

ROSEVILLE
REQUEST FOR COUNCIL ACTION

DATE: 7/23/2012

ITEM NO: 12.e

Com. Dev. Approval

P. Trudgen

Public Works Approval

D. S.

City Manager Approval

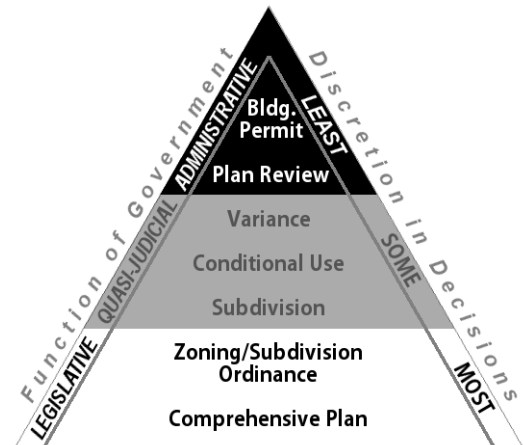
W. J. Mahinen

Item Description: Request by Wal-Mart Stores, Inc. for approval of a **final plat and development agreement** of the land area bounded by County Road C, Cleveland Avenue, Twin Lakes Parkway, and Prior Avenue (PF12-001).

Application Review Details

- Preliminary plat approval: July 9, 2012
- RCA prepared: July 18, 2012
- City Council action: July 23, 2012

Action taken on a plat proposal is **quasi-judicial**; the City's role is to determine the facts associated with the request, and apply those facts to the legal standards contained in State Statute and City Code.



1.0 REQUESTED ACTION

Wal-Mart Stores, Inc., in conjunction with Roseville Properties and University Financial Corporation, current owners of the subject properties, seeks approval of a FINAL PLAT and DEVELOPMENT AGREEMENT for the portion of Twin Lakes sub-area 1 bounded by County Road C, Cleveland Avenue, Twin Lakes Parkway, and Prior Avenue.

2.0 SUMMARY OF RECOMMENDATION

Planning Division staff, Public Works Department staff, and the City Attorney recommend approval of the FINAL PLAT and the associated DEVELOPMENT AGREEMENT; see Section 8 of this report for the detailed recommendation.

3.0 SUMMARY OF SUGGESTED ACTION

By motion, approve the proposed FINAL TWIN LAKES 2ND ADDITION PLAT, pursuant to Title 11 (Subdivisions) of the City Code, and the proposed DEVELOPMENT AGREEMENT, pursuant to MN Statute 462.358 (Subdivision Regulation); see Section 9 of this report for the detailed action.

4.0 BACKGROUND

4.1 The subject property has a Comprehensive Plan designation of Community Mixed Use (CMU) and a corresponding zoning classification of Community Mixed Use (CMU) District. The PLAT proposal has been prompted by plans to develop an approximately 160,000-square-foot Walmart store in the eastern portion of the site and two smaller future developments on the western side of the property, along Cleveland Avenue. When exercising the so-called “quasi-judicial” authority when acting on a plat request, the role of the City is to determine the facts associated with a particular request and apply those facts to the legal standards contained in the ordinance and relevant state law. In general, if the facts indicate the applicant meets the relevant legal standard, then they are likely entitled to the plat approval, although the City is able to add conditions of approval to ensure that the likely impacts to roads, storm sewers, and other public infrastructure on and around the subject property are adequately addressed.

4.2 On July 9, 2012 the City Council approved the pertinent PRELIMINARY PLAT; the approved preliminary plat is included with this report as Attachment C. Several conditions were attached to the approval of the PRELIMINARY PLAT. The following is an itemization of those conditions and some comment on their current status.

- a. Wal-Mart Real Estate Business Trust shall enter into a development agreement pertaining to the plat which is satisfactory to the City. *This will be completed upon the approval and execution of the development agreement in conjunction with the approval of the final plat.*
- b. Wal-Mart Real Estate Business Trust shall acquire fee simple title to all of the real property included in the plat and provide proof that there are no liens, encumbrances or other parties having an interest in the Property at the time the Development Agreement and Plat are recorded or make other arrangements which are satisfactory to the City to assure that title to the property is satisfactory to the City. *This will be completed upon the approval of the final plat and execution of the purchase agreement with the present property owners.*
- c. Wal-Mart Real Estate Business Trust shall either dedicate on the Plat or otherwise convey all roadway, utility, drainage, and other easements required by the City. *Such rights-of-way and easements are dedicated on the final plat.*
- d. The access points to enter and exit the Property shall be at locations approved by the City and any other governmental entity having jurisdiction over adjacent roadways. *This will be completed as an integral part of the construction permitting process.*
- e. Wal-Mart Real Estate Business Trust shall install subdivision monuments as reasonably required by the Roseville Public Works Department and Ramsey County Surveyor. *This will be completed as an integral part of the normal plat process following final plat approval.*
- f. Wal-Mart Real Estate Business Trust shall pay all unpaid subdivision review escrow fees as detailed in the adopted fee schedule for the City of Roseville prior to the City releasing the Plat for recording. *This remains incomplete pending calculation of such review fees.*
- g. The applicants shall make all submissions and perform all requirements pertaining to final plats set forth in the Roseville City Code, including Sections 1102.01, 1102.04, 1102.06, and 1102.07. *This has been completed.*

- 60 **h.** The applicants shall obtain the written certification from the Public Works Director
61 described in Section 1102.06 of the Roseville City Code. *This certification pertains to*
62 *requirements that all grading, public improvements, etc. meet City requirements. The*
63 *Public Works Director’s signature on this report represents his certification that all*
64 *such plans are being developed consistent with pertinent requirements.*
- 65 **i.** The City Council, acting as the Board of Adjustments and Appeals, shall determine
66 whether the proposed use for the property is a permitted use. No building permits
67 shall be issued for any use of the property which is not a permitted use. *This item is*
68 *complete, with the City Council, acting as the Board of Adjustments and Appeals,*
69 *finding that Community Development Department staff properly determined that the*
70 *proposed use for the property is a permitted use under the zoning code. Because the*
71 *decision of the Board of Adjustments and Appeals may also be legally challenged, it*
72 *remains true that building permits will not be issued for the proposed use if that use*
73 *is determined by an appellate court to be prohibited.*
- 74 **j.** No building permits shall be issued for any use of the property until the conclusion of
75 the appellate matter captioned as “In the Matter of the Petition for an Environmental
76 Assessment Worksheet for a Proposed Wal-Mart Store in Roseville, Ramsey County,
77 Minnesota” (Writ of Certiorari dated June 21, 2012). *This remains incomplete*
78 *pending the Court’s decision. Moreover, after thinking further about this*
79 *recommended condition, the City Attorney has some concern that such a condition*
80 *might give rise to additional law suits, filed solely to delay the project. Striking such*
81 *a condition may reduce such filings and Wal-Mart would still be required to perform*
82 *any additional environmental review determined by the Court to be necessary even if*
83 *building permits had been issued and construction had begun.*
- 84 **k.** Wal-Mart Real Estate Business Trust shall agree to waive the requirements of MN
85 Statutes, Section 462.358, Subd. 3.c regarding municipal prohibition on amendments
86 to a Comprehensive Plan or official control. *This remains incomplete, and a letter*
87 *from the law firm of Fredrikson & Byron (included with this staff report as*
88 *Attachment E) indicates that Wal-Mart does not believe that such a condition is*
89 *within the City Council’s authority to impose. Since this condition was explicitly*
90 *intended to apply only to the PRELIMINARY PLAT approval, however, it becomes moot*
91 *upon the approval of the FINAL PLAT; for this reason, it does not appear among the*
92 *recommended conditions of FINAL PLAT approval.*
- 93 **l.** Wal-Mart Real Estate Business Trust shall agree to enter into a Development
94 Agreement satisfactory to the City, which includes a provision that for one (1) year,
95 Wal-Mart will pay for any law enforcement costs associated with services provided to
96 their operations in excess of a base line of three hundred (300) calls per annum; with
97 a review of that data after one (1) year) for any potential adjustment. *This remains*
98 *incomplete, and Police Chief Mathwig has expressed interest in an alternative*
99 *condition which would be more proactive and collaborative in preventing crime*
100 *rather than reactive and punitive. The idea would be create a security*
101 *plan/agreement with Wal-Mart identifying and incorporating on-site technology,*
102 *personnel, and practices to improve security, minimize losses, and better*
103 *communicate with the Police Department.*

104 **5.0 PLAT ANALYSIS**

105 5.1 Plat proposals are reviewed primarily for the purpose of ensuring that all proposed lots
106 meet the minimum size requirements of the zoning code, that adequate streets and other
107 public infrastructure are in place or identified and constructed, and that storm water is
108 addressed to prevent problems either on nearby property or within the storm water
109 system. As a plat of a commercial property, the proposal leaves no zoning issues to be
110 addressed since the Zoning Code does not establish minimum lot dimensions or area. The
111 proposed FINAL PLAT is included with this report as Attachment D. For the purpose of
112 ensuring the provision of adequate roadway infrastructure, a traffic impact analysis was
113 prepared by Wal-Mart’s development team and reviewed by Roseville’s consulting
114 traffic engineers; this traffic information is included with this report as Attachment F.

115 5.2 The 1925 Twin View plat dedicated 40 feet of right-of-way for Mount Ridge Road. Then,
116 in 1959, the owner of the property at that time conveyed (via quit claim deed, Ramsey
117 County Document No. 1511814) another 10 feet of land on either side of the Mount
118 Ridge Road right-of-way “for public road and highway purposes.” Over time, the City
119 determined that there was no public purpose in constructing a public road in that location
120 or in retaining the unused right-of-way. On July 13, 2009 the City Council adopted
121 Resolution 10733 vacating the platted Mount Ridge Road right-of-way and subsequently
122 conveyed to Roseville Acquisitions, LLC (via quit claim deed) the two 10-foot strips of
123 land flanking the right-of-way. Because the City possessed the 10-foot strips fee title and
124 did not acquire them as *dedicated* right-of-way, they were not *vacated* with the right-of-
125 way conveyed by the plat dedication. We’ve come to learn, however, that Ramsey
126 County is insisting that the 10-foot strips must also be vacated because the original quit
127 claim deed specified that the land was specifically intended “for public road and highway
128 purposes.” Since these 10-foot-wide easements are to be eliminated in the new plat of the
129 property, the City Attorney has also recommended the inclusion of condition of FINAL
130 PLAT approval that requires the vacation process to be concluded.

131 **6.0 PUBLIC COMMENT**

132 No emails, phone calls, or other verbal or written communications pertaining to the FINAL
133 PLAT application have been received by Planning Division staff at the time this report
134 was drafted.

135 **7.0 DEVELOPMENT AGREEMENT**

136 7.1 The draft development agreement (included with this report as Attachment G) generally
137 specifies the roles and obligations of the City and the developer in the process of
138 developing the subject property to ensure that public improvements are properly
139 constructed, that environmental remediation is carried out in compliance with the Twin
140 Lakes AUAR, that City and the developer are expeditious in the performance of their
141 respective duties, and so on.

142 7.2 The following are the most salient points of the agreement:

- 143 a. The Developer will be responsible for roadway infrastructure construction costs
144 associated with the required left/right turn lane improvements along County Road C
145 between Cleveland Avenue and Prior Avenue and related to a site access point.

- b. The Developer is responsible for roadway infrastructure construction costs associated with a right turn lane along Twin Lakes Parkway between Cleveland Avenue and the round-about at Mount Ridge Road.
- c. The Developer is responsible for a \$400,000 contribution regarding future roadway infrastructure construction costs associated with the interchange with Cleveland Avenue and I-35W.
- d. The Developer is responsible for environmental investigation and remediation and must prepare a Response Action Plan under the direction of the Minnesota Pollution Control Agency.
- e. The Developer is responsible for a payment in lieu of park land dedication in the amount of \$411,115.
- f. Upon final calculation of all public roadway infrastructure costs, the Developer will be responsible for submitting a cash deposit of 125% the final cost for said improvements.
- g. The City will construct all roadway infrastructure improvements.

7.3 As discussed above, Police Chief Mathwig recommends replacing the condition of PRELIMINARY PLAT approval pertaining to calls for police service with a requirement for Wal-Mart to work with the Roseville Police Department to develop a security plan for the property that will help to reduce the calls for service rather than simply penalize Wal-Mart for service calls beyond a certain quantity. Such a requirement seems best incorporated into the development agreement, with the security plan produced as a separate document that will continue to be in effect after the development is completed and the development agreement is no longer relevant.

8.0 RECOMMENDATION

Consistent with the recommendation of the Planning Commission pertaining to the preliminary plat and the approval of the same by the City Council, and based on the comments of Sections 4 – 7 of this report, Planning Division staff, Public Works Department staff, and the City Attorney recommend approval of the FINAL PLAT and the associated DEVELOPMENT AGREEMENT, subject to the following conditions:

- a. Wal-Mart Real Estate Business Trust shall enter into a development agreement pertaining to the plat which is satisfactory to the City. Such development agreement shall include the requirement that Wal-Mart enter into a security plan approved by the Roseville Police Chief which identifies and incorporates on-site technology, personnel, and practices to improve security, minimize losses, and better communicate with the Police Department. If a mutually agreeable security plan cannot be developed, Wal-Mart shall pay for costs related to calls for law enforcement service at the Property in excess of 300 calls per year. Calls for law enforcement service shall include any calls or service in which persons employed by the City and assigned to the Roseville City Police Department are involved. The cost for each call in excess of 300 per year shall be determined by adding the cost of all City employees (including administrative employees) involved in receiving, responding to or providing service with respect to the call. Each employees cost shall be determined by multiplying the employee's hourly rate times 1.9, times the number of hours (or portion thereof) expended by such employee regarding the call. Payment

shall be made within 30 days of the delivery by the City upon Wal-Mart of a written invoice stating the amount due for each call in excess of 300 per year. This provision shall be reviewed by the Roseville City Council after the Wal-Mart store has been opened for over one (1) year and may be modified by the City Council after the review.

- b.** Wal-Mart Real Estate Business Trust shall acquire fee simple title to all of the real property included in the plat and provide proof that there are no liens, encumbrances or other parties having an interest in the Property at the time the Development Agreement and Plat are recorded or make other arrangements which are satisfactory to the City to assure that title to the property is satisfactory to the City.
- c.** Wal-Mart Real Estate Business Trust shall either dedicate on the Plat or otherwise convey all roadway, utility, drainage, and other easements required by the City.
- d.** The access points to enter and exit the Property shall be at locations approved by the City and any other governmental entity having jurisdiction over adjacent roadways.
- e.** Wal-Mart Real Estate Business Trust shall install subdivision monuments as reasonably required by the Roseville Public Works Department and Ramsey County Surveyor.
- f.** Wal-Mart Real Estate Business Trust shall pay all unpaid subdivision review escrow fees as detailed in the adopted fee schedule for the City of Roseville prior to the City releasing the Plat for recording.
- g.** No building permits shall be issued for any use of the property which is not a permitted use.
- h.** The Petition for the vacation proceedings for that part of the public roadway and highway easement created by Document No. 1511814 lying adjacent to and 10 feet on the east and west side of vacated Mount Ridge Road within the Plat shall have been approved by the City.

As discussed in Section 4.2j above, a condition related to the conclusion of the legal matter pertaining to the EAW petition, might give rise to additional law suits filed solely to delay the project. Because Wal-Mart would still be required to perform any additional environmental review determined by the Court to be necessary even if building permits had been issued and construction had begun, Planning Division staff recommends striking such a condition. If the Council is more comfortable preserving the condition, it may be included as follows:

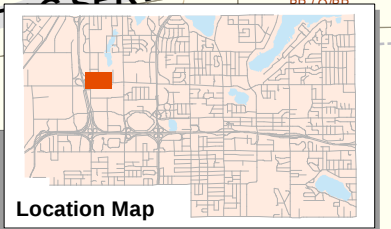
- i.** No building permits shall be issued for any use of the property until the conclusion of the appellate matter captioned as “In the Matter of the Petition for an Environmental Assessment Worksheet for a Proposed Wal-Mart Store in Roseville, Ramsey County, Minnesota” (Writ of Certiorari dated June 21, 2012).

227 **9.0 SUGGESTED ACTION**
228 **Adopt a resolution approving the proposed TWIN LAKES 2ND ADDITION FINAL PLAT,**
229 **pursuant to Title 11 of the City Code and consistent with the July 9, 2012**
230 **PRELIMINARY PLAT approval, and the related DEVELOPMENT AGREEMENT, pursuant**
231 **to MN Stat. 462.358, based on the comments and findings of Sections 4 – 7 and the**
232 **recommendation and conditions of Section 8 of this report.**

Prepared by: Associate Planner Bryan Lloyd

Attachments:	A: Area map	D: Final plat document
	B: Aerial photo	E: Fredrikson & Byron Letter
	C: Preliminary plat with excerpt of 7/9/2012 City Council minutes	F: Traffic information
		G: Draft resolution with draft development agreement

Attachment A for Planning File 12-001



Prepared by:
Community Development Department
Printed: July 16, 2012

Site Location

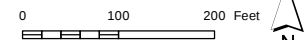
Comp Plan / Zoning
Designations
LR / LDR-1

Data Sources

* Ramsey County GIS Base Map (7/2/2012)
For further information regarding the contents of this map contact:
City of Roseville, Community Development Department,
2660 Civic Center Drive, Roseville MN

Disclaimer

This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City does not represent that the GIS Data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found please contact 651-792-7085. The preceding disclaimer is provided pursuant to Minnesota Statutes §466.03, Subd. 21 (2000), and the user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access or use of data provided.



mapdoc: planning_commission_location.mxd

Attachment B for Planning File 12-001



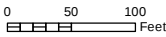
Prepared by:
Community Development Department
Printed: July 16, 2012



Site Location

Data Sources
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* Aerial Data: Pictometry (4/2011)
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Request by Wal-Mart Stores, Inc. for Approval of a Preliminary Plat of the Land Area Bounded by County Road C, Cleveland Avenue, Twin Lakes Parkway, and Prior Avenue

Three bench handouts were available at the meeting, all attached hereto and made a part hereof, consisting of:

- Additional e-mails (Gerry McDonald, 2857 Dellwood Avenue in opposition to Wal-Mart; Kate Finnegan, 2887 N Pascal Street in opposition to Wal-Mart; Nancy Rooney, 2986 Old Highway 8, in opposition to Wal-Mart; and Bob Worrall, 1866 Skillman Avenue, in opposition to Wal-Mart.
- Letter from Thaddeus R. Lightfoot, Environmental Law Group, 133 First Avenue N, Minneapolis, MN, dated July 9, 2012 and representing Responsible Governance for Roseville (RGR), requesting denial of the Preliminary Plat application at this time.¹
- Memorandum dated July 9, 2012 from the City Attorney Office of Erickson, Bell, Beckman & Quinn, P.A. providing an updated list of proposed conditions to any approval of the Twin Lakes Second Addition Preliminary Plat.

Mayor Roe reviewed the purpose of tonight's continued discussion of the Preliminary Plat following previous TABLING of action following previous public comment and City Council deliberation. Therefore, since public testimony had already been heard at that meeting and via written comment, Mayor Roe advised that he was not intending to take any additional public comment at this meeting. Mayor Roe stated that this request would proceed to Council deliberation, following staff's presentation.

City Planner Thomas Paschke briefly reviewed the request, and previous City Council action in TABLING action to take up the PRELIMINARY PLAT APPLICATION first so as to avoid any potential legal complications resulting from taking concurrent action on a Preliminary and Final Plat. Mr. Paschke referenced the additional list of conditions from the City Attorney, previously referenced as a bench handout, and made available to the public.

Councilmember Pust arrived at this time, approximately 6:53 p.m.

At the request of Councilmember McGehee, City Attorney Gaughan advised that it was the recommendation of the City Attorney's Office that all ten (10) of the conditions be incorporated into any approval of the Preliminary Plat by the City Council.

At the request of Mayor Roe, City Attorney Gaughan provided his response to the July 9, 2012 letter previously referenced as a bench handout from Environmental Law Group representing Responsible Governance for Roseville (RGR)¹ and their rationale in setting forth three (3) reasons for denial of the Preliminary Plat.

- 1) "... because the City Attorney has concluded that the Comprehensive Plan and Zoning Ordinance are in conflict."

City Attorney Gaughan, in his review of the City Attorney's original submission, advised that it was not his perception that this was the conclusion, based on the recommendation for review on a case by case basis. City Attorney Gaughan opined that the City Attorney's finding was not as simple as indicated in the RGR position, and did not serve as an appropriate basis to deny the Preliminary Plat.

2) "... until it [City Council] hears and decides the Appeals of the Community Development Department's June 21 determination that the Wal-Mart Project complies with Community Mixed Use District Zoning." AND

3) "...until the Minnesota Court of Appeals determines that the AUAR remains valid."

City Attorney Gaughan advised that, in the City Attorney's further review and submission of recommended conditions as provided tonight, and prior to receipt of this RGR correspondence, recognized that the two (2) issues addressed remained outstanding. City Attorney Gaughan advised that, whether further environment review is determined to be necessary, it was the City Attorney Office's position that the actual potential future use of the site did not come into play given how City Code interacts with State Statute. However, recognizing those two pending litigation issues, City Attorney Gaughan noted that their recommended conditions (#9 and #10) would serve as further protection for the City with the project's proposer having those conditions addressed per State Code and Environmental Review. However, City Attorney Gaughan reiterated that it was not the perception of the City Attorney's Office that it comes into play regarding the Preliminary Plat, and thus their office did not recommend denial as proposed in the Lightfoot letter.

Councilmember McGehee opined that, in her review of the case law cited by the City Attorney's Office in their original legal opinion, she had yet to find anything that served to satisfy her of that position on the Preliminary Plat and what could or could not be considered. Councilmember McGehee further opined that this created a difference between what the City Attorney's Office proposed, and what she had found in her research of materials in State Statute, case law, and the League of Minnesota Cities (LMC) Handbook.

City Attorney Gaughan apologized that the City Attorney Office's efforts had not satisfied Councilmember McGehee; however, noting the attempts made to address those issues raised in past correspondence and the City Attorney Office's rationale in reaching their conclusions for the City Council as a whole, he advised that they stood by those conclusions.

Willmus moved, Johnson seconded, approval of the proposed Twin Lakes Second Addition PRELIMINARY PLAT, pursuant to Title 11 of Roseville City Code, for the land area bounded by County Road C, Cleveland Avenue, Twin Lakes Parkway, and Prior Avenue, including the 4,643 square foot rectangle of land that is the subject of the disposal request; based on the comments and findings of Sections 4-6, and the recommendation of Section 7, of the Request for Council Action dated July 9, 2012; ***amended to include the ten (10) conditions provided by the City Attorney Memorandum dated July 9, 2012 and restated as follows:***

1. ***Wal-Mart Real Estate Business Trust shall enter into a Development Agreement pertaining to the Plat which is satisfactory to the City.***
2. ***Wal-Mart Real Estate Business Trust shall acquire fee simple title to all of the real property included in the Plat and provide proof that there are no liens, encumbrances or other parties having an interest in the Property at the time the Development Agreement and Plat are recorded; or make other arrangements which are satisfactory to the City to assure that title to the property is satisfactory to the City.***
3. ***Wal-Mart Real Estate Business Trust shall either dedicate on the Plat or otherwise convey all roadway, utility, drainage, and other easements required by the City.***

- 83 4. *The access points to enter and exit the Property being plated shall be at locations*
84 *approved by the City and any other governmental entity having jurisdiction over*
85 *adjacent roadways.*
- 86 5. *Wal-Mart Real Estate Business Trust shall install subdivision monuments as*
87 *reasonably required by the Roseville Public Works Department and Ramsey County*
88 *Surveyor.*
- 89 6. *Wal-Mart Real Estate Business Trust shall pay all unpaid subdivision review escrow*
90 *fees as detailed in the adopted fee schedule for the City of Roseville prior to the City*
91 *releasing the Plat for recording.*
- 92 7. *The applicant shall make all submissions and perform all requirements pertaining to*
93 *final plats set forth in Roseville City Code, including Sections 1002.01, 1102.04,*
94 *1102.06 and 1102.07.*
- 95 8. *The applicant shall obtain the written certification from the Public Works Director*
96 *described in Section 1102.06 of Roseville City Code.*
- 97 9. *The City Council, acting as the Board of Adjustments and Appeals, shall determine*
98 *whether the proposed use for the property is a permitted use. No building permits shall*
99 *be issued for any use of the property which is not a permitted use.*
- 100 10. *No building permits shall be issued for any use of the property until the conclusion of*
101 *the appellate matter captioned as “In the Matter of the Petition for an Environmental*
102 *Assessment Worksheet for a Proposed “Wal-Mart Store in Roseville, Ramsey County,*
103 *Minnesota” (Writ of Certiorari dated June 21, 2012).*

104 Councilmember Pust apologized to the public and fellow Councilmembers for her late arrival
105 tonight; and asked patience as she clarified her remaining questions, some of which may have
106 been addressed prior to her arrival. Councilmember Pust reviewed her perception of the Appeal
107 process and referral to the Planning Commission for their recommendation to the Board of
108 Adjustments and Appeals. Councilmember Pust questioned when those recommendations would
109 return to the Board of Appeals, and what opportunities would be provided for public comment
110 and at which body.

111 Mayor Roe reiterated the process, with non-formal public testimony opportunities provided at
112 the June 11, 2012 Planning Commission meeting, as well as again at the July 16, 2012 Board of
113 Adjustments and Appeals meeting.

114 Councilmember Pust commended staff's most recent recommendation in breaking up the
115 Preliminary and Final Plat approval process, serving to address her previously-expressed
116 concerns with that process. Councilmember Pust, based on her research, opined that the
117 Preliminary Plat portion was very important in the decision-making process, and essentially the
118 only time conditions could be applied to that potential approval process. Since this is a
119 significant decision, Councilmember Pust respectfully requested that fellow Councilmembers
120 consider delaying making this decision for one (1) more week, following recommends of the
121 Planning Commission and subsequent action by the Board of Adjustments and Appeals.

122 Councilmember Pust reviewed her remaining concerns, beyond those conditions recommended
123 by the City Attorney in their July 9, 2012 correspondence. While recognizing that disapproval of
124 a permitted use was not a consideration for Preliminary Plat approval or denial, based on case

125 law, Councilmember Pust opined that in this instance, the argument had been made by some
126 members that the proposed Wal-Mart was not a permitted use. In that context, Councilmember
127 Pust opined that an analysis of permitted versus non-permitted use became an appropriate part of
128 preliminary plat consideration.

129 Councilmember Pust asked what would result, if the City Council took action tonight on the
130 Preliminary Plat, and the Planning Commission found that it was not a permitted use, and it was
131 obvious that this could be a possibility, since it was being sent elsewhere for a recommendation.
132 Councilmember Pust questioned, if it was found to be a non-permitted use, but the Preliminary
133 Plat had already been approved, there would then not be a Final Plat. Based on that scenario,
134 and if the issue was found for a conflict between the Zoning Code and Comprehensive Plan,
135 Councilmember Pust noted that the Comprehensive Plan would then need revised either way,
136 whether a permitted use or not. Therefore, if the Preliminary Plat had already been granted, and
137 then the Comprehensive Plan revised, Councilmember Pust noted that there would be no changes
138 applied to that Preliminary Plat for one (1) year. Taking the City out of the legal situation and
139 changing its position based on the timing of this decision, Councilmember Pust opined that it
140 was then a waste of time for the Planning Commission to make a recommendation. If a Final
141 Plat was approved, Councilmember Pust noted that it would take two (2) years to affect this
142 application.

143 Based on the potential that the City Council may be wrong in their analysis to-date,
144 Councilmember Pust opined that she didn't want the City to come out on the wrong side of that
145 analysis with this particular application; and reiterated her preference that the City Council hold
146 off one (1) week on this Preliminary Plat decision, allowing the Planning Commission to hold
147 their discussion and provide a recommendation.

148 At the request of Mayor Roe to provide a response to Councilmember Pust, City Attorney
149 Gaughan noted that the only reason the decision on the Preliminary Plat was back before the City
150 Council tonight was due to the applicant voluntarily extending the 120-day review period until
151 tonight's meeting. Otherwise, based on the expiration of the review period, the Preliminary Plat
152 would be approved by default, based on State Statute (Chapter 462.3454).

153 Based on the Board of Appeals, City Attorney Gaughan noted that, as the process was laid out in
154 State Statutes, a decision could not be made without a recommendation by the Planning
155 Commission, necessitating their part in the process.

156 Regarding the controversy of whether the proposed Wal-Mart is or is not a permitted use, City
157 Attorney Gaughan noted that to-date, that has not come into play as part of the Plat analysis
158 because the authority to make that decision had been delegated by the City Council to staff to
159 make an administrative decision; with no provision available to have the City Council take back
160 that authority to determine whether or not a use is permitted. Under City Code, City Attorney
161 Gaughan advised that the issue came before the City Council only in their role as the Board of
162 Adjustments and Appeals; and based on the applicant's request that the Administrative Appeal
163 be addressed now rather than down the road as additional funds were expended by the applicant
164 through the permitting process.

165 City Attorney Gaughan concluded that this was the mechanics of why and how things were
166 occurring at this point.

Regarding what happens if the City Council approves the Preliminary Plat now and the Planning Commission subsequently recommends that this is not a permitted use, and the Board of Adjustments and Appeals concurred, City Attorney Gaughan noted that their Offices' recommended conditions for Preliminary Plat approval would sufficiently address any outstanding issues and/or pending litigation as applicable. City Attorney Gaughan noted that, even if not specifically addressed in conditions, as noted in previous discussions, a Preliminary Plat was simply redrawing lines, and whether those lines are drawn or not, the permitted or non-permitted use is not addressed.

City Attorney Gaughan, in addressing Councilmember Pust's remaining concerns regarding the timing, noted that if the proposed Wal-Mart was determined to not be a permitted use, it would not impact the Preliminary Plat, or lines to be drawn, since those are distinctions. In allowing a determination by the City Council on approval or denial of the Preliminary Plat tonight, City Attorney Gaughan opined that this would keep the process moving, specific to the Preliminary Plat request currently before the City Council tonight. City Attorney Gaughan encouraged Councilmembers to keep the two issues distinct, the platting issue and the use issue.

Mayor Roe asked that City Attorney Gaughan address the Comprehensive Plan and approval of the Preliminary Plat, and the process if the applicant was amenable to granting the City an additional week for a determination on the Preliminary Plat.

City Attorney Gaughan advised that, if the Preliminary Plat was approved tonight, and it was later determined that there was a conflict between the Comprehensive Plan and the City Zoning Code regarding the proposed use, with subsequent action taken to correct any discrepancy as a result of the Planning Commission hearing and a decision of the Board of Adjustments and Appeals, it would not impact the Preliminary Plat.

Mayor Roe opined that, if the attempt to solve the problem was through a subsequent determination that a Comprehensive Plan revision was needed, Wal-Mart would still be exempt from such a use determination for one (1) year.

Councilmember Pust clarified that for that reason, action on the Preliminary Plat at tonight's meeting was bad either way. Councilmember Pust advised that it was her intent that the process be as clean and transparent as possible; and allow time for the Comprehensive Plan to be revised if determined necessary, and to avoid any other litigation. Councilmember Pust noted that the City Council could deny the Preliminary Plat tonight, and the applicant could reapply again, starting the review and approval process clock over again.

At the request of Mayor Roe, City Attorney Gaughan opined that there would be no quick turnaround with such an action, since the applicant would need to start again at Step 1.

Councilmember Willmus noted the need for a super majority vote if the appeal before the Planning Commission resulted in a finding by them and the Board of Adjustments and Appeals that an error is evident and a Comprehensive Plan amended required. Councilmember Willmus expressed his hope, if that was the actual result, that the applicant would return. Councilmember Willmus questioned whether acting on the Preliminary Plat tonight would have any ill effect as suggested by Councilmember Pust.

Councilmember McGehee opined that, if the City Council denied the Preliminary Plat tonight, and the applicant reapplied tomorrow, there would be sufficient time for the Planning Commission to hear the Appeals and make a recommendation at their meeting this Wednesday

night; and also allowing sufficient time for a formal Public Hearing on the Preliminary Plat at their August Planning Commission meeting.

City Attorney Gaughan cautioned that, under that scenario, notice requirements would need for be met for a formal Public Hearing.

Staff debated the technical notice requirements, with no clear determination made on that notice schedule.

Councilmember Pust opined that the discussion was still ripe for consideration; and in response to Councilmember Willmus' comment about a super majority vote, cautioned that there should be no pre-judgment on how individual Councilmembers may vote on whether or not to amend the Comprehensive Plan if that were to come before the body. Councilmember Pust opined that her overall goal was to avoid the citizens of Roseville being embroiled in litigation, noting that this had always been and continued to be her position. Based on that, Councilmember Pust asked, if it was the intent of the Mayor to proceed with the motion on the table, that before voting, additional conditions be applied amending the motion.

Mayor Roe reviewed the process for amending motions, and suggested that any amendments be considered and moved individually; with the results becoming part of the original motion, with those amendments applied as applicable.

Pust moved, McGehee seconded, to TABLE action on the Preliminary for one (1) week.

After further discussion, and realization that this was the last day for City Council action on the Preliminary Plat, or its approval by default, Councilmember Pust withdrew her motion to table.

Mayor Roe reviewed the motion currently before the body to approve the Preliminary Plat, inclusive of the ten (10) enumerated conditions included in the City Attorney's memorandum dated July 9, 2012.

At the request of Councilmember Willmus, Councilmember Pust reviewed her additional conditions beyond those recommended by the City Attorney's Office.

Amendments

Councilmember Pust suggested a condition that the applicant waived the one (1) year time period exemption to any potential Comprehensive Plan Revision(s).

Councilmember Pust sought clarification of the word, "conclusion," in City Attorney Office Condition #10 regarding issuance of any building permits; and suggested that it be more specific.

Councilmember Pust suggested a condition specifically addressing hours of operation of the proposed facility, while recognizing that this could be interpreted as a use issue. However, Councilmember Pust, based on her research of LMC publications, noted that conditions are applied to use at the Preliminary Plat stage. In order to assure the community that this facility not be operated on a 24-hour basis, Councilmember Pust opined that this was the time to have that conversation.

At the request of Mayor Roe, City Attorney Gaughan opined that the hours of operation were more suited to an associated Development Agreement, as were the first five (5) conditions outlined in their July 9, 2012 memorandum of recommended conditions. City Attorney Gaughan noted that the purpose of the Development Agreement was to make sure everyone was on the same page on all of those issues.

Councilmember Pust opined that this was a substantive issue regarding hours of operation; and expressed her willingness to hear from the applicant on their proposed business model for the facility. Councilmember Pust suggested that hours of operation not exceed 9:00 pm on weeknights, and 10:00 pm on weekends; ensuring that it not be a 24-hour business model.

Mayor Roe suggested that the hours of operation be encompassed in the Development Agreement acceptable to the City.

Councilmember Pust opined that the applicant needed to be aware at this time of the City's restrictions on hours of operation.

Councilmember Willmus note that the City already had another establishment (Cub Foods) that was a 24-hour operation; and questioned their zoning district designation.

Mayor Roe noted that they were in a Community Business District, formerly designated "Shopping Center," before the Zoning Code was revised.

Councilmember Willmus questioned how the City would justify differences in that operation in a Community Mixed Use District versus this applicant.

Councilmember Pust opined that this proposed operation would have greater impact on adjacent residential properties; however, she further opined that any operation within a Business District should not be allowed to have 24-hour retail operations.

Mayor Roe noted that this subject had been brought up and recognized; and asked that Councilmember Pust provide any other conditions for consideration by the body.

Councilmember Pust suggested, given past testimony by the Police Chief Rick Mathwig about the potential increase in law enforcement services required; and asked for a condition that the applicant pay for those additional services on a proportional basis. Councilmember Pust opined that, when evidence was provided that a use would cost resident more money for additional services provided by the City, an applicant should be required to pay for those costs.

Condition #11

Pust moved, McGehee seconded, amendment to the original motion by the addition of Condition #11 that: "Wal-Mart Real Estate Business Trust shall agree to waive the requirements of MN Statutes, Section 462.358, Subd. 3.c regarding municipal prohibition on amendments to a Comprehensive Plan or official control."

Councilmember Pust noted that case law made clear that this issue can be negotiated by parties to a municipal development agreement and cited to the case of Semler Construction, Inc. v. City of Hanover, 667 N.W.2d 457 (Minn. App. 2003), as noted by the League of Minnesota Cities in its *Subdivision Guide for Cities*.

Roll Call

Ayes: Pust; McGehee; Roe.

Nays: Willmus; Johnson.

Motion Carried.

Condition – Hours of Operation

Pust moved, McGehee seconded, amendment to the original motion by the addition of a condition that: "Wal-Mart Real Estate Business Trust shall agree, in an executed Development Agreement satisfactory to the City, including a provision to limited hours of

operation not to exceed 7:00 a.m. to 9:00 p.m. on weekdays, and 7:00 a.m. to 10:00 p.m. on weekends.”

Councilmember McGehee noted that this proposed development would be locating in Roseville and be in direct competition with Target; and questioned what Target’s hours of operation were.

Mayor Roe noted that the hours of operation most likely varied, and were subject to holiday sales as well.

City Planner Paschke advised that the City’s Zoning Ordinance did not limit hours of operation, specific to the Target Store.

Johnson moved, Willmus seconded, to call the question.

Roll Call

Ayes: Pust; McGehee.

Nays: Willmus, Johnson, Roe.

Motion failed.

CONDITION #12

Pust moved, Johnson seconded, amendment to the original motion by the addition of Condition #12 that: “Wal-Mart Real Estate Business Trust shall agree to enter into a Development Agreement satisfactory to the City, which includes a provision that Wal-Mart will pay for any law enforcement costs associated with services provided to their operations in excess of three hundred (300) calls for service annually.

Prior to consensus of three hundred (300) calls for service, debate ensued among Councilmembers regarding an appropriate number of calls.

Councilmember Johnson advised that, he would find it difficult to support a condition without statistical evidence pertinent to this community and comparable to services provided to similar businesses.

At the suggestion of City Manager Malinen as to whether fire and/or emergency medical calls be factored into that equation, Councilmember Johnson, with concurrence of other Councilmembers, excluded those calls from the equation to avoid discouraging their use.

Roll Call

Ayes: Pust; McGehee; Roe.

Nays: Willmus; Johnson.

Motion Failed due to lack of Super-Majority vote.

Mayor Roe expressed his concern with this motion as stated being somewhat arbitrary in nature

Councilmember Willmus concurred, opining that it presents a deterrent to public safety.

Councilmember Johnson duly noted their point, and clarified that his intent was to get to some statistical evidence to support an excess of calls; and without a year’s worth of data to back up the proposed hours, he was reluctant to support a motion simply based on previously-expressed comments about a Wal-Mart store. Councilmember Johnson opined that he was willing to stipulate gathering of evidence and leaving it up to a future City Council, by using more lenient language; but was not totally convinced that an actual number was needed, but providing for a specific trigger.

City Attorney Gaughan echoed the Mayor's concerns that no arbitrary figure was used, and thereby undermining the appropriateness of this type of condition. City Attorney Gaughan cautioned the City Council to avoid moving anywhere near an arbitrary and capricious situation.

Councilmember Pust respectfully requested a five minute recess to research past meeting minutes specific to projected service levels by Chief Mathwig.

Recess

Mayor Roe recessed the meeting at approximately 7:44 pm and reconvened at approximately 7:54 pm.

Councilmember Pust advised that her research specific to proposed Condition #12 had provided projections, from Chief Mathwig, of between 700-900 additional calls per year with a retailer the size of the proposed Wal-Mart.

City Manager Malinen advised that he had consulted with Chief Mathwig by phone during the recess, and Chief Mathwig advised that the SuperTarget Store in Roseville had an average of 175 service calls per year of various types. City Manager Malinen advised that Chief Mathwig had opined that a number of 300 calls per year for a similar operation, and based on the proposed Wal-Mart size and facility, appeared reasonable.

Councilmember Pust opined that such a condition would also allow a new business to establish their business model.

City Attorney Gaughan advised that he was unable to provide a definitive answer as to whether the proposed language of Councilmember Pust's amendment (Condition #12) provided sufficient statistical analysis to avoid any arbitrary or capricious concerns; and based on the significant retail already in Roseville, questioned how a determination could be made as to what factors played into those statistics.

CONDITION #12 (REVISED)

Pust moved, Johnson seconded, amendment to the original motion by the addition of Condition #12 that: "Wal-Mart Real Estate Business Trust shall agree to enter into a Development Agreement satisfactory to the City, which includes a provision that for one (1) year, Wal-Mart will pay for any law enforcement costs associated with services provided to their operations in excess of a base line of three hundred (300) calls per annum; with a review of that data after one (1) year) for any potential adjustment.

Will Matzek, Kimley-Horn and Associates, Inc., Civil Engineer of Record for Wal-Mart Development Team

On behalf of the applicant, Mr. Matzek asked only that Wal-Mart be treated similar to everyone else within a similar zoning classification and/or retailers throughout the community in general.

Councilmember Pust opined that this condition would serve to treat Wal-Mart fairly and similarly.

Mayor Roe spoke in support of the one year review for comparison and expectations of the applicant and City in order to provide the best possible services for all parties.

In terms of being treated fairly, Councilmember Johnson opined that the Wal-Mart representative brought up a fair point; and in the spirit of that, suggested that going forward in that spirit, that the City consider a policy in the future with similar language as a City Council responsibility, rather than setting it forth arbitrarily. Councilmember Johnson opined that tonight's debate had

served to acknowledge significant concerns and would set a precedent moving forward with future development.

Councilmember Pust spoke in support of such a future policy; opining that it would be a good thing for the community as well. Councilmember Pust noted that there was a considerable amount of misinformation about Wal-Mart in general; and residents needed to recognize that this business intends to do its best and be a good corporate citizen. If their service call numbers came back significantly lower than the base line, Councilmember Pust opined that residents needed to be aware of that result as well, and having the one year review would provide that as public information.

Councilmember Johnson opined that this would provide Wal-Mart a good talking point moving forward into other communities in the future as well.

Councilmember Willmus spoke in support of the proposed condition, opining that the “look back” provision had swayed him, and concurred with Councilmembers Johnson and Pust that this was a good starting point moving forward for application city-wide via a future City Council policy.

Mayor Roe note that this was in line with past discussions held by the City Council related to providing and funding police services for the extensive retail community in Roseville; as well as past discussions between the City and those retailers. Mayor Roe noted that this has been a long-term challenge for the City; and if such a future policy provided a way to get that process going and in place, it would serve for the betterment of the entire community. Mayor Roe spoke in support of the amended language of this condition.

Councilmember Johnson recognized, speaking on behalf of Target, their amazing corporate stewardship to the City and its Police Department, as well as neighborhoods and schools through their community involvement and monetary donations.

Roll Call

Ayes: Johnson; Pust; McGehee; Willmus; and Roe.

Nays: None.

Original Motion, as amended

Mayor Roe called the original motion, as amended with conditions #1-12, and based on the details included in the Request for Council Action dated July 9, 2012.

Roll Call

Ayes: Johnson; Willmus; and Roe.

Nays: Pust and McGehee.

Motion carried.

For the record, Councilmember McGehee submitted as a bench handout, *attached hereto and made a part hereof*, her rationale in opposing the Preliminary Plat approval; entitled “Findings for Denial of Proposed Preliminary Plat County Road C and Cleveland Avenue, Roseville, MN, dated July 9, 2012.

Bryan Lloyd

From: support@civicplus.com
Sent: Saturday, July 07, 2012 11:02 PM
To: *RVCouncil; Kari Collins; Bill Malinen
Subject: Online Form Submittal: Contact City Council

The following form was submitted via your website: Contact City Council

Subject: Wal-Mart

Name:: Gerry McDonald

Address:: 2857 Dellwood Ave

City:: Roseville

State: : MN

Zip:: 55113

How would you prefer to be contacted? Remember to fill in the corresponding contact information.: Email

Email Address::

Phone Number::

Please Share Your Comment, Question or Concern: If I were to be a member of the City Council I would vote against Wal-Mart. Not because I am opposed to Wal-Mart, but because I am opposed to bringing in competition for Target, Cub, and Rainbow. These stores have been members of our community for several decades, and they have served our community very well! Why are we going to bring in a business that is going to economically challenge and threaten the well-being of companies that historically have been exceptional partners to our fair city? To vote to bring in a competitor is a vote against loyalty.

Additional Information:

Form submitted on: 7/7/2012 11:01:30 PM

Submitted from IP Address: 71.210.154.85

Referrer Page: <http://www.cityofroseville.com/Directory.aspx?did=17>

Form Address: <http://www.cityofroseville.com/Forms.aspx?FID=115>

Bryan Lloyd

From: support@civicplus.com
Sent: Friday, July 06, 2012 6:30 PM
To: *RVCouncil; Kari Collins; Bill Malinen
Subject: Online Form Submittal: Contact City Council

The following form was submitted via your website: Contact City Council

Subject: WAL-MART

Name:: Kate FINNEGAN

Address:: 2887 NORTH PASCAL ST

City:: Roseville

State: : MN

Zip:: 55113

How would you prefer to be contacted? Remember to fill in the corresponding contact information.: Email

Email Address::

Phone Number::

Please Share Your Comment, Question or Concern: I don't want a WAL-MART in Roseville. We have another one 5-7 miles from Roseville on University Avenue.

That close why pollute our city with a retailer that has less than good name in dealing with it's employees. Besides who needs a store that fill with JUNK MADE IN CHINA !!!

Get with it people...

Postone the decision until we can vote you "YES Councilmembers" out of office. What's happened to the Values we once saw on the council???

Additional Information:

Form submitted on: 7/6/2012 6:30:21 PM

Submitted from IP Address: 75.72.246.201

Referrer Page: No Referrer - Direct Link

Form Address: <http://www.ci.roseville.mn.us/Forms.aspx?FID=115>

Bryan Lloyd

From: support@civicplus.com
Sent: Thursday, July 05, 2012 8:20 AM
To: *RVCouncil; Kari Collins; Bill Malinen
Subject: Online Form Submittal: WalMart

The following form was submitted via your website: Contact City Council

Subject: Walmart

Name:: Nancy Rooney

Address:: 2986 Old Highway 8

City:: Roseville

State: : MN

Zip:: 55113

How would you prefer to be contacted? Remember to fill in the corresponding contact information.: Email

Email Address:: Redacted

Phone Number::

Please Share Your Comment, Question or Concern: Count me as a Roseville resident who DOES NOT want Walmart to build on County Road C and Cleveland. I agree with McGehee who says residents "want to see a mixed use development at the site that places an emphasis on housing and environment stewardship."

Additional Information:

Form submitted on: 7/5/2012 8:19:56 AM

Submitted from IP Address: 156.98.175.136

Referrer Page: <http://www.cityofroseville.com/Directory.aspx?did=17>

Form Address: <http://www.cityofroseville.com/Forms.aspx?FID=115>

Bryan Lloyd

From: support@civicplus.com
Sent: Tuesday, July 03, 2012 10:13 PM
To: *RVCouncil; Kari Collins; Bill Malinen
Subject: Online Form Submittal: WalMart

The following form was submitted via your website: Contact City Council

Subject: Walmart

Name:: Bob Worrall

Address:: 1866 Skillman Ave. W

City:: Roseville

State: : MN

Zip:: 55113

How would you prefer to be contacted? Remember to fill in the corresponding contact information.: Email

Email Address:: Redacted

Phone Number:: Redacted

Please Share Your Comment, Question or Concern: The ruling that says the Walmart development proposal is in compliance with the Comprehensive Plan is baffling and shows appalling disregard for the good work of those who spent a lot of time on behalf of fellow citizens drafting the CP. What kind of odd logic would prevail by claiming that an explicit recommendation against big box retail is not the same as prohibiting it. It makes one wonder if there is sort of incentive decision-makers might be weighing in the balance against the expressed wishes of Roseville citizens. I hope the meeting on the 9th is held in the largest room available.

Additional Information:

Form submitted on: 7/3/2012 10:13:16 PM

Submitted from IP Address: 75.72.226.87

Referrer Page: <http://www.cityofroseville.com/index.aspx?NID=56>

Form Address: <http://www.cityofroseville.com/Forms.aspx?FID=115>

ENVIRONMENTAL LAW GROUP

JUL -9 2012
cc Rec'd
3:11 p.m

THADDEUS R. LIGHTFOOT
DIRECT DIAL: 612/623-2363
E-MAIL: T.LIGHTFOOT@ENVIROLAWGROUP.COM

July 9, 2012

William J. Malinen
City Manager
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

Re: Consideration of Preliminary Plat, Proposed Wal-Mart Development, at the
July 9, 2012, City Council Meeting

Dear Mr. Malinen:

As you know, this firm represents Responsible Governance for Roseville ("RGR"). RGR understands that the City will consider the preliminary plat for the proposed Wal-Mart development at this evening's Council meeting. RGR is pleased that the City opted not to consider Wal-Mart's application for a preliminary plat, a proposed development agreement, and the final plat in a single meeting. However, RGR urges the City to deny the preliminary plat application, at least at this time, for three reasons: (1) the City's comprehensive plan and zoning ordinance appear to be in conflict; (2) the City Council will not hear the appeals of the Community Development Department's June 21 decision on the project until July 16, and will not make a decision on the appeals until July 23; and (3) RGR has challenged the City's decision not to prepare an environmental assessment worksheet ("EAW") for the project under the Minnesota Environmental Policy Act ("MEPA") and that challenge is pending in the Minnesota Court of Appeals.

- 1. THE CITY SHOULD DENY THE PRELIMINARY PLAT BECAUSE THE CITY ATTORNEY HAS CONCLUDED THAT THE COMPREHENSIVE PLAN AND THE CITY'S ZONING ORDINANCE ARE IN CONFLICT.**

The Metropolitan Land Planning Act ("MLPA") provides a statutory priority for comprehensive plans over zoning ordinances. Minn. Stat. § 478.859, subd. 1. Zoning ordinances are "intended to carry out the policies of a city's comprehensive plan"; a comprehensive plan is "the primary land use control for cities and supersedes all other municipal regulations when these regulations are in conflict with the plan." *Mendota*

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Golf, LLP v. City of Mendota Heights, 708 N.W.2d 162, 175 (Minn. 2006) (citing the MLPA, Minn. Minn. Stat. § 478.859, subd. 1. As a result, a city must amend its zoning regulations to conform to its comprehensive plan when the two are in conflict. MLPA, Minn. Minn. Stat. § 478.859, subd. 1). *See also, Mendota Golf*, 708 N.W.2d at 175.

In a December 9, 2011, legal memorandum, the City Attorney noted that the City's comprehensive plan conflicted with its zoning code and recommended that the City eliminate the conflict. *See* Memorandum from Charles R. Bartholdi, Erickson, Bell, Beckman & Quinn, P.A., to William J. Malinen, City Manager, dated Dec. 9, 2011 ("Bartholdi Memo," attached). The City Attorney's Bartholdi Memo answered three questions posed by the City Manager related to Community Mixed Use Zoning Districts under the Roseville Comprehensive Plan and the Roseville Zoning Code. *Id.* at 1. Under the Roseville Comprehensive Plan, the memo notes, Community-Mixed Use districts are "guided for uses which may include Community Business uses (i.e.,] uses that promote community orientation and scale), but not Regional Business uses (i.e.,] regional scale uses)." *Id.* at 2. However, Section 1005.07 of the Roseville Zoning Code, which explains the purpose of the "Community-Mixed Use (CMU) District," does not distinguish between Community Business uses and Regional Business uses. The City Attorney's Bartholdi Memo opined that "since the Zoning Code does not expressly distinguish between Community Business and Regional Business uses, there may be certain Regional Business uses which may be allowed in Community Mixed-Use areas under the Zoning Code, which would result in a conflict between the Comprehensive Plan and the Zoning Code." *Id.* at 2.¹ In short, the City Attorney concluded that because "a Regional Business use is allowed in a Community Mixed-Use District under the Zoning Code, there is an apparent conflict between the Comprehensive Plan and Zoning Code." *Id.* at 3. And the City Attorney recommended that the City resolve the conflict by either amending its zoning code or its comprehensive plan. *Id.* But the Minnesota Supreme Court has held that because a comprehensive plan supersedes all other municipal regulations under the MLPA, the only appropriate method to resolve a conflict is to amend a city's zoning code. *Mendota Golf*, 708 N.W.2d at 175.

Here, the City has yet to amend its zoning code to conform to its comprehensive plan, as it must under the MLPA. The conflict between the zoning code and the

¹ To determine whether a specific use is allowed in a Community Business area, the City Attorney stated that "more than just use must be considered." *Id.* at 3. The analysis must be made on a "case by case basis" using factors "such as where the store or facility is located, the uniqueness of the product sold or produced, the other uses and stores in the area, [and] whether similar stores or facilities are located nearby" *Id.*

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comprehensive plan is particularly relevant to the proposed Wal-Mart project. The Wal-Mart project is proposed for construction in a Community Mixed-Use District under the Roseville Comprehensive Plan and the Roseville Zoning Code. One basis for the appeals of the Community Development Department's June 21 determination that the Wal-Mart project complies with a retail use in a Community Mixed-Use District is that Wal-Mart is a Regional Business. In light of the City Attorney's conclusion that the Roseville Zoning Code conflicts with the Roseville Comprehensive Plan on the Regional Business versus Community Business, the City should deny the preliminary plat at this time.

