

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

2. APPROVAL OF AGENDA

3. PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGMENTS

- a. Update from Beyond the Yellow Ribbon
- b. Proclamation - Lung Cancer Awareness

4. RESPONSE TO PUBLIC COMMENT

5. PUBLIC COMMENT

Individuals will be allowed to address the Council on subjects that are not a part of the meeting agenda. Typically, replies to the concerns expressed will be made via letter or phone call within a week or at the following council meeting.

6. CONSENT AGENDA

- a. Bill Listings
- b. Minutes of the October 17, 2023 Regular Meeting Minutes
- c. Minutes of the October 17, 2023 Special Work Session Proceedings
- d. Approve Entry into Lease Agreement for Toro Groundmaster
- e. Final Acceptance - Boulder Avenue Extension
- f. Approve 60 Day Medical Leave of Absence for Firefighter
- g. Approve Assessment Agreement & Waiver - Akron Ave
- h. 2024 SIP Approve Proposal/Order Feasibility Report
- i. Adoption of Alternative Urban Areawide Review for Rosemount Industrial Scannell Property
- j. Request by SKB for approval of the SKB ROSEMOUNT 2nd Addition Final Plat
- k. Approve Assignment of Subdivision Agreement - Rich Valley 1st Addition
- l. Pine Bend Solar Farm Stormwater Maintenance Agreement
- m. Appointment of Additional Election Judges for November 7, 2023 Election
- n. Approve Rosecott Place Apartments Subdivision Agreements

7. PUBLIC HEARINGS

8. UNFINISHED BUSINESS

- a. Life Time Facility - Change Order #1

9. NEW BUSINESS

- a. Life Time Facility - Change Order #2

10. ANNOUNCEMENTS

- a. City Staff Updates
- b. Upcoming Community Calendar

11. ADJOURNMENT

City Council Regular Meeting: November 6, 2023

AGENDA ITEM: Update from Beyond the Yellow Ribbon	AGENDA SECTION: PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGMENTS
PREPARED BY: Logan Martin, City Administrator	AGENDA NO. 3.a.
ATTACHMENTS:	APPROVED BY: LJM
RECOMMENDED ACTION: None, receive update.	

BACKGROUND

As Veteran's Day approaches, it is timely to receive an update on the latest work of the Rosemount Beyond the Yellow Ribbon committee. Committee members will be present to discuss their recent programming and to remind residents of the services they provide as winter approaches.

The Committee recently gave the City a generous donation in support of a K9 Ballistic Vest via proceeds from their Salute the Troops Golf Tournament. We greatly appreciate their partnership and the services they provide to the veterans throughout our community.

RECOMMENDATION

None, receive update

City Council Regular Meeting: November 6, 2023

AGENDA ITEM: Proclamation - Lung Cancer Awareness	AGENDA SECTION: PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGMENTS
PREPARED BY: Logan Martin, City Administrator	AGENDA NO. 3.b.
ATTACHMENTS: Proclamation	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to proclaim November 2023 as Lung Cancer Awareness Month in the City of Rosemount	

BACKGROUND

The City was approached about participating in raising awareness for lung cancer and lung cancer screening by the American Lung Cancer Screening Initiative. Lung cancer is the deadliest cancer in the United States and the world, but it has been shown that lung cancer screening significantly reduces mortality by diagnosing lung cancer earlier. However, only 5.8% of high-risk individuals are currently getting screened, which means thousands of lives are lost every year simply due to a lack of awareness.

A proclamation is attached to lend official recognition to the importance of educating the public on lung cancer, as well as raise awareness about the resources available to screen for the disease early-on.

RECOMMENDATION

Staff recommends the Council adopt a proclamation declaring November 2023 as Lung Cancer Awareness Month in the City of Rosemount

PROCLAMATION

Whereas, Lung cancer is the leading cause of cancer death among men and women in the United States; and the 5-year survival rate for is approx. 60%, yet only about 24% of lung cancers are diagnosed at this stage; and

Whereas, Screening for high-risk individuals can lead to its earlier detection and save lives; and funding for lung cancer research trails far behind funding for research of many other cancers; and

Whereas, Lung cancer incidence is decreasing twice as fast in men as it is in women and by 2035 more women will die from lung cancer than men; and

Whereas, Disparities in lung cancer screening, diagnosis, treatment, and mortality are well characterized among African Americans and other racial minorities; and

Whereas, Lung cancer in individuals who never smoked is the 7th leading cause of cancer-related death, 60-70% of individuals diagnosed who never smoked are women, and the proportion of lung cancers diagnosed in people who never smoked is increasing in the US; and

Whereas, Organizations such as the American Lung Cancer Screening Initiative and Women's Lung Cancer Forum are committed to educating and working to increase screening rates.

Now, Therefore, I, Jeffery D. Weisensel, Mayor of Rosemount Minnesota, do hereby proclaim November 2023, as Lung Cancer Awareness Month in the City of Rosemount and recognize the need for research in lung cancer affecting women as well as health disparities, and encourage all citizens to learn about lung cancer and early detection through screening.

Dated this 6th day of November, 2023.

Mayor _____

City Council Regular Meeting: November 6, 2023

AGENDA ITEM: Bill Listings	AGENDA SECTION: CONSENT AGENDA
PREPARED BY:	AGENDA NO. 6.a.
ATTACHMENTS: Bills Listing	APPROVED BY:
RECOMMENDED ACTION:	

BACKGROUND**RECOMMENDATION**

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-040435 DAKOTA ELECTRIC ASSOCIATION										
I 200001066414	9/23	STREET LIGHTS	APBNK	10/20/2023	R	10/04/2023		6,437.72	6,437.72CR	
		G/L ACCOUNT		CK: 153677				6,437.72		
	608	49508-01-381.00	ELECTRIC UTILITIES				6,437.72	STREET LIGHTS		
I 200001519073	9/23	SIREN #10	APBNK	10/20/2023	R	10/04/2023		5.00	5.00CR	
		G/L ACCOUNT		CK: 153677				5.00		
	101	43121-01-381.00	ELECTRIC UTILITIES				5.00	SIREN #10		
I 200001834654	9/23	LIFT STATION #4	APBNK	10/20/2023	R	10/04/2023		169.05	169.05CR	
		G/L ACCOUNT		CK: 153677				169.05		
	602	49454-01-381.00	ELECTRIC UTILITIES				169.05	LIFT STATION #4		
I 200002004786	9/23	CONNEMARA PARK SHELTER/LIGH	APBNK	10/20/2023	R	10/04/2023		31.35	31.35CR	
		G/L ACCOUNT		CK: 153677				31.35		
	101	45202-01-381.00	ELECTRIC UTILITIES				31.35	CONNEMARA PARK SHELTER/LIGHTS		
I 200002007870	9/23	IRRIGATION PUMP/SP CONTROL	APBNK	10/20/2023	R	10/04/2023		88.50	88.50CR	
		G/L ACCOUNT		CK: 153677				88.50		
	101	45202-01-381.00	ELECTRIC UTILITIES				88.50	IRRIGATION PUMP/SP CONTROL BLD		
I 200002009231	9/23	WELL #8	APBNK	10/20/2023	R	10/04/2023		3,602.80	3,602.80CR	
		G/L ACCOUNT		CK: 153677				3,602.80		
	601	49408-01-381.00	ELECTRIC UTILITIES				3,602.80	WELL #8		
I 200002009496	9/23	WATER TOWER #2	APBNK	10/20/2023	R	10/04/2023		260.75	260.75CR	
		G/L ACCOUNT		CK: 153677				260.75		
	601	49416-01-381.00	ELECTRIC UTILITIES				260.75	WATER TOWER #2		
I 200002079739	9/23	JAYCEE PARK SHELTER/LIGHTS	APBNK	10/20/2023	R	10/04/2023		121.72	121.72CR	
		G/L ACCOUNT		CK: 153677				121.72		
	101	45202-01-381.00	ELECTRIC UTILITIES				121.72	JAYCEE PARK SHELTER/LIGHTS		
I 200002080539	9/23	LIFT STATION #3	APBNK	10/20/2023	R	10/04/2023		201.66	201.66CR	
		G/L ACCOUNT		CK: 153677				201.66		
	602	49453-01-381.00	ELECTRIC UTILITIES				201.66	LIFT STATION #3		
I 200002112506	9/23	JAYCEE PARK TRAIL LIGHTS	APBNK	10/20/2023	R	10/04/2023		178.09	178.09CR	
		G/L ACCOUNT		CK: 153677				178.09		
	101	45202-01-381.00	ELECTRIC UTILITIES				178.09	JAYCEE PARK TRAIL LIGHTS		
I 200002868701	9/23	STORM DRAIN LIFT STATION #3	APBNK	10/20/2023	R	10/04/2023		262.80	262.80CR	
		G/L ACCOUNT		CK: 153677				262.80		
	603	49513-01-381.00	ELECTRIC UTILITIES				262.80	STORM DRAIN LIFT STATION #3		
I 200003329984	9/23	SDLS #4/LS #6	APBNK	10/20/2023	R	10/04/2023		137.04	137.04CR	
		G/L ACCOUNT		CK: 153677				137.04		
	603	49514-01-381.00	ELECTRIC UTILITIES				27.41	SDLS #4/LS #6		

PACKET: 06822 10/20/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
		602 49456-01-381.00	ELECTRIC UTILITIES			109.63	SDLS #4/LS #6		
I 200003564457	9/23	METERED TUNNEL LIGHTS	APBNK 10/20/2023	R	10/04/2023		17.48	17.48CR	
		G/L ACCOUNT	CK: 153677				17.48		
		608 49508-01-381.00	ELECTRIC UTILITIES			17.48	METERED TUNNEL LIGHTS		
I 200003949690	9/23	LIFT STATION #9	APBNK 10/20/2023	R	10/04/2023		103.93	103.93CR	
		G/L ACCOUNT	CK: 153677				103.93		
		602 49457-01-381.00	ELECTRIC UTILITIES			103.93	LIFT STATION #9		
I 200004097754	9/23	STORM DRAIN LIFT STATION #6	APBNK 10/20/2023	R	10/04/2023		32.26	32.26CR	
		G/L ACCOUNT	CK: 153677				32.26		
		603 49516-01-381.00	ELECTRIC UTILITIES			32.26	STORM DRAIN LIFT STATION #6		
I 200010038900	9/23	STORM DRAIN LIFT STATION #8	APBNK 10/20/2023	R	10/04/2023		25.26	25.26CR	
		G/L ACCOUNT	CK: 153677				25.26		
		603 49518-01-381.00	ELECTRIC UTILITIES			25.26	STORM DRAIN LIFT STATION #8		
I 200010054799	9/23	LIFT STATION #5	APBNK 10/20/2023	R	10/04/2023		609.32	609.32CR	
		G/L ACCOUNT	CK: 153677				609.32		
		602 49455-01-381.00	ELECTRIC UTILITIES			609.32	LIFT STATION #5		
I 200010057891	9/23	LIFT STATION #12	APBNK 10/20/2023	R	10/04/2023		53.25	53.25CR	
		G/L ACCOUNT	CK: 153677				53.25		
		602 49462-01-381.00	ELECTRIC UTILITIES			53.25	LIFT STATION #12		
			REG. CHECK			1	12,337.98	12,337.98CR	0.00
							12,337.98	0.00	
01-005066 MARCO TECHNOLOGIES LLC									
I 512860594		LEASE PAYMENT MX 3071	APBNK 10/20/2023	R	10/08/2023		178.30	178.30CR	
		G/L ACCOUNT	CK: 153679				178.30		
		101 41810-01-580.00	OTHER EQUIPMENT			178.30	LEASE PAYMENT MX 3071		
			REG. CHECK			1	178.30	178.30CR	0.00
							178.30	0.00	
01-190095 SAM'S CLUB									
I 10105071403		OFFICE SUPPLIES	APBNK 10/20/2023	R	10/05/2023		109.30	109.30CR	
		G/L ACCOUNT	CK: 153680				109.30		
		101 41810-01-209.00	OTHER OFFICE SUPPLIES			109.30	OFFICE SUPPLIES		
			REG. CHECK			1	109.30	109.30CR	0.00
							109.30	0.00	

PACKET: 06822 10/20/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-003048 US BANK EQUIPMENT FINANCE										
I	512552225	LEASE PAYMENT C3500	APBNK	10/20/2023	R	10/05/2023		173.00	173.00CR	
		G/L ACCOUNT		CK: 153681				173.00		
	101	41810-01-580.00	OTHER EQUIPMENT				173.00	LEASE PAYMENT C3500		
			REG. CHECK				1	173.00	173.00CR	0.00
								173.00	0.00	

01-240010 XCEL ENERGY										
I	6870492-3	9/23 NON METERED STREET LIGHTS	APBNK	10/20/2023	R	10/03/2023		11,364.11	11,364.11CR	
		G/L ACCOUNT		CK: 153682				11,364.11		
	608	49508-01-381.00	ELECTRIC UTILITIES				11,364.11	NON METERED STREET LIGHTS		
			REG. CHECK				1	11,364.11	11,364.11CR	0.00
								11,364.11	0.00	

PACKET: 06822 10/20/2023 AP CHECK RUN

VENDOR SET: 01

===== R E P O R T T O T A L S =====

F U N D D I S T R I B U T I O N

FUND NO#	FUND NAME	AMOUNT
101	GENERAL FUND	885.26CR
601	WATER UTILITY FUND	3,863.55CR
602	SEWER UTILITY FUND	1,246.84CR
603	STORM WATER UTILITY FUND	347.73CR
608	STREET LIGHT UTILITY FUND	17,819.31CR
** TOTALS **		24,162.69CR

----- TYPE OF CHECK TOTALS -----

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00	0.00	0.00
		0.00	0.00	
DRAFTS		0.00	0.00	0.00
		0.00	0.00	
REG-CHECKS	5	24,162.69	24,162.69CR	0.00
		24,162.69	0.00	
EFT		0.00	0.00	0.00
		0.00	0.00	
NON-CHECKS		0.00	0.00	0.00
		0.00	0.00	
ALL CHECKS	5	24,162.69	24,162.69CR	0.00
		24,162.69	0.00	

ERRORS: 0

WARNINGS: 0



10/27/2023

PACKET: 06826 10/31/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-004555 ABT MAILCOM									
I 46656		MONTHLY OUTSOURCING-UB BILL	APBNK	10/31/2023	R	10/20/2023	1,909.83	1,909.83CR	
		G/L ACCOUNT		CK: 153683			1,909.83		
	601	49400-01-313.00	OUTSOURCE	BILL PRINT/MAIL		572.94	MONTHLY OUTSOURCING-UB BILLS		
	602	49450-01-313.00	OUTSOURCE	BILL PRINT/MAIL		572.94	MONTHLY OUTSOURCING-UB BILLS		
	603	49500-01-313.00	OUTSOURCE	BILL PRINT/MAIL		572.94	MONTHLY OUTSOURCING-UB BILLS		
	608	49508-01-313.00	OUTSOURCE	BILL PRINT/MAIL		191.01	MONTHLY OUTSOURCING-UB BILLS		
				REG. CHECK		1	1,909.83	1,909.83CR	0.00
							1,909.83	0.00	

01-004685 ADS ON BOARDS									
I 2023-0394		HOCKEY BOARD CLEANING	APBNK	10/31/2023	R	10/16/2023	700.00	700.00CR	
		G/L ACCOUNT		CK: 153684			700.00		
	650	45130-01-401.00	CONTRACTED	BUILDING REPAIRS		700.00	HOCKEY BOARD CLEANING		
				REG. CHECK		1	700.00	700.00CR	0.00
							700.00	0.00	

01-000463 ADVANTAGE EMBLEM &									
I 0650422-IN		CHAPLAIN PATCHES	APBNK	10/31/2023	R	10/11/2023	172.20	172.20CR	
		G/L ACCOUNT		CK: 153685			172.20		
	101	42110-01-439.00	OTHER MISCELLANEOUS CHARGES			172.20	CHAPLAIN PATCHES		
I 0651315-IN		CSO PINK PATCHES	APBNK	10/31/2023	R	10/23/2023	203.65	203.65CR	
		G/L ACCOUNT		CK: 153685			203.65		
	101	42110-01-217.00	CLOTHING ALLOWANCE - POLICE			203.65	CSO PINK PATCHES		
I 0651316-IN		RESERVE PINK PATCHES	APBNK	10/31/2023	R	10/23/2023	190.00	190.00CR	
		G/L ACCOUNT		CK: 153685			190.00		
	101	42110-01-217.00	CLOTHING ALLOWANCE - POLICE			190.00	RESERVE PINK PATCHES		
				REG. CHECK		1	565.85	565.85CR	0.00
							565.85	0.00	

01-004473 SHEHLA ALAVI									
I 2023-0418		PERMIT 5093-DAMAGE DEPOSIT	APBNK	10/31/2023	R	10/23/2023	300.00	300.00CR	
		G/L ACCOUNT		CK: 153686			300.00		
	101	22005	REFUNDS PAYABLE - P&R			300.00	PERMIT 5093-DAMAGE DEPOSIT		
				REG. CHECK		1	300.00	300.00CR	0.00
							300.00	0.00	

PACKET: 06826 10/31/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-004026 ALERUS										
I	C147036	COBRA MONTHLY SRV FEE-SEP 2	APBNK	10/20/2023	D	10/06/2023		52.00	52.00CR	
		G/L ACCOUNT		CK: 001665				52.00		
	101	41320-31-319.00	OTHER	PROFESSIONAL SERVICES			52.00	COBRA MONTHLY SRV FEE-SEP 2023		
			DRAFTS			1		52.00	52.00CR	0.00
								52.00	0.00	

01-003629 ALL AMERICAN ARENA PRODUCTS										
I	4854	GOAL FRAMES	APBNK	10/31/2023	R	10/12/2023		2,220.00	2,220.00CR	
		G/L ACCOUNT		CK: 153687				2,220.00		
	650	45130-01-221.00	EQUIPMENT	PARTS			2,220.00	GOAL FRAMES		
			REG. CHECK			1		2,220.00	2,220.00CR	0.00
								2,220.00	0.00	

01-002071 AMERICAN FLAGPOLE & FLAG CO										
I	184767	NYLON REPLACEMENT FLAGS	APBNK	10/31/2023	R	10/12/2023		352.10	352.10CR	
		G/L ACCOUNT		CK: 153688				352.10		
	101	41940-01-208.00	MISCELLANEOUS	SUPPLIES			352.10	NYLON REPLACEMENT FLAGS		
			REG. CHECK			1		352.10	352.10CR	0.00
								352.10	0.00	

01-005686 AMERICAN MAILING MACHINES										
I	IN119319	POSTAGE METER INK CARTRIDGE	APBNK	10/31/2023	R	10/19/2023		173.77	173.77CR	
		G/L ACCOUNT		CK: 153689				173.77		
	101	41810-01-322.00	POSTAGE	COSTS			173.77	POSTAGE METER INK CARTRIDGE		
			REG. CHECK			1		173.77	173.77CR	0.00
								173.77	0.00	

01-006061 AMIGOS QUALITY ENVIRONMENTA										
I	2023-0395	PERMIT 5324-HALL/DAMAGE DEP	APBNK	10/31/2023	R	10/17/2023		1,575.00	1,575.00CR	
		G/L ACCOUNT		CK: 153690				1,575.00		
	101	22005	REFUNDS PAYABLE - P&R				1,575.00	PERMIT 5324-HALL/DAMAGE DEP		
			REG. CHECK			1		1,575.00	1,575.00CR	0.00
								1,575.00	0.00	

PACKET: 06826 10/31/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-011365 ANCOM TECHNICAL CENTER										
I 117607		PAGER REPAIR	APBNK 10/31/2023	R		10/05/2023		130.00	130.00CR	
		G/L ACCOUNT		CK: 153691				130.00		
	101 42210-01-329.00	OTHER COMMUNICATION COSTS					130.00	PAGER REPAIR		
I 117608		PAGER REPAIR	APBNK 10/31/2023	R		10/05/2023		130.00	130.00CR	
		G/L ACCOUNT		CK: 153691				130.00		
	101 42210-01-329.00	OTHER COMMUNICATION COSTS					130.00	PAGER REPAIR		
I 117609		PAGER REPAIR	APBNK 10/31/2023	R		10/05/2023		130.00	130.00CR	
		G/L ACCOUNT		CK: 153691				130.00		
	101 42210-01-329.00	OTHER COMMUNICATION COSTS					130.00	PAGER REPAIR		
I 117610		PAGER REPAIR	APBNK 10/31/2023	R		10/05/2023		130.00	130.00CR	
		G/L ACCOUNT		CK: 153691				130.00		
	101 42210-01-329.00	OTHER COMMUNICATION COSTS					130.00	PAGER REPAIR		
I 117611		PAGER REPAIR	APBNK 10/31/2023	R		10/05/2023		130.00	130.00CR	
		G/L ACCOUNT		CK: 153691				130.00		
	101 42210-01-329.00	OTHER COMMUNICATION COSTS					130.00	PAGER REPAIR		
I 117612		PAGER REPAIR	APBNK 10/31/2023	R		10/05/2023		130.00	130.00CR	
		G/L ACCOUNT		CK: 153691				130.00		
	101 42210-01-329.00	OTHER COMMUNICATION COSTS					130.00	PAGER REPAIR		
I 117613		PAGER REPAIR	APBNK 10/31/2023	R		10/05/2023		130.00	130.00CR	
		G/L ACCOUNT		CK: 153691				130.00		
	101 42210-01-329.00	OTHER COMMUNICATION COSTS					130.00	PAGER REPAIR		
I 117614		PAGER REPAIR	APBNK 10/31/2023	R		10/05/2023		130.00	130.00CR	
		G/L ACCOUNT		CK: 153691				130.00		
	101 42210-01-329.00	OTHER COMMUNICATION COSTS					130.00	PAGER REPAIR		
						REG. CHECK	1	1,040.00	1,040.00CR	0.00
								1,040.00	0.00	

01-002044 APPRO DEVELOPMENT										
I 2023-0396		CP 2019-11 FUND CLOSE OUT	APBNK 10/31/2023	R		10/13/2023		81,089.40	81,089.40CR	
		G/L ACCOUNT		CK: 153692				81,089.40		
	443 48000-01-439.00	OTHER MISCELLANEOUS CHARGES					81,089.40	CP 2019-11 FUND CLOSE OUT		
						REG. CHECK	1	81,089.40	81,089.40CR	0.00
								81,089.40	0.00	

PACKET: 06826 10/31/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-002377 ASPEN MILLS										
I	320664	UNIFORM PANTS-WILL MCDONALD	APBNK	10/31/2023	R	10/03/2023		56.95	56.95CR	
		G/L ACCOUNT		CK: 153693				56.95		
	101	42210-01-218.00	FIRE DEPARTMENT CLOTHING				56.95	UNIFORM PANTS-WILL MCDONALD		
			REG. CHECK			1		56.95	56.95CR	0.00
								56.95	0.00	

01-003976 ASSURED SECURITY										
I	230722	BANQUET HALL DOOR REPAIRS	APBNK	10/31/2023	R	10/16/2023		268.00	268.00CR	
		G/L ACCOUNT		CK: 153694				268.00		
	101	45100-01-404.00	CONTRACTED MACH & EQUIP R & M				268.00	BANQUET HALL DOOR REPAIRS		
			REG. CHECK			1		268.00	268.00CR	0.00
								268.00	0.00	

01-005657 AT&T MOBILITY										
I	X09032023	FD	FIRE DEPT DATA LINES	APBNK	10/31/2023	R	8/25/2023	368.78	368.78CR	
			G/L ACCOUNT		CK: 153695			368.78		
	101	42210-01-321.00	TELEPHONE COSTS				368.78	FIRE DEPT DATA LINES		
I	X10032023	FD	FIRE DEPT DATA LINES	APBNK	10/31/2023	R	9/25/2023	454.58	454.58CR	
			G/L ACCOUNT		CK: 153695			454.58		
	101	42210-01-321.00	TELEPHONE COSTS				454.58	FIRE DEPT DATA LINES		
I	X10032023	PD	SQUAD INTERNET	APBNK	10/31/2023	R	9/25/2023	848.04	848.04CR	
			G/L ACCOUNT		CK: 153695			848.04		
	101	42110-01-329.00	OTHER COMMUNICATION COSTS				848.04	SQUAD INTERNET		
I	X10032023	PW	SCADA SRV-WELLS,TOWERS,LIFT	APBNK	10/31/2023	R	9/25/2023	520.82	520.82CR	
			G/L ACCOUNT		CK: 153695			520.82		
	603	49500-01-321.00	TELEPHONE COSTS				173.60	SCADA SRV-WELLS,TOWERS,LIFTS		
	602	49450-01-321.00	TELEPHONE COSTS				173.61	SCADA SRV-WELLS,TOWERS,LIFTS		
	601	49400-01-321.00	TELEPHONE COSTS				173.61	SCADA SRV-WELLS,TOWERS,LIFTS		
			REG. CHECK			1		2,192.22	2,192.22CR	0.00
								2,192.22	0.00	

PACKET: 06826 10/31/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-004368 AXON ENTERPRISE INC										
I	INUS193870	BASIC & PRO LICENSE BUNDLES APBNK 10/31/2023 R				10/07/2023		1,348.35	1,348.35CR	
		G/L ACCOUNT		CK: 153696				1,348.35		
	207	49007-01-575.00	OTHER EQUIPMENT PURCHASES				1,348.35	BASIC & PRO LICENSE BUNDLES		
			REG. CHECK			1		1,348.35	1,348.35CR	0.00
								1,348.35	0.00	

01-004799 BAKER TILLY										
I	BTMA22251	MUNICIPAL ADVISOR ISSUE FEE APBNK 10/31/2023 R				10/06/2023		63,059.00	63,059.00CR	
		G/L ACCOUNT		CK: 153697				63,059.00		
	301	47000-01-319.00	OTHER PROFESSIONAL SERVICES			33,862.68		MUNICIPAL ADVISOR ISSUE FEES		
	303	47000-01-319.00	OTHER PROFESSIONAL SERVICES			29,196.32		MUNICIPAL ADVISOR ISSUE FEES		
I	BTMA22252	MUNICIPAL ADVISOR ISSUE FEE APBNK 10/31/2023 R				10/06/2023		93,416.00	93,416.00CR	
		G/L ACCOUNT		CK: 153697				93,416.00		
	382	47000-01-319.00	OTHER PROFESSIONAL SERVICES			93,416.00		MUNICIPAL ADVISOR ISSUE FEES		
			REG. CHECK			1		156,475.00	156,475.00CR	0.00
								156,475.00	0.00	

01-020165 BARR ENGINEERING COMPANY										
I	2023-0397	GRADING PERMIT SECURITY REF APBNK 10/31/2023 R				10/16/2023		15,600.00	15,600.00CR	
		G/L ACCOUNT		CK: 153698				15,600.00		
	101	22002	ESCROW DEPOSITS PAYABLE			15,600.00		GRADING PERMIT SECURITY REFUND		
			REG. CHECK			1		15,600.00	15,600.00CR	0.00
								15,600.00	0.00	

01-004674 BCA/BUSINESS SHARED SERVS										
I	00000761708	CDJN ACCESS FEES-STATE & BC APBNK 10/31/2023 R				9/30/2023		2,520.00	2,520.00CR	
		G/L ACCOUNT		CK: 153699				2,520.00		
	101	42110-01-396.00	COMPUTER MAINTENANCE			2,520.00		CDJN ACCESS FEES-STATE & BCA		
			REG. CHECK			1		2,520.00	2,520.00CR	0.00
								2,520.00	0.00	

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VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-005998 BELAIR BUILDERS INC									
I	2023-0424	ROSEMOUNT PD/PW PROJECT	APBNK	10/31/2023	R	9/30/2023	128,612.90	128,612.90CR	
		G/L ACCOUNT		CK: 153700			128,612.90		
	421	48000-01-521.00	BUILDING & STRUCTURE PURCHASES			128,612.90	ROSEMOUNT PD/PW PROJECT		
			REG. CHECK			1	128,612.90	128,612.90CR	0.00
							128,612.90	0.00	

01-003889 BERRY COFFEE COMPANY									
I	976677	COFFEE SUPPLIES FOR SC	APBNK	10/31/2023	R	10/19/2023	34.05	34.05CR	
		G/L ACCOUNT		CK: 153701			34.05		
	101	45100-30-219.00	OTHER OPERATING SUPPLIES			34.05	COFFEE SUPPLIES FOR SC		
			REG. CHECK			1	34.05	34.05CR	0.00
							34.05	0.00	

01-003215 BMI									
I	11131459	ANNUAL FEE-MUSIC USE LICENS	APBNK	10/31/2023	R	9/01/2023	421.00	421.00CR	
		G/L ACCOUNT		CK: 153702			421.00		
	101	45100-01-433.00	DUES & SUBSCRIPTIONS			421.00	ANNUAL FEE-MUSIC USE LICENSE		
			REG. CHECK			1	421.00	421.00CR	0.00
							421.00	0.00	

01-004012 BOLTON & MENK INC									
I	0316846	ARDAN PLACE	APBNK	10/31/2023	R	7/24/2023	4,186.00	4,186.00CR	
		G/L ACCOUNT		CK: 153703			4,186.00		
	460	48000-01-303.00	ENGINEERING FEES			4,186.00	ARDAN PLACE		
			REG. CHECK			1	4,186.00	4,186.00CR	0.00
							4,186.00	0.00	

01-021815 BRAUN INTERTEC CORP									
I	B362166	PW / PD CAMPUS PROJECT	APBNK	10/31/2023	R	10/17/2023	13,253.50	13,253.50CR	
		G/L ACCOUNT		CK: 153704			13,253.50		
	421	48000-01-303.00	ENGINEERING FEES			13,253.50	PW / PD CAMPUS PROJECT		
			REG. CHECK			1	13,253.50	13,253.50CR	0.00
							13,253.50	0.00	

PACKET: 06826 10/31/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-006073 STEVE BUCK										
I	2023-0419	PERMIT 4588-DAMAGE DEPOSIT	APBNK	10/31/2023	R	10/17/2023		300.00	300.00CR	
		G/L ACCOUNT		CK: 153705				300.00		
	101	22005		REFUNDS PAYABLE - P&R		300.00		PERMIT 4588-DAMAGE DEPOSIT		
				REG. CHECK		1		300.00	300.00CR	0.00
								300.00	0.00	

01-004103 BUSINESS ESSENTIALS										
I	WO-1264344-1	COPIER PAPER	APBNK	10/31/2023	R	10/06/2023		44.25	44.25CR	
		G/L ACCOUNT		CK: 153706				44.25		
	101	41810-01-203.00		PRINTED FORMS & PAPER		44.25		COPIER PAPER		
I	WO-1265937-1	MISC OFFICE SUPPLIES-STK &	APBNK	10/31/2023	R	10/18/2023		129.97	129.97CR	
		G/L ACCOUNT		CK: 153706				129.97		
	101	41520-01-570.00		OFFICE EQUIPMENT PURCHASES		75.99		MISC OFFICE SUPPLIES-STK & FIN		
	101	41810-01-209.00		OTHER OFFICE SUPPLIES		53.98		MISC OFFICE SUPPLIES-STK & FIN		
				REG. CHECK		1		174.22	174.22CR	0.00
								174.22	0.00	

01-003796 CAMPBELL KNUTSON PA										
I	2023-0423	SEPTEMBER LEGAL SERVICES	APBNK	10/31/2023	R	9/30/2023		11,186.11	11,186.11CR	
		G/L ACCOUNT		CK: 153707				11,186.11		
	101	42110-01-304.00		LEGAL FEES		11,186.11		SEPTEMBER LEGAL SERVICES		
				REG. CHECK		1		11,186.11	11,186.11CR	0.00
								11,186.11	0.00	

01-004169 CCP NI MASTER TENANT 4, LLC										
I	SEP 2023	MONTHLY SOLAR SUBSCRIPTIONS	APBNK	10/31/2023	R	10/24/2023		3,894.02	3,894.02CR	
		G/L ACCOUNT		CK: 153708				3,894.02		
	101	41940-01-381.00		ELECTRIC UTILITIES		1,399.11		MONTHLY SOLAR SUBSCRIPTIONS		
	601	49414-01-381.00		ELECTRIC UTILITIES		1,978.45		MONTHLY SOLAR SUBSCRIPTIONS		
	601	49407-01-381.00		ELECTRIC UTILITIES		516.46		MONTHLY SOLAR SUBSCRIPTIONS		
				REG. CHECK		1		3,894.02	3,894.02CR	0.00
								3,894.02	0.00	

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VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-000424 CERTIFIED RECYCLING LLC										
I 77433		CLEAN-UP DAY-MATTRESSES PIC	APBNK	10/31/2023	R	10/09/2023		1,800.00	1,800.00CR	
		G/L ACCOUNT		CK: 153709				1,800.00		
	101	41940-01-384.00	REFUSE DISPOSAL				1,800.00	CLEAN-UP DAY-MATTRESSES PICKUP		
			REG. CHECK			1		1,800.00	1,800.00CR	0.00
								1,800.00	0.00	

01-030784 CINTAS CORPORATION										
I 4171386945		MATS @ FS #2	APBNK	10/31/2023	R	10/19/2023		20.00	20.00CR	
		G/L ACCOUNT		CK: 153710				20.00		
	101	41940-01-319.00	OTHER PROFESSIONAL SERVICES				20.00	MATS @ FS #2		
I 4171386962		MATS @ FS #1	APBNK	10/31/2023	R	10/19/2023		20.00	20.00CR	
		G/L ACCOUNT		CK: 153710				20.00		
	101	41940-01-319.00	OTHER PROFESSIONAL SERVICES				20.00	MATS @ FS #1		
I 4171387041		MATS & TOWELS @ MAINT BLDG	APBNK	10/31/2023	R	10/19/2023		42.75	42.75CR	
		G/L ACCOUNT		CK: 153710				42.75		
	101	41940-01-319.00	OTHER PROFESSIONAL SERVICES				9.00	MATS & TOWELS @ MAINT BLDG		
	101	43100-01-211.00	CLEANING SUPPLIES				33.75	MATS & TOWELS @ MAINT BLDG		
I 4171387071		MATS @ CITY HALL	APBNK	10/31/2023	R	10/19/2023		62.25	62.25CR	
		G/L ACCOUNT		CK: 153710				62.25		
	101	41940-01-319.00	OTHER PROFESSIONAL SERVICES				62.25	MATS @ CITY HALL		
I 4171387074		MATS @ PW OFFICE BLDG	APBNK	10/31/2023	R	10/19/2023		68.25	68.25CR	
		G/L ACCOUNT		CK: 153710				68.25		
	101	41940-01-319.00	OTHER PROFESSIONAL SERVICES				68.25	MATS @ PW OFFICE BLDG		
I 4171387100		MATS @ POLICE	APBNK	10/31/2023	R	10/19/2023		48.75	48.75CR	
		G/L ACCOUNT		CK: 153710				48.75		
	101	41940-01-319.00	OTHER PROFESSIONAL SERVICES				48.75	MATS @ POLICE		
I 4171387112		MATS @ CARPENTER SHOP	APBNK	10/31/2023	R	10/19/2023		22.75	22.75CR	
		G/L ACCOUNT		CK: 153710				22.75		
	101	41940-01-319.00	OTHER PROFESSIONAL SERVICES				22.75	MATS @ CARPENTER SHOP		
			REG. CHECK			1		284.75	284.75CR	0.00
								284.75	0.00	

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VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-005848 CITY OF INVER GROVE HTS									
I	PR2023	2023 PYMT-2018 WEST RINK RE APBNK 10/31/2023 R				10/05/2023	82,000.00	82,000.00CR	
		G/L ACCOUNT		CK: 153711			82,000.00		
	101	41110-01-598.00	COUNCIL DESIGNATED			41,000.00	2023 PYMT-2018 WEST RINK RENO		
	101	11500	ACCOUNTS RECEIVABLE			41,000.00	2023 PYMT-2018 WEST RINK RENO		
			REG. CHECK			1	82,000.00	82,000.00CR	0.00
							82,000.00	0.00	

01-030974 CITY OF ST PAUL									
I	IN55867	INTERVIEW/INTERROGAT'N COUR APBNK 10/31/2023 R				10/12/2023	250.00	250.00CR	
		G/L ACCOUNT		CK: 153712			250.00		
	101	42110-01-437.00	CONFERENCES & SEMINARS			250.00	INTERVIEW/INTERROGAT'N COURSE		
			REG. CHECK			1	250.00	250.00CR	0.00
							250.00	0.00	

01-001623 CITY OF WEST ST PAUL									
I	2023-00000141	JAN-SEP'23 VOL COORDINATOR APBNK 10/31/2023 R				10/09/2023	11,664.23	11,664.23CR	
		G/L ACCOUNT		CK: 153713			11,664.23		
	101	41110-01-319.00	OTHER PROFESSIONAL SERVICES			11,664.23	JAN-SEP'23 VOL COORDINATOR EXP		
			REG. CHECK			1	11,664.23	11,664.23CR	0.00
							11,664.23	0.00	

01-006062 COIT SERVICES									
I	MIN-C-000878998	STAGE CURTAIN CLEANING APBNK 10/31/2023 R				10/03/2023	1,935.00	1,935.00CR	
		G/L ACCOUNT		CK: 153714			1,935.00		
	101	45100-30-404.00	CONTRACTED MACH & EQUIP R & M			1,935.00	STAGE CURTAIN CLEANING		
			REG. CHECK			1	1,935.00	1,935.00CR	0.00
							1,935.00	0.00	

01-031370 COLLINS ELECTRICAL CONSTR C									
I	234639.01	REPLACE RED STOPLIGHT APBNK 10/31/2023 R				10/09/2023	441.30	441.30CR	
		G/L ACCOUNT		CK: 153715			441.30		
	608	49508-01-409.00	OTHER CONTRACTED REPAIR & MAIN			441.30	REPLACE RED STOPLIGHT		
			REG. CHECK			1	441.30	441.30CR	0.00
							441.30	0.00	

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VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-001468 COMMERCIAL FLOORING SERVICE									
I	204128-1	FS2 FLOOR CLEANING	APBNK	10/31/2023	R	10/17/2023	1,175.85	1,175.85CR	
		G/L ACCOUNT		CK: 153716			1,175.85		
	101	41940-01-319.00	OTHER	PROFESSIONAL SERVICES		1,175.85	FS2 FLOOR CLEANING		
				REG. CHECK		1	1,175.85	1,175.85CR	0.00
							1,175.85	0.00	

01-031530 COMPUTER INTEGRATION TECH									
I	360434	MANAGED SERVER BACKUP-NOV	APBNK	10/31/2023	R	10/13/2023	2,655.00	2,655.00CR	
		G/L ACCOUNT		CK: 153717			2,655.00		
	101	41520-01-391.00	P.C.	MAINTENANCE		2,655.00	MANAGED SERVER BACKUP-NOV		
I	360571	OFFICE 365 BACKUPS	APBNK	10/31/2023	R	10/13/2023	666.00	666.00CR	
		G/L ACCOUNT		CK: 153717			666.00		
	101	41520-01-391.00	P.C.	MAINTENANCE		666.00	OFFICE 365 BACKUPS		
				REG. CHECK		1	3,321.00	3,321.00CR	0.00
							3,321.00	0.00	

01-006013 CONSTRUCTION SYSTEMS INC									
I	2023-0425	ROSEMOUNT PD/PW PROJECT	APBNK	10/31/2023	R	9/30/2023	56,947.94	56,947.94CR	
		G/L ACCOUNT		CK: 153718			56,947.94		
	421	48000-01-521.00	BUILDING & STRUCTURE PURCHASES			56,947.94	ROSEMOUNT PD/PW PROJECT		
				REG. CHECK		1	56,947.94	56,947.94CR	0.00
							56,947.94	0.00	

01-004277 CORE & MAIN LP									
I	T451682	AMI EQUIPMENT	APBNK	10/31/2023	R	9/12/2023	32,500.00	32,500.00CR	
		G/L ACCOUNT		CK: 153719			32,500.00		
	601	49400-01-220.00	METER PURCHASES			32,500.00	AMI EQUIPMENT		
I	T712303	GATE VALVE LIDS & LOCATE PA	APBNK	10/31/2023	R	10/05/2023	972.14	972.14CR	
		G/L ACCOUNT		CK: 153719			972.14		
	601	49400-01-229.00	OTHER MAINTENANCE SUPPLIES			972.14	GATE VALVE LIDS & LOCATE PAINT		
I	T712509	PAINT & CHINA HAT COVERS	APBNK	10/31/2023	R	10/18/2023	247.36	247.36CR	
		G/L ACCOUNT		CK: 153719			247.36		
	601	49400-01-229.00	OTHER MAINTENANCE SUPPLIES			247.36	PAINT & CHINA HAT COVERS		

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VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
				REG. CHECK		1	33,719.50 33,719.50	33,719.50CR 0.00	0.00
01-031577 CORPORATE MECHANICAL INC									
I W68741		CONDENSATE DRAIN LINES	APBNK 10/31/2023	R		8/22/2023	1,475.00	1,475.00CR	
		G/L ACCOUNT		CK: 153720			1,475.00		
	101 45100-30-404.00	CONTRACTED MACH & EQUIP R & M				1,475.00	CONDENSATE DRAIN LINES		
				REG. CHECK		1	1,475.00 1,475.00	1,475.00CR 0.00	0.00
01-031880 CROWN RENTAL									
I 397684-1		LIFT & TRAILER RENTAL	APBNK 10/31/2023	R		10/12/2023	454.25	454.25CR	
		G/L ACCOUNT		CK: 153721			454.25		
	101 41940-01-415.00	OTHER EQUIPMENT RENTAL				454.25	LIFT & TRAILER RENTAL		
				REG. CHECK		1	454.25 454.25	454.25CR 0.00	0.00
01-004437 CUSTOM CAP & TIRE									
I 270061253		1 TIRE	APBNK 10/31/2023	R		10/03/2023	235.73	235.73CR	
		G/L ACCOUNT		CK: 153722			235.73		
	101 43100-01-222.00	TIRES				235.73	1 TIRE		
				REG. CHECK		1	235.73 235.73	235.73CR 0.00	0.00
01-001100 DAHN CONSTRUCTION CO LLC									
I 2023-0400		GRADING SECURITY REFUND	APBNK 10/31/2023	R		10/23/2023	3,000.00	3,000.00CR	
		G/L ACCOUNT		CK: 153723			3,000.00		
	101 22002	ESCROW DEPOSITS PAYABLE				3,000.00	GRADING SECURITY REFUND		
				REG. CHECK		1	3,000.00 3,000.00	3,000.00CR 0.00	0.00

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VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-040265 DAK COUNTY TECH COLLEGE										
I 1174601		PURSUIT & PIT/TVI REFRESHER APBNK 10/31/2023 R				8/16/2023		350.00	350.00CR	
		G/L ACCOUNT		CK: 153724				350.00		
	101 42110-01-437.00	CONFERENCES & SEMINARS					350.00	PURSUIT & PIT/TVI REFRESHER		
				REG. CHECK			1	350.00	350.00CR	0.00
								350.00	0.00	

01-000786 DAKOTA COUNTY										
I 2023-0398		PERMIT 4882-DAMAGE DEPOSIT APBNK 10/31/2023 R				10/09/2023		500.00	500.00CR	
		G/L ACCOUNT		CK: 153725				500.00		
	101 22005	REFUNDS PAYABLE - P&R					500.00	PERMIT 4882-DAMAGE DEPOSIT		
				REG. CHECK			1	500.00	500.00CR	0.00
								500.00	0.00	

01-001935 DAKOTA COUNTY FINANCE										
I 5501356		800 MHZ RADIO SUBSCRIBER FE APBNK 10/31/2023 R				10/09/2023		3,219.54	3,219.54CR	
		G/L ACCOUNT		CK: 153726				3,219.54		
	101 42110-01-323.00	RADIO UNITS					1,213.16	800 MHZ RADIO SUBSCRIBER FEES		
	101 42210-01-329.00	OTHER COMMUNICATION COSTS					1,259.82	800 MHZ RADIO SUBSCRIBER FEES		
	101 43121-01-323.00	RADIO UNITS					149.31	800 MHZ RADIO SUBSCRIBER FEES		
	101 45202-01-323.00	RADIO UNITS					149.31	800 MHZ RADIO SUBSCRIBER FEES		
	601 49400-01-323.00	RADIO UNITS					149.31	800 MHZ RADIO SUBSCRIBER FEES		
	602 49450-01-323.00	RADIO UNITS					149.31	800 MHZ RADIO SUBSCRIBER FEES		
	603 49500-01-323.00	RADIO UNITS					149.32	800 MHZ RADIO SUBSCRIBER FEES		
				REG. CHECK			1	3,219.54	3,219.54CR	0.00
								3,219.54	0.00	

01-040357 DAKOTA COUNTY FINANCE										
I 5501219		2ND QTR 2023 UTILITY CHARGE APBNK 10/31/2023 R				9/29/2023		358.00	358.00CR	
		G/L ACCOUNT		CK: 153727				358.00		
	101 43121-01-381.00	ELECTRIC UTILITIES					358.00	2ND QTR 2023 UTILITY CHARGES		
I 5501367		3RD QTR 2023 UTILITY CHARGE APBNK 10/31/2023 R				10/10/2023		510.63	510.63CR	
		G/L ACCOUNT		CK: 153727				510.63		
	101 43121-01-381.00	ELECTRIC UTILITIES					510.63	3RD QTR 2023 UTILITY CHARGES		
				REG. CHECK			1	868.63	868.63CR	0.00
								868.63	0.00	

PACKET: 06826 10/31/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-040487 DALCO										
I 4144606		JANITORIAL SUPPLIES	APBNK 10/31/2023 R			10/10/2023		2,502.45	2,502.45CR	
		G/L ACCOUNT		CK: 153728				2,502.45		
	101 45100-01-211.00	CLEANING SUPPLIES				584.17		JANITORIAL SUPPLIES		
	650 45130-01-211.00	CLEANING SUPPLIES				584.16		JANITORIAL SUPPLIES		
	101 11510	NATIONAL GUARD A/R				368.95		JANITORIAL SUPPLIES		
	101 45100-30-211.00	CLEANING SUPPLIES				591.79		JANITORIAL SUPPLIES		
	101 45100-30-221.00	EQUIPMENT PARTS				373.38		JANITORIAL SUPPLIES		
I 4145150		KAIVAC FLOOR CLEANER-17GA T	APBNK 10/31/2023 R			10/11/2023		5,626.14	5,626.14CR	
		G/L ACCOUNT		CK: 153728				5,626.14		
	202 49002-01-524.00	BUILDING & STRUCTURE PURCHASES				5,626.14		KAIVAC FLOOR CLEANER-17GA TANK		
I 4148751		TISSUE DISPENSER	APBNK 10/31/2023 R			10/19/2023		3.88	3.88CR	
		G/L ACCOUNT		CK: 153728				3.88		
	101 45100-01-221.00	EQUIPMENT PARTS				3.88		TISSUE DISPENSER		
		REG. CHECK				1		8,132.47	8,132.47CR	0.00
								8,132.47	0.00	

01-004024 DIAMOND MOWERS LLC										
I 251030		HYDRAULIC LOCK	APBNK 10/31/2023 R			9/28/2023		529.72	529.72CR	
		G/L ACCOUNT		CK: 153729				529.72		
	101 43100-01-221.00	EQUIPMENT PARTS				529.72		HYDRAULIC LOCK		
		REG. CHECK				1		529.72	529.72CR	0.00
								529.72	0.00	

01-003670 EBERT COMPANIES										
I 2023-0426		ROSEMOUNT PD/PW PROJECT	APBNK 10/31/2023 R			9/21/2023		5,545.10	5,545.10CR	
		G/L ACCOUNT		CK: 153730				5,545.10		
	421 48000-01-521.00	BUILDING & STRUCTURE PURCHASES				5,545.10		ROSEMOUNT PD/PW PROJECT		
		REG. CHECK				1		5,545.10	5,545.10CR	0.00
								5,545.10	0.00	

01-050329 ECM PUBLISHERS INC										
I 967570		PW/PD CAMPUS - NOTICE OF BI	APBNK 10/31/2023 R			10/06/2023		216.00	216.00CR	
		G/L ACCOUNT		CK: 153731				216.00		
	421 48000-01-351.00	LEGAL NOTICES PUBLISHING COSTS				216.00		PW/PD CAMPUS - NOTICE OF BID 2		

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VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 967571		PH:SKB IUP EXTENSION	APBNK 10/31/2023	R		10/06/2023		219.60	219.60CR	
		G/L ACCOUNT		CK: 153731				219.60		
	101 41810-01-351.00	LEGAL NOTICES PUBLISHING					219.60	PH:SKB IUP EXTENSION		
I 967616		PH:WILLY MCCOYS BUS SUBSIDY	APBNK 10/31/2023	R		10/06/2023		73.20	73.20CR	
		G/L ACCOUNT		CK: 153731				73.20		
	101 41810-01-351.00	LEGAL NOTICES PUBLISHING					73.20	PH:WILLY MCCOYS BUS SUBSIDY		
I 968762		ORDINANCE NO 2023-24	APBNK 10/31/2023	R		10/13/2023		32.40	32.40CR	
		G/L ACCOUNT		CK: 153731				32.40		
	101 41810-01-351.00	LEGAL NOTICES PUBLISHING					32.40	ORDINANCE NO 2023-24		
I 968763		ORDINANCE NO 2023-05	APBNK 10/31/2023	R		10/13/2023		57.60	57.60CR	
		G/L ACCOUNT		CK: 153731				57.60		
	101 41810-01-351.00	LEGAL NOTICES PUBLISHING					57.60	ORDINANCE NO 2023-05		
I 969710		PN:PUBLIC ACCURACY TEST	APBNK 10/31/2023	R		10/20/2023		32.40	32.40CR	
		G/L ACCOUNT		CK: 153731				32.40		
	101 41810-01-351.00	LEGAL NOTICES PUBLISHING					32.40	PN:PUBLIC ACCURACY TEST		
		REG. CHECK					1	631.20	631.20CR	0.00
								631.20	0.00	

01-050340 ECOLAB PEST										
I 3672657		PEST CONTROL-MN DOT	APBNK 10/31/2023	R		10/19/2023		46.16	46.16CR	
		G/L ACCOUNT		CK: 153732				46.16		
	101 41940-01-319.00	OTHER PROFESSIONAL SERVICES					46.16	PEST CONTROL-MN DOT		
I 3672658		PEST CONTROL-CH,SHOP,PW	APBNK 10/31/2023	R		10/19/2023		132.73	132.73CR	
		G/L ACCOUNT		CK: 153732				132.73		
	101 41940-01-319.00	OTHER PROFESSIONAL SERVICES					132.73	PEST CONTROL-CH,SHOP,PW		
I 3672659		PEST CONTROL-COMM CENTER	APBNK 10/31/2023	R		10/11/2023		114.99	114.99CR	
		G/L ACCOUNT		CK: 153732				114.99		
	101 45100-01-404.00	CONTRACTED MACH & EQUIP R & M					43.70	PEST CONTROL-COMM CENTER		
	650 45130-01-404.00	CONTRACTED MACH & EQUIP R & M					43.70	PEST CONTROL-COMM CENTER		
	101 11510	NATIONAL GUARD A/R					27.59	PEST CONTROL-COMM CENTER		
		REG. CHECK					1	293.88	293.88CR	0.00
								293.88	0.00	

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VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-050812 EHLERS										
I 95349		SERIES 2018A ARBITRAGE	APBNK 10/31/2023	R		10/09/2023		3,750.00	3,750.00CR	
		G/L ACCOUNT		CK: 153733				3,750.00		
	332	47000-01-621.00	BOND PAYING AGENT & ADMIN FEES				3,750.00	SERIES 2018A ARBITRAGE		
I 95350		MORRISON PROJECT TAX PREP	APBNK 10/31/2023	R		10/09/2023		140.00	140.00CR	
		G/L ACCOUNT		CK: 153733				140.00		
	201	46300-01-319.00	OTHER PROFESSIONAL SERVICES				140.00	MORRISON PROJECT TAX PREP		
I 95351		VALLEY NATURAL PROSPECT	APBNK 10/31/2023	R		10/09/2023		2,345.00	2,345.00CR	
		G/L ACCOUNT		CK: 153733				2,345.00		
	201	46300-01-319.00	OTHER PROFESSIONAL SERVICES				2,345.00	VALLEY NATURAL PROSPECT		
			REG. CHECK				1	6,235.00	6,235.00CR	0.00
								6,235.00	0.00	

01-004327 ENTERPRISE FM TRUST										
I FBN4848025		LEASE VEHICLES-PD	APBNK 10/20/2023	D		10/04/2023		5,792.78	5,792.78CR	
		G/L ACCOUNT		CK: 001666				5,792.78		
	207	49007-01-549.00	LEASE PROGRAM-POLICE VEHICLES				5,792.78	LEASE VEHICLES-PD		
I FBN4858258		LEASE VEHICLES-PW	APBNK 10/20/2023	D		10/04/2023		6,331.44	6,331.44CR	
		G/L ACCOUNT		CK: 001666				6,331.44		
	207	49007-01-548.00	LEASE PROGRAM-P.W. VEHICLES				5,669.94	LEASE VEHICLES-PW		
	101	43100-01-404.00	CONTRACTED MACH & EQUIP SERV				185.94	LEASE VEHICLES-PW		
	601	49400-01-548.00	LEASE PROGRAM-P.W. VEHICLES				475.56	LEASE VEHICLES-PW		
I FBN4862757		MAINT MGMT-PD LEASE VEHICLE	APBNK 10/20/2023	D		10/04/2023		18.00	18.00CR	
		G/L ACCOUNT		CK: 001666				18.00		
	207	49007-01-549.00	LEASE PROGRAM-POLICE VEHICLES				18.00	MAINT MGMT-PD LEASE VEHICLES		
			DRAFTS				1	12,142.22	12,142.22CR	0.00
								12,142.22	0.00	

01-000385 FARMERS MILL & ELEVATOR										
I YF013853		FALL FERTILIZER APPLICATION	APBNK 10/31/2023	R		9/29/2023		16,171.27	16,171.27CR	
		G/L ACCOUNT		CK: 153734				16,171.27		
	101	45202-01-216.00	CHEMICALS & CHEMICAL PRODUCTS				16,171.27	FALL FERTILIZER APPLICATION		
			REG. CHECK				1	16,171.27	16,171.27CR	0.00
								16,171.27	0.00	

PACKET: 06826 10/31/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-000480 FEDEX										
I	8-282-87200	PW FREIGHT CHARGE	APBNK	10/31/2023	R	10/11/2023		114.93	114.93CR	
		G/L ACCOUNT		CK: 153735				114.93		
	101	41810-01-322.00	POSTAGE COSTS				114.93	PW FREIGHT CHARGE		
			REG. CHECK			1		114.93	114.93CR	0.00
								114.93	0.00	

01-003798 FIRST ADVANTAGE OCCUPATIONA										
I	2511402309	DRUG SCREENINGS	APBNK	10/31/2023	R	9/30/2023		215.08	215.08CR	
		G/L ACCOUNT		CK: 153736				215.08		
	101	41320-31-305.00	MEDICAL & DENTAL FEES				215.08	DRUG SCREENINGS		
			REG. CHECK			1		215.08	215.08CR	0.00
								215.08	0.00	

01-005722 FIRST AMERICAN TITLE										
I	1724-1724143026	GUARD-FLINT HILLS CLOSING	APBNK	10/18/2023	D	10/11/2023		3,332.85	3,332.85CR	
		G/L ACCOUNT		CK: 001667				3,332.85		
	202	49002-01-510.00	LAND PURCHASES				3,332.85	GUARD-FLINT HILLS CLOSING		
			DRAFTS			1		3,332.85	3,332.85CR	0.00
								3,332.85	0.00	

01-005314 FLEET SERVICES										
I	2024030019	LEASE VEHICLES-PD/PW	APBNK	10/31/2023	R	10/11/2023		16,403.15	16,403.15CR	
		G/L ACCOUNT		CK: 153737				16,403.15		
	207	49007-01-548.00	LEASE PROGRAM-P.W. VEHICLES				8,549.59	LEASE VEHICLES-PD/PW		
	207	49007-01-549.00	LEASE PROGRAM-POLICE VEHICLES				6,575.80	LEASE VEHICLES-PD/PW		
	601	49400-01-548.00	LEASE PROGRAM-P.W. VEHICLES				425.92	LEASE VEHICLES-PD/PW		
	602	49450-01-548.00	LEASE PROGRAM-P.W. VEHICLES				425.92	LEASE VEHICLES-PD/PW		
	603	49500-01-548.00	LEASE PROGRAM-P.W. VEHICLES				425.92	LEASE VEHICLES-PD/PW		
			REG. CHECK			1		16,403.15	16,403.15CR	0.00
								16,403.15	0.00	

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VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-006015 FLINT HILLS RESOURCES									
I 2023-0408		REFUND GRADING PERMIT SECUR	APBNK 10/31/2023	R		10/16/2023	20,400.00	20,400.00CR	
		G/L ACCOUNT					20,400.00		
	101 22002	ESCROW DEPOSITS PAYABLE				20,400.00	REFUND GRADING PERMIT SECURITY		
		REG. CHECK				1	20,400.00	20,400.00CR	0.00
							20,400.00	0.00	

01-006064 FLINT HILLS RESOURCES									
I 2023-0402		GRADING PERMIT SECURITY REF	APBNK 10/31/2023	R		10/16/2023	30,600.00	30,600.00CR	
		G/L ACCOUNT					30,600.00		
	101 22002	ESCROW DEPOSITS PAYABLE				30,600.00	GRADING PERMIT SECURITY REFUND		
		REG. CHECK				1	30,600.00	30,600.00CR	0.00
							30,600.00	0.00	

01-061265 FLUEGEL ELEVATOR INC									
I 735875		GRASS SEED	APBNK 10/31/2023	R		10/14/2023	380.00	380.00CR	
		G/L ACCOUNT					380.00		
	101 45202-01-225.00	LANDSCAPING MATERIALS				380.00	GRASS SEED		
I 735882		50 LB SUNNY & 50 LB SHADY M	APBNK 10/31/2023	R		10/14/2023	397.50	397.50CR	
		G/L ACCOUNT					397.50		
	603 49500-01-225.00	LANDSCAPING MATERIALS				397.50	50 LB SUNNY & 50 LB SHADY MIX		
		REG. CHECK				1	777.50	777.50CR	0.00
							777.50	0.00	

01-000129 G & M TREE MOVING INC									
I 2474		NEW TREES IN PARKS	APBNK 10/31/2023	R		10/10/2023	10,000.00	10,000.00CR	
		G/L ACCOUNT					10,000.00		
	205 49005-01-530.00	IMPROVEMENTS OTHER THAN BLDGS				10,000.00	NEW TREES IN PARKS		
		REG. CHECK				1	10,000.00	10,000.00CR	0.00
							10,000.00	0.00	

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VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-000677 GERTENS									
I	211887/12	GRASS SEED	APBNK	10/31/2023	R	10/17/2023	667.00	667.00CR	
		G/L ACCOUNT		CK: 153742			667.00		
	101 45202-01-219.00	OTHER OPERATING SUPPLIES				667.00	GRASS SEED		
I	762581/1	PLANT FERTILIZER	APBNK	10/31/2023	R	10/19/2023	28.68	28.68CR	
		G/L ACCOUNT		CK: 153742			28.68		
	101 43121-01-225.00	LANDSCAPING MATERIALS				28.68	PLANT FERTILIZER		
		REG. CHECK				1	695.68	695.68CR	0.00
							695.68	0.00	

01-071220 GRAINGER									
I	9857597646	PROXIMITY CARD READER	APBNK	10/31/2023	R	10/03/2023	392.63	392.63CR	
		G/L ACCOUNT		CK: 153743			392.63		
	101 41940-01-223.00	BUILDING REPAIR SUPPLIES				392.63	PROXIMITY CARD READER		
		REG. CHECK				1	392.63	392.63CR	0.00
							392.63	0.00	

01-005693 GREAT AMERICA FINANCIAL SVC									
I	34961958	FP POSTAGE EQUIP RENTAL	APBNK	10/31/2023	D	9/25/2023	190.63	190.63CR	
		G/L ACCOUNT		CK: 001668			190.63		
	101 41810-01-413.00	OFFICE EQUIPMENT RENTAL				190.63	FP POSTAGE EQUIP RENTAL		
I	35009053	FP FPI 700 FOLDER RENTAL	APBNK	10/31/2023	D	10/02/2023	167.00	167.00CR	
		G/L ACCOUNT		CK: 001668			167.00		
	101 41810-01-413.00	OFFICE EQUIPMENT RENTAL				167.00	FP FPI 700 FOLDER RENTAL		
		DRAFTS				1	357.63	357.63CR	0.00
							357.63	0.00	

01-005860 GUARDIAN SUPPLY									
I	16420	RESERVES BODY ARMOR	APBNK	10/31/2023	R	10/13/2023	799.94	799.94CR	
		G/L ACCOUNT		CK: 153744			799.94		
	208 49008-01-217.00	CLOTHING ALLOWANCE				799.94	RESERVES BODY ARMOR		
		REG. CHECK				1	799.94	799.94CR	0.00
							799.94	0.00	

PACKET: 06826 10/31/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-080458 HAWKINS INC										
I	6602229	CHLORINE TANK RENTALS	APBNK	10/31/2023	R	10/15/2023		170.00	170.00CR	
		G/L ACCOUNT		CK: 153745				170.00		
	601	49400-01-216.00	CHEMICALS & CHEMICAL PRODUCTS			170.00		CHLORINE TANK RENTALS		
			REG. CHECK			1		170.00	170.00CR	0.00
								170.00	0.00	

01-005448 HIGHGROUND CYBER										
I	2023-0403	BOOKING 3500-DAMAGE DEPOSIT	APBNK	10/31/2023	R	10/11/2023		300.00	300.00CR	
		G/L ACCOUNT		CK: 153746				300.00		
	101	22000	DEPOSITS PAYABLE-COMM CTR			300.00		BOOKING 3500-DAMAGE DEPOSIT		
			REG. CHECK			1		300.00	300.00CR	0.00
								300.00	0.00	

01-080905 HIGHLAND SANITATION										
I	0001161365	OCTOBER TRASH SERVICE	APBNK	10/31/2023	R	10/23/2023		3,856.67	3,856.67CR	
		G/L ACCOUNT		CK: 153747				3,856.67		
	101	45100-01-384.00	REFUSAL DISPOSAL			231.15		OCTOBER TRASH SERVICE		
	650	45130-01-384.00	REFUSE DISPOSAL			217.95		OCTOBER TRASH SERVICE		
	101	45100-01-315.00	SPECIAL PROGRAMS			35.00		OCTOBER TRASH SERVICE		
	101	45100-30-384.00	REFUSE DISPOSAL			64.59		OCTOBER TRASH SERVICE		
	101	41940-01-384.00	REFUSE DISPOSAL			3,307.98		OCTOBER TRASH SERVICE		
			REG. CHECK			1		3,856.67	3,856.67CR	0.00
								3,856.67	0.00	

01-000225 HOISINGTON KOEGLER GROUP										
I	022-045-012	ZONING CODE UPDATE	APBNK	10/31/2023	R	10/14/2023		4,931.25	4,931.25CR	
		G/L ACCOUNT		CK: 153748				4,931.25		
	101	41910-01-319.00	OTHER PROFESIONAL SERVICES			4,931.25		ZONING CODE UPDATE		
			REG. CHECK			1		4,931.25	4,931.25CR	0.00
								4,931.25	0.00	

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VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-005977 HOLLENBACK & NELSON INC

I 2023-0427		ROSEMOUNT PD/PW PROJECT	APBNK 10/31/2023 R			9/30/2023		330,600.00	330,600.00CR	
		G/L ACCOUNT		CK: 153749				330,600.00		
	421 48000-01-521.00	BUILDING & STRUCTURE PURCHASES					330,600.00	ROSEMOUNT PD/PW PROJECT		
				REG. CHECK			1	330,600.00	330,600.00CR	0.00
								330,600.00	0.00	

01-081625 HONSA LIGHTING SOLUTIONS IN

I 99554		LIGHT BULBS & RECYCLING	APBNK 10/31/2023 R			10/09/2023		404.48	404.48CR	
		G/L ACCOUNT		CK: 153750				404.48		
	101 41940-01-223.00	BUILDING REPAIR SUPPLIES					404.48	LIGHT BULBS & RECYCLING		
				REG. CHECK			1	404.48	404.48CR	0.00
								404.48	0.00	

01-091405 INDEPENDENT BLACK DIRT

I 34736		6 YDS BLACK DIRT	APBNK 10/31/2023 R			10/09/2023		126.00	126.00CR	
		G/L ACCOUNT		CK: 153751				126.00		
	101 45202-01-225.00	LANDSCAPING MATERIALS					126.00	6 YDS BLACK DIRT		
				REG. CHECK			1	126.00	126.00CR	0.00
								126.00	0.00	

01-002546 INDEPENDENT SCH DIST #196

I 2023-0404		PERMIT 5464-DAMAGE DEPOSIT	APBNK 10/31/2023 R			10/12/2023		300.00	300.00CR	
		G/L ACCOUNT		CK: 153752				300.00		
	101 22005	REFUNDS PAYABLE - P&R					300.00	PERMIT 5464-DAMAGE DEPOSIT		
				REG. CHECK			1	300.00	300.00CR	0.00
								300.00	0.00	

01-000453 J.R.'S ADVANCED RECYCLERS

I 111446		CLEAN-UP DAY-APPLIANCES	APBNK 10/31/2023 R			10/12/2023		1,813.50	1,813.50CR	
		G/L ACCOUNT		CK: 153753				1,813.50		
	101 41940-01-384.00	REFUSE DISPOSAL					1,813.50	CLEAN-UP DAY-APPLIANCES		
				REG. CHECK			1	1,813.50	1,813.50CR	0.00
								1,813.50	0.00	

PACKET: 06826 10/31/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-003699 JANI-KING OF MINNESOTA

I MIN10230224		SEPT. RCC SCRUB FLOORS	APBNK 10/31/2023	R		10/10/2023		1,400.00	1,400.00CR	
		G/L ACCOUNT		CK: 153754				1,400.00		
	101 45100-01-312.00	CUSTODIAL SERVICES					1,400.00	SEPT. RCC SCRUB FLOORS		
I MIN10230257		SC SCRUB FLOORS - SEPT.	APBNK 10/31/2023	R		10/24/2023		280.00	280.00CR	
		G/L ACCOUNT		CK: 153754				280.00		
	101 45100-30-312.00	CUSTODIAL SERVICES					280.00	SC SCRUB FLOORS - SEPT.		
				REG. CHECK			1	1,680.00	1,680.00CR	0.00
								1,680.00	0.00	

01-101360 JIRIK SOD FARMS INC

I 52699		300 SF SOD	APBNK 10/31/2023	R		10/09/2023		96.00	96.00CR	
		G/L ACCOUNT		CK: 153755				96.00		
	101 45202-01-225.00	LANDSCAPING MATERIALS					96.00	300 SF SOD		
I 52713		100 SF SOD	APBNK 10/31/2023	R		10/10/2023		12.00	12.00CR	
		G/L ACCOUNT		CK: 153755				12.00		
	101 45202-01-225.00	LANDSCAPING MATERIALS					12.00	100 SF SOD		
I 52735		120 SF SOD	APBNK 10/31/2023	R		10/11/2023		47.40	47.40CR	
		G/L ACCOUNT		CK: 153755				47.40		
	101 45202-01-225.00	LANDSCAPING MATERIALS					47.40	120 SF SOD		
I 52744		100 SF SOD	APBNK 10/31/2023	R		10/11/2023		12.00	12.00CR	
		G/L ACCOUNT		CK: 153755				12.00		
	101 45202-01-225.00	LANDSCAPING MATERIALS					12.00	100 SF SOD		
				REG. CHECK			1	167.40	167.40CR	0.00
								167.40	0.00	

01-006063 DAVID JONES

I 2023-0399		ENTERTAINMENT-SENIOR LUNCHE	APBNK 10/31/2023	R		10/11/2023		100.00	100.00CR	
		G/L ACCOUNT		CK: 153756				100.00		
	101 45100-93-219.00	OTHER OPERATING SUPPLIES					100.00	ENTERTAINMENT-SENIOR LUNCHEON		
				REG. CHECK			1	100.00	100.00CR	0.00
								100.00	0.00	

PACKET: 06826 10/31/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-110314 KENNEDY & GRAVEN CHARTERED

I 176605		AUGUST RETAINER-ENG & PW	APBNK 10/31/2023 R			9/19/2023		629.03	629.03CR	
		G/L ACCOUNT		CK: 153757				629.03		
	101 41810-01-304.00	LEGAL FEES					629.03	AUGUST RETAINER-ENG & PW		
				REG. CHECK			1	629.03	629.03CR	0.00
								629.03	0.00	

01-110526 KIMBALL MIDWEST

I 101492033		STOCK PARTS	APBNK 10/31/2023 R			9/28/2023		611.44	611.44CR	
		G/L ACCOUNT		CK: 153758				611.44		
	101 43100-01-221.00	EQUIPMENT PARTS					611.44	STOCK PARTS		
				REG. CHECK			1	611.44	611.44CR	0.00
								611.44	0.00	

01-111225 KLM ENGINEERING INC

I 9888		EAST SIDE TOWER DRY TANK	APBNK 10/31/2023 R			10/18/2023		3,100.00	3,100.00CR	
		G/L ACCOUNT		CK: 153759				3,100.00		
	601 49400-01-530.00	IMPROVEMENTS OTHER THAN BLDGS					3,100.00	EAST SIDE TOWER DRY TANK		
				REG. CHECK			1	3,100.00	3,100.00CR	0.00
								3,100.00	0.00	

01-006067 KOCH PIPELINE COMPANY

I 2023-0401		GRADING PERMIT SECURITY	APBNK 10/31/2023 R			10/16/2023		12,000.00	12,000.00CR	
		G/L ACCOUNT		CK: 153760				12,000.00		
	101 22002	ESCROW DEPOSITS PAYABLE					12,000.00	GRADING PERMIT SECURITY		
				REG. CHECK			1	12,000.00	12,000.00CR	0.00
								12,000.00	0.00	

01-005999 KRAUS-ANDERSON CONSTRUCTION

I 60640		CONST MGMT SERVICE-PD/PW PR	APBNK 10/31/2023 R			10/06/2023		128,151.13	128,151.13CR	
		G/L ACCOUNT		CK: 153761				128,151.13		
	421 48000-01-319.00	OTHER PROFESSIONAL SERVICES					128,151.13	CONST MGMT SERVICE-PD/PW PROJ		
				REG. CHECK			1	128,151.13	128,151.13CR	0.00
								128,151.13	0.00	

PACKET: 06826 10/31/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-005498 LABRASH PLUMBING & HEATING										
I 11188		IRRIGATION METER REMOVAL	APBNK 10/31/2023	R		10/11/2023		368.85	368.85CR	
		G/L ACCOUNT		CK: 153762				368.85		
	601 49400-01-403.00	CONTRACTED R & M-OTHER IMPROV					368.85	IRRIGATION METER REMOVAL		
				REG. CHECK			1	368.85	368.85CR	0.00
								368.85	0.00	

01-120513 LEAGUE-MN CITIES INS TRST										
I 21569		B. JOHNSON - CLAIM 00495694	APBNK 10/31/2023	R		10/01/2023		296.30	296.30CR	
		G/L ACCOUNT		CK: 153763				296.30		
	206 49006-01-305.00	MEDICAL & DENTAL FEES					296.30	B. JOHNSON - CLAIM 00495694		
				REG. CHECK			1	296.30	296.30CR	0.00
								296.30	0.00	

01-001511 LENNAR HOMES										
I 2018-00803		AS-BUILT SURVEY REFUND	APBNK 10/31/2023	R		10/17/2023		2,000.00	2,000.00CR	
		G/L ACCOUNT		CK: 153764				2,000.00		
	101 22010	AS-BUILT SURVEY DEPOSITS					2,000.00	AS-BUILT SURVEY REFUND		
I 2019-03531		AS-BUILT SURVEY REFUND	APBNK 10/31/2023	R		10/10/2023		2,000.00	2,000.00CR	
		G/L ACCOUNT		CK: 153764				2,000.00		
	101 22010	AS-BUILT SURVEY DEPOSITS					2,000.00	AS-BUILT SURVEY REFUND		
I 2019-03711		AS-BUILT SURVEY REFUND	APBNK 10/31/2023	R		10/17/2023		2,000.00	2,000.00CR	
		G/L ACCOUNT		CK: 153764				2,000.00		
	101 22010	AS-BUILT SURVEY DEPOSITS					2,000.00	AS-BUILT SURVEY REFUND		
I 2020-02325		AS-BUILT SURVEY REFUND	APBNK 10/31/2023	R		10/17/2023		2,000.00	2,000.00CR	
		G/L ACCOUNT		CK: 153764				2,000.00		
	101 22010	AS-BUILT SURVEY DEPOSITS					2,000.00	AS-BUILT SURVEY REFUND		
I 2021-03693		AS-BUILT SURVEY REFUND	APBNK 10/31/2023	R		10/10/2023		2,000.00	2,000.00CR	
		G/L ACCOUNT		CK: 153764				2,000.00		
	101 22010	AS-BUILT SURVEY DEPOSITS					2,000.00	AS-BUILT SURVEY REFUND		
				REG. CHECK			1	10,000.00	10,000.00CR	0.00
								10,000.00	0.00	

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VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-003414 LIGHTNING DISPOSAL INC										
I	0000513255	CLEANUP DAY DISPOSAL	APBNK	10/31/2023	R	10/19/2023		12,015.31	12,015.31CR	
		G/L ACCOUNT		CK: 153765				12,015.31		
	101	41940-01-384.00	REFUSE DISPOSAL			12,015.31		CLEANUP DAY DISPOSAL		
			REG. CHECK			1		12,015.31	12,015.31CR	0.00
								12,015.31	0.00	

01-121530 LOGIS-LOCAL GOVERNMENT										
I	54278	PDS-SPEC ASSESS	APBNK	10/31/2023	R	10/15/2023		4,656.00	4,656.00CR	
		G/L ACCOUNT		CK: 153766				4,656.00		
	101	41520-01-394.00	P.C. SOFTWARE PURCHASES			4,656.00		PDS-SPEC ASSESS		
I	54279	LOCATE/NET SVCS	APBNK	10/31/2023	R	10/15/2023		2,280.43	2,280.43CR	
		G/L ACCOUNT		CK: 153766				2,280.43		
	101	43121-01-319.00	OTHER PROFESSIONAL SERVICES			43.20		LOCATE/NET SVCS		
	101	43121-01-319.00	OTHER PROFESSIONAL SERVICES			71.55		LOCATE/NET SVCS		
	101	41520-01-391.00	P.C. MAINTENANCE			12.24		LOCATE/NET SVCS		
	220	49020-01-580.00	OTHER EQUIPMENT PURCHASES			27.19		LOCATE/NET SVCS		
	220	49020-01-580.00	OTHER EQUIPMENT PURCHASES			1,046.25		LOCATE/NET SVCS		
	101	41520-01-391.00	P.C. MAINTENANCE			1,080.00		LOCATE/NET SVCS		
I	54356	ADOBE, BCA, TOKEN	APBNK	10/31/2023	R	10/23/2023		1,849.16	1,849.16CR	
		G/L ACCOUNT		CK: 153766				1,849.16		
	101	42110-01-396.00	COMPUTER MAINTENANCE			1,800.00		ADOBE, BCA, TOKEN		
	101	41520-01-394.00	P.C. SOFTWARE PURCHASES			34.16		ADOBE, BCA, TOKEN		
	101	41520-01-391.00	P.C. MAINTENANCE			15.00		ADOBE, BCA, TOKEN		
			REG. CHECK			1		8,785.59	8,785.59CR	0.00
								8,785.59	0.00	

01-004303 MACQUEEN EMERGENCY										
I	P19777	FIRE HELMET LINERS	APBNK	10/31/2023	R	9/14/2023		485.00	485.00CR	
		G/L ACCOUNT		CK: 153767				485.00		
	101	42210-01-580.00	OTHER EQUIPMENT PURCHASES			485.00		FIRE HELMET LINERS		
			REG. CHECK			1		485.00	485.00CR	0.00
								485.00	0.00	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-005066 MARCO TECHNOLOGIES LLC										
I	513765438	COPIER LEASE MX-5071	APBNK	10/31/2023	R	10/23/2023		244.23	244.23CR	
		G/L ACCOUNT		CK: 153768				244.23		
	101	41810-01-580.00	OTHER EQUIPMENT				244.23	COPIER LEASE MX-5071		
			REG. CHECK			1		244.23	244.23CR	0.00
								244.23	0.00	

01-130575 MCNAMARA CONTRACTING INC										
I	5542	72.16 TONS ASPHALT	APBNK	10/31/2023	R	9/29/2023		4,661.85	4,661.85CR	
		G/L ACCOUNT		CK: 153769				4,661.85		
	601	49400-01-224.00	STREET MAINTENANCE SUPPLIES				2,500.00	72.16 TONS ASPHALT		
	603	49500-01-224.00	STREET MAINTENANCE MATERIALS				2,161.85	72.16 TONS ASPHALT		
			REG. CHECK			1		4,661.85	4,661.85CR	0.00
								4,661.85	0.00	

01-001863 MEDICINE LAKE TOURS										
I	2023-0409	SENIOR BUS TRIP	APBNK	10/31/2023	R	10/19/2023		1,462.00	1,462.00CR	
		G/L ACCOUNT		CK: 153770				1,462.00		
	101	45100-87-219.00	OTHER OPERATING SUPPLIES				1,462.00	SENIOR BUS TRIP		
			REG. CHECK			1		1,462.00	1,462.00CR	0.00
								1,462.00	0.00	

01-130725 MENARDS-APPLE VALLEY										
I	62255	GAS FOR 4 CYCLE ENGINES	APBNK	10/31/2023	R	9/27/2023		143.88	143.88CR	
		G/L ACCOUNT		CK: 153771				143.88		
	101	42210-01-439.00	OTHER MISCELLANEOUS CHARGES				143.88	GAS FOR 4 CYCLE ENGINES		
I	63123	CONSTRUCTION ADHESIVE	APBNK	10/31/2023	R	10/14/2023		7.96	7.96CR	
		G/L ACCOUNT		CK: 153771				7.96		
	101	42210-01-211.00	CLEANING SUPPLIES				7.96	CONSTRUCTION ADHESIVE		
I	63297	CABLE TIES	APBNK	10/31/2023	R	10/17/2023		144.84	144.84CR	
		G/L ACCOUNT		CK: 153771				144.84		
	101	45202-01-221.00	EQUIPMENT PARTS				144.84	CABLE TIES		
I	63629	CLEVIS,HOOKS,ROPE,TARP,ETC	APBNK	10/31/2023	R	10/24/2023		153.68	153.68CR	
		G/L ACCOUNT		CK: 153771				153.68		
	101	45202-01-241.00	SMALL TOOLS				153.68	CLEVIS,HOOKS,ROPE,TARP,ETC		

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VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 63643		BLEACH FOR WATER TANK	APBNK 10/31/2023	R		10/24/2023		71.80	71.80CR	
		G/L ACCOUNT		CK: 153771				71.80		
	101 45202-01-221.00	EQUIPMENT PARTS					71.80	BLEACH FOR WATER TANK		
				REG. CHECK			1	522.16	522.16CR	0.00
								522.16	0.00	

01-004079 METRO SALES INC

I INV2383340		COPIER USAGE/LEASE IM C300F	APBNK 10/31/2023	R		10/11/2023		103.47	103.47CR	
		G/L ACCOUNT		CK: 153772				103.47		
	101 41810-01-202.00	DUPLICATING & COPYING COSTS					103.47	COPIER USAGE/LEASE IM C300F		
I INV2383860		LEASE PAYMENT MP C307	APBNK 10/31/2023	R		10/12/2023		67.00	67.00CR	
		G/L ACCOUNT		CK: 153772				67.00		
	101 41810-01-580.00	OTHER EQUIPMENT					67.00	LEASE PAYMENT MP C307		
I INV2385260		IM C3500 COPIER USAGE	APBNK 10/31/2023	R		10/16/2023		296.21	296.21CR	
		G/L ACCOUNT		CK: 153772				296.21		
	101 41810-01-202.00	DUPLICATING & COPYING COSTS					296.21	IM C3500 COPIER USAGE		
I INV2389713		COPIER COSTS MP C307	APBNK 10/31/2023	R		10/23/2023		275.08	275.08CR	
		G/L ACCOUNT		CK: 153772				275.08		
	101 41810-01-202.00	DUPLICATING & COPYING COSTS					275.08	COPIER COSTS MP C307		
				REG. CHECK			1	741.76	741.76CR	0.00
								741.76	0.00	

01-002233 MHSRC/DDP

I 51479		SENIOR DRIVER SAFETY CLASS	APBNK 10/31/2023	R		10/12/2023		380.00	380.00CR	
		G/L ACCOUNT		CK: 153773				380.00		
	101 45100-93-219.00	OTHER OPERATING SUPPLIES					380.00	SENIOR DRIVER SAFETY CLASS		
I 52890		SENIOR DRIVER SAFETY CLASS	APBNK 10/31/2023	R		10/12/2023		253.00	253.00CR	
		G/L ACCOUNT		CK: 153773				253.00		
	101 45100-93-219.00	OTHER OPERATING SUPPLIES					253.00	SENIOR DRIVER SAFETY CLASS		
				REG. CHECK			1	633.00	633.00CR	0.00
								633.00	0.00	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-132079 MIDWEST FENCE & MFG										
I 192708		STORM DAMAGE REPAIR	APBNK	10/31/2023	R	10/20/2023		7,997.00	7,997.00CR	
		G/L ACCOUNT		CK: 153774				7,997.00		
	206	49006-01-409.00	OTHER	CONTRACTED REPAIR & MAIN			7,997.00	STORM DAMAGE REPAIR		
				REG. CHECK			1	7,997.00	7,997.00CR	0.00
								7,997.00	0.00	

01-005706 MIDWEST MACHINERY CO										
I 9789249		BLADES,GEAR & FAN HOUSING	APBNK	10/31/2023	R	9/29/2023		325.97	325.97CR	
		G/L ACCOUNT		CK: 153775				325.97		
	101	43100-01-221.00	EQUIPMENT	PARTS			325.97	BLADES,GEAR & FAN HOUSING		
				REG. CHECK			1	325.97	325.97CR	0.00
								325.97	0.00	

01-003165 MINNESOTA LOCKS										
I 101127895		LOCKS-DISC GOLF BASKETS	APBNK	10/31/2023	R	10/16/2023		768.60	768.60CR	
		G/L ACCOUNT		CK: 153776				768.60		
	205	49005-01-530.00	IMPROVEMENTS	OTHER THAN BLDGS			768.60	LOCKS-DISC GOLF BASKETS		
I 101128003		PARK LOCKS	APBNK	10/31/2023	R	10/19/2023		219.60	219.60CR	
		G/L ACCOUNT		CK: 153776				219.60		
	101	45202-01-221.00	EQUIPMENT	PARTS			219.60	PARK LOCKS		
				REG. CHECK			1	988.20	988.20CR	0.00
								988.20	0.00	

01-136665 MN DEPT OF AGRICULTURE										
I 2023-0412		APP FEE FOR CHANGE IN LICEN	APBNK	10/31/2023	R	10/18/2023		10.00	10.00CR	
		G/L ACCOUNT		CK: 153777				10.00		
	101	45202-01-433.00	DUES &	SUBSCRIPTIONS			10.00	APP FEE FOR CHANGE IN LICENSE		
				REG. CHECK			1	10.00	10.00CR	0.00
								10.00	0.00	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-000030 MN DEPT OF REVENUE										
I	202310269894	SEPTEMBER PETROLEUM TAX	APBNK	10/17/2023	D	10/17/2023		145.35	145.35CR	
		G/L ACCOUNT		CK: 001669				145.35		
	101	43100-01-212.00	MOTOR FUELS				145.35	SEPTEMBER PETROLEUM TAX		
			DRAFTS			1		145.35	145.35CR	0.00
								145.35	0.00	

01-000031 MN DEPT OF REVENUE										
I	202310269895	SEPTEMBER SALES & USE TAX	APBNK	10/17/2023	D	10/17/2023		10,274.00	10,274.00CR	
		G/L ACCOUNT		CK: 001670				10,274.00		
	101	22810	SALES TAX PAYABLE				54.21	SEPTEMBER SALES & USE TAX		
	601	22810	SALES TAX PAYABLE				9,869.59	SEPTEMBER SALES & USE TAX		
	604	22810	SALES TAX PAYABLE				318.31	SEPTEMBER SALES & USE TAX		
	650	22810	SALES TAX PAYABLE				30.61	SEPTEMBER SALES & USE TAX		
	101	41940-01-208.00	MISCELLANEOUS SUPPLIES				2.33	SEPTEMBER SALES & USE TAX		
	101	41520-01-439.00	OTHER MISCELLANEOUS CHARGES				1.05CR	SEPTEMBER SALES & USE TAX		
			DRAFTS			1		10,274.00	10,274.00CR	0.00
								10,274.00	0.00	

01-001328 MN ENERGY RESOURCES CORP										
I	0502350036-1	9/23 PW BUILDINGS-1ST METER	APBNK	10/31/2023	D	10/04/2023		71.80	71.80CR	
		G/L ACCOUNT		CK: 001671				71.80		
	101	41940-01-383.00	GAS UTILITIES				71.80	PW BUILDINGS-1ST METER		
I	0502440191-1	9/23 PW BUILDINGS-2ND METER	APBNK	10/31/2023	D	10/04/2023		68.65	68.65CR	
		G/L ACCOUNT		CK: 001671				68.65		
	101	41940-01-383.00	GAS UTILITIES				68.65	PW BUILDINGS-2ND METER		
I	0502574702-1	9/23 WELL #9	APBNK	10/31/2023	D	10/04/2023		27.15	27.15CR	
		G/L ACCOUNT		CK: 001671				27.15		
	601	49409-01-383.00	GAS UTILITIES				27.15	WELL #9		
I	0502798212-1	9/23 FIRE STATION #1	APBNK	10/31/2023	D	10/04/2023		134.94	134.94CR	
		G/L ACCOUNT		CK: 001671				134.94		
	101	41940-01-383.00	GAS UTILITIES				134.94	FIRE STATION #1		
I	0503984315-1	9/23 FIRE STATION #2	APBNK	10/31/2023	D	9/22/2023		82.03	82.03CR	
		G/L ACCOUNT		CK: 001671				82.03		
	101	41940-01-383.00	GAS UTILITIES				82.03	FIRE STATION #2		
I	0504255593-1	9/23 COMMUNITY CENTER	APBNK	10/31/2023	D	10/04/2023		219.15	219.15CR	
		G/L ACCOUNT		CK: 001671				219.15		
	101	11510	NATIONAL GUARD A/R				105.19	COMMUNITY CENTER		

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VENDOR SEQUENCE

[illegible]

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VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-137885 MN VALLEY TESTING LABS										
I	1220690	BAC-T SAMPLES	APBNK 10/31/2023	R		10/09/2023		137.72	137.72CR	
		G/L ACCOUNT		CK: 153779				137.72		
	601	49400-01-310.00	TESTING SERVICES				137.72	BAC-T SAMPLES		
I	1220692	BAC-T SAMPLES	APBNK 10/31/2023	R		10/09/2023		142.56	142.56CR	
		G/L ACCOUNT		CK: 153779				142.56		
	601	49400-01-310.00	TESTING SERVICES				142.56	BAC-T SAMPLES		
I	1220693	BAC-T SAMPLES	APBNK 10/31/2023	R		10/09/2023		126.72	126.72CR	
		G/L ACCOUNT		CK: 153779				126.72		
	601	49400-01-310.00	TESTING SERVICES				126.72	BAC-T SAMPLES		
			REG. CHECK				1	407.00	407.00CR	0.00
								407.00	0.00	

01-006070 MN YOGA CONFERENCE										
I	2023-0413	PERMIT 4834-DAMAGE DEPOSIT	APBNK 10/31/2023	R		10/09/2023		300.00	300.00CR	
		G/L ACCOUNT		CK: 153780				300.00		
	101	22005	REFUNDS PAYABLE - P&R				300.00	PERMIT 4834-DAMAGE DEPOSIT		
			REG. CHECK				1	300.00	300.00CR	0.00
								300.00	0.00	

01-006047 MOLIN CONCRETE PRODUCTS										
I	2023-0428	ROSEMOUNT PD/PW PROJECT	APBNK 10/31/2023	R		9/22/2023		1,325,921.25	1,325,921.25CR	
		G/L ACCOUNT		CK: 153781				1,325,921.25		
	421	48000-01-521.00	BUILDING & STRUCTURE PURCHASES				1,325,921.25	ROSEMOUNT PD/PW PROJECT		
			REG. CHECK				1	1,325,921.25	1,325,921.25CR	0.00
								1,325,921.25	0.00	

01-006069 MITCHELL MONTGOMERY										
I	2023-0411	PERMIT 4709-DAMAGE DEPOSIT	APBNK 10/31/2023	R		10/20/2023		300.00	300.00CR	
		G/L ACCOUNT		CK: 153782				300.00		
	101	22005	REFUNDS PAYABLE - P&R				300.00	PERMIT 4709-DAMAGE DEPOSIT		
			REG. CHECK				1	300.00	300.00CR	0.00
								300.00	0.00	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-139915 MTI DISTRIBUTING INC										
I	1407511-00	MOWER PARTS	APBNK	10/31/2023	R	10/02/2023		807.21	807.21CR	
		G/L ACCOUNT		CK: 153783				807.21		
	101	43100-01-221.00	EQUIPMENT	PARTS			807.21	MOWER PARTS		
I	1407566-00	GROMMETS,BUSHING,ETC	APBNK	10/31/2023	R	9/28/2023		28.31	28.31CR	
		G/L ACCOUNT		CK: 153783				28.31		
	101	43100-01-221.00	EQUIPMENT	PARTS			28.31	GROMMETS,BUSHING,ETC		
I	1407566-01	WIRE CLAMP & FUEL GASKET	APBNK	10/31/2023	R	9/29/2023		44.70	44.70CR	
		G/L ACCOUNT		CK: 153783				44.70		
	101	43100-01-221.00	EQUIPMENT	PARTS			44.70	WIRE CLAMP & FUEL GASKET		
				REG. CHECK			1	880.22	880.22CR	0.00
								880.22	0.00	

01-006048 MUSKA ELECTRIC COMPANY										
I	2023-0429	ROSEMOUNT PD/PW PROJECT	APBNK	10/31/2023	R	9/30/2023		448,875.00	448,875.00CR	
		G/L ACCOUNT		CK: 153784				448,875.00		
	421	48000-01-521.00	BUILDING & STRUCTURE	PURCHASES			448,875.00	ROSEMOUNT PD/PW PROJECT		
				REG. CHECK			1	448,875.00	448,875.00CR	0.00
								448,875.00	0.00	

01-006065 JOVANI NASSAR										
I	2023-0406	MAILBOX REIMBURSEMENT	APBNK	10/31/2023	R	10/10/2023		183.00	183.00CR	
		G/L ACCOUNT		CK: 153785				183.00		
	101	43121-01-224.00	STREET MAINTENANCE	MATERIALS			183.00	MAILBOX REIMBURSEMENT		
				REG. CHECK			1	183.00	183.00CR	0.00
								183.00	0.00	

01-141542 NORTHERN SAFETY TECH										
I	56461	LED LIGHTS W/FLASHER,ETC	APBNK	10/31/2023	R	10/02/2023		301.06	301.06CR	
		G/L ACCOUNT		CK: 153786				301.06		
	101	43100-01-221.00	EQUIPMENT	PARTS			301.06	LED LIGHTS W/FLASHER,ETC		
I	56476	LIGHTS-FD RESCUE 21	APBNK	10/31/2023	R	10/05/2023		198.36	198.36CR	
		G/L ACCOUNT		CK: 153786				198.36		
	101	43100-01-221.00	EQUIPMENT	PARTS			198.36	LIGHTS-FD RESCUE 21		

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
			REG. CHECK			1		499.42	499.42CR	0.00
								499.42	0.00	
01-006072 SEAN O'CONNOR										
I 2023-0420		PERMIT 4709-SECURITY REFUND	APBNK 10/31/2023	R		10/20/2023		157.50	157.50CR	
		G/L ACCOUNT		CK: 153787				157.50		
	101 22005	REFUNDS PAYABLE - P&R					157.50	PERMIT 4709-SECURITY REFUND		
			REG. CHECK			1		157.50	157.50CR	0.00
								157.50	0.00	
01-000988 OFFICE OF MN IT SERVICES										
I W23080581		LANGUAGE LINE USAGE	APBNK 10/31/2023	R		9/14/2023		48.30	48.30CR	
		G/L ACCOUNT		CK: 153788				48.30		
	101 42110-01-313.00	TEMPORARY SERVICE FEES					48.30	LANGUAGE LINE USAGE		
			REG. CHECK			1		48.30	48.30CR	0.00
								48.30	0.00	
01-005974 PATRIOT ERECTORS INC										
I 2023-0430		ROSEMOUNT PD/PW PROJECT	APBNK 10/31/2023	R		9/21/2023		5,700.00	5,700.00CR	
		G/L ACCOUNT		CK: 153789				5,700.00		
	421 48000-01-521.00	BUILDING & STRUCTURE PURCHASES					5,700.00	ROSEMOUNT PD/PW PROJECT		
			REG. CHECK			1		5,700.00	5,700.00CR	0.00
								5,700.00	0.00	
01-004740 PELLICCI ACE ROSEMOUNT										
I 10825/R		GRAFFITI CLEANUP	APBNK 10/31/2023	R		10/09/2023		59.93	59.93CR	
		G/L ACCOUNT		CK: 153790				59.93		
	101 45202-01-221.00	EQUIPMENT PARTS					59.93	GRAFFITI CLEANUP		
I 10829/R		12 60LB. BAG CONCRETE	APBNK 10/31/2023	R		10/10/2023		83.88	83.88CR	
		G/L ACCOUNT		CK: 153790				83.88		
	603 49500-01-230.00	REPAIR MATERIALS & SUPPLIES					83.88	12 60LB. BAG CONCRETE		
I 10834/R		HARDWARE SUPPLIES	APBNK 10/31/2023	R		10/11/2023		107.93	107.93CR	
		G/L ACCOUNT		CK: 153790				107.93		
	101 45100-01-223.00	BUILDING REPAIR SUPPLIES					107.93	HARDWARE SUPPLIES		

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

I 10837/R		TUBING & NUTS	APBNK 10/31/2023	R		10/11/2023		18.24	18.24CR	
		G/L ACCOUNT		CK: 153790				18.24		
	101 41940-01-223.00	BUILDING REPAIR SUPPLIES					18.24	TUBING & NUTS		
I 10868/R		HARDWARE SUPPLIES	APBNK 10/31/2023	R		10/17/2023		28.97	28.97CR	
		G/L ACCOUNT		CK: 153790				28.97		
	101 45100-30-223.00	BUILDING REPAIR SUPPLIES					28.97	HARDWARE SUPPLIES		
I 10876/R		CLAMPS	APBNK 10/31/2023	R		10/19/2023		14.97	14.97CR	
		G/L ACCOUNT		CK: 153790				14.97		
	602 49450-01-227.00	UTILITY SYSTEM MAINT SUPPLIES					14.97	CLAMPS		
				REG. CHECK			1	313.92	313.92CR	0.00
								313.92	0.00	

01-000685 PLAYPOWER LT FARMINGTON										
I 1400275613		PLAYGROUND PARTS	APBNK 10/31/2023	R		9/27/2023		3,844.12	3,844.12CR	
		G/L ACCOUNT		CK: 153791				3,844.12		
	101 45202-01-221.00	EQUIPMENT PARTS					3,844.12	PLAYGROUND PARTS		
				REG. CHECK			1	3,844.12	3,844.12CR	0.00
								3,844.12	0.00	

01-005669 PREMIER POLYSTEEL										
I 51914		PICNIC TABLE SEAT	APBNK 10/31/2023	R		10/10/2023		170.00	170.00CR	
		G/L ACCOUNT		CK: 153792				170.00		
	101 45202-01-221.00	EQUIPMENT PARTS					170.00	PICNIC TABLE SEAT		
				REG. CHECK			1	170.00	170.00CR	0.00
								170.00	0.00	

01-004909 PRESTWICK LLC										
I 2023-0414		REFUND GRADING PERMIT SECUR	APBNK 10/31/2023	R		10/16/2023		15,000.00	15,000.00CR	
		G/L ACCOUNT		CK: 153793				15,000.00		
	101 22002	ESCROW DEPOSITS PAYABLE					15,000.00	REFUND GRADING PERMIT SECURITY		
				REG. CHECK			1	15,000.00	15,000.00CR	0.00
								15,000.00	0.00	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-006071 PRIMORIS ELECTRIC INC									
I	2023-0415	REFUND HYDRANT METER DEPOSIT	APBNK	10/31/2023	R	10/11/2023	1,949.84	1,949.84CR	
		G/L ACCOUNT		CK: 153794			1,949.84		
	601 22002	HYD. METER DEPOSITS PAYABLE				2,000.00	REFUND HYDRANT METER DEPOSIT		
	601 37130.00	COMMERCIAL WATER REVENUES				46.39CR	REFUND HYDRANT METER DEPOSIT		
	601 22810	SALES TAX PAYABLE				3.77CR	REFUND HYDRANT METER DEPOSIT		
				REG. CHECK		1	1,949.84	1,949.84CR	0.00
							1,949.84	0.00	

01-006026 R.J. MECHANICAL INC									
I	2023-0431	ROSEMOUNT PD/PW PROJECT	APBNK	10/31/2023	R	9/30/2023	95,992.08	95,992.08CR	
		G/L ACCOUNT		CK: 153795			95,992.08		
	421 48000-01-521.00	BUILDING & STRUCTURE PURCHASES				95,992.08	ROSEMOUNT PD/PW PROJECT		
				REG. CHECK		1	95,992.08	95,992.08CR	0.00
							95,992.08	0.00	

01-004444 RIECHMANN PEDERSON DESIGN I									
I	102393-1	FALL 2023 NEWSLETTER DESIGN	APBNK	10/31/2023	R	10/19/2023	1,210.00	1,210.00CR	
		G/L ACCOUNT		CK: 153796			1,210.00		
	101 41110-01-307.00	CITY PROMOTIONAL FEES				1,210.00	FALL 2023 NEWSLETTER DESIGN		
				REG. CHECK		1	1,210.00	1,210.00CR	0.00
							1,210.00	0.00	

01-005439 ROSEMOUNT CAR SPA, LLC									
I	15-FD	COMMAND VEHICLES CAR WASH-F	APBNK	10/31/2023	R	10/15/2023	79.52	79.52CR	
		G/L ACCOUNT		CK: 153797			79.52		
	101 42210-01-229.00	OTHER MAINTENANCE SUPPLIES				79.52	COMMAND VEHICLES CAR WASH-FD		
I	23	JUNE-SEPT CAR WASHES-PD	APBNK	10/31/2023	R	10/15/2023	1,232.20	1,232.20CR	
		G/L ACCOUNT		CK: 153797			1,232.20		
	101 42110-01-211.00	CLEANING SUPPLIES				1,232.20	JUNE-SEPT CAR WASHES-PD		
				REG. CHECK		1	1,311.72	1,311.72CR	0.00
							1,311.72	0.00	

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-181644 ROSEMOUNT EXPRESS ACCOUNT										
I	CK1038	NOTARY RENEWAL-ROUDEBUSH	APBNK	10/31/2023	R	10/25/2023		20.00	20.00CR	
		G/L ACCOUNT		CK: 153798				20.00		
	101	42110-01-219.00	OTHER	OPERATING SUPPLIES			20.00	NOTARY RENEWAL-ROUDEBUSH		
				REG. CHECK		1		20.00	20.00CR	0.00
								20.00	0.00	

01-000028 ROSEMOUNT HIGH SCHOOL-ISD 1										
I	2023-0405	PERMIT 5267-DAMAGE DEPOSIT	APBNK	10/31/2023	R	10/09/2023		250.00	250.00CR	
		G/L ACCOUNT		CK: 153799				250.00		
	101	22005	REFUNDS	PAYABLE - P&R			250.00	PERMIT 5267-DAMAGE DEPOSIT		
				REG. CHECK		1		250.00	250.00CR	0.00
								250.00	0.00	

01-004148 ROY C., INC										
I	90820	HANDICAP DOOR REPAIR PARTS	APBNK	10/31/2023	R	10/03/2023		114.98	114.98CR	
		G/L ACCOUNT		CK: 153800				114.98		
	101	45100-01-221.00	EQUIPMENT	PARTS			114.98	HANDICAP DOOR REPAIR PARTS		
				REG. CHECK		1		114.98	114.98CR	0.00
								114.98	0.00	

01-182485 RYAN CONTRACTING INC										
I	2023-0416	REFUND HYDRANT METER DEPOSIT	APBNK	10/31/2023	R	10/13/2023		1,982.93	1,982.93CR	
		G/L ACCOUNT		CK: 153801				1,982.93		
	601	22002	HYD. METER	DEPOSITS PAYABLE		2,000.00		REFUND HYDRANT METER DEPOSIT		
	601	37130.00	COMMERCIAL	WATER REVENUES			15.79CR	REFUND HYDRANT METER DEPOSIT		
	601	22810	SALES TAX	PAYABLE			1.28CR	REFUND HYDRANT METER DEPOSIT		
				REG. CHECK		1		1,982.93	1,982.93CR	0.00
								1,982.93	0.00	

01-190095 SAM'S CLUB										
I	2023-0417	GRANDPARENT & ME EVENTS	APBNK	10/31/2023	R	10/17/2023		210.77	210.77CR	
		G/L ACCOUNT		CK: 153802				210.77		
	101	45100-93-219.00	OTHER	OPERATING SUPPLIES		210.77		GRANDPARENT & ME EVENTS		

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VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

I 9704	4736 2023	CITY HALL SUPPLIES & VENDIN	APBNK 10/31/2023	R		10/20/2023	191.02	191.02CR	
		G/L ACCOUNT		CK: 153802			191.02		
101	41810-01-260.00	FOOD FOR RESALE				81.82	CITY HALL SUPPLIES & VENDING		
101	41940-01-208.00	MISCELLANEOUS SUPPLIES				109.20	CITY HALL SUPPLIES & VENDING		
				REG. CHECK		1	401.79	401.79CR	0.00
							401.79	0.00	

01-190854 SHERWIN WILLIAMS-AV									
C 0977-5		ORDER CHANGE CREDIT	APBNK 10/31/2023	R		10/18/2023	4.32CR	4.32	
		G/L ACCOUNT		CK: 153803			4.32CR		
101	45202-01-229.00	OTHER MAINTENANCE SUPPLIES					4.32C	ORDER CHANGE CREDIT	
I 0976-7		PAINT AND SUPPLYS	APBNK 10/31/2023	R		10/18/2023	470.18	470.18CR	
		G/L ACCOUNT		CK: 153803			470.18		
101	45202-01-223.00	SHELTER REPAIR SUPPLIES				470.18	PAINT AND SUPPLYS		
				REG. CHECK		1	465.86	465.86CR	0.00
							465.86	0.00	

01-190555 SHORT ELLIOT HENDRICKSON									
I 454866		CSAH 42 WATER MAIN EXT	APBNK 10/31/2023	R		10/11/2023	1,536.76	1,536.76CR	
		G/L ACCOUNT		CK: 153804			1,536.76		
474	48000-01-303.00	ENGINEERING FEES				1,536.76	CSAH 42 WATER MAIN EXT		
I 454939		WELL 17 PRELIM DESIGN	APBNK 10/31/2023	R		10/15/2023	4,712.67	4,712.67CR	
		G/L ACCOUNT		CK: 153804			4,712.67		
601	49400-01-303.00	ENGINEERING FEES				4,712.67	WELL 17 PRELIM DESIGN		
				REG. CHECK		1	6,249.43	6,249.43CR	0.00
							6,249.43	0.00	

01-002878 SHRED RIGHT									
I 0009790		SHREDDING SERVICES	APBNK 10/31/2023	R		10/06/2023	35.46	35.46CR	
		G/L ACCOUNT		CK: 153805			35.46		
101	41940-01-384.00	REFUSE DISPOSAL				35.46	SHREDDING SERVICES		
				REG. CHECK		1	35.46	35.46CR	0.00
							35.46	0.00	

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01-191510 SOLBERG AGGREGATE COMPANY

I 28019		1" CLASS 5 100% CRUSHED LIM	APBNK 10/31/2023	R		9/30/2023		4,588.04	4,588.04CR	
		G/L ACCOUNT		CK: 153806				4,588.04		
	101 43121-01-232.00	CRUSHED ROCK					4,588.04	1" CLASS 5 100% CRUSHED LIME		
		REG. CHECK				1		4,588.04	4,588.04CR	0.00
								4,588.04	0.00	

01-001474 SRF CONSULTING GROUP INC

I 16955.00-2		ASPEN AVE EXT IMPROV PROJEC	APBNK 10/31/2023	R		9/30/2023		8,585.28	8,585.28CR	
		G/L ACCOUNT		CK: 153807				8,585.28		
	493 48000-01-303.00	ENGINEERING FEES					8,585.28	ASPEN AVE EXT IMPROV PROJECT		
		REG. CHECK				1		8,585.28	8,585.28CR	0.00
								8,585.28	0.00	

01-005788 STANTEC CONSULTING SERVS IN

I 2142393		CCP CONSULTING	APBNK 10/31/2023	R		10/11/2023		1,878.25	1,878.25CR	
		G/L ACCOUNT		CK: 153808				1,878.25		
	205 49005-01-540.00	IMPROVEMENTS OTHER THAN BLDGS					1,878.25	CCP CONSULTING		
		REG. CHECK				1		1,878.25	1,878.25CR	0.00
								1,878.25	0.00	

01-192536 STREICHER'S

I I1659180		RESERVE UNIFORM	APBNK 10/31/2023	R		10/09/2023		82.00	82.00CR	
		G/L ACCOUNT		CK: 153809				82.00		
	101 42110-01-217.00	CLOTHING ALLOWANCE - POLICE					82.00	RESERVE UNIFORM		
		REG. CHECK				1		82.00	82.00CR	0.00
								82.00	0.00	

01-005259 STYLE NICHE LLC

I 2023-0421		DOWNTOWN FACADE GRANT	APBNK 10/31/2023	R		10/17/2023		1,082.50	1,082.50CR	
		G/L ACCOUNT		CK: 153810				1,082.50		
	201 46300-01-319.00	OTHER PROFESSIONAL SERVICES					1,082.50	DOWNTOWN FACADE GRANT		
		REG. CHECK				1		1,082.50	1,082.50CR	0.00
								1,082.50	0.00	

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VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
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01-004918 THE LOONEY LUTHERANS

I	LL/010/23	ENTERTAINMENT FOR SENIOR EV	APBNK	10/31/2023	R	10/18/2023		900.00	900.00CR	
		G/L ACCOUNT		CK: 153811				900.00		
	101	45100-87-219.00	OTHER OPERATING SUPPLIES				900.00	ENTERTAINMENT FOR SENIOR EVENT		
			REG. CHECK			1		900.00	900.00CR	0.00
								900.00	0.00	

01-200945 THYSSENKRUPP ELEVATOR CORP

I	6000682124	CODE WORK - ELEVATOR	APBNK	10/31/2023	R	10/10/2023		2,107.56	2,107.56CR	
		G/L ACCOUNT		CK: 153812				2,107.56		
	650	45130-01-404.00	CONTRACTED MACH & EQUIP R & M			1,053.78		CODE WORK - ELEVATOR		
	101	45100-01-404.00	CONTRACTED MACH & EQUIP R & M			526.89		CODE WORK - ELEVATOR		
	101	11510	NATIONAL GUARD A/R			526.89		CODE WORK - ELEVATOR		
			REG. CHECK			1		2,107.56	2,107.56CR	0.00
								2,107.56	0.00	

01-005720 TMG CONSTRUCTION INC

I	2011	CHANGE DOOR LOCKS	APBNK	10/31/2023	R	10/10/2023		1,640.00	1,640.00CR	
		G/L ACCOUNT		CK: 153813				1,640.00		
	205	49005-01-538.00	IMPROV OTHER THAN BLDGS			1,640.00		CHANGE DOOR LOCKS		
			REG. CHECK			1		1,640.00	1,640.00CR	0.00
								1,640.00	0.00	

01-003793 TRANS UNION LLC

I	09332231	CREDIT REPORT-BACKGROUNDS	APBNK	10/31/2023	R	9/25/2023		38.20	38.20CR	
		G/L ACCOUNT		CK: 153814				38.20		
	101	42110-01-306.00	PERSONNEL TESTING & RECRUITMNT			38.20		CREDIT REPORT-BACKGROUNDS		
			REG. CHECK			1		38.20	38.20CR	0.00
								38.20	0.00	

01-004684 TWIN CITIES HOMESCHOOLERS

I	2023-0422	PERMIT 2982-DAMAGE DEPOSIT	APBNK	10/31/2023	R	10/11/2023		300.00	300.00CR	
		G/L ACCOUNT		CK: 153815				300.00		
	101	22000	DEPOSITS PAYABLE-COMM CTR			300.00		PERMIT 2982-DAMAGE DEPOSIT		

PACKET: 06826 10/31/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
				REG. CHECK		1		300.00	300.00CR	0.00
								300.00	0.00	

01-006075 TWIN CITY HARDWARE

I 2023-0432	ROSEMOUNT PD/PW PROJECT	APBNK 10/31/2023 R	9/20/2023	19,312.73	19,312.73CR	
	G/L ACCOUNT	CK: 153816		19,312.73		
421 48000-01-521.00	BUILDING & STRUCTURE PURCHASES		19,312.73	ROSEMOUNT PD/PW PROJECT		
		REG. CHECK	1	19,312.73	19,312.73CR	0.00
				19,312.73	0.00	

01-202315 TWIN CITY HARDWARE

I PSI2223462	DOOR UNLOCK TIME CHANGE-FS	APBNK 10/31/2023 R	10/16/2023	180.00	180.00CR	
	G/L ACCOUNT	CK: 153817		180.00		
101 41940-01-402.00	SECURITY CARD SYSTEM MAINT		180.00	DOOR UNLOCK TIME CHANGE-FS #1		
		REG. CHECK	1	180.00	180.00CR	0.00
				180.00	0.00	

01-001337 US BANK

I 202310269896	FOOD FOR CC MEETING 9/5	APBNK 10/07/2023 D	9/06/2023	87.79	87.79CR	
	G/L ACCOUNT	CK: 001672		87.79		
101 41110-01-315.00	SPECIAL PROGRAMS		87.79	FOOD FOR CC MEETING 9/5		
I 202310269897	CAKE FOR JESSIES FAREWELL	APBNK 10/07/2023 D	9/07/2023	33.74	33.74CR	
	G/L ACCOUNT	CK: 001672		33.74		
101 41320-31-315.00	SPECIAL PROGRAMS		33.74	CAKE FOR JESSIES FAREWELL		
I 202310269898	NATIONAL MEMBERSHIP FOR PSH	APBNK 10/07/2023 D	9/07/2023	175.00	175.00CR	
	G/L ACCOUNT	CK: 001672		175.00		
101 41320-31-433.00	DUES & SUBSCRIPTIONS		175.00	NATIONAL MEMBERSHIP FOR PSHRA		
I 202310269899	MSP PARKING FOR ICMA CONF.	APBNK 10/07/2023 D	9/19/2023	105.00	105.00CR	
	G/L ACCOUNT	CK: 001672		105.00		
101 41320-01-437.00	CONFERENCES & SEMINARS		105.00	MSP PARKING FOR ICMA CONF.		
I 202310269900	POSTAGE AND MATERIAL	APBNK 10/07/2023 D	9/06/2023	15.84	15.84CR	
	G/L ACCOUNT	CK: 001672		15.84		
101 41810-01-322.00	POSTAGE COSTS		15.84	POSTAGE AND MATERIAL		
I 202310269901	HEAD PHONES FOR GIS	APBNK 10/07/2023 D	9/07/2023	11.77	11.77CR	
	G/L ACCOUNT	CK: 001672		11.77		
101 41810-01-209.00	OTHER OFFICE SUPPLIES		11.77	HEAD PHONES FOR GIS		

PACKET: 06826 10/31/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 202310269902		PRE-EMP CDL QUERY - T. ROSC	APBNK 10/07/2023	D		9/11/2023		1.25	1.25CR	
		G/L ACCOUNT		CK: 001672				1.25		
	101 41320-01-306.00	PERSONNEL TESTING & RECRUITMT					1.25	PRE-EMP CDL QUERY - T. ROSCHEN		
I 202310269903		2023 FALL FORUMS	APBNK 10/07/2023	D		9/15/2023		30.00	30.00CR	
		G/L ACCOUNT		CK: 001672				30.00		
	101 41520-01-437.00	CONFERENCES & SEMINARS					30.00	2023 FALL FORUMS		
I 202310269904		CAP. ASSET REGIST.-G. RAABO	APBNK 10/07/2023	D		9/11/2023		280.00	280.00CR	
		G/L ACCOUNT		CK: 001672				280.00		
	101 41520-01-437.00	CONFERENCES & SEMINARS					280.00	CAP. ASSET REGIST.-G. RAABOLLE		
I 202310269905		INTERNATIONAL POSTAGE-CANAD	APBNK 10/07/2023	D		9/15/2023		1.50	1.50CR	
		G/L ACCOUNT		CK: 001672				1.50		
	101 41810-01-322.00	POSTAGE COSTS					1.50	INTERNATIONAL POSTAGE-CANADA		
I 202310269906		8 PACKS (25/PK) TICKET HOLD	APBNK 10/07/2023	D		9/21/2023		159.92	159.92CR	
		G/L ACCOUNT		CK: 001672				159.92		
	101 41910-01-209.00	OTHER OFFICE SUPPLIES					159.92	8 PACKS (25/PK) TICKET HOLDERS		
I 202310269907		MPLS/ST PAUL BUSINESS JOURN	APBNK 10/07/2023	D		8/31/2023		100.00	100.00CR	
		G/L ACCOUNT		CK: 001672				100.00		
	201 46300-01-433.00	DUES & SUBSCRIPTIONS					100.00	MPLS/ST PAUL BUSINESS JOURNAL		
I 202310269908		BROWNFIELDS AND BEYOND CONF	APBNK 10/07/2023	D		9/15/2023		204.30	204.30CR	
		G/L ACCOUNT		CK: 001672				204.30		
	201 46300-01-437.00	CONFERENCES & SEMINARS					204.30	BROWNFIELDS AND BEYOND CONF		
I 202310269909		TRAINING FOR LARSON	APBNK 10/07/2023	D		9/12/2023		500.00	500.00CR	
		G/L ACCOUNT		CK: 001672				500.00		
	101 42110-01-437.00	CONFERENCES & SEMINARS					500.00	TRAINING FOR LARSON		
I 202310269910		Peer Support Training for 5	APBNK 10/07/2023	D		9/14/2023		450.00	450.00CR	
		G/L ACCOUNT		CK: 001672				450.00		
	101 42110-01-437.00	CONFERENCES & SEMINARS					450.00	Peer Support Training for 59		
I 202310269911		Parking at Capitol	APBNK 10/07/2023	D		8/30/2023		8.00	8.00CR	
		G/L ACCOUNT		CK: 001672				8.00		
	101 42110-01-331.00	TRAVEL EXPENSE					8.00	Parking at Capitol		
I 202310269912		Ear buds for remote work	APBNK 10/07/2023	D		9/07/2023		43.34	43.34CR	
		G/L ACCOUNT		CK: 001672				43.34		
	101 42110-01-242.00	MINOR EQUIPMENT					43.34	Ear buds for remote work		
I 202310269913		BCA CRIME SCENE SCHOOL - HA	APBNK 10/07/2023	D		9/15/2023		375.00	375.00CR	
		G/L ACCOUNT		CK: 001672				375.00		
	101 42110-01-437.00	CONFERENCES & SEMINARS					375.00	BCA CRIME SCENE SCHOOL - HAWK		

PACKET: 06826 10/31/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 202310269914		Gloves	APBNK	10/07/2023	D	9/20/2023		397.92	397.92CR	
		G/L ACCOUNT		CK: 001672				397.92		
	101 42110-01-242.00	MINOR EQUIPMENT					397.92	Gloves		
I 202310269915		Naloxone Nasal Spray	APBNK	10/07/2023	D	9/20/2023		681.74	681.74CR	
		G/L ACCOUNT		CK: 001672				681.74		
	101 42110-01-242.00	MINOR EQUIPMENT					681.74	Naloxone Nasal Spray		
I 202310269916		Graphic Decals	APBNK	10/07/2023	D	9/22/2023		113.00	113.00CR	
		G/L ACCOUNT		CK: 001672				113.00		
	208 49008-01-315.00	SPECIAL PROGRAMS					113.00	Graphic Decals		
I 202310269917		INSTRUCTOR MEMBER DUES	APBNK	10/07/2023	D	9/07/2023		1,800.00	1,800.00CR	
		G/L ACCOUNT		CK: 001672				1,800.00		
	101 42110-01-433.00	DUES & SUBSCRIPTIONS					1,800.00	INSTRUCTOR MEMBER DUES		
I 202310269918		QUALIFICATION TARGETS	APBNK	10/07/2023	D	9/19/2023		66.34	66.34CR	
		G/L ACCOUNT		CK: 001672				66.34		
	101 42110-01-242.00	MINOR EQUIPMENT					66.34	QUALIFICATION TARGETS		
I 202310269919		TASER BATTERY FOR 3563	APBNK	10/07/2023	D	9/21/2023		96.00	96.00CR	
		G/L ACCOUNT		CK: 001672				96.00		
	101 42110-01-221.00	EQUIPMENT PARTS					96.00	TASER BATTERY FOR 3563		
I 202310269920		SHOES FOR COPS FOR KICKS	APBNK	10/07/2023	D	9/06/2023		395.91	395.91CR	
		G/L ACCOUNT		CK: 001672				395.91		
	208 49008-01-315.00	SPECIAL PROGRAMS					395.91	SHOES FOR COPS FOR KICKS		
I 202310269921		NOTARY RENEWAL	APBNK	10/07/2023	D	9/12/2023		120.00	120.00CR	
		G/L ACCOUNT		CK: 001672				120.00		
	101 42110-01-203.00	PRINTED FORMS & PAPER					120.00	NOTARY RENEWAL		
I 202310269922		RECRUITING TRAINING FOR 356	APBNK	10/07/2023	D	8/29/2023		425.00	425.00CR	
		G/L ACCOUNT		CK: 001672				425.00		
	101 42110-01-437.00	CONFERENCES & SEMINARS					425.00	RECRUITING TRAINING FOR 3564		
I 202310269923		BCA TRAINING COURSE	APBNK	10/07/2023	D	8/31/2023		250.00	250.00CR	
		G/L ACCOUNT		CK: 001672				250.00		
	101 42110-01-437.00	CONFERENCES & SEMINARS					250.00	BCA TRAINING COURSE		
I 202310269924		Narcan Spray	APBNK	10/07/2023	D	9/07/2023		2,099.23	2,099.23CR	
		G/L ACCOUNT		CK: 001672				2,099.23		
	101 42110-01-242.00	MINOR EQUIPMENT					2,099.23	Narcan Spray		
I 202310269925		LABEL MAKER TAPE	APBNK	10/07/2023	D	9/11/2023		41.40	41.40CR	
		G/L ACCOUNT		CK: 001672				41.40		
	101 42210-01-202.00	DUPLICATING & COPYING COSTS					41.40	LABEL MAKER TAPE		

PACKET: 06826 10/31/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 202310269926		FENCING FOR CONNEMARA PARK	APBNK	10/07/2023	D	9/14/2023		74.26	74.26CR	
		G/L ACCOUNT		CK: 001672				74.26		
	101 45202-01-221.00	EQUIPMENT PARTS					74.26	FENCING FOR CONNEMARA PARK		
I 202310269927		REGISTRATION FALL EXPO	APBNK	10/07/2023	D	9/12/2023		60.00	60.00CR	
		G/L ACCOUNT		CK: 001672				60.00		
	101 43121-01-437.00	CONFERENCES & SEMINARS					60.00	REGISTRATION FALL EXPO		
I 202310269928		REGISTRATION FALL EXPO	APBNK	10/07/2023	D	9/12/2023		30.00	30.00CR	
		G/L ACCOUNT		CK: 001672				30.00		
	101 43121-01-437.00	CONFERENCES & SEMINARS					30.00	REGISTRATION FALL EXPO		
I 202310269929		PARTS FOR WEED WHIPS	APBNK	10/07/2023	D	9/24/2023		77.49	77.49CR	
		G/L ACCOUNT		CK: 001672				77.49		
	101 43100-01-221.00	EQUIPMENT PARTS					77.49	PARTS FOR WEED WHIPS		
I 202310269930		FLEET WORKSHOP REGISTRATION	APBNK	10/07/2023	D	9/05/2023		262.36	262.36CR	
		G/L ACCOUNT		CK: 001672				262.36		
	101 43100-01-437.00	CONFERENCES & SEMINARS					262.36	FLEET WORKSHOP REGISTRATION		
I 202310269931		Lock repair kit	APBNK	10/07/2023	D	9/12/2023		28.00	28.00CR	
		G/L ACCOUNT		CK: 001672				28.00		
	101 41940-01-223.00	BUILDING REPAIR SUPPLIES					28.00	Lock repair kit		
I 202310269932		Lock repair tool	APBNK	10/07/2023	D	9/12/2023		65.24	65.24CR	
		G/L ACCOUNT		CK: 001672				65.24		
	101 41940-01-223.00	BUILDING REPAIR SUPPLIES					65.24	Lock repair tool		
I 202310269933		phone case	APBNK	10/07/2023	D	9/13/2023		10.46	10.46CR	
		G/L ACCOUNT		CK: 001672				10.46		
	101 41940-01-208.00	MISCELLANEOUS SUPPLIES					10.46	phone case		
I 202310269934		Lights city hall lobby	APBNK	10/07/2023	D	9/14/2023		347.90	347.90CR	
		G/L ACCOUNT		CK: 001672				347.90		
	101 41940-01-223.00	BUILDING REPAIR SUPPLIES					347.90	Lights city hall lobby		
I 202310269935		Charging cube/ Wireless doo	APBNK	10/07/2023	D	9/19/2023		29.58	29.58CR	
		G/L ACCOUNT		CK: 001672				29.58		
	101 41940-01-223.00	BUILDING REPAIR SUPPLIES					29.58	Charging cube/ Wireless door		
I 202310269936		EGGER LODGING 2023 APWA-PWX	APBNK	10/07/2023	D	8/27/2023		910.32	910.32CR	
		G/L ACCOUNT		CK: 001672				910.32		
	101 43121-01-437.00	CONFERENCES & SEMINARS					910.32	EGGER LODGING 2023 APWA-PWX		
I 202310269937		APWA-MN FALL CONFERENCE	APBNK	10/07/2023	D	9/22/2023		366.90	366.90CR	
		G/L ACCOUNT		CK: 001672				366.90		
	101 43121-01-437.00	CONFERENCES & SEMINARS					366.90	APWA-MN FALL CONFERENCE		

PACKET: 06826 10/31/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 202310269938		PANCAKE SCREWS FOR DASHER A	APBNK	10/07/2023	D	8/29/2023		56.52	56.52CR	
		G/L ACCOUNT		CK: 001672				56.52		
	650 45130-01-221.00	EQUIPMENT PARTS					56.52	PANCAKE SCREWS FOR DASHER ADS		
I 202310269939		VACUUM BAGS STEEPLE CENTER	APBNK	10/07/2023	D	8/30/2023		22.99	22.99CR	
		G/L ACCOUNT		CK: 001672				22.99		
	101 45100-30-211.00	CLEANING SUPPLIES					22.99	VACUUM BAGS STEEPLE CENTER		
I 202310269940		INFARED THERMOMETER FOR ICE	APBNK	10/07/2023	D	9/11/2023		32.99	32.99CR	
		G/L ACCOUNT		CK: 001672				32.99		
	650 45130-01-221.00	EQUIPMENT PARTS					32.99	INFARED THERMOMETER FOR ICE MA		
I 202310269941		DOOR STOP HOLDERS	APBNK	10/07/2023	D	9/12/2023		21.59	21.59CR	
		G/L ACCOUNT		CK: 001672				21.59		
	101 45100-01-221.00	EQUIPMENT PARTS					21.59	DOOR STOP HOLDERS		
I 202310269942		STAFF BREAKROOM PIZZA OVEN	APBNK	10/07/2023	D	9/13/2023		69.99	69.99CR	
		G/L ACCOUNT		CK: 001672				69.99		
	101 45100-01-221.00	EQUIPMENT PARTS					69.99	STAFF BREAKROOM PIZZA OVEN		
I 202310269943		BH TOOL KIT	APBNK	10/07/2023	D	9/17/2023		44.24	44.24CR	
		G/L ACCOUNT		CK: 001672				44.24		
	101 45100-01-221.00	EQUIPMENT PARTS					44.24	BH TOOL KIT		
I 202310269944		ARENA TOILET DIAPHRAGM	APBNK	10/07/2023	D	9/17/2023		18.00	18.00CR	
		G/L ACCOUNT		CK: 001672				18.00		
	650 45130-01-221.00	EQUIPMENT PARTS					18.00	ARENA TOILET DIAPHRAGM		
I 202310269945		MOVIE RENTAL - SENIOR PROGR	APBNK	10/07/2023	D	8/28/2023		5.99	5.99CR	
		G/L ACCOUNT		CK: 001672				5.99		
	101 45100-87-219.00	OTHER OPERATING SUPPLIES					5.99	MOVIE RENTAL - SENIOR PROGRAM		
I 202310269946		NEW AUDIO CABLE FOR SC	APBNK	10/07/2023	D	8/30/2023		13.99	13.99CR	
		G/L ACCOUNT		CK: 001672				13.99		
	101 45100-30-219.00	OTHER OPERATING SUPPLIES					13.99	NEW AUDIO CABLE FOR SC		
I 202310269947		SENIOR ART WORKSHOP	APBNK	10/07/2023	D	9/05/2023		72.00	72.00CR	
		G/L ACCOUNT		CK: 001672				72.00		
	101 45100-93-219.00	OTHER OPERATING SUPPLIES					72.00	SENIOR ART WORKSHOP		
I 202310269948		SENIOR CRAFT SUPPLIES	APBNK	10/07/2023	D	9/07/2023		26.25	26.25CR	
		G/L ACCOUNT		CK: 001672				26.25		
	101 45100-87-219.00	OTHER OPERATING SUPPLIES					26.25	SENIOR CRAFT SUPPLIES		
I 202310269949		MONTHLY SENIOR LUNCHEON	APBNK	10/07/2023	D	9/06/2023		1,212.15	1,212.15CR	
		G/L ACCOUNT		CK: 001672				1,212.15		
	101 45100-87-219.00	OTHER OPERATING SUPPLIES					1,212.15	MONTHLY SENIOR LUNCHEON		

PACKET: 06826 10/31/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
I 202310269950		SENIOR CRAFT SUPPLIES	APBNK	10/07/2023	D	9/07/2023		8.99	8.99CR	
		G/L ACCOUNT		CK: 001672				8.99		
	101 45100-87-219.00	OTHER OPERATING SUPPLIES					8.99	SENIOR CRAFT SUPPLIES		
I 202310269951		DRAWER DIVIDERS FOR AV EQUI	APBNK	10/07/2023	D	9/20/2023		6.43	6.43CR	
		G/L ACCOUNT		CK: 001672				6.43		
	101 45100-30-219.00	OTHER OPERATING SUPPLIES					6.43	DRAWER DIVIDERS FOR AV EQUIP		
I 202310269952		Food Truck Fest Signs	APBNK	10/07/2023	D	8/29/2023		1,148.09	1,148.09CR	
		G/L ACCOUNT		CK: 001672				1,148.09		
	101 45100-01-315.00	SPECIAL PROGRAMS					1,148.09	Food Truck Fest Signs		
I 202310269953		Grandparent and Me supplies	APBNK	10/07/2023	D	9/06/2023		99.25	99.25CR	
		G/L ACCOUNT		CK: 001672				99.25		
	101 45100-01-219.00	OTHER OPERATING SUPPLIES					99.25	Grandparent and Me supplies		
I 202310269954		G'PARENT & BFAST W/SANTA IT	APBNK	10/07/2023	D	9/14/2023		712.51	712.51CR	
		G/L ACCOUNT		CK: 001672				712.51		
	101 45100-01-219.00	OTHER OPERATING SUPPLIES					712.51	G'PARENT & BFAST W/SANTA ITEMS		
I 202310269955		PORTABLE FOLDING SIGN STAND	APBNK	10/07/2023	D	9/08/2023		222.99	222.99CR	
		G/L ACCOUNT		CK: 001672				222.99		
	101 41940-01-384.00	REFUSE DISPOSAL					222.99	PORTABLE FOLDING SIGN STANDS		
I 202310269956		GRABBERS	APBNK	10/07/2023	D	9/10/2023		125.94	125.94CR	
		G/L ACCOUNT		CK: 001672				125.94		
	101 41940-01-384.00	REFUSE DISPOSAL					125.94	GRABBERS		
I 202310269957		NIFTY NABBER GRABBERS	APBNK	10/07/2023	D	9/11/2023		75.98	75.98CR	
		G/L ACCOUNT		CK: 001672				75.98		
	101 41940-01-384.00	REFUSE DISPOSAL					75.98	NIFTY NABBER GRABBERS		
I 202310269958		MONTHLY FEE	APBNK	10/07/2023	D	8/28/2023		45.00	45.00CR	
		G/L ACCOUNT		CK: 001672				45.00		
	101 45100-01-433.00	DUES & SUBSCRIPTIONS					45.00	MONTHLY FEE		
		DRAFTS				1		15,373.38	15,373.38CR	0.00
								15,373.38	0.00	

01-000847 VALLEY-RICH CO INC

I 32613		MANHOLE RELOCATE	APBNK	10/31/2023	R	9/08/2023		6,300.00	6,300.00CR	
		G/L ACCOUNT		CK: 153818				6,300.00		
	601 49400-01-403.00	CONTRACTED R & M-OTHER IMPROV					6,300.00	MANHOLE RELOCATE		
I 32627		GATE VALVE REPAIR	APBNK	10/31/2023	R	9/07/2023		6,037.96	6,037.96CR	
		G/L ACCOUNT		CK: 153818				6,037.96		
	601 49400-01-403.00	CONTRACTED R & M-OTHER IMPROV					6,037.96	GATE VALVE REPAIR		

PACKET: 06826 10/31/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
				REG. CHECK		1	12,337.96 12,337.96	12,337.96CR 0.00	0.00
01-006068 ALICIA VANOVERBEKE									
I	2023-0410	PERMIT 5309-DAMAGE DEPOSIT	APBNK 10/31/2023	R		10/17/2023	150.00	150.00CR	
		G/L ACCOUNT		CK: 153819			150.00		
	101 22005	REFUNDS PAYABLE - P&R				150.00	PERMIT 5309-DAMAGE DEPOSIT		
				REG. CHECK		1	150.00 150.00	150.00CR 0.00	0.00
01-006074 VARSITY SCOREBOARDS									
I	266145	SCOREBOARDS FOR UMORE	APBNK 10/31/2023	R		10/17/2023	12,825.00	12,825.00CR	
		G/L ACCOUNT		CK: 153820			12,825.00		
	206 49006-01-409.00	OTHER CONTRACTED REPAIR & MAIN				12,825.00	SCOREBOARDS FOR UMORE		
				REG. CHECK		1	12,825.00 12,825.00	12,825.00CR 0.00	0.00
01-220480 VERIZON WIRELESS									
I	9946525765	PD CELLULAR SERVICE 10/10/2	APBNK 10/31/2023	R		10/10/2023	1,364.36	1,364.36CR	
		G/L ACCOUNT		CK: 153821			1,364.36		
	101 42110-01-321.00	TELEPHONE COSTS				1,364.36	PD CELLULAR SERVICE 10/10/2023		
				REG. CHECK		1	1,364.36 1,364.36	1,364.36CR 0.00	0.00
01-002733 WATER CONSERVATION SERVICE									
I	13546	LEAK DETECTION	APBNK 10/31/2023	R		10/19/2023	349.65	349.65CR	
		G/L ACCOUNT		CK: 153822			349.65		
	601 49400-01-319.00	OTHER PROFESSIONAL SERVICES				349.65	LEAK DETECTION		
				REG. CHECK		1	349.65 349.65	349.65CR 0.00	0.00

PACKET: 06826 10/31/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-006066 BRIDGET WEBER									
I	2023-0407	PERMIT 4677-DAMAGE DEPOSIT	APBNK	10/31/2023	R	10/23/2023	300.00	300.00CR	
		G/L ACCOUNT		CK: 153823			300.00		
	101 22005	REFUNDS PAYABLE - P&R				300.00	PERMIT 4677-DAMAGE DEPOSIT		
				REG. CHECK		1	300.00	300.00CR	0.00
							300.00	0.00	

01-005808 WEX HEALTH INC									
I	0001825325-IN	SEPTEMBER ADMIN FEES	APBNK	10/25/2023	D	9/30/2023	276.25	276.25CR	
		G/L ACCOUNT		CK: 001673			276.25		
	101 41320-31-319.00	OTHER PROFESSIONAL SERVICES				276.25	SEPTEMBER ADMIN FEES		
				DRAFTS		1	276.25	276.25CR	0.00
							276.25	0.00	

01-006050 WHEELCO TRUCK & TRAILER									
C	CM60274	CORE RETURN CREDIT	APBNK	10/31/2023	R	9/15/2023	85.70CR	85.70	
		G/L ACCOUNT		CK: 153824			85.70CR		
	101 43100-01-221.00	EQUIPMENT PARTS				85.70CR	CORE RETURN CREDIT		
I	INV415522	REAR DRIVE AXEL	APBNK	10/31/2023	R	9/29/2023	487.49	487.49CR	
		G/L ACCOUNT		CK: 153824			487.49		
	101 43100-01-221.00	EQUIPMENT PARTS				487.49	REAR DRIVE AXEL		
				REG. CHECK		1	401.79	401.79CR	0.00
							401.79	0.00	

01-005231 WHITEWOOD GRAPHICS									
I	2740R	REST ROOM SIGNS - SPLASHPAD	APBNK	10/31/2023	R	10/11/2023	60.00	60.00CR	
		G/L ACCOUNT		CK: 153825			60.00		
	101 45100-01-221.00	EQUIPMENT PARTS				60.00	REST ROOM SIGNS - SPLASHPAD		
				REG. CHECK		1	60.00	60.00CR	0.00
							60.00	0.00	

PACKET: 06826 10/31/2023 AP CHECK RUN

VENDOR SET: 01

VENDOR SEQUENCE

VENDOR	ITEM NO#	DESCRIPTION	BANK	CHECK	STAT	DUE DT	DISC DT	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING

01-004606 WILLIAMS SCOTSMAN INC										
I	9019230245	PW PARKS TRAILER RENTAL	APBNK	10/31/2023	R	10/25/2023		780.28	780.28CR	
		G/L ACCOUNT		CK: 153826				780.28		
	101 45202-01-416.00	MACHINERY RENTAL					780.28	PW PARKS TRAILER RENTAL		
				REG. CHECK		1		780.28	780.28CR	0.00
								780.28	0.00	

01-231910 WSB AND ASSOCIATES INC										
I	21112-000-5	2023 WCA SERVICES	APBNK	10/31/2023	R	9/30/2023		917.00	917.00CR	
		G/L ACCOUNT		CK: 153827				917.00		
	205 49005-01-537.00	IMPROVEMENTS OTHER THAN BLDGS					917.00	2023 WCA SERVICES		
				REG. CHECK		1		917.00	917.00CR	0.00
								917.00	0.00	

01-003480 YALE MECHANICAL LLC										
I	247282	MID SEASON MAINT-CH/PW	APBNK	10/31/2023	R	10/19/2023		578.48	578.48CR	
		G/L ACCOUNT		CK: 153828				578.48		
	101 41940-01-319.00	OTHER PROFESSIONAL SERVICES					578.48	MID SEASON MAINT-CH/PW		
I	247309	MID SEASON MAINT-FS #1	APBNK	10/31/2023	R	10/19/2023		435.56	435.56CR	
		G/L ACCOUNT		CK: 153828				435.56		
	101 41940-01-319.00	OTHER PROFESSIONAL SERVICES					435.56	MID SEASON MAINT-FS #1		
I	250556	REPAIR TUBE HEATER	APBNK	10/31/2023	R	10/23/2023		1,694.67	1,694.67CR	
		G/L ACCOUNT		CK: 153828				1,694.67		
	101 41940-01-401.00	CONTRACTED BUILDING REPAIRS					1,694.67	REPAIR TUBE HEATER		
I	250579	REPAIR TUBE HEATERS-FS #1	APBNK	10/31/2023	R	10/19/2023		1,987.25	1,987.25CR	
		G/L ACCOUNT		CK: 153828				1,987.25		
	101 41940-01-401.00	CONTRACTED BUILDING REPAIRS					1,987.25	REPAIR TUBE HEATERS-FS #1		
				REG. CHECK		1		4,695.96	4,695.96CR	0.00
								4,695.96	0.00	

PACKET: 06826 10/31/2023 AP CHECK RUN

VENDOR SET: 01

===== R E P O R T T O T A L S =====

F U N D D I S T R I B U T I O N

FUND NO#	FUND NAME	AMOUNT
101	GENERAL FUND	340,360.98CR
201	PORT AUTHORITY FUND	3,871.80CR
202	BUILDING CIP FUND	8,958.99CR
205	PARK IMPROVEMENT FUND	15,353.85CR
206	INSURANCE FUND	21,118.30CR
207	EQUIPMENT CIP FUND	27,954.46CR
208	DUI FORFEITURE FUND	1,308.85CR
220	PEG FEES/CAPITAL	1,073.44CR
301	DS PA GO 2023B LIFE TIME	33,862.68CR
303	DS PA GO 2023B CITY	29,196.32CR
332	DS GO IMP BONDS-2018A	3,750.00CR
382	DS GO IMP BONDS-2023A	93,416.00CR
421	PD & PW BUILDINGS PROJECT	2,559,127.63CR
443	BISCAYNE BUSINESS PARK	81,089.40CR
460	ARDAN PLACE	4,186.00CR
474	PROJECT BIGFOOT	1,536.76CR
493	ASPEN AVE EXTENSION	8,585.28CR
601	WATER UTILITY FUND	75,811.30CR
602	SEWER UTILITY FUND	1,336.75CR
603	STORM WATER UTILITY FUND	3,965.01CR
604	CAPITAL INVESTMENT FUND	318.31CR
608	STREET LIGHT UTILITY FUND	632.31CR
650	ARENA FUND	5,014.69CR
** TOTALS **		3,321,829.11CR

PACKET: 06826 10/31/2023 AP CHECK RUN

VENDOR SET: 01

===== R E P O R T T O T A L S =====

----- TYPE OF CHECK TOTALS -----

	NUMBER	GROSS BALANCE	PAYMENT DISCOUNT	OUTSTANDING
HAND CHECKS		0.00	0.00	0.00
		0.00	0.00	
DRAFTS	9	43,712.07	43,712.07CR	0.00
		43,712.07	0.00	
REG-CHECKS	146	3,278,117.04	3,278,117.04CR	0.00
		3,278,117.04	0.00	
EFT		0.00	0.00	0.00
		0.00	0.00	
NON-CHECKS		0.00	0.00	0.00
		0.00	0.00	
ALL CHECKS	155	3,321,829.11	3,321,829.11CR	0.00
		3,321,829.11	0.00	

ERRORS:

0

WARNINGS:

0



10/31/2023

**ROSEMOUNT CITY COUNCIL
REGULAR MEETING PROCEEDINGS
OCTOBER 17, 2023**

CALL TO ORDER/PLEDGE OF ALLEGIANCE

Pursuant to due call and notice thereof, a regular meeting of the Rosemount City Council was held on Tuesday, October 17, 2023, at 7:00 PM. in Rosemount Council Chambers, 2875 145th Street West.

Mayor Weisensel called the meeting to order with Councilmembers Freske, Essler, Theisen and Klimpel.

APPROVAL OF AGENDA

City Administrator Martin noted item 6.g. would be pulled from the agenda until further information regarding the amendment is available.

Motion by Weisensel

Motion to approve the agenda with 6.g. pulled until further discussions with the consulting engineer take place

Ayes: 5.

Nays: None. Motion .

PRESENTATIONS, PROCLAMATIONS AND ACKNOWLEDGMENTS

None

RESPONSE TO PUBLIC COMMENT

City Administrator Martin noted the "response to public comment" will be before "public comment" going forward. The change will allow responses to be heard first and the public the ability to provide public comment at the same meeting.

City Administrator Martin stated at this time there is currently no project application for the City Council to take action on at this time. Mr. Martin stated the project that has been of concern most recently during public comment is Project Bigfoot, a property which has been viewed by developers for many years. However, recently the university made the decision to sell the land and that is why developers and potential projects are coming forward now. Mayor Weisensel commented a project of this nature has been in the City's strategic plan for a long time; the City Council is pro-growth and pro-business. In the upcoming newsletter, which will be distributed to every homeowner, it will include a deep dive into community development. Handouts of this newsletter are also available in the Council Chamber this evening for the public to take.

Community Development Director Kienberger stated the land on the east side of Rosemount aligns with our City's comprehensive plan and has been in place for many decades. Mr.

Kienberger noted, when an application comes in for development, the focus is not on who is applying, rather the focus on what type of development is applying. The comprehensive plan keeps the City on track and ultimately will lead to investment in Rosemount.

Councilmember Essler spoke about the comments received at the past couple of council meetings. Councilmember Essler noted the City Council represents all of Rosemount and not just the individuals in the room providing public comment. This council wants engagement with the community and noted engagement means listening to different perspectives and that is why "public comment" is offered at City Council meetings. Councilmember Essler stated the council hears the concerns and the residents must trust that the City Council will represent all residents. Councilmember Essler commented that growth is inevitable, but the Council continues to work to keep the hometown feel.

Councilmember Theisen commented he hears loud and clear from residents regarding Project Bigfoot and stated the importance of engagement. Councilmember Theisen stated that staff does make sure the City is developing in smart and intentional ways. Councilmember Theisen stated the City will highlight when we know more, as the City wants to make sure we are transparent.

Councilmember Freske agrees with the other councilmembers' statements and added that Rosemount has a lot of available land for sale and Rosemount is close to the airport and highways. The council is consistently pushing on how to continue moving forward and being very deliberate as the council is trying to do what is best for the entire community.

PUBLIC COMMENT

Mayor Weisensel noted based on the past meetings public comments, to be mindful that there is currently no project in place and each individual who chooses to speak is limited to 3 minutes.

Kathy Pritchard
15703 Crystal Path
Rosemount, MN

Ms. Pritchard noted she has spoken before at public comment and stated council and staff have been very responsive with all of her questions. Ms. Pritchard expressed concern over the Council still taking action on the Title 10 ordinance changes at the last City Council meeting when a member of the public spoke at public comment requesting the council to not take action until the items can be further reviewed by the public. She believes this prevented the public from being engaged and informed.

Mayor Weisensel noted the two title changes were reflected in the packet and one title change was regarding patio liquor regulations and the other title change regarding water resources was to come into compliance with the state guidelines.

