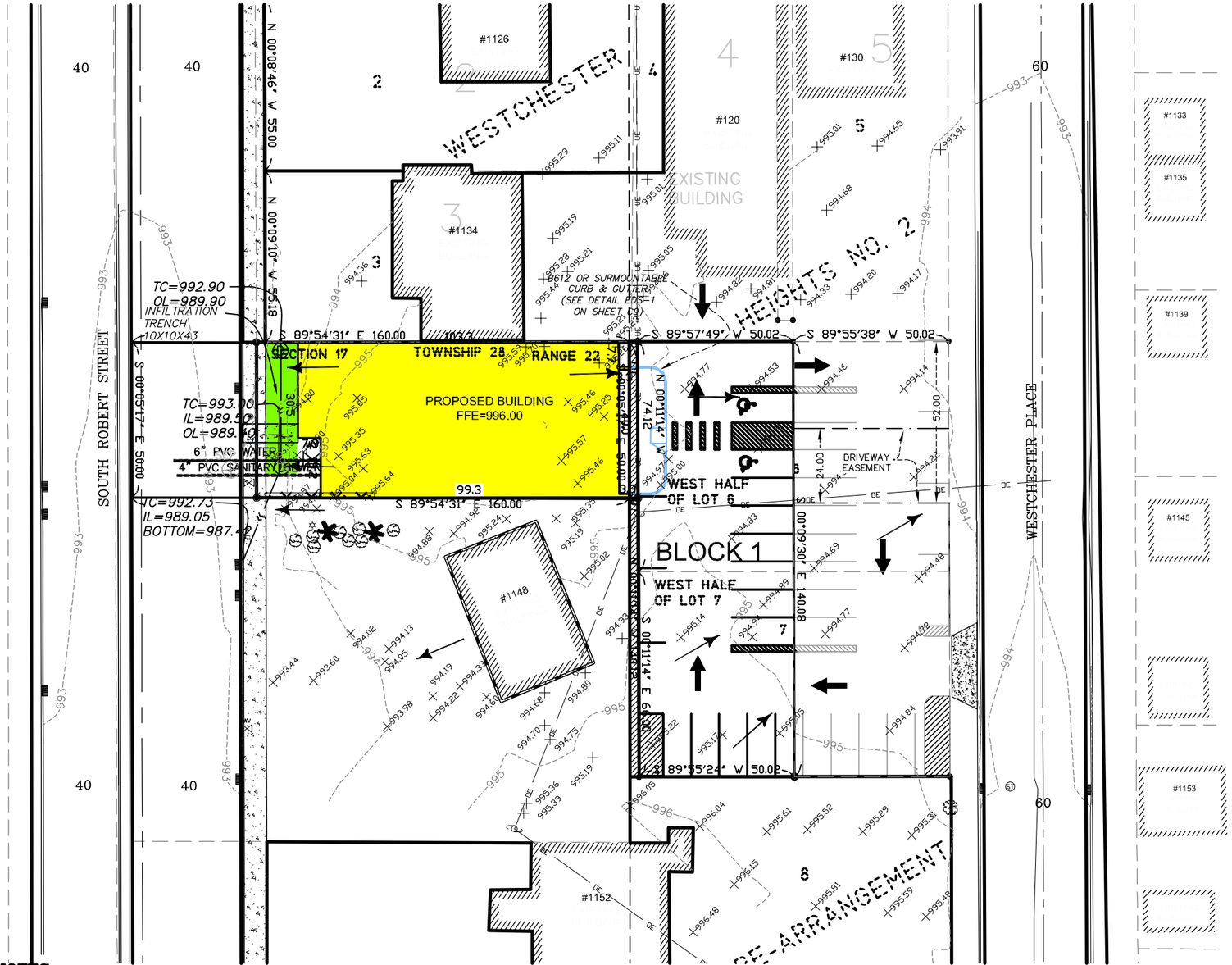
Vlad Sivriver DATED: 11/23/19

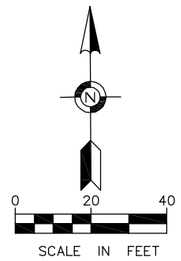
VLADIMIR SIVRIVER P.E. NO. 25105

PROPOSED DRAINAGE AREAS

JOB NAME: GUIDING STAR WACOTA NEW FACILITY	DRAWN BY: IS	PROJ. NO. 19-136
LOCATION: 1140 SOUTH ROBERT STREET WEST SAINT PAUL, MN 55118	CHECKED BY: VS	SHEET NO. C4

UTILITY PLAN





Call 48 Hours before digging

GOPHER STATE ONE CALL

Twin Cities Area 651–454–0002

MN. Toll Free 1–800–252–1166

LEGEND

- DENOTES FOUND PROPERTY IRON
- DENOTES SET 1/2" X 18" REBAR WITH PLASTIC CAP "RLS 25105"
- DENOTES NAIL SET
- DENOTES PROPERTY LINE
- DENOTES LOT LINE
- DENOTES SETBACK LINE
- DENOTES DRAINAGE FLOW
- DENOTES ELECTRIC POWERPOLE
- DENOTES EXISTING MINOR CONTOUR LINE
- DENOTES EXISTING MAJOR CONTOUR LINE
- DENOTES OVERHEAD ELECTRIC
- DENOTES MEASURED DIMENSION
- DENOTES PLATTED DIMENSION
- DENOTES CONCRETE SURFACE
- DENOTES BITUMINOUS SURFACE
- DENOTES WATER VALVE
- DENOTES SANITARY MANHOLE
- DENOTES BUSH
- DENOTES SHRUB
- DENOTES STORM CATCH BASIN (RECTANGLE)
- DENOTES STORM SEWER MANHOLE
- DENOTES MANHOLE (UNKNOWN UTILITY)
- DENOTES GAS METER
- DENOTES ELECTRIC METER
- DENOTES AIR CONDITIONER
- DENOTES DRAINAGE FLOW
- DENOTES GREEN SPACE AREA
- DENOTES LIGHT POLE
- DENOTES SIGN POST

ZONING

EXISTING ZONING	B -3
MEDIUM DENSITY	B

MINIMUM SETBACKS

FRONT SETBACK	40 FT.
SIDE SETBACK	0 FT.
REAR SETBACK	20 FT.

MATERIALS

WATER	
-WATER SERVICE	6" C900 PVC PIPE
SANITARY	
-SANITARY SERVICE	4" SDR 40 PVC PIPE SCHEDULE 40

SEPARATION/LOCATION NOTES

- 4' TYPICAL SEPARATION BETWEEN SANITARY SERVICE AND -WYE STATIONED FROM DOWNSTREAM MANHOLE.

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BENCHMARK

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MNDOT DISK "BATLER".

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Vlad Sivriver DATED: 11/22/19

VLADIMIR SIVRIVER P.E. NO. 25105

UTILITY PLAN

JOB NAME: GUIDING STAR WACOTA NEW FACILITY

LOCATION: 1140 SOUTH ROBERT STREET WEST SAINT PAUL, MN 55118

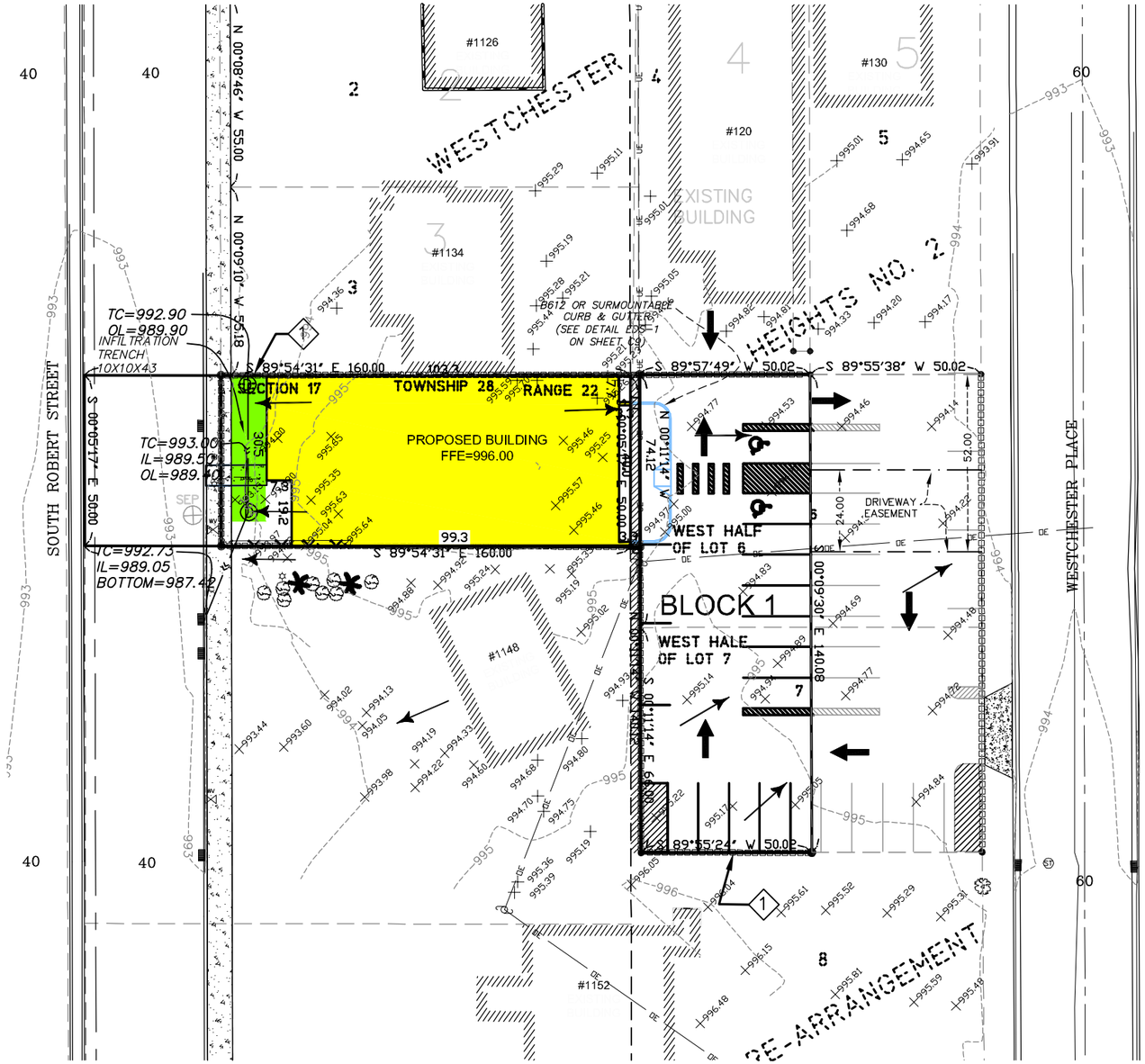
DRAWN BY: IS

CHECKED BY: VS

PROJ. NO. 19–136

SHEET NO. C5

STORM WATER MANAGEMENT PLAN



0 20 40

SCALE IN FEET

LEGEND

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MN. Toll Free 1-800-252-1166