We have also reviewed the City Attorney's June 14, 2012, letter regarding whether the Council may consider the proposed future use of a subdivided property in evaluating a preliminary plat. Once again, for the reasons articulated in our May 21, 2012, letter to you, we disagree with the conclusion in the City Attorney's June 14 letter. As we pointed out in our May 21 letter, comprehensive consideration of a preliminary plat approval involves the discussion of the underlying project and the development agreement for that project. Preliminary plat approval and a master project agreement work together, with City resolutions and ordinances, "to implement a public policy of beneficial long-term development." *Semler Construction v. City of Hanover*, 667 N.W.2d 457, 462 (Minn. Ct. App. 2003). Nothing in the subdivision statute, Minn. Stat. § 462.358, subd. 3b, limits the public discussion of preliminary plat approval only to whether the plat application conforms to the City's subdivision regulations. Rather, the statute's "primary emphasis on preliminary plat approval" contemplates public policy discussions regarding the proposed development at the preliminary plat approval stage. *Semler Construction*, 667 N.W.2d at 463 (emphasis added). In fact, in *Semler Construction* the city included "extensive findings . . . that [the preliminary plat] was not in conflict with the city's comprehensive land-use plan." *Id.* at 462. It is the *final approval* of the plat that is "mechanical"; the City's consideration of the final plat is limited to determining whether the applicant has complied with the conditions set out in the preliminary approval. *Id.* at 462-63. And *Semler Construction* "did not strip final-plat decisions of all meaning." *Save Lantern Bay v. Cass County Planning Comm'n*, 683 N.W.2d 862, 866 (Minn. Ct. App. 2004). Final plat decisions are "still subject to review for mistake or abuse of discretion." *Id.*

The City Attorney's June 14 letter relies upon *PTL, LLC v. Chisago Cty. Bd.*, 656 N.W.2d 567 (Minn. Ct. App. 2003), but that decision is not controlling. In *PTL*, the Minnesota Court of Appeals reversed a county's decision to deny a preliminary plat where the subdivision complied with the zoning code but failed to implement a comprehensive plan. However, *PTL* did not involve a *conflict* between a comprehensive plan and a zoning code. Here, there is a conflict that between the Roseville

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Comprehensive Plan and the Roseville Zoning Code that the City Attorney identified in the December 9, 2011, Bartholdi Memo but did not mention in the June 14, 2012, letter.

The City has the authority to deny a preliminary plat, even if the plat meets applicable standards and criteria in the City's zoning and subdivision regulations, so long as the City adopts findings based on a record from public proceedings as to why the application is not approved. Minn. Stat. § 462.358, subd. 3b. In short, the City must act rationally rather than arbitrarily. The unresolved conflict between the Roseville Zoning Code and the Roseville Comprehensive Plan—a conflict on the very issue that the Wal-Mart project raises—is a principled reason to deny the preliminary plat, at least until the City resolves the conflict or determines that the Wal-Mart project is a Community Business.

2. THE CITY SHOULD DENY THE PRELIMINARY PLAT UNTIL IT HEARS AND DECIDES THE APPEALS OF THE COMMUNITY DEVELOPMENT DEPARTMENT'S JUNE 21 DETERMINATION THAT THE WAL-MART PROJECT COMPLIES WITH COMMUNITY MIXED-USE DISTRICT ZONING.

The City, sitting as the Board of Adjustment and Appeals, will later this month decide the appeals of the Community Development Department's June 21, 2012, determination that the Wal-Mart project complies with zoning in a Community Mixed-Use District. The appeals in the case raise many of the issues that concern RGR and other project opponents. Most notably, the appeals argue that the proposed Wal-Mart project does not qualify as a "Community Business" in a Community Mixed-Use District under the Roseville Comprehensive Plan.

As discussed above, the City Attorney has determined that the Roseville Comprehensive Plan and the Roseville Zoning Code are in conflict regarding the "Regional Business" and "Community Business" designations in a Community Mixed-Use District. The Community Development Department determined that the proposed Wal-Mart project complies with the zoning code because the Roseville Comprehensive Plan's description of "Community Business" does not impose specific use or size limits. But the Community Development Department ignored the conflict between the Roseville Comprehensive Plan and the Roseville Zoning Code. And the Community Development Department failed to adequately analyze the case-by-case factors set forth in the City Attorney's Bartholdi Memo for determining whether a project is a Community Business or a Regional Business. These issues are relevant to a decision on the preliminary plat. *Semler Construction*, 667 N.W.2d at 462-63 (Minn. Ct. App. 2003). It is more than reasonable under Minn. Stat. § 462.358, subd. 3b, for the City to issue specific findings

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that it is denying preliminary plat approval until it reviews the issues raised in the appeals of the June 21, 2012, decision by the Community Development Department.

3. THE CITY SHOULD DENY THE PRELIMINARY PLAT UNTIL THE MINNESOTA COURT OF APPEALS DETERMINES THAT THE AUAR REMAINS VALID.

RGR has challenged the City's May 21, 2012, determination that the Wal-Mart project is exempt from environmental review under MEPA. That challenge is currently pending in the Minnesota Court of Appeals. One of the grounds for the challenge is that Alternative Urban Areawide Review ("AUAR") is no longer valid as a "substitute form of environmental review" and that an EAW must be prepared for the Wal-Mart project because the City has not amended the AUAR and its plan for mitigation as required by Minn. R. 4410.3610. The Community Development Department's June 21, 2012, decision relies heavily upon the adequacy of the AUAR. Because the adequacy of the AUAR is in question, the City should issue specific findings under Minn. Stat. § 462.358, subd. 3b, that it is denying preliminary plat approval until it has the benefit of a judgment from the Minnesota Court of Appeals that the AUAR remains adequate.

Sincerely,



Thaddeus R. Lightfoot

**E RICKSON,
B ELL,
B BECKMAN &
Q UINN, P.A.**

1700 West Highway 36
Suite 110
Roseville, MN 55113
(651) 223-4999
(651) 223-4987 Fax
www.ebbqlaw.com

James C. Erickson, Sr.
Caroline Bell Beckman
Charles R. Bartholdi
Kari L. Quinn
Mark F. Gaughan
James C. Erickson, Jr.
Robert C. Bell – *of counsel*

TO: William J. Malinen
FROM: Charles R. Bartholdi
RE: Community Mixed-Use District Questions
Our File No: 1011-00189
DATE: December 9, 2011

I have been asked the following questions pertaining to the Community Mixed Use Zoning Districts under the Roseville City Comprehensive Plan and Zoning Ordinance.

QUESTIONS

Question #1: Is the Roseville Community Mixed-Use District in the Zoning Code in conformance with the Comprehensive Plan definition of “Community Mixed-Use” land use designations when it does not include a specific reference to “Community Business?”

Question #2: Does it matter whether the Community Mixed-Use District definition in the Zoning Code does not reference “Community Business” since the Comprehensive Plan definition does mention it, and the Comprehensive Plan is the “superior” document?

Question #3: If Roseville wants its Community Mixed-Use Zoning District to conform to the Comprehensive Plan, and therefore to exclude “Regional Market Area” businesses as uses, does the City Council need to change its Zoning Code language?

APPLICABLE COMPREHENSIVE PLAN PROVISIONS

The land use section of the Roseville Comprehensive Plan states that **Community Mixed Use** areas are intended to contain a mix of complementary uses that may include housing, office, civic, commercial, park and open space uses. The mix of land uses may include Medium and High-Density Residential, Office, Community Business, Industrial, and Parks, and Open Space uses.

Under the land use section of the Roseville Comprehensive Plan, **Community Business** districts are areas which are oriented toward businesses and Industrial uses involved with the provision of goods and services to a local market area. Community Business areas include shopping centers and free standing businesses and institutions that promote community orientation and scale.

Under the land use section of the Roseville Comprehensive Plan, **Regional Business** areas include a collection of businesses and Institutional uses that provide goods and services to a Regional Market Area. Uses found in Regional Business Areas include Regional-Scale Institutions and Malls, Shopping Centers of various sizes, freestanding large-format stores, freestanding smaller businesses, multi-story office buildings, and groupings of automobile dealerships.

APPLICABLE ZONING CODE PROVISIONS

In Section 1005.07 of the Roseville City Code, the statement of purpose for the **Community Mixed-Use (CMU) District** is stated as follows:

The Community Mixed-Use District is designed to encourage the development or redevelopment of mixed-use centers that may include housing, office, commercial, park, civic, institutional and open space uses. Complementary uses should be organized into cohesive districts in which mixed or single-use buildings are connected by streets, sidewalks and trails and open space to create a pedestrian-oriented environment. The CMU District is intended to be applied to areas of the City guided for redevelopment or intensification.

Table 1005-1 in Section 1005.03 of the Roseville City Code lists all permitted and conditional uses in the commercial and mixed use districts. Table 1005-1 is attached to this memorandum as Exhibit A. The uses listed in Table 1005-1 are limited in scope by the definitions of the various uses found in Section 1001.10, by the Regulating Plan and requirements contained in Section 1005.07 and the Performance Standards contained in Chapter 1011 of the Roseville Zoning Code.

ANSWERS

Answer to Question No. 1: The stated uses in a Community Mixed-Use area under the Comprehensive Plan specifically include Community Business uses, but do not include Regional Business uses. This distinction means that property within a Community Mixed-Use area under the Comprehensive Plan is guided for uses which may include Community Business uses (i.e. uses that promote community orientation and scale), but not Regional Business uses (i.e. regional scale uses). The Community Business and Regional Business distinction is not expressly stated in the Zoning Code for Community Mixed-Use areas. Rather, the uses allowed in a Community Mixed-Use District under the Zoning Code are designated in Table 1005-1, subject to the qualifications and requirements of the definition of such uses under Section 1001.10, the Regulating Plan and requirements contained in Section 1005.07, and the Performance Standards contained in Chapter 1011 of the Zoning Code ("Qualifying Code Sections"). While the Zoning Code does not expressly use the Community Business and Regional Business distinction in Community Mixed-Use areas, many uses which are allowed or prohibited in Community Mixed-Use areas under the Comprehensive Plan are similarly allowed or prohibited in Community Mixed-Use areas using Table 1005-1 and the Qualifying Code Sections. However, since the Zoning Code does not expressly distinguish between Community Business and Regional Business uses, there may be certain Regional Business uses which may be allowed in Community Mixed-Use areas under the Zoning Code, which would result in a conflict between the Comprehensive Plan and the Zoning Code.

In order to determine which specific uses are allowed in Community Business and Regional Business areas, more than just use must be considered. Other factors such as where the store or facility is located, where the customer base is drawn from, the physical size of the store or facility, the uniqueness of the product sold or produced, the other uses and stores in the area, whether similar stores or facilities are located nearby, and other factors deemed relevant by the Community Development Department need to be reviewed to determine whether a use falls into a Community Business use area or a Regional Business use area. Consequently, each proposed use, together with the scope and extent of the use, the facilities associated with the use and the manner in which the use is to be implemented on the property must be evaluated by the Community Development Department on a case by case basis using the foregoing factors to determine whether it constitutes a Community Business or a Regional Business use. Until this determination has been made and whether such use is allowed or prohibited in the Community Mixed-Use District under the Zoning Code can the question of whether a particular use results in a conflict between the Comprehensive Plan and Zoning Code be answered. To the extent that a Regional Business use is allowed in a Community Mixed-Use District under the Zoning Code, there is an apparent conflict between the Comprehensive Plan and Zoning Code.

Answer to Question No. 2: Minnesota Statutes § 473.865 states that a local governmental unit shall not adopt any official control or fiscal device which is in conflict with its Comprehensive Plan or which permits activity in conflict with metropolitan system plans. If an official control conflicts with a Comprehensive Plan as a result of an amendment to the plan, the official control shall be amended by the governmental unit within nine months following the amendment to the Comprehensive Plan so as to not conflict with the amended Comprehensive Plan. Minnesota Statutes § 473.858 provides that Minnesota Statutes § 473.865 shall supercede the provisions of the applicable planning statute wherever a conflict exists. Therefore, the general rule is that in the event of a conflict between the Comprehensive Plan and the Zoning Code, the Comprehensive Plan controls. While the courts generally adhere to this rule, the Minnesota Court of Appeals in the case of PTL, LLC v. Chicago County Board of Commissioners, 656 N.W. 2d 567 (Minn. App. 2003) decided that a County Board of Commissioners cannot deny approval of a plat solely on the basis that it does not comply with the comprehensive plan. In the PTL case, the court determined that the comprehensive plan is only a guide to setting zoning standards and that where a land owner complies with all of the requirements of a platting ordinance, the comprehensive plan does not provide an independent source of discretionary authority for denying approval of a preliminary plat. While the PTL case appears to be very narrow in its application, under certain limited circumstances a zoning code may prevail over a comprehensive plan. This means a conflict between a zoning code and comprehensive plan can matter.

Answer to Question No. 3: Since Minnesota Statutes § 473.865 requires that the Zoning Code and Comprehensive Plan do not conflict, I would recommend that to the extent the Comprehensive Plan and Zoning Code may conflict as described in Answer to Question No. 1 above, the City Council amend either its Zoning Code or Comprehensive Plan to eliminate the conflict.

CRB/alb

EXHIBIT A

1005.03 TABLE OF ALLOWED USES

Table 1005-1 lists all permitted and conditional uses in the commercial and mixed use districts.

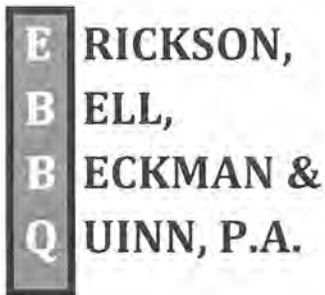
- A. Uses marked as "P" are permitted in the districts where designated.
- B. Uses marked with a "C" are allowed as conditional uses in the districts where designated, in compliance with all applicable standards.
- Uses marked as "NP" are not permitted in the districts where designated.
- C. A "Y" in the "Standards" column indicates that specific standards must be complied with, whether the use is permitted or conditional. Standards for permitted uses are included in Chapter 1011 of this Title; standards for conditional uses are included in Section 1009.02 of this Title.
- E. Combined Uses: Allowed uses may be combined within a single building, meeting the following standards:
1. Residential units in mixed-use buildings shall be located above the ground floor or on the ground floor to the rear of nonresidential uses;
 2. Retail and service uses in mixed-use buildings shall be located at ground floor or lower levels of the building; and
 3. Nonresidential uses are not permitted above residential uses.

Table 1005-1	NB	CB	RB	CMU	Standards
Office Uses					
Office	P	P	P	P	
Clinic, medical, dental or optical	P	P	P	P	
Office showroom	NP	P	P	P	
Commercial Uses					
Retail, general and personal service*	P	P	P	P	
Animal boarding, kennel/day care (indoor)	P	P	P	P	Y
Animal boarding, kennel/day care (outdoor)	NP	C	C	NP	Y
Animal hospital, veterinary clinics	P	P	P	P	Y
Bank, financial institution	P	P	P	P	
Club or lodge, private	P	P	P	P	
Day care center	P	P	P	P	Y
Grocery store	C	P	P	P	
Health club, fitness center	C	P	P	P	
Learning studio (martial arts, visual/performing arts)	C	P	P	P	
Liquor store	C	P	P	P	
Lodging: hotel, motel	NP	P	P	P	
Mini-storage	NP	P	P	NP	
Mortuary, funeral home	P	P	P	P	
Motor fuel sales (gas station)	C	P	P	C	Y
Motor vehicle repair, auto body shop	NP	C	P	C	Y
Motor vehicle rental/leasing	NP	P	P	NP	Y
Motor vehicle dealer (new vehicles)	NP	NP	P	NP	
Movie theater, cinema	NP	P	P	P	
Pawn shop	NP	C	C	NP	
Parking	C	C	C	C	
Restaurant, Fast Food	NP	P	P	P	
Restaurant, Traditional	P	P	P	P	

Table 1005-1	NB	CB	RB	MU	Standards
Residential Family Living					
Dwelling, one-family attached (townhome, rowhouse)	NP	NP	NP	P	
Dwelling, multi-family (3-8 units per building)	NP	NP	NP	P	
Dwelling, multi-family (upper stories in mixed-use building)	P	P	NP	P	
Dwelling, multi-family (8 or more units per building)	C	NP	NP	P	
Dwelling unit, accessory	NP	NP	NP	C	Y
Live-work unit	C	NP	NP	P	Y
Residential - Group Living					
Community residential facility, state licensed, serving 7-16 persons	C	NP	NP	C	Y
Dormitory	NP	NP	NP	C	
Nursing home, assisted living facility	C	C	C	C	Y
Civic and Institutional Uses					
College, post-secondary school	NP	NP	P	P	Y
Community center, library, municipal building	NP	NP	P	P	
Place of assembly	P	P	P	P	Y
School, elementary or secondary	NP	NP	P	P	Y
Theater, performing arts center	NP	NP	P	P	Y
Utilities and Transportation					
Essential services	P	P	P	P	
Park-and-ride facility	NP	P	P	P	
Transit center	NP	P	P	P	
Accessory Uses, Buildings, and Structures					
Accessory buildings for storage of domestic or business supplies and equipment	P	P	P	P	Y
Accessibility ramp and other accommodations	P	P	P	P	
Detached garage and off-street parking spaces	P	P	P	P	Y
Drive-through facility	NP	C	C	NP	Y
Gazebo, arbor, patio, play equipment	P	P	P	P	Y
Home occupation	P	NP	NP	P	Y
Renewable energy system	P	P	P	P	Y
Swimming pool, hot tub, spa	P	P	P	P	Y
Telecommunications tower	C	C	C	C	Y
Tennis and other recreational courts	C	C	P	P	Y
Temporary Uses					
Temporary building for construction purposes	P	P	P	P	Y
Sidewalk sales, boutique sales	P	P	P	P	Y

Table 1005-1	NB	CB	RB	CMU	Standards
Portable storage container	P	P	P	P	Y

(Ord. 1405, 2-28-2011)



1700 West Highway 36
Suite 110
Roseville, MN 55113
(651) 223-4999
(651) 223-4987 Fax
www.ebbqlaw.com

Attachment C

James C. Erickson, Sr.
Caroline Bell Beckman
Charles R. Bartholdi
Kari L. Quinn
Mark F. Gaughan
James C. Erickson, Jr.

Robert C. Bell – *of counsel*

TO: Pat Trudgeon
FROM: Charles R. Bartholdi
RE: Wal-Mart Subdivision
Our File No: 1011-00196-7
DATE: July 9, 2012

Here is an updated list of proposed conditions to any approval of the Twin Lakes 2nd Addition Preliminary Plat.

1. Wal-Mart Real Estate Business Trust shall enter into a Development Agreement pertaining to the Plat which is satisfactory to the City.
2. Wal-Mart Real Estate Business Trust shall acquire fee simple title to all of the real property included in the Plat and provide proof that there are no liens, encumbrances or other parties having an interest in the Property at the time the Development Agreement and Plat are recorded or make other arrangements which are satisfactory to the City to assure that title to the property is satisfactory to the City.
3. Wal-Mart Real Estate Business Trust shall either dedicate on the Plat or otherwise convey all roadway, utility, drainage, and other easements required by the City.
4. The access points to enter and exit the Property being platted shall be at locations approved by the City and any other governmental entity having jurisdiction over adjacent roadways.
5. Wal-Mart Real Estate Business Trust shall install subdivision monuments as reasonably required by the Roseville Public Works Department and Ramsey County Surveyor.
6. Wal-Mart Real Estate Business Trust shall pay all unpaid subdivision review escrow fees as detailed in the adopted fee schedule for the City of Roseville prior to the City releasing the Plat for recording.

7. The applicant shall make all submissions and perform all requirements pertaining to final plats set forth in the Roseville City Code including sections 1102.01, 1102.04, 1102.06 and 1102.07.
8. The applicant shall obtain the written certification from the Public Works Director described in Section 1102.06 of the Roseville City Code.
9. The City Council, acting as the Board of Adjustments and Appeals, shall determine whether the proposed use for the property is a permitted use. No building permits shall be issued for any use of the property which is not a permitted use.
10. No building permits shall be issued for any use of the property until the conclusion of the appellate matter captioned as "In the Matter of the Petition for an Environmental Assessment Worksheet for a Proposed Wal-Mart Store in Roseville, Ramsey County, Minnesota" (Writ of Certiorari dated June 21, 2012).

CRB/kmw

TWIN LAKES 2ND ADDITION

KNOW ALL MEN BY THESE PRESENTS: That University Financial Corp., a Minnesota corporation, owner of the following described property situated in the City of Roseville, County of Ramsey, State of Minnesota:

The West 185 feet of Lot 11; and the South 89.69 feet of the West 185 feet of Lot 12, Block B, Twin View, Except that part taken in Final Certificate per Document No. 1698540.

And that Roseville Acquisitions Three, LLC, a Minnesota limited liability company, owner of the following described property situated in the City of Roseville, County of Ramsey, State of Minnesota:

Lots 6, 7, 14 and 15 and the North Half of Lot 13 and the North Half of Lot 8, Block B, Twin View, according to the recorded plat thereof, Ramsey County, Minnesota. Except that part deeded to the City of Roseville per Document No. 1511814, dated June 7, 1960, and also except that part of the Final Certificate, per Document No. 1698540, dated May 17, 1967, and also except that part of (Parcel 2) which lies northerly and westerly of the following described line: Commencing at the intersection of a line drawn parallel with and distant 10.00 feet west of the east lines of Lots 6 and 7, Block B, Twin View, according to said plat on file and of record in the office of the County Recorder, Ramsey County, Minnesota, and the north line of said Lot 6; thence South 01 degrees 12 minutes 09 seconds East, assumed bearing along said lines drawn parallel with and distant 10.00 feet west of the east lines of Lots 6 and 7, 84.35 feet, to the point of beginning of said line to be hereinafter described; thence westerly, 114.74 feet, along a non tangential curve, concave to the north, having a radius of 388.16 feet and a central angle of 16 degrees 56 minutes 12 seconds, the chord of said curve bears South 80 degrees 56 minutes 57 seconds West; thence South 89 degrees 25 minutes 03 seconds West, tangent to the last described curve, 419.04 feet; thence South 36 degrees 22 minutes 37 seconds West, 22.00 feet; thence South 01 degrees 32 minutes 34 seconds East, 193.22 feet; thence South 05 degrees 25 minutes 16 seconds West, 4.05 feet, to the south line of the North Half of Lot 13, said Block B, and said line there terminating.

And that Roseville Properties, a Minnesota general partnership, owner of the following described property situated in the City of Roseville, County of Ramsey, State of Minnesota:

Tract A: Lots 10, 9, and the South Half of Lot 8, except the West 125.0 feet, Block B, Twin View, Ramsey County, Minnesota. Except that part deeded to the City of Roseville per Document No. 1511814, dated June 7, 1960, and also except that part per deed Document No. 1594225.

Tract B: Parts of Lots 9, 10, 11, 12, and the South Half of Lots 8 and 13, Block B, Twin View, Ramsey County, Minnesota, described as follows: The West 125 feet of Lots 9, 10, and the South Half of Lot 8. The East 8 feet of Lots 11, 12 and the South Half of Lot 13. Subject to Right-of-Way County Road C.

Tract C: Lots 11, 12, and the South Half of Lot 13, Block B, Twin View, Ramsey County, Minnesota, except the East 8.0 feet thereof and except the West 185.0 feet of Lot 11 and the South 89.69 feet of the West 185.00 feet of Lot 12, and excepting those parts thereof taken for the widening of County Road "C" and Cleveland Avenue.

And that Roseville Acquisitions, LLC, a Minnesota limited liability company, owner of the following described property situated in the City of Roseville, County of Ramsey, State of Minnesota:

Lots 1, 2, 3, 4 and 5, Block C, Twin View, except the West 10 feet thereof, and all that part of the South 833 feet of the West 1/2 of the Southwest 1/4 of Section 4, Township 29, Range 23, lying East and North of the above described lots, and East of the northerly extension of the East line of said West 10 feet of said lots, and North of County Road "C", except the East 30 feet of the aforescribed part of the Southwest 1/4 and except property conveyed by Deed Document No. 1604588, situate in Ramsey County, Minnesota, and also except that part of (Parcel 8) described as follows:

Beginning at the intersection of a line drawn parallel with and distant 30.00 feet west of the east line of the Southwest Quarter of the Southwest Quarter of Section 4, Township 29, Range 23, Ramsey County, Minnesota, and the north line of the south 833.00 feet of sid Southwest Quarter of the Southwest Quarter; thence South 01 degrees 10 minutes 50 seconds East, assumed bearing along said line drawn parallel with and distant 30.00 feet west of said east line of the Southwest Quarter of the Southwest Quarter, 401.36 feet; thence North 07 degrees 28 minutes 45 seconds West, along a line to be hereinafter referred to as reference line "A", 227.30 feet, and said reference line "A" there terminating; thence North 57 degrees 42 minutes 34 seconds West, along a line to be hereinafter referred to as reference line "B", 88.57 feet, and said reference line "B" there terminating; thence South 83 degrees 51 minutes 35 seconds West, along a line to be hereinafter referred to as reference line "C", 96.54 feet; thence North 89 degrees 06 minutes 18 seconds West, 136.85 feet; thence westerly and southwesterly, 171.52 feet, along a tangential curve, concave to the southeast, having a radius of 275.00 feet and a central angle of 35 degrees 44 minutes 09 seconds, and said reference line "C" there terminating; thence South 30 degrees 14 minutes 26 seconds West, not tangent to the last described line, along a line to be hereinafter referred to as reference line "D", 61.99 feet and said reference line "D" there terminating; thence South 01 degrees 03 minutes 53 seconds East, 121.67 feet; thence South 89 degrees 39 minutes 20 seconds West, 71.08 feet, to the east line of the west 10.00 feet of Lot 2, Block C, Twin View, according to the recorded plat thereof, Ramsey County, Minnesota; thence North 01 degrees 12 minutes 09 seconds West, along the east lines of Lots 1 and 2 said Block C, and its northerly extension thereof, 355.60 feet, to said north line of the south 833.00 feet of the Southwest Quarter of the Southwest Quarter, thence North 89 degrees 24 minutes 36 seconds East, along said north line of the south 833.00 feet of the Southwest Quarter of the Southwest Quarter, 17.62 feet; thence South 25 degrees 40 minutes 30 seconds East, along a line to be hereinafter referred to as reference line "E", 75.96 feet, and said reference line "E" there terminating; thence South 81 degrees 44 minutes 22 seconds East, along a line to be hereinafter referred to as reference line "F", 38.77 feet, and said reference line "F" there terminating; thence easterly, 159.47 feet, along a non-tangential curve, concave to the southeast, having a radius of 401.40 feet and a central angle of 22 degrees 45 minutes 46 seconds; thence North 89 degrees 13 minutes 50 seconds East, tangent to the last described curve 269.18 feet; thence North 59 degrees 04 minutes 33 seconds East, 83.49 feet, to said north line of the south 833.00 feet of the Southwest Quarter of the Southwest Quarter; thence North 89 degrees 24 minutes 36 seconds East, along said north line of the south 833.00 feet of the Southwest Quarter of the Southwest Quarter, 13.37 feet, to the point of beginning.

And also except that part of the South 833 feet of the West Half of the Southwest Quarter of Section 4, Township 29, Range 23, Ramsey County, Minnesota, described as follows: Commencing at the intersection of the northerly extension of the East line of the West 10.00 feet of Lots 1 and 2, Block C, Twin View, according to the recorded plat thereof, Ramsey County, Minnesota, and the North line of the South 833.00 feet of the Southwest Quarter of the Southwest Quarter, Section 4, Township 29, Range 23, Ramsey County, Minnesota; thence North 89 degrees 24 minutes 36 seconds East, along said North line of the South 833.00 feet of the Southwest Quarter of the Southwest Quarter, 17.62 feet, to the point of beginning, thence South 25 degrees 40 minutes 30 seconds East, 75.96 feet; thence South 81 degrees 44 minutes 22 seconds East, 38.77 feet; thence easterly, 159.47 feet, along a non-tangential curve, concave to the Southeast, having a radius of 401.40 feet and a central angle of 22 degrees 45 minutes 46 seconds; thence North 89 degrees 13 minutes 50 seconds East, tangent to the last described curve, 269.18 feet; thence North 59 degrees 04 minutes 33 seconds East, 83.49 feet, to said North line of the South 833.00 feet of the Southwest Quarter of the Southwest Quarter; thence South 89 degrees 24 minutes 36 seconds West, along said North line of the South 833.00 feet of the Southwest Quarter of the Southwest Quarter, 566.96 feet, to the point of beginning.

Have caused the same to be surveyed and platted as TWIN LAKES 2ND ADDITION and do hereby dedicate or donate to the public for public use forever the public ways and the drainage and utility easements as shown on this plat.

In witness whereof said University Financial Corp., a Minnesota corporation, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

Signed: _____ its _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, _____ of University Financial Corp., a Minnesota corporation, on behalf of the corporation.

Notary Public, _____
My Commission Expires _____

In witness whereof said Roseville Acquisitions Three, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

Signed: _____ its _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, _____ of Roseville Acquisitions Three, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public, _____
My Commission Expires _____

In witness whereof said Roseville Properties, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

Signed: _____ its _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, _____ of Roseville Properties, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public, _____
My Commission Expires _____

I, Mark S. Hanson, do hereby certify that I have surveyed or directly supervised the survey of the property described on this plat; prepared this plat or directly supervised the preparation of this plat; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been correctly set; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of the surveyor's certification are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

Mark S. Hanson, Licensed Land Surveyor
Minnesota License No. 15480

STATE OF MINNESOTA
COUNTY OF HENNEPIN

The foregoing Surveyor's Certificate was acknowledged before me this _____ day of _____, 20____ by Mark S. Hanson, a Professional Land Surveyor.

Notary Public, Minnesota
My Commission Expires _____

City of Roseville, Minnesota

We do hereby certify that on the _____ day of _____, 20____, the City Council of the City of Roseville, Minnesota, approved this plat. Also, the conditions of Minnesota Statutes, Section 505.03, Subd. 2, have been fulfilled.

Signed: _____
Mayor

Attest: _____
Manager

Department of Property Records and Revenue

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

_____, Director
Department of Property Records and Revenue

By _____, Deputy

County Surveyor

I hereby certify that this plat complies with the requirements of Minnesota Statutes, Section 505.021, and is approved pursuant to Minnesota Statutes, Section 387A.42, this _____ day of _____, 20____.

Craig W. Hinzman, L.S.
Ramsey County Surveyor

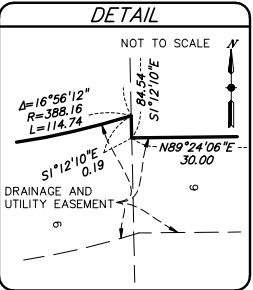
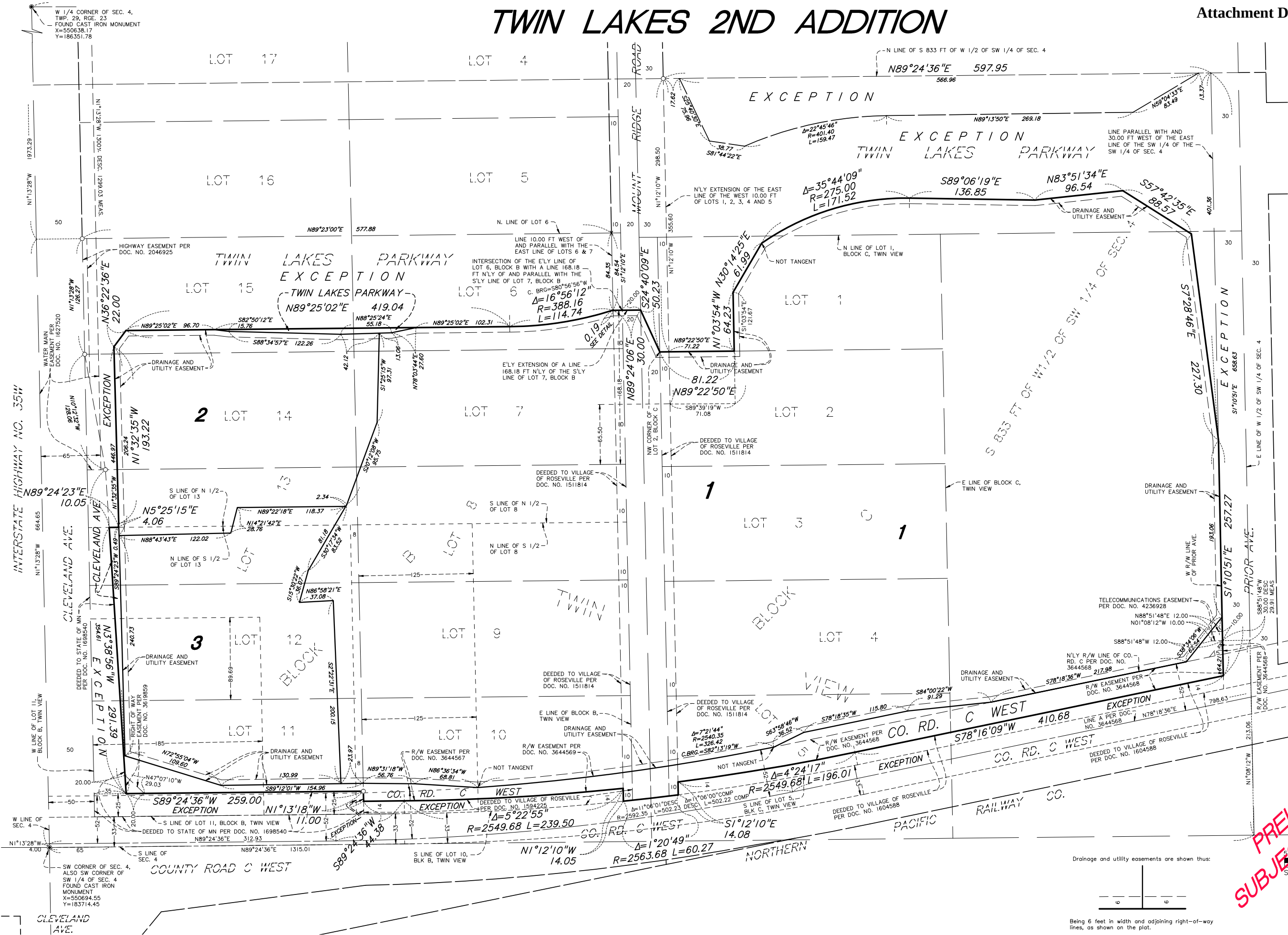
County Recorder, County of Ramsey, State of Minnesota

I hereby certify that this plat of TWIN LAKES 2ND ADDITION was filed in the office of the County Recorder for public record on this _____ day of _____, 20____, at _____ o'clock __M., and was duly filed in Book _____ of Plats, Pages _____, and _____, as Document Number _____.

Deputy County Recorder

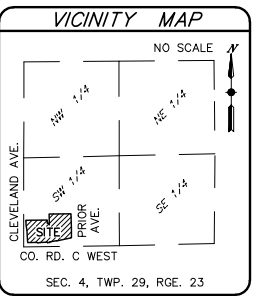
TWIN LAKES 2ND ADDITION

Attachment D



- Denotes 1/2 inch by 14 inch iron pipe monument set and marked by License No. 15480, unless otherwise noted
- Denotes found monument as noted
- ⦿ Denotes found cast iron monument, unless otherwise noted

For the purposes of this plat, the orientation of this bearing system is based upon Ramsey County Coordinates, North American Datum of 1983, 1986 adjustment.



**PRELIMINARY
SUBJECT TO REVISION**

SCALE: 1 INCH = 50 FEET



July 13, 2012

VIA EMAIL AND U.S. MAIL

The Honorable Dan Roe, Mayor of Roseville
and Members of the Roseville City Council
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

Re: Plat of Twin Lakes 2nd Addition – Conditions of Approval

Dear Mayor Roe and Members of the Roseville City Council:

On behalf of Wal-Mart Real Estate Business Trust, we respectfully request that the Roseville City Council reconsider and withdraw condition #11 to the preliminary approval of the Plat of Twin Lakes 2nd Addition that purports to require Wal-Mart to waive its statutory rights under Minn. Stat. § 462.358 subd. 3(c). Wal-Mart does not and cannot be required to waive important rights and protection provided by Minn. Stat. § 462.358 subd. 3(c). Like all other developers who commit resources to develop their property after receiving City approvals in reliance on the fact that the approvals will remain valid, Wal-Mart needs to be assured that following plat approval, any subsequent changes to the City's comprehensive plan or official controls will not impact its development. Wal-Mart cannot be singled out for different treatment. The City does not have the legal authority to unilaterally condition preliminary plat approval on a requirement that an applicant waive important rights provided by Minnesota Statutes. Such a condition is unrelated to any impacts caused by the project, and is an impermissible condition.

We are also concerned about condition #12, which would require Wal-Mart to reimburse the City's costs if there are more than 300 police calls to Wal-Mart per year. While we appreciate the City Council's decision to re-evaluate the program after one year, we are concerned that the condition is too vague to be workable. For example, the condition, as approved by the City, does not define what type of police call would be subject to the requirement. The condition creates other uncertainties, such as how the City's costs would be computed. Please be assured that Wal-Mart wants to address the community's concerns. In place of condition #12 which appears to have the potential to create uncertainty and an administrative burden for all parties, Wal-Mart suggests amending the Development Agreement

Attorneys & Advisors
main 612.492.7000
fax 612.492.7077
www.fredlaw.com

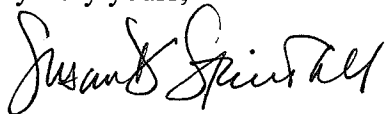
Fredrikson & Byron, P.A.
200 South Sixth Street, Suite 4000
Minneapolis, Minnesota
55402-1425

Honorable Dan Roe
Members of the Roseville City Council
July 13, 2012
Page 2

to ask that Wal-Mart implement reasonable security and safety measures if documented police calls are shown to be excessive, compared to other Roseville stores or retail areas.

Thank you for your consideration.

Very truly yours,



Susan D. Steinwall
Direct Dial: 612.492.7171
Email: ssteinwall@fredlaw.com

SDS/kjm

cc via email: William Malinen
Patrick Trudgeon
Mark Rancone
Mary Kendall
Will Matzek
TR Rose
Mike Sims
Beth Jensen
Jacki Cook-Haxby
Andy Berg
Paula Wagner
David E. Kirkman
Peter Coyle
Mark Gaughan
Charles Bartholdi

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Traffic Impact Analysis

Walmart (Store #3404-05)

Roseville, Minnesota

Prepared for:

Walmart Stores, Inc.
Bentonville, Arkansas

Prepared by:

Kimley-Horn and Associates, Inc.
St. Paul, Minnesota

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July 2011
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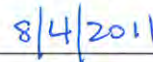
Kimley-Horn and Associates, Inc.
St. Paul, Minnesota

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

By:


Brian R. Smalkoski, P.E.
License No. 47531

Date:

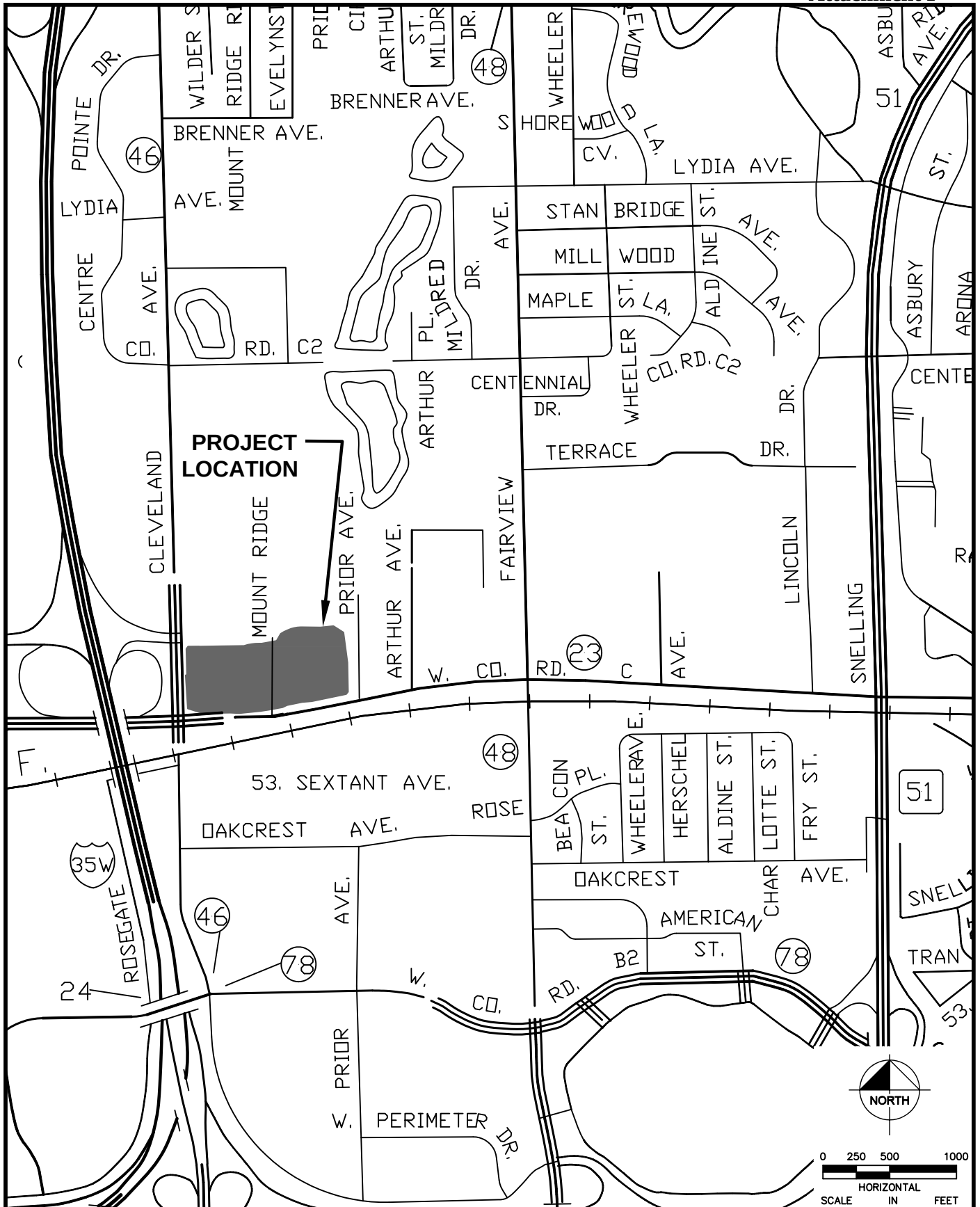


Introduction

Walmart Stores, Inc. is proposing the construction of a new store, number 3404-05, in the northeast quadrant of the intersection of County Road C W, also known as County State Aid Highway (CSAH) 23, and Cleveland Avenue N (CSAH 46) in Roseville, Minnesota (see **Figure 1**). The project is anticipated to be completed by the year 2013, and will include retail and grocery land uses on undeveloped property. In the longer term, two restaurants are proposed for the outlots in the northwest and southwest corners of the site, respectively. The proposed development site plan is shown in **Figure 2**. The purpose of this report is to document the anticipated traffic impacts that the change in land use at the proposed Walmart site will have on the surrounding roadway network intersections.

This traffic impact analysis (TIA) represents a review of traffic impacts of the project, based on land use and site plan information, and is intended to identify the key traffic issues associated with the project. This TIA documents the existing traffic conditions in the vicinity of the site, estimates the traffic anticipated to be generated by the project, distributes and assigns these trips to the adjacent roadway system, and evaluates the traffic operations of key intersections near the site and those providing access to and from the site. In order to have a basis of comparison, a “no-build” analysis was completed for each future scenario that includes the general background growth on the adjacent roadways as well as traffic generated by other possible development adjacent to the project.

Based on the analysis, the TIA evaluates roadway and/or traffic control mitigation measures to accommodate future traffic levels in the system and whether these mitigation measures are triggered by background growth or the proposed project.



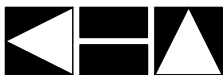
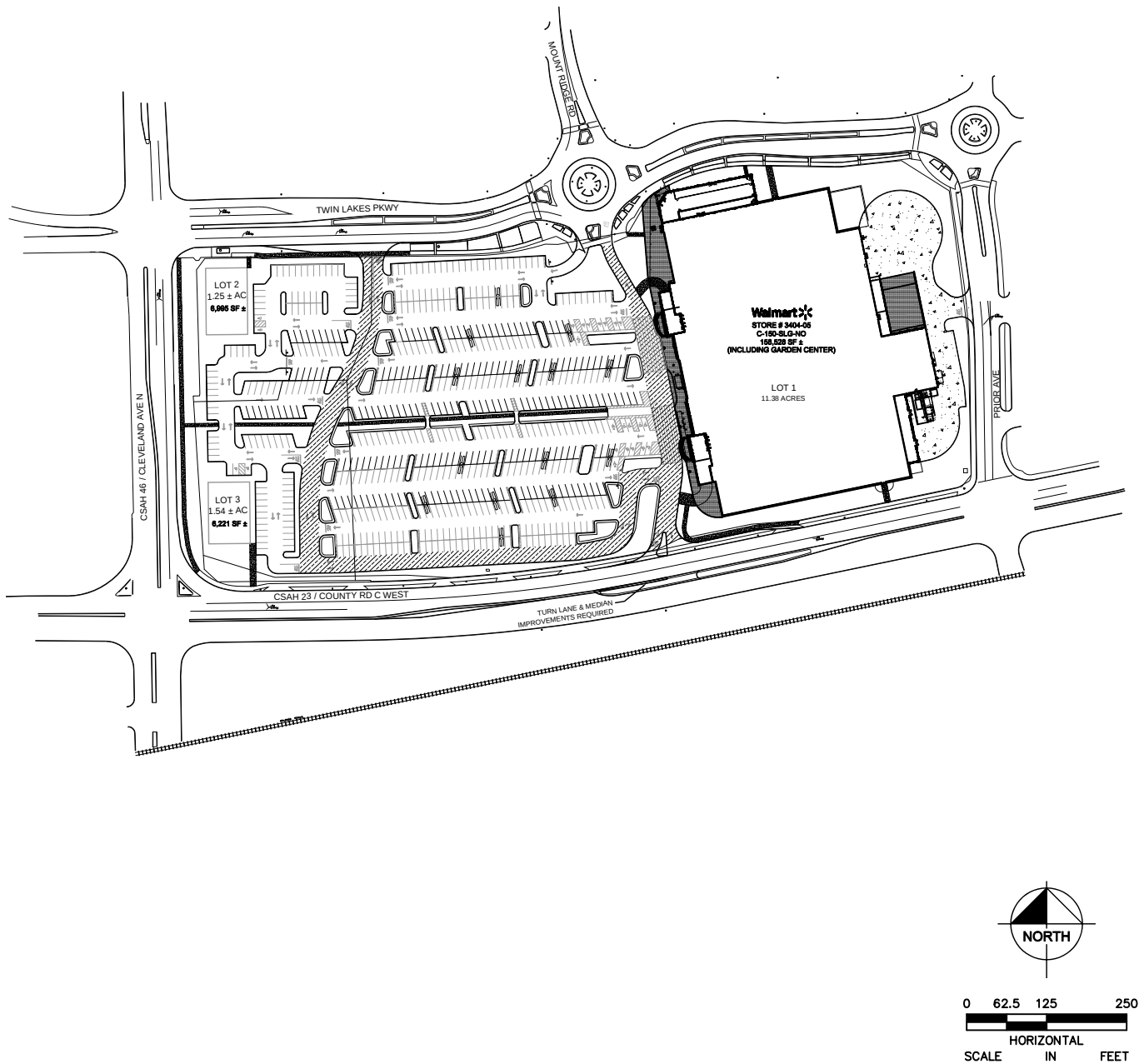
**Kimley-Horn
and Associates, Inc.**

2550 UNIVERSITY AVE. WEST, SUITE 238N
ST. PAUL, MINNESOTA 55114

TEL. NO. (651) 645-4197
FAX. NO. (651) 645-5116

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**FIGURE 1:
PROJECT LOCATION**



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2550 UNIVERSITY AVE. WEST, SUITE 238N
ST. PAUL, MINNESOTA 55114

TEL. NO. (651) 645-4197
FAX. NO. (651) 645-5116

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**FIGURE 2:
SITE PLAN**

Study Area

The project site is bounded by Cleveland Avenue N (CSAH 46) on the west, County Road C W (CSAH 23) on the south, Prior Avenue on the east, and Twin Lakes Parkway on the north. The proposed development will include an up to 160,000 square foot Walmart store, with the addition of two restaurants with bars in the future. The 6,995 square foot and 6,221 square foot restaurants will occupy the northwest and southwest corners of the site, respectively. The site is currently undeveloped and is zoned as Community Mixed Use. The site is in the southwest corner of the Twin Lakes redevelopment area, which consists of mostly industrial or vacant parcels that the City of Roseville has identified to be redeveloped with a mix of multi-family residential, office, and retail. The development of a Walmart Supercenter is permitted with the current zoning. Current nearby land uses are a mix of industrial, residential, retail, and office.

Three access points are proposed for the site, two on Twin Lakes Parkway and one on County Road C W (CSAH 23). As part of the Twin Lakes area redevelopment, Twin Lakes Parkway is planned to be extended to the east to Fairview Avenue N (CSAH 48). An eastbound right-in/right-out access is proposed approximately 300 feet east of Cleveland Avenue N (CSAH 46) on Twin Lakes Parkway. The existing median opening on County Road C W (CSAH 23) between Cleveland Avenue N (CSAH 46) and Prior Avenue is proposed to be moved approximately 150 feet to the east, to provide a $\frac{3}{4}$ access allowing eastbound left turns into the site, while prohibiting southbound left turns out of the site. The south leg of the roundabout at Twin Lakes Parkway and Mount Ridge Road is the only proposed full access serving the site.

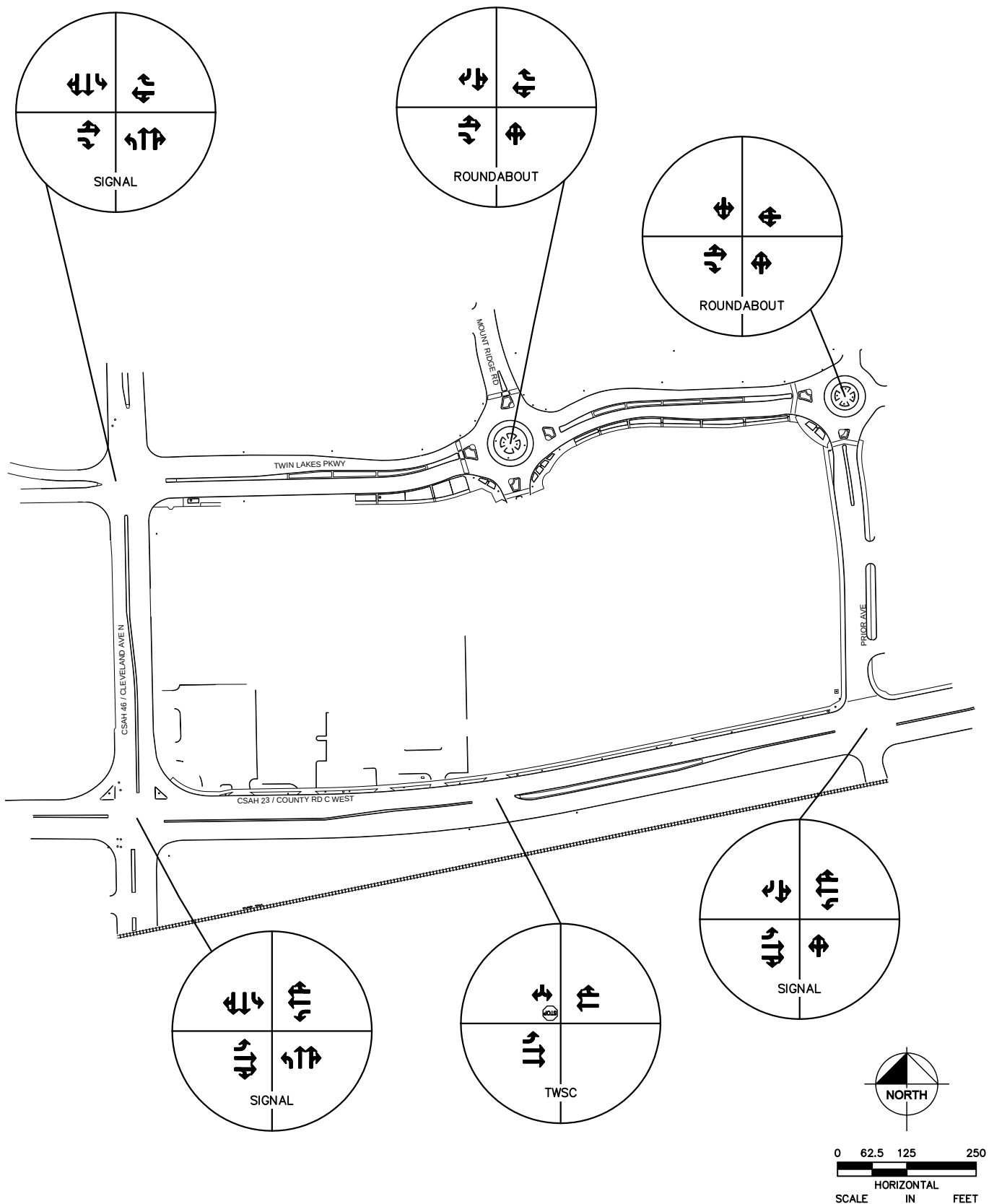
Data Collection

Intersection turning movement counts (TMCs) were collected at the following four locations:

- Cleveland Avenue N (CSAH 46) & I-35W NB Ramps/Twin Lakes Parkway
- Cleveland Avenue N (CSAH 46) & County Road C W (CSAH 23)
- County Road C W (CSAH 23) & Prior Avenue
- Twin Lakes Parkway & Mount Ridge Road

Intersection TMCs were conducted on January 18, 2011 between the hours of 4:00 p.m. and 6:00 p.m. for all four intersections. At the time the traffic counts were conducted, the intersection of Twin Lakes Parkway and Prior Avenue was under construction and not yet open to traffic. The south and east legs of the Twin Lakes Parkway and Mount Ridge Road roundabout were also closed to traffic since they did not provide access to anything.