Linda Nara
15039 Derby Circle
Rosemount, MN

Ms. Nara had concerns regarding the response to the public comment, "No project in place", as there was a recent article in the Star Tribune. Ms. Nara stated, based on her professional experience, once a project hits the paper, work is done on the site. Ms. Nara expressed concern over Xcel Energy on the proposed project site recently.

Community Development Director Kienberger stated the public utility commission took action to give power to the site. Mr. Kienberger also noted there is always routine work taking place within UMore property as part of their regular maintenance schedule.

Councilmember Essler added the property is owned by the University of Minnesota and they are doing their due diligence if they want to bring this project forward to the City Council.

William Kiefer
3245 145th St W
Rosemount, MN

Mr. Kiefer questioned that if there is not a project submitted, what are we talking about?

Mayor Weisensel explained there is concern over a potential project, Project Bigfoot, but the applicant has not yet come forward with an application.

Lance Klimek
12900 Amien Cir
Rosemount, MN

Mr. Klimek recently moved to Rosemount and recapped how many years ago it would take 30 minutes to get to the nearest Target and now a resident can be to Target in 10 minutes, without too much hardship. Mr. Klimek noted Rosemount is positioned to see more changes in the coming years and residents put a tremendous amount of trust in City Council. Mr. Klimek is pleased to see Rosemount grow and welcome new opportunities.

Mr. Klimek questioned if the city has projections for the UMore Park portion of its tax capacity similar to what the City illustrates for Flint Hills?

Community Development Director Kienberger said a city's tax base is more resilient when diversified.

CONSENT AGENDA

Motion by Council Member Theisen **Second by** Council Member Freske

Motion to approve the consent agenda with 6.g. removed and items 6.f., 6.i. and 6.l. pulled for further discussion

Ayes: 5.

Nays: None. Motion Carried.

- a. Bill Listings
- b. Minutes of the October 3, 2023 Regular Meeting Minutes
- c. Minutes of the October 3, 2023 Work Session Proceedings
- d. Donation Acceptance from American Legion Post No. 65 - Police Department
- e. Donation Acceptance from American Legion Post No. 65 - Fire Department
- f. Hiring New Firefighters

Councilmember Theisen pulled this item to further recognize the new firefighters.

Motion by Council Member Theisen **Second by** Council Member Klimpel

Motion to Staff recommends the City Council authorize the hiring of additional fire fighters as presented.

Ayes: 5.

Nays: None. Motion Carried.

- g. Engineering Services Contract Amendment for 2023 Neighborhood Improvement

City Administrator Martin pulled this item for the agenda until further information can be provided regarding the proposed amendments.

- h. Land Exchange Agreements
- i. Appointment of Additional Election Judges for November 7, 2023 Election

Councilmember Klimpel pulled this item to abstain from voting as she is a candidate on the November 7, 2023 ballot.

Motion by Council Member Freske **Second by** Council Member Theisen

Motion to Motion to Approve the Attached Resolution Appointing Additional Election Judges for the November 7, 2023 Election

Ayes: 4.

Nays: None. Motion Carried.

- j. Bella Vista Greenway Trail Project - Change Order
- k. Declaration of Surplus Property – Parks and Rec
- l. Life Time Facility - Change Order #

Councilmember Essler pulled this item for further discussion. Councilmember Essler questioned the need for the changes. City Administrator Martin noted the concrete additions were not known at the time of bidding, but explained the project is progressing well and the project is still on track to stay within budget.

Councilmember Essler requested staff to pass along to the contractors that these updates should have been completed as part of their due diligence when bidding as this change order is not easily accepted.

Mayor Weisensel suggested deferring this item until further information can be provided regarding the reasoning for the change.

Motion by Council Member Essler **Second by** Council Member Klimpel

Motion to defer Change Order until further back up is provided

Ayes: 5.

Nays: None. Motion Carried.

- m. Joint Powers Agreement with Dakota County - Absentee Voting Administration Services in 2024 and 2025
- n. Approval of the Amber Fields 13th Addition Preliminary Plat and a Minor Amendment to the Planned Unit Development Agreement

PUBLIC HEARINGS

a. Schafer Richardson Conduit Financing Authorization Request Amendment

Community Development Director Kienberger explained Schafer Richardson is pursuing development of a workforce housing multifamily project within the Prestwick Place development at the northeast corner of Akron Avenue and Connemara Trail. As part of their development plan, they are assembling an array of financing and are requesting the city grant them authorization to secure conduit financing with the City of Columbus, Minnesota. The City Council took action to approve this item after holding a public hearing on July 24, 2023.

The Borrower has determined that it needs to increase the principal amount of the Obligations to be issued on a tax-exempt basis by an additional \$6,000,000. Due to this increase, the City Council is required to conduct another public hearing to satisfy the requirements of state and federal tax law. The letter of explanation provided by Kennedy & Graven is included in the council memo.

Mayor Weisensel opened the public hearing at 7:47 p.m.

Motion by Mayor Weisensel Second by Council Member Essler

Motion to close the public hearing

Ayes: 5.

Nays: None. Motion Carried.

Motion by Council Member Theisen Second by Council Member Freske

Motion to approve the attached resolution providing host approval for the issuance of revenue obligation bonds by the City of Columbus for the benefit of Adalyn Avenue, LLLP.

Ayes: 5.

Nays: None. Motion Carried.

b. Request by SKB Environmental for an extension of its current Interim Use Permit

Senior Planner, Nemcek, presented the request from SKB Environmental who applied for a new interim use permit (IUP) that includes an expansion of the current operation where the City Council approved SKB's current Interim Use Permit in 2018 with a term of 5 years. SKB applied for and received approval for a new IUP that includes an expansion of the current operation. That approval was conditioned on receiving the necessary permits from the Minnesota Pollution Control Agency (MPCA). There has been a delay in review process at the MPCA which is resulting in the need for an extension.

Staff has reviewed the correspondence between the MPCA and SKB and finds an extension of the current IUP approved in 2018 to be justified.

Councilmember Klimpel noted this delay is outside of staff's workings.

Mayor Weisensel questioned whether SKB has been fully compliant under their current IUP and staff confirmed SKB has been in compliance.

Mayor Weisensel opened the public hearing at 7:53 p.m.

Ryan Ogara
251 Starkey Street
St. Paul, MN

Mr. Ogara, SKB representative, thanked staff for moving so quickly to grant an extension as this is needed for SKB to stay in operation.

Motion by Weisensel Second by Klimpel

Motion to close the public hearing at 7:55 p.m.

Ayes: 5.

Nays: None. Motion carried.

Motion by Council Member Klimpel Second by Council Member Essler

Motion to **Motion** to adopt a resolution approving an extension of the 2018 Interim Use Permit for SKB Environmental.

Ayes: 5.

Nays: None. Motion Carried.

UNFINISHED BUSINESS

None

NEW BUSINESS

a. PD PW Campus Update and Change Order Package #1

City Administrator Martin provided an update on the latest status of the campus project as the project continues to progress quickly. In order to keep the City Council and community updated on the project, staff will provide a monthly report to the City Council, i.e. change orders, status updates, etc. as the current policy allows the City Administrator to execute change orders up to \$50,000. Mr. Martin confirmed the auditors are comfortable with the process of this operation.

Mr. Martin discussed the 3 change orders before Council this evening; Structural Steel Clarifications - this change was always anticipated as the full structural design wasn't known prior to Bid Package #1. Verkada Camera / Door System Change - will provide significant functionality and security improvements to the previously selected camera and door access system. This system will better align with the overall system utilized at city facilities. Tekton High Density Storage as it provides a critical storage system in the Police Evidence Area. This item was previously removed from the design to reduce the project's budget. However, it is strongly desired and positive bids in other areas allow for this re-addition to the project.

Councilmember Theisen asked if this project is still on track to stay within the budget and staff confirmed the project is still within budget.

Councilmember Essler has concerns about why some of the changes are already fully approved in the change order summary statement. Staff said this was likely due to the lead time and in order for the

project timeline to stay on track, the items had to be ordered.

Councilmember Klimpel noted the deviation from policy and that there are controls in place for tax payers and if there is a policy in place to follow it.

Chief of Police Dahlstrom suggested deferring several of these questions to the Construction Manager (CM) in the future and the CMs being present at these meetings to provide further clarification.

Mayor Weisensel stated he understands the urgency of placing orders on these items. However, the City Council is always available for a special meeting to act on change orders quicker.

Chief Dahlstrom discussed the significant amount of staff-time taken to review the proposed cameras and made the change to provide more significant functionality which will align with the overall system utility at City facilities and Chief Dahlstrom stated there should be action to approve these cameras now versus delaying the change.

Staff confirmed the original bids came back favorable and that is another reason for several of these change orders.

Motion by Council Member Theisen **Second by** Council Member Freske

Motion to authorize Change Order Package #1 for the Police and Public Works Campus project through October 2023 after hearing all the information from both directors and Administrator Logan Martin

Ayes: 5.

Nays: None. Motion Carried.

Mayor Weisensel noted this does not change our current policy of City Administrator to execute change orders up to \$50,000, but with the understanding that if there is a time-sensitive decision to be made, at least the Council is made aware of the proposed change. City Administrator Martin noted, based on tonight's conversations, he does not foresee using this authority in the future.

Moreover, staff will call a time out on the project until the change order is approved.

ANNOUNCEMENTS

a. City Staff Updates

None.

b. Upcoming Community Calendar

Councilmember Freske noted the upcoming Halloween Trail on October 28th at Central Park.

Councilmember Klimpel highlighted the "Spooktacular Trail Map" on display around Rosemount.

Mayor Weisensel reviewed the calendar of events and upcoming meetings.

ADJOURNMENT

There being no further business to come before the City Council at the regular council meeting and upon a motion by Weisensel the meeting was adjourned at 8:42 p.m.

Respectfully submitted,

Erin Fasbender
City Clerk

**ROSEMOUNT CITY COUNCIL
WORK SESSION PROCEEDINGS
OCTOBER 17, 2023**

CALL TO ORDER

Pursuant to due call and notice thereof, a special meeting of the Rosemount City Council was held on Tuesday, October 17, 2023, at 4:00 PM. in Rosemount Conference Room, 2875 145th Street West.

Mayor Weisensel called the meeting to order with Councilmembers Freske, Essler, Theisen and Klimpel.

Staff present included the following; Chief Schroeder, Assistant Fire Chief Behrendt, City Administrator Martin, Finance Director Malecha, Chief of Police Dahlstrom, Community Development Director Kienberger.

DISCUSSION

a. Discuss Fire Department Future Needs

Chief Schroeder presented the historical view of the Fire Department, the current call breakouts, MHealth Calls for service, the current trends of Fire Departments and comparisons of other comparable cities.

The current trends of our Fire Department include the City is continuing to grow, majority of the Fire Department works outside of the City of Rosemount, day response historically has been challenging due to lack of staffing, departments around us are moving towards full-time staffing models, a combination of duty crews/full-time staffing is also a trend and the department will require full-time staff to manage duty crews/full-time firefighters.

House Representative, John Huot, was present and discussed legislative discussions taking place specifically regarding remodeling the emergency medical services system and possible grants available.

City Administrator Martin proposes to lead by hiring a Fire Chief first to manage the style of a Duty Crew, manage scheduling of Duty Crew, management of policy and procedure, tracking of calls, training and call back percentages, the presence of a Fire Chief at department head meetings and would fill a big void in daytime officer presence.

City Council also will need to consider adding a Fire Marshal position; this position would conduct fire investigation into cause of fires. Previously, this role was filled by Rick Chase who has since retired. Since the position has been vacant, Apple Valley has been investigating Rosemount's fire for a fee. Staff recommends starting with completing the following items; engage with a 3rd party to perform a staffing study; hire FT Fire Chief and adding a FT Assistant Chief in the near future.

Councilmember Freske suggested reviewing the timing of having a duty crew in place to align with the additional development on the east side.

City Administrator Martin asked if the City Council is comfortable with staff getting a quote to conduct a staffing study; Council is comfortable with this action and the fact that the study could take approximately 4-6 months to complete. The budget impact will be discussed during the 2025 budget discussions.

ADJOURNMENT

There being no further business to come before the City Council at the regular council meeting and upon a motion by Weisensel the meeting was adjourned at 5:45 p.m.

Respectfully submitted,

Erin Fasbender
City Clerk

City Council Regular Meeting: November 6, 2023

AGENDA ITEM: Approve Entry into Lease Agreement for Toro Groundmaster 4110-D Lawnmower	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Nick Egger, Public Works Director	AGENDA NO. 6.d.
ATTACHMENTS: Resolution, Lease Document & Forms	APPROVED BY: LJM
RECOMMENDED ACTION: Approve Resolution for Entry into Lease Agreement	

BACKGROUND

The City has been leasing lawnmowers through Toro for several years, with the most recent lease executed in 2021 for two Groundmaster 5910 model units. This year, the City is making a switch on one of those units to a Groundmaster 4110-D model. One of the action steps required for the commencement of the lease is an approved City Council resolution authorizing the entry into the lease.

Similar to other recent large lawnmowers leased through Toro, this unit will be leased for four years, with an annual lease amount of \$26,513.75.

RECOMMENDATION

After a review by the City Attorney's office, the language and terms are consistent with past lease agreements, and therefore staff recommends approval of the attached resolution to formalize the City's entry into the agreement.

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2023-__

**A RESOLUTION APPROVING A FOUR-YEAR LEASE FOR
TORO GROUNDSMASTER 4110-D MOWER**

WHEREAS, the City of Rosemount (the “Lessee”) is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of Minnesota; and,

WHEREAS, the Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and,

WHEREAS, Lease No. 008-0819895-101 dated November 1, 2023 (the “Lease”) between the City of Rosemount and The Huntington National Bank, 11100 Wayzata Boulevard, Suite 700, Minnetonka, Minnesota, 55305 has been prepared; and,

WHEREAS, the Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and,

WHEREAS, The Huntington National Bank, (the "Lessor") shall act as Lessor under said Lease; and,

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Rosemount, Minnesota, as follows:

1. The Lease, in substantially the form as presently before the governing body of the Lessee , is hereby approved, and the City Administrator, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.
2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.
3. The Lessee’s obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of Minnesota.

4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.
5. This resolution shall take effect immediately upon its adoption and approval.

ADOPTED this 6th day of November, 2023

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk



Amendment to Contract and Related Documents (The Huntington National Bank Merger)

The "Contract": Master Agreement Number 819895L Dated January 28, 2021		Date: November 1, 2023
"Lessee"		
City of Rosemount, 2875 145 Street West, Rosemount, MN 55068		
"Lessor"		
The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305		

All capitalized terms used but not defined in this Amendment shall have the meanings set forth or referred to in the Contract. Upon execution of this Amendment by Lessee and Lessor, the Contract, together with all documents and agreements related thereto, including, without limitation, all lease schedules (the "Contract Documents") are hereby amended as follows:

1. Lessor and Lessee hereby agree that the Contract Documents are amended to replace all references therein to TCF Equipment Finance, Inc., TCF Equipment Finance, a division of TCF National Bank, or TCF National Bank with The Huntington National Bank.
2. Except as specifically amended herein, all of the terms and conditions of the Contract Documents shall remain in full force and effect and are hereby ratified and affirmed. This Amendment shall not by implication or otherwise limit, constitute a waiver of, or otherwise affect the rights and obligations of the parties under the Contract Documents.

IN WITNESS WHEREOF, the parties, each by its duly authorized officer or agent, have duly executed and delivered this Amendment as of the date set forth above.

Lessor: The Huntington National Bank

Lessee: City of Rosemount

By: _____

By: _____

Title: _____

Jeffery Weisensel, Mayor



Turf Equipment Schedule (Fair Market Value Purchase Option)

The "Lease": **Equipment Schedule Number 008-0819895-101 Dated November 1, 2023 to Master Lease Number 819895L Dated January 28, 2021**

"Lessee": **City of Rosemount, 2875 145 Street West, Rosemount, MN 55068**

Contact: **Logan Martin**

Phone:

"Lessor": **The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305**

This Equipment Schedule (this "Schedule") is entered into pursuant to and incorporates the terms of the Master Lease (except as expressly modified by this Schedule) identified above between Lessor and Lessee (the "Master Lease" and, together with this Schedule, this "Lease"). All capitalized terms not otherwise defined in this Schedule have the meanings assigned in the Master Lease. Upon execution and delivery of this Schedule by Lessor and Lessee, and Lessee's acceptance of the Equipment described below, Lessor leases to Lessee and Lessee leases from Lessor the Equipment on the terms and conditions of this Lease.

SUMMARY OF TERM AND RENTAL PAYMENTS:

Commencement Date	Initial Term 48 Months	Rent Payment Period Annual	Each Rent Payment \$26,898.65 plus applicable taxes except financed sales tax included in the Final Cost	Advance Rent Payment(s) \$26,898.65 For Installments(s): First	Interim Rent Daily Factor N/A	Security Deposit N/A
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EQUIPMENT, PERSONAL PROPERTY, SERVICES AND/OR SOFTWARE (the "Equipment"):

MAXIMUM HOURS:

2875 145 Street West, Rosemount, MN 55068:

(1) Toro Groundsmaster 4110-D together with all attachments and accessories thereto

N/A

Each Rent Payment shall be payable in advance on the Commencement Date and on the same day of each subsequent Rent Payment Period for the Initial Term and any renewal term. An advance payment of \$26,513.75 (the "Standard Payment") is due at commencement thereafter an annual payment of \$26,513.75 is due April 2024, 2025, and 2026 until a total of 3 Standard Payments have been made. A payment of \$0.00 is due each November, December, January, February, March and April. The Total Number of Payments includes both the Standard Payment Months and the \$0 Payment Months. The first due date for a "Standard Payment" will be determined by Lessor based on the date it pays the Equipment supplier.

The following additional provisions apply to the Equipment and this Lease only:

1. So long as this Lease has not been canceled or terminated early and no Event of Default exists, upon expiration of the Initial Term ("Lease End"), Lessee may purchase all, but not less than all, of the Equipment for the fair market value of the Equipment, as mutually determined by Lessor and Lessee, plus all sales and use taxes arising on the sale of the Equipment. To exercise the foregoing purchase option, Lessee must give written notice thereof to Lessor at least 90 days and no more than 120 days prior to Lease End. If Lessee fails to give such notice, or if the parties cannot agree on the Fair Market Value of the Equipment by 60 days before Lease End, then the purchase option shall lapse. If the purchase option lapses, then at least 30 days before Lease End or the end of any renewal term, Lessee must give Lessor notice of its intent to return the Equipment and request return location instructions. If Lessee fails to give such notice, or gives notice but fails to return the Equipment in accordance with Section 5 of the Master Lease, this Lease will automatically renew, at the same rental and other terms set forth in this Lease, for additional successive non-cancelable 1-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
2. If Lessee gives timely notice of election to purchase the Equipment as provided in paragraph 1 and fails to timely pay the purchase price, then Lessor may, in its sole discretion, by written notice to Lessee (a) treat the Equipment as purchased and enforce payment of the purchase price, or (b) declare a failure to meet the purchase conditions whereupon Lessee's interest in the Lease and Equipment shall automatically be canceled and Lessee shall return the Equipment in accordance with Section 5 of the Master Lease.
3. Upon Lessee's exercise of the purchase option and Lessor's receipt of the purchase price plus applicable sales and use tax and any rent or other amount owing under this Lease, the Equipment will be deemed transferred to Lessee at its then location and, on Lessee's request at such time, Lessor will deliver to Lessee a bill of sale for the Equipment, "WHERE IS, AS IS" WITHOUT ANY WARRANTY AS TO TITLE OR WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED.
4. If Lessor suffers a Tax Loss because, for federal or state income tax purposes, for any reason, this Lease is not a true lease or Lessor otherwise is not entitled to depreciate the Equipment in the manner Lessor anticipated when entering into this Lease, then Lessee shall pay Lessor, as additional rent hereunder, a lump-sum amount which, after payment of all federal, state, and local income taxes on the receipt of such amount, and using the same assumptions as to tax benefits and other matters Lessor used in originally evaluating and pricing this Lease, will in Lessor's reasonable opinion maintain Lessor's net after-tax rate of return with respect to this Lease at the same level it would have been had such Tax Loss not occurred. Lessor will notify Lessee of any claim that may give rise to indemnity hereunder and will make a reasonable effort to contest any such claim at the administrative level of the applicable taxing authority. Lessor shall control all aspects of any settlement and contest, and Lessee agrees to pay the legal fees and other out-of-pocket expenses thereof even if Lessor's defense is successful. Notwithstanding the foregoing, Lessee will not be obligated to indemnify Lessor for any Tax Loss caused solely by (a) a casualty Loss to the Equipment if Lessee pays the amount required under Section 8 of the Master Lease, (b) Lessor's sale of the Equipment other than on account of an Event of Default, (c) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or to timely claim such tax benefits, and (d) tax law changes, including rates, effective after the Lease begins. Lessee's indemnity obligations hereunder shall survive cancellation and termination of this Lease. For purposes of this paragraph, the term "Tax Loss", means Lessor's loss of, or loss of the right to claim, or recapture of, all or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment; and the term "Lessor" shall include any member of an affiliated group of which Lessor is (or may become) a member if consolidated tax returns are filed for such affiliated group for federal income tax purposes.
5. If this Lease terminates or is cancelled prior to the end of the Initial Term, then the Maximum Hours specified above shall be reduced pro rata based on the number of months remaining in the current year or Initial Term, as applicable. If the Lease is renewed or extended, the Maximum Hours allowed during such renewal or extension shall be calculated pro rata based on the number of Maximum Hours specified above and the number of months of such extension or renewal.
6. This Schedule may, in Lessor's sole discretion, be delivered and/or reproduced by facsimile, optical scanning or other electronic means ("e-copy") and such e-copy or a printed version thereof shall be enforceable as an original and admissible as such in any court or other proceeding, provided that there shall be only one original of this Schedule and it shall bear the original ink or electronic signature of Lessor and be marked "Original." Each party's electronic signature on this Schedule shall be unconditionally valid and legally enforceable, and each party agrees not to contest the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign). To the extent that this Schedule constitutes chattel paper (as that term is defined by the Uniform Commercial Code), a security or ownership interest intended to be created through the transfer and possession of this Schedule can be done only by the transfer of the "Original" bearing the original ink or electronic signature of Lessor; provided that, if the "Paper Out" process shall have occurred, or if there shall simultaneously exist both the "Paper Out" printed version and an electronic version of this lease, then the "Paper Out" printed version of such document bearing the legend "Original" applied by Lessor shall constitute the sole chattel paper original and authoritative version. Lessee agrees to deliver to Lessor, on request, this Schedule bearing Lessee's original signature.

Lessor: **The Huntington National Bank**

By: _____

Title: _____

Lessee: **City of Rosemount**

By: _____

Jeffery Weisensel, Mayor



CERTIFICATE OF INCUMBENCY
LEASE NO. 008-0819895-101
DATED AS OF November 1, 2023

I, _____, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of City of Rosemount (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of Minnesota, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate this ____ day of _____, 20____.

Signed: _____

Title: _____

NOTE: The Clerk or Secretary of the Lessee should sign unless that person is also the signor of the documents in which case the President or some other Officer of the Lessee should execute this document.



Invoice

Date of Invoice: 11/01/2023
Application Number: 498310
Contract Number: 008-0819895-101

To: City of Rosemount
2875 145 Street West
Rosemount, MN 55068

Advance Payments/Security Deposit

Description	Contract Payment	Sales/Use Tax	Other	Amount
First Payment in Advance	\$26,898.65	\$0.00		\$26,898.65
Last Payment in Advance	\$0.00	\$0.00		\$0.00
			\$0.00	\$0.00
Sub Total				\$26,898.65

Other Fees/Charges

Fee Description	Amount
Documentation Fee	\$0.00
Other Fees/Charges Sub Total	\$0.00

Invoice Total Due

Invoice Total Due	\$26,898.65
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**Remit Payment with
Completed Documents to:** 866-465-3149
OR
The Huntington National Bank
11100 Wayzata Blvd, Suite 700
Minnetonka, MN 55305

"Lessee"
City of Rosemount, 2875 145 Street West, Rosemount, MN 55068
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305

Delivery and Acceptance agreement attached to and made a part of Lease **008-0819895-101** dated **November 1, 2023** (the "Lease").

This Certificate relates to the Equipment (the "Equipment") that is described in the Lease.

Pursuant to the Lease, Lessee acknowledges that Lessor has acquired the Equipment in connection with the Lease and Lessee has either received a copy of the purchase agreement with the vendor of the Equipment on or before signing the Lease or has approved such purchase. Lessee hereby represents, warrants and certifies that (i) all of the Equipment has been delivered to Lessee at the Equipment Location set forth in the Lease and has been installed, tested and inspected by Lessee or duly authorized representatives of Lessee, (ii) the Equipment Description set forth in the Lease is complete and correct, (iii) the Equipment, together with any supporting documentation, is exactly what Lessee ordered, is in good working order, is satisfactory in all respects and has been accepted by Lessee under the Lease as of the Acceptance Date set forth below, and (iv) there has been no adverse change in the business or financial condition of Lessee or any guarantor of the Lease since the day the most recent financial statement of Lessee or any guarantor was submitted to Lessor. If Lessee has made a deposit to the Equipment vendor(s), by signing this Certificate, Lessee hereby transfers all of Lessee's right, title and interest in and to the Equipment to Lessor, except to the extent set forth in the Lease, whether or not Lessee has been reimbursed for the deposit(s).

IMPORTANT: LESSEE SHOULD SIGN THIS CERTIFICATE ONLY AFTER LESSEE HAS RECEIVED AND IS COMPLETELY SATISFIED WITH THE EQUIPMENT. BY SIGNING THIS CERTIFICATE, LESSEE (1) IS IRREVOCABLY ACCEPTING THE EQUIPMENT, (2) BECOMES ABSOLUTELY AND IRREVOCABLY OBLIGATED TO LESSOR UNDER THE LEASE, AND (3) MAY NOT THEREAFTER REJECT THE EQUIPMENT, CANCEL OR TERMINATE THE LEASE OR DENY ANY STATEMENT MADE IN THIS CERTIFICATE, FOR ANY REASON WHATSOEVER

Acceptance Date: _____

Lessee: City of Rosemount

By: _____ Title: _____

Printed Name: _____

Please Complete and return this document by Fax to 800-741-8079 upon delivery and acceptance of the financed Equipment.

City Council Regular Meeting: November 6, 2023

AGENDA ITEM: Final Acceptance - Boulder Avenue Extension, City Project 2022-02	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Brian Erickson, City Engineer	AGENDA NO. 6.e.
ATTACHMENTS: Resolution, Final Pay Voucher, Boulder Ave Map	APPROVED BY: LJM
RECOMMENDED ACTION: Resolution to approve final payment for Boulder Avenue Extension, City Project 2022-02, and accepting the improvements for perpetual maintenance	

BACKGROUND

On October 4, 2022, City Council awarded a contract to S. R. Weidema, Inc. (Weidema) for the Boulder Avenue Extension Project, City Project 2022-02. This project extended Boulder Avenue from the portion constructed by Project Osprey/Home Depot to the south and west, thus connecting it to Minnesota Highway 3. In addition, utilities were also extended to facilitate potential future development. Construction began in 2022 and was completed in 2023.

Weidema has completed all the improvement work as designed by WSB & Associates (WSB) and detailed in the contract. The contractor has submitted a final pay voucher and is currently compiling their administrative close out documents for final acceptance.

The original construction contract was awarded in the amount of \$1,753,635.06. During construction there were 4 change orders that resulted in an increase of \$96,249.33 for a final total contract amount of \$1,849,884.39. The changes were primarily related to trunk stormwater infrastructure necessary for future development. However, due to final contract item quantities, the total constructed contract value is \$1,534,561.24, which is \$315,323.15 or 17% below the award amount with changes. The final payment amount is \$162,521.44 and will close out the project.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution accepting the improvements for perpetual maintenance and authorizing final payment for the Boulder Avenue Extension Project, CP 2022-02.

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2023 – XX

**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENT
FOR BOULDER AVENUE EXTENSION PROJECT
CITY PROJECT 2022-02**

WHEREAS, S. R. Weidema, Inc. has completed the required construction as per the scope of the contract, and;

WHEREAS, the City received concurrence from WSB & Associates that the work has been completed in accordance with the approved plans and specifications and finds the improvements acceptable;

WHEREAS, the contractor is preparing all necessary administrative requirements to close out the contract.

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

1. The improvements completed under said agreement are hereby accepted for perpetual maintenance and ownership.
2. Final payment to the contractor is authorized upon receipt of all final administrative requirements.

ADOPTED this 6th day of November, 2023.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk

Client: City of Rosemount 2875 145th Street West Rosemount, MN 55068-4941	Contractor: SR Weidema, Inc. 17600 113th Avenue North Maple Grove, MN 55369
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WSB Project No.: 018351-000
Client Project No.: 2022-02
State Project No.:
Federal Project No.:

Contract Amount		Funds Encumbered	
Original Contract	\$1,753,635.06	Original	\$1,753,635.06
Contract Changes	(\$127,426.67)	Additional	N/A
Revised Contract	\$1,626,208.39	Total	\$1,753,635.06

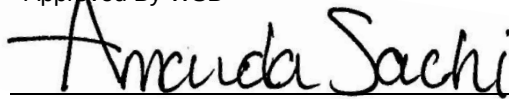
Work Certified To Date	
Base Bid Items	\$1,438,311.91
Contract Changes	\$96,249.33
Material On Hand	\$0.00
Total	\$1,534,561.24

Work Certified This Voucher	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
\$90,308.82	\$1,534,561.24	\$0.00	\$1,372,039.80	\$162,521.44	\$1,534,561.24
Percent Retained: 0%			Percent Complete: 94.36%		

FINAL PAY VOUCHER

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By WSB


Signature

October 27, 2023

Date

Approved By SR Weidema, Inc.


Signature

10/27/2023

Date

Approved By City of Rosemount

Signature

Date

Payment Summary				
No.	Up Through Date	Work Certified Per Voucher	Amount Retained Per Voucher	Amount Paid Per Voucher
1	12/02/2022	\$356,170.55	\$17,808.53	\$338,362.02
2	04/30/2023	\$337,052.25	\$16,852.61	\$320,199.64
3	06/08/2023	\$523,895.76	\$26,194.79	\$497,700.97
4	07/06/2023	\$187,851.51	\$9,392.57	\$178,458.94
5	07/31/2023	\$39,282.35	\$1,964.12	\$37,318.23
6	10/26/2023	\$90,308.82	(\$72,212.62)	\$162,521.44

Funding Category Name	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Voucher	Total Amount Paid To Date
Improvements S.P. 1921-117	\$137,210.95	\$0.00	\$121,263.66	\$15,947.29	\$137,210.95
Local	\$1,397,350.29	\$0.00	\$1,250,776.14	\$146,574.15	\$1,397,350.29

Accounting Number	Funding Source	Amount Paid This Voucher	Revised Contract Amount	Funds Encumbered To Date	Paid Contractor To Date
Improvements S.P. 1921-117	State	\$15,947.29	\$211,746.75	\$211,746.75	\$137,210.95
Local	Local	\$146,574.15	\$1,414,461.64	\$1,541,888.31	\$1,397,350.29

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
1	2021.501/LA02	MOBILIZATION (5% MAXIMUM)	LS	\$44,000.00	1	0	\$0.00	1	\$44,000.00
2	2104.502/00450	REMOVE PERMANENT BARRICADE	EACH	\$50.00	2	0	\$0.00	0	\$0.00
3	2104.502/01300	REMOVE SIGN TYPE SPECIAL	EACH	\$35.00	1	0	\$0.00	1	\$35.00
4	2104.502/02090	SALVAGE HYDRANT	EACH	\$445.00	2	0	\$0.00	2	\$890.00
5	2104.503/00205	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$3.00	48	0	\$0.00	48	\$144.00
6	2104.503/00270	REMOVE WATER MAIN	L F	\$15.00	20	0	\$0.00	20	\$300.00
7	2104.504/00120	REMOVE BITUMINOUS PAVEMENT	S Y	\$7.00	20	0	\$0.00	20	\$140.00
8	2104.518/00140	REMOVE CONCRETE WALK	S F	\$1.70	60	0	\$0.00	0	\$0.00
9	2106.507/00010	EXCAVATION - COMMON (P)	C Y	\$6.00	13565	0	\$0.00	13565	\$81,390.00
10	2106.507/00040	EXCAVATION - SUBGRADE (P)	C Y	\$2.00	4544	0	\$0.00	4544	\$9,088.00
11	2106.507/00080	SELECT GRANULAR EMBANKMENT (CV)	C Y	\$0.01	5452	0	\$0.00	5452	\$54.52
12	2106.507/00130	COMMON EMBANKMENT (CV)	C Y	\$0.01	4439	0	\$0.00	4439	\$44.39

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
13	2112.519/00010	SUBGRADE PREPARATION	RDST	\$912.00	13	0	\$0.00	13	\$11,856.00
14	2211.507/00180	AGGREGATE BASE (CV) CLASS 5 MODIFIED	C Y	\$26.80	1552	0	\$0.00	1552	\$41,593.60
15	2360.509/22300	TYPE SP 12.5 WEARING COURSE MIX (2,C)	TON	\$86.00	1620	839.77	\$72,220.22	1620.9	\$139,397.40
16	2360.509/22305	TYPE SP 12.5 NON WEAR COURSE MIX (2,C)	TON	\$86.00	820	0	\$0.00	816.16	\$70,189.76
17	2451.609/00040	GRANULAR FOUNDATION AND/OR BEDDING	TON	\$30.00	20	0	\$0.00	0	\$0.00
18	2501.502/05015	15" RC PIPE APRON	EACH	\$1,230.00	1	0	\$0.00	1	\$1,230.00
19	2501.602/60015	TRASH GUARD FOR 15" PIPE APRON	EACH	\$619.00	1	0	\$0.00	1	\$619.00
20	2503.503	15" RC PIPE SEWER DES 3006 CLASS V	LF	\$50.00	836	0	\$0.00	836	\$41,800.00
21	2503.503	18" RC PIPE SEWER DES 3006 CLASS V	LF	\$57.00	137	0	\$0.00	137	\$7,809.00
22	2503.503	30" RC PIPE SEWER DES 3006 CLASS III	LF	\$125.00	80	0	\$0.00	80	\$10,000.00
23	2503.503	27" RC PIPE SEWER DES 3006 CLASS III	LF	\$115.00	842	0	\$0.00	769	\$88,435.00
24	2503.503/19363	36" RC PIPE SEWER DES 3006 CL III	L F	\$175.00	211	0	\$0.00	211	\$36,925.00
25	2503.602/00300	CONNECT TO EXISTING SANITARY SEWER	EACH	\$4,000.00	2	0	\$0.00	2	\$8,000.00
26	2503.602/00536	36" PIPE PLUG	EACH	\$593.00	1	0	\$0.00	0	\$0.00
27	2503.603/20280	VIDEO TAPE PIPE SEWER	L F	\$2.50	1186	0	\$0.00	1245	\$3,112.50
28	2503.603/21008	8" PVC PIPE SEWER	L F	\$112.00	454	0	\$0.00	548	\$61,376.00
29	2503.603/21008	8" PVC PIPE SEWER	L F	\$102.00	77	0	\$0.00	40	\$4,080.00
30	2503.603/21010	10" PVC PIPE SEWER	L F	\$148.00	632	0	\$0.00	614.01	\$90,873.48
31	2503.603/27105	10" DUCTILE IRON PIPE SEWER CL 52	L F	\$125.00	20	0	\$0.00	20	\$2,500.00
32	2503.603/27127	12" DUCTILE IRON PIPE SEWER CL 52	L F	\$140.00	23	0	\$0.00	23	\$3,220.00
33	2504.602/00010	CONNECT TO EXISTING WATER MAIN	EACH	\$1,450.00	2	0	\$0.00	2	\$2,900.00
34	2504.602/00020	HYDRANT	EACH	\$5,436.00	2	0	\$0.00	2	\$10,872.00

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
35	2504.602/00023	INSTALL HYDRANT	EACH	\$1,020.00	2	0	\$0.00	2	\$2,040.00
36	2504.602/00032	ADJUST GATE VALVE & BOX	EACH	\$325.00	1	0	\$0.00	0	\$0.00
37	2504.602/00806	6" GATE VALVE AND BOX	EACH	\$1,807.00	3	0	\$0.00	3	\$5,421.00
38	2504.602/00806	8" GATE VALVE AND BOX	EACH	\$2,548.00	1	0	\$0.00	0	\$0.00
39	2504.602/00812	12" GATE VALVE & BOX	EACH	\$4,455.00	2	0	\$0.00	4	\$17,820.00
40	2504.603	6" WATER MAIN-DUCT IRON CL 52	LIN FT	\$42.00	135	0	\$0.00	135	\$5,670.00
41	2504.603	8" WATER MAIN-DUCT IRON CL 52	LIN FT	\$68.00	37	0	\$0.00	0	\$0.00
42	2504.603	12" WATER MAIN-DUCT IRON CL 52	LIN FT	\$73.00	1255	0	\$0.00	1335	\$97,455.00
43	2504.604/01100	4" POLYSTYRENE INSULATION	S Y	\$61.00	40	0	\$0.00	0	\$0.00
44	2504.608/00020	DUCTILE IRON FITTINGS	LB	\$13.00	1178	0	\$0.00	1510	\$19,630.00
45	2506.502/06000	CASTING ASSEMBLY	EACH	\$1,005.00	16	0	\$0.00	0	\$0.00
46	2506.503/02420	CONST DRAINAGE STRUCTURE DES 48-4020	L F	\$2,228.00	23	0	\$0.00	28.26	\$62,963.28
47	2506.503/04820	CONST DRAINAGE STRUCTURE DES 96-4020	L F	\$1,727.00	17	0	\$0.00	17	\$29,359.00
48	2506.503/WR03	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	LF	\$721.00	68	0	\$0.00	61.4	\$44,269.40
49	2506.503/WR04	CONSTRUCT DRAINAGE STRUCTURE DESIGN 84-4020	LF	\$1,217.00	0	0	\$0.00	0	\$0.00
50	2506.602/06210	CONNECT INTO EXISTING STORM SEWER	EACH	\$1,400.00	3	0	\$0.00	1	\$1,400.00
51	2506.602/06260	SEAL MANHOLE	EACH	\$215.00	15	0	\$0.00	0	\$0.00
52	2506.602/06370	CONST DRAINAGE STRUCTURE DESIGN SPECIAL	EACH	\$2,799.00	5	0	\$0.00	5	\$13,995.00
53	2506.602/06430	CASTING ASSEMBLY SPECIAL	EACH	\$934.00	5	0	\$0.00	0	\$0.00
54	2506.602/MSS01	RECONSTRUCT MANHOLE (SANITARY)	EACH	\$2,007.00	1	0	\$0.00	0	\$0.00
55	2506.603/20100	CONSTRUCT 10" OUTSIDE DROP	L F	\$766.00	17	0	\$0.00	20.91	\$16,017.06
56	2506.603/M8848	CONST 48" DIA SAN SEWER MANHOLE	L F	\$409.00	141	0	\$0.00	139.63	\$57,108.67

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
57	2511.507 /WR05	GROUTED RIPRAP - CLASS III	C Y	\$205.00	10	0	\$0.00	6	\$1,230.00
58	2521.518 /00060	6" CONCRETE WALK	S F	\$8.45	8000	0	\$0.00	7470	\$63,121.50
59	2521.602 /00030	DRILL & GROUT REINF BAR (EPOXY COATED)	EACH	\$10.00	19	0	\$0.00	11	\$110.00
60	2521.618	CURB RAMP WALK	S F	\$18.00	175	0	\$0.00	160	\$2,880.00
61	2531.503 /02315	CONCRETE CURB & GUTTER DESIGN B618	L F	\$16.35	2670	186	\$3,041.10	2496	\$40,809.60
62	2531.603 /24070	CONCRETE CURB & GUTTER	L F	\$36.25	30	0	\$0.00	30	\$1,087.50
63	2531.618 /00010	TRUNCATED DOMES	S F	\$50.00	28	0	\$0.00	28	\$1,400.00
64	2563.601 /00010	TRAFFIC CONTROL	LS	\$4,000.00	0.1	0	\$0.00	0.1	\$400.00
65	2564.518 /00130	SIGN PANELS TYPE C	S F	\$102.00	46	0	\$0.00	47	\$4,794.00
66	2564.518 /00180	SIGN PANELS TYPE SPECIAL	S F	\$40.00	11	0	\$0.00	11	\$440.00
67	2573.501 /00025	STABILIZED CONSTRUCTION EXIT	LS	\$1,585.00	1	0	\$0.00	1	\$1,585.00
68	2573.502 /00110	STORM DRAIN INLET PROTECTION	EACH	\$390.00	10	0	\$0.00	15	\$5,850.00
69	2573.503 /00023	SILT FENCE, TYPE MS	L F	\$2.15	2000	0	\$0.00	2892	\$6,217.80
70	2573.503 /00061	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	\$3.35	400	0	\$0.00	1480	\$4,958.00
71	2574.508 /00013	FERTILIZER TYPE 3	LB	\$0.85	1400	0	\$0.00	760	\$646.00
72	2575.504 /00320	ROLLED EROSION PREVENTION CATEGORY 20	S Y	\$1.85	1000	0	\$0.00	0	\$0.00
73	2575.508 /25121	SEED MIXTURE 25-121	LB	\$10.10	488	0	\$0.00	722.5	\$7,297.25
74	2575.508 /40001	HYDRAULIC MULCH MATRIX	LB	\$0.75	10400	0	\$0.00	9025	\$6,768.75
75	2582.503 /30104	4" SOLID LINE MULTI COMP	L F	\$0.75	2620	2570	\$1,927.50	2570	\$1,927.50
76	2582.503 /30404	4" DBLE SOLID LINE MULTI COMP	L F	\$1.50	1292	1320	\$1,980.00	1320	\$1,980.00
77	2582.518 /04060	PAVT MSSG PREF THERMO GR IN ESR	S F	\$37.50	74	42	\$1,575.00	42	\$1,575.00
78	2011.601 /01000	AS BUILT	LS	\$8,100.00	1	1	\$8,100.00	1	\$8,100.00

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
79	2102.503/00010	PAVEMENT MARKING REMOVAL	L F	\$2.00	650	0	\$0.00	0	\$0.00
80	2104.502/01240	REMOVE SIGN TYPE C	EACH	\$35.00	2	0	\$0.00	2	\$70.00
81	2104.503/00205	SAWING BIT PAVEMENT (FULL DEPTH)	L F	\$3.00	610	0	\$0.00	613	\$1,839.00
82	2104.503/00325	REMOVE CONCRETE CURB AND GUTTER	LF	\$4.20	585	0	\$0.00	598	\$2,511.60
83	2104.504/00120	REMOVE BITUMINOUS PAVEMENT	S Y	\$5.25	650	0	\$0.00	487	\$2,556.75
84	2106.507/00010	EXCAVATION - COMMON (P)	C Y	\$10.55	2254	0	\$0.00	1682	\$17,745.10
85	2106.507/00040	EXCAVATION - SUBGRADE (P)	C Y	\$11.00	1646	0	\$0.00	0	\$0.00
86	2106.507/00080	SELECT GRANULAR EMBANKMENT (CV)	C Y	\$5.20	1363	0	\$0.00	930	\$4,836.00
87	2106.507/00130	COMMON EMBANKMENT (CV)	C Y	\$20.00	1	0	\$0.00	0	\$0.00
88	2112.519/00010	SUBGRADE PREPARATION	RDST	\$291.00	6	0	\$0.00	6	\$1,746.00
89	2211.507/00170	AGGREGATE BASE (CV) CLASS 5	C Y	\$28.65	375	0	\$0.00	245	\$7,019.25
90	2360.509/24300	TYPE SP 12.5 WEARING COURSE MIX (4,C)	TON	\$110.00	290	0	\$0.00	236.62	\$26,028.20
91	2360.509/24305	TYPE SP 12.5 NON WEAR COURSE MIX (4,C)	TON	\$110.00	225	0	\$0.00	132.78	\$14,605.80
92	2503.503	15" RC PIPE SEWER DES 3006 CLASS V	LF	\$60.00	16	0	\$0.00	8	\$480.00
93	2506.502/00070	CONST DRAINAGE STRUCTURE DESIGN G	EACH	\$2,456.00	2	0	\$0.00	1	\$2,456.00
94	2506.502/06000	CASTING ASSEMBLY	EACH	\$1,090.00	4	0	\$0.00	0	\$0.00
95	2506.503/08000	RECONSTRUCT DRAINAGE STRUCTURE	L F	\$775.00	10	0	\$0.00	0	\$0.00
96	2506.602/06200	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	\$1,400.00	2	0	\$0.00	1	\$1,400.00
97	2506.602/06260	SEAL MANHOLE	EACH	\$215.00	2	0	\$0.00	0	\$0.00
98	2531.503/02120	CONCRETE CURB & GUTTER DESIGN B424	L F	\$26.25	560	0	\$0.00	573	\$15,041.25
99	2533.503/03010	PORTABLE PRECAST CONC BARRIER DES 8337	L F	\$14.50	850	0	\$0.00	688.5	\$9,983.25
100	2563.601/00010	TRAFFIC CONTROL	LS	\$4,000.00	0.9	0	\$0.00	0.9	\$3,600.00

Contract Item Status									
Line No.	Item	Description	Unit	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
101	2563.602	PORTABLE CONCRETE BARRIER DELINEATOR	EACH	\$8.50	110	0	\$0.00	22	\$187.00
102	2563.615 /00010	TEMPORARY IMPACT ATTENUATOR	AMBY	\$2,750.00	2	0	\$0.00	2	\$5,500.00
103	2564.518 /00130	SIGN PANELS TYPE C	S F	\$102.00	30	0	\$0.00	30	\$3,060.00
104	2564.518 /00180	SIGN PANELS TYPE SPECIAL	S F	\$40.00	11.3	11	\$440.00	11	\$440.00
105	2573.502 /00110	STORM DRAIN INLET PROTECTION	EACH	\$390.00	4	0	\$0.00	0	\$0.00
106	2573.503 /00061	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	\$3.35	600	0	\$0.00	0	\$0.00
107	2574.508 /00013	FERTILIZER TYPE 3	LB	\$0.85	40	0	\$0.00	140	\$119.00
108	2575.504 /00320	ROLLED EROSION PREVENTION CATEGORY 20	S Y	\$1.85	400	0	\$0.00	0	\$0.00
109	2575.508 /25121	SEED MIXTURE 25-121	LB	\$264.90	8	0	\$0.00	8	\$2,119.20
110	2575.508 /40001	HYDRAULIC MULCH MATRIX	LB	\$0.75	400	0	\$0.00	400	\$300.00
111	2582.503 /34124	24" SOLID LINE MULTI COMP (WR)	L F	\$25.00	36	41	\$1,025.00	41	\$1,025.00
112	2582.503 /40104	4" SOLID LINE MULTI COMP GR IN (WR)	L F	\$2.35	1220	0	\$0.00	841	\$1,976.35
113	2582.503 /40404	4" DBLE SOLID LINE MULTI COMP GR IN (WR)	L F	\$4.70	400	0	\$0.00	46	\$216.20
114	2582.518 /04060	PAVT MSSG PREF THERMO GR IN ESR	S F	\$37.50	60	0	\$0.00	60	\$2,250.00
Bid Totals:							\$90,308.82		\$1,438,311.91

Project Category Totals				
Category			Amount This Voucher	Amount To Date
Schedule - Boulder Avenue			\$80,743.82	\$1,301,100.96
Schedule -Trunk Highway 3			\$9,565.00	\$137,210.95

Contract Change Item Status											
CC	CC No.	Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
CO	2	115	2506.503	CONST DRAINAGE STRUCTURE DES 72-4020	LS	\$24,970.90	1	0	\$0.00	1	\$24,970.90
CO	3	116	2506.503	Manholes	LS	\$51,960.23	1	0	\$0.00	1	\$51,960.23

Contract Change Item Status											
CC	CC No.	Line No.	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Voucher	Amount This Voucher	Quantity To Date	Amount To Date
CO	4	117	2571.600	Transplant Trees	LS	\$19,318.20	1	0	\$0.00	1	\$19,318.20
Contract Change Totals:									\$0.00		\$96,249.33

Contract Change Totals				
No.	Contract Change	Description	Amount This Voucher	Amount To Date
1	CO	The aggregate base and select granular borrow beneath the existing bituminous pavement shall remain in place. The new pavement section shall be constructed below the area of the existing curb removal and widening section as indicated on the revised sheet 8 typical section for South Robert Trail. There will be no change in unit prices for this work.	\$0.00	\$0.00
2	CO	Construct connection Manhole 5201 utilizing a 72-inch diameter structure to accommodate existing pipe size. Work completed utilizing time and material for manhole construction.	\$0.00	\$24,970.90
3	CO	Manhole materials for 36-inch Trunk Storm Sewer extension north from its current terminus. Delete from the contract the 36-inch Trunk Storm Sewer extending north along Boulder Avenue.	\$0.00	\$51,960.23
4	CO	Transplant and supply tree stock for 27 total trees.	\$0.00	\$19,318.20

Material On Hand Additions					
Line No.	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line No.	Item	Description	Date	Added	Used	Remaining



City Council Regular Meeting: November 6, 2023

AGENDA ITEM: Approve 60 Day Medical Leave of Absence for Firefighter	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Logan Martin, City Administrator	AGENDA NO. 6.f.
ATTACHMENTS:	APPROVED BY: LJM
RECOMMENDED ACTION: Staff recommends the City Council authorize an additional 60-day medical leave for Firefighter Chad Ganfield	

BACKGROUND

City policy regarding Leaves of Absence for Firefighters requires City Council authorization of a leave of absence longer than 60 days. Battalion Chief Chad Ganfield has requested an extension of his current 60-day leave of absence due to an injury suffered outside of the Fire Department. Battalion Chief Ganfield has requested the leave begin on October 27, 2023 and end on December 25, 2023.

Fire Chief Schroeder supports this request and kindly requests the City Council authorize this action.

RECOMMENDATION

Staff recommends the City Council authorize an additional 60-day medical leave for Firefighter Chad Ganfield

City Council Regular Meeting: November 6, 2023

AGENDA ITEM: Approve Assessment Agreement & Waiver - Akron Avenue Extension (Amber Fields)	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Nick Egger, Public Works Director	AGENDA NO. 6.g.
ATTACHMENTS: Petition & Waiver Agreement, Amber Fields Subdivision Agreement	APPROVED BY: LJM
RECOMMENDED ACTION: Approve agreement and waiver of appeal document with Maplewood Development to assess cost share of Akron Avenue extension project.	

BACKGROUND

A project to extend Akron Avenue south from 148th Street to 155th Street has been ongoing since mid-summer of this year. In accordance with the subdivision agreement for the adjacent Amber Fields subdivision, Maplewood Development has a 1/3 cost share for this project, subject to credits for their efforts and investment to construct the 2022 extension of Akron Avenue. The original subdivision agreement has been attached for reference, with the language applicable to this measure being found under Section 4.

The attached assessment agreement developed by the City Attorney's office lays out conditions and terms for the repayment of the cost-share, which will occur over the next five years, or sooner should the developer choose to pay off the assessment early. The agreement also contains a provision by which the developer is not allowed to appeal the assessment amount as would be allowed under typical MN Statute, Chapter 429 proceedings.

Because this year's extension project won't be completed until the summer of 2024, it is likely an amendment to this agreement will need to come forward to amend the final cost-share amounts once all are known. However, staff and the developer are motivated to get this agreement solidified and approved at this time in order for the City to begin receiving the developer's financial contribution for their cost of the ongoing project.

RECOMMENDATION

Staff is recommending that the Council approve the attached agreement and waiver, authorizing the Mayor and City Clerk to affix their signatures.

PETITION AND WAIVER AGREEMENT

THIS PETITION AND WAIVER AGREEMENT (the “Agreement”) is made this _____ day of _____, 2023, by and between the City of Rosemount, a Minnesota municipal corporation (the “City”), and Earl Street Partners II, LLC, (the “Owner”), a Minnesota limited liability company.

WHEREAS, the Owner is the fee owner of certain real property located in the City of Rosemount, Dakota County, Minnesota, legally described on the attached Exhibit A (the “Property”);

WHEREAS, the City and Maplewood Development and Construction, Inc., a Minnesota corporation (the “Developer”) entered into a subdivision agreement dated March 1, 2022, filed on May 9, 2022, as Document No. 3538195 in the Office of the County Recorder for Dakota County (the “Subdivision Agreement”), which planned the phased development of the property platted as AMBER FIELDS, filed as Document No. 3538193 (the “Plat”), which includes the Property;

WHEREAS, as a result of the development of the property described on the Plat, certain right-of-way improvements will be needed to Akron Avenue adjacent to the Property, described under Phase 2 of the Subdivision Agreement (the “Improvements”);

WHEREAS, the cost of the Improvements is to be divided evenly between the City, the Developer, and the University of Minnesota, with each entity responsible for one-third the cost of the Improvements;

WHEREAS, pursuant to the Subdivision Agreement, the Developer’s portion of the cost of the Improvements may be assessed against all or a portion of the Property at the Developer’s discretion and pursuant to its petition to the City;

WHEREAS, the City has received an estimate that the costs, including design and construction costs, associated with the Project will be in the amount of \$5,224,434.89.

WHEREAS, on October 3, 2023, the Developer submitted a revised written request for the assessment and reapportionment of the costs of the Improvements against the Property, and the

City and the Developer agree that one-third of the actual costs of the Project may be assessed against the Property pursuant to the terms of this Agreement;

WHEREAS, the City is willing to forgo notices and hearings, provided that the assurances and covenants stated in this Agreement are made by the Owner to ensure that the City will have a valid and collectable special assessment as it relates to the Improvements;

WHEREAS, the City is willing to undertake the Improvements and specially assess the Owner for the costs thereof according to the terms and conditions of the Subdivision Agreement.

NOW, THEREFORE, ON THE BASIS OF THE COVENANTS AND OBLIGATIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. The Owner represents and warrants that it is the fee owner of the Property and that it has legal power and authority to encumber the Property as provided in this Agreement and that, to its knowledge, there are no other liens or encumbrances against the Property except those of record or as disclosed to the City.
2. The total estimated cost, including design and administration expenses, for the Improvements is not expected to exceed \$5,224,434.89.
3. The Owner hereby petitions the City to undertake the Improvements.
4. The Owner agrees one-third of the total of the actual costs associated with the Improvements will be assessed against the Property. The amount assessed against the Property shall be calculated as follows (calculation below uses a total actual costs amount of \$5,224,434.89):

$\$5,224,434.89 / 3 = \$1,741,478.30 - \$961,139$ (a credit, see paragraph 12 below) =
assessed amount of \$780,339.30

The assessed costs shall be split and assessed to each Outlot of the Property, as follows:

Outlot C: 100% of assessment amount over \$780,339.30
Outlot E: 100% of assessed amount up to and including \$780,339.30

5. The Owner consents to the City levying a special assessment for the costs of the Improvements against the Property in accordance with Minnesota Statutes, Section 429.061. The Owner understands that the assessed costs may differ from the estimated cost provided in paragraph 2, and that the assessment shall be in the amount of the actual costs of the Project.
6. The Owner agrees not to challenge, contest, or dispute in any manner the special assessments levied against the Property or any portion of the Property in accordance with the terms of this Agreement. The Owner specifically waives notice of hearing and hearing pursuant to Minnesota Statutes, Section 429.031 on the Improvements. The Owner also

waives notice of hearing and hearing on the special assessment levied to finance the Improvements pursuant to Minnesota Statutes, Section 429.061. The Owner specifically requests that the Improvements be carried out and the special assessment be levied against the Property in accordance with this Agreement without any further notice of hearing or hearing.

7. The Owner waives the right to appeal or otherwise contest or challenge the levy of special assessment in accordance with this Agreement pursuant to Minnesota Statutes, Section 429.081, including but not limited to, the right to challenge whether the increase in fair market value resulting from the Improvements is at least equal to the amount that is being assessed against the Property and whether such increase in fair market value is a special benefit to the Property. The Owner further agrees that any requirements of Minnesota Statutes Chapter 429 with respect to the adoption or levying of the special assessments are waived to the extent that those requirements are not met by the City.
8. The special assessment levied against the Property shall be payable over five (5) years and shall bear an interest rate of 5.6% per annum. The first installment of principal and interest shall be included in the first tax rolls completed after the adoption of the resolution levying the special assessment.
9. The Recitals set forth above are made part of this Agreement.
10. The waivers and agreements contained in this Agreement shall bind the Owner and its successors and assigns and shall run with the Property. It is the intent of the parties that this Agreement be in a form which is recordable among the land records of Dakota County, Minnesota. The Owner and the City agree to make any changes in this Agreement which may be necessary to affect the recording and filing of this Agreement against the title of the Property.
11. Notwithstanding the provisions of this Agreement, the Owner expressly acknowledges that, to the extent the costs of the Improvements exceed those amounts authorized hereunder, the City may forego reliance on this Agreement and may instead assess the costs of the Improvements on the Property in compliance with Minnesota Statutes, Chapter 429; provided, however, the foregoing does not affect the Subdivision Agreement, which remains in full force and effect, including the Developer's choice of how the cost of the Improvements may be assessed against all or a portion of the Property, which shall remain at the Developer's discretion. The only purposes of this Agreement are to evidence the Owner's intent to waive procedural and other statutory rights provided under Minnesota Statutes, Chapter 429, for any assessment up to the amount specified in this Agreement, and to confirm the Developer's current decision as to the allocation and reapportionment of the costs of the Improvements against the Property.
12. Pursuant to the Subdivision Agreement, if the Developer receives a credit of for certain improvements made to a portion of Akron Avenue in 2022 between the southerly limit of the 2021 Dakota County Road Project and the southerly part of the 148th Street W. intersection with Akron Avenue, the amount of that credit shall be deducted from the total

assessment amount to be levied against the Property for the Improvements. The amount of such credit is \$961,139.00.

13. Notwithstanding anything herein, this Agreement shall not operate or be interpreted to interfere with the City's ability to assess the Property in accordance with any provisions provided in state law. If the City invokes such authority with respect to the Property, this Agreement shall not be interpreted as having created any right, interest, or agreement between the Owner or the City which in any way limits the City's ability to recoup any amounts otherwise authorized by law.

14. Any notice required to be given under this Agreement shall be deemed given if delivered personally or sent by U.S. mail:

- a) as to the Owner: Earl Street Partners II, LLC
Attn: Mario J. Cocchiarella
1128 Harmon Place
Suite 320
Minneapolis, MN 55403
- b) with a copy to: Felhaber Larson
Attn: Molly Gherty
220 South Sixth Street, Suite 220
Minneapolis, MN 55402
- b) as to the City: City of Rosemount
Rosemount City Hall
2875 145th Street W.
Rosemount, MN 55068
Attn: City Administrator

or at such other address as either party may from time to time notify the other in writing in accordance with this paragraph.

15. The Owner, in its sole discretion, has the right to prepay to the City, without penalty, any or all of the total amount to be assessed against the Property. In the event the amount Earl Street Partners II, LLC prepays exceeds the actual assessment costs, the City shall promptly reimburse Earl Street Partners II, LLC, and none of the then-owners of the Property for which prepayment was made is entitled to any portion of the reimbursed amount. In the event of prepayment, then within thirty (30) days of receipt of such prepayment, the City shall execute and record against the Property for which prepayment was made a document which acknowledges said prepayment.

16. This Agreement shall terminate upon payment in full of all special assessments levied against the Property for the Improvements. The City shall execute and deliver such documents, in recordable form, as are necessary to extinguish its rights contained in this Agreement.

17. Each party agrees to pay the other party all costs and expenses, including reasonable attorneys' fees, incurred by the party in enforcing this Agreement.

IN WITNESS WHEREOF, the parties have set their hands effective as of the day and year first written above.

EARL STREET PARTNERS II, LLC

By: _____
Mario J. Cocchiarella, Chief Manager

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Mario J. Cocchiarella, Chief Manager of Earl Street Partners II, LLC, a Minnesota limited liability company, Owner.

Notary Public

NOTARIAL STAMP

By: _____
Jeffery D. Weisensel, Mayor

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EXHIBIT A

Legal Description of the Property

Outlots C and E, AMBER FIELDS, Dakota County, Minnesota.

SUBDIVISION AGREEMENT Amber Fields

AGREEMENT dated this 15th day of March, 2022, by and between the CITY OF ROSEMOUNT, a Minnesota municipal corporation (the “City”), and Maplewood Development and Construction, Inc., a Minnesota corporation (the “Developer”).

1. **Request for Final Plat Approval.** The Developer has asked the City to approve the subdivision of land and a plat of land to be known as Amber Fields which land is legally described on ATTACHMENT ONE (hereinafter referred to as the “Subject Property”). The Preliminary Plat was approved by Resolution 2021-73 on September 7, 2021, which was later amended by Resolution 2022-12 on January 31, 2022, and the PUD Master Development Plan was approved by Resolution 2021-74 on September 7, 2021, which was also amended by Resolution 2022-13 on January 31, 2022. The amended conditions for the Preliminary Plat and the PUD Master Development Plan are attached as Exhibit C.
2. **Phased Development.** The City may refuse to approve final plats of subsequent additions of the plat if the Developer has breached this Agreement and the breach has not been remedied. Development of each subsequent phase may not proceed until a subdivision agreement for such phase is approved by the City.
3. **Effect of Subdivision Approval.** For seven (7) years from the date of this Agreement, no amendments to the City’s Comprehensive Plan, except an amendment placing the plat in the current urban service area, or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the approved plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City’s Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Agreement.
4. **Development Plans.** The Subject Property shall be developed in accordance with the following plans, specifications and contract documents, original copies of which are on file with the City Engineer. The plans and contract documents may be prepared and revised, subject to City approval, after entering this Agreement, but before commencement of any work on the Subject Property. If the plans vary from the written terms of this Agreement, the written terms shall control. The “Development Plans” are:

Plan A – Preliminary plat: C-2.0-C2.6 dated 8/17/2021

Plan B – Soil Erosion Control Plan and Schedule:

Mass Grading Phase 1 C4.0 – C4.9 dated 01/28/2022

148th Street West & Akron Avenue Phase 1 Roads C4.0 – C4.8 dated 02/04/2022

Phase 1 Roads – Auburn Avenue C4.0 – C4.1 dated 02/04/2022

Plan C – Drainage and Storm Water Runoff Plan:

Mass Grading – Phase 1 C2.0 – C2.9 dated 01/28/2022

148th Street West & Akron Avenue Phase 1 Roads C6.0 – C6.10 dated 02/04/2022

Phase 1 Roads – Auburn Avenue C6.0 dated 02/04/2022

Plan D – Plans & Specifications for Public Improvements:

148th Street West & Akron Avenue Phase 1 Roads C5.0 – C5.6, C6.0 – C6.9, C7.0 – C7.1 dated 02/04/2022

Phase 1 Roads – Auburn Avenue C5.0, C6.0, C7.0 dated 02/04/2022

Plan E – Grading Plan:

Mass Grading – Phase I dated 01/28/2022

Plan F – Street Lights:

148th Street West & Akron Avenue Phase 1 Roads C-3.1 – C-3.5 dated 02/04/2022

Phase 1 Roads - Auburn Avenue C3.0 dated 02/04/2022

Plan G – Landscape Improvements: Preliminary Plat and PUD Submittal L-1.0 – L-1.23 dated 08/17/2021

All improvements, including Developer Improvements (as noted in Section 5), that lie within the public right-of-way or easements and are improvements listed in Minnesota Statutes, Section 429.021 (hereinafter **“Public Improvements”**) will be designed by the Developer and must be approved by the City Engineer. The Developer will prepare plans and specifications for Public Improvements which shall be approved by the City Engineer. Such approvals shall not be unreasonably withheld, and the City shall approve or provide Developer with necessary revision comments within thirty (30) calendar days of Developer submittal of Public Improvement plans and specifications. The City will perform all construction inspection for the Public Improvements, at the Developer’s expense. Construction inspection includes but is not limited to inspection, documentation, and monitoring.

The City will design, and construct Akron Avenue and any public improvements located within the Akron Avenue right-of-way or easement, south of the project northerly east/west minor collector road to the south border of the plat, the cost of which shall be evenly split among the City, the Developer and the University of Minnesota (the **“University”**), with each responsible for one-third of the cost. The City agrees that the Developer’s portion of the cost shall be assessed against the land in Phase 2 of the development and reapportioned across units and/or land in Phase 2, at the sole discretion of the Developer. Developer must submit a petition to the City, pursuant to Minnesota Statutes section 429.031, requesting the costs to be assessed and sign an agreement to waive all of its Chapter 429 procedural and substantive rights to challenge the assessments. The City agrees that the University’s portion of the cost shall be deferred until such time as development commences on the land immediately south of the Subject Property or if no development commences within 15 years the University Administration will seek Board of Regents approval to pay such deferred costs at the time. The City shall commence such construction no later than Spring 2023 and shall complete such construction no later than December 31, 2023.

The Developer will install the Akron Avenue extension between the southern terminus of the Dakota County Road project and the southerly point of the east/west road intersection with Akron Avenue, at the Developer's cost. The Developer shall receive a dollar-for-dollar credit for this cost. The credit shall be applied toward the Developer's one-third share of the cost of Akron Avenue described in the preceding paragraph. Akron Avenue extension plans must be submitted for City review and approval prior to commencement of any grading or infrastructure work commencing.

The Developer will construct Auburn Avenue from County Road 42 to the southerly point of the east/west minor collector road, at its expense. The Developer has the option to construct the extension of Auburn Avenue from the southerly point of the east/west minor collector road to the Amber Fields southern border under a private contract, or to petition the City to construct it. If the Developer elects to have the City construct it, the cost shall be assessed against the land in Phase 2 of the development and reapportioned across units and/or land in Phase 2, at the sole discretion of the Developer, and Developer must submit a petition to the City, pursuant to Minnesota Statutes section 429.031, requesting the costs to be assessed and sign an agreement to waive all of its Chapter 429 procedural and substantive rights to challenge the assessments. The City acknowledges the timeframe for construction of Auburn Avenue shall be flexible so as to coincide with the completion of mining activities on the adjacent parcel. The City further agrees that the Amber Fields development and occupancy of the Subject Property shall not be inhibited in any way by construction of Auburn Avenue. Building permits for Outlot M will not be issued until 2023. Easement for Auburn Avenue from County Road 42 south to 148th Street adjacent to the Subject Property will be granted to the City by the University in a separate action at the same time as the Final Plat approval.

5. **Installation by Developer.** The Developer shall install or cause to be installed and pay for the following within all phases of the project as reflected herein and subsequent subdivision agreements unless expressly noted otherwise.
- A. Surveying and staking
 - B. Surface improvements (paved streets, sidewalks, trails, etc.)
 - C. Water main improvements
 - D. Sanitary sewer improvements
 - E. Storm sewer improvements
 - F. Setting of lot and block monuments
 - G. Gas, electric, telecommunications, and cable lines
 - H. Site grading
 - I. Landscaping
 - J. Streetlights
 - K. Other items as necessary to complete the development as stipulated herein or in other agreements signed by Developer.

Developer is required to obtain all necessary permits as required by regulatory agencies and other levels of government beyond the City of Rosemount.

6. **Time of Performance.** The pavement wear course shall be completed within one year of the first lift installation for all public roads. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date, if any.

Future subdivision agreements for each final plat will determine the final timing for necessary public improvements prior to release of building permits for each phase.

7. [This Section Intentionally Left Blank]

8. [This Section Intentionally Left Blank]

9. **Security for Developer Improvements.** To guarantee compliance with the terms of this Agreement, payment of the costs of all Developer Improvements, and construction of all Developer Improvements (as noted in Section 5), the Developer shall furnish the City with a cash deposit or irrevocable letter of credit from a local bank (“**security**”) in the amount of Five-Million, Nine-Hundred Sixty-Six Thousand, Six-Hundred Twelve Dollars (\$5,966,612). The amount of the security was calculated as follows:

	Cost	110%
Grading & Erosion Control	N/A	N/A
Pond Restoration and Erosion Control Removal	\$25,000	\$27,500
Survey Monumentation	\$0	\$0
Landscaping (778 trees)	\$233,400	\$256,740
Street Lighting	\$80,000	\$88,000
	Cost	125%
Surface Improvements	\$994,810	\$1,243,513
Water Main Improvements	\$901,624	\$1,127,031
Sanitary Sewer Improvements	\$2,086,378	\$2,607,973
Storm Sewer Improvements	\$492,685	\$615,856
Total	\$4,813,897	\$5,966,612

Refer to Exhibit A and Exhibit B for an explanation of each item.

The City and the Developer agree that the security described in this Agreement is for grading of the site and construction of the east/west spine road with utilities, Auburn Avenue from County Road 42 to south of intersection with 148th Street with utilities, and Akron Avenue from end of Dakota County project to south of intersection with east/west spine road with utilities. The subdivision agreement required for each final plat of a project phase shall include the security requirements applicable to that final plat of the project phase. Security for utility and street work shall be secured by a letter of credit from a local bank or other security in the amount of 125% of estimated costs. Grading costs shall be secured by a letter of credit from a local bank or other security on the basis of \$3,500 per acre of disturbed land area.

The bank and form of the letter of credit or other security shall be subject to the approval of the City Administrator. The letter of credit shall be automatically renewable until the City releases the developer from responsibility under this Agreement with respect to the items in the chart above. The letter of credit shall secure compliance with all terms of this Agreement and all obligations of the Developer under it. The City may draw down on the letter of credit without notice if the obligations of the Developer have not been completed, as required by this Agreement. In the event of a default under this Agreement by the Developer, the City shall furnish the Developer with written notice by certified mail of Developer’s default(s) under the terms of this Agreement. If the Developer does not remove said default(s) within 30 days of receiving the notice, the City may draw on the letter of credit and take such steps as it deems necessary to remedy the default. Developer may request an extension of the 30-day cure period, which the City has the discretion to approve or deny in its reasonable judgment. With City approval, the letter of credit shall be reduced from time to time as financial obligations are paid and Developer Improvements and other Developer obligations are completed to the City’s requirements.

Within ten (10) business days of the date of the reduction request, the City shall begin a review the request. Processing of an approval of said requests will be dependent on the level of detailed information submitted to the City by the Developer, and from time to time the Developer may be required to provide supplemental information to substantiate a request. The City will act in good faith to process and approve reduction requests in a reasonable and timely fashion

10. **Grading Plan/Site Grading.** Site grading shall be completed by the Developer at its cost and approved by the City Engineer. The Developer shall obtain a site grading permit and submit appropriate plans, necessary permits, and sureties prior to commencement of initial site grading. The completion of grading activities will need to be coordinated by the City in conjunction with the installation of utilities. Developer shall furnish the City Engineer satisfactory proof of payment for the site grading work and shall submit a certificate of survey of the development to the City as the site grading is completed by phase, with street and lot grades.
11. **License.** The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Subject Property to perform all work and inspections deemed appropriate by the City. Such license shall terminate as to each lot within the Subject Property upon acceptance by the City of the public infrastructure improvements.
12. **Erosion Control.** Prior to site grading, and before any utility construction is commenced or building permits are issued, an approved erosion control plan, to be submitted with the final grading plan for grading permit shall be implemented, inspected and approved by the City. All areas disturbed by the excavation and backfilling operations shall be reseeded within seventy-two (72) hours after the completion of the work in that area. Except as otherwise provided in the erosion control plan, seed shall be rye grass or other fast-growing seed suitable to the existing soil to provide a temporary ground cover as rapidly as possible. All seeded areas shall be mulched and disc-anchored as necessary for seed retention.

The parties recognize that time is critical in controlling erosion. If development does not comply with the erosion control plan and schedule, or supplementary instructions received from the City the City may take such action as it deems appropriate to control erosion. This right also applies to the required erosion control for basement and/or foundation excavation spoil piles. The City will attempt to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's or City's right or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work within thirty (30) business days after receipt of an invoice for the work, the City may draw down the letter of credit to pay such costs. No development will be allowed and no building permits will be issued unless the Subject Property is in full compliance with the erosion control requirements.

Costs for City inspection of onsite erosion shall be at the Developer's expense.

Notwithstanding the foregoing, the City agrees that the Developer shall have no continuing liability with respect to lots or any other portion of the Property as of the date that the Developer transfers each such portion of the Property to a builder. Developer shall follow MPCA required protocol for transfer of Stormwater Construction Permit responsibility to the new owner of each lot. The Developer is required to show proof of this assignment to the City. Until such time that the transfer of permit responsibility is presented to the City, the City will consider the Developer to remain responsible for required erosion and sediment control.

13. **Clean up.** The Developer shall clean streets of dirt and debris that has resulted from construction work by the Developer or its agents. The City will inspect the site on a weekly basis and determine whether it is necessary to take additional measures to clean dirt and debris from the streets Costs for City inspection

of onsite erosion and sediment control shall be at the Developer's expense. After a twenty-four (24) hour verbal or written notice to the Developer, the City will complete or contract to complete the clean-up at the Developer's expense. If the Developer does not reimburse the City for any cost the City incurred for such work within thirty (30) business days after receipt of an invoice for the work, the City may draw down the letter of credit to pay such costs. The Developer shall inspect and, if necessary, clean all catch basins, sumps, and ponding areas of erosion/siltation and restore to the original condition at the end of the home construction or completion of Developer's Improvements within each phase of this development. All silt fence and other erosion control should be removed following the establishment of turf. These items are to be secured through the letter of credit as is noted in Exhibit A.

14. **Ownership of Improvements.** Upon completion and City acceptance of the work and construction required by this Agreement, the Public Improvements lying within public rights-of-way and easements shall become City property without further notice or action unless the improvements are specifically identified herein as private infrastructure.
15. **Warranty.** The Developer warrants all work required to be performed by it against poor material and faulty workmanship for a period of two (2) years after its completion and acceptance by the City or such longer period as is specified in plans and specifications for Public Improvements.

All trees, grass and sod shall be warranted to be alive, of good quality and disease free for twenty-four (24) months after planting.

Vegetation surrounding ponds and/or wetlands shall be warranted to be alive, of good quality and weed free for three (3) years after planting.

For each pond/wetland in the development, the Developer shall provide to the City Engineer an inspection report by July 31 each year. that includes the following:

- A. Date of inspection
- B. Name of person responsible for inspection.
- C. Photos of the pond/wetland area confirming the vegetation is established as intended.
- D. Maintenance plan describing the required maintenance activities and tentative schedule.

Any required wetland reporting must comply with State WCA and the City's CWMP reporting rules.

16. **Responsibility for Costs.**
 - A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the Subject Property including, but not limited to, Soil and Water Conservation District charges, legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the subdivision and the plat, the preparation of this Agreement and any amendments hereto, and all costs and expenses incurred by the City in monitoring and inspecting the development of the Subject Property.
 - B. The Developer shall reimburse the City for costs incurred in the preparation and enforcement of this Agreement, including engineering and attorney's fees. Upon request, the City shall provide invoices, in reasonable detail, as to any such fees. The estimated City fees of \$759,879 shall be deposited with the City at the time this Agreement is signed, and represent the following amounts:

\$447,550	Engineering Fees (10% of construction estimate)
\$5,000	Attorney Fees
\$223,775	5% City Administrative Fees (5% based on developer's estimate)
\$14,400	Street Light Energy Cost
\$12,224	GIS Fees (\$120/acre)
\$33,830	Seal Coating
\$23,100	Trail Fog Sealing
\$759,879	Total Amount Due

If the actual City fees exceed this estimate, the Developer shall pay the additional costs to the City within thirty (30) business days after receipt of a written request from the City, which shall include an invoice, including itemized costs. If actual City fees are lower than this estimate, any surplus funds will be returned to the Developer when the project fund is reconciled and closed.

- C. The Developer shall pay in full all invoices submitted to it by the City for obligations incurred under this Agreement within thirty (30) business days after receipt. If the invoices are not paid on time, the City may halt development work and construction including, but not limited to, the issuance of building permits, assess costs, or pursue other appropriate and lawful remedies, until the past-due invoices are paid in full. Bills not paid within thirty (30) business days shall accrue interest at the rate of six percent (6%) per year.
 - D. The Developer shall pay all energy costs for street lights installed within the Subject Property for 24 months at a cost of \$30/month/light. After that, the City shall pay and be responsible for the energy costs.
 - E. The Developer will pay the cost of sealcoating the public streets within the development at a cost of \$1.70/SY. The sealcoating will be completed within three (3) years following wear course placement.
 - F. The Developer will pay the cost of fog sealing the public trails within the development at a cost of \$0.35/SF. The fog sealing will be completed within three (3) years following trail installation.
17. **Indemnification.** The Developer shall hold the City and its officers, agents and employees harmless from claims made by third parties for damages sustained or costs incurred resulting from plat or subdivision approval and development of the Subject Property, except for any costs or expenses arising from intentional acts or gross negligence of the City, or its agents, employees or contractors. The Developer shall indemnify the City and its officers, agents and employees for all costs, damages or expenses that the City may pay or incur in consequence of such claims, including attorney's fees.
18. **Insurance.** The Developer agrees to take out and maintain until six months after the City has accepted the Developer Improvements, commercial general liability insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its contractors or subcontractors. Liability limits shall be not less than \$2,000,000 per occurrence and \$3,000,000 annual aggregate and twice said limits when the claim arises out of the release or threatened release of a hazardous substance. To accomplish the above limits, an umbrella excess liability policy may be used. Developer must also maintain worker's compensation insurance with coverage amounts required by statute. The City shall be named as an additional insured on the commercial general liability policy or umbrella/excess insurance policy, if applicable. The Developer must provide a certificate of insurance to the City demonstrating compliance with the above. The certificate of insurance shall

provide that the City must be given the same advance written notice of the cancellation of the insurance as is afforded to the Developer.

19. Park, Utility Fees and Service Charges.

The Developer agrees to pay sanitary sewer trunk, water trunk, and stormwater area charges set forth in this Section prior to release of the final plat of each project phase. The sanitary sewer, water, and stormwater connection charges set forth in this Section shall be paid prior to building permit issuance on a per unit basis. The party requesting a building permit, not the Developer, shall be responsible for these connection charges. The rates for each of these items will be set according to the current rate structure for connection charges and trunk area charges at the time of final plat approval or receipt of a building permit and the fees will be adjusted based upon actual bid costs for road assessments. Park dedication fees or property in lieu of, will be addressed in each final plat of project phases as part of the subdivision agreement with the City, which shall be consistent with this Agreement.

- A. The fees, charges, and assessments in effect as of the date of this Agreement and estimated based upon the Developer-submitted plan dated 1/28/2022 (Mass Grading Plan) and 2/4/2022 (Street & Utility Infrastructure Plans for Akron Avenue, Auburn Avenue, and 148th Street) are stated in Exhibit B. The Developer shall receive a dollar-for-dollar credit for the cost of any oversizing to address regional stormwater facilities and infrastructure that the Developer constructs which provides regional service functionality for stormwater sources above and beyond those which originate within Amber Fields. Credits amounts to the Developer will be locked in at the dollar value for the year in which the corresponding infrastructure was installed.
- B. Park Dedication Fees: The Developer has illustrated a plan for land dedication as described on Exhibit D attached hereto. The City agrees that the land contribution fully satisfies the park dedication requirements for Phase 1, which includes the commercial portion of the project. The City agrees that the payment to fully satisfy the park dedication requirements for Phase 2 equals \$1,400,000. However, in lieu of all or a portion of that payment for park dedication, the Developer may provide public park enhancements described below around the large basin, all of which is west of Akron Avenue. These public park enhancements shall be at the Developer's cost, as part of the park dedication requirements for Phase 2. Plans and cost estimates for all park enhancements must be submitted to the City for review and approval prior to construction. Upon City approval the costs of the Developer installed park enhancements shall be counted dollar for dollar toward the park dedication requirements of Phase 2.

Per draft plans submitted, the Developer will install the following items:

Art feature
Nature based play area
Shelter structure
Playground
One additional active area amenity, in the location of the proposed amphitheater
Parking as depicted on the parks open space area exhibit dated 9/13/2021
Public Trails as determined by the City

The Developer will develop the plans for each park enhancement, provide cost estimates, grade the site, and install the park enhancements at its cost after final approval of the plan and structure(s) by the City. These improvements plus the cost of the park enhancements will exceed the required park dedication fees. Should the enhancements not be implemented, or the park enhancements plus land dedication, not equal the park dedication requirement for Phase 2, cash in lieu of park dedication will be required. Installation of park enhancements will

be documented in an agreement between the City and Developer for the park enhancements, costs, and timing of construction. The City will accept the park enhancements after final construction completion and inspection and full restoration of the site. The Developer will provide a one (1) year warranty to the City for all Developer-installed park enhancements and site improvements, including turf restoration and parking lot installation.

The Developer understands that builders will be required to pay for the Subject Property fees, charges and assessments in effect at the time of issuance of building permits. The rates for each of these items will be set according to the current rate structure at the time the building permit is received. The fees, charges, and assessments in effect as of the date of this Agreement are stated below. The City agrees that it shall collect such amounts with building permits and that the party requesting a building permit, not the Developer, shall be responsible for these charges.

- A. Metropolitan Council Environmental Services Availability Charges per SAC unit (current rate is \$2,485 per single-family home).
- B. Sanitary Sewer Availability Charges per SAC unit (currently at \$1,200/SAC unit).
- C. Water Availability Charges per WAC unit (currently at \$2,475/WAC unit for single-family residential and multi-family residential)
- D. Storm Sewer Connection Charges per unit.

20. **Certificates of Occupancy.** Unless otherwise authorized in writing by the City Chief Building Official, no certificates of occupancy shall be issued until:

- A. The site grading is completed and approved by the City.
- B. All public utilities are tested, approved by the City Engineer, and in service.
- C. All curbing is installed and backfilled.
- D. The first lift of bituminous is in place and approved by the City.
- E. All building permit fees for the lot requesting the occupancy permit are paid in full.
- F. No early building permits will be issued without prior authorization from the City Building Official.

The Developer in executing this Agreement, assumes all liability and costs for damage or delays incurred by the City in construction of Public Improvements caused by the Developer, its employees, contractors, subcontractors, material men or agents.

21. **Record Drawings.** At project completion, Developer shall submit record drawings of all public and private infrastructure improvements in accordance with the City's Engineering Guidelines. No securities will be fully released until all record drawings have been submitted and accepted by the City Engineer.

22. **Developer's Default.** In the event of default by the Developer as to any of the work to be performed by it hereunder, the City will furnish the Developer with written notice of such default by certified mail. If the Developer does not remove said default(s) within 30 days of receiving the notice, the City may, at its option, perform the work and the Developer shall reimburse the City for any expense incurred by the City, provided the Developer is first given notice of the work in default, no less than 48 hours in advance. Developer may request an extension of the 30-day cure period, which the City has the discretion to approve or deny in its reasonable judgment. 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 land. When the City does any such work to cure a default, the City may, in addition to its other remedies, draw on the letter of credit or other security described in Section 9, or levy the cost in whole or in part as a special assessment against portions of the Subject Property owned or managed by Developer.

Developer waives its rights to notice of hearing and hearing on such assessments and its right to appeal such assessments pursuant to Minnesota Statutes, Section 429.081.

23. Miscellaneous.

- A. The Developer represents to the City that the development of the Subject Property, the subdivision and the plat comply with all city, county, metropolitan, state and federal laws and regulations including, but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the City determines that the subdivision, or the plat, or the development of the Subject Property does not comply, the City may, at its option, refuse to allow construction or development work on the Subject Property until the Developer does comply. Upon the City's written demand, the Developer shall cease work until there is compliance.
- B. Third parties shall have no recourse against the City under this Agreement.
- C. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, including lots sold to third parties.
- D. If any portion, section, subsection, sentence, clause, paragraph or phase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- D. The action or inaction of a party shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. A party's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- E. This Agreement shall run with the land and shall be recorded against the title to the Subject Property. All terms and provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, representatives, successors, and assigns of the parties hereto and shall be binding upon all future owners of all or any part of the Subject Property and shall be deemed covenants running with the land. The terms and provisions of this Agreement shall not be binding upon the owners of individual units or residences built upon lots within the development and shall not be deemed to run with the title of the individual units or residences within the development. This provision does not release any future developer or the Developer's successors or assigns from the terms and provisions of this Agreement. The Developer shall take such steps, including execution of amendments to this Agreement, as are necessary to affect the recording hereof. After the Developer has completed the work required of it under this Agreement, at the Developer's request as to all or a portion of the Subject Property, the City will execute and deliver to the Developer the requested release(s).
- F. Each right, power or remedy herein conferred upon a party herein is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to such party, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by such party and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.
- G. The Developer may not assign this Agreement without the written permission of the City Council, except the Developer may assign this Agreement to Earl Street Partners II, LLC, a Minnesota limited liability company, without written permission from the City Council.

- H. The Developer acknowledges that the City may issue additional requirements outside of the 2015 General Specifications and Standard Detail Plates for Street and Utility Construction or the 2008 Engineering Guidelines as the City is in the process of updating these documents. The review process may require additional time and expense due to this process, which shall be the Developer's responsibility. The Developer shall not be billed for the time required for the City to update and approve their revisions to the 2015 General Specifications and Standard Detail Plates for Street and Utility Construction or the 2008 Engineering Guidelines.
- I. This Agreement includes all attachments, exhibits, and schedules, if any, attached to it, all of which are hereby made a part of this Agreement.
24. **Disclaimer of Relationship.** Nothing in this Agreement nor any act by the City or the Developer shall be deemed or construed by the City, the Developer, or any third party as creating any relationship of principal/agent, limited or general partner or joint venture between such parties.
25. **Notices.** Required notices to the Developer shall be in writing, and shall be either hand delivered to Mr. Mario Cocchiarella on behalf of the Developer, or mailed to the Developer by registered mail at the following address:

Maplewood Development and Construction, Inc
1128 Harmon Place
Suite 320
Minneapolis, MN 55403

A copy of each notice, whether hand delivered or mailed, to Developer shall be simultaneously delivered to Developer's legal counsel at both the physical address below and electronically to mgherty@felhaber.com.

Felhaber Larson
Attn: Molly Gherty
220 South Sixth Street, Suite 2200
Minneapolis, MN 55402

Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by registered mail in care of the City Administrator at the following address:

City Administrator
Rosemount City Hall
2875 145th Street West
Rosemount, Minnesota 55068

[Remainder of page intentionally left blank.]

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

CITY OF ROSEMOUNT

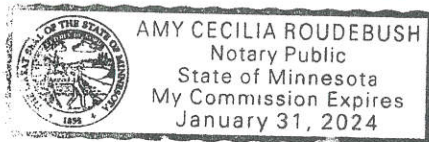
BY: William H. Droste
William H. Droste, Mayor

BY: Jessie Paque
Jessie Paque, Deputy City Clerk

STATE OF MINNESOTA)
) SS
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 11th day of March, 2022, by William H. Droste, Mayor, and Jessie Paque, Deputy City Clerk, of the City of Rosemount, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

[Signature]
Notary Public



MAPLEWOOD DEVELOPMENT AND
CONSTRUCTION, INC.

BY: [Signature]
Mario J. Cocchiarella, its President

STATE OF MINNESOTA)
) SS
COUNTY OF Dakota)

The foregoing instrument was acknowledged before me this 7th day of April, 2022 by Mario J. Cocchiarella, President of Maplewood Development and Construction, Inc., a Minnesota corporation, on behalf of said corporation.

[Signature]
Notary Public



Drafted By:
City of Rosemount
2875 145th Street West
Rosemount, MN 55068

EXHIBIT A

The following clarifies the various portions of the letter of credit for Developer Improvements that are outlined in the Subdivision Agreement; except, however, the City will accept the amounts attributed to grading and erosion control and pond restoration/erosion control removal from a contractor instead of the Developer.

Grading & Erosion Control – A restoration and erosion control bond to ensure re-vegetation and erosion control (\$3,500/acre). Note: The minimum surety amount is set at \$25,000.

Pond Restoration/Erosion Control Removal – A security to allow for cleaning of sedimentation ponds prior to City acceptance, and removal of any installed erosion control measures such as silt fence and wood fiber blanket following development of 75% of adjoining lots (estimated lump sum).

Survey Monumentation – An amount equal to 110% of the cost to monument all lots within the development.

Landscaping – An amount equal to 110% of the cost to complete the minimum required landscaping. If additional landscaping is planned, a surety for that cost is not required.

EXHIBIT B

(COMPUTATION AND SUMMARY OF DEVELOPMENT FEES)

Amber Fields
EXHIBIT B (Page 1 of 3)

Letter of Credit for Developer Improvements (due with signed agreement)

No.	Item	Cost	110%	Calculation
1	Grading and Erosion Control	N/A	N/A	\$3,000/ac x 135.36 acres = \$406,080. Minimum \$25,000. Provided separately.
2	Pond Restoration and Erosion Control Removal	\$ 25,000	\$ 27,500	Minimum \$25,000
3	Survey Monumentation	\$ -	\$ -	\$500/lot x 0 lots
4	Landscaping	\$ 233,400	\$ 256,740	Per City Planner (778 trees x \$300)
5	Street Lights	\$ 80,000	\$ 88,000	\$4,000/light x 20 lights (2 - Auburn, 14 - 148th, 4 - Akron)
6	Surface Improvements	\$ 994,810	\$ 1,243,513	125%
7	Water Main Improvements	\$ 901,624	\$ 1,127,031	125%
8	Sanitary Sewer Improvements	\$ 2,086,378	\$ 2,607,973	125%
9	Storm Sewer Improvements	\$ 492,685	\$ 615,856	125%
Total		\$ 4,813,897	\$ 5,966,612	

City Fees (due with signed agreement)

No.	Item	Cost	Calculation
	Estimated Construction Cost	\$ 4,475,497	Construction Estimate (Auburn Ave, 148th St, Akron Ave)
1	Engineering Fees	\$ 447,550	10% of Estimated Construction Cost
2	Attorney Fees	\$ 5,000	Estimate
3	5% City Administrative Fees	\$ 223,775	5% of Estimated Construction Cost
4	Street Light Energy Cost	\$ 14,400	20 lights x 24 months x \$30/month
5	GIS Fees	\$ 12,224	\$60/unit x 0 units, or \$120/acre - based on 101.864 acres (Outlot A, Outlot H, ROW-CSAH42, ROW-FUT 1, ROW-INTER 1)
6	Seal Coating	\$ 33,830	\$1.70/SY x 19,900 SY
7	Trail Fog Seal	\$ 23,100	\$0.35/SF x 66,000 SF
Total		\$ 759,878	

Phase 1 Development Fees (Apportioned to Outlots B-G & I-U and Payment Deferred to Final Platting of each Outlot)

See Page 3 of 3 for Detail

No.	Item	Cost	Calculation
1	Storm Sewer Trunk Charge	\$ 411,717	\$6,865/net developable acre x 56.454 acres = \$387,557 (Outlot A (9.32 acres w/in HWL), Outlot H (36.09 w/in HWL), ROW-CSAH42, ROW-FUT 1, ROW-FUT 2, ROW-INTER 1) Total Amber Fields \$6,865/net developable acre x 390.136 acres = \$2,678,284 Remaining to be paid - \$2,290,727
2	Sanitary Sewer Trunk Charge	\$ 113,287	\$1,075/acre x 101.864 acres = \$109,504 (Outlot A, Outlot H, ROW-CSAH42, ROW-FUT 1, ROW-FUT 2, ROW-INTER 1) Total Amber Fields \$1,075/acre x 435.546 acres = \$468,212 Remaining to be paid - \$358,708
3	Water Trunk Charge	\$ 684,991	\$6,500/acre x 101.864 acres = \$662,116 (Outlot A, Outlot H, ROW-CSAH42, ROW-FUT 1, ROW-FUT 2, ROW-INTER 1) Total Amber Fields \$6,500/acre x 435.546 acres = \$2,831,049 Remaining to be paid - \$2,168,933
4	Park Dedication	\$ -	Land in lieu of payment for Phase I
Total		\$ 1,209,995	

Amber Fields
EXHIBIT B (Page 2 of 3)

Totals		
Block	Lots	Units
Total	0	0
Total Plat Area = 435.546 acres		
Total Park Area = 0.000 acres		
Future Plat Area = 0.000 acres		
Developable Area * = 435.546 acres		
Ponding to HWL = 45.410 acres		
Net Developable Area = 390.136 acres		

* Excludes future plat and park areas (all outlots)

Block	Lot	Units	SQ FT	Acres
Outlot A			546,505	12.546
Outlot B			524,625	12.044
Outlot C			402,659	9.244
Outlot D			195,662	4.492
Outlot E			499,401	11.465
Outlot F			675,481	15.507
Outlot G			804,114	18.460
Outlot H			2,603,640	59.771
Outlot I			519,381	11.923
Outlot J			967,302	22.206
Outlot K			791,652	18.174
Outlot L			732,550	16.817
Outlot M			1,329,375	30.518
Outlot N			1,374,558	31.556
Outlot O			909,535	20.880
Outlot P			548,138	12.584
Outlot Q			881,305	20.232
Outlot R			623,412	14.312
Outlot S			1,846,870	42.398
Outlot T			351,417	8.067
Outlot U			404,451	9.285
ROW - CSAH 42			358,955	8.240
ROW - CR 73			525,850	12.072
ROW - FUT 1			819	0.019
ROW - FUT 2			153,282	3.519
ROW-INTER 1			401,445	9.216
				0.000
				0.000
				0.000
				0.000
				0.000
				0.000
				0.000
				0.000
Park				0.000
ROW			1,440,351	33.066
Total Boundary			18,972,384	435.546

Amber Fields
EXHIBIT B (Page 3 of 3)

Individual Outlot/ROW Calculations

Parcel	Phase	Area (SF)	Area (AC)	Portion of Total Area	Portion of Total Future Net Developed Area	All calculations based on City of Rosemount Adopted 2022 Trunk Rates (Subject to change over time. Actual charges based on rate in year when final subdivision and final platting					Subtotal	Comments	Apportioned Trunk Fees (Aggregate Totals for Outlot A, H, ROW CSAH 42, ROW CR 73, ROW FUT 1, ROW FUT 2, ROW INTER 1)			Subtotal	GRAND TOTAL (Estimated based on 2022 Rates)	Parcel
						SAC (\$1,075/Acre)	WAC (\$6,865/Acre)	STAC (\$6,500/Acre)	SAC	WAC			STAC	SAC	WAC			
Outlot A	1	546,505	12.548	2.88%	0.00%	\$13,486.98	\$1,549.19	\$22,148.69	\$117,182.85	Storm HWL = 9.32 ac (includes 2.73 ac wetland)	4,132.50	\$24,987.23	\$15,018.67	\$44,138.41	\$218,049.91	Outlot A		
Outlot B	1	524,625	12.044	2.77%	3.65%	\$12,947.01	\$78,284.26	\$82,680.23	\$173,911.50		3,171.77	\$19,178.15	\$11,527.10	\$33,877.01	\$167,357.18	Outlot B		
Outlot C	1	402,659	9.244	2.12%	2.80%	\$9,937.06	\$60,084.56	\$63,458.54	\$133,480.16		1,541.24	\$9,319.14	\$5,601.30	\$16,461.68	\$81,323.00	Outlot C		
Outlot D	1	195,662	4.402	1.03%	1.36%	\$4,828.67	\$29,196.58	\$30,636.08	\$64,861.32		3,933.81	\$23,785.85	\$14,296.57	\$42,016.23	\$207,586.06	Outlot D		
Outlot E	1	499,401	11.465	2.63%	3.47%	\$12,324.52	\$74,520.35	\$78,704.96	\$165,540.83		5,320.81	\$32,172.32	\$19,337.29	\$58,830.41	\$280,750.19	Outlot E		
Outlot F	1	675,481	15.507	3.56%	4.70%	\$16,669.93	\$100,794.92	\$106,454.94	\$223,919.78		6,334.06	\$38,208.95	\$23,019.72	\$67,652.73	\$334,213.93	Outlot F		
Outlot G	1	804,114	18.400	4.24%	5.59%	\$19,844.41	\$119,989.46	\$126,727.33	\$266,561.21			Not Applicable				Outlot G		
Outlot H	1	2,603,640	59.771	13.72%	0.00%	\$64,254.20	\$388,513.77	\$162,572.47	\$1,130,440	Storm HWL = 36.09 ac (includes 1.59 ac wetland)	4,091.20	\$24,737.47	\$14,868.55	\$43,697.21	\$215,870.35	Outlot H		
Outlot I	1	519,381	11.923	2.74%	3.61%	\$12,817.60	\$77,501.76	\$81,853.78	\$172,173.13		7,619.50	\$46,071.39	\$27,691.38	\$81,382.26	\$402,039.77	Outlot I		
Outlot J	1	967,302	22.206	5.10%	6.73%	\$23,871.66	\$144,340.29	\$152,445.55	\$262,430.09		6,235.89	\$37,705.40	\$22,662.97	\$66,604.26	\$329,034.35	Outlot J		
Outlot K	1	791,652	18.174	4.17%	5.09%	\$18,536.87	\$118,129.89	\$124,763.34	\$242,837.97		5,770.34	\$34,890.44	\$20,971.03	\$61,631.81	\$354,469.79	Outlot K		
Outlot L	1	732,550	16.817	3.86%	5.09%	\$18,078.31	\$109,310.72	\$115,448.94	\$440,683.54		10,471.57	\$63,316.47	\$38,056.00	\$111,844.64	\$552,528.18	Outlot L		
Outlot M	1	1,329,375	30.518	7.01%	9.24%	\$32,807.12	\$198,368.63	\$209,507.79	\$456,661.56		10,827.48	\$65,468.42	\$39,350.07	\$115,646.04	\$571,307.60	Outlot M		
Outlot N	2	1,374,558	31.556	7.25%	9.56%	\$33,922.17	\$205,110.81	\$216,628.57	\$501,507.93		7,164.46	\$43,320.48	\$26,037.66	\$76,522.14	\$378,030.07	Outlot N		
Outlot O	2	909,535	20.880	4.79%	6.32%	\$22,446.05	\$135,720.33	\$143,341.55	\$181,705.99		4,317.72	\$26,107.13	\$15,691.79	\$46,116.63	\$227,822.62	Outlot O		
Outlot P	2	548,138	12.584	2.89%	3.81%	\$13,527.28	\$81,792.86	\$86,385.84	\$181,705.99		6,942.09	\$41,975.46	\$25,229.50	\$74,147.06	\$366,296.83	Outlot P		
Outlot Q	2	881,305	20.232	4.65%	6.13%	\$21,749.38	\$131,507.86	\$138,892.54	\$292,149.78		4,910.66	\$29,692.34	\$17,846.69	\$52,449.68	\$259,108.75	Outlot Q		
Outlot R	3	623,412	14.312	3.29%	4.33%	\$15,984.94	\$83,025.21	\$98,248.93	\$206,659.07		14,547.91	\$87,964.11	\$52,871.16	\$155,383.18	\$767,614.65	Outlot R		
Outlot S	3	1,846,870	42.398	9.73%	12.64%	\$48,578.17	\$275,588.96	\$291,064.34	\$612,231.47		2,768.13	\$16,737.55	\$10,060.17	\$29,585.86	\$146,059.46	Outlot S		
Outlot T	3	351,417	8.067	1.85%	2.44%	\$8,672.48	\$52,438.26	\$53,382.87	\$116,493.61		3,185.89	\$19,263.50	\$11,578.40	\$34,027.78	\$168,101.98	Outlot T		
Outlot U	3	404,451	9.285	2.13%	2.61%	\$9,829.29	\$60,351.96	\$63,740.96	\$134,074.21			Not Applicable				Outlot U		
ROW - CSAH 42	1	358,955	8.240	1.89%	0.00%	\$8,668.51	\$53,563.07	\$59,570.85	\$118,992.43			Not Applicable				ROW - CSAH 42		
ROW - CR 73	1	525,850	12.072	2.77%	0.00%	\$12,917.24	\$78,467.06	\$82,873.28	\$174,317.58			Not Applicable				ROW - CR 73		
ROW - FUT 1	1	819	0.019	0.00%	0.00%	\$20.21	\$122.21	\$24,157.05	\$24,157.05			Not Applicable				ROW - FUT 1		
ROW - FUT 2	1	153,282	3.519	0.61%	0.00%	\$3,782.79	\$22,872.66	\$63,287.22	\$63,287.22			Not Applicable				ROW - FUT 2		
ROW-INTER 1	1	401,445	9.216	2.12%	0.00%	\$9,907.10	\$59,903.41	\$63,287.22	\$133,077.73			Not Applicable				ROW-INTER 1		
TOTAL		18,972,364	435.55	100.00%	100.00%	\$468,211.96	\$2,831,049.04	\$2,678,283.68	\$5,977,544.67							\$5,977,544.67		

Aggregate Trunk Fees - Phase 1 (Highlighted Outlots & ROWs)

\$113,287.03	\$684,991.37	\$411,716.62
SAC	WAC	STAC
\$1,075.00	\$6,500.00	\$6,885.00

NOTE: All calculations based on City of Rosemount Adopted 2022 Trunk Rates (Subject to change over time. Actual charges based on rate in year when final subdivision and final platting occur)

Future Net Developed Acres (Total area minus Outlot A, H, ROW CSAH 42, ROW CR 73, ROW FUT 1, ROW FUT 2, ROW INTER 1)	330.163
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EXHIBIT C

(APPROVED PRELIMINARY PLAT & PUD RESOLUTIONS)

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2022-12

**A RESOLUTION AMENDING CITY COUNCIL RESOLUTION 2021-73 APPROVING THE
PRELIMINARY PLAT FOR AMBER FIELDS
(OUTLOT PLAT)**

WHEREAS, Maplewood Development, Inc. (Applicant) has submitted applications to the City of Rosemount for a Preliminary Plat concerning property legally described as follows:

The Southwest Quarter of Section 27, Township 115, Range 19, Dakota County, Minnesota; AND

That part of the Southeast Quarter of Section 28, Township 115, Range 19, Dakota County, Minnesota, which lies Easterly of the following described line and its extensions: Commencing at the Northeast corner of said Southeast Quarter; thence South 89 degrees 48 minutes 43 seconds West, assumed bearing along the North line of said Southeast Quarter, a distance of 1058.90 feet to the point of beginning of the line to be described; thence South 18 degrees 23 minutes 48 seconds West, a distance of 1211.64 feet; thence South 07 degrees 11 minutes 26 seconds East, a distance of 1472.46 feet; thence South 75 degrees 07 minutes 52 seconds East, a distance of 126.03 feet to the intersection with the South line of said Southeast Quarter and said line there terminating; AND

That part of the Northeast Quarter of the Northeast Quarter of Section 33, Township 115, Range 19, Dakota County, Minnesota, which lies Northeasterly of the following described line and its extensions: Commencing at the Northeast corner of said Northeast Quarter of the Northeast Quarter; thence South 00 degrees 11 minutes 58 seconds West, assumed bearing along the East line of said Northeast Quarter of the Northeast Quarter, a distance of 800.63 feet to the point of beginning of the line to be described; thence North 81 degrees 23 minutes 25 seconds West, a distance of 40.76 feet; thence North 38 degrees 17 minutes 54 seconds West, a distance of 819.06 feet; thence North 75 degrees 07 minutes 52 seconds West, a distance of 580.25 feet to the intersection with the North line of said Northeast Quarter of the Northeast Quarter and said line there terminating; AND

That part of the Northwest Quarter of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 34, Township 115, Range 19, Dakota County, Minnesota which lies northeasterly and easterly of the following described line and its extensions: Commencing at the Northwest corner of said Northwest Quarter of the Northwest Quarter of Section 34; thence South 00 degrees 11 minutes 58 second West, assumed bearing along the west line of said Northwest Quarter of the Northwest Quarter, a distance of 800.63 feet to a point to be hereafter referred to as "Point A"; thence continue South 00 degree 11 minutes 58 seconds West along the west line of said Northwest Quarter of the Northwest Quarter a distance of 912.75 feet; thence North 89 degrees 51 minutes 14 seconds East a distance of 647.18 feet; thence North 00 degrees 11 minutes 58 seconds East along a line hereafter referred to as "Line C" a distance of 813.16 feet to a point hereafter referred to as "Point B"; thence North 81 degrees 23 minutes 25 seconds West a distance of 654.21 to said "Point A" and being the point of beginning of the line to be described; thence return South 81 degrees 23 minutes 25 seconds East a distance of 654.21 feet to said "Point B"; thence South 00 degrees 11 minutes 58 seconds West along said "Line C" a distance of 98.20 feet; thence Southeasterly a distance of 910.60 feet along a non-tangential curve concave to the Southwest, having a radius of 2175.00 feet, a central angle of 23 degrees 59 minutes 16 seconds, and a chord which bears South 60 degrees 11 minutes 46 seconds East; thence South 48 degrees 12 minutes 08 seconds East, tangent to the last described curve, a distance of 219.58 feet; thence North 41 degrees 47 minutes 52 seconds East, a distance of 25.00 feet; thence South 48 degrees 12 minutes 08 seconds East, a distance 480.74 feet; thence Southeasterly a distance of 818.83 feet along a tangential curve concave to the Northeast, having a radius of 3225.00 feet, a central angle of 14 degrees 32 minutes 51 seconds, and a chord which bears South 55 degrees 28 minutes 33 seconds East to a point on the east line of said Southeast Quarter of the Northwest Quarter distant 1021.52 feet south of the northeast corner of said Southeast Quarter of the Northwest Quarter as measured along said east line and said line there terminating; AND

That part of the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Southeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 34, Township 115, Range 19, Dakota County, Minnesota, which lies northeasterly and northerly of the following described line and its extensions: Beginning at a point on the west line of said Southwest Quarter of the Northeast Quarter distant 1021.52 feet south of the northwest corner of said Southwest Quarter of the Northeast Quarter as measured along said west line; thence Southeasterly a distance of 1517.16 feet along a non-

tangential curve concave to the Northeast, having a radius of 3225.00 feet, a central angle of 26 degrees 57 minutes 14 seconds, and a chord which bears South 76 degrees 13 minutes 36 seconds East, assuming the west line of the Northwest Quarter of the Northwest Quarter of said Section 34 bears South 00 degrees 11 minutes 58 seconds West, to the intersection with the south line of the North 50.00 feet of said Northeast Quarter of the Southeast Quarter; thence South 89 degrees 42 minutes 13 seconds East, tangent to the last described curve and along said South line of the North 50.00 feet of the Northeast Quarter of the Southeast Quarter, a distance of 1185.84 feet to the east line of said Northeast Quarter of the Southeast Quarter and said line there terminating; AND

The Southeast Quarter of the Northeast Quarter of Section 34, Township 115, Range 19, Dakota County, Minnesota; AND

The West 840.00 feet of the Northwest Quarter of the Northeast Quarter of Section 34, Township 115, Range 19, Dakota County, Minnesota, which lies southerly of the north 181.30 feet thereof; AND

The Northeast Quarter of the Northwest Quarter of Section 34, Township 115, Range 19, Dakota County, Minnesota.

WHEREAS, on August 24, 2021, the Planning Commission of the City of Rosemount reviewed the Preliminary Plat for Amber Fields (Outlot Plat); and

WHEREAS, on August 24, 2021, the Planning Commission recommended approval of the Preliminary Plat for Amber Fields (Outlot Plat), subject to conditions; and

WHEREAS, on September 7, 2021, the City Council of the City of Rosemount reviewed the Planning Commission's recommendations and approved the Preliminary Plat for Amber Fields (Outlot Plat) by Resolution 2021-73; and

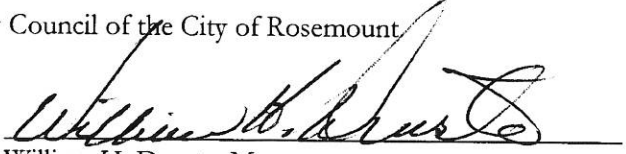
WHEREAS, the applicant and City have continued to discuss the project and determined that some of the Amber Fields conditions should be modified to address construction timing and phasing; and

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Rosemount hereby approves the revised Resolution 2021-73 conditions of approval;

- 1) Approval of a Planned Unit Development master plan and rezoning the subject property.
- 2) Conformance with all requirements of the City Engineer as detailed in the attached memorandum dated August 20, 2021 (and associated storm water review memorandum dated August 18, 2021).
- 3) Conformance with all requirements of the Parks and Recreation Director as detailed in the attached memorandum dated August 19, 2021 and subject to further review comments from the Parks and Recreation Commission at its August 23, 2021 meeting.
- 4) Drainage and utility easements must be dedicated over all ponding areas as required by the City Engineer.
- 5) Dedication of the planned Auburn Avenue right-of-way or road easement adjacent to the subject property from County Road 42 to south of the east-west minor collector road with the Amber Fields outlot plat or prior to the recording of the plat. The remainder of the Auburn right of way or road easement will be dedicated prior to installation of the remainder of Auburn Road.
- 6) Dedication of right-of-way for Akron Avenue as required by City and Dakota County.
- 7) Compliance with all required conditions of approval by the Dakota County Plat Commission.
- 8) Conformance with all PUD Master Development Plan conditions pertaining to preliminary plat revisions or approval a final plat.
- 9) Execution of a subdivision agreement prior to the recording of the final outlot plat. The

- subdivision agreement will address the overall development fees to be collected from the developer, park dedication requirements, Phase 1 utility work, Phase 1 grading work, and the installation of other required public infrastructure including collector and future county roads.
- 10) The development of individual outlots will require a separate subdivision agreement with each future final plat.
 - 11) Future preliminary plats allowing development within each outlot area shall include lot dimensions and area calculations. The Amber Fields PUD Master Development Plan approval is based on the typical lot standards described in the approved development plans.
 - 12) Conservation easements shall be dedicated over all wetland areas.

ADOPTED this 31st day of January 2022, by the City Council of the City of Rosemount


William H. Droste, Mayor

ATTEST:


Erin Fasbender, City Clerk

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2022-13

**A RESOLUTION AMENDING CITY COUNCIL RESOLUTION 2021-74 APPROVING
THE PLANNED UNIT DEVELOPMENT (PUD) MASTER DEVELOPMENT PLAN WITH
REZONING AND FINAL PUD PLAN FOR AMBER FIELDS**

WHEREAS, the Community Development Department of the City of Rosemount received a request for a Planned Unit Development Master Development Plan with Rezoning and Final PUD Plan from Maplewood Development, Inc., concerning property legally described as:

The Southwest Quarter of Section 27, Township 115, Range 19, Dakota County, Minnesota; AND

That part of the Southeast Quarter of Section 28, Township 115, Range 19, Dakota County, Minnesota, which lies Easterly of the following described line and its extensions: Commencing at the Northeast corner of said Southeast Quarter; thence South 89 degrees 48 minutes 43 seconds West, assumed bearing along the North line of said Southeast Quarter, a distance of 1058.90 feet to the point of beginning of the line to be described; thence South 18 degrees 23 minutes 48 seconds West, a distance of 1211.64 feet; thence South 07 degrees 11 minutes 26 seconds East, a distance of 1472.46 feet; thence South 75 degrees 07 minutes 52 seconds East, a distance of 126.03 feet to the intersection with the South line of said Southeast Quarter and said line there terminating; AND

That part of the Northeast Quarter of the Northeast Quarter of Section 33, Township 115, Range 19, Dakota County, Minnesota, which lies Northeasterly of the following described line and its extensions: Commencing at the Northeast corner of said Northeast Quarter of the Northeast Quarter; thence South 00 degrees 11 minutes 58 seconds West, assumed bearing along the East line of said Northeast Quarter of the Northeast Quarter, a distance of 800.63 feet to the point of beginning of the line to be described; thence North 81 degrees 23 minutes 25 seconds West, a distance of 40.76 feet; thence North 38 degrees 17 minutes 54 seconds West, a distance of 819.06 feet; thence North 75 degrees 07 minutes 52 seconds West, a distance of 580.25 feet to the intersection with the North line of said Northeast Quarter of the Northeast Quarter and said line there terminating; AND

That part of the Northwest Quarter of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 34, Township 115, Range 19, Dakota County, Minnesota which lies northeasterly and easterly of the following described line and its extensions: Commencing at the Northwest corner of said Northwest Quarter of the Northwest Quarter of Section 34; thence South 00 degrees 11 minutes 58 second West, assumed bearing along the west line of said Northwest Quarter of the Northwest Quarter, a distance of 800.63 feet to a point to be hereafter referred to as "Point A"; thence continue South 00 degree 11 minutes 58 seconds West along the west line of said Northwest Quarter of the Northwest Quarter a distance of 912.75 feet; thence North 89 degrees 51 minutes 14 seconds East a distance of 647.18 feet; thence North 00 degrees 11 minutes 58 seconds East along a line hereafter referred to as "Line C" a distance of 813.16 feet to a point hereafter referred to as "Point B"; thence North 81 degrees 23 minutes 25 seconds West a distance of 654.21 to said "Point A" and being the point of beginning of the line to be described; thence return South 81 degrees 23 minutes 25 seconds East a distance of 654.21 feet to said "Point B"; thence South 00 degrees 11 minutes 58 seconds West along said "Line C" a distance of 98.20 feet; thence Southeasterly a distance of 910.60 feet along a non-tangential curve concave to the Southwest, having a radius of 2175.00 feet, a central angle of 23 degrees 59 minutes 16 seconds, and a chord which bears South 60 degrees 11 minutes 46 seconds East; thence South 48 degrees 12 minutes 08 seconds East, tangent to the last described curve, a distance of 219.58 feet; thence North 41 degrees 47 minutes 52 seconds East, a distance of 25.00 feet; thence South 48 degrees 12 minutes 08 seconds East, a distance 480.74 feet; thence Southeasterly a distance of 818.83 feet along a tangential curve concave to the Northeast, having a radius of 3225.00 feet, a central angle of 14 degrees 32 minutes 51 seconds, and a chord which bears South 55 degrees 28 minutes 33 seconds East to a point on the east line of said Southeast Quarter of the Northwest Quarter distant 1021.52 feet south of the northeast corner of said Southeast Quarter of the Northwest Quarter as measured along said east line and said line there terminating; AND

That part of the Southwest Quarter of the Northeast Quarter and the Northwest Quarter of the Southeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 34, Township 115, Range 19, Dakota County, Minnesota, which lies northeasterly and northerly of the following described line and its extensions: Beginning at a point on the west line of said Southwest Quarter of the Northeast Quarter distant 1021.52 feet south of the

northwest corner of said Southwest Quarter of the Northeast Quarter as measured along said west line; thence Southeasterly a distance of 1517.16 feet along a non-tangential curve concave to the Northeast, having a radius of 3225.00 feet, a central angle of 26 degrees 57 minutes 14 seconds, and a chord which bears South 76 degrees 13 minutes 36 seconds East, assuming the west line of the Northwest Quarter of the Northwest Quarter of said Section 34 bears South 00 degrees 11 minutes 58 seconds West, to the intersection with the south line of the North 50.00 feet of said Northeast Quarter of the Southeast Quarter; thence South 89 degrees 42 minutes 13 seconds East, tangent to the last described curve and along said South line of the North 50.00 feet of the Northeast Quarter of the Southeast Quarter, a distance of 1185.84 feet to the east line of said Northeast Quarter of the Southeast Quarter and said line there terminating; AND

The Southeast Quarter of the Northeast Quarter of Section 34, Township 115, Range 19, Dakota County, Minnesota; AND

The West 840.00 feet of the Northwest Quarter of the Northeast Quarter of Section 34, Township 115, Range 19, Dakota County, Minnesota, which lies southerly of the north 181.30 feet thereof; AND

The Northeast Quarter of the Northwest Quarter of Section 34, Township 115, Range 19, Dakota County, Minnesota.

WHEREAS, on July 27, 2021 the Planning Commission of the City of Rosemount held a public hearing, reviewed the PUD Master Development Plan with Rezoning and Final PUD Plans for Amber Fields, and tabled the request to continue its review at a future meeting; and

WHEREAS, on August 24, 2021 the Planning Commission held a public hearing and recommended approval of the PUD Master Development Plan with Rezoning and Final PUD Plans for Amber Fields, subject to conditions; and

WHEREAS, on September 7, 2021 the City Council of the City of Rosemount reviewed the Planning Commission's recommendations and approved the Planned Unit Development (PUD) Master Development Plan and Final PUD Plans for Amber Fields and the Rezoning from AGR – Agricultural Research to R1 PUD – Low Density Residential PUD, R3 PUD – Moderate Density Residential PUD, R4 PUD – High Density Residential PUD, C4 PUD – General Commercial PUD, and PI PUD – Public Institutional PUD, with conditions by Resolution 2021-74; and

WHEREAS, the applicant and City have discussed the timing and phasing of project infrastructure and determined that conditions of approval should be modified to reflect the agreements.

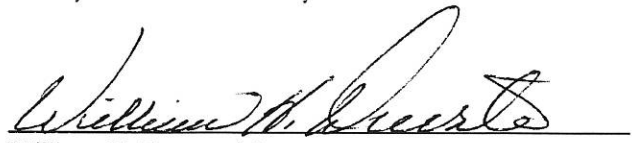
NOW, THEREFORE, BE IT RESOLVED, the Council of the City of Rosemount hereby approves the revised Resolution 2021-74 conditions of approval;

- a) The front elevation design of all residential buildings shall include one of the following elements:
 - i) Three and a half (3.5) feet of brick or stone wainscoting, excluding doors, windows or the wall behind the front porch;
 - ii) LP Board and Batten siding;
 - iii) A front porch with railing that extends at least 30% of the width of the front elevation, including the garage;
 - iv) A side entry garage;
 - v) Or, no more than 70% lap siding, excluding doors and windows.

- b) A deviation from City Code Section 11-4-5 F.1. to reduce the interior lot minimum area of 10,000 to 6,500 square feet and corner lot minimum area from 12,000 to 8,500 square feet.
- c) A deviation from City Code Section 11-4-5 F.2. to reduce the minimum lot width to forty-five (45) feet for interior and fifty-five (55) feet for corner lots.
- d) A deviation from City Code Section 11-4-5 F.4. to reduce the front yard setback to twenty-five (25) feet.
- e) A deviation from City Code Section 11-4-5 F.5. to reduce the side yard setback to five (5) feet for garages, ten (10) feet for the dwelling portion of a structure, and ten (10) feet for the site street of a corner lot for 55 and 65-foot wide lots. The side yard setback for interior lots may be reduced to five (5) feet for both sides of an interior lot on 45-foot wide lots. As an alternative, a side yard setback of 7.5 feet for interior lots (both sides) may be used.
- f) A deviation from City Code Section 11-4-5 F.9. to reduce the maximum lot coverage to fifty-five percent (55%) for lots less than 8,000 square feet, fifty percent (50%) for lots between 8,000 and 9,000 square feet, forty-five percent (45%) for lots between 9,000 and 10,000 square feet, and forty percent (40%) for lots over 10,000 square feet.
- g) A deviation from City Code Section 11-4-5 F.6. to reduce the minimum rear yard setback to 20 feet.
- h) A deviation from the City Code Section 11-4-8 to allow single-family detached residential structures within Outlot F, which will be zoned R-3 PUD Moderate Density Residential PUD. The setbacks and dimensional standards shall adhere to the underlying zoning district and will follow the general standards for townhouse units; however, the PUD will permit single-family structures to be constructed on lots that are a minimum of 30 feet wide.
- i) A deviation from the City Code to allow a mix of residential units on the western portion of the area zoned C4 PUD.
- j) Approval of the Amber Fields/UMore MUR Comprehensive Plan Amendment by the Metropolitan Council.
- k) Trees installed on individual lots shall be planted in the front yard in a location that does not interfere with curb stops or individual sewer or water connections.
- l) Conformance with all requirements of the City Engineer as detailed in the attached memorandum dated August 20, 2021 (and associated storm water review memorandum dated August 18, 2021).
- m) Conformance with all requirements of the Parks and Recreation Director as detailed in the attached memorandum dated August 19, 2021 and subject to further review comments from the Parks and Recreation Commission at its August 23, 2021 meeting. The park plan is subject to approval of Parks and Recreation Department. The overall land to be dedicated, fees paid in lieu of land dedication, or developer reimbursements/credit for installed public improvements will be calculated as part of a subdivision agreement.
- n) All required development fees, included but not limited to trunk sewer, water, and storm water area fees shall be paid by the developer or collected with the future platting of individual outlots.
- o) The developer shall provide the City with a public access easement for all trails not on public property.

- p) The PUD plans shall be updated to include a bituminous trail matching the trails presently within the Auburn Avenue and Abbeyfield Avenue rights-of-way north of Highway 42.
- q) Parking shall be prohibited on all private streets serving townhouses outside of the overflow parking stalls outside of driving lanes. No parking signs shall be installed along the private streets.
- r) Individual parks for public use to be platted as outlots and dedicated to City with any adjacent outlot development or with the overall outlot plat.
- s) The developer shall construct an extension of Akron Avenue from the limits of the Dakota County Akron Avenue signalization project to south of the intersection of Akron Avenue and the east/west minor collector road with the Phase 1 improvements.
- t) The timing and responsibility for the construction of Akron Avenue south of Phase 1 shall be determined as part of a subdivision agreement for the outlot plat and Phase 1 public improvements.
- u) The construction of Auburn Avenue from County Road 42 to south of the east/west minor collector road intersection will occur with Phase I of the project. Timing for installation of the remainder of Auburn Avenue will be determined during approvals of Phase II .
- v) The PUD plans shall be updated to include an exhibit documenting the location of the Dakota Aggregates large scale mineral extraction operation and ancillary use area and Dakota County Technical College in relation to the Amber Fields PUD.
- w) The developer shall work with the City to name all public streets and parks within the PUD area. The outlot plat will include the name of the northern east/west minor collector road.
- x) The PUD plans shall be updated to include a potential alignment of a regional trail through Outlots Q, U and T or as otherwise approved by the Parks and Recreation Director.
- y) Submission of an updated landscape plan that complies with all applicable requirements of the landscape and tree preservation and protection ordinance and that include an accounting of all replacement trees within the plan.

ADOPTED this 31st day of January 2022 by the City Council of the City of Rosemount.


William H. Droste, Mayor

ATTEST:



Erin Fasbender, City Clerk

EXHIBIT D

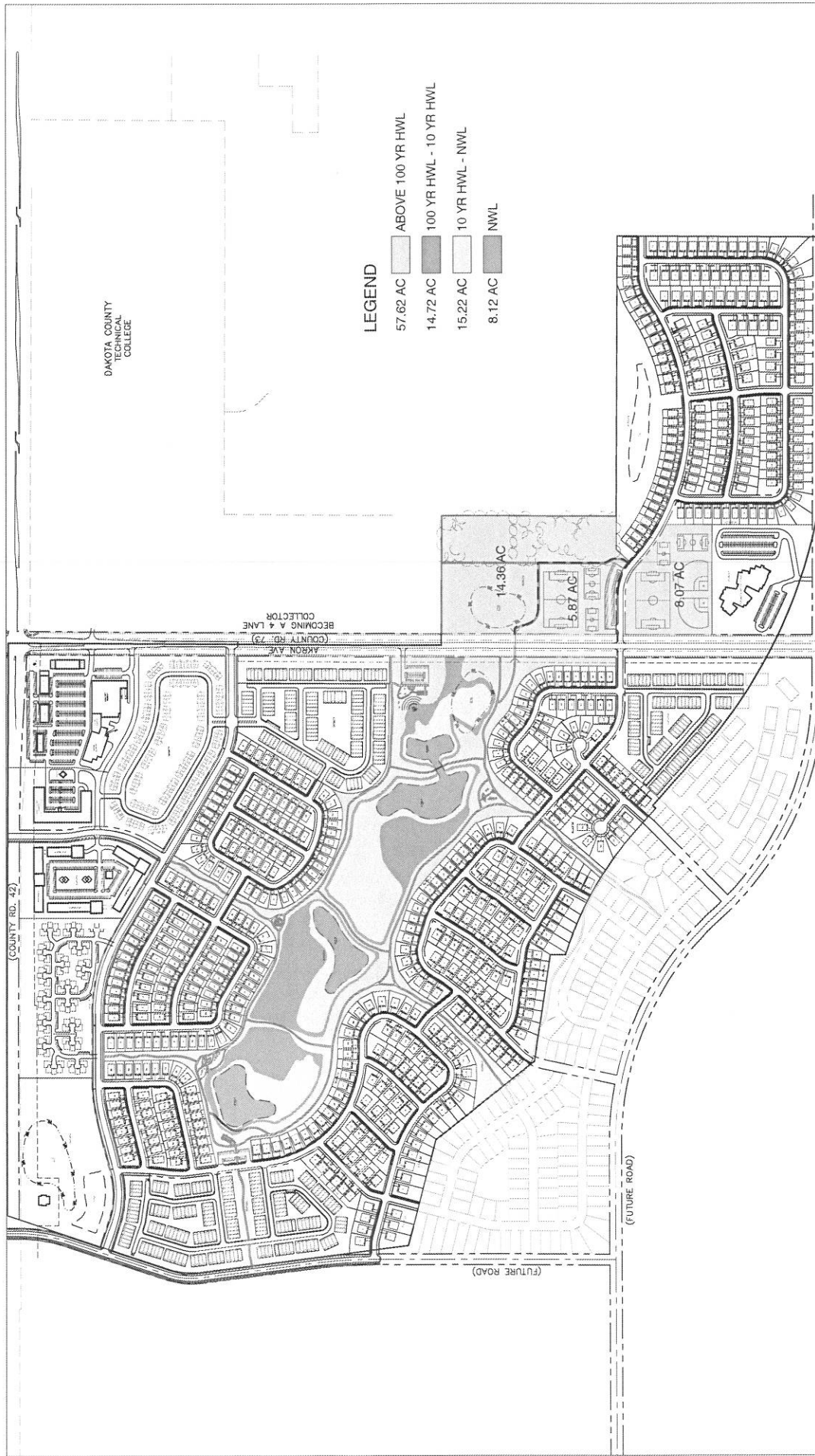
(PHASE 1 PARK DEDICATION CHART)



AREA	ZONING CLASS	TYPE	ACRES	%	UNITS	UNITS PER ACRE
SINGLE FAMILY						
F.	R-2 MODERATE DENSITY RESIDENTIAL	SINGLE FAMILY	11.38	2.61%	47	4.13
G.	R-2 MODERATE DENSITY RESIDENTIAL	SINGLE FAMILY	18.22	4.18%	74	4.06
H.	R-2 MODERATE DENSITY RESIDENTIAL	SINGLE FAMILY	19.93	4.58%	88	4.41
K.	R-2 MODERATE DENSITY RESIDENTIAL	SINGLE FAMILY	27.61	6.34%	85	3.08
L.	R-2 MODERATE DENSITY RESIDENTIAL	SINGLE FAMILY	30.38	6.97%	99	3.26
M.	R-2 MODERATE DENSITY RESIDENTIAL	SINGLE FAMILY	20.41	4.69%	73	3.58
P.	R-2 MODERATE DENSITY RESIDENTIAL	SINGLE FAMILY	20.42	4.69%	81	3.97
Q.	R-2 MODERATE DENSITY RESIDENTIAL	SINGLE FAMILY	27.31	6.27%	91	3.33
		TOTAL	175.63	40.32%		638
MULTI-FAMILY						
A1.	R-3 MEDIUM DENSITY RESIDENTIAL	SENIOR HOUSING	5.01	1.15%	110	21.96
C.	R-4 HIGH DENSITY RESIDENTIAL	APARTMENTS	9.21	2.11%	390	42.36
D.	R-4 HIGH DENSITY RESIDENTIAL	APARTMENTS	14.46	3.32%	240	16.60
		TOTAL	28.68	6.58%	740	
TOWNHOMES						
B.	R-3 MEDIUM DENSITY RESIDENTIAL	TOWNHOUSE	16.18	3.72%	161	9.95
E.	R-3 MEDIUM DENSITY RESIDENTIAL	TOWNHOUSE	10.59	2.43%	90	9.35
I.	R-3 MEDIUM DENSITY RESIDENTIAL	TOWNHOUSE	15.54	3.57%	144	9.27
J.	R-3 MEDIUM DENSITY RESIDENTIAL	TOWNHOUSE	6.23	1.89%	78	9.48
N.	R-3 MEDIUM DENSITY RESIDENTIAL	TOWNHOUSE	11.58	2.61%	109	9.52
		TOTAL	61.91	14.21%	588	
NON-RESIDENTIAL						
A.	C-4 GENERAL COMMERCIAL	COMMERCIAL	11.58	2.75%		
O.	P1 PUBLIC / INSTITUTIONAL	SCHOOL	19.84	4.53%		
		TOTAL	31.62	7.31%		
PARKS AND OPEN SPACE						
		TOTAL	90.58	20.60%		
STORMWATER MANAGEMENT						
P1		POND/INFIL	1.13	0.26%		
P2		POND/INFIL	1.79	0.41%		
P3		POND/INFIL	1.70	0.39%		
P4		POND/INFIL	3.51	0.81%		
P5		POND/INFIL	1.53	0.35%		
		TOTAL	9.66	2.22%		
WETLANDS						
W-1		WETLAND	2.73	0.63%		
W-2		WETLAND	1.70	0.39%		
W-3		WETLAND	1.67	0.38%		
		TOTAL	6.10	1.40%		
R.O.W DEDICATION						
		GRAND TOTAL	31.16	7.16%		
			435.55	100.00%	1966	

- R-2 MODERATE DENSITY RESIDENTIAL
- R-3 MEDIUM DENSITY RESIDENTIAL
- R-4 HIGH DENSITY RESIDENTIAL
- C-4 GENERAL COMMERCIAL
- P1 - PUBLIC / INSTITUTIONAL
- PARKS AND OPEN SPACE
- STORMWATER MANAGEMENT

MASTER PLAN AMBER FIELDS | ROSEMOUNT, MN



UMORE PARK AT AMBER FIELDS - PARK OPEN SPACE AREA EXHIBIT

UMORE PARK | ROSEMOUNT, MN

ATTACHMENT ONE

Amber Fields Final Plat

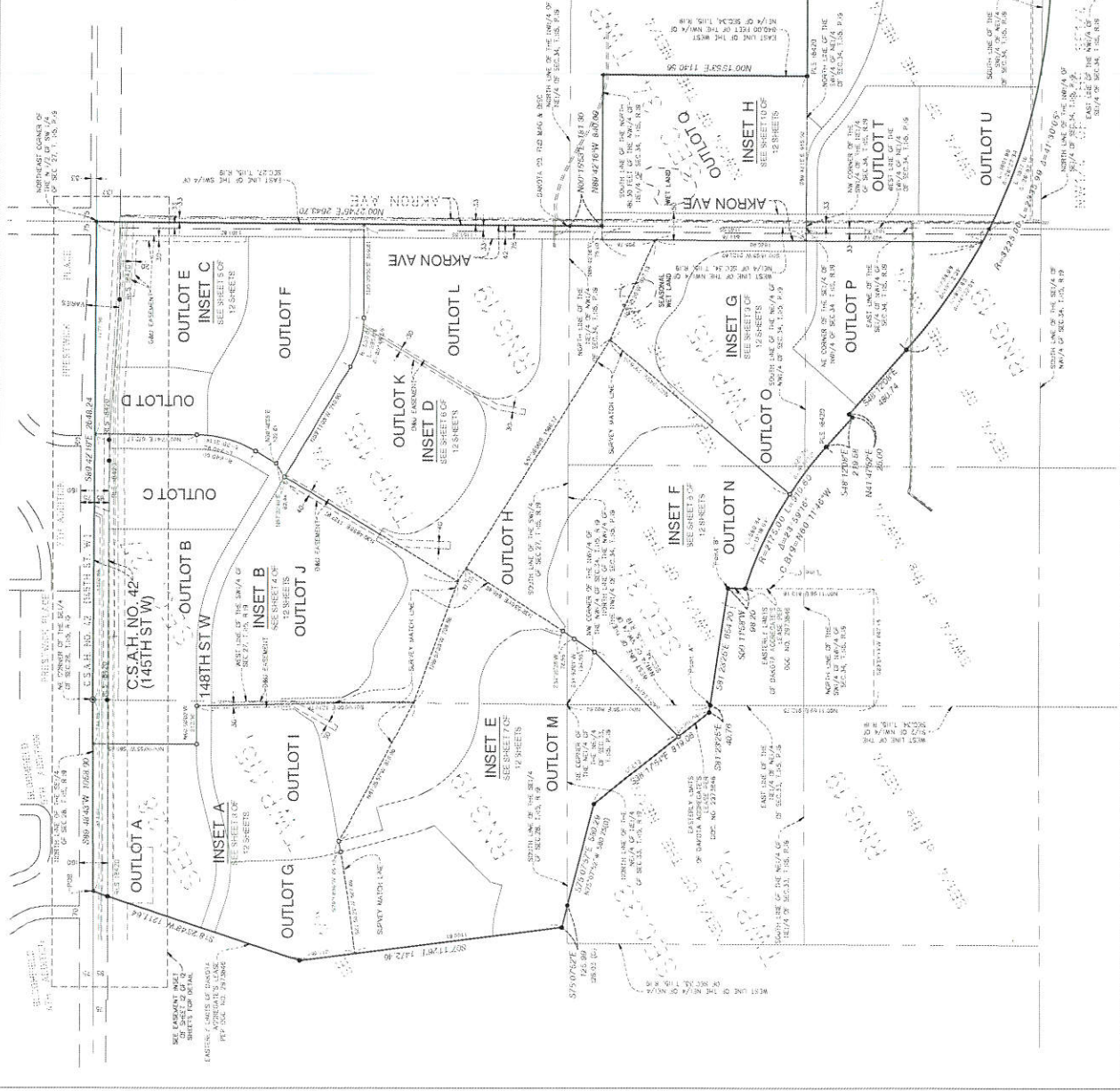
AMBER FIELDS

My Commitment to QACAP

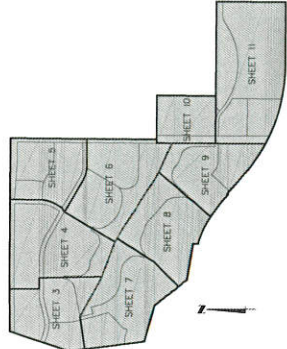
Arny A. Kootne County Recorder



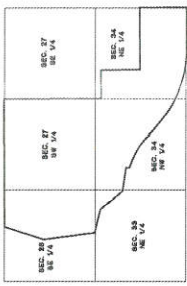
AMBER FIELDS



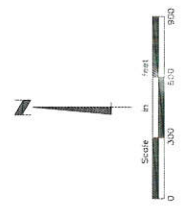
KEYMAP
NOT TO SCALE



VICINITY MAP
SECTION 27, T10S, R10E
NOT TO SCALE



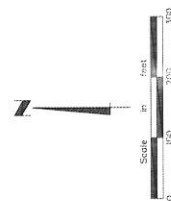
- THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 27, T10S, R10E IS ASSUMED TO HAVE A BEARING OF S59°42'19"E
- Denotes monument found 1/2 inch iron pipe marked as shown
 - Denotes monument found 1/2 inch iron pipe marked by license no. 4410 unless otherwise shown
 - ▲ Denotes Map Not Set
 - ▲ Denotes Found Map Not Set
 - Denotes Dakota County CM



[illegible]

THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 115, RANGE 19 IS ASSUMED TO HAVE A BEARING OF $589^{\circ}42'19''$ E

- Denotes monument found 1/2 inch flat: 50¢ marked as shown
- Denotes 1/2 inch x 18 inch iron monument: set marked by license no. 44110 unless otherwise shown
- ▲ Denotes Mag No: Set
- ◆ Denotes Found Mag Nail
- ⊙ Denotes Dakota County CM

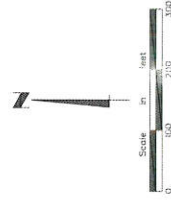
 ALLIANT

AMBER FIELDS



THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 11S, RANGE 18 IS ASSUMED TO HAVE A BEARING OF S89°42'19"E

- Denotes monument found 1/2 inch from place marked as shown
- Denotes 1/2 inch x 18 inch iron monument set marked by license no. 44110 unless otherwise shown
- ▲ Denotes Mag Nail Set
- ◆ Denotes Found Mag Nail
- ◆ Denotes Dakota County CM

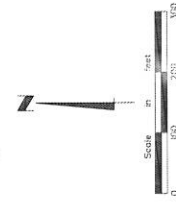


AMBER FIELDS INSET C



THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 15S, RANGE 19S IS ASSUMED TO HAVE A BEARING OF S89°42'19" E

- Denotes monument found 1/2 inch iron pipe marked as shown
- Denotes 1/2 inch x 18 inch iron monument set marked by license no. 44113 unless otherwise shown
- ▲ Denotes Map Nail Set
- ▲ Denotes Found Map Nail
- Denotes Dakota County CM



AMBER FIELDS

INSET D

The map displays three parcels:

- OUTLOT K**: Located on the left side of the map.
- OUTLOT L**: Located in the center-top area.
- OUTLOT H**: Located on the right side of the map.

Key features and boundaries include:

- Akron Ave**: A road running horizontally across the top of the parcels.
- Seasonal Wet Land**: An area indicated on the right side of Outlot H.
- Easements**: Several areas are designated as easements, including "DRAIN EASEMENT", "UTILITY EASEMENT", and "EASEMENT FOR DRIVE".
- Survey Data**: Numerous bearings (e.g., N07°45'E, S89°16'10"W) and distances (e.g., 150.57'±, 100.00') define the parcel boundaries and internal divisions.
- Curves**: Several curved boundaries are shown with their respective radii and arc lengths (e.g., R=120.00' L=144.82').
- Utilities**: A "WATER MAIN" is shown running diagonally through the parcels.

- Denotes monument found 1/2 inch from pole marked as shown
- Denotes 1/2 inch x 18 inch iron monument set marked by license no. 44110 unless otherwise shown
- △ Denotes Mag Nail Set
- ▲ Denotes Found Mag Nail
- ◆ Denotes Dakota County CM



**AMBER FIELDS
INSET E**

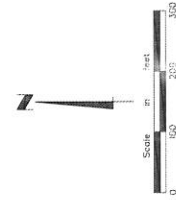
The map displays three distinct land parcels labeled OUTLOT G, OUTLOT H, and OUTLOT M, each with its own boundary survey details.

- OUTLOT G:** Located at the bottom left, it features a complex polygonal boundary. Key survey points include bearings such as S07°17'20"E 110.0 R/L and S75°07'53"E 580.49. The total area is noted as 86.94± AC.
- OUTLOT H:** Situated in the upper middle section, it is bounded by a curved line and several straight segments. It shares a boundary with OUTLOT G to the south and OUTLOT M to the east. Its area is listed as 1,000.00± AC.
- OUTLOT M:** Positioned on the right side of the map, it is a large parcel with a long eastern boundary defined by a bearing of S08°17'54"E 800.12. It also shares a boundary with OUTLOT H to the west. The area is given as 1,000.00± AC.

Additional map features include:

- A dashed line representing the "DAVEY MAP 107 LINE" running along the northern and western edges.
- Various corner markers and specific survey measurements (e.g., S07°17'20"E 110.0 R/L, S75°07'53"E 580.49) defining the boundaries.
- Area calculations provided for each outlot: 86.94± AC. for Outlot G, and 1,000.00± AC. for both Outlot H and Outlot M.

- Denotes monument found 1/2 inch from edge marked as shown
- Denotes 1/2 inch x 18 inch iron monument set marked by license no. 4410 unless otherwise shown
- ▲ Denotes Mag. Naz. Set
- △ Denotes Found Mag. Nail
- ⊕ Denotes Dakota County CM



- Denotes monument found 1/2 inch iron pipe marked as shown
- Denotes 1/2 inch x 18 inch iron monument set marked by license no. 44110 unless otherwise shown
- △ Denotes Mag. Not Set
- ▲ Denotes Found Mag. Not
- ⊙ Denotes Dakota County CM

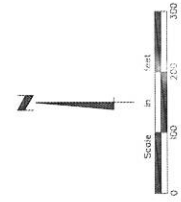


AMBER FIELDS INSET G

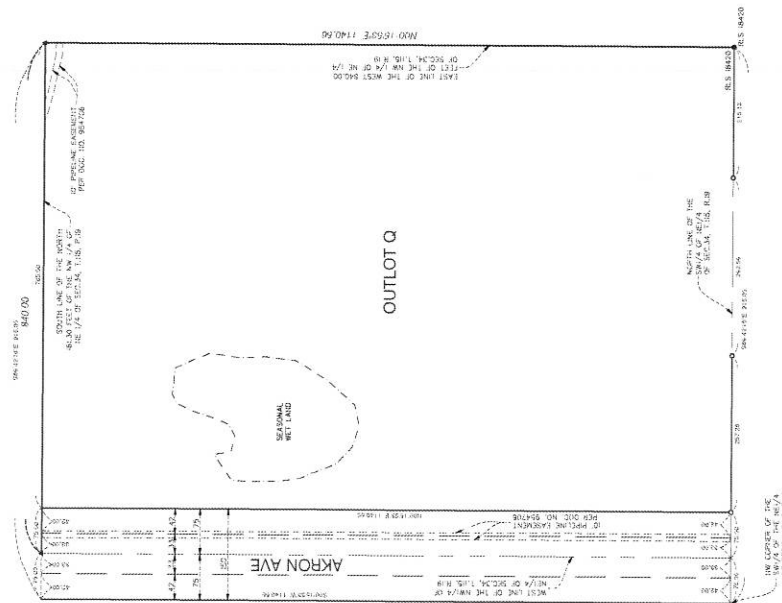


THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 18, RANGE 19 IS ASSUMED TO HAVE A BEARING OF S89°42'19" E

- Denotes monument found 1/2 inch iron pipe marked as shown
- Denotes 1/2 inch x 18 inch iron monument set marked by license no. 44119 unless otherwise shown
- ▲ Denotes Map Nail Set
- ▲ Denotes Found Map Nail
- Denotes Dakota County CM

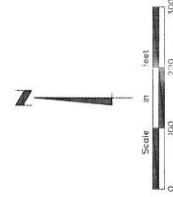


AMBER FIELDS INSETH



THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16, T12S, R12E, IS ASSUMED TO HAVE A BEARING OF S89°42'18"E

- Denotes monument found 1/2 inch iron pipe marked as shown
- Denotes 1/2 inch iron monument set marked by license no. 4410 unless otherwise shown
- ▲ Denotes Map No. 3 Set
- ▲ Denotes Found Map No. 3
- Denotes Dakota County CM



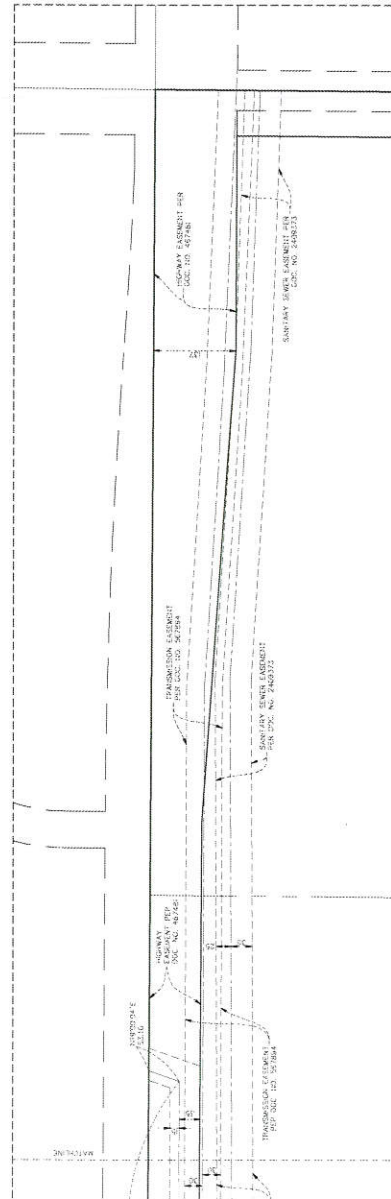
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THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 11S, RANGE 19 IS ASSUMED TO HAVE A BEARING OF S89°42'19"E

- Denotes monument found 1/2 inch iron pipe marked as shown
- Denotes 1/2 inch x 18 inch iron monument set marked by license no. 44110 unless otherwise shown
- ▲ Denotes Mag Nail Set
- △ Denotes Found Mag Nail
- ⊙ Denotes Dakota County C/M

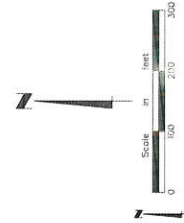


AMBER FIELDS EASEMENT INSET



THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 10, T42N, R10E, IS ASSUMED TO HAVE A BEARING OF S89°42'18"E

- Denotes monument found 1/2 inch from pole
- Denotes monument found 1/2 inch from pole marked as above
- △ Denotes monument found 1/2 inch from pole marked as above
- ▲ Denotes Monument Set
- ◆ Denotes Found Monument
- ⊙ Denotes Dakota County DM



City Council Regular Meeting: November 6, 2023

AGENDA ITEM: 2024 Street Improvement Project, 2024-01, Approve Engineering Services Proposal and Order Feasibility Report	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Brian Erickson, City Engineer	AGENDA NO. 6.h.
ATTACHMENTS: Map, Resolution, TKDA Proposal	APPROVED BY: NAE, LJM
RECOMMENDED ACTION: Motion to: 1. Approve Proposal for Engineering Services for the 2024 Street Improvement Project, City Project 2024-01; and 2. Adopt a Resolution Authorizing the Preparation of a Feasibility Report for the 2024 Street Improvement Project, City Project 2024-01	

BACKGROUND

The 2024 Street Improvement Project (SIP), City Project 2024-01, is part of the 2023 - 2032 Capital Improvement Plan. The streets were identified for this improvement through the city's pavement management program as shown in the attached map. The project is proposed to rehabilitate the pavement, repair damaged curb and spot repair utilities as needed.