GENERAL NOTES

1. SEE SWPP NOTES ON SHEET C9 FOR FURTHER SWPP REQUIREMENTS, IN CASE OF CONFLICT BETWEEN THIS PLAN AND SWPP NOTES, THE SWPP NOTES SHALL OVERRULE.
2. ALL EROSION CONTROL MEASURES MUST BE INSTALLED AT THE INITIAL STAGES OF CONSTRUCTION AND MAINTAINED UNTIL ALL AREAS ALTERED HAVE BEEN RESTORED.
3. ALL REAR YARD AREAS OF LOTS AT SETBACK LINE ARE TO BE MULCHED AND SEEDED WITHIN 14 DAYS OF GRADING BY GRADING CONTRACTOR. ALL AREAS BETWEEN THE CURB AND SETBACK LINE ARE TO BE MULCHED AND SEEDED WITHIN 14 DAYS OF PRIVATE UTILITY INSTALLATION BY THE UTILITY CONTRACTOR.
4. STREET SWEEPING MUST BE UNDERTAKEN ON AN AS-NEEDED BASIS.
5. PERFORM SEEDING FOR FINAL STABILIZATION OF DISTURBED AREA AS FOLLOWS:

   a. REPLACE TOPSOIL TO PROVIDE A UNIFORM THICKNESS. LOOSEN TOPSOIL TO MINIMUM DEPTH OF 3".

   b. APPLY COMMERCIAL GRADE SLOW RELEASE FERTILIZER PER 1,000 SQUARE FEET.

   c. INCORPORATE FERTILIZER INTO SOIL BY USE OF HARROW OR OTHER MEANS TO PLACE FERTILIZER BELOW GROUND LEVEL.

   d. APPLE Mn/DOT SEED MIXTURE 190 AT RATE OF 100 POUNDS PER ACRE WITH BRILLION TYPE SEEDER OR OTHER MEANS TO COVER SEED WITH $\frac{1}{3}$" TO $\frac{3}{4}$" OF SOIL.

   e. APPLY UNIFORM COVERING OF Mn/DOT TYPE 1 MULCH AT A RATE OF 2 TONS PER ACRE.

   f. ANCHOR MULCH TO DEPTH OF 2" TO 3" WITH DISC ANCHOR OR OTHER MEANS IMMEDIATELY AFTER SEEDING.

NUMBERED NOTES

1. INSTALL SILT FENCE PRIOR TO START OF SOIL DISTURBING ACTIVITIES.
2. INSTALL TEMPORARY GRAVEL CONSTRUCTION ENTRANCE PRIOR TO START OF SOIL DISTURBING ACTIVITIES.
3. INSTALL STORM SEWER INLET PROTECTION IMMEDIATELY AFTER STRUCTURE INSTALLATION IF INLET IS TO REMAIN EXPOSED TO SURFACE RUNOFF.
4. INSTALL SWPP BOX NEAR THE CONSTRUCTION ENTRANCE.
5. INSTALL TEMPORARY CONCRETE WASHOUT PAD.

① PROVIDE SILT FENCE AROUND PERIMETER OF SITE
② PLACE SOD ON DISTURBED AREA
③ ALL FINISH ELEVATIONS ARE GIVEN ON FLOW LINE UNLESS OTHERWISE NOTED
④ ROCK CONSTRUCTION ENTRANCE

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BENCHMARK

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MNDOT DISK "BATLER".

NOT FOR CONSTRUCTION

EDS
ENGINEERING DESIGN & SURVEYING
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Vlad Sivriver DATED: 11/22/19

VLADIMIR SIVRIVER P.E. NO. 25105

STORM WATER MANAGEMENT PLAN

JOB NAME: GUIDING STAR WACOTA NEW FACILITY		DRAWN BY: IS	PROJ. NO. 19-136
LOCATION: 1140 SOUTH ROBERT STREET WEST SAINT PAUL, MN 55118		CHECKED BY: VS	SHEET NO. C6

Storm Water Pollution Prevention Plan
The work described to implement the following Storm Water Pollution Prevention Plan (SWPPP) shall be considered part of the Contract Documents and shall be performed by the Contractor. The work to Install and maintain the Best Management Practices (BMP's) to prevent erosion and provide sediment control shall be in accordance with Permit No. MN R10000f and shall include, but are not necessarily be limited to, the requirements contained herein.

1. Construction Activity Information

Project Name: WAKOTA LIFE CARE CENTER
Project Address/Location: Township-Section-Range = 28-17-22
City/Township: City of WEST SAINT PAUL State: MN Zip Code: 55118
County Parcel ID Number(s): 420170061031 & 428381001072
All cities where construction will occur: City of WEST SAINT PAUL
All townships where construction will occur: Not Applicable
All counties where construction will occur: DAKOTA County
Project Size (number of acres to be disturbed): 0.345
Project Type: _ Residential XX Commercial
_ Road Construction _ Other (describe)

Cumulative Impervious Surface:
Existing area of impervious surface to nearest quarter acre: 0
Post construction area of impervious surface to nearest quarter acre: 0.3 Receiving Waters.,

Name of Water Body	Type	Appendix A Special Water?
N/A	N/A	No

Dates of Construction

Estimated Construction Start Date: MARCH, 2020
Estimated Completion Date: JUNE, 2020

Contact Information

Owner of Project Site: SCARFONE CONTRACTING, LLC
Business Name: SCARFONE CONTRACTING, LLC
Federal Tax ID Number: available as needed
State -Tax ID Number: available as needed
Contact Person: RALPH SCARFONE
Title: OWNER OF PROJECT Phone: 651-307-0335
Mailing Address: 4875 Pilot Knob Rd, Saint Paul, MN 55122-2740

Contractor (Party who will oversee Implementation of the SWPPP. May be same party as Owner above):

Business Name: SCARFONE CONTRACTING, LLC
Federal Tax 10 Number- available as needed
State Tax ID Number- available as needed
Contact Person: RALPH SCARFONE Title: OWNER OF PROJECT
Phone: 651-307-0335
Mailing Address: 4875 Pilot Knob Rd, Saint Paul, MN 55122-2740

General Construction Project Information

Description of the construction activity (what will be built, general time/ins., etc.).

WAKOTA LIFE CARE CENTER is a B-3 MEDICAL COMMERCIAL BUILDING

The construction activities will include grading operations for the construction of surface drainage and utilities. Storm sewer construction, exposed soil stabilization, and bituminous paving will follow grading operations.

Description of soil types found at the project: See soil report

According to soil borings taken by a geotechnical engineering consultant, the majority of the soils onsite fall under glacial till, consisting of lean sandy clay and clayey sand with traces of gravel.

2. General Site Information

Description of the location and type of all temporary and permanent erosion prevention and sediment control BMP's to be used, including the timing for installation and procedures used to establish additional temporary BMP 's as necessary.

Contractor shall install and maintain the temporary and permanent erosion prevention and sediment control BMP's as shown on the accompanying drawing and as described herein. The timing shall be in accordance with the Construction Activity Sequence below and in accordance with sound and proactive construction scheduling and practices.

Accompanying this SWPPP is a site plan that includes the following features:

* Existing and proposed grades, including dividing lines and direction of flow for all pre- and post-construction stormwater runoff drainage areas located within the project limits.
* Locations of impervious surfaces.
* Locations of areas not to be disturbed.
* Method(s) to be used for final stabilization of al exposed soil areas.

Description of stormwater mitigation measures required as the result of an environmental, archaeological, or other required local, state, or federal review of the project:

Not applicable to this project.

Description of the type and locations of BMP's appropriate for this site and sufficient to comply with all applicable requirements of the TMDL implementation plan and identification of the receiving water and of the areas of project site discharging to an impaired water that has an approved TMDL implementation plan that contains requirements for construction Stormwater discharges:

Not applicable to this project.

Selection of Permanent Stormwater Management System

Will the project create a new cumulative impervious surface greater than or equal to one acre? XX Yes _ No

If yes, a water quality volume of 1/2 Inch of runoff from this area must be treated before leaving the site or entering surface waters (1 inch of runoff from this area if discharging to special waters).

Method(s) to be used to treat runoff from the new impervious surfaces created by the project:

__ Wet sedimentation basin XX Infiltration/Filtration basin

__ Regional ponds __Combination of practices

Description of treatment method(s) to be used, including design information for each method :

One infiltration trench will be constructed as shown on the plan. The basin has been designed to provide sufficient storage below the outlet run-out elevation to retain back-to-back 100-year, 24-hour rainfalls and runoff above the highest anticipated groundwater elevation and prevent damage to property adjacent to the basin. The trench has also been designed to store over 5000 gal of storm water for the on-site irrigation. Access is provided to the trench for future basin maintenance. The trench has been designed with a stabilized emergency overflow to accommodate storm events in excess of the trench's hydraulic design.

Description of how a proposed method to treat runoff from new impervious surfaces will achieve approximately 80% removal of total suspended solids on an annual average basis:

Not Applicable

3. Erosion Prevention Practices

Description of construction phasing, vegetative buffer strips, horizontal slope grading, and other construction practices to be used to minimize erosion:

Stage the soil disturbing activities to minimize the amount of disturbed soil prior to stabilization. Disturbed areas will be considered stabilized when covered with materials such as anchored mulch, staked sod, riprap, wood fiber blanket, or other materials that prevent erosion from occurring. Grass seeding alone will not be considered stabilization.

Disturb only those areas where proposed contours and elevations are shown to differ from the existing and where removals and other operations are noted. Special areas of the project site that are not to be disturbed by construction activity are noted on the plan.