Figure 3 displays the existing lane geometry and traffic control for the intersections in the study area. **Figure 4** summarizes the existing turning movement volumes for the p.m. peak hour, with volumes balanced along Cleveland Avenue N (CSAH 46) and County Road C W (CSAH 23). See **Appendix A** for the raw turning movement count data.



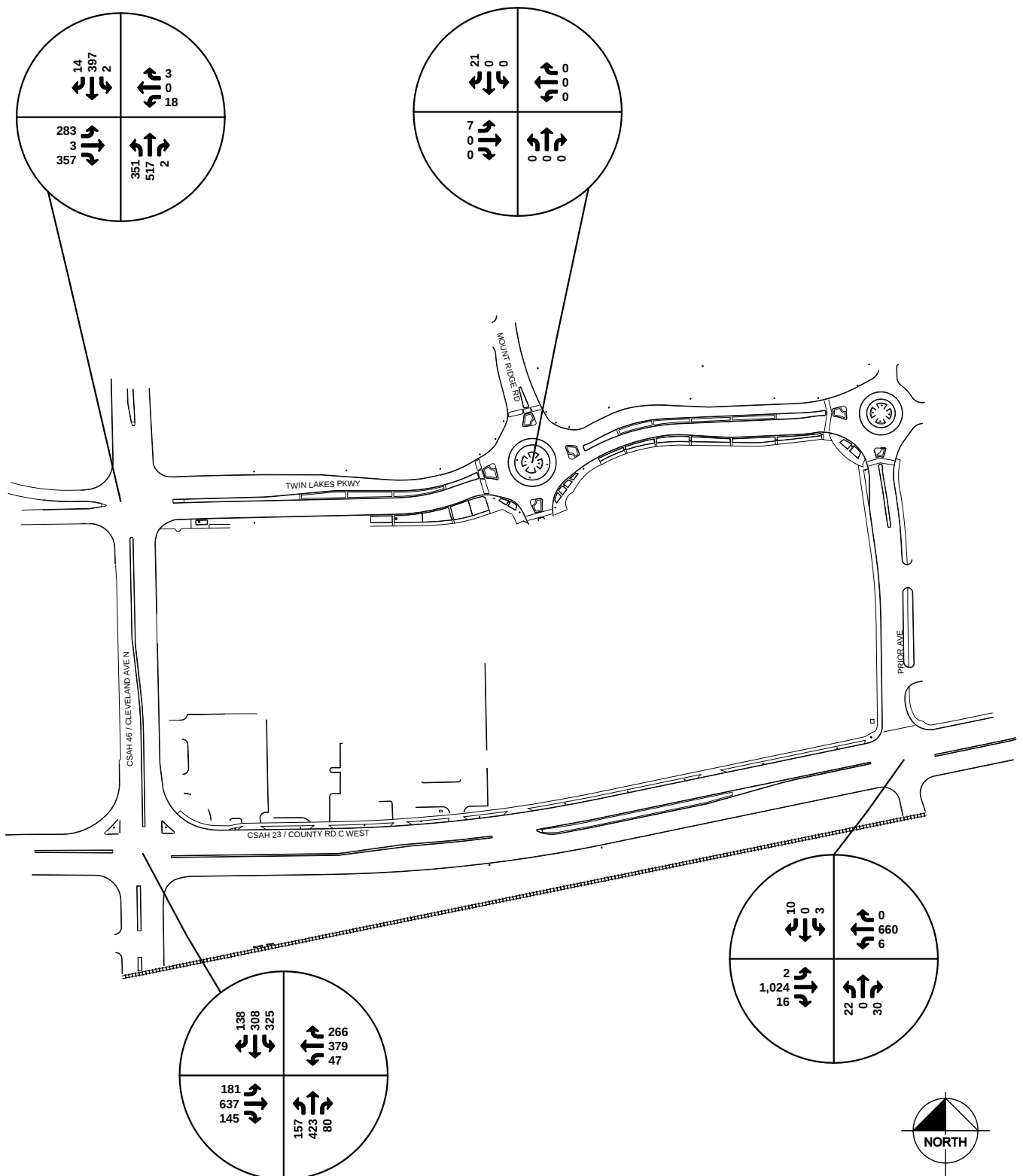
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2550 UNIVERSITY AVE. WEST, SUITE 238N
ST. PAUL, MINNESOTA 55114

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FAX. NO. (651) 645-5116

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**FIGURE 3:
EXISTING LANE
GEOMETRY**



NOTE: INTERSECTION OF TWIN LAKES PKWY AND PRIOR AVE WAS UNDER CONSTRUCTION AND NOT OPEN TO TRAFFIC AT TIME THE TRAFFIC COUNTS WERE COLLECTED.



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FIGURE 4
2011 EXISTING TURNING
MOVEMENT VOLUMES

Trip Generation

The Institute of Transportation Engineers' (ITE) *Trip Generation, 8th Edition*, was used to calculate the anticipated net new external project trips for the proposed development. A 160,000 square foot free-standing discount superstore (land use code 813) was used to determine the number of trips generated by the site. The pass-by trip reduction was determined to be 28 percent and was taken from existing traffic on Cleveland Avenue N (CSAH 46) and County Road C W (CSAH 23).

Existing non-vehicular travel was examined in the TMCs and determined to be negligible; therefore, no reductions were made for transit use or pedestrian travel. The trip generation for the proposed project with adjustments for pass-by trips is shown in **Table 1**. The proposed site is anticipated to generate 531 trips (261 entering, 270 exiting) in the p.m. peak hour.

In the longer term, the two restaurants on the outparcels on the west side of the site were also assumed to be in operation. Land use code 932, representing high-turnover (sit-down) restaurants, was used for both outparcels. An internal capture rate of 20 percent between the two restaurants and Walmart was assumed based on the Institute of Transportation Engineers' (ITE) *Trip Generation Handbook, 2nd Edition*. As the smaller trip generator, the restaurants were the limiting factor in determination of total internal trips, with a total of 29. Pass-by was then applied to the remaining external trips, at a rate of 28 percent for the Walmart and 43 percent for the restaurants. In total, the three parcels are expected to generate 577 external trips (292 entering, 285 exiting) in the p.m. peak hour. Trip generation for the Walmart store and two outparcels for 2030 analysis is shown in **Table 2**.



Table 1. Trip Generation for PM Peak Hour

Land Use #	Land Use Description	Size	Units	Formula	Total Trips	Enter	Exit	Pass-by			Net New External Trips		
								% Pass-by	Total Pass-by Trips	Pass-by Trips Exit	Total	Enter	Exit
813	Free-Standing Discount Superstore	160,000	KSF	$T = 4.61 * (X)$	738	362	376	28%	207	101	531	261	270

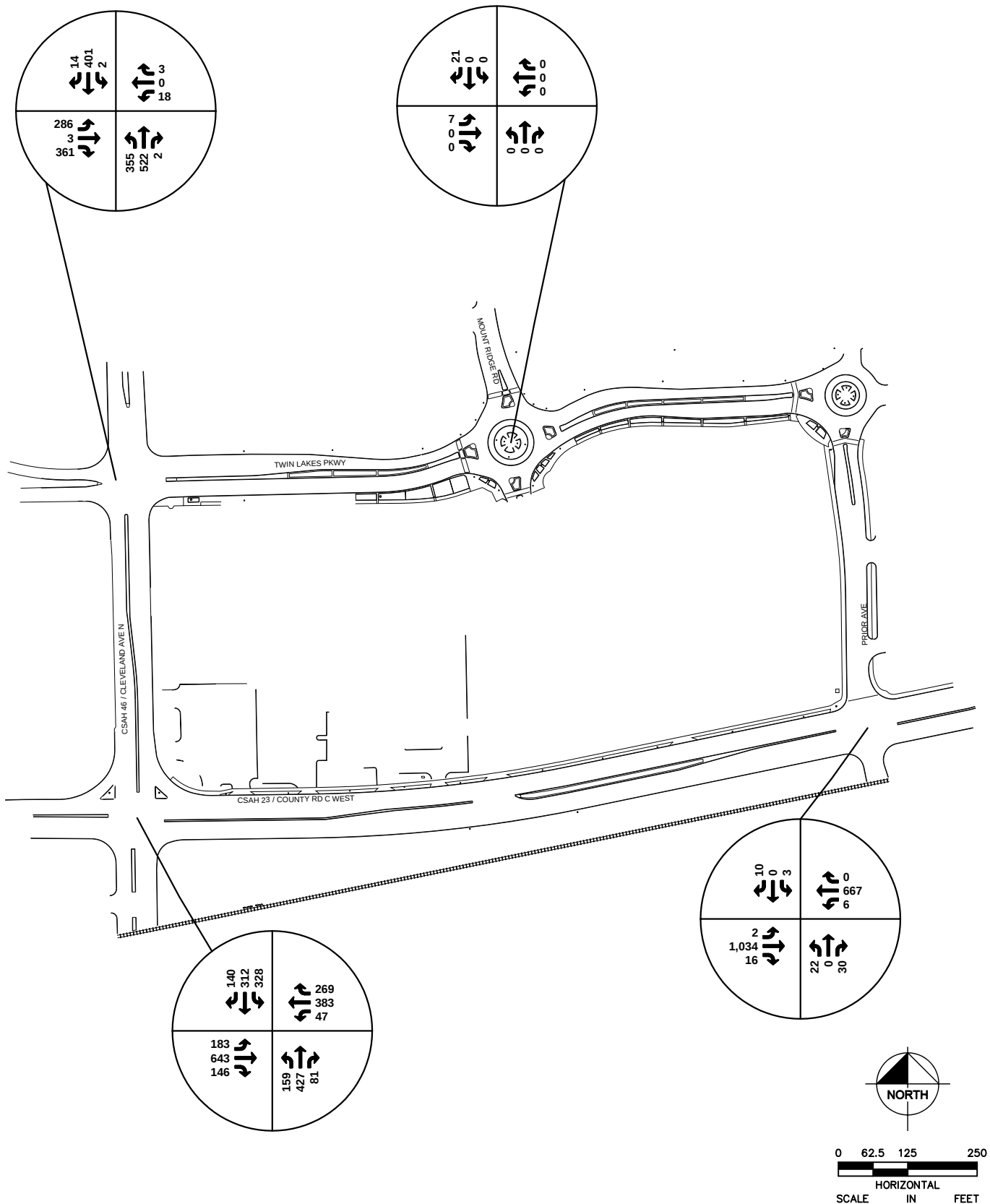
Table 2. Trip Generation with Outlots for PM Peak Hour

Land Use #	Land Use Description	Size	Units	Formula	Total Trips	Enter	Exit	Internal Capture			Total External Trips	Pass-by			Net New External Trips			
								% Internal	Total Internal Trips	Internal Enter		Internal Exit	% Pass-by	Total Pass-by Trips	Pass-by Enter	Pass-by Exit	Total	Enter
813	Free-Standing Discount Superstore	160,000	KSF	$T = 4.61 \times (X)$	738	362	376	20%	29	12	17	28%	199	98	101	510	252	258
932	High-Turnover (Sit-Down) Restaurant	6,995	KSF	$T = 11.15 \times (X)$	78	46	32	20%	15	9	6	43%	27	16	11	36	21	15
932	High-Turnover (Sit-Down) Restaurant	6,221	KSF	$T = 11.15 \times (X)$	69	41	28	20%	14	8	6	43%	24	14	10	31	19	12

Future Traffic Projections

The Walmart store is expected to open in 2013. Linear growth of 0.5 percent per year was applied to the TMCs to obtain background traffic volumes for the year 2013. This growth is based on historical annual average daily traffic (AADT) in the area which actually showed a decline over the last decade, so a minimum rate of 0.5 percent was used. The 2013 no build peak hour traffic volumes are shown in **Figure 5**.

A long term future analysis was also completed for the year 2030. Traffic volumes for 2030 were calculated from the volume data available in the *Twin Lakes AUAR Update Technical Memorandum – Traffic, Air and Noise Analysis* and the *Infrastructure Improvements for the Twin Lakes AUAR Area Final Report*. Trips generated by the site, as calculated in those documents, were subtracted from the 2030 turning movement volume forecasts from the study. The results were used as the 2030 no build peak hour traffic volumes, shown in **Figure 6**.



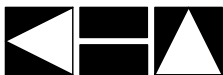
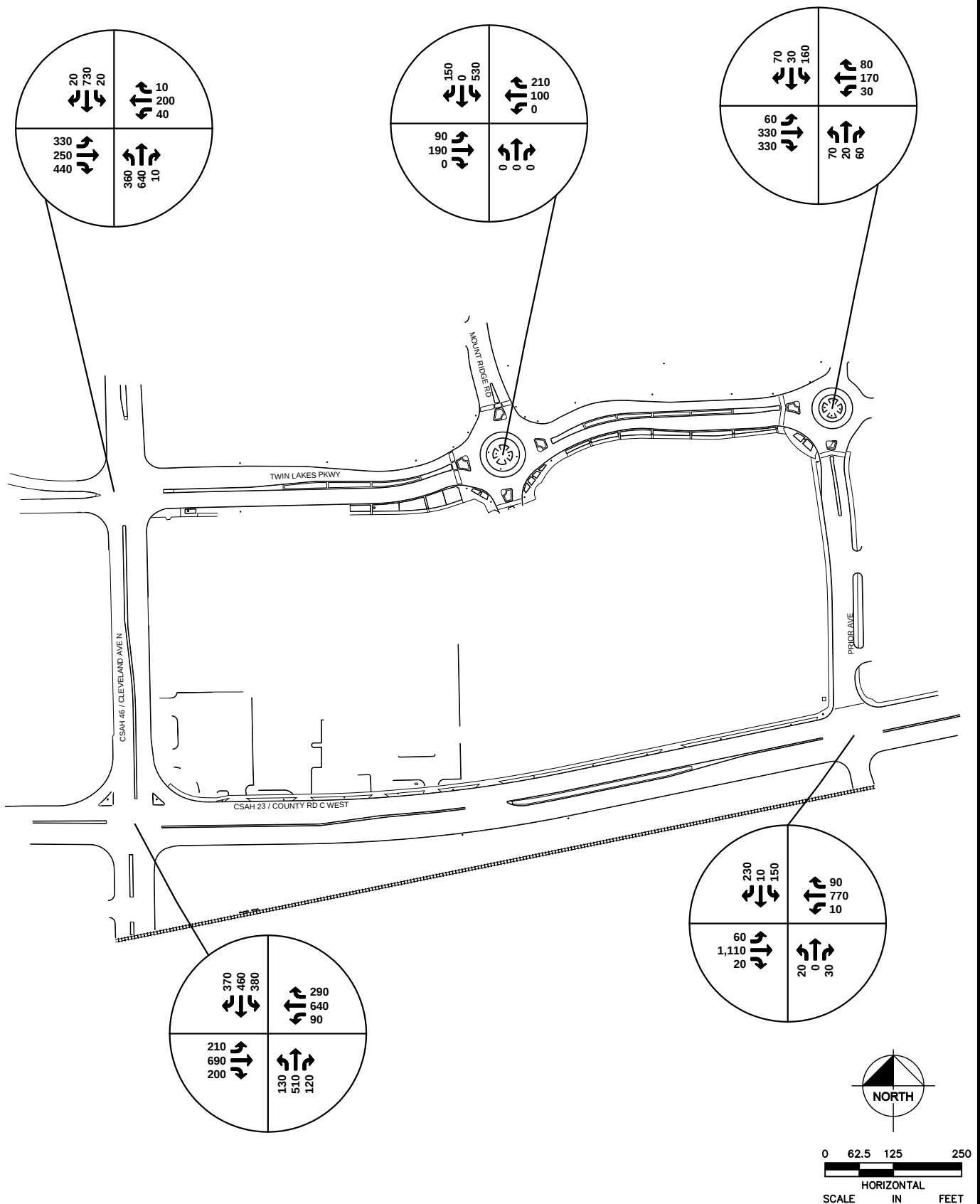
**Kimley-Horn
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2550 UNIVERSITY AVE. WEST, SUITE 238N
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FIGURE 5
2013 NO BUILD TURNING
MOVEMENT VOLUMES



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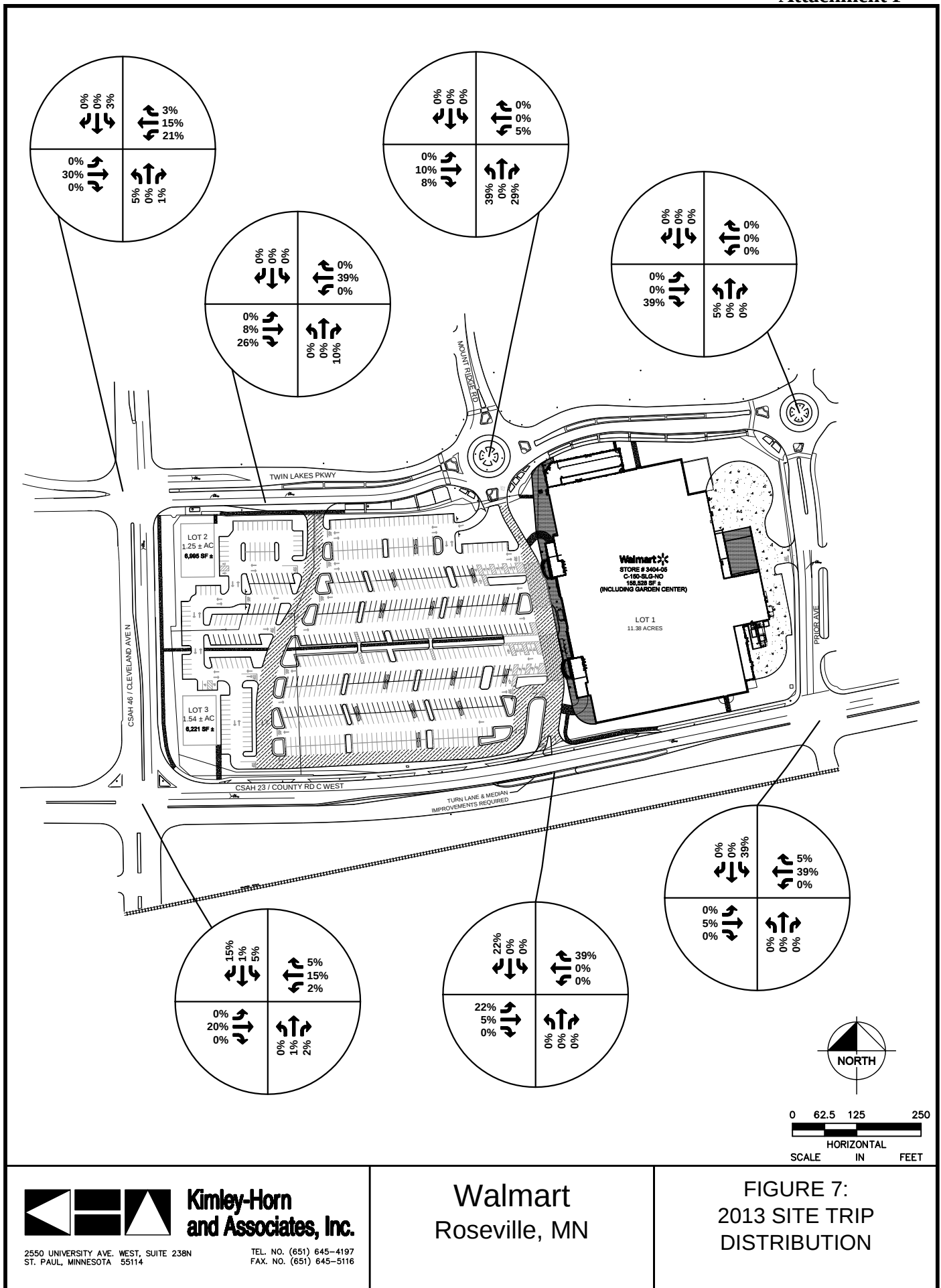
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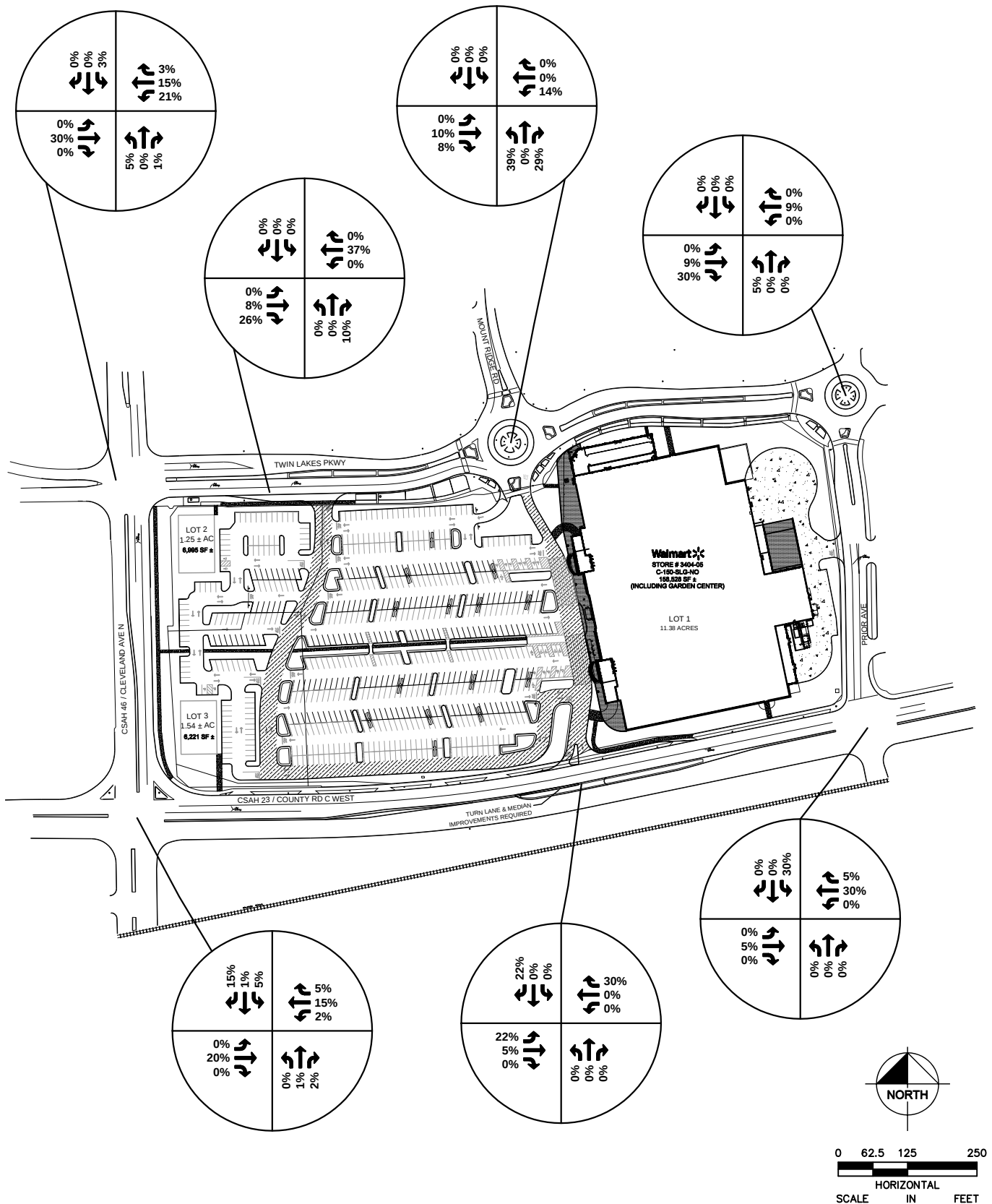
FIGURE 6
2030 NO BUILD TURNING
MOVEMENT VOLUMES

Project Trip Distribution

The project trip distribution is based on a selected zone analysis from the Metropolitan Council travel demand model and existing traffic patterns. As the Twin Lakes area is redeveloped, Twin Lakes Parkway is expected to be extended to the east to provide an additional east-west connection between Cleveland Avenue N (CSAH 46) and Fairview Avenue N (CSAH 48). Slight differences in the project trip distribution for 2013 and 2030 are due to this network change, and are shown in **Figures 7 and 8**, respectively.

Estimated project trips, shown in **Figures 9 and 10**, were added to 2013 and 2030 no build traffic conditions, along with corrections for pass-by trips, as shown in **Figures 11 and 12**. The final traffic estimates for the build condition are shown in **Figures 13 and 14** for 2013 and 2030, respectively. To reflect the uncertainty in longer range estimates and forecasts, the 2030 volumes are rounded to the nearest 10.





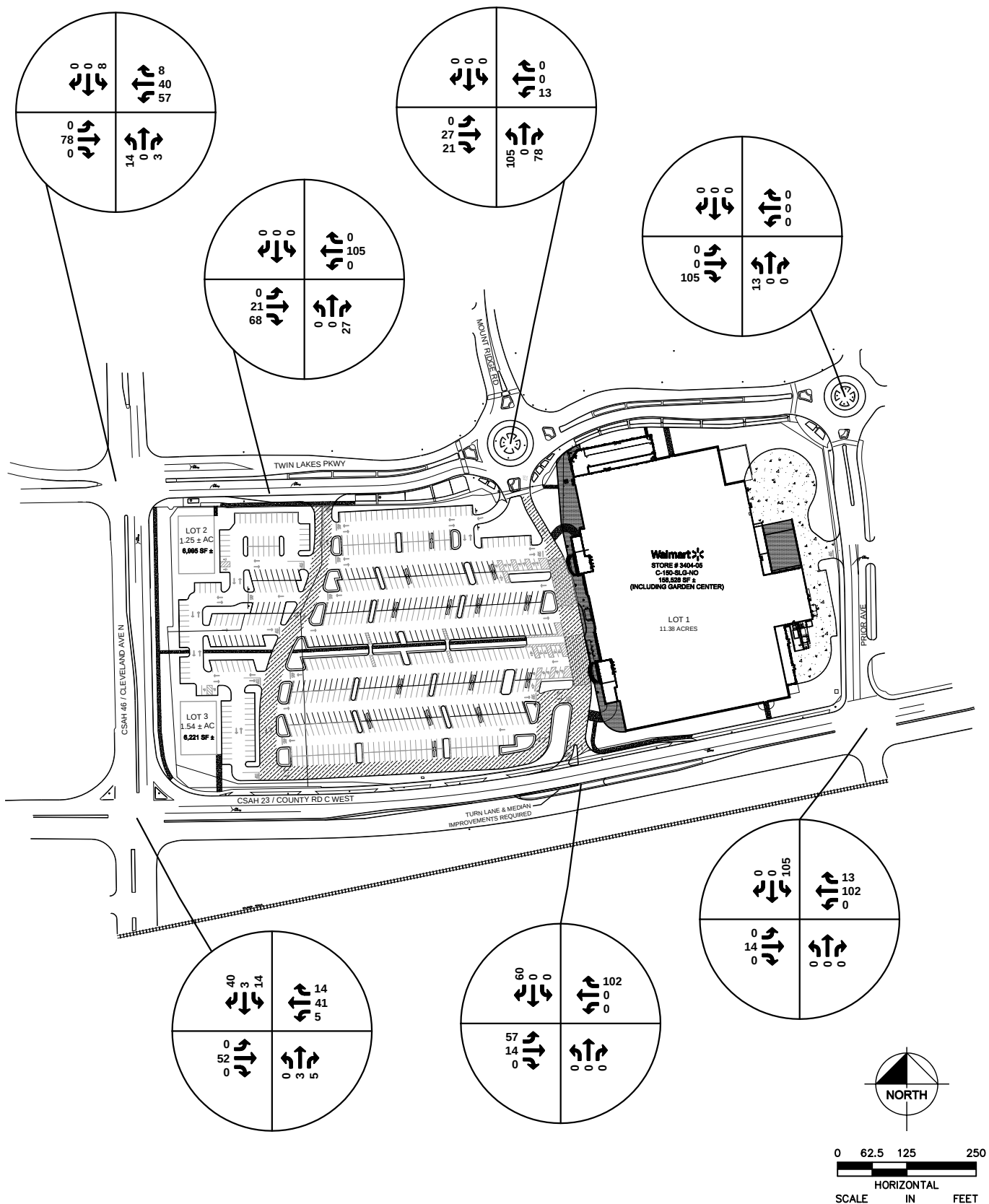
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FIGURE 8:
2030 SITE TRIP
DISTRIBUTION



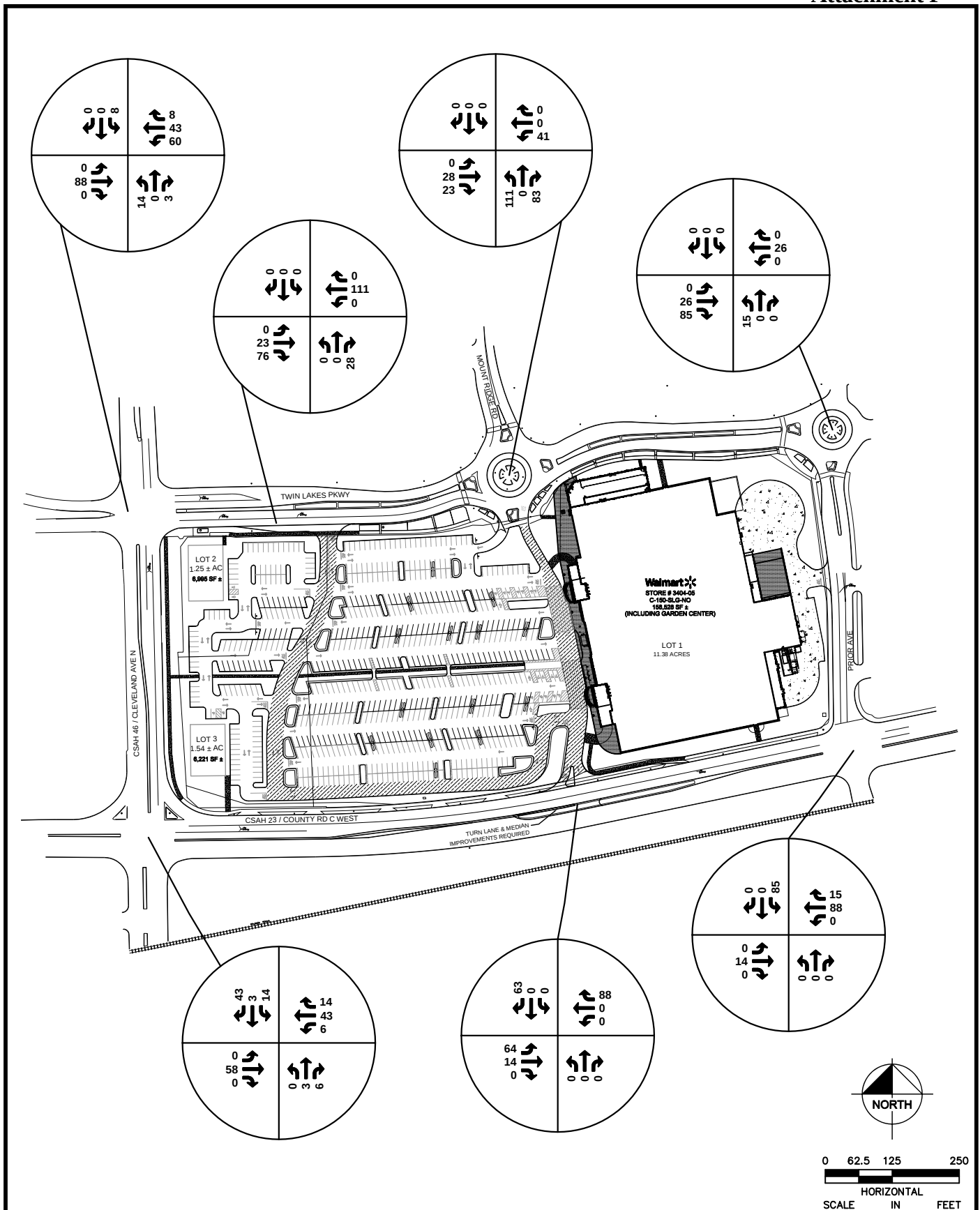
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**FIGURE 9:
2013 PROJECT
TRAFFIC VOLUMES**



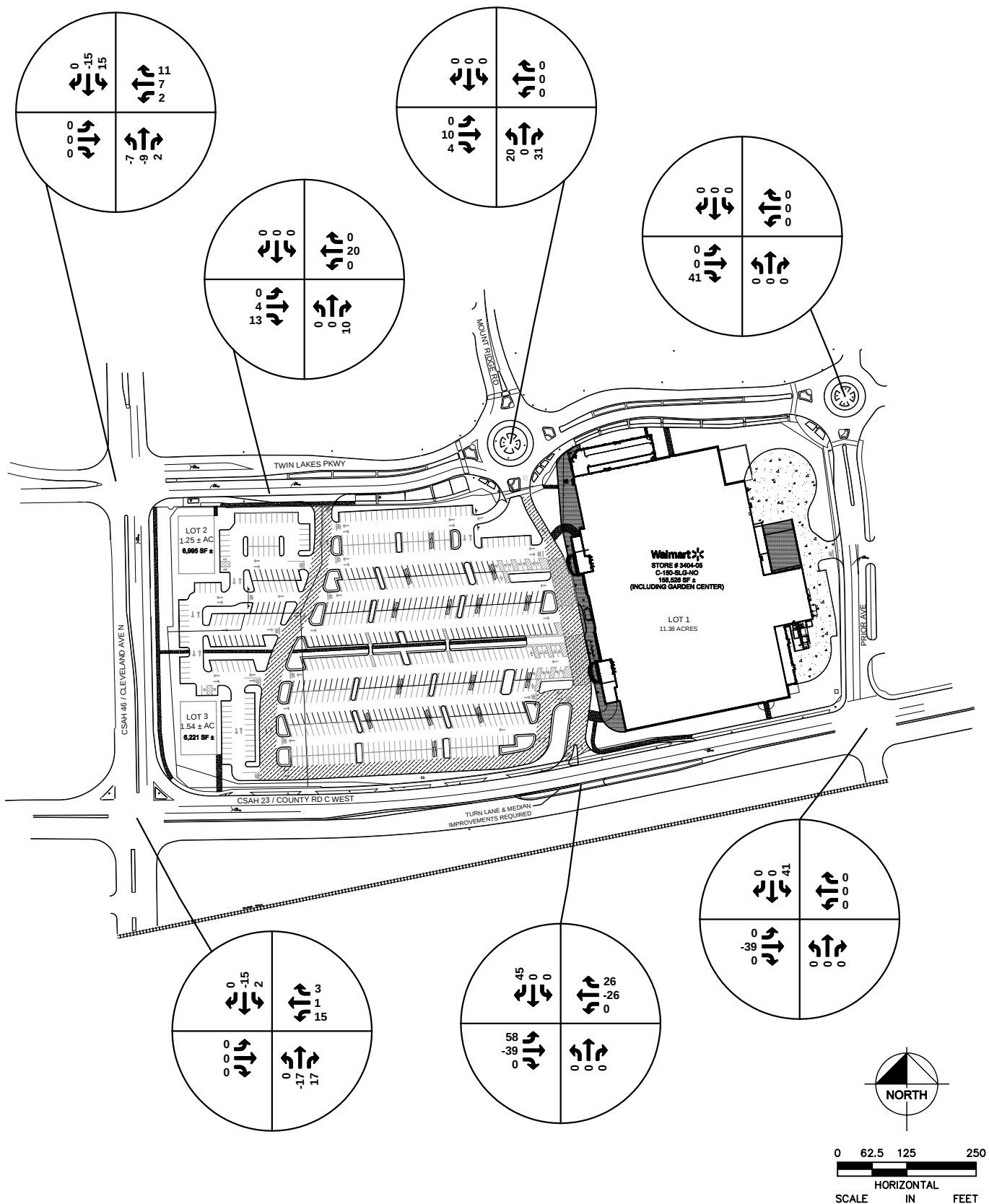
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**FIGURE 10:
2030 PROJECT
TRAFFIC VOLUMES**



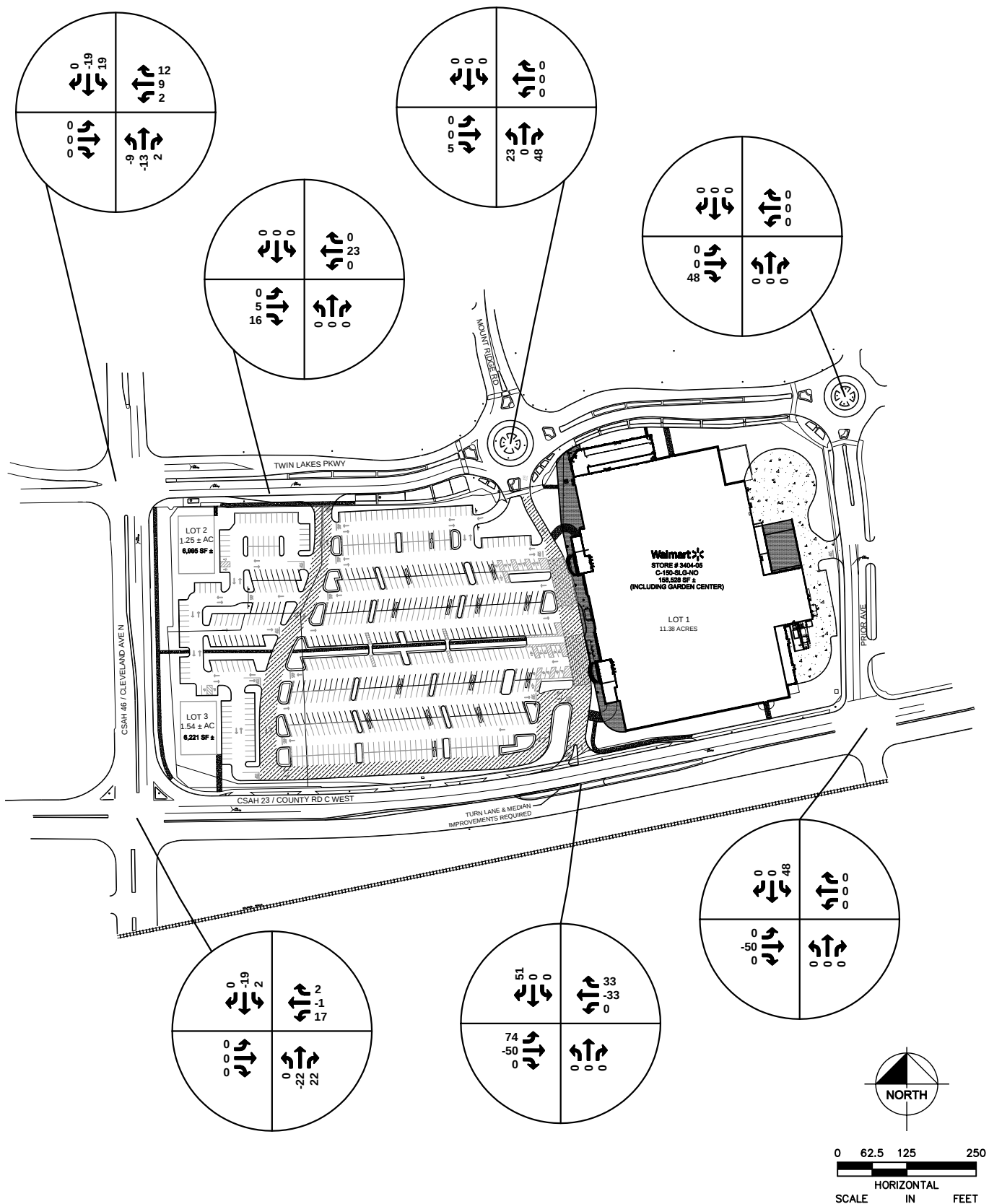
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FIGURE 11:
2013 PASS-BY
TRAFFIC VOLUMES



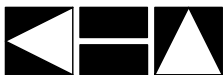
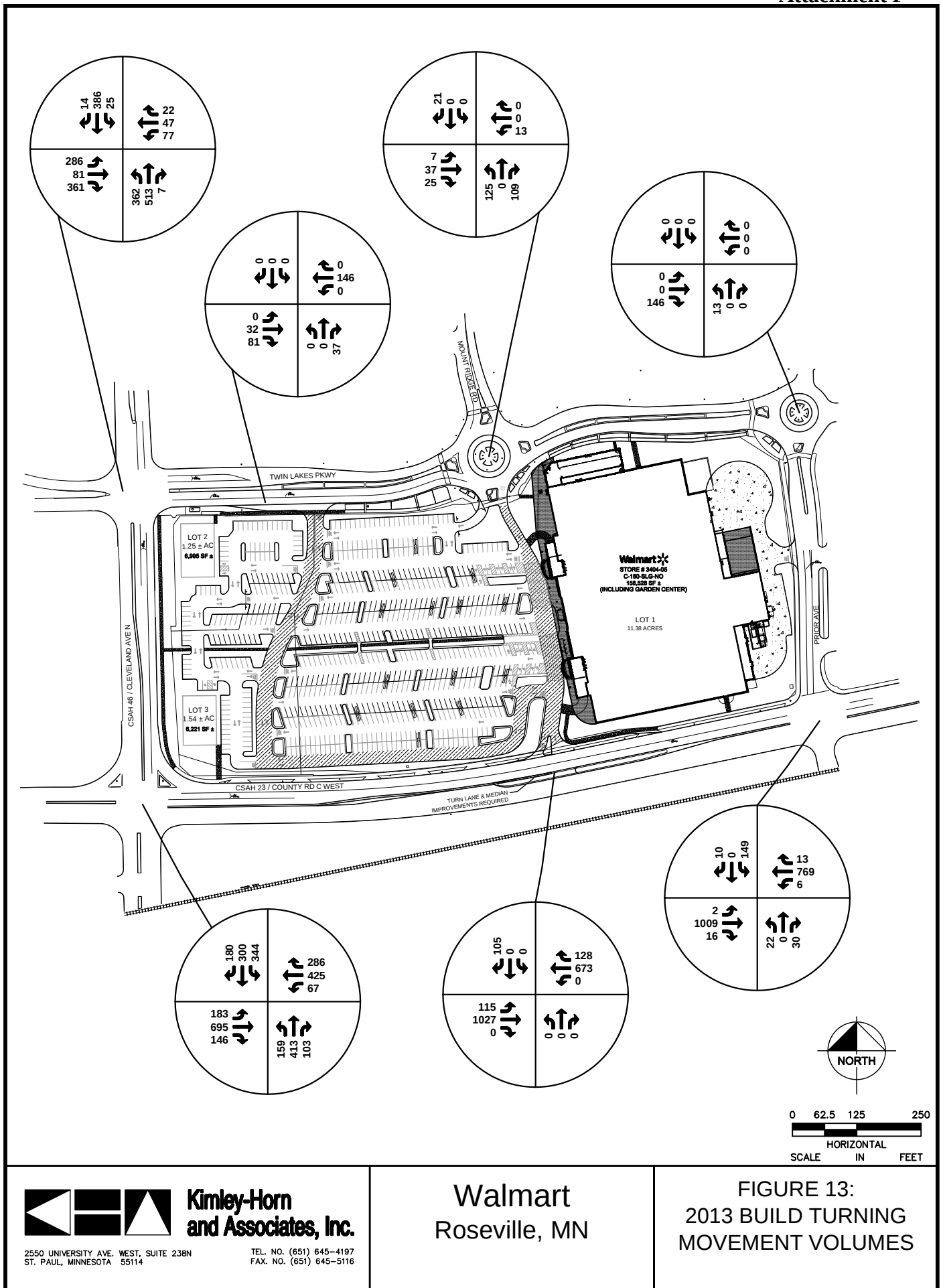
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FIGURE 12:
2030 PASS-BY
TRAFFIC VOLUMES



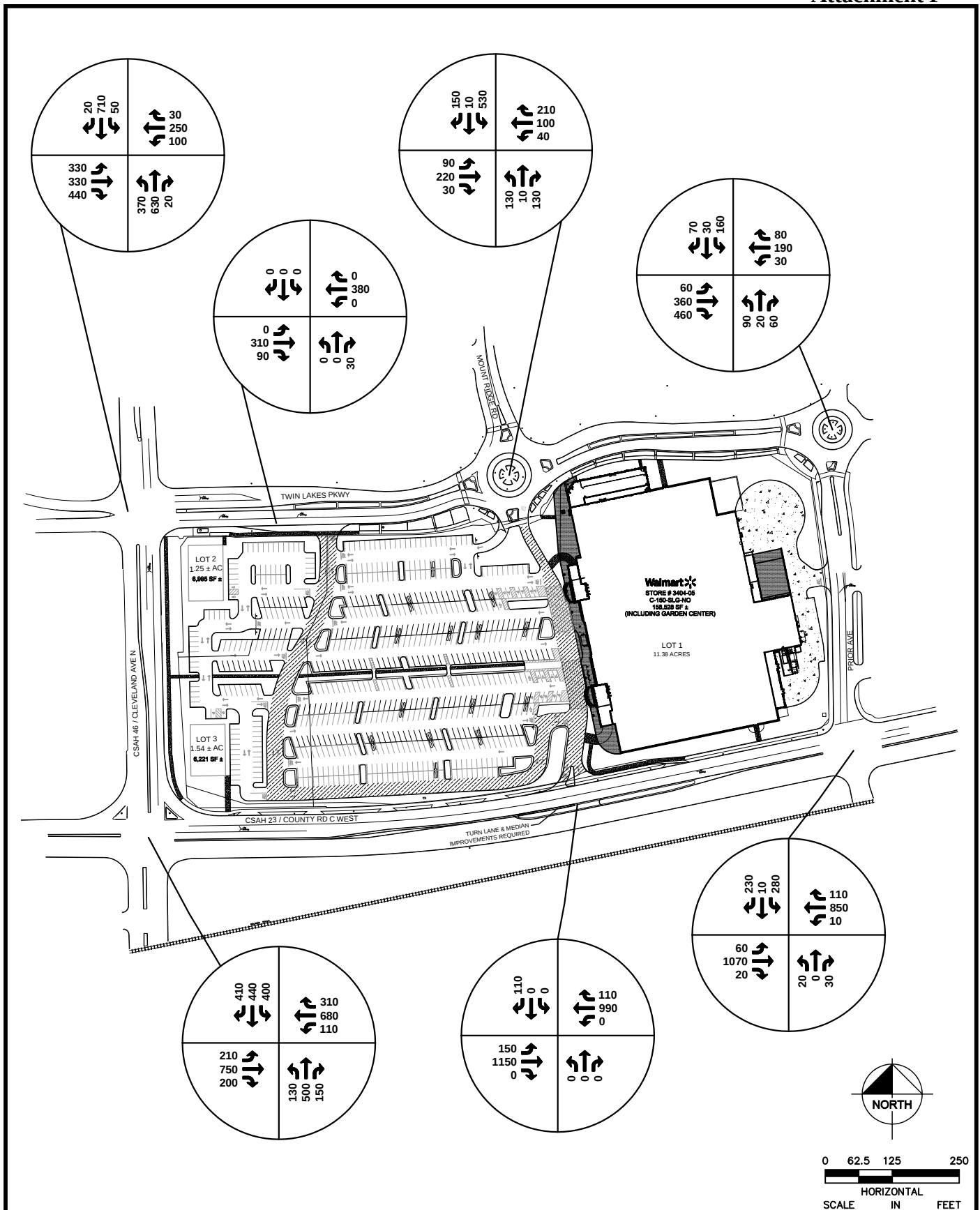
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FIGURE 13:
2013 BUILD TURNING
MOVEMENT VOLUMES



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FIGURE 14:
2030 BUILD TURNING
MOVEMENT VOLUMES

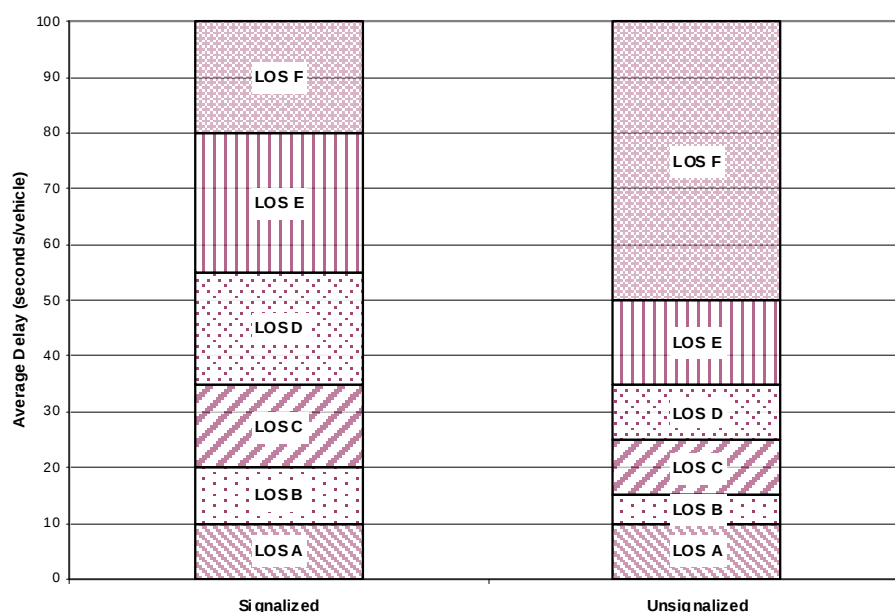
Level of Service Analyses

Intersection level of service (LOS) analyses were performed for each of the intersections within the study area using the signalized analysis methodology found in the *Highway Capacity Manual (HCM)* and Trafficware's Synchro/SimTraffic version 7. Each intersection was analyzed for p.m. peak hours for the following scenarios:

- 2011 existing traffic conditions
- 2013 no build (without project trips) conditions
- 2013 build (with project trips added) conditions
- 2030 no build (without project trips) conditions
- 2030 build (with project trips added) conditions

One of the primary measures of effectiveness used to evaluate intersection traffic operations, as defined in the HCM, is level of service (LOS)—a qualitative letter grade (A through F) based on seconds of vehicle delay due to the traffic control device at an intersection. By definition, LOS A conditions represent high-quality operations (i.e., motorists experience very little delay or interference) and LOS F conditions represent very poor operations (i.e., extreme delay or severe congestion). This study used the LOS D/E boundary as an indicator of satisfactory traffic operations. **Figure 15** displays the LOS thresholds for signalized and unsignalized intersections.

Figure 15. Highway Capacity Manual Level of Service Criteria.



It was assumed that for the future scenarios an intersection with unsatisfactory operations should be addressed through signal timing modifications, or if that was not possible, through implementation of an intersection or roadway improvement.

In order to determine the impacts of the project on the transportation network, a traffic operations analysis was performed on the internal and surrounding roadway network. The analysis process included determining level of service and queue lengths at each of the study intersections for existing, no build, and build conditions. Supporting SimTraffic reports are included in **Appendix B**. For each scenario, five one-hour simulations were conducted in SimTraffic.

In each of the following sections, a description of potentially unsatisfactory operational characteristics is summarized for each scenario modeled. For each scenario, a table is included where the intersection level of service and delay is summarized. The SimTraffic reports were reviewed to identify individual movements that experience unsatisfactory level of service and delay or queues that are anticipated to block the adjacent lane. Only in instances where an individual movement experiences an unsatisfactory measure of effectiveness will the movement information be summarized.

2011 Existing Operations

Tables 3 and **4** provide 2011 LOS and queuing results, respectively. All intersections operate at LOS C or better during the p.m. peak period. A total of three movements operate at LOS E or F:

- Cleveland Avenue N (CSAH 46) & Twin Lakes Parkway eastbound through: average delay 99 seconds of per vehicle, LOS F. There are only 3 vehicles making this movement in the peak hour. This is a result of the long cycle length (120 seconds) and random arrivals, and does not represent an operational deficiency.
- Cleveland Avenue N (CSAH 46) & County Road C W (CSAH 23) southbound left: average delay of 75 seconds per vehicle, LOS E. This is a very heavy movement in the p.m. peak hour, with 325 vehicles making this left turn, many of which come from the I-35W northbound exit ramp 550 feet to the north. The 95th percentile queue is 364 feet, compared to a turn lane length of 200 feet. The southbound left turn queue often spills out of the turn lane and blocks traffic in the adjacent through lane.
- County Road C W (CSAH 23) & Prior Avenue southbound left: average delay of 56 seconds per vehicle, LOS E. This movement has only 3 vehicles making this turn and the delay does not represent an operational deficiency.

Aside from the southbound left turn queue at Cleveland Avenue N (CSAH 46) and County Road C W (CSAH 23), no other queues spill out of the turn lane. However, several turn lanes do get blocked by the queues in the adjacent through lanes:

- Cleveland Avenue N (CSAH 46) & Twin Lakes Parkway southbound left
- Cleveland Avenue N (CSAH 46) & Twin Lakes Parkway eastbound right
- Cleveland Avenue N (CSAH 46) & County Road C W (CSAH 23) northbound left
- Cleveland Avenue N (CSAH 46) & County Road C W (CSAH 23) southbound left
- Cleveland Avenue N (CSAH 46) & County Road C W (CSAH 23) eastbound left

Table 3. Existing (2011) LOS Results.