TKDA has provided a proposal to perform the design work on this project. TKDA is familiar with the City of Rosemount and previously worked on the 2019 Street Improvement Project. Their proposal includes \$79,478 and 709 hours of direct effort along with \$29,588 in planned subconsultant work and was selected as the best technical proposal from a total of 3 proposals. This proposal will provide the necessary engineering effort to complete the feasibility report, pavement analysis, preliminary and final design, bidding and construction administration and material testing for the 2024 SIP.

The project scope includes pavement rehabilitation of the following streets:

- Claret Avenue between 151st Street W and 155th Street W
- Chokecherry Avenue between 152nd Street W and 153rd Street W
- Chokecherry Avenue between 154th Street W and 155th Street W
- Columbarry Circle between 153rd Street W and the cul-de-sac
- Circle Avenue between 153rd Street W and 154th Street W
- Columbia Way between 153rd Street W and 155th Street W
- 152nd Street W between Claret Avenue and Chippendale Avenue
- 153rd Street W between Shannon Parkway and Chokecherry Avenue

- 154th Street W between the western cul-de-sac and Chokecherry Avenue
- 143rd Street W between Cameo Avenue and Minnesota Highway 3
- Cameo Avenue between 143rd Street W and 145th Street W

The attached resolution orders preparation of a feasibility report which is a necessary step under the Minnesota Statutes Chapter 429. This chapter specifies the actions that must be taken in order to assess property owners for all or a portion of the cost of local improvements. The feasibility report will provide information regarding whether the proposed improvements are necessary, cost-effective and feasible. The report may also look at opportunities to split the project into two phases of construction to allow flexibility in funding and completing the work.

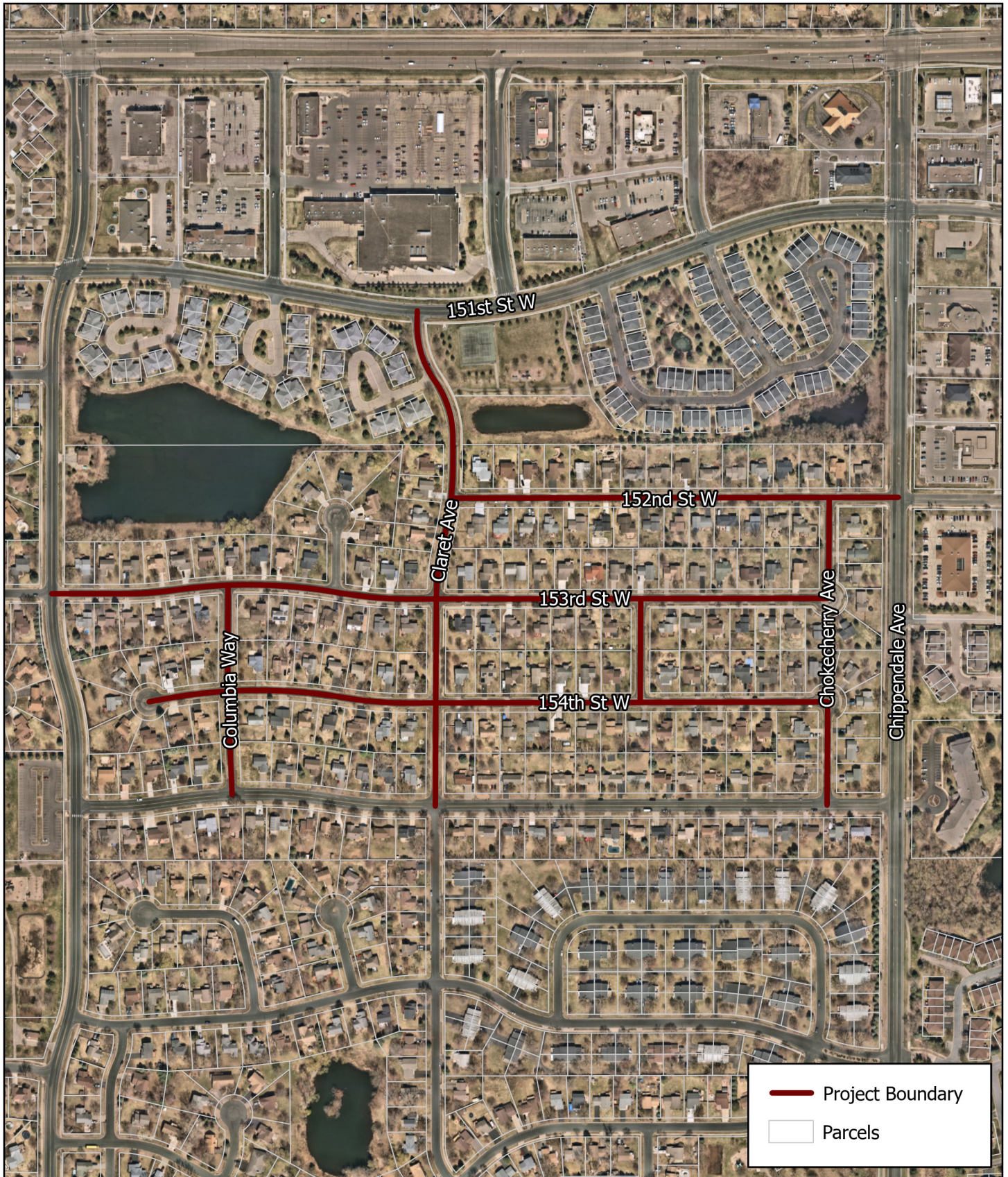
Upcoming major milestones for this project are detailed below:

- Feasibility Report - November 27, 2023
- Improvement Hearing/Order Improvement - December 19, 2023
- Final Design - January 2024
- Accept Design/Order Ad for Bids - February 20, 2024
- Award Construction Contract March 19, 2024
- Assessment Hearing April 16, 2024
- Construction Start - June 2024
- Substantial Completion - Summer/Fall 2024

It should be noted that the contractor will be allowed some flexibility with a start date. However, once started, they will be required to execute their work in an expeditious manner.

RECOMMENDATION

Staff recommends Council accept the proposal for engineering services from TDKA and adopt a resolution to authorize the preparation of a feasibility report for the 2024 Street Improvement Project, City Project 2024-01.





**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2023 – XX

**A RESOLUTION AUTHORIZING THE PREPARATION
OF A FEASIBILITY REPORT FOR THE
2024 STREET IMPROVEMENT PROJECT
CITY PROJECT 2024-01**

WHEREAS, it is proposed to improve the following streets with pavement rehabilitation:

- Claret Avenue between 151st Street W and 155th Street W
- Chokecherry Avenue between 152nd Street W and 153rd Street W
- Chokecherry Avenue between 154th Street W and 155th Street W
- Columbar Circle between 153rd Street W and the cul-de-sac
- Circle Avenue between 153rd Street W and 154th Street W
- Columbia Way between 153rd Street W and 155th Street W
- 152nd Street W between Claret Avenue and Chippendale Avenue
- 153rd Street W between Shannon Parkway and Chokecherry Avenue
- 154th Street W between the western cul-de-sac and Chokecherry Avenue
- 143rd Street W between Cameo Avenue and Minnesota Highway 3
- Cameo Avenue between 143rd Street W and 145th Street W, and;

WHEREAS, it is proposed to assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429.

NOW THEREFORE BE IT RESOLVED, that the proposed improvement, called 2024 Street Improvement Project (City Project 2024-01), be referred to the City Engineer for study and that the City Engineer is instructed to report to the Council with all convenient speed advising the Council in a preliminary way as to whether the proposed improvement is necessary, cost effective and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for the affected parcels.

ADOPTED this 6th day of November, 2023.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk



October 26, 2023

Via Email Only: brian.erickson@rosemountmn.gov

Mr. Brian Erickson, PE
City Engineer
City of Rosemount
2875 145th Street West
Rosemount, Minnesota 55068-4997

Re: Proposal for Engineering Services
2024 Street Improvement Project, City Project 2024-01

Dear Mr. Erickson:

Thank you for considering TKDA for Engineering Services in connection with the 2024 Street Improvement Project. Our services will be provided in the manner described in this Proposal subject to the terms and conditions set forth in the attached "General Provisions of Engineer-Architect Agreement" dated July 2009. Hereinafter, the City of Rosemount is referred to as the City.

I. PROJECT DESCRIPTION

The City is planning for street improvements in the summer of 2024 for two areas. The first area is located west of Chippendale and south of 151st Street. The second area is west of Robert Trail and north of 145th Street. It is anticipated the Project will be a mill and overlay or pavement reclamation. This would be confirmed based on pavement analysis. As part of the Project, damaged curb will be removed and replaced as necessary. The Project will also include upgrading pedestrian ramps as needed and removal and replacement of damaged sidewalk segments within the Project area. The street improvements will be assessed to benefitting property owners and must, therefore, follow MN Statue Chapter 429 as well as City policy. The bidding for the work should occur in January or February of 2024 with construction work occurring in the summer of 2024.



II. QUALIFICATIONS AND EXPERIENCE

Firm Overview

TKDA is committed to providing our clients with exceptional service while managing time and budget expectations. Our expert team of engineers, architects, and planners work collaboratively on designs and deliverables that are comprehensive, effective, efficient, and stand the test of time.

As a 100 percent employee-owned S Corporation founded in 1910, TKDA has a local and national reputation for excellence built on more than 113 years of industry experience. Our 380-plus employee owners bring the same attention to detail and high standards to every project, no matter the scope or size. Local community projects, public agencies, and private industries are all served well by our multidisciplinary teams ready to implement the vision of our clients and stakeholders, while upholding rigorous safety standards and industry guidelines.

Headquartered in Saint Paul, Minnesota, with offices across the country, our employee owners build our brand by investing their talents to help our communities where we work and live.

Key Personnel

The TKDA team is comprised of familiar faces to serve the City of Rosemount. Larry Poppler is proposed as Project Manager. He assisted the City of Rosemount on several street improvement projects from 2018 – 2020. Mark Byers will be responsible for day-to-day work on the project with the assistance of graduate engineers and technicians. Inspection will be performed by a qualified graduate engineer or technician with oversight from Mark and Larry.

Larry Poppler, PE, Registered Engineer / Project Manager. Civil Engineer Larry Poppler has served as City Engineer, Project Manager, Inspections Director, and Project Engineer on street, water supply systems, and civil site design projects for over 26 years, with 15 of those years at the City of Prior Lake. He has developed and implemented capital improvements for communities; established policies and standards; and provided MnDOT State Aid administration and asset management. He has managed multiple consultants and staff members to assist with project design, inspection, surveying, studies, and infrastructure management. He is a skillful communicator with extensive experience in city council and neighborhood meetings.



Similar Experience:

- 2018 Street Improvements, Rosemount
- 2019 Street Improvements, Rosemount
- Victoria Curve Street Improvements, Mendota Heights
- Centre Pointe Street Improvements, Mendota Heights
- Arden Oaks Street Improvements, Arden Hills

Mark Byers, PE, Registered Engineer. Civil Engineer, Mark Byers has been involved in transportation, watermain, sanitary sewer, water resources, erosion control, surveying, and site design for 19 years for public and private clients. Mark is proficient in both the design and inspection of municipal projects. He is proficient in AutoCAD Civil 3D. He uses his field experience to produce quality plans and contract documents. Mark will lead the day-to-day work on this project and provide guidance on construction inspection.



Similar Experience:

- Victoria Curve Street Improvements, Mendota Heights
- Centre Pointe Street Improvements, Mendota Heights
- 2019 Street Improvements, Rosemount

III. SERVICES TO BE PROVIDED BY TKDA

Based on TKDA's understanding of the Project, we propose to provide the following services:

A. FEASIBILITY REPORT FOLLOWING MN STATUTE CHAPTER 429 AND CITY POLICY

A Feasibility Report will be prepared in accordance with MN Statue Chapter 429 and City policy, and will incorporate, at a minimum, the following sections: existing conditions, proposed improvements, estimated costs, quantity breakdown, Project funding, preliminary assessment roll, assessment calculation, conclusions, recommendations on feasibility, pavement analysis, photographs, figures, and drawings.

B. DESIGN

1. Survey – Survey work will include GPS survey as necessary for any pedestrian curb ramp areas and rim elevations of surface utilities within the pavement if needed. The surveying will also locate several property pins as a check of the right-of-way corridors.
2. Pavement Analysis – Pavement analysis assuming a minimum of 10 cores within the Project area with shallow borings. Subconsultant American Engineering Testing (AET) will provide these services under subcontract to TKDA (see attached proposal). For an additional fee, AET provides several other options for pavement analysis. We would recommend option #2 for this Project since the City may be considering reclamation.
3. Public Meetings – A neighborhood meeting is planned as well as a public hearing. TKDA will prepare exhibits and attend these meetings (3 meetings).
4. Plans and Specifications – Prepare detailed design for an anticipated mill and overlay or reclamation project using “GIS – Grade” plan sheets. For bidding purposes, an educated estimate of curb removal and replacement will be incorporated in the plans but will not specifically locate sections of curb and gutter replacement. The plans and specifications will be set up to bid portions of the work as an alternate, giving the City flexibility for inclusion in 2024 or a future year. Specifications will follow MnDOT 2020 specifications and the City of Rosemount 2023 standard specifications.
5. Private Utility Coordination – As a pavement project, private utilities should not be much of an issue, but TKDA will distribute the plans and specifications for private utility coordination and in accordance with State Statute.
6. Bidding – Bidding services will be provided including distribution of plans, maintaining plan holders list, responding to questions, issuing addenda, facilitating the bid opening, tabulating bids, and preparing a contract award recommendation letter.
7. Assessment Roll – The preliminary assessment roll is part of the Feasibility Report. In preparation for an assessment hearing, the assessment roll will be updated to include current property ownership. An assessment recommendation letter will be prepared.

C. CONSTRUCTION

1. Construction Observation – Perform construction observation of the Street Improvement Project in the summer of 2024. For the purposes of the Proposal, ten weeks were assumed, with a construction week consisting of 40 hours. TKDA shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.
2. Material Testing – Material testing will include testing of bituminous as well as concrete in accordance with MnDOT and City of Rosemount specifications. Subconsultant AET will provide these services under subcontract to TKDA. (see attached proposal)



3. Construction Administration – Construction administration will include progress payments, final payments, change orders, construction meetings, communications, and contract closeout (preparation of punchlist, reconciliation of quantities, walkthroughs, warranty inspection, and the as-built drawings).

IV. ADDITIONAL SERVICES

If authorized in writing by the City, we will furnish or obtain from others Additional Services of the types listed below which are not considered as basic services under this Proposal. Additional Services shall be billable on an Hourly Time and Materials basis and such billings shall be over and above any maximum amounts set forth in this Proposal.

- A. Based on the RFQ and field inspection, the Project appears to be a straightforward mill and overlay or reclamation. However, if based on the pavement analysis reconstruction of significant areas is needed, TKDA will negotiate with the City on an appropriate fee for reconstruction level plans.
- B. It is assumed that notices for the public hearing and the assessment hearing will be prepared by the City and sent to the official newspaper and to impacted property owners. TKDA can provide these as additional services.
- C. As a reclamation or mill and overlay construction staking needs are limited. However, if longer segments of curb need replacement or pedestrian ramps need staking, TKDA can provide the staking as an additional service.
- D. Material testing is dependent on the final design and contractor means and methods. AET's quotation follows the MnDOT 2023 schedule of materials control and current understanding of the Project. If the final design is different or if the contractor progress requires additional trips, AET reserves the right to request additional services to meet the testing needs of this Project.

V. CLIENT RESPONSIBILITIES

These responsibilities shall include, but are not limited to the following:

- A. Designate one individual to act as a representative with respect to the work to be performed, and such person shall have complete authority to transmit instructions, receive information, interpret and define policies, and make decisions with respect to critical elements pertinent to the Project. This individual shall be identified in the signature block area of this Proposal.
- B. Provide TKDA with access to the site as required to perform services listed in SECTION III.
- C. Provide reviews of materials furnished by TKDA in a reasonable and prompt manner so that the Project schedule can be maintained.
- D. Provide As-Built Drawings for the streets within the Project area.

VI. PERIOD OF SERVICE

We will expect to start our services promptly upon receipt of your written acceptance of this Proposal and to complete SECTION III services within sixteen (16) months thereafter. Segments of the work plan will be completed progressively to facilitate the Project Schedule.

Completion of Feasibility Study – November 27, 2023
Completion of Plans and Specifications – January 15, 2024
Bid Opening – Mid February 2024
Award Bid – Early March 2024
Construction – June – August 2024



VII. COMPENSATION

Compensation to TKDA for services provided as described in SECTION III of this Proposal shall be on an Hourly Time and Materials basis in an amount not to exceed \$109,100. Our detailed Project Fee Estimate is attached. Payment shall be made in accordance with our Agreement. If the City chooses to perform additional pavement analysis as shown in AET's quotation, the not to exceed amount should be increased accordingly.

The level of effort required to accomplish SECTION III services can be affected by factors which are beyond our control. Therefore, if it appears at any time that charges for services rendered under SECTION III will exceed the above, we agree that we will not perform services or incur costs which will result in billings in excess of such amount until we have been advised by you that additional funds are available and our work can proceed.

VIII. CONTRACTUAL INTENT

We thank you for the opportunity to submit this Proposal. If acceptable to the City, please sign and return as our authorization to proceed or provide the appropriate authorization citing this Proposal. This Proposal will be open for acceptance for sixty (60) days, unless the provisions herein are changed by us in writing prior to that time.

If you have any questions, please contact Larry Poppler at 651.292.4457 or larry.poppler@tkda.com.

Sincerely,



Lawrence P. Poppler, PE
Project Manager

Matthew J. Cavanaugh

Matthew J. Christiansen, PE
Vice President, Surface Transportation

ATTACHMENT: PROJECT FEE ESTIMATE
AET GEOTECHNICAL AND MATERIALS TESTING PROPOSALS
GENERAL PROVISIONS

LPP:MJC:lmf:sfs

ACCEPTED FOR THE CITY OF ROSEMOUNT, MINNESOTA

By: _____
(signature) Printed Name/Title Date

CLIENT'S DESIGNATED REPRESENTATIVE:

Name/Title	Phone	Email
------------	-------	-------



Project Fee Estimate

Client:		City of Rosemount					Date:		10/26/2023	
Project:		2024 Street Improvements					By:		LPP	
Task	Task Description	Estimated Person Hours Required					Total Hours	Total Dollars		
		Sr Reg Eng	Reg Eng	ES I	Survey	Tech II				
	Billing Rate/Hr x Multiplier		\$ 223	\$ 143	\$ 102	\$ 78			\$ 86	
Task 1	Feasibility Report									
	Meetings with City Staff	2		2			4	\$ 650		
	Site Evaluation			2			2	\$ 204		
	Prepare Construction Cost Estimate	1	2	10			13	\$ 1,529		
	Prepare Feasibility Report	4	6	20		4	34	\$ 4,134		
	Prepare Preliminary Assessment Roll	2		-		6	8	\$ 962		
	Assessment Calculation	2		4			6	\$ 854		
	Prepare Exhibits (Location Map and Typical Section)			4			4	\$ 408		
	Project Management	4					4	\$ 892		
	SUBTOTAL HOURS	15	8	42	-	10	75			
	SUBTOTAL COST	\$ 3,345	\$ 1,144	\$ 4,284	\$ -	\$ 860		\$ 9,633		
Expenses:										
Travel & Subsistence (TS)								\$ 68		
Subtotal								\$ 9,701		
Task 2	Design									
2.1	Survey (Use of Aerial Photography, gps survey of key features)				16		16	\$ 1,248		
2.2	Pavement Analysis		Geotechnical Consultant Expense Below				-	\$ -		
2.3	Public Meetings	4					4	\$ 892		
2.4	Design	4	16	120			140	\$ 15,420		
2.5	Private Utility Coordination			2			2	\$ 204		
2.6	Bidding	2	2	6		8	18	\$ 2,032		
2.7	Assessment Roll Update					4	4	\$ 344		
	SUBTOTAL HOURS	10	18	128	16	12	184			
	SUBTOTAL COST	\$ 2,230	\$ 2,574	\$ 13,056	\$ 1,248	\$ 1,032		\$ 20,140		
Expenses:										
Travel & Subsistence (TS)								\$ 91		
Pavement Analysis								\$ 9,975		
Survey Equipment Rental								\$ 640		
Subtotal								\$ 30,846		
Task 3	Construction									
	Construction Observation/Administration									
3.1	Construction Observation (400 Hours)			400			400	\$ 40,800		
3.2	Material Testing		Geotechnical Consultant Expense Below				-	\$ -		
3.3	Construction Administration	10	16	24			50	\$ 6,966		
	SUBTOTAL HOURS	10	16	424	-	-	450			
	SUBTOTAL COST	\$ 2,230	\$ 2,288	\$ 43,248	\$ -	\$ -		\$ 47,766		
Expenses:										
Travel & Subsistence (TS)								\$ 1,140		
Material Testing								\$ 19,613		
Subtotal								\$ 68,519		



Project Fee Estimate

Client:		City of Rosemount					Date:		10/26/2023	
Project:		2024 Street Improvements					By:		LPP	
Task	Task Description	Estimated Person Hours Required					Total Hours	Total Dollars		
		Sr Reg Eng	Reg Eng	ES I	Survey	Tech II				
	Billing Rate/Hr x Multiplier		\$ 223	\$ 143	\$ 102	\$ 78			\$ 86	
TOTAL HOURS		35	42	594	16	22	709			
TOTAL LABOR COST		\$ 7,805	\$ 6,006	\$ 60,588	\$ 1,248	\$ 1,892		\$ 77,539		
TOTAL EXPENSES								\$ 31,528		
TOTAL PROJECT								\$ 109,067		
TOTAL (ROUNDED)								\$ 109,100		

October 24, 2023

TKDA Engineers Architects
444 Cedar Street, Suite 1500
St. Paul, MN 55101-2140



Attn: Larry Poppler, PE
larry.poppler@tkda.com

RE: Proposal for Geotechnical Exploration
2024 Street Improvement Project, City Project 2024-01
Rosemount, Minnesota
AET Proposal No. P-0028059

Dear Mr. Poppler:

American Engineering Testing (AET) is pleased to submit a proposal for this project. In this proposal, we present our understanding of the project, an outline of the scope of services we are to provide, a fee schedule, anticipated schedule, and an estimate of charges for our services.

PURPOSE

The purpose of these services is to explore pavement and subsurface conditions at the site. Based on our characterization of the data obtained from our field exploration, we will prepare a geotechnical engineering report presenting comments and recommendations to assist the project team in design and construction of the above referenced project.

PROJECT INFORMATION

We understand the City of Rosemount (the City) is proposing improvements for the 2024 construction season to the following road segments:

- Columbia Ave: 155th St W to 153rd St W
- Claret Ave W: 155th St W to 151st St
- Circle Ave: 154th St W to 153rd St W
- Chokecherry Ave: 155th St W to 154th St W
- Chokecherry Ave: 153rd St W to 152nd St W
- 154th St W: Cul-de-sac to Chokecherry Ave
- 153rd St W: Shannon Pkwy to Chokecherry Ave
- 152nd St W: Claret Ave W to Chippendale Ave W
- Cameo Ave: 145th St to 143rd St W
- 143rd St W: Cameo Ave to Hiawatha Pioneer Trl

The total length of street improvements is about 2 miles. The proposed improvements include pavement rehabilitation and spot curb repairs and replacement. The City anticipates full depth

550 Cleveland Avenue North | Saint Paul, MN 55114

Phone (651) 659-9001 | (800) 972-6364 | Fax (651) 659-1379 | teamAET.com | AA/EEO

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reclamation as the selected rehabilitation method but mill and overlay may be considered depending on budget and pavement condition. We understand no utility replacements are planned.

SCOPE OF SERVICES

The RFP recommended a minimum number of pavement cores at 10. However, it is our opinion this number of pavement cores may not illustrate the possible variability in the existing pavement sections along each road segment. Additionally, in order to provide reclamation recommendations, soils borings into the subgrade soils are necessary. Therefore, we recommend at least 6 of the borings extend into the subgrade soils.

In addition to the base scope requested, we are providing two optional scope options:

1. Optional Scope 1
 - a. 13 Pavement Cores
 - b. 7 flight auger borings to 2 feet and 6 flight auger borings to 4 feet.
 - c. Ground Penetrating Radar along each road segment
2. Optional Scope 2
 - a. 20 Pavement Cores
 - b. 14 flight auger borings to 2 feet and 6 flight auger borings to 4 feet.

Field Exploration

- Locate the borings in the field.
- Arrange clearance of underground public utilities through Gopher State One-Call System.
- Perform flight auger (FA) borings as follows:
 - Base Scope: 4 FA borings to depths of 2 feet and 6 FA borings to depths of 4 feet.
 - Optional Scope 1: 7 FA borings to depths of 2 feet and 6 FA borings to depths of 4 feet.
 - Optional Scope 2: 14 FA borings to depths of 2 feet and 6 FA borings to depths of 4 feet.
 - The 2-foot FA borings will be drilled through the base.
- Obtain a pavement core at each flight auger boring location (4-inch or 6-inch diameter core barrel).
- Document the as-drilled boring locations and elevations using GPS equipment with submeter accuracy.

Along 143rd St W, we plan to perform the core and boring within the westbound drive lanes. Along Cameo Ave, we plan to perform the cores and borings within the southbound parking lane. The remaining borings and cores will be performed in the drive lanes. We anticipate that signs and cones will be sufficient as the roads appear to have low volumes or residential in nature with low traffic speeds and volumes.

Before we drill, we will contact Gopher State One Call to locate public underground utilities. Gopher State One Call does not currently charge for this service, but they will not locate private

underground utilities or structures. The marking of any private utilities must be arranged by the property owner prior to our drill crew mobilization. Please see our discussion regarding private underground utilities later in this proposal.

The flight auger borings will be sampled by the pulling method. Our crew will keep field logs noting the methods of drilling and sampling, preliminary soil classification, and observed groundwater levels. Representative portions of recovered samples will be sealed in jars to prevent moisture loss and submitted to our laboratory for review, testing, and final classification.

We will backfill the boreholes to comply with the Minnesota Department of Health Regulations. For those borings drilled through the existing pavement, we will patch the holes at the surface with bituminous cold patch. Even after backfilling, some sloughing of the backfill may occur, resulting in a potential tripping hazard to pedestrians. We assume that the City will backfill and repair any boreholes that may slough after our exploration is complete. AET cannot accept any liability associated with pedestrian injury after we leave the site.

We assume that the site is readily accessible for our truck-mounted drill rigs and coring vehicles. Snow plowing to access the site will be billed as an extra charge.

Ground Penetrating Radar Testing (Optional Scope 1)

We are proposing the use of ground penetrating radar (GPR) as an optional scope item. We recommend that GPR testing is performed for full depth reclamation projects, as the thickness of the existing pavement is critical for a successful project.

We will perform a GPR survey in all drive lanes for all road segments (approximately 4 lane-miles). GPR will allow a more precise measurement of the pavement thickness. GPR is a non-destructive pavement testing method that scans the pavement up to 4 times per foot (3-inch intervals) using our GSSI Roadscan Equipment mounted to the back of a pick-up truck. Each scan produces the depth of the bituminous and aggregate base (if visible) at that location. The GPR data is correlated to the physical layer measurements of the pavement using pavement cores and aggregate base thickness obtained from borings.

The GPR scans are connected to a global positioning system (GPS) unit, and we will provide a table with bituminous thickness and aggregate base thickness (if visible).

Laboratory Testing

We will initiate routine laboratory testing by reviewing each recovered soil sample to assess the major and minor soil components, while also noting the color, degree of saturation, and lenses or seams in the samples. If we encounter cohesive soil, we will test selected samples for moisture content. We anticipate performing up to 5 sieve analyses on aggregate base and up to 5 percentage passing the No. 200 sieve tests on selected samples.

On completion of testing, we will visually/manually classify each sample on the basis of texture and plasticity in accordance with the Unified Soil Classification System (USCS) and the American Association of State Highway and Transportation Officials (AASHTO) classification designation will be noted in parenthesis on the boring logs.

The pavement cores will be photographed and documented in our laboratory for total height and condition.

Report

Following the field and laboratory services, a report will be prepared and submitted. The report will include GPR analysis (if Option 1 is authorized) for the bituminous pavement thickness and possible aggregate base thickness (if visible), subsurface boring logs of the soil borings, pavement core logs, laboratory test results, a review of the engineering properties of the on-site soils and our geotechnical engineering opinions and recommendations regarding the following:

- A summary of the existing pavement, aggregate base, and subbase (if encountered) thickness encountered at the boring locations.
- A review of the soil and groundwater conditions encountered, as well as pertinent engineering properties of the soils.
- Discussion of recommended rehabilitation options including full depth reclamation, pavement replacement, and mill and overlay.
- Subgrade preparation or improvement, soil correction, and/or sand subbase options, if poor soils are encountered.
- Pavement section thickness designs based on an estimated R-value.
- Comments on other items which may affect final performance or constructability, such as frost heave, settlement, drainage, and dewatering considerations.

SCHEDULE

Weather permitting and based on our current backlog, the drilling can be performed within six weeks following authorization to proceed. The field exploration should take one day for the Base Scope and Optional Scope 1 and two days for Optional Scope 2 to complete. Laboratory testing can be completed about two weeks after completion of the field services. The geotechnical report should be submitted within four weeks following the field exploration.

FEES

The scope of services described above will be performed on a time and materials basis according to the unit rates provided in the attached fee schedules. We are providing total estimates for the base scope and two optional scopes.



Base Scope

10 cores, 4 FA borings to 2 feet, and 6 FA borings to 4 feet

1. Layout & Utility Clearance	\$	1,649.00
2. Geotechnical Field Services – Hourly Drilling & Coring	\$	3,386.25
3. Traffic Control	\$	500.00
4. Laboratory	\$	1,380.00
5. Project Management & Reporting	\$	3,060.00
Total Estimate	\$	9,975.25

Optional Scope 1

13 cores, 7 FA borings to 2 feet, 6 FA borings to 4 feet, and GPR all roads

1. Layout & Utility Clearance	\$	1,649.00
2. Geotechnical Field Services – Hourly Drilling & Coring	\$	4,226.25
3. GPR	\$	1,907.50
4. Traffic Control	\$	500.00
5. Laboratory	\$	1,490.00
6. Project Management & Reporting	\$	3,240.00
Total Estimate	\$	13,012.75

Optional Scope 2

20 cores, 14 FA borings to 2 feet, and 6 FA borings to 4 feet

1. Layout & Utility Clearance	\$	1,649.00
2. Geotechnical Field Services – Hourly Drilling & Coring	\$	5,752.50
3. Traffic Control	\$	1,000.00
4. Laboratory	\$	1,710.00
5. Project Management & Reporting	\$	3,320.00
Total Estimate	\$	13,431.50

In the event the scope of our services needs to be revised, such as additional or deeper borings and additional field or laboratory testing, we will review such scope adjustments and the associated fees with you and receive your approval before proceeding. Additional services will be charged in accordance with the attached fee schedule or proposed to you if the services are not listed on the fee schedule. Our fees will be in effect for 30 days following the date of this proposal, and fees for services authorized after this expiration date will be subject to review and possible escalation.

UNDERGROUND UTILITIES

Before we drill, we will contact Gopher State One Call to locate public underground utilities. Gopher State One Call does not currently charge for this service, but they will not locate private underground utilities or structures. Examples of private utilities include, but are not limited to, propane lines, sewer laterals, sprinkler systems, site lighting, and electric and data lines between buildings. **Gopher State One Call indicates that the property owner is responsible for locating all private underground utilities and structures.** Also, please provide us with any maps, plans, and records showing the location of all private utilities and structures.

We can provide you with names and contact information for private utility locators. These companies usually charge a fee for their services. Also, please note that private locators cannot guarantee that all private utilities will be located. For the private locator to be accurate and effective, the property owner must provide maps, plans and records showing the location of all private utilities and structures. The property owner must also provide a knowledgeable site representative to meet with the private locator and AET personnel.

AET shall be entitled to rely upon the accuracy of all location information supplied by any source. We will not be responsible for any damages to underground utilities or structures not located or incorrectly identified by the property owner, any maps, plans or records, or public or private utility locator providers.

ENVIRONMENTAL CONCERNS

This proposal is presented for engineering services to evaluate the structural properties of the soil at the specified site. This proposal does not cover an environmental assessment of the site or environmental testing of the soil or groundwater. If you wish to have us provide these additional services, please contact us.

TERMS AND CONDITIONS

Our services will be performed per the Revised Subcontract Agreement between TKDA and AET dated January 2, 2006, and our amendment dated June 1, 2017.

ACCEPTANCE

This proposal is presented in electronic (PDF) form; hard copies can be prepared and mailed to your office upon request. AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.



AET appreciates the opportunity to provide this service for you and looks forward to working with you on this project. If you have questions or need additional information, please contact us.

Sincerely,
American Engineering Testing


Justin L. Staker, PE (MN)
Engineer II
lstaker@teamAET.com
651-523-1265


Thomas Evans, PE (MN)
Senior Engineer
tevans@teamAET.com
701-690-9732

ACCEPTANCE AND AUTHORIZATION: AET Proposal No. P-0028059

SIGNATURE: _____
PRINTED NAME: _____
COMPANY: _____
ADDRESS: _____
PHONE NUMBER AND EMAIL: _____
DATE: _____

INVOICING INFORMATION (Provide Company AP Department Information, if present.)

AP CONTACT NAME: _____
BILLING/MAILING ADDRESS: _____
AP PHONE NUMBER AND INVOICE EMAIL: _____
P.O. NO./ PROJECT NO.: _____

Attachments: Fee Schedules – Base, Optional Scope 1, and Optional Scope 2

BASE SCOPE

GEOTECHNICAL SERVICES FEE SCHEDULE 2024 STREET IMPROVEMENT PROJECT ROSEMOUNT, MINNESOTA AET PROPOSAL No. P-0028059



SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
<i>Layout & Utility Clearance</i>			
Drilling Technician	9 hours	\$120.00	\$1,080.00
Company Vehicle Rental	9 hours	\$28.50	\$256.50
Standard Vehicle Mileage	90 miles	\$1.25	\$112.50
GPS Equipment	1 days	\$200.00	\$200.00
Section Subtotal:			\$1,649.00
<i>Geotechnical Field Services</i>			
Hourly Drilling & Coring			
Drilling Technician	15 hours	\$120.00	\$1,800.00
Auxiliary Vehicle with Coring Equipment	8 hours	\$70.00	\$560.00
Truck with Drill Rig Rental	8 hours	\$110.00	\$880.00
Auxiliary Vehicle Mileage	45 miles	\$1.50	\$67.50
Truck with Drill Rig Mileage	45 miles	\$1.75	\$78.75
Section Subtotal:			\$3,386.25
<i>Traffic Control</i>			
Traffic Control Signs Rental	1 days	\$500.00	\$500.00
Section Subtotal:			\$500.00
<i>Laboratory</i>			
Classification	3 hours	\$110.00	\$330.00
Core Logs	1 hours	\$110.00	\$110.00
ASTM D6913 Sieve Analysis of Soils	5 tests	\$127.00	\$635.00
ASTM D1140 Material Finer Than No. 200 Sieve in Soils	5 tests	\$61.00	\$305.00
Section Subtotal:			\$1,380.00
<i>Project Management & Reporting</i>			
Project Administrator	3 hours	\$80.00	\$240.00
Engineer II	11 hours	\$180.00	\$1,980.00
Senior Engineer	4 hours	\$210.00	\$840.00
Section Subtotal:			\$3,060.00
ESTIMATED BUDGET			\$9,975.25

OPTIONAL SCOPE 1

GEOTECHNICAL SERVICES FEE SCHEDULE 2024 STREET IMPROVEMENT PROJECT ROSEMOUNT, MINNESOTA AET PROPOSAL No. P-0028059



SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
<i>Layout & Utility Clearance</i>			
Drilling Technician	9 hours	\$120.00	\$1,080.00
Company Vehicle Rental	9 hours	\$28.50	\$256.50
Standard Vehicle Mileage	90 miles	\$1.25	\$112.50
GPS Equipment	1 days	\$200.00	\$200.00
Section Subtotal:			\$1,649.00
<i>Geotechnical Field Services</i>			
Hourly Drilling & Coring			
Drilling Technician	19 hours	\$120.00	\$2,280.00
Auxiliary Vehicle with Coring Equipment	10 hours	\$70.00	\$700.00
Truck with Drill Rig Rental	10 hours	\$110.00	\$1,100.00
Auxiliary Vehicle Mileage	45 miles	\$1.50	\$67.50
Truck with Drill Rig Mileage	45 miles	\$1.75	\$78.75
Section Subtotal:			\$4,226.25
<i>Ground Penetrating Radar</i>			
Technician II	4 hours	\$110.00	\$440.00
Ground Penetrating Radar with Truck (testing) either ½ or full day	0.5 days	\$850.00	\$425.00
Auxiliary Vehicle Mileage	55 miles	\$1.50	\$82.50
Geologist I	6 hours	\$160.00	\$960.00
Section Subtotal:			\$1,907.50
<i>Traffic Control</i>			
Traffic Control Signs Rental	1 days	\$500.00	\$500.00
Section Subtotal:			\$500.00
<i>Laboratory</i>			
Classification	3 hours	\$110.00	\$330.00
Core Logs	2 hours	\$110.00	\$220.00
ASTM D6913 Sieve Analysis of Soils	5 tests	\$127.00	\$635.00
ASTM D1140 Material Finer Than No. 200 Sieve in Soils	5 tests	\$61.00	\$305.00
Section Subtotal:			\$1,490.00
<i>Project Management & Reporting</i>			
Project Administrator	3 hours	\$80.00	\$240.00
Engineer II	12 hours	\$180.00	\$2,160.00
Senior Engineer	4 hours	\$210.00	\$840.00
Section Subtotal:			\$3,240.00
ESTIMATED BUDGET			\$13,012.75

OPTIONAL SCOPE 2

GEOTECHNICAL SERVICES FEE SCHEDULE 2024 STREET IMPROVEMENT PROJECT ROSEMOUNT, MINNESOTA AET PROPOSAL No. P-0028059



SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
<i>Layout & Utility Clearance</i>			
Drilling Technician	9 hours	\$120.00	\$1,080.00
Company Vehicle Rental	9 hours	\$28.50	\$256.50
Standard Vehicle Mileage	90 miles	\$1.25	\$112.50
GPS Equipment	1 days	\$200.00	\$200.00
Section Subtotal:			\$1,649.00
<i>Geotechnical Field Services</i>			
Hourly Drilling & Coring			
Drilling Technician	26 hours	\$120.00	\$3,120.00
Auxiliary Vehicle with Coring Equipment	13 hours	\$70.00	\$910.00
Truck with Drill Rig Rental	13 hours	\$110.00	\$1,430.00
Auxiliary Vehicle Mileage	90 miles	\$1.50	\$135.00
Truck with Drill Rig Mileage	90 miles	\$1.75	\$157.50
Section Subtotal:			\$5,752.50
<i>Traffic Control</i>			
Traffic Control Signs Rental	2 days	\$500.00	\$1,000.00
Section Subtotal:			\$1,000.00
<i>Laboratory</i>			
Classification	5 hours	\$110.00	\$550.00
Core Logs	2 hours	\$110.00	\$220.00
ASTM D6913 Sieve Analysis of Soils	5 tests	\$127.00	\$635.00
ASTM D1140 Material Finer Than No. 200 Sieve in Soils	5 tests	\$61.00	\$305.00
Section Subtotal:			\$1,710.00
<i>Project Management & Reporting</i>			
Project Administrator	4 hours	\$80.00	\$320.00
Engineer II	12 hours	\$180.00	\$2,160.00
Senior Engineer	4 hours	\$210.00	\$840.00
Section Subtotal:			\$3,320.00
ESTIMATED BUDGET			\$13,431.50

October 24, 2023

TKDA Engineers Architects
444 Cedar Street, Suite 1500
St. Paul, MN 55101-2140



Attn: Larry Poppler, PE
larry.poppler@tkda.com

RE: Preliminary Quality Assurance Testing Proposal
2024 Street Improvement Project
City Project No. 2024-01
Rosemount, Minnesota
AET Proposal No. P-0028061

Dear Mr. Poppler:

Thank you for the opportunity to provide a proposal to perform testing services on the referenced project. This proposal has been prepared in response to your email request on October 19, 2023, and describes our understanding of the project, our anticipated scope of services, our unit rates, and an estimated total fee to perform these services.

PROJECT INFORMATION

The City of Rosemount (the City) will be performing a street improvements project during the 2024 construction season. The project area includes Columbia Way, Claret Avenue, Circle Avenue, Chokecherry Avenue, 152nd Street West, 153rd Street West, 154th Street West, 143rd Street West, and Cameo Avenue. The project will be funded with municipal funds.

Completed plans or specifications were not available to us for review at the time this proposal was authored. We assume this project will incorporate the 2023 State Aid for Local Transportation Schedule of Materials Control (2023 SALT SMC) in the project specifications to determine the minimum testing rates for the project. This proposal is based on rough estimates of the materials required, and we have assumed that full depth reclamation will be the selected rehabilitation method. The project is also anticipated to include spot curb and gutter replacements. We understand Construction Inspection and Contract Management of the project will be performed by TKDA.

GEOTECHNICAL INFORMATION

As part of American Engineering Testing, Inc.'s (AET) proposed scope of service, we are also including a proposal for geotechnical exploration under a separate cover (AET Proposal No. P-0028059).

PROJECT APPROACH

During the construction improvements, AET will provide technicians to perform sampling and material testing services in accordance with the 2023 SALT SMC. For this project, Ryan Schaefer will be AET's contact. He can be reached at 651-603-6639 (office). AET requires a minimum of 24 hours' notice of the need for Services.

SCOPE OF SERVICES

Based on our experience with TKDA on similar projects, our anticipated scope of services is outlined below. These services will be provided on an on-call basis coordinated through authorized TKDA field personnel.

Soils Sampling and Testing

Based upon the information provided to us at the time of this proposal, we have assumed no new embankments will be constructed, as well as no improvements to existing utilities that will require open cut trenches and soil testing to be performed.

Full Depth Reclamation (FDR)

AET will perform dynamic cone penetrometer (DCP) testing and moisture content testing of the full depth reclamation material along with up to 3 gradations in accordance with the 2023 SALT SMC. The frequency of these gradations are at the discretion of the Engineer. We assume TKDA's Inspector will perform depth checks of the FDR material.

Bituminous Pavement Sampling and Testing

As bituminous paving is being completed, AET personnel will pick-up companion samples provided by the contractor during each day of paving and transport the samples to our St. Paul, Minnesota laboratory. Samples will be tested in our laboratory for MnDOT Gyratory Mix Properties as follows:

- Gyratory Density (AASHTO T 312) MnDOT Modified
- Rice Specific Gravity (ASTM D2041)

- Asphalt Extraction and Aggregate Gradation (ASTM D2172 Method E-11) MnDOT Modified C137 and C117
- Fine Aggregate Angularity (AASHTO T 304, Method A, MnDOT 1206.5)
- Percent Crushed Particles (MnDOT 1214.8)

AET assumes that TKDA will utilize the MnDOT program to determine random core locations of bituminous based on information regarding tonnage (lot sizes) and pavement placement patterns. We also assume TKDA personnel will mark the core locations in the field. This proposal does not incorporate the time and cost to mark the core locations or to determine random core locations. These services will be provided at your request. TKDA will coordinate the removal of both the contractor and companion cores with the contractor.

After the completion of the coring, AET will retrieve companion core samples from the project contractor for laboratory testing. This testing will include the following:

- The thickness of each layer of the core sample
- The density of each layer of the core sample

Concrete Sampling and Testing

During the placement of concrete, AET will perform field testing consisting of slump, air content, temperature of the plastic concrete, and casting of cylinders for compression testing. The 2023 SALT SMC requires field testing for slump, air content, and temperature per every 100 cubic yards of each type of concrete placed each day. Compressive strength cylinders (1 set of 3 cylinders) are required once per every 300 cubic yards of each type of concrete placed each day; the cylinders will be retrieved the following day for curing and testing in our laboratory. The 3 cylinders are to be tested at 28-days. We are proposing to cast sets of 5 cylinders, with compressive strength testing as follows: 1 at 7 days, 3 at 28 days, and the 5th cylinder will be held in reserve for future testing if the 28-day strength requirement is not met.

We have assumed TKDA personnel will be compiling the concrete batch tickets, certificates of compliance, and AET's field test results of the plastic concrete, which we will provide each day we are on-site performing testing services.

Because final plans were not available at the time of this proposal, we were unable to determine the total cubic yards of concrete to be placed at the site, nor the number of placement/mix types. For estimating purposes, we have assumed up to 10 separate placements of cast-in-place concrete (spot curb and gutter) for the project.

REPORTING

AET staff will prepare reports for TKDA to review. These reports will include the results of our field and laboratory testing as performed per the 2023 SALT SMC.

ESTIMATED FEES

Our services will be provided on a unit cost basis according to the unit rates provided in the attached Materials Testing Estimate. Our invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates. The rates are from the annual fee schedule for 2024 projects.

We have estimated a “minimum required estimate” for the project which estimates the tests needed to satisfy the requirements as defined in the 2023 SALT SMC and the project documents. The “likely needed estimate” is the cost that we anticipate will be required to complete the previously described testing services, based on our experience and assumed scheduling of the project. Therefore, we propose a budget cost estimate using the “likely needed” estimate for the scope of services for the project as outlined in this proposal. Our “likely needed” estimated fee is **\$19,613.00**. We refer you to the attached Materials Testing Estimate as reference to how we arrived at this estimated cost. **We reserve the right to review our estimate after reviewing the final project plans and specifications.**

We caution that this is only an estimated cost. Often, variations in the overall cost of the services occur due to reasons beyond our control, such as weather delays, changes in the contractor’s schedule, unforeseen conditions, or retesting. These variations will affect the actual invoice totals, either increasing or decreasing our total costs for the project from those estimated in this proposal. If more time or tests are required, additional fees may be needed to complete the project testing services. If less time or tests are needed, a cost savings will be realized. We will not, however, exceed the estimated total cost for the project without first obtaining your authorization.

TERMS AND CONDITIONS

Our services will be performed per the Revised Subcontract Agreement between TKDA and AET dated January 2, 2006, and our amendment dated June 1, 2017.

ACCEPTANCE

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and



Conditions: 1) issuing an authorizing purchase order for any of the Services described in this proposal, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

GENERAL REMARKS

AET appreciates the opportunity to provide this service for you and looks forward to working with you on this project. If you have any questions or need additional information, please contact me.

Sincerely,

American Engineering Testing

A handwritten signature in black ink, appearing to read 'Ryan S. Schaefer'.

Ryan S. Schaefer

Geologist I

rschaefer@teamAET.com

651-603-6639

A handwritten signature in black ink, appearing to read 'Justin L. Staker'.

Justin L. Staker, PE (MN)

Engineer II

jstaker@teamAET.com

651-523-1265

ACCEPTANCE AND AUTHORIZATION: AET Proposal No. P-0028061

SIGNATURE: _____

PRINTED NAME: _____

COMPANY: _____

ADDRESS: _____

PHONE NUMBER AND EMAIL: _____

DATE: _____

INVOICING INFORMATION (Provide Company AP Department Information, if present.)

AP CONTACT NAME: _____

BILLING/MAILING ADDRESS: _____

AP PHONE NUMBER AND INVOICE EMAIL: _____

P.O. NO./ PROJECT NO.: _____

Attachments: Materials Testing Estimate



Preliminary Materials Testing Estimate for 2024 Street Improvement Project – 2023 SALT SMC
City Proj. No. 2024-01; Rosemount, Minnesota

Material	Units	Quantity	Trips	Hours	Agency Testing & Frequency	# of Tests		Cost per Test (\$)	Cost (\$)	
						Minimum	Likely		Minimum	Likely
Full Depth Reclamation (FDR)	SY	±32,000	2	6	Gradation (Engineer's discretion)	0	3	137.00	0.00	411.00
					Penetration Index DCP (1/10000 SY, test rolled)	3	6	63.00	189.00	378.00
					Relative Moisture (1/20000 CY)	2	2	53.00	106.00	106.00
Bituminous - SP WE/NW (<i>assumes 4" thick</i>)	TON	±7,300	8	16	MnDOT Gyratory Mix Properties (1/day/mix type)	5	8	625.00	3125.00	5000.00
					Companion Core Density & Thickness	14	28	56.00	784.00	1568.00
Concrete - Curb & Gutter (<i>assumes 10 separate concrete placements</i>)	CY	-	10	30	Plastic Concrete Testing (1 set of tests/100 CY) - Included in hourly rate see below					
					Concrete Compressive Strength, Curing, & Handling 4x8 Cylinders (includes mold) (5 cys/300 CY)	30	50	42.00	1260.00	2100.00
					Concrete sample pick up from job site	5	10	100.00	500.00	1000.00
								Subtotal =	5,964.00	10,563.00

Notes:

1. For grading and base materials, per the 2023 SALT SMC, less than 500 tons (250 CY) may be accepted by the Engineer without testing.
2. Material quantities are estimated based upon Statement of Estimated Quantities, conversions, and plans.
3. Number of "Likely" bituminous samples, cores, and trips assumes 8 days of paving (~1000 tons of bituminous per day). Assumes testing of all companion cores and no longitudinal density cores.
4. We have not included time for marking bituminous core locations nor determining the random bituminous core locations.
5. All Material Quantities are estimated based upon length of roadway and thickness assumptions - no plans or quantities were available at the time of our estimate.
6. We reserve the right to revise this proposal estimate when the final construction are completed, if required.

Time and Mileage	Unit	Rate (\$)	Minimum Quantity	Likely Quantity	Minimum Cost	Likely Cost
Mileage, Personal Automobile/Truck	Mile	1.30	900	900	1,170.00	1,170.00
Level II Engineering Technician	Hour	116.00	52	52	6,032.00	6,032.00
Engineer II, Project Management	Hour	189.00	6	8	1,134.00	1,512.00
Project Administrator	Hour	84.00	4	4	336.00	336.00
Subtotal =					8,672.00	9,050.00

Estimate prepared by: Ryan Schaefer		Minimum	Likely
	Total Cost Estimate =	14,636.00	19,613.00

TOLTZ, KING, DUVAL, ANDERSON AND ASSOCIATES, INCORPORATED

General Provisions of Engineer-Architect Agreement

ARTICLE 1. GENERAL

These General Provisions supplement and become part of the Agreement between Toltz, King, Duvall, Anderson and Associates, Incorporated, a Minnesota Corporation, hereinafter referred to as TKDA, and the other Party to the Agreement, hereinafter referred to as CLIENT, wherein the CLIENT engages TKDA to provide certain Engineering, Architectural, and/or Planning services. Either Party to this Agreement may be referred to as a "Party" or collectively as "Parties."

As used herein, the term "Agreement" refers to (1) TKDA's original Engagement Letter or proposal (the "Engagement Letter") which forms the basis for the Agreement; (2) these General Provisions, and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions and the Engagement Letter shall govern over any attached Exhibits and these General Provisions.

ARTICLE 2. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in TKDA's Engagement Letter. Any lump sum or estimated maximum payment amounts set forth in the Engagement Letter have been established in anticipation of the orderly and continuous progress of the project in accordance with the schedule set forth in the Engagement Letter or any Exhibits attached thereto.

ARTICLE 3. COMPENSATION TO TKDA

A. Compensation to TKDA for services shall be as designated in the Engagement Letter. The CLIENT shall make monthly payments to TKDA within 30 days of date of invoice.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies TKDA in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case all undisputed items shall be paid and amounts in dispute shall become due upon an adjudicated resolution or upon agreement of the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. TKDA shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys' fees, incurred in connection with collecting amounts owed by CLIENT. In addition, TKDA may, after giving seven days' written notice to the CLIENT, suspend services under this Agreement until TKDA has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that it shall waive any and all claims against TKDA and that TKDA shall not be responsible for any claims arising from suspension of services hereunder.

ARTICLE 4. EXTRA WORK

If TKDA is of the opinion that any work it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required exceeds that estimated due to changed conditions and thereby constitutes extra work, it shall notify the CLIENT of that fact. Upon written notification to CLIENT, TKDA shall be entitled to additional compensation for same, and to an extension of time for completion absent timely written objection by CLIENT to additional services.

ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days' written notice for convenience of either CLIENT or TKDA. In addition, the CLIENT may at any time reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to TKDA. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days' written notice as provided above.

In the event of a termination or reduction in scope of the project work, TKDA shall be paid for the work performed and expenses incurred on the project work and for any completed and abandoned work for which payment has not been made, computed in accordance with the provisions of the Engagement Letter and payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with TKDA's subconsultants, costs of producing copies of file materials and other related close-out costs.

ARTICLE 6. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All documents, including reports, drawings, calculations, specifications, CADD materials, computer software or hardware or other work product prepared by TKDA pursuant to this Agreement are TKDA's Instruments of Service and TKDA retains all ownership interests in said Instruments of Service, including copyrights. Any use or reuse of such Instruments of Service, except for the specific purpose intended, by the CLIENT or others without written consent, verification, or adaptation by TKDA will be at the CLIENT's risk and full legal responsibility. In this regard, the CLIENT will indemnify and hold harmless TKDA from any and all suits or claims of third parties arising out of such use or reuse which is not specifically verified, adapted, or authorized by TKDA.

Copies of documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by TKDA's Engineer or Architect. Files in electronic format furnished to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files

will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. In the event electronic copies of documents are made available to the CLIENT, the CLIENT acknowledges that the useful life of electronic media may be limited because of deterioration of the media, obsolescence of the computer hardware and/or software systems or other causes outside of TKDA's control. Therefore, TKDA makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

If requested, at the time of completion or termination of the work, TKDA shall make available to the CLIENT at CLIENT's expense copies of the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred under this Agreement, and (ii) fulfillment of the CLIENT's obligations under this Agreement.

ARTICLE 7. CLIENT'S ACCEPTANCE BY PURCHASE ORDER

In lieu of or in addition to execution of the Engagement Letter, the CLIENT may authorize TKDA to commence services by issuing a purchase order by a duly authorized representative. Such authority to commence services or purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event the terms and conditions of this Agreement conflict with those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by TKDA. In order to implement the intent of Parties to this Agreement, the Parties agree that the Engagement Letter, these General Provisions, and any Exhibits constitute the entire Agreement between them. The Parties further agree that the preprinted terms and conditions of any CLIENT-generated purchase order issued to request work pursuant to this Agreement will not apply to the work, regardless of whether TKDA executes the purchase order in acceptance of the work.

ARTICLE 8. CLIENT'S RESPONSIBILITIES

A. To permit TKDA to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to TKDA:

1. All necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, and interpret and define CLIENT's policies with respect to TKDA's services.
3. Furnish, as required for performance of TKDA's services (except to the extent provided otherwise in the Engagement Letter or any Exhibits attached thereto), data prepared by or services of others, including without limitation, soil borings, probing and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Engagement Letter or any Exhibits attached thereto.
4. Provide access to, and make all provisions for TKDA to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by TKDA, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of TKDA.
7. Give prompt written notice to TKDA whenever the CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of TKDA's services or any defect in the work of Construction Contractor(s), subconsultants or TKDA.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos, petroleum and/or pollution in the project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including petroleum, smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous Materials means any substance, waste, pollutant or contaminant (including petroleum) now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed. CLIENT further agrees it

will, where appropriate, endeavor to identify, remove and/or encapsulate asbestos products, petroleum, pollutants or Hazardous Materials located in the project area prior to accomplishment by TKDA of any work on the project.

If TKDA encounters, or reasonably suspects that it has encountered, asbestos or pollution in the project, TKDA shall cease activity on the project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Engagement Letter, the services to be provided by TKDA do not include identification of asbestos or pollution, and TKDA has no duty to identify or attempt to identify the same within the area of the project.

With respect to the foregoing, CLIENT acknowledges and agrees that TKDA is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos, petroleum, Pollutant, or other Hazardous Materials which may be encountered by TKDA on the project. CLIENT agrees to hold harmless, indemnify and defend TKDA and TKDA's officers, subconsultant(s), subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos, petroleum or other Hazardous Materials or waste on the site. This indemnification is intended to apply only to existing conditions present at the site prior to TKDA's commencement of services, and does not apply to conditions that arise subsequent to TKDA's commencement of services that are caused or created by TKDA.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the project, such legal services as the CLIENT may require or TKDA may reasonably request with regard to legal issues pertaining to the project including any that may be raised by contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any contractor has used the monies paid under the construction contract, and such inspection services as CLIENT may require to ascertain that contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
10. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the project.
11. Act promptly to approve all pay requests, Supplemental Agreements, or requests for information by TKDA as set forth herein.
12. Require all Utilities with facilities in the CLIENT's right-of-way to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the project, submit a schedule of the necessary relocation/protection activities to the CLIENT for review and comply with agreed upon schedule.
13. Provide other services, materials, or data as may be set forth in the Engagement Letter or any Exhibits attached thereto.

B. TKDA shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If TKDA finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, TKDA shall promptly notify the CLIENT.

ARTICLE 9. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Engagement Letter or any Exhibits attached thereto, are made on the basis of TKDA's experience and qualifications and represent TKDA's judgment as an experienced and qualified design professional. It is recognized that TKDA does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of TKDA's cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, TKDA does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by TKDA to CLIENT hereunder. TKDA assumes no responsibility for the accuracy of opinions of probable project costs or construction costs, and provides these estimates for the sole convenience of the CLIENT for the purposes of general project budgeting.

ARTICLE 10. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the Architect or Engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Construction Phases of the project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and contractor(s), (3) in connection with review of shop drawings and sample submittals, and (4) as a result of and in response to TKDA's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if TKDA is not employed to provide such professional services during the Construction Phases of the project, TKDA will not be responsible for, and CLIENT shall indemnify and hold TKDA (and TKDA's professional associates and consultants) harmless from, all claims,

damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release TKDA (or TKDA's professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which TKDA has undertaken or assumed under this Agreement.

ARTICLE 11. INSURANCE

TKDA shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees, and from claims against it for damages because of injury to or destruction of property.

Also, TKDA shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which TKDA is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 12. ASSIGNMENT

This Agreement, being intended to secure the personal service of the individuals employed by and through whom TKDA performs work hereunder, shall not be assigned, sublet or transferred without the written consent of TKDA and the CLIENT. Any assignment of the Agreement, or claims arising under or relating to the Agreement without the written consent of both Parties shall be null and void.

ARTICLE 13. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 14. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding between CLIENT and TKDA.

ARTICLE 15. WAIVER OF CONSEQUENTIAL DAMAGES

CLIENT and TKDA waive consequential damages for claims, disputes or other matters in question arising out of or relating to TKDA's services under this Agreement. This mutual waiver of consequential damages applies and survives termination of this Agreement.

ARTICLE 16. LIMITATION OF LIABILITY

In recognition of the relative risks of CLIENT and TKDA relating to the work, CLIENT agrees, to the extent permitted by law, that TKDA's liability to the CLIENT or anyone claiming through CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes including, but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, of TKDA or its officers, directors, partners, employees, agents, or consultants, or any of them, shall not exceed the total insurance proceeds paid or available on behalf of or to TKDA by its insurers in settlement or satisfaction of CLIENT's claims against TKDA under the terms and conditions of TKDA's insurance policies applicable thereto.

ARTICLE 17. CONFLICT RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and TKDA agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

ARTICLE 18. CONFIDENTIALITY

TKDA agrees to keep confidential and not to disclose to any person or entity, other than TKDA's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data and information furnished to TKDA and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict TKDA from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for TKDA to complete services under the Agreement or defend itself from any suit or claim.

ARTICLE 19. UNDERGROUND UTILITIES

If authorized in the Engagement Letter, TKDA and/or its authorized subconsultant will conduct the research that in its professional opinion is necessary and will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. Such services by TKDA or its subconsultant will be performed in a manner consistent with the ordinary standard of care. The CLIENT recognizes that the research may not identify all underground improvements and that the information upon which TKDA relies may contain errors or may not be complete.

The CLIENT agrees, to the fullest extent permitted by law, to waive all claims and causes of action against TKDA and anyone for whom TKDA may be legally liable, for claims by CLIENT or its contractors for delay or additional compensation relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by TKDA.

City Council Regular Meeting: November 6, 2023

AGENDA ITEM:	Adoption of Alternative Urban Areawide Review (AUAR) for Rosemount Industrial Scannell Property	AGENDA SECTION:	CONSENT AGENDA
PREPARED BY:	Anthony Nemcek , Senior Planner	AGENDA NO.	6.i.
ATTACHMENTS:	Resolution, Rosemount Industrial AUAR, Met Council Comments	APPROVED BY:	LJM
RECOMMENDED ACTION: Motion to adopt a resolution adopting the AUAR for the Rosemount Industrial Study Area.			

BACKGROUND

The City Council is being asked to consider a resolution adopting the Final Alternative Urban Areawide Review (AUAR) for the potential development of the Rosemount Industrial study area located northwest of the intersection of 145th Street East and Blaine Avenue. Scannell Properties is proposing to develop 235.2 acres of primarily agricultural land into a business park that would include 1.92 million square feet of potential industrial development. Based on the potential size of some of the buildings, the development would meet the criteria for a mandatory Environmental Assessment Worksheet (EAW). Given the size and scope of future development on the site, the developer has chosen instead to study the entire site through the AUAR process rather than completing multiple EAWs (or an Environmental Impact Statement (EIS)) over the study area.

The AUAR was ordered by the City on June 6, 2023. One development scenario was reviewed which proposes 1,920,000 square feet of industrial use, following the City's Comprehensive Plan for the property. The City's future land use map identifies most of the study area as Business Park with a small portion of the southwest corner of the study area as Community Commercial. Permitted uses of Business Park include light manufacturing, processing and assembling, warehousing, wholesaling, and distribution, medical and dental, and financial institutions, and office space. Permitted uses of Community Commercial include retail, offices, restaurants, essential service facilities, hotels and motels, public parking, and gas stations. The proposed use for light industrial is consistent with the Business Park designation. The portion identified as Community Commercial is proposed for use as road right-of-way, which is compatible with the future land use designation.

The state's environmental rules (MR4410) specify that the City of Rosemount is the Responsible Government Unit for the AUAR. Scannell hired Kimley-Horn to prepare the document, and the City contracted with WSB to review and process the AUAR on behalf of the City. The AUAR was prepared and reviewed. It was submitted for the required 30-day comment period on July 18, 2023 to the review agencies and made available to the public. Comments were due on August 17, 2023 and were received from Dakota County, the Department of Natural Resources (DNR), the Metropolitan Council, and the Office of the State Archeologist. Responses to comments were addressed and the AUAR was

revised based on the comments. The Final AUAR was then submitted for the required 10-day objection period. The 10-day objection period ended on October 17, 2023. One comment was received from the Metropolitan Council (attached). No objections were received, which means the City can move to the final step of adopting the AUAR. A summary of the final comments received are below:

- Metropolitan Council:
 1. Climate adaptation and resilience mitigation measures and best management practices (BMPs) are a welcome addition to the assessment.
 2. Relocation assistance for displaced residents of the 16 identified buildings on the various properties should be considered as part of the development.
 3. Rosemount should work with the DNR to ensure local water sources are available for this and future developments, and that any system expansions, including additional wells, align with the Rosemount local water supply plan. The city's wellhead protection plan should also be updated to include additional well infrastructure, if needed.
 4. A highly vulnerable drinking water supply management area (DWSMA) borders the development study area. Expansion of the community's water supply wells in this area, additional pumping, or an update to the wellhead protection plan could result in the development being within the DWSMA. Any uses of the site should conform with the city's wellhead protection plan. The city should ensure any proposed uses are in conformance with the plan and that BMPs are in place to protect drinking water.
 5. Removal of mature native trees should be minimized. Where removal cannot be avoided, replacement with native tree stands is recommended.
 6. The proposer will evaluate implementing sustainability measures to reduce operational emissions including use of energy efficient appliances, equipment, and lighting; energy efficient building shells; implementation of waste BMPs to recycle and compost materials, and inclusion of on-site landscaping to manage stormwater and enhance biodiversity.

With the completion of the comment and objection periods, the review of comments from the review agencies, and receiving no objections from the agencies, the next step is for the City to consider adopting the AUAR. By adopting the AUAR, the AUAR becomes the official environmental review document for any development that occurs in the study area and meets the requirements of Minnesota Rule 4410. This means that any project that is proposed in the study area that may trigger environmental review, such as an EAW, is covered under the AUAR provided the project meets the mitigation measures in the AUAR and falls within the development scenario analyzed in the AUAR. Once adopted, the AUAR is valid for five years, and must be updated every five years until development within the study area is complete.

RECOMMENDATION

Staff recommends approval of the resolution adopting the AUAR.

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2023-XX

**A RESOLUTION AUTHORIZING THE ADOPTION OF THE
ROSEMOUNT INDUSTRIAL
FINAL ALTERNATIVE URBAN AREA WIDE REVIEW (AUAR) 2023**

WHEREAS, an AUAR has been completed for the project pursuant to Minnesota Rules 4410 which identifies and assesses the environmental impacts and mitigation measures associated with the Rosemount Industrial Study Area; and

WHEREAS, the Rosemount Industrial property is located on approximately 235.2 acres located on 14 parcels northwest of the intersection of 145th Street East and Blaine Avenue; and

WHEREAS, the AUAR was completed pursuant to Minnesota Rule 4410.3610; and

WHEREAS, the AUAR was distributed for the required 30-day comment, revised based on comments, and redistributed for the required 10-day objection period; and

WHEREAS, comments received on the AUAR have generated information adequate to determine mitigation measures associated with the potential development in this area; and

WHEREAS, the comments received and the City's responses to these comments are included in the public record for the AUAR; and

WHEREAS, development of the Rosemount Industrial Study Area is expected to comply with all Rosemount and review agency standards as well as the mitigation measures outlined in the AUAR;

NOW THEREFORE BE IT RESOLVED, by the City Council of Rosemount, MN that the City of Rosemount adopts the Rosemount Industrial AUAR dated October 2023.

ADOPTED this 6th day of November 2023, by the City Council of the City of Rosemount.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk

Rosemount Industrial

Final Alternative Urban Areawide Review

September 2023

Prepared for:



Prepared by:

Kimley»Horn

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Final Alternative Urban Areawide Review

This Alternative Urban Areawide Review (AUAR) follows the format of an Environmental Assessment Worksheet (EAW) (December 2022 version). Where the AUAR guidance provided by the Minnesota Environmental Quality Board (EQB) indicates that an AUAR response should differ notably from what is required for an EAW, the guidance is noted in *italics*.

1. Project Title

Rosemount Industrial AUAR

2. Proposer

Proposer: Scannell Properties, LLC

Contact Person: Jake Kurth

Title: Development Associate

Address: 294 Grove Lane East, Suite 140

City, State, ZIP: Wayzata, MN 55391

Phone: 612-280-4088

Email: jakek@scannellproperties.com

3. RGU

RGU: City of Rosemount

Contact Person: Anthony Nemcek

Title: Senior Planner

Address: 2875 145th St W

City, State, ZIP: Rosemount, MN 55068

Phone: 651-322-2090

Email: Anthony.nemcek@rosemountmn.gov

4. Reason for EAW Preparation

AUAR Guidance: Not applicable to an AUAR.

5. Project Location

County: Dakota

City/Township: Rosemount

PLS Location (1/4, 1/4, Section, Township, Range): Section 26, Township 115N, Range 19W

Watershed (81 major watershed scale): Mississippi River and Lake Pepin

GPS Coordinates: 44.743116, -93.060317

Tax Parcel Number: 340230050014, 340260040010, 340260025011, 340260025012, 340260012012, 340260006011, 340260012011, 340260003030, 340260003021, 340260003010, 340260017011, 340260017012, 340260018010, and 340260015010

At a minimum, attach each of the following to the AUAR:

- **US Geological Survey 7.5 minute, 1:24,000 scale map indicating project boundaries** (see **Figure 1**)
- **Map depicting the boundaries of the AUAR and any subdistricts used in the AUAR analysis** (see **Figure 3**)
- **List of data sources, models, and other resources (from the Item-by-Item Guidance: *Climate Adaptation and Resilience* or other) used for information about current Minnesota climate trends and how climate change is anticipated to affect the general location of the project during the life of the project (as detailed below in Item 7)**
- **Cover types map as required for Item 8** (see **Figure 4**)
- **Land use and planning and zoning maps as required in conjunction with Item 10** (see **Figure 5** and **Figure 6**)

Figure 1: USGS Map

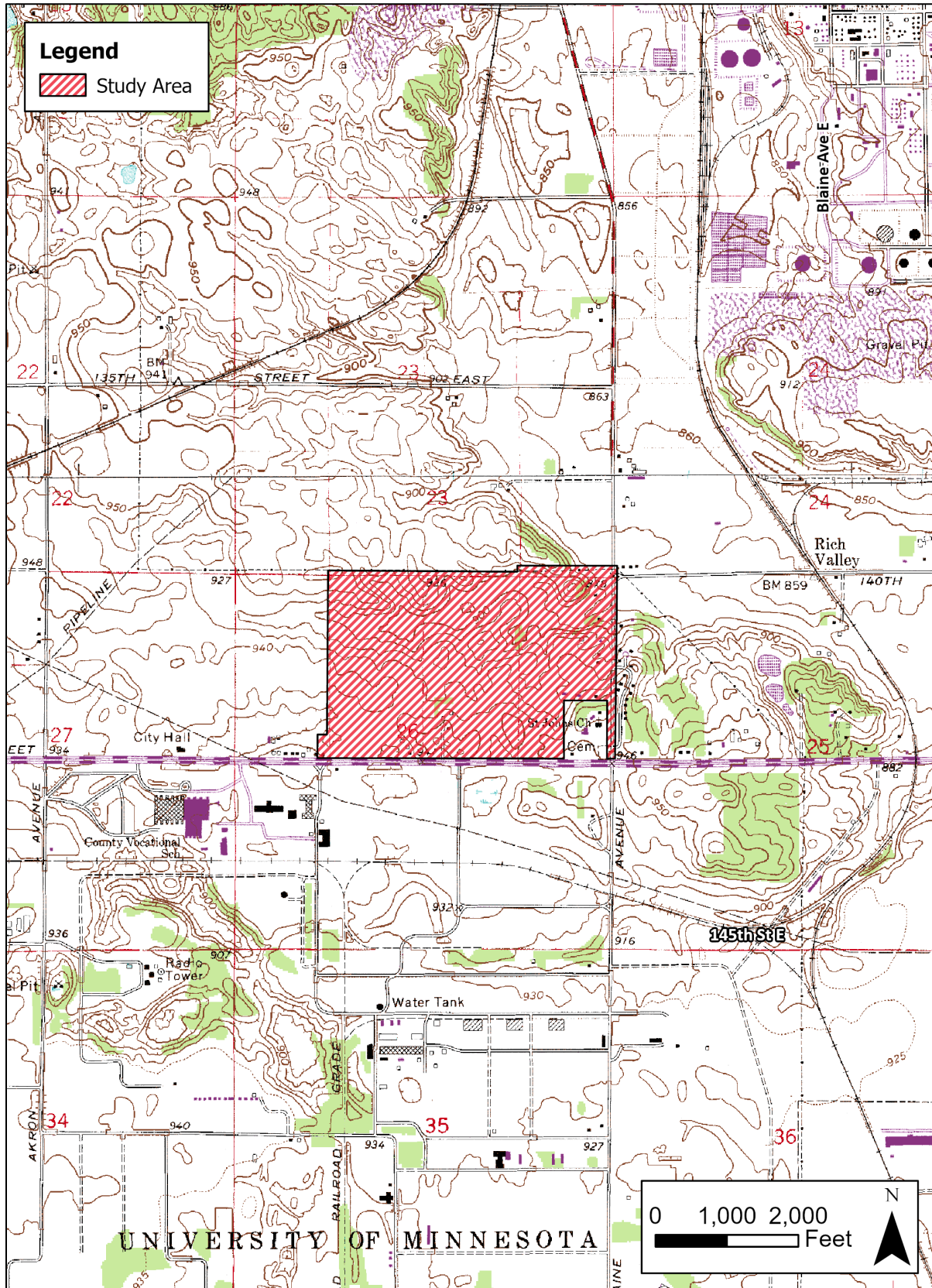
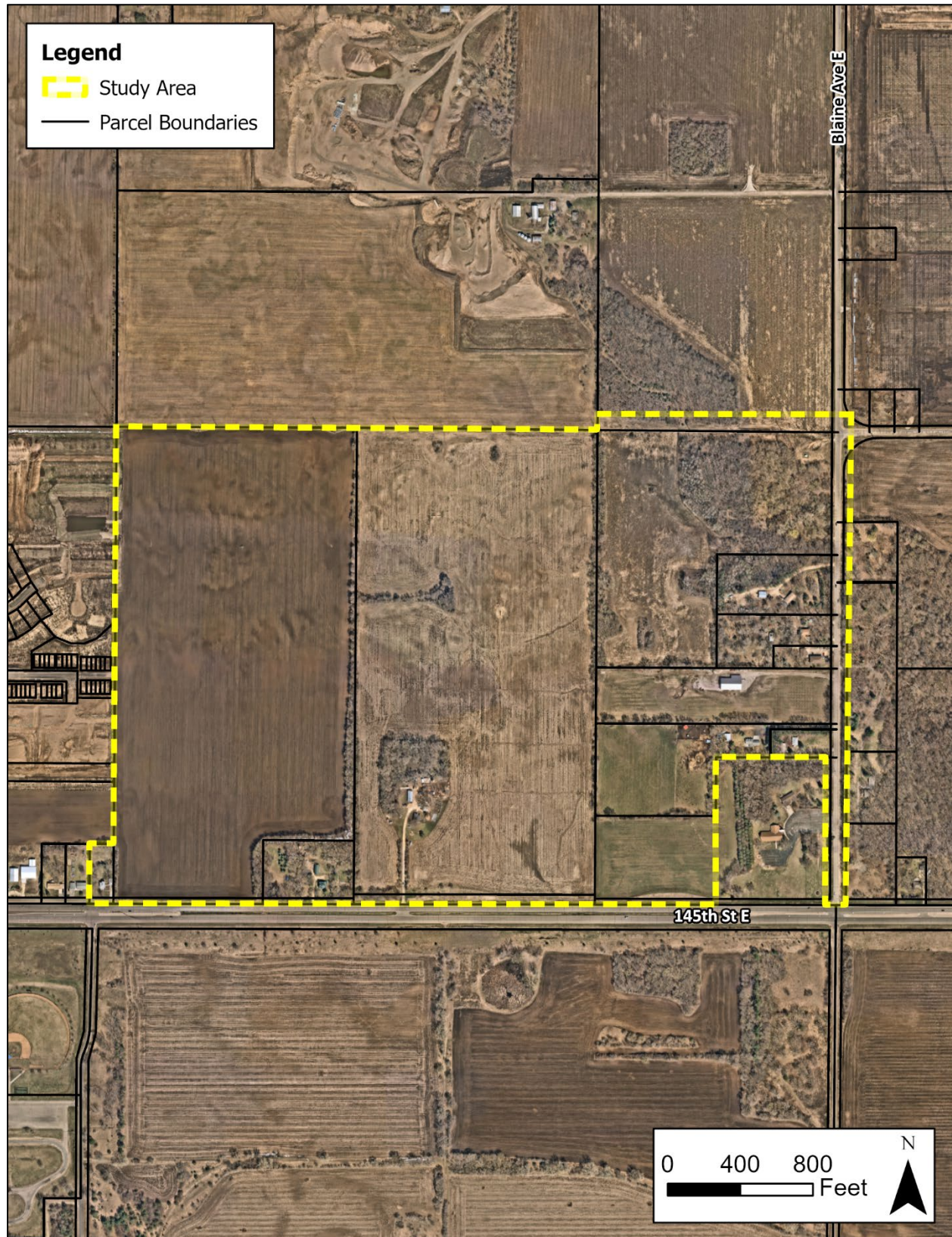


Figure 2: AUAR Study Area



6. Project Description

AUAR Guidance: Instead of the information called for on the EAW form, the description section of an AUAR should include the following elements for each major development scenario included:

- *Anticipated types and intensity (density) of residential and commercial/warehouse/light industrial development throughout the AUAR area.*
- *Infrastructure planned to serve development (roads, sewers, water, stormwater system, etc.). Roadways intended primarily to serve as adjoining land uses within an AUAR area are normally expected to be reviewed as part of an AUAR. More "arterial" types of roadways that would cross an AUAR area are an optional inclusion in the AUAR analysis; if they are included, a more intensive level of review, generally including an analysis of alternative routes, is necessary.*
- *Information about the anticipated staging of various developments, to the extent known, and of the infrastructure, and how the infrastructure staging will influence the development schedule.*

The AUAR study area is located northwest of the intersection 145th Street East and Blaine Avenue and encompasses an area totaling approximately 235.2 acres on 14 parcels in the City of Rosemount, Dakota County, Minnesota (shown on Figure 1). Scannell Properties, LLC is proposing to redevelop the study area from existing agriculture to business park uses.

Development Scenario

The development scenario includes multiple buildings for a total of 1.92 million square feet of proposed industrial development (see Table 1 and Figure 3). The proposed development within the AUAR study area is anticipated to start spring 2024 and is anticipated to be constructed in three phases:

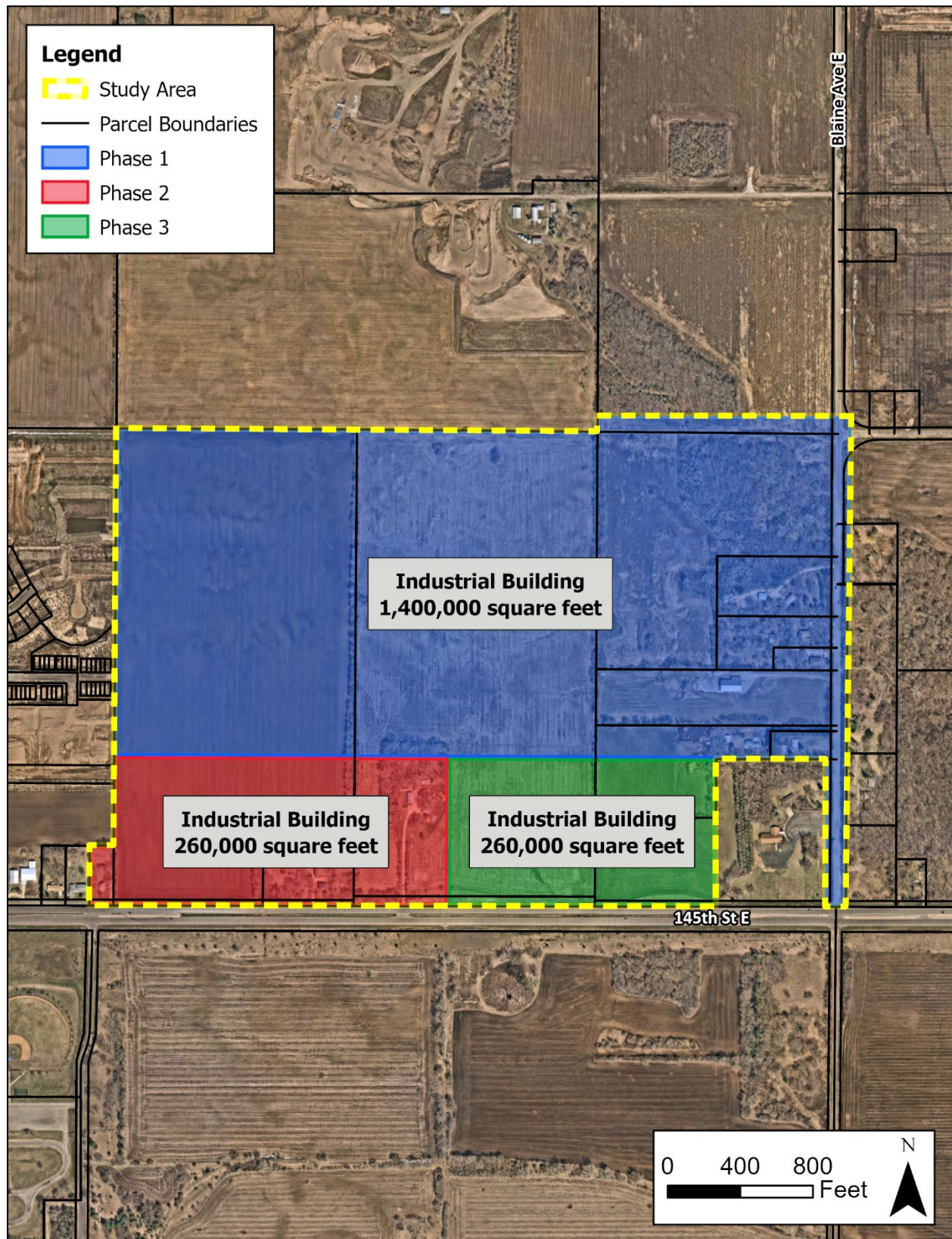
- Phase 1: 2024 – 2026
- Phase 2: 2025 – 2030
- Phase 3: 2030 – 2035 (*estimated*)

The intent of the AUAR is to recognize the worst-case potential impacts and identify mitigation measures that may be taken to compensate for those impacts. Redevelopment of the study area would include new infrastructure, including water service, sewer, stormwater, streets, and utilities. All new services would be extensions to existing infrastructure or upgrading existing systems to support the new land development.

Table 1: Development Scenarios

Measure	Development Scenario
Total Project Area (acres)	235 acres
Industrial Building Area (square feet)	1.92 million
Structure Height(s)	Maximum of 40 ft

Figure 3: Development Scenario



7. Climate Adaption and Resilience

- a. **Describe the climate trends in the general location of the project (see guidance: *Climate Adaptation and Resilience*) and how climate change is anticipated to affect that location during the life of the project.**

Trends in temperature, precipitation, flood risk, and cooling degree days are described below for the general project location. Some of the climate projections summarized below use Representative Concentration Pathways (RCPs), which are greenhouse gas concentration scenarios used by the Intergovernmental Panel on Climate Change. RCP 4.5 is an intermediate scenario in which emissions decline after peaking around 2040, and RCP 8.5 is a worst-case scenario in which emissions continue to rise through the 21st century.¹

Temperature

According to the Minnesota Climate Explorer, the historical average temperature in Dakota County between 2002 and 2022 was approximately 48.08°F, with the lowest average in 2014 (42.1°F) and the highest average in 2012 (49.45°F).² The average annual temperature in Dakota County is projected to increase to 49.0°F from 2040 to 2059 under RCP 4.5 (intermediate emissions pathway). In 2080-2099, average annual temperature is projected to further increase to 51.4°F and 55.1°F under RCP 4.5 and 8.5 (high emissions pathway), respectively.

Urban Heat Island

Surfaces and structures such as roads, parking lots, and buildings absorb and re-emit more heat from the sun than natural landscapes. This can significantly raise air temperature and overall extreme heat vulnerability in urban areas where there are dense concentrations of these surfaces. This is referred to as urban heat island effect. According to the Metropolitan Council's Extreme Heat Map Tool, the AUAR study area is located in an area of medium heat vulnerability.³

Precipitation

According to the Minnesota Climate Explorer, historic average precipitation in Dakota County between 2001 and 2021 was approximately 33.88 inches, with the lowest average in 2003 (24.19 inches) and the highest average in 2019 (43.0 inches). Average annual precipitation in Dakota County from 2040-2059 is projected to be 32.31 inches under RCP 4.5. From 2080-2099, average annual precipitation is projected to be 32.62 inches under RCP 4.5 and 35.3 inches under RCP 8.5.

Flood Risk

In many places, climate change is exacerbating the frequency and intensity of the extreme rainfall events and associated flooding. According to Flood Factor, a tool that identifies a property's risk of flooding, the study area has a minimal risk of flooding despite increases in extreme rainfall events.

¹ Climate Explorer Metadata. Available at <https://www.dnr.state.mn.us/climate/climate-explorer-metadata.html>.

² Minnesota Climate Explorer. Minnesota Department of Natural Resources. Available at <https://arcgis.dnr.state.mn.us/ewr/climateexplorer/main/historical>.

³ Extreme Heat Map Tool. Metropolitan Council. Available at <https://metro council.org/Communities/Planning/Local-Planning-Assistance/CVA/Tools-Resources.aspx>

Cooling Degree Days

As defined by the National Weather Service, degree days are based on the assumption that when the outside temperature is 65°F, heating or cooling is not needed to be comfortable. Degree days are the difference between the daily temperature mean and 65°F. If the temperature mean is above 65°F, 65 is subtracted from the mean and the result is the cooling degree days. For example, if the mean temperature over a 24-hour period is 70°F, then there have been 5 cooling degree days⁴. Cooling degree days are used as a proxy to estimate cooling needs for buildings.

According to Heat Vulnerability in Minnesota, the number of cooling degree days in 2019 for Dakota County was 424. The number of cooling days in 2050 for Dakota County is projected to be 505 and 652 for RCP 4.5 and 8.5, respectively.⁵

- b. For each resource category in the table below, describe the project's proposed activities and how the project's design will interact with those climate trends. Describe proposed adaptations to address the project effects identified.**

Table 2: Climate Considerations and Adaptations

Resource Category	Climate Considerations	Project Information	
		Climate Change Risks and Vulnerabilities	Adaptations
Project Design	Aspects of building architecture/materials choices and site design may impact urban heat island conditions in the surrounding area, including changing climate zones, temperature trends, and potential for extended heat waves.	In the coming decades, the location of the study area is anticipated to experience: • Increased annual temperatures • Increased annual precipitation and more frequent heavy rainfall events • Increased freeze thaw cycles • Medium urban heat island effect	• Buildings will be constructed with rooftop-ready infrastructure for solar power generation. • Building shells will be energy efficient. • Proposed trees and landscaping will reduce runoff and mitigate urban heat island effect.
Land Use	No critical facilities (i.e., facilities necessary for public health and safety, those storing hazardous materials, or those with housing occupants who	Portions of the proposed development may experience flooding during extreme rain events.	Design of the site and stormwater management facilities will be completed to reduce the risk of flooding in the AUAR

⁴ "What Are Heating and Cooling Degree Days." National Weather Service. Available at https://www.weather.gov/key/climate_heat_cool.

⁵ Heat Vulnerability in Minnesota. Minnesota Department of Health and the University of Minnesota. Available at https://maps.umn.edu/climatehealthtool/heat_app/.

Resource Category	Climate Considerations	Project Information	
		Climate Change Risks and Vulnerabilities	Adaptations
	may be insufficiently mobile) are proposed, and the study area has a low risk of localized flooding. describe the risk potential considering changing precipitation and event intensity		study area. Buildings will be set at elevations to maintain clearance above 100-year flood elevations. Infiltration areas may be used and would improve water quality and stormwater runoff in the project vicinity.
Water Resources	Current Minnesota climate trends and anticipated climate change in the general location of the project may influence water resources.	Water resources in the general project area may become warmer, more polluted, and change in volume due to increased temperatures and runoff. There may be more evaporation and water available when it rains leading to an increase in the flood potential. It is projected that there will be more severe storm events with high, intense rain amounts which will require drainage systems to be adequately maintained to accommodate for the increase in water volume.	• Developer will consider using native plants and perennials for landscaping and stormwater features will absorb water and reduce the water demand for irrigation. • Stormwater BMPs will be designed to weather a 100-year storm event in accordance with City/Vermillion River Watershed Joint Powers Organization requirements as the property is developed, see Item 12.ii.
Contamination/ Hazardous Materials/ Wastes	Current Minnesota climate trends and anticipated climate change in the general location of the project may influence the potential environmental effects of generation/use/storage of hazardous waste and materials.	The proposed development is not anticipated to generate hazardous waste or materials.	Not applicable.
Fish, Wildlife, Plant Communities,	Current Minnesota climate trends and anticipated climate	Suitable habitat for species may become unsuitable due to land	Native plantings and stormwater BMPs will provide suitable habitat

Resource Category	Climate Considerations	Project Information	
		Climate Change Risks and Vulnerabilities	Adaptations
and Sensitive Ecological Resources (Rare Features)	change in the general location of the project may influence the local species and suitable habitat.	use changes, increased temperature, and increased runoff.	for small mammals, insects, and bird species.

8. Cover Types

Estimate the acreage of the site with each of the following cover types before and after development.

AUAR Guidance: The following information should be provided:

- *A cover type map, at least at the scale of a USGS topographic map, depicting:

 - *Wetlands (identified by Circular 39 type)*
 - *Watercourses (rivers, streams, creeks, ditches)*
 - *Lakes (identify public waters status and shoreland management classification)*
 - *Woodlands (break down by classes where possible)*
 - *Grassland (identify native and old field)*
 - *Cropland*
 - *Current development**
- *An overlay map showing anticipated development in relation to the cover types. This map should also depict any "protection areas," existing or proposed, that will preserve sensitive cover types. Separate maps for each major development scenario should be generally provided.*

The AUAR study area is approximately 235.2 acres of rural commercial uses, residences, and cropland. There are approximately 16 existing residential buildings and structures within the study area. Existing cover types within the site are shown on Table 3 and Figure 4 and were determined by reviewing aerial photography. There are three wetlands on the site, the largest of these is located within the northeastern portion of the AUAR study area.

Figure 4: Existing Cover Types

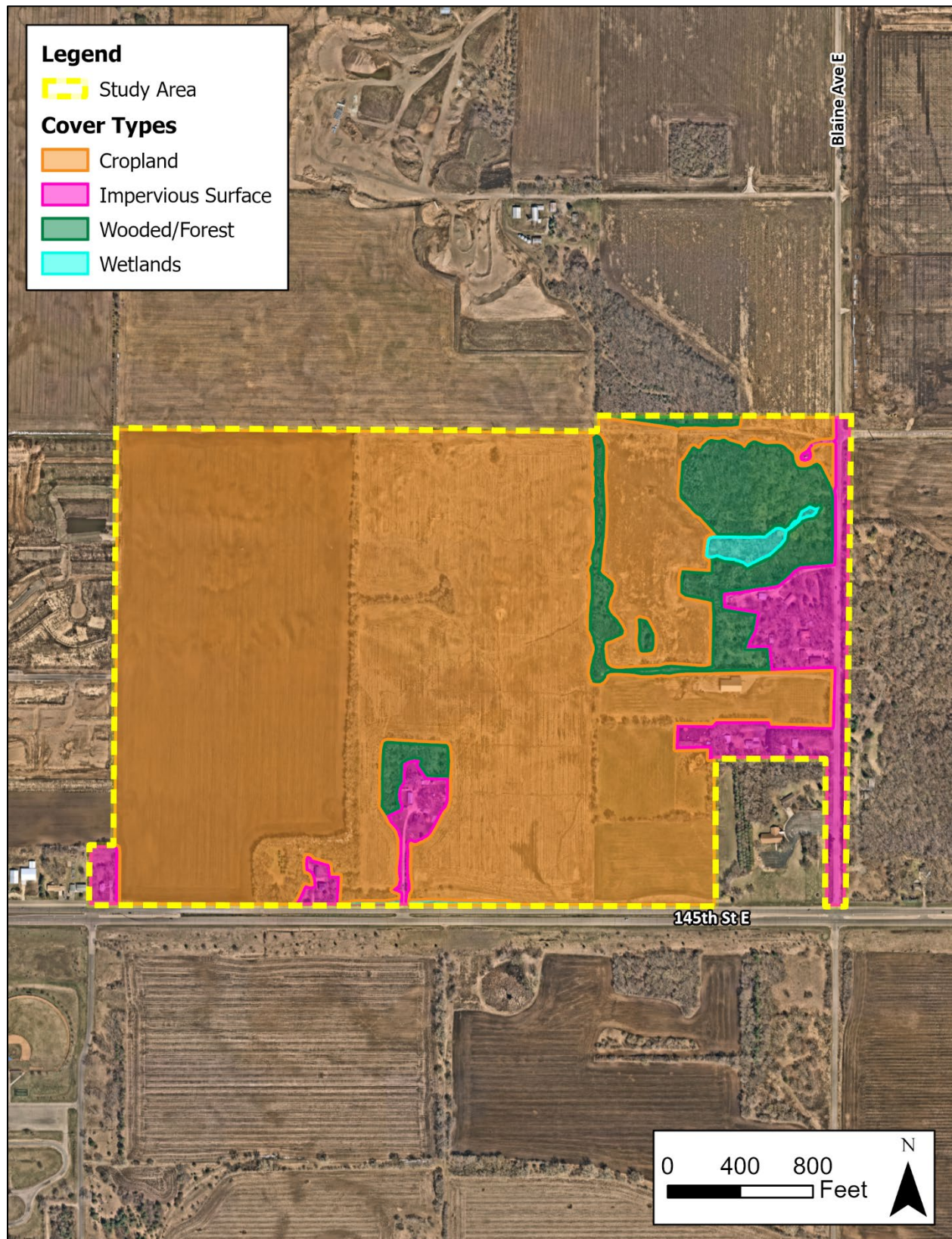


Table 3: Cover Types

Cover Type	Before (Acres)	After (Acres)
Wetlands and Shallow Lakes (less than 2 meters deep)	1.7	1.7
Wooded/Forest	19.7	0.7
Cropland	193.9	0
Lawn/Landscaping	0	49
Green Infrastructure (total from Table 1)	0	25.6
Impervious Surface	20	158.9
Total	235	235

Table 4: Green Infrastructure

Green Infrastructure	Before (Acres)	After (Acres)
Constructed Infiltration Systems (infiltration basins, infiltration trenches, rainwater gardens, bioretention areas without underdrains, swales with impermeable check dams)	0	25.6
Total	0	25.6

Table 5: Trees

Trees	Number
Number of Mature Trees Removed During Development (Percent of total trees within site)	1,204 (96%)
Number of New Trees Planted	3,000

9. Permits and Approvals Required

AUAR Guidance: A listing of major approvals (including any comprehensive plan amendments and zoning amendments) and public financial assistance and infrastructure likely to be required by the anticipated types of development projects should be given for each major development scenario. This list will help orient reviewers to the framework that will protect environmental resources. The list can also serve as a starting point for the development of the implementation aspects of the mitigation plan to be developed as part of the AUAR.

Table 6: Permits and Approvals Required

Unit of Government	Type of Application	Status
Federal		
US Army Corps of Engineers	Section 404 Permit	To be applied for, if applicable
State		
Minnesota Pollution Control Agency	Section 401 Water Quality Certification	To be applied for, if applicable
	National Pollutant Discharge Elimination System Stormwater Permit for Construction Activities	To be applied for, if applicable

Unit of Government	Type of Application	Status
	Sanitary Sewer Extension Permit	To be applied for, if applicable
	Construction Contingency Plan and Response Action Plan approval	To be applied for, if applicable
	Notice of Intent of Demolition	To be applied for, if applicable
Minnesota Department of Natural Resources	Temporary Groundwater Appropriation Permit for Construction Dewatering	To be applied for, if applicable
Minnesota Department of Health	Water Main Installation Permit	To be applied for, if applicable
Regional		
Metropolitan Council	Sewer Extension Permit	To be applied for, if applicable
	Sewer Connection Permit to Connect	To be applied for, if applicable
	Direct Connection Permit	To be applied for, if applicable
Vermillion River Watershed Joint Powers Organization	Project Review	To be applied for, if applicable
County		
Dakota County	Building Permit	To be applied for, if applicable
	Right-of-Way Permit	To be applied for, if applicable
City		
City of Rosemount	Preliminary/Final Plat	To be applied for, if applicable
	Comprehensive Plan Amendment	To be applied for, if applicable
	Sign Permit	To be applied for, if applicable
	Site Plan Approval	To be applied for, if applicable
	Building Permit	To be applied for, if applicable
	Demolition Permit	To be applied for, if applicable
	Erosion Control, Grading, and Stormwater Permit	To be applied for, if applicable
	Right-of-Way permit	To be applied for, if applicable
	WCA Review and Approval	To be applied for, if applicable

Unit of Government	Type of Application	Status
	Wetland Buffer Zone Management Plan approval	To be applied for, if applicable
	Zoning Map Amendment	To be applied for, if applicable
	Planned Unit Development	To be applied for, if applicable
	Conditional Use Permit	To be applied for, if applicable
	AUAR Approval	In process

10. Land Use

a. Describe:

- i. **Existing land use of the site as well as areas adjacent to and near the site, including parks and open space, cemeteries, trails, and prime or unique farmlands.**

Existing Land Use

The AUAR study area consists of 14 existing parcels and 11 of the 14 parcels are comprised of agricultural fields, private residential lots, or a mix of the two. The existing land use for the parcel in the southeast corner of the subject area is a church, which will be subdivided to allow the church use to remain, while the western portion is combined with the project (see Figure 5). The remaining two parcels consist of a roadside ditch and a gravel pit.

The study area is generally bounded by 145th Street to the south, Blaine Avenue to the east, and agricultural land to the north with residential development occurring to the west. Dakota County Technical College is located to the southwest of the study area.

There are no existing parks or trails within or adjacent the study area, a portion of the future Rosemount Greenway Regional Trail is located north of the AUAR study area.

According to the Natural Resources Conservation Service (NRCS), 57.6 percent of the study area is considered prime farmland, and an additional 14.2 percent of the study area is considered farmland of statewide importance (see Table 8).

- ii. **Planned land use as identified in comprehensive plans (if available) and any other applicable plan for land use, water, or resource management by a local, regional, state, or federal agency.**

AUAR Guidance: Water-related land use management districts should be delineated on appropriate maps, and the land use restrictions applicable in those districts should be described. If any variances or deviations from these restrictions within the AUAR area are envisioned, this should be discussed.

Rosemount 2040 Comprehensive Plan

The majority of study area is identified as Business Park in the City's 2040 future land use map⁶. Permitted uses of Business Park include light manufacturing, processing, and assembling, warehousing, wholesaling, and distribution, medical and dental, financial institutions, and office, with an Expected Floor Area Ratio of 0.25 to 0.35. Parcel 34-02600-40-010 and the southwestern portion of parent parcel 34-02600-25-011 (both of which are located in the southwest corner of the study area) are identified as Community Commercial. Permitted uses of Community Commercial include retail, offices, restaurants, essential service facilities, hotels and motels, public parking, and gas stations, with an Expected Floor Area Ratio of 0.15 to 0.20. Anticipated phasing for future development is predicted to occur between 2021-2030.

Dakota County 2040 Comprehensive Plan

The Dakota County 2040 Comprehensive Plan⁷ is used to guide the County's housing, transportation, county facilities, parks, and land use planning over the next 20 years. While the future land use designation falls under the City of Rosemount's comprehensive plan, the County's plan classifies Rosemount as an emerging suburban edge community. Communities with the emerging suburban edge classification includes areas managing rapid growth and change. These areas have significant amounts of land for future development. Primary concerns in suburban edge communities include protecting water supplies and preserving open space.

iii. Zoning, including special districts or overlays such as shoreland, floodplain, wild and scenic rivers, critical area, agricultural preserves, etc.

Existing Zoning

The majority of the study area is currently zoned AG, Agricultural. One parcel, 34-02600-15-010, is currently zoned RR, Rural Residential (see Figure 6). According to Rosemount's city code, Agricultural districts are primarily intended to "establish and encourage the long-term continuation of agricultural and related uses in the city in areas which are both suitable for agriculture and are not planned for urban development." Permitted uses include agriculture, commercial greenhouse and landscape nurseries, commercial livestock, dairy farming, keeping of horses, and single-family detached dwellings. Additionally, according to Rosemount's city code, Rural Residential Districts are primarily intended to "provide for a large lot rural residential lifestyle which is separate from and not in conflict with commercial agricultural activities." Permitted uses include commercial horse stables, essential service facilities (except electrical substations and switching substations), single-family detached dwellings, community gardens, and public parks. Churches are a conditional use in the RR Residential Zoning District.

⁶ Source: Rosemount 2040 Land Use Plan. Available at:

https://www.rosemountmn.gov/DocumentCenter/View/2776/CompPlan_ProposedLandUseDraft6-27-17?bidId=

⁷ Source: Dakota County 2040 Comprehensive Plan. Available at:

<https://www.co.dakota.mn.us/Government/Planning/CompPlan/Documents/2040ComprehensivePlanAmendment.pdf>

Any new development, redevelopment, change in land use, or change in zoning is required to be consistent with the current City's Comprehensive Plan.

FEMA National Flood Hazard

According to the Federal Emergency Management Agency's (FEMA's) Flood Insurance Rate Map (panel numbers 27037C0230E and 27037C0235E, effective 12/02/2011), the AUAR study area is located in an area of minimal flood hazard and not located within a FEMA 100-year floodplain.

Vermillion River Watershed Joint Powers Organization

The study area is located within the Vermillion River Watershed Joint Powers Organization (VRWJPO) area. VRWJPO seeks to protect surface water, ground water, and natural resources within in the Vermillion River watershed. Jurisdiction of the VRWJPO is provided under the Metropolitan Surface Water Management Act and the Metropolitan Area Local Water Management Rules. Based on the regulatory framework in the VRWJPO regarding water and natural resources, the City has adopted the VRWJPO standards into the City's ordinances. Therefore, regulations related to the VRWJPO standards will be handled by the City.

Rosemount Comprehensive Wetland Management Plan

The Rosemount Comprehensive Wetland Management Plan, last updated March 2021, identifies one wetland in the northeast portion of the study area. This plan lays out the City's rules regarding development within and near wetlands. Development adjacent to wetlands the must adhere to several standards listed in Rosemount Municipal Code 11-7-3 including the wetland buffer strips and setbacks listed in Table 7. Additionally, for all new and redeveloped land, the developer shall be responsible for the installation of monuments that mark the outer edge of the wetland buffer zones and will be required to prepare a Buffer Zone Management Plan. Buffer zone monitoring will be required for a minimum of five years to ensure compliance with the performance standards as outlined on the Wetland Buffer Zone Management Plan.

Table 7: Wetland Buffer Strips and Setbacks⁸

Wetland Classification	Permanent Buffer Strip Average Width (Feet)	Additional Structure Setback from Buffer (Feet)	Minimum Permanent Buffer Zone Width (Feet)
Preserve	75	30	30
Manage 1	50	30	30
Manage 2	30	30	15
Manage 3	15	30	15

- iv. If any critical facilities (i.e., facilities necessary for public health and safety, those storing hazardous materials, or those housing occupants who may be**

⁸ Source: City of Rosemount. Comprehensive Wetland Management Plan (2021). Available at: <https://www.rosemountmn.gov/DocumentCenter/View/5072/16293-000---RSMT-CWMP-2021-Update---030221>

insufficiently mobile) are proposed in floodplain areas and other areas identified as at risk for localized flooding, describe the risk potential considering changing precipitation and event intensity.

No critical facilities are proposed as part of the project, and no portion of the study area is located within a FEMA 100-year floodplain area.

b. Discuss the project's compatibility with nearby land uses, zoning, and plans listed in Item 10a above, concentrating on implications for environmental effects.

AUAR Guidance: The extent of conversion of existing farmlands anticipated in the AUAR should be described. If any farmland will be preserved by special protection programs, this should be discussed.

If development of the AUAR will interfere or change the use of any existing designated parks, recreation areas, or trails, this should be described in the AUAR. The RGU may also want to discuss under this item any proposed parks, recreation areas, or trails to be developed in conjunction with development of the AUAR area.

The AUAR must include a statement of certification from the RGU that its comprehensive plan complies with the requirements set out at Minnesota Rules, part 4410.3610, subpart 1. The AUAR document should discuss the proposed AUAR area development in the context of the comprehensive plan. If this has not been done as part of the responses to Items 6, 10, 12, 20, and others, it must be addressed here; a brief synopsis should be presented here if the material has been presented in detail under other items. Necessary amendments to comprehensive plan elements to allow for any of the development scenarios should be noted. If there are any management plans of any other local, state, or federal agencies applicable to the AUAR area, the document must discuss the compatibility of the plan with the various development scenarios studied, with emphasis on any incompatible elements.

Existing Land Use

The existing agricultural land is expected to transition to different land uses as the city develops. Any new development, redevelopment, change in land use, or change in zoning is required to be consistent with the Comprehensive Plan.

Existing Zoning

The existing zoning of the site is mostly Agricultural with one parcel zoned as Rural Residential. The development scenario proposes office/warehouse uses. This is inconsistent with the current zoning and would require a zoning change.

2040 Comprehensive Plan

The City of Rosemount has certified that the 2040 Comprehensive Plan complies with the requirements set forth in Minnesota Rules, part 4410.3610, subpart 1. This plan identifies the site as Business Park (see Figure 1). The development scenario proposes light industrial uses, and this use is consistent with the Business Park designation identified in the Comprehensive Plan. The parcel identified as Community Commercial within the AUAR study area is planned to be used as a road right of way to serve the future development, which is compatible with that future land use designation.

Vermillion River Watershed Joint Powers Organization

The proposed development will need to be consistent with the rules of the VRWMJPO. Additionally, all construction and development within will follow best management practices regarding stormwater, erosion control, and drainage.

Rosemount Comprehensive Wetland Management Plan

As required by this plan, the developer will prepare a Buffer Zone Management Plan. The proposed development will adhere to the buffer and setback rules laid out within the Rosemount Comprehensive Wetland Management Plan and the developer will perform buffer zone monitoring for a minimum of five years to ensure compliance with City standards.

c. Identify measures incorporated into the proposed project to mitigate any potential incompatibility as discussed in Item 10b above and any risk potential.

The development scenario would require a zoning change from agricultural and rural residential to industrial to allow for office/warehouse uses.

Figure 5: Existing Land Use

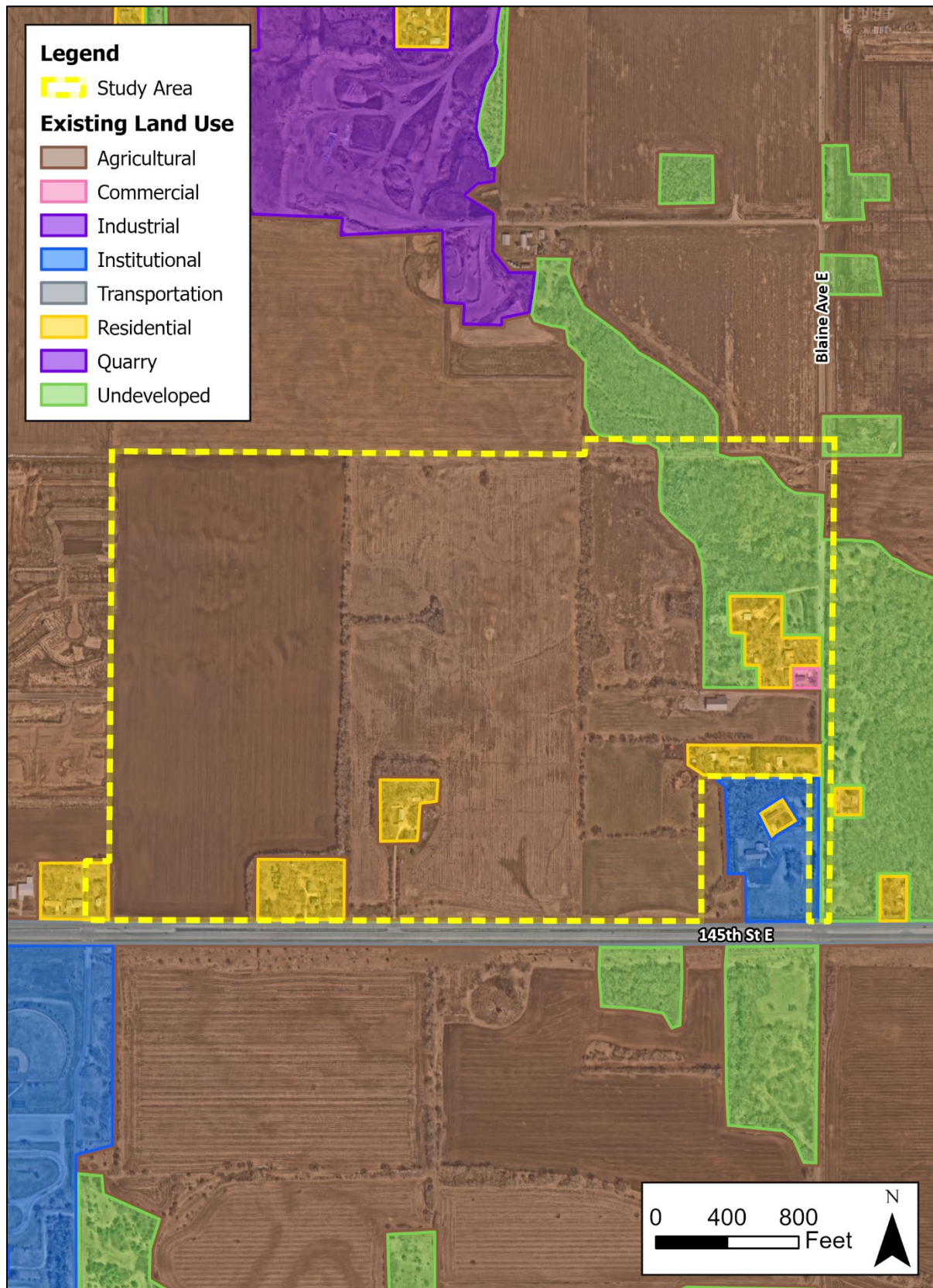


Figure 6: Existing Zoning

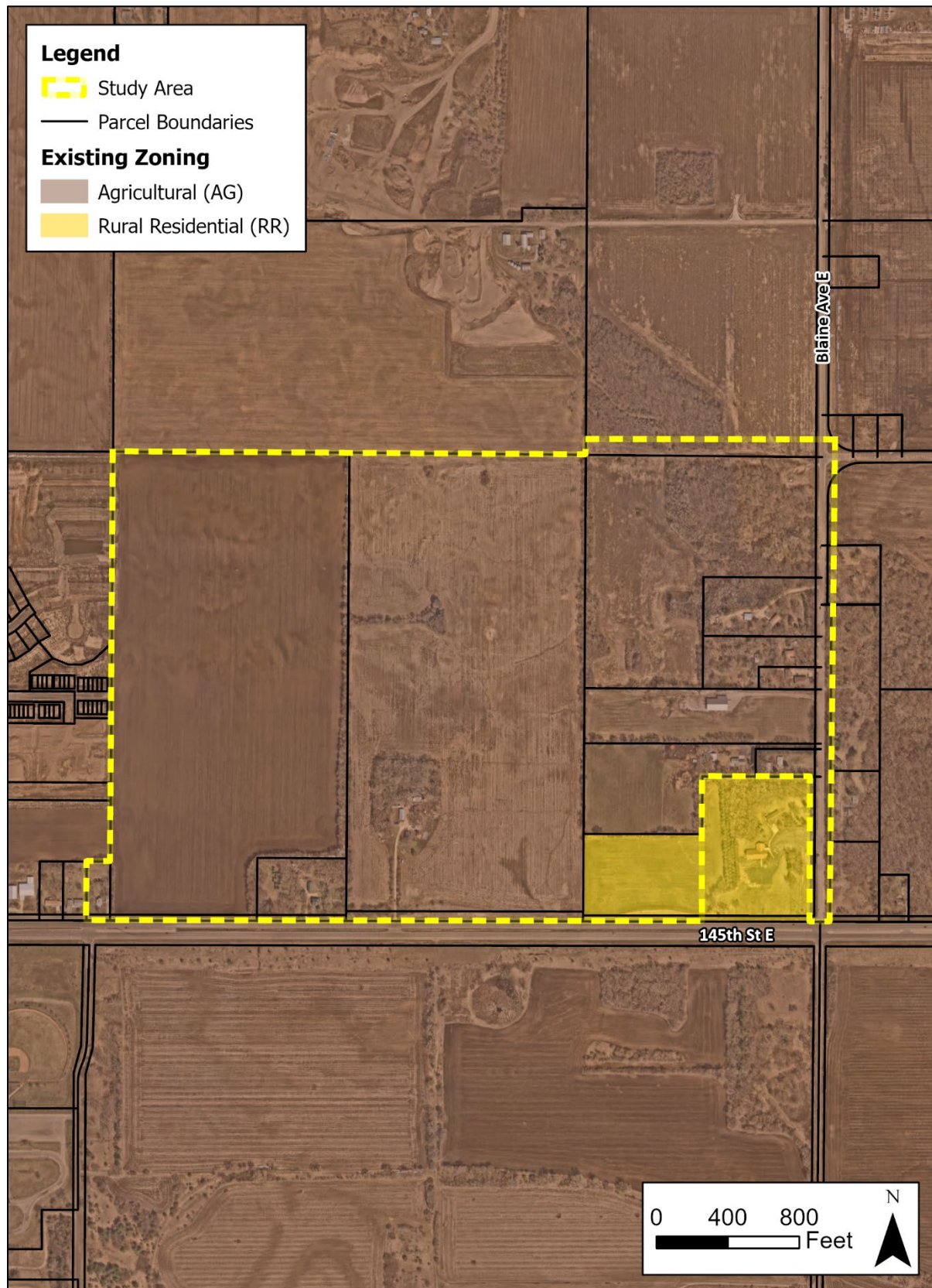
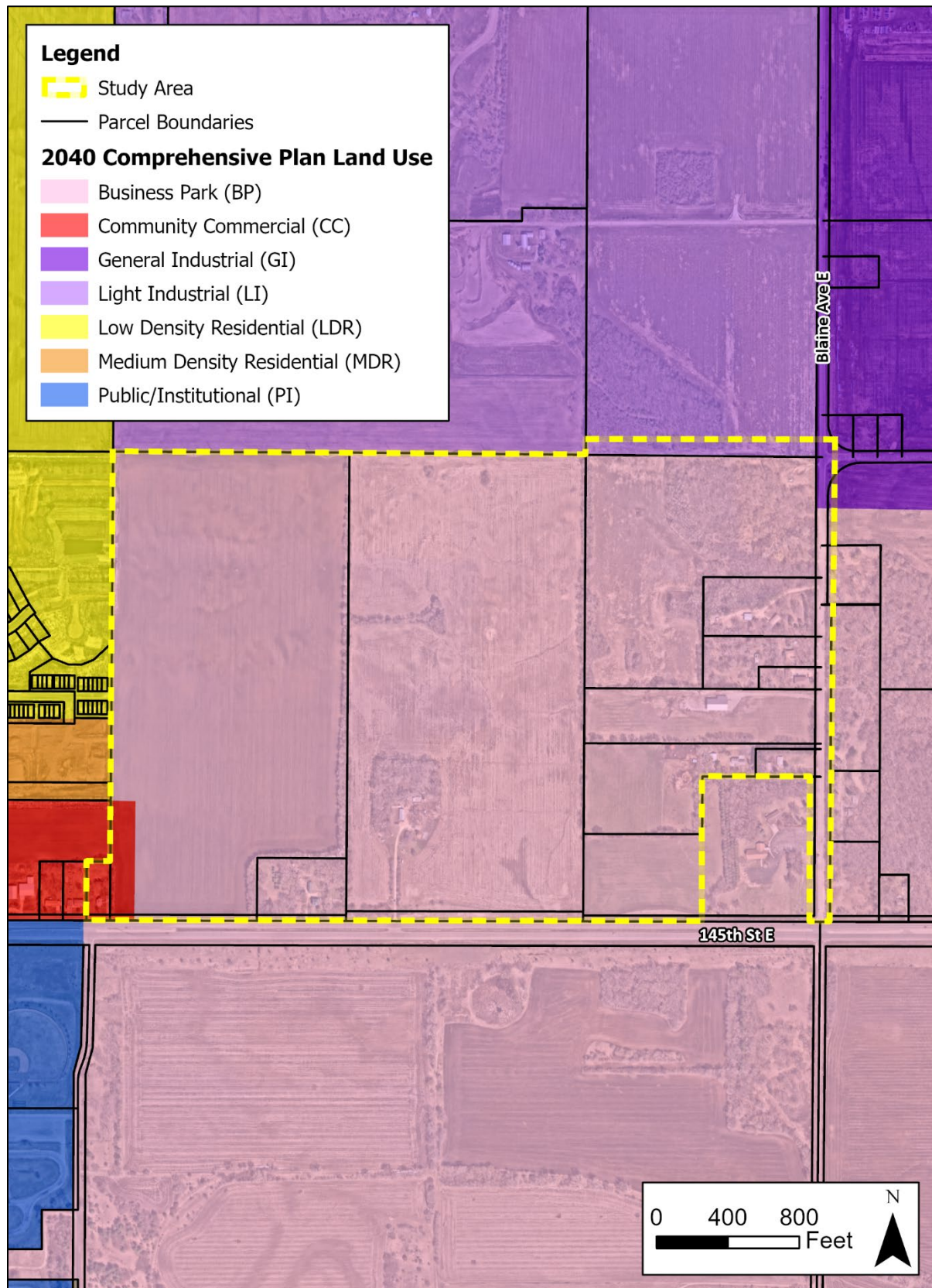


Figure 7: 2040 Land Use



11. Geology, Soils, and Topography/Landforms

- a. **Geology – Describe the geology underlying the project area and identify and map any susceptible geologic features such as sinkholes, shallow limestone formations, unconfined/shallow aquifers, or karst conditions. Discuss any limitations of these features for the project and any effects the project could have on these features. Identify any project designs or mitigation measures to address effects to geologic features.**

AUAR Guidance: A map should be included to show any groundwater hazards identified.

According to the Geologic Atlas of Dakota County, the AUAR study area lies above Paleozoic bedrock. The bedrock formation generally lies within the lower and middle Ordovician system, which consists of dolostone, sandy to silty dolostone, and sandstone, siltstone, and shale, include the Shakopee formation, and Oneota dolomite of the Prairie du Chien Group. The depth to bedrock in the study area vicinity ranges from 128 feet to 300 feet below the existing grade. Groundwater is present at approximately 0 to 50 feet below the existing grade.

There are no known sinkholes or unconfined/shallow aquifers located within the AUAR study area. The northeast corner and an area along the western boundary of the AUAR study area are within regions prone to surface karst feature development (see Figure 8).

According to the Minnesota Pollution Control Agency (MPCA), karst is a landscape formed by the dissolution of a layer or layers of soluble bedrock, such as limestone, dolomite, or gypsum. One of the distinctive features of karst landscapes is the potential presence of caves and sinkholes. Cracks and fissures form and grow in the bedrock as runoff passes through the ground, forming passages, caves, and possibly even sinkholes. Prior to development, the site will be investigated to identify subsurface voids, cavities, fractures, or other discontinuities which could pose an environmental concern or a construction hazard to future development. If karst conditions are found to be present, the project proposer will follow the Vermillion River Watershed Joint Powers Organization, City of Rosemount, and the MPCA design guidelines.

- b. **Soils and Topography – Describe the soils on the site, giving NRCS (SCS) classifications and descriptions, including limitations of soils. Describe topography, any special site conditions relating to erosion potential, soil stability, or other soil limitations, such as steep slopes or highly permeable soils. Provide estimated volume and acreage of soil excavation and/or grading. Discuss impacts from project activities (distinguish between construction and operational activities) related to soils and topography. Identify measures during and after project construction to address soil limitations including stabilization, soil corrections, or other measures. Erosion/sedimentation control related to stormwater runoff should be addressed in response to Item 12.b.ii.**

AUAR Guidance: The number of acres to be graded and number of cubic yards of soil to be moved need not be given; instead, a general discussion of the likely earthmoving needs for development of the area should be given, with an emphasis on unusual or problem areas. In discussing mitigation measures, both the standard requirements of the local ordinances and

any special measures that would be added for AUAR purposes should be included. A standard soils map for the area should be included.

According to the Natural Resources Conservation Service (NRCS) Web Soil, the area is comprised of 21 different soil types. Soil information is included in Table 8 and Figure 9.

Topography within the study area varies from 878 feet in elevation in the northeast portion of the site to 962 feet in elevation in the southeast portion of the site. The site generally drains to the northeast towards a local depression, or along roadside ditches.

Earthwork on-site is anticipated to generally balance and be kept on-site. The proposed project would require approximately 125,000 total cubic yards of excavation over 225 acres. Grading activities within the site are anticipated to begin as early as spring 2024. Where appropriate, slope stabilization will be provided by means of vegetation establishment, erosion control blankets, or other standard methods of erosion and sediment control. The proposed development within the AUAR study area will require compliance with the VRWJPO and the City of Rosemount's erosion and sediment control standards.

A National Pollutant Discharge Elimination System (NPDES) and Stormwater Pollution Prevention Program Construction Stormwater Permit (SWPPP) will be obtained prior to any earthwork or grading activities within the AUAR study area.

Table 8: Soil Types

Map Unit Symbol	Soil Type	Farmland Classification	Acres within Study Area	Percent of Study Area
98	Colo silt loam, occasionally flooded	Prime farmland if protected from flooding or not frequently flooded during the growing season	6.5	3%
129	Cylinder loam, 0 to 2 percent slopes	All areas are prime farmland	2	1%
250	Kennebec silt loam	All areas are prime farmland	29.2	12%
150B	Spencer silt loam, 2 to 6 percent slopes	All areas are prime farmland	5.2	2%
279B	Otterholt silt loam, 1 to 6 percent slopes	All areas are prime farmland	7.6	3%
279C	Otterholt silt loam, 6 to 15 percent slopes	Farmland of statewide importance	4.5	2%
27B	Dickinson sandy loam, 2 to 6 percent slopes	All areas are prime farmland	2.2	1%
301B	Lindstrom silt loam, 1 to 4 percent slopes	All areas are prime farmland	1.8	1%
39B	Wadena loam, 2 to 6 percent slopes	All areas are prime farmland	7.2	3%
39B2	Wadena loam, 2 to 6 percent slopes, eroded	All areas are prime farmland	3.2	1%
39C	Wadena loam, 6 to 12 percent slopes	Farmland of statewide importance	0.8	0%

Map Unit Symbol	Soil Type	Farmland Classification	Acres within Study Area	Percent of Study Area
39D	Wadena loam, 12 to 18 percent slopes	Not prime farmland	6.5	3%
411A	Waukegan silt loam, 0 to 1 percent slopes	All areas are prime farmland	8.8	4%
411B	Waukegan silt loam, 1 to 6 percent slopes	All areas are prime farmland	59.5	25%
415B	Kanaranzi loam, 2 to 6 percent slopes	Farmland of statewide importance	13.2	6%
415C	Kanaranzi loam, 6 to 12 percent slopes	Not prime farmland	8	3%
611C	Hawick gravelly sandy loam, 6 to 12 percent slopes	Not prime farmland	29.9	13%
611D	Hawick gravelly sandy loam, 12 to 20 percent slopes	Not prime farmland	11.7	5%
611F	Hawick loamy sand, 20 to 40 percent slopes	Not prime farmland	3.4	1%
895B	Kingsley-Mahtomedi-Spencer complex, 3 to 8 percent slopes	All areas are prime farmland	8.8	4%
895C	Kingsley-Mahtomedi-Spencer complex, 8 to 15 percent slopes	Farmland of statewide importance	15	0%
Total			235	100%

Figure 8: Karst Conditions

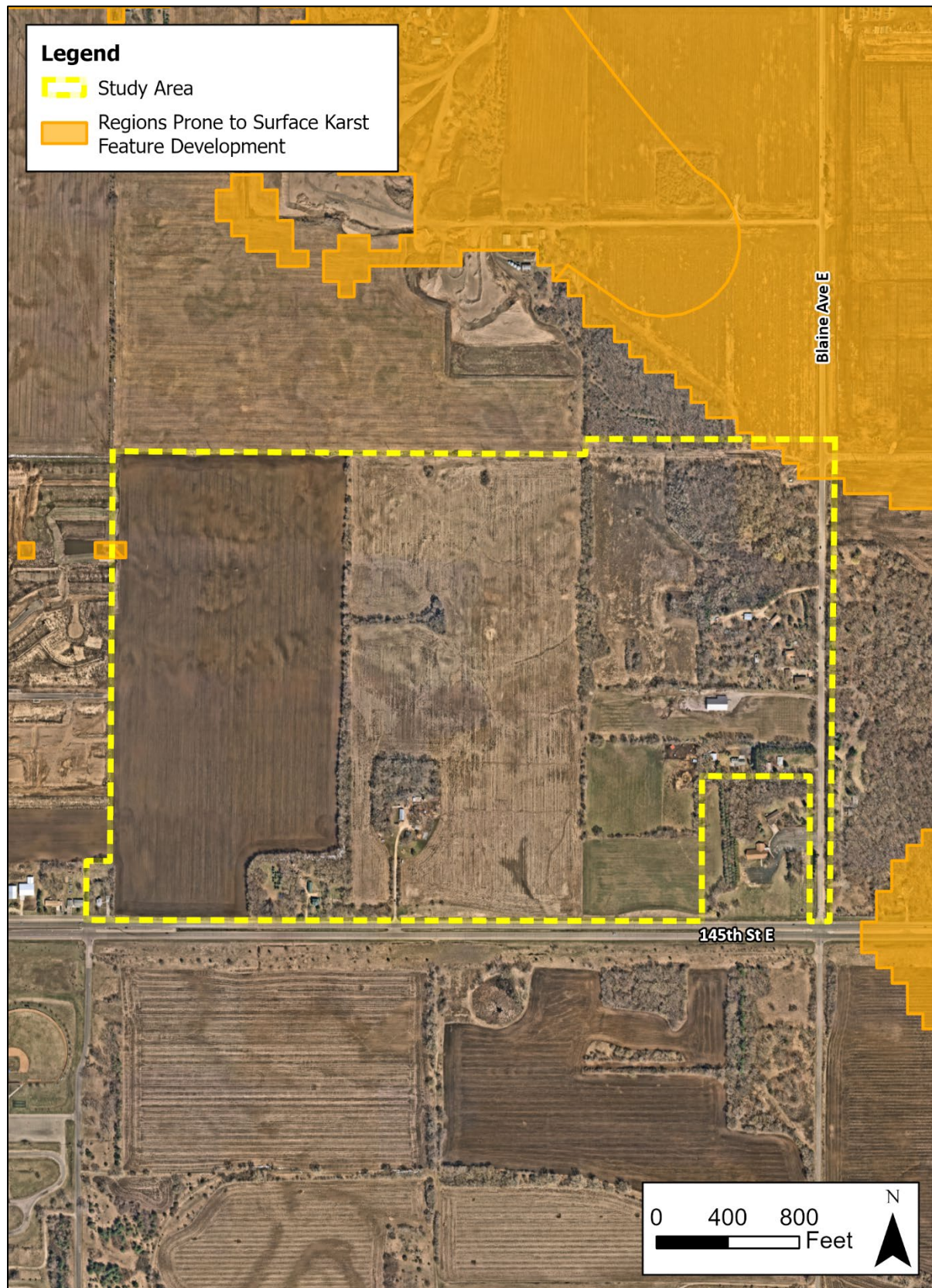
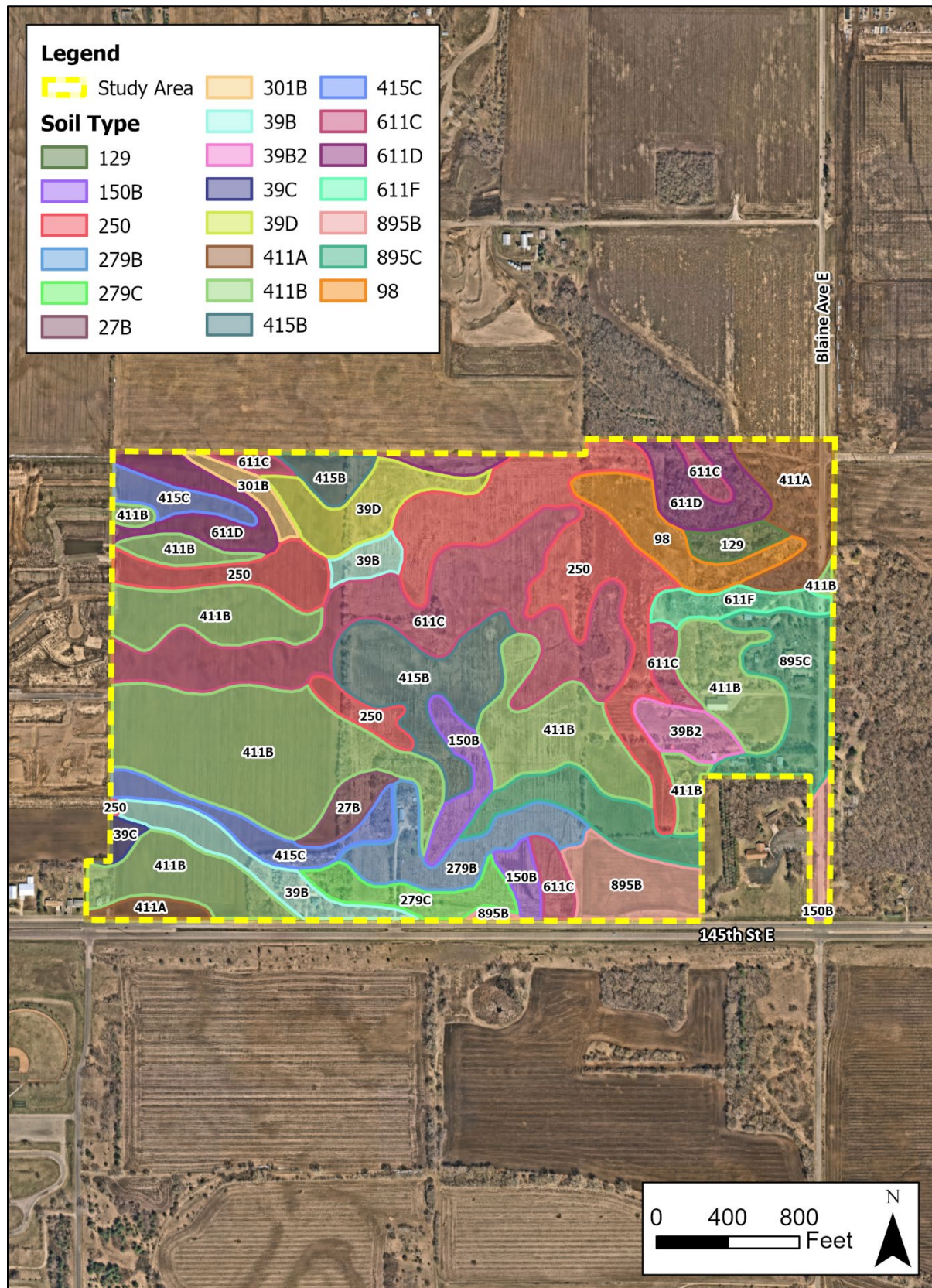


Figure 9: Soil Types



12. Water Resources

AUAR Guidance: The information called for on the EAW form should be supplied for any of the infrastructure associated with the AUAR development scenarios, and for any development expected to physically impact any water resources. Where it is uncertain whether water resources will be impacted depending on the exact design of future development, the AUAR should cover the possible impacts through a “worst case scenario” or else prevent impacts through the provisions of the mitigation plan.

a. Describe surface water and groundwater features on or near the site below.

- i. Surface Water – lakes, streams, wetlands, intermittent channels, and county/ judicial ditches. Include any special designations such as public waters, shoreland classification and floodplain/floodway, trout stream/lake, wildlife lakes, migratory waterfowl feeding/resting lake, and outstanding resource value water. Include the presence of aquatic invasive species and the water quality impairments or special designations listed on the current MPCA 303d Impaired Waters List that are within 1 mile of the project. Include DNR Public Waters Inventory number(s), if any.**

Runoff from the study area generally drains northeast, towards the Mississippi River, which is located to the northeast of the study area. In 2023, Kimley-Horn delineated and prepared a report for aquatic resources within the AUAR study area using a routine Level 2 delineation method, see Appendix A. According to this report, 1.7 acres of wetlands were identified within the AUAR study area as shown in Figure 10 and Table 9.

There are no DNR Public Water Basins, Public Waters Watercourses, or designated trout streams within one mile of the AUAR study area. The project site is located within the Vermillion River Watershed Joint Powers Organization area.

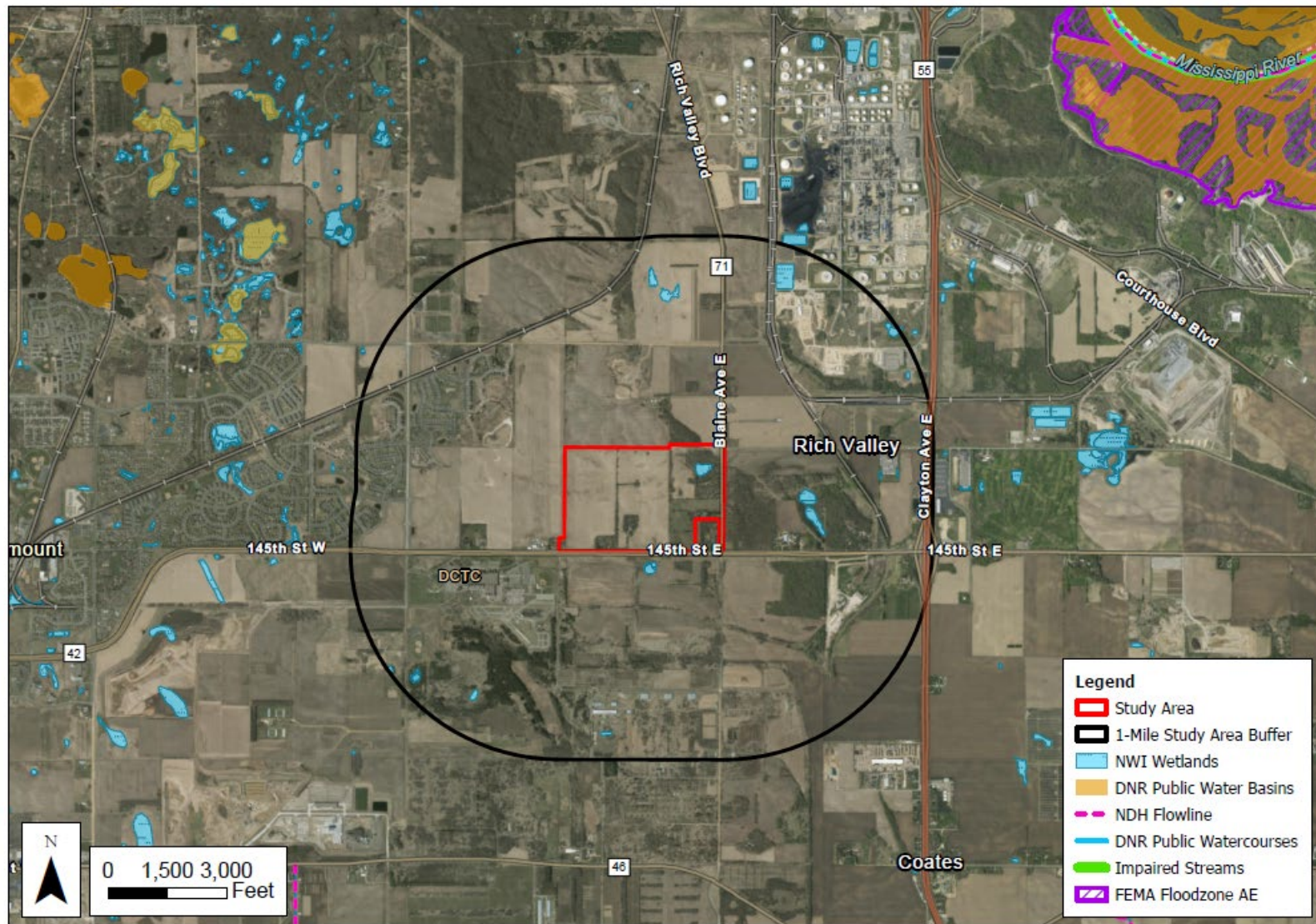
Table 9: Wetland Delineation Summary

Type	Wetland Plant Community	C-39 Type	Size
Wetland	Wet Meadow	2	0.1 acres
Wetland	Wet Meadow	2	0.1 acres
Wetland	Seasonally Flooded Basin	1	1.5 acres
Total			1.7 acres

Figure 10: Wetland Delineation Summary



Figure 11: Surface Water Resources



- ii. **Groundwater – aquifers, springs, and seeps. Include 1) depth to groundwater; 2) if project is within a MDH wellhead protection area; and 3) identification of any onsite and/or nearby wells, including unique numbers and well logs, if available. If there are no wells known on site or nearby, explain the methodology used to determine this.**

According to the Natural Resources Conservation Service (NRCS) the depth to groundwater within the AUAR study area is between 30 to 80+ inches.

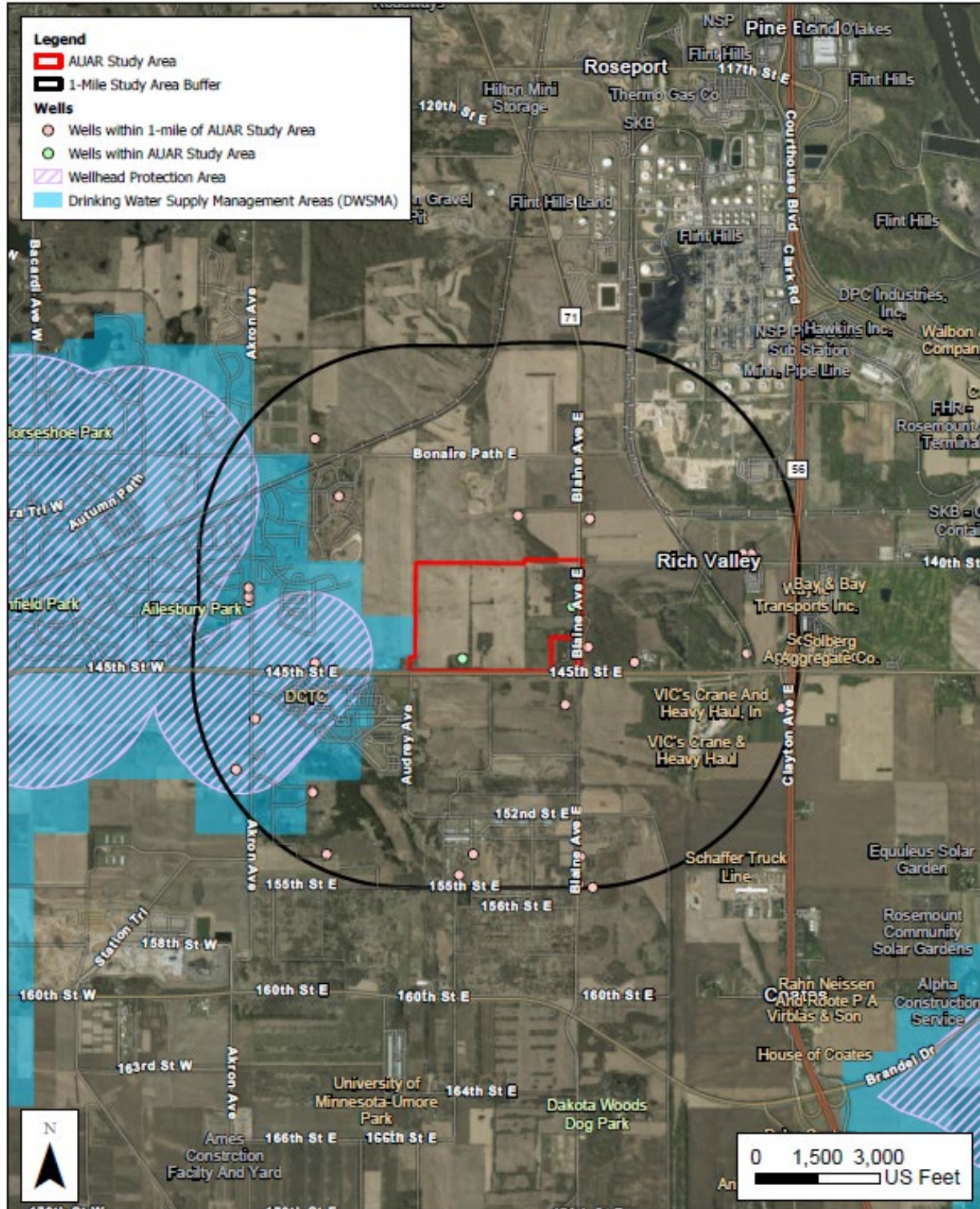
Based on the Minnesota Department of Health's Minnesota Well Index, there are two domestic wells located within the AUAR study area:

- Use: Domestic, Minnesota Unique Well Number: 207613, Static Water Level: 110 feet, Depth: 178 feet, Date Completed: May 1960.
- Use: Domestic, Minnesota Unique Well Number: 207612, Static Water Level: 100 feet, Depth: 177 feet, Date Completed: May 1972.

If unidentified wells are found, the MPCA and Minnesota Department of Health must be contacted to determine the course of action, which may include sealing, relocating, or preserving by a licensed well contractor according to Minnesota Rules Chapter 4725.

The AUAR is not located within a wellhead protection area; however, the western portion of the AUAR study area is located adjacent to the Rosemount Drinking Water Supply Management Area (DWSMA), see Figure 12.