Description of temporary erosion protection or permanent cover to be used for exposed positive slopes within 200 lineal feet of a surface water (stream, lake, pond, marsh, wetland, reservoir spring, river, storm water basin, storm water drainage system, waterways, water courses, and Irrigation systems whether surface water is natural or artificial, public or private with maximum time an exposed soil area can remain exposed when the area is not actively being worked:

Provide year round stabilization to the above mentioned areas in accordance with the following table:

Steepness of slope (H:V)	Maximum Exposure Duration When Area Is Not Actively Worked
Greater than 3:1	7 Days
3:1 through 10:1	14 Days
Less than 10:1	21 Days

Description of practices to be used to stabilize the normal wetted perimeter of drainage or diversion ditches within 200 lineal feet of the property edge or point of discharge to a surface water within 24 hours of connecting the ditch to the surface water:

Install seed, fertilizer, and disc-anchored mulch or temporary wood fiber blanket In ditches and swales within 24 hours of connecting the ditch or swale to the surface water where shown on the plan In accordance with the details.

Description of other erosion prevention practices to be used:

Install the specified energy dissipation method, such as riprap and geotextile fabric, at pipe outlets within 24 hours of installation. Permanently seed disturbed areas prior to end of seeding dates specified by MnDOT.

4. Sediment Control Practices

Description of sediment control practices to be used to minimize sediments from entering surface waters, including curb and gutter systems and storm drain inlets:

Permanent sediment control practices to be used on this project consist of sedimentation basins. Temporary sediment control practices to be used are silt fence, culvert inlet protection, storm sewer inlet protection, stone pad exits, ditch checks, and, if necessary, street sweeping.

5. Dewatering and Basin Draining

If the project Includes dewatering or basin draining, describe the BMP's to be used to prevent the discharge from adversely affecting the receiving waters and downstream landowners.

Dewatering to be performed In accordance with dewatering permit.

6. Additional BMP's for Special Waters and Discharges to Wetlands

This project does not discharge stormwater directly to a Special Water. This project does not discharge stormwater directly to wetlands. Stormwater is treated in sedimentation basins prior to discharge to the wetlands.

7. Construction Activity Sequence

In addition to performing and sequencing the tasks associated with implementing this SWPPP as described herein and shown on the plan, the Contractor shall perform construction activities in accordance with the following sequence:

(1) Install silt fence along property line of project site where shown on plan and when property line is down gradient and within 100 feet of areas to have disturbed soil and where property line is within 20 feet of soil disturbing and other construction activities.
(2) Install silt fence along edge of wetlands and at other locations shown on the plan.
(3) Install stone exit pads where shown on plan and at other locations where vehicles and equipment will leave the site onto paved and gravel surfaces.
(4) Construct storm water ponds and related piping and control structures as shown on the project plans. Install and maintain temporary erosion prevention measures as shown on the plan.
(5) Install silt fence along bottom of storm water pond Inslopes and where shown on the plan.
(6) Install trunk sanitary sewer.
(7) Complete earthwork activities. Install and maintain sediment control measures such as ditch checks and stormwater inlet protection.
(8) Complete utility construction. Install and maintain sediment control measures such as inlet protection as work proceeds.
(9) Remove silt deposits from site, remove silt deposits from stormwater basins.
(10) Provide soil stabilization to disturbed areas by preparing topsoil, seeding, fertilizing, mulching, anchoring mulch In accordance with plans and specifications.
(11)Remove perimeter silt fence, other silt fence, check dams, and other sediment control measures upon achieving final stabilization and Owner submits the Notice of Termination.

8. Inspections and Maintenance

Description of procedures to be taken to routinely inspect the construction site:

Contractor shall inspect erosion prevention and sediment control BMP's to ensure integrity and effectiveness. Repair, replace, or supplement non-functional BMP's to provide continually functional BMP's. Contractor shall inspect the entire construction site a minimum of once every seven (7) days during active construction and within 24 hours after a rainfall event greater than 0.5 inches in 24 hours. Inspections shall include stabilized areas, erosion prevention and sediment control BMP's, and infiltration areas. Specific tasks associated with the inspection and maintenance of the BMP's include the following:

* Maintain and retain at the construction site written records of the inspections and maintenance performed. Records of each inspection and maintenance activity shall include: Date and time of inspection/maintenance activity; Name of person(s) Performing the activity; Finding of Inspection; Recommended corrective actions; Corrective actions taken; and Date and amount of rainfall events greater than 0.5 inches in 24 hours.
* Repair, replace, or supplement silt fences that become nonfunctional or accumulate sediment to the level of 1/3 the silt fence height or more within 24 hours of discovery or as soon as conditions allow access.
* Drain temporary and permanent sediment basins and remove sediment when the volume of sediment collected reaches 1/2 the permanent storage volume within 72 hours of discovery or as soon as conditions allow access.
* Inspect surface waters, drainage ditches, and stormwater conveyance systems for evidence of sediment deposited by erosion. Remove deltas and deposited sediment and restabilize areas where sediment removal results in exposed soil within seven (7) days of discovery unless precluded by legal, regulatory, or physical constraints. Removal and stabilization shall be completed within seven (7) days of obtaining access. The NPDES/SDS permit holder is responsible for contacting the local, regional, state, and federal authorities and receiving the applicable permits prior to performing this work.
* Inspect construction site vehicle exit locations for evidence of sediment being tracked off-site onto paved surfaces. Remove tracked sediment from off-site paved surfaces within 24 hours of discovery.
* Inspect perimeter of construction site. Remove off-site accumulations of sediment In a manner and at a frequency to minimize off-site impacts.

9. Pollution Prevention Management Measures

Contractor shall implement the following pollution prevention management measures on the site:

* Solid Waste: Collect and properly dispose of sediment, asphalt and concrete millings, floating debris, paper, plastic, fabrics, construction and demolition debris, and other wastes in accordance with MPCA disposal requirements.
* Hazardous Materials: Properly store, provide required secondary containment, and dispose of oil products, fuels, point products, and other hazardous substances to prevent spills, leaks, and other discharges in accordance with MPCA regulations. Provide restricted access storage areas to prevent unauthorized access and vandalism.
* Equipment Washing: Restrict external washing of trucks and other construction equipment to a defined area of site. Contain runoff and properly dispose of waste. Engine degreasing is prohibited on the property.
* Spill prevention: Park construction equipment and store potentially hazardous materials in a designated area located as far as practicable from potential environmentally sensitive areas. Construct impoundment dike and take other measures required to contain spilled material. Remove and dispose of contaminated soil, vegetation, and other materials and perform other mitigation measures as required in accordance with MPCA regulations.
* Sanitary and Septic Waste: Provide and maintain temporary facilities in accordance with MPCA and Minnesota Department of Health regulations.

10. Final Stabilization

Contractor shall achieve final stabilization of the construction site by achieving the following:

* Soil disturbing activities have been completed and soils are stabilized by a uniform perennial vegetative cover with a density of 70 percent over the entire pervious surface area or other equivalent means to prevent soil failure under erosive conditions.
* Temporary synthetic and structural erosion prevention and sediment control BMP's are removed.
* Sediment is removed from permanent sedimentation basins to return basins to the design capacity, removed from stormwater conveyance systems, and is stabilized or removed from the site.

11. Notice of Termination

Contractor shall notify Owner Immediately upon achieving Final Stabilization. Owner must submit the Notice of Termination within 30 days after Final Stabilization or within 30 days of another owner assuming control according to Part II.B.5. over all areas of the site that have not undergone Final Stabilization.

PRELIMINARY
NOT FOR CONSTRUCTION

NO.	DATE	DESCRIPTION	BY

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ENGINEERING DESIGN & SURVEYING
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Vlad Sivriver DATED: 11/22/19
VLADIMIR SIVRIVER P.E. NO. 25105

STORM WATER MANAGEMENT NOTES

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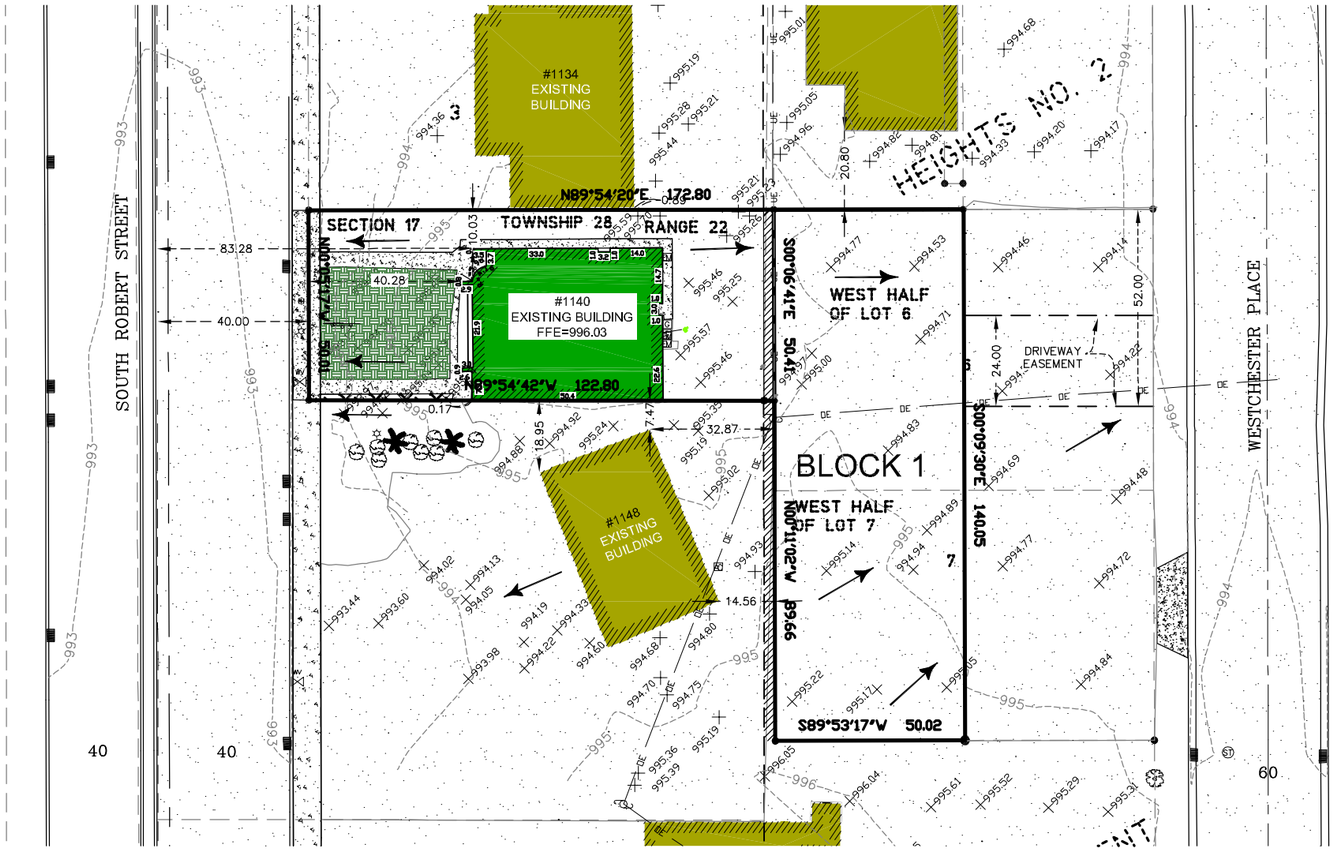
LOCATION: 1140 SOUTH ROBERT STREET WEST SAINT PAUL, MN 55118
DRAWN BY: IS
CHECKED BY: VS
PROJ. NO. 19-136
SHEET NO. C7

WAKOTA LIFE ADDITION

PRELIMINARY PLAT



0 20 40

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ZONING

EXISTING ZONING	B -3
MEDIUM DENSITY	B

MINIMUM SETBACKS

FRONT SETBACK	40 FT.
SIDE SETBACK	0 FT.
REAR SETBACK	20 FT.