Intersection	Control	Approach	Operations by Movement										Overall Intersection	
			Left			Through			Right					
			Volume	Delay (sec/veh)	LOS	Volume	Delay (sec/veh)	LOS	Volume	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)
Cleveland Ave N (CSAH 46) & Twin Lakes Pkwy	Signal	NB	351	18	B	528	10	A	2	5	A	20	B	
		SB	2	19	B	397	23	C	14	16	B			
		EB	283	43	D	3	99	F	357	15	B			
		WB	18	39	D	0	0	A	3	4	A			
Cleveland Ave N (CSAH 46) & County Rd C W (CSAH 23)	Signal	NB	157	35	D	423	46	D	80	37	D	34	C	
		SB	325	75	E	328	40	D	138	10	A			
		EB	181	32	C	637	25	C	145	21	C			
		WB	47	25	C	380	29	C	266	9	A			
County Rd C W (CSAH 23) & Prior Ave	Signal	NB	22	54	D	0	0	A	30	17	B	4	A	
		SB	3	56	E	0	0	A	10	4	A			
		EB	2	5	A	1044	4	A	16	5	A			
		WB	6	15	B	660	1	A	0	0	A			
Twin Lakes Pkwy & Mount Ridge Rd	Roundabout	NB	NA	NA	NA	NA	NA	NA	NA	NA	NA	6	A	
		SB	NA	NA	NA	NA	NA	NA	21	6	A			
		EB	7	3	A	NA	NA	NA	NA	NA	NA			
		WB	NA	NA	NA	NA	NA	NA	NA	NA	NA			

Table 4. Existing (2011) 95th Percentile Queue Lengths.

Intersection	Control	Movement	Storage Length (ft)	Taper Length (ft)	95% Queue Length (ft)	
					Turn Lane	Adjacent Thru Lane
Cleveland Ave N (CSAH 46) & Twin Lakes Pkwy	Signal	NBL	175	125	189	117
		SBL	75	50	7	168
		EBR	200	100	184	308
		WBR	250	125	13	46
Cleveland Ave N (CSAH 46) & County Rd C W (CSAH 23)	Signal	NBL	200	100	168	260
		SBL	200	125	364	458
		EBL	150	125	178	287
		WBL	275	125	63	195
County Rd C W (CSAH 23) & Prior Ave	Signal	EBL	150	125	7	56
		WBL	125	100	16	59
Twin Lakes Pkwy & Mount Ridge Rd	Roundabout	SBR	75	75	0	0

2013 No Build Operations

Tables 5 and 6 provide 2013 no build LOS and queuing results, respectively. Signal timings were optimized for 2013 no build operations. Because of the high volumes at the signalized intersections, operations can be very sensitive to changes in volume. In the p.m. peak hour, with signal timings optimized, all intersections are expected to operate at LOS C or better, and all individual movements are expected to operate at LOS D or better. The 95th percentile queue (339 feet) for the southbound left turn at Cleveland Avenue N (CSAH 46) and County Road C W (CSAH 23) extends beyond the length of the turn lane (200 feet) and is expected to block the adjacent through lane, as does the northbound left turn queue at Cleveland Avenue N (CSAH 46) and Twin Lakes Parkway (240-foot 95th percentile queue compared to a 175-foot turn lane). As in the existing conditions, the following turn lanes are blocked by the 95th percentile queues in the adjacent through lanes:

- Cleveland Avenue N (CSAH 46) & Twin Lakes Parkway southbound left
- Cleveland Avenue N (CSAH 46) & Twin Lakes Parkway eastbound right
- Cleveland Avenue N (CSAH 46) & County Road C W (CSAH 23) northbound left
- Cleveland Avenue N (CSAH 46) & County Road C W (CSAH 23) southbound left
- Cleveland Avenue N (CSAH 46) & County Road C W (CSAH 23) eastbound left



Table 5. 2013 No Build LOS Results.

Intersection	Control	Approach	Operations by Movement										Overall Intersection	
			Left			Through			Right					
			Volume	Delay (sec/veh)	LOS	Volume	Delay (sec/veh)	LOS	Volume	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)
Cleveland Ave N (CSAH 46) & Twin Lakes Pkwy	Signal	NB	355	18	B	522	11	B	2	12	B	20	C	
		SB	2	18	B	401	24	C	14	13	B			
		EB	286	44	D	3	38	D	361	13	B			
		WB	18	35	D	0	0	A	3	3	A			
Cleveland Ave N (CSAH 46) & County Rd C W (CSAH 23)	Signal	NB	159	35	C	427	49	D	81	35	D	31	C	
		SB	328	42	D	312	28	C	140	8	A			
		EB	183	34	C	643	28	C	146	23	C			
		WB	47	26	C	383	34	C	269	10	B			
County Rd C W (CSAH 23) & Prior Ave	Signal	NB	22	48	D	0	0	A	30	11	B	3	A	
		SB	3	53	D	0	0	A	10	3	A			
		EB	2	4	A	1034	2	A	16	1	A			
		WB	6	13	B	667	2	A	0	0	A			
Twin Lakes Pkwy & Mount Ridge Rd	Roundabout	NB	NA	NA	NA	NA	NA	NA	NA	NA	NA	2	A	
		SB	NA	NA	NA	NA	NA	NA	21	2	A			
		EB	7	2	A	NA	NA	NA	NA	NA	NA			
		WB	NA	NA	NA	NA	NA	NA	NA	NA	NA			

Table 6. 2013 No Build 95th Percentile Queue Lengths.

Intersection	Control	Movement	Storage Length (ft)	Taper Length (ft)	95% Queue Length (ft)	
					Turn Lane	Adjacent Thru Lane
Cleveland Ave N (CSAH 46) & Twin Lakes Pkwy	Signal	NBL	175	125	240	173
		SBL	75	50	8	178
		EBR	200	100	190	306
		WBR	250	125	12	47
Cleveland Ave N (CSAH 46) & County Rd C W (CSAH 23)	Signal	NBL	200	100	167	272
		SBL	200	125	339	340
		EBL	150	125	191	293
		WBL	275	125	60	214
County Rd C W (CSAH 23) & Prior Ave	Signal	EBL	150	125	11	56
		WBL	125	100	17	63
Twin Lakes Pkwy & Mount Ridge Rd	Roundabout	SBR	75	75	0	0

2013 Build Operations

Table 7 provides 2013 build LOS results. Signal timings were optimized for 2013 build operations. In the p.m. peak hour, the 2013 build condition analysis showed that all intersections are expected to operate at LOS C or better, and all individual movements are expected to operate at LOS D or better. All movements at the proposed right-in/right-out access on Twin Lakes Parkway and the $\frac{3}{4}$ access on County Road C W (CSAH 23) operate at LOS A with no queuing issues.

Table 8 provides 2013 build queuing results. Queues spilled out of and blocked turn lanes at the two intersections on Cleveland Avenue N (CSAH 46). Ninety-fifth percentile queues are expected to block the adjacent through lanes for the following movements:

- Cleveland Avenue N (CSAH 46) & Twin Lakes Parkway northbound left: 306-foot queue, 175-foot turn lane
- Cleveland Avenue N (CSAH 46) & Twin Lakes Parkway eastbound right: 264-foot queue, 200-foot turn lane
- Cleveland Avenue N (CSAH 46) & County Road C W (CSAH 23) southbound left: 368-foot queue, 200-foot turn lane

Turn lanes were blocked by the 95th percentile queues of the adjacent through lanes for the following movements:

- Cleveland Avenue N (CSAH 46) & Twin Lakes Parkway northbound left
- Cleveland Avenue N (CSAH 46) & Twin Lakes Parkway southbound left
- Cleveland Avenue N (CSAH 46) & Twin Lakes Parkway eastbound right



- Cleveland Avenue N (CSAH 46) & County Road C W (CSAH 23) northbound left
- Cleveland Avenue N (CSAH 46) & County Road C W (CSAH 23) southbound left
- Cleveland Avenue N (CSAH 46) & County Road C W (CSAH 23) eastbound left

Except for the northbound left at Cleveland Avenue N (CSAH 46) and County Road C W (CSAH 23), the 95th percentile queue of the adjacent through lane in each case is more than 150 feet longer than the turn lane.



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Table 7. 2013 Build LOS Results.

Intersection	Control	Approach	Operations by Movement										Overall Intersection	
			Left			Through			Right					
			Volume	Delay (sec/veh)	LOS	Volume	Delay (sec/veh)	LOS	Volume	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Delay (sec/veh)
Cleveland Ave N (CSAH 46) & Twin Lakes Pkwy	Signal	NB	362	27	C	513	19	B	7	17	B	28	C	
		SB	25	26	C	386	34	C	14	19	B			
		EB	286	46	D	81	48	D	361	16	B			
		WB	77	32	C	47	28	C	22	4	A			
Cleveland Ave N (CSAH 46) & County Rd C W (CSAH 23)	Signal	NB	159	36	D	413	48	D	103	39	D	34	C	
		SB	344	54	D	300	30	C	180	8	A			
		EB	183	39	D	695	32	C	146	28	C			
		WB	67	36	D	425	33	C	286	12	B			
County Rd C W (CSAH 23) & Prior Ave	Signal	NB	22	44	D	0	0	A	30	12	B	8	A	
		SB	149	52	D	0	0	A	10	5	A			
		EB	2	9	A	1009	4	A	16	2	A			
		WB	6	15	B	769	4	A	13	2	A			
Twin Lakes Pkwy & NW Site Access	TWSC (Right In / Right Out)	NB	NA	NA	NA	NA	NA	NA	37	2	A	1	A	
		SB	NA	NA	NA	NA	NA	NA	NA	NA	NA			
		EB	NA	NA	NA	32	1	A	81	2	A			
		WB	NA	NA	NA	146	0	A	NA	NA	NA			
Twin Lakes Pkwy & Mount Ridge Rd	Roundabout	NB	125	3	A	0	0	A	109	3	A	3	A	
		SB	0	0	A	0	0	A	21	2	A			
		EB	7	3	A	37	4	A	25	2	A			
		WB	13	2	A	0	0	A	0	0	A			
Twin Lakes Pkwy & Prior Ave	Roundabout	NB	13	2	A	0	0	A	NA	NA	NA	2	A	
		SB	NA	NA	NA	NA	NA	NA	NA	NA	NA			
		EB	NA	NA	NA	NA	NA	NA	146	2	A			
		WB	NA	NA	NA	NA	NA	NA	NA	NA	NA			
County Rd C W (CSAH 23) & Mount Ridge Rd	TWSC (3/4 Access)	NB	NA	NA	NA	NA	NA	NA	NA	NA	NA	3	A	
		SB	NA	NA	NA	NA	NA	NA	105	5	A			
		EB	115	9	A	1027	3	A	NA	NA	NA			
		WB	NA	NA	NA	673	3	A	128	2	A			

Table 8. 2013 Build 95th Percentile Queue Lengths.

Intersection	Control	Movement	Storage Length (ft)	Taper Length (ft)	95% Queue Length (ft)	
					Turn Lane	Adjacent Thru Lane
Cleveland Ave N (CSAH 46) & Twin Lakes Pkwy	Signal	NBL	175	125	306	334
		SBL	75	50	46	195
		EBR	200	100	264	507
		WBR	250	125	38	132
Cleveland Ave N (CSAH 46) & County Rd C W (CSAH 23)	Signal	NBL	200	100	158	265
		SBL	200	125	368	454
		EBL	150	125	206	332
		WBL	275	125	98	232
County Rd C W (CSAH 23) & Prior Ave	Signal	EBL	150	125	8	118
		WBL	125	100	26	118
Twin Lakes Pkwy & NW Site Access	TWSC (Right In / Right Out)	EBR	60	60	11	0
Twin Lakes Pkwy & Mount Ridge Rd	Roundabout	SBR	75	75	13	0
Twin Lakes Pkwy & Prior Ave	Roundabout	EBR	150	150	0	0
County Rd C W (CSAH 23) & Mount Ridge Rd	TWSC (3/4 Access)	EBL	150	125	83	0

2030 No Build Operations

Tables 9 and 10 provide 2030 no build LOS and queuing results, respectively. Signal timings were optimized for 2030 no build operations. The 2030 no build analysis showed that the two intersections on Cleveland Avenue N (CSAH 46) are expected to be over capacity in the p.m. peak hour given existing geometry and 2030 volumes, with the Twin Lakes redevelopment area built out with the exception of the Walmart site. Both intersections operate at LOS F with excessive queuing, in particular, west onto northbound I-35W and north along Cleveland Avenue N (CSAH 46). The other intersections appear to operate at LOS A; however, they are not serving the actual hourly demand due to the bottleneck on Cleveland Avenue N (CSAH 46).



Table 9. 2030 No Build LOS Results.

Intersection	Control	Approach	Operations by Movement									Overall Intersection	
			Left			Through			Right			Delay (sec/veh)	LOS
			Volume	Delay (sec/veh)	LOS	Volume	Delay (sec/veh)	LOS	Volume	Delay (sec/veh)	LOS		
Cleveland Ave N (CSAH 46) & Twin Lakes Pkwy	Signal	NB	360	129	F	640	33	C	10	30	C	277	F
		SB	20	422	F	730	433	F	20	392	F		
		EB	330	474	F	250	476	F	440	427	F		
		WB	40	32	C	200	28	C	10	5	A		
Cleveland Ave N (CSAH 46) & County Rd C W (CSAH 23)	Signal	NB	130	48	D	510	84	F	120	67	E	99	F
		SB	380	113	F	460	32	C	370	14	B		
		EB	210	514	F	690	168	F	200	143	F		
		WB	90	56	E	640	53	D	290	31	C		
County Rd C W (CSAH 23) & Prior Ave	Signal	NB	20	44	D	0	0	A	30	12	B	10	A
		SB	150	48	D	10	49	D	230	8	A		
		EB	60	12	B	1110	5	A	20	3	A		
		WB	10	16	B	770	8	A	90	7	A		
Twin Lakes Pkwy & Mount Ridge Rd	Roundabout	NB	NA	NA	NA	NA	NA	NA	NA	NA	NA	7	A
		SB	530	9	A	NA	NA	NA	150	9	A		
		EB	90	7	A	190	8	A	NA	NA	NA		
		WB	NA	NA	NA	100	4	A	210	3	A		
Twin Lakes Pkwy & Prior Ave	Roundabout	NB	70	5	A	20	5	A	60	4	A	4	A
		SB	160	4	A	30	5	A	70	4	A		
		EB	60	5	A	330	6	A	330	4	A		
		WB	30	3	A	170	4	A	80	3	A		

Table 10. 2030 No Build 95th Percentile Queue Lengths.

Intersection	Control	Movement	Storage Length (ft)	Taper Length (ft)	95% Queue Length (ft)	
					Turn Lane	Adjacent Thru Lane
Cleveland Ave N (CSAH 46) & Twin Lakes Pkwy	Signal	NBL	175	125	340	644
		SBL	75	50	60	965
		EBR	200	100	400	1554
		WBR	250	125	20	239
Cleveland Ave N (CSAH 46) & County Rd C W (CSAH 23)	Signal	NBL	200	100	244	456
		SBL	200	125	380	653
		EBL	150	125	345	1476
		WBL	275	125	146	431
County Rd C W (CSAH 23) & Prior Ave	Signal	SBR	300	100	97	205
		EBL	150	125	64	160
		WBL	125	100	23	147
Twin Lakes Pkwy & Mount Ridge Rd	Roundabout	SBR	75	75	69	163
Twin Lakes Pkwy & Prior Ave	Roundabout	EBR	150	150	32	62

2030 Build Operations

Table 11 provides 2030 build LOS results. Signal timings were optimized for 2030 build operations. Similar to the 2030 no build scenario, the 2030 build analysis showed that the two intersections on Cleveland Avenue N (CSAH 46) are expected to be over capacity given existing geometry, 2030 volumes, and the Twin Lakes redevelopment area built out. Both intersections operate at LOS F with excessive queuing, in particular, west onto northbound I-35W and north along Cleveland Avenue N (CSAH 46). The other intersections appear to operate at LOS C or better, but the bottleneck at Cleveland Avenue N (CSAH 46), prevents the actual hourly demand from reaching the surrounding intersections.

In addition to the multiple movements on Cleveland Avenue N (CSAH 46), the southbound right turn movement from the proposed Walmart site onto County Road C W (CSAH 23) is expected to operate at LOS F. This delay, representing exiting demand from the site, is due to the long westbound queue on County Road C W (CSAH 23) at Cleveland Avenue N (CSAH 46), which can extend almost to Prior Avenue. The westbound queue prevents vehicles from exiting the site and also causes some free movements on eastbound and westbound County Road C W (CSAH 23) to operate at LOS C at the site access. No queuing issues are anticipated at the right-in/right-out access on Twin Lakes Parkway. **Table 12** provides 2030 build queuing results.



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Table 11. 2030 Build LOS Results.

Intersection	Control	Approach	Operations by Movement										Overall Intersection	
			Left			Through			Right			Delay (sec/veh)	LOS	
			Volume	Delay (sec/veh)	LOS	Volume	Delay (sec/veh)	LOS	Volume	Delay (sec/veh)	LOS			
Cleveland Ave N (CSAH 46) & Twin Lakes Pkwy	Signal	NB	370	225	F	630	56	E	20	50	D	360	F	
		SB	50	233	F	710	228	F	20	216	F			
		EB	330	834	F	330	844	F	440	798	F			
		WB	100	32	C	250	32	C	30	3	A			
Cleveland Ave N (CSAH 46) & County Rd C W (CSAH 23)	Signal	NB	130	598	F	500	729	F	150	679	F	433	F	
		SB	400	92	F	440	33	C	410	17	B			
		EB	210	2343	F	750	1211	F	200	992	F			
		WB	110	136	4	680	135	F	310	127	F			
County Rd C W (CSAH 23) & Prior Ave	Signal	NB	20	46	D	0	0	A	30	12	B	17	B	
		SB	280	48	D	10	44	D	230	11	B			
		EB	60	14	B	1070	8	A	20	6	A			
		WB	10	15	B	850	16	B	110	13	B			
Twin Lakes Pkwy & NW Site Access	TWSC (Right In / Right Out)	NB	NA	NA	NA	NA	NA	NA	30	2	A	4	A	
		SB	NA	NA	NA	NA	NA	NA	NA	NA	NA			
		EB	NA	NA	NA	310	2	A	90	2	A			
		WB	NA	NA	NA	380	7	A	NA	NA	NA			
Twin Lakes Pkwy & Mount Ridge Rd	Roundabout	NB	130	9	A	10	8	A	130	9	A	12	B	
		SB	530	19	C	10	14	B	150	14	B			
		EB	90	9	A	220	9	A	30	2	A			
		WB	40	3	A	100	4	A	210	3	A			
Twin Lakes Pkwy & Prior Ave	Roundabout	NB	90	5	A	20	7	A	60	5	A	5	A	
		SB	160	5	A	30	5	A	70	4	A			
		EB	60	6	A	360	7	A	460	5	A			
		WB	30	4	A	190	4	A	80	3	A			
County Rd C W (CSAH 23) & Mount Ridge Rd	TWSC (3/4 Access)	NB	NA	NA	NA	NA	NA	NA	NA	NA	NA	18	C	
		SB	NA	NA	NA	NA	NA	NA	110	160	F			
		EB	150	18	C	1150	3	A	NA	NA	NA			
		WB	NA	NA	NA	990	17	C	110	16	C			

Table 12. 2030 Build 95th Percentile Queue Lengths.

Intersection	Control	Movement	Storage Length (ft)	Taper Length (ft)	95% Queue Length (ft)	
					Turn Lane	Adjacent Thru Lane
Cleveland Ave N (CSAH 46) & Twin Lakes Pkwy	Signal	NBL	175	125	301	555
		SBL	75	50	104	891
		EBR	200	100	402	1380
		WBR	250	125	38	192
Cleveland Ave N (CSAH 46) & County Rd C W (CSAH 23)	Signal	NBL	200	100	362	599
		SBL	200	125	382	617
		EBL	150	125	300	1664
		WBL	275	125	388	950
County Rd C W (CSAH 23) & Prior Ave	Signal	SBR	300	100	139	330
		EBL	150	125	58	165
		WBL	125	100	24	274
Twin Lakes Pkwy & NW Site Access	TWSC (Right In / Right Out)	EBR	60	60	0	0
Twin Lakes Pkwy & Mount Ridge Rd	Roundabout	SBR	75	75	136	376
Twin Lakes Pkwy & Prior Ave	Roundabout	EBR	150	150	32	74
County Rd C W (CSAH 23) & Mount Ridge Rd	TWSC (3/4 Access)	EBL	150	125	101	0

2030 Build Operations with Twin Lakes AUAR improvements

Table 13 provides LOS results for the 2030 build scenario with the implementation of the Twin Lakes AUAR recommended improvements. Signal timings were optimized. Changes to the roadway network consisted of the following improvements at Cleveland Avenue N (CSAH 46) and Twin Lakes Parkway:

- Addition of a northbound left turn lane (dual lefts)
- Addition of a northbound right turn lane
- Addition of 2 eastbound through lanes and conversion of shared left/through lane to dedicated left turn lane
- Conversion of westbound shared left/through lane to dedicated left turn lane
- Addition of a westbound through lane and conversion of right-turn lane to shared through/right lane
- Extension of the existing southbound left turn lane

In addition, a westbound right-turn lane with turn lane storage was recommended at Cleveland Avenue N (CSAH 46) and County Road C W (CSAH 23). Turn lane lengths

were not specified in the AUAR and were modeled at lengths to mirror existing turn lanes or at 300 feet.

The 2030 build analysis with improvements showed that all intersections are expected to operate at LOS D or better during the p.m. peak hour, with the exception of the Cleveland Avenue N (CSAH 46) and I-35W NB Ramps/Twin Lakes Parkway intersection, which is projected to operate at LOS E. The following movements operate at LOS E or F:

- Cleveland Avenue N (CSAH 46) & Twin Lakes Parkway southbound left: average delay of 113 seconds per vehicle, LOS F.
- Cleveland Avenue N (CSAH 46) & Twin Lakes Parkway southbound through: average delay of 128 seconds per vehicle, LOS F.
- Cleveland Avenue N (CSAH 46) & Twin Lakes Parkway southbound right: average delay of 76 seconds per vehicle, LOS E.
- Cleveland Avenue N (CSAH 46) & County Road C W (CSAH 23) northbound through: average delay of 57 seconds per vehicle, LOS E.
- Cleveland Avenue N (CSAH 46) & County Road C W (CSAH 23) southbound left: average delay of 110 seconds per vehicle, LOS F.
- Cleveland Avenue N (CSAH 46) & County Road C W (CSAH 23) eastbound left: average delay of 122 seconds per vehicle, LOS F.
- Cleveland Avenue N (CSAH 46) & County Road C W (CSAH 23) westbound left: average delay of 207 seconds per vehicle, LOS F.

These delays are primarily due to the heavy southbound left turn volume at Cleveland Avenue N (CSAH 46) and County Road C W (CSAH 23). With 400 vehicles making this movement, a second left-turn lane is necessary, but is presumably not recommended in the AUAR due to limited right-of-way. As a result the southbound left turn queue at Cleveland Avenue N (CSAH 46) and County Road C W (CSAH 23) spills out of the turn lane into the adjacent through lane, and back through the upstream intersection. In addition, the long split needed to serve this phase reduces time available for other movements at the intersection.

Queues are reduced with the improvements on Cleveland Avenue N (CSAH 46), but turn lane spillback is expected for several movements. Ninety-fifth percentile queues exceeded turn lane storage lengths for the following movements:

- Cleveland Avenue N (CSAH 46) & Twin Lakes Parkway eastbound right: 320-foot queue, 200-foot turn lane
- Cleveland Avenue N (CSAH 46) & County Road C W (CSAH 23) southbound left: 391-foot queue, 200-foot turn lane
- Cleveland Avenue N (CSAH 46) & County Road C W (CSAH 23) eastbound left: 334-foot queue, 150-foot turn lane

- Cleveland Avenue N (CSAH 46) & County Road C W (CSAH 23) westbound left: 358-foot queue, 275-foot turn lane
- Twin Lakes Parkway & Mount Ridge Road southbound right: 165-foot queue, 75-foot turn lane

In some cases, such as the long southbound queue at Cleveland Avenue N (CSAH 46) and Twin Lakes Parkway resulting from downstream delay, the queuing and blocking issues are not reported as the AUAR does not provide recommendations for storage lane length. According to the SimTraffic results, turn lanes were blocked by the 95th percentile queues of the adjacent through lanes for the following movements:

- Cleveland Avenue N (CSAH 46) & Twin Lakes Parkway eastbound right
- Cleveland Avenue N (CSAH 46) & County Road C W (CSAH 23) northbound left
- Cleveland Avenue N (CSAH 46) & County Road C W (CSAH 23) southbound left
- Cleveland Avenue N (CSAH 46) & County Road C W (CSAH 23) eastbound left
- Cleveland Avenue N (CSAH 46) & County Road C W (CSAH 23) westbound left
- County Road C W (CSAH 23) & Prior Avenue eastbound left
- County Road C W (CSAH 23) & Prior Avenue westbound left
- Twin Lakes Parkway & Mount Ridge Road southbound right

Most of these queuing and blocking issues are due to the aforementioned heavy southbound left at Cleveland Avenue N (CSAH 46) and County Road C W (CSAH 23). At County Road C W (CSAH 23) and Prior Avenue, the 95th percentile queues indicate that the eastbound and westbound turn lanes are anticipated to be blocked by a couple vehicles during the p.m. peak hour.

Queues for the southbound right turn at Twin Lakes Parkway and Prior Avenue were never observed to spill out of the storage lane during simulation. According to the Synchro Studio 7 User Guide (page 23-12), “SimTraffic tries to determine whether the stopping is due to queuing or lane changes. In some cases stopping for lane changes will be counted as queuing.” Since no queues were observed to fill the turn lane and the free right-turn movement has few conflicts, it is likely that vehicles stopped in the through lane waiting for access to the right-turn lane were sometimes considered to be part of the turn lane queue. The reported maximum queues are likely due to the limitations of the modeling software and do not represent an operational deficiency. The queue lengths and available storage lengths are summarized in **Table 14**.



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Table 13. 2030 Build with AUAR Recommendations LOS Results.

Intersection	Control	Approach	Operations by Movement										Overall Intersection	
			Left			Through			Right			Delay (sec/veh)	LOS	
			Volume	Delay (sec/veh)	LOS	Volume	Delay (sec/veh)	LOS	Volume	Delay (sec/veh)	LOS			
Cleveland Ave N (CSAH 46) & Twin Lakes Pkwy	Signal	NB	370	29	C	630	27	C	20	7	A	57	E	
		SB	50	113	F	710	128	F	20	76	E			
		EB	330	51	D	330	38	D	440	35	C			
		WB	100	54	D	250	45	D	30	30	C			
Cleveland Ave N (CSAH 46) & County Rd C W (CSAH 23)	Signal	NB	130	39	D	500	57	E	150	48	D	53	D	
		SB	400	110	F	440	28	C	410	13	B			
		EB	210	122	F	750	50	D	200	43	D			
		WB	110	207	F	680	44	D	310	7	A			
County Rd C W (CSAH 23) & Prior Ave	Signal	NB	20	39	D	0	0	A	30	13	B	15	B	
		SB	280	45	D	10	45	D	230	10	B			
		EB	60	17	B	1070	9	A	20	8	A			
		WB	10	19	B	850	14	B	110	13	B			
Twin Lakes Pkwy & NW Site Access	TW/SC (Right In / Right Out)	NB	NA	NA	NA	NA	NA	NA	30	3	A	1	A	
		SB	NA	NA	NA	NA	NA	NA	NA	NA	NA			
		EB	NA	NA	NA	310	2	A	90	2	A			
		WB	NA	NA	NA	380	1	A	NA	NA	NA			
Twin Lakes Pkwy & Mount Ridge Rd	Roundabout	NB	130	13	B	10	10	A	130	12	B	15	C	
		SB	530	24	C	10	29	D	150	16	C			
		EB	90	16	C	220	19	C	30	3	A			
		WB	40	4	A	100	5	A	210	3	A			
Twin Lakes Pkwy & Prior Ave	Roundabout	NB	90	5	A	20	6	A	60	5	A	5	A	
		SB	160	5	A	30	5	A	70	4	A			
		EB	60	6	A	360	7	A	460	5	A			
		WB	30	4	A	190	4	A	80	3	A			
County Rd C W (CSAH 23) & Mount Ridge Rd	TW/SC (3/4 Access)	NB	NA	NA	NA	NA	NA	NA	NA	NA	NA	5	A	
		SB	NA	NA	NA	NA	NA	NA	110	11	B			
		EB	150	17	C	1150	3	A	NA	NA	NA			
		WB	NA	NA	NA	990	4	A	110	3	A			

Table 14. 2030 Build with AUAR Recommendations 95th Percentile Queue Lengths.

Intersection	Control	Movement	Storage Length (ft)	Taper Length (ft)	95% Queue Length (ft)	
					Turn Lane	Adjacent Thru Lane
Cleveland Ave N (CSAH 46) & Twin Lakes Pkwy	Signal	NBL	175	125	166	141
		NBR	*	*	47	274
		SBL	*	*	276	801
		EBL	*	*	427	244
		EBR	200	100	320	406
		WBL	*	*	148	166
Cleveland Ave N (CSAH 46) & County Rd C W (CSAH 23)	Signal	NBL	200	100	191	378
		SBL	200	125	391	675
		EBL	150	125	334	626
		WBL	275	125	358	410
		WBR	*	*	26	403
County Rd C W (CSAH 23) & Prior Ave	Signal	SBR	300	100	131	333
		EBL	150	125	79	222
		WBL	125	100	27	219
Twin Lakes Pkwy & NW Site Access	TWSC (Right In / Right Out)	EBR	60	60	12	7
Twin Lakes Pkwy & Mount Ridge Rd	Roundabout	SBR	75	75	165	450
Twin Lakes Pkwy & Prior Ave	Roundabout	EBR	150	150	30	70
County Rd C W (CSAH 23) & Mount Ridge Rd	TWSC (3/4 Access)	EBL	150	125	117	24

* = Recommended storage and taper lengths not given in AUAR

Access Alternatives

Alternative access options were considered to investigate whether fewer accesses would be sufficient to serve the site. Options considered included removing the right-in/right-out on Twin Lakes Parkway, reducing the $\frac{3}{4}$ access on County Road C W (CSAH 23) to a right-in/right out, and combinations thereof.

Removing the right-in/right-out on Twin Lakes Parkway reduces access to the two outlots on the west end of the site. It would require all outlot vehicles to circulate through the Walmart parking lot. The right-in/right-out has been moved further east based on discussions with City of Roseville staff.

Left turns from eastbound County Road C W (CSAH 23) into the site experience little delay and do not affect the through traffic. Reducing the access to a right-in/right-out would increase the number of vehicles that would use Cleveland Avenue N (CSAH 46) to



access the site, leading to additional congestion at the two intersections with County Road C W (CSAH 23) and Twin Lakes Parkway.

Recommendations

With the construction of Walmart store #3404-05 in the northeast quadrant of the Cleveland Avenue N (CSAH 46) and County Road C W (CSAH 23) intersection, no off-site mitigation measures are recommended. Some limited lane blocking and turn lane spillback are expected at project buildout (2013), but average delays are projected to be acceptable. With small signal timing adjustments, the network is expected to operate as well as it does in existing conditions.

In the long term, growth in the area should continue to be monitored. If the area develops as anticipated in the AUAR, consideration should be given to the intersections on Cleveland Avenue N (CSAH 46). Even with improvements as defined in the Twin Lakes AUAR, several movements are expected to operate at LOS F and the Cleveland Avenue N (CSAH 46) and Twin Lakes Parkway intersection is expected to operate at LOS E. It appears that one of the primary problems is the southbound left turn at Cleveland Avenue N (CSAH 46) and County Road C W (CSAH 23). Some of the traffic making that movement may be diverted to the new east-west connection on Twin Lakes Parkway, but that may not eliminate the issue. Many of the projected problems could be resolved with the reconfiguration of the I-35W interchange at County Road C W (CSAH 23).

APPENDIX

Appendix A
Raw Turning Movement Volume Counts



Traffic Data Inc.

3268 Xenwood Avenue South
St Louis Park, MN 55416

Attachment F

Twin Lakes & Mt Ridge
Roseville, MN

File Name : 1241124-twin lakes & mt ridge (roundabout)
Site Code : 1241124_
Start Date : 1/18/2011
Page No : 1

Groups Printed- Class 1

	Mt. Ridge Southbound						Westbound	Northbound	Twin Lakes Eastbound						
Start Time	Rght	Thru	Left	Peds	U-Turn	App. Total	App. Total	App. Total	Rght	Thru	Left	Peds	U-Turn	App. Total	Int. Total
Factor	1.0	1.0	1.0	1.0	1.0				1.0	1.0	1.0	1.0	1.0		
04:00 PM	8	0	0	0	0	8	0	0	0	0	0	0	1	1	9
04:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	2	2	2
04:30 PM	5	0	0	0	0	5	0	0	0	0	1	0	0	1	6
04:45 PM	7	0	0	0	0	7	0	0	0	0	0	0	0	0	7
Total	20	0	0	0	0	20	0	0	0	0	1	0	3	4	24
05:00 PM	6	0	0	0	0	6	0	0	0	0	0	0	0	0	6
05:15 PM	3	0	0	0	0	3	0	0	0	0	0	0	2	2	5
05:30 PM	3	0	0	0	1	4	0	0	0	0	1	0	4	5	9
05:45 PM	2	0	0	0	0	2	0	0	0	0	0	0	1	1	3
Total	14	0	0	0	1	15	0	0	0	0	1	0	7	8	23
Grand Total	34	0	0	0	1	35	0	0	0	0	2	0	10	12	47
Apprch %	97.1	0	0	0	2.9				0	0	16.7	0	83.3		
Total %	72.3	0	0	0	2.1	74.5	0	0	0	0	4.3	0	21.3	25.5	



Traffic Data Inc.

3268 Xenwood Avenue South
St Louis Park, MN 55416

Attachment F

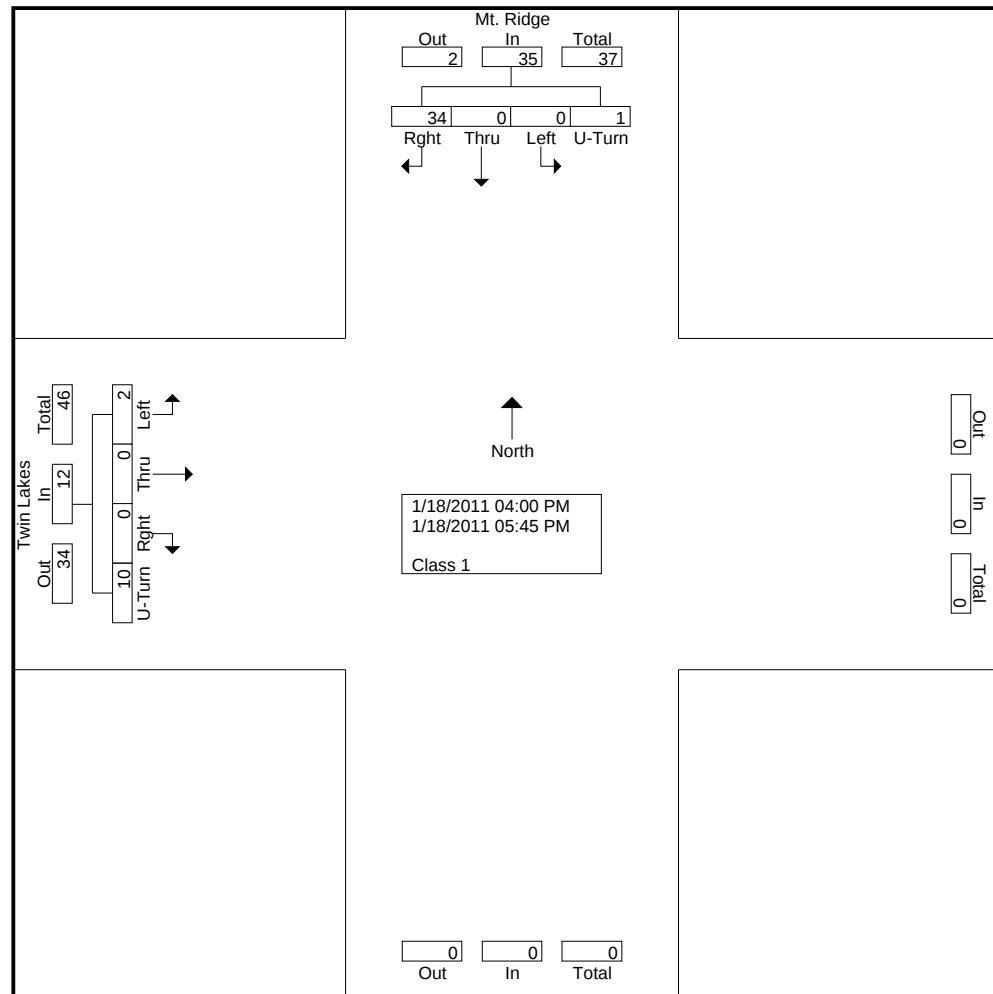
Twin Lakes & Mt Ridge
Roseville, MN

File Name : 1241124-twin lakes & mt ridge (roundabout)

Site Code : 1241124

Start Date : 1/18/2011

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Traffic Data Inc.

3268 Xenwood Avenue South
St Louis Park, MN 55416

Attachment F

Twin Lakes & Mt Ridge
Roseville, MN

File Name : 1241124-twin lakes & mt ridge (roundabout)
Site Code : 1241124_
Start Date : 1/18/2011
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	Mt. Ridge Southbound						Westbound	Northbound	Twin Lakes Eastbound						
Start Time	Rght	Thru	Left	Peds	U-Turn	App. Total	App. Total	App. Total	Rght	Thru	Left	Peds	U-Turn	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1															
Peak Hour for Entire Intersection Begins at 04:45 PM															
04:45 PM	7	0	0	0	0	7	0	0	0	0	0	0	0	0	7
05:00 PM	6	0	0	0	0	6	0	0	0	0	0	0	0	0	6
05:15 PM	3	0	0	0	0	3	0	0	0	0	0	0	2	2	5
05:30 PM	3	0	0	0	1	4	0	0	0	0	1	0	4	5	9
Total Volume	19	0	0	0	1	20	0	0	0	0	1	0	6	7	27
% App. Total	95	0	0	0	5				0	0	14.3	0	85.7		
PHF	.679	.000	.000	.000	.250	.714	.000	.000	.000	.000	.250	.000	.375	.350	.750



Traffic Data Inc.

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Attachment F

Twin Lakes Pkwy & Cleveland Ave N
Roseville, MN

File Name : 1241123-Twin Lakes & Cleveland
Site Code : 01241123
Start Date : 1/18/2011
Page No : 1

Groups Printed- Unshifted

	Cleveland Southbound					Twin Lakes Westbound					Cleveland Northbound					Twin Lakes Eastbound					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
Factor	1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		
04:00 PM	3	93	1	0	97	1	0	8	0	9	1	96	117	0	214	41	0	10	0	51	371
04:15 PM	0	75	0	0	75	0	0	2	0	2	2	88	101	0	191	65	0	35	0	100	368
04:30 PM	6	91	0	0	97	1	0	4	0	5	0	123	84	0	207	77	1	79	0	157	466
04:45 PM	3	105	0	0	108	0	0	7	0	7	0	125	82	0	207	92	1	77	2	172	494
Total	12	364	1	0	377	2	0	21	0	23	3	432	384	0	819	275	2	201	2	480	1699
05:00 PM	2	111	0	0	113	0	0	1	1	2	0	126	94	0	220	112	0	66	0	178	513
05:15 PM	3	90	2	0	95	2	0	6	1	9	2	143	91	2	238	76	1	61	0	138	480
05:30 PM	1	87	0	0	88	0	1	3	2	6	0	110	82	0	192	109	1	39	0	149	435
05:45 PM	4	75	0	0	79	2	0	3	0	5	0	84	112	0	196	102	1	25	0	128	408
Total	10	363	2	0	375	4	1	13	4	22	2	463	379	2	846	399	3	191	0	593	1836
Grand Total	22	727	3	0	752	6	1	34	4	45	5	895	763	2	1665	674	5	392	2	1073	3535
Apprch %	2.9	96.7	0.4	0		13.3	2.2	75.6	8.9		0.3	53.8	45.8	0.1		62.8	0.5	36.5	0.2		
Total %	0.6	20.6	0.1	0	21.3	0.2	0	1	0.1	1.3	0.1	25.3	21.6	0.1	47.1	19.1	0.1	11.1	0.1	30.4	



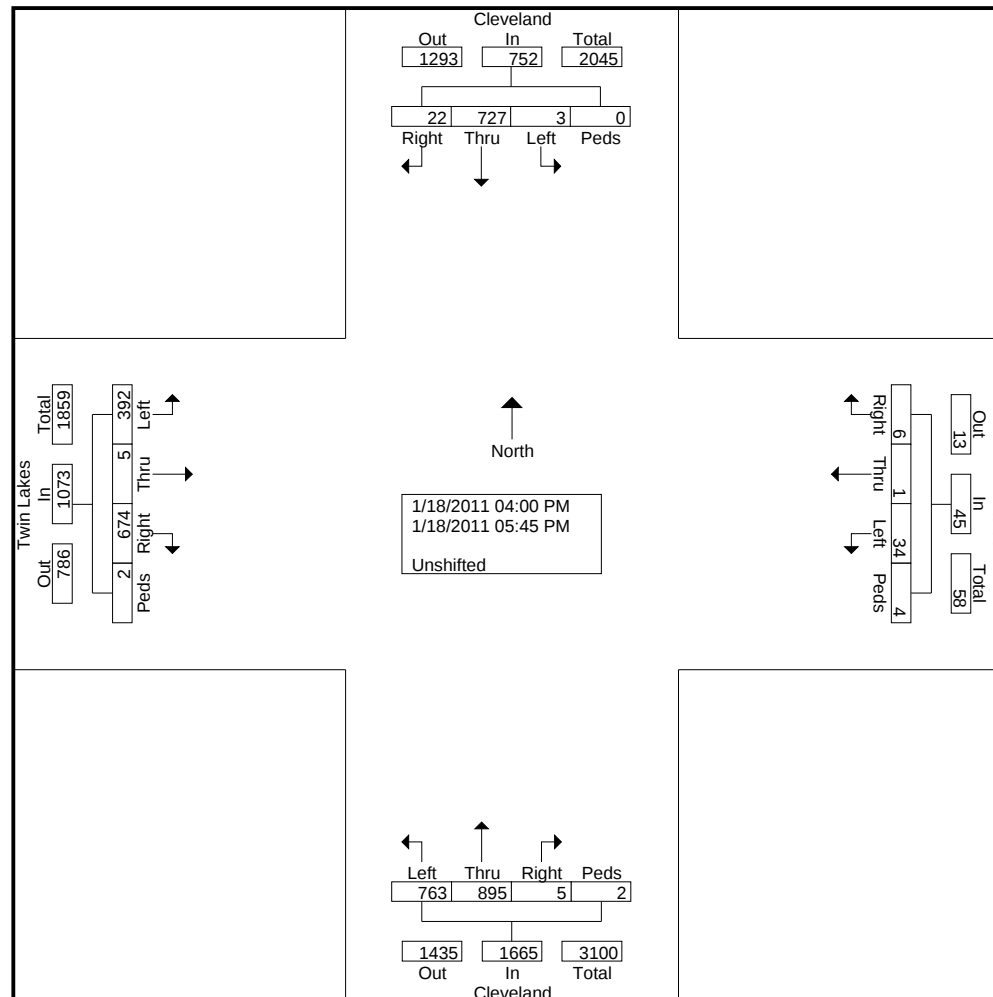
Traffic Data Inc.

3268 Xenwood Avenue South
St Louis Park, MN 55416

Attachment F

Twin Lakes Pkwy & Cleveland Ave N
Roseville, MN

File Name : 1241123-Twin Lakes & Cleveland
Site Code : 01241123
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Traffic Data Inc.

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Attachment F

Twin Lakes Pkwy & Cleveland Ave N
Roseville, MN

File Name : 1241123-Twin Lakes & Cleveland
Site Code : 01241123
Start Date : 1/18/2011
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	Cleveland Southbound					Twin Lakes Westbound					Cleveland Northbound					Twin Lakes Eastbound					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:30 PM																					
04:30 PM	6	91	0	0	97	1	0	4	0	5	0	123	84	0	207	77	1	79	0	157	466
04:45 PM	3	105	0	0	108	0	0	7	0	7	0	125	82	0	207	92	1	77	2	172	494
05:00 PM	2	111	0	0	113	0	0	1	1	2	0	126	94	0	220	112	0	66	0	178	513
05:15 PM	3	90	2	0	95	2	0	6	1	9	2	143	91	2	238	76	1	61	0	138	480
Total Volume	14	397	2	0	413	3	0	18	2	23	2	517	351	2	872	357	3	283	2	645	1953
% App. Total	3.4	96.1	0.5	0		13	0	78.3	8.7		0.2	59.3	40.3	0.2		55.3	0.5	43.9	0.3		
PHF	.583	.894	.250	.000	.914	.375	.000	.643	.500	.639	.250	.904	.934	.250	.916	.797	.750	.896	.250	.906	.952



Traffic Data Inc.

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St Louis Park, MN 55416

Attachment F

CR C & Cleveland Ave N
Roseville, MN

File Name : 1241122-cr c & cleveland
Site Code : 01241122
Start Date : 1/18/2011
Page No : 1

Groups Printed- Cars - Heavy Veh.

	Cleveland Southbound					CR C Westbound					Cleveland Northbound					CR C Eastbound					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
Factor	1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		
04:00 PM	34	54	55	0	143	54	77	14	0	145	17	111	24	1	153	26	126	45	0	197	638
04:15 PM	31	40	66	0	137	59	82	9	0	150	27	86	24	0	137	34	120	37	2	193	617
04:30 PM	26	81	68	0	175	69	78	10	0	157	19	99	35	1	154	33	145	48	1	227	713
04:45 PM	26	81	90	0	197	54	80	7	0	141	18	94	37	0	149	37	153	43	0	233	720
Total	117	256	279	0	652	236	317	40	0	593	81	390	120	2	593	130	544	173	3	850	2688
05:00 PM	44	72	85	0	201	70	109	12	0	191	23	109	52	0	184	43	153	42	1	239	815
05:15 PM	38	64	68	0	170	64	100	16	0	180	20	119	33	0	172	32	186	48	0	266	788
05:30 PM	29	83	100	0	212	69	79	11	0	159	18	80	34	0	132	47	153	38	1	239	742
05:45 PM	23	56	83	0	162	69	63	12	0	144	18	84	22	0	124	42	122	37	0	201	631
Total	134	275	336	0	745	272	351	51	0	674	79	392	141	0	612	164	614	165	2	945	2976
Grand Total	251	531	615	0	1397	508	668	91	0	1267	160	782	261	2	1205	294	1158	338	5	1795	5664
Apprch %	18	38	44	0		40.1	52.7	7.2	0		13.3	64.9	21.7	0.2		16.4	64.5	18.8	0.3		
Total %	4.4	9.4	10.9	0	24.7	9	11.8	1.6	0	22.4	2.8	13.8	4.6	0	21.3	5.2	20.4	6	0.1	31.7	
Cars	241	522	564	0	1327	499	647	89	0	1235	156	772	256	2	1186	290	1111	309	5	1715	5463
% Cars	96	98.3	91.7	0	95	98.2	96.9	97.8	0	97.5	97.5	98.7	98.1	100	98.4	98.6	95.9	91.4	100	95.5	96.5
Heavy Veh.	10	9	51	0	70	9	21	2	0	32	4	10	5	0	19	4	47	29	0	80	201
% Heavy Veh.	4	1.7	8.3	0	5	1.8	3.1	2.2	0	2.5	2.5	1.3	1.9	0	1.6	1.4	4.1	8.6	0	4.5	3.5



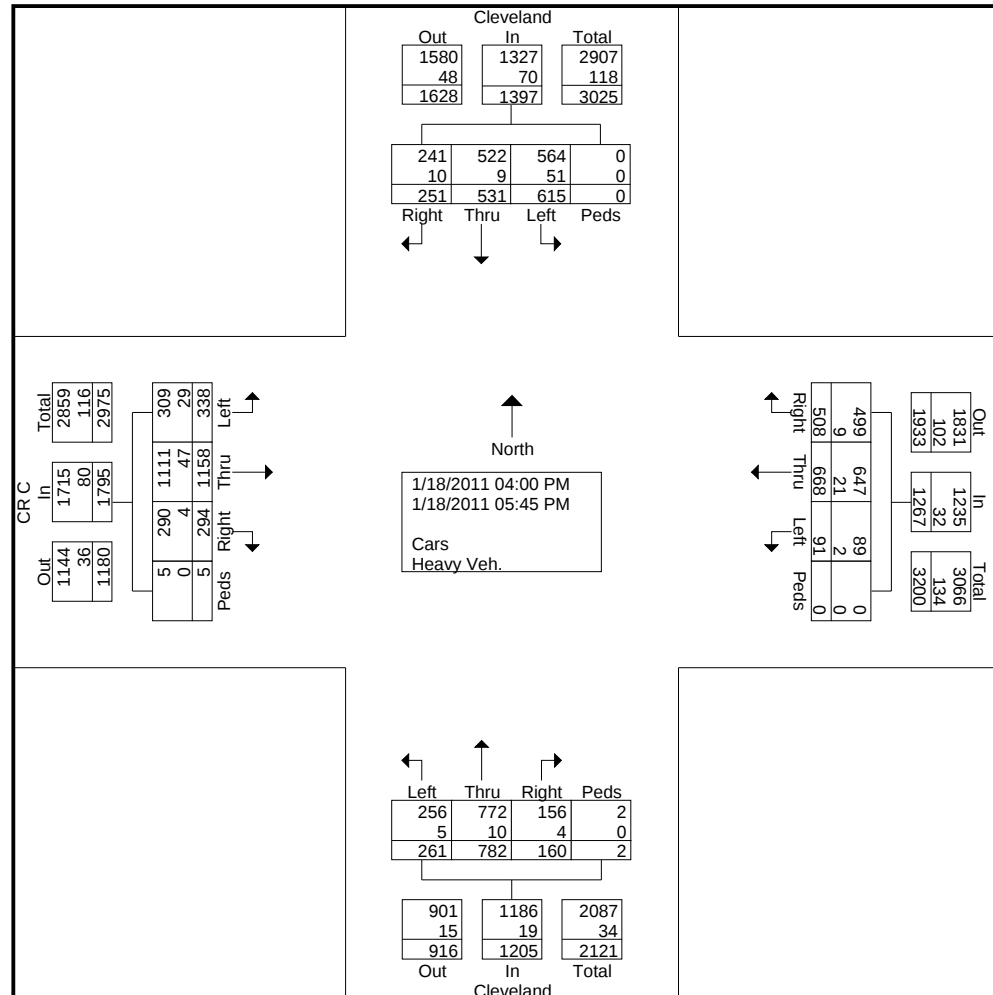
Traffic Data Inc.

3268 Xenwood Avenue South
St Louis Park, MN 55416

Attachment F

CR C & Cleveland Ave N
Roseville, MN

File Name : 1241122-cr c & cleveland
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St Louis Park, MN 55416

Attachment F

CR C & Cleveland Ave N
Roseville, MN

File Name : 1241122-cr c & cleveland
Site Code : 01241122
Start Date : 1/18/2011
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	Cleveland Southbound					CR C Westbound					Cleveland Northbound					CR C Eastbound					
Start Time	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:45 PM																					
04:45 PM	26	81	90	0	197	54	80	7	0	141	18	94	37	0	149	37	153	43	0	233	720
05:00 PM	44	72	85	0	201	70	109	12	0	191	23	109	52	0	184	43	153	42	1	239	815
05:15 PM	38	64	68	0	170	64	100	16	0	180	20	119	33	0	172	32	186	48	0	266	788
05:30 PM	29	83	100	0	212	69	79	11	0	159	18	80	34	0	132	47	153	38	1	239	742
Total Volume	137	300	343	0	780	257	368	46	0	671	79	402	156	0	637	159	645	171	2	977	3065
% App. Total	17.6	38.5	44	0		38.3	54.8	6.9	0		12.4	63.1	24.5	0		16.3	66	17.5	0.2		
PHF	.778	.904	.858	.000	.920	.918	.844	.719	.000	.878	.859	.845	.750	.000	.865	.846	.867	.891	.500	.918	.940



Traffic Data Inc.