Figure 12: Groundwater Resources



b. Describe effects from project activities on water resources and measures to minimize or mitigate the effects below.

i. Wastewater – For each of the following, describe the sources, quantities, and composition of all sanitary, municipal/domestic, and industrial wastewaters projected or treated at the site.

AUAR Guidance: Observe the following points of guidance in an AUAR:

- *Only domestic wastewater should be considered in an AUAR—industrial wastewater would be coming from industrial uses that are excluded from review through an AUAR process*
- *Wastewater flows should be estimated by land use subareas of the AUAR area; the basis of flow estimates should be explained*
- *The major sewer system features should be shown on a map and the expected flows should be identified*
- *If not explained under Item 6, the expected staging of the sewer system construction should be described*
- *The relationship of the sewer system extension to the RGU's comprehensive sewer plan and (for metro area AUARs) to Metropolitan Council regional systems plans, including MUSA expansions, should be discussed. For non-metro area AUARs, the AUAR must discuss the capacity of the RGU's wastewater treatment system compared to the flows from the AUAR area; any necessary improvements should be described.*
- *If on-site systems will serve part of the AUAR, the guidance in the February 2000 edition of the EAW Guidelines on page 16 regarding item 18b under Residential development should be followed.*

1) If the wastewater discharge is to a publicly owned treatment facility, identify any pretreatment measures and the ability of the facility to handle the added water and waste loadings, including any effects on, or required expansion of, municipal wastewater infrastructure.

The AUAR study area is located within the Metropolitan Urban Service Area. Wastewater from the development is proposed to be collected by an on-site conveyance system that will route wastewater into the existing Metropolitan Council sewer system that crosses the site. Wastewater from the property will flow to the MCES Empire Wastewater Treatment Plant in Empire Township, Dakota County.

The Empire Wastewater Treatment Plant is an advanced secondary treatment plant with ultraviolet disinfection. Currently, the plant has a maximum capacity of 24 million gallons per day.

The City's 2040 Comprehensive Sanitary Sewer Plan, completed in 2019, planned for industrial uses to contribute 1,500 gallons per acre per day (GAD). Under this assumption, the AUAR study area would contribute 228,000 gallons per day (GPD).

The proposed maximum development scenario is consistent with the City's planned sanitary sewer usage from the 2040 Comprehensive Plan, meaning the regional treatment facility and wastewater collection pipes have sufficient long-term capacity to handle the additional wastewater flow that would be generated by the AUAR scenario.

- 2) If the wastewater discharge is to a subsurface sewage treatment system (SSTS), describe the system used, the design flow, and suitability of site conditions for such a system. If septic systems are part of the project, describe the availability of septage disposal options within the region to handle the ongoing amounts generated as a result of the project. Consider the effects of current Minnesota climate trends and anticipated changes in rainfall frequency, intensity, and amount with this discussion.**

No subsurface sewage treatment systems (SSTS) are anticipated within the AUAR study area for the proposed development scenario.

- 3) If the wastewater discharge is to surface water, identify the wastewater treatment methods and identify discharge points and proposed effluent limitations to mitigate impacts. Discuss any effects to surface or groundwater from wastewater discharges, taking into consideration how current Minnesota climate trends and anticipated climate change in the general location of the project may influence the effects.**

No wastewater discharge to surface waters is anticipated for the proposed development scenario.

- ii. Stormwater – Describe changes in surface hydrology resulting from change of land cover. Describe the routes and receiving water bodies for runoff from the project site (major downstream water bodies as well as the immediate receiving waters). Discuss environmental effects from stormwater discharges on receiving waters post-construction, including how the project will affect runoff volume, discharge rate, and change in pollutants. Consider the effects of current Minnesota climate trends and anticipated changes in rainfall frequency, intensity, and amount with this discussion. For projects requiring NPDES/SDS Construction Stormwater permit coverage, state the total number of acres that will be disturbed by the project and describe the stormwater pollution prevention plan (SWPPP), including specific best management practices to address soil erosion and sedimentation during and after project construction. Discuss permanent stormwater management plans, including methods of achieving volume reduction to restore or maintain the natural hydrology of the site using green infrastructure practices or other stormwater management practices. Identify any receiving waters that have construction-related water impairments or are classified as special as defined in the Construction**

Stormwater permit. Describe additional requirements for special and/or impaired waters.

AUAR Guidance: For an AUAR the following additional guidance should be followed in addition to that in EAW Guidelines:

- *It is expected that an AUAR will have a detailed analysis of stormwater issues*
- *A map of the proposed stormwater management system and of the water bodies that will receive stormwater should be provided*
- *The description of the stormwater systems would identify on-site and "regional" detention ponding and also indicate whether the various ponds will be new water bodies or converted existing ponds or wetlands. Where on-site ponds will be used but have not yet been designed, the discussion should indicate the design standards that will be followed.*
- *If present in or adjoining the AUAR area, the following types of water bodies must be given special analyses:*
 - *Lakes: Within the Twin Cities metro area, a nutrient budget analysis must be prepared for any "priority lake" identified by the Metropolitan Council. Outside of the metro area, lakes needing a nutrient budget analysis must be determined by consultation with the MPCA and DNR staffs.*
 - *Trout streams: If stormwater discharges will enter or affect a trout stream, an evaluation of the impacts on the chemical composition and temperature regime of the stream and the consequent impacts on the trout population (and other species of concern) must be included.*

Environmental Effects

Stormwater runoff can cause a number of environmental problems. When untreated stormwater drains from manmade locations such as agricultural fields, impervious surfaces, and construction sites, it can carry sediments and/or pollutants that harm aquatic ecosystems and wildlife.

Existing Conditions

The site currently is a mix of rural agricultural fields, single family residential properties, and small businesses. The existing impervious surface area within the study area totals approximately 20 acres. In the existing condition, the site generally drains from west to east, with no existing BMPs in place to capture stormwater runoff. The stormwater runoff carries sediment and organic agricultural particles from the site as it drains through the existing large wetland on the east of the site and smaller wetlands south of the site adjacent to 145th St.

During Construction

During construction, erosion and sediment control best management practices (BMPs) will be implemented to prevent impacts to aquatic ecosystems. The following design/construction standards are to be adhered to during construction:

- Grading of the infiltration basins shall be accomplished using low-impact, earthmoving equipment to prevent compaction of the underlying soils.
- Infiltration basin excavation shall be held 1 foot above the bottom of the excavation until the contributing drainage areas with exposed soils have been fully stabilized.
- Divert upland drainage areas to prevent runoff from entering the excavated basins or into the work areas.
- Care must be taken to avoid contamination of engineered soils with sediment, in-situ, or topsoil during and after installation. Materials must be segregated.
- Installation with dry soil conditions is critical to prevent smearing and compaction. Schedule work for periods of dry weather.
- Do not leave infiltration areas and/or perimeter slope exposed overnight. Secure the area from risk of precipitation and damages at the end of every work day. In the event of rain, take action to divert stormwater away from work area and temporarily cover all exposed soils with filter fabric or impermeable sheeting.
- In the event that the sediment is introduced into the BMP during or immediately following excavation, remove sediment prior to initiating the next step in the infiltration basin construction process.
- Excavate sediment built up during construction after stabilization of upstream areas and before placement of hydraulic soil stabilizer type special.
- Stockpiling of materials shall not be allowed in proposed infiltration areas before or after they are constructed. Only specified equipment will be allowed inside of the orange construction fence for the sole purpose of constructing the infiltration basins.
- All infiltration basin construction activities shall be completed during dry soil conditions.
- All infiltration areas shall be protected during construction operations.

Post Construction

Overall impervious area is proposed to increase to 158.9 acres in the development scenario. After development, stormwater from the impervious areas of the site will be directed to one of five stormwater management basins on-site. On-site stormwater management basins will be sized to accommodate runoff from these impervious areas and the outlet control structures designed to discharge at a rate less than that required by the City of Rosemount requirements. As it leaves the site, stormwater will

be routed to the proposed portion of the trunk storm sewer line that will cross the site and eventually discharge to the Mississippi River.

The soil across the AUAR study area is generally highly permeable and well-suited for infiltration, and more specifically bioinfiltration. The required treatment volume is determined by the City of Rosemount and the Vermillion River Watershed Joint Powers Organization (VRJPO) as a function of new impervious area. The project will be required to meet the VRJPO and City of Rosemount's Engineering Guidelines and 2018 CSWMP requirements. The project will be required to retain and infiltrate the 100-year, 24-hour rainfall event (7.4 inches). Additionally, existing off-site flows directed to the project will need to be retained and managed on-site.

The following stormwater management requirements will be adhered to:

- City of Rosemount Code of Ordinances; Chapter 10, Section 2
- City of Rosemount Comprehensive Surface Water Management Plan
- Vermillion River Joint Watershed Powers Organization Standards
- National Pollution Discharge Elimination System permit requirements will be determined for each new development within the AUAR study area.

- iii. **Water Appropriation – Describe if the project proposes to appropriate surface or groundwater (including dewatering). Describe the source, quantity, duration, use, and purpose of the water use and if a DNR water appropriation permit is required. Describe any well abandonment. If connecting to an existing municipal water supply, identify the wells to be used as a water source and any effects on, or required expansion of, municipal water infrastructure. Discuss environmental effects from water appropriation, including an assessment of the water resources available for appropriation. Discuss how the proposed water use is resilient in the event of changes in total precipitation, large precipitation events, drought, increased temperatures, variable surface water flows and elevations, and longer growing seasons. Identify any measures to avoid, minimize, or mitigate environmental effects from the water appropriation. Describe contingency plans should the appropriation volume increase beyond infrastructure capacity or water supply for the project diminish in quantity or quality, such as reuse of water, connections with another water source, or emergency connections.**

AUAR Guidance: If the area requires new water supply wells, specific information about that appropriation and its potential impacts on groundwater levels should be given; if groundwater levels would be affected, any impacts resulting on other resources should be addressed.

Construction dewatering will be required for the development of the AUAR study area. Construction activities associated with dewatering will include discharging into temporary sedimentation basins to reduce the rate of water discharged from the site, as well as discharging to temporary stormwater best management practices. Any temporary dewatering will require a DNR Temporary Water Appropriations General Permit 1997-0005 if less than 50 million gallons per year and less than one year in

duration. It is anticipated that the temporary dewatering would only occur during utility installation and potential construction of building footings.

The water supply will be obtained from the nine municipal groundwater wells that currently supply the Rosemount water system. The groundwater wells draw water from the Jordan aquifer. According to the City's comprehensive plan, the City's firm pumping capacity is 7,900 gallons per minute (gpm) as of 2019.

In 2016, the existing water system was analyzed for supply, treatment, storage, and distribution capacity to determine if additional water system capital improvements are necessary in order to continue to provide a safe and reliable water supply through 2040 in the Comprehensive Plan. It was determined that as the city grows, additional capacity for supply, treatment, and storage on the distribution system will be necessary to meet projected water demands through 2040.

iv. Surface Waters

- 1) Wetlands – Describe any anticipated physical effects or alterations to wetland features, such as draining, filling, permanent inundation, dredging, and vegetative removal. Discuss direct and indirect environmental effects from physical modification of wetlands, including the anticipated effects that any proposed wetland alterations may have to the host watershed, taking into consideration how current Minnesota climate trends and anticipated climate change in the general location of the project may influence the effects. Identify measures to avoid (e.g., available alternatives that were considered), minimize, or mitigate environmental effects to wetlands. Discuss whether any required compensatory wetland mitigation for unavoidable wetland impacts will occur in the same minor or major watershed and identify those probable locations.**

Based on a review of the 2021 National Wetlands Inventory, wetlands were located within the AUAR study area. Due to the presence of wetlands within the AUAR study area, a wetland delineation report was prepared for all wetland boundaries within the AUAR study area.

The proposed development is planning to avoid as much of wetlands on the site as possible, but there may be certain wetlands on-site that are unavoidable. As a grading plan is created and development of the site begins, wetland impacts will be avoided and minimized to the extent practicable. The project would be required to comply with all federal, state, and local wetland requirements including wetland mitigation requirements. Impacts to these some wetlands are anticipated and the removal of these wetlands will require the purchase of wetland banking credits.

- 2) Other surface waters – Describe any anticipated physical effects or alterations to surface water features (lakes, streams, ponds, intermittent channels, county/judicial ditches) such as draining, filling, permanent inundation, dredging, diking, stream diversion, impoundment, aquatic plant removal, and riparian alteration. Discuss direct and indirect environmental effects from physical modification of water features, taking into**

consideration how current Minnesota climate trends and anticipated climate change in the general location of the project may influence the effects. Identify measures to avoid, minimize, or mitigate environmental effects to surface water features, including in-water Best Management Practices that are proposed to avoid or minimize turbidity/sedimentation while physically altering the water features. Discuss how the project will change the number or type of watercraft on any water body, including current and projected watercraft usage.

AUAR Guidance: Water surface use need only be addressed if the AUAR area would include or adjoin recreational water bodies.

No alternations to other surface waters are anticipated as part the development scenario. The AUAR study does not contain and is not adjacent to any recreational water bodies.

13. Contamination/Hazardous Materials/Wastes

- a. **Pre-project Site Conditions – Describe existing contamination or potential environmental hazards on or in close proximity to the project site, such as soil or groundwater contamination, abandoned dumps, closed landfills, existing or abandoned storage tanks, and hazardous liquid or gas pipelines. Discuss any potential environmental effects from pre-project site conditions that would be caused or exacerbated by project construction and operation. Identify measures to avoid, minimize, or mitigate adverse effects from existing contamination or potential environmental hazards. Include development of a Contingency Plan or Response Action Plan.**

The Minnesota Pollution Control Agency's (MPCA) What's In My Neighborhood (WIMN) database was reviewed to determine if any known contaminated properties or potential environmental hazards are located within the study area (see Table 10).

Using the following criteria established by the Minnesota Department of Transportation (MnDOT), the sites were classified into high, medium, and low risk sites:

- **High risk:** In general, sites with high environmental risks are properties that have documented releases of chemicals or hazardous or regulated substances (e.g., active and inactive state and federal cleanup sites, active and inactive dump sites, and active leaking underground storage tank sites), strong evidence of contamination (e.g., soil staining, stressed vegetation), or storage of large volumes of petroleum or other chemicals (e.g., bulk storage tank facilities).
- **Medium risk:** Sites of medium environmental risk are properties where smaller volumes of petroleum, chemicals, or hazardous materials are frequently stored and used (e.g., registered underground and aboveground storage tanks, vehicle repair facilities, metal working shops), but at which no evidence of spills or releases exists, or properties with documented releases that have been "closed" (signifying no further cleanup actions deemed necessary) by the MPCA. Closed sites, such as closed leaking underground storage tank sites, are considered medium risks because residual soil or groundwater contamination may exist.

- **Low risk:** Low environmental risk sites include properties where minor volumes of chemicals or hazardous materials have been used or stored (e.g., hazardous waste generators, and possibly some farmsteads and residences).

Table 10: MPCA What's in My Neighborhood Sites

Site ID	Site Name	Activity Status	Activity	Program	Risk Level
N/A	Koch Property	Active	Petroleum Remediation	Investigation and Cleanup	Medium

- b. Project Related Generation/Storage of Solid Wastes – Describe solid wastes generated/stored during construction and/or operation of the project. Indicate method of disposal. Discuss potential environmental effects from solid waste handling, storage, and disposal. Identify measures to avoid, minimize, or mitigate adverse effects from the generation/storage of solid waste including source reduction and recycling.**

AUAR Guidance: Generally, only the estimated total quantity of municipal solid waste generated and information about any recycling or source separation programs of the RGU need to be included.

According to Dakota County Ordinances 110 and 111, Dakota County will ensure compliance with applicable laws, rules, and ordinances related to the management of solid and hazardous waste as required by Minnesota Statutes, section 473.811.

Construction Generated Solid Waste

Construction of the proposed development would generate construction-related waste materials such as wood, packaging, excess materials, and other wastes, which would either be recycled or disposed of in the proper facilities in accordance with state regulations and guidelines.

Redevelopment of portions of the site may generate earth materials and debris during demolition activities. Demolition debris is inert material such as concrete, brick, bituminous, and rock. The solid wastes generated during demolition would be recycled or disposed of at a state-permitted landfill. For solid waste generated from the completed project, a source recycling/separation plan would be implemented, and wastes that cannot be recycled would be managed in accordance with state regulations and guidelines.

Operation Generated Solid Waste

Recycling for residential units and commercial buildings in the AUAR study area will be conducted in accordance with the 2016 Recycling Law (Minnesota Statutes Chapter 115A, Section 115A.151 and Section 115A.552). Furthermore, Dakota County Ordinance 15.08 requires all solid waste haulers to offer source separated recycling services and curbside pick-up within the county.

The proposed development would generate new demands on solid waste management and sanitation services provided in the project area. During operation, it is estimated that the non-residential (commercial/industrial) waste stream be approximately 28,800 tons per year.

- c. **Project Related Use/Storage of Hazardous Materials – Describe chemicals/hazardous materials used/stored during construction and/or operation of the project including method of storage. Indicate the number, location, and size of any new above or below ground tanks to store petroleum or other materials. Indicate the number, location, size, and age of existing tanks on the property that the project will use. Discuss potential environmental effects from accidental spills or releases of hazardous materials. Identify measures to avoid, minimize, or mitigate adverse effects from the use/storage of chemicals/hazardous materials including source reduction and recycling. Include development of a spill prevention plan.**

AUAR Guidance: Not required for an AUAR. Potential locations of storage tanks associated with commercial uses in the AUAR should be identified (e.g., gasoline tanks at service stations).

Not required for an AUAR.

- d. **Project Related Generation/Storage of Hazardous Wastes – Describe hazardous wastes generated/stored during construction and/or operation of the project. Indicate method of disposal. Discuss potential environmental effects from hazardous waste handling, storage, and disposal. Identify measures to avoid, minimize, or mitigate adverse effects from the generation/storage of hazardous wastes including source reduction and recycling.**

AUAR Guidance: Not required for an AUAR.

Not required for an AUAR.

14. Fish, Wildlife, Plant Communities, and Sensitive Ecological Resources (Rare Features)

- a. **Describe fish and wildlife resources as well as habitats and vegetation on or near the site.**

AUAR Guidance: The description of fish and wildlife resources should be related to the habitat types depicted on the cover types map. Any differences in impacts between development scenarios should be highlighted in the discussion.

The majority of the land within the AUAR study area has been previously disturbed through farming and provides limited habitat. Existing wildlife habitat includes 19.7 acres of forested area, mostly located in the northeast portion of the AUAR study area. Additional forested areas are located in shelterbelts or along homesteads throughout the AUAR study area. Wildlife that can be found within the study area include birds and small mammals that have adapted to the highly disturbed environment. No native plant communities or areas of biodiversity significance have been identified within a mile of the AUAR study area; however, an area of ecological significance is within the vicinity of the study area, approximately one-half of a mile to the southeast.

- b. **Describe rare features such as state-listed (endangered, threatened, or special concern) species, native plant communities, Minnesota Biological Survey Sites of Biodiversity Significance, and other sensitive ecological resources on or within close proximity to the site. Provide the license agreement number (LA-____) and/or correspondence number (MCE____) from which the data were obtained and attach the Natural Heritage**

Review letter from the DNR. Indicate if any additional habitat or species survey work has been conducted within the site and describe results.

AUAR Guidance: For an AUAR, prior consultation with the DNR Division of Ecological Resources for information about reports of rare plant and animal species in the vicinity is required. Include the reference numbers called for on the EAW form in the AUAR and include the DNR's response letter. If such consultation indicates the need, an on-site habitat survey for rare species in the appropriate portions of the AUAR area is required. Areas of on-site surveys should be depicted on a map, as should any "protection zones" established as a result.

State-Listed Species

Kimley-Horn conducted a review of the DNR Natural Heritage Information System (NHIS) in February 2023 per license agreement LA-1074 for the study area and area within a one-mile radius for state-listed threatened, endangered, and special concern species. The review identified one state-listed endangered species and two additional species of concern within the vicinity of the study area: Loggerhead Shrike, Lark Sparrow, and Peregrine Falcon.

- **Loggerhead Shrike:** The Loggerhead Shrike (*Lanius ludovicianus*) is a Minnesota state-listed endangered species and is documented within a mile of the AUAR study area. The Loggerhead Shrike is a species of open landscapes and in Minnesota is largely restricted to areas that were historically prairie or oak savanna. While Minnesota's forested regions may have large tracts of cultivated fields and non-native grasslands, Loggerhead Shrikes rarely occur in these areas. Nests are well hidden in trees or brush and are usually less than 2 meters above the ground. Trees within the site may represent marginally suitable habitat for the species.
- **Lark Sparrow:** The Lark Sparrow (*Chondestes grammacus*) is a Minnesota species of special concern as is documented within a mile of the AUAR study area. In Minnesota, Lark Sparrows typically occur in dry grasslands with a specific set of components and characteristics: short and/or sparse grasses (usually native) in areas of sand or gravel soils, with at least some bare ground and widely-scattered or patchy trees. Lark Sparrows usually builds its nest on the ground, rarely in a shrub or small tree. Lark Sparrows are short-distance migrators, overwintering in Mexico. Due to the specific nature of Lark Sparrow habitats, and the observed lack of habitat within the AUAR study area, the potential for the Lark Sparrow to nest in the study area is low.
- **Peregrine Falcon:** The Peregrine Falcon (*Falco peregrinus*) is a Minnesota species of special concern and is documented within a mile of the AUAR study area. In the present-day urban areas of Minnesota, Peregrine Falcons nest primarily on buildings and bridges, or along the Mississippi River bluffs and prefer non-forested areas for hunting. Many Peregrine Falcons migrate to Mexico or further south over winter, but some overwinter in the US, including Minnesota. Due to the lack of nesting habitat within the AUAR study area, the potential for the Peregrine Falcon to nest in the study area is low.

Federally Listed Species

A review of U.S. Fish and Wildlife Service (USFWS) federally listed threatened, endangered, and special concern species identified one federally listed species, one federally proposed endangered species, and one candidate species within the vicinity of the study area:

Northern Long-eared Bat, Tricolored Bat, and Monarch Butterfly. The Rusty Patched Bumble Bee is also a federally threatened species, and the AUAR study area was identified as within the Low Potential Zone for the Rusty Patched Bumble Bee.

- **Northern Long-Eared Bat:** The proposed development will require tree clearing. According to the U.S. Fish and Wildlife Service, tree removal can negatively impact bats by destroying roosting habitat, especially during the pup rearing season when females are forming maternity roosting colonies and the pups cannot yet fly. On November 30, 2022, the USFWS published in the Federal Register (87 FR 73488) a final rule which reclassified the status of the northern-long eared bat (NLEB) as an endangered species. The rule went into effect March 31, 2023. Tree clearing activities should be restricted to when NLEB are not likely to be present, between November 1 to March 31. Coordination with USFWS prior to tree clearing is recommended.
- **Tricolored Bat:** The Tricolored Bat (*Perimyotis subflavus*) was proposed to be designated as a federally endangered species by the USFWS in September 2022 and is documented within Dakota County. According to USFWS, during the winter, tricolored bats are often found in caves and abandoned mines. During the spring, summer, and fall, Tricolored Bats are found in forested habitats where they roost in trees, primarily among leaves of live or recently dead deciduous hardwood trees, but may also be found in Spanish moss, pine trees, and occasionally human structures. Like the NLEB, the spread of white-nose syndrome across the eastern portion of the United States has become the major threat to the Tricolored Bat, with an estimated decline of more than 90% in affected colonies. According to the DNR's Rare Species Guide, there are no known maternity colonies within the state of Minnesota. Only three live hibernating individuals have been observed in Minnesota. Due to the low occurrence rate, and given that the study area has been disturbed for agricultural use and does not contain caves or large expanses of forested habitat, the potential for the Tricolored Bat to utilize the study area is considered low.
- **Monarch Butterfly:** The Monarch Butterfly (*Danaus plexippus*) is designated as a candidate species for official listing by the USFWS and is located within Dakota County. According to the USFWS, there are many potential reasons for the butterfly's decline, including habitat loss at breeding and overwintering sites, disease, pesticides, logging at overwintering sites, and climate change. The study area has been disturbed for agricultural use and does not contain natural prairie vegetation; therefore, impacts to the Monarch Butterfly are not anticipated.
- **Rusty Patched Bumble Bee:** The Rusty Patched Bumble Bee (*Bombus affinis*) is listed as a federally threatened species by USFWS. From April through October this species uses underground nests in upland grasslands, shrublands, and forest edges, and forages where nectar and pollen are available. From October through April the species overwinters under tree litter in upland forests and woodlands. The rusty patched bumble bee may be impacted by a variety of land management activities including, but not limited to, prescribed fire, tree-removal, haying, grazing, herbicide use, pesticide use, land-clearing, soil disturbance or compaction, or use of non-native bees. The AUAR study area was identified within the Low Potential Zone for the Rusty Patched Bumble Bee. Additionally, given that the study area has been disturbed for

agricultural use and may utilize various agricultural pesticides, the potential for the Rusty Patched Bumble Bee to utilize the study area is considered low.

- c. **Discuss how the identified fish, wildlife, plant communities, rare features, and ecosystems may be affected by the project, including how current Minnesota climate trends and anticipated climate change in the general location of the project may influence the effects. Include a discussion on introduction and spread of invasive species from the project construction and operation. Separately discuss effects to known threatened and endangered species.**

State-listed Species

Loggerhead Shrike: Trees within the site may represent marginally suitable habitat for the Loggerhead Shrike and tree removal activities related to the redevelopment of the site may have a negative impact on this species.

Federally Listed Species

- **Northern Long-eared Bat:** The proposed development will require tree clearing. According to the U.S. Fish and Wildlife Service, tree removal can negatively impact bats by destroying roosting habitat, especially during the pup rearing season when females are forming maternity roosting colonies and the pups cannot yet fly. On November 30, 2022, the USFWS published in the Federal Register (87 FR 73488) a final rule which reclassified the status of the northern-long eared bat (NLEB) as an endangered species. The rule went into effect March 31, 2023. Tree clearing activities should be restricted to when NLEB are not likely to be present, between November 1 to March 31. Coordination with USFWS before tree clearing is recommended.
- **Tricolored Bat:** The proposed development will require tree clearing. According to the U.S. Fish and Wildlife Service, the Tricolored Bat uses forested areas for roosting and foresting during the spring, summer, and fall. The DNR recommends that tree removal be avoided during the months of June and July to minimize impacts.
- **Rusty Patched Bumble Bee:** The Rusty Patched Bumble Bee (RPBB) may be impacted by a variety of activities associated with development including, but not limited to tree-removal, herbicide use, pesticide use, land-clearing, and soil disturbance or compaction. The proposed project may affect RPBB and/or suitable RPBB habitat, but disturbances are anticipated to be temporary in nature and/or insignificant given available foraging and breeding habitat in the surrounding landscape; therefore, long-term impacts to the RPBB are not anticipated. Additionally, the use of native plant species in seed mixes may be used to promote pollinator friendly habitat within the study area.

Invasive Species

Invasive species are a major cause of biodiversity loss and are considered biological pollutants by the DNR. Invasive species can be moved on construction equipment, landscaping equipment, and other debris.

Stormwater

Stormwater run-off can cause a number of environmental problems. When stormwater drains off a site, it can carry sediment and pollutants that harm lakes, rivers, streams, and wetlands which in turn may harm wildlife.

Tree Removal

The AUAR study area contains approximately 19.7 acres of wooded land (see Figure 4). Forests and forested areas provide an important natural resource in Minnesota. Forest clearing and tree removal creates a variety of environmental impacts including habitat destruction, biodiversity impairment, soil erosion, and loss of carbon sinks. Although some tree removal will be necessary, the scope of removal will be limited as much as feasible to support the proposed development. Tree removal will adhere to the City's tree preservation requirements. The City of Rosemount regulates tree preservation and requires builders to submit a tree preservation plan prior to construction. City staff review these plans and attempt to identify and save as many significant trees as feasible.⁹

Other Sensitive Ecological Resources

Considering none of the identified MCBS Sites of Biodiversity Significance or RSEAs are within the project limits, no adverse impacts in these areas are anticipated. Additionally, no native plant communities are located within or adjacent to the study area.

d. Identify measures that will be taken to avoid, minimize, or mitigate adverse effects to fish, wildlife, plant communities, and sensitive ecological resources.

State-listed Species

- **Loggerhead Shrike:** To avoid potential impacts to the Loggerhead Shrike, tree removal activities are anticipated to be conducted early in the construction season, prior to the breeding season for the loggerhead shrike (before April); therefore, no impacts are anticipated to this species. Any loggerhead shrike sightings will be reported to the DNR.

Federally Listed Species

- **Monarch Butterfly:** The use of native plant species in seed mixes may be used to promote pollinator friendly habitat within the study area.
- **Northern Long-eared Bat:** Coordination with USFWS prior to tree clearing is recommended if tree clearing can not occur between November 1 – March 31.
- **Rusty Patched Bumble Bee:** The use of native plant species, including flowering plants, in seed mixes may be used to promote pollinator friendly habitat within the study area. Additional mitigation measures include the minimization of mowing during the active season, keep some areas unmowed, and use a high cutting height (ideally 12-16 inches), and incorporating additional wildflower planting/restoration. As the RPBB High Potential Zone in the study area may contain suitable habitat, a habitat assessment may be required.
- **Tricolored Bat:** If practicable, avoid tree clearing and trimming in the months of June and July to minimize potential impacts to the Tricolored Bat and other bat species.

Invasive Species

State requirements necessitate the control and spread of state listed noxious weeds and/or invasive weeds if encountered prior to construction. Disturbed areas would be reestablished using appropriate native and stabilization seed mixes. Methods to avoid spreading noxious weeds and/or invasive species will be incorporated into project specifications (and/or SWPPP

⁹ Source: Rosemount, Minn., Ordinance No. B-190

when developed). According to the DNR, some methods that can prevent the spread of invasive species during construction include:

- Inspecting construction equipment and removing any visible plant, seeds, mud, dirt clods, and animals when arriving and leaving a site.
- Using certified weed-free products such as weed-free seed or hay whenever possible.
- Using mulch, soil, gravel, etc., that is free of invasive species whenever possible.
- Inspecting soil and plant material during planting for signs of invasive species and removing or destroying the invasive species or the plant and associated soil if the invasive species cannot be separated out.

Tree Removal

Although tree removal will be required for development, some existing trees may be preserved in areas around the perimeter of the property. Prior to construction, a tree preservation plan will be submitted and reviewed by City staff. Tree replacement will be conducted as required by the City.

Stormwater

The proposed development scenarios include stormwater management and treatment of all stormwater run-off within the AUAR study area.

Other Sensitive Ecological Resources

No adverse impacts are anticipated to the RSEA within the AUAR study area. The use of native plant species, including flowering plants, in seed mixes may be used to promote diverse ecological resources.

15. Historic Properties

Describe any historic structures, archeological sites, and/or traditional cultural properties on or in close proximity to the site. Include 1) historic designations; 2) known artifact areas; and 3) architectural features. Attach letter received from the State Historic Preservation Office (SHPO). Discuss any anticipated effects to historic properties during project construction and operation. Identify measures that will be taken to avoid, minimize, or mitigate adverse effects to historic properties.

AUAR Guidance: For an AUAR, contact with the State Historic Preservation Office and State Archeologist is required to determine whether there are areas of potential impacts to these resources. If any exist, an appropriate site survey of high probability areas is needed to address the issue in more detail. The mitigation plan must include mitigation for any impacts identified.

A search of the Minnesota State Historic Preservation Office's Statewide Inventory Database was requested on February 10, 2023 to identify known historic properties and archaeological sites in the project vicinity. Within Section 26, Township 115, Range 19, two historic property records were identified near the AUAR study area:

- St. John's Evangelical Lutheran Cemetery (DK-RSC-049)
- House and Garage (DK-RSC-051)

Of the records listed, neither is Considered Eligible Findings (CEF), meaning this property have not been recommended to be eligible for listing in the National Register.

According to the Minnesota Office of the State Archeologist (OSA) Public Viewer map, there are archeological records identified in the vicinity of the site. In coordination with the OSA, the OSA indicates the AUAR study area has moderate to high archaeological potential for archaeological sites or features. Therefore, the OSA recommends a Phase I archaeological reconnaissance was recommended to be conducted prior to development. A letter from the OSA outlining this finding is provided in Appendix D.

16. Visual

Describe any scenic views or vistas on or near the project site. Describe any project related visual effects such as vapor plumes or glare from intense lights. Discuss the potential visual effects from the project. Identify any measures to avoid, minimize, or mitigate visual effects.

AUAR Guidance: Any impacts on scenic views and vistas present in the AUAR should be addressed. This would include both direct physical impacts and impacts on visual quality or integrity. EAW Guidelines contains a list of possible scenic resources.

If any non-routine visual impacts would occur from the anticipated development, this should be discussed here along with appropriate mitigation.

The AUAR study area includes existing agricultural land that is not near any unique designated scenic views or vistas. Any development of agricultural land will have an impact on the visual look of a property. Future development would conform with the city ordinances for building height, building form, landscape screening, and lighting to avoid impacts to neighboring properties and species. No significant visual impacts are anticipated.

Lighting practices will be selected to address known ecological concerns and prevent avoidable impacts to insects, wildlife, rare plants, and adjacent natural areas. Guidance from the US Fish & Wildlife Service to minimize uplight and backlight will be adhered to the extent practicable.

As building and site designs advance, the developer will consider the use of MnDOT Approved Products for luminaries to minimize blue light, which can be harmful to birds, insects, and fish.

17. Air

- a. Stationary Source Emissions – Describe the type, sources, quantities, and compositions of any emissions from stationary sources such as boilers or exhaust stacks. Include any hazardous air pollutants and criteria pollutants. Discuss effects to air quality including any sensitive receptors, human health, or applicable regulatory criteria. Include a discussion of any methods used to assess the project’s effect on air quality and the results of that assessment. Identify pollution control equipment and other measures that will be taken to avoid, minimize, or mitigate adverse effects from stationary source emissions.**

AUAR Guidance: This item is not applicable to an AUAR. Any stationary air emissions source large enough to merit environmental review requires individual review.

Not applicable to an AUAR.

- b. Vehicle Emissions – Describe the effect of the project’s traffic generation on air emissions. Discuss the project’s vehicle-related emissions effect on air quality. Identify measures (e.g., traffic operational improvements, diesel idling minimization plan) that will be taken to minimize or mitigate vehicle-related emissions.**

AUAR Guidance: Although the MPCA no longer issues Indirect Source Permits, traffic-related air quality may still be an issue if the analysis in Item 20 indicates that development would cause or worsen traffic congestion. The general guidance from the EAW form should still be followed. Questions about the details of air quality analysis should be directed to MPCA staff.

The Minnesota Department of Transportation (MnDOT) has developed a screening method designed to identify intersections that will not cause a carbon monoxide (CO) impact above state standards. MnDOT has demonstrated that even the 10 highest traffic volume intersections in the Twin Cities do not experience CO impacts. Therefore, intersections with traffic volumes lower than these 10 highest intersections will not cause a CO impact above state standards. MnDOT’s screening method demonstrates that intersections with total daily approaching traffic volumes below 82,300 vehicles per day will not have the potential for causing CO air pollution problems. None of the intersections in the study area exceed the criteria that would lead to a violation of the air quality standards.

- c. Dust and Odors – Describe sources, characteristics, duration, quantities, and intensity of dust and odors generated during project construction and operation. (Fugitive dust may be discussed under Item 17a). Discuss the effect of dust and odors in the vicinity of the project including nearby sensitive receptors and quality of life. Identify measures that will be taken to minimize or mitigate the effects of dust and odors.**

AUAR Guidance: Dust and odors need not be addressed in an AUAR, unless there is some unusual reason to do so. The RGU might want to discuss as part of the mitigation plan, however, any dust control ordinances in effect.

The proposed development may generate temporary fugitive dust emissions during construction. The City of Rosemount regulates dust in accordance with the standards set by the MPCA.¹⁰ Dust emissions can be controlled by sweeping, watering, sprinkling, as appropriate or as prevailing weather and soil conditions dictate. Dust emissions are not anticipated during operations as all ground surfaces will either be impervious or vegetated.

18.Greenhouse Gas (GHG) Emissions/Carbon Footprint

- a. GHG Quantification – For all proposed projects, provide quantification and discussion of project GHG emissions. Include additional rows in the tables as necessary to provide project-specific emission sources. Describe the methods used to quantify emissions. If calculation methods are not readily available to quantify GHG emissions for a source, describe the process used to come to that conclusion and any GHG emission sources not included in the total calculation.**

Certain gases in the earth's atmosphere, classified as greenhouse gases (GHGs), play a critical role in determining the earth's surface temperature. Solar radiation enters the earth's atmosphere from space. A portion of the radiation is absorbed by the earth's surface and a

¹⁰ Source: Rosemount, Minnesota, Municipal Code § 11-9-1 (C)

smaller portion of this radiation is reflected back toward space. This absorbed radiation is then emitted from the earth as low-frequency infrared radiation. The frequencies at which bodies emit radiation are proportional to temperature. Because the earth has a much lower temperature than the sun, it emits lower-frequency radiation. Most solar radiation passes through GHGs; however, infrared radiation is absorbed by these gases. As a result, radiation that otherwise would have escaped back into space is instead "trapped," resulting in a warming of the atmosphere. This phenomenon, known as the greenhouse effect, is responsible for maintaining a habitable climate on earth.

The primary GHGs contributing to the greenhouse effect are carbon dioxide (CO₂), methane (CH₄), and nitrous oxide (N₂O). Fluorinated gases also make up a small fraction of the GHGs that contribute to climate change. Examples of fluorinated gases include chlorofluorocarbons (CFCs), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), sulfur hexafluoride (SF₆), and nitrogen trifluoride (NF₃); however, it is noted that these gases are not associated with typical land use development. Human-caused emissions of GHGs exceeding natural ambient concentrations are believed to be responsible for intensifying the greenhouse effect and leading to a trend of unnatural warming of the earth's climate, known as global climate change or global warming.¹¹

Project Related GHG Emissions

This section describes the GHG emissions from the existing buildings within the study area and include an estimated quantification of the following GHG emissions associated with the proposed scenarios:

- Carbon dioxide (CO₂)
- Nitrous oxide (N₂O)
- Methane (CH₄)

The projected GHG emissions are provided on an average annual basis using the CO₂ equivalent (CO₂e) and include the proposer's best estimate of average annual emissions over the proposed life/design service life of future development. The estimates include emissions from the construction and operating phases of the scenarios. Emissions were estimated using the US Environmental Protection Agency's Simplified GHG Emissions Calculator (SGEC) (Version 7 June 2021)¹² and are summarized in Table 12 by project phase (i.e., construction and operations) and source type (e.g., combustion from mobile equipment, off-site electricity). See Appendix C for background analysis.

Construction emissions for the two proposed scenarios are based on length of construction¹³ and are from mobile equipment, including passenger cars, light-duty trucks, and medium and heavy-duty trucks, and construction equipment (both gasoline and diesel).

¹¹ Summarized from U.S. EPA, Overview of Greenhouse Gases: <https://www.epa.gov/ghgemissions/overview-greenhouse-gases>

¹² Source: <https://www.epa.gov/climateleadership/simplified-ghg-emissions-calculator>

¹³ Total construction duration of the site is estimated to be completed over 6 to 8 years.

Table 11: Construction Emissions

Scope ¹⁴	Emission Type	Emission Sub-Type	Emitant	Project-Related CO _{2e} Emissions
Scope 1	Combustion	Mobile equipment	CO ₂ , N ₂ O, CH ₄	17,006
Total				17,006

Table 12: Operational Emissions

Scope	Emission Type	Emission Sub-Type	Emitant	Existing CO _{2e} Emissions (tons/year)	Project-Related CO _{2e} Emissions (tons/year)
Scope 1	Combustion	Stationary equipment	CO ₂ , N ₂ O, CH ₄	33	1,978
Scope 1	Combustion	Mobile equipment	CO ₂ , N ₂ O, CH ₄	0	19,538
Scope 2	Off-site electricity	Grid-based	CO ₂ , N ₂ O, CH ₄	49	6,360
Scope 3	Off-site waste management	Area	CO ₂ , CH ₄	10	6,900
Total				93	34,776

a. GHG Assessment

i. Describe any mitigation considered to reduce the project's GHG emissions.

In both Scenario 1 and Scenario 2, the following are potential design strategies and sustainability measures that are under consideration for the proposed development to reduce emissions:

- Use energy efficient appliances, equipment, and lighting
- Energy efficient building shells
- Implement waste best management practices and to recycle and compost appropriate material when applicable
- On-site landscaping will absorb water, see Item 12.b for more information.

¹⁴ Emissions are categorized as either direct or indirect. Scope 1 emissions are direct emissions that are released directly from properties owned or under the control of the project proposer. This includes, for example, the use of mobile equipment during construction. Scope 2 and 3 emissions are indirect emissions. Scope 2 emissions are associated with the offsite generation of purchased electricity and/or steam. Scope 3 emissions are from the offsite provision of waste management services, including land disposal (landfilling), recycling, and solid waste composting.

- Trees and tree trenches are being considered and additional landscaping will be planted to improve local air quality, absorb greenhouse gas emissions, and reduce local urban heat island effect
- Buildings will be constructed with rooftop-ready infrastructure for solar power generation
- Provide electric vehicle ready charging infrastructure

Implementation of the above strategies will be evaluated on a case-by-case basis based on code requirements, feasibility, availability of materials, schedule, and tenant considerations.

ii. Describe and quantify reductions from selected mitigation, if proposed to reduce the project's GHG emissions. Explain why the selected mitigation was preferred.

The potential mitigation listed in Item 18.b.ii. was selected to comply with best management practices for new construction and reduce GHG emissions where practicable during operations.

iii. Quantify the proposed project's predicted net lifetime GHG emissions (total tons per number of years) and how those predicted emissions may affect achievement of the Minnesota Next Generation Energy Act goals and/or other more stringent state or local GHG reduction goals.

The Next Generation Energy Act requires the state to reduce greenhouse gas emissions in the state by 80 percent between 2005 and 2050, while supporting clean energy, energy efficiency, and supplementing other renewable energy standards in Minnesota. The MPCA's biennial GHG emissions reduction report from 2021 identifies strategies for reducing emissions in the three economic sectors with the highest emissions – transportation, electricity generation, and agriculture, forestry, and land use.

The expected lifespan of the project is 50 years, this equates to a total estimated 798,444 CO₂e metric tons over the lifetime of the development (including both construction and operations phases). The proposer will evaluate implementing the sustainability measures listed in Item 18.b.i. to reduce operational emissions to the extent practicable. The proposed project will be built in compliance with state regulations and city building codes.

19.Noise

Describe sources, characteristics, duration, quantities, and intensity of noise generated during project construction and operation. Discuss the effect of noise in the vicinity of the project including 1) existing noise levels/sources in the area; 2) nearby sensitive receptors;

3) conformance to state noise standards; and 4) quality of life. Identify measures that will be taken to minimize or mitigate the effects of noise.

AUAR Guidance: Construction noise need not be addressed in an AUAR, unless there is some unusual reason to do so. The RGU might want to discuss as part of the mitigation plan, however, any construction noise ordinances in effect.

If the area will include or adjoin major noise sources, a noise analysis is needed to determine if any noise levels in excess of standards would occur, and if so, to identify appropriate mitigation measures. With respect to traffic-generated noise, the noise analysis should be based on the traffic analysis of Item 20.

Existing Noise

The AUAR study area is currently agricultural land. The existing noise sources at the site consist mainly of the surrounding roadways.

Traffic Generated Noise

A sound increase of 3 dBA is barely noticeable by the human ear, a 5 dBA increase is clearly noticeable, and a 10 dBA increase is heard as twice as loud. For example, if the sound energy is doubled (i.e., the amount of traffic doubles), there is a 3 dBA increase in noise, which is just barely noticeable to most people. On the other hand, if traffic increases by a factor of 10, the resulting sound level will increase by about 10 dBA and be heard as twice as loud.

Traffic volumes in the project area are either on roadways that do not have receivers that are sensitive to noise, or the traffic levels attributable to the project are well below the amount that would generate a sound increase that could be noticeable.

The change in traffic noise levels is not anticipated to be readily perceptible.

Operational Noise

The MPCA regulates mechanical noise associated with building operation. All future development will be required to comply with these requirements.

Construction Noise

As stated in the AUAR guidelines, construction noise need not be addressed unless there is some unusual reason to do so. No unusual circumstances have been identified that would necessitate a detailed construction noise analysis. The city of Rosemount municipal code regulates the hours of operation for construction equipment. Construction of the proposed project would comply with these requirements.

20. Transportation

- a. Describe traffic-related aspects of project construction and operation. Include 1) existing and proposed additional parking spaces; 2) estimated total average daily traffic generated; 3) estimated maximum peak hour traffic generated and time of occurrence; 4) source of trip generation rates used in the estimates; and 5) availability of transit and/or other alternative transportation modes.**

Parking

Minimum off-street parking requirements listed in Section 11-6-1 of the City of Rosemount's Code of Ordinances will be adhered to.

Existing Conditions

The existing roadway network within the study area includes CSAH 42, US Highway 52, Blaine Avenue (CSAH 71), Audrey Avenue, Akron Avenue, 140th Street, and Connemara Trail. The roadway network is described below:

- CSAH 42 (145th Street) is an east-west roadway that runs along the southern boundary of the AUAR development. Within the study area, CSAH 42 is a four-lane, divided roadway with turn lanes provided at most intersections. The 2021 Annual Average Daily Traffic (AADT) is 5,742 vehicles per day (VPD) east of US 52 and 18,317 VPD west of US 52. The speed limit on CSAH 42 is 55 miles per hour (MPH).
- US Highway 52 (TH 52) is a north-south roadway that is located east of the AUAR development. TH 52 is a four-lane divided roadway with interchanges provided at major intersecting roadways. The 2021 AADT is 38,588 VPD north of CSAH 42 and 32,275 VPD south of CSAH 42. The speed limit on TH 52 is 65 MPH.
- Blaine Avenue (CSAH 71) is a north-south roadway that runs along the western boundary of the AUAR development. Blaine Avenue is a two-lane undivided roadway. The 2021 ADT is 5,347 VPD. The speed limit on Blaine Avenue is 50 MPH.
- Audrey Avenue is a north-south roadway south of the AUAR development. Audrey Avenue is a two-lane undivided roadway. The speed limit on Audrey Avenue is 35 MPH.
- Akron Avenue (CR 73) is a north-south roadway that is located west of the AUAR development. South of CSAH 42, Akron Avenue is a two-lane undivided roadway with dedicated turn lanes provided at major intersection roadways. North of CSAH 42, Akron Avenue is a two-lane divided roadway with dedicated turn lanes provided at major intersecting roadways. The 2021 ADT, north of CSAH 42, is 2,750 VDT. No speed limit is posted, so a speed limit of 55 MPH was assumed.
- 140th Street is an east-west roadway east of the AUAR development. 140th Street is a two-lane undivided roadway. The 2019 AADT is 285 VPD east of the site.
- Connemara Trail is an east-west roadway west of the AUAR development. Connemara Trail is a two-lane undivided with dedicated turn lanes provided at major intersecting roadways. The posted speed limit is 40 PM. West of Akron Avenue, the 2018 AADT is 1,400 VPD.

Traffic Generation

It is estimated that the proposed scenario will generate 595 trips during the weekday a.m. peak hour, 563 trips during the weekday p.m. peak hour, and 5,066 daily trips. Trip generation estimates were based on land use codes 155 (High-Cube Warehouse) and 110 (General Light Industrial) in the ITE Trip Generation Manual, 11th Edition. The trip generation is shown in Table 13. The full traffic study conducted for the AUAR can be found in Appendix C.

Table 13: Trip Generation Forecasts

Scenario	AM Peak Hour			PM Peak Hour			Daily
	Total	In	Out	Total	In	Out	
Proposed Scenario	595	509	86	563	135	428	5,066

Availability of Transit

The Route 484 express bus operates CSAH 42 past the study area. Currently this route only stops at the Rosemount Transit Station, but future development along CSAH 42 corridor could drive service changes. There are no additional transit routes currently serving the AUAR study area.

- b. Discuss the effect on traffic congestion on affected roads and describe any traffic improvements necessary. The analysis must discuss the project's impact on the regional transportation system. If the peak hour traffic generated exceeds 250 vehicles or the total daily trips exceeds 2,500, a traffic impact study must be prepared as part of the EAW. Use the format and procedures described in the Minnesota Department of Transportation's Access Management Manual, Chapter 5 (available at: <http://www.dot.state.mn.us/accessmanagement/resources.html>) or a similar local guidance.**

AUAR Guidance: For AUAR reviews, a detailed traffic analysis will be needed, conforming to the MnDOT guidance as listed on the EAW form. The results of the traffic analysis must be used in the response to Items 17 and 19.

A Traffic Impact Analysis (TIA) was completed in May 2023 based on the projected trip generation of the proposed scenarios. The results of this study can be found in Appendix C. Based on the detailed findings of the Rosemount Industrial TIA, the area's transportation network is expected to support redevelopment within the AUAR study area with mitigation. The TIA identified improvements that could be constructed to mitigate possible future traffic impacts associated with development within the AUAR study area. Metrics for traffic analysis include intersection delay as measured by Level of Service (LOS) and queue lengths.

The traffic analysis report includes intersection capacity analyses for intersections at site access points along CR 42 and Connemara Trail as well as intersection operations within the vicinity of the project (see locations identified on Figure 13). The access along CSAH 42 meets the access spacing requirement in the Dakota County 2040 Transportation Plan. Based on the results of the TIA capacity analysis, several intersections operate poorly in both scenarios without mitigation. Table 14 shows the LOS for the study area intersections in each analysis scenario.

Table 14: Existing and Projected Intersection LOS

Intersection	Existing LOS	No Build LOS		Build LOS	Mitigated Build LOS	
	2023	2027	2040	2027	2027	2040
A.M. Peak Hour Intersection LOS						
CSAH 42 & US 52 SB Ramps	E	F	F	F	C	C
CSAH 42 & US 52 NB Ramps	B	E	D	F	B	B
CSAH 42 & Blaine Avenue	B	C	D	F	B	B
CSAH 42 & Audrey Avenue	A	C	B	D	B	B

Intersection	Existing LOS	No Build LOS		Build LOS	Mitigated Build LOS	
	2023	2027	2040	2027	2027	2040
CSAH 42 & Akron Avenue	A	A	B	A	B	C
Blaine Avenue & Connemara Trail	--	--	--	A	A	A
CSAH 42 & 3/4 Access	--	--	--	A	A	A
Audrey Avenue & Connemara Trail	--	--	--	A	A	A
P.M. Peak Hour Intersection LOS						
CSAH 42 & US 52 SB Ramps	E	F	F	F	D	C
CSAH 42 & US 52 NB Ramps	C	F	C	E	C	B
CSAH 42 & Blaine Avenue	C	D	F	F	B	B
CSAH 42 & Audrey Avenue	C	D	D	F	B	B
CSAH 42 & Akron Avenue	B	B	C	B	B	C
Blaine Avenue & Connemara Trail	--	--	--	F	A	A
CSAH 42 & 3/4 Access	--	--	--	A	A	A
Audrey Avenue & Connemara Trail	--	--	--	F	A	A

Figure 13: Traffic Study Intersections



c. Identify measures that will be taken to minimize or mitigate project related transportation effects.

The following provides a summary of mitigation improvements that were identified as part of the traffic analysis for the Rosemount Industrial Development.

Existing (2022) Conditions

- No mitigation necessary

Short-Term (2027) No-Build Conditions

- No mitigation necessary

Short-Term (2027) Build Conditions

- TH 52 Northbound Ramps & CS AH 42: Installation of a signal
- TH 52 Southbound Ramps & CS AH 42: Installation of a signal
- CS AH 42 & Blaine Avenue: Installation of dedicated turn-lanes at all approaches and a signal
- CS AH 42 & Audrey Avenue: Installation of dedicated turn-lanes at all approaches and a signal
- CS AH 42 & Access Drive: Installation of dedicated turning lanes on CS AH 42 approaches
- Blaine Avenue & Connemara Trail: Installation of dedicated turning lanes on Blaine Avenue approaches
- Audrey Avenue & Connemara Trail: Installation of dedicated turning lanes to all approaches

Long-Term (2040) No-Build Conditions

- No mitigation necessary

Long-Term (2040) Build Conditions

- All modifications from Short-Term (2027) Build Conditions
- TH 52 Northbound Ramps & CSAH 42: Installation of dual eastbound left-turn lanes
- CSAH 42 & Blaine Avenue: Installation of dual southbound left-turn lanes
- CSAH 42 & Audrey Avenue: Installation of dual southbound left-turn lanes

21. Cumulative Potential Effects

AUAR Guidance: Because the AUAR process by its nature is intended to deal with cumulative potential effects from all future developments within the AUAR area, it is presumed that the responses to all items on the EAW form automatically encompass the impacts from all anticipated developments within the AUAR area.

However, the total impact on the environment with respect to any of the items on the EAW form may also be influenced by past, present, and reasonably foreseeable future projects outside of the AUAR area. The cumulative potential effect descriptions may be provided as part of the responses to other appropriate EAW items, or in response to this item.

a. Describe the geographic scales and timeframes of the project related environmental effects that could combine with other environmental effects resulting in cumulative potential effects.

Cumulative effects result from the incremental impact of the development scenarios when added to other past, present, and reasonably foreseeable future actions. The geographic area considered for cumulative potential effects is the area within the AUAR study area. No other projects have been identified as reasonably foreseeable and have the potential to interact with either scenario as to cause varying degrees of reasonably foreseeable cumulative impacts.

b. Describe any reasonably foreseeable future projects (for which a basis of expectation has been laid) that may interact with environmental effects of the proposed project within the geographic scales and timeframes identified above.

A section of the Rosemount Greenway Regional Trail will be constructed north of the project. Impacts from this project will be addressed via the regulatory permitting and approval processes and will be individually mitigated to ensure minimal cumulative impacts occur.

c. Discuss the nature of the cumulative potential effects and summarize any other available information relevant to determining whether there is potential for significant environmental effects due to these cumulative effects.

Not applicable.

22. Other Potential Environmental Effects

If the project may cause any additional environmental effects not addressed by Items 1 to 21, describe the effects here, discuss the how the environment will be affected, and identify measures that will be taken to minimize and mitigate these effects.

There are no other potential environmental effects that have not been addressed in preceding section.

Mitigation Plan

This Mitigation Plan is submitted as part of the AUAR to provide reviewers and regulators with an understanding of the actions that are advisable, recommended, or necessary to protect the environment and minimize potential impacts by the proposed development scenarios. This Mitigation Plan will be revised and updated based on comments received during the AUAR comment period.

This Mitigation Plan is intended to satisfy the AUAR rules that require the preparation of a mitigation plan that specifies measures or procedures that will be used to avoid, minimize, or mitigate the potential impacts of development within the AUAR study area. Although mitigation strategies are discussed throughout the AUAR document, this plan will be formally adopted by the RGU as their action plan to prevent potentially significant environmental impacts.

The primary mechanism for mitigation of environmental impacts is the effective use of ordinances, rules, and regulations. The plan does not modify the regulatory agencies' responsibilities for implementing their respective regulatory programs nor create additional regulatory requirements. The plan specifies the legal and institutional arrangements that will assure that the adopted mitigation measures are implemented.

In addition to the anticipated permits and approvals listed in Table 6, the mitigation measures developed in the AUAR process are outlined in Table 15. There were no impacts or mitigation strategies identified in Item 8; therefore, this area is not included in the Mitigation Plan. The remaining AUAR items have identified regulatory requirements and/or mitigation measures that reduce the level of potential impact of development within the study area. The plan is formatted consistent with the sections of the AUAR for ease of reference.

Table 15: Mitigation Plan

Resource Area	Mitigation
Land Use	Any zoning inconsistencies will be addressed through a rezoning.
	Should the development scenario be adopted, the City will coordinate with the Metropolitan Council to increase the TAZ allocations, if needed.
	If necessary, a comprehensive plan amendment will be applied for.
Geology, Soils, and Topography	Erosion prevention and sediment control practices will be implemented on-site per the NPDES General Stormwater Permit requirements.
	Prior to development, the site will be investigated to identify karst conditions.

Resource Area	Mitigation
Water Resources	Infrastructure will be built within the AUAR study area to convey stormwater to stormwater management areas to help achieve the appropriate water quality treatment. The project will include approximately 12 acres of above ground stormwater management areas. As required by the City and Vermillion River Watershed Joint Powers Organization, the quantity and rate of stormwater runoff from the 1-, 10-, and 100-year, 24-hour rainfall events in post-development conditions will be managed to not exceed the existing conditions. Infrastructure will be built within the AUAR study area to convey stormwater to stormwater management areas to help achieve this water quantity requirement.
	Stormwater will be conveyed by means of an underground storm sewer to constructed stormwater management areas. Conveyance systems will be designed in accordance with acceptable industry standards and in conformance with jurisdictional requirements.
	Maintenance and monitoring of the stormwater management areas will be performed to ensure long term effectiveness of the facilities.
	Obtain a permit from the Metropolitan Council and MPCA for a sewer extension and permit to connect.
	Groundwater wells will be properly sealed by a licensed well contractor prior to redevelopment within the AUAR study area per MPCA and MDH well sealing requirements.
	A chloride management plan will be implemented, which will meet state and local requirements.
	Best management practices pertaining to stormwater management will be adhered to during construction.
	If necessary, impacts to existing wetlands will require the purchase of wetland banking credits.
Contamination/ Hazardous Waste	Development would both generate construction-related waste materials such as wood, packaging, excess materials, and other wastes, which would be either recycled or disposed in the proper facilities; Products will be kept in their original containers unless they cannot be resealed. Original labels and Material Safety Data Sheets will be made available. Surplus materials will be properly removed from the property upon completion of use.
	Ensure compliance with applicable laws, rules, and ordinances related to the management of solid and hazardous waste as required by Minnesota Statutes 2020, section 473.811, subdivision 5c.
	Coordinate with the MPCA regarding the required plans, material handling, and disposal.
	Wildlife friendly erosion control methods will be utilized within the study area to minimize impacts to wildlife using the site during construction.

Resource Area	Mitigation
Fish, Wildlife, Plant Communities, and Sensitive Ecological Resources	Invasive species will be controlled during site construction. Additionally, appropriate measures will be taken to control the spread of invasive species will be controlled during construction and landscaping: - Inspecting construction equipment and removing any visible plant, seeds, mud, dirt clods, and animals when arriving and leaving a site. - Using certified weed-free products such as weed-free seed or hay whenever possible. - Using mulch, soil, gravel, etc., that is free of invasive species whenever possible. - Inspecting soil and plant material during planting for signs of invasive species and removing or destroying the invasive species or the plant and associated soil if the invasive species cannot be separated out. - Native and drought-tolerant species will be utilized in landscaped areas.
	To avoid potential impacts to the Loggerhead Shrike, tree removal activities are anticipated to be conducted early in the construction season, prior to the species' breeding season. Any loggerhead shrike sightings will be reported to the DNR.
	Coordination with USFWS before tree clearing is recommended. If tree removal is unavoidable during this timeframe, a qualified surveyor will conduct a survey for active nests prior to tree or shrub removal.
	A specific tree replacement plan will be created and approved by the City prior to development.
Historic Properties	A phase I archaeological reconnaissance study will be conducted by a qualified archaeologist prior to construction.
Visual	Lighting practices will be selected to address known ecological concerns and prevent avoidable impacts to insects, wildlife, rare plants, and adjacent natural areas. Guidance from the USFWS that recommends a lighting system that minimizes uplight and backlight would be adhered to the extent practicable.
Air	Construction will generate temporary fugitive dust emissions during construction. These emissions will be controlled by sweeping, watering, sprinkling, as appropriate or as prevailing weather and soil conditions dictate. The City of Rosemount regulates dust in accordance with the standards set by the MPCA.
Noise	Construction activities may result in temporarily elevated noise levels. To the extent possible, construction activities will be conducted to minimize noise levels and nighttime construction activities. Permits related to construction noise must be obtained from the City at least 10 working days prior to the start of construction.

Resource Area	Mitigation
Transportation	Short-Term (2027) Build Conditions • TH 52 Northbound Ramps & CSAH 42: Installation of a signal • TH 52 Southbound Ramps & CSAH 42: Installation of a signal • CSAH 42 & Blaine Avenue: Installation of dedicated turn-lanes at all approaches and a signal • CSAH 42 & Audrey Avenue: Installation of dedicated turn-lanes at all approaches and a signal • CSAH 42 & Access Drive: Installation of dedicated turning lanes on CSAH 42 approaches • Blaine Avenue & Connemara Trail: Installation of dedicated turning lanes on Blaine Avenue approaches • Audrey Avenue & Connemara Trail: Installation of dedicated turning lanes to all approaches Long-Term (2040) No-Build Conditions • No Mitigation Necessary Long-Term (2040) Build Conditions • All modifications from Short-Term (2027) Build Conditions • TH 52 Northbound Ramps & CSAH 42: Installation of dual eastbound left-turn lanes • CSAH 42 & Blaine Avenue: Installation of dual southbound left-turn lanes • CSAH 42 & Audrey Avenue: Installation of dual southbound left-turn lanes
	As developments occur in the area, signal warrants should be evaluated if/when signals are warranted.

Appendix A

Wetland Delineation Report



Wetland Delineation Report

Rosemount Industrial

City of Rosemount

Dakota County, Minnesota

Prepared for:

Scannell Properties, LLC
294 Grove Lane, Suite 140
Wayzata, MN 55391

Prepared by:

Kimley-Horn and Associates, Inc.
767 Eustis Street, Suite 100
Saint Paul, MN 55114

May 2023



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Appendix A: Hydric Soils Information

Appendix B: Precipitation Data

Appendix C: Historic Aerials Review

Appendix D: Field Data Sheets

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1 Introduction

Wetland scientists Madeline Humphrey (CMWP #1422), Cassie Baumgartner, Keller Leet-Otley (CMWP #1412), and Cole Kiernan, with Kimley-Horn and Associates, Inc. conducted a wetland investigation and field delineation for Scannell Properties, LLC and the Rosemount Industrial project study area in Rosemount, Dakota County, Minnesota. The wetland investigation and delineation included portions of 12 parcels (Parcel IDs 340260040010, 340260025011, 340260025012, 340260012010, 340260006011, 340260003030, 340260003021, 340260003010, 340260017011, 340260017012, 340260018010, and 340260015010) bounded by 145th Street East to the south and Blaine Avenue East to the east (the “study area”). The study area is shown in **Figure 1**. The study area consists of existing undeveloped agricultural land, woodland, roadways, with residential and agricultural structures in the southern and eastern portions of the study area. Cover types within the study area includes row crops, forest, wetland, and impervious surface.

A routine level 2 (onsite) wetland delineation, as outlined in the *1987 Corps of Engineers Wetlands Delineation Manual* (January 1987) along with the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0)* (August 2010) occurred on August 16th, 2022, and November 3rd, 2022. A site visit with the Technical Evaluation Panel was performed on May 3, 2023, to confirm the delineation boundaries. The purpose of this delineation was to identify the extent of wetlands within the study area. The information will be used to facilitate project design and determine if aquatic resource impacts are avoidable and/or if minimization of impacts can result from design modifications.

2 Project Description

Scannell Properties, LLC is proposing to develop the parcel.

3 Statement of Qualifications

Kimley-Horn has extensive experience completing wetland investigations and delineations across the United States. Kimley-Horn’s personnel has been trained to use the *1987 Corps of Engineers Wetlands Delineation Manual (USACE, 1987)* along with the applicable regional supplements. Kimley-Horn has experience completing off-site hydrology analysis, historic aerial reviews, and difficult or atypical situation delineations.

Ashley Payne earned a Bachelor of Arts Degree in Environmental Biology from Saint Mary’s University of Minnesota. She is an environmental scientist with over 14 years of experience specializing in wetland services environmental documentation and assessments, and geographic information systems mapping and data collection. During the last 14 years, she has successfully completed hundreds of delineations for various types of projects. In the last seven years, Ashley’s primary focus has been the delineation of agricultural fields for future development. She is familiar with completing historic aerial reviews and off-site hydrology determinations which are required for delineation of farmed wetlands. Ashley has also obtained environmental permits for clients through efficient and thorough preparation of permit applications, and by coordinating with agency personnel. Ashley is a certified delineator in the state of Minnesota and her primary focus is environmental work in the Midwest. She has extensive experience working in Minnesota, Illinois, Wisconsin, Michigan, Iowa, and South Dakota.

Madeline Humphrey holds a Bachelor of Science in Environmental Science from the University of Minnesota. Madeline specializes in environmental surveys and permitting and has assisted in wetland delineations throughout the Midwest. Madeline has completed surveys and permitting for both public and private sector clients.

Cassie Baumgartner earned a Bachelor of Science degree in Environmental Science, Policy, and Management, from the University of Minnesota. Cassie has experience in Phase I Environmental Site Assessments, natural resource surveying and permitting, threatened and endangered species due diligence, NPDES stormwater compliance, and specializes in wetland delineations and geographic information systems mapping. She has completed wetland delineations for both public and private sector clients throughout the Midwest and is proficient in wetland delineations in agricultural areas.

Keller Leet-Otley earned a Bachelor of Arts Degree in Environmental Science from Colby College. He is an environmental scientist who specializes in wetland delineation and permitting, geographic information systems mapping, and threatened and endangered species due diligence. He has assisted with the delineation of agricultural fields, roadway corridors, and undeveloped areas for future development and transit projects. He is proficient using ArcGIS to produce client specific exhibits for various project types. Keller has drafted environmental permit applications and documentation for public and private sector clients. He is a certified delineator in the state of Minnesota and his focus is environmental work in the upper Midwest.

4 Mapping and Background Information

Prior to field reconnaissance, potential wetland areas within the project study areas were identified through a desktop review of United States Geological Survey (USGS) Topographic maps, National Wetlands Inventory (NWI), National Hydrography Dataset (NHD), Department of Natural Resources (DNR) Public Waters Inventory (PWI), LiDAR, the soil survey for Dakota County, Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM), aerial photography, and antecedent precipitation for a location near the study area. The selected resources are described below:

4.1 Topographic Map

The Coates 7.5-minute United States Geological Survey (USGS) topographical map and LiDAR data from USGS were reviewed for the study area. According to the USGS topographic map (see Figure 2), the study area is largely undeveloped, partially forested, and has structures in the southern and eastern portions. Roadways extend along the southern and eastern boundaries of the study area and an east-west oriented transmission line extends along the northern portion of the study area. The LiDAR map depicts the site sloping generally to the northeast towards a localized depression. The site ranges from 962 feet (above mean sea level) to 878 feet, see Figure 3.

4.2 National Wetlands Inventory

The National Wetland Inventory (NWI), available from the Minnesota DNR (updated in 2019), depicts potential wetland areas and waterbodies based on stereoscopic analysis of high altitude and aerial photographs and was reviewed for the study area. According to the NWI map, there is one freshwater emergent wetland (PEM1A) in the northeastern wooded portion of the study area, see Figure 3.

4.3 National Hydrography Dataset

The National Hydrography Dataset (NHD), available from USGS, depicts drainage networks and related features, including rivers, streams, canals, lakes, and ponds. The NHD dataset is not field verified. According to NHD mapping, there are no identified drainage features within the study area or the vicinity.

4.4 DNR Public Waters Inventory

The Department of Natural Resources (DNR) Public Waters Inventory (PWI) depicts DNR Public Waterways and Waterbodies. According to the PWI inventory, there are no Public Waterways within the study area or the vicinity.

4.5 Soil Survey

The Natural Resources Conservation Service's (NRCS) *Web Soil Survey* for Dakota County was reviewed for the study area. According to the survey, there are 21 soil mapping units within the study area which are generally silt loams. Approximately 97% of the study area was mapped with soils with a predominantly non-hydric soil rating at or below 15%. The remaining areas were mapped at a predominantly hydric soil rating of 95%. Maps and information obtained from NRCS online web soil survey are included in Figure 4 and Appendix A.

4.6 Federal Emergency Management Agency Floodplain

The Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) was reviewed for the project study area. According to the FEMA FIRM, the study area is located in Zone X of panels 27037C0230E and 27037C0235E (effective December 2, 2011), which is outside the designated 100-year and 500-year floodplain zones, see Figure 5.

4.7 Precipitation

Precipitation data for the study area were obtained from the U.S. Army Corps of Engineers Antecedent Precipitation Tool. WETS (Wetlands) tables were reviewed for climate stations within the vicinity of the study area to determine the current hydrologic conditions for the site and if those conditions are typical for this time of year. 90-day rolling precipitation levels leading up to the field reviews (June, July, and August for the August visit, and September, October, and November for the November visit) were compared to historical data. The data show that June, July, August, October, and November all had drier than normal precipitation levels, while September had wetter than normal precipitation levels. In summary, both field visits constituted drier than normal precipitation conditions. This information is included in Appendix B.

4.8 Aerial Photography Review

Aerial photography, acquired from Google Earth, was reviewed to identify the potential for wetlands across the site. Sixteen photos were reviewed between 1991 and 2021, available in Appendix C. These photos were used to determine the presence of wetland hydrology using industry accepted offsite hydrology analysis for areas showing crop stress or other potential wetland signatures. Each image was interpreted for the presence or lack of hydrologic indicators.

Table 2 in Appendix C summarized the image interpretation for areas that were investigated using offsite hydrology analysis. Areas of Interest (AOI) 1-3 did not have wetland signatures in at least 30% of the historic aerials with normal precipitation conditions and did not meet hydrology indicators in the field; therefore, AOIs 1-3 were not delineated as wetland. AOI 4 had wetland signatures in at least 50% of the historic aerials with normal precipitation conditions but was observed to be a hillslope not meeting hydrology indicators in the field; therefore, AOI 4 was not delineated as wetland.

5 Field Investigation

A routine level 2 (onsite) wetland delineation, as outlined in the *1987 Corps of Engineers Wetlands Delineation Manual* (January 1987) along with the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0)* (August 2010) occurred on August 16th, 2022, and November 3rd, 2022. A site visit with the Technical Evaluation Panel was performed on May 3, 2023, to confirm the delineation boundaries. One wetland boundary (Wetland 3) was expanded during the review.

During the onsite delineation, vegetation, soils, and current hydrologic characteristics were evaluated at each wetland area and area of investigation identified within the study area. Wetland boundaries were

digitally recorded with a Trimble GPS until one or more of the three criteria were no longer present. The sample point locations, wetland boundaries, and aquatic features were surveyed with a Trimble GPS and are shown in Figure 6.

In addition to wetlands that were investigated and delineated, non-wetland aquatic features were delineated. Non-wetland aquatic features are defined based on the observation of the following characteristics:

- Flow
 - o Perennial: contains water at all times of the year except during extreme drought
 - o Intermittent: contains water occasionally or seasonally
 - o Ephemeral: contains water only during and immediately after periods of rainfall or snowmelt
- Ordinary High Water Mark (OHWM): The limit line on the shore established by the fluctuation of the water surface. It is shown by such things as a clear line impressed on the bank, shelving, changes in soil character, destruction of terrestrial vegetation, the presence of litter and debris, or other features influenced by the surrounding area
- Bank Shape
 - o Undercut: banks that overhang the stream channel
 - o Steep: bank slope of approximately greater than 30 degrees
 - o Gradual: bank slope of approximately 30 degrees or less

Non-wetland linear features include roadside ditches, which lack flow, an OHWM, and/or an established bed and bank. Roadside ditches contained upland vegetation along roadside areas. The linear features are included in Figure 6 to demonstrate surficial connections between resources. Sample points were completed for all observed wetland and upland plant communities. Some wetlands exhibited similar wetland and upland plant communities and were in close proximity to one another; these wetlands were documented with representative sample points. The field data sheets are included in Appendix D. Site photos can be found in Appendix E and a photo locations map can be found in Figure 6.

6 Summary of Results

Table 1: Delineation Summary

Resource ID	Wetland Plant Community	C-39 Type	Size (acres/linear feet) ¹	NWI?	Hydric Soils?	Photo ID	Associated Sample Points	NOTES
Wetlands								
Wetland 1	Wet Meadow	2	0.06 ac	No	No	1	SP-6 (Wet) SP-7 (Up)	Wetland located along the southern boundary of the study area. The wetland collects runoff from the surrounding landscape and roadway and drains south. The wetland boundary was based on the change in topography, presence of hydric soil, wetland hydrology, and hydrophytic vegetation dominance. The wetland appears surficially isolated from other aquatic resources.
Wetland 2	Wet Meadow	2	0.14 ac	No	Yes	2-3	SP-6 (Wet) SP-7 (Up)	Wetland located along the southern boundary of the study area. The wetland collects runoff from the surrounding landscape and roadway and drains south. The wetland boundary was based on the change in topography, presence of hydric soil, wetland hydrology, and hydrophytic vegetation dominance. Wetland 2 was documented with representative sample points. The wetland appears surficially isolated from other aquatic resources.
Wetland 3	Seasonally Flooded Basin	1	1.55 ac	PEM1A	Yes	16, 19, 20	SP-8, SP-9, and SP-12 (Wet); SP-10, SP-11, and SP-13 (Up)	Wetland located along the northeastern forested portion of the study area. The wetland collects runoff from the surrounding area and drains east into Ephemeral Stream 1. The wetland boundary was based on the change in topography, wetland hydrology, and hydrophytic vegetation dominance.
Non-Wetland Aquatic Resources								
Ephemeral Stream 1	-	-	142 ln ft	No	No	11, 17, 18	-	Ephemeral Stream 1 is located in the northeastern portion of the study area and flows under Blaine Ave E via a culvert. Ephemeral Stream 1 drains east off-site. The stream was approximately 1 foot wide and 6 inches deep. No bed and bank was visible downstream of Ephemeral Stream 1 in the agricultural field to the east. Therefore, the stream appears surficially isolated from downstream aquatic resources.

¹ Size of wetland features and additional areas investigated provided in acres and size of non-wetland, linear features provided in linear feet.

7 Regulatory Requirements

A summary of the permit requirements that may pertain to the project is provided below. Any activity planned within areas identified as wetland must be coordinated with and approved by the appropriate agencies prior to commencement of such activities.

Agencies in Minnesota that regulate activities that affect lakes, rivers, streams, and wetlands include:

- U.S. Army Corps of Engineers (USACE)
 - Section 404 of the Clean Water Act
- Local Governmental Units (LGUs)
 - Wetland Conservation Act (WCA)

The LGU for this project is the City of Rosemount. The WCA applies to nearly all wetlands not regulated by the DNR.

The regulatory authority of the USACE covers Waters of the United States, including those that are subject to WCA. Generally, the USACE reviewed delineations to determine whether wetlands are jurisdictional (i.e., Waters of the United States). As of December 7, 2021, consistent with the U.S. Environmental Protection Agency and the Department of the Army (“the agencies”) proposed rule to revise the definition of WOTUS, the agencies have halted implementation of the Navigable Waters Protection Rule and are interpreting WOTUS consistent with the pre-2015 regulatory regime until further notice. The pre-2015 regulatory regime guidance refers to the December 2008, *Rapanos v. United States* and *Carabell v. United States* ruling defining the CWA and jurisdiction of WOTUS in effect, including within the State of Minnesota.

In Minnesota, a joint application process has been developed for projects with anticipated wetland impacts. Applications are coordinated between the USACE and LGU.

8 Report Preparation

The procedures followed for this wetland delineation are in accordance with the *Corps of Engineers Wetlands Delineation Manual* and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0) (August 2010).

This report describes site conditions for a specific date in time and is generally valid for a period of five years from the date of the final field investigation and delineation, which was May 3, 2023.

9 Conclusion

The field delineation identified three wetlands, one ephemeral stream, and two roadside ditches within the study area. The wetlands and streams are described in Table 1.

10 Disclaimer

Kimley-Horn has prepared this document based on limited field observations and our interpretation, as scientists, of applicable regulations and agency guidance. While Kimley-Horn believes our interpretation to be accurate, final authority to interpret the regulations lies with the appropriate regulatory agencies. Regulatory agencies occasionally issue guidance that changes the interpretation of published regulations.

Guidance issued after the date of this report has the potential to invalidate our conclusions and/or recommendations and may cause a need to reevaluate our conclusions and/or recommendations.

Because Kimley-Horn has no regulatory authority, the Client understands that proceeding based solely upon this document does not protect the Client from potential sanction or fines from the applicable regulatory agencies. The Client acknowledges that they have the opportunity to submit documentation to the regulatory agencies for concurrence prior to proceeding with any work. If the Client elects not to do so, then the Client proceeds at their sole risk.

References

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Figures

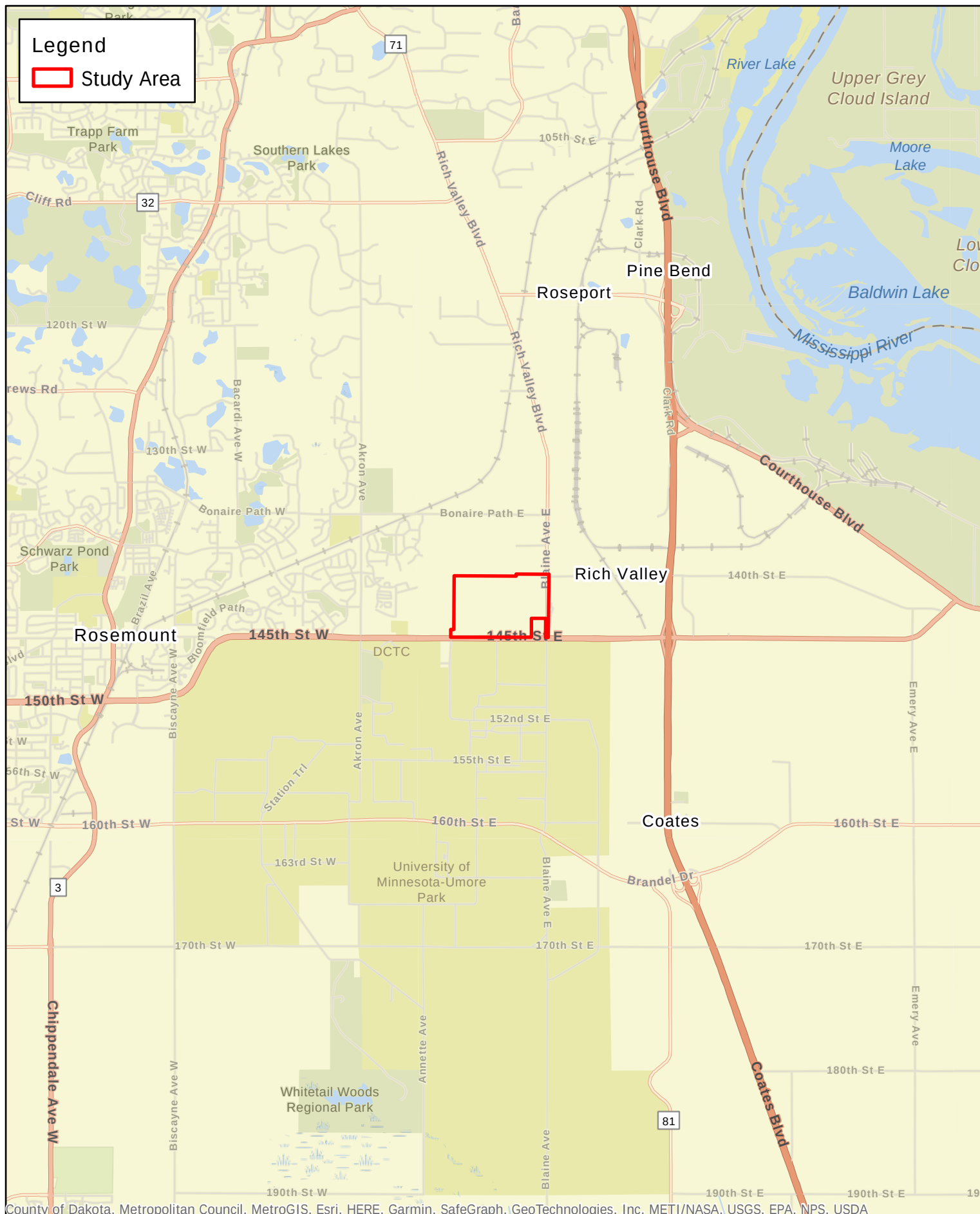
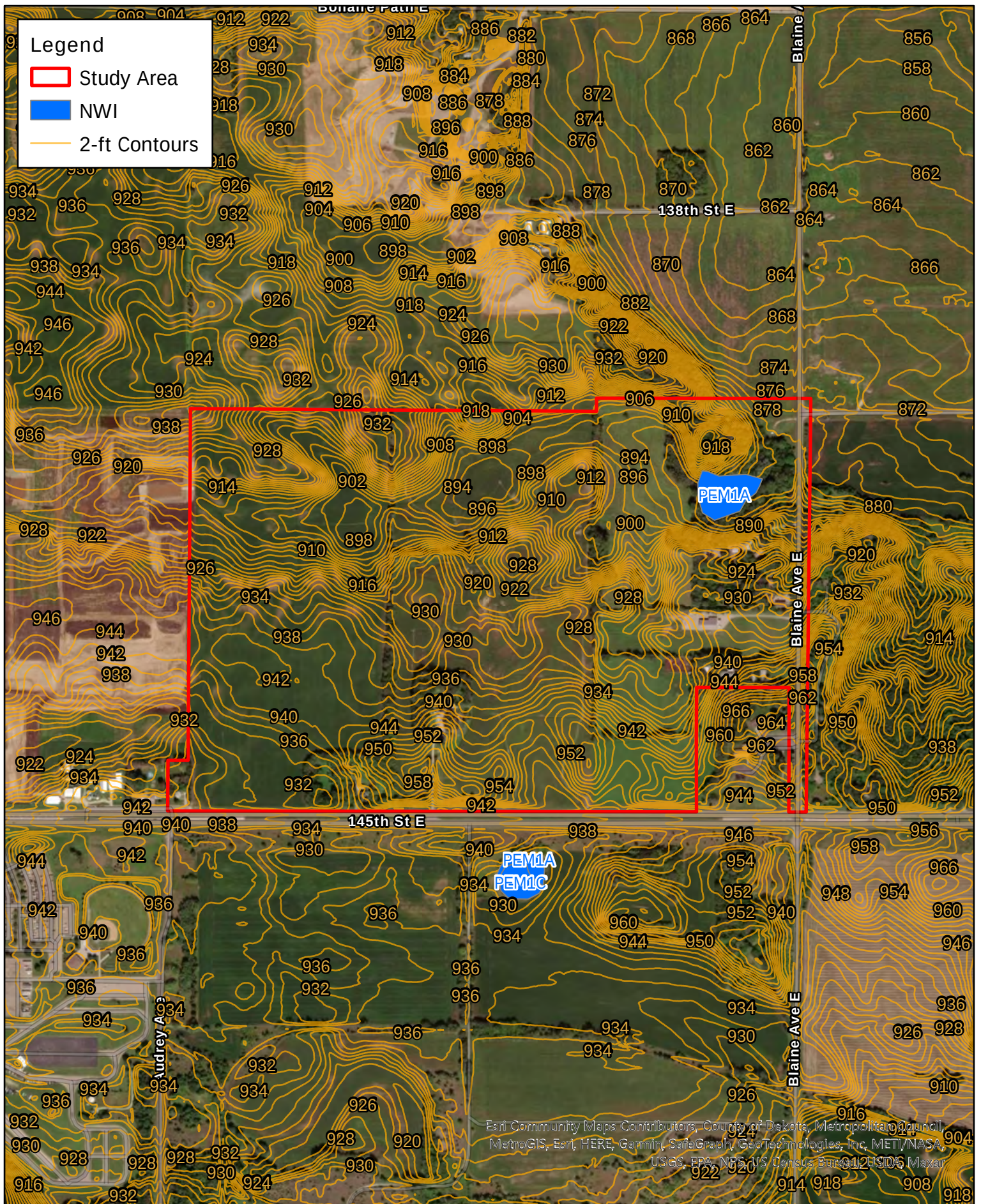
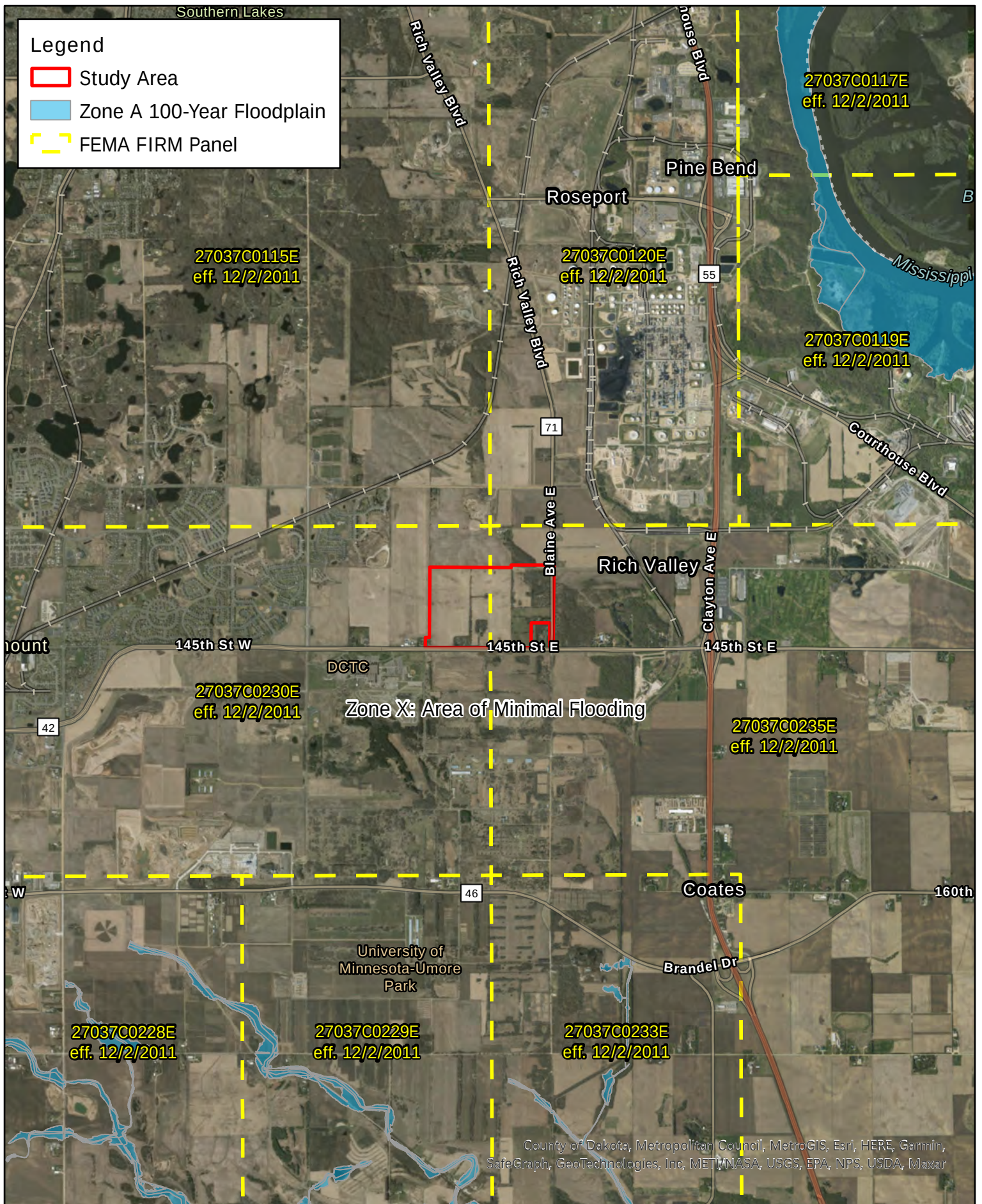




Figure 2. USGS Topographic Map
Rosemount, Minnesota
Scannell Properties
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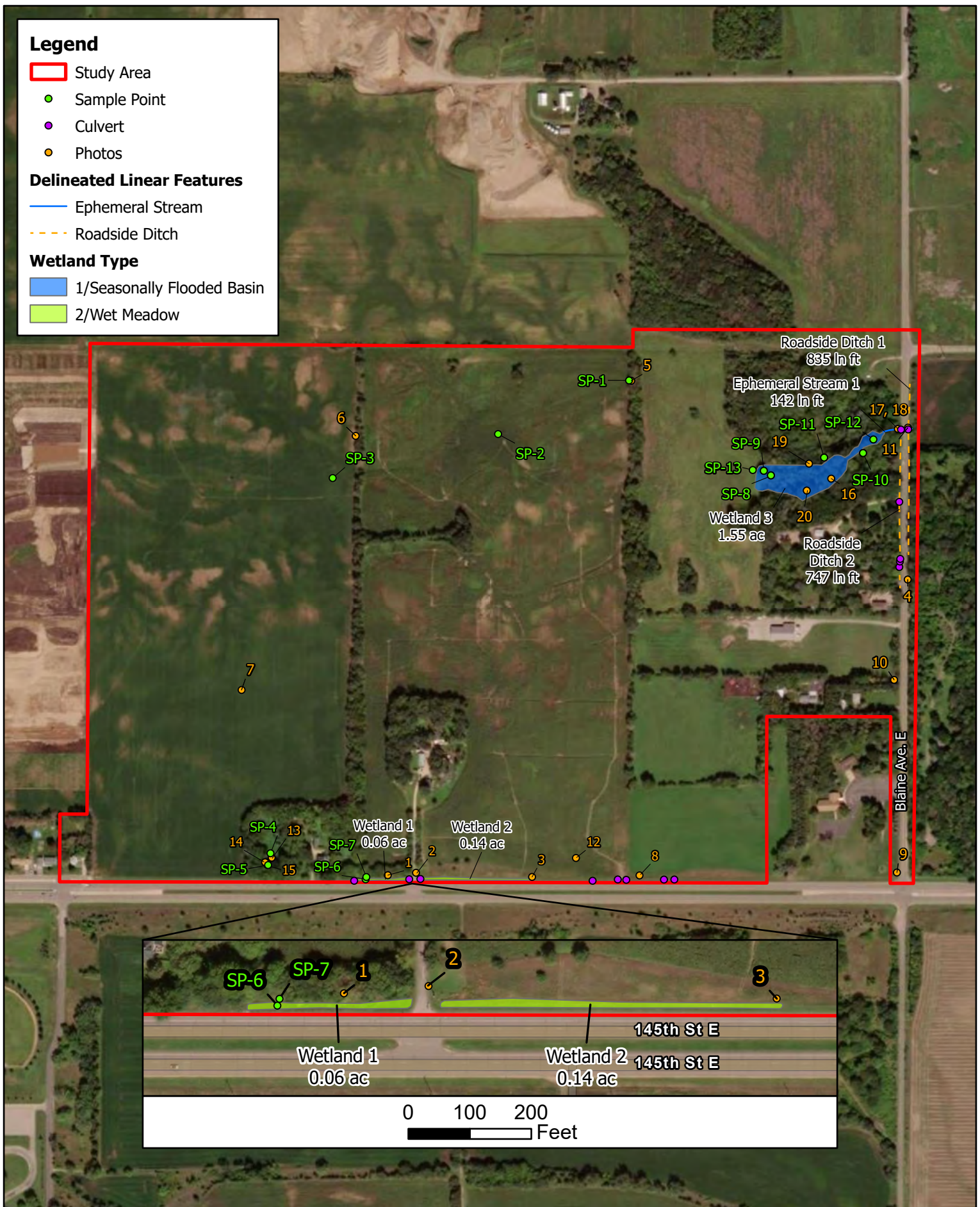
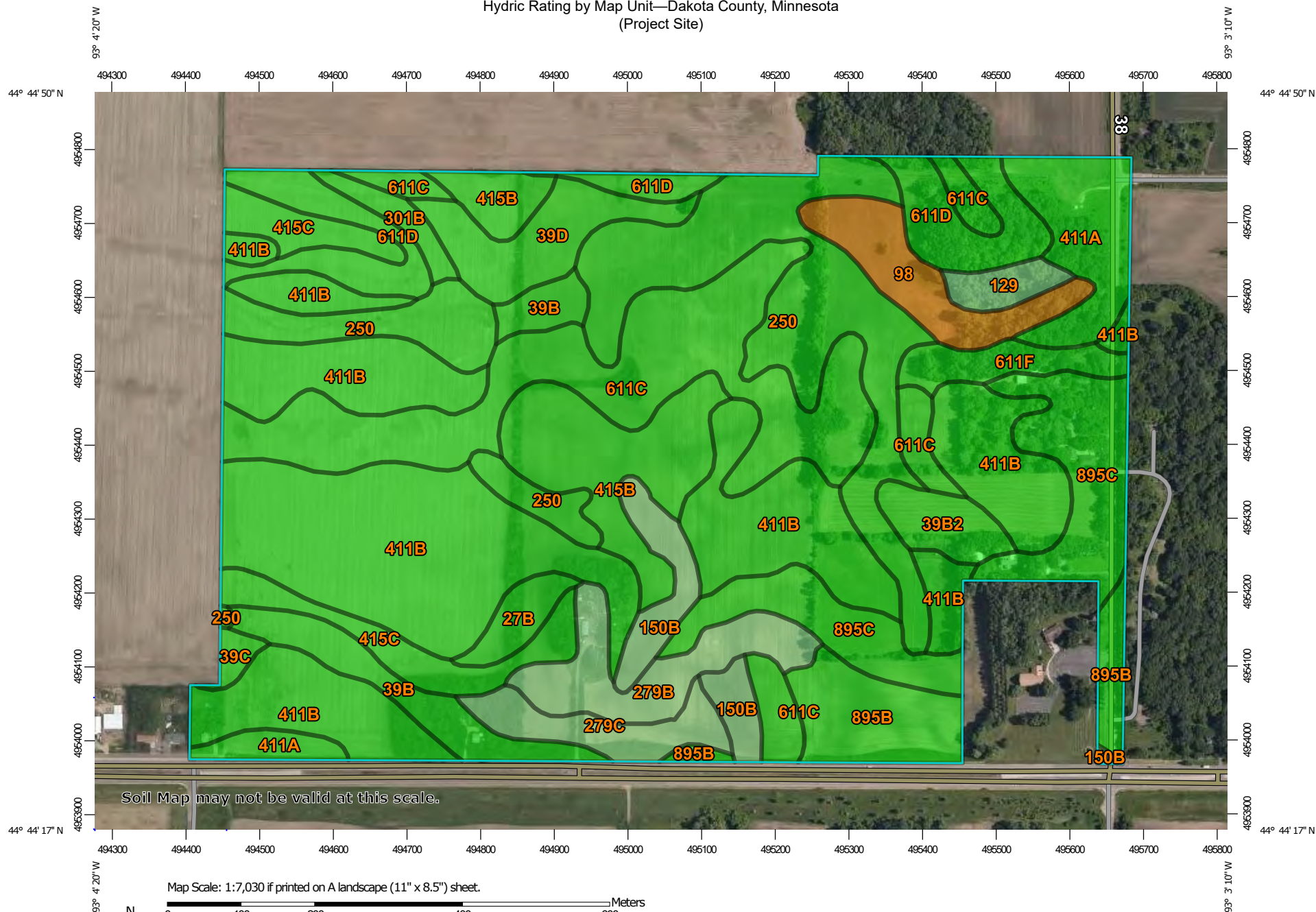


Figure 6. Delineated Summary Map

Rosemount, Minnesota
Scannell Properties

Appendix A: Hydric Soils Information

Hydric Rating by Map Unit—Dakota County, Minnesota (Project Site)



**Natural Resources
Conservation Service**

Web Soil Survey
National Cooperative Soil Survey

11/22/2022
Page 1 of 6
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Hydric Rating by Map Unit—Dakota County, Minnesota (Project Site)

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

Soil Rating Polygons

-  Hydric (100%)
-  Hydric (66 to 99%)
-  Hydric (33 to 65%)
-  Hydric (1 to 32%)
-  Not Hydric (0%)
-  Not rated or not available

Soil Rating Lines

-  Hydric (100%)
-  Hydric (66 to 99%)
-  Hydric (33 to 65%)
-  Hydric (1 to 32%)
-  Not Hydric (0%)
-  Not rated or not available

Soil Rating Points

-  Hydric (100%)
-  Hydric (66 to 99%)
-  Hydric (33 to 65%)
-  Hydric (1 to 32%)
-  Not Hydric (0%)
-  Not rated or not available

Water Features

 Streams and Canals

Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Dakota County, Minnesota
Survey Area Data: Version 18, Sep 6, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 3, 2020—Jun 12, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydric Rating by Map Unit

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
27B	Dickinson sandy loam, 2 to 6 percent slopes	0	2.2	0.9%
39B	Wadena loam, 2 to 6 percent slopes	0	7.3	3.1%
39B2	Wadena loam, 2 to 6 percent slopes, eroded	0	3.2	1.4%
39C	Wadena loam, 6 to 12 percent slopes	0	0.8	0.3%
39D	Wadena loam, 12 to 18 percent slopes	0	6.5	2.8%
98	Colo silt loam, occasionally flooded	95	6.5	2.8%
129	Cylinder loam, 0 to 2 percent slopes	15	2.0	0.8%
150B	Spencer silt loam, 2 to 6 percent slopes	5	5.2	2.2%
250	Kennebec silt loam	0	29.2	12.4%
279B	Otterholt silt loam, 1 to 6 percent slopes	8	7.6	3.2%
279C	Otterholt silt loam, 6 to 15 percent slopes	8	4.5	1.9%
301B	Lindstrom silt loam, 1 to 4 percent slopes	0	1.8	0.8%
411A	Waukegan silt loam, 0 to 1 percent slopes	0	8.8	3.8%
411B	Waukegan silt loam, 1 to 6 percent slopes	0	59.5	25.3%
415B	Kanaranzi loam, 2 to 6 percent slopes	0	13.2	5.6%
415C	Kanaranzi loam, 6 to 12 percent slopes	0	8.0	3.4%
611C	Hawick gravelly sandy loam, 6 to 12 percent slopes	0	29.8	12.7%
611D	Hawick gravelly sandy loam, 12 to 20 percent slopes	0	11.6	4.9%
611F	Hawick loamy sand, 20 to 40 percent slopes	0	3.4	1.4%
895B	Kingsley-Mahtomedi-Spencer complex, 3 to 8 percent slopes	0	8.9	3.8%

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
895C	Kingsley-Mahtomedi-Spencer complex, 8 to 15 percent slopes	0	15.1	6.4%
Totals for Area of Interest			235.2	100.0%

Description

This rating indicates the percentage of map units that meets the criteria for hydric soils. Map units are composed of one or more map unit components or soil types, each of which is rated as hydric soil or not hydric. Map units that are made up dominantly of hydric soils may have small areas of minor nonhydric components in the higher positions on the landform, and map units that are made up dominantly of nonhydric soils may have small areas of minor hydric components in the lower positions on the landform. Each map unit is rated based on its respective components and the percentage of each component within the map unit.

The thematic map is color coded based on the composition of hydric components. The five color classes are separated as 100 percent hydric components, 66 to 99 percent hydric components, 33 to 65 percent hydric components, 1 to 32 percent hydric components, and less than one percent hydric components.

In Web Soil Survey, the Summary by Map Unit table that is displayed below the map pane contains a column named 'Rating'. In this column the percentage of each map unit that is classified as hydric is displayed.

Hydric soils are defined by the National Technical Committee for Hydric Soils (NTCHS) as soils that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part (Federal Register, 1994). Under natural conditions, these soils are either saturated or inundated long enough during the growing season to support the growth and reproduction of hydrophytic vegetation.

The NTCHS definition identifies general soil properties that are associated with wetness. In order to determine whether a specific soil is a hydric soil or nonhydric soil, however, more specific information, such as information about the depth and duration of the water table, is needed. Thus, criteria that identify those estimated soil properties unique to hydric soils have been established (Federal Register, 2002). These criteria are used to identify map unit components that normally are associated with wetlands. The criteria used are selected estimated soil properties that are described in "Soil Taxonomy" (Soil Survey Staff, 1999) and "Keys to Soil Taxonomy" (Soil Survey Staff, 2006) and in the "Soil Survey Manual" (Soil Survey Division Staff, 1993).

If soils are wet enough for a long enough period of time to be considered hydric, they should exhibit certain properties that can be easily observed in the field. These visible properties are indicators of hydric soils. The indicators used to make onsite determinations of hydric soils are specified in "Field Indicators of Hydric Soils in the United States" (Hurt and Vasilas, 2006).

References:

Federal Register. July 13, 1994. Changes in hydric soils of the United States.

Federal Register. September 18, 2002. Hydric soils of the United States.

Hurt, G.W., and L.M. Vasilas, editors. Version 6.0, 2006. Field indicators of hydric soils in the United States.

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Rating Options

Aggregation Method: Percent Present

Aggregation is the process by which a set of component attribute values is reduced to a single value that represents the map unit as a whole.

A map unit is typically composed of one or more "components". A component is either some type of soil or some nonsoil entity, e.g., rock outcrop. For the attribute being aggregated, the first step of the aggregation process is to derive one attribute value for each of a map unit's components. From this set of component attributes, the next step of the aggregation process derives a single value that represents the map unit as a whole. Once a single value for each map unit is derived, a thematic map for soil map units can be rendered. Aggregation must be done because, on any soil map, map units are delineated but components are not.

For each of a map unit's components, a corresponding percent composition is recorded. A percent composition of 60 indicates that the corresponding component typically makes up approximately 60% of the map unit. Percent composition is a critical factor in some, but not all, aggregation methods.

The aggregation method "Percent Present" returns the cumulative percent composition of all components of a map unit for which a certain condition is true. For example, attribute "Hydric Rating by Map Unit" returns the cumulative percent composition of all components of a map unit where the corresponding hydric rating is "Yes". Conditions may be simple or complex. At runtime, the user may be able to specify all, some or none of the conditions in question.

Component Percent Cutoff: None Specified

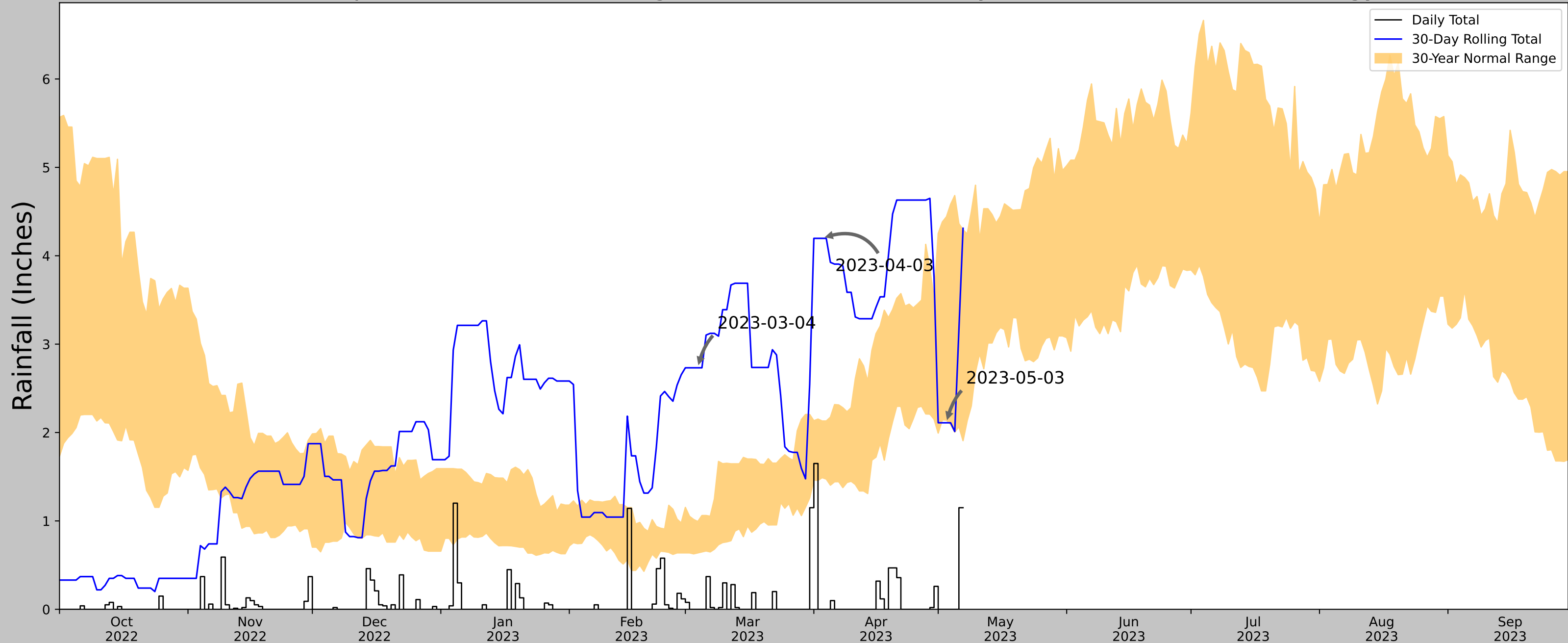
Components whose percent composition is below the cutoff value will not be considered. If no cutoff value is specified, all components in the database will be considered. The data for some contrasting soils of minor extent may not be in the database, and therefore are not considered.

Tie-break Rule: Lower

The tie-break rule indicates which value should be selected from a set of multiple candidate values, or which value should be selected in the event of a percent composition tie.

Appendix B: Precipitation Data

Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



Coordinates	44.7450132, -93.0553764
Observation Date	2023-05-03
Elevation (ft)	879.986
Drought Index (PDSI)	Moderate wetness (2023-04)
WebWIMP H ₂ O Balance	Wet Season

30 Days Ending	30 th %ile (in)	70 th %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2023-05-03	2.140158	4.441732	2.110236	Dry	1	3	3
2023-04-03	1.489764	2.130709	4.196851	Wet	3	2	6
2023-03-04	0.638189	0.992913	2.732284	Wet	3	1	3

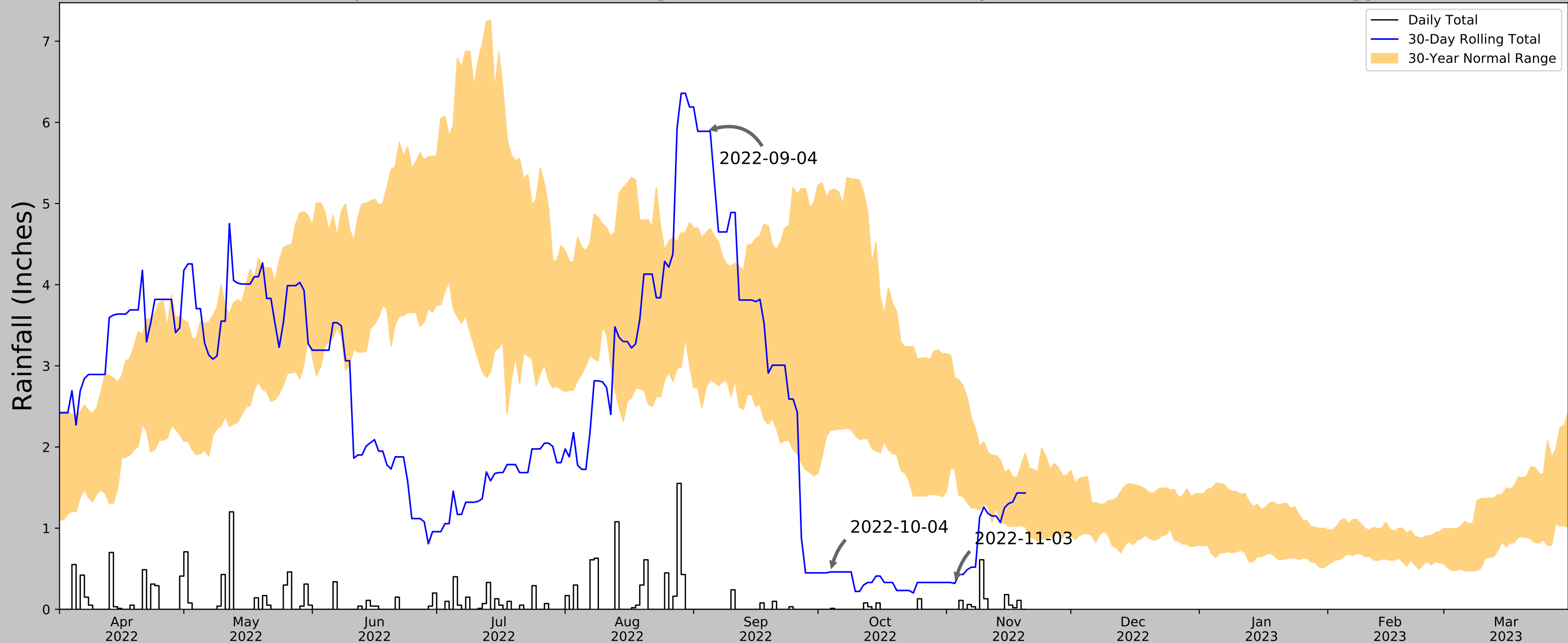
Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days Normal	Days Antecedent
ROSEMOUNT RSCH & OUTREACH CTR	44.7167, -93.0981	944.882	2.868	64.896	1.477	9001	70
ROSEMOUNT 3.3 SW	44.7182, -93.121	951.116	1.129	6.234	0.515	591	6
ROSEMOUNT 3.7 WSW	44.73, -93.1373	959.974	2.133	15.092	0.992	9	0
ROSEMOUNT 4.5 WSW	44.7208, -93.1497	940.945	2.549	3.937	1.157	431	9
ROSEMOUNT 3.9 W	44.7394, -93.1451	959.974	2.79	15.092	1.298	7	0
ROSEMOUNT 3.3 W	44.7506, -93.1326	978.018	2.89	33.136	1.396	15	0
ROSEMOUNT 4.1 W	44.7504, -93.1502	941.929	3.458	2.953	1.566	38	0
ROSEMOUNT 3.3 WNW	44.7608, -93.13	979.987	3.426	35.105	1.662	425	5
FARMINGTON 3NW	44.6661, -93.1756	959.974	5.169	15.092	2.404	572	0
BURNSVILLE 3.0 NE	44.7914, -93.2304	950.131	8.293	5.249	3.775	2	0
EAGAN 1.7 W	44.815, -93.1981	875.0	8.378	69.882	4.356	4	0
COTTAGE GROVE 0.8 NW	44.8233, -92.9389	810.039	10.735	134.843	6.278	2	0
HASTINGS 1.4 SSE	44.7148, -92.8387	841.864	12.737	103.018	7.044	1	0
ST PAUL 3SW	44.9311, -93.1539	924.869	15.064	20.013	7.08	38	0
MINNEAPOLIS ST PAUL INTL AP	44.8853, -93.2314	834.874	12.257	100.888	7.478	217	0



Figure and tables made by the
Antecedent Precipitation Tool
Version 1.0

Written by Jason Deters
U.S. Army Corps of Engineers

Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



Coordinates	44.7392, -93.029
Observation Date	2022-11-03
Elevation (ft)	870.23
Drought Index (PDSI)	Mild drought (2022-10)
WebWIMP H ₂ O Balance	Wet Season

30 Days Ending	30 th %ile (in)	70 th %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2022-11-03	1.731496	2.852756	0.318898	Dry	1	3	3
2022-10-04	2.211024	5.16063	0.46063	Dry	1	2	2
2022-09-04	2.737402	4.639764	5.889764	Wet	3	1	3
Result							Drier than Normal - 8



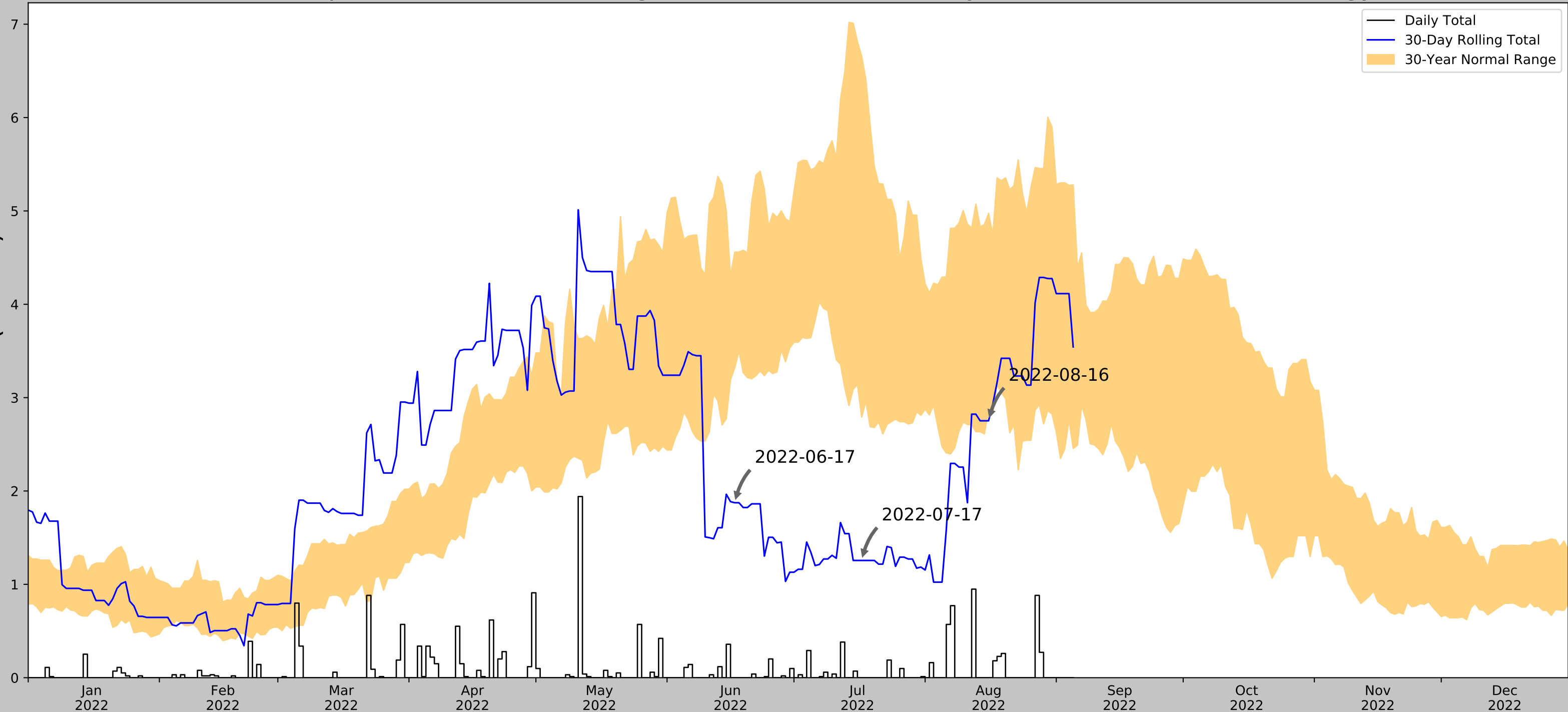
Figure and tables made by the
Antecedent Precipitation Tool
Version 1.0

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U.S. Army Corps of Engineers

Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days Normal	Days Antecedent
HASTINGS DAM 2	44.7597, -92.8689	680.118	7.983	190.112	5.11	11120	90
HASTINGS 1.0 NW	44.741, -92.8698	772.966	1.293	92.848	0.702	1	0
HASTINGS 1.6 NW	44.7446, -92.8804	855.971	1.186	175.853	0.742	13	0
HASTINGS 1.4 SSW	44.7124, -92.8618	818.898	3.287	138.78	1.935	4	0
HASTINGS 1.3 S	44.7129, -92.8573	820.866	3.283	140.748	1.939	3	0
PRESCOTT 0.6 NW	44.7564, -92.7997	800.853	3.403	120.735	1.942	12	0
PRESCOTT 0.7 NW	44.7585, -92.7996	805.118	3.401	125.0	1.956	1	0
HASTINGS 1.4 SSE	44.7148, -92.8387	841.864	3.438	161.746	2.103	1	0
PRESCOTT 0.5 NE	44.7551, -92.7826	896.982	4.246	216.864	2.832	1	0
COTTAGE GROVE 0.8 NW	44.8233, -92.9389	810.039	5.576	129.921	3.234	5	0
COTTAGE GROVE 1.6 NNW	44.8382, -92.9359	913.058	6.341	232.94	4.331	1	0
RED WING DAM 3	44.6103, -92.61	676.837	16.38	3.281	7.425	160	0
ROSEMOUNT RSCH & OUTREACH CTR	44.7167, -93.0981	944.882	11.635	264.764	8.316	31	0

Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network

Rainfall (Inches)



Coordinates	44.745813, -93.05996
Observation Date	2022-08-16
Elevation (ft)	895.21
Drought Index (PDSI)	Incipient wetness (2022-07)
WebWIMP H ₂ O Balance	Dry Season

30 Days Ending	30 th %ile (in)	70 th %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2022-08-16	2.852756	4.974803	2.751969	Dry	1	3	3
2022-07-17	2.790158	6.658662	1.255906	Dry	1	2	2
2022-06-17	3.320079	4.559449	1.874016	Dry	1	1	1
Result							Drier than Normal - 6

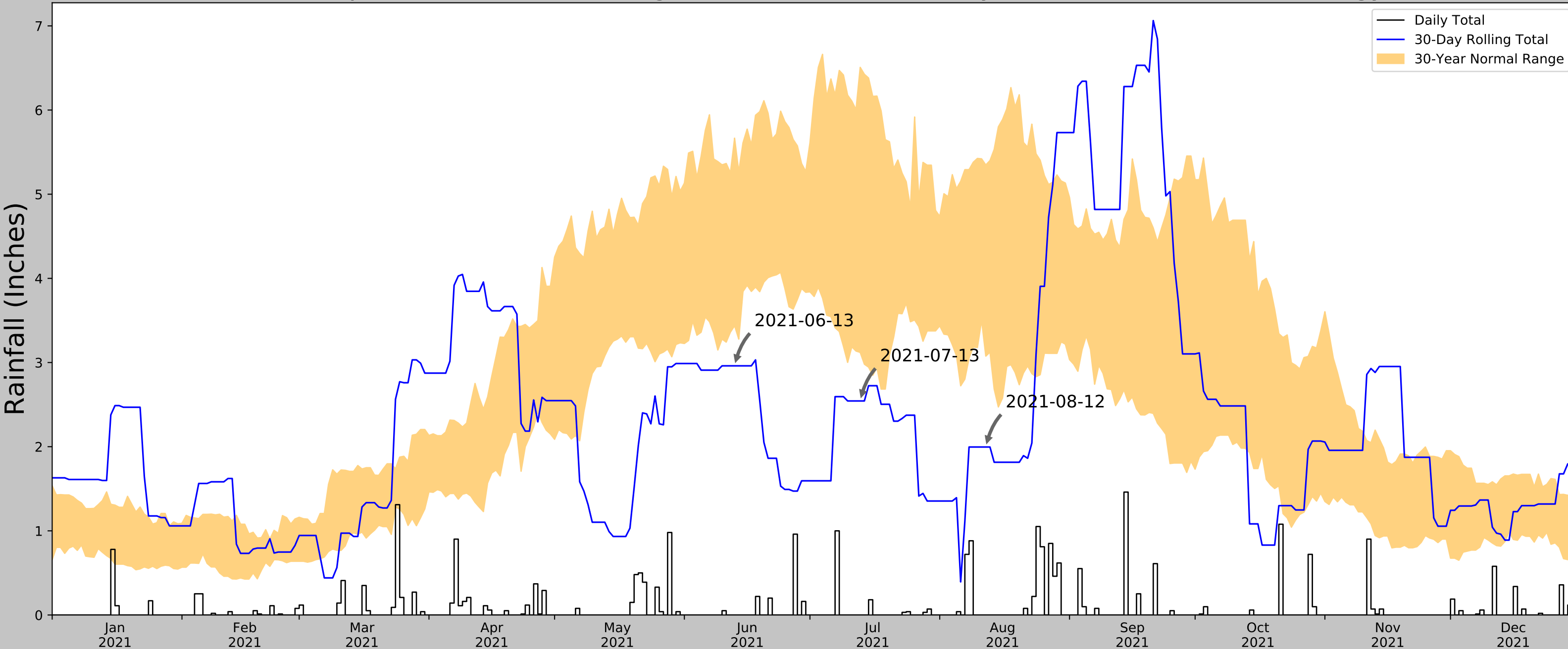


Figure and tables made by the
Antecedent Precipitation Tool
Version 1.0

Written by Jason Deters
U.S. Army Corps of Engineers

Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days Normal	Days Antecedent
MINNEAPOLIS/ST PAUL AP	44.8831, -93.2289	872.047	12.591	23.163	5.958	11353	90

Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



Coordinates	44.7425524, -93.0634383
Observation Date	2021-08-12
Elevation (ft)	925.88
Drought Index (PDSI)	Mild wetness
WebWIMP H ₂ O Balance	Dry Season

30 Days Ending	30 th %ile (in)	70 th %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2021-08-12	3.075984	5.347638	1.996063	Dry	1	3	3
2021-07-13	3.120473	6.507874	2.543307	Dry	1	2	2
2021-06-13	3.437008	5.666536	2.96063	Dry	1	1	1

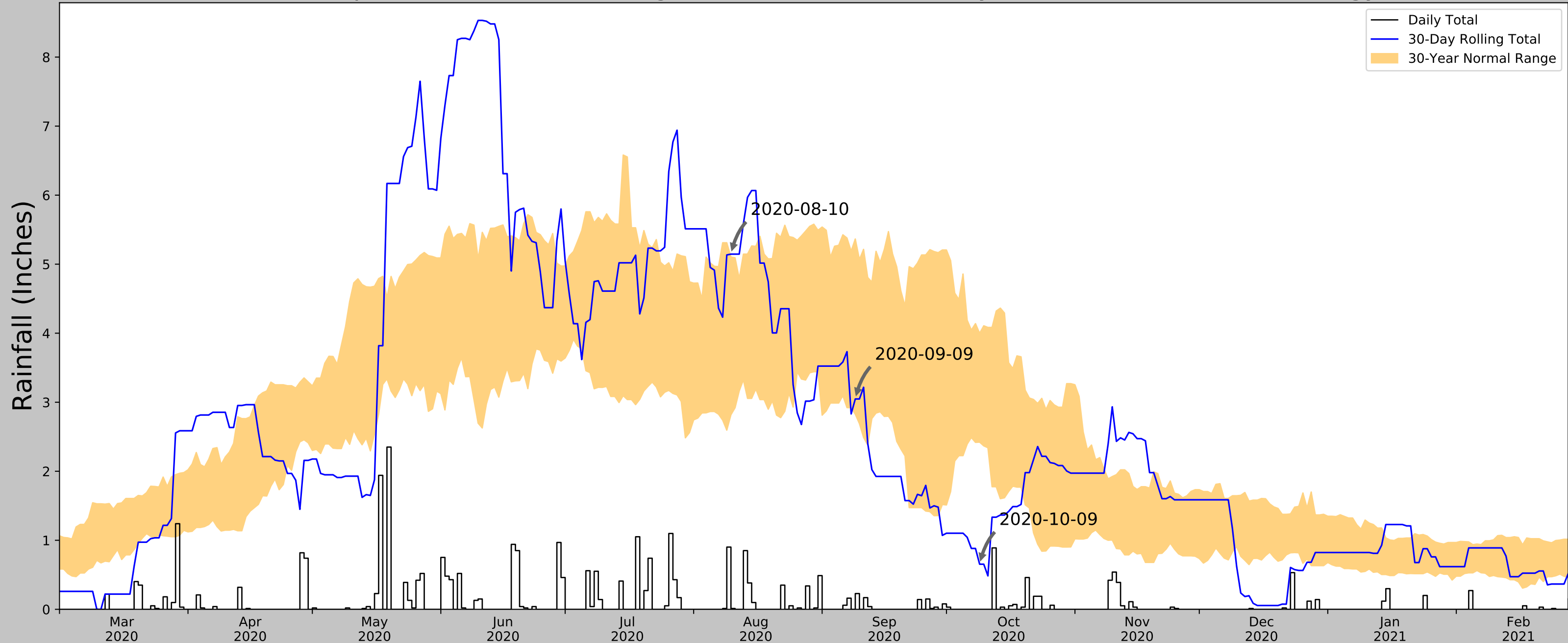
Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days Normal	Days Antecedent
ROSEMOUNT RSCH & OUTREACH CTR	44.7167, -93.0981	944.882	2.467	19.002	1.157	9192	63
ROSEMOUNT 3.3 SW	44.7182, -93.121	951.116	1.129	6.234	0.515	518	21
ROSEMOUNT 3.7 WSW	44.73, -93.1373	959.974	2.133	15.092	0.992	9	0
ROSEMOUNT 4.5 WSW	44.7208, -93.1497	940.945	2.549	3.937	1.157	353	3
ROSEMOUNT 3.9 W	44.7394, -93.1451	959.974	2.79	15.092	1.298	2	1
ROSEMOUNT 3.3 W	44.7506, -93.1326	978.018	2.89	33.136	1.396	11	0
ROSEMOUNT 4.1 W	44.7504, -93.1502	941.929	3.458	2.953	1.566	38	0
ROSEMOUNT 3.3 WNW	44.7608, -93.13	979.987	3.426	35.105	1.662	391	2
FARMINGTON 3 NW	44.6697, -93.17	979.987	4.798	35.105	2.328	575	0
BURNSVILLE 3.0 NE	44.7914, -93.2304	950.131	8.293	5.249	3.775	2	0
EAGAN 1.7 W	44.815, -93.1981	875.0	8.378	69.882	4.356	4	0
COTTAGE GROVE 0.8 NW	44.8233, -92.9389	810.039	10.735	134.843	6.278	2	0
HASTINGS 1.4 SSE	44.7148, -92.8387	841.864	12.737	103.018	7.044	1	0
ST PAUL 3SW	44.9311, -93.1539	924.869	15.064	20.013	7.08	38	0
ST PAUL	44.9461, -93.03	899.934	16.197	44.948	8.017	128	0



Figure and tables made by the
Antecedent Precipitation Tool
Version 1.0

Written by Jason Deters
U.S. Army Corps of Engineers

Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



Coordinates	44.7425524, -93.0634383
Observation Date	2020-10-09
Elevation (ft)	925.88
Drought Index (PDSI)	Normal
WebWIMP H ₂ O Balance	Wet Season

Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days Normal	Days Antecedent
FRIDLEY 0.3 W	45.0847, -93.2648	854.987	25.611	70.893	13.341	159	0
COLUMBIA HEIGHTS 0.9 NNE	45.0598, -93.2408	996.063	23.576	70.183	12.264	307	0
LINO LAKES 2.5 SW	45.1426, -93.1195	897.966	27.776	27.914	13.275	958	0
LINO LAKES 2.4 SW	45.148, -93.1222	912.074	28.161	13.806	13.061	26	0
FRIDLEY 1.8 ESE	45.0728, -93.2324	954.068	24.27	28.188	11.606	95	3
CENTERVILLE 0.7 NE	45.1704, -93.0436	912.074	29.577	13.806	13.718	569	85
BLAINE 0.4 S	45.1646, -93.2072	907.152	29.996	18.728	14.06	75	2
LINO LAKES 1.8 W	45.1664, -93.1206	898.95	29.418	26.93	14.03	48	0
CHANHASSEN 1.2 W	44.8536, -93.5863	971.129	26.759	45.249	13.252	256	0
CARVER 0.7 W	44.7573, -93.6416	847.113	28.388	78.767	15.011	643	0
CHASKA 1.7 E	44.8147, -93.5752	902.887	25.589	22.993	12.103	10	0
CHANHASSEN 1.0 ESE	44.8467, -93.5456	905.84	24.712	20.04	11.616	58	0
CHASKA 0.6 E	44.8148, -93.597	943.898	26.64	18.018	12.468	203	0
CHANHASSEN 3.4 NW	44.8898, -93.6099	1012.139	28.651	86.259	15.364	42	0
HASTINGS 1.4 SSE	44.7148, -92.8387	841.864	11.197	84.016	5.979	87	0
BURNSVILLE 0.6 WNW	44.7674, -93.2919	904.856	11.34	21.024	5.341	50	0
INVER GROVE HEIGHTS 2.1 N	44.8554, -93.0634	913.058	7.797	12.822	3.609	35	0
EAGAN 1.7 W	44.815, -93.1981	875.0	8.287	50.88	4.151	79	0
EAGAN 2.9 SW	44.7836, -93.2012	914.042	7.329	11.838	3.385	167	0
ROSEMOUNT 3.3 WNW	44.7608, -93.13	979.987	3.501	54.107	1.765	87	0
INVER GROVE HEIGHTS 1.3 ENE	44.8344, -93.0358	918.963	6.489	6.917	2.965	2	0
BURNSVILLE 1.2 WSW	44.8717, -93.2855	852.824	14.847	72.846	7.378	7	0

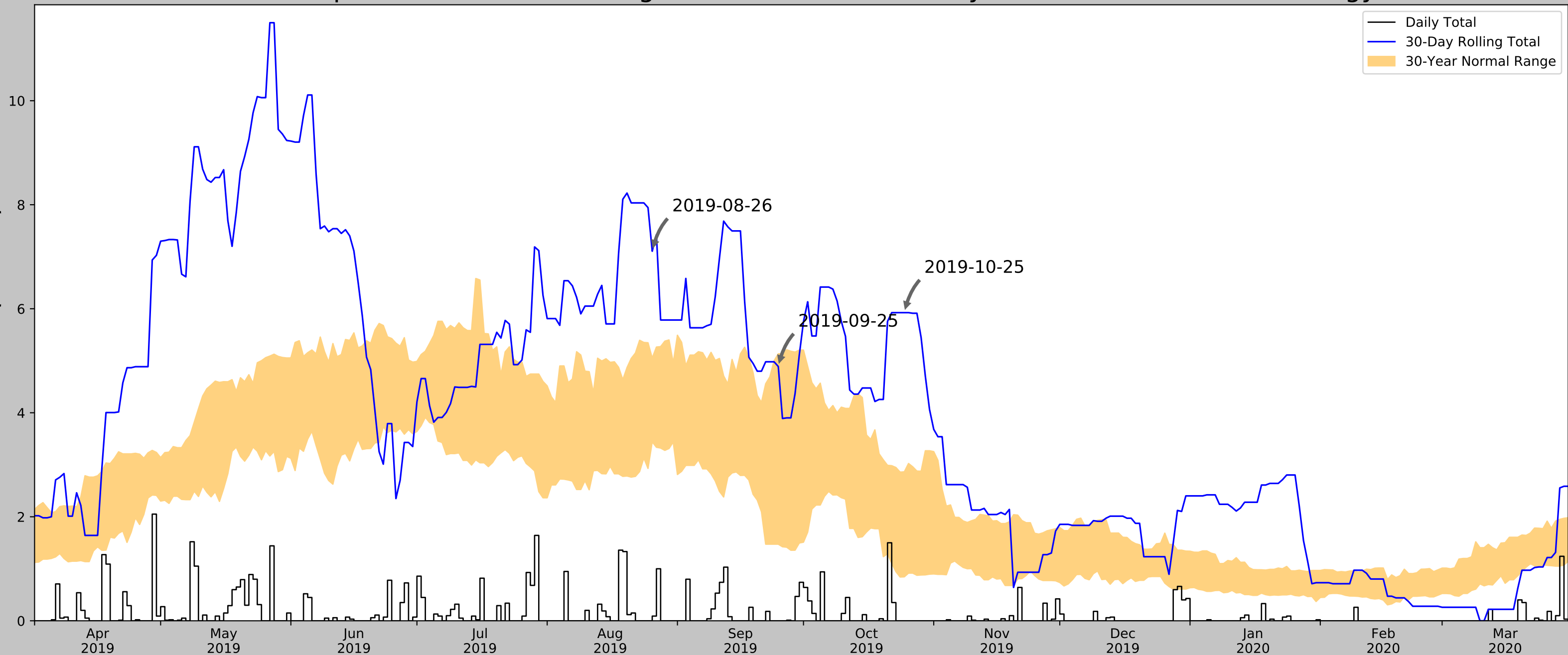


Figure and tables made by the
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Version 1.0

Written by Jason Deters
U.S. Army Corps of Engineers

Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network

Rainfall (Inches)



Coordinates	44.7425524, -93.0634383
Observation Date	2019-10-25
Elevation (ft)	925.88
Drought Index (PDSI)	Extreme wetness
WebWIMP H ₂ O Balance	Wet Season

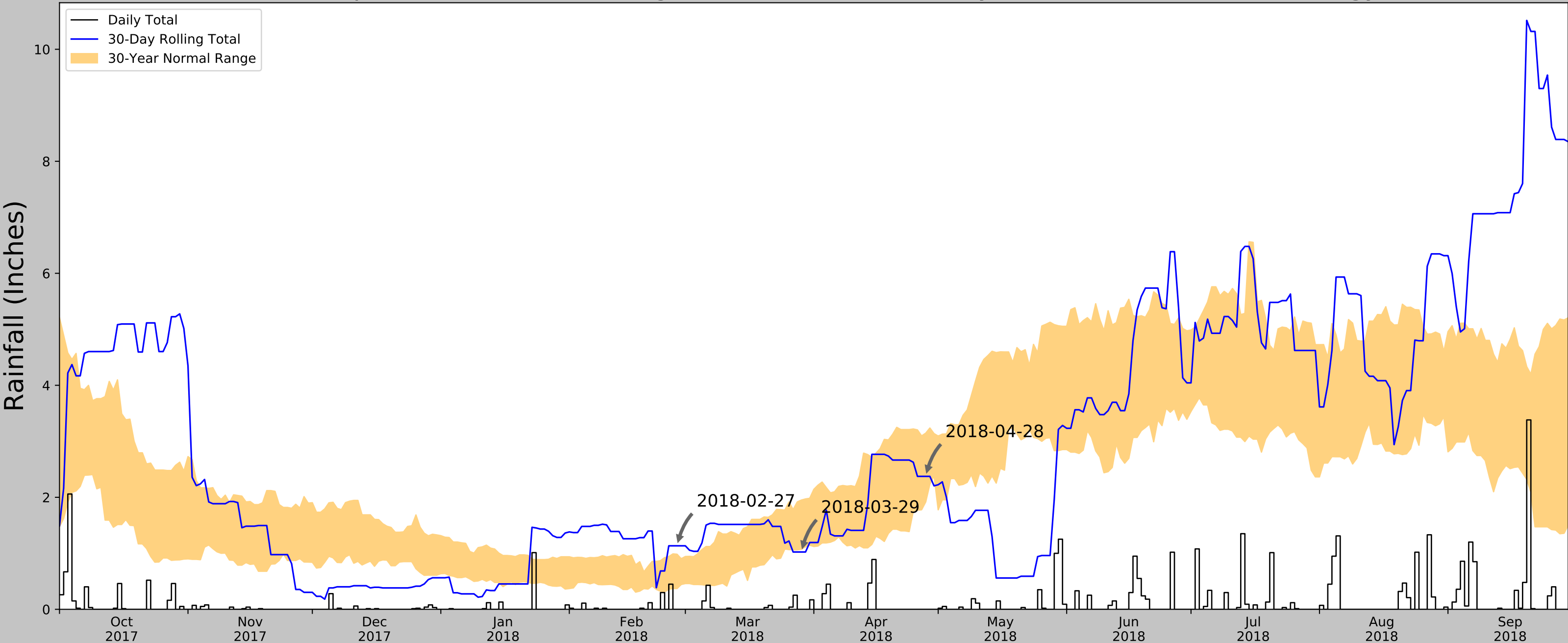


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Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days Normal	Days Antecedent
FRIDLEY 0.3 W	45.0847, -93.2648	854.987	25.611	70.893	13.341	159	0
COLUMBIA HEIGHTS 0.9 NNE	45.0598, -93.2408	996.063	23.576	70.183	12.264	307	0
LINO LAKES 2.5 SW	45.1426, -93.1195	897.966	27.776	27.914	13.275	958	15
LINO LAKES 2.4 SW	45.148, -93.1222	912.074	28.161	13.806	13.061	26	1
FRIDLEY 1.8 ESE	45.0728, -93.2324	954.068	24.27	28.188	11.606	82	1
CENTERVILLE 0.7 NE	45.1704, -93.0436	912.074	29.577	13.806	13.718	272	63
BLAINE 0.4 S	45.1646, -93.2072	907.152	29.996	18.728	14.06	68	7
CHANHASSEN 1.2 W	44.8536, -93.5863	971.129	26.759	45.249	13.252	255	1
CARVER 0.7 W	44.7573, -93.6416	847.113	28.388	78.767	15.011	643	1
CHASKA 1.7 E	44.8147, -93.5752	902.887	25.589	22.993	12.103	10	1
CHANHASSEN 1.0 ESE	44.8467, -93.5456	905.84	24.712	20.04	11.616	58	0
CHASKA 0.6 E	44.8148, -93.597	943.898	26.64	18.018	12.468	203	0
CHANHASSEN 3.4 NW	44.8898, -93.6099	1012.139	28.651	86.259	15.364	42	0
HASTINGS 1.4 SSE	44.7148, -92.8387	841.864	11.197	84.016	5.979	87	0
BURNSVILLE 0.6 WNW	44.7674, -93.2919	904.856	11.34	21.024	5.341	50	0
INVER GROVE HEIGHTS 2.1 N	44.8554, -93.0634	913.058	7.797	12.822	3.609	35	0
EAGAN 1.7 W	44.815, -93.1981	875.0	8.287	50.88	4.151	79	0
EAGAN 2.9 SW	44.7836, -93.2012	914.042	7.329	11.838	3.385	167	0
ROSEMOUNT 3.3 WNW	44.7608, -93.13	979.987	3.501	54.107	1.765	87	0
INVER GROVE HEIGHTS 1.3 ENE	44.8344, -93.0358	918.963	6.489	6.917	2.965	2	0
RICHFIELD 1.2 WSW	44.8717, -93.3055	852.034	14.847	73.846	7.778	7	0

Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



Coordinates	44.7425524, -93.0634383
Observation Date	2018-04-28
Elevation (ft)	925.88
Drought Index (PDSI)	Severe wetness
WebWIMP H ₂ O Balance	Wet Season

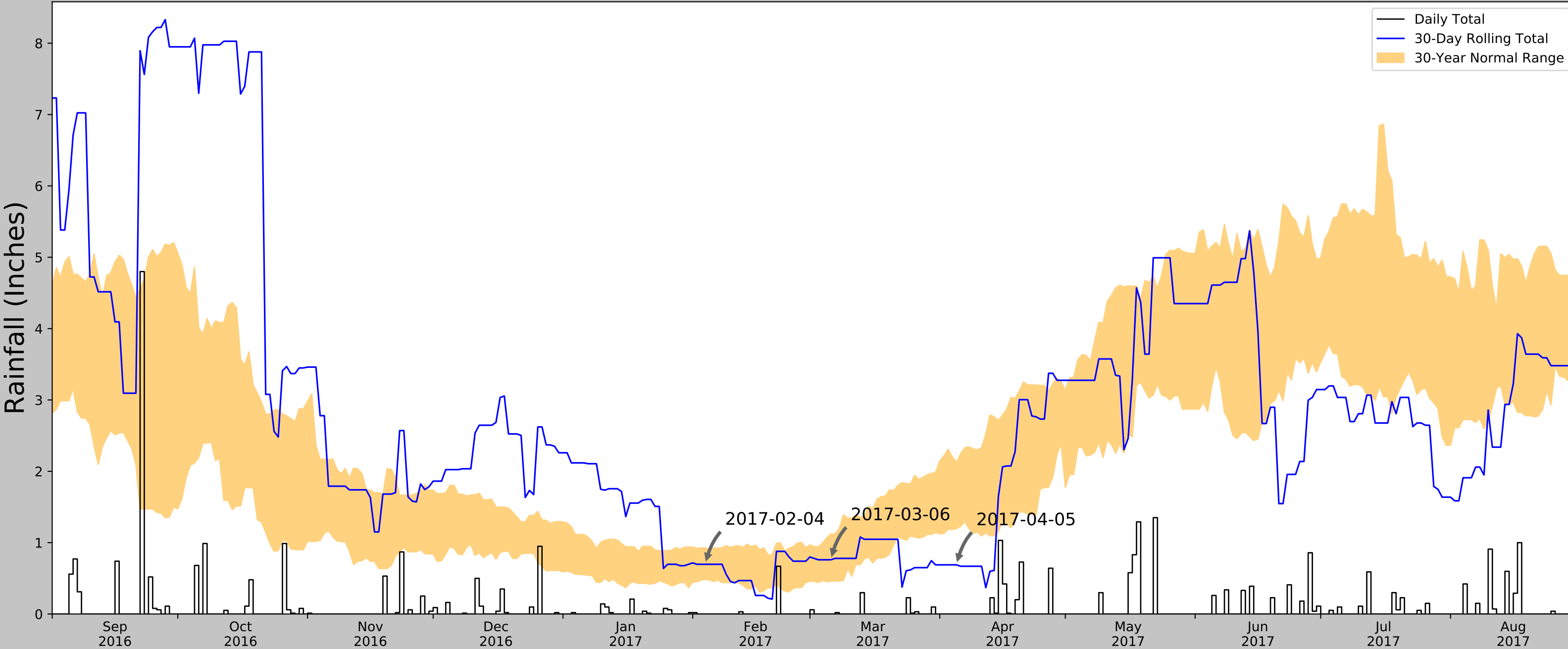


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Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days Normal	Days Antecedent
FRIDLEY 0.3 W	45.0847, -93.2648	854.987	25.611	70.893	13.341	159	0
COLUMBIA HEIGHTS 0.9 NNE	45.0598, -93.2408	996.063	23.576	70.183	12.264	307	0
LINO LAKES 2.5 SW	45.1426, -93.1195	897.966	27.776	27.914	13.275	893	0
LINO LAKES 2.4 SW	45.148, -93.1222	912.074	28.161	13.806	13.061	2	0
FRIDLEY 1.8 ESE	45.0728, -93.2324	954.068	24.27	28.188	11.606	57	0
BLAINE 0.4 S	45.1646, -93.2072	907.152	29.996	18.728	14.06	3	12
CHANHASSEN 1.2 W	44.8536, -93.5863	971.129	26.759	45.249	13.252	197	0
CARVER 0.7 W	44.7573, -93.6416	847.113	28.388	78.767	15.011	571	21
CHASKA 1.7 E	44.8147, -93.5752	902.887	25.589	22.993	12.103	7	0
CHANHASSEN 1.0 ESE	44.8467, -93.5456	905.84	24.712	20.04	11.616	47	1
CHASKA 0.6 E	44.8148, -93.597	943.898	26.64	18.018	12.468	73	56
CHANHASSEN 3.4 NW	44.8898, -93.6099	1012.139	28.651	86.259	15.364	38	0
HASTINGS 1.4 SSE	44.7148, -92.8387	841.864	11.197	84.016	5.979	87	0
BURNSVILLE 0.6 WNW	44.7674, -93.2919	904.856	11.34	21.024	5.341	50	0
INVER GROVE HEIGHTS 2.1 N	44.8554, -93.0634	913.058	7.797	12.822	3.609	35	0
EAGAN 1.7 W	44.815, -93.1981	875.0	8.287	50.88	4.151	79	0
EAGAN 2.9 SW	44.7836, -93.2012	914.042	7.329	11.838	3.385	167	0
ROSEMOUNT 3.3 WNW	44.7608, -93.13	979.987	3.501	54.107	1.765	86	0
INVER GROVE HEIGHTS 1.3 ENE	44.8344, -93.0358	918.963	6.489	6.917	2.965	2	0
RICHFIELD 1.2 WSW	44.8717, -93.3055	852.034	14.847	73.846	7.778	7	0
KOHLMAN PARK	45.0208, -93.0542	860.822	10.22	64.888	0.882	4	0

Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



Coordinates	44.7425524, -93.0634383
Observation Date	2017-04-05
Elevation (ft)	925.88
Drought Index (PDSI)	Extreme wetness
WebWIMP H ₂ O Balance	Wet Season

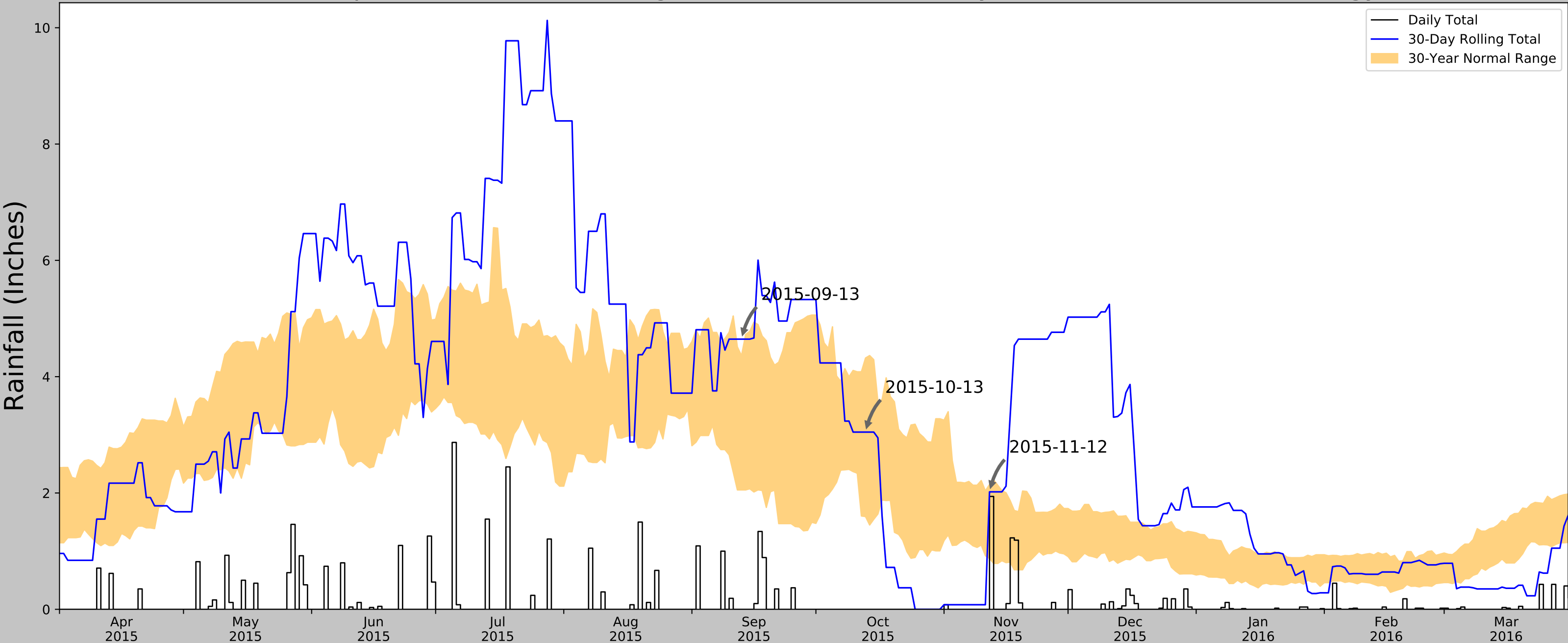
Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days Normal	Days Antecedent
FRIDLEY 0.3 W	45.0847, -93.2648	854.987	25.611	70.893	13.341	159	0
COLUMBIA HEIGHTS 0.9 NNE	45.0598, -93.2408	996.063	23.576	70.183	12.264	307	0
LINO LAKES 2.5 SW	45.1426, -93.1195	897.966	27.776	27.914	13.275	715	5
FRIDLEY 1.8 ESE	45.0728, -93.2324	954.068	24.27	28.188	11.606	48	1
BLAINE 0.4 S	45.1646, -93.2072	907.152	29.996	18.728	14.06	2	0
CHANHASSEN 1.2 W	44.8536, -93.5863	971.129	26.759	45.249	13.252	157	0
CARVER 0.7 W	44.7573, -93.6416	847.113	28.388	78.767	15.011	527	23
CHASKA 1.7 E	44.8147, -93.5752	902.887	25.589	22.993	12.103	0	3
CHANHASSEN 1.0 ESE	44.8467, -93.5456	905.84	24.712	20.04	11.616	38	4
CHASKA 0.6 E	44.8148, -93.597	943.898	26.64	18.018	12.468	2	53
CHANHASSEN 3.4 NW	44.8898, -93.6099	1012.139	28.651	86.259	15.364	34	1
HASTINGS 1.4 SSE	44.7148, -92.8387	841.864	11.197	84.016	5.979	87	0
BURNSVILLE 0.6 WNW	44.7674, -93.2919	904.856	11.34	21.024	5.341	50	0
INVER GROVE HEIGHTS 2.1 N	44.8554, -93.0634	913.058	7.797	12.822	3.609	35	0
EAGAN 1.7 W	44.815, -93.1981	875.0	8.287	50.88	4.151	79	0
EAGAN 2.9 SW	44.7836, -93.2012	914.042	7.329	11.838	3.385	167	0
ROSEMOUNT 3.3 WNW	44.7608, -93.13	979.987	3.501	54.107	1.765	86	0
INVER GROVE HEIGHTS 1.3 ENE	44.8344, -93.0358	918.963	6.489	6.917	2.965	2	0
RICHFIELD 1.2 WSW	44.8717, -93.3055	852.034	14.847	73.846	7.778	7	0
KOHLMAN PARK	45.0208, -93.0542	860.892	19.23	64.988	9.903	4	0



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Antecedent Precipitation Tool
Version 1.0

Written by Jason Deters
U.S. Army Corps of Engineers

Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



Coordinates	44.7425524, -93.0634383
Observation Date	2015-11-12
Elevation (ft)	925.88
Drought Index (PDSI)	Moderate wetness
WebWIMP H ₂ O Balance	Wet Season

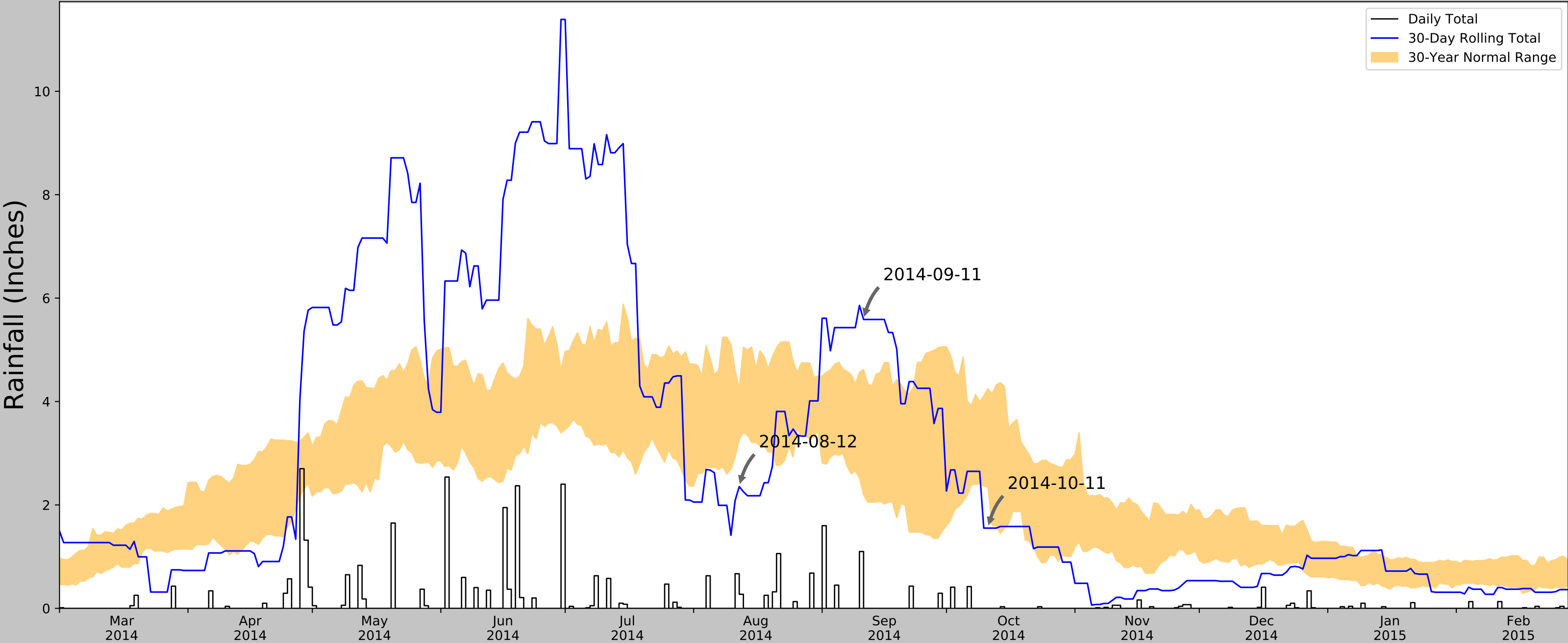
30 Days Ending	30 th %ile (in)	70 th %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product		
Weather Station Name		Coordinates		Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days Normal	Days Antecedent
FRIDLEY 0.3 W		45.0847, -93.2648		854.987	25.611	70.893	13.341	159	0
COLUMBIA HEIGHTS 0.9 NNE		45.0598, -93.2408		996.063	23.576	70.183	12.264	307	0
LINO LAKES 2.5 SW		45.1426, -93.1195		897.966	27.776	27.914	13.275	531	78
FRIDLEY 1.8 ESE		45.0728, -93.2324		954.068	24.27	28.188	11.606	34	0
CHANHASSEN 1.2 W		44.8536, -93.5863		971.129	26.759	45.249	13.252	89	11
CARVER 0.7 W		44.7573, -93.6416		847.113	28.388	78.767	15.011	481	0
CHANHASSEN 1.0 ESE		44.8467, -93.5456		905.84	24.712	20.04	11.616	33	0
HASTINGS 1.4 SSE		44.7148, -92.8387		841.864	11.197	84.016	5.979	87	0
BURNSVILLE 0.6 WNW		44.7674, -93.2919		904.856	11.34	21.024	5.341	50	0
INVER GROVE HEIGHTS 2.1 N		44.8554, -93.0634		913.058	7.797	12.822	3.609	35	0
EAGAN 1.7 W		44.815, -93.1981		875.0	8.287	50.88	4.151	79	0
EAGAN 2.9 SW		44.7836, -93.2012		914.042	7.329	11.838	3.385	167	0
ROSEMOUNT 3.3 WNW		44.7608, -93.13		979.987	3.501	54.107	1.765	75	1
INVER GROVE HEIGHTS 1.3 ENE		44.8344, -93.0358		918.963	6.489	6.917	2.965	2	0
RICHFIELD 1.2 WSW		44.8717, -93.3055		852.034	14.847	73.846	7.778	7	0
KOHLMAN PARK		45.0208, -93.0542		860.892	19.23	64.988	9.903	4	0
WHITE BEAR LAKE 2.8 SSW		45.0438, -93.0232		928.15	20.907	2.27	9.456	174	Page 276 of 768
RIVER FALLS 0.4 E		44.8559, -92.6127		916.011	23.445	9.869	10.782	332	



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Version 1.0

Written by Jason Deters
U.S. Army Corps of Engineers

Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



Coordinates	44.7425524, -93.0634383
Observation Date	2014-10-11
Elevation (ft)	925.88
Drought Index (PDSI)	Moderate wetness
WebWIMP H ₂ O Balance	Wet Season

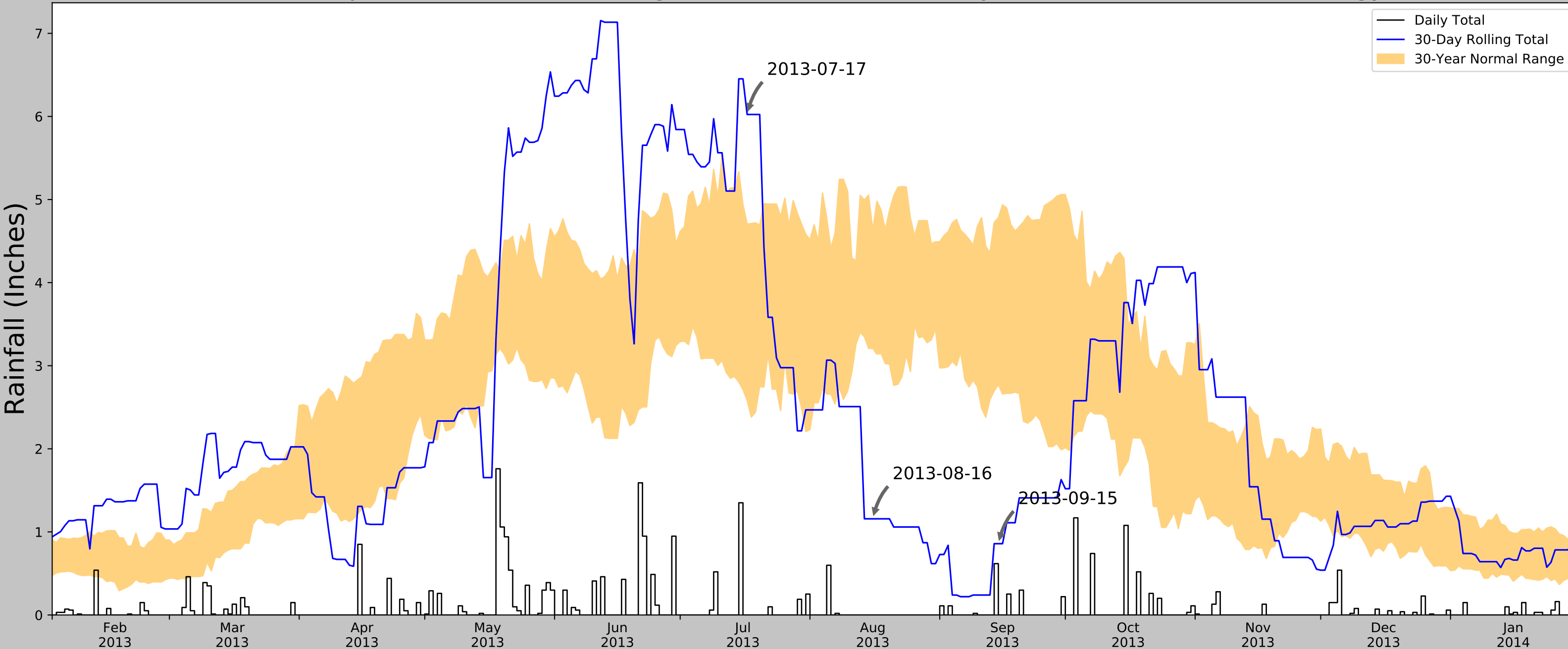
30 Days Ending	30 th %ile (in)	70 th %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product		
Weather Station Name		Coordinates		Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days Normal	Days Antecedent
FRIDLEY 0.3 W		45.0847, -93.2648		854.987	25.611	70.893	13.341	159	0
COLUMBIA HEIGHTS 0.9 NNE		45.0598, -93.2408		996.063	23.576	70.183	12.264	307	0
LINO LAKES 2.5 SW		45.1426, -93.1195		897.966	27.776	27.914	13.275	343	84
FRIDLEY 1.8 ESE		45.0728, -93.2324		954.068	24.27	28.188	11.606	8	6
CHANHASSEN 1.2 W		44.8536, -93.5863		971.129	26.759	45.249	13.252	80	0
CARVER 0.7 W		44.7573, -93.6416		847.113	28.388	78.767	15.011	424	0
CHANHASSEN 1.0 ESE		44.8467, -93.5456		905.84	24.712	20.04	11.616	23	0
HASTINGS 1.4 SSE		44.7148, -92.8387		841.864	11.197	84.016	5.979	87	0
BURNSVILLE 0.6 WNW		44.7674, -93.2919		904.856	11.34	21.024	5.341	50	0
INVER GROVE HEIGHTS 2.1 N		44.8554, -93.0634		913.058	7.797	12.822	3.609	35	0
EAGAN 1.7 W		44.815, -93.1981		875.0	8.287	50.88	4.151	79	0
EAGAN 2.9 SW		44.7836, -93.2012		914.042	7.329	11.838	3.385	101	0
ROSEMOUNT 3.3 WNW		44.7608, -93.13		979.987	3.501	54.107	1.765	66	0
INVER GROVE HEIGHTS 1.3 ENE		44.8344, -93.0358		918.963	6.489	6.917	2.965	2	0
RICHFIELD 1.2 WSW		44.8717, -93.3055		852.034	14.847	73.846	7.778	7	0
KOHLMAN PARK		45.0208, -93.0542		860.892	19.23	64.988	9.903	4	0
WHITE BEAR LAKE 2.8 SSW		45.0438, -93.0232		928.15	20.907	2.27	9.456	174	Page 277 of 768
RIVER FALLS 0.4 E		44.8559, -92.6127		916.011	23.445	9.869	10.782	332	



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Written by Jason Deters
U.S. Army Corps of Engineers

Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



Coordinates	44.7425524, -93.0634383
Observation Date	2013-09-15
Elevation (ft)	925.88
Drought Index (PDSI)	Mild wetness
WebWIMP H ₂ O Balance	Dry Season

30 Days Ending	30 th %ile (in)	70 th %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2013-09-15	2.772835	4.779921	0.858268	Dry	1	3	3

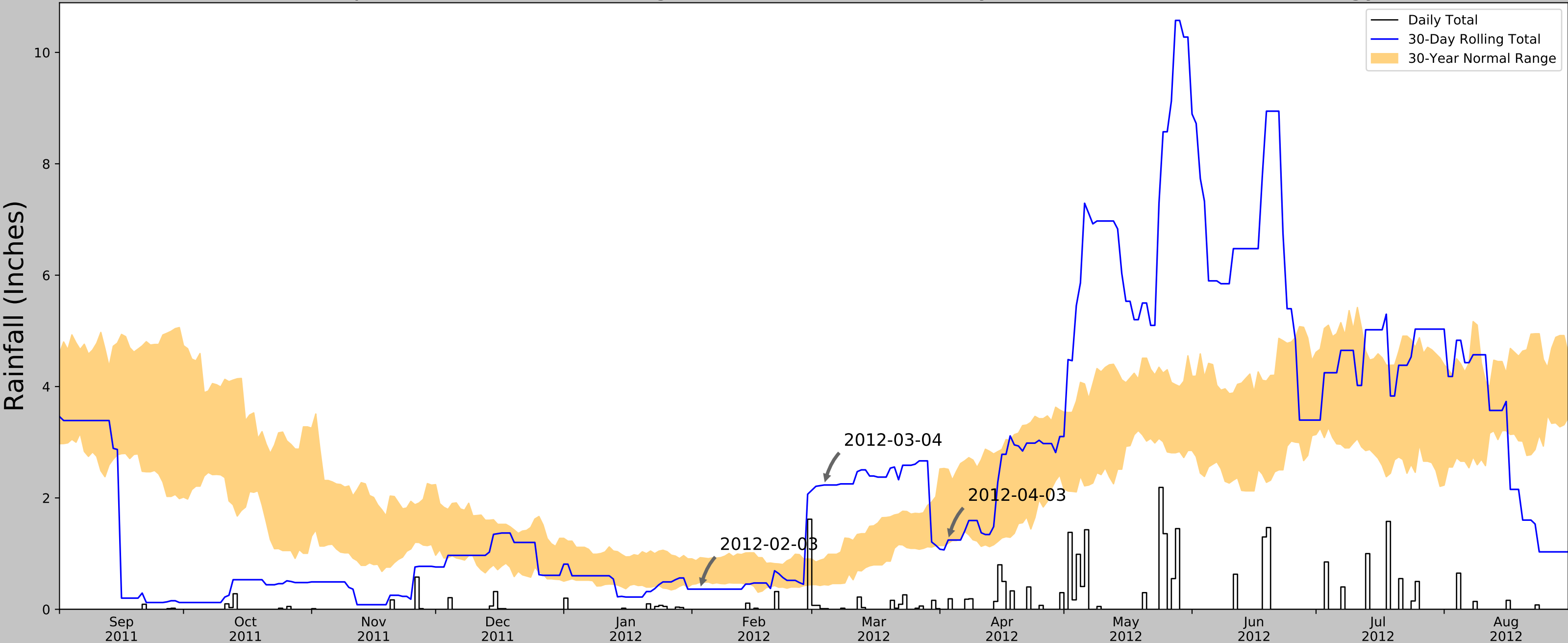
Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days Normal	Days Antecedent
FRIDLEY 0.3 W	45.0847, -93.2648	854.987	25.611	70.893	13.341	159	0
COLUMBIA HEIGHTS 0.9 NNE	45.0598, -93.2408	996.063	23.576	70.183	12.264	205	15
LINO LAKES 2.5 SW	45.1426, -93.1195	897.966	27.776	27.914	13.275	32	75
CHANHASSEN 1.2 W	44.8536, -93.5863	971.129	26.759	45.249	13.252	4	0
CARVER 0.7 W	44.7573, -93.6416	847.113	28.388	78.767	15.011	341	0
HASTINGS 1.4 SSE	44.7148, -92.8387	841.864	11.197	84.016	5.979	87	0
BURNSVILLE 0.6 WNW	44.7674, -93.2919	904.856	11.34	21.024	5.341	50	0
INVER GROVE HEIGHTS 2.1 N	44.8554, -93.0634	913.058	7.797	12.822	3.609	21	0
EAGAN 1.7 W	44.815, -93.1981	875.0	8.287	50.88	4.151	79	0
EAGAN 2.9 SW	44.7836, -93.2012	914.042	7.329	11.838	3.385	2	0
ROSEMOUNT 3.3 WNW	44.7608, -93.13	979.987	3.501	54.107	1.765	52	0
INVER GROVE HEIGHTS 1.3 ENE	44.8344, -93.0358	918.963	6.489	6.917	2.965	2	0
RICHFIELD 1.2 WSW	44.8717, -93.3055	852.034	14.847	73.846	7.778	7	0
KOHLMAN PARK	45.0208, -93.0542	860.892	19.23	64.988	9.903	4	0
WHITE BEAR LAKE 2.8 SSW	45.0438, -93.0232	928.15	20.907	2.27	9.456	174	0
RIVER FALLS 0.4 E	44.8559, -92.6127	916.011	23.445	9.869	10.782	332	0
CHASKA 2NW	44.8131, -93.6311	922.9	28.265	2.98	12.803	1810	0



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Version 1.0

Written by Jason Deters
U.S. Army Corps of Engineers

Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



Coordinates	44.7425524, -93.0634383
Observation Date	2012-04-03
Elevation (ft)	925.88
Drought Index (PDSI)	Moderate drought
WebWIMP H ₂ O Balance	Wet Season

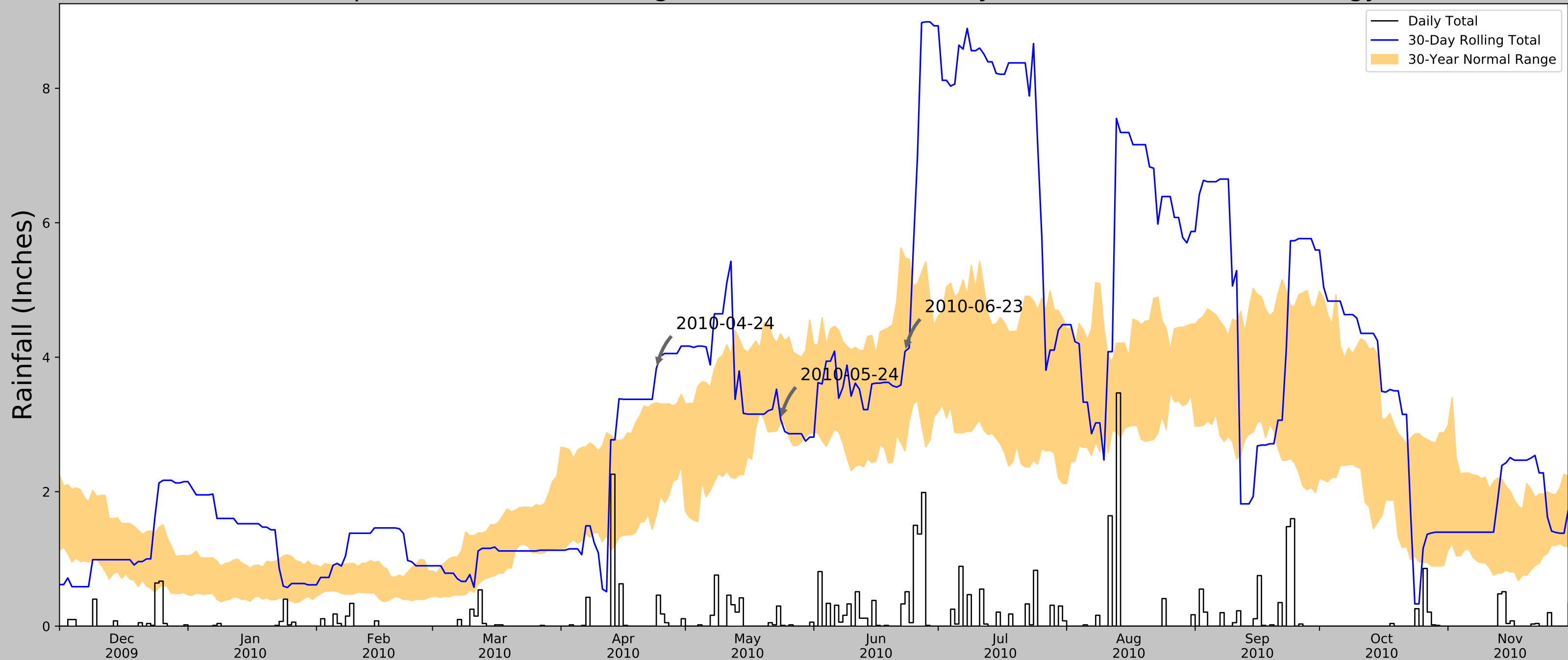
30 Days Ending	30 th %ile (in)	70 th %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product	
2012-04-03	1.185433	2.514567	1.244095	Normal	2	3	6	
2012-03-04	0.442913	0.904331	2.232284	Wet	3	2	6	
Weather Station Name		Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days Normal	Days Antecedent
FRIDLEY 0.3 W		45.0847, -93.2648	854.987	25.611	70.893	13.341	107	7
COLUMBIA HEIGHTS 0.9 NNE		45.0598, -93.2408	996.063	23.576	70.183	12.264	68	2
LINO LAKES 2.5 SW		45.1426, -93.1195	897.966	27.776	27.914	13.275	3	0
CHANHASSEN 1.2 W		44.8536, -93.5863	971.129	26.759	45.249	13.252	0	3
CARVER 0.7 W		44.7573, -93.6416	847.113	28.388	78.767	15.011	309	19
HASTINGS 1.4 SSE		44.7148, -92.8387	841.864	11.197	84.016	5.979	15	26
BURNSVILLE 0.6 WNW		44.7674, -93.2919	904.856	11.34	21.024	5.341	45	5
INVER GROVE HEIGHTS 2.1 N		44.8554, -93.0634	913.058	7.797	12.822	3.609	9	12
EAGAN 1.7 W		44.815, -93.1981	875.0	8.287	50.88	4.151	58	16
ROSEMOUNT 3.3 WNW		44.7608, -93.13	979.987	3.501	54.107	1.765	52	0
INVER GROVE HEIGHTS 1.3 ENE		44.8344, -93.0358	918.963	6.489	6.917	2.965	2	0
RICHFIELD 1.2 WSW		44.8717, -93.3055	852.034	14.847	73.846	7.778	7	0
KOHLMAN PARK		45.0208, -93.0542	860.892	19.23	64.988	9.903	4	0
WHITE BEAR LAKE 2.8 SSW		45.0438, -93.0232	928.15	20.907	2.27	9.456	174	0
RIVER FALLS 0.4 E		44.8559, -92.6127	916.011	23.445	9.869	10.782	332	0
CHASKA 2NW		44.8131, -93.6311	922.9	28.265	2.98	12.803	1810	0
CHANHASSEN WCEO		44.8497, -93.5644	945.866	25.654	10.886	12.857	2756	0



Figure and tables made by the
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Written by Jason Deters
U.S. Army Corps of Engineers

Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



Coordinates	44.7425524, -93.0634383
Observation Date	2010-06-23
Elevation (ft)	925.88
Drought Index (PDSI)	Mild wetness
WebWIMP H ₂ O Balance	Dry Season

30 Days Ending	30 th %ile (in)	70 th %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2010-06-23	2.60748	5.472047	4.086614	Normal	2	3	6
2010-05-24	3.012992	4.347638	3.074803	Normal	2	2	4
2010-04-24	1.647244	3.32126	3.834646	Wet	3	1	3
Result							Normal Conditions - 13

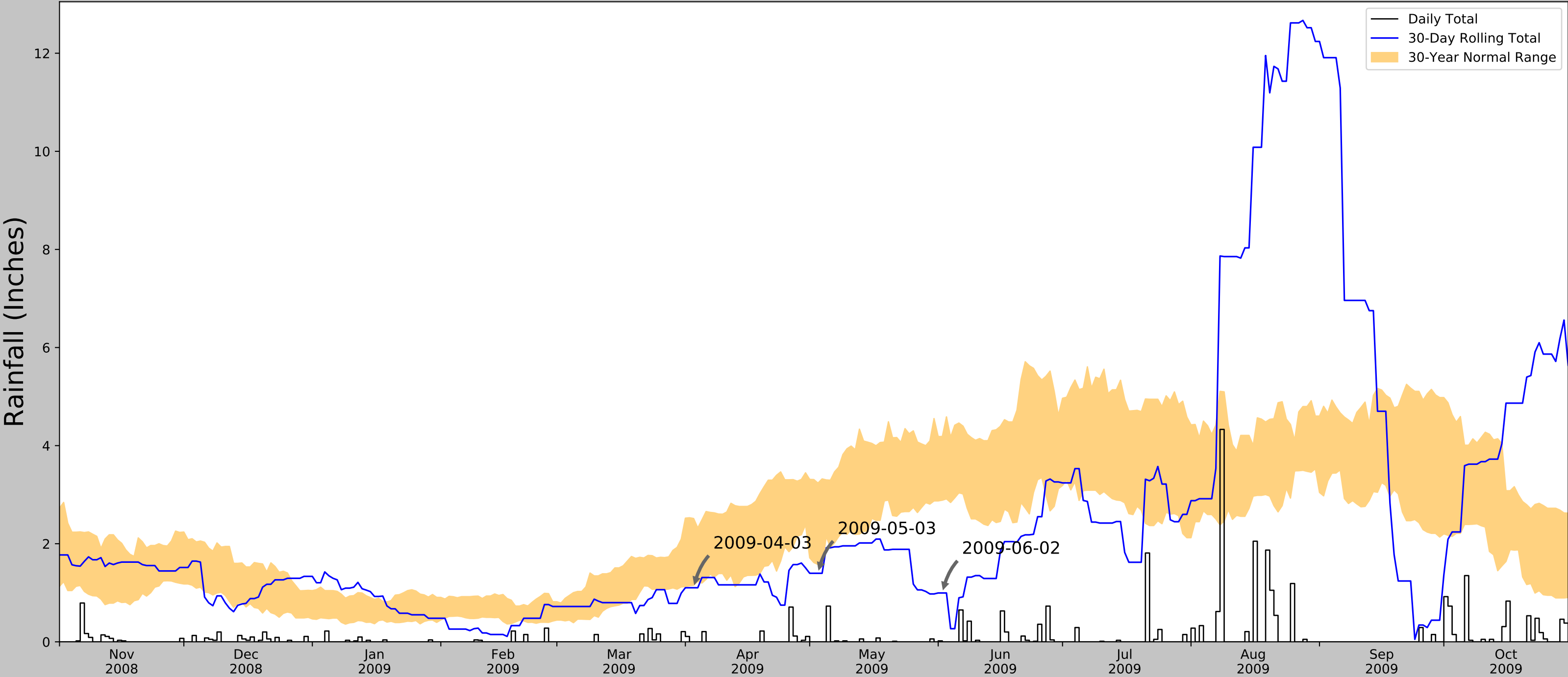


Figure and tables made by the
Antecedent Precipitation Tool
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Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days Normal	Days Antecedent
CARVER 0.7 W	44.7573, -93.6416	847.113	28.388	78.767	15.011	0	45
BURNSVILLE 0.6 WNW	44.7674, -93.2919	904.856	11.34	21.024	5.341	0	23
EAGAN 1.7 W	44.815, -93.1981	875.0	8.287	50.88	4.151	0	22
RICHFIELD 1.2 WSW	44.8717, -93.3055	852.034	14.847	73.846	7.778	1	0
WHITE BEAR LAKE 2.8 SSW	45.0438, -93.0232	928.15	20.907	2.27	9.456	137	0
RIVER FALLS 0.4 E	44.8559, -92.6127	916.011	23.445	9.869	10.782	317	0
CHASKA 2NW	44.8131, -93.6311	922.9	28.265	2.98	12.803	1810	0
CHANHASSEN WSFO	44.8497, -93.5644	945.866	25.654	19.986	12.057	2756	0
HASTINGS DAM 2	44.7597, -92.8689	680.118	9.619	245.762	6.693	6283	0
CHASKA	44.8, -93.5833	720.144	25.807	205.736	16.923	49	0

Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



Coordinates	44.7425524, -93.0634383
Observation Date	2009-06-02
Elevation (ft)	925.88
Drought Index (PDSI)	Incipient drought
WebWIMP H ₂ O Balance	Dry Season

30 Days Ending	30 th %ile (in)	70 th %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2009-06-02	2.887795	4.185827	0.996063	Dry	1	3	3
2009-05-03	1.577165	3.236614	1.397638	Dry	1	2	2
2009-04-03	1.154724	2.514567	1.102362	Dry	1	1	1
Result							Drier than Normal - 6

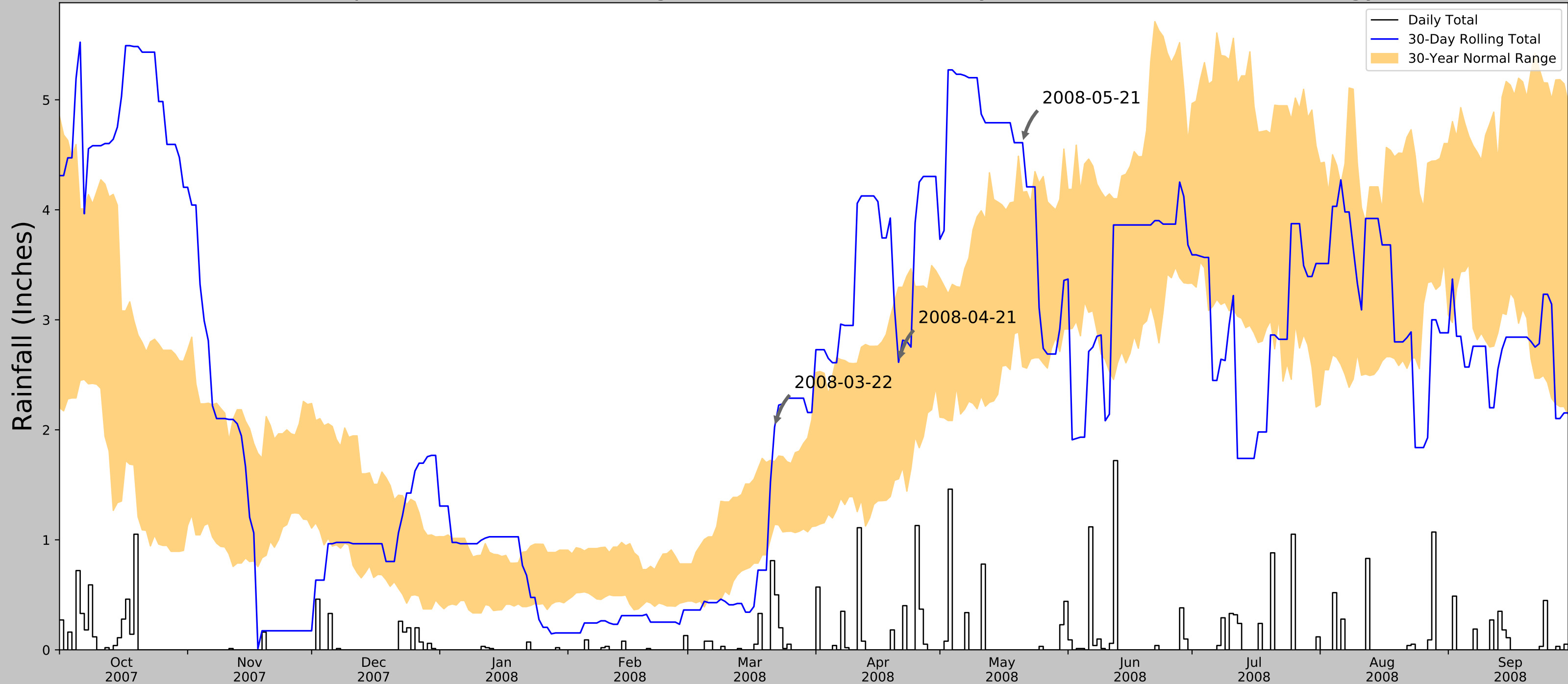


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Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days Normal	Days Antecedent
RICHFIELD 1.2 WSW	44.8717, -93.3055	852.034	14.847	73.846	7.778	1	0
WHITE BEAR LAKE 2.8 SSW	45.0438, -93.0232	928.15	20.907	2.27	9.456	0	43
RIVER FALLS 0.4 E	44.8559, -92.6127	916.011	23.445	9.869	10.782	92	47
CHASKA 2NW	44.8131, -93.6311	922.9	28.265	2.98	12.803	1807	0
CHANHASSEN WSFO	44.8497, -93.5644	945.866	25.654	19.986	12.057	2756	0
HASTINGS DAM 2	44.7597, -92.8689	680.118	9.619	245.762	6.693	6648	0
CHASKA	44.8, -93.5833	720.144	25.807	205.736	16.923	49	Page 281 of 768

Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



Coordinates	44.7425524, -93.0634383
Observation Date	2008-05-21
Elevation (ft)	925.88
Drought Index (PDSI)	Severe wetness
WebWIMP H ₂ O Balance	Wet Season

30 Days Ending	30 th %ile (in)	70 th %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2008-05-21	2.574016	4.159843	4.610236	Wet	3	3	9
2008-04-21	1.554331	3.296457	2.614173	Normal	2	2	4
2008-03-22	1.140945	1.710236	2.023622	Wet	3	1	3
Result							Wetter than Normal - 16

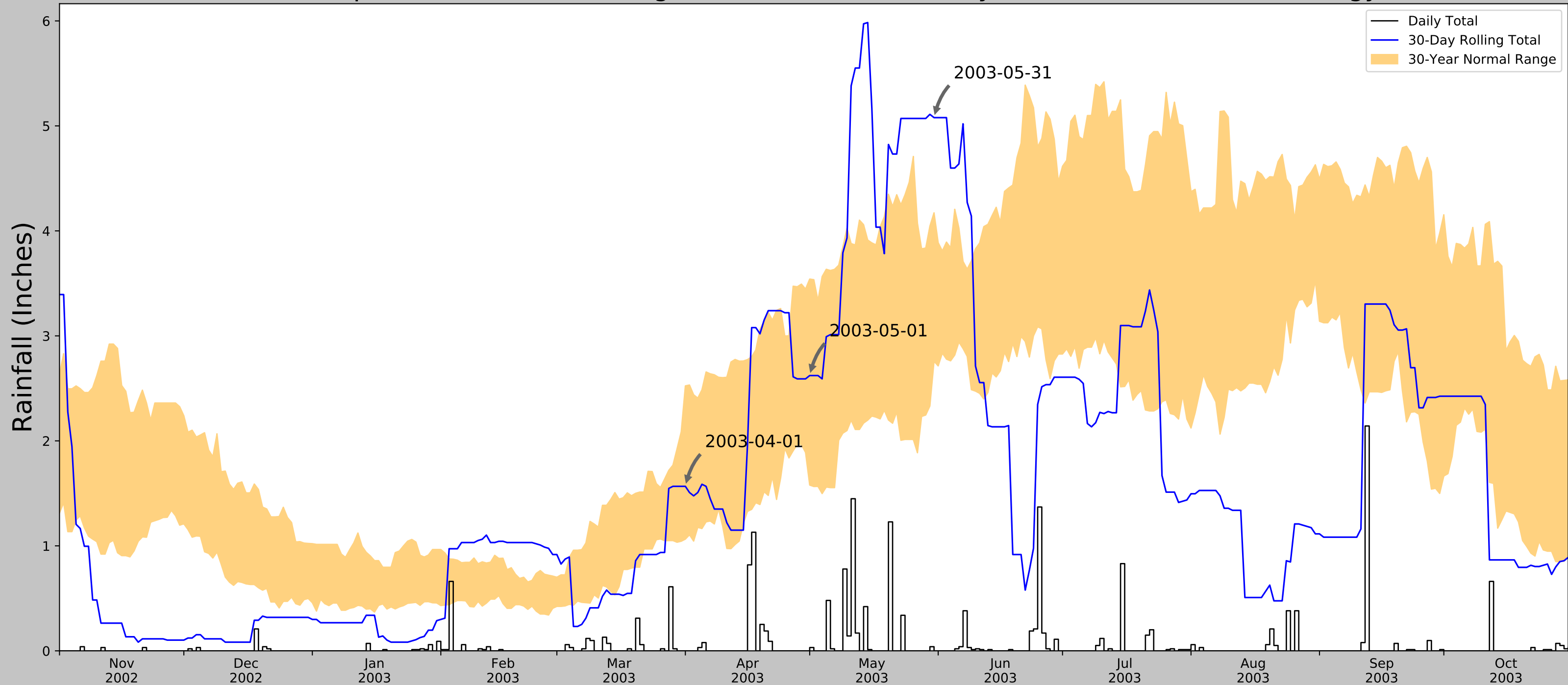


Figure and tables made by the
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Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days Normal	Days Antecedent
RICHFIELD 1.2 WSW	44.8717, -93.3055	852.034	14.847	73.846	7.778	1	0
CHASKA 2NW	44.8131, -93.6311	922.9	28.265	2.98	12.803	1544	79
CHANHASSEN WSFO	44.8497, -93.5644	945.866	25.654	19.986	12.057	2745	11
HASTINGS DAM 2	44.7597, -92.8689	680.118	9.619	245.762	6.693	7013	0
CHASKA	44.8, -93.5833	720.144	25.807	205.736	16.923	49	0

Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



Coordinates	44.7425524, -93.0634383
Observation Date	2003-05-31
Elevation (ft)	925.88
Drought Index (PDSI)	Incipient wetness
WebWIMP H ₂ O Balance	Wet Season

30 Days Ending	30 th %ile (in)	70 th %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2003-05-31	2.757874	4.172441	5.07874	Wet	3	3	9
2003-05-01	1.57874	3.541339	2.622047	Normal	2	2	4
2003-04-01	1.06378	2.524016	1.566929	Normal	2	1	2
Result							Wetter than Normal - 15

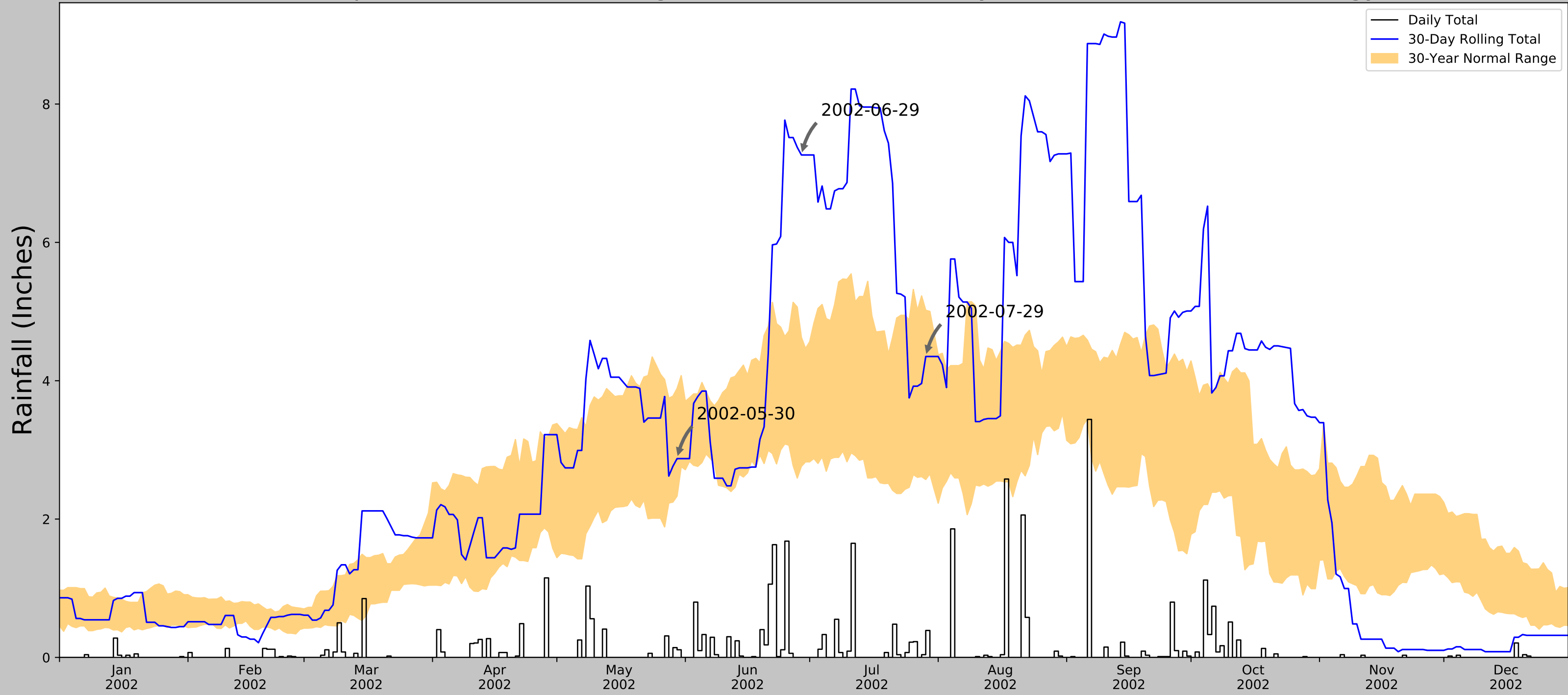


Figure and tables made by the
Antecedent Precipitation Tool
Version 1.0

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Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days Normal	Days Antecedent
RICHFIELD 1.2 WSW	44.8717, -93.3055	852.034	14.847	73.846	7.778	1	0
CHASKA 2NW	44.8131, -93.6311	922.9	28.265	2.98	12.803	0	31
CHANHASSEN WSFO	44.8497, -93.5644	945.866	25.654	19.986	12.057	2463	59
HASTINGS DAM 2	44.7597, -92.8689	680.118	9.619	245.762	6.693	8807	0
CHASKA	44.8, -93.5833	720.144	25.807	205.736	16.923	82	0

Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



Coordinates	44.7425524, -93.0634383
Observation Date	2002-07-29
Elevation (ft)	925.88
Drought Index (PDSI)	Moderate wetness
WebWIMP H ₂ O Balance	Dry Season

30 Days Ending	30 th %ile (in)	70 th %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2002-07-29	2.572047	5.018898	4.350394	Normal	2	3	6
2002-06-29	2.762599	4.626378	7.26378	Wet	3	2	6
2002-05-30	2.33189	3.887008	2.874016	Normal	2	1	2
Result							Normal Conditions - 14

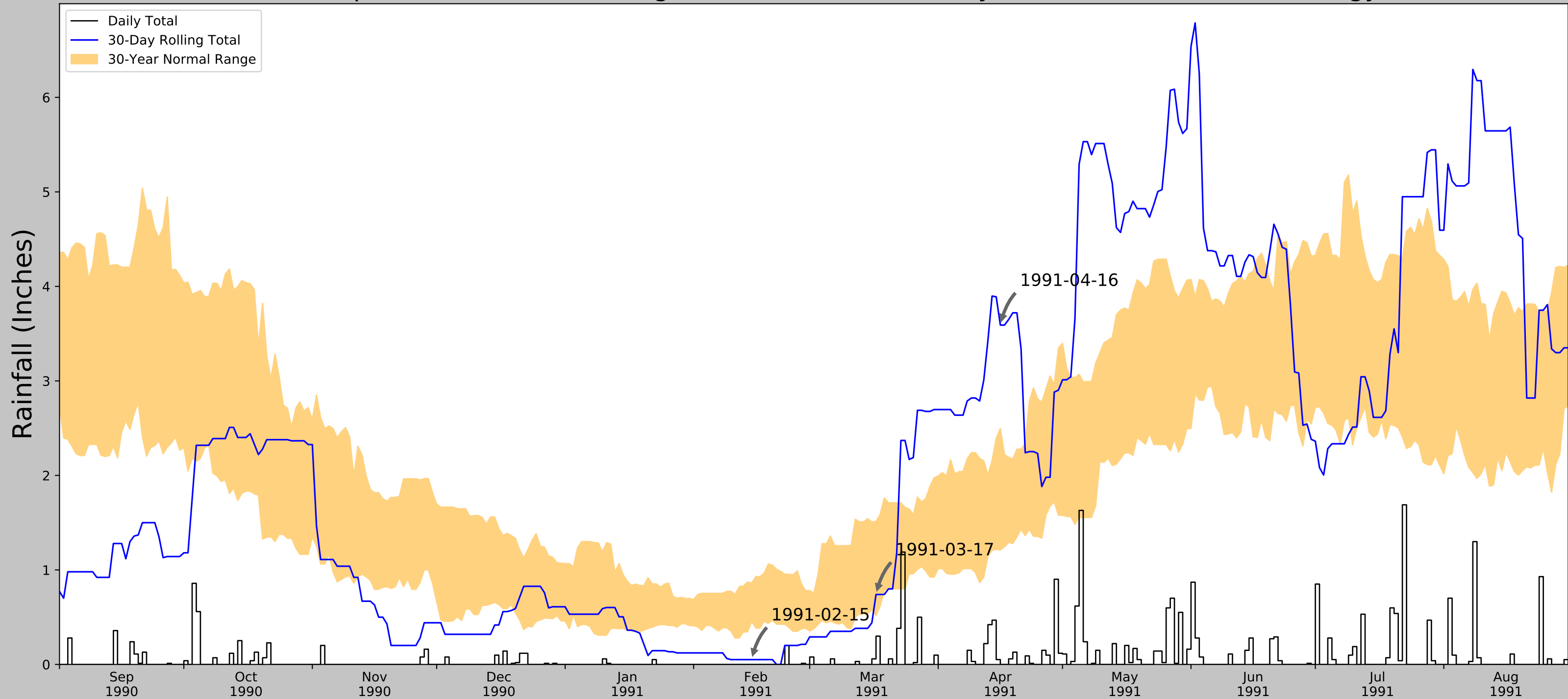


Figure and tables made by the
Antecedent Precipitation Tool
Version 1.0

Written by Jason Deters
U.S. Army Corps of Engineers

Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days Normal	Days Antecedent
RICHFIELD 1.2 WSW	44.8717, -93.3055	852.034	14.847	73.846	7.778	1	0
CHANHASSEN WSFO	44.8497, -93.5644	945.866	25.654	19.986	12.057	2098	90
HASTINGS DAM 2	44.7597, -92.8689	680.118	9.619	245.762	6.693	9172	0
CHASKA	44.8, -93.5833	720.144	25.807	205.736	16.923	82	0

Antecedent Precipitation vs Normal Range based on NOAA's Daily Global Historical Climatology Network



Coordinates	44.7425524, -93.0634383
Observation Date	1991-04-16
Elevation (ft)	925.88
Drought Index (PDSI)	Severe wetness
WebWIMP H ₂ O Balance	Wet Season

30 Days Ending	30 th %ile (in)	70 th %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
1991-04-16	1.211811	2.497244	3.590551	Wet	3	3	9
1991-03-17	0.517323	1.512598	0.740158	Normal	2	2	4
1991-02-15	0.455512	0.86063	0.051181	Dry	1	1	1
Result							Normal Conditions - 14



Figure and tables made by the
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Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days Normal	Days Antecedent
FARMINGTON 1 W	44.6333, -93.1667	921.916	9.095	3.964	4.129	3829	0
HASTINGS DAM 2	44.7597, -92.8689	680.118	9.619	245.762	6.693	7450	89
CHASKA	44.8, -93.5833	720.144	25.807	205.736	16.923	74	1

Appendix C: Historic Aerials Review

Table 2. Historic Aerial Review*

Image Interpretation** (Area of Investigation)					
Date Image Taken	Climate Condition***	1	2	3	4
8/12/2021	Normal	NV	NV	NV	NV
10/9/2020	Normal	NV	NV	NV	SS
10/25/2019	Wetter than Normal	NV	NV	NV	SS
4/28/2018	Normal	SS	NV	NV	NV
4/5/2017	Drier than Normal	SS	NV	NV	NV
3/11/2016	Normal	NV	NV	NV	SS
11/12/2015	Normal	NV	NV	NV	NV
10/11/2014	Normal	NV	NV	NV	CS
9/15/2013	Drier than Normal	NV	NV	NV	NV
4/3/2012	Normal	NV	NV	NV	SS
6/23/2010	Normal	NV	NV	NV	NV
6/2/2009	Drier than Normal	NV	NV	NV	NV
5/21/2008	Wetter than Normal	NV	NV	NV	NV
5/31/2003	Wetter than Normal	NV	NV	NV	NV
7/29/2002	Normal	SS	SS	NV	AP
4/16/1991	Normal	NV	SS	NV	NV
Number of normal years		10	10	10	10
Number of normal years with wet signatures		2	2	0	5
Percent of normal years with wet signatures		20%	20%	0%	50%
Hydric Soils present		N	N	Y	Y
Identified on NWI		N	N	N	N
Hydrology indicators observed during field review?		N	N	N	N
Wetland Present?		N	N	N	N
Wetland Number		N/A	N/A	N/A	N/A

See additional details in delineation report

*Methodology for determining the presence of wetland explained in Guidance for Offsite Hydrology/ Wetland Determinations from Minnesota Board of Water and Soil Resources (BWSR) and St Paul District Corps of Engineers (July 1, 2016)

**CS = Crop Stress, NC = Not Cropped, SS = Soil Wetness Signature, SW = Standing Water, NV = Normal Vegetative Cover

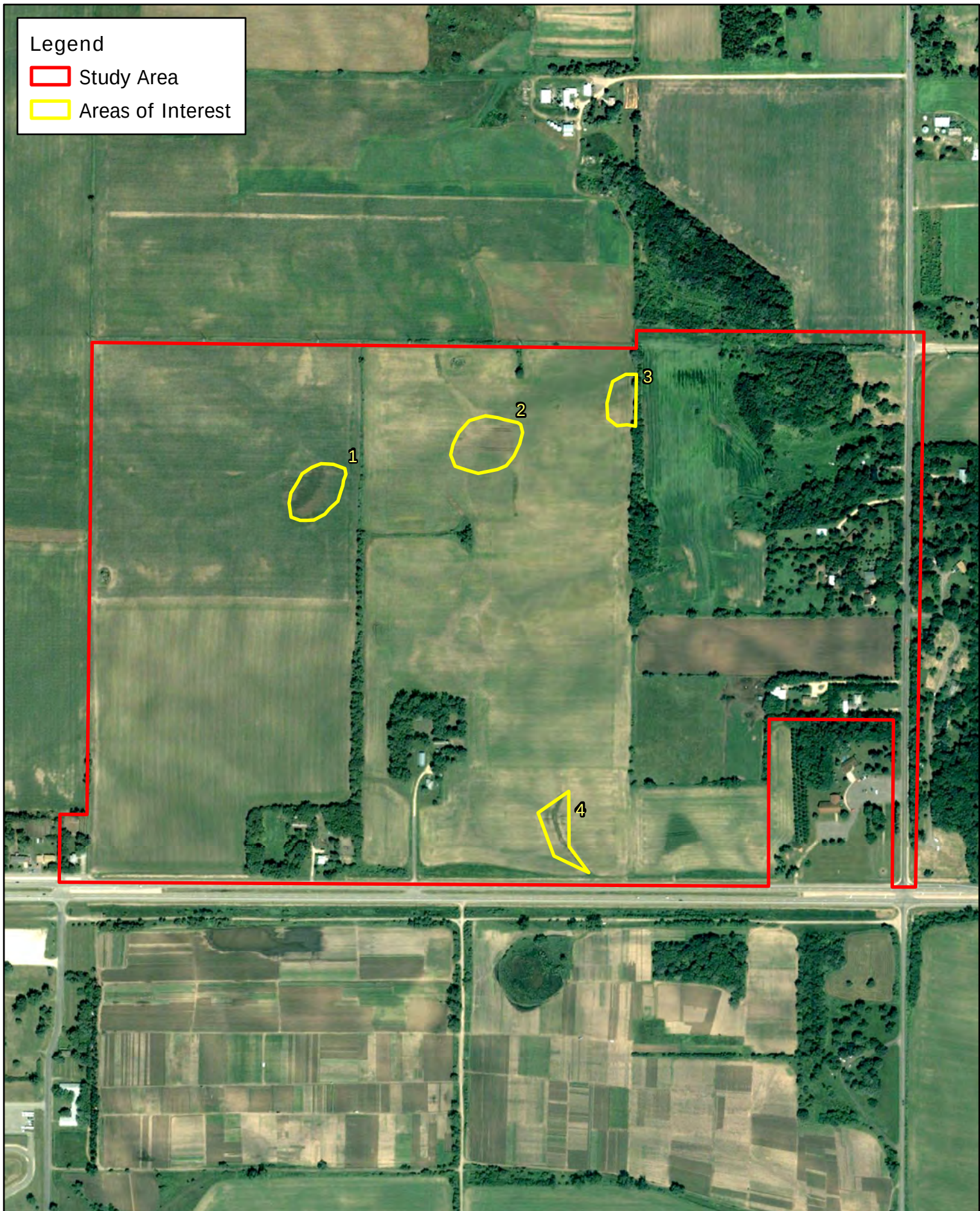
***Climate condition based on NRCS methodology for wetland hydrology determination using three-month antecedent precipitation for the given photo date. Methodology is described in Section 4.8.



Legend

Study Area

Areas of Interest



Legend

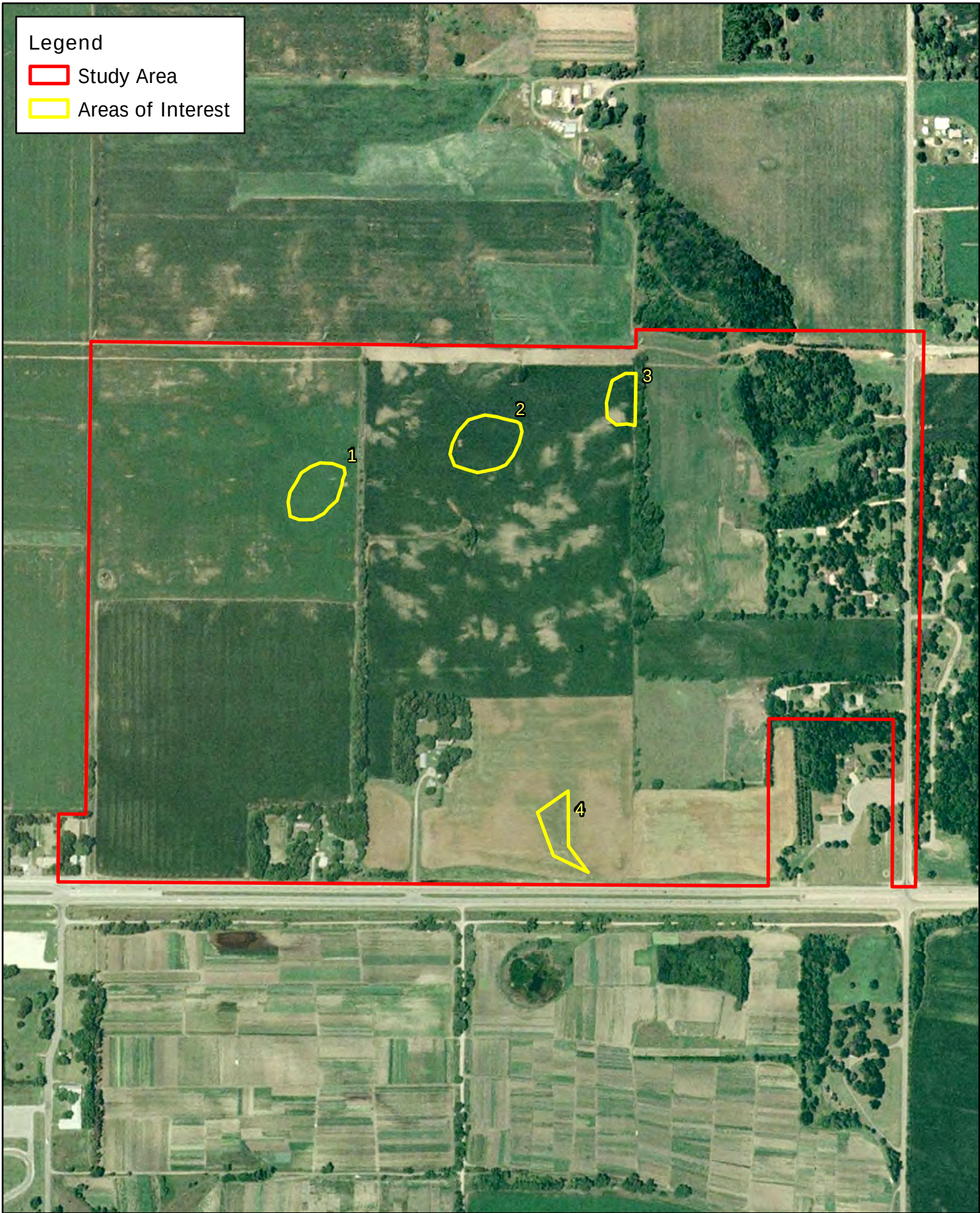
- Study Area
- Areas of Interest

Historic Aerial Image (July 2002)

Rosemount, Minnesota

Scannell Properties

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Legend

Study Area

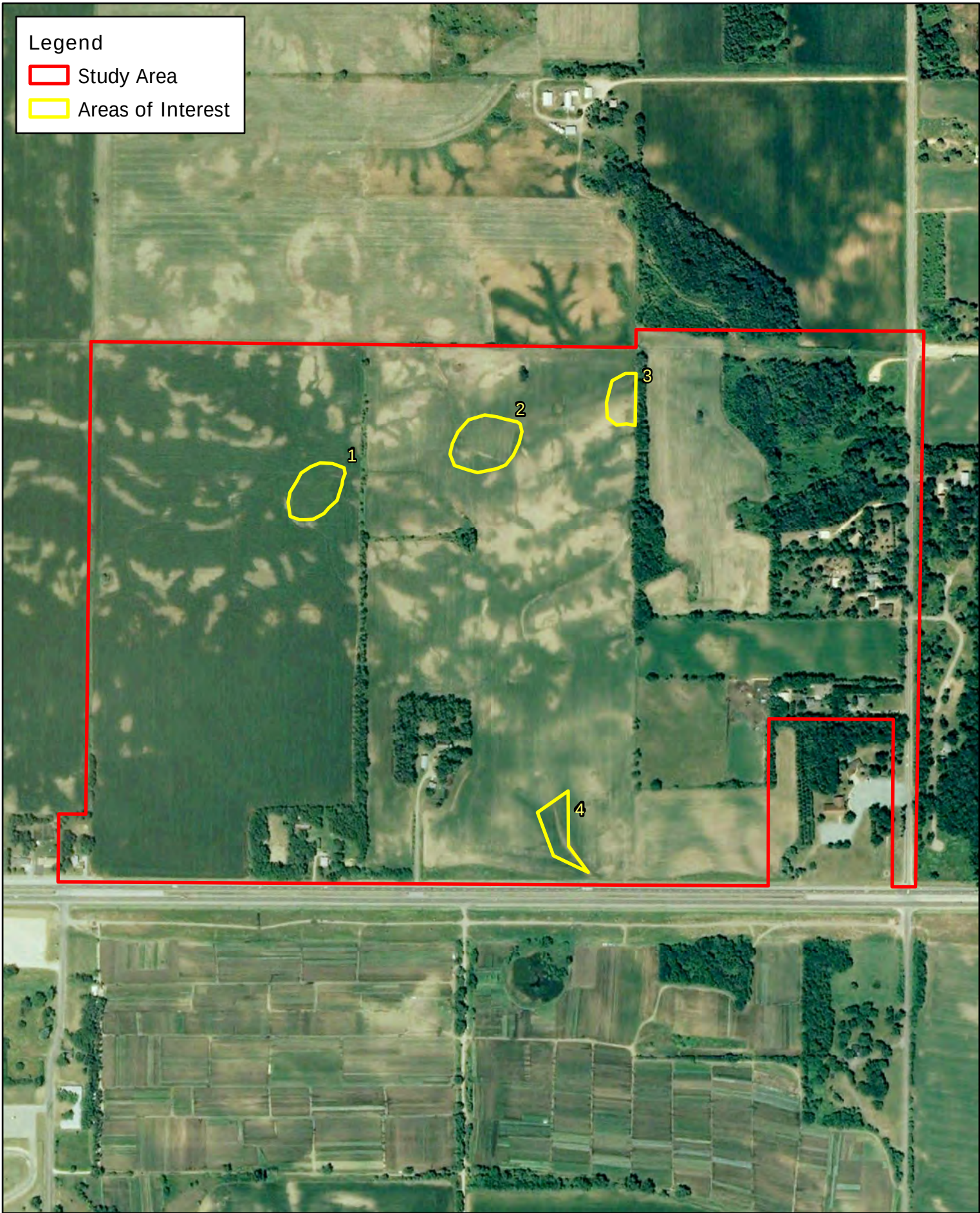
Areas of Interest

Historic Aerial Image (May 2003)

Rosemount, Minnesota

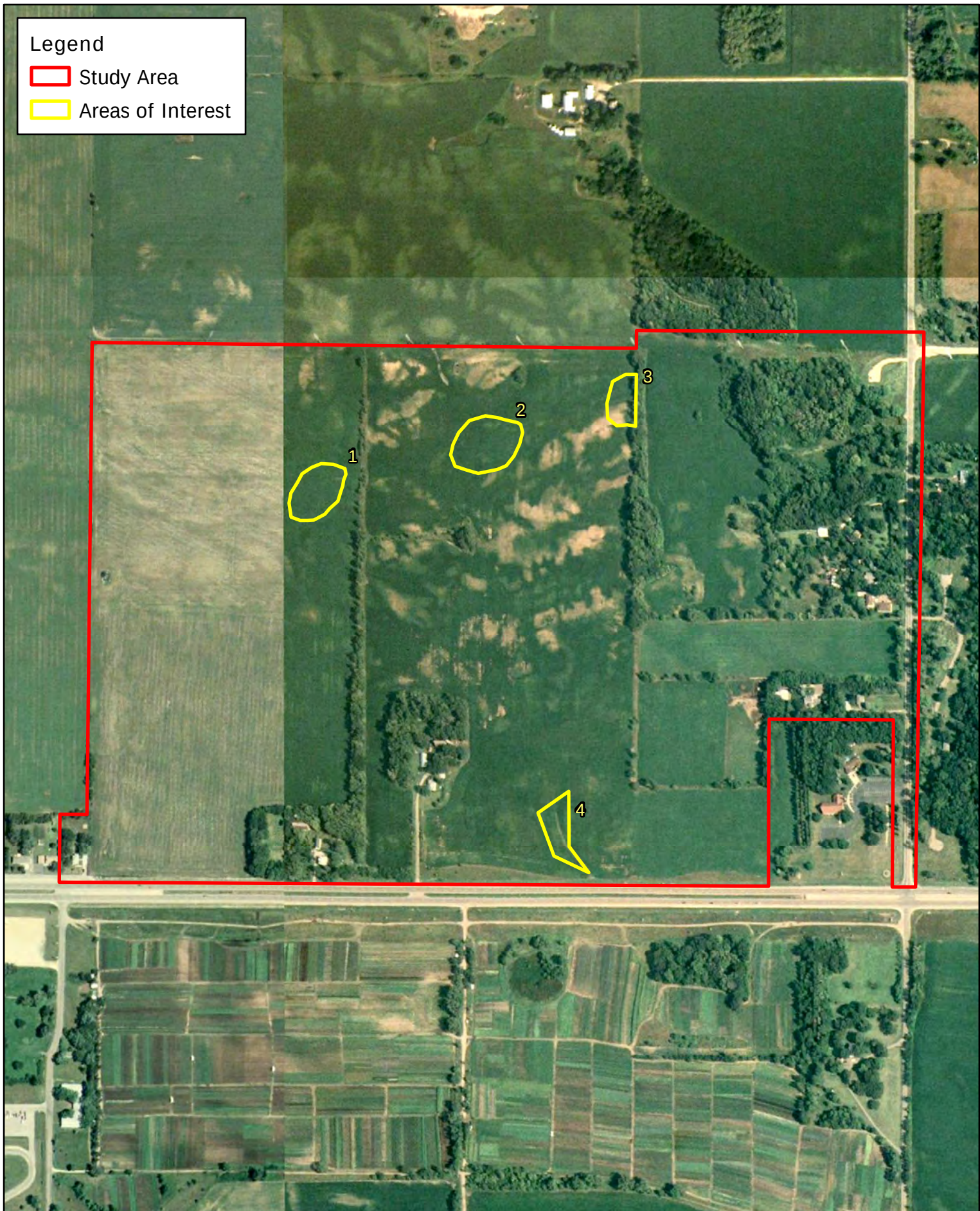
Scannell Properties

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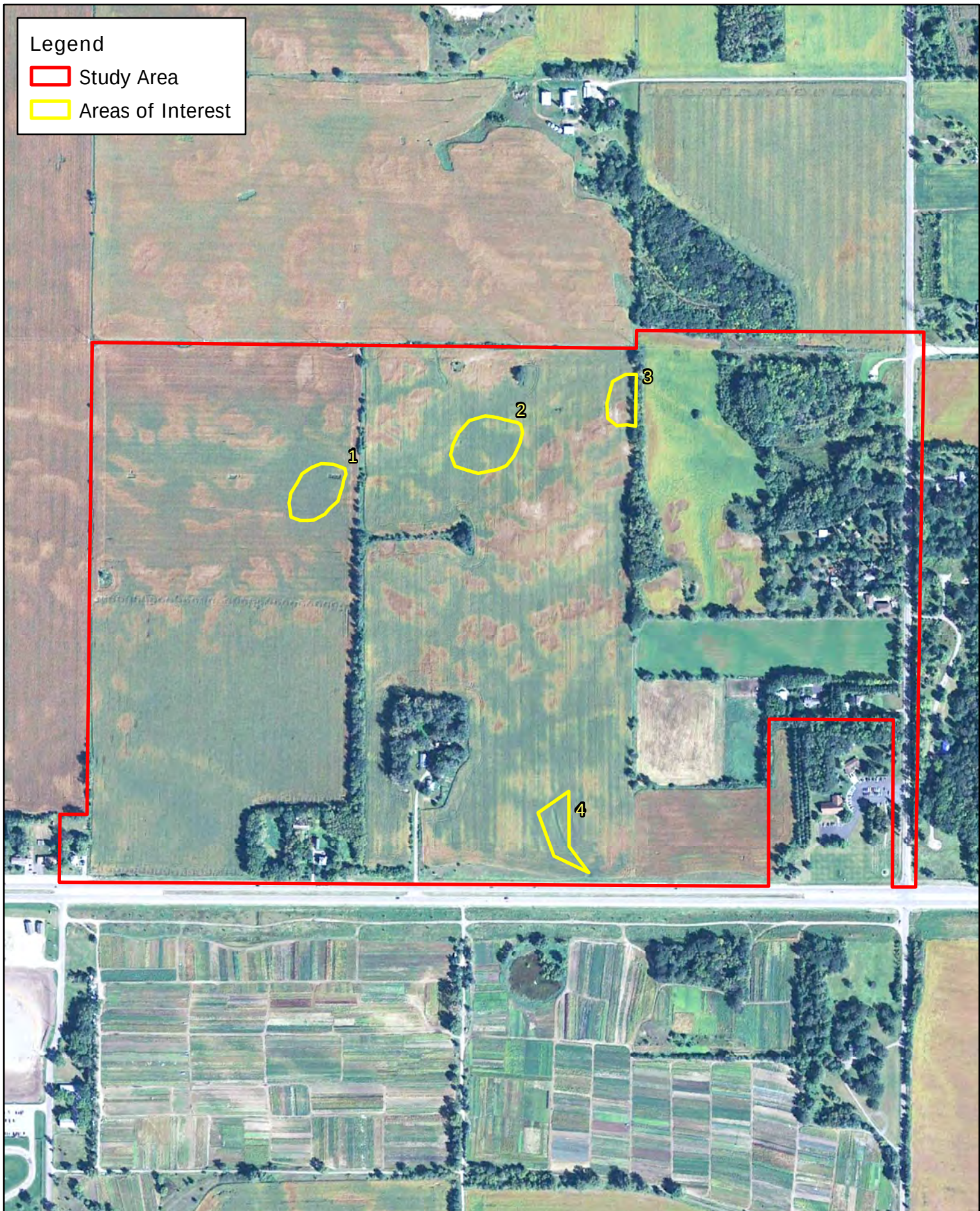
Legend

- Study Area
- Areas of Interest



Legend

- Study Area
- Areas of Interest



Legend

Study Area

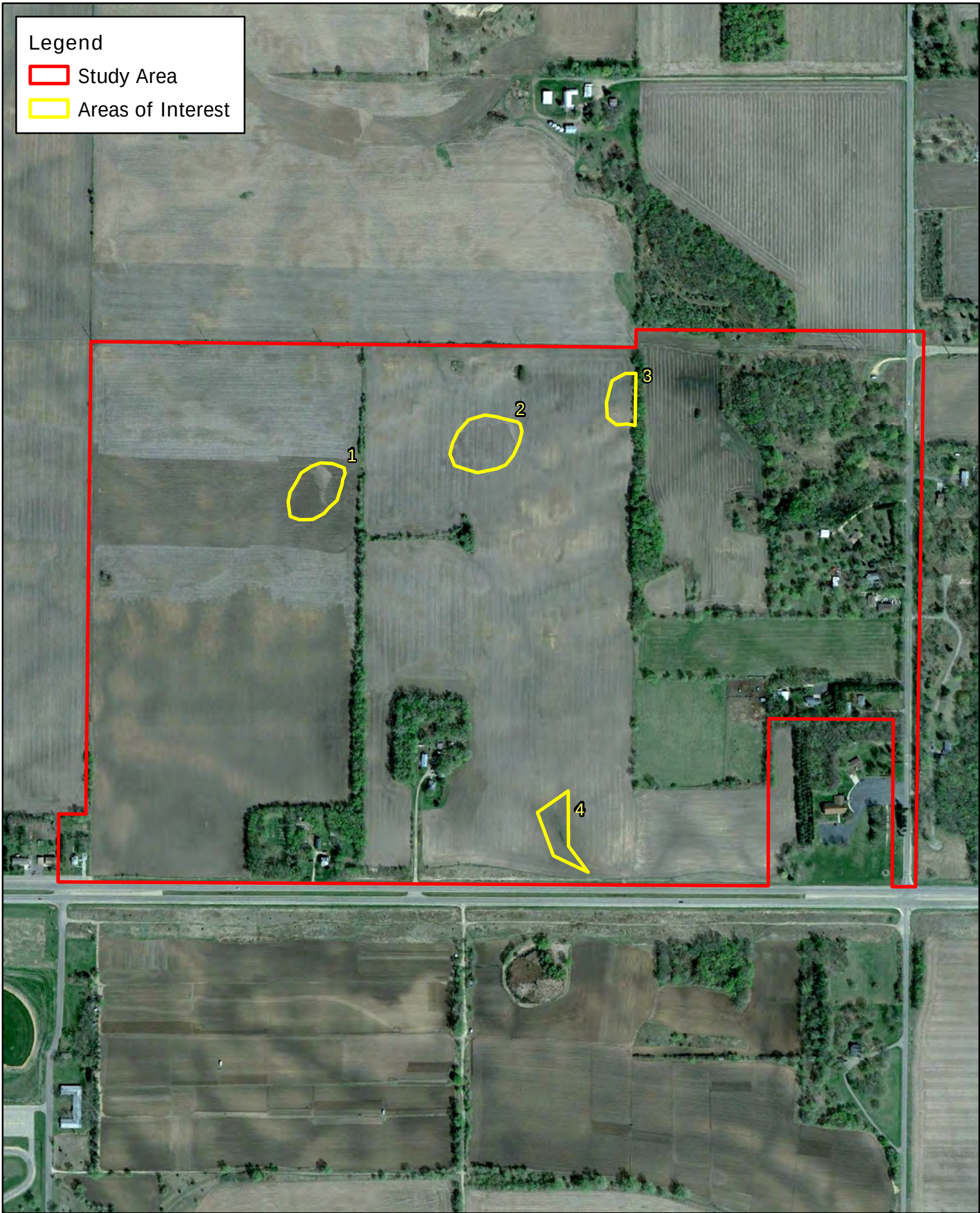
Areas of Interest

Historic Aerial Image (June 2010)

Rosemount, Minnesota

Scannell Properties

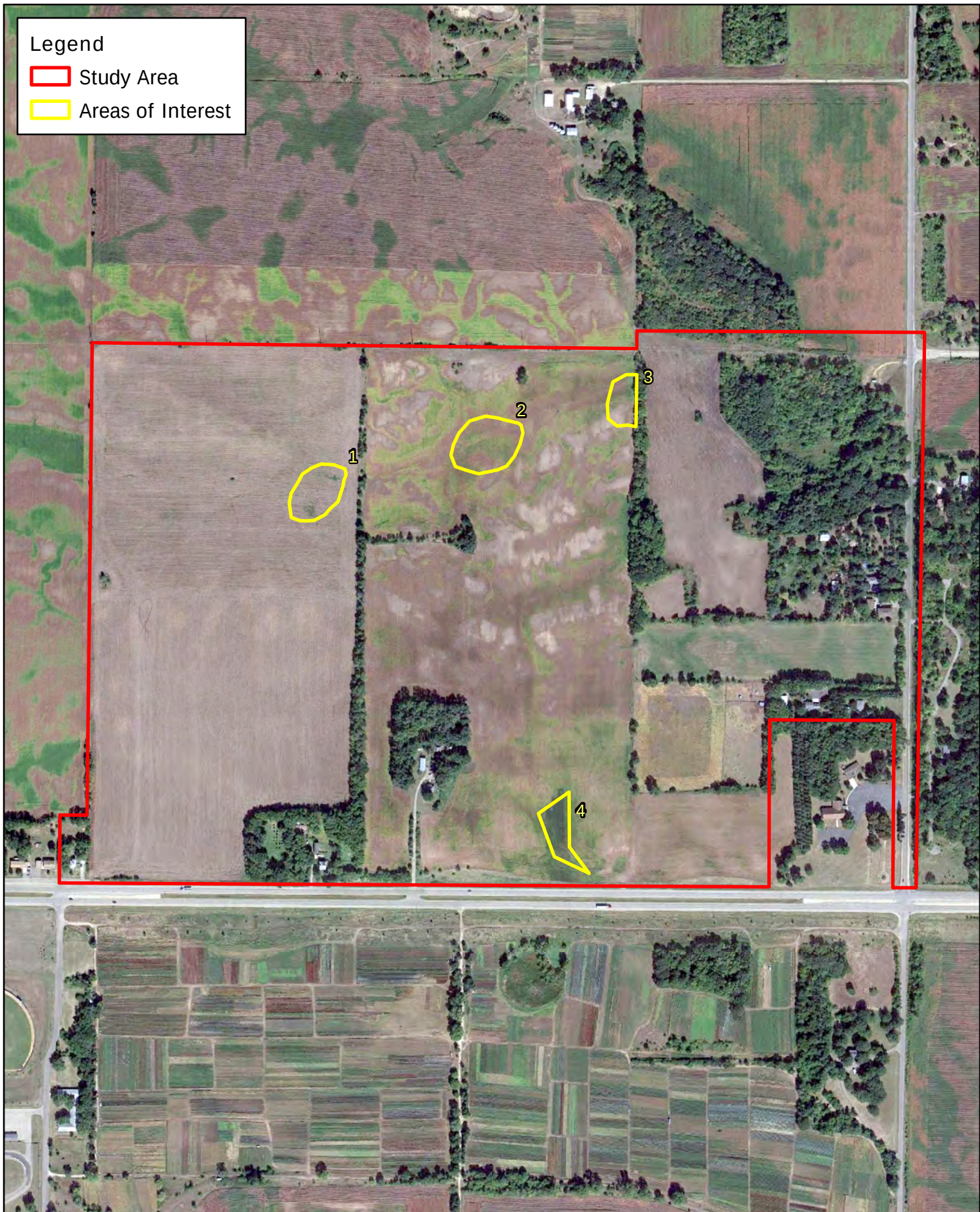
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Legend

Study Area

Areas of Interest



Legend

Study Area

Areas of Interest

Historic Aerial Image (September 2013)

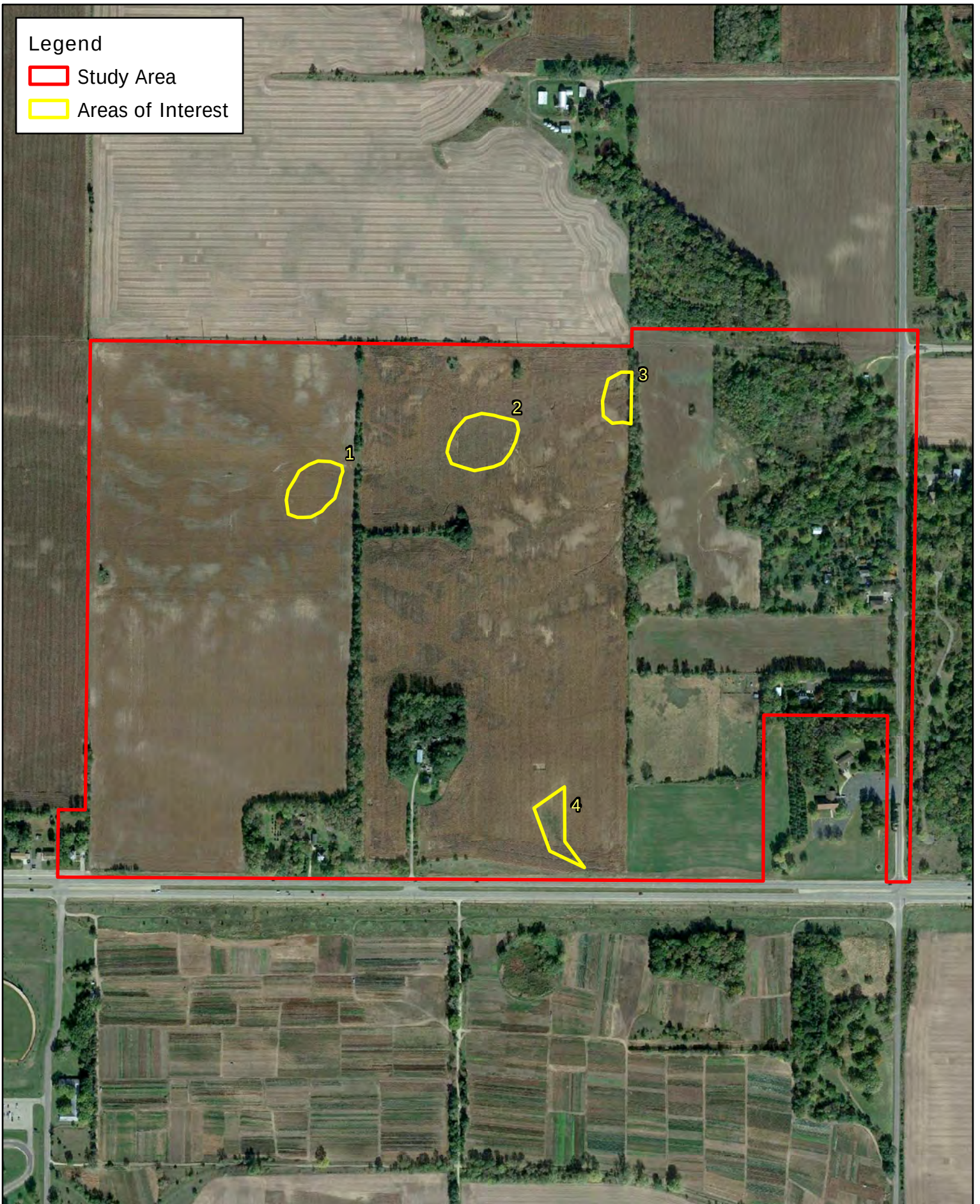
Rosemount, Minnesota

Scannell Properties

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Legend

- Study Area
- Areas of Interest

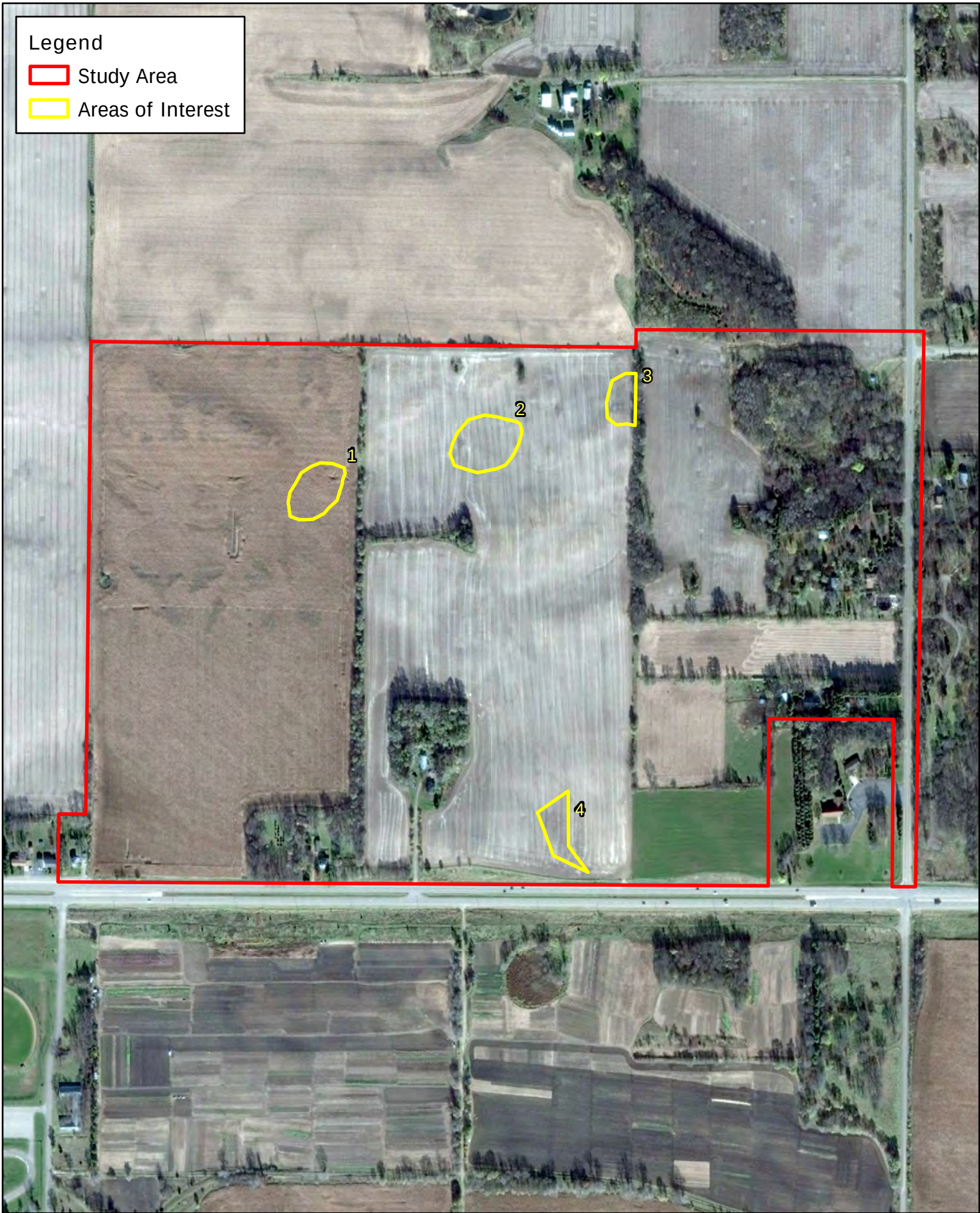


Historic Aerial Image (October 2014)

Rosemount, Minnesota

Scannell Properties

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Legend

Study Area

Areas of Interest

Historic Aerial Image (November 2015)

Rosemount, Minnesota

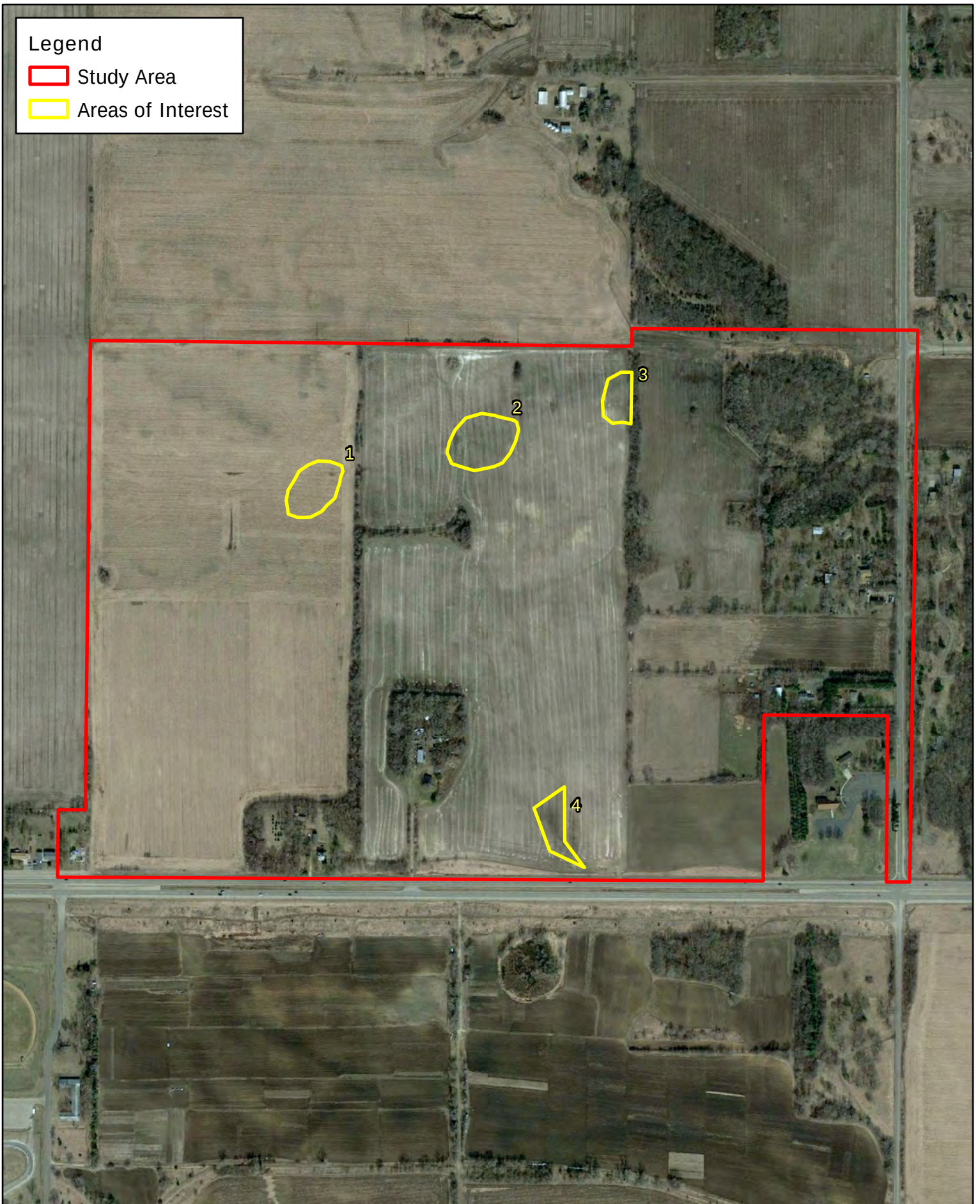
Scannell Properties

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Legend

 Study Area

 Areas of Interest

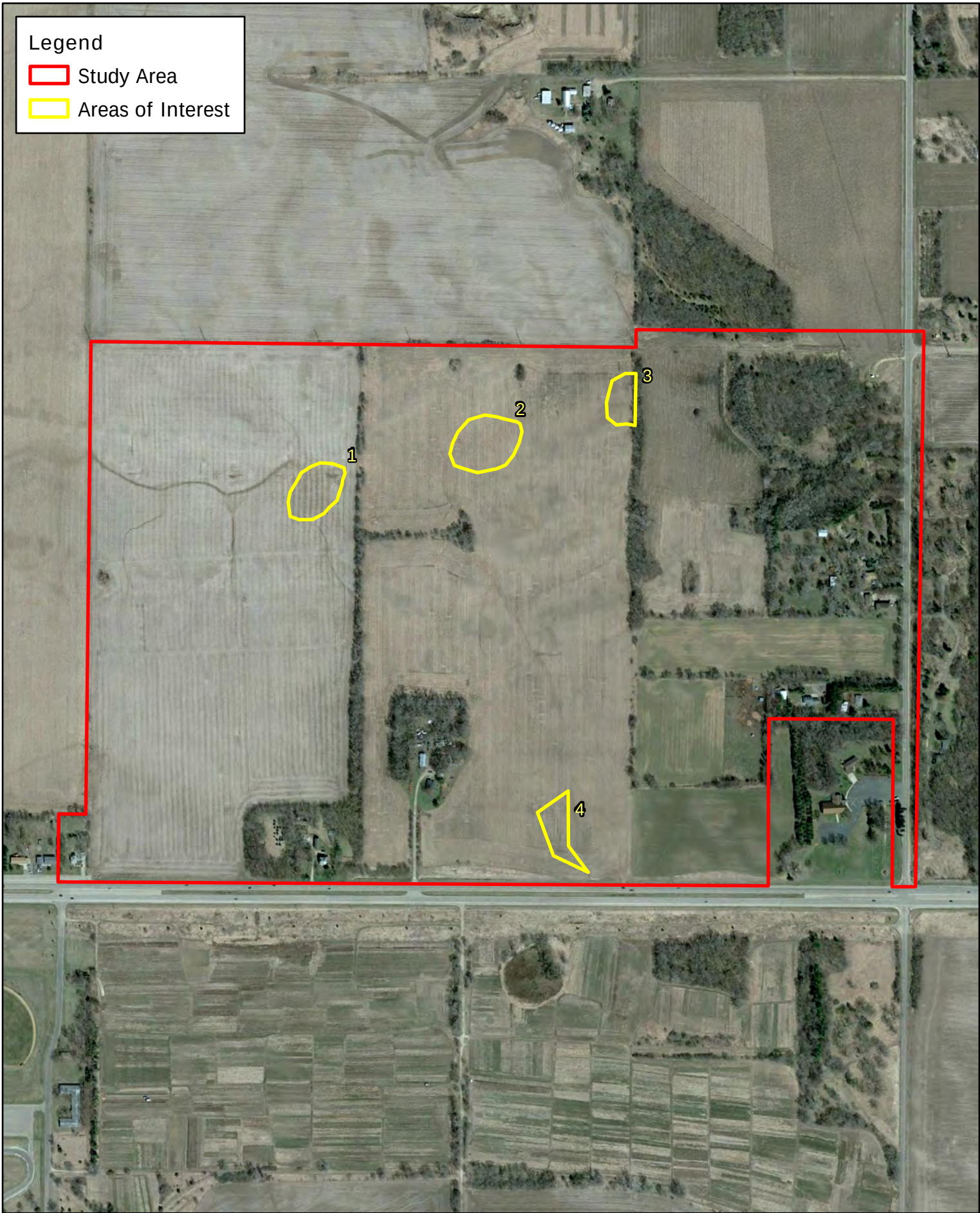


Historic Aerial Image (March 2016)

Rosemount, Minnesota

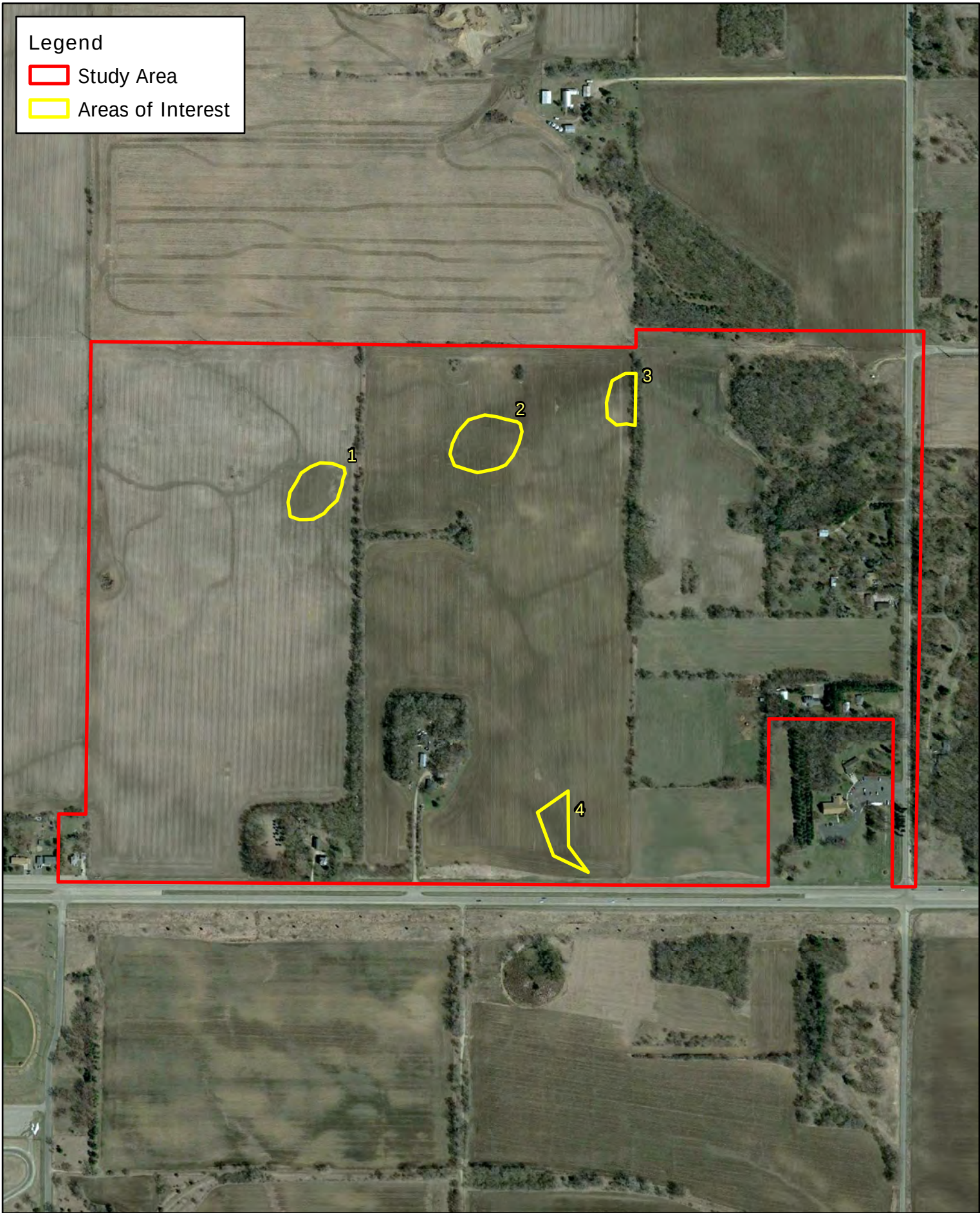
Scannell Properties

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Legend

- Study Area
- Areas of Interest



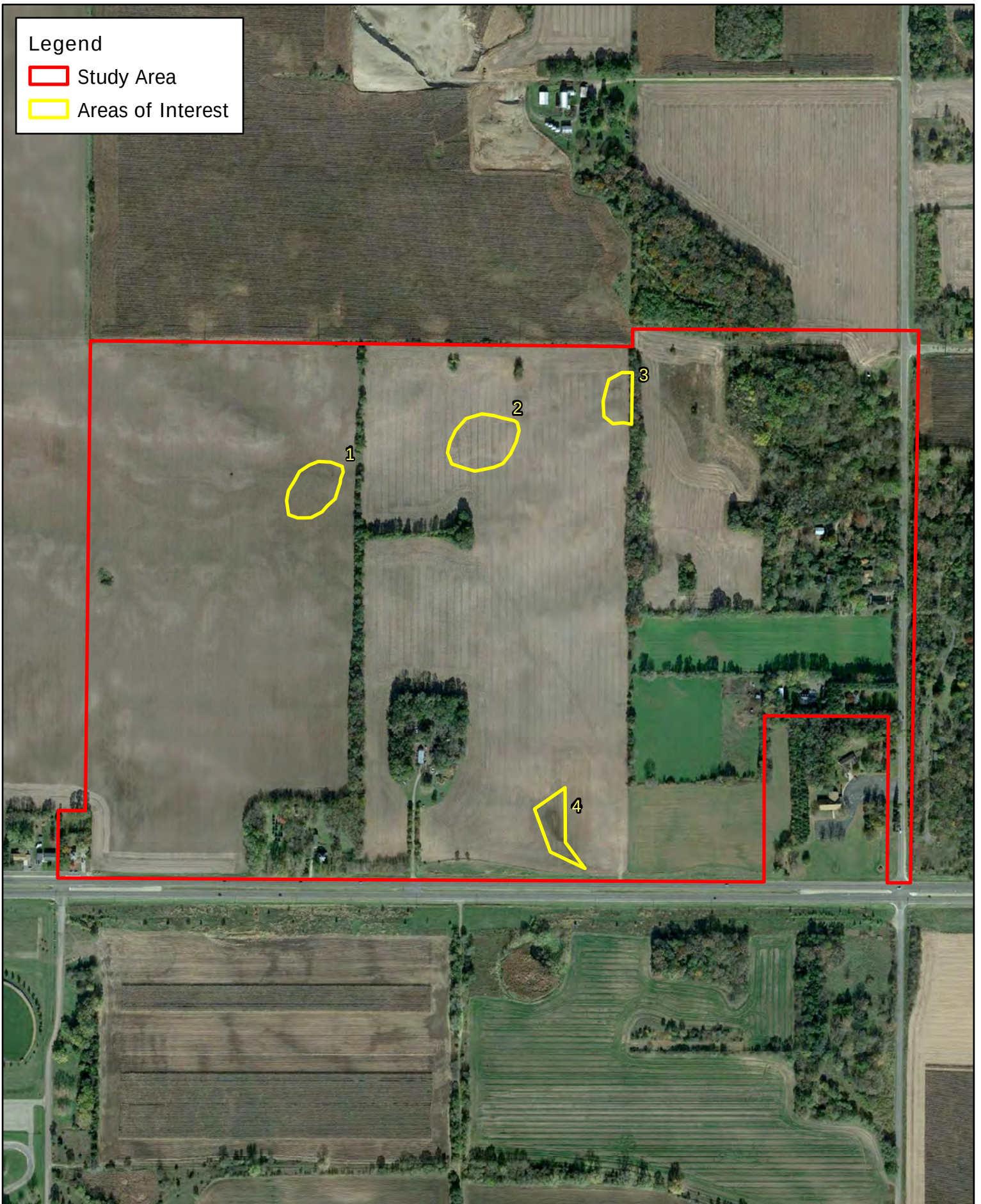
Legend

Study Area

Areas of Interest

Legend

-  Study Area
-  Areas of Interest

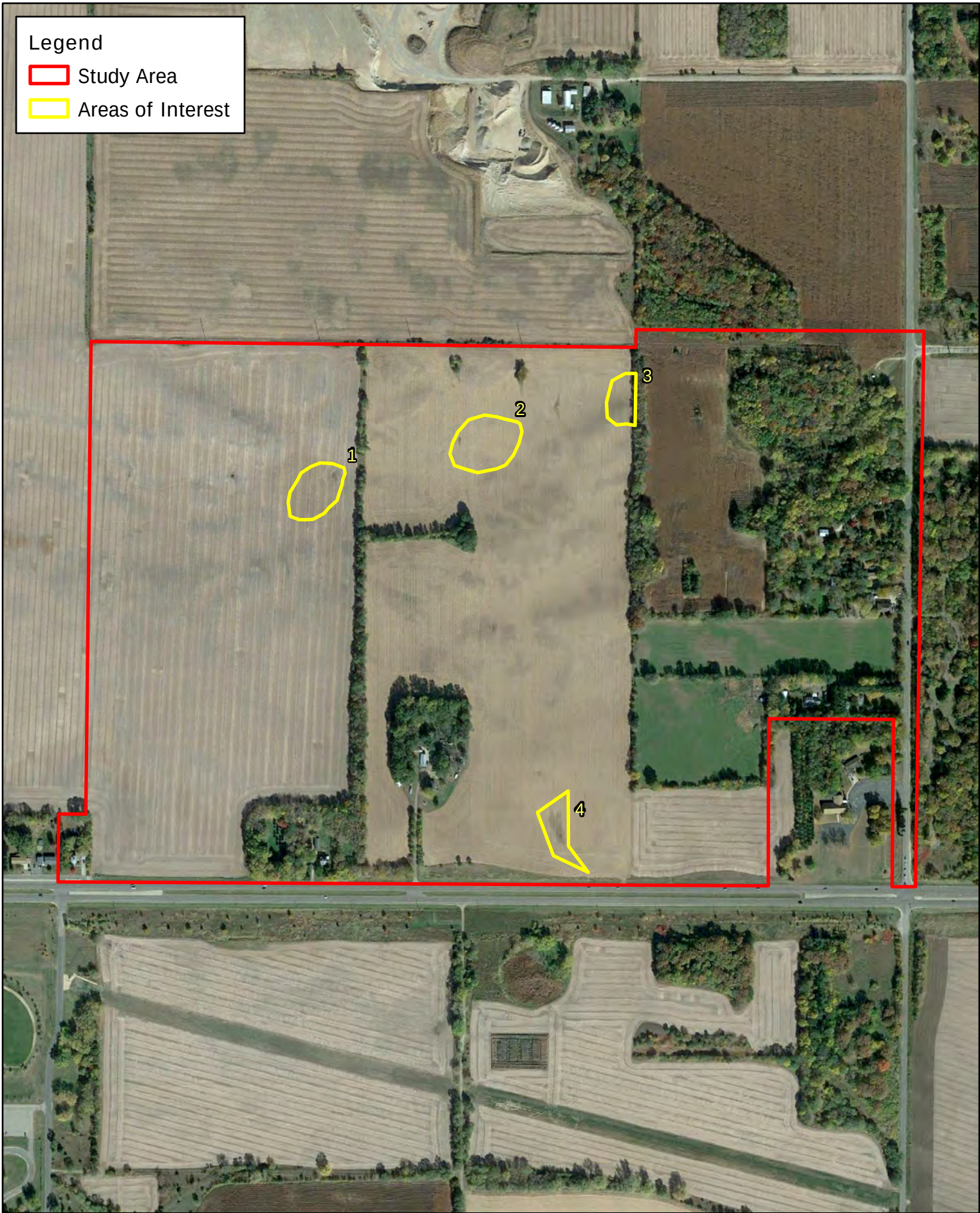


Historic Aerial Image (October 2019)

Rosemount, Minnesota

Scannell Properties

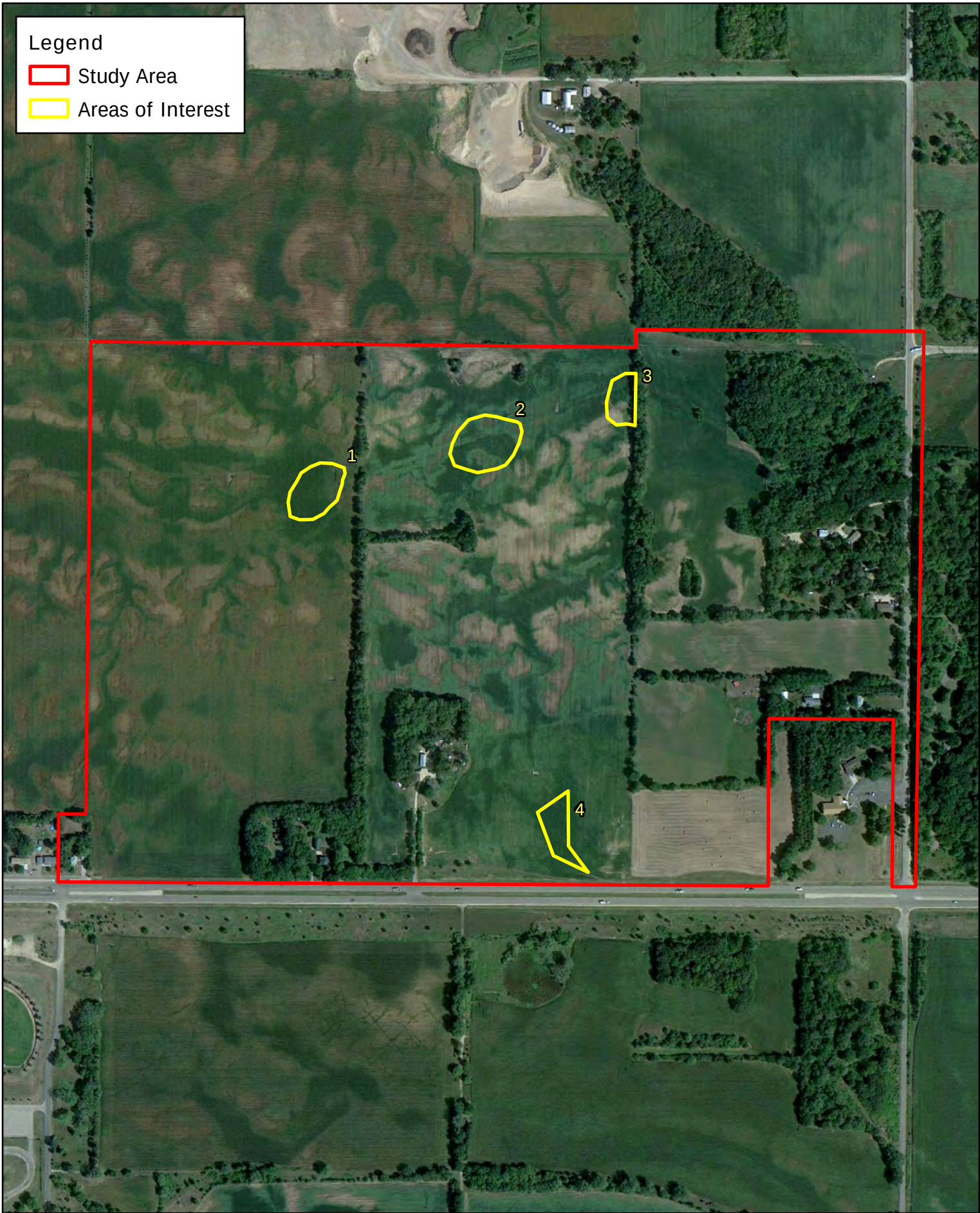
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Legend

Study Area

Areas of Interest



Legend

Study Area

Areas of Interest

Appendix D: Field Data Sheets

WETLAND DETERMINATION DATA FORM - Midwest Region

Project/Site Rosemount Industrial City/County: Rosemount/Dakota Co Sampling Date: 08/16/2022
 Applicant/Owner: Scannell Properties, LLC State: MN Sampling Point: SP-1
 Investigator(s): C. Baumgartner, M. Humphrey Section, Township, Range: SEC 26, T115N, R19W
 Landform (hillslope, terrace, etc.): Slight depression Local relief (concave, convex, none): Concave
 Slope (%): 0 - 2 Lat: 44.745813 Long: -93.05996 Datum: WGS 1984
 Soil Map Unit Name Colo silt loam, occasionally flooded NWI Classification: N/A

Are climatic/hydrologic conditions of the site typical for this time of the year? N (If no, explain in remarks)
 Are vegetation X, soil _____, or hydrology _____ significantly disturbed? Are "normal circumstances" present? Yes
 Are vegetation _____, soil _____, or hydrology _____ naturally problematic? present? Yes

SUMMARY OF FINDINGS

(If needed, explain any answers in remarks.)

Hydrophytic vegetation present? <u>N</u>	Is the sampled area within a wetland? <u>N</u> If yes, optional wetland site ID: _____
Hydric soil present? <u>N</u>	
Indicators of wetland hydrology present? <u>N</u>	

Remarks: (Explain alternative procedures here or in a separate report.)
 SP located in a low spot in an agricultural field. Based on the antecedent precipitation review, the 90 days prior to field review were drier than normal.

VEGETATION -- Use scientific names of plants.

Tree Stratum	(Plot size: <u>30'</u>)	Absolute % Cover	Dominant Species	Indicator Status	Dominance Test Worksheet Number of Dominant Species that are OBL, FACW, or FAC: <u>1</u> (A) Total Number of Dominant Species Across all Strata: <u>2</u> (B) Percent of Dominant Species that are OBL, FACW, or FAC: <u>50.00%</u> (A/B)
1					
2					
3					
4					
5					Prevalence Index Worksheet Total % Cover of: OBL species <u>0</u> x 1 = <u>0</u> FACW species <u>0</u> x 2 = <u>0</u> FAC species <u>40</u> x 3 = <u>120</u> FACU species <u>80</u> x 4 = <u>320</u> UPL species <u>0</u> x 5 = <u>0</u> Column totals <u>120</u> (A) <u>440</u> (B) Prevalence Index = B/A = <u>3.67</u>
		<u>0</u>	= Total Cover		
Sapling/Shrub stratum	(Plot size: <u>15'</u>)				
1					
2					
3					
4					
5					
		<u>0</u>	= Total Cover		
Herb stratum	(Plot size: <u>5'</u>)				Hydrophytic Vegetation Indicators: _____ Rapid test for hydrophytic vegetation _____ Dominance test is >50% _____ Prevalence index is ≤3.0* _____ Morphological adaptations* (provide supporting data in Remarks or on a separate sheet) _____ Problematic hydrophytic vegetation* (explain) _____ *Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic
1	<u>Zea mays</u>	<u>80</u>	<u>Y</u>	<u>FACU</u>	
2	<u>Eriochloa contracta</u>	<u>40</u>	<u>Y</u>	<u>FAC</u>	
3					
4					
5					
6					
7					
8					
9					
10					
		<u>120</u>	= Total Cover		
Woody vine stratum	(Plot size: <u>30'</u>)				Hydrophytic vegetation present? <u>N</u>
1					
2					
		<u>0</u>	= Total Cover		

Remarks: (Include photo numbers here or on a separate sheet)

SOIL

Sampling Point: SP-1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type*	Loc**		
0-13	10 YR 2/2	100					Silt loam	
13-16	10 YR 2/2	98	10 YR 5/8	2	C	M	Silt loam	

*Type: C = Concentration, D = Depletion, RM = Reduced Matrix, MS = Masked Sand Grains. **Location: PL = Pore Lining, M = Matrix

Hydric Soil Indicators:

- ☐ Histisol (A1)
☐ Histic Epipedon (A2)
☐ Black Histic (A3)
☐ Hydrogen Sulfide (A4)
☐ Stratified Layers (A5)
☐ 2 cm Muck (A10)
☐ Depleted Below Dark Surface (A11)
☐ Thick Dark Surface (A12)
☐ Sandy Mucky Mineral (S1)
☐ 5 cm Mucky Peat or Peat (S3)
- ☐ Sandy Redox (S5)
☐ Stripped Matrix (S6)
☐ Loamy Mucky Mineral (F1)
☐ Loamy Gleyed Matrix (F2)
☐ Depleted Matrix (F3)
☐ Redox Dark Surface (F6)
☐ Depleted Dark Surface (F7)
☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils:

- ☐ Coast Prairie Redox (A16) (LRR K, L, R)
☐ Dark Surface (S7) (LRR K, L)
☐ Iron-Manganese Masses (F12) (LRR K, L, R)
☐ Very Shallow Dark Surface (TF12)
☐ Other (explain in remarks)

*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):

Type: _____
 Depth (inches): _____

Hydric soil present? N

Remarks:

HYDROLOGY**Wetland Hydrology Indicators:**Primary Indicators (minimum of one is required; check all that apply)

- ☐ Surface Water (A1)
☐ High Water Table (A2)
☐ Saturation (A3)
☐ Water Marks (B1)
☐ Sediment Deposits (B2)
☐ Drift Deposits (B3)
☐ Algal Mat or Crust (B4)
☐ Iron Deposits (B5)
☐ Inundation Visible on Aerial Imagery (B7)
☐ Sparsely Vegetated Concave Surface (B8)
☐ Water-Stained Leaves (B9)
- ☐ Aquatic Fauna (B13)
☐ True Aquatic Plants (B14)
☐ Hydrogen Sulfide Odor (C1)
☐ Oxidized Rhizospheres on Living Roots (C3)
☐ Presence of Reduced Iron (C4)
☐ Recent Iron Reduction in Tilled Soils (C6)
☐ Thin Muck Surface (C7)
☐ Gauge or Well Data (D9)
☐ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ☐ Surface Soil Cracks (B6)
☐ Drainage Patterns (B10)
☐ Dry-Season Water Table (C2)
☐ Crayfish Burrows (C8)
☐ Saturation Visible on Aerial Imagery (C9)
☐ Stunted or Stressed Plants (D1)
☒ Geomorphic Position (D2)
☐ FAC-Neutral Test (D5)

Field Observations:

Surface water present? Yes ☐ No ☒ Depth (inches): _____
 Water table present? Yes ☐ No ☒ Depth (inches): _____
 Saturation present? Yes ☐ No ☒ Depth (inches): _____
 (includes capillary fringe)

Indicators of wetland hydrology present? N

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Aerial review conducted, see Appendix C.

WETLAND DETERMINATION DATA FORM - Midwest Region

Project/Site Rosemount Industrial City/County: Rosemount/Dakota Co Sampling Date: 08/16/2022
 Applicant/Owner: Scannell Properties, LLC State: MN Sampling Point: SP-2
 Investigator(s): C. Baumgartner, M. Humphrey Section, Township, Range: SEC 26, T115N, R19W
 Landform (hillslope, terrace, etc.): Depression Local relief (concave, convex, none): Concave
 Slope (%): 0 - 2 Lat: 44.745101 Long: -93.062423 Datum: WGS 1984
 Soil Map Unit Name Kennebec silt loam NWI Classification: N/A

Are climatic/hydrologic conditions of the site typical for this time of the year? N (If no, explain in remarks)

Are vegetation X, soil _____, or hydrology _____ significantly disturbed? Are "normal circumstances" _____

Are vegetation _____, soil _____, or hydrology _____ naturally problematic? present? No

SUMMARY OF FINDINGS

(If needed, explain any answers in remarks.)

Hydrophytic vegetation present? <u>N</u>	Is the sampled area within a wetland? <u>N</u> If yes, optional wetland site ID: _____
Hydric soil present? <u>N</u>	
Indicators of wetland hydrology present? <u>Y</u>	

Remarks: (Explain alternative procedures here or in a separate report.)

SP located in a low spot in middle of an agricultural field. Based on the antecedent precipitation review, the 90 days prior to field review were drier than normal.

VEGETATION -- Use scientific names of plants.

Tree Stratum	(Plot size: <u>30'</u>)	Absolute % Cover	Dominant Species	Indicator Status	Dominance Test Worksheet Number of Dominant Species that are OBL, FACW, or FAC: <u>1</u> (A) Total Number of Dominant Species Across all Strata: <u>2</u> (B) Percent of Dominant Species that are OBL, FACW, or FAC: <u>50.00%</u> (A/B)
1					
2					
3					
4					
5					Prevalence Index Worksheet Total % Cover of: OBL species <u>0</u> x 1 = <u>0</u> FACW species <u>0</u> x 2 = <u>0</u> FAC species <u>30</u> x 3 = <u>90</u> FACU species <u>90</u> x 4 = <u>360</u> UPL species <u>0</u> x 5 = <u>0</u> Column totals <u>120</u> (A) <u>450</u> (B) Prevalence Index = B/A = <u>3.75</u>
		<u>0</u>	= Total Cover		
Sapling/Shrub stratum	(Plot size: <u>15'</u>)				
1					
2					
3					
4					
5					
		<u>0</u>	= Total Cover		
Herb stratum	(Plot size: <u>5'</u>)				Hydrophytic Vegetation Indicators: _____ Rapid test for hydrophytic vegetation _____ Dominance test is >50% _____ Prevalence index is ≤3.0* _____ Morphological adaptations* (provide supporting data in Remarks or on a separate sheet) _____ Problematic hydrophytic vegetation* (explain) _____ *Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic
1	<u>Zea mays</u>	<u>90</u>	<u>Y</u>	<u>FACU</u>	
2	<u>Eriochloa contracta</u>	<u>30</u>	<u>Y</u>	<u>FAC</u>	
3					
4					
5					
6					
7					
8					
9					
10		<u>120</u>	= Total Cover		
Woody vine stratum	(Plot size: <u>30'</u>)				Hydrophytic vegetation present? <u>N</u>
1					
2					
		<u>0</u>	= Total Cover		

Remarks: (Include photo numbers here or on a separate sheet)

No stunted crops were observed.

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type*	Loc**		
0-10	10 YR 3/2	100					Silt loam	White speckles, fertilizer?
10-16	10 YR 3/3	100					Silt loam	

*Type: C = Concentration, D = Depletion, RM = Reduced Matrix, MS = Masked Sand Grains. **Location: PL = Pore Lining, M = Matrix

Hydric Soil Indicators:

- ☐ Histisol (A1)
☐ Histic Epipedon (A2)
☐ Black Histic (A3)
☐ Hydrogen Sulfide (A4)
☐ Stratified Layers (A5)
☐ 2 cm Muck (A10)
☐ Depleted Below Dark Surface (A11)
☐ Thick Dark Surface (A12)
☐ Sandy Mucky Mineral (S1)
☐ 5 cm Mucky Peat or Peat (S3)
- ☐ Sandy Redox (S5)
☐ Stripped Matrix (S6)
☐ Loamy Mucky Mineral (F1)
☐ Loamy Gleyed Matrix (F2)
☐ Depleted Matrix (F3)
☐ Redox Dark Surface (F6)
☐ Depleted Dark Surface (F7)
☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils:

- ☐ Coast Prairie Redox (A16) (LRR K, L, R)
☐ Dark Surface (S7) (LRR K, L)
☐ Iron-Manganese Masses (F12) (LRR K, L, R)
☐ Very Shallow Dark Surface (TF12)
☐ Other (explain in remarks)

*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):

Type: _____
 Depth (inches): _____

Hydric soil present? N

Remarks:

HYDROLOGY**Wetland Hydrology Indicators:**

Primary Indicators (minimum of one is required; check all that apply)

- ☐ Surface Water (A1)
☐ High Water Table (A2)
☐ Saturation (A3)
☐ Water Marks (B1)
☐ Sediment Deposits (B2)
☐ Drift Deposits (B3)
☐ Algal Mat or Crust (B4)
☐ Iron Deposits (B5)
☐ Inundation Visible on Aerial Imagery (B7)
☐ Sparsely Vegetated Concave Surface (B8)
☐ Water-Stained Leaves (B9)
- ☐ Aquatic Fauna (B13)
☐ True Aquatic Plants (B14)
☐ Hydrogen Sulfide Odor (C1)
☐ Oxidized Rhizospheres on Living Roots (C3)
☐ Presence of Reduced Iron (C4)
☐ Recent Iron Reduction in Tilled Soils (C6)
☐ Thin Muck Surface (C7)
☐ Gauge or Well Data (D9)
☐ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ☒ Surface Soil Cracks (B6)
☐ Drainage Patterns (B10)
☐ Dry-Season Water Table (C2)
☐ Crayfish Burrows (C8)
☐ Saturation Visible on Aerial Imagery (C9)
☐ Stunted or Stressed Plants (D1)
☒ Geomorphic Position (D2)
☐ FAC-Neutral Test (D5)

Field Observations:

Surface water present? Yes ☐ No ☒ Depth (inches): _____
 Water table present? Yes ☐ No ☒ Depth (inches): _____
 Saturation present? Yes ☐ No ☒ Depth (inches): _____
 (includes capillary fringe)

Indicators of wetland hydrology present? Y

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Aerial review conducted, see Appendix C.

WETLAND DETERMINATION DATA FORM - Midwest Region

Project/Site Rosemount Industrial City/County: Rosemount/Dakota Co Sampling Date: 08/16/2022
 Applicant/Owner: Scannell Properties, LLC State: MN Sampling Point: SP-3
 Investigator(s): C. Baumgartner, M. Humphrey Section, Township, Range: SEC 26, T115N, R19W
 Landform (hillslope, terrace, etc.): Depression Local relief (concave, convex, none): Concave
 Slope (%): 0 Lat: 44.744519 Long: -93.065531 Datum: WGS 1984
 Soil Map Unit Name Colo silt loam, occasionally flooded NWI Classification: N/A

Are climatic/hydrologic conditions of the site typical for this time of the year? N (If no, explain in remarks)

Are vegetation X, soil _____, or hydrology _____ significantly disturbed? Are "normal circumstances" _____

Are vegetation _____, soil _____, or hydrology _____ naturally problematic? present? No

SUMMARY OF FINDINGS

(If needed, explain any answers in remarks.)

Hydrophytic vegetation present? <u>N</u>	Is the sampled area within a wetland? <u>N</u> If yes, optional wetland site ID: _____
Hydric soil present? <u>N</u>	
Indicators of wetland hydrology present? <u>N</u>	

Remarks: (Explain alternative procedures here or in a separate report.)

SP located in a low spot dominated by grass in a soybean field. Based on the antecedent precipitation review, the 90 days prior to field review were drier than normal.

VEGETATION -- Use scientific names of plants.

Tree Stratum	(Plot size: <u>30'</u>)	Absolute % Cover	Dominant Species	Indicator Status	Dominance Test Worksheet Number of Dominant Species that are OBL, FACW, or FAC: <u>0</u> (A) Total Number of Dominant Species Across all Strata: <u>1</u> (B) Percent of Dominant Species that are OBL, FACW, or FAC: <u>0.00%</u> (A/B)
1					
2					
3					
4					
5					
		<u>0</u>	= Total Cover		
Sapling/Shrub stratum	(Plot size: <u>15'</u>)				Prevalence Index Worksheet Total % Cover of: OBL species <u>0</u> x 1 = <u>0</u> FACW species <u>0</u> x 2 = <u>0</u> FAC species <u>0</u> x 3 = <u>0</u> FACU species <u>2</u> x 4 = <u>8</u> UPL species <u>90</u> x 5 = <u>450</u> Column totals <u>92</u> (A) <u>458</u> (B) Prevalence Index = B/A = <u>4.98</u>
1					
2					
3					
4					
5					
		<u>0</u>	= Total Cover		
Herb stratum	(Plot size: <u>5'</u>)				
1	<u>Setaria viridis</u>	<u>90</u>	<u>Y</u>	<u>UPL</u>	
2	<u>Abutilon theophrasti</u>	<u>2</u>	<u>N</u>	<u>FACU</u>	
3					
4					
5					
6					
7					
8					
9					
10					
		<u>92</u>	= Total Cover		
Woody vine stratum	(Plot size: <u>30'</u>)				
1					
2					
		<u>0</u>	= Total Cover		

Hydrophytic Vegetation Indicators:

____ Rapid test for hydrophytic vegetation

____ Dominance test is >50%

____ Prevalence index is ≤3.0*

____ Morphological adaptations* (provide supporting data in Remarks or on a separate sheet)

____ Problematic hydrophytic vegetation* (explain)

*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Hydrophytic

vegetation

present?

N

Remarks: (Include photo numbers here or on a separate sheet)

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type*	Loc**		
0-21	10 YR 2/1	100					Silt loam	

*Type: C = Concentration, D = Depletion, RM = Reduced Matrix, MS = Masked Sand Grains. **Location: PL = Pore Lining, M = Matrix

Hydric Soil Indicators:

- | | |
|--|---|
| ☐ Histisol (A1) | ☐ Sandy Redox (S5) |
| ☐ Histic Epipedon (A2) | ☐ Stripped Matrix (S6) |
| ☐ Black Histic (A3) | ☐ Loamy Mucky Mineral (F1) |
| ☐ Hydrogen Sulfide (A4) | ☐ Loamy Gleyed Matrix (F2) |
| ☐ Stratified Layers (A5) | ☐ Depleted Matrix (F3) |
| ☐ 2 cm Muck (A10) | ☐ Redox Dark Surface (F6) |
| ☐ Depleted Below Dark Surface (A11) | ☐ Depleted Dark Surface (F7) |
| ☐ Thick Dark Surface (A12) | ☐ Redox Depressions (F8) |
| ☐ Sandy Mucky Mineral (S1) | |
| ☐ 5 cm Mucky Peat or Peat (S3) | |

Indicators for Problematic Hydric Soils:

- | |
|--|
| ☐ Coast Prairie Redox (A16) (LRR K, L, R) |
| ☐ Dark Surface (S7) (LRR K, L) |
| ☐ Iron-Manganese Masses (F12) (LRR K, L, R) |
| ☐ Very Shallow Dark Surface (TF12) |
| ☐ Other (explain in remarks) |

*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):

Type: _____
Depth (inches): _____

Hydric soil present? N

Remarks:

Non-hydric soils assumed due to lack of hydrophytic vegetation and hydrology indicators.

HYDROLOGY**Wetland Hydrology Indicators:**Primary Indicators (minimum of one is required; check all that apply)

- | | |
|--|---|
| ☐ Surface Water (A1) | ☐ Aquatic Fauna (B13) |
| ☐ High Water Table (A2) | ☐ True Aquatic Plants (B14) |
| ☐ Saturation (A3) | ☐ Hydrogen Sulfide Odor (C1) |
| ☐ Water Marks (B1) | ☐ Oxidized Rhizospheres on Living Roots (C3) |
| ☐ Sediment Deposits (B2) | ☐ Presence of Reduced Iron (C4) |
| ☐ Drift Deposits (B3) | ☐ Recent Iron Reduction in Tilled Soils (C6) |
| ☐ Algal Mat or Crust (B4) | ☐ Thin Muck Surface (C7) |
| ☐ Iron Deposits (B5) | ☐ Gauge or Well Data (D9) |
| ☐ Inundation Visible on Aerial Imagery (B7) | ☐ Other (Explain in Remarks) |
| ☐ Sparsely Vegetated Concave Surface (B8) | |
| ☐ Water-Stained Leaves (B9) | |

Secondary Indicators (minimum of two required)

- | |
|--|
| ☐ Surface Soil Cracks (B6) |
| ☐ Drainage Patterns (B10) |
| ☐ Dry-Season Water Table (C2) |
| ☐ Crayfish Burrows (C8) |
| ☐ Saturation Visible on Aerial Imagery (C9) |
| ☐ Stunted or Stressed Plants (D1) |
| ☒ Geomorphic Position (D2) |
| ☐ FAC-Neutral Test (D5) |

Field Observations:

Surface water present?	Yes ☐	No ☒	Depth (inches): _____
Water table present?	Yes ☐	No ☒	Depth (inches): _____
Saturation present? (includes capillary fringe)	Yes ☐	No ☒	Depth (inches): _____

Indicators of wetland hydrology present? N

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Aerial review conducted, see Appendix C.

Project/Site	Rosemount Industrial	City/County:	Rosemount/Dakota Co	Sampling Date:	08/16/2022
Applicant/Owner:	Scannell Properties, LLC	State:	MN	Sampling Point:	SP-4
Investigator(s):	C. Baumgartner, M. Humphrey	Section, Township, Range:	SEC 26, T115N, R19W		
Landform (hillslope, terrace, etc.):	Depression	Local relief (concave, convex, none):	Concave		
Slope (%):	3	Lat:	44.739502	Long:	-93.066721
				Datum:	WGS 1984
Soil Map Unit Name	Waukegan silt loam, 1 to 6 percent slopes	NWI Classification:	N/A		

Are vegetation _____, soil _____, or hydrology _____ significantly disturbed? Are "normal circumstances" present? Yes

Are vegetation _____, soil _____, or hydrology _____ naturally problematic?

(If needed, explain any answers in remarks.)

Hydrophytic vegetation present?	<u> N </u>	Is the sampled area within a wetland? <u> N </u> If yes, optional wetland site ID: _____
Hydric soil present?	<u> N </u>	
Indicators of wetland hydrology present?	<u> N </u>	

SP located in a lowland meadow area adjacent to forest. Based on the antecedent precipitation review, the 90 days prior to field review were drier than normal.

Tree Stratum	(Plot size: 30')	Absolute % Cover	Dominant Species	Indicator Status
1				
2				
3				
4				
5				
		0	= Total Cover	

Sapling/Shrub stratum	(Plot size: 15')	Absolute % Cover	Dominant Species	Indicator Status
1				
2				
3				
4				
5				
		0	= Total Cover	

Herb stratum	(Plot size: 5')	Absolute % Cover	Dominant Species	Indicator Status
1	<i>Glechoma hederacea</i>	60	Y	FACU
2	<i>Setaria viridis</i>	20	Y	UPL
3	<i>Setaria verticillata</i>	5	N	FAC
4	<i>Panicum punctatum</i>	5	N	OBL
5	<i>Panicum maculosum</i>	2	N	FACW
6	<i>Echinochloa crus-galli</i>	2	N	FACW
7				
8				
9				
10				
		94	= Total Cover	

Woody vine stratum	(Plot size: 30')	Absolute % Cover	Dominant Species	Indicator Status
1				
2				
		0	= Total Cover	

Dominance Test Worksheet			
Number of Dominant Species that are OBL, FACW, or FAC: 0 (A)			
Total Number of Dominant Species Across all Strata: 2 (B)			
Percent of Dominant Species that are OBL, FACW, or FAC: 0.00% (A/B)			

Prevalence Index Worksheet			
Total % Cover of:			
OBL species	5	x 1 =	5
FACW species	4	x 2 =	8
FAC species	5	x 3 =	15
FACU species	60	x 4 =	240
UPL species	20	x 5 =	100
Column totals	94	(A)	368 (B)
Prevalence Index = B/A =			3.91

Hydrophytic Vegetation Indicators:	
☐	Rapid test for hydrophytic vegetation
☐	Dominance test is >50%
☐	Prevalence index is ≤3.0*
☐	Morphological adaptations* (provide supporting data in Remarks or on a separate sheet)
☐	Problematic hydrophytic vegetation* (explain)

*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Hydrophytic vegetation present?
N

Remarks: (Include photo numbers here or on a separate sheet)

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type*	Loc**		
0-28	10 YR 2/1	100					Loam	
28-30	10 YR 3/2	100					Loam	

*Type: C = Concentration, D = Depletion, RM = Reduced Matrix, MS = Masked Sand Grains. **Location: PL = Pore Lining, M = Matrix

Hydric Soil Indicators:

- ☐ Histisol (A1)
☐ Histic Epipedon (A2)
☐ Black Histic (A3)
☐ Hydrogen Sulfide (A4)
☐ Stratified Layers (A5)
☐ 2 cm Muck (A10)
☐ Depleted Below Dark Surface (A11)
☐ Thick Dark Surface (A12)
☐ Sandy Mucky Mineral (S1)
☐ 5 cm Mucky Peat or Peat (S3)
- ☐ Sandy Redox (S5)
☐ Stripped Matrix (S6)
☐ Loamy Mucky Mineral (F1)
☐ Loamy Gleyed Matrix (F2)
☐ Depleted Matrix (F3)
☐ Redox Dark Surface (F6)
☐ Depleted Dark Surface (F7)
☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils:

- ☐ Coast Prairie Redox (A16) (LRR K, L, R)
☐ Dark Surface (S7) (LRR K, L)
☐ Iron-Manganese Masses (F12) (LRR K, L, R)
☐ Very Shallow Dark Surface (TF12)
☐ Other (explain in remarks)

*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):

Type: _____
 Depth (inches): _____

Hydric soil present? N

Remarks:

HYDROLOGY**Wetland Hydrology Indicators:**

Primary Indicators (minimum of one is required; check all that apply)

- ☐ Surface Water (A1)
☐ High Water Table (A2)
☐ Saturation (A3)
☐ Water Marks (B1)
☐ Sediment Deposits (B2)
☐ Drift Deposits (B3)
☐ Algal Mat or Crust (B4)
☐ Iron Deposits (B5)
☐ Inundation Visible on Aerial Imagery (B7)
☐ Sparsely Vegetated Concave Surface (B8)
☐ Water-Stained Leaves (B9)
- ☐ Aquatic Fauna (B13)
☐ True Aquatic Plants (B14)
☐ Hydrogen Sulfide Odor (C1)
☐ Oxidized Rhizospheres on Living Roots (C3)
☐ Presence of Reduced Iron (C4)
☐ Recent Iron Reduction in Tilled Soils (C6)
☐ Thin Muck Surface (C7)
☐ Gauge or Well Data (D9)
☐ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ☐ Surface Soil Cracks (B6)
☐ Drainage Patterns (B10)
☐ Dry-Season Water Table (C2)
☐ Crayfish Burrows (C8)
☐ Saturation Visible on Aerial Imagery (C9)
☐ Stunted or Stressed Plants (D1)
☒ Geomorphic Position (D2)
☐ FAC-Neutral Test (D5)

Field Observations:

Surface water present? Yes ☐ No ☒ Depth (inches): _____
 Water table present? Yes ☐ No ☒ Depth (inches): _____
 Saturation present? Yes ☐ No ☒ Depth (inches): _____
 (includes capillary fringe)

Indicators of wetland hydrology present? N

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM - Midwest Region

Project/Site Rosemount Industrial City/County: Rosemount/Dakota Co Sampling Date: 08/16/2022
 Applicant/Owner: Scannell Properties, LLC State: MN Sampling Point: SP-5
 Investigator(s): C. Baumgartner, M. Humphrey Section, Township, Range: SEC 26, T115N, R19W
 Landform (hillslope, terrace, etc.): Depression Local relief (concave, convex, none): Concave
 Slope (%): 0 - 2 Lat: 44.739344 Long: -93.066766 Datum: WGS 1984
 Soil Map Unit Name Waukegan silt loam, 1 to 6 percent slopes NWI Classification: N/A

Are climatic/hydrologic conditions of the site typical for this time of the year? N (If no, explain in remarks)

Are vegetation , soil , or hydrology significantly disturbed?

Are "normal circumstances"

Are vegetation , soil , or hydrology naturally problematic?

present? Yes

SUMMARY OF FINDINGS

(If needed, explain any answers in remarks.)

Hydrophytic vegetation present?	<u>Y</u>	Is the sampled area within a wetland? <u>N</u> If yes, optional wetland site ID: <u> </u>
Hydric soil present?	<u>N</u>	
Indicators of wetland hydrology present?	<u>Y</u>	

Remarks: (Explain alternative procedures here or in a separate report.)

SP located in a depression in forested area. Based on the antecedent precipitation review, the 90 days prior to field review were drier than normal.

VEGETATION -- Use scientific names of plants.

Tree Stratum	(Plot size: <u>30'</u>)	Absolute % Cover	Dominant Species	Indicator Status
1	<u>Acer saccharinum</u>	<u>90</u>	<u>Y</u>	<u>FACW</u>
2	<u>Acer negundo</u>	<u>15</u>	<u>N</u>	<u>FAC</u>
3				
4				
5				
		<u>105</u>	= Total Cover	
Sapling/Shrub stratum	(Plot size: <u>15'</u>)			
1	<u>Acer negundo</u>	<u>10</u>	<u>Y</u>	<u>FAC</u>
2	<u>Fraxinus pennsylvanica</u>	<u>10</u>	<u>Y</u>	<u>FACW</u>
3				
4				
5				
		<u>20</u>	= Total Cover	
Herb stratum	(Plot size: <u>5'</u>)			
1	<u>Fraxinus pennsylvanica</u>	<u>10</u>	<u>Y</u>	<u>FACW</u>
2	<u>Acer negundo</u>	<u>10</u>	<u>Y</u>	<u>FAC</u>
3	<u>Acer saccharinum</u>	<u>10</u>	<u>Y</u>	<u>FACW</u>
4	<u>Rhamnus cathartica</u>	<u>10</u>	<u>Y</u>	<u>FAC</u>
5	<u>Pilea fontana</u>	<u>10</u>	<u>Y</u>	<u>FACW</u>
6				
7				
8				
9				
10				
		<u>50</u>	= Total Cover	
Woody vine stratum	(Plot size: <u>30'</u>)			
1				
2				
		<u>0</u>	= Total Cover	

Dominance Test Worksheet

Number of Dominant Species that are OBL, FACW, or FAC: 8 (A)

Total Number of Dominant Species Across all Strata: 8 (B)

Percent of Dominant Species that are OBL, FACW, or FAC: 100.00% (A/B)

Prevalence Index Worksheet

Total % Cover of:

OBL species	<u>0</u>	x 1 =	<u>0</u>
FACW species	<u>130</u>	x 2 =	<u>260</u>
FAC species	<u>45</u>	x 3 =	<u>135</u>
FACU species	<u>0</u>	x 4 =	<u>0</u>
UPL species	<u>0</u>	x 5 =	<u>0</u>
Column totals	<u>175</u>	(A)	<u>395</u> (B)

Prevalence Index = B/A = 2.26

Hydrophytic Vegetation Indicators:

 Rapid test for hydrophytic vegetation

X Dominance test is >50%

X Prevalence index is ≤3.0*

 Morphological adaptations* (provide supporting data in Remarks or on a separate sheet)

 Problematic hydrophytic vegetation* (explain)

*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Hydrophytic vegetation present?