LEGAL DESCRIPTION

The North 50 feet of the South 460 feet of the West 160 feet of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼), Section Seventeen (17), Township Twenty-eight (28), Range Twenty-two (22), Dakota County, Minnesota, According to the Government Survey thereof.

Together with Lots 6, and 7, Block 1, EXCEPT the East one-half (½) thereof,WESTCHESTER HEIGHTS NO.2 RE-ARRANGEMENT, according to the recorded plat thereof, Dakota County, Minnesota.

Also together with an easement for common access and driveway and common parking lot purposes in favor of Lots Six (6) and Seven (7), except the East one-half (E½) thereof, WESTCHESTER HEIGHTS NO. 2 RE-ARRANGEMENT over a parcel of land described as follows:

The East one-half (E½) of Lot Six (6) and Lot Seven (7), in Block One (1), WESTCHESTER HEIGHTS NO. 2 RE-ARRANGEMENT, County of Dakota, State of Minnesota, per an Agreement for the Creation and Maintenance of Common Parking Lot dated the 24th day of March, 1991.

Also together with an easement for driveway purposes 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 (E½) of Lot Six (6) in Block one (1), WESTCHESTER HEIGHTS NO. 2 RE-ARRANGEMENT, per Document No. 107757, though said Agreement dated the 24th day of March 1991 does terminate said Dcoument 107757, however said Agreement is not currently recorded at said County of Dakota.

Subject to an easement for a common access and driveway and common parking lot purposes in favor of Lot Four (4) and the East one-half (E ½) of Lot Six (6) and Lot Seven (7), WESTCHESTER HEIGHTS NO. 2 RE-ARRANGEMENT, County of Dakota, State of Minnesota, over a parcel of land described as follows:

Lots Six (6) and Seven (7) except the East one-half (E ½) thereof, WESTCHESTER HEIGHTS NO. 2 RE-ARRANGEMENT, County of Dakota, State of Minnesota.

NOTES

1. NO SPECIFIC SOIL INVESTIGATION HAS BEEN COMPLETED ON THIS LOT BY THE SURVEYOR.
2. NO TITLE INFORMATION WAS PROVIDED FOR THIS SURVEY. THIS SURVEY DOES NOT PURPORT TO SHOW ALL EASEMENTS OF RECORD.
3. EXISTING UTILITIES AND SERVICES SHOWN HEREON OWNER LOCATED EITHER PHYSICALLY ON THE GROUND DURING THE SURVEY OR FROM EXISTING RECORDS MADE AVAILABLE TO US OR BY RESIDENT TESTIMONY. OTHER UTILITIES AND SERVICES MAY BE PRESENT. VERIFICATION AND LOCATION OF UTILITIES AND SERVICES SHOULD BE OBTAIN FROM THE OWNERS OF RESPECTIVE UTILITIES BY CONTACTING GOPHER STATE ONE CALL AT (651) 454-0002 PRIOR TO ANY DESIGN, PLANNING OR EXCAVATION .

PROPOSED LOTS		
PARCEL	SQ. FT.	ACRES
1	±6,140	0.14
2	±7,008	0.16

EXISTING HARDCOVER

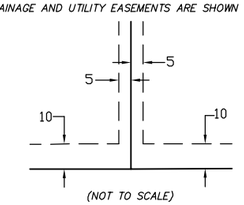
EXISTING BUILDING	2,028 SQ. FT
EXISTING CONCRETE SURFACE	1,991 SQ. FT
EXISTING BITUMINOUS SURFACE	9,070 SQ. FT
TOTAL IMPERVIOUS SURFACE AREA	13,089 SQ. FT.
TOTAL LOT AREA	15,013 SQ. FT.
EXISTING HARDCOVER	87.2 %

BENCHMARK

ELEVATION = 957.43 (NAVD 88) MNDOT DISK "BATLER".

PRELIMINARY
NOT FOR CONSTRUCTION

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



(NOT TO SCALE)

BEING 5 FEET IN WIDTH, AND ADJOINING LOT LINES UNLESS OTHERWISE SHOWN, AND 10 FEET IN WIDTH, AND ADJOINING RIGHT OF WAY LINES, UNLESS OTHERWISE SHOWN ON THE PLAT

NO.	DATE	DESCRIPTION	BY

EDS
ENGINEERING DESIGN & SURVEYING
6480 Wayzata Blvd. Minneapolis, MN 55426
OFFICE: (763) 545-2800 FAX: (763) 545-2801
EMAIL: info@edsmn.com WEBSITE: http://edsmn.com

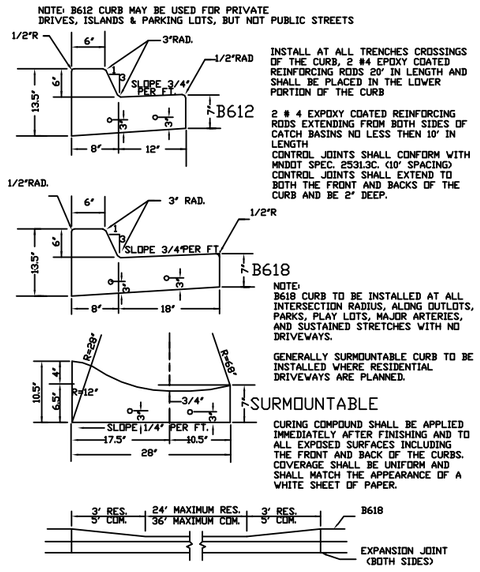
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

Vlad Sivriver DATED: 11/22/19

VLADIMIR SIVRIVER P.E. NO. 25105

PRELIMINARY PLAT

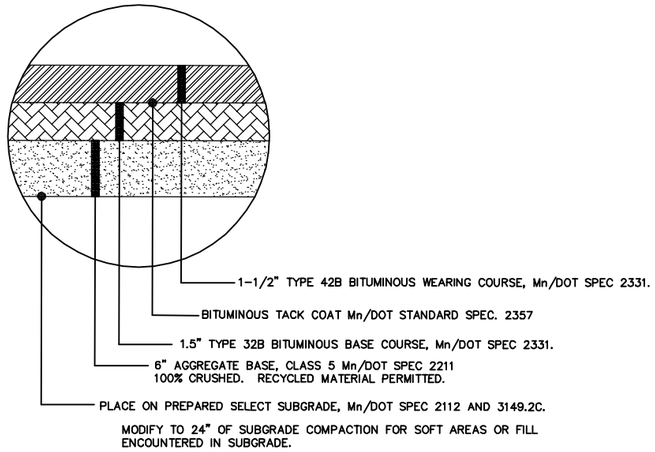
JOB NAME: GUIDING STAR WAKOTA NEW FACILITY		DRAWN BY: IS	PROJ. NO. 19-136
LOCATION: 1140 SOUTH ROBERT STREET WEST SAINT PAUL, MN 55118		CHECKED BY: VS	SHEET NO. C8



CURB CUT DETAIL

STANDARD CURB DETAIL

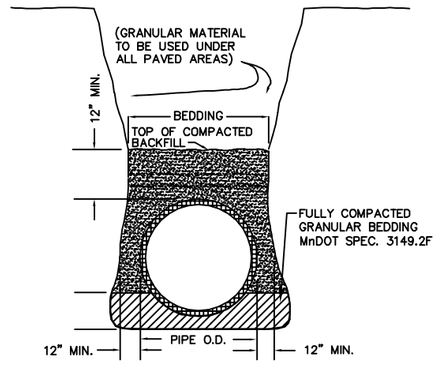
DETAIL DRAWING EDS-1



NOT TO SCALE

TYPICAL SECTION FOR NORMAL TRAFFIC AND PARKING AREAS

DETAIL DRAWING EDS-2

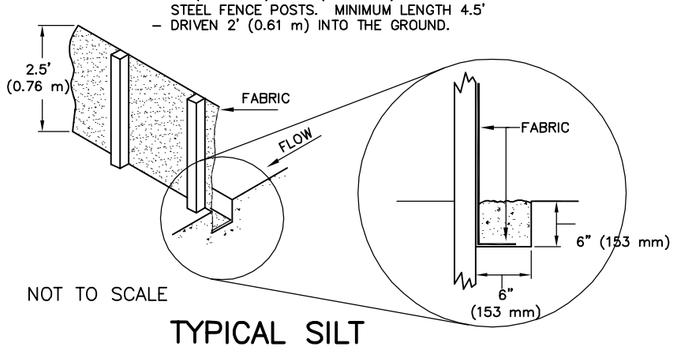


NOT TO SCALE

TRENCH AND PIPE BEDDING DETAIL

DETAIL DRAWING EDS-3

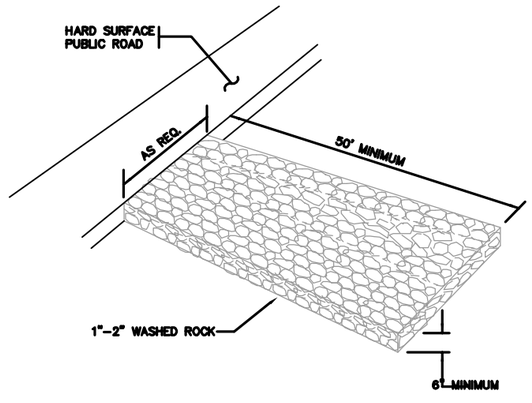
NOTES:
- PLACE BOTTOM EDGE OF FENCE INTO 6" (153 mm) DEEP TRENCH AND BACKFILLED IMMEDIATELY.
- POSTS SHALL BE:
  - 4' (1.22 m) ON CENTER
  - 2" (50.8 mm) X 2" (50.8 mm) HARDWOOD, PINE OR STEEL FENCE POSTS. MINIMUM LENGTH 4.5'
  - DRIVEN 2' (0.61 m) INTO THE GROUND.