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St Louis Park, MN 55416

Attachment F

CR C & Prior Ave
Roseville, MN

File Name : 1241121-CR C & Prior
Site Code : 1241121_
Start Date : 1/18/2011
Page No : 1

Groups Printed- Class 1

	Prior Ave Southbound					CR C Westbound					Prior Ave Northbound					CR C Eastbound					
Start Time	Rght	Thru	Left	Ped	App. Total	Rght	Thru	Left	Ped	App. Total	Rght	Thru	Left	Ped	App. Total	Rght	Thru	Left	Ped	App. Total	Int. Total
Factor	1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		1.0	1.0	1.0	1.0		
04:00 PM	4	0	1	0	5	2	143	0	0	145	5	0	7	0	12	0	189	0	0	189	351
04:15 PM	0	0	0	0	0	0	144	2	0	146	6	0	4	1	11	5	216	1	0	222	379
04:30 PM	2	0	2	0	4	0	161	5	0	166	13	0	6	0	19	3	238	1	1	243	432
04:45 PM	1	0	1	0	2	0	135	1	0	136	7	0	6	0	13	6	256	1	0	263	414
Total	7	0	4	0	11	2	583	8	0	593	31	0	23	1	55	14	899	3	1	917	1576
05:00 PM	6	0	0	0	6	0	198	0	0	198	6	0	4	0	10	4	261	0	0	265	479
05:15 PM	1	0	0	0	1	0	166	0	0	166	4	0	6	0	10	3	269	0	0	272	449
05:30 PM	0	0	0	0	0	0	148	1	0	149	3	0	3	0	6	3	271	1	0	275	430
05:45 PM	1	0	0	0	1	0	146	0	0	146	3	0	6	0	9	0	233	0	0	233	389
Total	8	0	0	0	8	0	658	1	0	659	16	0	19	0	35	10	1034	1	0	1045	1747
Grand Total	15	0	4	0	19	2	1241	9	0	1252	47	0	42	1	90	24	1933	4	1	1962	3323
Apprch %	78.9	0	21.1	0		0.2	99.1	0.7	0		52.2	0	46.7	1.1		1.2	98.5	0.2	0.1		
Total %	0.5	0	0.1	0	0.6	0.1	37.3	0.3	0	37.7	1.4	0	1.3	0	2.7	0.7	58.2	0.1	0	59	



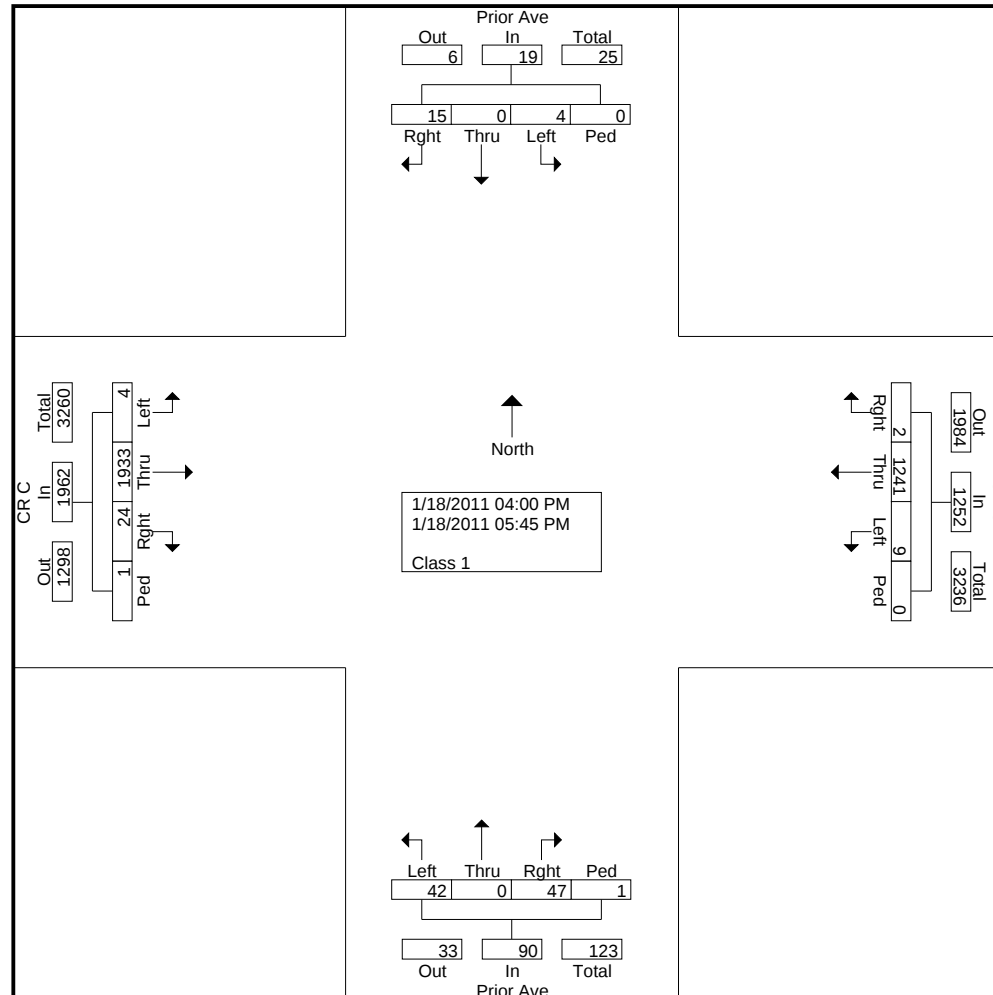
Traffic Data Inc.

3268 Xenwood Avenue South
St Louis Park, MN 55416

Attachment F

CR C & Prior Ave
Roseville, MN

File Name : 1241121-CR C & Prior
Site Code : 1241121_
Start Date : 1/18/2011
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Traffic Data Inc.

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St Louis Park, MN 55416

Attachment F

CR C & Prior Ave
Roseville, MN

File Name : 1241121-CR C & Prior
Site Code : 1241121_
Start Date : 1/18/2011
Page No : 3

	Prior Ave Southbound					CR C Westbound					Prior Ave Northbound					CR C Eastbound					
Start Time	Rght	Thru	Left	Ped	App. Total	Rght	Thru	Left	Ped	App. Total	Rght	Thru	Left	Ped	App. Total	Rght	Thru	Left	Ped	App. Total	Int. Total
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:30 PM																					
04:30 PM	2	0	2	0	4	0	161	5	0	166	13	0	6	0	19	3	238	1	1	243	432
04:45 PM	1	0	1	0	2	0	135	1	0	136	7	0	6	0	13	6	256	1	0	263	414
05:00 PM	6	0	0	0	6	0	198	0	0	198	6	0	4	0	10	4	261	0	0	265	479
05:15 PM	1	0	0	0	1	0	166	0	0	166	4	0	6	0	10	3	269	0	0	272	449
Total Volume	10	0	3	0	13	0	660	6	0	666	30	0	22	0	52	16	1024	2	1	1043	1774
% App. Total	76.9	0	23.1	0		0	99.1	0.9	0		57.7	0	42.3	0		1.5	98.2	0.2	0.1		
PHF	.417	.000	.375	.000	.542	.000	.833	.300	.000	.841	.577	.000	.917	.000	.684	.667	.952	.500	.250	.959	.926

Appendix B
SimTraffic Reports

SimTraffic Performance Report
Existing PM

6/15/2011

1: I-35W Ramps & Cleveland Ave N/CSAH 46 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBR	NBL	NBT	NBR	SBL	SBT	SBR	All
Delay / Veh (s)	43.1	99.3	14.5	38.9	3.8	18.3	9.8	5.2	18.6	22.7	15.9	19.8
Vehicles Entered	272	1	350	18	2	348	542	3	1	381	11	1929

5: County Rd C West & Cleveland Ave N/CSAH 46 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Delay / Veh (s)	32.4	24.7	20.9	25.0	29.4	9.2	35.1	46.3	36.6	74.5	40.0	9.9
Vehicles Entered	177	651	141	47	384	268	163	434	87	301	324	144

5: County Rd C West & Cleveland Ave N/CSAH 46 Performance by movement

Movement	All
Delay / Veh (s)	33.8
Vehicles Entered	3121

9: Twin Lakes Pkwy & Mt Ridge Rd Performance by movement

Movement	EBL	SBR	All
Delay / Veh (s)	2.8	6.4	5.6
Vehicles Entered	6	20	26

13: County Rd C West & Prior Ave N Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	NBL	NBR	SBL	SBR	All
Delay / Veh (s)	4.5	4.2	5.1	14.5	1.4	54.1	17.0	55.6	3.6	4.0
Vehicles Entered	2	1042	20	5	669	20	29	2	10	1799

Total Network Performance

Movement	All
Delay / Veh (s)	45.1
Vehicles Entered	3479

Queuing and Blocking Report

Existing PM

6/15/2011

Intersection: 1: I-35W Ramps & Cleveland Ave N/CSAH 46

Movement	EB	EB	WB	WB	NB	NB	NB	SB	SB	SB
Directions Served	LT	R	LT	R	L	T	TR	L	T	TR
Maximum Queue (ft)	449	254	60	24	235	158	152	13	216	164
Average Queue (ft)	178	83	16	2	103	44	60	1	86	68
95th Queue (ft)	308	184	46	13	189	117	125	7	168	141
Link Distance (ft)	599		547			529	529		778	778
Upstream Blk Time (%)	0									
Queuing Penalty (veh)	0									
Storage Bay Dist (ft)		200		250	175			75		
Storage Blk Time (%)	7	0			2	0			12	
Queuing Penalty (veh)	26	1			4	0			0	

Intersection: 5: County Rd C West & Cleveland Ave N/CSAH 46

Movement	EB	EB	EB	WB	WB	WB	NB	NB	NB	SB	SB	SB
Directions Served	L	T	TR	L	T	TR	L	T	TR	L	T	TR
Maximum Queue (ft)	228	364	389	74	226	305	219	306	289	325	453	387
Average Queue (ft)	97	161	194	29	107	140	92	179	179	244	192	145
95th Queue (ft)	178	287	323	63	195	259	168	260	267	364	458	299
Link Distance (ft)		565	565		1255	1255		503	503		529	529
Upstream Blk Time (%)											2	0
Queuing Penalty (veh)											7	0
Storage Bay Dist (ft)	150			275			200			200		
Storage Blk Time (%)	2	8			0		0	5		30	0	
Queuing Penalty (veh)	6	16			0		0	9		46	1	

Intersection: 9: Twin Lakes Pkwy & Mt Ridge Rd

Movement
Directions Served
Maximum Queue (ft)
Average Queue (ft)
95th Queue (ft)
Link Distance (ft)
Upstream Blk Time (%)
Queuing Penalty (veh)
Storage Bay Dist (ft)
Storage Blk Time (%)
Queuing Penalty (veh)

Queuing and Blocking Report

Existing PM

6/15/2011

Intersection: 13: County Rd C West & Prior Ave N

Movement	EB	EB	EB	WB	WB	WB	NB	SB
Directions Served	L	T	TR	L	T	TR	LR	LR
Maximum Queue (ft)	17	92	103	28	82	112	88	31
Average Queue (ft)	1	15	30	3	21	25	32	9
95th Queue (ft)	7	56	80	16	59	72	69	32
Link Distance (ft)		1255	1255		360	360	389	460
Upstream Blk Time (%)								
Queuing Penalty (veh)								
Storage Bay Dist (ft)	150			125				
Storage Blk Time (%)		0						
Queuing Penalty (veh)		0						

Network Summary

Network wide Queuing Penalty: 116

SimTraffic Performance Report
2013 PM No Build - Optimized signal timings

6/14/2011

1: I-35W Ramps & Cleveland Ave N/CSAH 46 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBR	NBL	NBT	NBR	SBL	SBT	SBR	All
Delay / Veh (s)	43.7	37.6	13.2	35.3	3.4	18.1	11.1	12.4	18.0	23.8	12.6	20.2
Vehicles Entered	278	3	366	20	3	353	532	1	2	405	16	1979

5: County Rd C West & Cleveland Ave N/CSAH 46 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Delay / Veh (s)	33.9	28.3	22.9	26.4	33.5	10.2	35.0	48.8	35.4	41.6	28.2	7.7
Vehicles Entered	182	648	137	41	389	270	166	420	83	326	331	153

5: County Rd C West & Cleveland Ave N/CSAH 46 Performance by movement

Movement	All
Delay / Veh (s)	31.1
Vehicles Entered	3146

9: Twin Lakes Pkwy & Mt Ridge Rd Performance by movement

Movement	EBL	SBR	All
Delay / Veh (s)	1.9	2.2	2.2
Vehicles Entered	7	24	31

10: County Rd C West & Mt Ridge Rd Performance by movement

Movement	EBT	WBT	All
Delay / Veh (s)	2.7	0.8	1.9
Vehicles Entered	1081	702	1783

13: County Rd C West & Prior Ave N Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	NBL	NBR	SBL	SBR	All
Delay / Veh (s)	4.4	1.8	0.7	12.6	1.6	47.6	11.4	52.9	3.2	2.5
Vehicles Entered	3	1046	18	5	668	20	27	4	11	1802

14: Twin Lakes Pkwy & Prior Ave N Performance by movement

Movement	NBT	All
Delay / Veh (s)	0.5	0.5
Vehicles Entered	3	3

Total Network Performance

Movement	All
Delay / Veh (s)	43.3
Vehicles Entered	3517

Queuing and Blocking Report
2013 PM No Build - Optimized signal timings

6/14/2011

Intersection: 1: I-35W Ramps & Cleveland Ave N/CSAH 46

Movement	EB	EB	WB	WB	NB	NB	NB	SB	SB	SB
Directions Served	LT	R	LT	R	L	T	TR	L	T	TR
Maximum Queue (ft)	375	293	57	22	293	246	229	20	216	171
Average Queue (ft)	190	90	16	1	125	62	77	1	95	75
95th Queue (ft)	306	190	47	12	240	173	175	8	178	146
Link Distance (ft)	1346		156	156		528	528		778	778
Upstream Blk Time (%)										
Queuing Penalty (veh)										
Storage Bay Dist (ft)		200			175			75		
Storage Blk Time (%)	7	0			3	0			16	
Queuing Penalty (veh)	24	0			8	1			0	

Intersection: 5: County Rd C West & Cleveland Ave N/CSAH 46

Movement	EB	EB	EB	WB	WB	WB	NB	NB	NB	SB	SB	SB
Directions Served	L	T	TR	L	T	TR	L	T	TR	L	T	TR
Maximum Queue (ft)	251	324	361	72	263	319	225	321	339	324	452	330
Average Queue (ft)	101	174	211	26	118	156	91	180	174	205	132	120
95th Queue (ft)	191	293	328	60	214	287	167	272	274	339	340	230
Link Distance (ft)		1292	1292		747	747		503	503		528	528
Upstream Blk Time (%)											0	0
Queuing Penalty (veh)											1	0
Storage Bay Dist (ft)	150			275			200			200		
Storage Blk Time (%)	3	9			0		1	6		14	0	
Queuing Penalty (veh)	10	17			0		1	9		22	0	

Intersection: 9: Twin Lakes Pkwy & Mt Ridge Rd

Movement
Directions Served
Maximum Queue (ft)
Average Queue (ft)
95th Queue (ft)
Link Distance (ft)
Upstream Blk Time (%)
Queuing Penalty (veh)
Storage Bay Dist (ft)
Storage Blk Time (%)
Queuing Penalty (veh)

Queuing and Blocking Report

2013 PM No Build - Optimized signal timings

6/14/2011

Intersection: 10: County Rd C West & Mt Ridge Rd

Movement

Directions Served
 Maximum Queue (ft)
 Average Queue (ft)
 95th Queue (ft)
 Link Distance (ft)
 Upstream Blk Time (%)
 Queuing Penalty (veh)
 Storage Bay Dist (ft)
 Storage Blk Time (%)
 Queuing Penalty (veh)

Intersection: 13: County Rd C West & Prior Ave N

Movement	EB	EB	EB	WB	WB	WB	NB	SB	SB
Directions Served	L	T	TR	L	T	T	LR	LT	R
Maximum Queue (ft)	21	71	118	28	73	81	74	30	29
Average Queue (ft)	1	18	35	3	24	30	29	4	8
95th Queue (ft)	11	56	91	17	63	74	63	19	28
Link Distance (ft)		455	455		360	360	389		
Upstream Blk Time (%)									
Queuing Penalty (veh)									
Storage Bay Dist (ft)	150			125					
Storage Blk Time (%)									
Queuing Penalty (veh)									

Intersection: 14: Twin Lakes Pkwy & Prior Ave N

Movement

Directions Served
 Maximum Queue (ft)
 Average Queue (ft)
 95th Queue (ft)
 Link Distance (ft)
 Upstream Blk Time (%)
 Queuing Penalty (veh)
 Storage Bay Dist (ft)
 Storage Blk Time (%)
 Queuing Penalty (veh)

Network Summary

Network wide Queuing Penalty: 94

SimTraffic Performance Report
2013 PM Build - Optimized signal timings

6/14/2011

1: I-35W Ramps & Cleveland Ave N/CSAH 46 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Delay / Veh (s)	45.7	47.6	15.5	32.3	27.7	3.9	26.5	19.4	17.2	25.5	33.7	19.0
Vehicles Entered	291	95	351	84	54	26	368	522	7	26	382	17

1: I-35W Ramps & Cleveland Ave N/CSAH 46 Performance by movement

Movement	All
Delay / Veh (s)	27.6
Vehicles Entered	2223

5: County Rd C West & Cleveland Ave N/CSAH 46 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Delay / Veh (s)	38.9	31.7	27.8	36.2	33.2	11.5	35.5	47.8	39.2	53.6	29.7	7.5
Vehicles Entered	180	716	144	69	432	289	155	417	107	339	318	185

5: County Rd C West & Cleveland Ave N/CSAH 46 Performance by movement

Movement	All
Delay / Veh (s)	33.6
Vehicles Entered	3351

9: Twin Lakes Pkwy & Mt Ridge Rd Performance by movement

Movement	EBL	EBT	EBR	WBL	NBL	NBT	NBR	SBR	All
Delay / Veh (s)	2.6	3.5	2.1	2.4	2.9	0.5	2.8	2.3	2.8
Vehicles Entered	7	35	26	12	141	10	119	22	372

10: County Rd C West & Mt Ridge Rd Performance by movement

Movement	EBL	EBT	WBT	WBR	SBR	All
Delay / Veh (s)	9.3	3.0	2.7	2.3	5.1	3.3
Vehicles Entered	133	1046	678	135	111	2103

12: Twin Lakes Pkwy & NW Site Access Performance by movement

Movement	EBT	EBR	WBT	NBR	All
Delay / Veh (s)	1.4	1.6	0.3	2.0	1.0
Vehicles Entered	34	93	163	33	323

13: County Rd C West & Prior Ave N Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBR	SBL	SBR	All
Delay / Veh (s)	9.4	3.6	2.3	15.1	3.9	2.4	43.9	11.8	51.6	4.9	7.9
Vehicles Entered	1	1006	19	7	782	13	20	28	154	11	2041

SimTraffic Performance Report
2013 PM Build - Optimized signal timings

6/14/2011

14: Twin Lakes Pkwy & Prior Ave N Performance by movement

Movement	EBR	NBL	NBT	All
Delay / Veh (s)	2.4	2.2	0.1	2.3
Vehicles Entered	153	12	3	168

Total Network Performance

Delay / Veh (s)	52.6
Vehicles Entered	3932

Queuing and Blocking Report
2013 PM Build - Optimized signal timings

6/14/2011

Intersection: 1: I-35W Ramps & Cleveland Ave N/CSAH 46

Movement	EB	EB	WB	WB	NB	NB	NB	SB	SB	SB
Directions Served	LT	R	LT	R	L	T	TR	L	T	TR
Maximum Queue (ft)	603	300	154	36	300	437	302	72	216	194
Average Queue (ft)	277	115	76	13	171	133	128	14	110	94
95th Queue (ft)	507	264	132	38	306	334	245	46	195	170
Link Distance (ft)	1346		154	154		528	528		778	778
Upstream Blk Time (%)			0							
Queuing Penalty (veh)			0							
Storage Bay Dist (ft)		200			175			75		
Storage Blk Time (%)	16	0			7	1		0	22	
Queuing Penalty (veh)	59	0			19	4		0	5	

Intersection: 5: County Rd C West & Cleveland Ave N/CSAH 46

Movement	EB	EB	EB	WB	WB	WB	NB	NB	NB	SB	SB	SB
Directions Served	L	T	TR	L	T	TR	L	T	TR	L	T	TR
Maximum Queue (ft)	260	406	418	116	263	312	191	304	292	325	511	387
Average Queue (ft)	109	207	242	45	130	160	86	182	184	242	187	130
95th Queue (ft)	206	332	366	98	232	291	158	265	273	368	454	271
Link Distance (ft)		1292	1292		747	747		503	503		528	528
Upstream Blk Time (%)											0	
Queuing Penalty (veh)											1	
Storage Bay Dist (ft)	150			275			200			200		
Storage Blk Time (%)	5	14			0		0	5		22	0	
Queuing Penalty (veh)	16	25			0		1	9		34	1	

Intersection: 9: Twin Lakes Pkwy & Mt Ridge Rd

Movement	EB	WB	NB	SB
Directions Served	LT	LT	LTR	R
Maximum Queue (ft)	6	21	35	18
Average Queue (ft)	0	1	6	1
95th Queue (ft)	0	9	24	13
Link Distance (ft)	229	457	498	686
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Queuing and Blocking Report
2013 PM Build - Optimized signal timings

6/14/2011

Intersection: 10: County Rd C West & Mt Ridge Rd

Movement	EB	WB	SB
Directions Served	L	TR	R
Maximum Queue (ft)	112	38	80
Average Queue (ft)	41	4	39
95th Queue (ft)	83	20	65
Link Distance (ft)		455	498
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)	150		
Storage Blk Time (%)	0		
Queuing Penalty (veh)	1		

Intersection: 12: Twin Lakes Pkwy & NW Site Access

Movement	EB	WB	NB
Directions Served	R	T	R
Maximum Queue (ft)	15	17	40
Average Queue (ft)	1	1	13
95th Queue (ft)	11	9	30
Link Distance (ft)		49	444
Upstream Blk Time (%)		0	
Queuing Penalty (veh)		0	
Storage Bay Dist (ft)	60		
Storage Blk Time (%)	0		
Queuing Penalty (veh)	0		

Intersection: 13: County Rd C West & Prior Ave N

Movement	EB	EB	EB	WB	WB	WB	NB	SB	SB
Directions Served	L	T	TR	L	T	TR	LR	LT	R
Maximum Queue (ft)	11	143	163	34	155	154	86	250	34
Average Queue (ft)	1	51	72	6	57	63	30	118	8
95th Queue (ft)	8	118	141	26	118	122	66	205	29
Link Distance (ft)		455	455		360	360	389	472	472
Upstream Blk Time (%)									
Queuing Penalty (veh)									
Storage Bay Dist (ft)	150			125					
Storage Blk Time (%)		0			0				
Queuing Penalty (veh)		0			0				

Queuing and Blocking Report
2013 PM Build - Optimized signal timings

6/14/2011

Intersection: 14: Twin Lakes Pkwy & Prior Ave N

Movement

Directions Served

Maximum Queue (ft)

Average Queue (ft)

95th Queue (ft)

Link Distance (ft)

Upstream Blk Time (%)

Queuing Penalty (veh)

Storage Bay Dist (ft)

Storage Blk Time (%)

Queuing Penalty (veh)

Network Summary

Network wide Queuing Penalty: 176

SimTraffic Performance Report
2030 PM No Build

6/14/2011

1: I-35W Ramps & Cleveland Ave N/CSAH 46 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Delay / Veh (s)	474.1	475.7	426.9	31.5	28.4	4.5	129.2	32.9	30.3	422.2	432.6	392.4
Vehicles Entered	286	213	383	35	194	8	335	611	10	15	666	19

1: I-35W Ramps & Cleveland Ave N/CSAH 46 Performance by movement

Movement	All
Delay / Veh (s)	277.1
Vehicles Entered	2775

5: County Rd C West & Cleveland Ave N/CSAH 46 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Delay / Veh (s)	514.1	167.6	143.1	56.3	53.0	30.7	47.5	83.6	66.8	112.7	32.4	13.9
Vehicles Entered	191	630	180	89	621	302	128	499	121	339	408	326

5: County Rd C West & Cleveland Ave N/CSAH 46 Performance by movement

Movement	All
Delay / Veh (s)	99.4
Vehicles Entered	3834

9: Twin Lakes Pkwy & Mt Ridge Rd Performance by movement

Movement	EBL	EBT	WBT	WBR	SBL	SBR	All
Delay / Veh (s)	7.4	8.4	3.8	2.9	9.1	8.7	7.3
Vehicles Entered	80	156	102	215	534	138	1225

10: County Rd C West & Mt Ridge Rd Performance by movement

Movement	EBT	WBT	All
Delay / Veh (s)	2.8	1.7	2.3
Vehicles Entered	1103	1017	2120

13: County Rd C West & Prior Ave N Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBR	SBL	SBT	SBR	All
Delay / Veh (s)	12.3	5.1	3.0	15.5	8.3	7.0	44.4	12.4	47.7	48.9	7.9	9.9
Vehicles Entered	53	1013	21	9	774	92	14	28	151	11	221	2387

SimTraffic Performance Report
2030 PM No Build

6/14/2011

14: Twin Lakes Pkwy & Prior Ave N Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Delay / Veh (s)	4.5	5.6	3.8	2.9	3.7	2.9	4.6	5.1	4.4	4.4	4.9	4.1
Vehicles Entered	59	311	319	31	177	75	71	22	54	164	30	70

14: Twin Lakes Pkwy & Prior Ave N Performance by movement

Movement	All
Delay / Veh (s)	4.3
Vehicles Entered	1383

19: County Rd C West & Fairview Ave Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Delay / Veh (s)	33.4	43.8	45.0	99.9	21.7	17.4	48.1	65.4	34.6	78.4	42.6	38.7
Vehicles Entered	112	984	209	162	494	102	200	602	344	234	377	62

19: County Rd C West & Fairview Ave Performance by movement

Movement	All
Delay / Veh (s)	47.1
Vehicles Entered	3882

Total Network Performance

Movement	All
Delay / Veh (s)	187.8
Vehicles Entered	7470

Queuing and Blocking Report
2030 PM No Build

6/14/2011

Intersection: 1: I-35W Ramps & Cleveland Ave N/CSAH 46

Movement	EB	EB	WB	WB	B12	B18	NB	NB	NB	SB	SB	SB
Directions Served	LT	R	LT	R	T	T	L	T	TR	L	T	TR
Maximum Queue (ft)	1381	300	228	31	61	12	300	549	592	104	812	803
Average Queue (ft)	1326	236	118	4	3	0	290	453	377	13	695	678
95th Queue (ft)	1554	400	203	20	27	9	340	644	627	60	965	946
Link Distance (ft)	1346		156	156	49	229		528	528		778	778
Upstream Blk Time (%)	34		6		1			12	5		42	31
Queuing Penalty (veh)	0		7		1			59	28		0	0
Storage Bay Dist (ft)		200					175			75		
Storage Blk Time (%)	57	5					71	3		0	80	
Queuing Penalty (veh)	252	27					227	12		0	16	

Intersection: 5: County Rd C West & Cleveland Ave N/CSAH 46

Movement	EB	EB	EB	WB	WB	WB	NB	NB	NB	SB	SB	SB
Directions Served	L	T	TR	L	T	TR	L	T	TR	L	T	TR
Maximum Queue (ft)	275	1211	1187	207	495	505	300	485	482	325	542	542
Average Queue (ft)	239	708	644	69	274	315	102	283	277	307	427	324
95th Queue (ft)	345	1476	1321	146	431	468	244	456	439	380	653	550
Link Distance (ft)		1292	1292		747	747		503	503		528	528
Upstream Blk Time (%)		24	5					4	3		11	0
Queuing Penalty (veh)		0	0					0	0		66	1
Storage Bay Dist (ft)	150			275			200			200		
Storage Blk Time (%)	71	18			6		0	34		57	1	
Queuing Penalty (veh)	244	38			6		0	44		132	5	

Intersection: 9: Twin Lakes Pkwy & Mt Ridge Rd

Movement	EB	WB	SB	SB
Directions Served	LT	LT	LT	R
Maximum Queue (ft)	144	43	258	129
Average Queue (ft)	59	6	74	11
95th Queue (ft)	113	26	163	69
Link Distance (ft)	229	457	686	
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				75
Storage Blk Time (%)			8	
Queuing Penalty (veh)			12	

Queuing and Blocking Report

2030 PM No Build

6/14/2011

Intersection: 10: County Rd C West & Mt Ridge Rd

Movement

Directions Served
 Maximum Queue (ft)
 Average Queue (ft)
 95th Queue (ft)
 Link Distance (ft)
 Upstream Blk Time (%)
 Queuing Penalty (veh)
 Storage Bay Dist (ft)
 Storage Blk Time (%)
 Queuing Penalty (veh)

Intersection: 13: County Rd C West & Prior Ave N

Movement	EB	EB	EB	WB	WB	WB	NB	SB	SB
Directions Served	L	T	TR	L	T	TR	LR	LT	R
Maximum Queue (ft)	83	227	230	33	181	214	82	240	129
Average Queue (ft)	29	69	89	6	61	79	26	123	54
95th Queue (ft)	64	160	180	23	147	174	57	205	97
Link Distance (ft)		455	455		1226	1226	388	463	
Upstream Blk Time (%)									
Queuing Penalty (veh)									
Storage Bay Dist (ft)	150			125					300
Storage Blk Time (%)		1			1			0	
Queuing Penalty (veh)		0			0			0	

Intersection: 14: Twin Lakes Pkwy & Prior Ave N

Movement	EB	EB	WB	NB	SB
Directions Served	LT	R	LTR	LTR	LTR
Maximum Queue (ft)	75	46	73	62	85
Average Queue (ft)	31	7	22	22	34
95th Queue (ft)	62	32	59	49	70
Link Distance (ft)	457		352	463	1208
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)		150			
Storage Blk Time (%)					
Queuing Penalty (veh)					

Queuing and Blocking Report
2030 PM No Build

6/14/2011

Intersection: 19: County Rd C West & Fairview Ave

Movement	EB	EB	EB	WB	WB	WB	NB	NB	NB	NB	SB	SB
Directions Served	L	T	TR	L	T	TR	L	T	T	R	L	T
Maximum Queue (ft)	145	544	606	352	255	228	300	542	613	225	409	320
Average Queue (ft)	58	354	390	149	105	128	138	262	297	167	207	145
95th Queue (ft)	109	527	564	312	198	198	248	467	531	276	407	289
Link Distance (ft)		1226	1226		2358	2358		1971	1971			1569
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	275			375			325			125	350	
Storage Blk Time (%)		14		2			0	6	42	9	6	
Queuing Penalty (veh)		17		5			0	13	144	28	11	

Intersection: 19: County Rd C West & Fairview Ave

Movement	SB
Directions Served	TR
Maximum Queue (ft)	258
Average Queue (ft)	158
95th Queue (ft)	231
Link Distance (ft)	1569
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Network Summary

Network wide Queuing Penalty: 1396

SimTraffic Performance Report
2030 PM Build

6/14/2011

1: I-35W Ramps & Cleveland Ave N/CSAH 46 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Delay / Veh (s)	834.3	844.1	798.4	32.4	31.8	3.3	225.1	55.5	49.7	233.1	227.8	215.6
Vehicles Entered	264	253	331	92	229	29	271	456	15	44	681	20

1: I-35W Ramps & Cleveland Ave N/CSAH 46 Performance by movement

Movement	All
Delay / Veh (s)	359.6
Vehicles Entered	2685

5: County Rd C West & Cleveland Ave N/CSAH 46 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Delay / Veh (s)	2342.8	1210.5	991.8	136.2	134.5	127.1	597.8	728.8	678.5	92.4	33.1	16.7
Vehicles Entered	111	427	123	109	646	298	98	380	110	331	418	349

5: County Rd C West & Cleveland Ave N/CSAH 46 Performance by movement

Movement	All
Delay / Veh (s)	432.7
Vehicles Entered	3400

9: Twin Lakes Pkwy & Mt Ridge Rd Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Delay / Veh (s)	8.7	9.2	2.2	3.4	4.3	2.9	8.6	8.4	9.0	19.1	13.5	13.6
Vehicles Entered	73	165	26	40	102	196	98	9	106	521	7	153

9: Twin Lakes Pkwy & Mt Ridge Rd Performance by movement

Movement	All
Delay / Veh (s)	11.6
Vehicles Entered	1496

10: County Rd C West & Mt Ridge Rd Performance by movement

Movement	EBL	EBT	WBT	WBR	SBR	All
Delay / Veh (s)	17.9	2.5	16.8	15.9	159.9	18.2
Vehicles Entered	91	788	968	114	104	2065

12: Twin Lakes Pkwy & NW Site Access Performance by movement

Movement	EBT	EBR	WBT	NBR	All
Delay / Veh (s)	1.5	1.5	6.9	2.3	4.3
Vehicles Entered	237	73	351	29	690

SimTraffic Performance Report
2030 PM Build

6/14/2011

13: County Rd C West & Prior Ave N Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBR	SBL	SBT	SBR	All
Delay / Veh (s)	14.0	7.7	5.8	15.2	15.8	12.8	46.2	12.3	48.1	44.1	11.1	16.5
Vehicles Entered	39	716	15	10	861	109	17	35	253	11	208	2274

14: Twin Lakes Pkwy & Prior Ave N Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Delay / Veh (s)	5.7	6.6	4.7	3.9	4.1	3.2	4.8	6.6	4.6	4.7	5.2	4.4
Vehicles Entered	49	324	418	28	195	87	75	19	53	170	23	65

14: Twin Lakes Pkwy & Prior Ave N Performance by movement

Movement	All
Delay / Veh (s)	5.0
Vehicles Entered	1506

19: County Rd C West & Fairview Ave Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Delay / Veh (s)	26.3	37.1	35.2	102.0	22.2	18.1	54.7	54.1	26.0	63.1	42.7	34.0
Vehicles Entered	87	854	187	170	559	116	231	577	336	246	367	67

19: County Rd C West & Fairview Ave Performance by movement

Movement	All
Delay / Veh (s)	41.7
Vehicles Entered	3797

Total Network Performance

Movement	All
Delay / Veh (s)	377.7
Vehicles Entered	7199

Queuing and Blocking Report
2030 PM Build

6/14/2011

Intersection: 1: I-35W Ramps & Cleveland Ave N/CSAH 46

Movement	EB	EB	WB	WB	NB	NB	NB	SB	SB	SB
Directions Served	LT	R	LT	R	L	T	TR	L	T	TR
Maximum Queue (ft)	1383	300	166	40	300	545	629	124	773	765
Average Queue (ft)	1361	249	141	12	299	531	529	40	593	571
95th Queue (ft)	1380	402	192	38	301	555	688	104	891	858
Link Distance (ft)	1346		154	154		528	528		778	778
Upstream Blk Time (%)	40		19			30	23		21	12
Queuing Penalty (veh)	0		37			154	119		0	0
Storage Bay Dist (ft)		200			175			75		
Storage Blk Time (%)	59	3			86	3		0	77	
Queuing Penalty (veh)	260	17			272	13		1	39	

Intersection: 5: County Rd C West & Cleveland Ave N/CSAH 46

Movement	EB	EB	EB	WB	WB	WB	NB	NB	NB	SB	SB	SB
Directions Served	L	T	TR	L	T	TR	L	T	TR	L	T	TR
Maximum Queue (ft)	275	1333	1322	399	810	799	300	532	538	325	541	535
Average Queue (ft)	271	1152	919	168	606	625	172	499	489	289	350	303
95th Queue (ft)	300	1664	1638	388	950	930	362	599	604	382	617	501
Link Distance (ft)		1292	1292		747	747		503	503		528	528
Upstream Blk Time (%)		64	9		16	22		57	46		8	0
Queuing Penalty (veh)		0	0		87	119		0	0		47	2
Storage Bay Dist (ft)	150			275			200			200		
Storage Blk Time (%)	95	14		3	51		1	85		43	2	
Queuing Penalty (veh)	357	30		10	56		2	110		95	10	

Intersection: 9: Twin Lakes Pkwy & Mt Ridge Rd

Movement	EB	WB	WB	NB	SB	SB
Directions Served	LT	LT	R	LTR	LT	R
Maximum Queue (ft)	150	57	6	128	499	150
Average Queue (ft)	59	13	0	46	142	37
95th Queue (ft)	122	41	4	96	376	136
Link Distance (ft)	229	457	457	498	686	
Upstream Blk Time (%)					1	
Queuing Penalty (veh)					0	
Storage Bay Dist (ft)					75	
Storage Blk Time (%)					24	
Queuing Penalty (veh)					37	

Queuing and Blocking Report

2030 PM Build

6/14/2011

Intersection: 10: County Rd C West & Mt Ridge Rd

Movement	EB	WB	WB	SB
Directions Served	L	T	TR	R
Maximum Queue (ft)	139	351	359	288
Average Queue (ft)	43	123	135	128
95th Queue (ft)	101	375	394	346
Link Distance (ft)		455	455	498
Upstream Blk Time (%)		1	2	2
Queuing Penalty (veh)		7	9	1
Storage Bay Dist (ft)	150			
Storage Blk Time (%)	0			
Queuing Penalty (veh)	2			

Intersection: 12: Twin Lakes Pkwy & NW Site Access

Movement	WB	B18	NB
Directions Served	T	T	R
Maximum Queue (ft)	118	147	40
Average Queue (ft)	45	20	13
95th Queue (ft)	127	108	32
Link Distance (ft)	49	229	444
Upstream Blk Time (%)	15	1	
Queuing Penalty (veh)	28	3	
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 13: County Rd C West & Prior Ave N

Movement	EB	EB	EB	WB	WB	WB	NB	SB	SB
Directions Served	L	T	TR	L	T	TR	LR	LT	R
Maximum Queue (ft)	84	202	229	32	335	342	97	403	194
Average Queue (ft)	21	70	92	6	122	144	31	196	64
95th Queue (ft)	58	164	198	24	274	300	72	330	139
Link Distance (ft)		455	455		1226	1226	388	463	
Upstream Blk Time (%)								0	
Queuing Penalty (veh)								1	
Storage Bay Dist (ft)	150			125					300
Storage Blk Time (%)	0	1			6			2	
Queuing Penalty (veh)	0	0			1			3	

Queuing and Blocking Report

2030 PM Build

6/14/2011

Intersection: 14: Twin Lakes Pkwy & Prior Ave N

Movement	EB	EB	WB	NB	SB
Directions Served	LT	R	LTR	LTR	LTR
Maximum Queue (ft)	101	48	104	70	89
Average Queue (ft)	32	6	25	23	36
95th Queue (ft)	74	32	72	51	77
Link Distance (ft)	457		352	463	1208
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)		150			
Storage Blk Time (%)	0				
Queuing Penalty (veh)	0				

Intersection: 19: County Rd C West & Fairview Ave

Movement	EB	EB	EB	WB	WB	WB	NB	NB	NB	NB	SB	SB
Directions Served	L	T	TR	L	T	TR	L	T	T	R	L	T
Maximum Queue (ft)	192	501	546	308	250	267	355	420	475	225	404	230
Average Queue (ft)	52	285	328	159	120	146	162	213	238	157	195	129
95th Queue (ft)	126	455	495	307	213	239	313	343	393	268	344	213
Link Distance (ft)		1226	1226		2358	2358		1971	1971			1569
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	275			375			325			125	350	
Storage Blk Time (%)		8		0			3	1	34	8	2	
Queuing Penalty (veh)		9		1			10	2	115	24	4	

Intersection: 19: County Rd C West & Fairview Ave

Movement	SB
Directions Served	TR
Maximum Queue (ft)	250
Average Queue (ft)	154
95th Queue (ft)	238
Link Distance (ft)	1569
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Network Summary

Network wide Queuing Penalty: 2093

SimTraffic Performance Report
2030 PM Build with all AUAR recs

6/14/2011

1: I-35W Ramps & Cleveland Ave N/CSAH 46 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Delay / Veh (s)	50.9	38.4	34.7	53.6	44.9	29.7	29.2	27.3	6.7	113.1	128.4	76.4
Vehicles Entered	342	334	439	101	247	31	362	623	19	45	685	20

1: I-35W Ramps & Cleveland Ave N/CSAH 46 Performance by movement

Movement	All
Delay / Veh (s)	56.9
Vehicles Entered	3248

5: County Rd C West & Cleveland Ave N/CSAH 46 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Delay / Veh (s)	122.0	49.8	42.7	207.4	43.8	6.5	39.2	57.1	47.6	110.3	28.4	12.8
Vehicles Entered	201	743	201	111	662	305	129	494	150	374	464	399

5: County Rd C West & Cleveland Ave N/CSAH 46 Performance by movement

Movement	All
Delay / Veh (s)	52.7
Vehicles Entered	4233

9: Twin Lakes Pkwy & Mt Ridge Rd Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Delay / Veh (s)	15.6	18.6	2.5	3.7	4.5	3.0	13.1	9.7	11.9	23.8	28.7	16.3
Vehicles Entered	90	206	32	41	101	200	128	11	132	523	9	149

9: Twin Lakes Pkwy & Mt Ridge Rd Performance by movement

Movement	All
Delay / Veh (s)	15.4
Vehicles Entered	1622

10: County Rd C West & Mt Ridge Rd Performance by movement

Movement	EBL	EBT	WBT	WBR	SBR	All
Delay / Veh (s)	16.6	3.3	3.9	3.0	11.0	4.6
Vehicles Entered	146	1143	962	116	115	2482

12: Twin Lakes Pkwy & NW Site Access Performance by movement

Movement	EBT	EBR	WBT	NBR	All
Delay / Veh (s)	1.8	1.9	0.6	2.8	1.3
Vehicles Entered	302	92	378	28	800

SimTraffic Performance Report
2030 PM Build with all AUAR recs

6/14/2011

13: County Rd C West & Prior Ave N Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBR	SBL	SBT	SBR	All
Delay / Veh (s)	17.1	9.4	7.5	18.8	14.1	13.0	38.7	13.4	44.9	44.7	10.1	15.3
Vehicles Entered	58	1040	20	11	841	109	16	34	268	13	218	2628

14: Twin Lakes Pkwy & Prior Ave N Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Delay / Veh (s)	5.8	7.0	5.1	3.6	3.9	3.1	5.3	5.6	4.9	4.5	5.1	4.4
Vehicles Entered	58	356	447	27	188	86	85	20	61	170	24	66

14: Twin Lakes Pkwy & Prior Ave N Performance by movement

Movement	All
Delay / Veh (s)	5.2
Vehicles Entered	1588

19: County Rd C West & Fairview Ave Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Delay / Veh (s)	29.3	42.3	45.8	471.7	36.1	17.4	118.1	67.3	38.5	164.4	46.9	38.2
Vehicles Entered	113	1109	243	172	556	121	231	574	336	247	367	65

19: County Rd C West & Fairview Ave Performance by movement

Movement	All
Delay / Veh (s)	72.0
Vehicles Entered	4134

Total Network Performance

Movement	All
Delay / Veh (s)	101.1
Vehicles Entered	8131

Queuing and Blocking Report
2030 PM Build with all AUAR recs

6/14/2011

Intersection: 1: I-35W Ramps & Cleveland Ave N/CSAH 46

Movement	EB	EB	EB	EB	WB	WB	WB	NB	NB	NB	NB	NB
Directions Served	L	T	T	R	L	T	TR	L	L	T	T	R
Maximum Queue (ft)	484	325	464	297	170	206	145	175	241	348	299	70
Average Queue (ft)	245	129	141	189	73	94	92	84	108	172	182	6
95th Queue (ft)	427	244	406	320	148	166	141	149	189	290	274	47
Link Distance (ft)	1340	1340	1340		138	138	138			509	509	
Upstream Blk Time (%)					5	3	1			0		
Queuing Penalty (veh)					6	3	2			0		
Storage Bay Dist (ft)				200				175	175			175
Storage Blk Time (%)			0	12				0	0	5	7	
Queuing Penalty (veh)			2	20				0	1	17	1	

Intersection: 1: I-35W Ramps & Cleveland Ave N/CSAH 46

Movement	SB	SB	SB
Directions Served	L	T	TR
Maximum Queue (ft)	334	733	709
Average Queue (ft)	73	416	349
95th Queue (ft)	276	801	669
Link Distance (ft)		772	772
Upstream Blk Time (%)		12	2
Queuing Penalty (veh)		0	0
Storage Bay Dist (ft)	300		
Storage Blk Time (%)		36	
Queuing Penalty (veh)		18	

Queuing and Blocking Report
2030 PM Build with all AUAR recs

6/14/2011

Intersection: 5: County Rd C West & Cleveland Ave N/CSAH 46

Movement	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB	SB	SB
Directions Served	L	T	TR	L	T	T	R	L	T	TR	L	T
Maximum Queue (ft)	275	639	590	342	426	412	35	263	419	443	325	529
Average Queue (ft)	207	373	368	172	221	222	1	88	239	244	305	433
95th Queue (ft)	334	626	576	358	410	403	26	191	378	376	391	675
Link Distance (ft)		1287	1287		742	742			503	503		509
Upstream Blk Time (%)									0	0		19
Queuing Penalty (veh)									0	0		119
Storage Bay Dist (ft)	150			275			300	200			200	
Storage Blk Time (%)	44	29		15	1	1		0	19		61	2
Queuing Penalty (veh)	167	62		50	1	3		0	25		134	6

Intersection: 5: County Rd C West & Cleveland Ave N/CSAH 46

Movement	SB
Directions Served	TR
Maximum Queue (ft)	553
Average Queue (ft)	299
95th Queue (ft)	536
Link Distance (ft)	509
Upstream Blk Time (%)	0
Queuing Penalty (veh)	2
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 9: Twin Lakes Pkwy & Mt Ridge Rd

Movement	EB	EB	B18	WB	NB	SB	SB
Directions Served	LT	R	T	LT	LTR	LT	R
Maximum Queue (ft)	266	61	25	55	199	535	150
Average Queue (ft)	114	4	1	16	64	175	55
95th Queue (ft)	213	49	20	44	142	450	165
Link Distance (ft)	229	229	49	457	498	686	
Upstream Blk Time (%)	2	0	0			2	
Queuing Penalty (veh)	3	0	1			0	
Storage Bay Dist (ft)							75
Storage Blk Time (%)						32	0
Queuing Penalty (veh)						49	0

Queuing and Blocking Report
2030 PM Build with all AUAR recs

6/14/2011

Intersection: 10: County Rd C West & Mt Ridge Rd

Movement	EB	WB	SB
Directions Served	L	TR	R
Maximum Queue (ft)	160	34	129
Average Queue (ft)	61	4	46
95th Queue (ft)	117	24	90
Link Distance (ft)		455	498
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)	150		
Storage Blk Time (%)	0		
Queuing Penalty (veh)	2		

Intersection: 12: Twin Lakes Pkwy & NW Site Access

Movement	EB	EB	WB	WB	B18	NB
Directions Served	T	R	T	T	T	R
Maximum Queue (ft)	10	17	31	27	22	40
Average Queue (ft)	0	1	2	1	1	12
95th Queue (ft)	7	12	23	12	17	31
Link Distance (ft)	138		49	49	229	444
Upstream Blk Time (%)			0	0		
Queuing Penalty (veh)			1	0		
Storage Bay Dist (ft)		60				
Storage Blk Time (%)						
Queuing Penalty (veh)						

Intersection: 13: County Rd C West & Prior Ave N

Movement	EB	EB	EB	WB	WB	WB	NB	SB	SB
Directions Served	L	T	TR	L	T	TR	LR	LT	R
Maximum Queue (ft)	113	299	322	31	274	296	74	425	192
Average Queue (ft)	32	112	136	8	107	140	28	205	64
95th Queue (ft)	79	222	248	27	219	250	60	333	131
Link Distance (ft)		455	455		1226	1226	388	463	
Upstream Blk Time (%)								0	
Queuing Penalty (veh)								2	
Storage Bay Dist (ft)	150			125					300
Storage Blk Time (%)		3			4			1	
Queuing Penalty (veh)		2			0			3	

Queuing and Blocking Report

2030 PM Build with all AUAR recs

6/14/2011

Intersection: 14: Twin Lakes Pkwy & Prior Ave N

Movement	EB	EB	WB	NB	SB
Directions Served	LT	R	LTR	LTR	LTR
Maximum Queue (ft)	93	52	79	61	92
Average Queue (ft)	33	6	27	27	37
95th Queue (ft)	70	30	66	53	75
Link Distance (ft)	457		352	463	1208
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)		150			
Storage Blk Time (%)					
Queuing Penalty (veh)					

Intersection: 19: County Rd C West & Fairview Ave

Movement	EB	EB	EB	WB	WB	WB	NB	NB	NB	NB	SB	SB
Directions Served	L	T	TR	L	T	TR	L	T	T	R	L	T
Maximum Queue (ft)	317	591	626	537	1025	885	442	513	558	225	529	584
Average Queue (ft)	66	386	433	409	443	343	252	263	292	176	336	196
95th Queue (ft)	181	536	579	693	1332	909	465	512	539	275	622	496
Link Distance (ft)		1226	1226		2358	2358		1971	1971			1569
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	275			375			325			125	350	
Storage Blk Time (%)		15		51			15	5	40	15	31	
Queuing Penalty (veh)		18		142			43	12	137	43	57	

Intersection: 19: County Rd C West & Fairview Ave

Movement	SB
Directions Served	TR
Maximum Queue (ft)	441
Average Queue (ft)	183
95th Queue (ft)	361
Link Distance (ft)	1569
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Network Summary

Network wide Queuing Penalty: 1155

MEMORANDUM

TO: Deb Bloom, P.E., Assistant Public Works Director/City Engineer
City of Roseville

FROM: Craig Vaughn, PE, PTOE, Senior Associate
Matthew Pacyna, PE, Senior Engineer

DATE: November 30, 2011

SUBJECT: REVIEW OF TRAFFIC IMPACT ANALYSIS FOR WALMART (STORE #3404-05)
ROSEVILLE, MN

As requested, we have completed a review of the Traffic Impact Analysis (TIA) that was completed in July 2011 by Kimley-Horn and Associates. This review document is broken up into three sections in order to guide you through our findings, conclusions and recommendations (General Review of the Walmart TIA, Recommended TIA Modifications and Additional Information Required, and Recommended Roadway Improvements).

GENERAL REVIEW OF THE WALMART TRAFFIC IMPACT ANALYSIS

Traffic Volume Comparison

- The existing year 2011 turning movement counts collected as part of the TIA (shown in Figure 4 of the study) were compared to historical year 2006 turning movement counts previously collected at the same study intersections. The differences between the historical and updated traffic counts are summarized below:
 - o Northbound I-35W off-ramp to Cleveland Avenue
 - Approximate 20 percent reduction in volume from the year 2006 counts
 - A review of other historical ramp volume data attained from MnDOT indicates that ramp volumes appear to fluctuate daily and by time of year at this location
 - o Southbound Cleveland Avenue (between Twin Lakes Parkway and County Road C)
 - Approximate 10 percent reduction in volume from the year 2006 counts
 - o Southbound Cleveland Avenue (south of County Road C)
 - Approximate 10-15 percent reduction in volume from the year 2006 counts

- o Westbound County Road C
 - Approximate 10-20 percent increase in volume from the year 2006 counts
- o Eastbound County Road C (west of Cleveland Avenue)
 - Approximate five percent increase from the year 2006 counts

In general, the turning movement counts reflect current market conditions and account for recent area transportation improvements (Twin Lakes Parkway).

Trip Generation and Forecasts

- Page 8 of the TIA documents the pass-by trip and internal capture reduction factors used for each of the development scenarios (Short-term: Walmart only; Long-term: Walmart with restaurants). The pass-by reduction for the Walmart is 28 percent while the pass-by reduction for the outparcel restaurants is 43 percent. The internal capture rate between the Walmart and the two restaurants is 20 percent. Based on data in the ITE Trip Generation Handbook, these pass-by trip and internal capture reduction factors are appropriate. It should be noted that the pass-by reduction factor does not reduce the trip generation of the subject development but rather draws the trip(s) to the site from the already existing pool of background traffic on the adjacent street system.
- Tables 1 and 2 (Trip Generation for P.M. Peak Hour and Trip Generation with Outlots for P.M. Peak Hour) in the TIA document the trip generation estimates used for the analysis. The trip generation estimates presented are correct.
- A one-half percent (0.5%) yearly growth rate was used to account for background growth in the area for year 2013 conditions (year of opening), which is reasonable based on historical area growth patterns.
- The TIA states that the long-term forecasts (year 2030) were developed based on the *Twin Lakes AUAR Update Technical Memorandum - Traffic, Air and Noise Analysis* and the *Infrastructure Improvements for the Twin Lakes AUAR Area Final Report*. However, there is not a clear explanation of what volume set was used as the base prior to reduction, what the reduction amount was or how it was distributed through the network to arrive at the final answer presented in Figure 6 – 2030 No Build Turning Movement Volumes.
 - o It should be noted that based on our review of the information provided in Figure 6 and our own deduction of what may have been done, it appears that a marginal increase or decrease in these volumes would not significantly alter the conclusions presented herein.
 - o The applicant should clarify and explain what volume set was used as the base prior to reduction, what the reduction amount was or how it was distributed through the network to arrive at the final answer presented in Figure 6 – 2030 No Build Turning Movement Volumes.

Directional Distribution

- There are two directional distributions proposed for the site based on the existing and year 2030 transportation networks. The main transportation network difference between existing and year 2030 conditions is the completion of Twin Lakes Parkway from Prior Avenue to Fairview Avenue.
 - o Review of the directional distribution percentages presented in the TIA compared to the directional distribution developed as part of the Twin Lakes AUAR Update indicates discrepancies between the two. While these discrepancies may not impact the overall operation of the adjacent roadway network and/or the need for specific improvements, they do impact the broader understanding of the how the adjacent roadway system will operate under future conditions (year 2030).
 - Under year 2030 conditions the amount of traffic distributed to Twin Lakes Parkway east of Prior Avenue is not in accordance with the Twin Lakes AUAR distribution for this parcel. The TIA states nine percent and the Twin Lakes AUAR generalized distribution percentages indicate upwards of 18 percent. The TIA distribution should be modified to be consistent.
 - Another anomaly is at the County Road C and Cleveland Avenue intersection. There appears to be an even distribution between the southbound right-turn (15 percent) and the westbound through (15 percent) movements. However, further review indicates these percentages should be more consistent with other movements at this intersection accessing the adjacent transportation network (i.e. approximately 10 percent to the southbound right-turn and approximately 20 percent to the westbound through movement). Making this change may have an impact on the westbound through queue at this location. The TIA distribution should be modified to be consistent.