Y

Remarks: (Include photo numbers here or on a separate sheet)

SP located on edge of sparse area and densely vegetated area

SOIL

Sampling Point: SP-5

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type*	Loc**		
0-12	10 YR 2/1	100					Loam	
12-28	10 YR 3/2	98	10 YR 3/6	2	C	M	Loam	

*Type: C = Concentration, D = Depletion, RM = Reduced Matrix, MS = Masked Sand Grains. **Location: PL = Pore Lining, M = Matrix

Hydric Soil Indicators:

- ☐ Histisol (A1)
☐ Histic Epipedon (A2)
☐ Black Histic (A3)
☐ Hydrogen Sulfide (A4)
☐ Stratified Layers (A5)
☐ 2 cm Muck (A10)
☐ Depleted Below Dark Surface (A11)
☐ Thick Dark Surface (A12)
☐ Sandy Mucky Mineral (S1)
☐ 5 cm Mucky Peat or Peat (S3)
- ☐ Sandy Redox (S5)
☐ Stripped Matrix (S6)
☐ Loamy Mucky Mineral (F1)
☐ Loamy Gleyed Matrix (F2)
☐ Depleted Matrix (F3)
☐ Redox Dark Surface (F6)
☐ Depleted Dark Surface (F7)
☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils:

- ☐ Coast Prairie Redox (A16) (LRR K, L, R)
☐ Dark Surface (S7) (LRR K, L)
☐ Iron-Manganese Masses (F12) (LRR K, L, R)
☐ Very Shallow Dark Surface (TF12)
☐ Other (explain in remarks)

*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):

Type: _____
 Depth (inches): _____

Hydric soil present? N

Remarks:

HYDROLOGY**Wetland Hydrology Indicators:**Primary Indicators (minimum of one is required; check all that apply)

- ☐ Surface Water (A1)
☐ High Water Table (A2)
☐ Saturation (A3)
☒ Water Marks (B1)
☐ Sediment Deposits (B2)
☐ Drift Deposits (B3)
☐ Algal Mat or Crust (B4)
☐ Iron Deposits (B5)
☐ Inundation Visible on Aerial Imagery (B7)
☐ Sparsely Vegetated Concave Surface (B8)
☒ Water-Stained Leaves (B9)
- ☐ Aquatic Fauna (B13)
☐ True Aquatic Plants (B14)
☐ Hydrogen Sulfide Odor (C1)
☐ Oxidized Rhizospheres on Living Roots (C3)
☐ Presence of Reduced Iron (C4)
☐ Recent Iron Reduction in Tilled Soils (C6)
☐ Thin Muck Surface (C7)
☐ Gauge or Well Data (D9)
☐ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ☐ Surface Soil Cracks (B6)
☐ Drainage Patterns (B10)
☐ Dry-Season Water Table (C2)
☐ Crayfish Burrows (C8)
☐ Saturation Visible on Aerial Imagery (C9)
☐ Stunted or Stressed Plants (D1)
☒ Geomorphic Position (D2)
☐ FAC-Neutral Test (D5)

Field Observations:

Surface water present? Yes ☐ No ☒ Depth (inches): _____
 Water table present? Yes ☐ No ☒ Depth (inches): _____
 Saturation present? Yes ☐ No ☒ Depth (inches): _____
 (includes capillary fringe)

Indicators of wetland hydrology present? Y

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM - Midwest Region

Project/Site Rosemount Industrial City/County: Rosemount/Dakota Co Sampling Date: 08/16/2022
 Applicant/Owner: Scannell Properties, LLC State: MN Sampling Point: SP-6
 Investigator(s): C. Baumgartner, M. Humphrey Section, Township, Range: SEC 26, T115N, R19W
 Landform (hillslope, terrace, etc.): Swale Local relief (concave, convex, none): Concave
 Slope (%): 0 Lat: 44.73915 Long: -93.064936 Datum: WGS 1984
 Soil Map Unit Name Wadena loam, 2 to 6 percent slopes NWI Classification: N/A

Are climatic/hydrologic conditions of the site typical for this time of the year? N (If no, explain in remarks)
 Are vegetation , soil , or hydrology significantly disturbed? Are "normal circumstances" present? Yes
 Are vegetation , soil , or hydrology naturally problematic?

SUMMARY OF FINDINGS (If needed, explain any answers in remarks.)

Hydrophytic vegetation present?	<u>Y</u>	Is the sampled area within a wetland? <u>Y</u> If yes, optional wetland site ID: <u> </u>
Hydric soil present?	<u>Y</u>	
Indicators of wetland hydrology present?	<u>Y</u>	

Remarks: (Explain alternative procedures here or in a separate report.)
SP located in a grassy ditch/swale along the roadside. Based on the antecedent precipitation review, the 90 days prior to field review were drier than normal.

VEGETATION -- Use scientific names of plants.

Tree Stratum	(Plot size: <u>30'</u>)	Absolute % Cover	Dominant Species	Indicator Status	Dominance Test Worksheet Number of Dominant Species that are OBL, FACW, or FAC: <u>2</u> (A) Total Number of Dominant Species Across all Strata: <u>2</u> (B) Percent of Dominant Species that are OBL, FACW, or FAC: <u>100.00%</u> (A/B)
1					
2					
3					
4					
5					Prevalence Index Worksheet Total % Cover of: OBL species <u>30</u> x 1 = <u>30</u> FACW species <u>95</u> x 2 = <u>190</u> FAC species <u>0</u> x 3 = <u>0</u> FACU species <u>0</u> x 4 = <u>0</u> UPL species <u>0</u> x 5 = <u>0</u> Column totals <u>125</u> (A) <u>220</u> (B) Prevalence Index = B/A = <u>1.76</u>
		<u>0</u>	= Total Cover		
Sapling/Shrub stratum	(Plot size: <u>15'</u>)				
1					
2					
3					
4					
5					
		<u>0</u>	= Total Cover		
Herb stratum	(Plot size: <u>5'</u>)				Hydrophytic Vegetation Indicators: ☒ Rapid test for hydrophytic vegetation ☒ Dominance test is >50% ☒ Prevalence index is ≤3.0* Morphological adaptations* (provide supporting data in Remarks or on a separate sheet) Problematic hydrophytic vegetation* (explain) *Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic
1	<u>Phalaris arundinacea</u>	<u>95</u>	<u>Y</u>	<u>FACW</u>	
2	<u>Scirpus atrovirens</u>	<u>25</u>	<u>Y</u>	<u>OBL</u>	
3	<u>Typha angustifolia</u>	<u>5</u>	<u>N</u>	<u>OBL</u>	
4					
5					
6					
7					
8					
9					
10					
		<u>125</u>	= Total Cover		
Woody vine stratum	(Plot size: <u>30'</u>)				Hydrophytic vegetation present? <u>Y</u>
1					
2					
		<u>0</u>	= Total Cover		

Remarks: (Include photo numbers here or on a separate sheet)

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type*	Loc**		
0-12	10 YR 3/1	98	7.5 YR 4/4	2	C	M	Loam	

*Type: C = Concentration, D = Depletion, RM = Reduced Matrix, MS = Masked Sand Grains. **Location: PL = Pore Lining, M = Matrix

Hydric Soil Indicators:

- ☐ Histisol (A1)
☐ Histic Epipedon (A2)
☐ Black Histic (A3)
☐ Hydrogen Sulfide (A4)
☐ Stratified Layers (A5)
☐ 2 cm Muck (A10)
☐ Depleted Below Dark Surface (A11)
☐ Thick Dark Surface (A12)
☐ Sandy Mucky Mineral (S1)
☐ 5 cm Mucky Peat or Peat (S3)
- ☐ Sandy Redox (S5)
☐ Stripped Matrix (S6)
☐ Loamy Mucky Mineral (F1)
☐ Loamy Gleyed Matrix (F2)
☐ Depleted Matrix (F3)
☒ Redox Dark Surface (F6)
☐ Depleted Dark Surface (F7)
☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils:

- ☐ Coast Prairie Redox (A16) (LRR K, L, R)
☐ Dark Surface (S7) (LRR K, L)
☐ Iron-Manganese Masses (F12) (LRR K, L, R)
☐ Very Shallow Dark Surface (TF12)
☐ Other (explain in remarks)

*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):

Type: _____
 Depth (inches): _____

Hydric soil present? Y

Remarks:

Soil pit only taken to 12 inches due to potential underground utilities in ROW.

HYDROLOGY**Wetland Hydrology Indicators:**Primary Indicators (minimum of one is required; check all that apply)

- ☐ Surface Water (A1)
☐ High Water Table (A2)
☐ Saturation (A3)
☐ Water Marks (B1)
☐ Sediment Deposits (B2)
☐ Drift Deposits (B3)
☐ Algal Mat or Crust (B4)
☐ Iron Deposits (B5)
☐ Inundation Visible on Aerial Imagery (B7)
☐ Sparsely Vegetated Concave Surface (B8)
☐ Water-Stained Leaves (B9)
- ☐ Aquatic Fauna (B13)
☐ True Aquatic Plants (B14)
☐ Hydrogen Sulfide Odor (C1)
☐ Oxidized Rhizospheres on Living Roots (C3)
☐ Presence of Reduced Iron (C4)
☐ Recent Iron Reduction in Tilled Soils (C6)
☐ Thin Muck Surface (C7)
☐ Gauge or Well Data (D9)
☐ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ☐ Surface Soil Cracks (B6)
☐ Drainage Patterns (B10)
☐ Dry-Season Water Table (C2)
☐ Crayfish Burrows (C8)
☐ Saturation Visible on Aerial Imagery (C9)
☐ Stunted or Stressed Plants (D1)
☒ Geomorphic Position (D2)
☒ FAC-Neutral Test (D5)

Field Observations:

Surface water present? Yes ☐ No ☒ Depth (inches): _____
 Water table present? Yes ☐ No ☒ Depth (inches): _____
 Saturation present? Yes ☐ No ☒ Depth (inches): _____
 (includes capillary fringe)

Indicators of wetland hydrology present? Y

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Project/Site	Rosemount Industrial	City/County:	Rosemount/Dakota Co	Sampling Date:	08/16/2022
Applicant/Owner:	Scannell Properties, LLC	State:	MN	Sampling Point:	SP-7
Investigator(s):	C. Baumgartner, M. Humphrey	Section, Township, Range:	SEC 26, T115N, R19W		
Landform (hillslope, terrace, etc.):	Hillslope	Local relief (concave, convex, none):	None		
Slope (%):	5	Lat:	44.73918	Long:	-93.064922
				Datum:	WGS 1984
Soil Map Unit Name	Wadena loam, 2 to 6 percent slopes	NWI Classification:	N/A		

Are vegetation _____, soil _____, or hydrology _____ significantly disturbed? Are "normal circumstances" present? Yes

Are vegetation _____, soil _____, or hydrology _____ naturally problematic? Yes

(If needed, explain any answers in remarks.)

Hydrophytic vegetation present?	<u> N </u>	Is the sampled area within a wetland? <u> N </u> If yes, optional wetland site ID: _____
Hydric soil present?	<u> N </u>	
Indicators of wetland hydrology present?	<u> N </u>	

SP located on slope approximately 2 ft upslope from SP-6. Based on the antecedent precipitation review, the 90 days prior to field review were drier than normal.

<u>Tree Stratum</u>	(Plot size: <u>30'</u>)	Absolute % Cover	Dominant Species	Indicator Status
1				
2				
3				
4				
5				
		<u>0</u>	= Total Cover	
<u>Sapling/Shrub stratum</u>	(Plot size: <u>15'</u>)			
1				
2				
3				
4				
5				
		<u>0</u>	= Total Cover	
<u>Herb stratum</u>	(Plot size: <u>5'</u>)			
1 <i>Bromus inermis</i>		<u>95</u>	<u>Y</u>	<u>FACU</u>
2 <i>Cirsium discolor</i>		<u>5</u>	<u>N</u>	<u>FACU</u>
3				
4				
5				
6				
7				
8				
9				
10				
		<u>100</u>	= Total Cover	
<u>Woody vine stratum</u>	(Plot size: <u>30'</u>)			
1				
2				
		<u>0</u>	= Total Cover	

Dominance Test Worksheet			
Number of Dominant Species that are OBL, FACW, or FAC: <u>0</u> (A)			
Total Number of Dominant Species Across all Strata: <u>1</u> (B)			
Percent of Dominant Species that are OBL, FACW, or FAC: <u>0.00%</u> (A/B)			
Prevalence Index Worksheet			
Total % Cover of:			
OBL species	<u>0</u>	x 1 =	<u>0</u>
FACW species	<u>0</u>	x 2 =	<u>0</u>
FAC species	<u>0</u>	x 3 =	<u>0</u>
FACU species	<u>100</u>	x 4 =	<u>400</u>
UPL species	<u>0</u>	x 5 =	<u>0</u>
Column totals	<u>100</u>	(A)	<u>400</u> (B)
Prevalence Index = B/A =			<u>4.00</u>
Hydrophytic Vegetation Indicators:			
<u> </u> Rapid test for hydrophytic vegetation			
<u> </u> Dominance test is >50%			
<u> </u> Prevalence index is ≤3.0*			
<u> </u> Morphological adaptations* (provide supporting data in Remarks or on a separate sheet)			
<u> </u> Problematic hydrophytic vegetation* (explain)			
*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic			
Hydrophytic vegetation present?			
			<u>N</u>

Remarks: (Include photo numbers here or on a separate sheet)

SOIL

Sampling Point: SP-7

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type*	Loc**		

*Type: C = Concentration, D = Depletion, RM = Reduced Matrix, MS = Masked Sand Grains. **Location: PL = Pore Lining, M = Matrix

Hydric Soil Indicators:

- ☐ Histisol (A1)
☐ Histic Epipedon (A2)
☐ Black Histic (A3)
☐ Hydrogen Sulfide (A4)
☐ Stratified Layers (A5)
☐ 2 cm Muck (A10)
☐ Depleted Below Dark Surface (A11)
☐ Thick Dark Surface (A12)
☐ Sandy Mucky Mineral (S1)
☐ 5 cm Mucky Peat or Peat (S3)
- ☐ Sandy Redox (S5)
☐ Stripped Matrix (S6)
☐ Loamy Mucky Mineral (F1)
☐ Loamy Gleyed Matrix (F2)
☐ Depleted Matrix (F3)
☐ Redox Dark Surface (F6)
☐ Depleted Dark Surface (F7)
☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils:

- ☐ Coast Prairie Redox (A16) (LRR K, L, R)
☐ Dark Surface (S7) (LRR K, L)
☐ Iron-Manganese Masses (F12) (LRR K, L, R)
☐ Very Shallow Dark Surface (TF12)
☐ Other (explain in remarks)

*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):

Type: _____
 Depth (inches): _____

Hydric soil present? N

Remarks:

Assumed non-hydric soils - potential underground utilities located in ROW.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ☐ Surface Water (A1)
☐ High Water Table (A2)
☐ Saturation (A3)
☐ Water Marks (B1)
☐ Sediment Deposits (B2)
☐ Drift Deposits (B3)
☐ Algal Mat or Crust (B4)
☐ Iron Deposits (B5)
☐ Inundation Visible on Aerial Imagery (B7)
☐ Sparsely Vegetated Concave Surface (B8)
☐ Water-Stained Leaves (B9)
- ☐ Aquatic Fauna (B13)
☐ True Aquatic Plants (B14)
☐ Hydrogen Sulfide Odor (C1)
☐ Oxidized Rhizospheres on Living Roots (C3)
☐ Presence of Reduced Iron (C4)
☐ Recent Iron Reduction in Tilled Soils (C6)
☐ Thin Muck Surface (C7)
☐ Gauge or Well Data (D9)
☐ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ☐ Surface Soil Cracks (B6)
☐ Drainage Patterns (B10)
☐ Dry-Season Water Table (C2)
☐ Crayfish Burrows (C8)
☐ Saturation Visible on Aerial Imagery (C9)
☐ Stunted or Stressed Plants (D1)
☐ Geomorphic Position (D2)
☐ FAC-Neutral Test (D5)

Field Observations:

Surface water present? Yes ☐ No ☒ Depth (inches): _____
 Water table present? Yes ☐ No ☒ Depth (inches): _____
 Saturation present? Yes ☐ No ☒ Depth (inches): _____
 (includes capillary fringe)

Indicators of wetland hydrology present? N

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM - Midwest Region

Project/Site Rosemount Industrial City/County: Rosemount/Dakota Co Sampling Date: 11/3/2022
 Applicant/Owner: Scannell Properties, LLC State: MN Sampling Point: SP-8
 Investigator(s): C. Kiernan, K. Leet-Otley Section, Township, Range: SEC 26, T115N, R19W
 Landform (hillslope, terrace, etc.): Toeslope Local relief (concave, convex, none): Concave
 Slope (%): 2 Lat: 44.7445363 Long: -93.0573029 Datum: WGS 1984
 Soil Map Unit Name Colo silt loam, occasionally flooded NWI Classification: N/A

Are climatic/hydrologic conditions of the site typical for this time of the year? N (If no, explain in remarks)

Are vegetation , soil , or hydrology significantly disturbed?

Are "normal circumstances"

Are vegetation , soil , or hydrology naturally problematic?

present? Yes

SUMMARY OF FINDINGS

(If needed, explain any answers in remarks.)

Hydrophytic vegetation present?	<u>Y</u>	Is the sampled area within a wetland? <u>Y</u> If yes, optional wetland site ID: <u> </u>
Hydric soil present?	<u>Y</u>	
Indicators of wetland hydrology present?	<u>Y</u>	

Remarks: (Explain alternative procedures here or in a separate report.)

SP located in a toeslope on the edge of a mapped NWI. Based on the antecedent precipitation review, the 90 days prior to field review were drier than normal.

VEGETATION -- Use scientific names of plants.

Tree Stratum	(Plot size: <u>30'</u>)	Absolute % Cover	Dominant Species	Indicator Status
1	<u>Acer saccharinum</u>	<u>20</u>	<u>Y</u>	<u>FACW</u>
2	<u>Ulmus americana</u>	<u>10</u>	<u>Y</u>	<u>FACW</u>
3				
4				
5				
		<u>30</u>	= Total Cover	
Sapling/Shrub stratum	(Plot size: <u>15'</u>)			
1	<u>Cornus racemosa</u>	<u>10</u>	<u>Y</u>	<u>FAC</u>
2	<u>Rhamnus cathartica</u>	<u>5</u>	<u>Y</u>	<u>FAC</u>
3				
4				
5				
		<u>15</u>	= Total Cover	
Herb stratum	(Plot size: <u>5'</u>)			
1	<u>Phalaris arundinacea</u>	<u>80</u>	<u>Y</u>	<u>FACW</u>
2	<u>Solidago canadensis</u>	<u>10</u>	<u>N</u>	<u>FACU</u>
3				
4				
5				
6				
7				
8				
9				
10				
		<u>90</u>	= Total Cover	
Woody vine stratum	(Plot size: <u>30'</u>)			
1				
2				
		<u>0</u>	= Total Cover	

Dominance Test Worksheet

Number of Dominant Species that are OBL, FACW, or FAC: 5 (A)

Total Number of Dominant Species Across all Strata: 5 (B)

Percent of Dominant Species that are OBL, FACW, or FAC: 100.00% (A/B)

Prevalence Index Worksheet

Total % Cover of:

OBL species	<u>0</u>	x 1 =	<u>0</u>
FACW species	<u>110</u>	x 2 =	<u>220</u>
FAC species	<u>15</u>	x 3 =	<u>45</u>
FACU species	<u>10</u>	x 4 =	<u>40</u>
UPL species	<u>0</u>	x 5 =	<u>0</u>
Column totals	<u>135</u> (A)		<u>305</u> (B)

Prevalence Index = B/A = 2.26

Hydrophytic Vegetation Indicators:

 Rapid test for hydrophytic vegetation

X Dominance test is >50%

X Prevalence index is ≤3.0*

 Morphological adaptations* (provide supporting data in Remarks or on a separate sheet)

 Problematic hydrophytic vegetation* (explain)

*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Hydrophytic vegetation present?

Y

Remarks: (Include photo numbers here or on a separate sheet)

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type*	Loc**		
0-12	10 YR 3/1	98	7.5 YR 4/4	2	C	M	Loam	
12-34	10 YR 2/1	100					Loam	
34-40	2.5 Y 5/2	95	10 YR 5/8	5	C	M	Clay loam	

*Type: C = Concentration, D = Depletion, RM = Reduced Matrix, MS = Masked Sand Grains. **Location: PL = Pore Lining, M = Matrix

Hydric Soil Indicators:

- ☐ Histisol (A1)
☐ Histic Epipedon (A2)
☐ Black Histic (A3)
☐ Hydrogen Sulfide (A4)
☐ Stratified Layers (A5)
☐ 2 cm Muck (A10)
☐ Depleted Below Dark Surface (A11)
☒ Thick Dark Surface (A12)
☐ Sandy Mucky Mineral (S1)
☐ 5 cm Mucky Peat or Peat (S3)
- ☐ Sandy Redox (S5)
☐ Stripped Matrix (S6)
☐ Loamy Mucky Mineral (F1)
☐ Loamy Gleyed Matrix (F2)
☐ Depleted Matrix (F3)
☒ Redox Dark Surface (F6)
☐ Depleted Dark Surface (F7)
☐ Redox Depressions (F8)

Indicators for Problematic Hydric Soils:

- ☐ Coast Prairie Redox (A16) (LRR K, L, R)
☐ Dark Surface (S7) (LRR K, L)
☐ Iron-Manganese Masses (F12) (LRR K, L, R)
☐ Very Shallow Dark Surface (TF12)
☐ Other (explain in remarks)

*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):

Type: _____
 Depth (inches): _____

Hydric soil present? Y

Remarks:

HYDROLOGY**Wetland Hydrology Indicators:**

Primary Indicators (minimum of one is required; check all that apply)

- ☐ Surface Water (A1)
☐ High Water Table (A2)
☐ Saturation (A3)
☐ Water Marks (B1)
☐ Sediment Deposits (B2)
☐ Drift Deposits (B3)
☐ Algal Mat or Crust (B4)
☐ Iron Deposits (B5)
☐ Inundation Visible on Aerial Imagery (B7)
☐ Sparsely Vegetated Concave Surface (B8)
☐ Water-Stained Leaves (B9)
- ☐ Aquatic Fauna (B13)
☐ True Aquatic Plants (B14)
☐ Hydrogen Sulfide Odor (C1)
☐ Oxidized Rhizospheres on Living Roots (C3)
☐ Presence of Reduced Iron (C4)
☐ Recent Iron Reduction in Tilled Soils (C6)
☐ Thin Muck Surface (C7)
☐ Gauge or Well Data (D9)
☐ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ☐ Surface Soil Cracks (B6)
☐ Drainage Patterns (B10)
☐ Dry-Season Water Table (C2)
☐ Crayfish Burrows (C8)
☐ Saturation Visible on Aerial Imagery (C9)
☐ Stunted or Stressed Plants (D1)
☒ Geomorphic Position (D2)
☒ FAC-Neutral Test (D5)

Field Observations:

Surface water present? Yes ☐ No ☒ Depth (inches): _____
 Water table present? Yes ☐ No ☒ Depth (inches): _____
 Saturation present? Yes ☐ No ☒ Depth (inches): _____
 (includes capillary fringe)

Indicators of wetland hydrology present? Y

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM - Midwest Region

Project/Site Rosemount Industrial City/County: Rosemount/Dakota Co Sampling Date: 5/3/2023
 Applicant/Owner: Scannell Properties, LLC State: MN Sampling Point: SP-9
 Investigator(s): C. Kiernan, K. Leet-Otley Section, Township, Range: SEC 26, T115N, R19W
 Landform (hillslope, terrace, etc.): Foothlope Local relief (concave, convex, none): Concave
 Slope (%): 2 Lat: -44.7445981 Long: 93.0574357 Datum: WGS 1984
 Soil Map Unit Name Colo silt loam, occasionally flooded NWI Classification: N/A

Are climatic/hydrologic conditions of the site typical for this time of the year? Y (If no, explain in remarks)
 Are vegetation , soil , or hydrology significantly disturbed? Are "normal circumstances" present? Yes
 Are vegetation , soil , or hydrology naturally problematic? present? Yes

SUMMARY OF FINDINGS (If needed, explain any answers in remarks.)

Hydrophytic vegetation present? <u>Y</u>	Is the sampled area within a wetland? <u>Y</u> If yes, optional wetland site ID: <u> </u>
Hydric soil present? <u>Y</u>	
Indicators of wetland hydrology present? <u>Y</u>	

Remarks: (Explain alternative procedures here or in a separate report.)
SP located on a slight foothlope on the edge of a mapped NWI.

VEGETATION -- Use scientific names of plants.

Tree Stratum (Plot size: <u>30'</u>)	Absolute % Cover	Dominant Species	Indicator Status	Dominance Test Worksheet Number of Dominant Species that are OBL, FACW, or FAC: <u>3</u> (A) Total Number of Dominant Species Across all Strata: <u>5</u> (B) Percent of Dominant Species that are OBL, FACW, or FAC: <u>60.00%</u> (A/B)
1 <u>Acer saccharinum</u>	<u>25</u>	<u>Y</u>	<u>FACW</u>	
2 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
3 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
4 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
5 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
<u>25</u> = Total Cover				
Sapling/Shrub stratum (Plot size: <u>15'</u>)	Absolute % Cover	Dominant Species	Indicator Status	Prevalence Index Worksheet Total % Cover of: OBL species <u>0</u> x 1 = <u>0</u> FACW species <u>40</u> x 2 = <u>80</u> FAC species <u>10</u> x 3 = <u>30</u> FACU species <u>27</u> x 4 = <u>108</u> UPL species <u>0</u> x 5 = <u>0</u> Column totals <u>77</u> (A) <u>218</u> (B) Prevalence Index = B/A = <u>2.83</u>
1 <u>Salix interior</u>	<u>15</u>	<u>Y</u>	<u>FACW</u>	
2 <u>Rhamnus cathartica</u>	<u>10</u>	<u>Y</u>	<u>FAC</u>	
3 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
4 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
5 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
<u>25</u> = Total Cover				
Herb stratum (Plot size: <u>5'</u>)	Absolute % Cover	Dominant Species	Indicator Status	Hydrophytic Vegetation Indicators: <u> </u> Rapid test for hydrophytic vegetation <u>X</u> Dominance test is >50% <u>X</u> Prevalence index is ≤3.0* <u> </u> Morphological adaptations* (provide supporting data in Remarks or on a separate sheet) <u> </u> Problematic hydrophytic vegetation* (explain) *Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic
1 <u>Solidago canadensis</u>	<u>15</u>	<u>Y</u>	<u>FACU</u>	
2 <u>Cirsium arvense</u>	<u>10</u>	<u>Y</u>	<u>FACU</u>	
3 <u>Carduus nutans</u>	<u>2</u>	<u>N</u>	<u>FACU</u>	
4 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
5 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
6 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
7 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
8 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
9 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
10 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
<u>27</u> = Total Cover				
Woody vine stratum (Plot size: <u>30'</u>)	Absolute % Cover	Dominant Species	Indicator Status	Hydrophytic vegetation present? <u>Y</u>
1 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
2 <u> </u>	<u> </u>	<u> </u>	<u> </u>	
<u>0</u> = Total Cover				

Remarks: (Include photo numbers here or on a separate sheet)

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type*	Loc**		
0-8	10 YR 3/1	98	7.5 YR 4/4	2	C	M	Loam	
8-14	10 YR 3/1	100					Loam	
14-24	10 YR 2/1	100					Loam	

*Type: C = Concentration, D = Depletion, RM = Reduced Matrix, MS = Masked Sand Grains. **Location: PL = Pore Lining, M = Matrix

Hydric Soil Indicators:

- | | |
|--|---|
| ☐ Histisol (A1) | ☐ Sandy Gleyed Matrix (S4) |
| ☐ Histic Epipedon (A2) | ☐ Sandy Redox (S5) |
| ☐ Black Histic (A3) | ☐ Stripped Matrix (S6) |
| ☐ Hydrogen Sulfide (A4) | ☐ Loamy Mucky Mineral (F1) |
| ☐ Stratified Layers (A5) | ☐ Loamy Gleyed Matrix (F2) |
| ☐ 2 cm Muck (A10) | ☐ Depleted Matrix (F3) |
| ☐ Depleted Below Dark Surface (A11) | ☒ Redox Dark Surface (F6) |
| ☐ Thick Dark Surface (A12) | ☐ Depleted Dark Surface (F7) |
| ☐ Sandy Mucky Mineral (S1) | ☐ Redox Depressions (F8) |
| ☐ 5 cm Mucky Peat or Peat (S3) | |

Indicators for Problematic Hydric Soils:

- | |
|--|
| ☐ Coast Prairie Redox (A16) (LRR K, L, R) |
| ☐ Dark Surface (S7) (LRR K, L) |
| ☐ Iron-Manganese Masses (F12) (LRR K, L, R) |
| ☐ Very Shallow Dark Surface (TF12) |
| ☐ Other (explain in remarks) |

*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):

Type: _____
Depth (inches): _____

Hydric soil present? Y

Remarks:

HYDROLOGY**Wetland Hydrology Indicators:**

Primary Indicators (minimum of one is required; check all that apply)

- | | |
|--|---|
| ☐ Surface Water (A1) | ☐ Aquatic Fauna (B13) |
| ☐ High Water Table (A2) | ☐ True Aquatic Plants (B14) |
| ☒ Saturation (A3) | ☐ Hydrogen Sulfide Odor (C1) |
| ☐ Water Marks (B1) | ☐ Oxidized Rhizospheres on Living Roots (C3) |
| ☐ Sediment Deposits (B2) | ☐ Presence of Reduced Iron (C4) |
| ☐ Drift Deposits (B3) | ☐ Recent Iron Reduction in Tilled Soils (C6) |
| ☐ Algal Mat or Crust (B4) | ☐ Thin Muck Surface (C7) |
| ☐ Iron Deposits (B5) | ☐ Gauge or Well Data (D9) |
| ☐ Inundation Visible on Aerial Imagery (B7) | ☐ Other (Explain in Remarks) |
| ☐ Sparsely Vegetated Concave Surface (B8) | |
| ☐ Water-Stained Leaves (B9) | |

Secondary Indicators (minimum of two required)

- | |
|--|
| ☐ Surface Soil Cracks (B6) |
| ☐ Drainage Patterns (B10) |
| ☐ Dry-Season Water Table (C2) |
| ☐ Crayfish Burrows (C8) |
| ☐ Saturation Visible on Aerial Imagery (C9) |
| ☐ Stunted or Stressed Plants (D1) |
| ☒ Geomorphic Position (D2) |
| ☐ FAC-Neutral Test (D5) |

Field Observations:

Surface water present?	Yes ☐	No ☒	Depth (inches):	_____
Water table present?	Yes ☐	No ☒	Depth (inches):	_____
Saturation present? (includes capillary fringe)	Yes ☒	No ☐	Depth (inches):	<u>0</u>

Indicators of wetland hydrology present? Y

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Saturation present at the surface during site revisit.

WETLAND DETERMINATION DATA FORM - Midwest Region

Project/Site Rosemount Industrial City/County: Rosemount/Dakota Co Sampling Date: 11/3/2022
 Applicant/Owner: Scannell Properties, LLC State: MN Sampling Point: SP-10
 Investigator(s): Kiernan, Leet-Otley Section, Township, Range: SEC 26, T115N, R19W
 Landform (hillslope, terrace, etc.): Plain Local relief (concave, convex, none): None
 Slope (%): 2 Lat: 44.7448312 Long: -93.0555714 Datum: WGS 1984
 Soil Map Unit Name Colo silt loam, occasionally flooded NWI Classification: N/A

Are climatic/hydrologic conditions of the site typical for this time of the year? N (If no, explain in remarks)
 Are vegetation , soil , or hydrology significantly disturbed? Are "normal circumstances" present? Yes
 Are vegetation , soil , or hydrology naturally problematic?

SUMMARY OF FINDINGS (If needed, explain any answers in remarks.)

Hydrophytic vegetation present?	<u>Y</u>	Is the sampled area within a wetland? <u>N</u> If yes, optional wetland site ID: <u> </u>
Hydric soil present?	<u>N</u>	
Indicators of wetland hydrology present?	<u>N</u>	

Remarks: (Explain alternative procedures here or in a separate report.)
Forested plain upslope of mapped NWI. Based on the antecedent precipitation review, the 90 days prior to field review were drier than normal.

VEGETATION -- Use scientific names of plants.

Tree Stratum	(Plot size: <u>30'</u>)	Absolute % Cover	Dominant Species	Indicator Status	Dominance Test Worksheet Number of Dominant Species that are OBL, FACW, or FAC: <u>2</u> (A) Total Number of Dominant Species Across all Strata: <u>2</u> (B) Percent of Dominant Species that are OBL, FACW, or FAC: <u>100.00%</u> (A/B)
1	<u>Populus tremuloides</u>	<u>50</u>	<u>Y</u>	<u>FAC</u>	
2	<u>Pinus resinosa</u>	<u>10</u>	<u>N</u>	<u>FACU</u>	
3					
4					
		<u>60</u>	= Total Cover		Prevalence Index Worksheet Total % Cover of: OBL species <u>0</u> x 1 = <u>0</u> FACW species <u>0</u> x 2 = <u>0</u> FAC species <u>80</u> x 3 = <u>240</u> FACU species <u>10</u> x 4 = <u>40</u> UPL species <u>0</u> x 5 = <u>0</u> Column totals <u>90</u> (A) <u>280</u> (B) Prevalence Index = B/A = <u>3.11</u>
Sapling/Shrub stratum	(Plot size: <u>15'</u>)				
1	<u>Rhamnus cathartica</u>	<u>30</u>	<u>Y</u>	<u>FAC</u>	
2					
3					
		<u>30</u>	= Total Cover		
Herb stratum	(Plot size: <u>5'</u>)				Hydrophytic Vegetation Indicators: <u> </u> Rapid test for hydrophytic vegetation <u>X</u> Dominance test is >50% <u> </u> Prevalence index is ≤3.0* <u> </u> Morphological adaptations* (provide supporting data in Remarks or on a separate sheet) <u> </u> Problematic hydrophytic vegetation* (explain) *Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic
1					
2					
3					
4					
5					
6					
7					
8					
9					
		<u>0</u>	= Total Cover		
Woody vine stratum	(Plot size: <u>30'</u>)				Hydrophytic vegetation present? <u>Y</u>
1					
2					
		<u>0</u>	= Total Cover		

Remarks: (Include photo numbers here or on a separate sheet)

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type*	Loc**		
0-8	10 YR 2/2	100					Loam	

*Type: C = Concentration, D = Depletion, RM = Reduced Matrix, MS = Masked Sand Grains. **Location: PL = Pore Lining, M = Matrix

Hydric Soil Indicators:

- | | |
|--|---|
| ☐ Histisol (A1) | ☐ Sandy Gleyed Matrix (S4) |
| ☐ Histic Epipedon (A2) | ☐ Sandy Redox (S5) |
| ☐ Black Histic (A3) | ☐ Stripped Matrix (S6) |
| ☐ Hydrogen Sulfide (A4) | ☐ Loamy Mucky Mineral (F1) |
| ☐ Stratified Layers (A5) | ☐ Loamy Gleyed Matrix (F2) |
| ☐ 2 cm Muck (A10) | ☐ Depleted Matrix (F3) |
| ☐ Depleted Below Dark Surface (A11) | ☐ Redox Dark Surface (F6) |
| ☐ Thick Dark Surface (A12) | ☐ Depleted Dark Surface (F7) |
| ☐ Sandy Mucky Mineral (S1) | ☐ Redox Depressions (F8) |
| ☐ 5 cm Mucky Peat or Peat (S3) | |

Indicators for Problematic Hydric Soils:

- | |
|--|
| ☐ Coast Prairie Redox (A16) (LRR K, L, R) |
| ☐ Dark Surface (S7) (LRR K, L) |
| ☐ Iron-Manganese Masses (F12) (LRR K, L, R) |
| ☐ Very Shallow Dark Surface (TF12) |
| ☐ Other (explain in remarks) |

*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):

Type: Rocks and roots
 Depth (inches): 8

Hydric soil present? N

Remarks:

HYDROLOGY**Wetland Hydrology Indicators:**

Primary Indicators (minimum of one is required; check all that apply)

- | | |
|--|---|
| ☐ Surface Water (A1) | ☐ Aquatic Fauna (B13) |
| ☐ High Water Table (A2) | ☐ True Aquatic Plants (B14) |
| ☐ Saturation (A3) | ☐ Hydrogen Sulfide Odor (C1) |
| ☐ Water Marks (B1) | ☐ Oxidized Rhizospheres on Living Roots (C3) |
| ☐ Sediment Deposits (B2) | ☐ Presence of Reduced Iron (C4) |
| ☐ Drift Deposits (B3) | ☐ Recent Iron Reduction in Tilled Soils (C6) |
| ☐ Algal Mat or Crust (B4) | ☐ Thin Muck Surface (C7) |
| ☐ Iron Deposits (B5) | ☐ Gauge or Well Data (D9) |
| ☐ Inundation Visible on Aerial Imagery (B7) | ☐ Other (Explain in Remarks) |
| ☐ Sparsely Vegetated Concave Surface (B8) | |
| ☐ Water-Stained Leaves (B9) | |

Secondary Indicators (minimum of two required)

- | |
|--|
| ☐ Surface Soil Cracks (B6) |
| ☐ Drainage Patterns (B10) |
| ☐ Dry-Season Water Table (C2) |
| ☐ Crayfish Burrows (C8) |
| ☐ Saturation Visible on Aerial Imagery (C9) |
| ☐ Stunted or Stressed Plants (D1) |
| ☐ Geomorphic Position (D2) |
| ☐ FAC-Neutral Test (D5) |

Field Observations:

Surface water present?	Yes ☐	No ☒	Depth (inches): <u> </u>
Water table present?	Yes ☐	No ☒	Depth (inches): <u> </u>
Saturation present?	Yes ☐	No ☒	Depth (inches): <u> </u>

(includes capillary fringe)

Indicators of wetland hydrology present? N

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM - Midwest Region

Project/Site Rosemount Industrial City/County: Rosemount/Dakota Co Sampling Date: 11/3/2022
 Applicant/Owner: Scannell Properties, LLC State: MN Sampling Point: SP-11
 Investigator(s): C. Kiernan, K. Leet-Otley Section, Township, Range: SEC 26, T115N, R19W
 Landform (hillslope, terrace, etc.): Terrace Local relief (concave, convex, none): None
 Slope (%): 0 Lat: 44.7447727 Long: -93.0563028 Datum: WGS 1984
 Soil Map Unit Name Cylinder loam, 0 to 2 percent slopes NWI Classification: PEM1A

Are climatic/hydrologic conditions of the site typical for this time of the year? N (If no, explain in remarks)
 Are vegetation , soil , or hydrology significantly disturbed? Are "normal circumstances" present? Yes
 Are vegetation , soil , or hydrology naturally problematic? present? Yes

SUMMARY OF FINDINGS (If needed, explain any answers in remarks.)

Hydrophytic vegetation present? <u>Y</u>	Is the sampled area within a wetland? <u>N</u> If yes, optional wetland site ID: <u> </u>
Hydric soil present? <u>N</u>	
Indicators of wetland hydrology present? <u>N</u>	

Remarks: (Explain alternative procedures here or in a separate report.)
 SP located on a terrace in a mapped NWI, upslope of a forested basin. Based on the antecedent precipitation review, the 90 days prior to field review were drier than normal.

VEGETATION -- Use scientific names of plants.

Tree Stratum	(Plot size: <u>30'</u>)	Absolute % Cover	Dominant Species	Indicator Status	Dominance Test Worksheet Number of Dominant Species that are OBL, FACW, or FAC: <u>2</u> (A) Total Number of Dominant Species Across all Strata: <u>3</u> (B) Percent of Dominant Species that are OBL, FACW, or FAC: <u>66.67%</u> (A/B)
1					
2					
3					
4					
5					Prevalence Index Worksheet Total % Cover of: OBL species <u>0</u> x 1 = <u>0</u> FACW species <u>0</u> x 2 = <u>0</u> FAC species <u>85</u> x 3 = <u>255</u> FACU species <u>50</u> x 4 = <u>200</u> UPL species <u>0</u> x 5 = <u>0</u> Column totals <u>135</u> (A) <u>455</u> (B) Prevalence Index = B/A = <u>3.37</u>
		<u>0</u>	= Total Cover		
Sapling/Shrub stratum	(Plot size: <u>15'</u>)				
1	<u>Rhamnus cathartica</u>	<u>35</u>	<u>Y</u>	<u>FAC</u>	
2					
3					
4					
5					
		<u>35</u>	= Total Cover		
Herb stratum	(Plot size: <u>5'</u>)				
1	<u>Solidago canadensis</u>	<u>50</u>	<u>Y</u>	<u>FACU</u>	
2	<u>Poa pratensis</u>	<u>50</u>	<u>Y</u>	<u>FAC</u>	
3					
4					
5					
6					
7					
8					
9					
10					
		<u>100</u>	= Total Cover		
Woody vine stratum	(Plot size: <u>30'</u>)				
1					Hydrophytic Vegetation Indicators: <u> </u> Rapid test for hydrophytic vegetation <u>X</u> Dominance test is >50% <u> </u> Prevalence index is ≤3.0* <u> </u> Morphological adaptations* (provide supporting data in Remarks or on a separate sheet) <u> </u> Problematic hydrophytic vegetation* (explain) *Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic
2					
		<u>0</u>	= Total Cover		

Remarks: (Include photo numbers here or on a separate sheet)

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type*	Loc**		
0-20	10 YR 2/1	100					Loam	
20-24	10 YR 3/2	95	10 YR 5/8	5	C	M	Loam	

*Type: C = Concentration, D = Depletion, RM = Reduced Matrix, MS = Masked Sand Grains. **Location: PL = Pore Lining, M = Matrix

Hydric Soil Indicators:

- | | |
|--|---|
| ☐ Histisol (A1) | ☐ Sandy Gleyed Matrix (S4) |
| ☐ Histic Epipedon (A2) | ☐ Sandy Redox (S5) |
| ☐ Black Histic (A3) | ☐ Stripped Matrix (S6) |
| ☐ Hydrogen Sulfide (A4) | ☐ Loamy Mucky Mineral (F1) |
| ☐ Stratified Layers (A5) | ☐ Loamy Gleyed Matrix (F2) |
| ☐ 2 cm Muck (A10) | ☐ Depleted Matrix (F3) |
| ☐ Depleted Below Dark Surface (A11) | ☐ Redox Dark Surface (F6) |
| ☐ Thick Dark Surface (A12) | ☐ Depleted Dark Surface (F7) |
| ☐ Sandy Mucky Mineral (S1) | ☐ Redox Depressions (F8) |
| ☐ 5 cm Mucky Peat or Peat (S3) | |

Indicators for Problematic Hydric Soils:

- | |
|--|
| ☐ Coast Prairie Redox (A16) (LRR K, L, R) |
| ☐ Dark Surface (S7) (LRR K, L) |
| ☐ Iron-Manganese Masses (F12) (LRR K, L, R) |
| ☐ Very Shallow Dark Surface (TF12) |
| ☐ Other (explain in remarks) |

*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):

Type: Rock
Depth (inches): 24

Hydric soil present? N

Remarks:

HYDROLOGY**Wetland Hydrology Indicators:**

Primary Indicators (minimum of one is required; check all that apply)

- | |
|--|
| ☐ Surface Water (A1) |
| ☐ High Water Table (A2) |
| ☐ Saturation (A3) |
| ☐ Water Marks (B1) |
| ☐ Sediment Deposits (B2) |
| ☐ Drift Deposits (B3) |
| ☐ Algal Mat or Crust (B4) |
| ☐ Iron Deposits (B5) |
| ☐ Inundation Visible on Aerial Imagery (B7) |
| ☐ Sparsely Vegetated Concave Surface (B8) |
| ☐ Water-Stained Leaves (B9) |

- | |
|---|
| ☐ Aquatic Fauna (B13) |
| ☐ True Aquatic Plants (B14) |
| ☐ Hydrogen Sulfide Odor (C1) |
| ☐ Oxidized Rhizospheres on Living Roots (C3) |
| ☐ Presence of Reduced Iron (C4) |
| ☐ Recent Iron Reduction in Tilled Soils (C6) |
| ☐ Thin Muck Surface (C7) |
| ☐ Gauge or Well Data (D9) |
| ☐ Other (Explain in Remarks) |

Secondary Indicators (minimum of two required)

- | |
|--|
| ☐ Surface Soil Cracks (B6) |
| ☐ Drainage Patterns (B10) |
| ☐ Dry-Season Water Table (C2) |
| ☐ Crayfish Burrows (C8) |
| ☐ Saturation Visible on Aerial Imagery (C9) |
| ☐ Stunted or Stressed Plants (D1) |
| ☐ Geomorphic Position (D2) |
| ☐ FAC-Neutral Test (D5) |

Field Observations:

Surface water present?	Yes ☐	No ☒	Depth (inches): <u> </u>
Water table present?	Yes ☐	No ☒	Depth (inches): <u> </u>
Saturation present? (includes capillary fringe)	Yes ☐	No ☒	Depth (inches): <u> </u>

Indicators of wetland hydrology present? N

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM - Midwest Region

Project/Site Rosemount Industrial City/County: Rosemount/Dakota Co Sampling Date: 5/3/2023
 Applicant/Owner: Scannell Properties, LLC State: MN Sampling Point: SP-12
 Investigator(s): Madeline Humphrey, K. Leet-Otley Section, Township, Range: SEC 26, T115N, R19W
 Landform (hillslope, terrace, etc.): Basin Local relief (concave, convex, none): Concave
 Slope (%): 1 Lat: 44.7450132 Long: -93.0553764 Datum: WGS 1984
 Soil Map Unit Name Waukegan silt loam, 0 to 1 percent slopes NWI Classification: N/A

Are climatic/hydrologic conditions of the site typical for this time of the year? Y (If no, explain in remarks)
 Are vegetation , soil , or hydrology significantly disturbed? Are "normal circumstances" present? Yes
 Are vegetation , soil , or hydrology naturally problematic? present? Yes

SUMMARY OF FINDINGS (If needed, explain any answers in remarks.)

Hydrophytic vegetation present? <u>Y</u>	Is the sampled area within a wetland? <u>Y</u> If yes, optional wetland site ID: <u> </u>
Hydric soil present? <u>Y</u>	
Indicators of wetland hydrology present? <u>Y</u>	

Remarks: (Explain alternative procedures here or in a separate report.)
Low depression with water stained leaves.

VEGETATION -- Use scientific names of plants.

Tree Stratum	(Plot size: <u>30'</u>)	Absolute % Cover	Dominant Species	Indicator Status	Dominance Test Worksheet Number of Dominant Species that are OBL, FACW, or FAC: <u>4</u> (A) Total Number of Dominant Species Across all Strata: <u>4</u> (B) Percent of Dominant Species that are OBL, FACW, or FAC: <u>100.00%</u> (A/B)
1	<u>Acer negundo</u>	<u>50</u>	<u>Y</u>	<u>FAC</u>	
2	<u>Populus deltoides</u>	<u>25</u>	<u>Y</u>	<u>FAC</u>	
3					
4					
5					
		<u>75</u>	<u>= Total Cover</u>		Prevalence Index Worksheet Total % Cover of: OBL species <u>0</u> x 1 = <u>0</u> FACW species <u>0</u> x 2 = <u>0</u> FAC species <u>115</u> x 3 = <u>345</u> FACU species <u>0</u> x 4 = <u>0</u> UPL species <u>0</u> x 5 = <u>0</u> Column totals <u>115</u> (A) <u>345</u> (B) Prevalence Index = B/A = <u>3.00</u>
Sapling/Shrub stratum	(Plot size: <u>15'</u>)				
1	<u>Acer negundo</u>	<u>20</u>	<u>Y</u>	<u>FAC</u>	
2	<u>Rhamnus cathartica</u>	<u>20</u>	<u>Y</u>	<u>FAC</u>	
3					
4					
5					
		<u>40</u>	<u>= Total Cover</u>		
Herb stratum	(Plot size: <u>5'</u>)				Hydrophytic Vegetation Indicators: <u> </u> Rapid test for hydrophytic vegetation <u>X</u> Dominance test is >50% <u>X</u> Prevalence index is ≤3.0* Morphological adaptations* (provide supporting data in Remarks or on a separate sheet) Problematic hydrophytic vegetation* (explain) <u> </u> *Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
		<u>0</u>	<u>= Total Cover</u>		
Woody vine stratum	(Plot size: <u>30'</u>)				Hydrophytic vegetation present? <u>Y</u>
1					
2					
		<u>0</u>	<u>= Total Cover</u>		

Remarks: (Include photo numbers here or on a separate sheet)

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type*	Loc**		
0-10	10 YR 2/1	100					Loam	
10-18	10 YR 2/1	99	10 YR 3/4	1	C	M	Loam	
18-26	10 YR 2/1	97	10 YR 3/4	3	C	M	Clay Loam	

*Type: C = Concentration, D = Depletion, RM = Reduced Matrix, MS = Masked Sand Grains. **Location: PL = Pore Lining, M = Matrix

Hydric Soil Indicators:

- | | |
|--|---|
| ☐ Histisol (A1) | ☐ Sandy Gleyed Matrix (S4) |
| ☐ Histic Epipedon (A2) | ☐ Sandy Redox (S5) |
| ☐ Black Histic (A3) | ☐ Stripped Matrix (S6) |
| ☐ Hydrogen Sulfide (A4) | ☐ Loamy Mucky Mineral (F1) |
| ☐ Stratified Layers (A5) | ☐ Loamy Gleyed Matrix (F2) |
| ☐ 2 cm Muck (A10) | ☐ Depleted Matrix (F3) |
| ☐ Depleted Below Dark Surface (A11) | ☐ Redox Dark Surface (F6) |
| ☐ Thick Dark Surface (A12) | ☐ Depleted Dark Surface (F7) |
| ☐ Sandy Mucky Mineral (S1) | ☐ Redox Depressions (F8) |
| ☐ 5 cm Mucky Peat or Peat (S3) | |

Indicators for Problematic Hydric Soils:

- | |
|--|
| ☐ Coast Prairie Redox (A16) (LRR K, L, R) |
| ☐ Dark Surface (S7) (LRR K, L) |
| ☐ Iron-Manganese Masses (F12) (LRR K, L, R) |
| ☐ Very Shallow Dark Surface (TF12) |
| ☒ Other (explain in remarks) |

*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):

Type: sewer pipe
Depth (inches): 26

Hydric soil present? Y

Remarks:

Assume hydric soils due to presence of primary hydrology and hydrophytic vegetation. Adjacent sewer identified.

HYDROLOGY**Wetland Hydrology Indicators:**Primary Indicators (minimum of one is required; check all that apply)

- | | |
|--|---|
| ☐ Surface Water (A1) | ☐ Aquatic Fauna (B13) |
| ☐ High Water Table (A2) | ☐ True Aquatic Plants (B14) |
| ☐ Saturation (A3) | ☐ Hydrogen Sulfide Odor (C1) |
| ☐ Water Marks (B1) | ☐ Oxidized Rhizospheres on Living Roots (C3) |
| ☐ Sediment Deposits (B2) | ☐ Presence of Reduced Iron (C4) |
| ☐ Drift Deposits (B3) | ☐ Recent Iron Reduction in Tilled Soils (C6) |
| ☐ Algal Mat or Crust (B4) | ☐ Thin Muck Surface (C7) |
| ☐ Iron Deposits (B5) | ☐ Gauge or Well Data (D9) |
| ☐ Inundation Visible on Aerial Imagery (B7) | ☐ Other (Explain in Remarks) |
| ☐ Sparsely Vegetated Concave Surface (B8) | |
| ☒ Water-Stained Leaves (B9) | |

Secondary Indicators (minimum of two required)

- | |
|--|
| ☐ Surface Soil Cracks (B6) |
| ☐ Drainage Patterns (B10) |
| ☐ Dry-Season Water Table (C2) |
| ☐ Crayfish Burrows (C8) |
| ☐ Saturation Visible on Aerial Imagery (C9) |
| ☐ Stunted or Stressed Plants (D1) |
| ☒ Geomorphic Position (D2) |
| ☐ FAC-Neutral Test (D5) |

Field Observations:

Surface water present?	Yes ☐	No ☒	Depth (inches):	<u> </u>
Water table present?	Yes ☐	No ☒	Depth (inches):	<u> </u>
Saturation present?	Yes ☒	No ☐	Depth (inches):	<u>25</u>

(includes capillary fringe)

Indicators of wetland hydrology present? Y

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Saturation present at the surface during site revisit.

WETLAND DETERMINATION DATA FORM - Midwest Region

Project/Site Rosemount Industrial City/County: Rosemount/Dakota Co Sampling Date: 5/3/2023
 Applicant/Owner: Scannell Properties, LLC State: MN Sampling Point: SP-13
 Investigator(s): Madeline Humphrey, K. Leet-Otley Section, Township, Range: SEC 26, T115N, R19W
 Landform (hillslope, terrace, etc.): Hillslope Local relief (concave, convex, none): None
 Slope (%): 2 Lat: 44.7446091 Long: -93.0576434 Datum: WGS 1984
 Soil Map Unit Name Colo silt loam, occasionally flooded NWI Classification: N/A

Are climatic/hydrologic conditions of the site typical for this time of the year? Y (If no, explain in remarks)

Are vegetation X, soil _____, or hydrology _____ significantly disturbed? Are "normal circumstances" _____

Are vegetation _____, soil _____, or hydrology _____ naturally problematic? present? No

SUMMARY OF FINDINGS

(If needed, explain any answers in remarks.)

Hydrophytic vegetation present?	<u>Y</u>	Is the sampled area within a wetland? <u>N</u> If yes, optional wetland site ID: _____
Hydric soil present?	<u>Y</u>	
Indicators of wetland hydrology present?	<u>N</u>	

Remarks: (Explain alternative procedures here or in a separate report.)

Hillslope near the saturated edge of wetland.

VEGETATION -- Use scientific names of plants.

Tree Stratum	(Plot size: <u>30'</u>)	Absolute % Cover	Dominant Species	Indicator Status	Dominance Test Worksheet Number of Dominant Species that are OBL, FACW, or FAC: <u>2</u> (A) Total Number of Dominant Species Across all Strata: <u>3</u> (B) Percent of Dominant Species that are OBL, FACW, or FAC: <u>66.67%</u> (A/B)
1					
2					
3					
4					
5					Prevalence Index Worksheet Total % Cover of: OBL species <u>0</u> x 1 = <u>0</u> FACW species <u>20</u> x 2 = <u>40</u> FAC species <u>40</u> x 3 = <u>120</u> FACU species <u>25</u> x 4 = <u>100</u> UPL species <u>0</u> x 5 = <u>0</u> Column totals <u>85</u> (A) <u>260</u> (B) Prevalence Index = B/A = <u>3.06</u>
		<u>0</u>	= Total Cover		
Sapling/Shrub stratum	(Plot size: <u>15'</u>)				
1					
2					
3					
4					
5					
		<u>0</u>	= Total Cover		
Herb stratum	(Plot size: <u>5'</u>)				Hydrophytic Vegetation Indicators: _____ Rapid test for hydrophytic vegetation <u>X</u> Dominance test is >50% _____ Prevalence index is ≤3.0* _____ Morphological adaptations* (provide supporting data in Remarks or on a separate sheet) _____ Problematic hydrophytic vegetation* (explain) _____ *Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic
1	<u>Setaria pumila</u>	<u>40</u>	<u>Y</u>	<u>FAC</u>	
2	<u>Abutilon theophrasti</u>	<u>25</u>	<u>Y</u>	<u>FACU</u>	
3	<u>Echinochloa crus-galli</u>	<u>20</u>	<u>Y</u>	<u>FACW</u>	
4					
5					
6					
7					
8					
9					
10					
		<u>85</u>	= Total Cover		
Woody vine stratum	(Plot size: <u>30'</u>)				Hydrophytic vegetation present? <u>Y</u>
1					
2					
		<u>0</u>	= Total Cover		

Remarks: (Include photo numbers here or on a separate sheet)

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix		Redox Features				Texture	Remarks
	Color (moist)	%	Color (moist)	%	Type*	Loc**		
0-6	10 YR 2/1	100					Loam	
6-24	10 YR 2/1	98	7.5 YR 3/6	2	C	M	Loam	
24-30	10 YR 4/2	95	10 YR 5/8	5	C	M	Clay loam	

*Type: C = Concentration, D = Depletion, RM = Reduced Matrix, MS = Masked Sand Grains. **Location: PL = Pore Lining, M = Matrix

Hydric Soil Indicators:

- | | |
|--|---|
| ☐ Histisol (A1) | ☐ Sandy Gleyed Matrix (S4) |
| ☐ Histic Epipedon (A2) | ☐ Sandy Redox (S5) |
| ☐ Black Histic (A3) | ☐ Stripped Matrix (S6) |
| ☐ Hydrogen Sulfide (A4) | ☐ Loamy Mucky Mineral (F1) |
| ☐ Stratified Layers (A5) | ☐ Loamy Gleyed Matrix (F2) |
| ☐ 2 cm Muck (A10) | ☐ Depleted Matrix (F3) |
| ☐ Depleted Below Dark Surface (A11) | ☒ Redox Dark Surface (F6) |
| ☒ Thick Dark Surface (A12) | ☐ Depleted Dark Surface (F7) |
| ☐ Sandy Mucky Mineral (S1) | ☐ Redox Depressions (F8) |
| ☐ 5 cm Mucky Peat or Peat (S3) | |

Indicators for Problematic Hydric Soils:

- | |
|--|
| ☐ Coast Prairie Redox (A16) (LRR K, L, R) |
| ☐ Dark Surface (S7) (LRR K, L) |
| ☐ Iron-Manganese Masses (F12) (LRR K, L, R) |
| ☐ Very Shallow Dark Surface (TF12) |
| ☐ Other (explain in remarks) |

*Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):

Type: _____
Depth (inches): _____

Hydric soil present? Y

Remarks:

HYDROLOGY**Wetland Hydrology Indicators:**

Primary Indicators (minimum of one is required; check all that apply)

- | | |
|--|---|
| ☐ Surface Water (A1) | ☐ Aquatic Fauna (B13) |
| ☐ High Water Table (A2) | ☐ True Aquatic Plants (B14) |
| ☐ Saturation (A3) | ☐ Hydrogen Sulfide Odor (C1) |
| ☐ Water Marks (B1) | ☐ Oxidized Rhizospheres on Living Roots (C3) |
| ☐ Sediment Deposits (B2) | ☐ Presence of Reduced Iron (C4) |
| ☐ Drift Deposits (B3) | ☐ Recent Iron Reduction in Tilled Soils (C6) |
| ☐ Algal Mat or Crust (B4) | ☐ Thin Muck Surface (C7) |
| ☐ Iron Deposits (B5) | ☐ Gauge or Well Data (D9) |
| ☐ Inundation Visible on Aerial Imagery (B7) | ☐ Other (Explain in Remarks) |
| ☐ Sparsely Vegetated Concave Surface (B8) | |
| ☐ Water-Stained Leaves (B9) | |

Secondary Indicators (minimum of two required)

- | |
|--|
| ☐ Surface Soil Cracks (B6) |
| ☐ Drainage Patterns (B10) |
| ☐ Dry-Season Water Table (C2) |
| ☐ Crayfish Burrows (C8) |
| ☐ Saturation Visible on Aerial Imagery (C9) |
| ☐ Stunted or Stressed Plants (D1) |
| ☐ Geomorphic Position (D2) |
| ☐ FAC-Neutral Test (D5) |

Field Observations:

Surface water present?	Yes ☐	No ☒	Depth (inches): _____
Water table present?	Yes ☒	No ☐	Depth (inches): <u>24</u>
Saturation present?	Yes ☒	No ☐	Depth (inches): <u>22</u>

(includes capillary fringe)

Indicators of wetland hydrology present? N

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Appendix E: Photos



Photo 1: Wetland 1, facing east.



Photo 3: Eastern edge of Wetland 2, facing west.



Photo 5: Sample Point 1, facing north.



Photo 2: Western edge of Wetland 2, facing east.



Photo 4: Edge of Roadside Ditch 1, facing south.



Photo 6: Overview photo adjacent to Sample Point 3 facing west.



Photo 7: Western agricultural portion of study area, facing south.



Photo 9: Roadside on southeast portion of the study area, facing north.



Photo 11: Culvert and Ephemeral Stream 1, facing east.



Photo 8: Southern portion of study area, facing north.



Photo 10: Eastern portion of study area, facing west.



Photo 12: Healthy corn in the southern portion of the study area.

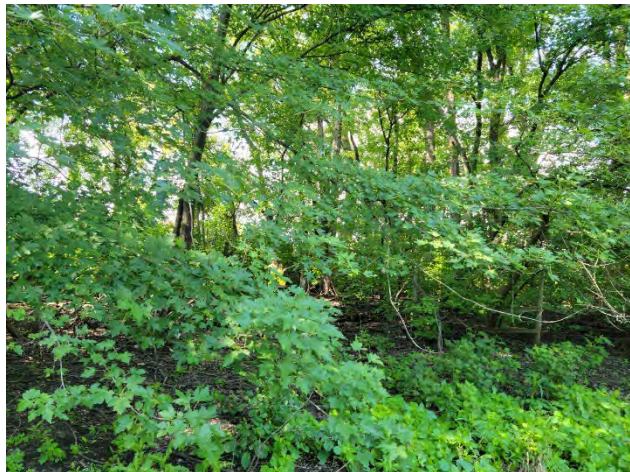


Photo 13: SP-4 facing southwest.



Photo 15: SP-5 facing northeast.



Photo 17: Ephemeral stream 1, facing west.



Photo 14: SP-5 facing south.



Photo 16: Wetland 3, facing northeast.



Photo 18: Culvert and Ephemeral stream 1, facing west.



Photo 19: Wetland 3 facing southeast.



Photo 20: Wetland 3 facing north.

Appendix B

Traffic Report



Traffic Impact Analysis

Rosemount Industrial Development

AUAR

ROSEMOUNT, MINNESOTA

AUGUST 2023

Prepared By:

Kimley»Horn

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1.0 INTRODUCTION

This report serves as the traffic analysis for the Rosemount Industrial Development Alternative Urban Area Review (AUAR). The Rosemount Industrial Development is adjacent to CSAH 42 and CSAH 71 (Blaine Avenue) in Rosemount, Minnesota.

The forthcoming traffic analysis focused on two analysis years: Short-Term development which is anticipated to be completed by 2027 and Long-Term development which is anticipated to be completed by 2040. All traffic analysis scenarios, including the no-build scenarios, will include traffic from the Rich Valley Golf Course Distribution Facility (RVGC). Additionally, two build scenarios will be considered; One build scenario will include just the Rosemount Industrial Development and RVGC. The second build scenario will include the Rosemount Industrial Development, RVGC, and an additional proposed industrial development located south of CSAH 42 between Blaine Avenue and Audrey Avenue.

The location of the Rosemount Industrial Development and other developments are provided in **Exhibit 1** in **Appendix A**.

1.1 REPORT PURPOSE AND OBJECTIVES

The purpose of this study is to address the traffic and transportation impacts of the proposed development on surrounding streets and intersections. This traffic impact study was prepared based on criteria set forth by the City of Rosemount. The following information is provided.

- A description and map of the existing and proposed roadway system, including state, regional, and local roads to be affected by the development of the AUAR area. This information includes existing and proposed roadway capacities and existing and projected background (i.e., without the AUAR development) traffic volumes.
- Trip generation data – trip generation rates and trip totals – for the development scenarios broken down by land use zones and/or other relevant subdivisions of the area. As well as the projected distributions onto the roadway system.
- Analysis of impacts of the traffic generated by the AUAR area on the roadway system, including the comparison of peak period capacities and analysis of Level of Service and delay times at study area intersections.
- A discussion of potential improvements and traffic management measures that are proposed to mitigate operational concerns.

2.0 EXISTING CONDITIONS

2.1 PHYSICAL CHARACTERISTICS

The existing roadway network within the study area includes CSAH 42, US Highway 52, Blaine Avenue (CSAH 71), Audrey Avenue, Akron Avenue, 140th Street, and Connemara Trail. The roadway network is described below.

CSAH 42 (145th Street) is an east-west roadway that runs along the southern boundary of the AUAR development. Within the study area, CSAH 42 is a four-lane, divided roadway with turn lanes provided at most intersections. The 2021 Annual Average Daily Traffic (AADT) is 5,742 vehicles per day (VPD) east of US 52 and 18,317 VPD west of US 52. The speed limit on CSAH 42 is 55 miles per hour (MPH).

US Highway 52 (TH 52) is a north-south roadway that is located east of the AUAR development. TH 52 is a four-lane divided roadway with interchanges provided at major intersecting roadways. The 2021 AADT is 38,588 VPD north of CSAH 42 and 32,275 VPD south of CSAH 42. The speed limit on TH 52 is 65 MPH.

Blaine Avenue (CSAH 71) is a north-south roadway that runs along the western boundary of the AUAR development. Blaine Avenue is a two-lane undivided roadway. The 2021 ADT is 5,347 VPD. The speed limit on Blaine Avenue is 50 MPH.

Audrey Avenue is a north-south roadway south of the AUAR development. Audrey Avenue is a two-lane undivided roadway. The speed limit on Audrey Avenue is 35 MPH.

Akron Avenue (CR 73) is a north-south roadway that is located west of the AUAR development. South of CSAH 42, Akron Avenue is a two-lane undivided roadway with dedicated turn lanes provided at major intersection roadways. North of CSAH 42, Akron Avenue is a two-lane divided roadway with dedicated turn lanes provided at major intersecting roadways. The 2022 ADT, north of CSAH 42, is 3,035 VPD. The posted speed limit is 50 MPH.

140th Street is an east-west roadway east of the AUAR development. 140th Street is a two-lane undivided roadway. The 2019 AADT is 285 VPD east of the site.

Connemara Trail is an east-west roadway west of the AUAR development. Connemara Trail is a two-lane undivided with dedicated turn lanes provided at major intersecting roadways. The posted speed limit is 40 PM. West of Akron Avenue, the 2018 AADT is 1,400 VPD.

2.2 STUDY AREA

Based on discussions with City staff, the following intersections were included within the study area for the traffic analysis. The list provides the existing intersection control for each of the study intersections.

- CSAH 42 & TH 52 Southbound Ramps (southbound stop-controlled)
- CSAH 42 & TH 52 Northbound Ramps (northbound stop-controlled)
- CSAH 42 & Blaine Avenue (northbound/southbound stop-controlled)
- CSAH 42 & Audrey Avenue (northbound stop-control)
- CSAH 42 & Akron Avenue (signal)
- Blaine Avenue & 140th Street (eastbound/westbound stop-controlled)
- CSAH 42 & $\frac{3}{4}$ Access (new intersection)
- Audrey Avenue & Connemara Trail (new intersection)

Exhibit 2 provides the existing geometry and intersection control for the study intersections.

2.3 EXISTING VOLUMES

Turning Movement Counts (TMCs) were recorded at all five study intersections in June of 2022 with supplemental 24-hour counts collected at select intersections in March of 2023. Turning movement counts can be found in **Appendix B**. The existing (2023) traffic volumes are provided in **Exhibit 3**.

3.0 FUTURE CONDITIONS

The AUAR traffic analysis focuses on two analysis years: Short-Term (2027) and Long-Term (2040). Following is a discussion of planned future roadway and intersection improvements within the project study area and volume development for 2027 and 2040 No-Build conditions.

3.1 FUTURE PLANNED ROADWAY IMPROVEMENTS

No immediate MnDOT, Dakota County, or Rosemount roadway improvements are planned in the vicinity of the study roadway network.

With the development of the AUAR site, there will be roadway improvements at Audrey Avenue, Connemara Trail, and Blaine Avenue. Per the City of Rosemount 2040 Comprehensive Plan, Audrey Avenue will be extended north and intersect with Connemara Trail. Connemara Trail will also be extended through the AUAR site to intersect with Blaine Avenue at Blaine Avenue and 140th Street. In addition to the AUAR development, an additional industrial development is proposed south of CSAH 42 between Audrey Avenue and Blaine Avenue. To accommodate the additional traffic, Blaine Avenue will have a dedicated right-turn and a dedicated left-turn added to both the northbound and southbound approaches.

Per the Rich Valley Golf Course Redevelopment AUAR, the interchange of TH 52 & CSAH 42 should be signalized to accommodate the projected growth of CSAH 42, especially given the proposed AUAR development and other industrial development. Furthermore, MnDOT has announced potential plans to reconfigure the TH 52 & CSAH 42 diamond interchange into a full system, cloverleaf interchange. This report only considers the effects of AUAR site traffic at the existing diamond interchange geometry. As additional developments are proposed, additional traffic studies will be needed to assess the capacity of the potential cloverleaf interchange design.

3.2 FUTURE TRAFFIC FORECASTING

No-Build traffic volumes for the study intersections during the weekday AM and PM peak hours were developed by applying growth rates to existing volumes and adding trips from known planned developments within the study area. The following provides a summary of the background volume development for both analysis years.

Background Traffic

Background traffic volumes for both 2027 and 2040 No-Build traffic conditions were developed using data from the 2022 TMCs, MnDOT Traffic Mapping Application AADTs, and the Dakota County 2040 Comprehensive Plan. A growth factor was applied based on the expected growth in the study area. Growth rates were calculated by comparing historical AADTs to projected 2040 volumes. **Table 1** provides the Historical AADTs, Projected AADTs, and growth rate at each location. The same growth rates were applied to both the Short-Term (2027) and Long-Term (2040) analysis periods. Per discussions with Dakota County and the City of Rosemount, the following growth rates were applied to the TMCs:

- A 1.0% growth rate was applied to the TH 52 ramp volumes
- A 1.5% growth rate was applied to CSAH 42
- A 3.5% growth rate was applied to Blaine Avenue (CSAH 71)
- A 6.5% growth rate was applied to Akron Avenue north of CSAH 42
- A 13% growth rate was applied to Akron Avenue south of CSAH 42

- A growth rate was not applied to Audrey Avenue in the 2027 No-Build Scenario as this roadway only provides access to existing development (primarily Dakota County Technical College).

Table 1: Projected Growth Rates

Roadway Segment		Volumes		Growth Rate
		2019	2040 (Projected)	
CSAH 42	West of TH 52	14,900	21,000	1.5%
	East of TH 52	6,100	12,200	3.4%
TH 52	North of CSAH 42	34,500	41,000	0.8%
	South of CSAH 42	31,500	37,900	0.8%
Blaine Avenue (CSAH 71)	North of CSAH 42	2,300	4,800	3.5%
Akron Avenue (CR 73)	North of CSAH 42	2,500	9,400	6.5%
	South of CSAH 42	405	5,400	13.1%

Background Developments

Per discussions with the City of Rosemount, there are several known developments in the area, the Rich Valley Golf Course Distribution Facility (RVGC), planned in the study area. RVGC will be open by the year 2025 and will be located on the northeast corner of CSAH 42 & Conley Avenue east of TH 52. Additionally, there is a health fitness club planned for the northeast corner of CSAH 42 & Akron Avenue along with additional housing planned for the neighborhood north of CSAH 42 between Akron Avenue and future Audrey Avenue. These Akron Avenue developments and the RVGC development were included in all future scenarios.

There is a potential large industrial user on the south side of CSAH between Audrey Avenue and Blaine Avenue. This development was factored into the build scenarios.

No-Build Volume Development

The background traffic and background development trips were added together to create the no-build volumes. **Exhibit 4** provides the Short-Term (2027) Background traffic volumes at the study intersections for weekday AM and PM peak hours. **Exhibit 5** provides the Long-Term (2040) Background traffic volumes at the study intersections for weekday AM and PM peak hours.

4.0 PROPOSED DEVELOPMENT

4.1 SITE LOCATION

The Rosemount Industrial Site is on the northwest corner of CSAH 42 and Blaine Avenue west of US Highway 52, in Rosemount, Minnesota. The overall size of the property is approximately 235 acres across 12 parcels. The site is currently undeveloped agricultural fields.

4.2 SITE CIRCULATION

Access to the site is proposed via two full accesses and one partial access. One full access will be on the east side of the AUAR site and will provide access to Blaine Avenue at the intersection of Blaine Avenue & 140th Street. The other full access will be on the west side of the AUAR site and will provide access to Audrey Avenue at the intersection of Audrey Avenue & Connemara Drive (provided that Audrey Avenue is extended). The $\frac{3}{4}$ access will be along the AUAR's southern border and provide access to CSAH 42. This $\frac{3}{4}$ access will allow right-ins, right-outs, and left-ins.

4.3 EXISTING AND FUTURE LAND USE

This report presents one development plan. This development plan represents both what the developer sees as the most likely development plan for this site and the maximum site density per the City of Rosemount Comprehensive Plan. The proposed development consists of a mix of industrial land uses, summarized in **Table 2**. There will be one 1,400,000-square-foot main facility, modeled as a high-cube warehouse, and two outlots containing 260,000-square-foot general industrial buildings.

Table 2: Full Development Land Use Summary

Land Use	Size
Main Facility – High-Cube Warehouse	1,400,000 Square Feet
Outlots – General Light Industrial	520,00 Square Feet

Full build-out was assumed in both the Short-Term (2027) and Long-Term (2040) Conditions. No partial build conditions were analyzed. The access locations are anticipated to be the same in both scenarios.

4.4 TRIP GENERATION

ANTICIPATED TRIP GENERATION

The Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 11th Edition was used to calculate trip generation. The ITE Trip Generation Manual, 11th Edition Supplement provides truck trips as a percentage of total vehicle trips. The truck trips were calculated by applying the AM and PM truck percentages to the total trips generated by the land use.

Table 3 provides a summary of the trip generation forecast for the assumed land uses. The total trip generation is anticipated to be 5,066 daily trips, 595 trips during the AM peak hour (509 entering and 86 exiting), and 563 trips during the PM peak hour (135 entering and 428 exiting).

Table 3: Trip Generation Summary

Land Use Description	ITE	Intensity / Units	Vehicle Type	Daily	AM Peak Hour			PM Peak Hour		
					In	Out	Total	In	Out	Total
Main Facility – High-Cube Warehouse	155	1,400,000 / Square Feet	Passenger Vehicle	2,534	156	26	182	81	129	210
			Truck		14	14	28	6	8	14
Outlots – General Light Industrial	110	520,000 / Square Feet	Passenger Vehicle	2,532	336	44	380	45	288	333
			Truck		3	2	5	3	3	5
Total Passenger Vehicle Trips Generated					492	70	562	126	417	543
Total Truck Trips Generated					17	16	33	9	11	19
Total Site Generated Trips					509	86	595	135	428	563

4.5 PROJECT TRIP DISTRIBUTION AND ASSIGNMENT

The distribution of project traffic onto the study area roadway network and intersections was based on current traffic patterns, surrounding demographics, and a general assessment of the major regional roadways surrounding the study area. Two global distribution patterns were assumed: one for passenger vehicles and the other for trucks. The following lists the assumed passenger vehicle distribution for the Rosemount Industrial Site traffic:

- 60% north on US Highway 52
- 15% south on US Highway 52
- 25% west on CSAH 42

This site trip distribution is shown in **Exhibit 6**.

Below lists the assumed truck distribution for the Rosemount Industrial Site traffic:

- 60% north on US Highway 52
- 30% south on US Highway 52
- 10% west on CSAH 42

This site trip distribution is shown in **Exhibit 7**.

4.6 TOTAL SITE TRAFFIC

Exhibit 8 provides the peak hour traffic trip assignment volumes. These were determined by applying the distribution patterns in **Exhibit 6** and **Exhibit 7** to the respective peak hour trips generated by the applicable land uses.

5.0 INTERSECTION CAPACITY ANALYSIS

5.1 ANALYSIS SCENARIOS

Three analysis periods were analyzed, the Existing Year (2023), and the future years included Short-Term (2027) and Long-Term (2040). **Table 4** describes the conditions analyzed for the AUAR traffic analysis.

Table 4: Analysis Scenario Summary

CONDITION	VOLUME AND ROADWAY NETWORK ASSUMPTIONS
Condition 1 Existing (2023)	VOLUMES: Based on 2022 & 2023 TMCs
	ROADWAY NETWORK: Existing geometry and traffic control are provided in Exhibit 2 .
Condition 2 Short-Term (2027) No-Build	VOLUMES: Existing traffic volumes plus 2027 background growth, RVGC site trips, and Akron Avenue developments trips.
	ROADWAY NETWORK: Existing geometry and traffic control.
Condition 3 Long-Term (2040) No-Build	VOLUMES: Existing traffic volumes plus 2040 background growth, RVGC site trips, and Akron Avenue developments trips.
	ROADWAY NETWORK: Existing geometry and traffic control.
Condition 4 Short-Term (2027) Build	VOLUMES: Existing traffic volumes plus 2027 background growth, RVGC site trips, Akron Avenue developments trips, and AUAR site trips
	ROADWAY NETWORK: Existing network plus three new intersections: CSAH 42 & Access Drive, Blaine Avenue & Connemara Trail, and Audrey Avenue & Connemara Trail. Dedicated turn lanes were added to CSAH 42 at Blaine Avenue, Audrey Avenue, and the new Access Drive. Traffic control did not change.
Condition 5 Short-Term (2027) Build + Southern Industrial Development	VOLUMES: Existing traffic volumes plus 2027 background growth, RVGC site trips, Akron Avenue developments trips, southern industrial development, and AUAR site trips
	ROADWAY NETWORK: Existing network plus three new intersections: CSAH 42 & Access Drive, Blaine Avenue & Connemara Trail, and Audrey Avenue & Connemara Trail. Dedicated turn lanes were added to CSAH 42 at Blaine Avenue, Audrey Avenue, and the new Access Drive. Traffic control did not change.
Condition 6 Short-Term (2027) Build + Southern Industrial Development with Mitigation	VOLUMES: Existing traffic volumes plus 2027 background growth, RVGC site trips, Akron Avenue developments trips, southern industrial development, and AUAR site trips
	ROADWAY NETWORK: Existing network plus three new intersections: CSAH 42 & Access Drive, Blaine Avenue & Connemara Trail, and Audrey Avenue & Connemara Trail. Dedicated turn lanes were added to CSAH 42 at Blaine Avenue, Audrey Avenue, and the new Access Drive. Traffic signals were added to four intersections: TH 52 Northbound Ramps & CSAH 42, TH 52 Southbound Ramps & CSAH 42, CSAH 42 & Blaine Avenue, and CSAH 42 & Audrey Avenue.
Condition 7 Long-Term (2040) Build with Mitigation	VOLUMES: Existing traffic volumes plus 2040 background growth, RVGC site trips, Akron Avenue developments trips, and AUAR site trips
	ROADWAY NETWORK: Existing network plus three new intersections: CSAH 42 & Access Drive, Blaine Avenue & Connemara Trail, and Audrey Avenue & Connemara Trail. Dedicated turn lanes were added to CSAH 42 at Blaine Avenue, Audrey Avenue, and the new Access Drive. Dual turn lanes were added to the following movements: TH 52 Northbound Ramps & CSAH 42 eastbound left, CSAH 42 & Blaine Avenue southbound left, and CSAH 42 & Audrey Avenue southbound left. Traffic signals were added to four intersections: TH 52 Northbound Ramps & CSAH 42, TH 52 Southbound Ramps & CSAH 42, CSAH 42 & Blaine Avenue, and CSAH 42 & Audrey Avenue.
Condition 8 Long-Term (2040) Build + Southern Industrial Development with Mitigation	VOLUMES: Existing traffic volumes plus 2040 background growth, RVGC site trips, Akron Avenue developments trips, southern industrial development, and AUAR site trips
	ROADWAY NETWORK: Existing network plus three new intersections: CSAH 42 & Access Drive, Blaine Avenue & Connemara Trail, and Audrey Avenue & Connemara Trail. Dedicated turn lanes were added to CSAH 42 at Blaine Avenue, Audrey Avenue, and the new Access Drive. Dual turn lanes were added to the following movements: TH 52 Northbound Ramps & CSAH 42 eastbound left, CSAH 42 & Blaine Avenue southbound left, and CSAH 42 & Audrey Avenue southbound left. Traffic signals were added to four

intersections: TH 52 Northbound Ramps & CSAH 42, TH 52 Southbound Ramps & CSAH 42, CSAH 42 & Blaine Avenue, and CSAH 42 & Audrey Avenue.
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5.2 LEVEL OF SERVICE OVERVIEW

An intersection capacity analysis was performed at the study intersections for the eight scenarios listed in **Table 4**. The capacity analysis was performed for the weekday AM and PM peak hours, and Synchro/SimTraffic was used to determine intersection delay and level of service (LOS).

LOS is a quantitative measure used by traffic engineers to describe the operations of an intersection or along a roadway segment. It ranges from A to F, with A being the best and F being the worst level of operation. LOS A conditions are characterized by minimal vehicle delay and free-flow conditions, while LOS F is characterized by long vehicle delay – usually when demand exceeds available roadway capacity. Although LOS E is defined as at-capacity, LOS D is generally the minimum acceptable level of operation at an intersection in the Twin Cities Metro area. Each study intersection was analyzed based on the *Synchro/SimTraffic software*. For unsignalized intersections, LOS was reported as the worst individual movement. This was done to ensure that the mainline LOS did not hide any potential issues on the minor street. The overall intersection LOS was reported for signalized intersections.

Table 5 provides the LOS grading criteria for unsignalized and signalized intersections. For this traffic analysis, it was assumed that the acceptable level of service for the overall intersection is LOS D or better and the acceptable level of service for an individual movement is LOS E or better.

Table 5: Level of Service Grading Criteria

Level of Service	Average Control Delay (seconds/vehicle) at:	
	Unsignalized Intersections	Signalized Intersections
A	0 – 10	0 – 10
B	> 10 – 15	> 10 – 20
C	> 15 – 25	> 20 – 35
D	> 25 – 35	> 35 – 55
E	> 35 – 50	> 55 – 80
F	> 50	> 80

5.3 EXISTING (2023) LEVEL OF SERVICE ANALYSIS

A capacity analysis was conducted for Existing (2023) traffic conditions at the study intersections. The analysis was performed for weekday AM and PM peak hours and is based on the traffic volumes provided in **Exhibit 3**.

Table 66 provides a summary of the capacity analysis at the study intersections. The movements that are anticipated to operate at LOS E are shown in yellow and the movements that are anticipated to operate at LOS F are shown in red. The full SimTraffic reports are included in **Appendix E**.

Table 6: Existing (2023) Condition Level of Service

Intersection	Delay in sec/veh (Level of Service)											
	AM Peak Hour						PM Peak Hour					
	Left		Thru		Right		Left		Thru		Right	
CSAH 42 & TH 52 Northbound Ramps (Side Street Stop)												
Eastbound	6.3	(A)	0.4	(A)	-	(-)	5	(A)	0.4	(A)	-	(-)
Westbound	-	(-)	1.8	(A)	2.1	(A)	-	(-)	1.5	(A)	1.2	(A)
Northbound	44.7	(E)	-	(-)	2.7	(A)	34.9	(D)	37.5	(E)	3.6	(A)
Southbound	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)
Intersection	6.2						(A)		6.4		(A)	
CSAH 42 & TH 52 Southbound Ramps (Side Street Stop)												
Eastbound	-	(-)	3.8	(A)	2.6	(A)	-	(-)	3.6	(A)	3.1	(A)
Westbound	5.8	(A)	1.1	(A)	-	(-)	3.8	(A)	1.4	(A)	-	(-)
Northbound	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)
Southbound	12.2	(B)	13.8	(B)	4.6	(A)	12.8	(B)	15.9	(C)	8.4	(A)
Intersection	3.6						(A)		4.8		(A)	
CSAH 42 & Blaine Avenue (CSAH 71) (Side Street Stop)												
Eastbound	5.4	(A)	2.6	(A)	4.4	(A)	7	(A)	2.5	(A)	3.4	(A)
Westbound	6.3	(A)	1.7	(A)	1.9	(A)	-	(-)	2.6	(A)	2.7	(A)
Northbound	-	(-)	11.1	(B)	2.1	(A)	13.7	(B)	18.9	(C)	3.6	(A)
Southbound	12.4	(B)	13.2	(B)	4	(A)	18.7	(C)	15.4	(C)	6.3	(A)
Intersection	2.5						(A)		3.1		(A)	
CSAH 42 & Audrey Avenue (Side Street Stop)												
Eastbound	-	(-)	3.4	(A)	2.7	(A)	-	(-)	3	(A)	3.4	(A)
Westbound	4.9	(A)	2.1	(A)	-	(-)	2.9	(A)	2.9	(A)	-	(-)
Northbound	9.1	(A)	-	(-)	3.9	(A)	16.9	(C)	-	(-)	2.7	(A)
Southbound	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)
Intersection	2.9						(A)		3		(A)	
CSAH 42 & Akron Avenue (CR 73) (Signal)												
Eastbound	15.5	(B)	4.8	(A)	1.9	(A)	21	(C)	4.2	(A)	1.1	(A)
Westbound	10.8	(B)	8.5	(A)	3.7	(A)	35.5	(D)	14.6	(B)	7.9	(A)
Northbound	16.6	(B)	20.6	(C)	2.1	(A)	20.2	(C)	32.4	(C)	2.8	(A)
Southbound	13.3	(B)	15.8	(B)	3.6	(A)	22.4	(C)	24.5	(C)	6.6	(A)
Intersection	7.2						(A)		11.5		(B)	

Note: delays in excess of 100 seconds per vehicle are reported as "100+"

Under Existing (2023) Conditions, all intersection movements are anticipated to operate at an acceptable LOS except the following:

- **CSAH 42 & TH 52 Northbound Ramps** – the northbound left movement is expected to operate at LOS E in the AM peak hour. Additionally, the northbound through movement is expected to operate at LOS E in the PM peak hour; however, this movement serves 5 or fewer vehicles in the PM peak hour. The projected delay on this leg of the intersection is not unusual for a minor-street stop-controlled intersection with a heavily traveled roadway such as CSAH 42.

The 95th percentile queues were reviewed at the study intersections. There are no queuing issues at the study intersections under Existing (2023) Conditions.

5.4 SHORT-TERM (2027) NO-BUILD LEVEL OF SERVICE ANALYSIS

A capacity analysis was conducted for 2027 No-Build traffic conditions at the study intersections to determine baseline conditions for the 2027 analysis year. The analysis was performed for weekday AM and PM peak hours and is based on the traffic volumes provided in **Exhibit 4**. No improvements were made to the network geometry or intersection control.

Table 7 provides a summary of the capacity analysis at the study intersections. The full SimTraffic reports are included in **Appendix E**.

Table 7: Short-Term (2027) No-Build Condition Level of Service

Intersection	Delay in sec/veh (Level of Service)											
	AM Peak Hour						PM Peak Hour					
	Left		Thru		Right		Left		Thru		Right	
CSAH 42 & TH 52 Northbound Ramps (Side Street Stop)												
Eastbound	9.1	(A)	1	(A)	-	(-)	7.6	(A)	0.7	(A)	-	(-)
Westbound	-	(-)	2.3	(A)	2.9	(A)	-	(-)	1.9	(A)	2.1	(A)
Northbound	100+	(F)	-	(-)	16.9	(C)	72.2	(F)	40.6	(E)	4.9	(A)
Southbound	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)
Intersection	20.3					(C)	9.2					(A)
CSAH 42 & TH 52 Southbound Ramps (Side Street Stop)												
Eastbound	-	(-)	4.8	(A)	3.1	(A)	-	(-)	4	(A)	3.3	(A)
Westbound	9.1	(A)	1.4	(A)	-	(-)	4.3	(A)	1.6	(A)	-	(-)
Northbound	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)
Southbound	43.9	(E)	48.3	(E)	6.7	(A)	21.3	(C)	15.4	(C)	10.2	(B)
Intersection	8.6					(A)	6.2					(A)
CSAH 42 & Blaine Avenue (CSAH 71) (Side Street Stop)												
Eastbound	6.7	(A)	2.9	(A)	-	(-)	8.2	(A)	2.7	(A)	2.4	(A)
Westbound	2.8	(A)	2	(A)	2	(A)	2.6	(A)	2.9	(A)	3.1	(A)
Northbound	-	(-)	16.4	(C)	5.9	(A)	21.8	(C)	19.9	(C)	4.9	(A)
Southbound	17.6	(C)	18.9	(C)	5.6	(A)	26.5	(D)	26	(D)	10.5	(B)
Intersection	3					(A)	3.7					(A)
CSAH 42 & Audrey Avenue (Side Street Stop)												
Eastbound	-	(-)	4	(A)	2.2	(A)	-	(-)	3.2	(A)	2.8	(A)
Westbound	5.6	(A)	2.4	(A)	-	(-)	5.9	(A)	3	(A)	-	(-)
Northbound	14.6	(B)	16.4	(C)	-	(-)	22.8	(C)	33.8	(D)	3.2	(A)
Southbound	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)
Intersection	3.4					(A)	3.2					(A)
CSAH 42 & Akron Avenue (CR 73) (Signal)												
Eastbound	18.1	(B)	5.9	(A)	1.9	(A)	23.2	(C)	4.7	(A)	1.3	(A)
Westbound	-	(-)	10.4	(B)	4.4	(A)	44.5	(D)	16.8	(B)	8.2	(A)
Northbound	16.5	(B)	28.2	(C)	3.8	(A)	26.3	(C)	37.2	(D)	4.6	(A)
Southbound	15.4	(B)	14.2	(B)	4.5	(A)	22.6	(C)	23.9	(C)	7.6	(A)
Intersection	8.8					(A)	12.9					(B)

Note: delays in excess of 100 seconds per vehicle are reported as "100+"

Under the Short-Term (2027) No-Build Condition, all intersection movements are anticipated to operate at an acceptable LOS except for the following:

- **CSAH 42 & TH 52 Northbound Ramps**– the northbound left-turn is expected to operate at LOS F during the AM and PM peak hours. The projected delay for the northbound left-turn is approximately 5 minutes. The projected delay on this leg of the intersection is excessive and will require mitigation.
- **CSAH 42 & TH 52 Southbound Ramps** – the southbound left-turn is expected to operate LOS E during the AM peak hour. The projected delay on this leg of the intersection is not unusual for a minor-street stop-controlled intersection with a heavily traveled roadway such as CSAH 42.

The 95th percentile queues were reviewed at the study intersections. There are no queuing issues at the study intersections in the 2027 No-Build condition.

5.5 LONG-TERM (2040) NO-BUILD LEVEL OF SERVICE ANALYSIS

A capacity analysis was conducted for the 2040 No-Build traffic condition at the study intersections to determine baseline conditions for the 2040 analysis year. The analysis was performed for weekday AM and PM peak hours and is based on the traffic volumes provided in **Exhibit 5**. No improvements were made to the network geometry or intersection control.

Table 8 provides a summary of the capacity analysis at the study intersections. The full SimTraffic reports are included in **Appendix E**.

Table 8: Long-Term (2040) No-Build Condition Level of Service

Intersection	Delay in sec/veh (Level of Service)											
	AM Peak Hour						PM Peak Hour					
	Left		Thru		Right		Left		Thru		Right	
CSAH 42 & TH 52 Northbound Ramps (Side Street Stop)												
Eastbound	16.6	(C)	1	(A)	-	(-)	10.2	(B)	0.7	(A)	-	(-)
Westbound	-	(-)	2.6	(A)	3.3	(A)	-	(-)	2.4	(A)	2.2	(A)
Northbound	100+	(F)	-	(-)	100+	(F)	100+	(F)	100+	(F)	100+	(F)
Southbound	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)
Intersection	77.7				(F)		51.2		(F)			
CSAH 42 & TH 52 Southbound Ramps (Side Street Stop)												
Eastbound	-	(-)	5.9	(A)	3.8	(A)	-	(-)	4.7	(A)	3.9	(A)
Westbound	10.8	(B)	1.5	(A)	-	(-)	6.4	(A)	1.9	(A)	-	(-)
Northbound	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)
Southbound	100+	(F)	100+	(F)	19.6	(C)	31.9	(D)	13.2	(B)	14.9	(B)
Intersection	23				(C)		8.2		(A)			
CSAH 42 & Blaine Avenue (CSAH 71) (Side Street Stop)												
Eastbound	7.1	(A)	3.3	(A)	3.9	(A)	11.3	(B)	3.3	(A)	5.3	(A)
Westbound	5.5	(A)	2.6	(A)	2.7	(A)	7.8	(A)	3.5	(A)	4.3	(A)
Northbound	26.5	(D)	12.7	(B)	5.8	(A)	34.2	(D)	53.5	(F)	12.6	(B)
Southbound	31	(D)	23.8	(C)	14.8	(B)	55.4	(F)	45.4	(E)	30.9	(D)
Intersection	4.1				(A)		6.6		(A)			
CSAH 42 & Audrey Avenue (Side Street Stop)												
Eastbound	-	(-)	4.8	(A)	4.5	(A)	-	(-)	4.5	(A)	6.2	(A)
Westbound	6.4	(A)	2.6	(A)	-	(-)	5.5	(A)	3.2	(A)	-	(-)
Northbound	19.4	(C)	13.4	(B)	8.8	(A)	20.5	(C)	28.3	(D)	6.4	(A)
Southbound	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)
Intersection	4.1				(A)		3.9		(A)			
CSAH 42 & Akron Avenue (CR 73) (Signal)												
Eastbound	27.5	(C)	11	(B)	2.7	(A)	39.3	(D)	11.9	(B)	2.2	(A)
Westbound	-	(-)	16.2	(B)	5.2	(A)	49.8	(D)	29	(C)	11.2	(B)
Northbound	27.7	(C)	38.5	(D)	7	(A)	42.9	(D)	56	(E)	6.2	(A)
Southbound	37.3	(D)	23.2	(C)	11	(B)	43.5	(D)	37.4	(D)	18.2	(B)
Intersection	17.9				(B)		24.8		(C)			

Note: delays in excess of 100 seconds per vehicle are reported as "100+"

Under Long-Term (2040) No-Build Conditions, all intersection movements are anticipated to operate at an acceptable LOS except for the following:

- CSAH 42 & TH 52 Northbound Ramps**– the northbound left-turn is expected to operate at LOS F, with a delay of greater than 20 minutes, during the AM peak hour and LOS F, with an approximate delay of 8 minutes, during the PM peak hour. The northbound right-turn also is expected to operate at LOS F during the AM peak hour and LOS E during the PM peak hour. The projected delay on this leg of the intersection is excessive and will require mitigation.

- **CSAH 42 & TH 52 Southbound Ramps** – the southbound left-turn is expected to operate at LOS F in the AM peak hour. The projected delay on this leg of the intersection is not unusual for a minor-street stop-controlled intersection with a heavily traveled roadway such as CSAH 42.
- **CSAH 42 & Blaine Avenue** – the northbound and southbound through and left movements are expected to operate at LOS E and LOS F, respectively, in the PM peak hour. Additionally, the southbound left-turn is anticipated to operate at LOS F in the PM peak hours. The projected delay on this leg of the intersection is not unusual for a minor-street stop-controlled intersection with a heavily traveled roadway such as CSAH 42.

The 95th percentile queues were reviewed at the study intersections. The 95th percentile queues for the movements that exceed their storage capacity or have undesirable levels of delay are listed below.

- **CSAH 42 & TH 52 Northbound Ramps** – in the AM peak hour, the northbound approach would have approximately a 49-vehicle queue in the left-thru lane and about a 14-vehicle queue in the right-turn lane which would extend beyond the provided storage bay.

5.6 SHORT-TERM (2027) BUILD LEVEL OF SERVICE ANALYSIS

A capacity analysis was conducted for the Short-Term (2027) Build traffic condition at the study intersections to determine how the study network is expected to operate with additional site traffic. The analysis was performed for weekday AM and PM peak hours and is based on the traffic volumes provided in **Exhibit 9**. The improvements that were included in the Short-Term (2027) Build condition are listed below and in **Table 4** for Condition 4.

- **CSAH 42 & Blaine Avenue** – added dedicated turn lanes to all approaches
- **CSAH 42 & Audrey Avenue** – added dedicated turn lanes to all approaches
- **CSAH 42 & Access Drive** – new side-street stop-controlled intersection. The new Access Drive will be a 3/4th accesses, allowing right-ins, right-outs, and left-ins; left-outs will be prohibited. Dedicated turning lanes were added to the CSAH 42 approaches.
- **Blaine Avenue & Connemara Trail** – new side-street stop-controlled intersection. Dedicated turning lanes were added to the Blaine Avenue approaches
- **Audrey Avenue & Connemara Trail** – new all-way stop-controlled intersection. Dedicated turning lanes were added to all approaches.

Table 99 provides a summary of the capacity analysis at the study intersections. The full SimTraffic reports are included in **Appendix E**.

Table 9: Short-Term (2027) Build Condition Level of Service

Intersection	Delay in sec/veh (Level of Service)											
	AM Peak Hour						PM Peak Hour					
	Left		Thru		Right		Left		Thru	Right		
CSAH 42 & TH 52 Northbound Ramps (Side Street Stop)												
Eastbound	12.1	(B)	1	(A)	-	(-)	10.6	(B)	2	(A)	-	(-)
Westbound	-	(-)	1.5	(A)	0.9	(A)	-	(-)	1.7	(A)	0.6	(A)

Intersection	Delay in sec/veh (Level of Service)											
	AM Peak Hour					PM Peak Hour						
	Left		Thru		Right	Left		Thru		Right		
Northbound	100+	(F)	-	(-)	100+	(F)	100+	(F)	100+	(F)		
Southbound	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)		
Intersection	94.3		(F)			79.2		(F)				
CSAH 42 & TH 52 Southbound Ramps (Side Street Stop)												
Eastbound	-	(-)	1.5	(A)	0.1	(A)	-	(-)	1.3	(A)	0.6	(A)
Westbound	9.6	(A)	1.8	(A)	-	(-)	6.6	(A)	2.6	(A)	-	(-)
Northbound	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)
Southbound	88.4	(F)	58.6	(F)	15.6	(C)	29.6	(D)	35.2	(E)	16.3	(C)
Intersection	13.3		(B)			7.7		(A)				
CSAH 42 & Blaine Avenue (CSAH 71) (Side Street Stop)												
Eastbound	10.5	(B)	1.7	(A)	-	(-)	18.1	(C)	3.2	(A)	-	(-)
Westbound	4	(A)	2.7	(A)	2.8	(A)	7.2	(A)	4.5	(A)	3.4	(A)
Northbound	22.3	(C)	26.9	(D)	8.6	(A)	43.5	(E)	100+	(F)	7.2	(A)
Southbound	83.8	(F)	2.8	(A)	4.7	(A)	100+	(F)	100+	(F)	100+	(F)
Intersection	4.9		(A)			100+		(F)				
CSAH 42 & Audrey Avenue (Side Street Stop)												
Eastbound	9.2	(A)	5	(A)	5.7	(A)	9.5	(A)	5.2	(A)	2.6	(A)
Westbound	4	(A)	1	(A)	0.8	(A)	7.3	(A)	2.1	(A)	2.1	(A)
Northbound	24.7	(C)	32.2	(D)	-	(-)	53	(F)	43.6	(E)	7.7	(A)
Southbound	26.8	(D)	1.6	(A)	4.1	(A)	100+	(F)	100+	(F)	100+	(F)
Intersection	4.5		(A)			46.4		(E)				
CSAH 42 & Akron Avenue (CR 73) (Signal)												
Eastbound	18.6	(B)	6.5	(A)	2.4	(A)	23.5	(C)	4.8	(A)	1.4	(A)
Westbound	-	(-)	8.7	(A)	3.1	(A)	32.1	(C)	15.5	(B)	7.4	(A)
Northbound	18.5	(B)	30.4	(C)	3.4	(A)	25.3	(C)	35.5	(D)	2.3	(A)
Southbound	16	(B)	14.7	(B)	4.2	(A)	21.6	(C)	17	(B)	7.8	(A)
Intersection	8.2		(A)			12.2		(B)				
Blaine Avenue (CSAH 71) and Connemara Trail (Side Street Stop)												
Eastbound	-	(-)	-	(-)	2.4	(A)	-	(-)	-	(-)	100+	(F)
Westbound	-	(-)	-	(-)	2.1	(A)	-	(-)	-	(-)	5.1	(A)
Northbound	1.9	(A)	0.9	(A)	1.1	(A)	3.9	(A)	0.9	(A)	0.6	(A)
Southbound	0.2	(A)	0.4	(A)	0	(A)	87.1	(F)	100+	(F)	44.2	(E)
Intersection	1.4		(A)			100+		(F)				
CSAH 42 and 3/4 Access (Side Street Stop)												
Eastbound	4.3	(A)	1.2	(A)	-	(-)	7.3	(A)	1.4	(A)	-	(-)
Westbound	-	(-)	1.4	(A)	1.5	(A)	-	(-)	2.1	(A)	2.5	(A)
Northbound	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)
Southbound	-	(-)	-	(-)	3.5	(A)	-	(-)	-	(-)	8.4	(A)
Intersection	1.4		(A)			2		(A)				
Audrey Avenue and Connemara Trail (All Way Stop)												
Eastbound	-	(-)	-	(-)	2.6	(A)	-	(-)	6.4	(A)	100+	(F)
Westbound	4.3	(A)	5	(A)	-	(-)	100+	(F)	60.5	(F)	-	(-)

Intersection	Delay in sec/veh (Level of Service)					
	AM Peak Hour			PM Peak Hour		
	Left	Thru	Right	Left	Thru	Right
Northbound	4.4 (A)	0 (A)	2.6 (A)	6.3 (A)	0.2 (A)	5.8 (A)
Southbound	- (-)	- (-)	- (-)	- (-)	- (-)	- (-)
Intersection	3 (A)			100+ (F)		

Note: delays in excess of 100 seconds per vehicle are reported as "100+"

Under the Short-Term (2027) Build Condition, many intersection movements are anticipated to operate at an acceptable LOS. Listed below are the intersection movements that do not operate at an acceptable LOS.

- **CSAH 42 & TH 52 Northbound Ramps** – the intersection is expected to operate at LOS F during the AM and PM peak hours with many of the northbound approach delays exceeding 10 minutes. The projected delay on this leg of the intersection is excessive and will require mitigation.
- **CSAH 42 & TH 52 Southbound Ramps** – the southbound left-turn is expected to operate at LOS F during the AM peak hour. The southbound through movement is also expected to operate at LOS F in the AM peak hour and LOS E in the PM peak hour; however, this movement is expected to serve less than 5 vehicles during each peak hour. The projected delay on this leg of the intersection is not unusual for a minor-street stop-controlled intersection with a heavily traveled roadway such as CSAH 42.
- **CSAH 42 & Blaine Avenue** – the intersection is expected to operate at LOS F in the PM peak hour with the southbound movements expected to experience over 20 minutes of delay. The projected delay on this leg of the intersection is excessive and will require mitigation.
- **CSAH 42 & Audrey Avenue** – the intersection is expected to operate at LOS E in the PM peak hour with the southbound left movement expected to have approximately 8 minutes of delay. The projected delay on this leg of the intersection is excessive and will require mitigation.
- **Blaine Avenue & Connemara Trail** – the intersection is expected to operate at LOS F in the PM peak hour. Much of this delay is caused by downstream queueing at CSAH 42 & Blaine Avenue.
- **Audrey Avenue and Connemara Trail** – the intersection is expected to operate at LOS F in the PM peak hour. Much of this delay is caused by downstream queueing at CSAH 42 & Audrey Avenue.

The 95th percentile queues were reviewed at the study intersections. The 95th percentile queues for the movements that exceed their storage capacity or have undesirable levels of delay are listed below.

- **CSAH 42 & TH 52 Northbound Ramps** – in the AM peak hour, the northbound approach would have approximately a 47-vehicle queue in the left-turn lane and a 16-vehicle queue in the right-turn lane which would exceed the provided storage bays. The PM peak hour has similar queueing.
- **CSAH 42 & TH 52 Southbound Ramps** – in the AM peak hour, the southbound approach would have approximately a 22-vehicle queue in the left-thru lane and about a 14-vehicle queue in the right-turn lane which would extend beyond the provided storage bay.

- **CSAH 42 & Blaine Avenue** – in the PM peak hour, the southbound approach would have approximately a 120-vehicle queue. This queue is expected to extend past and block Blaine Avenue and Connemara Trail, which is approximately a half-mile downstream.
- **CSAH 42 & Audrey Avenue** – in the PM peak hour, the southbound approach is projected to have an approximately 36-vehicle queue. This queue will exceed storage bay capacity and will block the downstream intersection, Audrey Avenue & Connemara Trail.
- **Blaine Avenue & Connemara Trail** in the PM peak hour, the stop-controlled eastbound approach is projected to have an approximately 32-vehicle queue; however, this non-stop-controlled southbound approach has a 36-vehicle queue. This is residual queuing from the downstream intersection of CSAH 42 & Blaine Avenue.
- **Audrey Avenue & Connemara Trail** – in the PM peak hour, the westbound approach would have approximately a 25-vehicle queue in the left-turn lane which would exceed storage bay capacity. This queueing is due to excessive queuing at the downstream intersection, CSAH 42 & Audrey Avenue.

5.7 SHORT-TERM (2027) BUILD + SOUTHERN INDUSTRIAL DEVELOPMENT
LEVEL OF SERVICE ANALYSIS

A capacity analysis was conducted for the Short-Term (2027) Build + Southern Industrial condition to determine how the study network is expected to operate with the addition of site traffic from the industrial development proposed south of CSAH 42. The analysis was performed for weekday AM and PM peak hours and is based on the traffic volumes provided in **Exhibit 10**. The improvements included in this scenario are the same as the previous scenario, Short-Turn (2027) Build. These improvements are listed below and in **Table 4** for Condition 5.

- **CSAH 42 & Blaine Avenue** – added dedicated turn lanes to all approaches
- **CSAH 42 & Audrey Avenue** – added dedicated turn lanes to all approaches
- **CSAH 42 & Access Drive** – new side-street stop-controlled intersection. The new Access Drive will be a 3/4th accesses, allowing right-ins, right-outs, and left-ins; left-outs will be prohibited. Dedicated turning lanes were added to the CSAH 42 approaches.
- **Blaine Avenue & Connemara Trail** – new side-street stop-controlled intersection. Dedicated turning lanes were added to the Blaine Avenue approaches
- **Audrey Avenue & Connemara Trail** – new all-way stop-controlled intersection. Dedicated turning lanes were added to all approaches.

Table 10 provides a summary of the capacity analysis at the study intersections. The full SimTraffic reports are included in **Appendix E**.

Table 10: Short-Term (2027) Build + Southern Industrial Development Condition Level of Service

Intersection	Delay in sec/veh (Level of Service)					
	AM Peak Hour			PM Peak Hour		
	Left	Thru	Right	Left	Thru	Right
CSAH 42 & TH 52 Northbound Ramps (Side Street Stop)						

Intersection	Delay in sec/veh (Level of Service)						
	AM Peak Hour			PM Peak Hour			
	Left	Thru	Right	Left	Thru	Right	
Eastbound	11.7 (B)	1 (A)	- (-)	17.1 (C)	2 (A)	- (-)	
Westbound	- (-)	1.6 (A)	0.7 (A)	- (-)	1.9 (A)	0.7 (A)	
Northbound	100+ (F)	- (-)	100+ (F)	100+ (F)	100+ (F)	100+ (F)	
Southbound	- (-)	- (-)	- (-)	- (-)	- (-)	- (-)	
Intersection	100+	(F)		100+	(F)		
CSAH 42 & TH 52 Southbound Ramps (Side Street Stop)							
Eastbound	- (-)	1.5 (A)	0.1 (A)	- (-)	1.8 (A)	0.7 (A)	
Westbound	5.7 (A)	1.9 (A)	- (-)	7.9 (A)	2.6 (A)	- (-)	
Northbound	- (-)	- (-)	- (-)	- (-)	- (-)	- (-)	
Southbound	84.5 (F)	100+ (F)	27.4 (D)	51.4 (F)	52.8 (F)	14.3 (B)	
Intersection	18	(C)		7.6	(A)		
CSAH 42 & Blaine Avenue (CSAH 71) (Side Street Stop)							
Eastbound	12.3 (B)	1.8 (A)	1.3 (A)	16.4 (C)	3.7 (A)	1.5 (A)	
Westbound	6.2 (A)	2.8 (A)	2.8 (A)	5.3 (A)	4.5 (A)	3 (A)	
Northbound	- (-)	53.4 (F)	6.4 (A)	100+ (F)	100+ (F)	18.2 (C)	
Southbound	100+ (F)	11.6 (B)	69.7 (F)	100+ (F)	100+ (F)	100+ (F)	
Intersection	12.8	(B)		100+	(F)		
CSAH 42 & Audrey Avenue (Side Street Stop)							
Eastbound	8.8 (A)	4.9 (A)	5.3 (A)	10 (A)	5.5 (A)	3.4 (A)	
Westbound	8.3 (A)	1.1 (A)	0.9 (A)	8.6 (A)	2.1 (A)	2 (A)	
Northbound	29.7 (D)	62.9 (F)	4.7 (A)	44.8 (E)	65.4 (F)	12.7 (B)	
Southbound	52.3 (F)	0.8 (A)	4.5 (A)	100+ (F)	100+ (F)	100+ (F)	
Intersection	5.7	(A)		50.8	(F)		
CSAH 42 & Akron Avenue (CR 73) (Signal)							
Eastbound	19.6 (B)	6.2 (A)	2.1 (A)	23.6 (C)	4.9 (A)	2.1 (A)	
Westbound	- (-)	8.4 (A)	3.5 (A)	56 (E)	15 (B)	7.6 (A)	
Northbound	15.9 (B)	22.2 (C)	4 (A)	25.9 (C)	28.3 (C)	3.7 (A)	
Southbound	15.7 (B)	14.2 (B)	4.4 (A)	23.1 (C)	15.4 (B)	7.9 (A)	
Intersection	7.9	(A)		12.2	(B)		
Blaine Avenue (CSAH 71) and Connemara Trail (Side Street Stop)							
Eastbound	- (-)	- (-)	2.2 (A)	- (-)	- (-)	100+ (F)	
Westbound	- (-)	- (-)	2.3 (A)	- (-)	- (-)	5.5 (A)	
Northbound	1.8 (A)	1 (A)	0.8 (A)	4 (A)	0.9 (A)	0.5 (A)	
Southbound	0.7 (A)	0.4 (A)	0 (A)	100+ (F)	100+ (F)	100+ (F)	
Intersection	1.4	(A)		100+	(F)		
CSAH 42 and 3/4 Access (Side Street Stop)							
Eastbound	4 (A)	1.3 (A)	- (-)	8.3 (A)	1.4 (A)	- (-)	
Westbound	- (-)	1.5 (A)	1.7 (A)	- (-)	2 (A)	2 (A)	
Northbound	- (-)	- (-)	- (-)	- (-)	- (-)	- (-)	
Southbound	- (-)	- (-)	4.3 (A)	- (-)	- (-)	9 (A)	
Intersection	1.5	(A)		1.9	(A)		
Audrey Avenue and Connemara Trail (All Way Stop)							
Eastbound	- (-)	- (-)	2.6 (A)	- (-)	- (-)	100+ (F)	

Intersection	Delay in sec/veh (Level of Service)											
	AM Peak Hour						PM Peak Hour					
	Left		Thru		Right		Left		Thru		Right	
Westbound	4.3	(A)	3.4	(A)	-	(-)	100+	(F)	100+	(F)	-	(-)
Northbound	4.2	(A)	0.6	(A)	2.6	(A)	6.2	(A)	0.3	(A)	6	(A)
Southbound	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)
Intersection	3				(A)		100+				(F)	

Note: delays in excess of 100 seconds per vehicle are reported as "100+"

Under Short-Term (2027) Build + Southern Industrial Development, few intersection movements are expected to operate an acceptable LOS. Listed below are the intersection movements that do not operate at an acceptable LOS.

- **CSAH 42 & TH 52 Northbound Ramps** – the intersection is expected to operate at LOS F during the AM and PM peak hours with many of the northbound approach delays exceeding 20 minutes. The projected delay on this leg of the intersection is excessive and will require mitigation.
- **CSAH 42 & TH 52 Southbound Ramps** – the southbound left-turn is expected to operate at LOS F during the AM and PM peak hours. The southbound through movement is also expected to operate at LOS F in the AM and PM peak hours; however, this movement is expected to serve less than 5 vehicles during each peak hour. The projected delay on this leg of the intersection is not unusual for a minor-street stop-controlled intersection with a heavily traveled roadway such as CSAH 42.
- **CSAH 42 & Blaine Avenue** – the intersection is expected to operate at LOS F in the PM peak hour with the southbound movements expected to experience over 20 minutes of delay and the northbound movements expected to experience several minutes of delay. The projected delay on this leg of the intersection is excessive and will require mitigation.
- **CSAH 42 & Audrey Avenue** – the intersection is expected to operate at LOS F in the PM peak hour with the southbound left movement expected to have approximately 10 minutes of delay. The projected delay on this leg of the intersection is excessive and will require mitigation.
- **CSAH 42 & Akron Avenue** – the westbound left-turn movement is expected to operate at LOS E in the PM peak hour. The projected delay on this movement is not unusual for a minor street left turn at a main thoroughfare such as CSAH 42.
- **Blaine Avenue & Connemara Trail** – the intersection is expected to operate at LOS F in the PM peak hour. Much of this delay is caused by downstream queueing at CSAH 42 & Blaine Avenue.
- **Audrey Avenue and Connemara Trail** – the intersection is expected to operate at LOS F in the PM peak hour. Much of this delay is caused by downstream queueing at CSAH 42 & Audrey Avenue.

The 95th percentile queues were reviewed at the study intersections. The 95th percentile queues for the movements that exceed their storage capacity or have undesirable levels of delay are listed below.

- **CSAH 42 & TH 52 Northbound Ramps** – in the AM peak hour, the northbound approach would have approximately a 45-vehicle queue in the left-turn lane and a 16-vehicle queue in the right-turn lane which would exceed the provided storage bays. The PM peak hour has similar queueing.

- **CSAH 42 & TH 52 Southbound Ramps** – in the AM peak hour, the southbound approach would have approximately a 28-vehicle queue in the left-thru lane and about a 19-vehicle queue in the right-turn lane which would extend beyond the provided storage bay.
- **CSAH 42 & Blaine Avenue** – in the PM peak hour, the southbound approach would have approximately a 128-vehicle queue. This queue is expected to extend past and block Blaine Avenue and Connemara Trail, which is approximately a half-mile downstream.
- **CSAH 42 & Audrey Avenue** – in the PM peak hour, the southbound approach is projected to have an approximately 32-vehicle queue. This queue will exceed storage bay capacity and will block the downstream intersection, Audrey Avenue & Connemara Trail.
- **Blaine Avenue & Connemara Trail** – in the PM peak hour, the stop-controlled eastbound approach is projected to have an approximately 31-vehicle queue; however, this non-stop-controlled southbound approach has a 30-vehicle queue. This is residual queuing from the downstream intersection of CSAH 42 & Blaine Avenue.
- **Audrey Avenue & Connemara Trail** – in the PM peak hour, the westbound approach would have approximately a 25-vehicle queue in the left-turn lane which would exceed storage bay capacity. This queueing is due to excessive queuing at the upstream intersection, CSAH 42 & Audrey Avenue.

5.8 LONG-TERM (2040) NO-BUILD WITH MITIGATION LEVEL OF SERVICE ANALYSIS

A capacity analysis was conducted for the 2040 No-Build traffic condition with mitigation at the study intersections to determine baseline conditions for the 2040 analysis year. The analysis was performed for weekday AM and PM peak hours and is based on the traffic volumes provided in **Exhibit 5**. Mitigation assumed is listed below.

- **TH 52 Northbound Ramps & CSAH 42** – Signalize the intersection.
- **TH 52 Southbound Ramps & CSAH 42** – Signalize the intersection.

Table 811 provides a summary of the capacity analysis at the study intersections. The full SimTraffic reports are included in **Appendix E**.

Table 111: Long-Term (2040) No-Build Level of Service

Intersection	Delay in sec/veh (Level of Service)											
	AM Peak Hour						PM Peak Hour					
	Left		Thru		Right		Left		Right			
CSAH 42 & TH 52 Northbound Ramps (Side Street Stop)												
Eastbound	41.9	(D)	3.6	(A)	-	(-)	53.6	(D)	3.6	(A)	-	(-)
Westbound	-	(-)	26.6	(C)	19.1	(B)	-	(-)	21.5	(C)	11.9	(B)
Northbound	59.7	(E)	-	(-)	6.9	(A)	56.7	(E)	48.1	(D)	6.4	(A)
Southbound	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)
Intersection	25.9					(C)	28.3					(C)
CSAH 42 & TH 52 Southbound Ramps (Side Street Stop)												
Eastbound	-	(-)	17.2	(B)	6.1	(A)	-	(-)	19	(B)	5.6	(A)
Westbound	67.5	(E)	7.3	(A)	-	(-)	64.7	(E)	12.8	(B)	-	(-)
Northbound	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)
Southbound	46	(D)	37.1	(D)	10.6	(B)	38.8	(D)	26.6	(C)	18	(B)
Intersection	17					(B)	18					(B)
CSAH 42 & CSAH 71 (Signal)												
Eastbound	8	(A)	3.3	(A)	1.4	(A)	11.8	(B)	3	(A)	2.4	(A)
Westbound	10.4	(B)	3.8	(A)	4.1	(A)	1.7	(A)	4.6	(A)	5.2	(A)
Northbound	-	(-)	5.5	(A)	10.6	(B)	21.8	(C)	31.6	(C)	9.2	(A)
Southbound	26.5	(C)	35.1	(D)	13.9	(B)	82.5	(F)	89.9	(F)	40.8	(D)
Intersection	4.5					(A)	7.9					(A)
CSAH 42 & Audrey Avenue (Side Street Stop)												
Eastbound	-	(-)	4.8	(A)	5.3	(A)	-	(-)	4.2	(A)	5.2	(A)
Westbound	6.6	(A)	3	(A)	-	(-)	6	(A)	3.2	(A)	-	(-)
Northbound	26	(D)	20.4	(C)	3.2	(A)	14.6	(B)	30.6	(D)	3.9	(A)
Southbound	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)
Intersection	26					(D)	30.6					(D)
CSAH 42 & CR 73 (Signal)												
Eastbound	28.8	(C)	10.5	(B)	2.8	(A)	39.9	(D)	11.8	(B)	1.9	(A)
Westbound	-	(-)	17.6	(B)	5.6	(A)	47.3	(D)	31.1	(C)	11.5	(B)
Northbound	27.5	(C)	35.1	(D)	7.3	(A)	38	(D)	44.6	(D)	6.5	(A)
Southbound	34.1	(C)	20.3	(C)	10.7	(B)	37.3	(D)	34.1	(C)	18.2	(B)
Intersection	17.3					(B)	24.6					(C)

Note: delays in excess of 100 seconds per vehicle are reported as "100+"

Under Long-Term (2040) No-Build Conditions, all intersection movements are anticipated to operate at an acceptable LOS except for the following:

- **CSAH 42 & TH 52 Northbound Ramps** – the northbound left-turn is expected to operate at LOS E during both the AM and PM peak hours, with delays averaging just under a minute for each.
- **CSAH 42 & TH 52 Southbound Ramps** – the westbound left-turn is expected to operate at LOS E in the AM and PM peak hours, with delays averaging just over a minute for each.
- **CSAH 42 & Blaine Avenue** – the southbound through and left movements are expected to operate at LOS F in the PM peak hour.

The 95th percentile queues were reviewed at the study intersections. The 95th percentile queues for the movements that exceed their storage capacity or have undesirable levels of delay are listed below.

CSAH 42 & TH 52 Northbound Ramps – in the AM peak hour, the eastbound approach would have approximately a 23-vehicle queue in the left turn lane which would extend past the TH 52 Southbound ramps intersection.

5.9 SHORT-TERM (2027) BUILD WITH MITIGATION LEVEL OF SERVICE ANALYSIS

A capacity analysis was conducted for the Short-Term (2027) Build with Mitigation conditions at the study intersections to determine improvements needed to maintain acceptable operations. The improvements that were included in the Short-Term (2027) Build with Mitigation conditions are listed below. The improvements are shown in **Exhibit 11** and listed in **Table 4** for Condition 6.

- **TH 52 Northbound Ramps & CSAH 42** – Signalize the intersection.
- **TH 52 Southbound Ramps & CSAH 42** – Signalize the intersection.
- **CSAH 42 & Blaine Avenue** – Signalize the intersection.
- **CSAH 42 & Audrey Avenue** – Signalize the intersection.

The analysis was performed for weekday AM and PM peak hours and is based on the traffic volumes provided in **Exhibit 9**.

Table 132 provides a summary of the capacity analysis at the study intersections. The full SimTraffic reports are included in **Appendix E**.

Table 122: Short-Term (2027) Build with Mitigation Level of Service

Intersection	Delay in sec/veh (Level of Service)								
	AM Peak Hour						PM Peak Hour		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
CSAH 42 & TH 52 Northbound Ramps (Signal)									
Eastbound	19.6 (B)	3.7 (A)	- (-)	43.3 (D)	5 (A)	- (-)			
Westbound	- (-)	45.9 (D)	15.9 (B)	- (-)	24.6 (C)	14.7 (B)			
Northbound	58.4 (E)	- (-)	5.9 (A)	59.6 (E)	82.5 (F)	7.1 (A)			
Southbound	- (-)	- (-)	- (-)	- (-)	- (-)	- (-)			
Intersection	22		(C)	30.1		(C)			
CSAH 42 & TH 52 Southbound Ramps (Signal)									
Eastbound	- (-)	12.1 (B)	6.8 (A)	- (-)	14.7 (B)	7.2 (A)			
Westbound	79.7 (E)	15 (B)	- (-)	78.4 (E)	5.1 (A)	- (-)			
Northbound	- (-)	- (-)	- (-)	- (-)	- (-)	- (-)			
Southbound	40.9 (D)	69.6 (E)	7.4 (A)	53.7 (D)	100+ (F)	7 (A)			
Intersection	14		(B)	12.3		(B)			

Note: delays in excess of 100 seconds per vehicle are reported as "100+"

Intersection	Delay in sec/veh (Level of Service)								
	AM Peak Hour						PM Peak Hour		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
CSAH 42 & Blaine Avenue (CSAH 71) (Signal)									
Eastbound	56.2	(E)	4.7 (A)	- (-)	60.8	(E)	6.1 (A)	2.9 (A)	
Westbound	63.1	(E)	16.7 (B)	13.1 (B)	84.6	(F)	13.4 (B)	9.7 (A)	
Northbound	- (-)	48.3 (D)	3 (A)	52.4 (D)	71.9	(E)	5.6 (A)		
Southbound	45.3 (D)	4.9 (A)	5.5 (A)	48 (D)	12.9 (B)	14.9 (B)			
Intersection	14.1		(B)	14.6		(B)			
CSAH 42 & Audrey Avenue (Signal)									
Eastbound	47.9 (D)	7 (A)	3.7 (A)	58.1	(E)	10.2 (B)	4.4 (A)		
Westbound	56.1	(E)	5.3 (A)	2.6 (A)	50.6 (D)	8.8 (A)	3.8 (A)		
Northbound	34 (C)	34.8 (C)	- (-)	34.1 (C)	47.4 (D)	7.6 (A)			
Southbound	41.4 (D)	1 (A)	3.6 (A)	40.1 (D)	2.4 (A)	11.9 (B)			
Intersection	9		(A)	12.6		(B)			
CSAH 42 & Akron Avenue (CR 73) (Signal)									
Eastbound	61.1	(E)	4.9 (A)	1.8 (A)	58.6	(E)	4.7 (A)	1.2 (A)	
Westbound	- (-)	10.5 (B)	7.1 (A)	85.3	(F)	17.6 (B)	10.5 (B)		
Northbound	52.6 (D)	61.1	(E)	5.8 (A)	57.9	(E)	71.7	(E)	3.6 (A)
Southbound	50.7 (D)	50.7 (D)	5.9 (A)	61.4	(E)	73.6	(E)	9.8 (A)	
Intersection	13		(B)	19.3		(B)			
Blaine Avenue (CSAH 71) and Connemara Trail (Side Street Stop)									
Eastbound	- (-)	- (-)	2.2 (A)	- (-)	- (-)	7.2 (A)			
Westbound	- (-)	- (-)	2 (A)	- (-)	- (-)	5.6 (A)			
Northbound	2.5 (A)	1.5 (A)	1.4 (A)	4.3 (A)	1.2 (A)	0.7 (A)			
Southbound	0.7 (A)	0.4 (A)	0 (A)	3.2 (A)	0.4 (A)	0 (A)			
Intersection	1.9		(A)	4.1		(A)			
CSAH 42 and 3/4 Access (Side Street Stop)									
Eastbound	7.1 (A)	2.7 (A)	- (-)	9.8 (A)	2.1 (A)	- (-)			
Westbound	- (-)	4.3 (A)	5.3 (A)	- (-)	2.9 (A)	3.3 (A)			
Northbound	- (-)	- (-)	- (-)	- (-)	- (-)	- (-)			
Southbound	- (-)	- (-)	4.2 (A)	- (-)	- (-)	9.2 (A)			
Intersection	3.7		(A)	2.8		(A)			
Audrey Avenue and Connemara Trail (All Way Stop)									
Eastbound	- (-)	3.4 (A)	2.7 (A)	- (-)	6 (A)	6.4 (A)			
Westbound	4.3 (A)	5.8 (A)	- (-)	8.5 (A)	6.6 (A)	- (-)			
Northbound	4.4 (A)	0.1 (A)	3.1 (A)	0.2 (A)	5.9 (A)	6.3 (A)			
Southbound	- (-)	- (-)	- (-)	- (-)	- (-)	- (-)			
Intersection	3.3		(A)	6.2		(A)			

Under the Short-Term (2027) Build with Mitigation conditions, most intersection movements are anticipated to operate at an acceptable LOS. Eighteen movements across the AM and PM peak hours are projected to operate at LOS E. These movements mostly consist of minor-leg approaches or left turns along CSAH 42. The projected delay for these movements is not unusual for minor street movements or non-through mainline movements at signalized intersections with mainline priority.

Additionally, the westbound left at CSAH 42 & Blaine Avenue (CSAH 71) is projected to operate at LOS F; however, this movement is projected to serve less than 40 vehicles during the PM peak hour. The

westbound left turn movement at CSAH 42 & Akron Avenue (CR 73) is projected to operate at LOS F, but this movement serves less than 5 vehicles during the PM peak hour.

The 95th percentile queues were reviewed at the study intersections. There are no queuing issues at the study intersections.

5.10 SHORT-TERM (2027) BUILD + SOUTHERN INDUSTRIAL DEVELOPMENT WITH MITIGATION LEVEL OF SERVICE ANALYSIS

A capacity analysis was conducted for the Short-Term (2027) Build + Southern Industrial Development with Mitigation conditions at the study intersections to determine improvements needed to maintain acceptable operations. The improvements that were included in the Short-Term (2027) Build + Southern Industrial Development with Mitigation conditions are listed below. The improvements are shown in **Exhibit 11** and listed in **Table 4** for Condition 6.

- **TH 52 Northbound Ramps & CSAH 42** – Signalize the intersection.
- **TH 52 Southbound Ramps & CSAH 42** – Signalize the intersection.
- **CSAH 42 & Blaine Avenue** – Signalize the intersection.
- **CSAH 42 & Audrey Avenue** – Signalize the intersection.

The analysis was performed for weekday AM and PM peak hours and is based on the traffic volumes provided in **Exhibit 14**.

Table 133 provides a summary of the capacity analysis at the study intersections. The full SimTraffic reports are included in **Appendix E**.

Table 133: Short-Term (2027) Build + Southern Industrial Development with Mitigation Level of Service

Intersection	Delay in sec/veh (Level of Service)									
	AM Peak Hour					PM Peak Hour				
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
CSAH 42 & TH 52 Northbound Ramps (Signal)										
Eastbound	19.1 (B)	3.9 (A)	- (-)	59.7 (E)	4.6 (A)	- (-)				
Westbound	- (-)	48 (D)	16.8 (B)	- (-)	33.8 (C)	24.6 (C)				
Northbound	54.3 (D)	- (-)	6.1 (A)	57.1 (E)	55.2 (E)	5.9 (A)				
Southbound	- (-)	- (-)	- (-)	- (-)	- (-)	- (-)				
Intersection	22.4		(C)	41.4		(D)				
CSAH 42 & TH 52 Southbound Ramps (Signal)										
Eastbound	- (-)	6.7 (A)	1 (A)	- (-)	52.1 (D)	17.5 (B)				
Westbound	71.2 (E)	15.8 (B)	- (-)	86.9 (F)	6.4 (A)	- (-)				
Northbound	- (-)	- (-)	- (-)	- (-)	- (-)	- (-)				
Southbound	39.1 (D)	60.5 (E)	8.6 (A)	55.4 (E)	46.1 (D)	7.2 (A)				
Intersection	12.1		(B)	30.7		(C)				
CSAH 42 & Blaine Avenue (CSAH 71) (Signal)										
Eastbound	51 (D)	9.8 (A)	3.2 (A)	61 (E)	8.2 (A)	1.2 (A)				
Westbound	48.5 (D)	11.6 (B)	7.9 (A)	- (-)	15.6 (B)	10.5 (B)				
Northbound	- (-)	24.8 (C)	7.6 (A)	44.1 (D)	52.4 (D)	13 (B)				

Intersection	Delay in sec/veh (Level of Service)											
	AM Peak Hour						PM Peak Hour					
	Left		Thru		Right		Left		Thru		Right	
Southbound	42.4	(D)	4.4	(A)	6.9	(A)	50	(D)	19.2	(B)	17.6	(B)
Intersection	13.9					(B)	16.5					(B)
CSAH 42 & Audrey Avenue (Signal)												
Eastbound	43	(D)	8.3	(A)	5.7	(A)	57.7	(E)	10.9	(B)	3	(A)
Westbound	48.8	(D)	6.6	(A)	2.5	(A)	79.4	(E)	9.9	(A)	3.7	(A)
Northbound	52.5	(D)	46.4	(D)	7	(A)	36	(D)	100+	(F)	9.8	(A)
Southbound	44.9	(D)	0.5	(A)	5.3	(A)	43.9	(D)	2.2	(A)	10.1	(B)
Intersection	10.8					(B)	14.1					(B)
CSAH 42 & Akron Avenue (CR 73) (Signal)												
Eastbound	61.1	(E)	4.9	(A)	1.8	(A)	55.9	(E)	5.2	(A)	0.7	(A)
Westbound	-	(-)	10.5	(B)	7.1	(A)	43.2	(D)	18.4	(B)	11.5	(B)
Northbound	52.6	(D)	61.1	(E)	5.8	(A)	51.7	(D)	53.7	(D)	3.7	(A)
Southbound	50.7	(D)	50.7	(D)	5.9	(A)	57.1	(E)	67.5	(E)	10.9	(B)
Intersection	13					(B)	19.2					(B)
Blaine Avenue (CSAH 71) and Connemara Trail (Side Street Stop)												
Eastbound	-	(-)	-	(-)	2.2	(A)	-	(-)	-	(-)	7.1	(A)
Westbound	-	(-)	-	(-)	2.7	(A)	-	(-)	-	(-)	5.1	(A)
Northbound	2.2	(A)	1.4	(A)	0.6	(A)	4.6	(A)	1.1	(A)	1	(A)
Southbound	0.9	(A)	0.4	(A)	0	(A)	2.9	(A)	0.4	(A)	0	(A)
Intersection	1.7					(A)	4.1					(A)
CSAH 42 and 3/4 Access (Side Street Stop)												
Eastbound	7.8	(A)	3.1	(A)	-	(-)	9.7	(A)	2.2	(A)	-	(-)
Westbound	-	(-)	4.3	(A)	5.4	(A)	-	(-)	3	(A)	3.6	(A)
Northbound	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)
Southbound	-	(-)	-	(-)	4.8	(A)	-	(-)	-	(-)	10.3	(B)
Intersection	3.9					(A)	2.8					(A)
Audrey Avenue and Connemara Trail (All Way Stop)												
Eastbound	-	(-)	3.7	(A)	2.7	(A)	-	(-)	3.7	(A)	6.1	(A)
Westbound	4.3	(A)	5.3	(A)	-	(-)	6.3	(A)	7.8	(A)	-	(-)
Northbound	4.4	(A)	0.3	(A)	3	(A)	6.2	(A)	0.1	(A)	6.1	(A)
Southbound	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)
Intersection	3.2					(A)	6.2					(A)

Note: delays in excess of 100 seconds per vehicle are reported as "100+"

Under the Short-Term (2027) Build + Southern Industrial Development with Mitigation conditions, most intersection movements are anticipated to operate at an acceptable LOS. Fourteen movements across the AM and PM peak hours are projected to operate at LOS E. These movements mostly consist of minor-leg approaches or left turns along CSAH 42. The projected delay for these movements is not unusual for minor street movements or non-through mainline movements at signalized intersections with mainline priority.

Additionally, the westbound left at TH 42 & CSAH 42 is projected to operate at LOS F; however, this movement is projected to serve less than 30 vehicles in the peak hours. The northbound through movement at CSAH 42 & Audrey is projected to operate at LOS F, but this movement is projected to serve less than 5 vehicles in the peak hours.

The 95th percentile queues were reviewed at the study intersections. There are no queuing issues at the study intersections.

5.11 LONG-TERM (2040) BUILD WITH MITIGATION LEVEL OF SERVICE ANALYSIS

The Long-Term (2040) Build without Mitigation condition was not analyzed because the Short-Term (2027) Build condition required mitigation. Traffic volumes are shown in **Exhibit 12**. The Long-Term (2040) Build condition, with many additional years of background traffic growth, would also require the mitigation. Therefore, a capacity analysis was conducted for the Long-Term (2040) Build with Mitigation conditions at the study intersections to determine improvements needed to maintain acceptable operations. The improvements that were included in the Long-Term (2040) Build with Mitigation conditions are listed below. The improvements are also listed in **Table 4** for Condition 7.

Below are the mitigation measures included in the Short-Term (2027) Build + Southern Industrial Development condition.

- **TH 52 Northbound Ramps & CSAH 42** – Signalize the intersection.
- **TH 52 Southbound Ramps & CSAH 42** – Signalize the intersection.
- **CSAH 42 & Blaine Avenue** – Signalize the intersection.
- **CSAH 42 & Audrey Avenue** – Signalize the intersection.

Below are the additional mitigation measures included in this scenario.

- **TH 52 Northbound Ramps & CSAH 42** – Dual eastbound left-turn lanes.
- **CSAH 42 & Blaine Avenue** – Dual southbound left-turn lanes.
- **CSAH 42 & Audrey Avenue** – Dual southbound left-turn lanes.

The analysis was performed for weekday AM and PM peak hours and is based on the traffic volumes provided in **Exhibit 16**.

Table 144 provides a summary of the capacity analysis at the study intersections. The full SimTraffic reports are included in **Appendix E**.

Table 144: Long-Term (2040) Build with Mitigation Level of Service

Intersection	Delay in sec/veh (Level of Service)												
	AM Peak Hour						PM Peak Hour						
	Left		Thru		Right		Left		Thru		Right		
CSAH 42 & TH 52 Northbound Ramps (Signal)													
Eastbound	38.5	(D)	6.7	(A)	-	(-)	47.9	(D)	6.5	(A)	-	(-)	
Westbound	-	(-)	17.5	(B)	7.5	(A)	-	(-)	16.7	(B)	6.9	(A)	
Northbound	52.7	(D)	-	(-)	6.1	(A)	54.9	(D)	46.1	(D)	6.3	(A)	
Southbound	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)	
Intersection	24.2						29.8						(C)
CSAH 42 & TH 52 Southbound Ramps (Signal)													
Eastbound	-	(-)	13.8	(B)	8.7	(A)	-	(-)	16.6	(B)	10.6	(B)	
Westbound	66.8	(E)	9	(A)	-	(-)	73.2	(E)	4.9	(A)	-	(-)	
Northbound	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)	
Southbound	45.7	(D)	58	(E)	9.5	(A)	51.8	(D)	-	(-)	9.4	(A)	
Intersection	14.4						13.7						(B)
CSAH 42 & Blaine Avenue (CSAH 71) (Signal)													
Eastbound	60.5	(E)	4.1	(A)	69.1	(E)	62.3	(E)	6.8	(A)	-	(-)	
Westbound	14.6	(B)	12.5	(B)	36.1	(D)	46.2	(D)	15.4	(B)	11.3	(B)	
Northbound	-	(-)	34.2	(C)	8.4	(A)	47.3	(D)	68.1	(E)	9.2	(A)	
Southbound	53.2	(D)	5.7	(A)	9	(A)	52.1	(D)	23.3	(C)	25.4	(C)	
Intersection	13.2						16.7						(B)
CSAH 42 & Audrey Avenue (Signal)													
Eastbound	47.9	(D)	7.5	(A)	8.2	(A)	67.5	(E)	9.9	(A)	6.2	(A)	
Westbound	59.8	(E)	4.5	(A)	2.5	(A)	49.4	(D)	7.1	(A)	3.7	(A)	
Northbound	35.1	(D)	29.7	(C)	-	(-)	42.8	(D)	39.6	(D)	3.5	(A)	
Southbound	45.6	(D)	0.8	(A)	6.6	(A)	44.6	(D)	2.1	(A)	14.4	(B)	
Intersection	8.6						11.4						(B)
CSAH 42 & Akron Avenue (CR 73) (Signal)													
Eastbound	64	(E)	11.8	(B)	2.6	(A)	58.6	(E)	15.1	(B)	2.4	(A)	
Westbound	-	(-)	18.9	(B)	7.2	(A)	87.1	(F)	30.2	(C)	13.8	(B)	
Northbound	51.5	(D)	69.6	(E)	11.3	(B)	52.1	(D)	61.8	(E)	7.2	(A)	
Southbound	100+	(F)	97	(F)	53.6	(D)	60.1	(E)	52.6	(D)	28.3	(C)	
Intersection	45.3						30.7						(C)
Blaine Avenue (CSAH 71) and Connemara Trail (Side Street Stop)													
Eastbound	-	(-)	-	(-)	2.3	(A)	-	(-)	-	(-)	7.5	(A)	
Westbound	-	(-)	-	(-)	2.2	(A)	-	(-)	-	(-)	5.2	(A)	
Northbound	2.8	(A)	1.6	(A)	1.6	(A)	5.3	(A)	1.6	(A)	1	(A)	
Southbound	0.5	(A)	0.4	(A)	0	(A)	3.7	(A)	0.5	(A)	0.5	(A)	
Intersection	1.9						3.9						(A)
CSAH 42 and 3/4 Access (Side Street Stop)													
Eastbound	6.8	(A)	2.6	(A)	-	(-)	9.8	(A)	2.4	(A)	-	(-)	
Westbound	-	(-)	4.1	(A)	5.1	(A)	-	(-)	3.4	(A)	3.9	(A)	
Northbound	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)	
Southbound	-	(-)	-	(-)	4.1	(A)	-	(-)	-	(-)	11.7	(B)	
Intersection	3.5						3.2						(A)

Intersection	Delay in sec/veh (Level of Service)											
	AM Peak Hour					PM Peak Hour						
	Left		Thru		Right	Left		Thru		Right		
Audrey Avenue and Connemara Trail (All Way Stop)												
Eastbound	-	(-)	-	(-)	2.9	(A)	-	(-)	-	(-)	6.2	(A)
Westbound	4.2	(A)	6	(A)	-	(-)	6.2	(A)	4.8	(A)	-	(-)
Northbound	4.6	(A)	0.7	(A)	3.1	(A)	6.2	(A)	0.3	(A)	6	(A)
Southbound	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)
Intersection	3.3					(A)	6.1					(A)

Note: delays in excess of 100 seconds per vehicle are reported as "100+"

Under the Long-Term (2040) Build with Mitigation condition, most intersection movements are anticipated to operate at an acceptable LOS. Fourteen movements across the AM and PM peak hours are projected to operate at LOS E, and three movements across the AM and PM peak hours are projected to operate at LOS F. These movements mostly consist of minor-leg approaches or left-turns along CSAH 42. The projected delay for these movements is not unusual for minor-street movements or non-through mainline movements at signalized intersections with mainline priority.

The 95th percentile queues were reviewed at the study intersections. There are no queuing issues at the study intersections except for the southbound left at CSAH 42 & Akron Avenue. A 28-vehicle queue is projected in the AM peak hour and a 17-vehicle queue is projected in the PM peak hour. Queues at CSAH 42 and Akron Avenue should be monitored to determine if additional mitigation is required for the Long-Term Year (2040).

5.12 LONG-TERM (2040) BUILD + SOUTHERN INDUSTRIAL DEVELOPMENT WITH MITIGATION LEVEL OF SERVICE ANALYSIS

A capacity analysis was conducted for the Long-Term (2040) Build + Southern Industrial condition to determine the improvements needed to maintain acceptable operations with the addition of site traffic from the industrial development proposed south of CSAH 42. Traffic volumes are shown in **Exhibit 13**. The improvements that were included in the Long-Term (2040) Build + Southern Industrial Development with Mitigation condition are listed below. The improvements are shown in **Exhibit 14** and listed in **Table 4** for Condition 8.

Below are the mitigation measures included in the Short-Term (2027) Build + Southern Industrial Development condition.

- **TH 52 Northbound Ramps & CSAH 42** – Signalize the intersection.
- **TH 52 Southbound Ramps & CSAH 42** – Signalize the intersection.
- **CSAH 42 & Blaine Avenue** – Signalize the intersection.
- **CSAH 42 & Audrey Avenue** – Signalize the intersection.

Below are the additional mitigation measures included in this scenario and the previous, Long-Term (2040) Build with Mitigation scenario.

- **TH 52 Northbound Ramps & CSAH 42** – Dual eastbound left-turn lanes.

- **CSAH 42 & Blaine Avenue** – Dual southbound left-turn lanes.
- **CSAH 42 & Audrey Avenue** – Dual southbound left-turn lanes.

The analysis was performed for weekday AM and PM peak hours and is based on the traffic volumes provided in **Exhibit 16**.

Table 15 provides a summary of the capacity analysis at the study intersections. The full SimTraffic reports are included in **Appendix E**.