NOT TO SCALE

TYPICAL SILT FENCE CONSTRUCTION

DETAIL DRAWING EDS-4



NOT TO SCALE

TYPICAL ROCK ENTRANCE

DETAIL DRAWING EDS-5

PRELIMINARY
NOT FOR CONSTRUCTION

EDS
ENGINEERING DESIGN & SURVEYING
6480 Wayzata Blvd. Minneapolis, MN 55426
OFFICE: (763) 545-2800 FAX: (763) 545-2801
EMAIL: info@edsmn.com WEBSITE: http://edsmn.com

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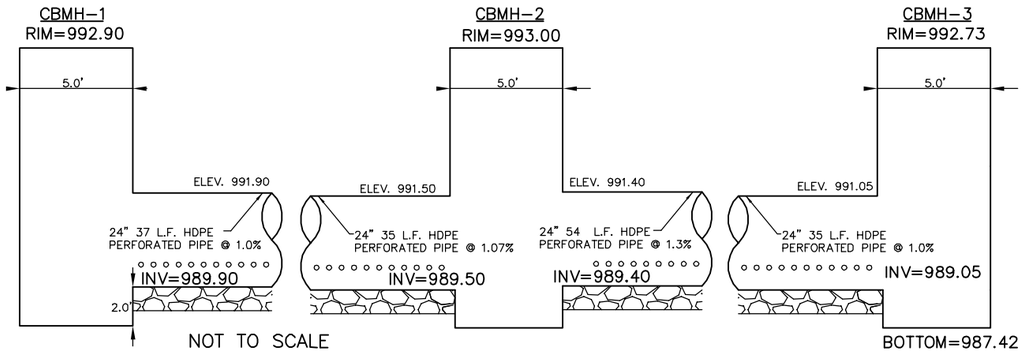
Vlad Sivriver DATED: 11/22/2019

VLADIMIR SIVRIVER P.E. NO. 25105

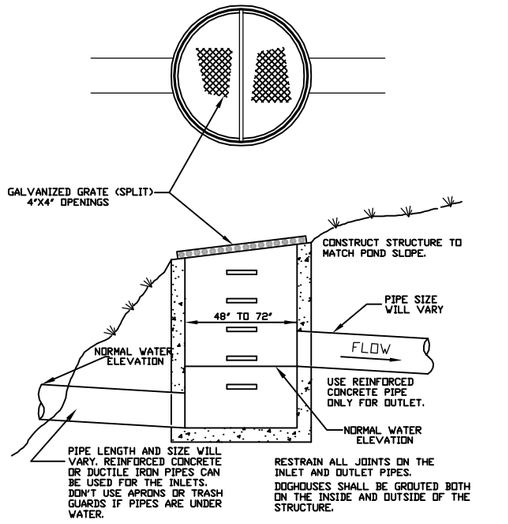
DETAILS

JOB NAME: GUIDING STAR WACOTA NEW FACILITY	DRAWN BY: IS	PROJ. NO. 19-136
LOCATION: 1140 SOUTH ROBERT STREET WEST SAINT PAUL, MN 55118	CHECKED BY: VS	SHEET NO. C9



INFILTRATION TRENCH PROFILE

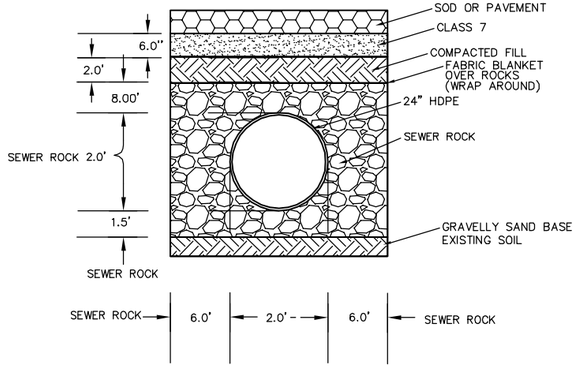
DETAIL DRAWING EDS-6



NOT TO SCALE

TYPICAL SKIMMER STRUCTURE

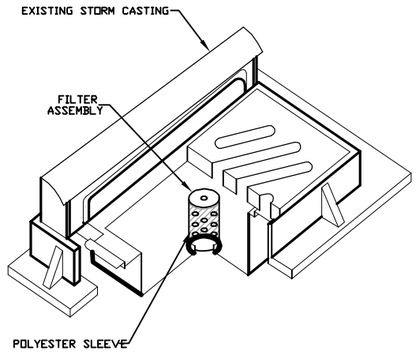
DETAIL DRAWING EDS-7



NOT TO SCALE

INFILTRATION TRENCH DETAIL

DETAIL DRAWING EDS-8



INSERT TO BE USED SHALL BE A WIMCO, LANGE INDUSTRIES 'ROAD DRAIN' STYLE, OR APPROVED EQUAL TO BE UTILIZED IN THE EXISTING ROADWAY CASTING.

NOT TO SCALE

INLET PROTECTION (WIMCO)

DETAIL DRAWING EDS-9

PRELIMINARY
NOT FOR CONSTRUCTION

ENGINEERING DESIGN & SURVEYING
6480 Wayzata Blvd. Minneapolis, MN 55426
OFFICE: (763) 545-2800 FAX: (763) 545-2801
EMAIL: info@edsmn.com WEBSITE: http://edsmn.com

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Vlad Sivriver DATED: 11/22/2019