Operations/Capacity

General Comments on Synchro/SimTraffic Models

- The Synchro models do not include the I-35W southbound on-ramp from westbound County Road C.
 - o This ramp has a significant impact to the upstream traffic flow at the County Road C and Cleveland Avenue intersection as vehicles begin to align themselves east of Cleveland Avenue.
 - With the addition of this ramp in the Synchro model, the westbound through lane utilization tends to shift more towards the shared through/right-turn lane
 - Adding this intersection to the model will increase the potential for queues to extend back to the proposed 3/4 site access along County Road C (approximately 715-800 feet east of Cleveland Avenue).
 - The applicant should include this intersection in their analysis and review. Traffic volumes for this intersection can be used from the AUAR documentation and adjusted to fit with the year 2011 turning movement volumes collected.

- The applicant should show the maximum westbound queue at the County Road C and Cleveland Avenue intersection for each scenario to explicitly clarify any impacts to the proposed access along County Road C. Specifically the westbound through/right-turn lane queue information.
- Consider applying the link-OD function for the southbound right-turn movement at the County Road C and Cleveland intersection. Currently, there is a proportion of the volume for this movement that comes from the northbound I-35W off-ramp. In theory, no vehicles make this move because of the loop ramp to westbound County Road C.
 - o Please note however that this modification would have minimal affect on how this movement operates and is not critical to correct.

Year 2011 Existing Operations

- The “2011 Existing Operations” section of the TIA (page 23, first bullet) indicates an eastbound through delay of approximately 99 seconds at the intersection of Cleveland Avenue and Twin Lakes Parkway. Independent analysis of this condition resulted in an eastbound through delay of approximately 55 seconds. This variation demonstrates that this movement fluctuates with variability in vehicle arrivals and should be considered a LOS E.
- All other existing condition operations analysis results appear reasonable given the current conditions.

Year 2013 No Build Operations

- All analysis and observations are reasonable.

Year 2013 Build Operations

- As noted in the general comments preceding this section, if the ramp to southbound I-35W from westbound County Road C were included in the traffic model the queuing results for the westbound approach to Cleveland Avenue along County Road C would be different. Independent analysis of this condition resulted in an average and 95th percentile westbound through queue of approximately 250 feet and 465 feet, respectively. The submitted TIA indicates queues of approximately 160 feet and 290 feet, respectively.
 - o The existing access along County Road C is approximately 550 feet east of Cleveland Avenue. However, the proposed Walmart 3/4 site access is approximately 175 feet further east of the existing opening (total of approximately 725 feet from Cleveland Avenue), which based on the independent queue results above would not be impacted at this stage of the development.
- The proposed Walmart right-in/right-out access along Twin Lakes Parkway is located approximately 300 feet east of Cleveland Avenue and includes a dedicated right-turn lane. This location reduces concern over its proximity to Cleveland Avenue and would not be considered a deficient design from a traffic operations perspective. In addition, independent analysis confirms acceptable operations at this location.

- The optimized signal timing included as part of the year 2013 no build condition and again under year 2013 build conditions is necessary to help mitigate and manage queuing issues.

Year 2030 No Build Operations

- The year 2030 no build condition (without the Walmart site developed) results as presented in the TIA do not provide any useable information to compare this condition to the year 2030 build condition (with the Walmart site developed). The TIA conducted the year 2030 no build condition analysis without any of the AUAR recommended improvements in place, which results in poor levels of service and significant queuing throughout the network.
- The applicant should run the year 2030 no build operations analysis with the identified improvements from the *Infrastructure Improvements for the Twin Lakes AUAR Area Final Report* prior to adding on the Walmart development traffic.

Year 2030 Build Operations

- Again, the order of the operations analysis presented in the TIA makes determining the impact of the Walmart under build conditions difficult.

Year 2030 Build Operations with Twin Lakes AUAR Improvements

- The improvements identified in this report are consistent with the Twin Lakes AUAR.
- The northbound left-turn movement at the intersection of Cleveland Avenue and Twin Lakes Parkway was modeled with protective-permissive left-turn phasing as part of the TIA. This left-turn phasing is not typically recommended with a dual left-turn lane configuration for safety reasons; nor was this type of phasing recommended as part of the Twin Lakes AUAR documentation.
 - o Operating this movement with protected only phasing should not result in an unacceptable condition.
- An independent analysis of the year 2030 build condition with improvements in place was conducted to determine how the westbound approach would operate at the Cleveland Avenue and County Road C intersection. This independent review included the ramp to southbound I-35W from westbound County Road C in order to understand how vehicles may align themselves east of Cleveland Avenue. Results of this analysis indicate an average and 95th percentile westbound through queue of approximately 300 feet and 600 feet, respectively.
 - o It must be noted that this condition takes into account a new westbound right-turn lane at the intersection of Cleveland Avenue and County Road C, with 300 feet of storage space. While the queues in the through lane average the right-turn lane storage capacity and exceed it based on the 95th percentile, without the right-turn lane in place operation of this approach would be drastically different and significantly deficient.
 - o The proposed Walmart 3/4 site access along County Road C is expected to operate acceptably with no queuing issues.

- The proposed Walmart right-in/right-out access along Twin Lakes Parkway is expected to operate acceptably with no queuing issues under this condition.

Access Alternatives

SRF completed a review of alternative access scenarios to determine if fewer access locations would be sufficient, negatively impact, or provide improved network operations. Based on an operations analysis of varying access scenarios, the following conclusions are offered:

- The proposed right-in/right-out access along Twin Lakes Parkway, east of Cleveland Avenue is expected to operate acceptably with no queuing issues.
 - Based on discussions with City staff, this intersection was moved further east than previously proposed. This shift provides sufficient distance from Cleveland Avenue and will have minimal impact to the Cleveland Avenue and Twin Lakes Parkway intersection.
 - A review of the operations analysis without the right-in/right-out access was completed to determine how the roundabout at the Twin Lakes Parkway and Mount Ridge Road intersection would operate.
 - Based on this analysis, removal of the right-in/right-out access would not have a significant impact to the operations of the adjacent roundabout under either year 2013 or 2030 conditions.
 - As noted in the TIA, removal of the right-in/right-out access would increase on-site circulation with development of the two outlots located on the western edge of the parcel. The northern most parking area abutting Twin Lakes Parkway could be removed to develop an exclusive circulation aisle to accommodate this increased on-site circulation if the right-in/right-out were not constructed.
- The proposed Walmart 3/4 site access along County Road C, east of Cleveland Avenue, is expected to operate acceptably with no queuing issues (located approximately 725 feet from Cleveland Avenue).
 - Based on review of the 3/4 access operations analysis, there is no negative impact to providing it from a network operations perspective.
 - Since there will be modification along County Road C to provide this access, consider extending the westbound left-turn lane at the County Road C and Cleveland Avenue intersection to approximately 375 feet to minimize future queuing issues.

RECOMMENDED TIA MODIFICATIONS AND ADDITIONAL INFORMATION REQUIRED FROM APPLICANT

Trip Generation and Forecasts

- The applicant should clarify and explain what volume set was used as the base prior to reduction, what the reduction amount was or how it was distributed through the network under year 2030 conditions. The TIA states that the long-term forecasts for year 2030 were developed based on the *Twin Lakes AUAR Update Technical Memorandum - Traffic, Air and Noise Analysis and the Infrastructure Improvements for the Twin Lakes AUAR*

Area Final Report. However, there is not a clear explanation of what volume set was used as the base prior to reduction, what the reduction amount was or how it was distributed through the network to arrive at the final answer presented in Figure 6 – 2030 No Build Turning Movement Volumes.

Directional Distribution

- Modify directional distribution as noted in the following:
 - o Under year 2030 conditions the amount of traffic distributed to Twin Lakes Parkway east of Prior Avenue is not in accordance with the Twin Lakes AUAR distribution for this parcel. The TIA states nine percent and the Twin Lakes AUAR generalized distribution percentages indicate upwards of 18 percent. The TIA distribution should be modified to be consistent.
 - o Another anomaly is at the County Road C and Cleveland Avenue intersection. There appears to be an even distribution between the southbound right-turn (15 percent) and the westbound through (15 percent) movements. However, further review indicates these percentages should be more consistent with other movements at this intersection accessing the adjacent transportation network (i.e. approximately 10 percent to the southbound right-turn and approximately 20 percent to the westbound through movement). Making this change may have an impact on the westbound through queue at this location. The TIA distribution should be modified to be consistent.

Operations/Capacity

General Comments on Synchro/SimTraffic Models

- The applicant should include the I-35W southbound on-ramp from westbound County Road C in their analysis and review. Traffic volumes for this intersection can be used from the AUAR documentation and adjusted to fit with the year 2011 turning movement volumes collected.
- The applicant should show the maximum westbound queue at the County Road C and Cleveland Avenue intersection for each scenario to explicitly clarify any impacts to the proposed access along County Road C. Specifically the westbound through/right-turn lane queue information.
- Apply the link-OD function for the southbound right-turn movement at the County Road C and Cleveland intersection.

Year 2030 No Build Operations

- The applicant should run the year 2030 no build operations analysis with the identified improvements from the *Infrastructure Improvements for the Twin Lakes AUAR Area Final Report* prior to adding on the Walmart development traffic. This would provide a comparable year 2030 condition with and without the Walmart site developed.

Year 2030 Build Operations with Twin Lakes AUAR Improvements

- If the applicant intends for the northbound left-turn movement at the intersection of Cleveland Avenue and Twin Lakes Parkway to operate with protective-permissive left-turn phasing as a dual left-turn lane, approval and coordination with Ramsey County and MnDOT is needed. Otherwise this should be operated and modeled as a protected only phase.

RECOMMENDED ROADWAY IMPROVEMENTS

- The proposed Walmart right-in/right-out access along Twin Lakes Parkway is located approximately 300 feet east of Cleveland Avenue and includes a dedicated right-turn lane. This location reduces concern over its proximity to Cleveland Avenue and would not be considered a deficient design from a traffic operations perspective.
- The proposed Walmart 3/4 site access along County Road C operates acceptably and provides benefit to the adjacent roadway network.
- The westbound left-turn lane at the County Road C and Cleveland Avenue intersection should be extended to approximately 375 feet to minimize future queuing issues. This can be done as part of the modification along County Road C to provide the 3/4 access.
- The westbound right-turn lane at the Cleveland Avenue and County Road C intersection should be constructed at the time the Walmart site is initially developed. While the results indicate the queues do not extend back to the proposed Walmart 3/4 site access they are relatively significant and would be mitigated with the inclusion of the westbound right-turn lane.
- A northbound right-turn lane at the intersection of Cleveland Avenue and Twin Lakes Parkway should be constructed at the time the Walmart site is initially developed. This turn lane is not needed due to deficient operations, but will improve the safety and efficiency of this intersection.

H:\Projects\7561\Report\111130_Twin Lakes Walmart TIA Review_city comments_Rev2.doc

SRF No. 0117561

MEMORANDUM

TO: Deb Bloom, P.E., Assistant Public Works Director/City Engineer
City of Roseville

FROM: Craig Vaughn, PE, PTOE, Senior Associate
Matthew Pacyna, PE, Associate

DATE: April 23, 2012

SUBJECT: ADDENDUM - TRAFFIC IMPACT ANALYSIS FOR WALMART (STORE #3404-05)

As requested, we have completed a supplemental traffic operations analysis in conjunction with the Traffic Impact Analysis (TIA) that was completed in July 2011 by Kimley-Horn and Associates for the proposed Walmart (Store #3404-05). The purpose of this addendum is to review the proposed Walmart (Store #3404-05) under future conditions independent of any other additional development that may occur adjacent to the parcel being developed. The parcel proposed for development does include two out parcels in addition to the Walmart Store. This current review includes the previous analysis completed by Kimley-Horn with respect to potential queuing impacts to the I-35W mainline and year 2018 build conditions, including the restaurant outlots. The following sections summarize the results of this analysis.

TRAFFIC OPERATIONS

The previous analysis, completed by Kimley-Horn and Associates, included an analysis of year 2013 and year 2030 no build and build conditions. Descriptions of these scenarios and results of the traffic operations analysis are described in the following sections and summarized in Table 1.

It should be noted that the review included herein focuses on the intersections of Cleveland Avenue/Twin Lakes Parkway/I-35W and Cleveland Avenue/County Road C. It has already been determined that impacts to other adjacent intersections are minimal, relative to the proposed development (impacts outlined in the *Review of Traffic Impact Analysis for Walmart (Store #3404-05)* technical memorandum prepared by SRF Consulting Group, November 11, 2011). Furthermore, the key intersections are all expected to operate with acceptable level of service grades (LOS D or better). Therefore, the 95th percentile queues are provided and discussed to assess issues and needs.

Year 2013 Analysis

- The Kimley-Horn traffic analysis of year 2013 conditions included a no build scenario that reviewed how the adjacent roadway system would operate with background traffic growth only (0.5 percent growth per year) and no Walmart or outlots development.
- Kimley-Horn's analysis results of the **year 2013 no build conditions** show the queuing issues that can be expected under this condition. The 95th percentile queues were observed to extend beyond the turn lane storage or block access to adjacent lanes at the following locations:
 - o Cleveland Avenue/County Road C southbound left
 - o Cleveland Avenue/County Road C northbound left
 - o Cleveland Avenue/County Road C eastbound left
 - o Cleveland Avenue/Twin Lakes Parkway/I-35W northbound left
 - o Cleveland Avenue/Twin Lakes Parkway/I-35W southbound left
 - o Cleveland Avenue/Twin Lakes Parkway/I-35W eastbound right *
 - * The queues associated with this intersection, and specifically this approach, are critical due to their interaction with the I-35W mainline and collector-distributor roadway. The **critical distance is measured** back from the intersection **to the painted ramp gore split** for westbound County Road C and access to Cleveland Avenue. This distance is **approximately 450 feet**.
 - The year 2013 no build condition eastbound queue was reported to be 306 feet (approximately 310 feet). This queue is lower than the critical queue distance.
- Kimley-Horn's analysis results of the **year 2013 build conditions**, which includes only trips associated with the Walmart and not the two proposed outlots, indicate that the queuing issues reported under no build conditions will grow as additional development traffic is added to the system.
 - o The **eastbound queue** at the Cleveland Avenue/Twin Lakes Parkway/I-35W intersection **is expected to be 507 feet** (approximately 510 feet). **This queue is greater than the critical queue distance.**
 - This queue will extend beyond the painted ramp gore split by approximately 60 feet (two to three vehicles).
 - Although the roadway width along the northbound I-35W off-ramp is approximately 24 feet in this area, freeway operations are such that vehicles should not be allowed or encouraged to pass one another on an off-ramp. **MnDOT and FHWA would prefer to mitigate any queuing beyond the painted ramp gore split location.**
 - It should be noted that based on SRF's analysis of the same location, the 95th percentile queue is expected to be approximately 485 feet.
 - o The northbound queues at the Cleveland Avenue/Twin Lakes Parkway/I-35W intersection will increase as well. Although these queues already extend beyond the available existing storage, the proposed development will exacerbate this condition.

- o It was noted as part of the *Review of Traffic Impact Analysis for Walmart (Store #3404-05)* technical memorandum prepared by SRF Consulting Group, November 11, 2011 that the Kimley-Horn traffic analysis did not include the I-35W southbound on-ramp from westbound County Road C. This ramp has a significant impact on the upstream traffic flow at the Cleveland Avenue/County Road C intersection as vehicles begin to align themselves east of Cleveland Avenue.
- o SRF conducted an independent year 2013 build condition analysis, which includes only trips associated with the Walmart and not the two proposed outlots. The results of this analysis confirmed the Kimley-Horn analysis results, with the exception of the westbound approach at the Cleveland Avenue/County Road C intersection. The queues for this approach increase significantly with the I-35W southbound on-ramp from westbound County Road C taken into account (see Table 1). It should also be noted the SRF analysis results track slightly lower than the Kimley-Horn results, yet are comparable (i.e., eastbound queue at Cleveland Avenue/Twin Lakes Parkway/I-35W intersection of 507 feet versus 485 feet – similar).

Year 2018 Analysis

Based on discussions with City, MnDOT and FHWA staff, there are concerns the queuing issue identified on the northbound I-35W off-ramp will worsen as adjacent development occurs and area traffic volumes increase. Therefore, year 2018 analyses were completed to determine how the area intersections can be expected to operate. All signal timing was optimized as necessary to accommodate the additional volume from year 2013 conditions to year 2018 conditions.

Year 2018 no build conditions

(no Walmart site development, only 0.5 percent background traffic growth)

- Results of the **year 2018 no build condition** analysis indicate that the **eastbound queue** at the Cleveland Avenue/Twin Lakes Parkway/I-35W intersection is expected to be 390 feet, which is **less than the 450 foot critical queue distance**.

Year 2018 build conditions (1)

(Walmart development, outlots not included, 0.5 percent background traffic growth)

- Results of the **year 2018 build condition (1)** analysis indicate that the **eastbound queue** at the Cleveland Avenue/Twin Lakes Parkway/I-35W intersection **is expected to be 545 feet**, which is **greater than the 450 foot critical queue distance**.

Year 2018 build conditions (2)

(Walmart development, outlots included, 0.5 percent background traffic growth)

- Results of the **year 2018 build condition (2)** analysis indicate that the **eastbound queue** at the Cleveland Avenue/Twin Lakes Parkway/I-35W intersection **is expected to be 465 feet**, which is **greater than the 450 foot critical queue distance**. The modeling results for this scenario indicate a reduction in the eastbound queues. This appears to be model fluctuation and not a distinct improvement under this condition.
- All other queues discussed to this point, besides the eastbound queue at the Cleveland Avenue/Twin Lakes Parkway/I-35W intersection, will increase with the additional traffic taken into consideration and no additional mitigation beyond signal timing improvements under each condition.

February 24, 2012

Thomas Paschke, City Planner
City of Roseville
2660 Civic Center Dr.
Roseville, MN 55113

SUBJECT: Twin Lakes 2nd Addition
MnDOT Review # P12-004
NE Quad of County Rd C & I-35W
Roseville, Ramsey County
Control Section 6284

Dear Mr. Paschke:

Thank you for the opportunity to review the Plat Review for the Twin Lakes 2nd Addition. Please address the following comments before any further development:

Water Resources: The proposed development will need to maintain existing drainage rates to existing storm structure, which ultimately drains to the MnDOT pond. The applicant will need to submit plans as they develop and hydraulic computations for 10 and 100-yr storms at pre and post development stages. Please submit to Hailu Shekur, MnDOT Metro District's Water Resources Section (651-234-7521 or Hailu.Shekur@state.mn.us).

Traffic: This Walmart will likely generate 8,000-10,000 trips per day to an area that is currently vacant. The traffic study submitted is from the 2007 Twin Lakes Business Park AUAR. It appears that the AUAR was based on a lower volume traffic generator than a Walmart.

Figure 12 in the AUAR shows the 2030 P.M. Peak Hour Build forecasted volumes. MnDOT is particularly interested in the operation of the existing wood pole traffic signal at the Cleveland/Twin Lakes/35W ramp intersection, which shows a year 2030 level of service D at this location.

However, Figure 12 shows a lane configuration at this intersection that is not the present condition. For instance, the diagram shows four eastbound approach lanes (exiting traffic from northbound 35W) at the Cleveland/Twin Lakes signal, but in the present condition there are only two EB approach lanes.

The present lane configuration could result in a LOS F when Walmart opens. If traffic backs up onto northbound 35W from this in-place signal, that would be unacceptable to both MnDOT and the FHWA. Metro Traffic would like to request that the Synchro files from the 2007 AUAR be submitted for our review. Updated traffic volumes should be utilized in the submittal. Immediate consideration should be given to adding capacity at this intersection before further Twin Lakes Business Park developments are approved.

Review Submittal Options:

Mn/DOT's goal is to complete the review of plans within 30 days. Submittals sent in electronically can usually be turned around faster. There are four submittal options. Please submit either:

1. One (1) electronic pdf. version of the plans. Mn/DOT can accept the plans via e-mail at metrodevreviews.dot@state.mn.us provided that each separate e-mail is under 20 megabytes.
2. Three (3) sets of full size plans. Although submitting seven sets of full size plans will expedite the review process. Plans can be sent to:

Mn/DOT – Metro District Planning Section
Development Reviews Coordinator
1500 West County Road B-2
Roseville, MN 55113

3. One (1) compact disc.
4. Plans can also be submitted to Mn/DOT's External FTP Site. Please send files to: <ftp://ftp2.dot.state.mn.us/pub/incoming/MetroWatersEdge/Planning> Internet Explorer doesn't work using ftp so please use an FTP Client or your Windows Explorer (My Computer). Also, please send a note to metrodevreviews.dot@state.mn.us indicating that the plans have been submitted on the FTP site.

If you have any questions concerning this review please feel free to contact me at (651) 234-7793.

Sincerely,



Michael J. Corbett
Senior Planner

Copy sent via E-Mail:

Craig Hinzman, Ramsey County Department of Public Works
Joe Lux, Ramsey County Department of Public Works
Sue Tarasar, Sunde Land Surveying
Buck Craig, Permits
Nancy Jacobson, Design
Hailu Shekur, Water Resources
Lee Williams, Right-of-Way
Jennie Read, Area Engineer
Clare Lackey, Traffic
Gayle Gedstad, Traffic
Dave Torfin, Golden Valley



Minnesota Department of Transportation

Metro District
Traffic Engineering Section
1500 West County Road B2
Roseville, MN 55113

Attachment F

APR 11 2012

Date: April 9, 2012

Debra Bloom, P.E.
City Engineer
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

RE: I-35W at Cleveland Avenue/Twin Lakes Parkway Intersection

Dear Ms. Bloom:

Thank you for the opportunity to review the Traffic Impact Analysis for a Walmart Store in the northeast quadrant of County Road C (CSAH 23) and Cleveland Avenue (CSAH 46) dated July 2011. This analysis showed acceptable operations at the intersections of Cleveland Avenue at Twin Lakes Parkway and at County Road C in 2011 and in 2013 with Walmart opened. However in 2030, with the AUAR site developed and background growth, the intersections of Cleveland Avenue at Twin Lakes Parkway and at County Road C are expected to operate with significant delay and queuing if significant improvements are not implemented.

ITE Trip Generation is used to predict travel growth due to expected developments in the area but does not capture all of the complexities of travel behavior. One concern is that it does not capture the way drivers chain trips together and so leads to a conclusion that trips generated by Walmart and other parts of the AUAR development are largely local. I-35W carries greater than 100,000 trips at CR C each day and the access to the Walmart site will be especially attractive to some part of northbound trips, up to 6,000 vehicles per hour approaching this interchange during the afternoon peak period. Large retail at this location is expected to draw from these regional trips. It is therefore probable that the afternoon volume exiting and entering I-35W northbound will exceed expectations and further degrade operations at the intersection of Cleveland Avenue and Twin Lakes Parkway beyond the analysis provided.



Our greatest concern with this intersection is to avoid queuing from the Cleveland at Twin Lakes Parkway intersection onto northbound I-35W. This would impact safety and mobility on that facility. MnDOT expects this intersection to be operated in such a way to avoid these problems on I-35W. Without improvements here and as local development occurs, the greatest impact of delaying improvements may occur on Cleveland Ave. Due to the close proximity of the intersection of Cleveland Ave and County Road C, deficiencies on the roadway of Cleveland Avenue could quickly affect operations on County Road C. Cleveland Avenue and County Road C are important for providing local access in the immediate area but also mobility in a larger area.

As the AUAR site continues to develop, we recommend improvements sufficient to maintain acceptable operations at these intersections be pursued as soon as possible to avoid the congestion and crashes that could result from delayed implementation.

MnDOT depends on well-functioning county and city roadway systems to be able to provide regional mobility. We look forward to working with you to improve the overall transportation system in this area.

Sincerely,



Tony Fischer
Freeway Analysis Supervisor



Gayle Gedstad
North Area Traffic Support Area Manager

cc:

Erin Laberee, Ramsey County
Joe Lux, Ramsey County
Jennie Read, MnDOT
Lars Impola, MnDOT





Minnesota Department of Transportation

Attachment F

Metro District
Traffic Engineering Section
1500 West County Road B2
Roseville, MN 55113

Date: May 9, 2012

Debra Bloom, P.E.
City Engineer
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

RE: I-35W at Cleveland Avenue/Twin Lakes Parkway Intersection

Dear Ms. Bloom:

We would like to clarify a few points after our meeting on April 11.

MnDOT has claimed no authority to cause the city to pursue improvements at the intersection of I-35W and Cleveland Avenue (CSAH 46) north of County Road C (CSAH 23). If a project is proposed, MnDOT and the FHWA will have authority over the project given it is an Interstate ramp terminal owned by MnDOT.

Regardless of MnDOT's lack of authority, we depend heavily on cities and counties to maintain adequate transportation systems so that we can meet the regional traffic needs of the Twin Cities Metropolitan Area. At this location, our highest priority is to protect the safety and mobility of northbound I-35W. We reiterate our expectation that volumes exiting and entering northbound I-35W will exceed projected traffic impacts related to the proposed Walmart store. This is not due to a fault with the traffic studies here, but because the tools that are state of the practice for this purpose do not reflect the especially convenient access the configuration provides via Twin Lakes Parkway. The existing intersection configuration is especially susceptible to additional traffic volumes given the overall lack of turn lanes. As traffic volumes increase at this location and we strive to protect I-35W, we do expect traffic conditions on Cleveland Avenue to suffer and given its proximity this is likely to affect County Road C if significant intersection improvements are not implemented in a timely manner. If traffic volumes exceed capacity by any significant margin, this congestion could quickly become intolerable to local citizens, employees and businesses.

An Equal Opportunity Employer



Given that future congestion is directly tied to the AUAR site development, our expectation is that the City of Roseville has first responsibility for adequately addressing the transportation needs. While MnDOT supports improvements at this location, our priority for the utilization of safety and mobility funds will be with more significant existing problems elsewhere for the foreseeable future (our most recent crash data shows 814 intersections in Minnesota with higher crash costs). MnDOT has in the past and can reasonably be expected to in the future offer funding for transportation projects that directly support economic development opportunities. These funds are limited and competitive.

We fully support the City of Roseville tying the first significant development proposal with this necessary transportation improvement. Developing the AUAR site in any significant way will risk significant traffic operations failure on the city and county road network here as MnDOT must prioritize the operations of I-35W given its importance to the broader region.

The same highly convenient access that causes this site to be desirable for development will cause traffic demands to grow here. We urge the City of Roseville to proactively implement the transportation improvements identified in the AUAR and specifically in MnDOT's interest the improved intersections of I-35W at Cleveland Avenue and Cleveland Avenue at County Road C.

Sincerely,



Tony Fischer
Freeway Analysis Supervisor



Gayle Gedstad, P.E.
North Area Traffic Support Area Manager

cc:

Erin Laberee, Ramsey County
Joe Lux, Ramsey County
Jennie Read, MnDOT
Mark Lindeberg, MnDOT
Lars Impola, MnDOT





Department of Public Works

James E. Tolaas, P.E., Director and County Engineer

1425 Paul Kirkwold Drive

Arden Hills, MN 55112-3933 • (651) 266-7100 • Fax (651) 266-7110

E-mail: Public.Works@co.ramsey.mn.us

12-13
Attachment F
MAY 07 2012

May 2, 2012

Debra Bloom, P.E.
City Engineer
City of Roseville
2660 Civic Center Dr.
Roseville, MN 55113

WALMART DEVELOPMENT, NORTHEAST QUADRANT OF COUNTY ROAD C (RAMSEY COUNTY STATE AID HIGHWAY [CSAH] 23) AND CLEVELAND AVENUE (CSAH 46)

Dear Ms. Bloom:

We wanted to send you some follow-up comments after our meeting of April 11th regarding the proposed Walmart store in the northeast quadrant of County Road C and Cleveland Avenue.

Our review of the Traffic Impact Analysis (TIA) done by Kimley-Horn Associates showed nothing that we would question and nothing that we see as conflicting with the AUAR that was done for the development site. We do agree with MnDOT's opinion that the "regular" methodology of predicting traffic volumes understates the traffic that will exit I-35W at Cleveland Avenue and enter the site via Twin Lakes Parkway. The opportunity for customers to easily access the site from this major commuter route is clearly one of the features that makes the site attractive to Walmart and should contribute to the success of the store.

The County supports the City's requirement of Walmart to contribute to the proposed improvements at the I-35W/Cleveland Avenue interchange and would seem to be in Walmart's best interests to do so. The AUAR identified a large number of traffic mitigations necessary to accommodate the full build-out of the Twin Lakes development and Walmart's contribution to the other improvements will be, at most, limited. It seems to us that the improvements that would be tied to the Walmart development are proportionately equal to those that will be expected of other developers that follow. Thus, while the improvements tied to the Walmart store are large and obvious, being the first, they are in line with what will be required of others as the Twin Lakes development is completed. Those developments that follow will benefit from the investments made by Walmart and Walmart, in turn, will benefit from the improvements that follow. As long as this proportionality is maintained, it seems that requiring Walmart to contribute to the traffic improvements is reasonable.

As we discussed at our meeting, it does not seem reasonable or feasible to require the improvements at the interchange to be in place at the time of the store's opening, but they should be constructed before operation of the interchange degrades to an unacceptable level. We look forward to working with the City and MnDOT to implementing the improvements.

We would be happy to meet again, if further discussion is needed.

Sincerely,

Joseph Lux
Planning Specialist

C: Tony Fischer, MnDOT Freeway Operations
Gayle Gedstad, MnDOT Metro Traffic Operations
Jennie Read, MnDOT North Area Engineer
Mark Lindeberg, MnDOT North Area Engineer
Brian Smalkoski, Kimley-Horn Associates
Andy Berg, Kimley-Horn Associates

**EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF THE CITY OF ROSEVILLE**

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota, was held on the 23rd day of July 2012 at 6:00 p.m.

The following Members were present: _____;
and ____ was absent.

Council Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE TWIN LAKES 2ND ADDITION PLAT AND
ASSOCIATED DEVELOPMENT AGREEMENT (PF12-001)**

WHEREAS, an application for approval a final plat of the land which is shown on **Exhibit A**, attached hereto, and an associated Development Agreement have been prepared pursuant to the requirements of the City of Roseville Zoning Code and submitted to the City of Roseville, and

WHEREAS, Wal-Mart Real Estate Business Trust intends to purchase the entirety of the property being platted;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville, Minnesota that based on the comments and findings of Sections 4 – 7 and the recommendation and conditions of Section 8 of the staff report prepared for this action, the TWIN LAKES 2ND ADDITION FINAL PLAT of the subject property is hereby approved, subject to the following conditions:

- a. Wal-Mart Real Estate Business Trust shall enter into a development agreement pertaining to the plat which is satisfactory to the City. Such development agreement shall include the requirement that Wal-Mart enter into a security plan approved by the Roseville Police Chief which identifies and incorporates on-site technology, personnel, and practices to improve security, minimize losses, and better communicate with the Police Department. If a mutually agreeable security plan cannot be developed, Wal-Mart shall pay for costs related to calls for law enforcement service at the Property in excess of 300 calls per year. Calls for law enforcement service shall include any calls or service in which persons employed by the City and assigned to the Roseville City Police Department are involved. The cost for each call in excess of 300 per year shall be determined by adding the cost of all City employees (including administrative employees) involved in receiving, responding to or providing service with respect to the call. Each employees cost shall be determined by multiplying the employee's hourly rate times 1.9, times the number of hours (or portion thereof) expended by such employee regarding the call. Payment shall be made within 30 days of the delivery by the City upon Wal-Mart of a written invoice stating the amount due for each call in excess of 300 per year. This provision shall be reviewed by the Roseville City Council after the Wal-Mart store has been

opened for over one (1) year and may be modified by the City Council after the review.

- b.** Wal-Mart Real Estate Business Trust shall acquire fee simple title to all of the real property included in the plat and provide proof that there are no liens, encumbrances or other parties having an interest in the Property at the time the Development Agreement and Plat are recorded or make other arrangements which are satisfactory to the City to assure that title to the property is satisfactory to the City.
- c.** Wal-Mart Real Estate Business Trust shall either dedicate on the Plat or otherwise convey all roadway, utility, drainage, and other easements required by the City.
- d.** The access points to enter and exit the Property shall be at locations approved by the City and any other governmental entity having jurisdiction over adjacent roadways.
- e.** Wal-Mart Real Estate Business Trust shall install subdivision monuments as reasonably required by the Roseville Public Works Department and Ramsey County Surveyor.
- f.** Wal-Mart Real Estate Business Trust shall pay all unpaid subdivision review escrow fees as detailed in the adopted fee schedule for the City of Roseville prior to the City releasing the Plat for recording.
- g.** No building permits shall be issued for any use of the property which is not a permitted use.
- h.** The Petition for the vacation proceedings for that part of the public roadway and highway easement created by Document No. 1511814 lying adjacent to and 10 feet on the east and west side of vacated Mount Ridge Road within the Plat shall have been approved by the City.

AND BE IT FURTHER RESOLVED by the City Council of the City of Roseville, Minnesota, that associated DEVELOPMENT AGREEMENT, attached hereto as **Exhibit B**, is hereby approved pursuant to the applicable conditions of the FINAL PLAT approval and that the City Manager and Mayor are hereby authorized to sign the Public Improvement Contract on behalf of the City

The motion for the adoption of the foregoing resolution was duly seconded by Council Member _____ and upon vote being taken thereon, the following voted in favor: and _____ voted against.

WHEREUPON said resolution was declared duly passed and adopted.

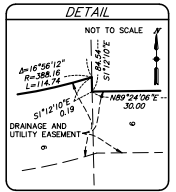
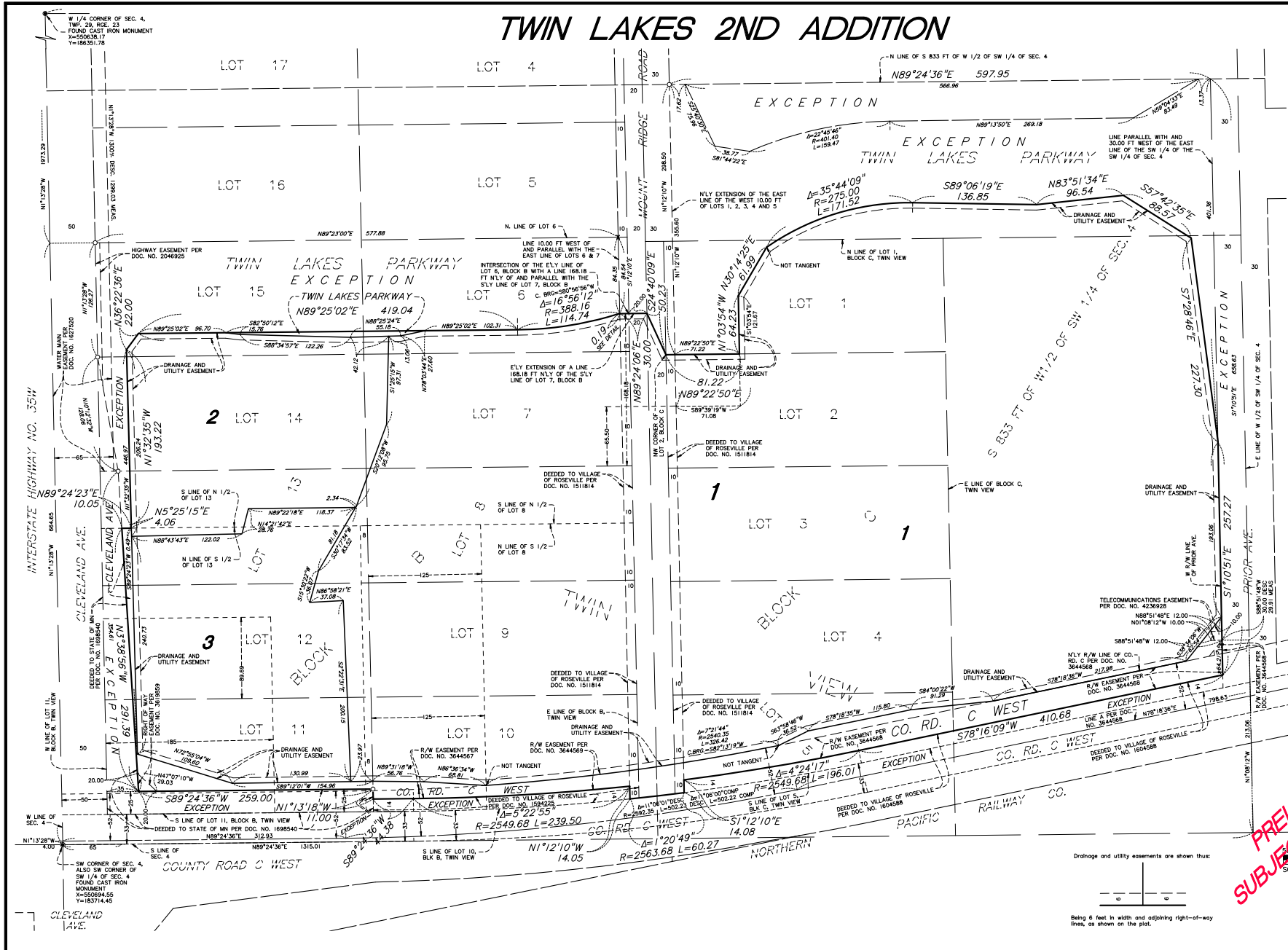
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WITNESS MY HAND officially as such Manager this 23rd day of July 2012.

(SEAL)

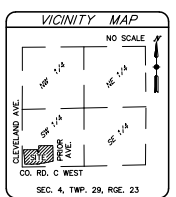
Exhibit A

TWIN LAKES 2ND ADDITION



- Denotes 1/2 inch by 14 inch iron pipe monument set and marked by License No. 15480, unless otherwise noted
- Denotes found monument as noted
- Denotes found cast iron monument, unless otherwise noted

For the purposes of this plat, the orientation of this bearing system is based upon Ramsey County Coordinates, North American Datum of 1983, 1986 adjustment.



**PRELIMINARY
SUBJECT TO REVISION**

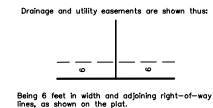


Exhibit B

**DEVELOPMENT AGREEMENT
TWIN LAKES 2ND ADDITION**

I. **Parties.** This Development Agreement (“Agreement”), dated _____, 2012, is entered into between the City of Roseville, a Minnesota municipal corporation (the “City”), and Wal-Mart Real Estate Business Trust, a Delaware statutory trust (“Wal-Mart”).

II. **Request for Plat Approval.** Wal-Mart has asked the City to approve a plat of land to be known as “*Twin Lakes 2nd Addition*” (also referred to in this Agreement as the “Plat”). The land is legally described as follows:

See Legal Description attached as Exhibit A hereto (the “Property”).

The Property is currently owned by Roseville Properties, a Minnesota general partnership, Roseville Acquisitions, LLC, a Minnesota limited liability company, Roseville Acquisitions Three, LLC, a Minnesota limited liability company, and University Financial Corp., a Minnesota corporation (collectively “Roseville Properties”), except for the Excess Parcel, as defined below, which is owned by the City. Roseville Properties has agreed to sell and convey the Property to Wal-Mart pursuant to separate purchase agreements (the “Purchase Agreements”) simultaneously with the recording of the Plat. The City has agreed to sell and convey the Excess Parcel to Wal-Mart pursuant to the terms of this Agreement. Wal-Mart intends to construct a Wal-Mart Store and other improvements (the “Project”) on Lot 1, Block 1 of the Plat (the “Wal-Mart Parcel”).

III. **Terms and Conditions of Plat Approval.** Now, therefore, in reliance upon the representations contained herein, and in consideration of the mutual undertakings herein expressed, the parties agree as follows:

A. **CONDITIONS OF PLAT APPROVAL.** The City hereby approves the Plat on the conditions that:

1. Wal-Mart enters into this Agreement,
2. Wal-Mart provides the necessary Security Deposit, as defined herein, in accordance with this Agreement, and
3. Wal-Mart complies with the conditions set forth in Exhibit B attached hereto.

B. **SUBDIVISION USE APPROVALS.** The Plat consists of three lots, including the Wal-Mart Parcel. The Property directly abuts County Road C, Cleveland Avenue, Twin Lakes Parkway, and Prior Avenue.

C. **ALTERNATIVE URBAN AREAWIDE REVIEW REQUIREMENTS.** In order to implement the provisions and mitigation measures set forth in the City’s Alternative Urban Areawide Review Report dated October 15, 2007 (“AUAR”), Wal-Mart agrees to perform the following actions:

1. Wal-Mart shall pay for the City Improvements described in Article III D 3 below.
2. Wal-Mart shall financially assist in the construction of the 35W Improvements by paying the 35W Improvement Amount described in Article III H below.
3. Wal-Mart shall complete and deliver to the City a Phase I and Phase II Environmental Site Assessment for the Property and prepare and implement a Response Action Plan and/or Development Response Action Plan under the direction of the Minnesota Pollution Control Agency. Notwithstanding anything to the contrary contained in the Response Action Plan or Development Response Action Plan, no contaminated materials shall be allowed to be reused or left in place in public easements or right-of-ways.
4. Wal-Mart shall comply with the requirements for the Property contained in Roseville City Code Section 1005.07 for Community Mixed Use (CMU) Districts.
5. Wal-Mart shall incorporate into the development of the Property sidewalk, trails and pedestrian amenities as required by the City Code.

D. **PROJECT IMPROVEMENTS.** The following improvements shall be constructed in connection with the Project:

1. Wal-Mart Improvements. Wal-Mart shall, at its sole cost and subject to the terms and conditions contained herein, construct the following improvements (“Wal-Mart Improvements”) in compliance with City approved plans and specifications prepared in accordance with Article III G below and all policies, rules, regulations, standards and ordinances of the City:
 - (a) Driveway Extensions. The Driveway extensions into the public right-of-way as generally shown and described in Exhibit C.
 - (b) Pathways and Sidewalks. The trails, pathways, benches and sidewalks as generally shown and described in Exhibit C.
 - (c) Storm Sewer Construction. The storm sewer improvements as generally shown and described in Exhibit C.
 - (d) Landscaping. The landscaping as generally shown and described in Exhibit C.
2. The following conditions shall apply to the construction of the Wal-Mart Improvements:
 - (a) Wal-Mart shall replace or repair any damage or destruction to any improvements located on County or City land or in County or City streets, boulevards and rights-of-way caused by Wal-Mart, or its contractors and subcontractors, during the construction of the Wal-Mart Improvements and the Project.

- 77 (b) Any contaminated soils encountered during the construction of the Wal-
78 Mart Improvements and Wal-Mart Store on land owned or controlled by
79 Wal-Mart shall be addressed as set forth in a Response Action Plan to be
80 approved by the MPCA.

- 81 3. City Improvements. Following the: i) acquisition of all of the Property by Wal-Mart
82 and the recording of the Plat and this Agreement in the office of the Ramsey County
83 Recorder, ii) delivery by Wal-Mart and approval by the City of the plans necessary to
84 construct the City Improvements pursuant to Article III G below, and iii) issuance of
85 the building permit for the Wal-Mart Store and the Wal-Mart Improvements, the City
86 shall construct the following improvements (which improvements are referred to
87 herein as the "City Improvements"):

- 88
89 (a) Right turn lane on County Road C into the Wal-Mart Parcel;
90
91 (b) Eastbound left turn lane and median improvements into the Wal-Mart
92 Parcel and westbound left turn lane on County Road C to southbound
93 Cleveland Avenue;
94
95 (c) Right turn lane on Twin Lakes Parkway into the Wal-Mart Parcel;
96
97 (d) Right turn lane from westbound County Road C to northbound Cleveland;
98 and
99
100 (e) Twin Lakes Parkway Roundabout Improvements;

101
102 which City Improvements are more fully described in Exhibit D-1 attached hereto.
103

104 Wal-Mart shall be responsible for the costs of constructing the City Improvements.
105 The costs of constructing the City Improvements shall include the actual construction
106 costs, the actual engineering, administration and any legal costs related thereto, and
107 all other costs relating to the construction of the City Improvements. The
108 engineering, administration and legal costs shall include the actual outside
109 construction engineering assistance costs, the actual City staff time costs and the legal
110 costs. The City staff time costs shall be determined by multiplying the City
111 employee's hourly rate times 1.9, times the number of hours expended, for all
112 employees (including administrative employees) involved in the work and all
113 communications, coordination and inspections related thereto. The costs will be
114 drawn from the Security Deposit described in Article III I below in the manner set
115 forth in Article III I below. An estimate of the costs to construct the City
116 Improvements is set forth in Exhibit D-2 attached hereto. The City shall endeavor to
117 complete the City Improvements before the construction of the Wal-Mart Store has
118 been completed, but shall not be liable or otherwise responsible to Wal-Mart or any
119 other person or entity in the event the improvements are not completed before such
120 time. The City agrees that it shall neither withhold a certificate of occupancy for the
121 Wal-Mart building nor prohibit Wal-Mart from opening its retail store to the public
122 because the City Improvements have not been completed, so long as an access

acceptable to the City is available to the Wal-Mart Parcel. In the event that the City Improvements are not completed prior to the date when Wal-Mart opens its store to the public, the City shall provide temporary access to the Wal-Mart Parcel adequate for use by public safety vehicles, delivery trucks, and the general public.

4. If this Agreement is terminated for any reason the City shall have no obligation to construct the City Improvements.

5. The Wal-Mart Improvements and the City Improvements are collectively referred to herein as the "Project Improvements."

E. **GRADING AND EROSION CONTROL.** The following provisions apply to the development of the Property and the Wal-Mart Improvements.

1. Site Grading and Turf Restoration.

(a) Wal-Mart shall grade the Property in accordance with the City approved Grading, Drainage and Erosion Control Plan.

(b) Wal-Mart shall submit to the City a site grading and drainage plan for all of the Property acceptable to the City showing the grades and drainage for each lot prior to installation of any Wal-Mart Improvements.

(c) Wal-Mart shall furnish the City Engineer satisfactory proof of payment for the site grading work and shall submit a certificate of survey (as constructed survey) of the Property after site grading is complete. Final lot grades shall be shown on the as constructed survey.

(d) Final grading shall substantially comply with the approved grading plan.

2. Erosion Control. Prior to commencing any grading or utility construction, Wal-Mart shall implement an erosion control plan, which plan shall be reviewed by and is subject to the approval of the City Engineer. Wal-Mart shall meet all requirements of Section 803.04 of the Roseville City Code regarding Erosion and Sedimentation Control, including, but not limited to, the following:

(a) No construction activity shall commence, no building permit shall be issued, and no earth disturbing activity shall commence until the City Engineer has approved an erosion and sediment control plan for the development of the Property.

(b) Erosion control measures shall be installed in compliance with applicable MPCA's NPDES permit requirements for construction activities.

(c) The City may inspect the site periodically and determine whether it is necessary to take additional measures to address erosion.

(d) Dirt and debris on streets that results from construction work by Wal-Mart, or its contractors and subcontractors, shall be removed by Wal-Mart. During grading of the Property and construction of the Wal-Mart Improvements, Wal-Mart shall sweep Twin Lakes Parkway, Prior Avenue and County Road C on a weekly basis or more frequently as directed by the City Engineer until the Property is stabilized. Wal-Mart must sweep roadways with a water-discharge broom apparatus. Kick-off brooms shall not be utilized for street sweeping. This requirement shall end when an unconditional certificate of occupancy is given to Wal-Mart by the City for the Wal-Mart Store.

(e) If the development on the Property does not comply with the approved erosion control plan or supplementary instructions given by the City, the City may, after first giving Wal-Mart 48-hour prior written notice (or in the event of an emergency immediately) take such action as it deems reasonably appropriate to control erosion, the cost of which action shall be paid by Wal-Mart to the City upon demand. If City employees are used the cost for the action taken shall be determined by multiplying the employee's hourly rate times 1.9, times the number of hours expended, for all employees (including administrative employees) involved in such action and all communications coordination, inspections and reinspections related thereto. For all others the cost shall be the actual cost charged for the action taken plus 25% for administrative fees. This requirement shall end when an unconditional certificate of occupancy is given to Wal-Mart by the City for the Wal-Mart Store.

F. **COMPLIANCE WITH APPLICABLE LAWS.** The Property shall be developed in compliance with all applicable City, County, Metropolitan Council, State and Federal laws, regulations and ordinances including, but not limited to, subdivision ordinances, zoning ordinances and environmental regulations. Wal-Mart represents to the City that to the best of its knowledge the Plat complies with all City, County, Metropolitan, State and Federal laws and regulations including, but not limited to: subdivision ordinances, zoning ordinances and environmental regulations.

G. **PLANS.** Prior to the issuance of a building permit for the Wal-Mart Improvements Wal-Mart shall, at Wal-Mart's cost, submit to the City the following plans and specifications:

For Entire Property:

- Grading, Drainage and Erosion Control Plan
- Response Action Plan for Contaminated Soil
- Demolition Plan
- Utility Plan
- Irrigation Plan
- Landscape Plan and Associated Specifications
- Pathway and Sidewalk Plan

For City Improvements:

- Grading Drainage and Erosion Control Plan
- Response Action Plan for Contaminated Soil

Utility Plan and Profile
Street Plan and Profile
Landscape Plan
Pathway and Sidewalk Plan
Irrigation Plan
Electrical Plan

and such other plans and specifications as are reasonably required by the City.

The foregoing plans and specifications shall be prepared by a competent registered professional engineer engaged by Wal-Mart and shall be subject to the City's review and approval. The Wal-Mart Improvements shall be installed in accordance with the City approved plans for such improvements and the policies, rules, regulations, standards and ordinances of the City. No work shall commence on the Project or the Wal-Mart Improvements until Wal-Mart obtains a building permit for the Project and the Wal-Mart Improvements and pays all costs and fees required in connection with the procurement of the building permit.

The following shall apply to the Wal-Mart Improvements and City Improvements:

1. Wal-Mart shall obtain all necessary and required permits for the Project, the Wal-Mart Improvements and the City Improvements from the Minnesota Pollution Control Agency (MPCA), Minnesota Department of Health (MDOH), and all other agencies and governmental authorities with jurisdiction over the Project, the Wal-Mart Improvements and the City Improvements before proceeding with construction of the Project and the Wal-Mart Improvements. Copies of these permits shall be provided to the City Engineer.
2. Wal-Mart or its engineer shall schedule a pre-construction meeting for the Wal-Mart Improvements with all the parties concerned, including City staff, to review the program for the construction work.

H. **35W INTERSECTION IMPROVEMENTS.** Wal-Mart shall pay to the City the amount of \$400,000.00 ("35W Improvement Amount") upon or prior to the release by the City of the Plat for recording for the future construction of the 35W Intersection and Ramp Modifications shown in Exhibit E attached hereto ("35W Improvements"). The 35W Improvement Amount has been agreed to as a negotiated settlement amount of the Wal-Mart Parcel's proportionate share of the costs attributable to the proposed development on the Wal-Mart Parcel necessary for the City to construct the 35W Improvements. The parties agree that no further payment by the owners of the Wal-Mart Parcel and no refund by the City of the 35W Improvement Amount, in whole or in part, shall be required resulting from the development of the Wal-Mart Parcel described in Exhibit F attached hereto, irrespective of the actual costs to construct the 35W Improvements, the proportionate share of such cost attributable to the Wal-Mart Parcel, or other reasons. The owners of the Wal-Mart Parcel shall, upon payment of the 35W Improvement Amount, be released from the payment of any assessments levied under Minnesota Statutes Chapter 429 for all costs related to the construction of the 35W

Improvements. The provisions of this Article III H shall apply only to the 35W Improvements specifically shown in Exhibit E and not to any other 35W or other public improvements that may be constructed in the future.

I. **SECURITY.** To guarantee compliance with the terms of this Agreement and payment of the costs of the City Improvements, Wal-Mart shall furnish security to the City in the form of a cash deposit ("Security Deposit") in the amount of \$796,827.00. The amount of the Security Deposit is calculated as set forth in the attached Exhibit G. The Security Deposit shall be delivered to the City by Wal-Mart upon or before release by the City of the Plat for recording. The Security Deposit shall be held and used as follows:

1. The City shall have the right to draw on the Security Deposit to pay for the costs of the City Improvements and to remedy any default by Wal-Mart under this Agreement, as such costs are incurred.
2. In the event the amount of the Security Deposit exceeds the actual costs of the City Improvements, any excess shall be refunded to Wal-Mart, without interest, within thirty (30) days after the City Improvements have been completed and accepted by the governmental authorities having jurisdiction over the City Improvements. In the event that the Security Deposit is less than 125% of the costs necessary to complete the unfinished City Improvements, as reasonably determined by the City, at any time before the City Improvements have been completed, the City shall notify Wal-Mart of such deficiency. Wal-Mart shall within thirty (30) days of such notice furnish to the City the amount necessary to increase the Security Deposit to 125% of the costs necessary to complete the City Improvements, which amount shall become part of the Security Deposit to be used as specified herein.
3. No interest shall accrue, or be payable by the City, on the Security Deposit.
4. The City shall provide Wal-Mart a monthly accounting of the balance remaining and amounts drawn from the Security Deposit.

J. **OWNERSHIP OF IMPROVEMENTS AND RISK OF LOSS.** All Wal-Mart Improvements on public land or lying within public rights-of-way and public easements shall become City property without further notice or action upon completion and City acceptance thereof, except for the streetscape items (i.e. benches, trash cans, retaining wall, etc.) at the corner of Twin Lakes Parkway and Prior Avenue and County Road C and Prior Avenue and the landscaping (i.e. trees, shrubs, perennials and associated plots and beds), which streetscape and landscaping improvements shall be maintained by the fee simple owner(s) of the Property and shall be subject to the rules and regulations of the City, Ramsey County and State of Minnesota pertaining to the use of public right-of-ways and easements. All of the City Improvements shall be owned by the City during and after completion of construction.