Table 15: Long-Term (2040) Build + Southern Industrial Development with Mitigation Level of Service

Intersection	Delay in sec/veh (Level of Service)											
	AM Peak Hour						PM Peak Hour					
	Left		Thru		Right		Left		Thru		Right	
CSAH 42 & TH 52 Northbound Ramps (Signal)												
Eastbound	39.2	(D)	6.4	(A)	-	(-)	45.1	(D)	6.6	(A)	-	(-)
Westbound	-	(-)	18.1	(B)	7.8	(A)	-	(-)	22.6	(C)	10.2	(B)
Northbound	55.8	(E)	-	(-)	6.8	(A)	58.3	(E)	62.4	(E)	6.6	(A)
Southbound	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)
Intersection	25.3					(C)	31.8					(C)
CSAH 42 & TH 52 Southbound Ramps (Signal)												
Eastbound	-	(-)	12.7	(B)	9.1	(A)	-	(-)	17.5	(B)	13.2	(B)
Westbound	67	(E)	8.7	(A)	-	(-)	75.5	(E)	4.5	(A)	-	(-)
Northbound	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)
Southbound	39.7	(D)	46.7	(D)	12	(B)	51.1	(D)	31.2	(C)	9.6	(A)
Intersection	14					(B)	14.5					(B)
CSAH 42 & Blaine Avenue (CSAH 71) (Signal)												
Eastbound	59.8	(E)	6.5	(A)	3.2	(A)	65.7	(E)	10	(A)	-	(-)
Westbound	65.9	(E)	14.8	(B)	13.1	(B)	71.4	(E)	17.2	(B)	11.4	(B)
Northbound	-	(-)	35	(C)	6.7	(A)	53.3	(D)	61.6	(E)	16.9	(B)
Southbound	57.2	(E)	6.4	(A)	11.9	(B)	51	(D)	23.7	(C)	23.7	(C)
Intersection	15.9					(B)	18.6					(B)
CSAH 42 & Audrey Avenue (Signal)												
Eastbound	46.2	(D)	9.6	(A)	7	(A)	67.3	(E)	10.3	(B)	5.8	(A)
Westbound	46.8	(D)	7	(A)	2.9	(A)	57.3	(E)	7.9	(A)	4	(A)
Northbound	45.3	(D)	57.5	(E)	7.7	(A)	49.7	(D)	54.8	(D)	12.7	(B)
Southbound	42.4	(D)	1.5	(A)	5.1	(A)	46.5	(D)	2.2	(A)	14	(B)
Intersection	11.3					(B)	12.8					(B)
CSAH 42 & Akron Avenue (CR 73) (Signal)												
Eastbound	67.1	(E)	12.7	(B)	2.8	(A)	58.2	(E)	14.8	(B)	2.3	(A)
Westbound	-	(-)	19.2	(B)	7.7	(A)	93.7	(F)	34.9	(C)	15.4	(B)
Northbound	51.3	(D)	62.7	(E)	8.3	(A)	58.1	(E)	66.4	(E)	7.5	(A)
Southbound	98.9	(F)	63.2	(E)	22.5	(C)	57.1	(E)	40.6	(D)	28.6	(C)
Intersection	31.2					(C)	32.4					(C)
Blaine Avenue (CSAH 71) and Connemara Trail (Side Street Stop)												
Eastbound	-	(-)	-	(-)	2.5	(A)	-	(-)	-	(-)	7.6	(A)
Westbound	-	(-)	-	(-)	2.6	(A)	-	(-)	-	(-)	5.8	(A)
Northbound	3	(A)	1.7	(A)	1.7	(A)	5.2	(A)	1.7	(A)	0.4	(A)

Intersection	Delay in sec/veh (Level of Service)											
	AM Peak Hour						PM Peak Hour					
	Left		Thru		Right		Left		Thru		Right	
Southbound	0.4	(A)	0.5	(A)	0.1	(A)	3.8	(A)	0.5	(A)	0	(A)
Intersection	2				(A)		4				(A)	
CSAH 42 and 3/4 Access (Side Street Stop)												
Eastbound	8.7	(A)	3.4	(A)	-	(-)	12.1	(B)	2.5	(A)	-	(-)
Westbound	-	(-)	4.1	(A)	4.8	(A)	-	(-)	3.4	(A)	3.9	(A)
Northbound	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)
Southbound	-	(-)	-	(-)	5	(A)	-	(-)	-	(-)	12.3	(B)
Intersection	3.9				(A)		3.2				(A)	
Audrey Avenue and Connemara Trail (All Way Stop)												
Eastbound	-	(-)	4.4	(A)	2.6	(A)	-	(-)	-	(-)	6.4	(A)
Westbound	4.4	(A)	4.7	(A)	-	(-)	6.4	(A)	4.6	(A)	-	(-)
Northbound	4.4	(A)	0.1	(A)	3.2	(A)	5.9	(A)	0.3	(A)	5.9	(A)
Southbound	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)	-	(-)
Intersection	3.4				(A)		6.3				(A)	

Note: delays in excess of 100 seconds per vehicle are reported as "100+"

Under the Long-Term (2040) Build + Southern Industrial Development with Mitigation condition, most intersection movements are anticipated to operate at an acceptable LOS. Twenty-one movements across the AM and PM peak hours are projected to operate at LOS E, and two movements across the AM and PM peak hours are projected to operate at LOS F. These movements mostly consist of minor-leg approaches or left-turns along CSAH 42. The projected delay for these movements is not unusual for minor-street movements or non-through mainline movements at signalized intersections with mainline priority.

The 95th percentile queues were reviewed at the study intersections. There are no queuing issues at the study intersections except for the southbound left at CSAH 42 & Akron Avenue. A 23-vehicle queue is projected in the AM peak hour. These queues exceed the provided storage. Queues at CSAH 42 and Akron Avenue should be monitored to determine if additional mitigation is required for the Long-Term Year (2040).

6.0 CONCLUSIONS AND RECOMMENDATIONS

The Rosemount Industrial Development AUAR has provided traffic analysis for the Rosemount Industrial Development site, adjacent to CSAH 42 and Blaine Avenue in Rosemount, MN. No-Build, Build, and Build + Southern Industrial Development conditions were analyzed for their Short-Term (2027) and Long-Term (2040) Traffic impacts. The following provides a summary of the analysis.

6.1 PROJECT TRAFFIC DEVELOPMENT

The Build condition is anticipated to generate 5,066 daily trips, 595 trips during the AM peak hour (509 entering and 86 exiting), and 563 trips during the PM peak hour (135 entering and 428 exiting).

After discussions with the developer, it was determined that the Build condition represents the most likely development scenario and the maximum site density per City of Rosemount code. The Rosemount Industrial Development site will have three accesses. One 3/4th access on CSAH 42, and two full accesses at the future intersections of Blaine Avenue & Connemara Trail and Audrey Avenue & Connemara Trail.

6.2 SHORT-TERM (2027) NO-BUILD LEVEL OF SERVICE ANALYSIS SUMMARY

A capacity analysis was conducted for 2027 No-Build traffic conditions at the study intersections to determine baseline conditions for the 2027 analysis year. No improvements were incorporated into the traffic model.

Based on the analysis, all intersections are anticipated to operate at acceptable LOS and there are no queuing issues at the study intersections. However, the northbound and southbound left-turn movements at the TH 52 & CSAH 42 intersections operate at LOS E and LOS F.

6.3 SHORT-TERM (2027) BUILD LEVEL OF SERVICE ANALYSIS SUMMARY

A capacity analysis was conducted for 2027 Build traffic conditions at study intersections to determine if the additional site traffic is projected to significantly impact the operating conditions of the study intersections. No improvements were incorporated into the traffic model.

Based on the analysis, most intersections are anticipated to operate at unacceptable LOS, and there are many locations with excess queueing. With the added mitigation, all intersections are anticipated to operate at an acceptable LOS and the queueing is greatly reduced.

6.4 SHORT-TERM (2027) BUILD + SOUTHERN INDUSTRIAL DEVELOPMENT LEVEL OF SERVICE ANALYSIS SUMMARY

Short-Term 2027 Build + Southern Industrial Development traffic conditions were studied with and without mitigation at study intersections to determine if the additional site traffic is projected to significantly impacts the operating conditions of the study intersections and what mitigation measures would be necessary. The first analysis assumed the base geometry and the mitigated analysis utilized the geometry and intersection control from **Table 4**, Condition 6.

Based on the unmitigated analysis, most intersections are anticipated to operate at unacceptable LOS, and there are many locations with excess queueing. With the added mitigation, all intersections are anticipated to operate at an acceptable LOS and the queueing is greatly reduced.

6.5 LONG-TERM (2040) NO-BUILD LEVEL OF SERVICE ANALYSIS SUMMARY

A capacity analysis was conducted for 2040 No-Build traffic conditions at the study intersections to determine baseline conditions for the 2040 analysis year. No improvements were incorporated into the traffic model.

Based on the analysis, most intersections are anticipated to operate at acceptable LOS, and there are no queuing issues at the study intersections except at the intersection of TH 52 & CSAH 42. The following intersections have movements that are anticipated to operate at unacceptable LOS:

- TH 52 Northbound Ramps & CSAH 42 (AM & PM peak hours)
- CSAH 42 & Blaine Avenue (PM peak hour)

6.6 LONG-TERM (2040) BUILD + SOUTHERN INDUSTRIAL DEVELOPMENT LEVEL OF SERVICE ANALYSIS SUMMARY

A capacity analysis was performed for Long-Term (2040) Build + Southern Industrial Development to determine what mitigation measures will be necessary. The mitigated analysis utilized the geometry and intersection control from **Table 4**, Condition 8.

Based on the mitigated analysis, all intersections operate at an acceptable LOS during the AM and PM peak hours. However, there are many instances of minor-street movements or non-through-mainline movements that are projected to operate at unacceptable LOS. Since the mainline will receive priority along the corridor, these delays were considered acceptable.

All queues are expected to be within their respective storage capacity except at the intersection of CSAH 42 & Akron Avenue.

6.7 MITIGATION PLAN AND GEOMETRY IMPROVEMENTS

The following provides a summary of mitigation and geometry improvements that were identified as part of the traffic analysis for the Rosemount Industrial Development.

Existing (2023) Conditions

- No Mitigation Necessary

Short-Term (2027) No-Build Conditions

- No Mitigation Necessary

Short-Term (2027) Build Conditions

- TH 52 Northbound Ramps & CSAH 42: Installation of a signal
- TH 52 Southbound Ramps & CSAH 42: Installation of a signal
- CSAH 42 & Blaine Avenue: Installation of dedicated turn-lanes at all approaches and a signal
- CSAH 42 & Audrey Avenue: Installation of dedicated turn-lanes at all approaches and a signal
- CSAH 42 & Access Drive: Installation of dedicated turning lanes on CSAH 42 approaches
- Blaine Avenue & Connemara Trail: Installation of dedicated turning lanes on Blaine Avenue approaches
- Audrey Avenue & Connemara Trail: Installation of dedicated turning lanes to all approaches

Short-Term (2027) Build + Southern Industrial Development Conditions

- TH 52 Northbound Ramps & CSAH 42: Installation of a signal
- TH 52 Southbound Ramps & CSAH 42: Installation of a signal
- CSAH 42 & Blaine Avenue: Installation of dedicated turn-lanes at all approaches and a signal
- CSAH 42 & Audrey Avenue: Installation of dedicated turn-lanes at all approaches and a signal
- CSAH 42 & Access Drive: Installation of dedicated turning lanes on CSAH 42 approaches
- Blaine Avenue & Connemara Trail: Installation of dedicated turning lanes on Blaine Avenue approaches
- Audrey Avenue & Connemara Trail: Installation of dedicated turning lanes to all approaches

Long-Term (2040) No-Build Conditions

- TH 52 Northbound Ramps & CSAH 42: Installation of a signal
- TH 52 Southbound Ramps & CSAH 42: Installation of a signal

Long-Term (2040) Build + Southern Industrial Development Conditions

- All modifications from Short-Term (2027) Build + Southern Industrial Development Conditions
- TH 52 Northbound Ramps & CSAH 42: Installation of dual eastbound left-turn lanes
- CSAH 42 & Blaine Avenue: Installation of dual southbound left-turn lanes
- CSAH 42 & Audrey Avenue: Installation of dual southbound left-turn lanes

APPENDIX

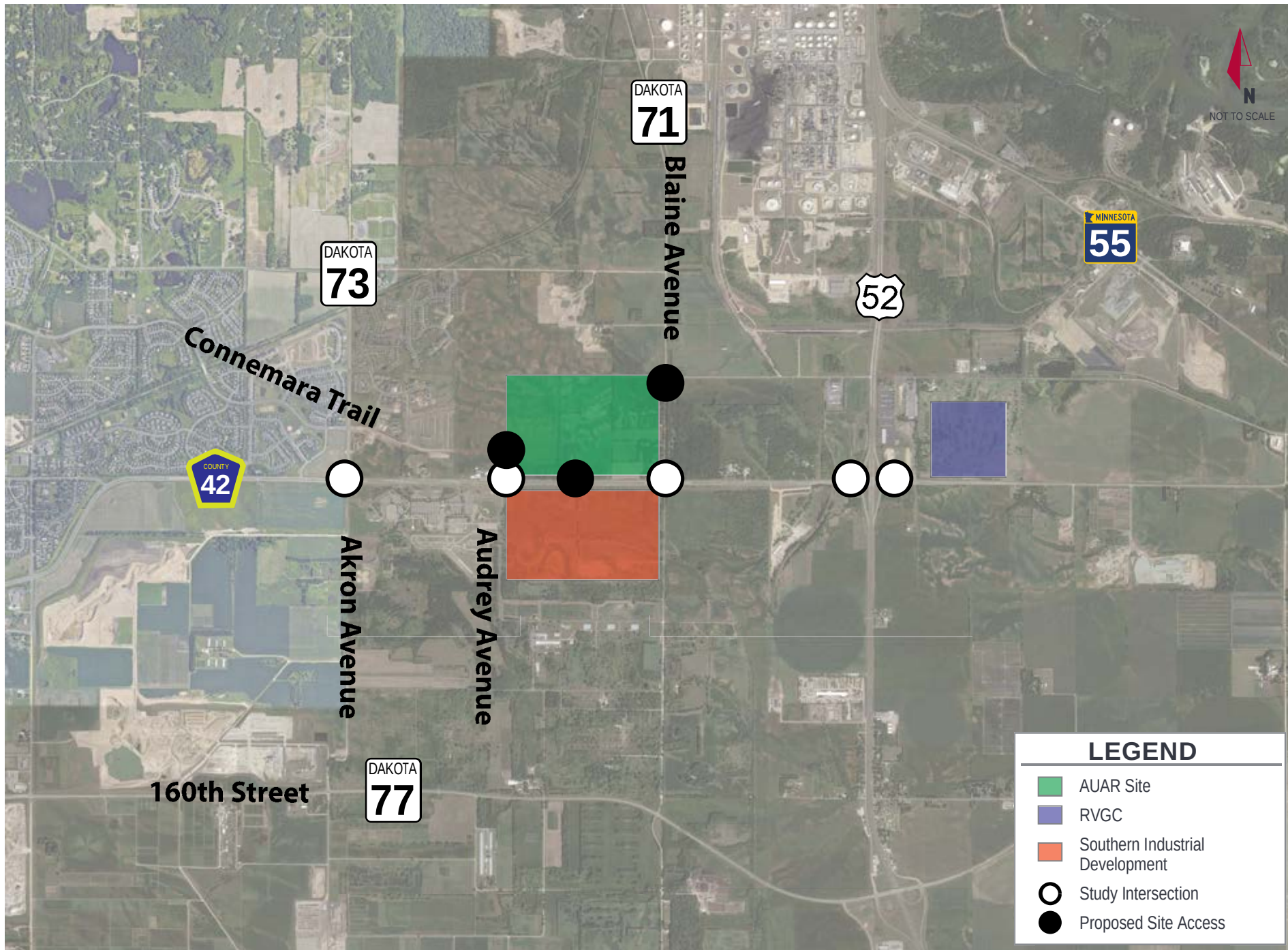
Appendix A: EXHIBITS

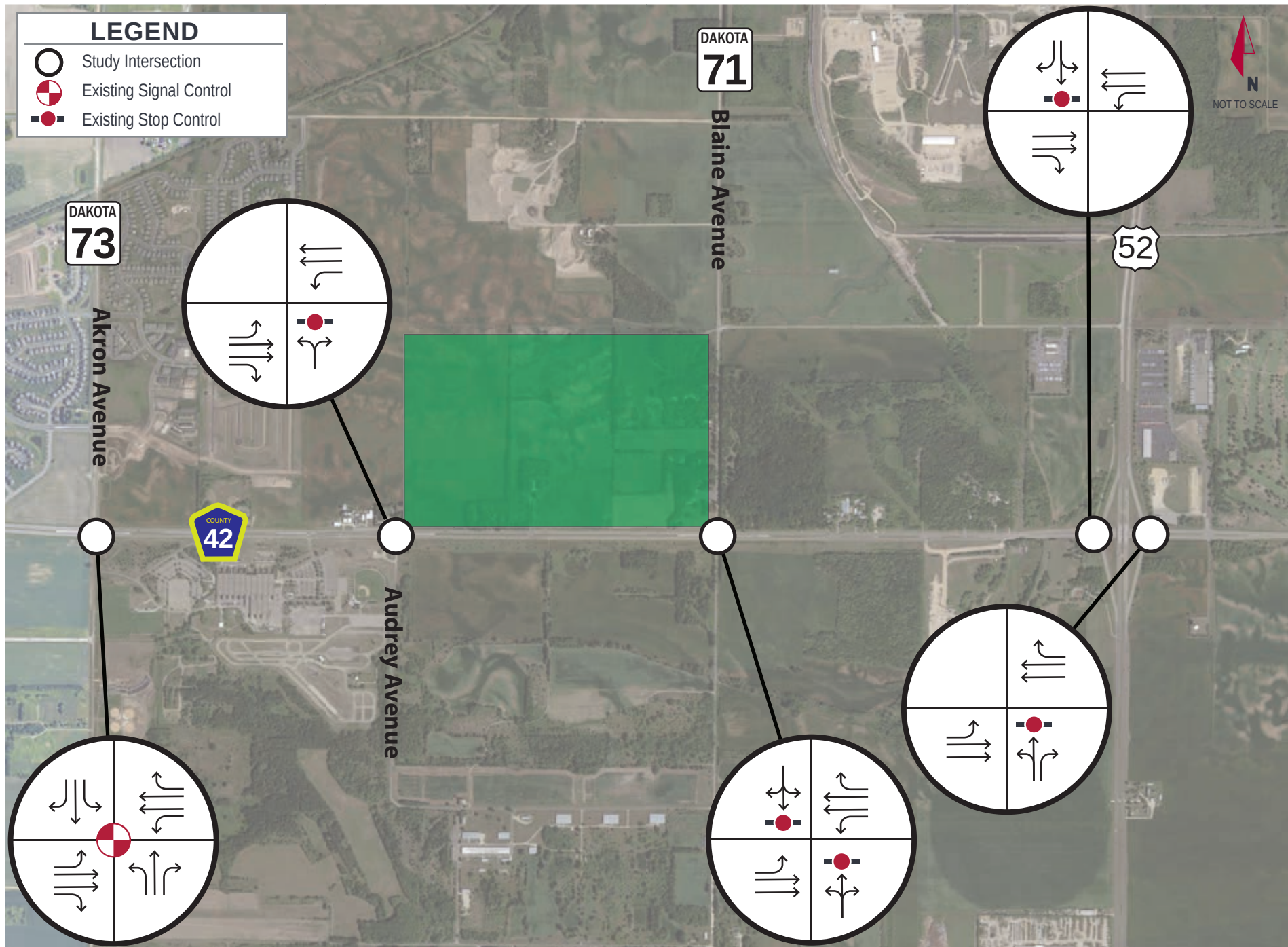
Appendix B: TURNING MOVEMENT COUNTS

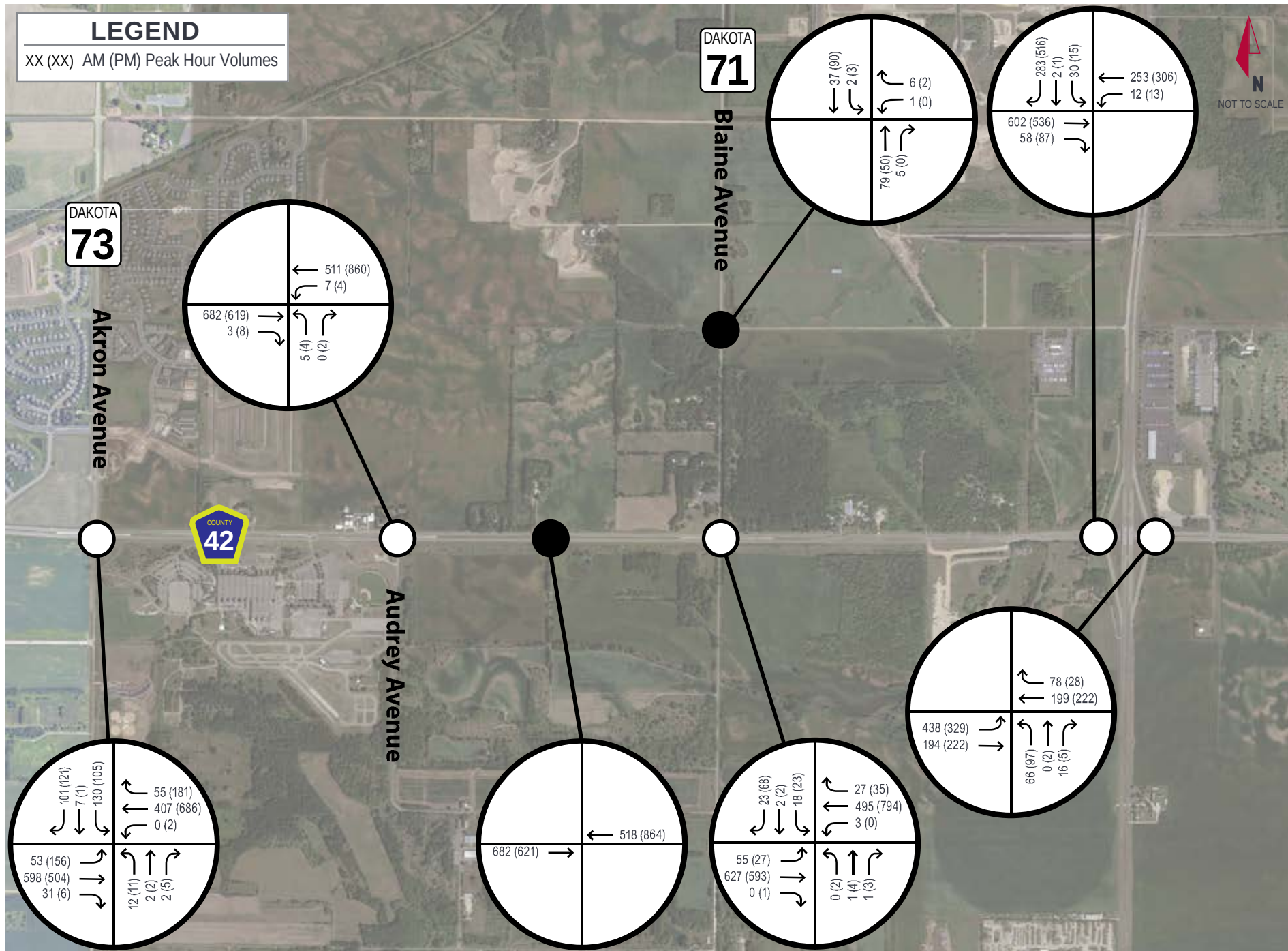
Appendix C: SITE PLAN

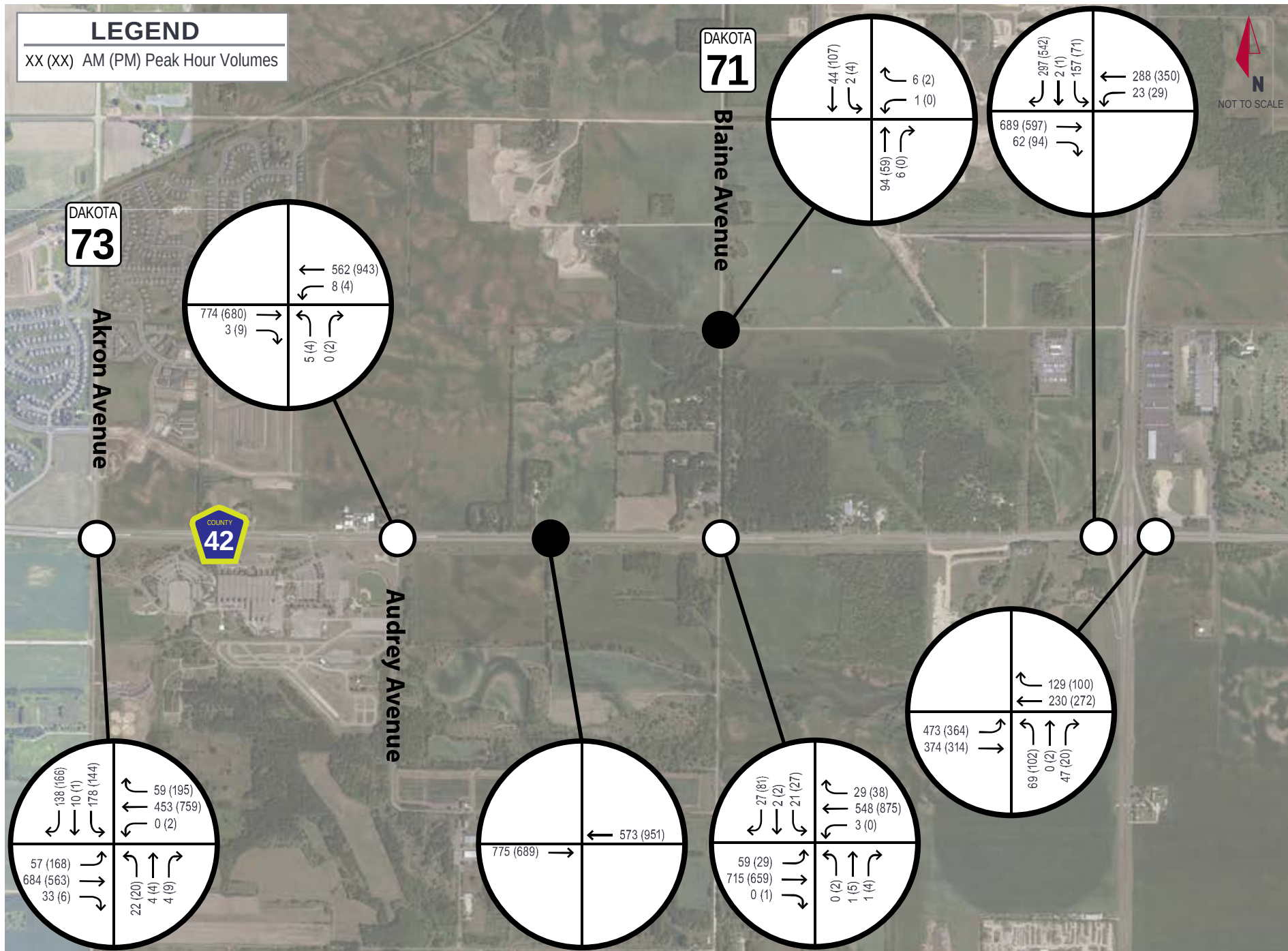
Appendix E: SIMTRAFFIC REPORTS

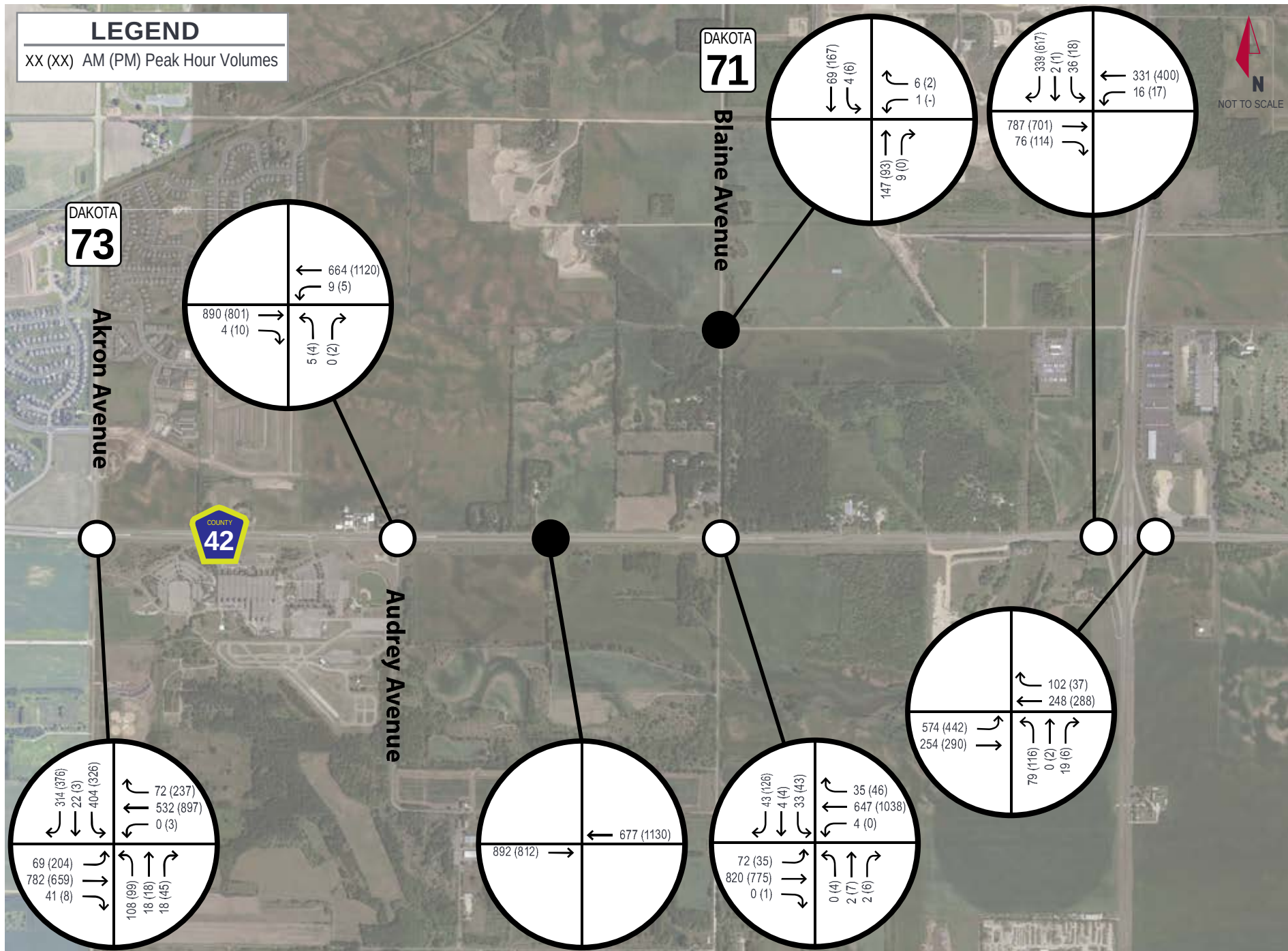
Appendix A: EXHIBITS

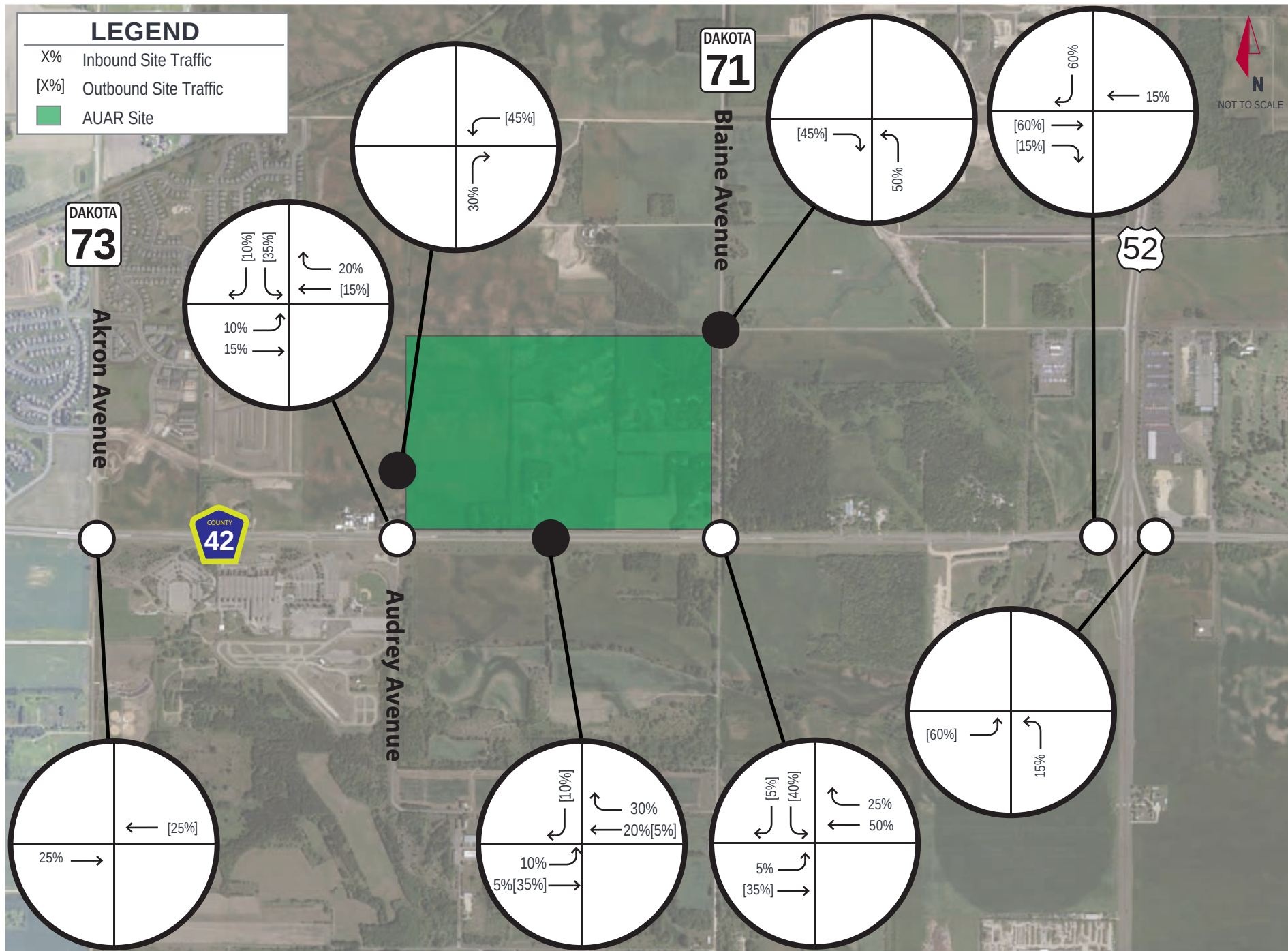


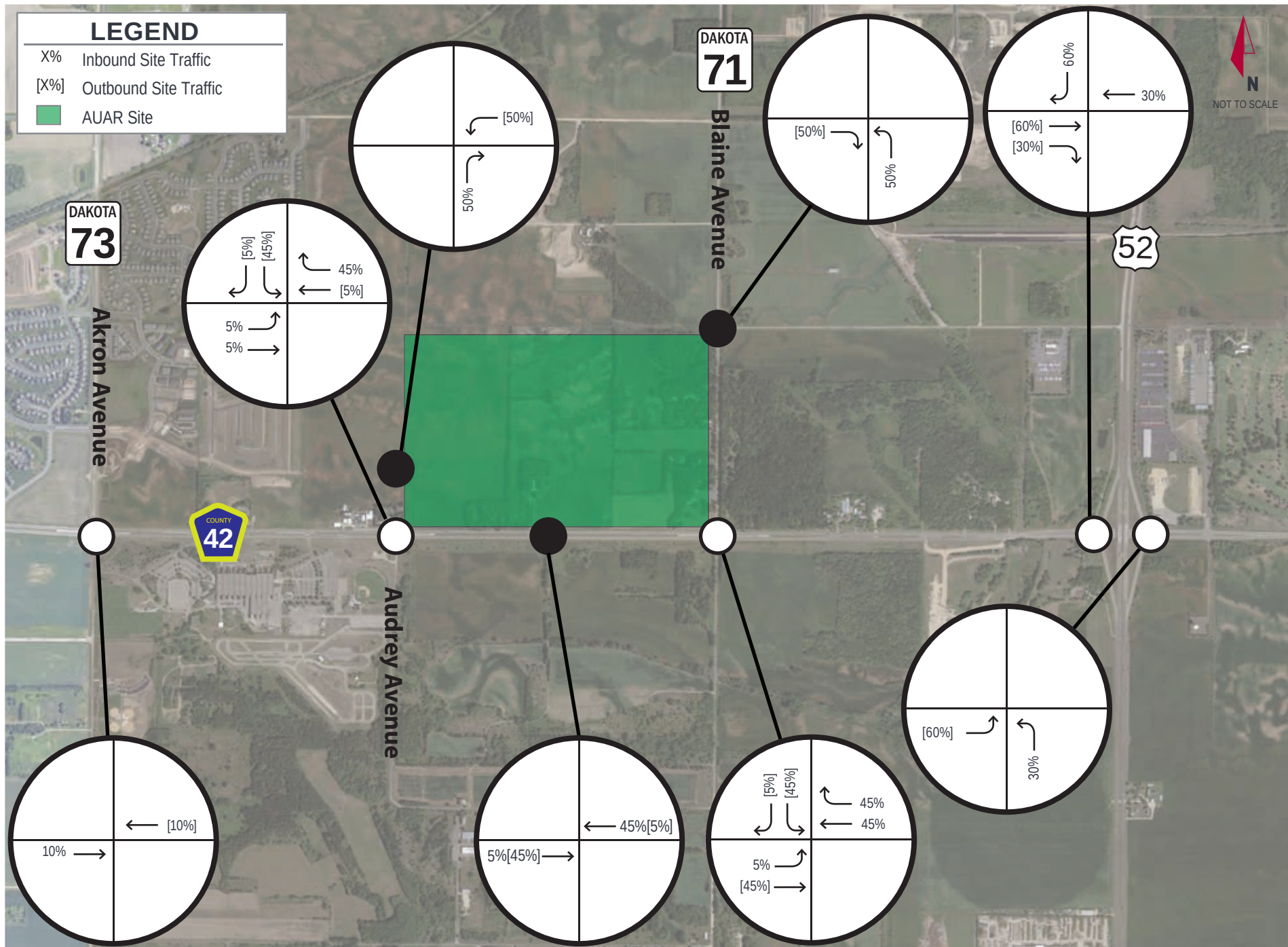


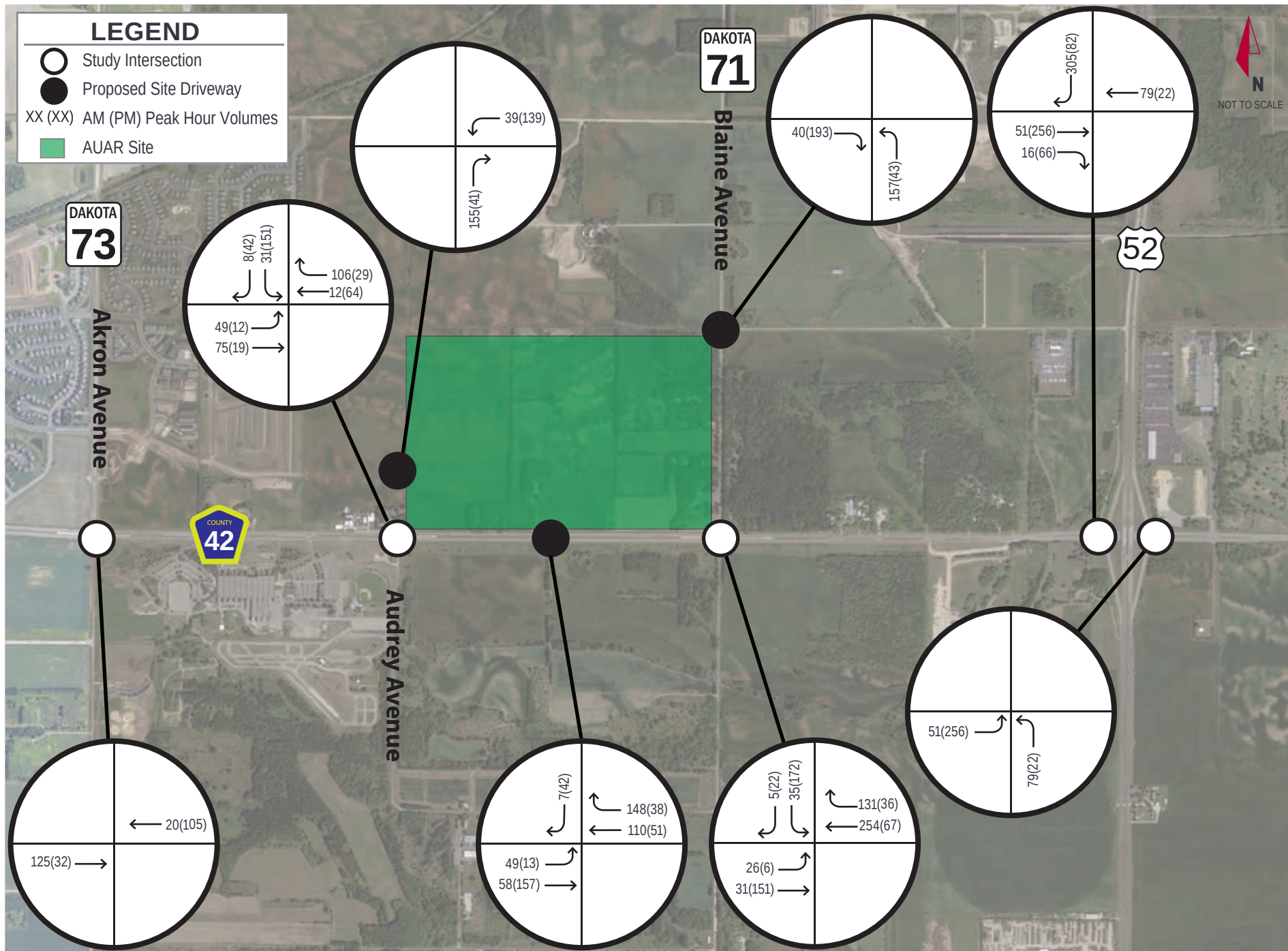


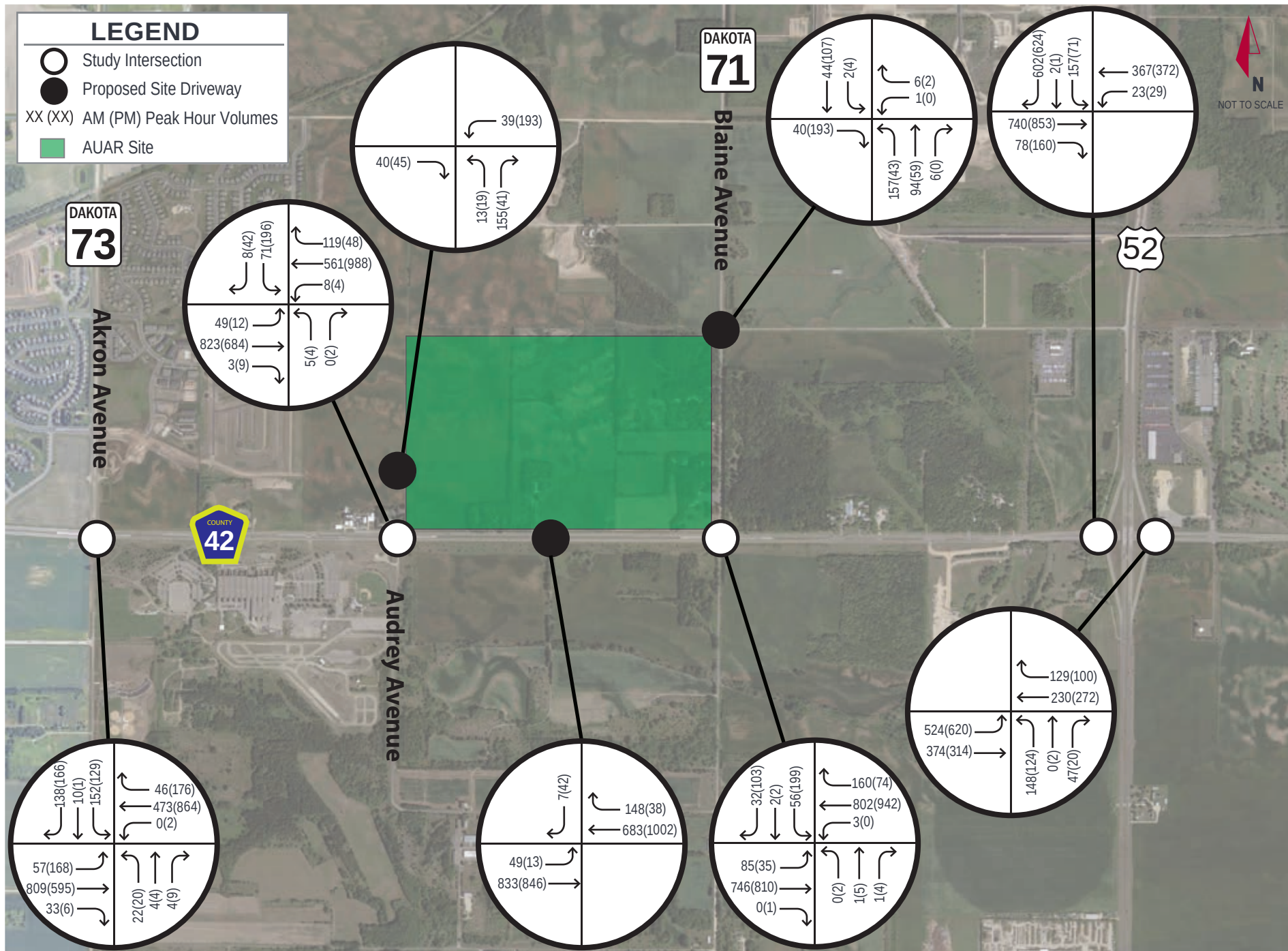


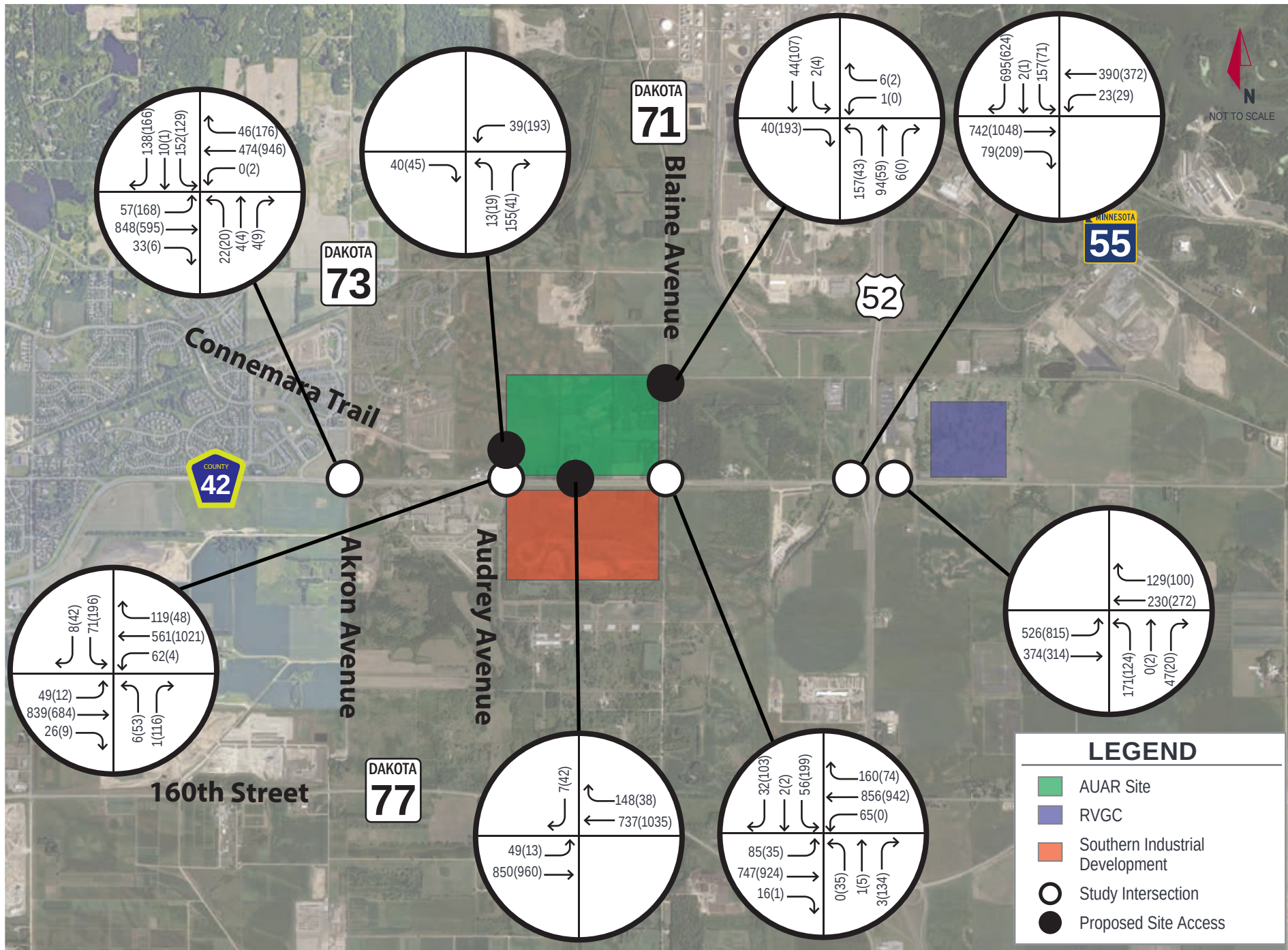


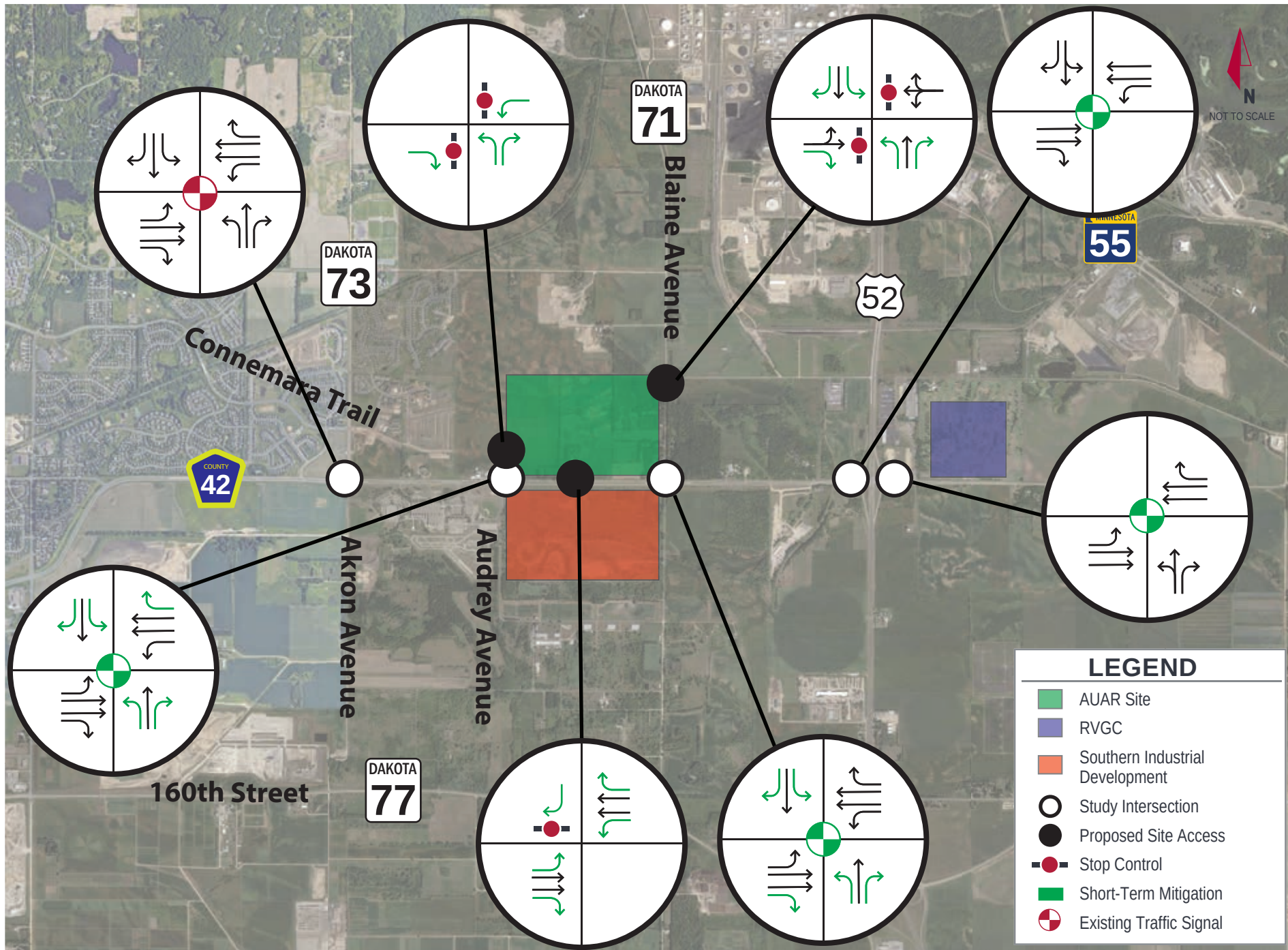


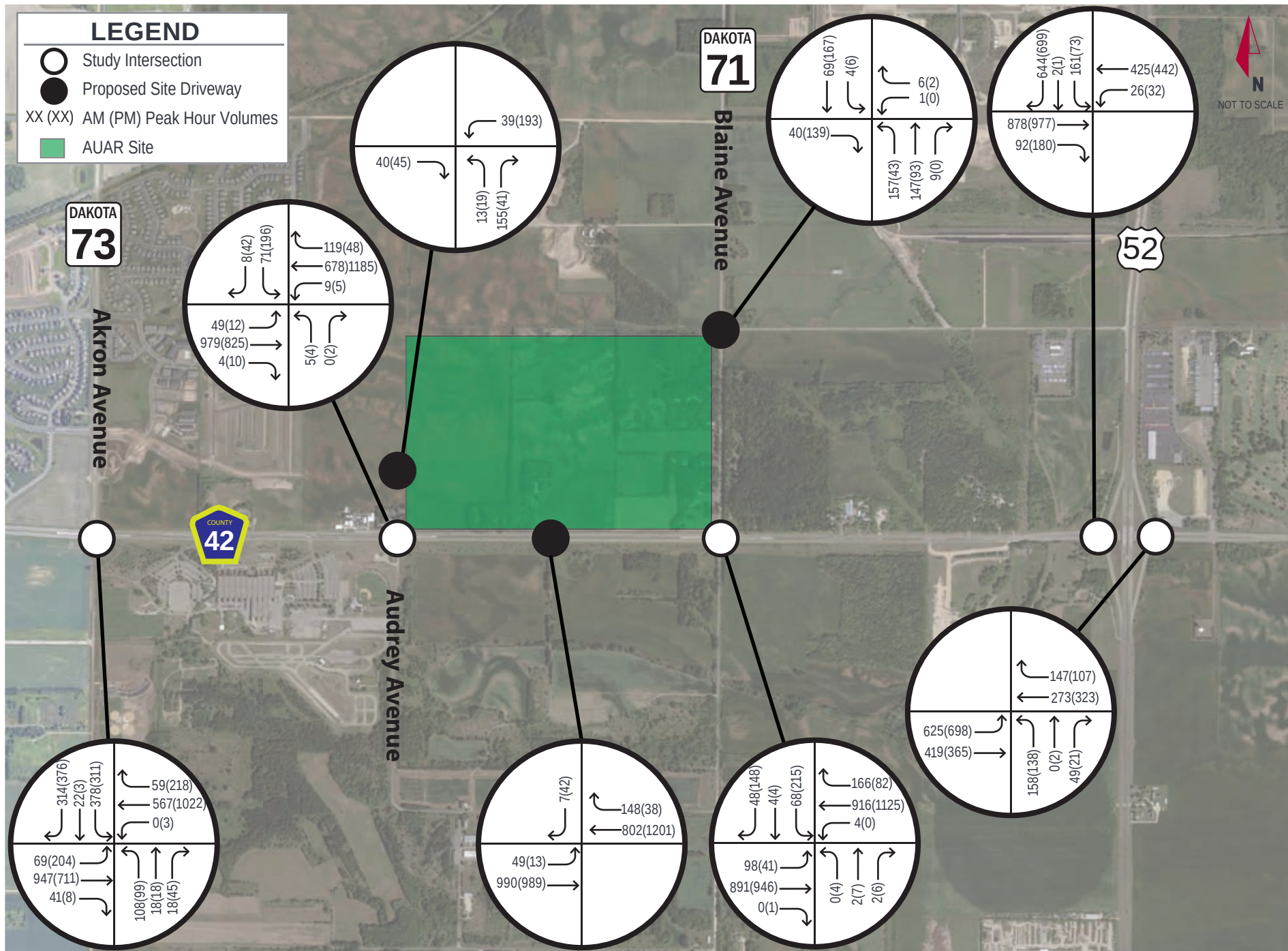


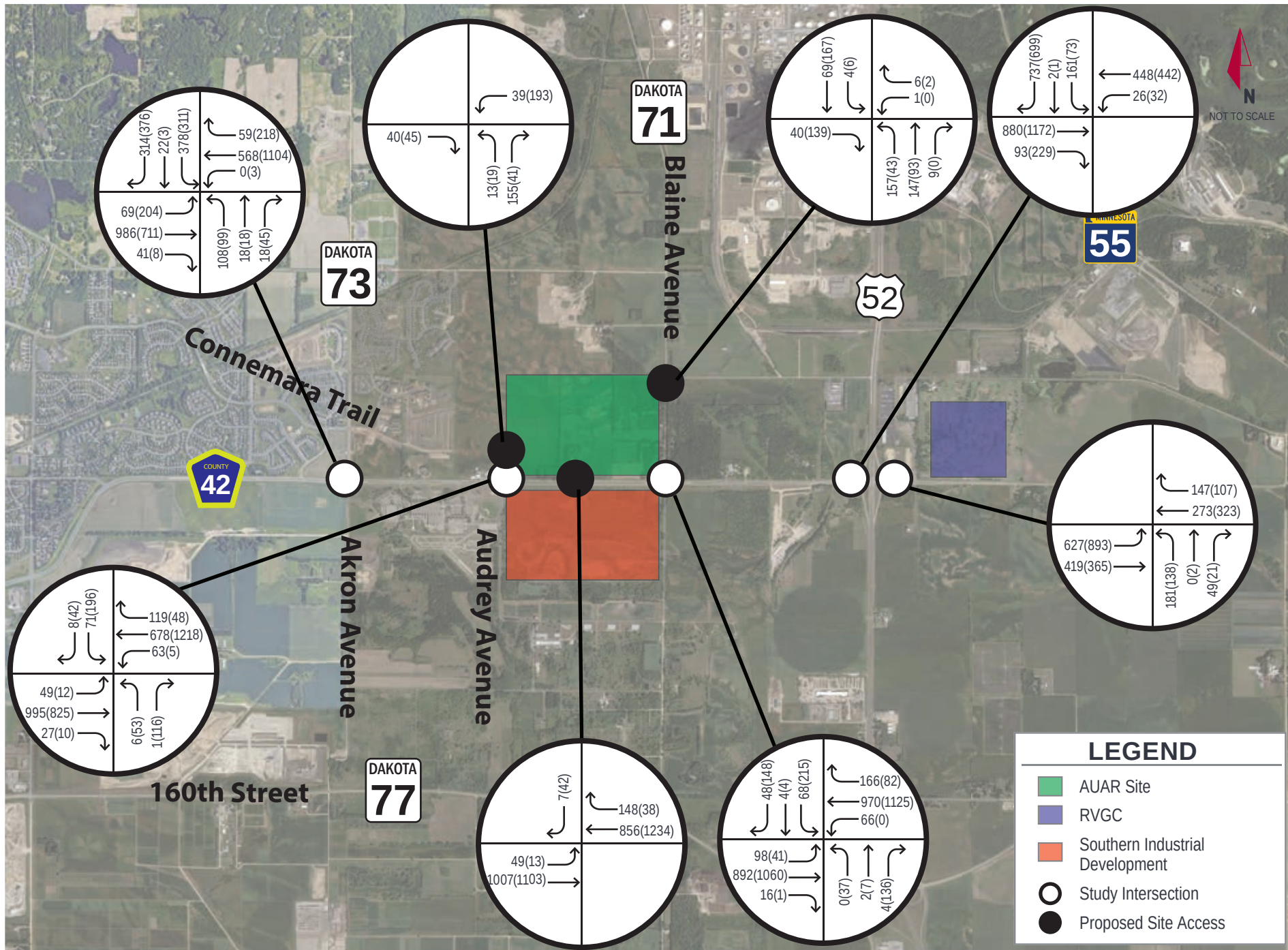


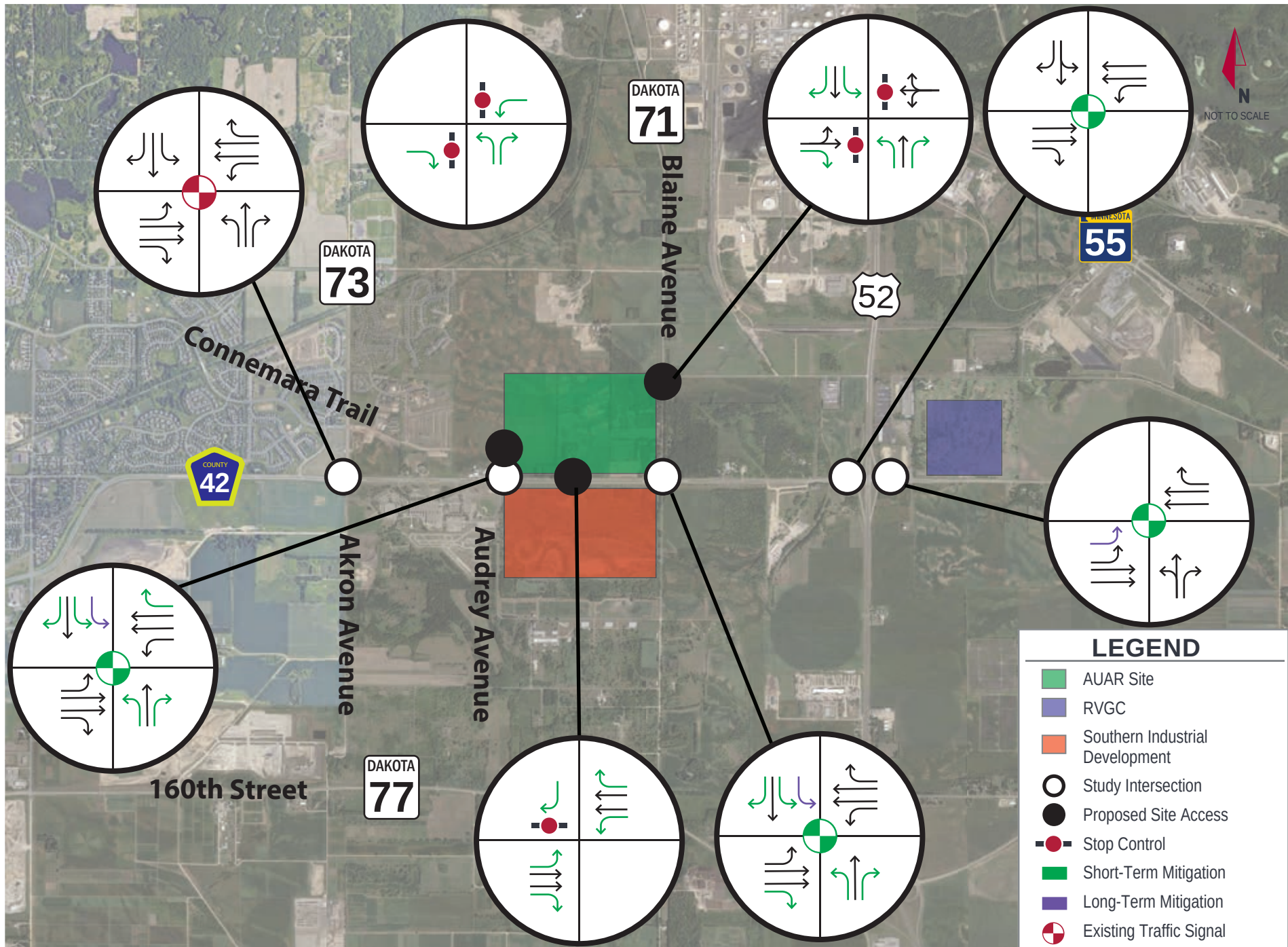












Appendix B: TURNING MOVEMENT COUNTS



Kimley-Horn and Associates, Inc.
4201 Winfield Road Suite 600
Warrenville, Illinois, United States 60555
(630) 487-5550 ethan.scowcroft@kimley-horn.com

Count Name: Blaine Ave & 140th St
Site Code:
Start Date: 03/08/2023
Page No: 1

Turning Movement Data

Start Time	140th St Westbound				Blaine Ave Northbound				Blaine Ave Southbound				Int. Total
	Left	Right	Peds	App. Total	Thru	Right	Peds	App. Total	Left	Thru	Peds	App. Total	
12:00 AM	0	1	0	1	0	0	0	0	0	0	0	0	1
12:15 AM	0	0	0	0	1	0	0	1	0	0	0	0	1
12:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
12:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
Hourly Total	0	1	0	1	1	0	0	1	0	0	0	0	2
1:00 AM	0	1	0	1	1	0	0	1	0	0	1	0	2
1:15 AM	0	0	0	0	0	0	0	0	0	1	0	1	1
1:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
1:45 AM	1	1	0	2	0	0	0	0	1	0	0	1	3
Hourly Total	1	2	0	3	1	0	0	1	1	1	1	2	6
2:00 AM	0	0	0	0	0	0	0	0	0	1	0	1	1
2:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
2:30 AM	0	1	0	1	0	0	0	0	0	0	0	0	1
2:45 AM	0	0	0	0	0	0	0	0	0	1	0	1	1
Hourly Total	0	1	0	1	0	0	0	0	0	2	0	2	3
3:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
3:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
3:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
3:45 AM	0	1	0	1	0	1	0	1	0	0	0	0	2
Hourly Total	0	1	0	1	0	1	0	1	0	0	0	0	2
4:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0
4:15 AM	0	0	0	0	1	0	0	1	0	0	0	0	1
4:30 AM	0	0	0	0	1	0	0	1	0	0	0	0	1
4:45 AM	0	0	0	0	2	0	0	2	0	0	0	0	2
Hourly Total	0	0	0	0	4	0	0	4	0	0	0	0	4
5:00 AM	0	0	0	0	4	0	0	4	0	2	0	2	6
5:15 AM	0	0	0	0	13	1	0	14	0	1	0	1	15
5:30 AM	0	0	0	0	4	1	0	5	0	2	0	2	7
5:45 AM	0	0	0	0	17	2	0	19	0	1	0	1	20
Hourly Total	0	0	0	0	38	4	0	42	0	6	0	6	48
6:00 AM	0	1	0	1	17	0	0	17	1	8	0	9	27
6:15 AM	0	2	0	2	21	1	0	22	1	8	0	9	33
6:30 AM	1	0	0	1	32	0	0	32	1	6	0	7	40
6:45 AM	0	1	0	1	26	0	0	26	1	5	0	6	33
Hourly Total	1	4	0	5	96	1	0	97	4	27	0	31	133
7:00 AM	0	1	0	1	19	2	0	21	0	7	0	7	29

7:15 AM	0	2	0	2	27	0	0	27	0	9	0	9	38
7:30 AM	1	0	0	1	22	1	0	23	1	12	0	13	37
7:45 AM	0	3	0	3	11	2	0	13	1	9	0	10	26
Hourly Total	1	6	0	7	79	5	0	84	2	37	0	39	130
8:00 AM	1	0	0	1	12	0	0	12	3	5	0	8	21
8:15 AM	0	0	0	0	13	2	0	15	1	12	0	13	28
8:30 AM	1	3	0	4	6	0	0	6	0	7	0	7	17
8:45 AM	0	0	0	0	13	0	0	13	1	13	0	14	27
Hourly Total	2	3	0	5	44	2	0	46	5	37	0	42	93
9:00 AM	0	2	0	2	10	0	0	10	1	16	0	17	29
9:15 AM	0	1	0	1	6	0	0	6	2	7	0	9	16
9:30 AM	1	1	0	2	11	0	0	11	0	5	0	5	18
9:45 AM	0	3	0	3	11	1	0	12	1	12	0	13	28
Hourly Total	1	7	0	8	38	1	0	39	4	40	0	44	91
10:00 AM	0	0	0	0	6	1	0	7	1	5	0	6	13
10:15 AM	1	0	0	1	12	1	0	13	0	11	0	11	25
10:30 AM	0	1	0	1	7	0	0	7	2	14	0	16	24
10:45 AM	2	0	0	2	8	1	0	9	1	9	0	10	21
Hourly Total	3	1	0	4	33	3	0	36	4	39	0	43	83
11:00 AM	0	0	0	0	12	0	0	12	2	10	0	12	24
11:15 AM	1	1	0	2	8	0	0	8	3	10	0	13	23
11:30 AM	1	1	0	2	10	0	0	10	1	4	0	5	17
11:45 AM	1	3	0	4	14	0	0	14	1	11	0	12	30
Hourly Total	3	5	0	8	44	0	0	44	7	35	0	42	94
12:00 PM	1	1	0	2	8	1	0	9	3	13	0	16	27
12:15 PM	0	0	0	0	10	1	0	11	1	6	0	7	18
12:30 PM	0	0	0	0	9	1	0	10	1	6	0	7	17
12:45 PM	1	1	0	2	10	1	0	11	1	12	0	13	26
Hourly Total	2	2	0	4	37	4	0	41	6	37	0	43	88
1:00 PM	0	2	0	2	6	0	0	6	2	7	0	9	17
1:15 PM	0	0	0	0	12	0	0	12	0	15	0	15	27
1:30 PM	0	0	0	0	8	0	0	8	2	10	0	12	20
1:45 PM	1	1	0	2	6	0	0	6	0	9	0	9	17
Hourly Total	1	3	0	4	32	0	0	32	4	41	0	45	81
2:00 PM	0	1	0	1	10	3	0	13	1	7	0	8	22
2:15 PM	0	2	0	2	14	0	0	14	1	8	0	9	25
2:30 PM	3	0	0	3	13	0	0	13	4	11	0	15	31
2:45 PM	0	0	0	0	10	0	0	10	1	13	0	14	24
Hourly Total	3	3	0	6	47	3	0	50	7	39	0	46	102
3:00 PM	0	1	0	1	13	1	0	14	0	20	0	20	35
3:15 PM	0	1	0	1	8	0	0	8	0	20	0	20	29
3:30 PM	2	1	0	3	14	0	0	14	0	11	0	11	28
3:45 PM	0	1	0	1	7	1	0	8	1	5	0	6	15
Hourly Total	2	4	0	6	42	2	0	44	1	56	0	57	107
4:00 PM	2	2	0	4	19	0	0	19	1	21	0	22	45
4:15 PM	0	0	0	0	19	0	0	19	0	18	0	18	37
4:30 PM	0	2	0	2	12	0	0	12	2	23	0	25	39
4:45 PM	0	0	0	0	16	0	0	16	1	25	0	26	42
Hourly Total	2	4	0	6	66	0	0	66	4	87	0	91	163
5:00 PM	0	0	0	0	12	0	0	12	0	21	0	21	33
5:15 PM	0	0	0	0	10	0	0	10	0	21	0	21	31
5:30 PM	0	0	0	0	8	0	0	8	1	24	0	25	33

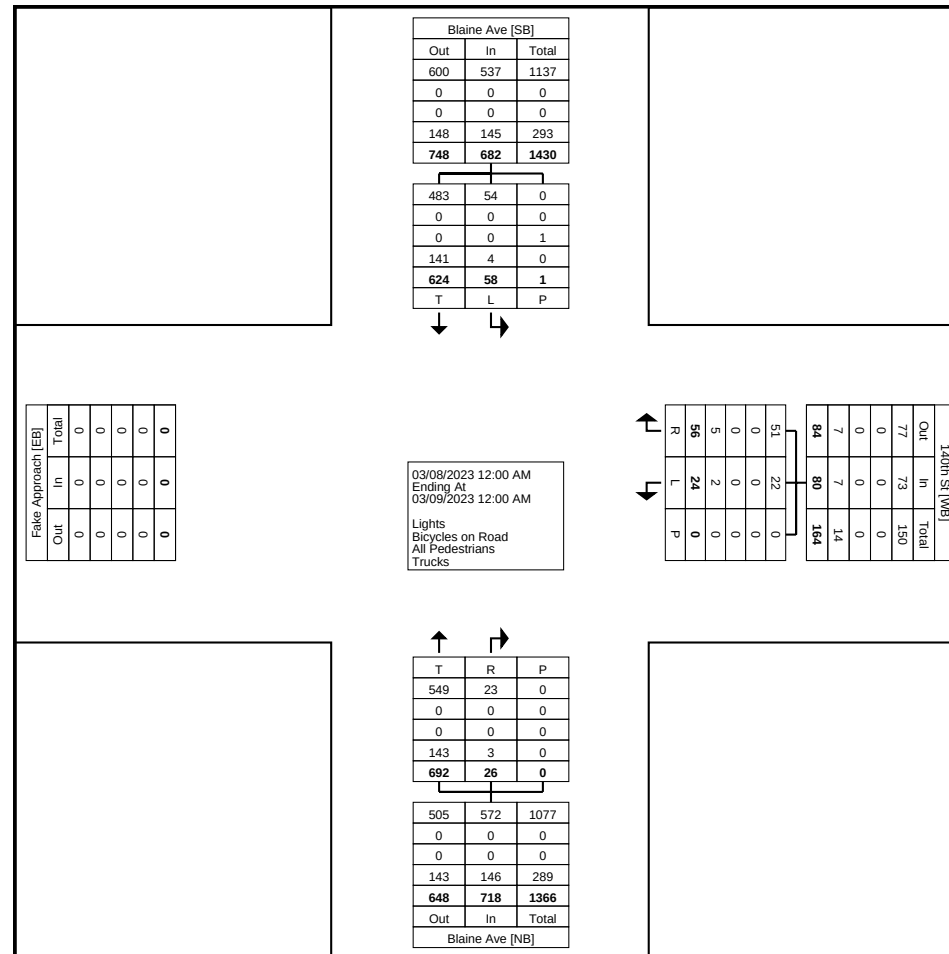
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6:00 PM	0	0	0	0	7	0	0	7	0	11	0	11	18
6:15 PM	0	0	0	0	6	0	0	6	1	3	0	4	10
6:30 PM	0	0	0	0	3	0	0	3	0	7	0	7	10
6:45 PM	0	0	0	0	2	0	0	2	0	3	0	3	5
Hourly Total	0	0	0	0	18	0	0	18	1	24	0	25	43
7:00 PM	0	0	0	0	3	0	0	3	0	4	0	4	7
7:15 PM	0	0	0	0	5	0	0	5	0	2	0	2	7
7:30 PM	0	3	0	3	4	0	0	4	0	4	0	4	11
7:45 PM	1	0	0	1	1	0	0	1	0	4	0	4	6
Hourly Total	1	3	0	4	13	0	0	13	0	14	0	14	31
8:00 PM	0	1	0	1	3	0	0	3	1	3	0	4	8
8:15 PM	0	1	0	1	3	0	0	3	0	3	0	3	7
8:30 PM	0	0	0	0	4	0	0	4	0	4	0	4	8
8:45 PM	0	0	0	0	1	0	0	1	0	3	0	3	4
Hourly Total	0	2	0	2	11	0	0	11	1	13	0	14	27
9:00 PM	1	0	0	1	2	0	0	2	1	1	0	2	5
9:15 PM	0	1	0	1	2	0	0	2	0	4	0	4	7
9:30 PM	0	0	0	0	3	0	0	3	0	1	0	1	4
9:45 PM	0	0	0	0	1	0	0	1	0	1	0	1	2
Hourly Total	1	1	0	2	8	0	0	8	1	7	0	8	18
10:00 PM	0	0	0	0	0	0	0	0	0	3	0	3	3
10:15 PM	0	0	0	0	0	0	0	0	0	2	0	2	2
10:30 PM	0	1	0	1	1	0	0	1	0	2	0	2	4
10:45 PM	0	0	0	0	1	0	0	1	0	0	0	0	1
Hourly Total	0	1	0	1	2	0	0	2	0	7	0	7	10
11:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0
11:15 PM	0	0	0	0	1	0	0	1	1	0	0	1	2
11:30 PM	0	1	0	1	0	0	0	0	3	2	0	5	6
11:45 PM	0	1	0	1	1	0	0	1	1	0	0	1	3
Hourly Total	0	2	0	2	2	0	0	2	5	2	0	7	11
Grand Total	24	56	0	80	692	26	0	718	58	624	1	682	1480
Approach %	30.0	70.0	-	-	96.4	3.6	-	-	8.5	91.5	-	-	-
Total %	1.6	3.8	-	5.4	46.8	1.8	-	48.5	3.9	42.2	-	46.1	-
Lights	22	51	-	73	549	23	-	572	54	483	-	537	1182
% Lights	91.7	91.1	-	91.3	79.3	88.5	-	79.7	93.1	77.4	-	78.7	79.9
Bicycles on Road	0	0	-	0	0	0	-	0	0	0	-	0	0
% Bicycles on Road	0.0	0.0	-	0.0	0.0	0.0	-	0.0	0.0	0.0	-	0.0	0.0
All Pedestrians	-	-	0	-	-	-	0	-	-	-	1	-	-
% All Pedestrians	-	-	-	-	-	-	-	-	-	-	100.0	-	-
Trucks	2	5	-	7	143	3	-	146	4	141	-	145	298
% Trucks	8.3	8.9	-	8.8	20.7	11.5	-	20.3	6.9	22.6	-	21.3	20.1



Kimley-Horn and Associates, Inc.
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Count Name: Blaine Ave & 140th St
Site Code:
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Turning Movement Data Plot



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Count Name: Blaine Ave & 140th St
Site Code:
Start Date: 03/08/2023
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Turning Movement Peak Hour Data (6:30 AM)

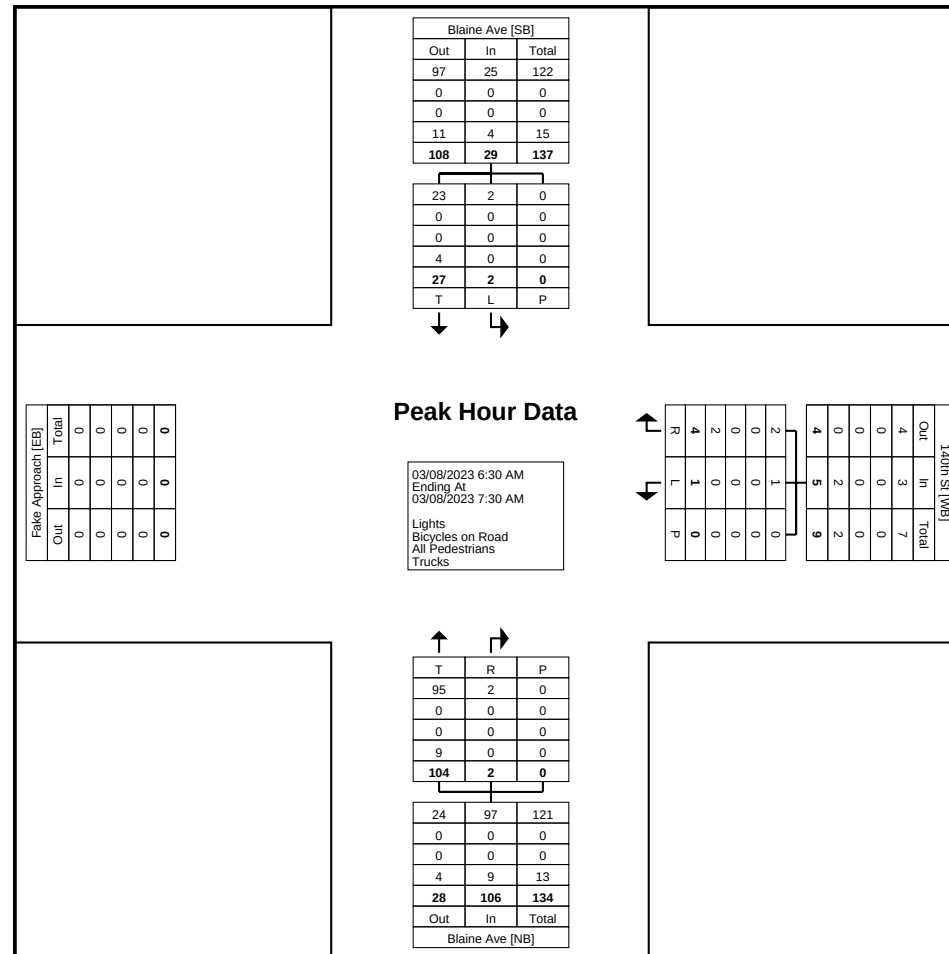
Start Time	140th St Westbound				Blaine Ave Northbound				Blaine Ave Southbound				Int. Total
	Left	Right	Peds	App. Total	Thru	Right	Peds	App. Total	Left	Thru	Peds	App. Total	
6:30 AM	1	0	0	1	32	0	0	32	1	6	0	7	40
6:45 AM	0	1	0	1	26	0	0	26	1	5	0	6	33
7:00 AM	0	1	0	1	19	2	0	21	0	7	0	7	29
7:15 AM	0	2	0	2	27	0	0	27	0	9	0	9	38
Total	1	4	0	5	104	2	0	106	2	27	0	29	140
Approach %	20.0	80.0	-	-	98.1	1.9	-	-	6.9	93.1	-	-	-
Total %	0.7	2.9	-	3.6	74.3	1.4	-	75.7	1.4	19.3	-	20.7	-
PHF	0.250	0.500	-	0.625	0.813	0.250	-	0.828	0.500	0.750	-	0.806	0.875
Lights	1	2	-	3	95	2	-	97	2	23	-	25	125
% Lights	100.0	50.0	-	60.0	91.3	100.0	-	91.5	100.0	85.2	-	86.2	89.3
Bicycles on Road	0	0	-	0	0	0	-	0	0	0	-	0	0
% Bicycles on Road	0.0	0.0	-	0.0	0.0	0.0	-	0.0	0.0	0.0	-	0.0	0.0
All Pedestrians	-	-	0	-	-	-	0	-	-	-	0	-	-
% All Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-
Trucks	0	2	-	2	9	0	-	9	0	4	-	4	15
% Trucks	0.0	50.0	-	40.0	8.7	0.0	-	8.5	0.0	14.8	-	13.8	10.7



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Count Name: Blaine Ave & 140th St
Site Code:
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Turning Movement Peak Hour Data Plot (6:30 AM)



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Count Name: Blaine Ave & 140th St
Site Code:
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Turning Movement Peak Hour Data (4:00 PM)

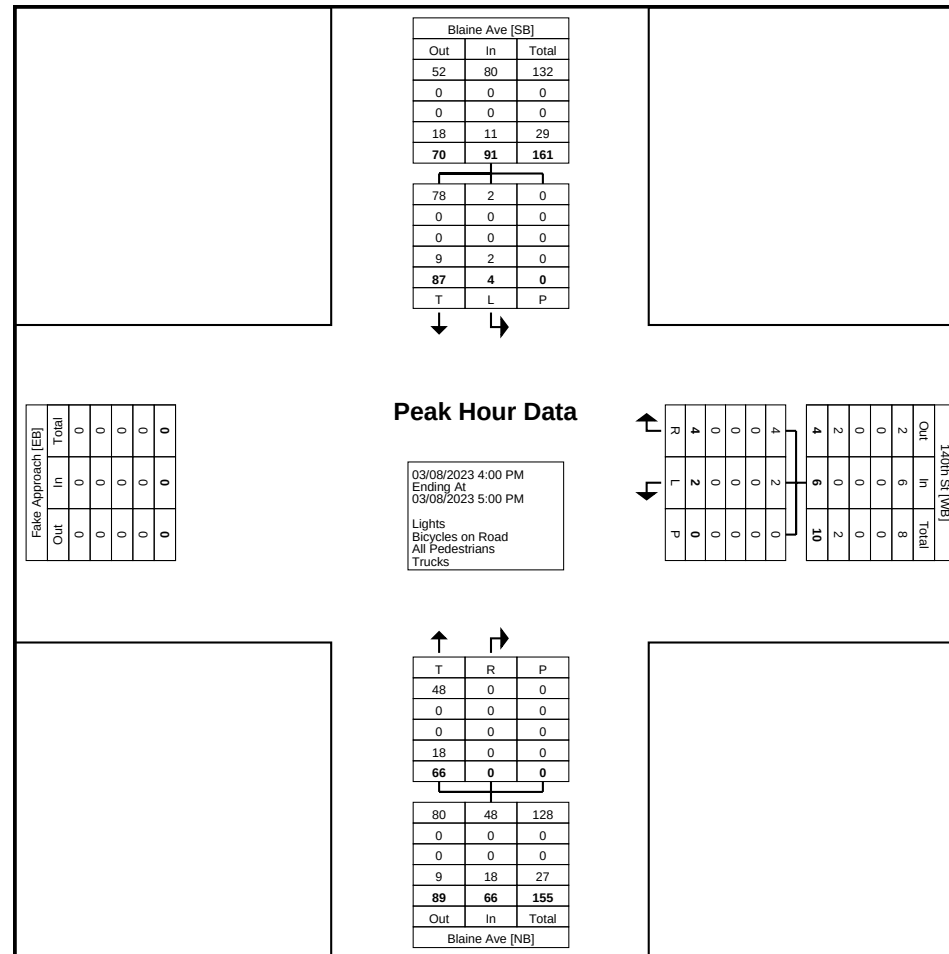
Start Time	140th St Westbound				Blaine Ave Northbound				Blaine Ave Southbound				Int. Total
	Left	Right	Peds	App. Total	Thru	Right	Peds	App. Total	Left	Thru	Peds	App. Total	
4:00 PM	2	2	0	4	19	0	0	19	1	21	0	22	45
4:15 PM	0	0	0	0	19	0	0	19	0	18	0	18	37
4:30 PM	0	2	0	2	12	0	0	12	2	23	0	25	39
4:45 PM	0	0	0	0	16	0	0	16	1	25	0	26	42
Total	2	4	0	6	66	0	0	66	4	87	0	91	163
Approach %	33.3	66.7	-	-	100.0	0.0	-	-	4.4	95.6	-	-	-
Total %	1.2	2.5	-	3.7	40.5	0.0	-	40.5	2.5	53.4	-	55.8	-
PHF	0.250	0.500	-	0.375	0.868	0.000	-	0.868	0.500	0.870	-	0.875	0.906
Lights	2	4	-	6	48	0	-	48	2	78	-	80	134
% Lights	100.0	100.0	-	100.0	72.7	-	-	72.7	50.0	89.7	-	87.9	82.2
Bicycles on Road	0	0	-	0	0	0	-	0	0	0	-	0	0
% Bicycles on Road	0.0	0.0	-	0.0	0.0	-	-	0.0	0.0	0.0	-	0.0	0.0
All Pedestrians	-	-	0	-	-	-	0	-	-	-	0	-	-
% All Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-
Trucks	0	0	-	0	18	0	-	18	2	9	-	11	29
% Trucks	0.0	0.0	-	0.0	27.3	-	-	27.3	50.0	10.3	-	12.1	17.8



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Site Code:
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Page No: 8

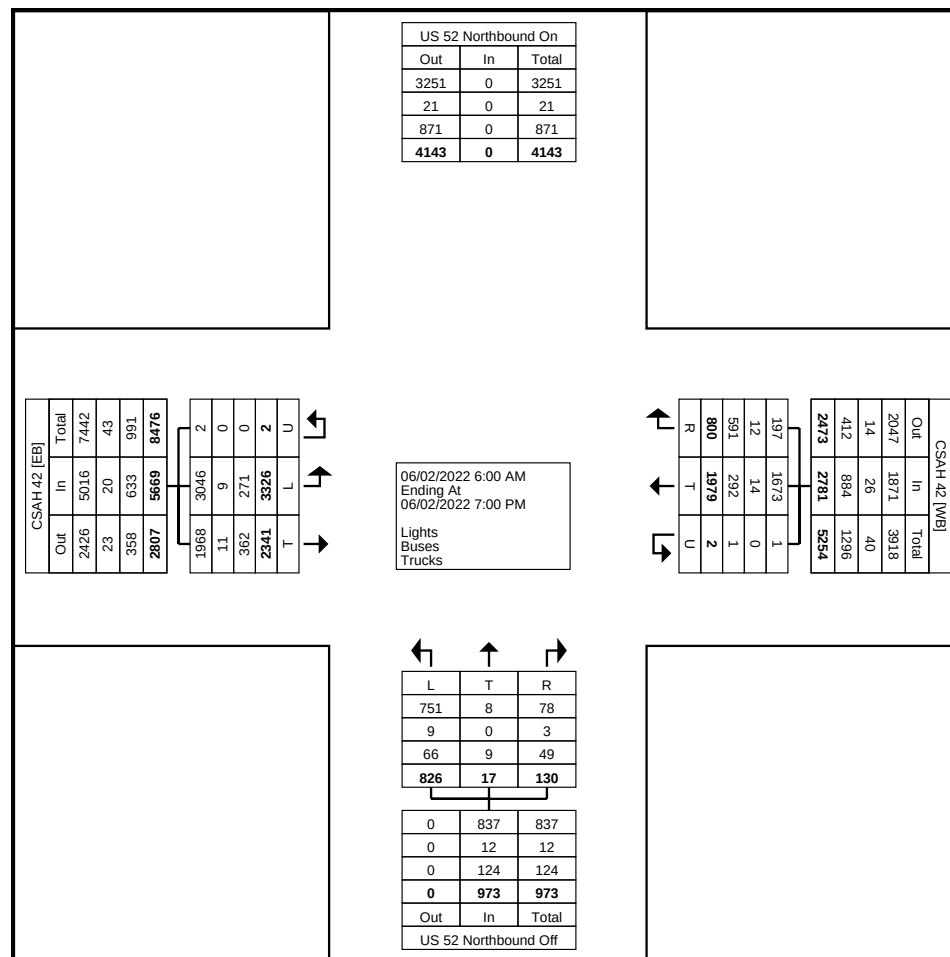


Turning Movement Peak Hour Data Plot (4:00 PM)

Turning Movement Data

Start Time	CSAH 42 Eastbound				CSAH 42 Westbound				US 52 Northbound Off Ramp Northbound				Int. Total
	Left	Thru	U-Turn	App. Total	Thru	Right	U-Turn	App. Total	Left	Thru	Right	App. Total	
6:00 AM	100	19	0	119	14	5	0	19	14	0	2	16	154
6:15 AM	90	27	0	117	34	3	0	37	18	0	2	20	174
6:30 AM	79	46	0	125	42	11	0	53	20	0	8	28	206
6:45 AM	86	40	0	126	33	12	0	45	21	0	3	24	195
Hourly Total	355	132	0	487	123	31	0	154	73	0	15	88	729
7:00 AM	102	49	0	151	39	20	0	59	16	0	4	20	230
7:15 AM	126	39	0	165	59	18	0	77	12	0	2	14	256
7:30 AM	111	49	0	160	47	19	0	66	22	0	4	26	252
7:45 AM	100	57	0	157	45	21	1	67	16	0	6	22	246
Hourly Total	439	194	0	633	190	78	1	269	66	0	16	82	984
8:00 AM	92	48	0	140	38	14	0	52	19	0	5	24	216
8:15 AM	77	47	0	124	34	25	0	59	9	0	3	12	195
8:30 AM	71	42	0	113	36	22	0	58	17	0	1	18	189
8:45 AM	49	38	0	87	38	13	0	51	18	0	3	21	159
Hourly Total	289	175	0	464	146	74	0	220	63	0	12	75	759
9:00 AM	55	34	0	89	26	14	0	40	12	1	0	13	142
9:15 AM	59	31	0	90	27	20	0	47	11	0	2	13	150
9:30 AM	54	39	0	93	39	29	0	68	11	0	5	16	177
9:45 AM	58	44	0	102	31	21	0	52	10	0	2	12	166
Hourly Total	226	148	0	374	123	84	0	207	44	1	9	54	635
10:00 AM	38	26	0	64	31	20	0	51	12	0	1	13	128
10:15 AM	39	30	0	69	23	8	0	31	15	2	3	20	120
10:30 AM	48	41	0	89	35	17	0	52	10	1	1	12	153
10:45 AM	43	35	0	78	36	23	0	59	9	1	1	11	148
Hourly Total	168	132	0	300	125	68	0	193	46	4	6	56	549
11:00 AM	39	40	0	79	31	24	0	55	17	1	3	21	155
11:15 AM	46	28	0	74	53	23	0	76	8	0	2	10	160
11:30 AM	37	28	0	65	53	27	0	80	10	0	2	12	157
11:45 AM	39	30	0	69	30	16	0	46	11	0	3	14	129
Hourly Total	161	126	0	287	167	90	0	257	46	1	10	57	601
12:00 PM	66	49	0	115	28	22	0	50	9	0	1	10	175
12:15 PM	42	54	0	96	31	18	0	49	10	0	3	13	158
12:30 PM	51	42	0	93	32	23	0	55	12	0	7	19	167
12:45 PM	40	45	0	85	44	16	0	60	19	0	2	21	166
Hourly Total	199	190	0	389	135	79	0	214	50	0	13	63	666
1:00 PM	43	38	0	81	38	17	0	55	13	2	3	18	154
1:15 PM	43	49	0	92	31	14	0	45	9	0	3	12	149
1:30 PM	52	48	0	100	35	13	0	48	9	0	2	11	159
1:45 PM	39	38	0	77	36	23	0	59	24	0	3	27	163

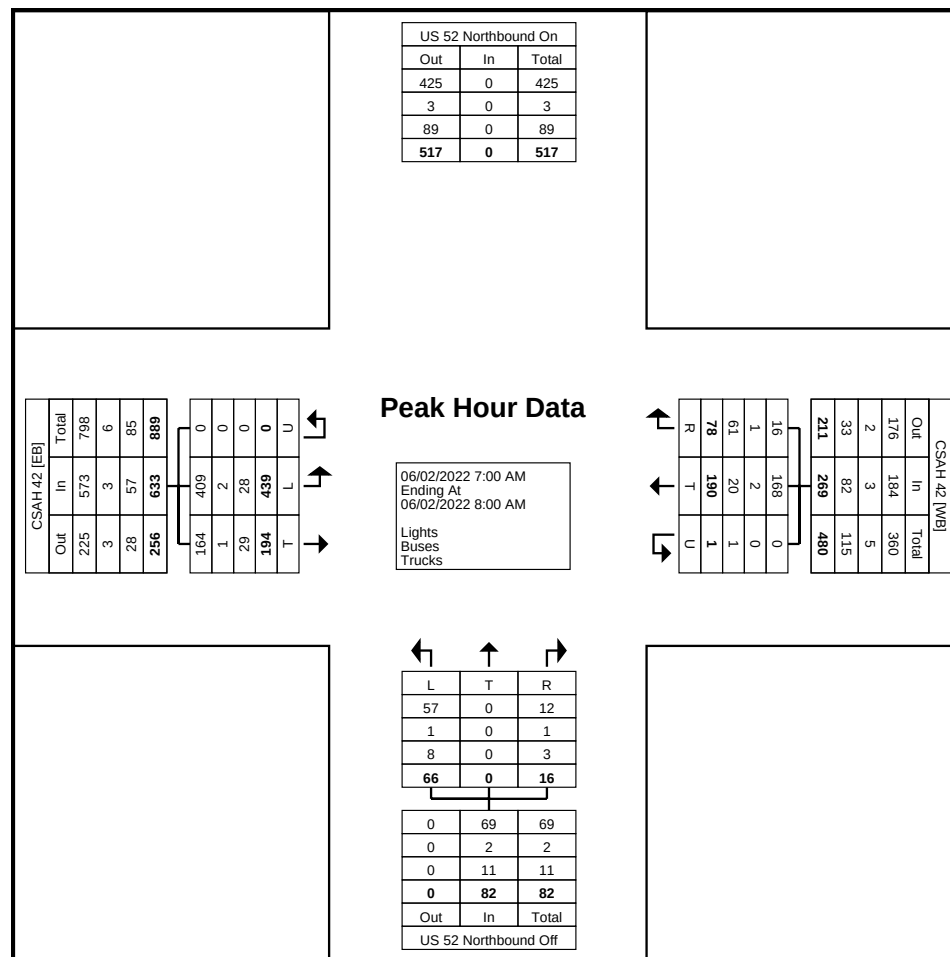
Hourly Total	177	173	0	350	140	67	0	207	55	2	11	68	625
2:00 PM	47	45	0	92	39	20	0	59	12	0	1	13	164
2:15 PM	84	55	0	139	47	29	0	76	16	0	0	16	231
2:30 PM	63	61	0	124	34	20	0	54	15	0	1	16	194
2:45 PM	55	60	0	115	49	20	0	69	19	1	2	22	206
Hourly Total	249	221	0	470	169	89	0	258	62	1	4	67	795
3:00 PM	58	59	0	117	35	11	0	46	21	3	1	25	188
3:15 PM	63	69	0	132	31	8	1	40	16	1	1	18	190
3:30 PM	53	61	1	115	57	22	0	79	17	0	0	17	211
3:45 PM	58	44	0	102	40	17	0	57	24	0	6	30	189
Hourly Total	232	233	1	466	163	58	1	222	78	4	8	90	778
4:00 PM	74	70	0	144	52	16	0	68	23	0	5	28	240
4:15 PM	97	49	0	146	39	16	0	55	20	0	1	21	222
4:30 PM	83	63	0	146	68	3	0	71	28	1	2	31	248
4:45 PM	86	42	0	128	61	8	0	69	13	1	0	14	211
Hourly Total	340	224	0	564	220	43	0	263	84	2	8	94	921
5:00 PM	98	65	0	163	40	11	0	51	24	0	2	26	240
5:15 PM	71	52	0	123	51	6	0	57	32	0	1	33	213
5:30 PM	56	50	0	106	51	7	0	58	20	0	3	23	187
5:45 PM	63	68	0	131	39	3	0	42	21	0	0	21	194
Hourly Total	288	235	0	523	181	27	0	208	97	0	6	103	834
6:00 PM	78	38	1	117	36	6	0	42	16	1	1	18	177
6:15 PM	55	47	0	102	25	5	0	30	20	0	3	23	155
6:30 PM	32	41	0	73	17	1	0	18	14	0	5	19	110
6:45 PM	38	32	0	70	19	0	0	19	12	1	3	16	105
Hourly Total	203	158	1	362	97	12	0	109	62	2	12	76	547
Grand Total	3326	2341	2	5669	1979	800	2	2781	826	17	130	973	9423
Approach %	58.7	41.3	0.0	-	71.2	28.8	0.1	-	84.9	1.7	13.4	-	-
Total %	35.3	24.8	0.0	60.2	21.0	8.5	0.0	29.5	8.8	0.2	1.4	10.3	-
Lights	3046	1968	2	5016	1673	197	1	1871	751	8	78	837	7724
% Lights	91.6	84.1	100.0	88.5	84.5	24.6	50.0	67.3	90.9	47.1	60.0	86.0	82.0
Buses	9	11	0	20	14	12	0	26	9	0	3	12	58
% Buses	0.3	0.5	0.0	0.4	0.7	1.5	0.0	0.9	1.1	0.0	2.3	1.2	0.6
Trucks	271	362	0	633	292	591	1	884	66	9	49	124	1641
% Trucks	8.1	15.5	0.0	11.2	14.8	73.9	50.0	31.8	8.0	52.9	37.7	12.7	17.4



Turning Movement Data Plot

Turning Movement Peak Hour Data (7:00 AM)

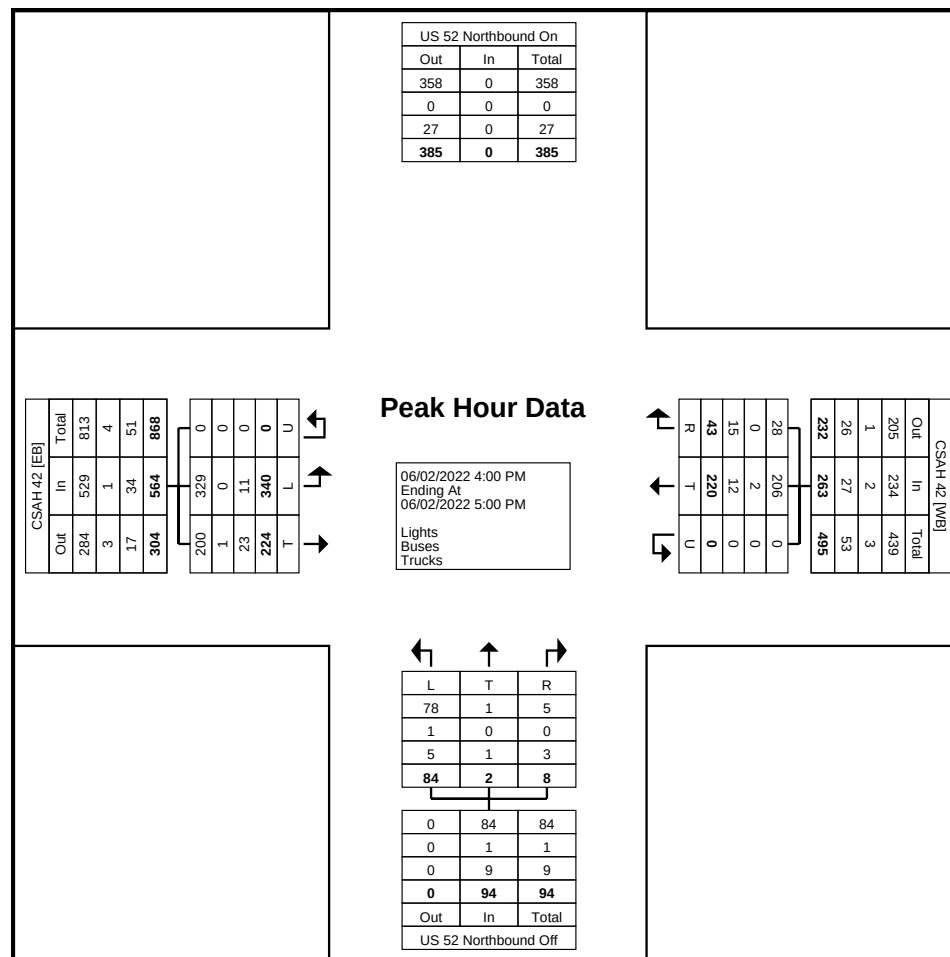
Start Time	CSAH 42 Eastbound				CSAH 42 Westbound				US 52 Northbound Off Ramp Northbound				Int. Total
	Left	Thru	U-Turn	App. Total	Thru	Right	U-Turn	App. Total	Left	Thru	Right	App. Total	
7:00 AM	102	49	0	151	39	20	0	59	16	0	4	20	230
7:15 AM	126	39	0	165	59	18	0	77	12	0	2	14	256
7:30 AM	111	49	0	160	47	19	0	66	22	0	4	26	252
7:45 AM	100	57	0	157	45	21	1	67	16	0	6	22	246
Total	439	194	0	633	190	78	1	269	66	0	16	82	984
Approach %	69.4	30.6	0.0	-	70.6	29.0	0.4	-	80.5	0.0	19.5	-	-
Total %	44.6	19.7	0.0	64.3	19.3	7.9	0.1	27.3	6.7	0.0	1.6	8.3	-
PHF	0.871	0.851	0.000	0.959	0.805	0.929	0.250	0.873	0.750	0.000	0.667	0.788	0.961
Lights	409	164	0	573	168	16	0	184	57	0	12	69	826
% Lights	93.2	84.5	-	90.5	88.4	20.5	0.0	68.4	86.4	-	75.0	84.1	83.9
Buses	2	1	0	3	2	1	0	3	1	0	1	2	8
% Buses	0.5	0.5	-	0.5	1.1	1.3	0.0	1.1	1.5	-	6.3	2.4	0.8
Trucks	28	29	0	57	20	61	1	82	8	0	3	11	150
% Trucks	6.4	14.9	-	9.0	10.5	78.2	100.0	30.5	12.1	-	18.8	13.4	15.2



Turning Movement Peak Hour Data Plot (7:00 AM)

Turning Movement Peak Hour Data (4:00 PM)

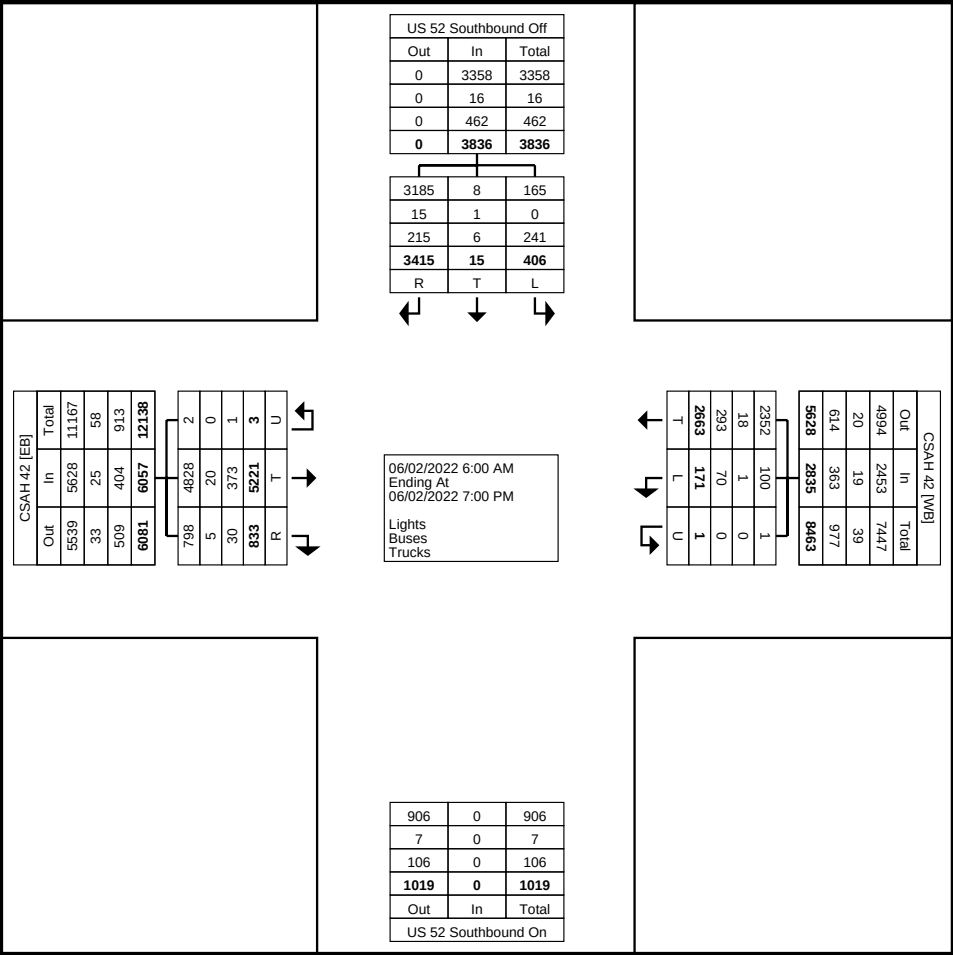
Start Time	CSAH 42 Eastbound				CSAH 42 Westbound				US 52 Northbound Off Ramp Northbound				Int. Total
	Left	Thru	U-Turn	App. Total	Thru	Right	U-Turn	App. Total	Left	Thru	Right	App. Total	
4:00 PM	74	70	0	144	52	16	0	68	23	0	5	28	240
4:15 PM	97	49	0	146	39	16	0	55	20	0	1	21	222
4:30 PM	83	63	0	146	68	3	0	71	28	1	2	31	248
4:45 PM	86	42	0	128	61	8	0	69	13	1	0	14	211
Total	340	224	0	564	220	43	0	263	84	2	8	94	921
Approach %	60.3	39.7	0.0	-	83.7	16.3	0.0	-	89.4	2.1	8.5	-	-
Total %	36.9	24.3	0.0	61.2	23.9	4.7	0.0	28.6	9.1	0.2	0.9	10.2	-
PHF	0.876	0.800	0.000	0.966	0.809	0.672	0.000	0.926	0.750	0.500	0.400	0.758	0.928
Lights	329	200	0	529	206	28	0	234	78	1	5	84	847
% Lights	96.8	89.3	-	93.8	93.6	65.1	-	89.0	92.9	50.0	62.5	89.4	92.0
Buses	0	1	0	1	2	0	0	2	1	0	0	1	4
% Buses	0.0	0.4	-	0.2	0.9	0.0	-	0.8	1.2	0.0	0.0	1.1	0.4
Trucks	11	23	0	34	12	15	0	27	5	1	3	9	70
% Trucks	3.2	10.3	-	6.0	5.5	34.9	-	10.3	6.0	50.0	37.5	9.6	7.6



Turning Movement Data

Start Time	CSAH 42 Eastbound				CSAH 42 Westbound				US 52 Southbound Off Ramp Southbound				Int. Total
	Thru	Right	U-Turn	App. Total	Left	Thru	U-Turn	App. Total	Left	Thru	Right	App. Total	
6:00 AM	106	10	0	116	0	30	0	30	4	0	39	43	189
6:15 AM	107	10	0	117	2	45	0	47	6	0	43	49	213
6:30 AM	115	16	0	131	2	58	0	60	10	0	64	74	265
6:45 AM	115	13	0	128	2	55	0	57	9	1	81	91	276
Hourly Total	443	49	0	492	6	188	0	194	29	1	227	257	943
7:00 AM	148	21	0	169	2	53	0	55	4	2	48	54	278
7:15 AM	154	20	0	174	2	71	0	73	4	0	62	66	313
7:30 AM	156	10	0	166	3	67	0	70	10	0	95	105	341
7:45 AM	144	7	0	151	5	62	0	67	12	0	78	90	308
Hourly Total	602	58	0	660	12	253	0	265	30	2	283	315	1240
8:00 AM	128	11	0	139	1	50	0	51	8	0	35	43	233
8:15 AM	112	12	0	124	6	40	0	46	9	1	50	60	230
8:30 AM	106	19	0	125	2	51	0	53	9	0	39	48	226
8:45 AM	79	13	1	93	1	58	0	59	11	0	39	50	202
Hourly Total	425	55	1	481	10	199	0	209	37	1	163	201	891
9:00 AM	79	12	0	91	2	35	1	38	7	0	44	51	180
9:15 AM	80	15	0	95	2	36	0	38	7	0	48	55	188
9:30 AM	80	16	0	96	5	48	0	53	11	0	44	55	204
9:45 AM	93	13	0	106	9	32	0	41	6	0	33	39	186
Hourly Total	332	56	0	388	18	151	1	170	31	0	169	200	758
10:00 AM	61	10	1	72	3	38	0	41	4	0	39	43	156
10:15 AM	65	11	0	76	3	39	0	42	6	0	44	50	168
10:30 AM	80	8	0	88	3	42	0	45	8	1	40	49	182
10:45 AM	65	14	0	79	1	43	0	44	10	0	40	50	173
Hourly Total	271	43	1	315	10	162	0	172	28	1	163	192	679
11:00 AM	69	16	0	85	3	47	0	50	14	0	40	54	189
11:15 AM	62	17	0	79	6	57	0	63	13	1	51	65	207
11:30 AM	58	9	0	67	5	53	0	58	2	0	60	62	187
11:45 AM	68	8	0	76	1	40	0	41	5	1	44	50	167
Hourly Total	257	50	0	307	15	197	0	212	34	2	195	231	750
12:00 PM	106	16	0	122	1	39	0	40	8	1	58	67	229
12:15 PM	74	17	0	91	2	40	0	42	13	0	45	58	191
12:30 PM	88	11	0	99	2	37	0	39	14	1	29	44	182
12:45 PM	75	11	0	86	3	62	0	65	11	0	41	52	203
Hourly Total	343	55	0	398	8	178	0	186	46	2	173	221	805
1:00 PM	72	17	1	90	6	46	0	52	8	0	38	46	188
1:15 PM	67	16	0	83	7	36	0	43	23	0	53	76	202
1:30 PM	89	14	0	103	1	43	0	44	13	1	55	69	216
1:45 PM	65	16	0	81	3	54	0	57	12	2	61	75	213

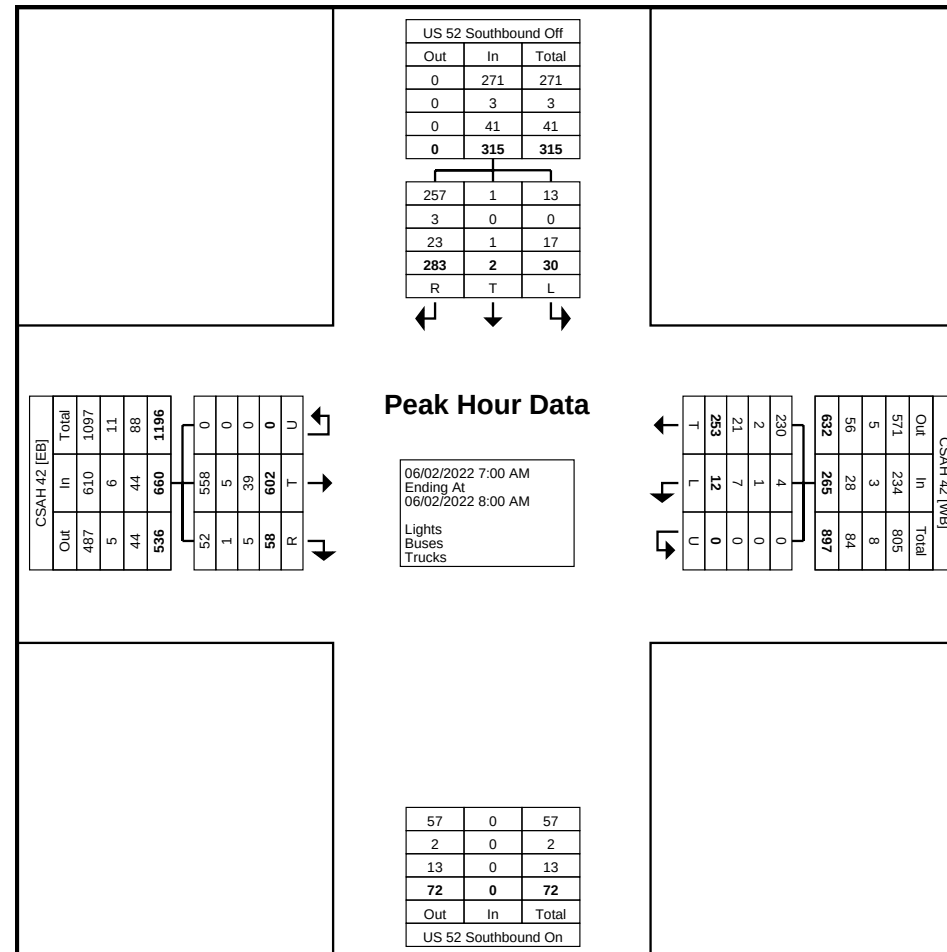
Hourly Total	293	63	1	357	17	179	0	196	56	3	207	266	819
2:00 PM	79	18	0	97	7	47	0	54	9	0	59	68	219
2:15 PM	133	21	0	154	6	57	0	63	8	0	74	82	299
2:30 PM	124	18	0	142	4	44	0	48	4	0	58	62	252
2:45 PM	110	22	0	132	4	66	0	70	3	0	77	80	282
Hourly Total	446	79	0	525	21	214	0	235	24	0	268	292	1052
3:00 PM	102	19	0	121	0	56	0	56	3	0	71	74	251
3:15 PM	121	21	0	142	5	43	0	48	11	0	91	102	292
3:30 PM	110	29	0	139	9	67	0	76	11	1	102	114	329
3:45 PM	94	27	0	121	3	64	0	67	6	0	104	110	298
Hourly Total	427	96	0	523	17	230	0	247	31	1	368	400	1170
4:00 PM	134	26	0	160	6	68	0	74	10	0	84	94	328
4:15 PM	138	23	0	161	3	59	0	62	6	1	124	131	354
4:30 PM	147	31	0	178	5	83	0	88	1	0	102	103	369
4:45 PM	120	28	0	148	4	78	0	82	6	0	126	132	362
Hourly Total	539	108	0	647	18	288	0	306	23	1	436	460	1413
5:00 PM	148	17	0	165	2	61	0	63	4	0	123	127	355
5:15 PM	121	11	0	132	2	84	0	86	4	1	165	170	388
5:30 PM	102	20	0	122	1	67	0	68	8	0	129	137	327
5:45 PM	120	18	0	138	2	60	0	62	8	0	85	93	293
Hourly Total	491	66	0	557	7	272	0	279	24	1	502	527	1363
6:00 PM	116	18	0	134	3	52	0	55	3	0	93	96	285
6:15 PM	100	11	0	111	4	40	0	44	3	0	53	56	211
6:30 PM	63	20	0	83	1	29	0	30	6	0	63	69	182
6:45 PM	73	6	0	79	4	31	0	35	1	0	52	53	167
Hourly Total	352	55	0	407	12	152	0	164	13	0	261	274	845
Grand Total	5221	833	3	6057	171	2663	1	2835	406	15	3415	3836	12728
Approach %	86.2	13.8	0.0	-	6.0	93.9	0.0	-	10.6	0.4	89.0	-	-
Total %	41.0	6.5	0.0	47.6	1.3	20.9	0.0	22.3	3.2	0.1	26.8	30.1	-
Lights	4828	798	2	5628	100	2352	1	2453	165	8	3185	3358	11439
% Lights	92.5	95.8	66.7	92.9	58.5	88.3	100.0	86.5	40.6	53.3	93.3	87.5	89.9
Buses	20	5	0	25	1	18	0	19	0	1	15	16	60
% Buses	0.4	0.6	0.0	0.4	0.6	0.7	0.0	0.7	0.0	6.7	0.4	0.4	0.5
Trucks	373	30	1	404	70	293	0	363	241	6	215	462	1229
% Trucks	7.1	3.6	33.3	6.7	40.9	11.0	0.0	12.8	59.4	40.0	6.3	12.0	9.7



Turning Movement Data Plot

Turning Movement Peak Hour Data (7:00 AM)

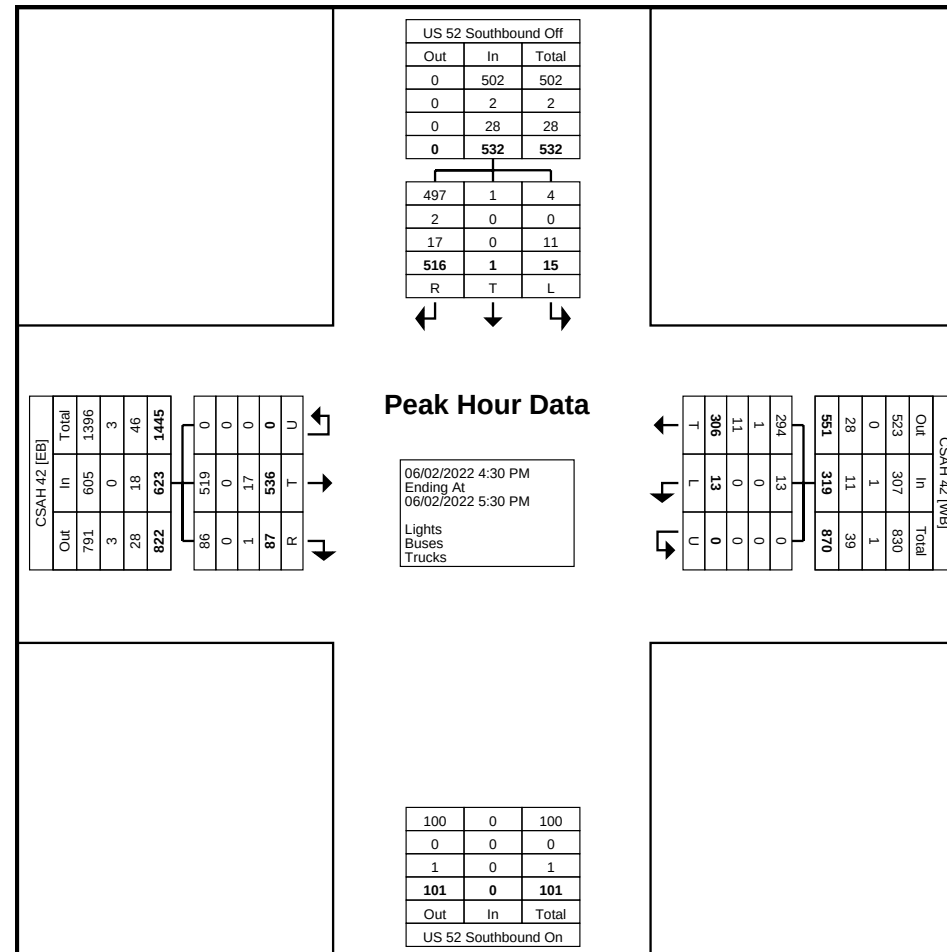
Start Time	CSAH 42 Eastbound				CSAH 42 Westbound				US 52 Southbound Off Ramp Southbound				Int. Total
	Thru	Right	U-Turn	App. Total	Left	Thru	U-Turn	App. Total	Left	Thru	Right	App. Total	
7:00 AM	148	21	0	169	2	53	0	55	4	2	48	54	278
7:15 AM	154	20	0	174	2	71	0	73	4	0	62	66	313
7:30 AM	156	10	0	166	3	67	0	70	10	0	95	105	341
7:45 AM	144	7	0	151	5	62	0	67	12	0	78	90	308
Total	602	58	0	660	12	253	0	265	30	2	283	315	1240
Approach %	91.2	8.8	0.0	-	4.5	95.5	0.0	-	9.5	0.6	89.8	-	-
Total %	48.5	4.7	0.0	53.2	1.0	20.4	0.0	21.4	2.4	0.2	22.8	25.4	-
PHF	0.965	0.690	0.000	0.948	0.600	0.891	0.000	0.908	0.625	0.250	0.745	0.750	0.909
Lights	558	52	0	610	4	230	0	234	13	1	257	271	1115
% Lights	92.7	89.7	-	92.4	33.3	90.9	-	88.3	43.3	50.0	90.8	86.0	89.9
Buses	5	1	0	6	1	2	0	3	0	0	3	3	12
% Buses	0.8	1.7	-	0.9	8.3	0.8	-	1.1	0.0	0.0	1.1	1.0	1.0
Trucks	39	5	0	44	7	21	0	28	17	1	23	41	113
% Trucks	6.5	8.6	-	6.7	58.3	8.3	-	10.6	56.7	50.0	8.1	13.0	9.1



Turning Movement Peak Hour Data Plot (7:00 AM)

Turning Movement Peak Hour Data (4:30 PM)

Start Time	CSAH 42 Eastbound				CSAH 42 Westbound				US 52 Southbound Off Ramp Southbound				Int. Total
	Thru	Right	U-Turn	App. Total	Left	Thru	U-Turn	App. Total	Left	Thru	Right	App. Total	
4:30 PM	147	31	0	178	5	83	0	88	1	0	102	103	369
4:45 PM	120	28	0	148	4	78	0	82	6	0	126	132	362
5:00 PM	148	17	0	165	2	61	0	63	4	0	123	127	355
5:15 PM	121	11	0	132	2	84	0	86	4	1	165	170	388
Total	536	87	0	623	13	306	0	319	15	1	516	532	1474
Approach %	86.0	14.0	0.0	-	4.1	95.9	0.0	-	2.8	0.2	97.0	-	-
Total %	36.4	5.9	0.0	42.3	0.9	20.8	0.0	21.6	1.0	0.1	35.0	36.1	-
PHF	0.905	0.702	0.000	0.875	0.650	0.911	0.000	0.906	0.625	0.250	0.782	0.782	0.950
Lights	519	86	0	605	13	294	0	307	4	1	497	502	1414
% Lights	96.8	98.9	-	97.1	100.0	96.1	-	96.2	26.7	100.0	96.3	94.4	95.9
Buses	0	0	0	0	0	1	0	1	0	0	2	2	3
% Buses	0.0	0.0	-	0.0	0.0	0.3	-	0.3	0.0	0.0	0.4	0.4	0.2
Trucks	17	1	0	18	0	11	0	11	11	0	17	28	57
% Trucks	3.2	1.1	-	2.9	0.0	3.6	-	3.4	73.3	0.0	3.3	5.3	3.9

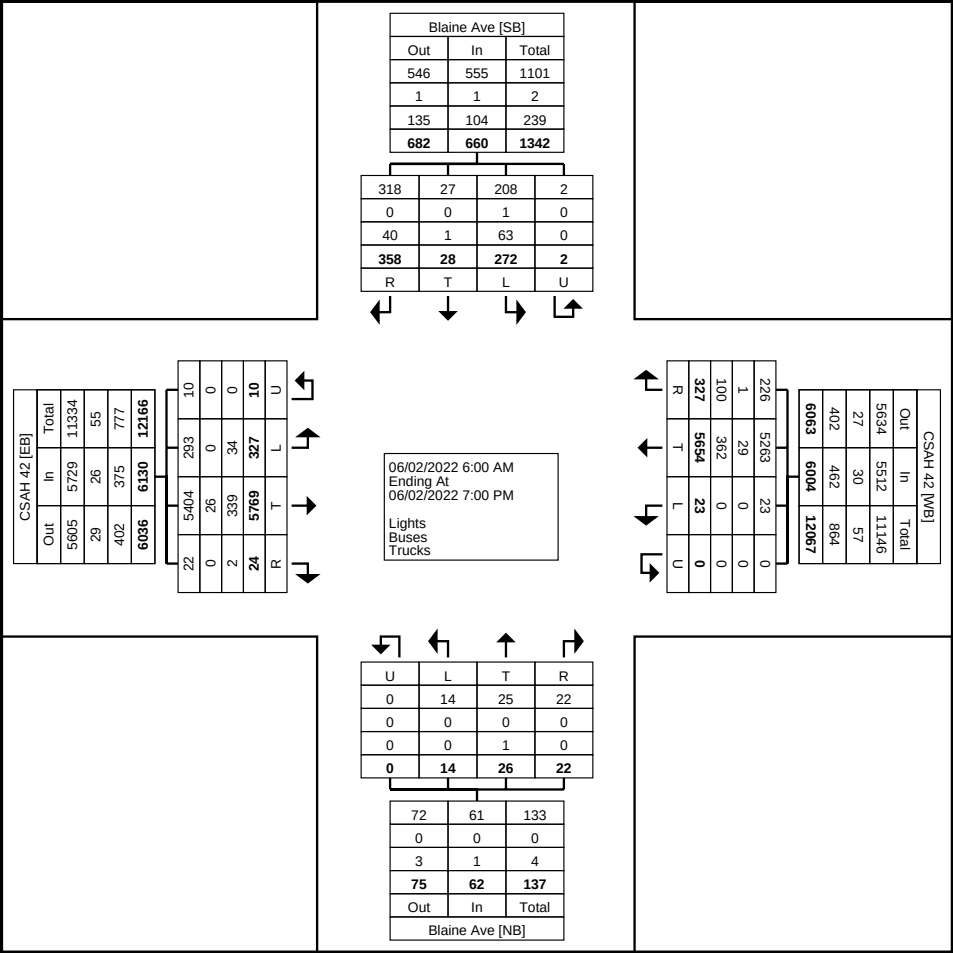


Turning Movement Peak Hour Data Plot (4:30 PM)

Turning Movement Data

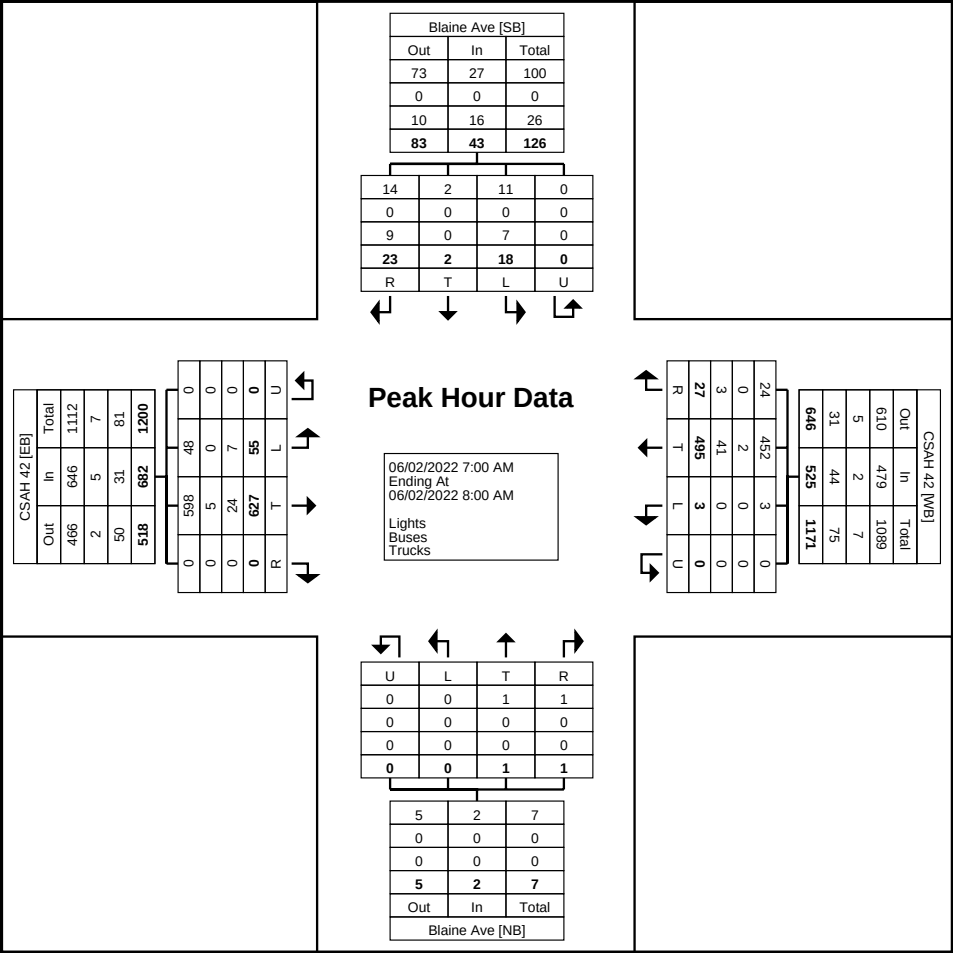
Start Time	CSAH 42 Eastbound					CSAH 42 Westbound					Blaine Ave Northbound					Blaine Ave Southbound					Int. Total
	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	
6:00 AM	9	105	0	0	114	0	56	7	0	63	0	0	0	0	0	1	2	3	0	6	183
6:15 AM	20	119	0	0	139	1	81	6	0	88	0	0	0	0	0	1	0	1	0	2	229
6:30 AM	24	133	1	0	158	1	96	9	0	106	0	0	1	0	1	5	0	7	0	12	277
6:45 AM	13	125	0	0	138	3	118	9	0	130	0	2	0	0	2	4	0	2	0	6	276
Hourly Total	66	482	1	0	549	5	351	31	0	387	0	2	1	0	3	11	2	13	0	26	965
7:00 AM	19	155	0	0	174	0	90	7	0	97	0	1	0	0	1	11	0	12	0	23	295
7:15 AM	10	174	0	0	184	0	132	4	0	136	0	0	1	0	1	4	0	7	0	11	332
7:30 AM	9	151	0	0	160	2	147	6	0	155	0	0	0	0	0	0	2	0	0	2	317
7:45 AM	17	147	0	0	164	1	126	10	0	137	0	0	0	0	0	3	0	4	0	7	308
Hourly Total	55	627	0	0	682	3	495	27	0	525	0	1	1	0	2	18	2	23	0	43	1252
8:00 AM	4	133	0	0	137	1	71	11	0	83	0	1	0	0	1	9	1	7	0	17	238
8:15 AM	4	112	0	0	116	0	83	7	0	90	0	0	0	0	0	5	1	0	0	6	212
8:30 AM	4	129	1	0	134	1	80	10	0	91	0	0	0	0	0	2	1	3	0	6	231
8:45 AM	7	80	0	0	87	1	85	10	0	96	1	1	1	0	3	6	0	2	0	8	194
Hourly Total	19	454	1	0	474	3	319	38	0	360	1	2	1	0	4	22	3	12	0	37	875
9:00 AM	3	82	0	0	85	0	78	4	0	82	0	1	0	0	1	10	0	2	0	12	180
9:15 AM	5	98	1	0	104	0	82	3	0	85	0	3	0	0	3	0	0	3	0	3	195
9:30 AM	9	92	1	0	102	0	81	7	0	88	1	1	0	0	2	9	0	4	0	13	205
9:45 AM	2	95	0	0	97	0	59	5	0	64	1	0	0	0	1	6	0	5	0	11	173
Hourly Total	19	367	2	0	388	0	300	19	0	319	2	5	0	0	7	25	0	14	0	39	753
10:00 AM	4	72	0	1	77	1	69	6	0	76	1	0	0	0	1	6	0	4	0	10	164
10:15 AM	2	71	1	0	74	2	69	7	0	78	2	0	0	0	2	3	0	5	0	8	162
10:30 AM	3	79	1	0	83	0	74	8	0	82	0	0	2	0	2	7	0	5	1	13	180
10:45 AM	1	70	0	0	71	0	80	4	0	84	0	1	0	0	1	11	1	3	0	15	171
Hourly Total	10	292	2	1	305	3	292	25	0	320	3	1	2	0	6	27	1	17	1	46	677
11:00 AM	2	77	0	0	79	0	80	5	0	85	0	0	0	0	0	8	0	5	0	13	177
11:15 AM	4	69	1	1	75	0	96	10	0	106	0	0	2	0	2	3	2	8	0	13	196
11:30 AM	7	79	1	0	87	0	112	1	0	113	0	0	0	0	0	5	1	9	0	15	215
11:45 AM	3	69	0	0	72	0	79	7	0	86	0	0	0	0	0	4	0	2	0	6	164
Hourly Total	16	294	2	1	313	0	367	23	0	390	0	0	2	0	2	20	3	24	0	47	752
12:00 PM	6	108	1	0	115	0	89	4	0	93	0	1	0	0	1	6	1	4	0	11	220
12:15 PM	0	96	1	0	97	1	74	6	0	81	0	0	0	0	0	4	0	7	0	11	189
12:30 PM	9	91	0	1	101	0	67	4	0	71	0	0	0	0	0	4	2	4	0	10	182
12:45 PM	6	74	0	2	82	0	89	8	0	97	0	0	0	0	0	7	0	7	0	14	193
Hourly Total	21	369	2	3	395	1	319	22	0	342	0	1	0	0	1	21	3	22	0	46	784
1:00 PM	3	95	0	0	98	0	82	3	0	85	0	0	1	0	1	7	1	4	0	12	196
1:15 PM	3	72	0	0	75	0	83	6	0	89	0	0	1	0	1	5	1	5	0	11	176
1:30 PM	2	95	2	0	99	1	86	8	0	95	0	1	0	0	1	8	1	4	0	13	208
1:45 PM	3	81	1	0	85	1	112	7	0	120	0	2	0	0	2	5	1	2	0	8	215
Hourly Total	11	343	3	0	357	2	363	24	0	389	0	3	2	0	5	25	4	15	0	44	795

2:00 PM	5	95	2	0	102	0	100	2	0	102	0	1	1	0	2	2	0	9	1	12	218
2:15 PM	6	145	0	0	151	0	120	3	0	123	2	0	1	0	3	7	0	8	0	15	292
2:30 PM	3	136	0	0	139	0	100	3	0	103	0	0	0	0	0	8	0	6	0	14	256
2:45 PM	3	109	0	0	112	1	135	7	0	143	1	1	0	0	2	5	1	11	0	17	274
Hourly Total	17	485	2	0	504	1	455	15	0	471	3	2	2	0	7	22	1	34	1	58	1040
3:00 PM	3	124	0	1	128	1	112	7	0	120	0	0	0	0	0	6	0	9	0	15	263
3:15 PM	5	133	2	0	140	1	125	5	0	131	0	0	1	0	1	13	0	5	0	18	290
3:30 PM	6	129	0	1	136	0	163	8	0	171	1	0	0	0	1	4	1	7	0	12	320
3:45 PM	10	102	1	0	113	1	161	6	0	168	0	0	1	0	1	7	0	7	0	14	296
Hourly Total	24	488	3	2	517	3	561	26	0	590	1	0	2	0	3	30	1	28	0	59	1169
4:00 PM	5	158	0	1	164	1	146	7	0	154	0	0	0	0	0	9	2	18	0	29	347
4:15 PM	5	171	1	0	177	0	178	5	0	183	0	1	1	0	2	2	0	15	0	17	379
4:30 PM	3	159	0	0	162	0	175	11	0	186	0	2	2	0	4	7	0	19	0	26	378
4:45 PM	8	158	0	0	166	0	194	8	0	202	1	2	0	0	3	7	2	13	0	22	393
Hourly Total	21	646	1	1	669	1	693	31	0	725	1	5	3	0	9	25	4	65	0	94	1497
5:00 PM	9	161	1	0	171	0	181	7	0	188	1	0	1	0	2	5	0	21	0	26	387
5:15 PM	7	115	0	0	122	0	244	9	0	253	0	0	0	0	0	4	0	15	0	19	394
5:30 PM	8	122	0	0	130	1	182	7	0	190	0	0	2	0	2	5	2	27	0	34	356
5:45 PM	5	129	1	0	135	0	136	7	0	143	1	0	3	0	4	1	0	9	0	10	292
Hourly Total	29	527	2	0	558	1	743	30	0	774	2	0	6	0	8	15	2	72	0	89	1429
6:00 PM	9	130	0	0	139	0	133	5	0	138	0	3	0	0	3	3	0	10	0	13	293
6:15 PM	4	104	0	1	109	0	93	2	0	95	0	1	0	0	1	0	0	3	0	3	208
6:30 PM	4	88	1	1	94	0	85	6	0	91	1	0	0	0	1	4	2	6	0	12	198
6:45 PM	2	73	2	0	77	0	85	3	0	88	0	0	0	0	0	4	0	0	0	4	169
Hourly Total	19	395	3	2	419	0	396	16	0	412	1	4	0	0	5	11	2	19	0	32	868
Grand Total	327	5769	24	10	6130	23	5654	327	0	6004	14	26	22	0	62	272	28	358	2	660	12856
Approach %	5.3	94.1	0.4	0.2	-	0.4	94.2	5.4	0.0	-	22.6	41.9	35.5	0.0	-	41.2	4.2	54.2	0.3	-	-
Total %	2.5	44.9	0.2	0.1	47.7	0.2	44.0	2.5	0.0	46.7	0.1	0.2	0.2	0.0	0.5	2.1	0.2	2.8	0.0	5.1	-
Lights	293	5404	22	10	5729	23	5263	226	0	5512	14	25	22	0	61	208	27	318	2	555	11857
% Lights	89.6	93.7	91.7	100.0	93.5	100.0	93.1	69.1	-	91.8	100.0	96.2	100.0	-	98.4	76.5	96.4	88.8	100.0	84.1	92.2
Buses	0	26	0	0	26	0	29	1	0	30	0	0	0	0	0	1	0	0	0	1	57
% Buses	0.0	0.5	0.0	0.0	0.4	0.0	0.5	0.3	-	0.5	0.0	0.0	0.0	-	0.0	0.4	0.0	0.0	0.0	0.2	0.4
Trucks	34	339	2	0	375	0	362	100	0	462	0	1	0	0	1	63	1	40	0	104	942
% Trucks	10.4	5.9	8.3	0.0	6.1	0.0	6.4	30.6	-	7.7	0.0	3.8	0.0	-	1.6	23.2	3.6	11.2	0.0	15.8	7.3



Turning Movement Peak Hour Data (7:00 AM)

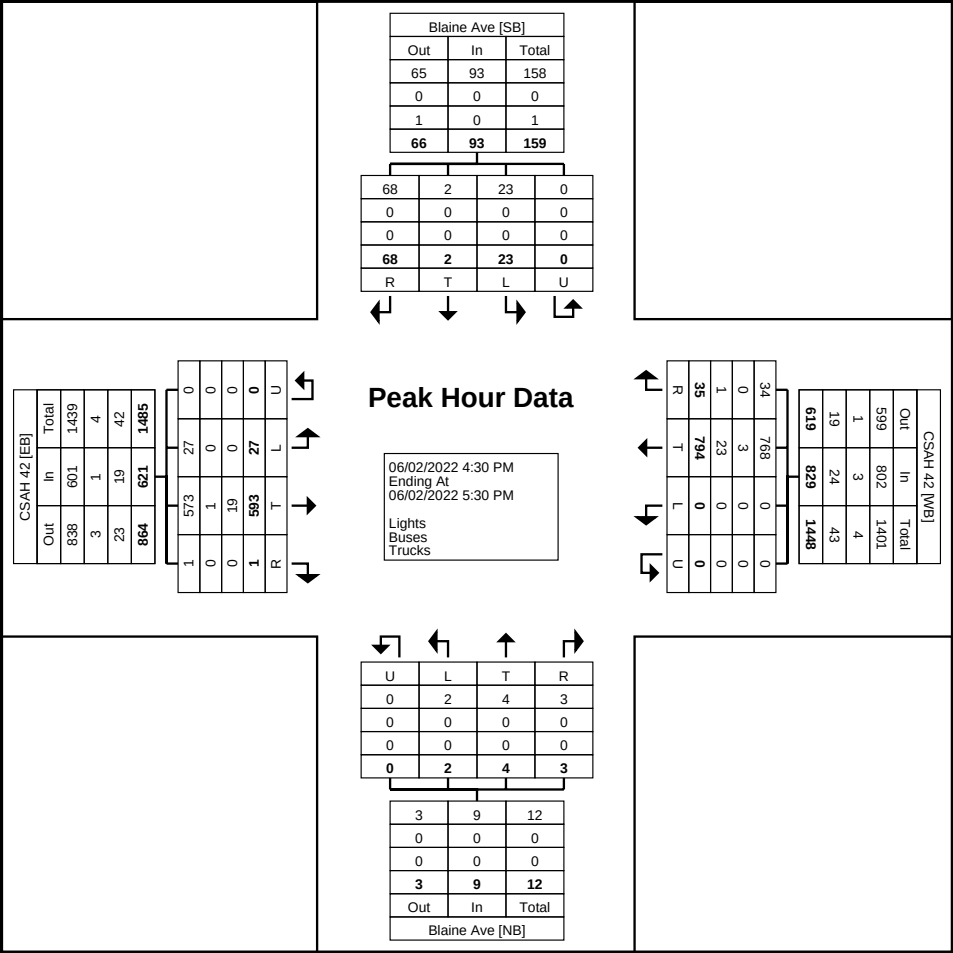
Start Time	CSAH 42 Eastbound					CSAH 42 Westbound					Blaine Ave Northbound					Blaine Ave Southbound					Int. Total
	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	
7:00 AM	19	155	0	0	174	0	90	7	0	97	0	1	0	0	1	11	0	12	0	23	295
7:15 AM	10	174	0	0	184	0	132	4	0	136	0	0	1	0	1	4	0	7	0	11	332
7:30 AM	9	151	0	0	160	2	147	6	0	155	0	0	0	0	0	0	2	0	0	2	317
7:45 AM	17	147	0	0	164	1	126	10	0	137	0	0	0	0	0	3	0	4	0	7	308
Total	55	627	0	0	682	3	495	27	0	525	0	1	1	0	2	18	2	23	0	43	1252
Approach %	8.1	91.9	0.0	0.0	-	0.6	94.3	5.1	0.0	-	0.0	50.0	50.0	0.0	-	41.9	4.7	53.5	0.0	-	-
Total %	4.4	50.1	0.0	0.0	54.5	0.2	39.5	2.2	0.0	41.9	0.0	0.1	0.1	0.0	0.2	1.4	0.2	1.8	0.0	3.4	-
PHF	0.724	0.901	0.000	0.000	0.927	0.375	0.842	0.675	0.000	0.847	0.000	0.250	0.250	0.000	0.500	0.409	0.250	0.479	0.000	0.467	0.943
Lights	48	598	0	0	646	3	452	24	0	479	0	1	1	0	2	11	2	14	0	27	1154
% Lights	87.3	95.4	-	-	94.7	100.0	91.3	88.9	-	91.2	-	100.0	100.0	-	100.0	61.1	100.0	60.9	-	62.8	92.2
Buses	0	5	0	0	5	0	2	0	0	2	0	0	0	0	0	0	0	0	0	0	7
% Buses	0.0	0.8	-	-	0.7	0.0	0.4	0.0	-	0.4	-	0.0	0.0	-	0.0	0.0	0.0	0.0	-	0.0	0.6
Trucks	7	24	0	0	31	0	41	3	0	44	0	0	0	0	0	7	0	9	0	16	91
% Trucks	12.7	3.8	-	-	4.5	0.0	8.3	11.1	-	8.4	-	0.0	0.0	-	0.0	38.9	0.0	39.1	-	37.2	7.3