VLADIMIR SIVRIVER P.E. NO. 25105

DETAILS 2

JOB NAME: GUIDING STAR WACOTA NEW FACILITY

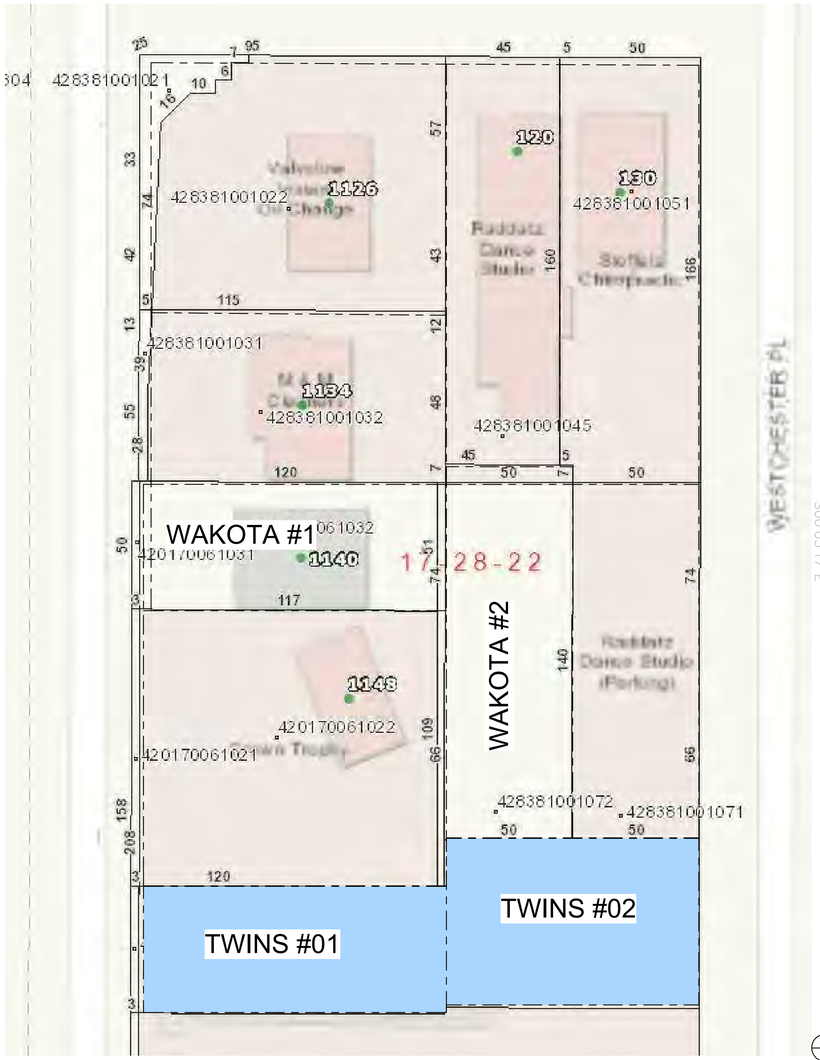
LOCATION: 1140 SOUTH ROBERT STREET WEST SAINT PAUL, MN 55118

DRAWN BY: IS

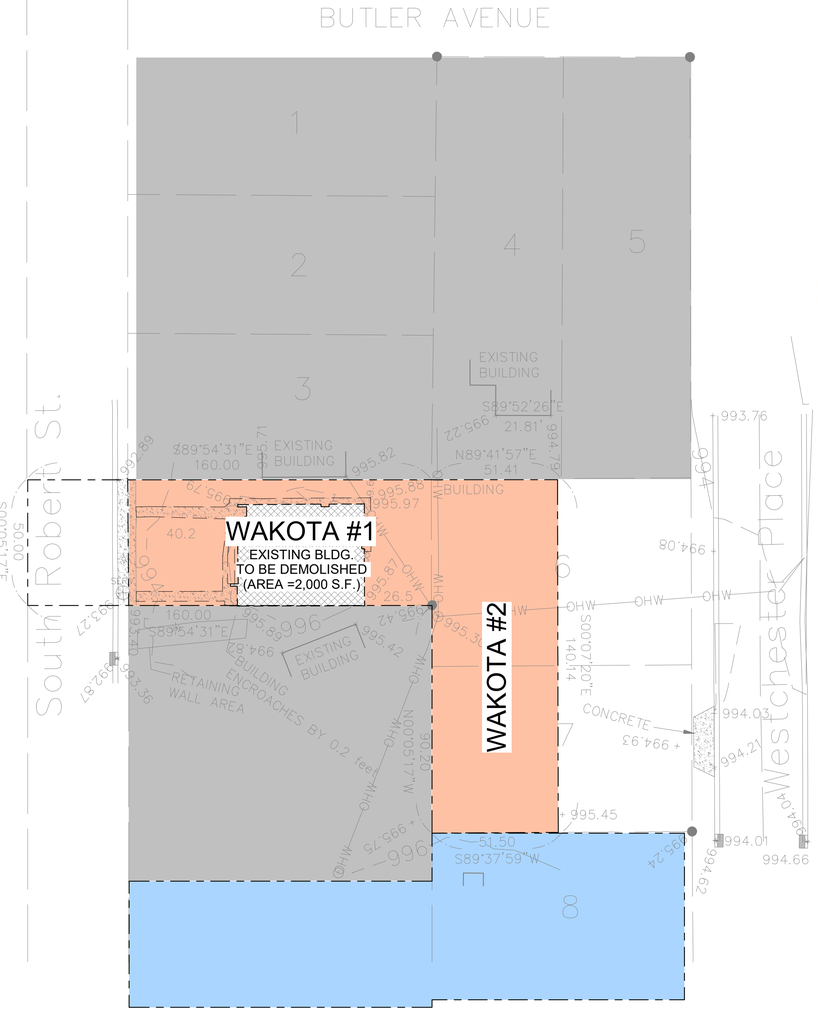
CHECKED BY: VS

PROJ. NO. 19-136

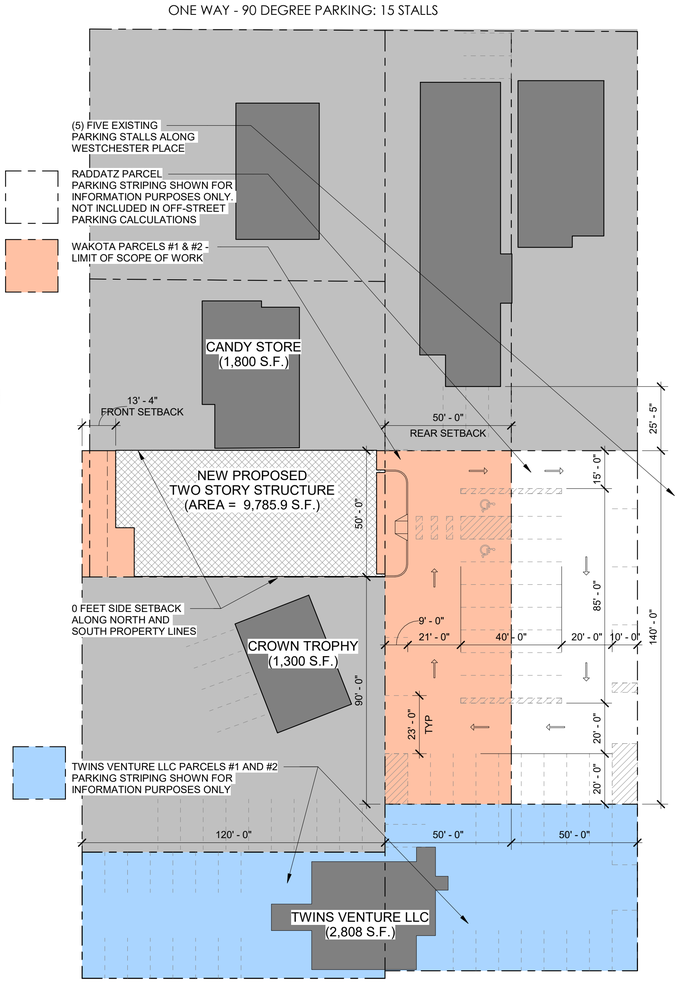
SHEET NO. C10



1 PROPERTY MAP
1" = 30'-0"

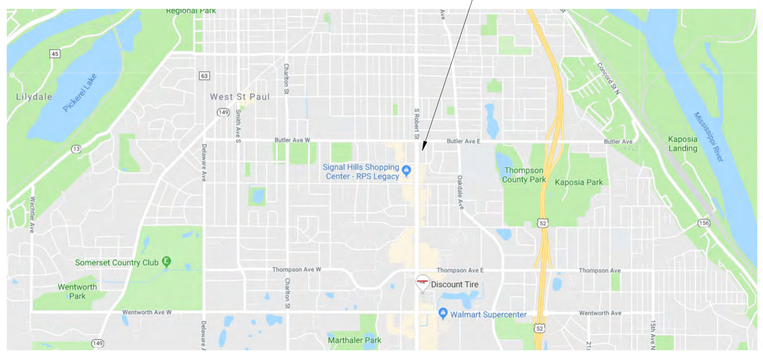


2 EXISTING SITE SURVEY
1" = 30'-0"



3 PROPOSED SITE PLAN
1" = 30'-0"

SITE LOCATION



Off-Street Parking Stalls Calculations:

Wakota a Guiding Star Center:	Area (sq.ft.)	Ordinance Count Rule:
Office/Business:	9068.54	At least one off-street parking space for every 250 square feet (when >6,000 sq.ft.)
Storage:	717.36	At least one space for every 500 square feet in excess of the first 500 sq.ft. (<15,000 sq.ft.)
Required Stalls:	37	15 Stalls Provided

Twins Venture LLC:	Area (sq.ft.)	Ordinance Count Rule:
Office/Business:	2808	At least one off-street parking space for every 200 square feet (when <6,000 sq.ft.)
Required Stalls:	14	28 Stalls Provided (14 shared)

Shared Parking lot Calculations:	Stalls:	
Wakota:	15	
Twins	14	
Total Provided:	29	8 Variance stalls required to meet ordinance

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 Architect under the laws of the state of Minnesota.

Signature:

Typed or Printed Name: CARLOS R. PEREZ

Date: NOV 12, 2019 License Number: 051272

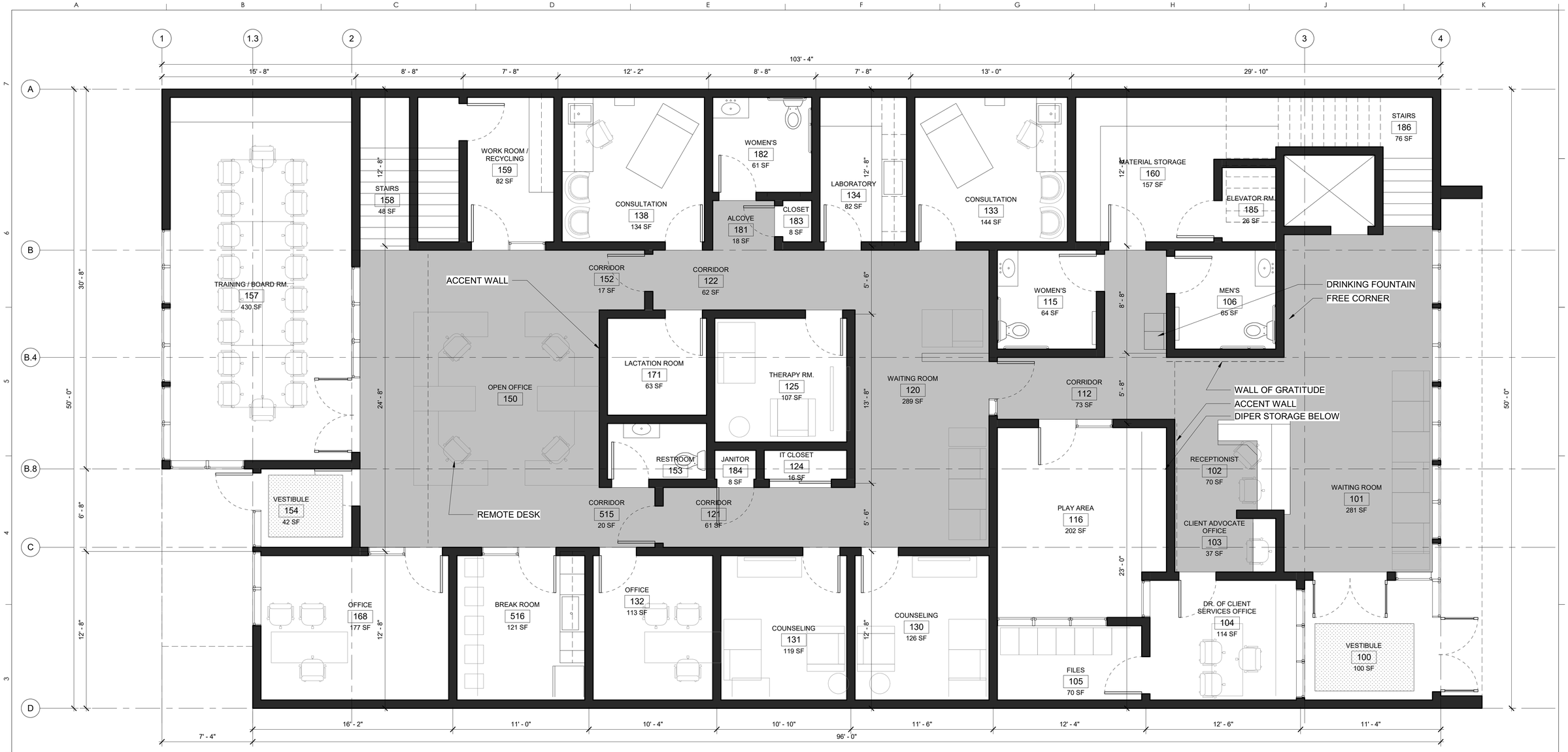
GUIDING STAR - WAKOTA
NEW FACILITY
1140 Robert Street South, West Saint Paul, MN 55118

Sketches L.L.C.
178 Robie Street West, Saint Paul, MN 55107 | 612.222.3444

No.	Description	Date
A	SITE PLAN APPROVAL	11/22/2019

VARIANCE APPLICATION

Project number:	1200-910	C100	
Date:	10/25/2019		
Drawn by:	CP		
Checked by:	RS	Scale:	1" = 30'-0"



1 FIRST LEVEL FLOOR PLAN
1/4" = 1'-0"

NORTHWEST VIEW (S. ROBERT STREET)

SOUTHWEST VIEW (S. ROBERT STREET)

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 Architect under the laws of the state of Minnesota.