K. **UTILITY COMPANY IMPROVEMENTS.** Wal-Mart shall install or cause to be installed and pay for all utility improvements necessary to serve the Property, including gas, electric, and telephone service, which shall be installed by the appropriate utility

company at the direction of Wal-Mart. All utilities shall be installed underground. Wal-Mart shall arrange for the installation of underground gas, electric, telephone and cable television before the final lift of payment is started on the City Improvements.

L. **PARK DEDICATION FEE.** The park dedication fee for this Plat shall be \$411,115.00 and shall be paid by Wal-Mart to the City of Roseville upon or prior to the release by the City of the Plat for recording. Payment of this fee fulfills the park dedication requirement for the entire Property.

M. **LICENSE.** Wal-Mart hereby grants the City, and its agents, employees, officers and contractors, a license to enter the Property to perform all work and inspections deemed appropriate by the City. The license shall expire upon the acceptance by the City of the Project Improvements. The City shall thereafter have the right to enter the Property to perform inspections as authorized by City Ordinances.

N. **CONSTRUCTION MANAGEMENT.** During construction of the Wal-Mart Improvements and the Project, Wal-Mart and its contractors and subcontractors shall minimize impacts from construction on the surrounding neighborhood as follows:

1. Definition of Construction Area. The limits of the Project Area shall be as shown in the City approved Grading, Drainage and Erosion Control Plan and shall be demarcated with construction fencing approved by the City Engineer. Any grading, construction or other work outside this area requires approval by the City Engineer and the affected property owner.
2. Parking and Storage of Materials. Adequate on-site parking for construction vehicles and workers must be provided or provisions must be made to have workers park off-site and be shuttled to the Project Area. No parking of construction vehicles or employee vehicles shall occur along Twin Lakes Parkway, Mount Ridge Road, Prior Avenue, County Road C, or Cleveland Avenue. No fill, excavating material or construction materials shall be stored in the public right-of-way.
3. Hours of Construction. Hours of construction, including moving of equipment shall be limited to the hours between 7 a.m. and 9 p.m. on weekdays and 9 a.m. and 9 p.m. on weekends.
4. Site Maintenance. Wal-Mart shall ensure that its contractor maintains a clean work site. Measures shall be taken to prevent debris, refuse or other materials from leaving the site. Construction debris and other refuse generated from the Project shall be removed from the site in a timely fashion and/or upon the request by the City Engineer. After Wal-Mart has received at least forty-eight (48) hour verbal notice, the City may complete or contract to complete the site maintenance work at Wal-Mart's expense.
5. Project Identification Signage. Project identification signs shall comply with City Code Regulations.

327 O. **CERTIFICATE OF INSURANCE.** Wal-Mart or its contractors shall obtain prior to
328 the commencement of any construction of the Wal-Mart Improvements and shall
329 maintain until the City has issued an unconditional certificate of occupancy for the Wal-
330 Mart Store, workers compensation and general liability insurance reasonably satisfactory
331 to the City covering personal injury, death, and claims for property damage which may
332 arise out of Wal-Mart's construction of the Wal-Mart Improvements, the work of its
333 contractors and subcontractors, or by anyone directly or indirectly employed by any of
334 them. Limits for bodily injury or death shall be not less than \$1,500,000.00 for each
335 occurrence and limits for property damage shall be not less than \$300,000.00 for each
336 occurrence. The City shall be named as an additional insured on the general liability
337 policy. Wal-Mart shall provide the City with a certificate of insurance, reasonably
338 satisfactory to the City, which evidences that it has such insurance in place prior to the
339 commencement of any work on the Property and a renewal certificate at least 30 days
340 prior to the expiration date of any policy required hereunder.

341 P. **COSTS.** Wal-Mart shall pay all costs incurred by it and the City in conjunction with this
342 Agreement, the approval of the Plat, the grading and development of the Property and the
343 construction of the Project Improvements required by this Agreement, including but not
344 limited to, all costs of persons and entities doing work or furnishing skills, tools,
345 machinery, equipment and materials; insurance premiums; legal, planning and
346 engineering fees; the preparation and recording of this Agreement and all easements and
347 other documents relating to the Plat and the Property; all Response Action Plans, traffic
348 studies, environmental assessments and/or engineering and other studies and reports; all
349 permits and approvals; and all City's costs incurred pertaining to the inspection and
350 monitoring of the work performed in connection with the construction of the Project
351 Improvements and the other work done and improvements constructed on the Property.
352 The City shall not be obligated to pay Wal-Mart or any of its agents or contractors for
353 any costs incurred in connection with the construction of the improvements or the
354 development of the Property. Wal-Mart agrees to defend, indemnify, and hold the City
355 and its mayor, council members, employees, agents and contractors harmless from any
356 and all claims of whatever kind or nature which may arise as a result of the construction
357 of the improvements (except for the negligence or intentional misconduct of the City with
358 respect to the construction of the City Improvements), the development of the Property or
359 the acts of Wal-Mart, and its employees, agents, contractors or subcontractors, in
360 relationship thereto. The fee simple owners of Lots 2 and 3 shall be responsible for the
361 subsequent development costs on said Lots 2 and 3 once all of the Project Improvements
362 and grading work have been completed and accepted by the governmental entities having
363 jurisdiction over said improvements and grading work and an unconditional certificate of
364 occupancy has been issued for the Wal-Mart Store.

365 1. Wal-Mart shall defend, indemnify, and hold the City and its mayor, council members
366 and employees harmless from claims made by itself and third parties for damages
367 sustained or costs incurred resulting from Plat approval, this Agreement, construction
368 of the Project Improvements (except for the negligence or intentional misconduct of
369 the City with respect to the construction of the City Improvements), and/or the
370 development of the Property referenced in this Agreement. Wal-Mart shall defend,
371 indemnify, and hold the City and its mayor, council members and employees

harmless for all costs, damages or expenses which the City may pay or incur in consequence of such claims, including reasonable attorneys' fees.

2. Wal-Mart shall pay, or cause to be paid when due, and in any event before any penalty is attached, all charges, costs, fees and other amounts referred to in this Agreement. The foregoing shall be a personal obligation of Wal-Mart and shall continue in full force and effect even if Wal-Mart sells one or more lots, all of the Property, or any part of it.
3. Wal-Mart shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement not otherwise paid for by a draw on the Security Deposit within thirty (30) days after receipt. If the bills are not paid on time, the City may, in addition to all other rights and remedies the City may have, halt construction of the Project Improvements, the Project and plat development work including, but not limited to, the issuance of building permits for lots which Wal-Mart may or may not have sold, until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of six percent (6%) per annum or the maximum amount allowed by law, whichever is less.
4. Wal-Mart shall reimburse the City for all costs incurred in the enforcement of this Agreement against Wal-Mart, including all reasonable attorney and engineering fees, which are incurred after the date of this Agreement.
5. In addition to the charges referred to herein, other charges may be imposed such as, but not limited to, sewer availability charges ("SAC"), City water connection charges, City sewer connection charges, City storm water connection charges, building permit fees and plat review fees, which shall be paid by Wal-Mart. A list of other items for which charges may be imposed is set forth in Exhibit H attached hereto. The list is intended to notify Wal-Mart of the additional items for which costs may be imposed. However, the City does not represent or guarantee that all other items for which charges may be imposed are contained in Exhibit H.

Q. DEFAULT AND REMEDIES.

1. Wal-Mart Default. Upon the occurrence of a default by Wal-Mart of any of its obligations under this Agreement, the City, in addition to any other remedy which may be available to it, shall be permitted to do the following after first providing Wal-Mart with not less than thirty (30) days prior written notice and the opportunity to cure such default within said 30 day period:
 - (a). The City may make advances or take other steps to cure the default, and where necessary, enter the Property for that purpose. Wal-Mart shall pay all sums so advanced or expenses incurred by the City upon written demand, with interest commencing thereon thirty (30) days after delivery of such written demand at the rate of six percent (6%) per annum or the maximum amount allowed by law, whichever is less. No action taken by the City pursuant to this section shall be deemed to relieve Wal-Mart from curing any such default to the extent that it is

not cured by the City or from any other default hereunder. The City shall not be obligated, by virtue of the existence or the exercise of this right, to perform any such act or cure any such default.

(b). Obtain an order from a court of competent jurisdiction requiring Wal-Mart to perform its obligations pursuant to the terms and provisions of this Agreement.

(c). Obtain an order from a court of competent jurisdiction enjoining the continuation of an event of default.

(d). Halt all development work and construction of improvements until such time as the event of default is cured.

(e). Withhold the issuance of a building permit or permits and/or prohibit the occupancy of any structure(s) for which permits have been issued until the event of default has been cured.

(f). Draw upon and utilize Wal-Mart's Security Deposit to cover the City's costs to correct the default, the costs to complete any unfinished Project Improvements and/or the costs to enforce this Agreement. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a court order for permission to enter the Property.

(g). Exercise any other remedies which may be available to it at law or in equity.

In addition to the remedies and amounts payable set forth or permitted above, upon the occurrence of an event of default by Wal-Mart, Wal-Mart shall pay to the City all fees and expenses, including attorneys fees, incurred by the City as a result of the event of default, whether or not a lawsuit or other action is formally taken.

2. City Default. Upon the occurrence of a default by the City of any of its obligations under this Agreement, Wal-Mart may exercise any remedy which may be available to it, after first providing the City with not less than thirty (30) days prior notice and the opportunity to cure such default within said 30 day period; provided, however, if the nature of the City obligation is such that more than thirty (30) days are required for performance then the City shall not be in default if the City commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. The foregoing shall not be construed as a waiver on the part of the City of any of the immunities, limitations and/or defenses available to the City and its mayor, council members, employees, agents and contractors under federal, state and local laws and ordinances.

R. **ASSIGNMENT.** Wal-Mart may not assign this Contract without the written permission of the Roseville City Council.

450 S. **TERMINATION; CONDITIONS PRECEDENT.**

451 1. If Wal-Mart fails to: a) acquire fee simple title to all of the Property, and b) record
452 this Agreement and the Plat in the office of the Ramsey County Recorder as provided
453 in Article III W 6 below, within one (1) year after approval of the final Plat by the
454 Roseville City Council, this Agreement shall terminate and the approval of the Plat
455 shall be null and void, subject to the following:

456 (a) All costs, fees and other amounts previously paid to the City in connection
457 with the Plat, the Project Improvements, this Agreement and the Project shall
458 belong to and be retained by the City;

459 (b) The obligations of Wal-Mart under Article III P shall survive such
460 termination and continue with respect to unpaid costs, fees and expenses incurred
461 prior to such termination;

462 (c) The indemnifications of Wal-Mart under Article III P shall survive and
463 continue after such termination;

464 (d) The parties shall be released from all other obligations and liabilities under
465 this Agreement not specified above.

466 2. The City shall have no obligation to construct the City Improvements and Wal-Mart
467 shall have no right to construct the Wal-Mart Improvements or construct a Wal-Mart
468 Store on the Property unless Wal-Mart acquires fee simple title to the Property and
469 records this Agreement and the Plat in the office of the Ramsey County Recorder as
470 required in Article III W 6 below within one (1) year after approval of the final Plat
471 by the Roseville City Council.

472 3. No building permits shall be issued, no work shall be performed on the Property and
473 the construction of the Project Improvements shall not be commenced, unless and
474 until Wal-Mart provides evidence satisfactory to the City that the Plat and this
475 Development Agreement have been duly recorded with the Ramsey County Recorder
476 and that it has acquired fee simple title to the Property.

477 4. In the event of the termination of this Agreement, the parties agree, if requested by
478 the other party, to execute and deliver to the other party a written termination
479 acknowledgment in a form reasonably satisfactory to both parties.

480 5. Wal-Mart's right to construct the Wal-Mart Improvements is contingent upon its (i)
481 successful closing on its purchase of Property from Roseville Properties and of the
482 Excess Parcel from the City, and (ii) obtaining a building permit from the City
483 following submission of a complete and valid application for same. Nothing
484 contained in this Agreement shall be construed to contain a covenant, either express
485 or implied, for Wal-Mart to close on its purchase of the Property or the Excess Parcel,
486 commence the development of the Property as set forth herein, commence the
487 operation of a retail store, or thereafter continuously operate any business at the
488 Property.

- 489
490 T. **NOTICES TO THE DEVELOPER.** Notices to Wal-Mart shall be in writing, and shall
491 be mailed by registered or certified mail postage prepaid delivered by messenger, or sent
492 via Federal Express, to the following addresses:

493 If to Wal-Mart: Wal-Mart Real Estate Business Trust
494 Attn: Real Estate Legal – Minnesota – Store No. 3404-05
495 2001 Southeast 10th Street
496 Bentonville, AR 72716-0050
497

498 With a copy to: Elizabeth Jensen, Esq.
499 Kutak Rock LLP
500 1650 Farnam Street
501 Omaha, NE 68102
502

503 And to: Will Matzek, PE
504 Kimley-Horn and Associates, Inc.
505 2550 University Avenue West, Suite 238N
506 St. Paul, MN 55114
507

- 508 U. **NOTICES TO THE CITY.** Notices to the City shall be in writing, and shall be either
509 hand delivered to William Malinen, City Manager or mailed to the City by registered or
510 certified mail, postage prepaid, to the following addresses:

511 City of Roseville
512 Attn: William Malinen, City Manager
513 2660 Civic Center Drive
514 Roseville, Minnesota 55113
515 Email: bill.malinen@ci.roseville.mn.us
516 Phone: 651-792-7021
517

518 With a copy to: Charles R. Bartholdi, Esq.
519 Erickson, Bell, Beckman & Quinn, P.A.
520 1700 West Highway 36, Suite 110
521 Roseville, MN 55113
522

- 523 V. **REMOVAL OF EXISTING STRUCTURES AND UTILITY SERVICES.** Wal-Mart
524 shall, at Wal-Mart's cost, demolish the Toll Gas Building currently located on the
525 Property, remove all resulting demolition debris from the Property, and shall disconnect
526 and cap all known and unused utilities at the main serving the Toll Gas Building, on or
527 before the issuance of a certificate of occupancy for the Wal-Mart Store. Any hole or
528 other depression resulting from the removal of the building shall be filled in, compacted
529 and graded to elevations shown on the City approved grading plan for the Property, and
530 the area restored as described in the Grading, Drainage Erosion Control Plan. In addition
531 to the foregoing, Wal-Mart shall disconnect and cap at the main all known and unused
532 utility services serving the Property, on or before the issuance of a certificate of
533 occupancy for the Wal-mart Store. The demolition of the Toll Gas building, removal of

debris and disconnecting, capping and removal of unused utility services shall be done in conformity with City ordinances and all other laws and regulations pertaining thereto.

W. MISCELLANEOUS.

1. This Agreement shall be binding upon the parties, their successors or assigns, as the case may be.
2. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
3. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers must be in writing, signed by the parties and approved by the Roseville City Council. The City's failure to promptly take legal action to enforce a default under this Agreement shall not be a waiver or release of such default.
4. This Agreement shall run with the land and shall be binding upon Wal-Mart and its successors and assigns. Wal-Mart shall, at its expense, record this Agreement immediately before the recording of the Plat with the Ramsey County Recorder if the Property is abstract property and/or with the Ramsey County Registrar of Titles if the Property is Torrens property.
5. Wal-Mart will comply with the terms and conditions of this Agreement and with any and all City, County, State, Federal, and other laws, regulations and ordinances including, but not limited to: subdivision ordinances, zoning ordinances and environmental regulations, that may apply to the Plat and the development of the Property.
6. Wal-Mart shall be responsible for recording the Plat, and the cost thereof, following the approval of the Plat by the Roseville City Council. Wal-Mart shall, prior to the time this Agreement and the Plat are recorded, furnish the City with a title insurance commitment and make arrangements reasonably satisfactory to the City that immediately following the time that the Plat and this Agreement are recorded and Wal-Mart has completed the acquisition of the Property, Wal-Mart will be the sole fee simple owner of the Property and that there are no other parties having an interest in, or a lien or encumbrance against the Property. Arrangements for recording this Agreement and the Plat shall be made by Wal-Mart and the City to assure that title to the Property immediately following the recording of the Plat will be as set forth herein. The parties agree to coordinate the release and recording of the Plat and this Agreement and the acquisition by Wal-Mart of all of the Property including the Excess Parcel by means of a closing in escrow. The City shall not be obligated to release the Plat for recording until such arrangements have been made.
7. At the time the Plat is recorded, the City agrees to sell to Wal-Mart, pursuant to the terms and conditions set forth in Exhibit I-1, that parcel of land described on the attached Exhibit I-2 and depicted on the attached Exhibit I-3 (the "Excess Parcel").

Wal-Mart, upon or prior to recording the Plat, shall pay the City \$69,645.00 as consideration for the Excess Parcel in exchange for an executed quit claim deed for same, subject to the terms and conditions set forth in Exhibit I-1.

8. Changes in Official Controls. For two (2) years after the date of the approval of the Plat, no amendments to the City's Comprehensive Plan or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications required or permitted by the approved Plat, unless expressly required by state or federal law or agreed to in writing by the City and Wal-Mart.

[SEPARATE SIGNATURE PAGES FOLLOW]

585 IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

586

587

CITY OF ROSEVILLE

588

589

By: _____
Daniel J. Roe, Mayor

590

591

592

By: _____
William J. Malinen, City Manager

593

594

595

596

597 STATE OF MINNESOTA)

598) ss

599 COUNTY OF RAMSEY)

600

601

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603

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by Daniel J. Roe, Mayor, and William J. Malinen, City Manager, of the City of Roseville, a Minnesota municipal corporation, on behalf of the corporation.

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Notary Public

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WAL-MART REAL ESTATE BUSINESS TRUST,
a Delaware statutory trust

By: _____
John Clarke
Its: Vice President – Real Estate

STATE OF ARKANSAS)
) ss
COUNTY OF BENTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by John Clarke, the Vice President – Real Estate, on behalf of Wal-Mart Real Estate Business Trust, a Delaware statutory trust, on behalf of said trust.

Notary Public

THIS INSTRUMENT DRAFTED BY:
Erickson, Bell, Beckman & Quinn, P.A.
Attorneys-at-Law
Rosedale Tower, Suite 110
1700 West Hwy 36
Roseville, MN 55113
(651) 223-4999

641 **CONSENT**

642
643
644 The undersigned, being a fee simple owner of a portion of the real property legally described in
645 the attached Twin Lakes 2nd Addition Development Agreement, hereby consents to and agrees that the
646 property shall be subject to the terms and conditions of said Development Agreement.

647
648 In Witness Whereof, the undersigned has caused this Consent to be executed as of the ____ day
649 of _____, 2012.

650
651
652 ROSEVILLE PROPERTIES
653 a Minnesota general partnership

654
655
656 By: _____
657 Daniel P. Commers
658 Its: General Partner

659
660
661 STATE OF MINNESOTA)
662) ss
663 COUNTY OF RAMSEY)

664
665 The foregoing instrument was acknowledged before me this ____ day of _____, 2012,
666 by Daniel P. Commers, the General Partner of Roseville Properties, LLP, a Minnesota limited liability
667 partnership, on behalf of said partnership.

668
669
670 _____
671 Notary Public

672
673
674 This Instrument was Drafted By:
675 Erickson, Bell, Beckman & Quinn, P.A.
676 Attorneys-at-Law
677 Rosedale Tower, Suite 110
678 1700 West Hwy 36
679 Roseville, MN 55113
680 (651) 223-4999
681

682 **CONSENT**

683
684
685 The undersigned, being a fee simple owner of a portion of the real property legally described in
686 the attached Twin Lakes 2nd Addition Development Agreement, hereby consents to and agrees that the
687 property shall be subject to the terms and conditions of said Development Agreement.
688

689 In Witness Whereof, the undersigned has caused this Consent to be executed as of the ____ day
690 of _____, 2012.
691

692
693 ROSEVILLE ACQUISITIONS, LLC,
694 a Minnesota limited liability company
695

696
697 By: _____
698 Daniel P. Commers
699 Its: Chief Manager
700

701
702 STATE OF MINNESOTA)
703) ss
704 COUNTY OF RAMSEY)
705

706 The foregoing instrument was acknowledged before me this ____ day of _____, 2012,
707 by Daniel P. Commers, the Chief Manager of Roseville Acquisitions, LLC, a Minnesota limited liability
708 company, on behalf of said company.
709

710
711 _____
712 Notary Public
713
714

715 This Instrument was Drafted By:
716 Erickson, Bell, Beckman & Quinn, P.A.
717 Attorneys-at-Law
718 Rosedale Tower, Suite 110
719 1700 West Hwy 36
720 Roseville, MN 55113
721 (651) 223-4999
722

723 **CONSENT**

724
725
726 The undersigned, being a fee simple owner of a portion of the real property legally described in
727 the attached Twin Lakes 2nd Addition Development Agreement, hereby consents to and agrees that the
728 property shall be subject to the terms and conditions of said Development Agreement.
729

730 In Witness Whereof, the undersigned has caused this Consent to be executed as of the ____ day
731 of _____, 2012.
732

733
734 ROSEVILLE ACQUISITIONS THREE, LLC,
735 a Minnesota limited liability company
736

737
738 By: _____
739 Daniel P. Commers
740 Its: Chief Manager
741

742
743 STATE OF MINNESOTA)
744) ss
745 COUNTY OF RAMSEY)
746

747 The foregoing instrument was acknowledged before me this ____ day of _____, 2012,
748 by Daniel P. Commers, the Chief Manager of Roseville Acquisitions Three, LLC, a Minnesota limited
749 liability company, on behalf of said company.
750

751
752 _____
753 Notary Public
754

755
756 This Instrument was Drafted By:
757 Erickson, Bell, Beckman & Quinn, P.A.
758 Attorneys-at-Law
759 Rosedale Tower, Suite 110
760 1700 West Hwy 36
761 Roseville, MN 55113
762 (651) 223-4999
763

764 **CONSENT**

765
766
767 The undersigned, being a fee simple owner of a portion of the real property legally described in
768 the attached Twin Lakes 2nd Addition Development Agreement, hereby consents to and agrees that the
769 property shall be subject to the terms and conditions of said Development Agreement.
770

771 In Witness Whereof, the undersigned has caused this Consent to be executed as of the ____ day
772 of _____, 2012.
773

774
775 UNIVERSITY FINANCIAL CORP.,
776 a Minnesota corporation
777

778
779 By: _____
780 William Reiling
781 Its: President
782
783

784 STATE OF MINNESOTA)
785) ss
786 COUNTY OF RAMSEY)
787

788 The foregoing instrument was acknowledged before me this ____ day of _____, 2012,
789 by William Reiling, the President of University Financial Corp., a Minnesota corporation, on behalf of
790 said corporation.
791

792
793 _____
794 Notary Public
795
796

797 This Instrument was Drafted By:
798 Erickson, Bell, Beckman & Quinn, P.A.
799 Attorneys-at-Law
800 Rosedale Tower, Suite 110
801 1700 West Hwy 36
802 Roseville, MN 55113
803 (651) 223-4999
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EXHIBITS

- A Legal Description of Property
- B Conditions of Development
- C Wal-Mart Improvements
- D-1 City Improvements
- D-2 Estimate of City Improvement Costs
- E 35W Improvements
- F Site Plan
- G Security Deposit Calculations
- H Additional Items for Which Fees May Be Charged
- I-1 Terms of Excess Parcel Sale
- I-2 Excess Parcel Legal
- I-3 Excess Parcel Depiction

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EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

To be provided by Wal-Mart.

DRAFT

EXHIBIT B
CONDITIONS OF DEVELOPMENT

1. Wal-Mart shall acquire fee simple title to that portion of the Property (i.e. the Excess Parcel) which is currently owned by the City of Roseville.
2. The fee simple property owners shall either dedicate on the Plat or otherwise convey all roadway, utility, drainage, and other easements required by the City.
3. The access points to enter and exit the Property shall be at locations approved by the City and any other governmental entity having jurisdiction over adjacent roadways.
4. Wal-Mart shall install subdivision monuments as reasonably required by the Roseville Public Works Department and Ramsey County Surveyor.
5. The Petition for the vacation proceedings for that part of the public roadway and highway easement created by Document No. 1511814 lying adjacent to and 10 feet on the east and west side of vacated Mount Ridge Road within the Plat shall have been approved by the City.
6. Wal-Mart shall acquire fee simple title to all of the Property and provide proof that there are no liens, encumbrances or other parties having an interest in the Property at the time the Development Agreement and Plat are recorded or make other arrangements which are satisfactory to the City to assure that title to the property is satisfactory to the City.
7. Wal-Mart shall pay all unpaid subdivision review escrow fees as detailed in the adopted fee schedule for the City of Roseville prior to the City releasing the Plat for recording.
8. No building permits shall be issued for any use of the Property which is not a permitted use.

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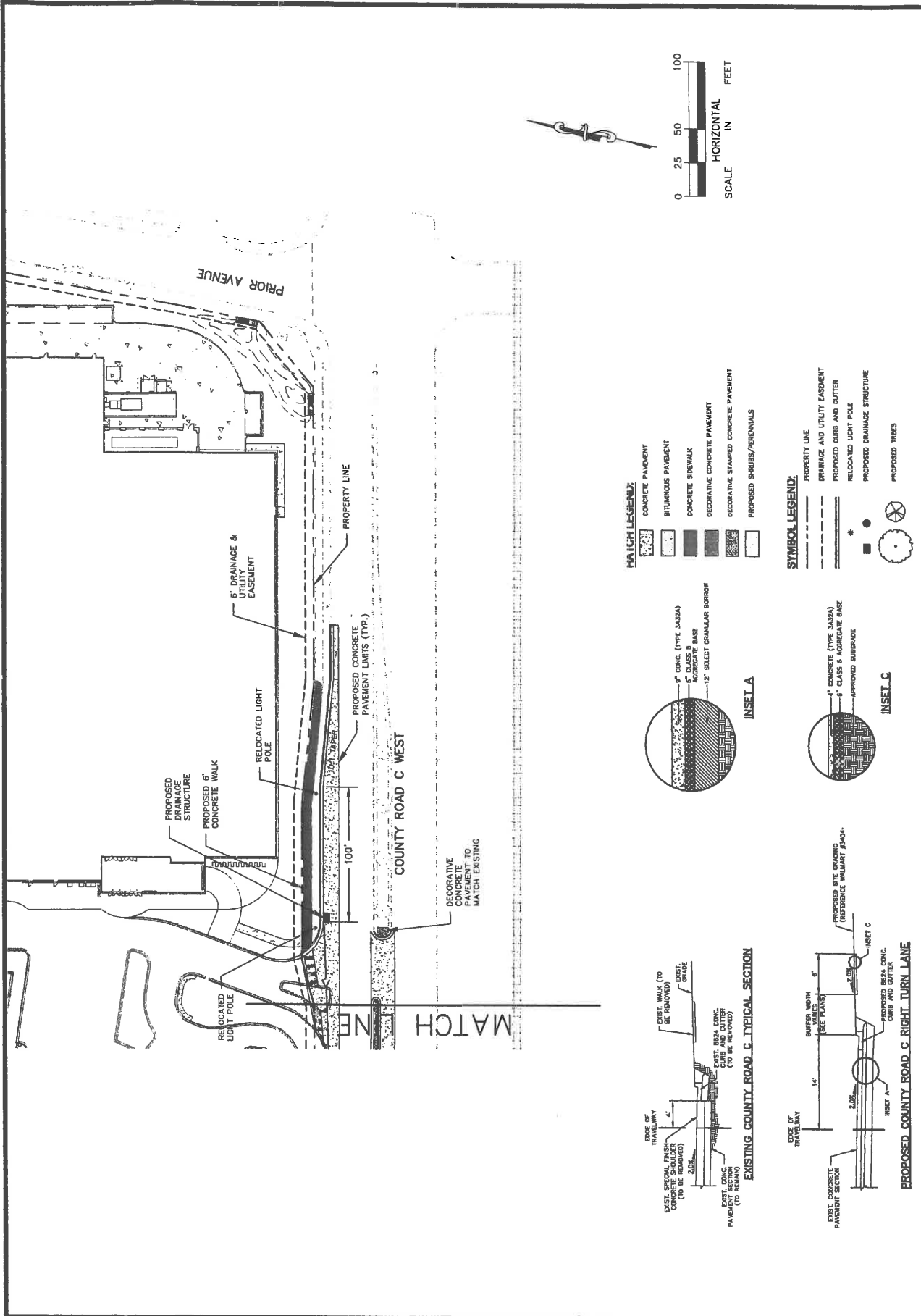
EXHIBIT C
WAL-MART IMPROVEMENTS

854 See Following Pages 1, 2 and 3.
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DRAFT



No.	Date	Revisions	App.
DESIGNED BY: BRE DRAWN BY: BRE CHECKED BY: WDM DATE: 05/02/2012 PROJECT NO. ----- DRAWING NAME 116199066_OFFSITE-01.dwg			

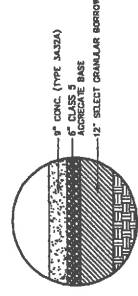


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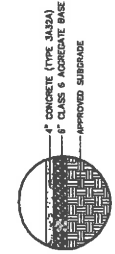
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- BITUMINOUS PAVEMENT
- CONCRETE SIDEWALK
- DECORATIVE CONCRETE PAVEMENT
- DECORATIVE STAMPED CONCRETE PAVEMENT
- PROPOSED SHOULDS/BERMS

SYMBOL LEGEND:

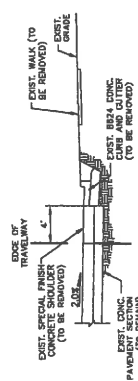
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- DRAINAGE AND UTILITY EASEMENT
- PROPOSED CURB AND GUTTER
- RELOCATED LIGHT POLE
- PROPOSED DRAINAGE STRUCTURE
- PROPOSED TREES



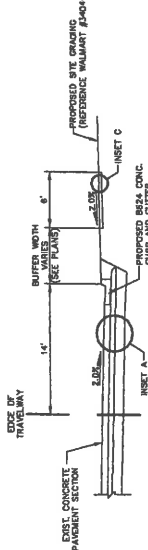
INSET A



INSET B



EXISTING COUNTY ROAD C TYPICAL SECTION



PROPOSED COUNTY ROAD C RIGHT TURN LANE

No.	Date	Revisions	App.	DRAWING NAME	DESIGNED BY:	DRAWN BY:	CHECKED BY:	DATE:	PROJECT NO.
				116199066_OFFSITE-02.dwg	BRE	BRE	WDM	05/02/2012	

CITY OF ROSEVILLE
TWIN LAKES AREA STREET IMPROVEMENTS
DEVELOPMENT AGREEMENT EXHIBITS
EXHIBIT G - COUNTY ROAD C EAST
STREET IMPROVEMENTS

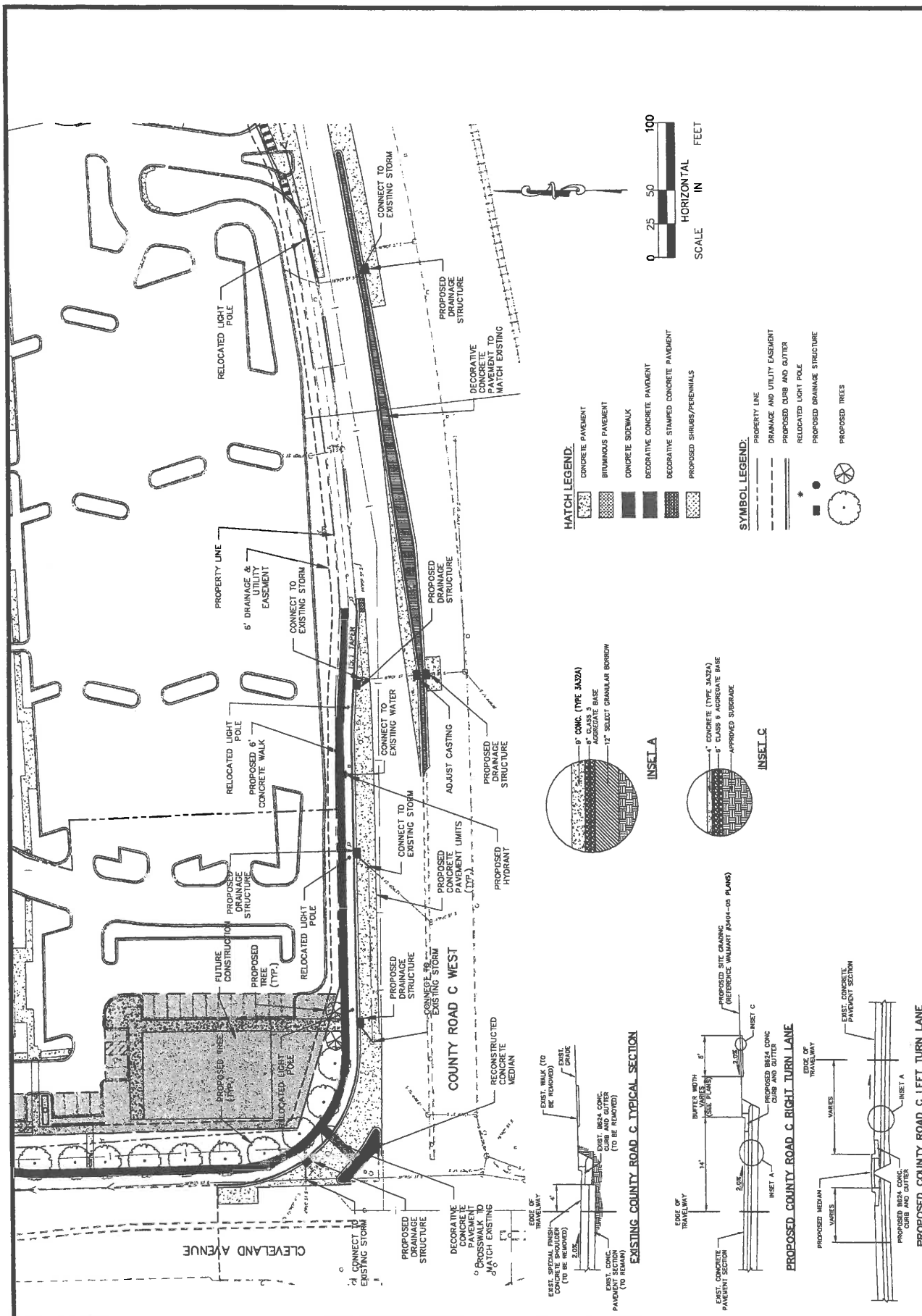
Kimley-Horn and Associates, Inc.
2550 UNIVERSITY AVE. WEST, SUITE 238N
ST. PAUL, MINNESOTA 55114
TEL. NO. (651) 645-4197
FAX NO. (651) 645-5116

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EXHIBIT D-1
CITY IMPROVEMENTS

See Following Pages 1, 2 and 3.

DRAFT

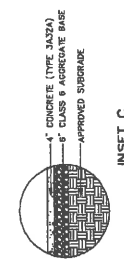
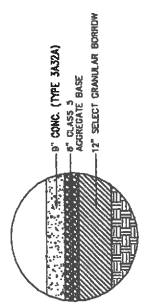
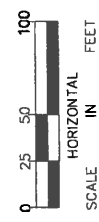


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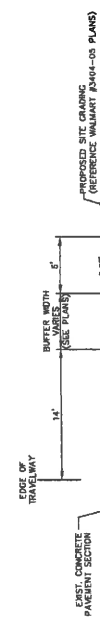
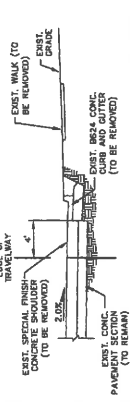
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- BITUMINOUS PAVEMENT
- CONCRETE SIDEWALK
- DECORATIVE CONCRETE PAVEMENT
- DECORATIVE STAMPED CONCRETE PAVEMENT
- PROPOSED SHRUBS/PETERNIALS

SYMBOL LEGEND:

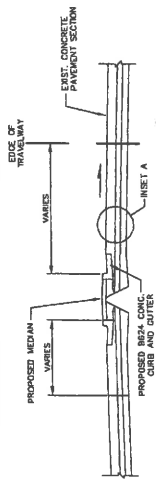
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- DRAINAGE AND UTILITY EASEMENT
- PROPOSED CURB AND GUTTER
- RELOCATED LIGHT POLE
- PROPOSED DRAINAGE STRUCTURE
- PROPOSED TREES



EXISTING COUNTY ROAD C TYPICAL SECTION



PROPOSED COUNTY ROAD C LEFT TURN LANE

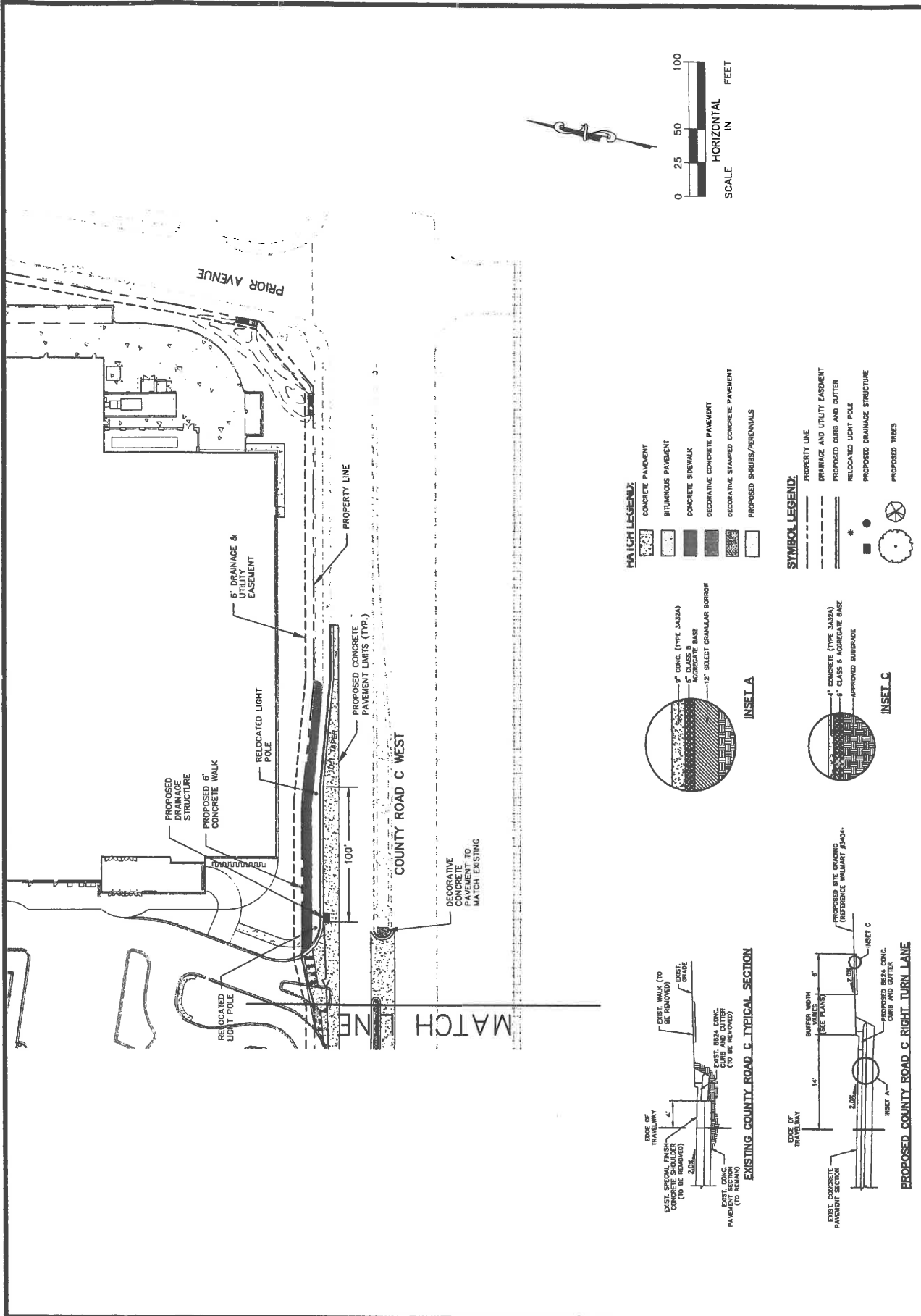


CITY OF ROSEVILLE			TWIN LAKES AREA STREET IMPROVEMENTS		
DEVELOPMENT AGREEMENT EXHIBITS			EXHIBIT G - COUNTY ROAD C WEST STREET IMPROVEMENTS		
No.	Date	Revisions	App.	DRAWING NAME	PROJECT NO.
				116199066_OFFSITE-01.dwg	
				DESIGNED BY: BRE	
				DRAWN BY: BRE	
				CHECKED BY: WDM	
				DATE: 05/02/2012	

Kimley-Horn and Associates, Inc.

2550 UNIVERSITY AVE. WEST, SUITE 238N
ST. PAUL, MINNESOTA 55114

TEL. NO. (651) 845-4197
FAX. NO. (651) 845-5116

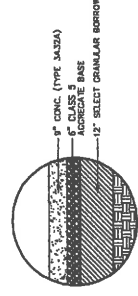


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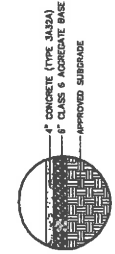
- CONCRETE PAVEMENT
- BITUMINOUS PAVEMENT
- CONCRETE SIDEWALK
- DECORATIVE CONCRETE PAVEMENT
- DECORATIVE STAMPED CONCRETE PAVEMENT
- PROPOSED SHOULDER/BERMS

SYMBOL LEGEND:

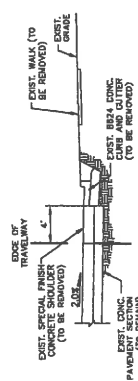
- PROPERTY LINE
- DRAINAGE AND UTILITY EASEMENT
- PROPOSED CURB AND GUTTER
- RELOCATED LIGHT POLE
- PROPOSED DRAINAGE STRUCTURE
- PROPOSED TREES



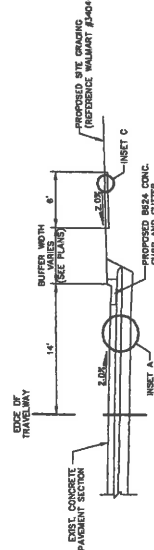
INSET A



INSET C



EXISTING COUNTY ROAD C TYPICAL SECTION



PROPOSED COUNTY ROAD C RIGHT TURN LANE

No.	Date	Revisions	App.	DRAWING NAME	DESIGNED BY:	DRAWN BY:	CHECKED BY:	DATE:	PROJECT NO.
				116199066_OFFSITE-02.dwg	BRE	BRE	WDM	05/02/2012	

CITY OF ROSEVILLE
TWIN LAKES AREA STREET IMPROVEMENTS
DEVELOPMENT AGREEMENT EXHIBITS
EXHIBIT G - COUNTY ROAD C EAST
STREET IMPROVEMENTS

Kimley-Horn and Associates, Inc.
2550 UNIVERSITY AVE. WEST, SUITE 238N
ST. PAUL, MINNESOTA 55114
TEL NO. (651) 645-4197
FAX NO. (651) 645-5116

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EXHIBIT D-2
ESTIMATE OF
CITY IMPROVEMENT COSTS

An Estimate of the costs to construct the City Local Improvements is as follows:

DRAFT

ENGINEER'S OPINION OF PROBABLE COST

Project: Walmart Store # 3404-05 Roseville, MN
Date: 5/10/2012
KHA Job No: 116199066



Description: COUNTY ROAD C RIGHT TURN LANE - ONTO CLEVELAND AVENUE

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount
1	2021.501	MOBILIZATION	LUMP SUM	0.30	\$ 24,000.00	\$ 7,200.00
2	2101.502	CLEARING	TREE	2	\$ 100.00	\$ 200.00
3	2101.502	CLEARING (8" AND LARGER TREES)	TREE	1	\$ 125.00	\$ 125.00
4	2101.507	GRUBBING	TREE	2	\$ 100.00	\$ 200.00
5	2101.507	GRUBBING (8" AND LARGER TREES)	TREE	1	\$ 125.00	\$ 125.00
6	2104.501	REMOVE CURB AND GUTTER	LIN FT	560	\$ 2.00	\$ 1,120.00
7	2104.501	REMOVE PIPE SEWERS	LIN FT	25	\$ 6.00	\$ 150.00
8	2104.505	REMOVE CONCRETE PAVEMENT	SQ YD	570	\$ 5.00	\$ 2,850.00
9	2104.505	REMOVE SIDEWALK	SQ YD	365	\$ 3.00	\$ 1,095.00
10	2104.509	REMOVE CASTING	EACH	3	\$ 200.00	\$ 600.00
11	2104.509	REMOVE DRAINAGE STRUCTURE	EACH	1	\$ 350.00	\$ 350.00
12	2104.509	REMOVE HYDRANT	EACH	1	\$ 500.00	\$ 500.00
13	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	560	\$ 3.00	\$ 1,680.00
14	2104.523	SALVAGE LIGHT POLE	EACH	3	\$ 800.00	\$ 2,400.00
15	2105.501	COMMON EXCAVATION (P)	CU YD	700	\$ 5.00	\$ 3,500.00
16	2105.522	SELECT GRANULAR BORROW (CV)	CU YD	200	\$ 12.00	\$ 2,400.00
17	2201.529	REINFORCED BARS (EPOXY COATED)	POUND	810	\$ 3.00	\$ 2,430.00
18	2211.501	AGGREGATE BASE CLASS 6	TON	250	\$ 14.00	\$ 3,500.00
19	2301.502	CONCRETE PAVEMENT STANDARD WIDTH 9"	SQ YD	810	\$ 25.00	\$ 20,250.00
20	2301.511	STRUCTURAL CONCRETE	CU YD	210	\$ 150.00	\$ 31,500.00
21	2301.538	DOWEL BAR	EACH	450	\$ 11.00	\$ 4,950.00
22	2301.602	DRILL AND GROUT REINFORCEMENT BARS (EPOXY COATED)	EACH	205	\$ 20.00	\$ 4,100.00
23	2301.604	DECORATIVE CONCRETE PAVEMENT STANDARD WIDTH 9"	SQ YD	32	\$ 30.00	\$ 960.00
24	2301.607	DECORATIVE STRUCTURAL CONCRETE	CU YD	8	\$ 225.00	\$ 1,800.00
25	2503.511	12" RC PIPE SEWER CLASS V	LIN FT	60	\$ 35.00	\$ 2,100.00
26	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	4	\$ 1,000.00	\$ 4,000.00
27	2504.602	INSTALL HYDRANT	EACH	1	\$ 4,000.00	\$ 4,000.00
28	2506.502	CONST DRAINAGE STRUCTURE (2'x3' BOX)	EACH	3	\$ 3,000.00	\$ 9,000.00
29	2521.501	4" CONCRETE WALK	SQ FT	6360	\$ 3.50	\$ 22,260.00
30	2531.501	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	580	\$ 13.00	\$ 7,540.00
31	2531.602	PEDESTRIAN CURB RAMP	EACH	2	\$ 400.00	\$ 800.00
32	2545.601	PRIVATE UTILITY RELOCATION	LUMP SUM	1	\$ 5,000.00	\$ 5,000.00
33	2545.602	REINSTALL LIGHT POLE	EACH	3	\$ 1,200.00	\$ 3,600.00
34	2563.601	TRAFFIC CONTROL	LUMP SUM	0.30	\$ 15,500.00	\$ 4,650.00
35	2571.502	DECIDUOUS TREE 2.5" CAL. B&B	TREE	2	\$ 380.00	\$ 760.00
36	2571.502	DECIDUOUS TREE 3" CAL. B&B	TREE	2	\$ 400.00	\$ 800.00
37	2573.601	EROSION AND SEDIMENT CONTROL	LUMP SUM	0.30	\$ 9,500.00	\$ 2,850.00
38	2575.505	SODDING TYPE LAWN	SQ YD	410	\$ 6.00	\$ 2,460.00
39	2654.601	SIGNING AND STRIPING	LUMP SUM	0.30	\$ 7,800.00	\$ 2,340.00
Subtotal:						\$ 166,145.00
Engineering (8%)						\$ 13,291.60
Construction Phase Services (6%)						\$ 9,968.70
Contingency (10%)						\$ 16,614.50
Total: COUNTY ROAD C TURN LANE						\$ 206,019.80
ONTO CLEVELAND AVENUE						

Description: COUNTY ROAD C WB LEFT TURN LANE EXTENSION

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount
1	2021.501	MOBILIZATION	LUMP SUM	0.15	\$ 24,000.00	\$ 3,600.00
2	2104.501	REMOVE CURB AND GUTTER	LIN FT	550	\$ 2.00	\$ 1,100.00
3	2104.505	REMOVE CONCRETE PAVEMENT	SQ YD	450	\$ 5.00	\$ 2,250.00
4	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	570	\$ 3.00	\$ 1,710.00
5	2105.501	COMMON EXCAVATION (P)	CU YD	125	\$ 5.00	\$ 625.00

6	2105.522	SELECT GRANULAR BORROW (CV)	CU YD	90	\$ 12.00	\$ 1,080.00
7	2201.529	REINFORCED BARS (EPOXY COATED)	POUND	540	\$ 3.00	\$ 1,620.00
8	2211.501	AGGREGATE BASE CLASS 6	TON	70	\$ 14.00	\$ 980.00
9	2301.502	CONCRETE PAVEMENT STANDARD WIDTH 9"	SQ YD	170	\$ 25.00	\$ 4,250.00
10	2301.511	STRUCTURAL CONCRETE	CU YD	45	\$ 150.00	\$ 6,750.00
11	2301.538	DOWEL BAR	EACH	260	\$ 11.00	\$ 2,860.00
12	2301.602	DRILL AND GROUT REINFORCEMENT BARS (EPOXY COATED)	EACH	170	\$ 20.00	\$ 3,400.00
13	2301.618	DECORATIVE CONCRETE PAVEMENT	SQ FT	1470	\$ 15.00	\$ 22,050.00
14	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	2	\$ 1,000.00	\$ 2,000.00
15	2506.502	CONST DRAINAGE STRUCTURE DESIGN 4020 (48" DIA)	EACH	2	\$ 4,000.00	\$ 8,000.00
16	2531.501	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	550	\$ 13.00	\$ 7,150.00
17	2563.601	TRAFFIC CONTROL	LUMP SUM	0.15	\$ 15,500.00	\$ 2,325.00
18	2573.601	EROSION AND SEDIMENT CONTROL	LUMP SUM	0.15	\$ 9,500.00	\$ 1,425.00
19	2654.601	SIGNING AND STRIPING	LUMP SUM	0.15	\$ 7,800.00	\$ 1,170.00
Subtotal:						\$ 74,345.00
Engineering (8%)						\$ 5,947.60
Construction Phase Services (6%)						\$ 4,460.70
Contingency (10%)						\$ 7,434.50
Total: COUNTY ROAD C WB						\$ 92,187.80
LEFT TURN LANE EXTENSION						

Description: TWIN LAKES RIGHT TURN LANE

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount
1	2021.501	MOBILIZATION	LUMP SUM	0.14	\$ 24,000.00	\$ 3,360.00
2	2101.502	CLEARING	TREE	6	\$ 100.00	\$ 600.00
3	2101.507	GRUBBING	TREE	6	\$ 100.00	\$ 600.00
4	2104.501	REMOVE CURB AND GUTTER	LIN FT	700	\$ 2.00	\$ 1,400.00
5	2104.509	REMOVE DRAINAGE STRUCTURE	EACH	1	\$ 350.00	\$ 350.00
6	2104.511	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	240	\$ 2.00	\$ 480.00
7	2104.523	SALVAGE LIGHT POLE	EACH	2	\$ 800.00	\$ 1,600.00
8	2105.501	COMMON EXCAVATION (P)	CU YD	70	\$ 5.00	\$ 350.00
9	2105.522	SELECT GRANULAR BORROW (CV)	CU YD	100	\$ 12.00	\$ 1,200.00
10	2211.501	AGGREGATE BASE CLASS 6	TON	120	\$ 14.00	\$ 1,680.00
11	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	20	\$ 3.00	\$ 60.00
12	2360.501	TYPE SP 12.5 WEARING COURSE	TON	70	\$ 70.00	\$ 4,900.00
13	2360.502	TYPE SP 12.5 NON WEARING COURSE	TON	50	\$ 70.00	\$ 3,500.00
14	2502.601	IRRIGATION SYSTEM MODIFICATION	LUMP SUM	0.5	\$ 3,000.00	\$ 1,500.00
15	2503.511	12" RC PIPE SEWER CLASS V	LIN FT	150	\$ 35.00	\$ 5,250.00
16	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	1	\$ 1,000.00	\$ 1,000.00
17	2506.502	CONST DRAINAGE STRUCTURE (2'x3' BOX)	EACH	1	\$ 3,000.00	\$ 3,000.00
18	2506.602	CONSTRUCT AREA DRAIN	EACH	1	\$ 2,500.00	\$ 2,500.00
19	2521.501	4" CONCRETE WALK	SQ FT	900	\$ 3.50	\$ 3,150.00
20	2531.501	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	270	\$ 12.00	\$ 3,240.00
21	2531.602	PEDESTRIAN CURB RAMP	EACH	2	\$ 400.00	\$ 800.00
22	2540.618	STAMPED CONCRETE	SQ FT	770	\$ 15.00	\$ 11,550.00
23	2545.602	INSTALL LIGHT	EACH	1	\$ 5,000.00	\$ 5,000.00
24	2545.602	REINSTALL LIGHT POLE	EACH	2	\$ 1,200.00	\$ 2,400.00
25	2563.601	TRAFFIC CONTROL	LUMP SUM	0.14	\$ 15,500.00	\$ 2,170.00
26	2571.502	DECIDUOUS TREE 2.5" CAL. B&B	TREE	1	\$ 380.00	\$ 380.00
27	2571.507	PERENNIAL #1 CONT.	PLANT	90	\$ 22.00	\$ 1,980.00
28	2573.601	EROSION AND SEDIMENT CONTROL	LUMP SUM	0.14	\$ 9,500.00	\$ 1,330.00
29	2575.505	SODDING TYPE LAWN	SQ YD	110	\$ 6.00	\$ 660.00
30	2575.607	SELECT TOPSOIL BORROW (CV)	CU YD	50	\$ 40.00	\$ 2,000.00
31	2654.601	SIGNING AND STRIPING	LUMP SUM	0.14	\$ 7,800.00	\$ 1,092.00
Subtotal:						\$ 69,082.00
Engineering (8%)						\$ 5,526.56
Construction Phase Services (6%)						\$ 4,144.92
Contingency (10%)						\$ 6,908.20
Total: TWIN LAKES RIGHT						\$ 85,661.68
TURN LANE						