Signature:

Typed or Printed Name: CARLOS R. PEREZ

Date: NOV 12, 2019 License Number: 051272

GUIDING STAR - WAKOTA
NEW FACILITY
1140 Robert Street South, West Saint Paul, MN 55118

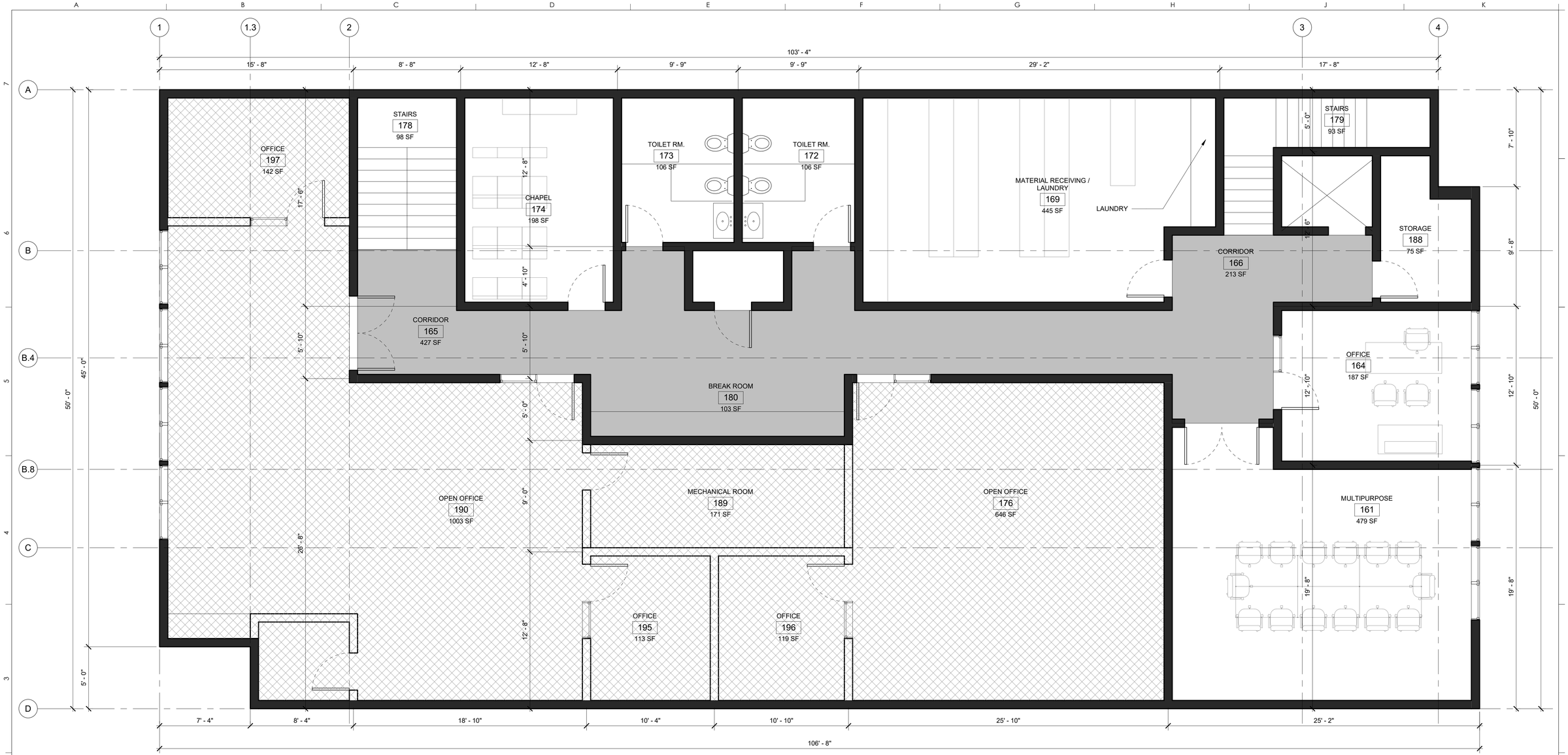
Sketches L.L.C.

178 Robie Street West, Saint Paul, MN 55107 | 612.222.3444

No.	Description	Date
A	SITE PLAN APPROVAL	11/22/2019

FIRST LEVEL FLOOR PLAN

Project number:	1200-910	A100	
Date:	10/25/2019		
Drawn by:	C.P.		
Checked by:	R.S.	Scale:	1/4" = 1'-0"



1 SECOND LEVEL FLOOR PLAN
1/4" = 1'-0"

NORTHEAST VIEW (WESTCHESTER PLACE)

SOUTHEAST VIEW (WESTCHESTER PLACE)

GUIDING STAR - WAKOTA
NEW FACILITY
1140 Robert Street South, West Saint Paul, MN 55118

Sketches L.L.C.
178 Robie Street West, Saint Paul, MN 55107 | 612.222.3444

No.	Description	Date
A	SITE PLAN APPROVAL	11/22/2019

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 Architect under the laws of the state of Minnesota.

Signature:

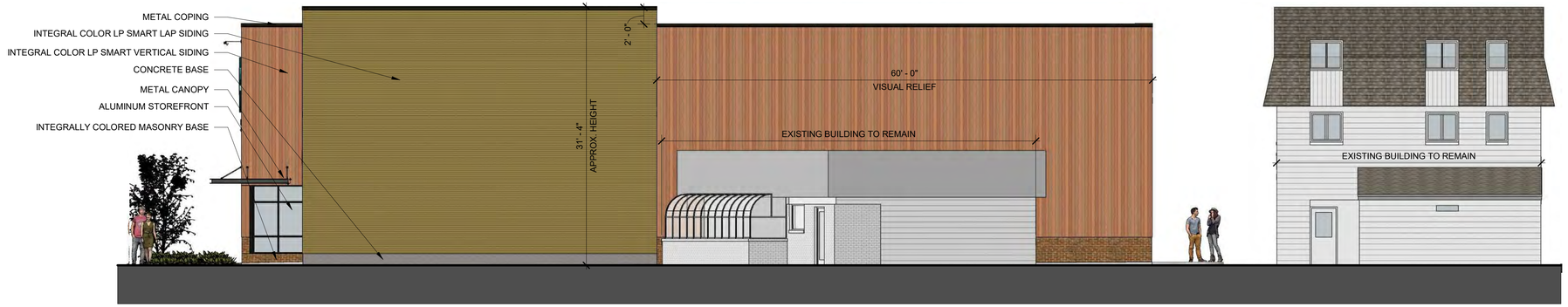
Typed or Printed Name: CARLOS R. PEREZ

Date: NOV 22, 2019 License Number: 051272

SECOND LEVEL FLOOR PLAN

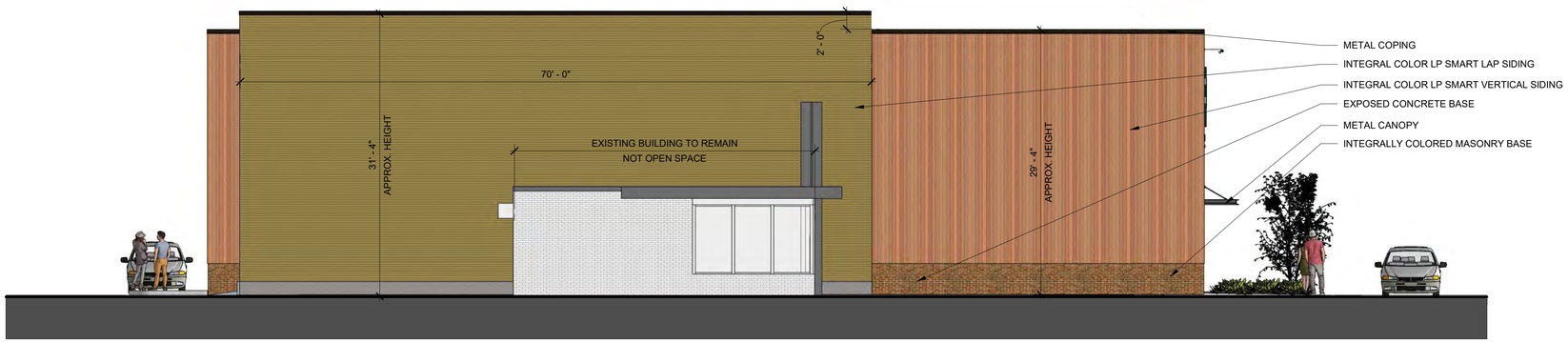
Project number:	1200-910	A101	
Date:	10/25/2019		
Drawn by:	C.P.		
Checked by:	R.S.	Scale:	1/4" = 1'-0"

WEST ELEVATION (1/8"=1') - SOUTH ROBERT STREET



SOUTH ELEVATION (1/8"=1') - CROWN TROPHY PROPERTY

EAST ELEVATION (1/8":1') - WESTCHESTER PL



NORTH ELEVATION (1/8":1') - CANDY STORE PROPERTY

DESIGN REPRESENTATION ONLY - NOT FOR CONSTRUCTION: The building images shown area a representation of the current design intent only. The building images may not relfect variations in color, tone, hue, shading,ambient light intensity, materials, texture, contrast, font sylte, construction variations required by building codes or inspectors, material availability or final design detailing.

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 Architect under the laws of the state of Minnesota.

Signature:

Typed or Printed Name: CARLOS R. PEREZ

Date: NOV 22, 2019 License Number: 051272

GUIDING STAR - WAKOTA
NEW FACILITY
1140 Robert Street South, West Saint Paul, MN 55118

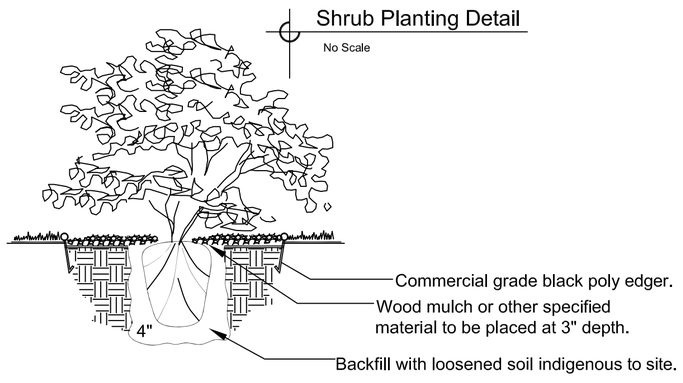
Sketches L.L.C.
178 Robie Street West, Saint Paul, MN 55107 | 612.222.3444

No.	Description	Date
A	SITE PLAN APPROVAL	11/22/2019

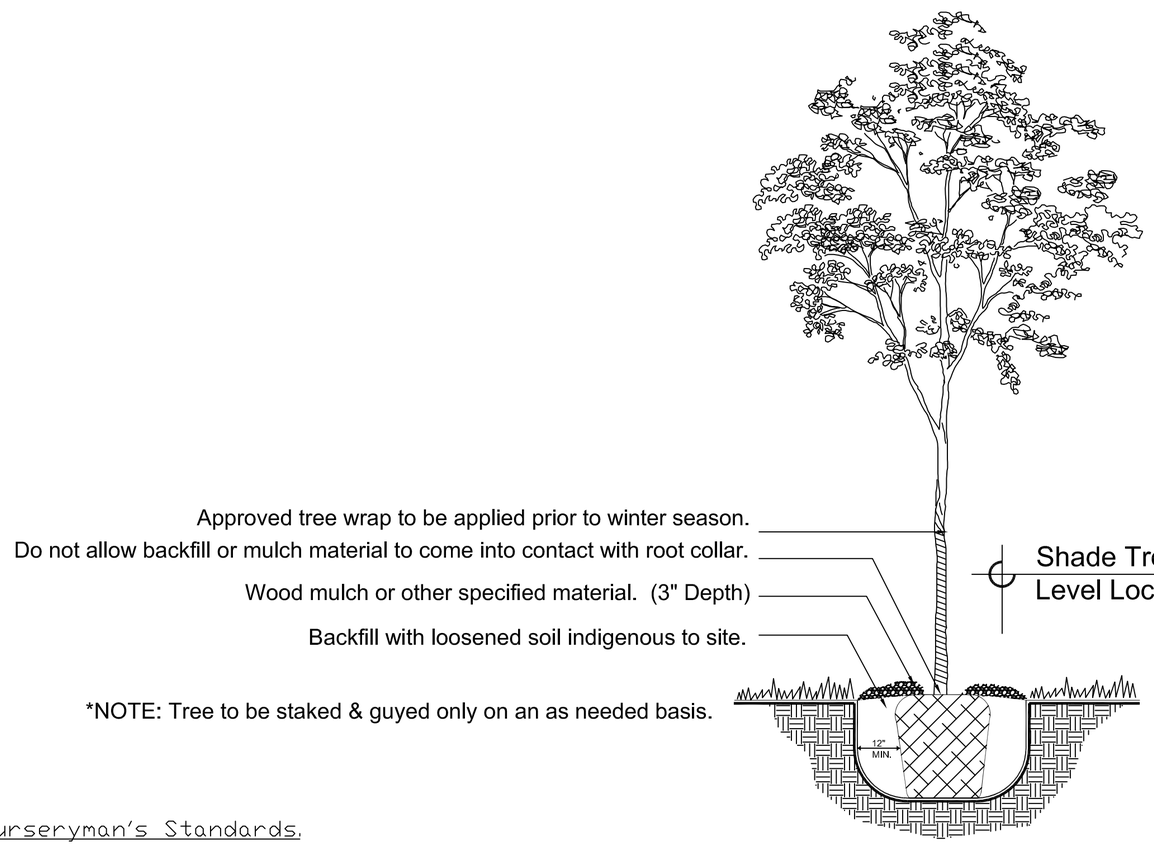
BUILDING ELEVATIONS

Project number:	1200-910	A200	
Date:	10/25/2019		
Drawn by:	C.P.		
Checked by:	R.S.	Scale:	1/8" = 1'-0"

QTY.	CODE	Common Name	Size/Root	Notes
3	SWA	Swedish Aspen, Columnar	3" BB	
16	SGJ	Sea Green Juniper	#5	



Shrub Planting Detail
No Scale



Shade Tree Planting Detail
Level Location - No Scale

*NOTE: Tree to be staked & guyed only on an as needed basis.

GENERAL NOTES PLAN SPECIFIC:

All plantings shall be true to name and size in accordance with American Nurseryman's Standards.

All plantings shall be guaranteed for one year (365 days) from date of acceptance. Landscape Contractor shall replace any dead or damaged plants at no additional cost to Owner during the guarantee period. Landscape Contractor shall make monthly site maintenance inspections and notify owner of maintenance deficiencies.

All trees shall be guyed at the discretion of the landscape contractor. Landscape contactor shall warrant plants to be plumb at the end of the warranty period. All trees shall be wrapped at the end of November of installation year.

All shrub beds and areas indicated as receiving rock mulch shall receive a 5" deep layer of 2-4" size Washed River Rock over 3 ounce landscape fabric. Landscape maintenance bed around the building is 3 feet wide with 1 ½ inch river rock over 3 ounce landscape fabric. All single trees shall receive a 4" layer of shredded bark mulch free of leaves, twigs, and other extraneous debris over weed barrier fabric.

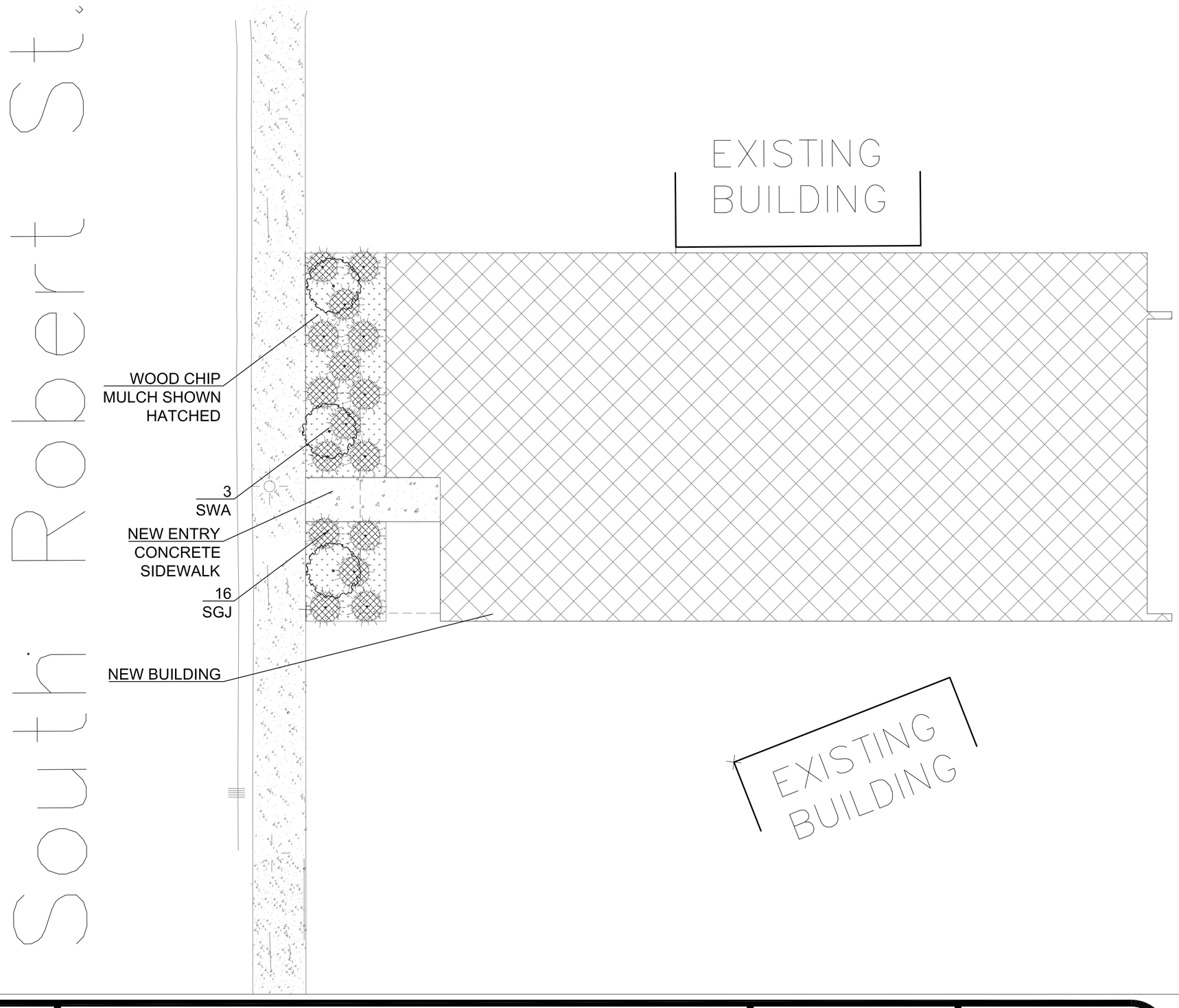
Sod shall be cultured Kentucky bluegrass, free of weeds and clumps. All area within the irrigations limits shall be sodded. Landscape Contractor will water at time of installation and roll all sod as needed to assure a smooth turf. All slopes greater than 3 to 1 shall be staked. Any sliding of sod shall be replaced by Landscape Contractor at no cost to the owner.

All areas outside the irrigation limits shall be seeded with MNDOT 25-131 and mulch with straw disc anchored. Any slopes greater than 3:1 shall be blanketed with 2 side straw blanket.

A performance base irrigation system shall be installed by the Landscape Contractor including sleeve as needed. RPZ shall be supplied to the general contractor for installation. Coordinate with the general contractor for the size of the irrigation stub. IRRIGATION INSTALLED ONLY IN THE SODDED TURF AREAS.

Landscape Contractor shall be responsible for locating all utilities by actual location in the field prior to any planting operation.

Preliminary Plan-
Not For Construction



NORTH

SCALE:
0 15 30 60

MARKELL ~ LABEREE DESIGN GROUP
895 Park Knoll Drive,
Eagan MN 55123
651-468-8714
leemarkell@comcast.net

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly registered LANDSCAPE ARCHITECT under the laws of the State of Minnesota.

Lee Markell

Date: 10/25/2019

License No.19313

Wakota Life Care Center, West St. Paul

PREPARED FOR:

NO.	REVISION / ISSUE	DATE:
A	SITE PLAN APPROVAL	10/25/2019

DESIGNED: AD
DRAWN: Ad
CHECKED: LM
DATE: 10/25/2019

SHEET: L1