Description: COUNTY ROAD C RIGHT TURN LANE INTO DEVELOPMENT

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount
1	2021.501	MOBILIZATION	LUMP SUM	0.19	\$ 24,000.00	\$ 4,560.00
2	2101.502	CLEARING	TREE	8	\$ 100.00	\$ 800.00
3	2101.507	GRUBBING	TREE	8	\$ 100.00	\$ 800.00
4	2104.501	REMOVE CURB AND GUTTER	LIN FT	375	\$ 2.00	\$ 750.00
5	2104.505	REMOVE CONCRETE PAVEMENT	SQ YD	450	\$ 5.00	\$ 2,250.00
6	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	380	\$ 3.00	\$ 1,140.00
7	2104.523	SALVAGE LIGHT POLE	EACH	3	\$ 800.00	\$ 2,400.00
8	2105.501	COMMON EXCAVATION (P)	CU YD	300	\$ 5.00	\$ 1,500.00
9	2105.522	SELECT GRANULAR BORROW (CV)	CU YD	225	\$ 12.00	\$ 2,700.00
10	2201.529	REINFORCED BARS (EPOXY COATED)	POUND	450	\$ 3.00	\$ 1,350.00
11	2211.501	AGGREGATE BASE CLASS 6	TON	150	\$ 14.00	\$ 2,100.00
12	2301.502	CONCRETE PAVEMENT STANDARD WIDTH 9"	SQ YD	390	\$ 25.00	\$ 9,750.00
13	2301.511	STRUCTURAL CONCRETE	CU YD	115	\$ 150.00	\$ 17,250.00
14	2301.538	DOWEL BAR	EACH	500	\$ 11.00	\$ 5,500.00
15	2301.602	DRILL AND GROUT REINFORCEMENT BARS (EPOXY COATED)	EACH	365	\$ 20.00	\$ 7,300.00
16	2301.604	DECORATIVE CONCRETE PAVEMENT STANDARD WIDTH 9"	SQ YD	30	\$ 30.00	\$ 900.00
17	2503.511	12" RC PIPE SEWER CLASS V	LIN FT	160	\$ 35.00	\$ 5,600.00
18	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	1	\$ 1,000.00	\$ 1,000.00
19	2506.502	CONST DRAINAGE STRUCTURE (2'x3' BOX)	EACH	1	\$ 3,000.00	\$ 3,000.00
20	2521.501	4" CONCRETE WALK	SQ FT	1260	\$ 3.50	\$ 4,410.00
21	2531.501	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	400	\$ 13.00	\$ 5,200.00
22	2531.602	PEDESTRIAN CURB RAMP	EACH	4	\$ 400.00	\$ 1,600.00
23	2545.602	REINSTALL LIGHT POLE	EACH	3	\$ 1,200.00	\$ 3,600.00
24	2563.601	TRAFFIC CONTROL	LUMP SUM	0.19	\$ 15,500.00	\$ 2,945.00
25	2573.601	EROSION AND SEDIMENT CONTROL	LUMP SUM	0.19	\$ 9,500.00	\$ 1,805.00
26	2575.505	SODDING TYPE LAWN	SQ YD	330	\$ 6.00	\$ 1,980.00
27	2654.601	SIGNING AND STRIPING	LUMP SUM	0.19	\$ 7,800.00	\$ 1,482.00
Subtotal:						\$ 93,672.00
Engineering (8%)						\$ 7,493.76
Construction Phase Services (6%)						\$ 5,620.32
Contingency (10%)						\$ 9,367.20
Total: COUNTY ROAD C RIGHT TURN LANE INTO DEVELOPMENT						\$ 116,153.28

Description: COUNTY ROAD C EB LEFT TURN LANE

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount
1	2021.501	MOBILIZATION	LUMP SUM	0.12	\$ 24,000.00	\$ 2,880.00
2	2101.502	CLEARING	TREE	3	\$ 100.00	\$ 300.00
3	2101.507	GRUBBING	TREE	3	\$ 100.00	\$ 300.00
4	2104.501	REMOVE CURB AND GUTTER	LIN FT	350	\$ 2.00	\$ 700.00
5	2104.505	REMOVE CONCRETE PAVEMENT	SQ YD	290	\$ 5.00	\$ 1,450.00
6	2104.509	REMOVE CASTING	EACH	1	\$ 200.00	\$ 200.00
7	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	500	\$ 3.00	\$ 1,500.00
8	2104.523	SALVAGE CASTING	EACH	1	\$ 200.00	\$ 200.00
9	2105.501	COMMON EXCAVATION (P)	CU YD	125	\$ 5.00	\$ 625.00
10	2105.522	SELECT GRANULAR BORROW (CV)	CU YD	135	\$ 12.00	\$ 1,620.00
11	2201.529	REINFORCED BARS (EPOXY COATED)	POUND	380	\$ 3.00	\$ 1,140.00
12	2211.501	AGGREGATE BASE CLASS 6	TON	150	\$ 14.00	\$ 2,100.00
13	2301.502	CONCRETE PAVEMENT STANDARD WIDTH 9"	SQ YD	330	\$ 25.00	\$ 8,250.00
14	2301.511	STRUCTURAL CONCRETE	CU YD	90	\$ 150.00	\$ 13,500.00
15	2301.538	DOWEL BAR	EACH	380	\$ 11.00	\$ 4,180.00
16	2301.602	DRILL AND GROUT REINFORCEMENT BARS (EPOXY COATED)	EACH	130	\$ 20.00	\$ 2,600.00
17	2301.618	DECORATIVE CONCRETE PAVEMENT	SQ FT	60	\$ 15.00	\$ 900.00
18	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	3	\$ 1,000.00	\$ 3,000.00
19	2506.502	CONST DRAINAGE STRUCTURE DESIGN 4020 (48" DIA)	EACH	1	\$ 4,000.00	\$ 4,000.00
20	2531.501	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	410	\$ 13.00	\$ 5,330.00
21	2563.601	TRAFFIC CONTROL	LUMP SUM	0.12	\$ 15,500.00	\$ 1,860.00

22	2573.601	EROSION AND SEDIMENT CONTROL	LUMP SUM	0.12	\$ 9,500.00	\$ 1,140.00
23	2654.601	SIGNING AND STRIPING	LUMP SUM	0.12	\$ 7,800.00	\$ 936.00
Subtotal:						\$ 58,711.00
Engineering (8%)						\$ 4,696.88
Construction Phase Services (6%)						\$ 3,522.66
Contingency (10%)						\$ 5,871.10
Total: COUNTY ROAD C EB LEFT TURN LANE						\$ 72,801.64

Description: TWIN LAKES PARKWAY ROUNDABOUT IMPROVEMENTS

Item No.	Mn/DOT No.	Item Description	Unit	Contract Quantity	Unit Price	Amount
1	2021.501	MOBILIZATION	LUMP SUM	0.10	\$ 24,000.00	\$ 2,400.00
2	2104.501	REMOVE CURB AND GUTTER	LIN FT	100	\$ 2.00	\$ 200.00
3	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	70	\$ 3.00	\$ 210.00
4	2104.505	REMOVE SIDEWALK	SQ YD	70	\$ 3.00	\$ 210.00
5	2104.511	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	70	\$ 2.00	\$ 140.00
6	2104.523	SALVAGE LIGHT POLE	EACH	1	\$ 800.00	\$ 800.00
7	2105.501	COMMON EXCAVATION (P)	CU YD	70	\$ 5.00	\$ 350.00
8	2105.522	SELECT GRANULAR BORROW (CV)	CU YD	70	\$ 12.00	\$ 840.00
9	2211.501	AGGREGATE BASE CLASS 6	TON	90	\$ 14.00	\$ 1,260.00
10	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	15	\$ 3.00	\$ 45.00
11	2360.501	TYPE SP 12.5 WEARING COURSE	TON	50	\$ 70.00	\$ 3,500.00
12	2360.502	TYPE SP 12.5 NON WEARING COURSE	TON	40	\$ 70.00	\$ 2,800.00
13	2502.601	IRRIGATION SYSTEM MODIFICATION	LUMP SUM	0.5	\$ 3,000.00	\$ 1,500.00
14	2503.511	12" RC PIPE SEWER CLASS V	LIN FT	50	\$ 35.00	\$ 1,750.00
15	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	1	\$ 1,000.00	\$ 1,000.00
16	2506.602	CONSTRUCT AREA DRAIN	EACH	1	\$ 2,500.00	\$ 2,500.00
17	2521.501	4" CONCRETE WALK	SQ FT	180	\$ 3.50	\$ 630.00
18	2531.501	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	250	\$ 12.00	\$ 3,000.00
19	2531.602	PEDESTRIAN CURB RAMP	EACH	1	\$ 400.00	\$ 400.00
20	2540.618	STAMPED CONCRETE	SQ FT	390	\$ 15.00	\$ 5,850.00
21	2545.602	REINSTALL LIGHT POLE	EACH	1	\$ 1,200.00	\$ 1,200.00
22	2563.601	TRAFFIC CONTROL	LUMP SUM	0.10	\$ 15,500.00	\$ 1,550.00
23	2571.502	DECIDUOUS TREE 2.5" CAL. B&B	TREE	9	\$ 380.00	\$ 3,420.00
24	2571.505	DECIDUOUS SHRUB #3 CONT.	SHRUB	29	\$ 50.00	\$ 1,450.00
25	2571.507	PERENNIAL #1 CONT.	PLANT	266	\$ 22.00	\$ 5,852.00
26	2573.601	EROSION AND SEDIMENT CONTROL	LUMP SUM	0.10	\$ 9,500.00	\$ 950.00
27	2575.505	SODDING TYPE LAWN	SQ YD	190	\$ 6.00	\$ 1,140.00
28	2575.607	SELECT TOPSOIL BORROW (CV)	CU YD	160	\$ 40.00	\$ 6,400.00
29	2654.601	SIGNING AND STRIPING	LUMP SUM	0.10	\$ 7,800.00	\$ 780.00
Subtotal:						\$ 52,127.00
Engineering (8%)						\$ 4,170.16
Construction Phase Services (6%)						\$ 3,127.62
Contingency (10%)						\$ 5,212.70
Total: TWIN LAKES PARKWAY ROUNDABOUT IMPROVEMENTS						\$ 64,637.48

Estimated Cost of all improvements: \$637,461.68

874
875
876

EXHIBIT E
35W IMPROVEMENTS

DRAFT



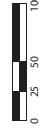
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EXHIBIT F
SITE PLAN

DRAFT



ROSEVILLE, MN
MASTER PLAN
APRIL 2012



SITE DATA

SECTION 4, TOWNSHIP 26, RANGE 23	LOCATION	SECTION 4, TOWNSHIP 26, RANGE 23
CLEVELAND AVENUE AND COUNTY ROAD C	ADDRESS	CLEVELAND AVENUE AND COUNTY ROAD C
UNIMPROVED	ZONING DISTRICT	UNIMPROVED
NO MAXIMUM	SITE AREA	NO MAXIMUM
NO MAXIMUM	MAX. BUILDING HEIGHT	NO MAXIMUM
NO MAXIMUM	FLOOR AREA	NO MAXIMUM
NO MAXIMUM	LOT 1 COVERED AREA	NO MAXIMUM
NO MAXIMUM	LOT 2 COVERED AREA	NO MAXIMUM
NO MAXIMUM	LOT 3 COVERED AREA	NO MAXIMUM
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NO MAXIMUM	LOT 5 COVERED AREA	NO MAXIMUM
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NO MAXIMUM	LOT 62 COVERED AREA	NO MAXIMUM
NO MAXIMUM	LOT 63 COVERED AREA	NO MAXIMUM
NO MAXIMUM	LOT 64 COVERED AREA	NO MAXIMUM
NO MAXIMUM	LOT 65 COVERED AREA	NO MAXIMUM
NO MAXIMUM	LOT 66 COVERED AREA	NO MAXIMUM
NO MAXIMUM	LOT 67 COVERED AREA	NO MAXIMUM
NO MAXIMUM	LOT 68 COVERED AREA	NO MAXIMUM
NO MAXIMUM	LOT 69 COVERED AREA	NO MAXIMUM
NO MAXIMUM	LOT 70 COVERED AREA	NO MAXIMUM
NO MAXIMUM	LOT 71 COVERED AREA	NO MAXIMUM
NO MAXIMUM	LOT 72 COVERED AREA	NO MAXIMUM
NO MAXIMUM	LOT 73 COVERED AREA	NO MAXIMUM
NO MAXIMUM	LOT 74 COVERED AREA	NO MAXIMUM
NO MAXIMUM	LOT 75 COVERED AREA	NO MAXIMUM
NO MAXIMUM	LOT 76 COVERED AREA	NO MAXIMUM
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NO MAXIMUM	LOT 85 COVERED AREA	NO MAXIMUM
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NO MAXIMUM	LOT 88 COVERED AREA	NO MAXIMUM
NO MAXIMUM	LOT 89 COVERED AREA	NO MAXIMUM
NO MAXIMUM	LOT 90 COVERED AREA	NO MAXIMUM
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NO MAXIMUM	LOT 92 COVERED AREA	NO MAXIMUM
NO MAXIMUM	LOT 93 COVERED AREA	NO MAXIMUM
NO MAXIMUM	LOT 94 COVERED AREA	NO MAXIMUM
NO MAXIMUM	LOT 95 COVERED AREA	NO MAXIMUM
NO MAXIMUM	LOT 96 COVERED AREA	NO MAXIMUM
NO MAXIMUM	LOT 97 COVERED AREA	NO MAXIMUM
NO MAXIMUM	LOT 98 COVERED AREA	NO MAXIMUM
NO MAXIMUM	LOT 99 COVERED AREA	NO MAXIMUM
NO MAXIMUM	LOT 100 COVERED AREA	NO MAXIMUM



Kimley-Horn
and Associates, Inc.
227 PAULINA DRIVE
SUITE 1100
ROSEVILLE, MN 55127
TEL: (651) 645-4377
FAX: (651) 645-5178

EXHIBIT G
SECURITY DEPOSIT CALCULATION

The City of Roseville requires that security be provided for the construction of the City Improvements in the amount of 125% of the estimated costs of such improvements.

It has been estimated that for the Twin Lakes 2nd Addition the construction of local road improvements and associated infrastructure is needed in the amount of \$637,461.68.

The amount of the Security Deposit is as follows:

Estimated cost for improvements:	\$637,461.68
	<u> x 1.25 </u>
Total	\$796,827.10
Security Deposit Required	\$796,827.00

EXHIBIT H
ADDITIONAL ITEMS FOR WHICH FEES MAY BE CHARGED

See attached Fee Schedule on following pages.

DRAFT



2012 Fee Schedule

Effective January 1, 2012

Prepared by the Department of Finance

City of Roseville 2012 Fee Schedule

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City of Roseville 2012 Fee Schedule

Fee / Charge Description	City Code	Current Amount	Proposed Amount
Amusement device – per machine	303	\$ 15.00	\$ 15.00
Benches in right-of-way	703	40.00	40.00
Assessment searches			
Deferred / Pending		0.00	0.00
Historical		100.00	100.00
Bowling alley			
First alley	303	70.00	70.00
Each additional alley	303	20.00	20.00
Burial Permit	401	100.00	100.00
Building Permits	901	see Appendix A	see Appendix A
Christmas trees, sale of (Seasonal Permit)	305	50.00	50.00
Cigarettes, sale of	306	200.00	200.00
Construction noise variance	405.03	300.00	300.00
Conversation parlors	308	10,000.00	10,000.00
Copy charges	N/A	0.25 / page	0.25 / page
CPR Training	N/A	\$80 / student	\$80 / student
Daycare facility inspection fee	N/A	40.00	40.00
Dog and cat license			
2 year – sterilized	501	10.00	10.00
2 year – sterilized and micro chipped	501	5.00	5.00
2 year – non sterilized	501	35.00	35.00
2 year – non sterilized and micro chipped	501	25.00	25.00
Lifetime license – sterilized	501	30.00	30.00
Lifetime license – sterilized and micro chipped	501	5.00	5.00
Lifetime license – non sterilized	501	150.00	150.00
Lifetime license – non sterilized, but micro chipped	501	100.00	100.00
Duplicate / address change	501	5.00	5.00
Special multiple – 2 year	501	40.00	40.00
Dog kennels	501	75.00	75.00
DVD / VHS Copy		5.00	5.00
Encroachment Agreement Application fee	N/A	275.00	275.00
Erosion control inspection permit			
Less than 1 acre	1017	600.00	600.00
1 to 5 acres	1017	880.00	880.00
More than 5 acres	1017	1,320.00	1,320.00
Erosion control permit <i>renewal</i>			
Less than 1 acre	1017	220.00	220.00
1 to 5 acres	1017	320.00	320.00
More than 5 acres	1017	480.00	480.00
Erosion control escrow fee	1017	3,000/acre	3,000/acre
Excavation, grading, and surfacing	705	see Appendix A	see Appendix A

City of Roseville 2012 Fee Schedule

Fee / Charge Description	City Code	Current Amount	Proposed Amount
False alarm fees – Police			
Third false alarm	506	100.00	100.00
Fourth false alarm	506	200.00	200.00
Fifth false alarm	506	300.00	300.00
Sixth false alarm	506	400.00	400.00
Seventh and all subsequent false alarm	506	500.00	500.00
False alarm fees – fire			
Third false alarm	506	300.00	300.00
Fourth false alarm	506	400.00	400.00
Fifth and all subsequent false alarm fees	506	500.00	500.00
Construction-related	N/A	150.00	150.00
Fertilizer, sale of	408	30.00	30.00
Fertilizer, applicator	408	100.00	100.00
Firearms, sale of	310	30.00	30.00
Fireworks, sale of consumer (existing retail)	N/A	100.00	100.00
Fireworks, sale of consumer (stand-alone, temporary)	N/A	350.00	350.00
Fire rescue and extrication fee	N/A	400.00	400.00
Fire safety training	N/A	80.00 / hr	80.00 / hr
Fuel storage tank inspection	N/A	100.00	100.00
Game room	303	175.00	175.00
Gas pumps – private business	310	60.00	60.00
Gasoline stations	310	130.00	130.00
Horse	501	5.00	5.00
Hospitals-veterinary	310	80.00	80.00
Lawful gambling			
One time event permit	304	25.00	25.00
Premises permit	304	3% of gross receipts	3% of gross receipts
Required contributions	304	10% of net profits	10% of net profits
Leaf Pickup fee		30.00	50.00

City of Roseville 2012 Fee Schedule

Fee / Charge Description	City Code	Current Amount	Proposed Amount
Liquor licenses:			
On sale intoxicating liquor license	302	7,000.00	7,000.00
On sale wine license (establishments with 75 seats or less)	302	750.00	750.00
On sale wine license (establishments with 75 seats or more)	302	1,500.00	1,500.00
Temporary on sale (3 days)	302	50.00	50.00
Temporary on sale in Central Park	302	20.00	20.00
Sunday on sale license	302	200.00	200.00
Special club license (dependent on the Number of members):			
51 – 200	302	300.00	300.00
201 – 500	302	500.00	500.00
501 – 1,000	302	650.00	650.00
1,000 – 2,000	302	800.00	800.00
2,001 – 4,000	302	1,000.00	1,000.00
4,001 – 6,000	302	2,000.00	2,000.00
More than 6,000	302	3,000.00	3,000.00
Off sale intoxicating liquor license	302	300.00	300.00
Liquor License – investigation fee	302	300.00	300.00
Liquor License – sale outside of premises	302	25.00	25.00
Massage therapist	309	100.00	100.00
Massage therapy business establishment	309	150.00 / 300.00	150.00 / 300.00
Open burning permit	N/A	90.00	90.00
Park Dedication – residential	1103	3,000.00/unit	3,500.00/unit
Park Dedication – other (c)	1103	5.0 % of fmV	5.0% of fmV
Pawn Shop license	311	10,000.00	10,000.00
Pathway patching fee			
Concrete sidewalk – 2 panels		675.00	675.00
Bituminous (12' x 8')		500.00	500.00
Pawn shop and precious metal dealer license	311	13,000.00	13,000.00
Pawn shop fee (per transaction)	N/A	2.60	2.60
Pool and billiards			
First table	303	70.00	70.00
Each additional table	303	20.00	20.00
Precious metal dealer	311	10,000.00	10,000.00
Property nuisance calls (starting with 3 rd call)	511	250.00	250.00
Public improvement contract application fee (b)	N/A	525.00	525.00
Recycling contractor	403	125.00	125.00
Rental Registration (Housing)	907	25.00	25.00
Right-of-way permits	703, 707	325.00	325.00
Sewer connection fees	802	see Appendix A	see Appendix A
Sewer usage fees	802	separate resolution	separate resolution

City of Roseville 2012 Fee Schedule

Fee / Charge Description	City Code	Current Amount	Proposed Amount
Soil contamination	406	\$1/cu.yd. up to \$300	\$1/cu.yd. up to \$300
Solid waste hauler	402	125.00	125.00
Stormwater drainage fees	803	separate resolution	separate resolution
Stormwater residential permit		250.00	250.00
Stormwater residential permit renewal (5-years)	n/a	100.00	100.00
Street patching fee (d)	n/a	600 / 1,200	600 / 1,200
Theaters – per viewing screen	310	70.00	70.00
Tree planting and removal	706	separate ordinance	separate ordinance
Utility service location fee	N/A	100.00	100.00
Vehicle forfeiture impound fee (per day)	N/A	20.00	20.00
Water connection fees	801	see Appendix A	see Appendix A
Water usage fees	801	separate resolution	separate resolution
Water tower permit – private use	801	separate resolution	separate resolution
Well permit	801	separate resolution	separate resolution
Wireless permit fee	1205	Negotiated	Negotiated

(b) In addition to the \$525 base fee, a charge of 4% (increased from 3%) of the total improvement cost is also assessed.

(c) Calculation is made on 5% of the estimated fair market value of unimproved land, as determined by the Ramsey County Assessor's office on the date of approval of the plat or subdivision.

(d) Street patching fee is \$600 without a curb, and \$1,200 with a curb.

City of Roseville 2012 Fee Schedule

Administrative Fines

Fee / Charge Description	City Code	Current Amount	Proposed Amount
Alcohol and Tobacco Sales:			
Purchase, possession - underage		\$ 150.00	\$ 150.00
Lending ID to underage person		100.00	100.00
Selling tobacco – underage		200.00	200.00
Selling alcohol – underage		250.00	250.00
License holder	N / A	150.00	150.00
Other violation		100.00	100.00
Parking:			
Handicap zone		100.00	100.00
Fire lane		25.00	25.00
Snowbird		25.00	25.00
Blocking fire hydrant		25.00	25.00
Other illegal parking	N / A	25.00	25.00
Fires: No open fires		25.00	25.00
Fire Code	N / A	100.00	100.00
Animals:			
Vicious animal		50.00	50.00
Barking dog		50.00	50.00
Animal at large		50.00	50.00
Other animal violation	N / A	50.00	50.00
Miscellaneous:			
Building code		100.00	100.00
Fill permits		100.00	100.00
Failure to apply for license		50.00	50.00
Fireworks – use, possession, sale		250.00	250.00
Land use		100.00	100.00
Licenses (not occurring elsewhere)		50.00	50.00
Illegal dumping		150.00	150.00
Consuming alcohol-unauthorized places		250.00	250.00
Tampering with Civic Defense System		250.00	250.00
Seat belts		25.00	25.00
Expired license plates		35.00	35.00
Missing plate/tab		35.00	35.00
Trespassing		150.00	150.00
Golf cart / ATV violation		50.00	50.00
Noise complaint		250.00	250.00
Park ordinance violation		25.00	25.00
Peddling		75.00	75.00
Public nuisance		100.00	100.00
Regulated businesses		100.00	100.00
Signs		50.00	50.00
Snowmobiles		50.00	50.00
Discharge, display of weapon		250.00	250.00
Wetland / Shore land	N / A	100.00	100.00

City of Roseville 2012 Fee Schedule

Building Permit Fees

City Code Sections; 307, 801, 802, 901, 1014

Building Permit Fee – Zoning and Inspections:

Permit fee to be based on job cost valuation. The determination of value or valuation shall be made by the building official. The value to be used in computing the building permit and building plan review fees shall be the total of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems and any other permanent equipment.

Total Valuation	Current Amount	Proposed Amount	
\$1 - \$500	\$31	\$31.00	
\$501 - \$2,000	\$31 for the first \$500 value, plus \$4 for each additional \$100 value or fraction thereof	\$31.00 for the first \$500 value, plus \$4.00 for each additional \$100 value or fraction thereof	*
\$2,001 - \$25,000	\$83.50 for the first \$2,000 value, plus \$16.55 for each additional \$1,000 value or fraction thereof	\$83.50 for the first \$2,000 value, plus \$16.55 for each additional \$1,000 value or fraction thereof	
\$25,001 - \$50,000	\$464.15 for the first \$25,000 value, plus \$12.00 for each additional \$1,000 value or fraction thereof	\$464.15 for the first \$25,000 value, plus \$12.00 for each additional \$1,000 value or fraction thereof	
\$50,001 - \$100,000	\$764.15 for the first \$50,000 value, plus \$8.45 for each additional \$1,000 value or fraction thereof	\$764.15 for the first \$50,000 value, plus \$8.45 for each additional \$1,000 value or fraction thereof	
\$100,001 - \$500,000	\$1,186.65 for the first \$100,000 value, plus \$6.75 for each additional \$1,000 value or fraction thereof	\$1,186.65 for the first \$100,000 value, plus \$6.75 for each additional \$1,000 value or fraction thereof	
\$500,0001 - \$1,000,000	\$3,886.65 for the first \$500,000 value, plus \$5.50 for each additional \$1,000 value or fraction thereof	\$3,886.65 for the first \$500,000 value, plus \$5.50 for each additional \$1,000 value or fraction thereof	
In excess of \$1,000,000	\$6,636.65 for the first \$1,000,000 value, plus \$4.50 for each additional \$1,000 value or fraction thereof	\$6,636.65 for the first \$1,000,000 value, plus \$4.50 for each additional \$1,000 value or fraction thereof	
Inspections outside of normal business hours	\$63.50	\$63.50	
Re-inspection fees (per State Building code)	\$63.50	\$63.50	*
Misc. inspection fees	\$63.50	\$63.50	
Add'l plan review fee required by revisions	\$63.50	\$63.50	

City of Roseville 2012 Fee Schedule

Building Permit Fee – Engineering:

Total Valuation	Current Amount	Proposed Amount
\$1 - \$500	\$ 5	\$ 5
\$501 - \$2,000	5	5
\$2,001 - \$25,000	25	25
\$25,001 - \$50,000	50	50
\$50,001 - \$100,000	75	75
\$100,001 - \$500,000	100	100
\$500,001 - \$1,000,000	200	200
In excess of \$1,000,000	300	300

Demolition Permit Fee:

Description	Current Amount	Proposed Amount
Tenant improvement/remodeling prior to building permit	\$67.00	\$68.00
Structures not connected to utilities	87.50	90.00
Residential structures connected to city utilities	150.00	152.00
Commercial structures connected to city utilities	\$335.00	\$390.00

Electrical Permit Fee:

Set through yearly contract with Contract Electrical Inspector

Fire Safety Inspection Fee:

An amount equal to eight percent (8%) of the amount determined by the Building Permit Fee (except for single-family dwellings) to be charged and used to defray the cost of fire safety inspections (Ord. 1237, 3-13-2000, eff. 5-1-2000)

Grading Plan Review Fee – Planning & Zoning:

Description	Current Amount	Proposed Amount
50 cubic yards or less	\$75	\$75
51 – 10,000 cubic yards	\$150.00 for the first 1,000 cubic yards, plus \$10.00 for each additional 1,000 yards or fraction thereof	\$150.00 for the first 1,000 cubic yards, plus \$10.00 for each additional 1,000 yards or fraction thereof
10,001 – 100,000 cubic yards	\$300.00 for the first 10,000 cubic yards, plus \$5.00 for each additional 10,000 yards or fraction thereof	\$300.00 for the first 10,000 cubic yards, plus \$5.00 for each additional 10,000 yards or fraction thereof
In excess of 100,000 cubic yards	\$800.00 for the first 100,000 cubic yards, plus \$10.00 for each additional 10,000 yards or fraction thereof	\$800.00 for the first 100,000 cubic yards, plus \$10.00 for each additional 10,000 yards or fraction thereof

*

City of Roseville 2012 Fee Schedule

Grading Plan Review Fee – Engineering:

Description	Current Amount	Proposed Amount
50 cubic yards or less	\$ 25.00	\$ 25.00
51 – 10,000 cubic yards	25.00	25.00
10,001 – 100,000 cubic yards	50.00	50.00
In excess of 100,000 cubic yards	75.00	75.00

Grading Permit Fee – Planning & Zoning:

Description	Current Amount	Proposed Amount
50 cubic yards or less	\$75	\$75
1 – 1,000 cubic yards	\$100.00 for the first 100 cubic yards, plus \$20.00 for each additional 100 yards or fraction thereof	\$100.00 for the first 100 cubic yards, plus \$20.00 for each additional 100 yards or fraction thereof
1,001 – 10,000 cubic yards	\$300.00 for the first 1,000 cubic yards, plus \$30.00 for each additional 1,000 yards or fraction thereof	\$300.00 for the first 1,000 cubic yards, plus \$30.00 for each additional 1,000 yards or fraction thereof
10,001 – 100,000 cubic yards	\$600.00 for the first 10,000 cubic yards, plus \$100.00 for each additional 10,000 yards or fraction thereof	\$600.00 for the first 10,000 cubic yards, plus \$100.00 for each additional 10,000 yards or fraction thereof
In excess of 100,000 cubic yards	\$1,500.00 for the first 100,000 cubic yards, plus \$80.00 for each additional 10,000 yards or fraction thereof	\$1,500.00 for the first 100,000 cubic yards, plus \$80.00 for each additional 10,000 yards or fraction thereof

*

Grading Permit Fee – Engineering:

Description	Current Amount	Proposed Amount
50 cubic yards or less	\$ 25.00	\$ 25.00
1 – 1,000 cubic yards	25.00	25.00
1,001 – 10,000 cubic yards	50.00	50.00
10,001 – 100,000 cubic yards	75.00	75.00
In excess of 100,000 cubic yards	100.00	100.00

Investigation Fee: Work without a Permit

Whenever any work for which a permit is required from the city has been commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by this code. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

City of Roseville 2012 Fee Schedule

Manufactured Home Permit Fee:

Description	Current Amount	Proposed Amount
New installation	\$ 257.50	\$ 260.00

Mechanical Permit Fee - Residential:

Description	Current Amount	Proposed Amount
Air conditioning – new	\$ 44.50	\$ 45.00
Air conditioning – replacement	56.50	57.00
Warm air furnace – new	94.00	95.00
Warm air furnace - replacement	56.50	57.00
Hot water boilers – new	94.00	95.00
Hot water boilers – replacement	56.50	57.00
Unit heaters	56.50	57.00
Swimming pool heaters	56.50	57.00
Misc. work & gas piping	1.28% of job cost	1.28% of job cost
Minimum fee	56.50	57.00
Gas fireplace	56.50	57.00
In floor heat	\$ 56.50	78.00
Solar panel installation	\$1.28 % of job cost / \$150.00 min fee	\$1.28 % of job cost / \$150.00 min fee

Mechanical Permit Fee - Commercial:

Description	Current Amount	Proposed Amount
All commercial work	1.28% of job cost / \$56.50 min fee	1.28% of job cost / \$57.00 min fee

Moving Permit Fee:

Description	Current Amount	Proposed Amount
Over private property only	\$ 85.50	\$87.00
Over public streets	125.00	127.00
Investigation fee per hour	\$63.55	\$64.50

Plumbing Permit Fee:

Description	Current Amount	Proposed Amount
Administrative/minimum fee	\$ 56.50	\$ 57.00
Additional for each fixture opening	10.00	10.00
Miscellaneous work	1.28% of job cost	1.28% of job cost
Backflow prevention verification	\$ 26.00	\$ 26.00

City of Roseville 2012 Fee Schedule

Plan Review Fee:

When a building permit is required and a plan is required to be submitted, a plan checking fee shall be paid. Plan checking fees for all buildings, except for construction costs in R-1 and R-2 zones which do not involve new single family structures and are of less than seven thousand dollars (\$7,000.00), shall be sixty five percent (65%) of the building permit fee as set forth in Section 901.06 of this chapter, except as modified in M.S.B.C. Section 1300. (Ord. 1110, 4-13-1992)

The plan review fees specified are separate fees from the permit fees and are in addition to the permit fees.

When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items an additional plan review fee shall be charged.

Expiration of plan review. Applications for which no permit is issued within 180 days following the date of application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the building official. The building official may extend the time for action by the applicant for a period not exceeding 180 days on request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. No application shall be extended more than once. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee.

Refund Fee:

The building official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The building official may authorize a refunding of permit fees paid when no work has been done under a permit issued in accordance with this code.

The building official may authorize a refunding of plan review fees paid when an application for a permit for which a plan review fee has paid is withdrawn or canceled before any plan reviewing is done.

The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.

Sewer Connection Permit Fee – Planning & Zoning:

Description	Current Amount	Proposed Amount
Residential	\$ 86.00	\$ 87.00
Commercial	276.00	280.00
Repair	56.50	57.00
Disconnect – residential	77.00	78.00
Disconnect – commercial	\$ 155.00	\$ 157.00

City of Roseville 2012 Fee Schedule

Sewer Connection Permit Fee – Engineering:

Description	Current Amount	Proposed Amount
Residential	\$ 5.00	\$ 5.00
Commercial	25.00	25.00
Repair	5.00	5.00
Disconnect – residential	25.00	25.00
Disconnect – commercial	75.00	75.00

Sign Permit Fee:

Utilize building permit fee schedule. No plan review fee

Description	Current Amount	Proposed Amount
Permanent Sign – minimum fee	\$ 55.00	\$ 55.00
Temporary Sign	25.00	25.00

Swimming Pool Permit Fee – Planning & Zoning:

Description	Current Amount	Proposed Amount
Residential pool	\$ 194.00	\$ 197.00
Commercial pool	Utilize building Permit fee Schedule	Utilize building Permit fee Schedule

Swimming Pool Permit Fee – Engineering:

Description	Current Amount	Proposed Amount
Residential pool	\$ 15.00	\$ 15.00
Commercial pool	-	-

Water Connection Permit Fee – Planning & Zoning:

Description	Current Amount	Proposed Amount
Residential	\$ 86.00	\$ 87.00
Commercial	276.00	280.00
Repair	56.50	57.00
Disconnect – residential	77.00	78.00
Disconnect – commercial	\$ 155.00	\$ 157.00

City of Roseville 2012 Fee Schedule

Water Connection Permit Fee – Engineering:

Description	Current Amount	Proposed Amount
Residential	\$ 5.00	\$ 5.00
Commercial	25.00	25.00
Repair	5.00	5.00
Disconnect – residential	25.00	25.00
Disconnect – commercial	75.00	75.00
Water main tapping fee	0.00	325.00

Residential Property Improvement Permit Fee (Fences, Walls, Sheds, Driveways, Drain tile System) – Planning & Zoning:

Description	Current Amount	Proposed Amount
Driveway permits	\$ 44.50	\$ 46.00
Fence permits – residential	80.00	75.00
Fence permits - commercial	Use Permit Fee Schedule	Use Permit Fee Schedule
Shed permits	65.00	50.00
Drain tile	107.00	110.00
Other – utilize building permit fee schedule		

City of Roseville 2012 Fee Schedule

Miscellaneous Fees:

Description	Current Amount	Proposed Amount
Minimum roofing fee	\$ 110.00	\$ 112.00
Minimum window replacement fee	83.50	85.00
Minimum siding replacement fee	83.50	85.00
Administrative fee for abatement per hour	63.55	64.50
Wood burning fireplace	83.50	85.00
Verification of state contracting license	5.00	5.00
Replacement inspection card	20.00	20.00
Re-stamping job site plan sets	30.00	30.00
Certificate of Occupancy – conditional	30.00	30.00
Certificate of Occupancy – full	20.00	20.00
Certificate of Occupancy – copy	10.00	10.00
City contractor license fee	86.00	87.00
Administrative fee – R1 or R2 zones	63.55	64.50
Administrative fee – other zones	63.55	64.50
Footing/foundation permits – residential	94.00	95.00
Footing/foundation permits – commercial	428.00	434.00
Construction deposit – residential	800.00	800.00
Construction deposit – commercial	3,950.00	4,000.00
SAC Admin Fee	16.00	16.00
Lead Abatement License Fee	5.00	5.00
Property Age Verification Fee	5.00	5.00
Outdoor Display Permit Fee	40.00	40.00

City of Roseville 2012 Fee Schedule

Community Development Department Permit and Miscellaneous Fees

Item/Permit	Current	Proposed Amount
City Consultant Review/Research - Comm./Industrial/Multi-family land use, economic development, utility, building permit review, traffic, or development or redevelopment projects or proposals payable as escrow or at building permit	100% of direct cost billed to applicant	100% of direct cost billed to applicant
Planned Unit Development – Amendment	400	400
Planned Unit Development – Escrow (Amendment)*****	2,000 minimum	\$2,000 minimum
PUD Escrow (historical data collection & analysis; site plan & survey review & analysis; city approval analysis; letter creation)	Staff hourly rate/1.9 times per hour. \$50.00 per hour minimum	Staff hourly rate/1.9 times per hour. \$50.00 per hour minimum
Rezoning of Project Site or Parcel**	600	600
Zoning Code Text Amendment**	600	600
Vacation of Right-of-Way**	300	300
Vacation of Easement**	300	300
Comprehensive Plan – Text Amendment**	825	825
Comprehensive Plan – Designation Amendment**	825	825
Conditional Use - Residential**	300	300
Conditional Use - Commercial**	600	600
Conditional Use Escrow – Commercial*****	1,000 minimum	1,000 minimum
Subdivision – Escrow*****	1,500 minimum	1,500 minimum
Subdivision Escrow (historical data collection & analysis; site plan & survey review & analysis; city approval analysis; letter creation)	Staff hourly rate/1.9 times per hour. \$50.00 per hour minimum	Staff hourly rate/1.9 times per hour. \$50.00 per hour minimum
Subdivision – Minor**	500	500
Subdivision – Preliminary Plat	500	500
Subdivision - Final Plat	500	500
Variance - Residential**	300	300
Variance – Non Residential**	400	400
Interim Use**	600	600
Interim Use extension**	150	150
Setback Permit Administrative	100	100
Zoning Compliance Letter (historical data collection & analysis; site plan & survey review & analysis; city approval analysis; letter creation)	Staff hourly rate/1.9 times per hour. \$50.00 per hour minimum	Staff hourly rate/1.9 times per hour. \$50.00 per hour minimum
Residential Variance Appeal Fee	250	250
Commercial Variance Appeal Fee	275	275
Master Sign Plan – residential	250	250
Master Sign Plan – commercial	350	350
Accessory Dwelling Unit Permit	0	100
Extra Mailing Cost (for mailing notices when more than 50 are required)	0.45 each	0.45 each
Tax Increment Finance (establishment of district or review of proposal, including city consultants)	\$15,000 deposit – minimum fee plus consultants fees	\$15,000 deposit – minimum fee plus consultants fees
Planning Commission Agendas/Year (mailed)	10.00*	10.00*
Planning Commission Minutes/Year (mailed)	15.00*	15.00*
Comprehensive Plan CD	20.00*	20.00*
Zoning Code CD	20.00*	20.00*

City of Roseville 2012 Fee Schedule

Research Staff Time	Staff hourly rate/1.9 times per hour. \$50.00 per hour minimum	Staff hourly rate/1.9 times per hour. \$50.00 per hour minimum
Copying	\$.25/sheet	\$.25/sheet
Maps*** – 8 ½ x 11 (black and white) – existing PDF maps	No Charge*	No Charge*
Maps – 8 ½ x 11 (color) – existing PDF maps	1.00*	1.00*
Maps – 11 x 17 (color) – existing PDF maps	2.00*	2.00*
Maps – 17 x 22 (color) – existing PDF maps	10.00*	10.00*
Maps – 22 x 34 (color) – existing PDF maps	20.00*	20.00*
Maps – 34 x 44 (color) – existing PDF maps	40.00*	40.00*
City Address Book (11x17)* – existing PDF maps	100.00 per book*	100.00 per book*

* Free/no charge on internet city home page and available for review at library and city hall

** If multiple requests (such as a subdivision, a variance, and a conditional use permit) are part of one application, City charges only for most expensive permit application

*** Maps/data that are to be created as custom requests are to be charged at a time and materials rate. (GIS Coordinator hourly rate times 1.9 multiplier)

**** The amount listed under the PUD, CU, and Subdivision Escrow is the minimum amount required for the application. A higher amount, as determined by the City, may be required for projects that will take a significant amount of time.

City of Roseville 2012 Fee Schedule

Electrical Permit Fees

- A. Minimum fee for each separate inspection of an installation, replacement, alteration or repair is limited to one inspection only:

Current Amount	Proposed Amount
\$ 35.00	\$ 35.00

- B. Services, changes of service, temporary services, additions, alterations or repairs on either primary or secondary services shall be computed separately:

Description	Current Amount	Proposed Amount
0 to 300 amp	\$50.00	\$ 50.00
301 to 400 amp	58.00	58.00
401 to 500 amp	72.00	72.00
501 to 600 amp	86.00	86.00
601 to 800 amp	114.00	114.00
801 to 1,000 amp	142.00	142.00
1,001 to 1,100 amp	156.00	156.00
1,101 to 1,200 amp	170.00	170.00
Add \$14 for each add'l 100 amps		

- C. Circuits, installation of additions, alterations, or repairs of each circuit or sub-feeder shall be computed separately, including circuits fed from sub-feeders and including the equipment served, except as provided for in (D) through (K):

Description	Current Amount	Proposed Amount
0 to 30 amp	\$ 8.00	\$ 8.00
31 to 100 amp	10.00	10.00
101 to 200 amp	15.00	15.00
201 to 300 amp	20.00	20.00
301 to 400 amp	25.00	25.00
401 to 500 amp	30.00	30.00
501 to 600 amp	35.00	35.00
601 to 700 amp	40.00	40.00
Add \$5 for each add'l 100 amps		

- D. Maximum fee for single-family dwelling shall not exceed \$150.00 if not over 200-ampere capacity. This includes service, feeders, circuits, fixtures and equipment. The maximum fee provides for not more than two rough-in inspections and the final inspection per dwelling. Additional inspections are at the re-inspection rate.

City of Roseville 2012 Fee Schedule

- E.** Maximum fee on an apartment building shall not exceed \$70.00 per dwelling unit. A two-unit dwelling (duplex) maximum fee per unit as per single-family dwelling.
- F.** The fee for remote control/signal circuits is \$0.75 per device.
- G.** In addition to the above fees:
 - 1) A charge of \$4.00 will be made for each street lighting standard.
 - 2) A charge of \$7.00 will be made for each traffic signal standard. Circuits originating within the standard will not be used when computing fees.
- H.** In addition to the above fees, all transformers and generators for light, heat and power shall be computed separately at \$8.00 plus \$.40 per KVA up to and including 100 KVA. 101 KVA and over at \$.30 per KVA. The maximum fee for any transformer or generator in this category is \$80.00.
- I.** In addition to the above fees, all transformers for signs and outline lighting shall be computed at \$8.00.
- J.** The fee for retro fit lighting is \$0.65 per light fixture.
- K.** In addition to the above fees, the inspection fee for each separate inspection of a swimming pool shall be computed at \$35.00. Reinforcing steel for swimming pools requires a rough-in inspection.
- L.** For the review of plans and specifications of proposed installations, there shall be a minimum fee of \$150.00 up to and including \$30,000 of electrical estimate, plus 1/10 of 1% on any amount in excess of \$30,000 to be paid by permit applicant.
- M.** When re-inspection is necessary to determine whether unsafe conditions have been corrected and such conditions are not subject to an appeal pending before any Court, a re-inspection fee of \$35.00 may be assessed in writing by the Inspector.
- N.** For inspections not covered herein, or for requested special inspections or services, the fee shall be established separately.

City of Roseville 2012 Fee Schedule

- O.** For inspection of transient projects, including but not limited to, carnivals and circuses, the inspection fees shall be computed as follows:

Power supply units according to Item “B” of fee schedule. A like fee will be required on power supply units at each engagement during the season, except that a fee of \$35.00 per hour will be charged for additional time spent by the Inspector if the power supply is not ready for inspections as required by law.

Rides, Devices or Concessions: Shall be inspected at their first appearance of the season and the inspection fee shall be \$35.00 per unit.

- P.** The fee is doubled if the work starts before the permit is issued.

EXHIBIT I-1
TERMS OF EXCESS PARCEL SALE

The City agrees to sell to Wal-Mart, pursuant to the terms and conditions set forth below, that Parcel of land described in Exhibit I-2 and depicted in Exhibit I-3 ("Excess Parcel"):

1. The City shall sell to Wal-Mart the Excess Parcel for the amount of \$69,645.00. The \$69,645.00 shall be paid to the City at the time of the delivery of the deed of conveyance by the City to Wal-Mart. The parties hereto agree to use an escrow style closing.
2. The City shall convey the Excess Parcel by Quit Claim Deed which shall be delivered to Wal-Mart at the time of recording of the Plat of Twin Lakes 2nd Addition. If the Plat is not recorded for any reason, then the City shall not be obligated to sell the Property to Wal-Mart and Wal-Mart shall have no obligation to purchase the Excess Parcel
3. Wal-Mart shall have the opportunity to obtain and review title evidence, at Wal-Mart's sole cost, and to satisfy itself as to the condition of title of the Excess Parcel prior to such conveyance. If Wal-Mart is not satisfied with the condition of title of the Excess Parcel, Wal-Mart shall have the right to elect not to purchase the Excess Parcel.
4. The Excess Parcel is being sold by the City to Wal-Mart in its "as-is," condition without any representations or warranties regarding title to, the physical condition of, or the presence of any environmental contamination on, in or upon the Excess Parcel.
5. The City shall have the right to reserve all existing utility easements currently located in or on the Excess Parcel in the Quit Claim Deed. Following conveyance of the Excess Parcel by the City to Wal-Mart, Wal-Mart shall provide the City with those easements, if any, as shown on the Plat.
6. Wal-Mart shall record the Quit Claim Deed immediately prior to the recording of the Plat.
7. Wal-Mart shall pay all state deed tax, conservation fees, recording fees, title insurance costs and title closing costs payable with respect to the conveyance of the Excess Parcel.
8. The Property is not being taxed for real estate tax purposes and to the best of the knowledge of the City there are no assessments against the Excess Parcel. Therefore, no allocation is being made with respect to real estate taxes and assessments.
9. If: a) Wal-Mart fails to acquire fee simple title to all of the property contained in the Plat of Twin Lakes 2nd Addition, or b) the Plat of Twin Lakes 2nd Addition and the Twin Lakes 2nd Addition Development Agreement are not recorded in the office of the Ramsey County Recorder, within one (1) year after the approval of the Plat by the Roseville City Council, or c) if the Twin Lakes 2nd Addition Development Agreement terminates, then the obligation of the City to sell the Excess Parcel shall terminate, the City shall thereafter no longer be obligated to sell the Excess

950 Parcel to Wal-Mart and Wal-Mart shall have no obligation to purchase the Excess Parcel from
951 the City.
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953 10. If this Agreement is terminated for any reason then neither the City nor Wal-Mart shall be
954 obligated to sell or purchase the Excess Parcel.
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956 11. The City makes the following Disclosures regarding the Excess Parcel:
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- 958 1. The City certifies that the City does not know of any wells on the Excess Parcel.
- 959 2. The City does not know of a private sewer system on or serving the Excess Parcel.
- 960 3. The City is not aware of any methamphetamine production that has occurred on the
961 Excess Parcel.
- 962 4. If airport zoning regulations affect the Excess Parcel, a copy of those airport zoning
963 regulations as adopted can be viewed or obtained at the office of the county recorder
964 where the Excess Parcel is located.
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EXHIBIT I-2
EXCESS PARCEL LEGAL

That part of Twin Lakes Parkway and Mount Ridge Road lying within Lot 2, Block C, Twin View,
according to the recorded plat thereof, Ramsey County, Minnesota

DRAFT

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EXHIBIT I-3
EXCESS PARCEL DEPICTION

DRAFT

SCALE: 1 inch = 40 Feet

EXTRACT OF MINUTES OF MEETING OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota, was held on the 23rd day of July 2012 at 6:00 p.m.

The following Members were present: _____;
and ____ was absent.

Council Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

A RESOLUTION APPROVING THE TWIN LAKES 2ND ADDITION PLAT AND ASSOCIATED DEVELOPMENT AGREEMENT (PF12-001)

WHEREAS, an application for approval a final plat of the land which is shown on **Exhibit A**, attached hereto, and an associated Development Agreement have been prepared pursuant to the requirements of the City of Roseville Zoning Code and submitted to the City of Roseville, and

WHEREAS, Wal-Mart Real Estate Business Trust intends to purchase the entirety of the property being platted;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville, Minnesota that based on the comments and findings of Sections 4 – 7 and the recommendation and conditions of Section 8 of the staff report prepared for this action, the TWIN LAKES 2ND ADDITION FINAL PLAT of the subject property is hereby approved, subject to the following conditions:

- a.** Wal-Mart Real Estate Business Trust shall enter into a development agreement pertaining to the plat which is satisfactory to the City. Such development agreement shall include the requirement that Wal-Mart enter into a security plan approved by the Roseville Police Chief which identifies and incorporates on-site technology, personnel, and practices to improve security, minimize losses, and better communicate with the Police Department. If a mutually agreeable security plan cannot be developed, Wal-Mart shall pay for costs related to calls for law enforcement service at the Property in excess of 300 calls per year. Calls for law enforcement service shall include any calls or service in which persons employed by the City and assigned to the Roseville City Police Department are involved. The cost for each call in excess of 300 per year shall be determined by adding the cost of all City employees (including administrative employees) involved in receiving, responding to or providing service with respect to the call. Each employees cost shall be determined by multiplying the employee's hourly rate times 1.9, times the number of hours (or portion thereof) expended by such employee regarding the call. Payment shall be made within 30 days of the delivery by the City upon Wal-Mart of a written invoice stating the amount due for each call in excess of 300 per year. This provision shall be reviewed by the Roseville City Council after the Wal-Mart store has been

opened for over one (1) year and may be modified by the City Council after the review.

- b.** Wal-Mart Real Estate Business Trust shall acquire fee simple title to all of the real property included in the plat and provide proof that there are no liens, encumbrances or other parties having an interest in the Property at the time the Development Agreement and Plat are recorded or make other arrangements which are satisfactory to the City to assure that title to the property is satisfactory to the City.
- c.** Wal-Mart Real Estate Business Trust shall either dedicate on the Plat or otherwise convey all roadway, utility, drainage, and other easements required by the City.
- d.** The access points to enter and exit the Property shall be at locations approved by the City and any other governmental entity having jurisdiction over adjacent roadways.
- e.** Wal-Mart Real Estate Business Trust shall install subdivision monuments as reasonably required by the Roseville Public Works Department and Ramsey County Surveyor.
- f.** Wal-Mart Real Estate Business Trust shall pay all unpaid subdivision review escrow fees as detailed in the adopted fee schedule for the City of Roseville prior to the City releasing the Plat for recording.
- g.** No building permits shall be issued for any use of the property which is not a permitted use.
- h.** The Petition for the vacation proceedings for that part of the public roadway and highway easement created by Document No. 1511814 lying adjacent to and 10 feet on the east and west side of vacated Mount Ridge Road within the Plat shall have been approved by the City.

AND BE IT FURTHER RESOLVED by the City Council of the City of Roseville, Minnesota, that associated DEVELOPMENT AGREEMENT, attached hereto as **Exhibit B**, is hereby approved pursuant to the applicable conditions of the FINAL PLAT approval and that the City Manager and Mayor are hereby authorized to sign the Public Improvement Contract on behalf of the City

The motion for the adoption of the foregoing resolution was duly seconded by Council Member _____ and upon vote being taken thereon, the following voted in favor: and _____ voted against.

WHEREUPON said resolution was declared duly passed and adopted.

[illegible]

WITNESS MY HAND officially as such Manager this 23rd day of July 2012.

(SEAL)

Exhibit A

Exhibit B