Turning Movement Peak Hour Data Plot (7:00 AM)

Turning Movement Peak Hour Data (4:30 PM)

Start Time	CSAH 42 Eastbound					CSAH 42 Westbound					Blaine Ave Northbound					Blaine Ave Southbound					Int. Total
	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	
4:30 PM	3	159	0	0	162	0	175	11	0	186	0	2	2	0	4	7	0	19	0	26	378
4:45 PM	8	158	0	0	166	0	194	8	0	202	1	2	0	0	3	7	2	13	0	22	393
5:00 PM	9	161	1	0	171	0	181	7	0	188	1	0	1	0	2	5	0	21	0	26	387
5:15 PM	7	115	0	0	122	0	244	9	0	253	0	0	0	0	0	4	0	15	0	19	394
Total	27	593	1	0	621	0	794	35	0	829	2	4	3	0	9	23	2	68	0	93	1552
Approach %	4.3	95.5	0.2	0.0	-	0.0	95.8	4.2	0.0	-	22.2	44.4	33.3	0.0	-	24.7	2.2	73.1	0.0	-	-
Total %	1.7	38.2	0.1	0.0	40.0	0.0	51.2	2.3	0.0	53.4	0.1	0.3	0.2	0.0	0.6	1.5	0.1	4.4	0.0	6.0	-
PHF	0.750	0.921	0.250	0.000	0.908	0.000	0.814	0.795	0.000	0.819	0.500	0.500	0.375	0.000	0.563	0.821	0.250	0.810	0.000	0.894	0.985
Lights	27	573	1	0	601	0	768	34	0	802	2	4	3	0	9	23	2	68	0	93	1505
% Lights	100.0	96.6	100.0	-	96.8	-	96.7	97.1	-	96.7	100.0	100.0	100.0	-	100.0	100.0	100.0	100.0	-	100.0	97.0
Buses	0	1	0	0	1	0	3	0	0	3	0	0	0	0	0	0	0	0	0	0	4
% Buses	0.0	0.2	0.0	-	0.2	-	0.4	0.0	-	0.4	0.0	0.0	0.0	-	0.0	0.0	0.0	0.0	-	0.0	0.3
Trucks	0	19	0	0	19	0	23	1	0	24	0	0	0	0	0	0	0	0	0	0	43
% Trucks	0.0	3.2	0.0	-	3.1	-	2.9	2.9	-	2.9	0.0	0.0	0.0	-	0.0	0.0	0.0	0.0	-	0.0	2.8

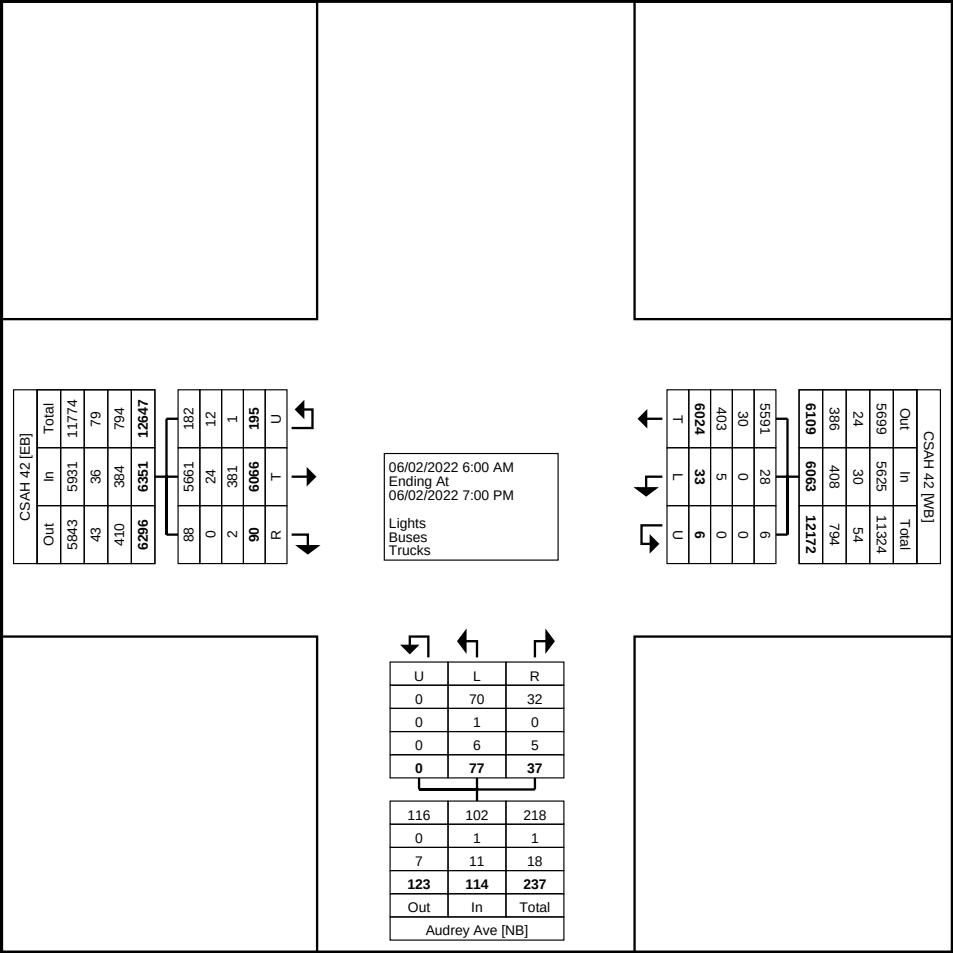


Turning Movement Peak Hour Data Plot (4:30 PM)

Turning Movement Data

Start Time	CSAH 42 Eastbound				CSAH 42 Westbound				Audrey Ave Northbound				Int. Total
	Thru	Right	U-Turn	App. Total	Left	Thru	U-Turn	App. Total	Left	Right	U-Turn	App. Total	
6:00 AM	119	1	0	120	1	63	1	65	0	1	0	1	186
6:15 AM	140	0	0	140	1	78	1	80	0	0	0	0	220
6:30 AM	160	3	0	163	0	104	1	105	0	0	0	0	268
6:45 AM	142	1	0	143	4	113	0	117	0	1	0	1	261
Hourly Total	561	5	0	566	6	358	3	367	0	2	0	2	935
7:00 AM	172	1	2	175	0	97	0	97	1	0	0	1	273
7:15 AM	184	0	2	186	3	138	0	141	1	0	0	1	328
7:30 AM	158	2	4	164	2	147	0	149	3	0	0	3	316
7:45 AM	167	0	1	168	2	126	0	128	0	0	0	0	296
Hourly Total	681	3	9	693	7	508	0	515	5	0	0	5	1213
8:00 AM	137	1	2	140	0	83	0	83	1	0	0	1	224
8:15 AM	115	0	5	120	0	83	0	83	1	0	0	1	204
8:30 AM	134	1	3	138	0	81	0	81	1	0	0	1	220
8:45 AM	90	1	3	94	0	88	0	88	0	0	0	0	182
Hourly Total	476	3	13	492	0	335	0	335	3	0	0	3	830
9:00 AM	80	22	6	108	1	79	0	80	1	0	0	1	189
9:15 AM	103	0	1	104	1	78	0	79	1	1	0	2	185
9:30 AM	103	0	2	105	0	94	0	94	0	0	0	0	199
9:45 AM	95	0	7	102	1	66	0	67	0	1	0	1	170
Hourly Total	381	22	16	419	3	317	0	320	2	2	0	4	743
10:00 AM	76	2	1	79	0	69	0	69	1	0	0	1	149
10:15 AM	74	1	0	75	0	83	0	83	2	0	0	2	160
10:30 AM	85	0	6	91	1	70	0	71	1	0	0	1	163
10:45 AM	70	2	3	75	0	83	0	83	0	2	0	2	160
Hourly Total	305	5	10	320	1	305	0	306	4	2	0	6	632
11:00 AM	78	1	7	86	0	84	0	84	1	0	0	1	171
11:15 AM	72	0	7	79	1	103	0	104	0	1	0	1	184
11:30 AM	81	1	8	90	1	121	0	122	0	2	0	2	214
11:45 AM	71	0	9	80	0	83	0	83	0	0	0	0	163
Hourly Total	302	2	31	335	2	391	0	393	1	3	0	4	732
12:00 PM	121	1	5	127	0	96	0	96	15	1	0	16	239
12:15 PM	92	4	2	98	0	88	0	88	2	0	0	2	188
12:30 PM	100	3	5	108	0	64	0	64	0	0	0	0	172
12:45 PM	84	6	5	95	2	98	0	100	2	0	0	2	197
Hourly Total	397	14	17	428	2	346	0	348	19	1	0	20	796
1:00 PM	97	2	4	103	1	88	0	89	1	0	0	1	193
1:15 PM	69	1	2	72	0	85	0	85	4	1	0	5	162
1:30 PM	100	2	11	113	2	92	0	94	1	1	0	2	209
1:45 PM	82	0	5	87	0	106	0	106	0	1	0	1	194
Hourly Total	348	5	22	375	3	371	0	374	6	3	0	9	758

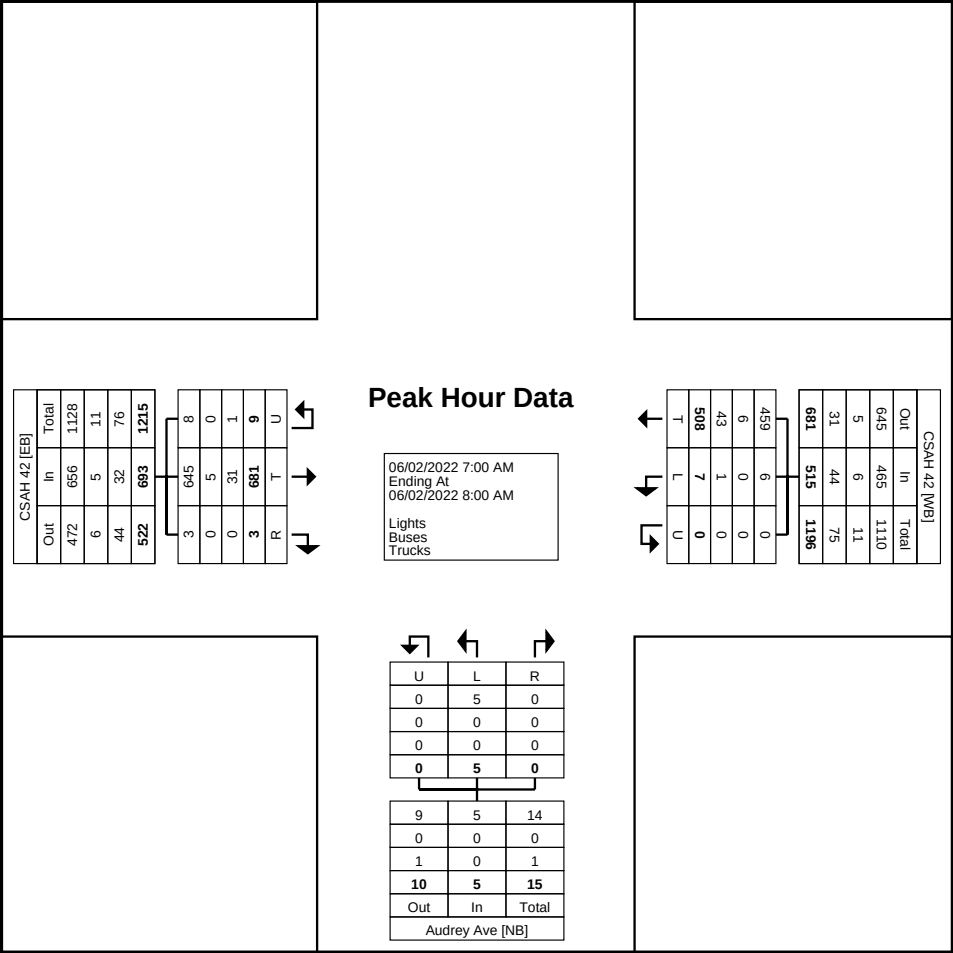
2:00 PM	104	0	10	114	1	108	0	109	1	0	0	1	224
2:15 PM	152	0	17	169	0	126	0	126	2	1	0	3	298
2:30 PM	135	1	9	145	0	115	1	116	1	0	0	1	262
2:45 PM	113	1	5	119	0	138	0	138	0	0	0	0	257
Hourly Total	504	2	41	547	1	487	1	489	4	1	0	5	1041
3:00 PM	131	0	9	140	0	133	0	133	3	0	0	3	276
3:15 PM	131	1	3	135	0	144	0	144	1	0	0	1	280
3:30 PM	131	1	1	133	0	167	0	167	1	1	0	2	302
3:45 PM	116	0	2	118	1	167	0	168	1	0	0	1	287
Hourly Total	509	2	15	526	1	611	0	612	6	1	0	7	1145
4:00 PM	148	2	1	151	0	174	0	174	1	2	0	3	328
4:15 PM	159	0	1	160	0	183	1	184	9	11	0	20	364
4:30 PM	163	0	2	165	1	196	0	197	2	1	0	3	365
4:45 PM	156	4	0	160	0	212	0	212	0	0	0	0	372
Hourly Total	626	6	4	636	1	765	1	767	12	14	0	26	1429
5:00 PM	172	3	0	175	1	193	1	195	2	1	0	3	373
5:15 PM	122	1	1	124	2	256	0	258	0	0	0	0	382
5:30 PM	131	5	1	137	0	210	0	210	4	1	0	5	352
5:45 PM	144	5	13	162	1	150	0	151	4	0	0	4	317
Hourly Total	569	14	15	598	4	809	1	814	10	2	0	12	1424
6:00 PM	130	2	1	133	1	149	0	150	3	5	0	8	291
6:15 PM	108	2	0	110	1	99	0	100	1	0	0	1	211
6:30 PM	94	1	1	96	0	93	0	93	0	1	0	1	190
6:45 PM	75	2	0	77	0	80	0	80	1	0	0	1	158
Hourly Total	407	7	2	416	2	421	0	423	5	6	0	11	850
Grand Total	6066	90	195	6351	33	6024	6	6063	77	37	0	114	12528
Approach %	95.5	1.4	3.1	-	0.5	99.4	0.1	-	67.5	32.5	0.0	-	-
Total %	48.4	0.7	1.6	50.7	0.3	48.1	0.0	48.4	0.6	0.3	0.0	0.9	-
Lights	5661	88	182	5931	28	5591	6	5625	70	32	0	102	11658
% Lights	93.3	97.8	93.3	93.4	84.8	92.8	100.0	92.8	90.9	86.5	-	89.5	93.1
Buses	24	0	12	36	0	30	0	30	1	0	0	1	67
% Buses	0.4	0.0	6.2	0.6	0.0	0.5	0.0	0.5	1.3	0.0	-	0.9	0.5
Trucks	381	2	1	384	5	403	0	408	6	5	0	11	803
% Trucks	6.3	2.2	0.5	6.0	15.2	6.7	0.0	6.7	7.8	13.5	-	9.6	6.4



Turning Movement Data Plot

Turning Movement Peak Hour Data (7:00 AM)

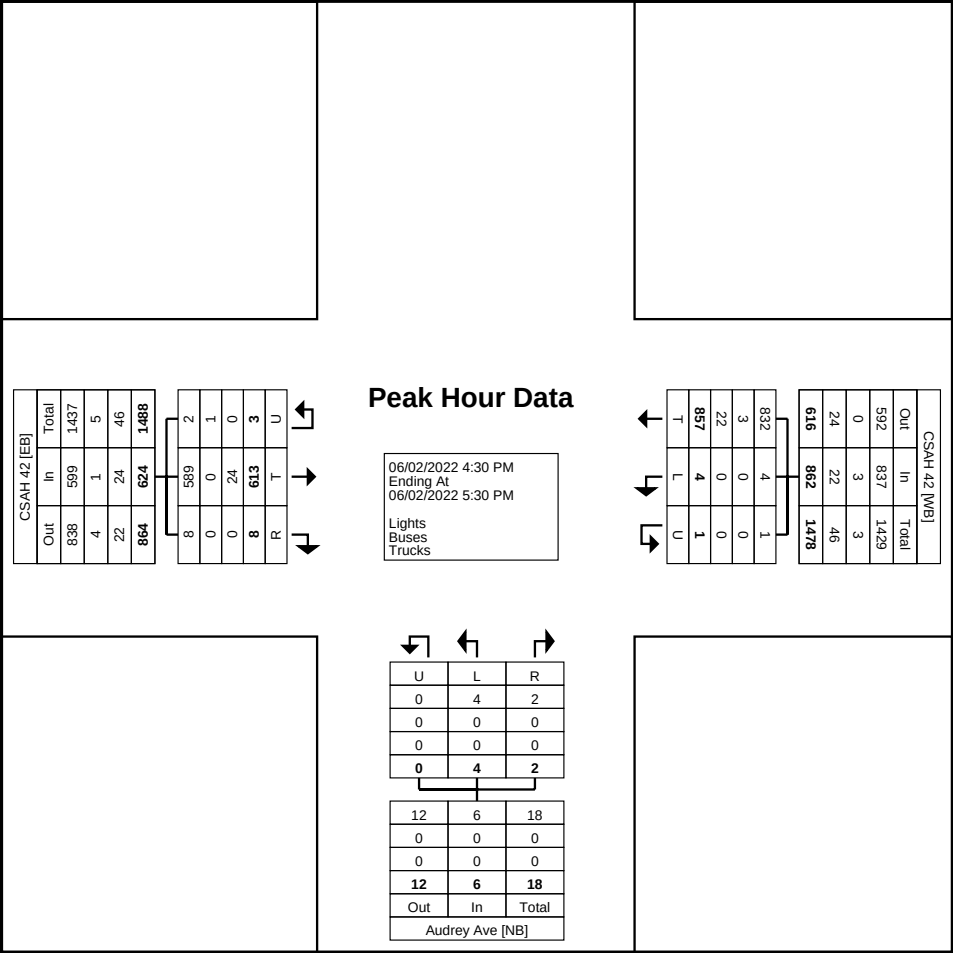
Start Time	CSAH 42 Eastbound				CSAH 42 Westbound				Audrey Ave Northbound				Int. Total
	Thru	Right	U-Turn	App. Total	Left	Thru	U-Turn	App. Total	Left	Right	U-Turn	App. Total	
7:00 AM	172	1	2	175	0	97	0	97	1	0	0	1	273
7:15 AM	184	0	2	186	3	138	0	141	1	0	0	1	328
7:30 AM	158	2	4	164	2	147	0	149	3	0	0	3	316
7:45 AM	167	0	1	168	2	126	0	128	0	0	0	0	296
Total	681	3	9	693	7	508	0	515	5	0	0	5	1213
Approach %	98.3	0.4	1.3	-	1.4	98.6	0.0	-	100.0	0.0	0.0	-	-
Total %	56.1	0.2	0.7	57.1	0.6	41.9	0.0	42.5	0.4	0.0	0.0	0.4	-
PHF	0.925	0.375	0.563	0.931	0.583	0.864	0.000	0.864	0.417	0.000	0.000	0.417	0.925
Lights	645	3	8	656	6	459	0	465	5	0	0	5	1126
% Lights	94.7	100.0	88.9	94.7	85.7	90.4	-	90.3	100.0	-	-	100.0	92.8
Buses	5	0	0	5	0	6	0	6	0	0	0	0	11
% Buses	0.7	0.0	0.0	0.7	0.0	1.2	-	1.2	0.0	-	-	0.0	0.9
Trucks	31	0	1	32	1	43	0	44	0	0	0	0	76
% Trucks	4.6	0.0	11.1	4.6	14.3	8.5	-	8.5	0.0	-	-	0.0	6.3



Turning Movement Peak Hour Data Plot (7:00 AM)

Turning Movement Peak Hour Data (4:30 PM)

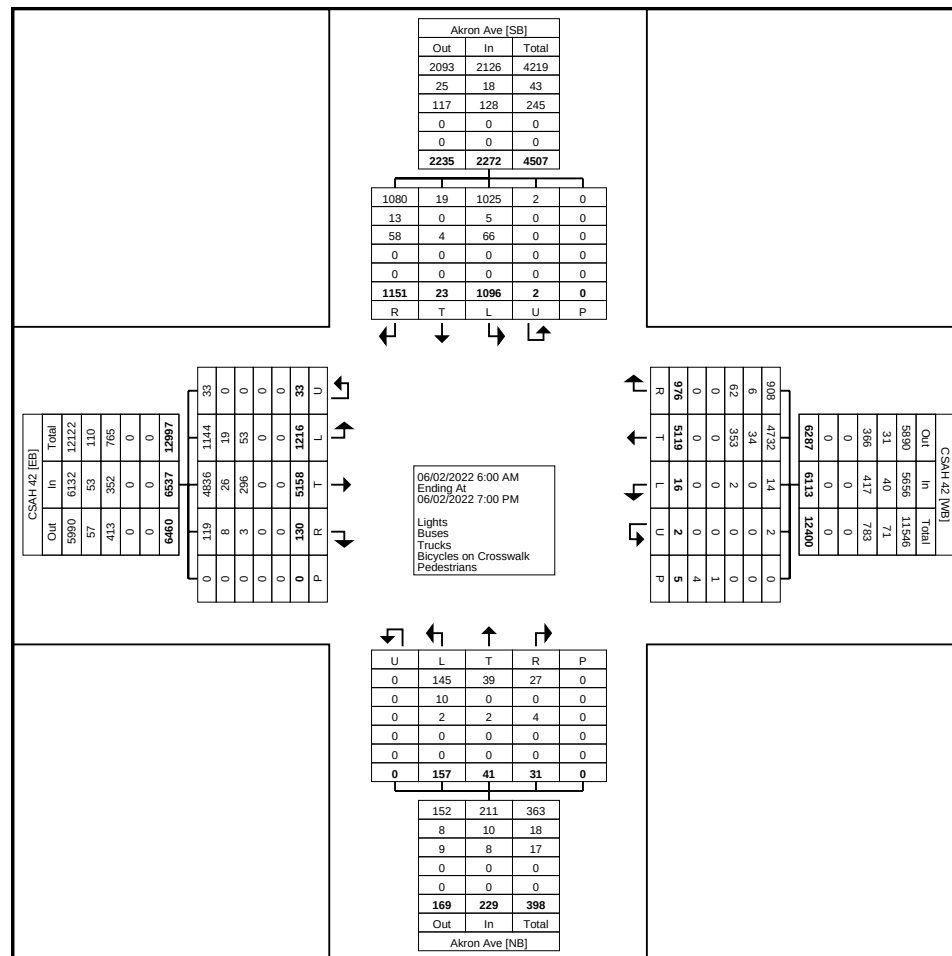
Start Time	CSAH 42 Eastbound				CSAH 42 Westbound				Audrey Ave Northbound				Int. Total
	Thru	Right	U-Turn	App. Total	Left	Thru	U-Turn	App. Total	Left	Right	U-Turn	App. Total	
4:30 PM	163	0	2	165	1	196	0	197	2	1	0	3	365
4:45 PM	156	4	0	160	0	212	0	212	0	0	0	0	372
5:00 PM	172	3	0	175	1	193	1	195	2	1	0	3	373
5:15 PM	122	1	1	124	2	256	0	258	0	0	0	0	382
Total	613	8	3	624	4	857	1	862	4	2	0	6	1492
Approach %	98.2	1.3	0.5	-	0.5	99.4	0.1	-	66.7	33.3	0.0	-	-
Total %	41.1	0.5	0.2	41.8	0.3	57.4	0.1	57.8	0.3	0.1	0.0	0.4	-
PHF	0.891	0.500	0.375	0.891	0.500	0.837	0.250	0.835	0.500	0.500	0.000	0.500	0.976
Lights	589	8	2	599	4	832	1	837	4	2	0	6	1442
% Lights	96.1	100.0	66.7	96.0	100.0	97.1	100.0	97.1	100.0	100.0	-	100.0	96.6
Buses	0	0	1	1	0	3	0	3	0	0	0	0	4
% Buses	0.0	0.0	33.3	0.2	0.0	0.4	0.0	0.3	0.0	0.0	-	0.0	0.3
Trucks	24	0	0	24	0	22	0	22	0	0	0	0	46
% Trucks	3.9	0.0	0.0	3.8	0.0	2.6	0.0	2.6	0.0	0.0	-	0.0	3.1



Turning Movement Data

Start Time	CSAH 42 Eastbound						CSAH 42 Westbound						Akron Ave Northbound						Akron Ave Southbound						Int. Total
	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	
6:00 AM	8	109	3	0	0	120	0	55	6	0	0	61	0	0	0	0	0	0	14	1	8	0	0	23	204
6:15 AM	4	120	3	0	0	127	1	65	10	0	0	76	0	0	0	0	0	0	23	0	10	0	0	33	236
6:30 AM	10	147	1	0	0	158	2	80	9	0	0	91	0	0	1	0	0	1	31	0	22	1	0	54	304
6:45 AM	25	113	2	0	0	140	0	80	19	0	0	99	1	0	0	0	0	1	30	1	21	0	0	52	292
Hourly Total	47	489	9	0	0	545	3	280	44	0	0	327	1	0	1	0	0	2	98	2	61	1	0	162	1036
7:00 AM	9	145	3	0	0	157	0	86	10	0	0	96	2	0	1	0	0	3	43	2	18	0	0	63	319
7:15 AM	11	154	7	0	0	172	0	109	18	0	0	127	1	0	0	0	0	1	32	1	32	0	0	65	365
7:30 AM	12	147	15	1	0	175	0	102	12	0	0	114	3	2	1	0	0	6	31	3	24	0	0	58	353
7:45 AM	21	152	6	0	0	179	0	110	15	0	0	125	6	0	0	0	0	6	24	1	27	0	0	52	362
Hourly Total	53	598	31	1	0	683	0	407	55	0	0	462	12	2	2	0	0	16	130	7	101	0	0	238	1399
8:00 AM	21	126	2	2	0	151	0	64	12	0	0	76	2	1	0	0	0	3	30	0	18	0	0	48	278
8:15 AM	22	89	2	0	0	113	1	73	8	0	0	82	2	0	1	0	0	3	30	1	12	0	0	43	241
8:30 AM	20	114	0	1	0	135	0	77	12	0	1	89	2	0	0	0	0	2	30	0	11	0	0	41	267
8:45 AM	19	78	3	2	0	102	0	65	17	0	0	82	0	0	0	0	0	0	15	1	23	0	0	39	223
Hourly Total	82	407	7	5	0	501	1	279	49	0	1	329	6	1	1	0	0	8	105	2	64	0	0	171	1009
9:00 AM	19	75	3	0	0	97	1	63	17	0	0	81	0	1	1	0	0	2	13	2	25	0	0	40	220
9:15 AM	18	79	2	0	0	99	0	66	8	0	0	74	0	0	0	0	0	0	24	0	21	0	0	45	218
9:30 AM	24	93	1	0	0	118	0	81	14	0	0	95	2	0	1	0	0	3	19	1	18	0	0	38	254
9:45 AM	9	79	0	0	0	88	0	69	12	0	0	81	1	1	0	0	0	2	14	1	15	0	0	30	201
Hourly Total	70	326	6	0	0	402	1	279	51	0	0	331	3	2	2	0	0	7	70	4	79	0	0	153	893
10:00 AM	12	71	4	1	0	88	1	53	11	0	0	65	3	0	1	0	0	4	12	0	16	0	0	28	185
10:15 AM	10	59	1	0	0	70	0	71	17	0	0	88	1	0	2	0	0	3	16	0	20	0	0	36	197
10:30 AM	13	67	2	0	0	82	0	54	12	0	0	66	3	0	0	0	0	3	19	0	12	0	0	31	182
10:45 AM	18	67	0	1	0	86	0	79	12	0	0	91	0	0	0	0	0	0	10	0	22	0	0	32	209
Hourly Total	53	264	7	2	0	326	1	257	52	0	0	310	7	0	3	0	0	10	57	0	70	0	0	127	773
11:00 AM	18	63	1	1	0	83	1	75	11	0	0	87	3	0	0	0	0	3	15	0	21	1	0	37	210
11:15 AM	27	61	3	0	0	91	0	93	13	0	0	106	0	0	0	0	0	0	12	0	18	0	0	30	227
11:30 AM	22	71	2	0	0	95	1	104	18	0	0	123	12	0	0	0	0	12	15	0	27	0	0	42	272
11:45 AM	17	65	6	0	0	88	0	83	18	0	1	101	3	1	0	0	0	4	11	0	20	0	0	31	224
Hourly Total	84	260	12	1	0	357	2	355	60	0	1	417	18	1	0	0	0	19	53	0	86	1	0	140	933
12:00 PM	20	116	4	1	0	141	0	88	18	0	0	106	3	0	0	0	0	3	19	0	24	0	0	43	293
12:15 PM	30	75	6	0	0	111	0	72	17	0	0	89	6	0	2	0	0	8	27	1	23	0	0	51	259
12:30 PM	29	78	6	0	0	113	0	57	10	0	0	67	2	2	1	0	0	5	15	1	26	0	0	42	227
12:45 PM	15	85	4	0	0	104	0	84	23	0	0	107	4	1	0	0	0	5	11	0	25	0	0	36	252
Hourly Total	94	354	20	1	0	469	0	301	68	0	0	369	15	3	3	0	0	21	72	2	98	0	0	172	1031
1:00 PM	19	75	2	1	0	97	0	77	14	0	0	91	1	0	0	0	0	1	17	0	13	0	0	30	219
1:15 PM	10	69	2	1	0	82	0	74	13	0	0	87	0	0	0	0	0	0	10	1	16	0	0	27	196
1:30 PM	25	85	1	0	0	111	0	82	13	0	1	95	4	0	0	0	0	4	29	0	18	0	0	47	257
1:45 PM	19	65	8	0	0	92	0	91	9	0	0	100	4	0	0	0	0	4	16	0	15	0	0	31	227

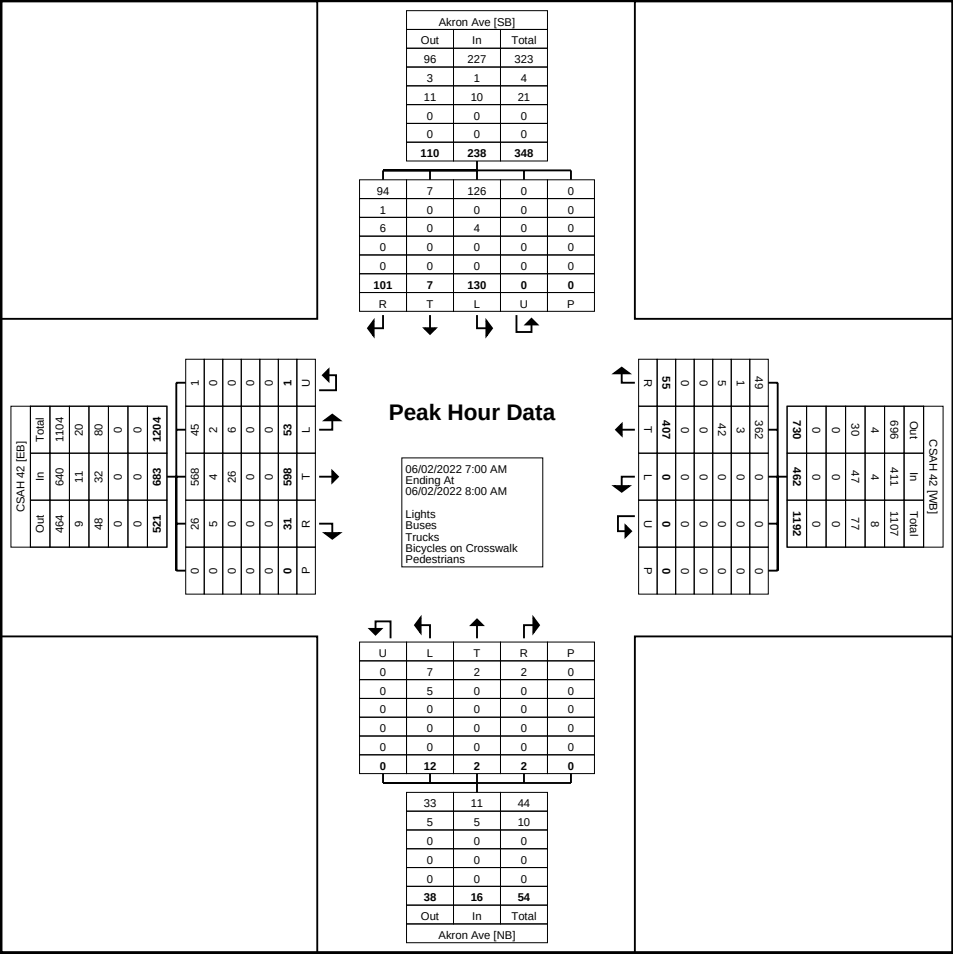
Hourly Total	73	294	13	2	0	382	0	324	49	0	1	373	9	0	0	0	0	9	72	1	62	0	0	135	899
2:00 PM	21	81	4	0	0	106	2	102	8	0	0	112	4	3	2	0	0	9	20	0	16	0	0	36	263
2:15 PM	21	133	3	1	0	158	0	123	23	0	2	146	19	3	0	0	0	22	18	0	20	0	0	38	364
2:30 PM	18	119	2	1	0	140	0	103	24	0	0	127	4	2	0	0	0	6	8	1	22	0	0	31	304
2:45 PM	16	90	1	0	0	107	0	116	22	0	0	138	0	1	0	0	0	1	16	0	22	0	0	38	284
Hourly Total	76	423	10	2	0	511	2	444	77	0	2	523	27	9	2	0	0	38	62	1	80	0	0	143	1215
3:00 PM	28	107	0	0	0	135	0	118	24	0	0	142	5	3	1	0	0	9	18	0	20	0	0	38	324
3:15 PM	27	112	0	1	0	140	0	113	21	0	0	134	9	4	1	0	0	14	22	0	26	0	0	48	336
3:30 PM	28	111	1	2	0	142	0	159	24	0	0	183	3	2	3	0	0	8	23	0	27	0	0	50	383
3:45 PM	35	105	1	0	0	141	0	153	28	0	0	181	3	2	2	0	0	7	17	0	34	0	0	51	380
Hourly Total	118	435	2	3	0	558	0	543	97	0	0	640	20	11	7	0	0	38	80	0	107	0	0	187	1423
4:00 PM	24	129	0	0	0	153	2	141	28	1	0	172	11	4	0	0	0	15	32	0	27	0	0	59	399
4:15 PM	42	113	0	2	0	157	1	151	33	0	0	185	5	1	0	0	0	6	29	0	34	0	0	63	411
4:30 PM	50	127	1	1	0	179	1	156	51	0	0	208	3	1	0	0	0	4	31	0	25	0	0	56	447
4:45 PM	37	106	2	1	0	146	0	160	50	0	0	210	0	1	2	0	0	3	38	1	34	0	0	73	432
Hourly Total	153	475	3	4	0	635	4	608	162	1	0	775	19	7	2	0	0	28	130	1	120	0	0	251	1689
5:00 PM	42	141	2	0	0	185	0	160	28	0	0	188	3	0	2	0	0	5	25	0	25	0	0	50	428
5:15 PM	27	130	1	1	0	159	1	210	52	0	0	263	5	0	1	0	0	6	11	0	37	0	0	48	476
5:30 PM	42	95	1	4	0	142	0	172	40	0	0	212	2	0	1	0	0	3	29	0	43	0	0	72	429
5:45 PM	36	108	1	4	0	149	0	153	26	1	0	180	1	3	3	0	0	7	33	0	31	0	0	64	400
Hourly Total	147	474	5	9	0	635	1	695	146	1	0	843	11	3	7	0	0	21	98	0	136	0	0	234	1733
6:00 PM	35	122	2	1	0	160	1	124	20	0	0	145	1	0	1	0	0	2	30	2	18	0	0	50	357
6:15 PM	41	99	3	0	0	143	0	80	15	0	0	95	1	0	0	0	0	1	11	0	24	0	0	35	274
6:30 PM	33	72	0	0	0	105	0	84	13	0	0	97	2	1	0	0	0	3	15	1	23	0	0	39	244
6:45 PM	57	66	0	2	0	125	0	59	18	0	0	77	5	1	0	0	0	6	13	0	22	0	0	35	243
Hourly Total	166	359	5	3	0	533	1	347	66	0	0	414	9	2	1	0	0	12	69	3	87	0	0	159	1118
Grand Total	1216	5158	130	33	0	6537	16	5119	976	2	5	6113	157	41	31	0	0	229	1096	23	1151	2	0	2272	15151
Approach %	18.6	78.9	2.0	0.5	-	-	0.3	83.7	16.0	0.0	-	-	68.6	17.9	13.5	0.0	-	-	48.2	1.0	50.7	0.1	-	-	-
Total %	8.0	34.0	0.9	0.2	-	43.1	0.1	33.8	6.4	0.0	-	40.3	1.0	0.3	0.2	0.0	-	1.5	7.2	0.2	7.6	0.0	-	15.0	-
Lights	1144	4836	119	33	-	6132	14	4732	908	2	-	5656	145	39	27	0	-	211	1025	19	1080	2	-	2126	14125
% Lights	94.1	93.8	91.5	100.0	-	93.8	87.5	92.4	93.0	100.0	-	92.5	92.4	95.1	87.1	-	-	92.1	93.5	82.6	93.8	100.0	-	93.6	93.2
Buses	19	26	8	0	-	53	0	34	6	0	-	40	10	0	0	0	-	10	5	0	13	0	-	18	121
% Buses	1.6	0.5	6.2	0.0	-	0.8	0.0	0.7	0.6	0.0	-	0.7	6.4	0.0	0.0	-	-	4.4	0.5	0.0	1.1	0.0	-	0.8	0.8
Trucks	53	296	3	0	-	352	2	353	62	0	-	417	2	2	4	0	-	8	66	4	58	0	-	128	905
% Trucks	4.4	5.7	2.3	0.0	-	5.4	12.5	6.9	6.4	0.0	-	6.8	1.3	4.9	12.9	-	-	3.5	6.0	17.4	5.0	0.0	-	5.6	6.0
Bicycles on Crosswalk	-	-	-	-	0	-	-	-	-	-	1	-	-	-	-	-	0	-	-	-	-	-	0	-	-
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	20.0	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Pedestrians	-	-	-	-	0	-	-	-	-	-	4	-	-	-	-	-	0	-	-	-	-	-	0	-	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	80.0	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Turning Movement Data Plot

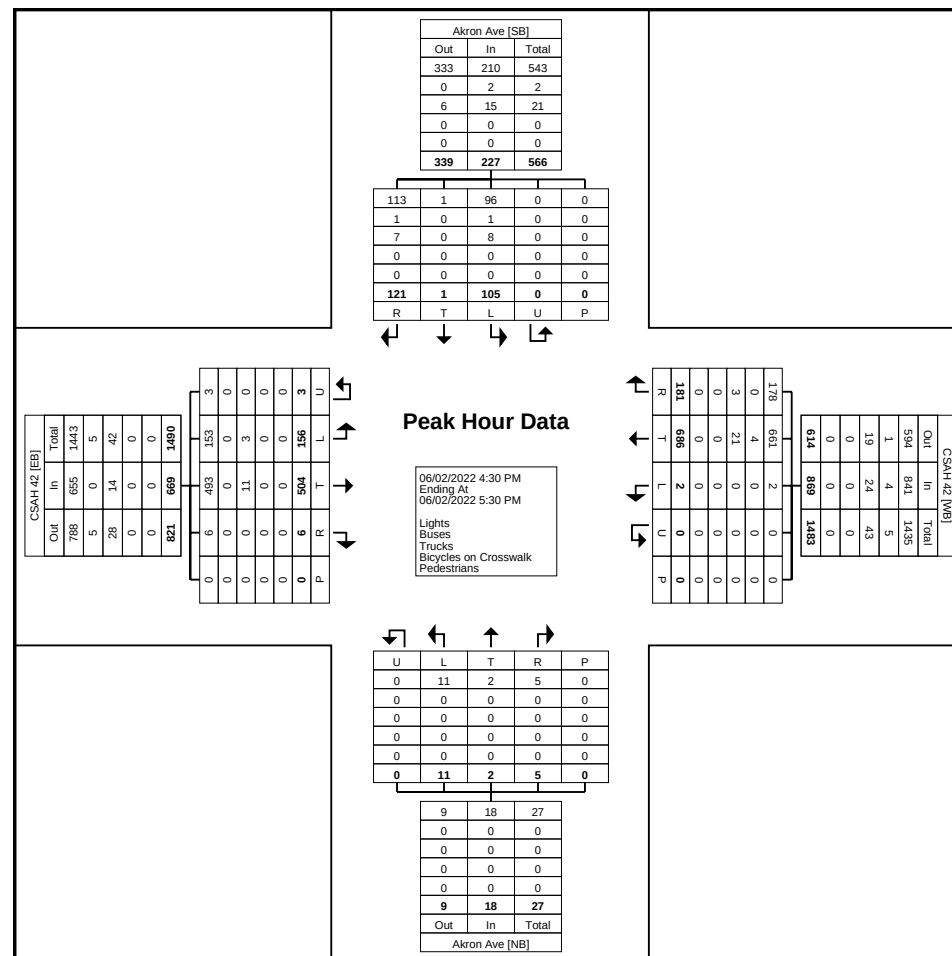
Turning Movement Peak Hour Data (7:00 AM)

Start Time	CSAH 42 Eastbound						CSAH 42 Westbound						Akron Ave Northbound						Akron Ave Southbound						Int. Total
	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	
7:00 AM	9	145	3	0	0	157	0	86	10	0	0	96	2	0	1	0	0	3	43	2	18	0	0	63	319
7:15 AM	11	154	7	0	0	172	0	109	18	0	0	127	1	0	0	0	0	1	32	1	32	0	0	65	365
7:30 AM	12	147	15	1	0	175	0	102	12	0	0	114	3	2	1	0	0	6	31	3	24	0	0	58	353
7:45 AM	21	152	6	0	0	179	0	110	15	0	0	125	6	0	0	0	0	6	24	1	27	0	0	52	362
Total	53	598	31	1	0	683	0	407	55	0	0	462	12	2	2	0	0	16	130	7	101	0	0	238	1399
Approach %	7.8	87.6	4.5	0.1	-	-	0.0	88.1	11.9	0.0	-	-	75.0	12.5	12.5	0.0	-	-	54.6	2.9	42.4	0.0	-	-	-
Total %	3.8	42.7	2.2	0.1	-	48.8	0.0	29.1	3.9	0.0	-	33.0	0.9	0.1	0.1	0.0	-	1.1	9.3	0.5	7.2	0.0	-	17.0	-
PHF	0.631	0.971	0.517	0.250	-	0.954	0.000	0.925	0.764	0.000	-	0.909	0.500	0.250	0.500	0.000	-	0.667	0.756	0.583	0.789	0.000	-	0.915	0.958
Lights	45	568	26	1	-	640	0	362	49	0	-	411	7	2	2	0	-	11	126	7	94	0	-	227	1289
% Lights	84.9	95.0	83.9	100.0	-	93.7	-	88.9	89.1	-	-	89.0	58.3	100.0	100.0	-	-	68.8	96.9	100.0	93.1	-	-	95.4	92.1
Buses	2	4	5	0	-	11	0	3	1	0	-	4	5	0	0	0	-	5	0	0	1	0	-	1	21
% Buses	3.8	0.7	16.1	0.0	-	1.6	-	0.7	1.8	-	-	0.9	41.7	0.0	0.0	-	-	31.3	0.0	0.0	1.0	-	-	0.4	1.5
Trucks	6	26	0	0	-	32	0	42	5	0	-	47	0	0	0	0	-	0	4	0	6	0	-	10	89
% Trucks	11.3	4.3	0.0	0.0	-	4.7	-	10.3	9.1	-	-	10.2	0.0	0.0	0.0	-	-	0.0	3.1	0.0	5.9	-	-	4.2	6.4
Bicycles on Crosswalk	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Pedestrians	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



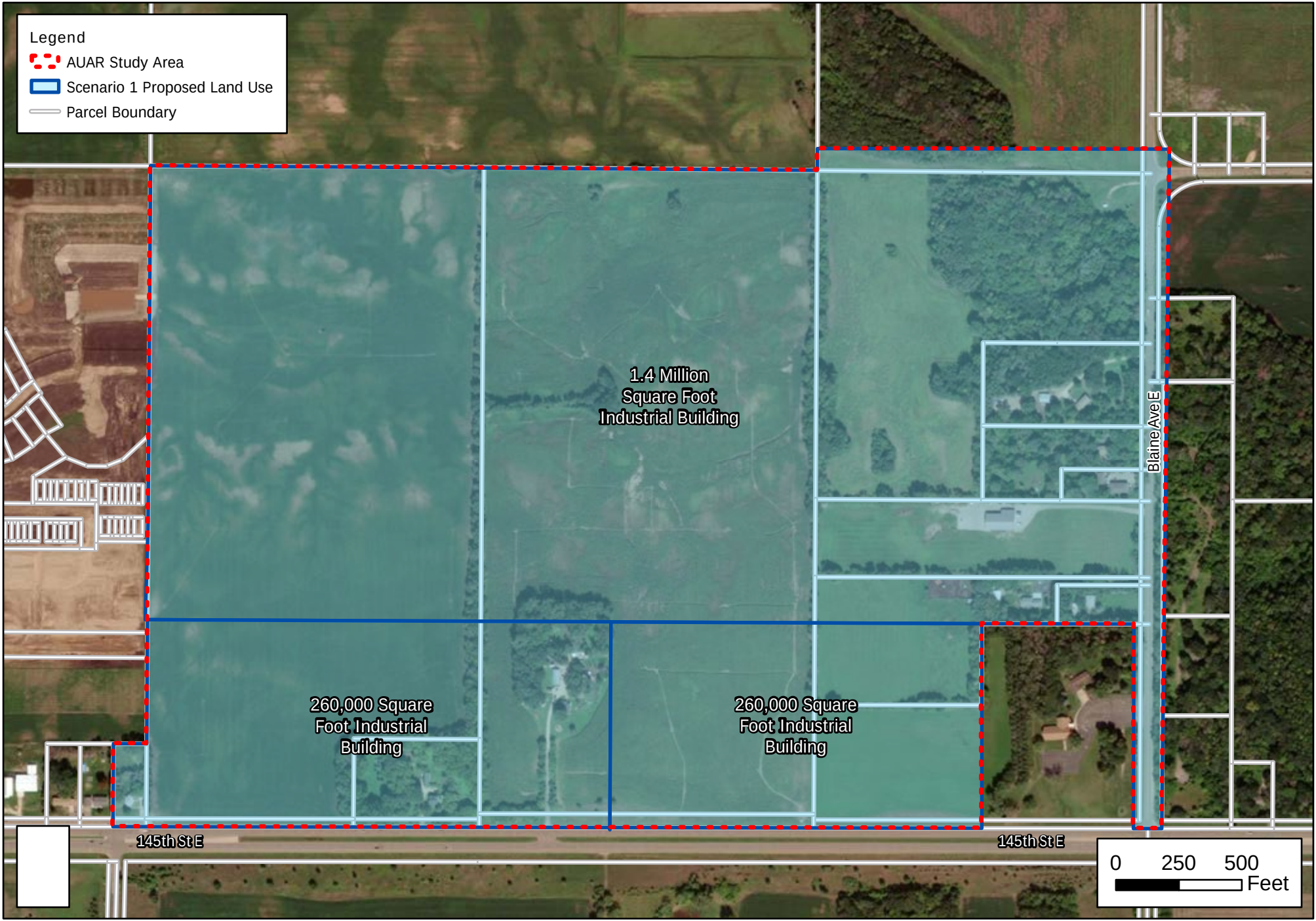
Turning Movement Peak Hour Data (4:30 PM)

Start Time	CSAH 42 Eastbound						CSAH 42 Westbound						Akron Ave Northbound						Akron Ave Southbound						Int. Total
	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	Left	Thru	Right	U-Turn	Peds	App. Total	
4:30 PM	50	127	1	1	0	179	1	156	51	0	0	208	3	1	0	0	0	4	31	0	25	0	0	56	447
4:45 PM	37	106	2	1	0	146	0	160	50	0	0	210	0	1	2	0	0	3	38	1	34	0	0	73	432
5:00 PM	42	141	2	0	0	185	0	160	28	0	0	188	3	0	2	0	0	5	25	0	25	0	0	50	428
5:15 PM	27	130	1	1	0	159	1	210	52	0	0	263	5	0	1	0	0	6	11	0	37	0	0	48	476
Total	156	504	6	3	0	669	2	686	181	0	0	869	11	2	5	0	0	18	105	1	121	0	0	227	1783
Approach %	23.3	75.3	0.9	0.4	-	-	0.2	78.9	20.8	0.0	-	-	61.1	11.1	27.8	0.0	-	-	46.3	0.4	53.3	0.0	-	-	-
Total %	8.7	28.3	0.3	0.2	-	37.5	0.1	38.5	10.2	0.0	-	48.7	0.6	0.1	0.3	0.0	-	1.0	5.9	0.1	6.8	0.0	-	12.7	-
PHF	0.780	0.894	0.750	0.750	-	0.904	0.500	0.817	0.870	0.000	-	0.826	0.550	0.500	0.625	0.000	-	0.750	0.691	0.250	0.818	0.000	-	0.777	0.936
Lights	153	493	6	3	-	655	2	661	178	0	-	841	11	2	5	0	-	18	96	1	113	0	-	210	1724
% Lights	98.1	97.8	100.0	100.0	-	97.9	100.0	96.4	98.3	-	-	96.8	100.0	100.0	100.0	-	-	100.0	91.4	100.0	93.4	-	-	92.5	96.7
Buses	0	0	0	0	-	0	0	4	0	0	-	4	0	0	0	0	-	0	1	0	1	0	-	2	6
% Buses	0.0	0.0	0.0	0.0	-	0.0	0.0	0.6	0.0	-	-	0.5	0.0	0.0	0.0	-	-	0.0	1.0	0.0	0.8	-	-	0.9	0.3
Trucks	3	11	0	0	-	14	0	21	3	0	-	24	0	0	0	0	-	0	8	0	7	0	-	15	53
% Trucks	1.9	2.2	0.0	0.0	-	2.1	0.0	3.1	1.7	-	-	2.8	0.0	0.0	0.0	-	-	0.0	7.6	0.0	5.8	-	-	6.6	3.0
Bicycles on Crosswalk	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-
% Bicycles on Crosswalk	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Pedestrians	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-	-	-	-	0	-	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-



Turning Movement Peak Hour Data Plot (4:30 PM)

Appendix C: SITE PLAN



Appendix E: SIM TRAFFIC REPORTS

1: TH 52 Northbound Ramps & CSAH 42 Performance by movement

Movement	EBL	EBT	WBT	WBR	NBL	NBR	All
Denied Del/Veh (s)	0.0	0.0	0.2	1.9	0.2	4.0	0.3
Total Del/Veh (s)	6.3	0.4	1.8	2.1	44.7	2.7	6.2

2: TH 52 Southbound Ramps & CSAH 42 Performance by movement

Movement	EBT	EBR	WBL	WBT	SBL	SBT	SBR	All
Denied Del/Veh (s)	0.0	0.1	0.0	0.0	0.7	0.8	3.7	0.9
Total Del/Veh (s)	3.8	2.6	5.8	1.1	12.2	13.8	4.6	3.6

3: CSAH 71 & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	0.0	0.0		0.1	0.1	0.1	0.2	0.1
Total Del/Veh (s)	5.4	2.6	4.4	6.3	1.7	1.9		11.1	2.1	12.4	13.2	4.0

3: CSAH 71 & CSAH 42 Performance by movement

Movement	All
Denied Del/Veh (s)	0.0
Total Del/Veh (s)	2.5

4: Audrey Avenue & CSAH 42 Performance by movement

Movement	EBT	EBR	WBL	WBT	NBL	NBR	All
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	0.2	0.1	0.0
Total Del/Veh (s)	3.4	2.7	4.9	2.1	9.1	3.9	2.9

5: CR 73 & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	1.9	0.2	1.8	0.0	0.0	0.0	3.7	0.1	3.4	3.5	0.7	3.4
Total Del/Veh (s)	15.5	4.8	1.9	10.8	8.5	3.7	16.6	20.6	2.1	13.3	15.8	3.6

5: CR 73 & CSAH 42 Performance by movement

Movement	All
Denied Del/Veh (s)	0.8
Total Del/Veh (s)	7.2

Total Network Performance

Movement	All
Denied Del/Veh (s)	1.5
Total Del/Veh (s)	17.4

Intersection: 1: TH 52 Northbound Ramps & CSAH 42

Movement	EB	EB	WB	WB	NB	NB
Directions Served	L	T	T	R	LT	R
Maximum Queue (ft)	167	5	4	51	126	53
Average Queue (ft)	69	0	0	4	53	12
95th Queue (ft)	126	3	3	26	107	38
Link Distance (ft)	531	531	2655		960	
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)				300		270
Storage Blk Time (%)						
Queuing Penalty (veh)						

Intersection: 2: TH 52 Southbound Ramps & CSAH 42

Movement	WB	SB	SB
Directions Served	L	LT	R
Maximum Queue (ft)	62	98	101
Average Queue (ft)	8	30	47
95th Queue (ft)	37	76	77
Link Distance (ft)	531	775	
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			360
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 3: CSAH 71 & CSAH 42

Movement	EB	EB	EB	WB	NB	SB
Directions Served	L	T	TR	L	LTR	LTR
Maximum Queue (ft)	64	10	4	14	31	72
Average Queue (ft)	17	0	0	1	3	26
95th Queue (ft)	47	7	3	9	17	59
Link Distance (ft)		4016	4016		2760	2365
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)	300			270		
Storage Blk Time (%)						
Queuing Penalty (veh)						

Intersection: 4: Audrey Avenue & CSAH 42

Movement	WB	NB
Directions Served	L	LTR
Maximum Queue (ft)	30	21
Average Queue (ft)	4	5
95th Queue (ft)	19	19
Link Distance (ft)	2040	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)	300	
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 5: CR 73 & CSAH 42

Movement	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB	SB
Directions Served	L	T	T	R	L	T	T	R	L	T	R	L
Maximum Queue (ft)	83	74	74	29	19	110	117	40	72	20	9	107
Average Queue (ft)	28	24	19	4	1	33	41	9	13	1	1	44
95th Queue (ft)	64	53	51	19	8	76	88	27	51	8	6	85
Link Distance (ft)	2631		2631			3787	3787			2239		
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	320			250	360			260	240			400
Storage Blk Time (%)												
Queuing Penalty (veh)												

Intersection: 5: CR 73 & CSAH 42

Movement	SB	SB
Directions Served	T	R
Maximum Queue (ft)	24	60
Average Queue (ft)	2	20
95th Queue (ft)	13	45
Link Distance (ft)	2010	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)	270	
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 0

1: TH 52 Northbound Ramps & CSAH 42 Performance by movement

Movement	EBL	EBT	WBT	WBR	NBL	NBT	NBR	All
Denied Del/Veh (s)	0.0	0.0	0.1	1.9	0.2	0.1	4.2	0.1
Total Del/Veh (s)	5.0	0.4	1.5	1.2	34.9	37.5	3.6	6.4

2: TH 52 Southbound Ramps & CSAH 42 Performance by movement

Movement	EBT	EBR	WBL	WBT	SBL	SBT	SBR	All
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	1.3	1.9	3.5	1.2
Total Del/Veh (s)	3.6	3.1	3.8	1.4	12.8	15.9	8.4	4.8

3: CSAH 71 & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	All
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	0.1	0.1	0.1	0.1	0.2	0.1	0.1	0.0
Total Del/Veh (s)	7.0	2.5	3.4	2.6	2.7	13.7	18.9	3.6	18.7	15.4	6.3	3.1

4: Audrey Avenue & CSAH 42 Performance by movement

Movement	EBT	EBR	WBL	WBT	NBL	NBR	All
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	0.1	0.1	0.0
Total Del/Veh (s)	3.0	3.4	2.9	2.9	16.9	2.7	3.0

5: CR 73 & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	2.0	0.2	1.9	0.0	0.0	0.0	3.3	0.2	3.3	3.5	0.5	3.4
Total Del/Veh (s)	21.0	4.2	1.1	35.5	14.6	7.9	20.2	32.4	2.8	22.4	24.5	6.6

5: CR 73 & CSAH 42 Performance by movement

Movement	All
Denied Del/Veh (s)	0.7
Total Del/Veh (s)	11.5

Total Network Performance

Movement	All
Denied Del/Veh (s)	1.6
Total Del/Veh (s)	23.0

Intersection: 1: TH 52 Northbound Ramps & CSAH 42

Movement	EB	WB	WB	NB	NB
Directions Served	L	T	R	LT	R
Maximum Queue (ft)	118	10	8	162	50
Average Queue (ft)	54	0	0	68	5
95th Queue (ft)	100	5	4	129	26
Link Distance (ft)	531	2655		960	
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)			300		270
Storage Blk Time (%)					
Queuing Penalty (veh)					

Intersection: 2: TH 52 Southbound Ramps & CSAH 42

Movement	WB	SB	SB
Directions Served	L	LT	R
Maximum Queue (ft)	29	70	194
Average Queue (ft)	5	21	76
95th Queue (ft)	22	61	132
Link Distance (ft)	531	775	
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			360
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 3: CSAH 71 & CSAH 42

Movement	EB	WB	WB	NB	SB
Directions Served	L	T	R	LTR	LTR
Maximum Queue (ft)	35	974	4	31	73
Average Queue (ft)	13	35	0	7	26
95th Queue (ft)	35	712	3	28	51
Link Distance (ft)		4822		2760	2365
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)	300		180		
Storage Blk Time (%)					
Queuing Penalty (veh)					

Intersection: 4: Audrey Avenue & CSAH 42

Movement	WB	NB
Directions Served	L	LTR
Maximum Queue (ft)	20	26
Average Queue (ft)	2	5
95th Queue (ft)	13	20
Link Distance (ft)	2040	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)	300	
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 5: CR 73 & CSAH 42

Movement	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB	SB
Directions Served	L	T	T	R	L	T	T	R	L	T	R	L
Maximum Queue (ft)	123	78	59	7	8	149	146	104	31	20	16	114
Average Queue (ft)	63	21	16	0	1	71	75	30	7	2	2	47
95th Queue (ft)	109	51	44	3	6	125	124	69	23	11	10	96
Link Distance (ft)	2631		2631			3787	3787			2239		
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	320		250		360		260		240		240	
Storage Blk Time (%)												
Queuing Penalty (veh)												

Intersection: 5: CR 73 & CSAH 42

Movement	SB	SB
Directions Served	T	R
Maximum Queue (ft)	8	95
Average Queue (ft)	1	30
95th Queue (ft)	6	66
Link Distance (ft)	2010	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)	270	
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 0

1: TH 52 Northbound Ramps & CSAH 42 Performance by movement

Movement	EBL	EBT	WBT	WBR	NBL	NBR	All
Denied Del/Veh (s)	0.0	0.0	0.2	2.0	0.3	4.0	0.4
Total Del/Veh (s)	9.1	1.0	2.3	2.9	289.3	16.9	20.3

2: TH 52 Southbound Ramps & CSAH 42 Performance by movement

Movement	EBT	EBR	WBL	WBT	SBL	SBT	SBR	All
Denied Del/Veh (s)	0.0	0.1	0.0	0.0	1.1	0.8	3.5	0.8
Total Del/Veh (s)	4.8	3.1	9.1	1.4	43.9	48.3	6.7	8.6

3: CSAH 71 & CSAH 42 Performance by movement

Movement	EBL	EBT	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	All
Denied Del/Veh (s)	0.1	0.0	0.0	0.0	0.0		0.1	0.1	0.1	0.2	0.1	0.0
Total Del/Veh (s)	6.7	2.9	2.8	2.0	2.0		16.4	5.9	17.6	18.9	5.6	3.0

4: Audrey Avenue & CSAH 42 Performance by movement

Movement	EBT	EBR	WBL	WBT	NBL	NBT	All
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	0.1	0.1	0.0
Total Del/Veh (s)	4.0	2.2	5.6	2.4	14.6	16.4	3.4

5: CR 73 & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	All
Denied Del/Veh (s)	1.9	0.2	2.0	0.0	0.0	3.5	0.2	2.9	3.3	0.8	3.2	0.8
Total Del/Veh (s)	18.1	5.9	1.9	10.4	4.4	16.5	28.2	3.8	15.4	14.2	4.5	8.8

Total Network Performance

Movement	EBL	EBT	EBR	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	All
Denied Del/Veh (s)				1.5								
Total Del/Veh (s)				30.0								

Intersection: 1: TH 52 Northbound Ramps & CSAH 42

Movement	EB	WB	WB	NB	NB
Directions Served	L	T	R	LT	R
Maximum Queue (ft)	202	19	64	428	201
Average Queue (ft)	93	1	8	198	43
95th Queue (ft)	170	10	35	439	161
Link Distance (ft)	531	2655		960	
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)			300		270
Storage Blk Time (%)				22	
Queuing Penalty (veh)				10	

Intersection: 2: TH 52 Southbound Ramps & CSAH 42

Movement	EB	WB	SB	SB
Directions Served	R	L	LT	R
Maximum Queue (ft)	2	91	382	120
Average Queue (ft)	0	17	149	52
95th Queue (ft)	1	61	309	91
Link Distance (ft)		531	775	
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)	300			360
Storage Blk Time (%)			2	
Queuing Penalty (veh)			5	

Intersection: 3: CSAH 71 & CSAH 42

Movement	EB	WB	WB	WB	NB	SB
Directions Served	L	L	T	R	LTR	LTR
Maximum Queue (ft)	81	10	4	4	31	95
Average Queue (ft)	24	0	0	0	3	29
95th Queue (ft)	61	5	3	3	17	67
Link Distance (ft)			4822		2760	2365
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)	300	270		180		
Storage Blk Time (%)						
Queuing Penalty (veh)						

Intersection: 4: Audrey Avenue & CSAH 42

Movement	WB	NB
Directions Served	L	LTR
Maximum Queue (ft)	38	26
Average Queue (ft)	3	4
95th Queue (ft)	20	18
Link Distance (ft)	2040	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)	300	
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 5: CR 73 & CSAH 42

Movement	EB	EB	EB	EB	WB	WB	WB	NB	NB	NB	SB	SB
Directions Served	L	T	T	R	T	T	R	L	T	R	L	T
Maximum Queue (ft)	96	74	81	32	113	125	68	82	21	16	134	29
Average Queue (ft)	32	35	28	4	44	48	13	16	3	2	58	5
95th Queue (ft)	71	67	62	19	91	95	40	52	15	10	107	19
Link Distance (ft)	2631		2631	3787		3787	2239				2010	
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	320			250		260		240		240		400
Storage Blk Time (%)												
Queuing Penalty (veh)												

Intersection: 5: CR 73 & CSAH 42

Movement	SB
Directions Served	R
Maximum Queue (ft)	66
Average Queue (ft)	24
95th Queue (ft)	50
Link Distance (ft)	
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	270
Storage Blk Time (%)	
Queuing Penalty (veh)	

Network Summary

Network wide Queuing Penalty: 15

1: TH 52 Northbound Ramps & CSAH 42 Performance by movement

Movement	EBL	EBT	WBT	WBR	NBL	NBT	NBR	All
Denied Del/Veh (s)	0.0	0.0	0.2	1.9	0.3	0.5	4.0	0.3
Total Del/Veh (s)	7.6	0.7	1.9	2.1	72.2	40.6	4.9	9.2

2: TH 52 Southbound Ramps & CSAH 42 Performance by movement

Movement	EBT	EBR	WBL	WBT	SBL	SBT	SBR	All
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	1.3	1.1	3.4	1.2
Total Del/Veh (s)	4.0	3.3	4.3	1.6	21.3	15.4	10.2	6.2

3: CSAH 71 & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	0.1	0.0	0.0	0.0	0.0	0.1	0.1	0.1	0.1	0.2	0.2	0.2
Total Del/Veh (s)	8.2	2.7	2.4	2.6	2.9	3.1	21.8	19.9	4.9	26.5	26.0	10.5

3: CSAH 71 & CSAH 42 Performance by movement

Movement	All
Denied Del/Veh (s)	0.0
Total Del/Veh (s)	3.7

4: Audrey Avenue & CSAH 42 Performance by movement

Movement	EBT	EBR	WBL	WBT	NBL	NBT	NBR	All
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	0.1	0.1	0.1	0.0
Total Del/Veh (s)	3.2	2.8	5.9	3.0	22.8	33.8	3.2	3.2

5: CR 73 & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	1.9	0.2	2.0	0.0	0.0	0.1	3.3	0.1	3.3	3.4	0.5	3.3
Total Del/Veh (s)	23.2	4.7	1.3	44.5	16.8	8.2	26.3	37.2	4.6	22.6	23.9	7.6

5: CR 73 & CSAH 42 Performance by movement

Movement	All
Denied Del/Veh (s)	0.8
Total Del/Veh (s)	12.9

Total Network Performance

Movement	All
Denied Del/Veh (s)	1.6
Total Del/Veh (s)	25.9

Intersection: 1: TH 52 Northbound Ramps & CSAH 42

Movement	EB	WB	WB	NB	NB
Directions Served	L	T	R	LT	R
Maximum Queue (ft)	178	4	42	222	66
Average Queue (ft)	70	0	3	84	18
95th Queue (ft)	136	1	21	190	52
Link Distance (ft)	531	2655		960	
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)			300		270
Storage Blk Time (%)				2	
Queuing Penalty (veh)				0	

Intersection: 2: TH 52 Southbound Ramps & CSAH 42

Movement	EB	WB	SB	SB
Directions Served	R	L	LT	R
Maximum Queue (ft)	4	39	159	224
Average Queue (ft)	0	12	68	88
95th Queue (ft)	2	34	128	169
Link Distance (ft)		531	775	
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)	300			360
Storage Blk Time (%)				0
Queuing Penalty (veh)				0

Intersection: 3: CSAH 71 & CSAH 42

Movement	EB	WB	NB	SB
Directions Served	L	L	LTR	LTR
Maximum Queue (ft)	43	14	40	133
Average Queue (ft)	13	1	10	38
95th Queue (ft)	37	6	34	90
Link Distance (ft)			2760	2365
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)	300	270		
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 4: Audrey Avenue & CSAH 42

Movement	WB	NB
Directions Served	L	LTR
Maximum Queue (ft)	25	30
Average Queue (ft)	2	5
95th Queue (ft)	13	20
Link Distance (ft)	2040	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)	300	
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 5: CR 73 & CSAH 42

Movement	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB	SB		
Directions Served	L	T	T	R	L	T	T	R	L	T	R	L		
Maximum Queue (ft)	147	82	74	13	13	172	181	79	54	22	29	145		
Average Queue (ft)	71	26	19	1	1	85	87	31	13	2	5	64		
95th Queue (ft)	124	61	51	5	8	148	148	62	38	11	18	116		
Link Distance (ft)	2631		2631			3787	3787			2239				
Upstream Blk Time (%)														
Queuing Penalty (veh)														
Storage Bay Dist (ft)	320				250	360				260	240		240	400
Storage Blk Time (%)														
Queuing Penalty (veh)														

Intersection: 5: CR 73 & CSAH 42

Movement	SB	SB
Directions Served	T	R
Maximum Queue (ft)	12	87
Average Queue (ft)	0	38
95th Queue (ft)	5	77
Link Distance (ft)	2010	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)	270	
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 0

1: TH 52 Northbound Ramps & CSAH 42 Performance by movement

Movement	EBL	EBT	WBT	WBR	NBL	NBR	All
Denied Del/Veh (s)	0.0	0.0	0.2	1.8	429.0	397.4	32.1
Total Del/Veh (s)	16.6	1.0	2.6	3.3	1513.1	683.5	77.7

2: TH 52 Southbound Ramps & CSAH 42 Performance by movement

Movement	EBT	EBR	WBL	WBT	SBL	SBT	SBR	All
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	4.9	1.9	7.7	2.0
Total Del/Veh (s)	5.9	3.8	10.8	1.5	156.4	215.3	19.6	23.0

3: CSAH 71 & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	0.1	0.0	0.0	0.0	0.0	0.0	0.1	0.1	0.1	0.1	0.1	0.1
Total Del/Veh (s)	7.1	3.3	3.9	5.5	2.6	2.7	26.5	12.7	5.8	31.0	23.8	14.8

3: CSAH 71 & CSAH 42 Performance by movement

Movement	All
Denied Del/Veh (s)	0.0
Total Del/Veh (s)	4.1

4: Audrey Avenue & CSAH 42 Performance by movement

Movement	EBT	EBR	WBL	WBT	NBL	NBT	NBR	All
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	0.1	0.1	0.1	0.0
Total Del/Veh (s)	4.8	4.5	6.4	2.6	19.4	13.4	8.8	4.1

5: CR 73 & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	1.8	0.2	1.7		0.0	0.0	3.2	0.5	3.2	3.1	1.4	3.1
Total Del/Veh (s)	27.5	11.0	2.7		16.2	5.2	27.7	38.5	7.0	37.3	23.2	11.0

5: CR 73 & CSAH 42 Performance by movement

Movement	All
Denied Del/Veh (s)	1.2
Total Del/Veh (s)	17.9

Total Network Performance

Movement	All
Denied Del/Veh (s)	18.6
Total Del/Veh (s)	71.2

Intersection: 1: TH 52 Northbound Ramps & CSAH 42

Movement	EB	EB	WB	WB	NB	NB
Directions Served	L	T	T	R	LT	R
Maximum Queue (ft)	372	56	2	63	1008	400
Average Queue (ft)	153	2	0	15	781	83
95th Queue (ft)	282	41	1	47	1219	339
Link Distance (ft)	531	531	2655		960	
Upstream Blk Time (%)					57	
Queuing Penalty (veh)					0	
Storage Bay Dist (ft)				300		270
Storage Blk Time (%)					91	
Queuing Penalty (veh)					44	

Intersection: 2: TH 52 Southbound Ramps & CSAH 42

Movement	EB	EB	EB	WB	SB	SB
Directions Served	T	T	R	L	LT	R
Maximum Queue (ft)	11	17	3	94	744	446
Average Queue (ft)	0	0	0	25	409	190
95th Queue (ft)	7	6	2	71	783	527
Link Distance (ft)	4822	4822		531	775	
Upstream Blk Time (%)					9	
Queuing Penalty (veh)					0	
Storage Bay Dist (ft)			300			360
Storage Blk Time (%)					37	
Queuing Penalty (veh)					126	

Intersection: 3: CSAH 71 & CSAH 42

Movement	EB	WB	WB	NB	SB
Directions Served	L	L	R	LTR	LTR
Maximum Queue (ft)	92	24	16	31	151
Average Queue (ft)	28	2	1	6	52
95th Queue (ft)	68	12	9	25	116
Link Distance (ft)				2760	2365
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)	300	270	180		
Storage Blk Time (%)					
Queuing Penalty (veh)					

Intersection: 4: Audrey Avenue & CSAH 42

Movement	WB	NB
Directions Served	L	LTR
Maximum Queue (ft)	42	30
Average Queue (ft)	4	4
95th Queue (ft)	23	19
Link Distance (ft)	2040	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)	300	
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 5: CR 73 & CSAH 42

Movement	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB	SB	
Directions Served	L	T	T	R	L	T	T	R	L	T	R	L	
Maximum Queue (ft)	99	163	167	36	4	169	176	57	232	41	30	367	
Average Queue (ft)	45	71	69	7	0	78	78	17	80	12	7	190	
95th Queue (ft)	87	131	134	24	3	140	142	42	165	34	22	338	
Link Distance (ft)	2631		2631			3787	3787			2239			
Upstream Blk Time (%)													
Queuing Penalty (veh)													
Storage Bay Dist (ft)	320			250	360			260	240			400	
Storage Blk Time (%)									0				0
Queuing Penalty (veh)									0				1

Intersection: 5: CR 73 & CSAH 42

Movement	SB	SB
Directions Served	T	R
Maximum Queue (ft)	38	170
Average Queue (ft)	10	73
95th Queue (ft)	29	138
Link Distance (ft)	2010	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)	270	
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 171

1: TH 52 Northbound Ramps & CSAH 42 Performance by movement

Movement	EBL	EBT	WBT	WBR	NBL	NBT	NBR	All
Denied Del/Veh (s)	0.0	0.0	0.2	1.9	29.3	17.4	21.2	3.1
Total Del/Veh (s)	10.2	0.7	2.4	2.2	500.8	729.7	157.3	51.2

2: TH 52 Southbound Ramps & CSAH 42 Performance by movement

Movement	EBT	EBR	WBL	WBT	SBL	SBT	SBR	All
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	1.5	0.1	3.4	1.1
Total Del/Veh (s)	4.7	3.9	6.4	1.9	31.9	13.2	14.9	8.2

3: CSAH 71 & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	0.0	0.2	0.2	0.1	0.1	0.2	0.1	0.2
Total Del/Veh (s)	11.3	3.3	5.3	7.8	3.5	4.3	34.2	53.5	12.6	55.4	45.4	30.9

3: CSAH 71 & CSAH 42 Performance by movement

Movement	All
Denied Del/Veh (s)	0.0
Total Del/Veh (s)	6.6

4: Audrey Avenue & CSAH 42 Performance by movement

Movement	EBT	EBR	WBL	WBT	NBL	NBT	NBR	All
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	0.1	0.1	0.1	0.0
Total Del/Veh (s)	4.5	6.2	5.5	3.2	20.5	28.3	6.4	3.9

5: CR 73 & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	1.8	0.2	1.6	0.0	0.0	0.1	3.2	0.4	3.3	3.1	1.7	3.1
Total Del/Veh (s)	39.3	11.9	2.2	49.8	29.0	11.2	42.9	56.0	6.2	43.5	37.4	18.2

5: CR 73 & CSAH 42 Performance by movement

Movement	All
Denied Del/Veh (s)	1.1
Total Del/Veh (s)	24.8

Total Network Performance

Movement	All
Denied Del/Veh (s)	2.9
Total Del/Veh (s)	54.6

Intersection: 1: TH 52 Northbound Ramps & CSAH 42

Movement	EB	WB	WB	NB	NB
Directions Served	L	T	R	LT	R
Maximum Queue (ft)	246	12	30	923	329
Average Queue (ft)	95	0	3	484	82
95th Queue (ft)	193	5	19	972	327
Link Distance (ft)	531	2655		960	
Upstream Blk Time (%)				11	
Queuing Penalty (veh)				0	
Storage Bay Dist (ft)			300		270
Storage Blk Time (%)				61	
Queuing Penalty (veh)				13	

Intersection: 2: TH 52 Southbound Ramps & CSAH 42

Movement	EB	WB	SB	SB
Directions Served	T	L	LT	R
Maximum Queue (ft)	10	43	275	297
Average Queue (ft)	0	12	85	127
95th Queue (ft)	7	35	214	278
Link Distance (ft)	4822	531	775	
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				360
Storage Blk Time (%)				2
Queuing Penalty (veh)				1

Intersection: 3: CSAH 71 & CSAH 42

Movement	EB	WB	WB	NB	SB
Directions Served	L	L	R	LTR	LTR
Maximum Queue (ft)	56	14	4	57	196
Average Queue (ft)	18	1	0	17	81
95th Queue (ft)	45	7	0	47	180
Link Distance (ft)				2760	2365
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)	300	270	180		
Storage Blk Time (%)					
Queuing Penalty (veh)					

Intersection: 4: Audrey Avenue & CSAH 42

Movement	WB	NB
Directions Served	L	LTR
Maximum Queue (ft)	30	21
Average Queue (ft)	2	4
95th Queue (ft)	14	16
Link Distance (ft)	2040	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)	300	
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 5: CR 73 & CSAH 42

Movement	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB	SB
Directions Served	L	T	T	R	L	T	T	R	L	T	R	L
Maximum Queue (ft)	214	185	190	11	24	278	293	103	170	54	51	402
Average Queue (ft)	113	78	74	1	1	168	170	42	67	13	14	194
95th Queue (ft)	186	151	151	5	11	264	266	82	133	39	35	340
Link Distance (ft)	2631		2631			3787	3787			2239		
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	320			250	360			260	240			400
Storage Blk Time (%)							1					1
Queuing Penalty (veh)							2					5

Intersection: 5: CR 73 & CSAH 42

Movement	SB	SB
Directions Served	T	R
Maximum Queue (ft)	15	209
Average Queue (ft)	1	117
95th Queue (ft)	7	196
Link Distance (ft)	2010	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)	270	
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 21

1: TH 52 Northbound Ramps & CSAH 42 Performance by movement

Movement	EBL	EBT	WBT	WBR	NBL	NBR	All
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	773.8	668.2	96.7
Total Del/Veh (s)	12.1	1.0	1.5	0.9	1328.8	815.1	94.3

2: TH 52 Southbound Ramps & CSAH 42 Performance by movement

Movement	EBT	EBR	WBL	WBT	SBL	SBT	SBR	All
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	2.3	1.6	4.1	1.5
Total Del/Veh (s)	1.5	0.1	9.6	1.8	88.4	58.6	15.6	13.3

3: CSAH 71 & CSAH 42 Performance by movement

Movement	EBL	EBT	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	All
Denied Del/Veh (s)	0.3	0.0	0.0	0.0	0.0	1.7	0.1	1.8	1.6	0.0	1.7	0.1
Total Del/Veh (s)	10.5	1.7	4.0	2.7	2.8	22.3	26.9	8.6	83.8	2.8	4.7	4.9

4: Audrey Avenue & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	SBL	SBT	SBR	All
Denied Del/Veh (s)	0.0	0.0	0.0	0.3	0.0	0.1	1.6	0.1	0.0	0.0	0.0	0.0
Total Del/Veh (s)	9.2	5.0	5.7	4.0	1.0	0.8	24.7	32.2	26.8	1.6	4.1	4.5

5: CR 73 & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	All
Denied Del/Veh (s)	2.0	0.2	1.7	0.0	0.0	3.4	0.1	3.4	3.3	0.6	3.3	0.8
Total Del/Veh (s)	18.6	6.5	2.4	8.7	3.1	18.5	30.4	3.4	16.0	14.7	4.2	8.2

6: CSAH 71 & Connemara Trail Performance by movement

Movement	EBR	WBR	NBL	NBT	NBR	SBL	SBT	SBR	All
Denied Del/Veh (s)	0.1	0.1	0.6	0.0	0.7	5.9	0.1	3.8	0.3
Total Del/Veh (s)	2.4	2.1	1.9	0.9	1.1	0.2	0.4	0.0	1.4

7: Bigfoot Access/Street A & CSAH 42 Performance by movement

Movement	EBL	EBT	WBT	WBR	SBR	All
Denied Del/Veh (s)	0.0	0.0	0.0	0.4	0.1	0.0
Total Del/Veh (s)	4.3	1.2	1.4	1.5	3.5	1.4

8: Audrey Avenue & Connemara Trail Performance by movement

Movement	EBT	EBR	WBL	WBT	NBL	NBT	NBR	All
Denied Del/Veh (s)		4.1	4.1	0.1	0.0	0.0	0.0	1.3
Total Del/Veh (s)		2.6	4.3	5.0	4.4	0.0	2.6	3.0

Total Network Performance

Denied Del/Veh (s)	49.4
Total Del/Veh (s)	65.5

Queuing and Blocking Report
AM Peak Hour

2027 Build (Plus RVGC)
AM Peak Hour

Intersection: 1: TH 52 Northbound Ramps & CSAH 42

Movement	EB	WB	WB	NB	NB
Directions Served	L	T	R	LT	R
Maximum Queue (ft)	338	2	67	1010	400
Average Queue (ft)	123	0	10	922	109
95th Queue (ft)	252	2	41	1156	397
Link Distance (ft)	530	1013		958	
Upstream Blk Time (%)				79	
Queuing Penalty (veh)				0	
Storage Bay Dist (ft)			300		270
Storage Blk Time (%)				100	
Queuing Penalty (veh)				47	

Intersection: 2: TH 52 Southbound Ramps & CSAH 42

Movement	EB	EB	EB	WB	WB	SB	SB
Directions Served	T	T	R	L	T	LT	R
Maximum Queue (ft)	3	10	9	77	4	578	351
Average Queue (ft)	0	0	1	16	0	240	147
95th Queue (ft)	2	5	8	57	3	531	353
Link Distance (ft)	462	462		530	530	775	
Upstream Blk Time (%)						1	
Queuing Penalty (veh)						0	
Storage Bay Dist (ft)			300				360
Storage Blk Time (%)						13	0
Queuing Penalty (veh)						77	1

Intersection: 3: CSAH 71 & CSAH 42

Movement	EB	WB	WB	WB	NB	NB	NB	SB	SB	SB
Directions Served	L	L	T	R	L	T	R	L	T	R
Maximum Queue (ft)	96	16	3	29	13	13	11	191	20	72
Average Queue (ft)	31	1	0	2	1	1	1	68	2	21
95th Queue (ft)	71	9	2	15	7	6	5	156	11	57
Link Distance (ft)			4290			2748			2550	
Upstream Blk Time (%)										
Queuing Penalty (veh)										
Storage Bay Dist (ft)	300	270		180	300		300	200		200
Storage Blk Time (%)								2		
Queuing Penalty (veh)								1		

Queuing and Blocking Report
AM Peak Hour

2027 Build (Plus RVGC)
AM Peak Hour

Intersection: 4: Audrey Avenue & CSAH 42

Movement	EB	EB	WB	NB	NB	SB	SB
Directions Served	L	T	L	L	T	L	R
Maximum Queue (ft)	45	4	33	29	9	108	21
Average Queue (ft)	14	0	2	4	1	39	6
95th Queue (ft)	35	3	15	20	8	82	21
Link Distance (ft)	3924			2042			
Upstream Blk Time (%)							
Queuing Penalty (veh)							
Storage Bay Dist (ft)	300		300	250		250	250
Storage Blk Time (%)							
Queuing Penalty (veh)							

Intersection: 5: CR 73 & CSAH 42

Movement	EB	EB	EB	EB	WB	WB	WB	NB	NB	NB	SB	SB
Directions Served	L	T	T	R	T	T	R	L	T	R	L	T
Maximum Queue (ft)	76	112	110	34	86	114	34	84	21	15	108	29
Average Queue (ft)	31	43	37	4	37	39	7	18	2	3	55	3
95th Queue (ft)	65	84	80	18	79	86	23	57	12	12	98	17
Link Distance (ft)	2631		2631		3924	3924			2239			2010
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	320			250			260	240		240	400	
Storage Blk Time (%)												
Queuing Penalty (veh)												

Intersection: 5: CR 73 & CSAH 42

Movement	SB
Directions Served	R
Maximum Queue (ft)	75
Average Queue (ft)	28
95th Queue (ft)	56
Link Distance (ft)	
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	270
Storage Blk Time (%)	
Queuing Penalty (veh)	

Queuing and Blocking Report
AM Peak Hour

2027 Build (Plus RVGC)
AM Peak Hour

Intersection: 6: CSAH 71 & Connemara Trail

Movement	EB	WB	NB
Directions Served	R	R	L
Maximum Queue (ft)	44	22	30
Average Queue (ft)	17	4	5
95th Queue (ft)	37	18	22
Link Distance (ft)	584	1045	
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			300
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 7: Bigfoot Access/Street A & CSAH 42

Movement	EB	WB	SB
Directions Served	L	R	R
Maximum Queue (ft)	44	13	27
Average Queue (ft)	16	0	6
95th Queue (ft)	40	6	22
Link Distance (ft)			304
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)	300	300	
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 8: Audrey Avenue & Connemara Trail

Movement	EB	EB	WB	WB	NB	NB
Directions Served	T	R	L	T	L	R
Maximum Queue (ft)	12	46	46	25	24	52
Average Queue (ft)	0	22	22	2	7	25
95th Queue (ft)	5	48	48	13	25	40
Link Distance (ft)	773			527	624	
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)		150	200			150
Storage Blk Time (%)						
Queuing Penalty (veh)						

Network Summary

Network wide Queuing Penalty: 125

1: TH 52 Northbound Ramps & CSAH 42 Performance by movement

Movement	EBL	EBT	WBT	WBR	NBL	NBT	NBR	All
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	160.1	287.8	174.3	17.8
Total Del/Veh (s)	10.6	2.0	1.7	0.6	797.5	778.6	425.9	79.2

2: TH 52 Southbound Ramps & CSAH 42 Performance by movement

Movement	EBT	EBR	WBL	WBT	SBL	SBT	SBR	All
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	1.7	1.3	3.4	1.2
Total Del/Veh (s)	1.3	0.6	6.6	2.6	29.6	35.2	16.3	7.7

3: CSAH 71 & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	0.0	0.0		0.0	0.0	0.1	0.1	0.1	0.1	81.5	0.0	119.9
Total Del/Veh (s)	18.1	3.2		7.2	4.5	3.4	43.5	180.6	7.2	1848.6	1395.0	1689.8

3: CSAH 71 & CSAH 42 Performance by movement

Movement	All
Denied Del/Veh (s)	7.7
Total Del/Veh (s)	184.3

4: Audrey Avenue & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	0.0	0.0	1.3	0.1	0.9	0.1	0.0	0.1
Total Del/Veh (s)	9.5	5.2	2.6	7.3	2.1	2.1	53.0	43.6	7.7	465.2	155.3	145.7

4: Audrey Avenue & CSAH 42 Performance by movement

Movement	All
Denied Del/Veh (s)	0.0
Total Del/Veh (s)	46.4

5: CR 73 & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	1.8	0.2	1.5	0.0	0.0	0.1	3.0	0.4	3.1	3.4	0.1	3.3
Total Del/Veh (s)	23.5	4.8	1.4	32.1	15.5	7.4	25.3	35.5	2.3	21.6	17.0	7.8

5: CR 73 & CSAH 42 Performance by movement

Movement	All
Denied Del/Veh (s)	0.7
Total Del/Veh (s)	12.2

6: CSAH 71 & Connemara Trail Performance by movement

Movement	EBR	WBR	NBL	NBT	NBR	SBL	SBT	SBR	All
Denied Del/Veh (s)	413.6	0.1	0.0	0.0	0.0	3.4	1.2	15.8	184.9
Total Del/Veh (s)	489.7	5.1	3.9	0.9	0.6	87.1	309.7	44.2	256.0

7: Bigfoot Access/Street A & CSAH 42 Performance by movement

Movement	EBL	EBT	WBT	WBR	SBR	All
Denied Del/Veh (s)	0.0	0.0	0.0	0.1	0.1	0.0
Total Del/Veh (s)	7.3	1.4	2.1	2.5	8.4	2.0

8: Audrey Avenue & Connemara Trail Performance by movement

Movement	EBT	EBR	WBL	WBT	NBL	NBT	NBR	All
Denied Del/Veh (s)	0.1	4.0	165.7	14.6	0.0	0.0	0.1	109.8
Total Del/Veh (s)	6.4	104.1	228.1	60.5	6.3	0.2	5.8	160.2

Total Network Performance

Movement	EBT	EBR	WBL	WBT	NBL	NBT	NBR	All
Denied Del/Veh (s)								49.1
Total Del/Veh (s)								236.1

Intersection: 1: TH 52 Northbound Ramps & CSAH 42

Movement	EB	WB	WB	NB	NB
Directions Served	L	T	R	LT	R
Maximum Queue (ft)	272	10	35	936	400
Average Queue (ft)	109	0	3	675	84
95th Queue (ft)	206	5	18	1203	345
Link Distance (ft)	530	1013		958	
Upstream Blk Time (%)				39	
Queuing Penalty (veh)				0	
Storage Bay Dist (ft)			300		270
Storage Blk Time (%)				81	
Queuing Penalty (veh)				16	

Intersection: 2: TH 52 Southbound Ramps & CSAH 42

Movement	EB	EB	EB	B21	WB	SB	SB
Directions Served	T	T	R	T	L	LT	R
Maximum Queue (ft)	5	11	6	11	43	195	348
Average Queue (ft)	0	0	0	0	13	80	142
95th Queue (ft)	4	6	3	8	37	161	279
Link Distance (ft)	462	462		4290	530	775	
Upstream Blk Time (%)							
Queuing Penalty (veh)							
Storage Bay Dist (ft)			300				360
Storage Blk Time (%)							1
Queuing Penalty (veh)							1

Intersection: 3: CSAH 71 & CSAH 42

Movement	EB	WB	WB	NB	NB	NB	SB	SB	SB
Directions Served	L	L	R	L	T	R	L	T	R
Maximum Queue (ft)	55	16	5	31	44	19	320	2563	83
Average Queue (ft)	16	1	0	2	9	2	318	2286	18
95th Queue (ft)	41	8	3	15	35	12	323	3028	58
Link Distance (ft)					2748			2550	
Upstream Blk Time (%)								54	
Queuing Penalty (veh)								164	
Storage Bay Dist (ft)	300	270	180	300		300	200		200
Storage Blk Time (%)							100		
Queuing Penalty (veh)							105		

Queuing and Blocking Report
PM Peak Hour

2027 Build (Plus RVGC)
PM Peak Hour

Intersection: 4: Audrey Avenue & CSAH 42

Movement	EB	EB	EB	WB	NB	NB	NB	SB	SB	SB	
Directions Served	L	T	T	L	L	T	R	L	T	R	
Maximum Queue (ft)	21	5	2	16	20	22	18	350	639	113	
Average Queue (ft)	5	0	0	2	2	1	1	329	501	20	
95th Queue (ft)	19	3	2	11	12	10	8	414	901	77	
Link Distance (ft)	3924		3924	2042				624			
Upstream Blk Time (%)									52		
Queuing Penalty (veh)									125		
Storage Bay Dist (ft)	300			300	250	250		250	250		
Storage Blk Time (%)								88			
Queuing Penalty (veh)								37			

Intersection: 5: CR 73 & CSAH 42

Movement	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB	SB
Directions Served	L	T	T	R	L	T	T	R	L	T	R	L
Maximum Queue (ft)	150	80	78	7	20	146	156	66	45	26	17	138
Average Queue (ft)	68	26	23	0	1	85	84	22	10	3	3	56
95th Queue (ft)	120	59	59	4	10	136	135	48	31	16	13	110
Link Distance (ft)	2631		2631	3924				3924	2239			
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	320	250			360	260			240	240		400
Storage Blk Time (%)												
Queuing Penalty (veh)												

Intersection: 5: CR 73 & CSAH 42

Movement	SB	SB
Directions Served	T	R
Maximum Queue (ft)	8	116
Average Queue (ft)	0	39
95th Queue (ft)	4	82
Link Distance (ft)	2010	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)	270	
Storage Blk Time (%)		
Queuing Penalty (veh)		

Queuing and Blocking Report
PM Peak Hour

2027 Build (Plus RVGC)
PM Peak Hour

Intersection: 6: CSAH 71 & Connemara Trail

Movement	EB	WB	NB	SB	SB
Directions Served	R	R	L	L	T
Maximum Queue (ft)	600	23	24	65	833
Average Queue (ft)	329	1	1	3	231
95th Queue (ft)	762	11	10	48	732
Link Distance (ft)	584	1045			1179
Upstream Blk Time (%)	46				1
Queuing Penalty (veh)	0				0
Storage Bay Dist (ft)			300	300	
Storage Blk Time (%)					29
Queuing Penalty (veh)					1

Intersection: 7: Bigfoot Access/Street A & CSAH 42

Movement	EB	SB
Directions Served	L	R
Maximum Queue (ft)	35	45
Average Queue (ft)	5	19
95th Queue (ft)	24	40
Link Distance (ft)		304
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)	300	
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 8: Audrey Avenue & Connemara Trail

Movement	EB	EB	WB	WB	NB	NB
Directions Served	T	R	L	T	L	R
Maximum Queue (ft)	105	116	300	525	24	32
Average Queue (ft)	12	52	182	209	10	15
95th Queue (ft)	88	124	373	627	29	33
Link Distance (ft)	773			527	624	
Upstream Blk Time (%)				31		
Queuing Penalty (veh)				0		
Storage Bay Dist (ft)		150	200			150
Storage Blk Time (%)	1	5	49			
Queuing Penalty (veh)	0	0	0			

Network Summary

Network wide Queuing Penalty: 451

1: TH 52 Northbound Ramps & CSAH 42 Performance by movement

Movement	EBL	EBT	WBT	WBR	NBL	NBR	All
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	1105.0	1102.6	151.9
Total Del/Veh (s)	11.7	1.0	1.6	0.7	1502.0	932.0	101.7

2: TH 52 Southbound Ramps & CSAH 42 Performance by movement

Movement	EBT	EBR	WBL	WBT	SBL	SBT	SBR	All
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	8.0	12.2	9.8	4.2
Total Del/Veh (s)	1.5	0.1	5.7	1.9	84.5	112.1	27.4	18.0

3: CSAH 71 & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBT	NBR	SBL	SBT	SBR	All
Denied Del/Veh (s)	0.4	0.0	0.0	0.0	0.0	0.0	0.1	2.2	1.6	0.0	1.6	0.1
Total Del/Veh (s)	12.3	1.8	1.3	6.2	2.8	2.8	53.4	6.4	296.0	11.6	69.7	12.8

4: Audrey Avenue & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	0.0	0.0	0.0	0.5	0.0	0.1	1.0	0.1	0.9	0.0	0.0	0.0
Total Del/Veh (s)	8.8	4.9	5.3	8.3	1.1	0.9	29.7	62.9	4.7	52.3	0.8	4.5

4: Audrey Avenue & CSAH 42 Performance by movement

Movement	All
Denied Del/Veh (s)	0.0
Total Del/Veh (s)	5.7

5: CR 73 & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	All
Denied Del/Veh (s)	1.8	0.2	1.7	0.0	0.0	3.4	0.1	3.4	3.4	0.7	3.4	0.8
Total Del/Veh (s)	19.6	6.2	2.1	8.4	3.5	15.9	22.2	4.0	15.7	14.2	4.4	7.9

6: CSAH 71 & Connemara Trail Performance by movement

Movement	EBR	WBR	NBL	NBT	NBR	SBL	SBT	SBR	All
Denied Del/Veh (s)	0.1	0.1	0.5	0.0	0.7	4.3	0.2	3.5	0.3
Total Del/Veh (s)	2.2	2.3	1.8	1.0	0.8	0.7	0.4	0.0	1.4

7: Bigfoot Access/Street A & CSAH 42 Performance by movement

Movement	EBL	EBT	WBT	WBR	SBR	All
Denied Del/Veh (s)	0.1	0.0	0.0	0.5	0.2	0.0
Total Del/Veh (s)	4.0	1.3	1.5	1.7	4.3	1.5

8: Audrey Avenue & Connemara Trail Performance by movement

Movement	EBT	EBR	WBL	WBT	NBL	NBT	NBR	All
Denied Del/Veh (s)		4.2	4.2	0.1	0.0	0.0	0.0	1.4
Total Del/Veh (s)		2.6	4.3	3.4	4.2	0.6	2.6	3.0

Total Network Performance

Denied Del/Veh (s)	75.1
Total Del/Veh (s)	74.5

Queuing and Blocking Report
AM Peak Hour

2027 Build (Plus RVGC and other industrial)

AM Peak Hour

Intersection: 1: TH 52 Northbound Ramps & CSAH 42

Movement	EB	WB	WB	NB	NB
Directions Served	L	T	R	LT	R
Maximum Queue (ft)	304	3	61	1001	400
Average Queue (ft)	114	0	7	944	104
95th Queue (ft)	212	2	34	1104	391
Link Distance (ft)	530	1013		958	
Upstream Blk Time (%)				89	
Queuing Penalty (veh)				0	
Storage Bay Dist (ft)			300		270
Storage Blk Time (%)				100	
Queuing Penalty (veh)				47	

Intersection: 2: TH 52 Southbound Ramps & CSAH 42

Movement	EB	EB	EB	WB	SB	SB
Directions Served	T	T	R	L	LT	R
Maximum Queue (ft)	3	3	3	80	618	448
Average Queue (ft)	0	0	0	12	271	234
95th Queue (ft)	2	2	2	49	691	485
Link Distance (ft)	462	462		530	775	
Upstream Blk Time (%)					7	
Queuing Penalty (veh)					0	
Storage Bay Dist (ft)			300			360
Storage Blk Time (%)					15	7
Queuing Penalty (veh)					107	12

Intersection: 3: CSAH 71 & CSAH 42

Movement	EB	EB	EB	WB	WB	NB	NB	SB	SB	SB
Directions Served	L	T	R	L	R	T	R	L	T	R
Maximum Queue (ft)	84	2	6	48	15	9	14	278	334	96
Average Queue (ft)	34	0	0	20	1	1	2	134	120	22
95th Queue (ft)	73	2	3	43	7	5	9	305	566	64
Link Distance (ft)		2074				2748			2550	
Upstream Blk Time (%)										
Queuing Penalty (veh)										
Storage Bay Dist (ft)	300		300	270	180		300	200		200
Storage Blk Time (%)								24		
Queuing Penalty (veh)								8		

Queuing and Blocking Report
AM Peak Hour

2027 Build (Plus RVGC and other industrial)
AM Peak Hour

Intersection: 4: Audrey Avenue & CSAH 42

Movement	EB	EB	WB	WB	NB	NB	NB	SB	SB
Directions Served	L	T	L	R	L	T	R	L	R
Maximum Queue (ft)	50	8	76	11	30	18	18	148	21
Average Queue (ft)	13	0	26	0	5	1	1	54	5
95th Queue (ft)	36	3	63	4	22	8	8	115	19
Link Distance (ft)	3924				2042				
Upstream Blk Time (%)									
Queuing Penalty (veh)									
Storage Bay Dist (ft)	300		300	300	250		250	250	250
Storage Blk Time (%)									
Queuing Penalty (veh)									

Intersection: 5: CR 73 & CSAH 42

Movement	EB	EB	EB	EB	WB	WB	WB	NB	NB	NB	SB	SB
Directions Served	L	T	T	R	T	T	R	L	T	R	L	T
Maximum Queue (ft)	83	94	96	32	95	87	43	69	30	15	123	26
Average Queue (ft)	32	39	33	4	39	38	9	15	3	1	55	2
95th Queue (ft)	68	79	74	19	82	77	29	49	17	8	102	13
Link Distance (ft)	2631		2631		3924	3924			2239			2010
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	320			250			260	240		240	400	
Storage Blk Time (%)												
Queuing Penalty (veh)												

Intersection: 5: CR 73 & CSAH 42

Movement	SB
Directions Served	R
Maximum Queue (ft)	89
Average Queue (ft)	30
95th Queue (ft)	63
Link Distance (ft)	
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	270
Storage Blk Time (%)	
Queuing Penalty (veh)	

Queuing and Blocking Report
AM Peak Hour

2027 Build (Plus RVGC and other industrial)
AM Peak Hour

Intersection: 6: CSAH 71 & Connemara Trail

Movement	EB	WB	NB	SB
Directions Served	R	R	L	L
Maximum Queue (ft)	37	22	29	10
Average Queue (ft)	17	4	5	0
95th Queue (ft)	35	18	23	5
Link Distance (ft)	584	1045		
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)			300	300
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 7: Bigfoot Access/Street A & CSAH 42

Movement	EB	WB	SB
Directions Served	L	R	R
Maximum Queue (ft)	46	17	27
Average Queue (ft)	17	1	4
95th Queue (ft)	40	7	18
Link Distance (ft)			304
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)	300	300	
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 8: Audrey Avenue & Connemara Trail

Movement	EB	EB	WB	WB	NB	NB
Directions Served	T	R	L	T	L	R
Maximum Queue (ft)	13	57	44	19	24	48
Average Queue (ft)	0	24	23	1	8	24
95th Queue (ft)	7	49	47	8	27	37
Link Distance (ft)	773			527	624	
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)		150	200			150
Storage Blk Time (%)						
Queuing Penalty (veh)						

Network Summary

Network wide Queuing Penalty: 174

1: TH 52 Northbound Ramps & CSAH 42 Performance by movement

Movement	EBL	EBT	WBT	WBR	NBL	NBT	NBR	All
Denied Del/Veh (s)	0.1	0.0	0.0	0.0	889.7	720.6	957.9	84.8
Total Del/Veh (s)	17.1	2.0	1.9	0.7	2034.4	1725.2	1319.5	106.0

2: TH 52 Southbound Ramps & CSAH 42 Performance by movement

Movement	EBT	EBR	WBL	WBT	SBL	SBT	SBR	All
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	1.7	1.0	3.5	1.1
Total Del/Veh (s)	1.8	0.7	7.9	2.6	51.4	52.8	14.3	7.6

3: CSAH 71 & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	0.0	0.1	0.2	0.2	0.2	63.4	0.0	103.8
Total Del/Veh (s)	16.4	3.7	1.5	5.3	4.5	3.0	272.4	173.5	18.2	2031.1	1385.5	1720.1

3: CSAH 71 & CSAH 42 Performance by movement

Movement	All
Denied Del/Veh (s)	5.4
Total Del/Veh (s)	167.3

4: Audrey Avenue & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.8	0.2	1.0	0.1	0.0	0.1
Total Del/Veh (s)	10.0	5.5	3.4	8.6	2.1	2.0	44.8	65.4	12.7	571.5	231.0	231.5

4: Audrey Avenue & CSAH 42 Performance by movement

Movement	All
Denied Del/Veh (s)	0.1
Total Del/Veh (s)	50.8

5: CR 73 & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	1.8	0.2	1.4	0.0	0.0	0.1	3.3	0.1	3.5	3.2	0.5	3.4
Total Del/Veh (s)	23.6	4.9	2.1	56.0	15.0	7.6	25.9	28.3	3.7	23.1	15.4	7.9

5: CR 73 & CSAH 42 Performance by movement

Movement	All
Denied Del/Veh (s)	0.7
Total Del/Veh (s)	12.2

6: CSAH 71 & Connemara Trail Performance by movement

Movement	EBR	WBR	NBL	NBT	NBR	SBL	SBT	SBR	All
Denied Del/Veh (s)	376.0	0.1	0.0	0.0	0.0	3.0	14.4	3.9	178.6
Total Del/Veh (s)	511.7	5.5	4.0	0.9	0.5	167.9	430.8	135.9	303.6

7: Bigfoot Access/Street A & CSAH 42 Performance by movement

Movement	EBL	EBT	WBT	WBR	SBR	All
Denied Del/Veh (s)	0.1	0.0	0.0	0.0	0.1	0.0
Total Del/Veh (s)	8.3	1.4	2.0	2.0	9.0	1.9

8: Audrey Avenue & Connemara Trail Performance by movement

Movement	EBT	EBR	WBL	WBT	NBL	NBT	NBR	All
Denied Del/Veh (s)		4.0	266.6	281.5	0.0	0.0	0.1	175.7
Total Del/Veh (s)		237.1	394.8	321.1	6.2	0.3	6.0	274.8

Total Network Performance

Movement	EBT	EBR	WBL	WBT	NBL	NBT	NBR	All
Denied Del/Veh (s)				78.0				
Total Del/Veh (s)				246.1				

Queuing and Blocking Report
PM Peak Hour

2027 Build (Plus RVGC and other industrial)
PM Peak Hour

Intersection: 1: TH 52 Northbound Ramps & CSAH 42

Movement	EB	WB	WB	NB	NB
Directions Served	L	T	R	LT	R
Maximum Queue (ft)	386	2	58	995	400
Average Queue (ft)	177	0	7	915	40
95th Queue (ft)	341	2	32	1127	238
Link Distance (ft)	530	1013		958	
Upstream Blk Time (%)	0			76	
Queuing Penalty (veh)	0			0	
Storage Bay Dist (ft)			300		270
Storage Blk Time (%)				100	
Queuing Penalty (veh)				20	

Intersection: 2: TH 52 Southbound Ramps & CSAH 42

Movement	EB	EB	EB	WB	SB	SB
Directions Served	T	T	R	L	LT	R
Maximum Queue (ft)	30	9	6	46	336	345
Average Queue (ft)	1	0	0	10	102	127
95th Queue (ft)	22	5	3	32	251	247
Link Distance (ft)	462	462		530	775	
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)			300			360
Storage Blk Time (%)					1	0
Queuing Penalty (veh)					9	0

Intersection: 3: CSAH 71 & CSAH 42

Movement	EB	EB	WB	WB	WB	NB	NB	NB	SB	SB	SB
Directions Served	L	T	L	T	R	L	T	R	L	T	R
Maximum Queue (ft)	59	2	8	3	2	213	88	127	320	2563	109
Average Queue (ft)	17	0	0	0	0	83	13	48	316	2190	15
95th Queue (ft)	41	3	4	2	2	226	74	99	331	3202	61
Link Distance (ft)		2074		4290			2748			2550	
Upstream Blk Time (%)										57	
Queuing Penalty (veh)										175	
Storage Bay Dist (ft)	300		270		180	300		300	200		200
Storage Blk Time (%)						6	0		100		
Queuing Penalty (veh)						8	0		105		

Queuing and Blocking Report
PM Peak Hour

2027 Build (Plus RVGC and other industrial)
PM Peak Hour

Intersection: 4: Audrey Avenue & CSAH 42

Movement	EB	EB	WB	NB	NB	NB	SB	SB	SB
Directions Served	L	T	L	L	T	R	L	T	R
Maximum Queue (ft)	27	5	20	91	18	106	350	640	119
Average Queue (ft)	7	0	1	38	2	40	348	603	17
95th Queue (ft)	23	3	10	75	10	78	360	786	71
Link Distance (ft)	3924				2042				624
Upstream Blk Time (%)								69	
Queuing Penalty (veh)								166	
Storage Bay Dist (ft)	300	300		250	250		250	250	
Storage Blk Time (%)							100		
Queuing Penalty (veh)							42		

Intersection: 5: CR 73 & CSAH 42

Movement	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB	SB
Directions Served	L	T	T	R	L	T	T	R	L	T	R	L
Maximum Queue (ft)	147	72	88	9	12	187	173	60	52	21	16	144
Average Queue (ft)	70	26	25	1	1	81	88	24	13	3	3	58
95th Queue (ft)	122	56	63	5	8	146	148	50	37	13	13	117
Link Distance (ft)	2631		2631			3924	3924			2239		
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	320			250	360			260	240			400
Storage Blk Time (%)												
Queuing Penalty (veh)												

Intersection: 5: CR 73 & CSAH 42

Movement	SB	SB
Directions Served	T	R
Maximum Queue (ft)	7	95
Average Queue (ft)	0	41
95th Queue (ft)	4	78
Link Distance (ft)	2010	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)	270	
Storage Blk Time (%)		
Queuing Penalty (veh)		

Queuing and Blocking Report
PM Peak Hour

2027 Build (Plus RVGC and other industrial)
PM Peak Hour

Intersection: 6: CSAH 71 & Connemara Trail

Movement	EB	WB	NB	SB	SB	SB
Directions Served	R	R	L	L	T	R
Maximum Queue (ft)	598	18	35	6	806	65
Average Queue (ft)	349	2	3	0	291	2
95th Queue (ft)	783	12	17	4	898	47
Link Distance (ft)	584	1045			1179	
Upstream Blk Time (%)	48				6	
Queuing Penalty (veh)	0				0	
Storage Bay Dist (ft)			300	300		300
Storage Blk Time (%)					32	
Queuing Penalty (veh)					2	

Intersection: 7: Bigfoot Access/Street A & CSAH 42

Movement	EB	SB
Directions Served	L	R
Maximum Queue (ft)	35	55
Average Queue (ft)	7	19
95th Queue (ft)	28	42
Link Distance (ft)		304
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)	300	
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 8: Audrey Avenue & Connemara Trail

Movement	EB	EB	WB	WB	NB	NB
Directions Served	T	R	L	T	L	R
Maximum Queue (ft)	187	119	300	568	24	41
Average Queue (ft)	49	55	242	356	9	17
95th Queue (ft)	276	114	400	765	28	34
Link Distance (ft)	773			527	624	
Upstream Blk Time (%)				58		
Queuing Penalty (veh)				0		
Storage Bay Dist (ft)		150	200			150
Storage Blk Time (%)	11	0	73			
Queuing Penalty (veh)	5	0	1			

Network Summary

Network wide Queuing Penalty: 533

1: TH 52 Northbound Ramps & CSAH 42 Performance by movement

Movement	EBL	EBT	WBT	WBR	NBL	NBR	All
Denied Del/Veh (s)	0.2	0.1	0.0	0.0	0.3	3.8	0.2
Total Del/Veh (s)	19.6	3.7	45.9	15.9	58.4	5.9	22.0

2: TH 52 Southbound Ramps & CSAH 42 Performance by movement

Movement	EBT	EBR	WBL	WBT	SBL	SBT	SBR	All
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	1.9	2.7	3.5	1.2
Total Del/Veh (s)	12.1	6.8	79.7	15.0	40.9	69.6	7.4	14.0

3: CSAH 71 & CSAH 42 Performance by movement

Movement	EBL	EBT	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	All
Denied Del/Veh (s)	0.3	0.0	0.0	0.0	0.0		0.1	0.1	1.5	0.0	1.2	0.1
Total Del/Veh (s)	56.2	4.7	63.1	16.7	13.1		48.3	3.0	45.3	4.9	5.5	14.1

4: Audrey Avenue & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	SBL	SBT	SBR	All
Denied Del/Veh (s)	0.0	0.0	0.0	0.1	0.0	0.0	1.4	0.2	0.0	0.0	0.0	0.0
Total Del/Veh (s)	47.9	7.0	3.7	56.1	5.3	2.6	34.0	34.8	41.4	1.0	3.6	9.0

5: CR 73 & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	All
Denied Del/Veh (s)	1.8	0.2	1.7	0.0	0.0	3.4	0.1	3.7	3.4	0.7	3.4	0.8
Total Del/Veh (s)	64.0	4.9	2.0	10.5	6.2	49.5	62.0	4.5	50.0	58.7	5.8	13.0

6: CSAH 71 & Connemara Trail Performance by movement

Movement	EBR	WBR	NBL	NBT	NBR	SBL	SBT	SBR	All
Denied Del/Veh (s)	0.1	0.1	0.6	0.0	0.4	5.0	0.1	4.0	0.3
Total Del/Veh (s)	2.2	2.0	2.5	1.5	1.4	0.7	0.4	0.0	1.9

7: Bigfoot Access/Street A & CSAH 42 Performance by movement

Movement	EBL	EBT	WBT	WBR	SBR	All
Denied Del/Veh (s)	0.1	0.0	0.0	0.4	0.1	0.0
Total Del/Veh (s)	7.1	2.7	4.3	5.3	4.2	3.7

8: Audrey Avenue & Connemara Trail Performance by movement

Movement	EBT	EBR	WBL	WBT	NBL	NBT	NBR	All
Denied Del/Veh (s)	0.2	4.2	4.1	0.1	0.0	0.0	0.0	1.3
Total Del/Veh (s)	3.4	2.7	4.3	5.8	4.4	0.1	3.1	3.3

Total Network Performance

Denied Del/Veh (s)	1.6
Total Del/Veh (s)	44.6

Intersection: 1: TH 52 Northbound Ramps & CSAH 42

Movement	EB	EB	EB	WB	WB	WB	NB	NB
Directions Served	L	T	T	T	T	R	LT	R
Maximum Queue (ft)	413	84	86	172	146	225	279	76
Average Queue (ft)	185	27	17	86	69	88	132	26
95th Queue (ft)	349	65	59	146	131	176	231	58
Link Distance (ft)	530	530	530	1013	1013		958	
Upstream Blk Time (%)	0							
Queuing Penalty (veh)	0							
Storage Bay Dist (ft)						300		270
Storage Blk Time (%)						0	1	
Queuing Penalty (veh)						0	0	

Intersection: 2: TH 52 Southbound Ramps & CSAH 42

Movement	EB	EB	EB	WB	WB	WB	SB	SB
Directions Served	T	T	R	L	T	T	LT	R
Maximum Queue (ft)	223	225	61	124	217	193	448	283
Average Queue (ft)	69	56	14	38	84	74	165	87
95th Queue (ft)	159	149	43	104	180	162	331	207
Link Distance (ft)	4819	4819		530	530	530	775	
Upstream Blk Time (%)							0	
Queuing Penalty (veh)							0	
Storage Bay Dist (ft)			300					360
Storage Blk Time (%)		0					1	
Queuing Penalty (veh)		0					7	

Queuing and Blocking Report
AM Peak Hour

2027 Build Mitigation (Plus RVGC)
AM Peak Hour

Intersection: 3: CSAH 71 & CSAH 42

Movement	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB	SB	SB
Directions Served	L	T	T	L	T	T	R	L	T	R	L	T
Maximum Queue (ft)	159	123	123	26	173	228	63	2	9	5	191	16
Average Queue (ft)	72	25	32	2	64	91	22	0	1	0	57	2
95th Queue (ft)	133	79	85	14	141	173	53	2	6	3	139	10
Link Distance (ft)		2074	2074		4819	4819			2748			2550
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	300			270			180	300		300	200	
Storage Blk Time (%)						0					1	
Queuing Penalty (veh)						1					0	

Intersection: 3: CSAH 71 & CSAH 42

Movement	SB
Directions Served	R
Maximum Queue (ft)	60
Average Queue (ft)	13
95th Queue (ft)	38
Link Distance (ft)	
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	200
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 4: Audrey Avenue & CSAH 42

Movement	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	SB	SB
Directions Served	L	T	T	R	L	T	T	R	L	T	L	R
Maximum Queue (ft)	102	122	121	6	36	122	125	43	30	26	117	21
Average Queue (ft)	36	37	41	0	8	34	35	12	5	2	54	4
95th Queue (ft)	79	94	97	4	26	88	91	33	22	13	103	17
Link Distance (ft)		3924	3924			1697	1697			2042		
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	300			380	300			300	250		250	250
Storage Blk Time (%)												
Queuing Penalty (veh)												

Queuing and Blocking Report
AM Peak Hour

2027 Build Mitigation (Plus RVGC)
AM Peak Hour

Intersection: 5: CR 73 & CSAH 42

Movement	EB	EB	EB	EB	WB	WB	WB	NB	NB	NB	SB	SB
Directions Served	L	T	T	R	T	T	R	L	T	R	L	T
Maximum Queue (ft)	152	112	117	16	154	153	39	105	20	16	199	34
Average Queue (ft)	56	39	38	2	44	50	5	29	2	3	101	5
95th Queue (ft)	123	92	91	12	117	119	21	81	11	12	175	21
Link Distance (ft)		2631	2631		3924	3924			2239			2010
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	320			250			260	240		240	400	
Storage Blk Time (%)												
Queuing Penalty (veh)												

Intersection: 5: CR 73 & CSAH 42

Movement	SB
Directions Served	R
Maximum Queue (ft)	80
Average Queue (ft)	31
95th Queue (ft)	60
Link Distance (ft)	
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	270
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 6: CSAH 71 & Connemara Trail

Movement	EB	WB	NB	SB
Directions Served	R	R	L	L
Maximum Queue (ft)	42	22	53	5
Average Queue (ft)	16	3	6	0
95th Queue (ft)	35	16	28	3
Link Distance (ft)	584	1045		
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)			300	300
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 7: Bigfoot Access/Street A & CSAH 42

Movement	EB	WB	SB
Directions Served	L	R	R
Maximum Queue (ft)	61	17	23
Average Queue (ft)	15	1	5
95th Queue (ft)	44	7	20
Link Distance (ft)			304
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)	300	300	
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 8: Audrey Avenue & Connemara Trail

Movement	EB	EB	WB	WB	NB	NB
Directions Served	T	R	L	T	L	R
Maximum Queue (ft)	18	42	48	24	29	57
Average Queue (ft)	1	23	23	1	8	28
95th Queue (ft)	8	46	47	9	27	47
Link Distance (ft)	773			527	624	
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)		150	200		150	
Storage Blk Time (%)						
Queuing Penalty (veh)						

Network Summary

Network wide Queuing Penalty: 9

1: TH 52 Northbound Ramps & CSAH 42 Performance by movement

Movement	EBL	EBT	WBT	WBR	NBL	NBT	NBR	All
Denied Del/Veh (s)	0.6	0.1	0.0	0.0	0.3	0.1	3.9	0.4
Total Del/Veh (s)	43.3	5.0	24.6	14.7	59.6	82.5	7.1	30.1

2: TH 52 Southbound Ramps & CSAH 42 Performance by movement

Movement	EBT	EBR	WBL	WBT	SBL	SBT	SBR	All
Denied Del/Veh (s)	0.0	0.1	0.0	0.0	1.7	2.4	3.4	1.1
Total Del/Veh (s)	14.7	7.2	78.4	5.1	53.7	122.4	7.0	12.3

3: CSAH 71 & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	0.1	0.0	0.0	0.0	0.0	0.1	0.9	0.1	0.9	0.1	0.0	0.1
Total Del/Veh (s)	60.8	6.1	2.9	84.6	13.4	9.7	52.4	71.9	5.6	48.0	12.9	14.9

3: CSAH 71 & CSAH 42 Performance by movement

Movement	All
Denied Del/Veh (s)	0.0
Total Del/Veh (s)	14.6

4: Audrey Avenue & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	0.0	0.0	0.0	0.3	0.0	0.0	3.2	0.1	4.2	0.1	0.0	0.1
Total Del/Veh (s)	58.1	10.2	4.4	50.6	8.8	3.8	34.1	47.4	7.6	40.1	2.4	11.9

4: Audrey Avenue & CSAH 42 Performance by movement

Movement	All
Denied Del/Veh (s)	0.0
Total Del/Veh (s)	12.6

5: CR 73 & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	1.8	0.2	1.6	0.8	0.0	0.1	3.2	0.1	3.6	3.4	1.7	3.4
Total Del/Veh (s)	58.6	4.7	1.2	85.3	17.6	10.5	57.9	71.7	3.6	61.4	73.6	9.8

5: CR 73 & CSAH 42 Performance by movement

Movement	All
Denied Del/Veh (s)	0.7
Total Del/Veh (s)	19.3

6: CSAH 71 & Connemara Trail Performance by movement

Movement	EBR	WBR	NBL	NBT	NBR	SBL	SBT	SBR	All
Denied Del/Veh (s)	0.2	0.1	0.0	0.0	0.0	3.8	0.2	3.0	0.2
Total Del/Veh (s)	7.2	5.6	4.3	1.2	0.7	3.2	0.4	0.0	4.1

7: Bigfoot Access/Street A & CSAH 42 Performance by movement

Movement	EBL	EBT	WBT	WBR	SBR	All
Denied Del/Veh (s)	0.0	0.0	0.0	0.1	0.1	0.0
Total Del/Veh (s)	9.8	2.1	2.9	3.3	9.2	2.8

8: Audrey Avenue & Connemara Trail Performance by movement

Movement	EBR	WBL	WBT	NBL	NBT	NBR	All
Denied Del/Veh (s)	4.2	3.8	0.7	0.0	0.0	0.2	3.1
Total Del/Veh (s)	6.0	6.4	8.5	6.6	0.2	5.9	6.3

Total Network Performance

Movement	EBR	WBL	WBT	NBL	NBT	NBR	All
Denied Del/Veh (s)				1.8			
Total Del/Veh (s)				56.9			

Intersection: 1: TH 52 Northbound Ramps & CSAH 42

Movement	EB	EB	EB	WB	WB	WB	NB	NB
Directions Served	L	T	T	T	T	R	LT	R
Maximum Queue (ft)	548	109	118	117	118	154	224	72
Average Queue (ft)	393	24	22	58	60	46	108	16
95th Queue (ft)	557	73	75	103	110	108	197	52
Link Distance (ft)	530	530	530	1013	1013		958	
Upstream Blk Time (%)	1							
Queuing Penalty (veh)	4							
Storage Bay Dist (ft)						300		270
Storage Blk Time (%)							0	
Queuing Penalty (veh)							0	

Intersection: 2: TH 52 Southbound Ramps & CSAH 42

Movement	EB	EB	EB	WB	WB	WB	SB	SB
Directions Served	T	T	R	L	T	T	LT	R
Maximum Queue (ft)	278	219	52	85	105	89	264	213
Average Queue (ft)	105	57	21	28	14	9	98	84
95th Queue (ft)	229	153	48	64	65	51	207	181
Link Distance (ft)	4819	4819		530	530	530	775	
Upstream Blk Time (%)								
Queuing Penalty (veh)								
Storage Bay Dist (ft)			300					360
Storage Blk Time (%)		0						
Queuing Penalty (veh)		0						

Queuing and Blocking Report
PM Peak Hour

2027 Build Mitigation (Plus RVGC)
PM Peak Hour

Intersection: 3: CSAH 71 & CSAH 42

Movement	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB	SB
Directions Served	L	T	T	R	L	T	T	R	L	T	R	L
Maximum Queue (ft)	75	136	130	2	12	161	170	41	25	28	19	226
Average Queue (ft)	27	44	50	0	1	57	70	9	1	4	2	132
95th Queue (ft)	65	106	108	1	6	125	136	28	12	18	11	213
Link Distance (ft)		2074	2074			4819	4819			2748		
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	300			300	270			180	300		300	200
Storage Blk Time (%)							0					2
Queuing Penalty (veh)							0					2

Intersection: 3: CSAH 71 & CSAH 42

Movement	SB	SB
Directions Served	T	R
Maximum Queue (ft)	13	94
Average Queue (ft)	1	32
95th Queue (ft)	8	71
Link Distance (ft)	2550	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		200
Storage Blk Time (%)		
Queuing Penalty (veh)		

Queuing and Blocking Report
PM Peak Hour

2027 Build Mitigation (Plus RVGC)
PM Peak Hour

Intersection: 4: Audrey Avenue & CSAH 42

Movement	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB	SB
Directions Served	L	T	T	R	L	T	T	R	L	T	R	L
Maximum Queue (ft)	52	151	157	13	24	175	175	33	30	8	14	219
Average Queue (ft)	10	55	61	1	2	57	73	6	3	1	1	120
95th Queue (ft)	34	120	124	7	14	128	145	21	18	8	6	204
Link Distance (ft)		3924	3924			1697	1697			2042		
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	300			380	300			300	250		250	250
Storage Blk Time (%)												0
Queuing Penalty (veh)												0

Intersection: 4: Audrey Avenue & CSAH 42

Movement	SB
Directions Served	R
Maximum Queue (ft)	62
Average Queue (ft)	17
95th Queue (ft)	43
Link Distance (ft)	
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	250
Storage Blk Time (%)	
Queuing Penalty (veh)	

Queuing and Blocking Report
PM Peak Hour

2027 Build Mitigation (Plus RVGC)
PM Peak Hour

Intersection: 5: CR 73 & CSAH 42

Movement	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB	SB
Directions Served	L	T	T	R	L	T	T	R	L	T	R	L
Maximum Queue (ft)	260	201	140	12	15	240	247	99	71	20	20	218
Average Queue (ft)	130	33	29	0	1	105	111	24	14	2	4	101
95th Queue (ft)	230	110	93	4	8	202	212	61	43	12	16	184
Link Distance (ft)		2631	2631			3924	3924			2239		
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	320			250	360			260	240		240	400
Storage Blk Time (%)	0		0				0					
Queuing Penalty (veh)	0		0				0					

Intersection: 5: CR 73 & CSAH 42

Movement	SB	SB
Directions Served	T	R
Maximum Queue (ft)	16	97
Average Queue (ft)	1	41
95th Queue (ft)	7	81
Link Distance (ft)	2010	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		270
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 6: CSAH 71 & Connemara Trail

Movement	EB	WB	NB	SB
Directions Served	R	R	L	L
Maximum Queue (ft)	75	14	40	6
Average Queue (ft)	37	1	6	0
95th Queue (ft)	62	7	26	6
Link Distance (ft)	584	1045		
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)			300	300
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 7: Bigfoot Access/Street A & CSAH 42

Movement	EB	WB	SB
Directions Served	L	T	R
Maximum Queue (ft)	44	11	42
Average Queue (ft)	9	1	17
95th Queue (ft)	33	9	36
Link Distance (ft)		2074	304
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)	300		
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 8: Audrey Avenue & Connemara Trail

Movement	EB	WB	WB	NB	NB
Directions Served	R	L	T	L	R
Maximum Queue (ft)	46	72	25	29	43
Average Queue (ft)	25	40	1	11	17
95th Queue (ft)	47	61	12	31	35
Link Distance (ft)			527	624	
Upstream Blk Time (%)					
Queuing Penalty (veh)					
Storage Bay Dist (ft)	150	200		150	
Storage Blk Time (%)					
Queuing Penalty (veh)					

Network Summary

Network wide Queuing Penalty: 7

1: TH 52 Northbound Ramps & CSAH 42 Performance by movement

Movement	EBL	EBT	WBT	WBR	NBL	NBR	All
Denied Del/Veh (s)	0.1	0.0	0.0	0.0	0.4	3.8	0.2
Total Del/Veh (s)	19.1	3.9	48.0	16.8	54.3	6.1	22.4

2: TH 52 Southbound Ramps & CSAH 42 Performance by movement

Movement	EBT	EBR	WBL	WBT	SBL	SBT	SBR	All
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	2.0	3.8	3.5	1.3
Total Del/Veh (s)	6.7	1.0	71.2	15.8	39.1	60.5	8.6	12.1

3: CSAH 71 & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBT	NBR	SBL	SBT	SBR	All
Denied Del/Veh (s)	0.3	0.0	0.0	0.0	0.0	0.0	0.1	2.8	1.5	0.0	1.7	0.1
Total Del/Veh (s)	51.0	9.8	3.2	48.5	11.6	7.9	24.8	7.6	42.4	4.4	6.9	13.9

4: Audrey Avenue & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	0.0	0.0	0.0	0.3	0.0	0.1	2.1	0.1	1.3	0.1	0.0	0.0
Total Del/Veh (s)	43.0	8.3	5.7	48.8	6.6	2.5	52.5	46.4	7.0	44.9	0.5	5.3

4: Audrey Avenue & CSAH 42 Performance by movement

Movement	All
Denied Del/Veh (s)	0.0
Total Del/Veh (s)	10.8

5: CR 73 & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	All
Denied Del/Veh (s)	1.7	0.2	1.8	0.0	0.0	3.5	0.1	3.2	3.4	0.7	3.4	0.8
Total Del/Veh (s)	61.1	4.9	1.8	10.5	7.1	52.6	61.1	5.8	50.7	50.7	5.9	13.0

6: CSAH 71 & Connemara Trail Performance by movement

Movement	EBR	WBR	NBL	NBT	NBR	SBL	SBT	SBR	All
Denied Del/Veh (s)	0.1	0.1	0.7	0.0	0.4	3.4	0.1	5.0	0.4
Total Del/Veh (s)	2.2	2.7	2.2	1.4	0.6	0.9	0.4	0.0	1.7

7: Bigfoot Access/Street A & CSAH 42 Performance by movement

Movement	EBL	EBT	WBT	WBR	SBR	All
Denied Del/Veh (s)	0.1	0.0	0.0	0.4	0.1	0.0
Total Del/Veh (s)	7.8	3.1	4.3	5.4	4.8	3.9

8: Audrey Avenue & Connemara Trail Performance by movement

Movement	EBT	EBR	WBL	WBT	NBL	NBT	NBR	All
Denied Del/Veh (s)		4.2	4.1	0.1	0.0	0.0	0.0	1.3
Total Del/Veh (s)	3.7	2.7	4.3	5.3	4.4	0.3	3.0	3.2

Total Network Performance

Denied Del/Veh (s)	1.7
Total Del/Veh (s)	47.3

Intersection: 1: TH 52 Northbound Ramps & CSAH 42

Movement	EB	EB	EB	WB	WB	WB	NB	NB
Directions Served	L	T	T	T	T	R	LT	R
Maximum Queue (ft)	449	87	101	190	175	218	251	74
Average Queue (ft)	182	26	21	99	86	89	140	26
95th Queue (ft)	363	67	66	171	157	171	229	57
Link Distance (ft)	530	530	530	1013	1013		958	
Upstream Blk Time (%)	0							
Queuing Penalty (veh)	1							
Storage Bay Dist (ft)						300		270
Storage Blk Time (%)							0	
Queuing Penalty (veh)							0	

Intersection: 2: TH 52 Southbound Ramps & CSAH 42

Movement	EB	EB	EB	WB	WB	WB	SB	SB
Directions Served	T	T	R	L	T	T	LT	R
Maximum Queue (ft)	253	203	58	126	202	195	441	324
Average Queue (ft)	72	50	11	41	92	78	159	110
95th Queue (ft)	178	133	38	105	177	160	323	237
Link Distance (ft)	473	473		530	530	530	775	
Upstream Blk Time (%)	0						0	
Queuing Penalty (veh)	0						0	
Storage Bay Dist (ft)			300					360
Storage Blk Time (%)		0					1	
Queuing Penalty (veh)		0					5	

Intersection: 3: CSAH 71 & CSAH 42

Movement	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	SB	SB
Directions Served	L	T	T	R	L	T	T	R	T	R	L	T
Maximum Queue (ft)	170	227	238	19	137	167	197	72	8	14	138	17
Average Queue (ft)	58	65	67	2	47	59	85	22	0	1	55	2
95th Queue (ft)	121	164	168	11	101	131	167	54	4	8	117	12
Link Distance (ft)		2074	2074			4290	4290		2748			2550
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	300			300	270			180		300	200	
Storage Blk Time (%)							0					
Queuing Penalty (veh)							1					

Intersection: 3: CSAH 71 & CSAH 42

Movement	SB
Directions Served	R
Maximum Queue (ft)	63
Average Queue (ft)	17
95th Queue (ft)	48
Link Distance (ft)	
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	200
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 4: Audrey Avenue & CSAH 42

Movement	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB	SB
Directions Served	L	T	T	R	L	T	T	R	L	T	R	L
Maximum Queue (ft)	88	136	139	21	126	180	183	37	39	13	17	112
Average Queue (ft)	33	47	56	3	47	41	44	10	5	1	1	47
95th Queue (ft)	71	105	113	14	101	117	122	27	23	6	7	93
Link Distance (ft)		3924	3924			1697	1697			2042		
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	300			380	300			300	250		250	250
Storage Blk Time (%)												
Queuing Penalty (veh)												

Intersection: 4: Audrey Avenue & CSAH 42

Movement	SB
Directions Served	R
Maximum Queue (ft)	26
Average Queue (ft)	5
95th Queue (ft)	19
Link Distance (ft)	
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	250
Storage Blk Time (%)	
Queuing Penalty (veh)	

Queuing and Blocking Report
AM Peak Hour

2027 Build Mitigation (Plus RVGC and other industrial)

AM Peak Hour

Intersection: 5: CR 73 & CSAH 42

Movement	EB	EB	EB	EB	WB	WB	WB	NB	NB	NB	SB	SB
Directions Served	L	T	T	R	T	T	R	L	T	R	L	T
Maximum Queue (ft)	163	123	123	24	161	163	44	108	29	15	239	34
Average Queue (ft)	55	45	35	2	40	48	5	25	3	2	107	7
95th Queue (ft)	117	99	89	14	112	125	21	75	16	10	187	24
Link Distance (ft)		2631	2631		3924	3924			2239			2010
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	320			250			260	240		240	400	
Storage Blk Time (%)												
Queuing Penalty (veh)												

Intersection: 5: CR 73 & CSAH 42

Movement	SB
Directions Served	R
Maximum Queue (ft)	96
Average Queue (ft)	34
95th Queue (ft)	69
Link Distance (ft)	
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	270
Storage Blk Time (%)	
Queuing Penalty (veh)	

Intersection: 6: CSAH 71 & Connemara Trail

Movement	EB	WB	NB	SB
Directions Served	R	R	L	L
Maximum Queue (ft)	49	22	42	5
Average Queue (ft)	16	3	5	0
95th Queue (ft)	36	16	24	3
Link Distance (ft)	584	1045		
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)			300	300
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 7: Bigfoot Access/Street A & CSAH 42

Movement	EB	WB	SB
Directions Served	L	R	R
Maximum Queue (ft)	60	19	27
Average Queue (ft)	15	1	6
95th Queue (ft)	42	9	23
Link Distance (ft)			304
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)	300	300	
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 8: Audrey Avenue & Connemara Trail

Movement	EB	EB	WB	WB	NB	NB
Directions Served	T	R	L	T	L	R
Maximum Queue (ft)	19	60	47	25	24	57
Average Queue (ft)	1	22	21	2	7	27
95th Queue (ft)	8	50	46	14	25	46
Link Distance (ft)	773			527	624	
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)		150	200		150	
Storage Blk Time (%)						
Queuing Penalty (veh)						

Network Summary

Network wide Queuing Penalty: 7

1: TH 52 Northbound Ramps & CSAH 42 Performance by movement

Movement	EBL	EBT	WBT	WBR	NBL	NBT	NBR	All
Denied Del/Veh (s)	21.9	13.5	0.0	0.0	0.3	0.1	3.9	13.6
Total Del/Veh (s)	59.7	4.6	33.8	24.6	57.1	55.2	5.9	41.4

2: TH 52 Southbound Ramps & CSAH 42 Performance by movement

Movement	EBT	EBR	WBL	WBT	SBL	SBT	SBR	All
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	1.8		3.5	1.0
Total Del/Veh (s)	52.1	17.5	86.9	6.4	55.4	46.1	7.2	30.7

3: CSAH 71 & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	0.1	0.0	0.4		0.0	0.1	0.8	0.5	0.9	0.1	0.0	0.1
Total Del/Veh (s)	61.0	8.2	1.2		15.6	10.5	44.1	52.4	13.0	50.0	19.2	17.6

3: CSAH 71 & CSAH 42 Performance by movement

Movement	All
Denied Del/Veh (s)	0.1
Total Del/Veh (s)	16.5

4: Audrey Avenue & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	0.0	0.2	2.1	0.4	2.1	0.1	0.0	0.2
Total Del/Veh (s)	57.7	10.9	3.0	79.4	9.9	3.7	36.0	106.5	9.8	43.9	2.2	10.1

4: Audrey Avenue & CSAH 42 Performance by movement

Movement	All
Denied Del/Veh (s)	0.2
Total Del/Veh (s)	14.1

5: CR 73 & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	1.9	0.2	2.3	0.0	0.0	0.0	3.1	0.1	3.3	3.4	1.0	3.3
Total Del/Veh (s)	55.9	5.2	0.7	43.2	18.4	11.5	51.7	53.7	3.7	57.1	67.5	10.9

5: CR 73 & CSAH 42 Performance by movement

Movement	All
Denied Del/Veh (s)	0.7
Total Del/Veh (s)	19.2

6: CSAH 71 & Connemara Trail Performance by movement

Movement	EBR	WBR	NBL	NBT	NBR	SBL	SBT	SBR	All
Denied Del/Veh (s)	0.2	0.1	0.0	0.0	0.0	3.2	0.1	4.3	0.2
Total Del/Veh (s)	7.1	5.1	4.6	1.1	1.0	2.9	0.4	0.0	4.1

7: Bigfoot Access/Street A & CSAH 42 Performance by movement

Movement	EBL	EBT	WBT	WBR	SBR	All
Denied Del/Veh (s)	0.0	0.0	0.0	0.1	0.1	0.0
Total Del/Veh (s)	9.7	2.2	3.0	3.6	10.3	2.8

8: Audrey Avenue & Connemara Trail Performance by movement

Movement	EBT	EBR	WBL	WBT	NBL	NBT	NBR	All
Denied Del/Veh (s)	0.1	4.1	3.8	0.5	0.0	0.0	0.0	3.1
Total Del/Veh (s)	3.7	6.1	6.3	7.8	6.2	0.1	6.1	6.2

Total Network Performance

Movement	All
Denied Del/Veh (s)	8.1
Total Del/Veh (s)	76.2

Intersection: 1: TH 52 Northbound Ramps & CSAH 42

Movement	EB	EB	EB	WB	WB	WB	NB	NB
Directions Served	L	T	T	T	T	R	LT	R
Maximum Queue (ft)	552	200	82	134	143	180	220	62
Average Queue (ft)	518	28	16	73	74	72	100	15
95th Queue (ft)	606	106	54	121	130	151	176	47
Link Distance (ft)	530	530	530	1013	1013		958	
Upstream Blk Time (%)	17							
Queuing Penalty (veh)	65							
Storage Bay Dist (ft)						300		270
Storage Blk Time (%)							0	
Queuing Penalty (veh)							0	

Intersection: 2: TH 52 Southbound Ramps & CSAH 42

Movement	EB	EB	EB	WB	WB	WB	SB	SB
Directions Served	T	T	R	L	T	T	LT	R
Maximum Queue (ft)	703	667	299	84	147	131	257	236
Average Queue (ft)	386	262	62	29	20	10	96	76
95th Queue (ft)	826	790	251	69	75	58	204	187
Link Distance (ft)	4819	4819		530	530	530	775	
Upstream Blk Time (%)								
Queuing Penalty (veh)								
Storage Bay Dist (ft)			300					360
Storage Blk Time (%)		3						0
Queuing Penalty (veh)		6						0

Intersection: 3: CSAH 71 & CSAH 42

Movement	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB	SB
Directions Served	L	T	T	R	L	T	T	R	L	T	R	L
Maximum Queue (ft)	88	195	189	6	9	212	221	43	94	32	116	267
Average Queue (ft)	25	64	72	0	0	73	87	8	29	5	46	141
95th Queue (ft)	67	144	148	3	4	158	174	29	72	21	87	233
Link Distance (ft)		2074	2074			4819	4819			2748		
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	300			300	270			180	300		300	200
Storage Blk Time (%)							1					3
Queuing Penalty (veh)							1					3

Intersection: 3: CSAH 71 & CSAH 42

Movement	SB	SB
Directions Served	T	R
Maximum Queue (ft)	69	119
Average Queue (ft)	3	33
95th Queue (ft)	43	77
Link Distance (ft)	2550	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		200
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 4: Audrey Avenue & CSAH 42

Movement	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB	SB
Directions Served	L	T	T	R	L	T	T	R	L	T	R	L
Maximum Queue (ft)	59	136	145	15	26	245	248	25	106	18	92	242
Average Queue (ft)	10	57	62	1	3	76	92	5	36	1	36	121
95th Queue (ft)	35	113	123	8	15	173	187	19	80	10	72	208
Link Distance (ft)		3924	3924			1697	1697			2042		
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	300			380	300			300	250		250	250
Storage Blk Time (%)						0						0
Queuing Penalty (veh)						0						0

Intersection: 4: Audrey Avenue & CSAH 42

Movement	SB
Directions Served	R
Maximum Queue (ft)	47
Average Queue (ft)	17
95th Queue (ft)	39
Link Distance (ft)	
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	250
Storage Blk Time (%)	
Queuing Penalty (veh)	

Queuing and Blocking Report
PM Peak Hour

2027 Build Mitigation (Plus RVGC and other industrial)

PM Peak Hour

Intersection: 5: CR 73 & CSAH 42

Movement	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB	SB
Directions Served	L	T	T	R	L	T	T	R	L	T	R	L
Maximum Queue (ft)	261	156	126	4	25	292	278	93	51	20	21	230
Average Queue (ft)	125	36	33	0	1	118	123	26	13	2	4	106
95th Queue (ft)	224	100	91	2	9	240	239	65	40	10	16	194
Link Distance (ft)		2631	2631			3924	3924			2239		
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	320			250	360			260	240		240	400
Storage Blk Time (%)	0	0					1					
Queuing Penalty (veh)	1	0					1					

Intersection: 5: CR 73 & CSAH 42

Movement	SB	SB
Directions Served	T	R
Maximum Queue (ft)	14	114
Average Queue (ft)	1	44
95th Queue (ft)	7	91
Link Distance (ft)	2010	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		270
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 6: CSAH 71 & Connemara Trail

Movement	EB	WB	NB	SB
Directions Served	R	R	L	L
Maximum Queue (ft)	75	23	35	12
Average Queue (ft)	37	2	5	0
95th Queue (ft)	62	14	24	6
Link Distance (ft)	584	1045		
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)			300	300
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 7: Bigfoot Access/Street A & CSAH 42

Movement	EB	WB	SB
Directions Served	L	T	R
Maximum Queue (ft)	35	5	54
Average Queue (ft)	7	0	19
95th Queue (ft)	28	3	42
Link Distance (ft)		2074	304
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)	300		
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 8: Audrey Avenue & Connemara Trail

Movement	EB	EB	WB	WB	NB	NB
Directions Served	T	R	L	T	L	R
Maximum Queue (ft)	12	47	80	25	24	44
Average Queue (ft)	1	24	39	2	12	18
95th Queue (ft)	8	47	61	13	31	38
Link Distance (ft)	773			527	624	
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)		150	200		150	
Storage Blk Time (%)						
Queuing Penalty (veh)						

Network Summary

Network wide Queuing Penalty: 77

1: TH 52 Northbound Ramps & CSAH 42 Performance by movement

Movement	EBL	EBT	WBT	WBR	NBL	NBR	All
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	0.3	3.8	0.1
Total Del/Veh (s)	38.5	6.7	17.5	7.5	52.7	6.1	24.2

2: TH 52 Southbound Ramps & CSAH 42 Performance by movement

Movement	EBT	EBR	WBL	WBT	SBL	SBT	SBR	All
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	1.9	1.8	3.4	1.1
Total Del/Veh (s)	13.8	8.7	66.8	9.0	45.7	58.0	9.5	14.4

3: CSAH 71 & CSAH 42 Performance by movement

Movement	EBL	EBT	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	All
Denied Del/Veh (s)	0.4	0.0	0.0	0.0	0.1	1.7	0.1	2.2	1.5	0.0	1.5	0.1
Total Del/Veh (s)	60.5	4.1	69.1	14.6	12.5	36.1	34.2	8.4	53.2	5.7	9.0	13.2

4: Audrey Avenue & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	SBL	SBT	SBR	All
Denied Del/Veh (s)	0.0	0.0	0.0	0.1	0.0	0.1	1.4	0.1	0.1	0.0	0.0	0.0
Total Del/Veh (s)	47.9	7.5	8.2	59.8	4.5	2.5	35.1	29.7	45.6	0.8	6.6	8.6

5: CR 73 & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	All
Denied Del/Veh (s)	1.8	0.2	1.7	0.0	0.0	3.2	0.4	3.2	3.2	1.4	3.1	1.2
Total Del/Veh (s)	64.0	11.8	2.6	18.9	7.2	51.5	69.6	11.3	168.1	97.0	53.6	45.3

6: CSAH 71 & Connemara Trail Performance by movement

Movement	EBR	WBR	NBL	NBT	NBR	SBL	SBT	SBR	All
Denied Del/Veh (s)	0.1	0.1	1.0	0.1	0.8	4.1	0.1	5.0	0.5
Total Del/Veh (s)	2.3	2.2	2.8	1.6	1.6	0.5	0.4	0.0	1.9

7: Bigfoot Access/Street A & CSAH 42 Performance by movement

Movement	EBL	EBT	WBT	WBR	SBR	All
Denied Del/Veh (s)	0.1	0.0	0.0	0.3	0.1	0.0
Total Del/Veh (s)	6.8	2.6	4.1	5.1	4.1	3.5

8: Audrey Avenue & Connemara Trail Performance by movement

Movement	EBT	EBR	WBL	WBT	NBL	NBT	NBR	All
Denied Del/Veh (s)		4.1	4.2	0.1	0.0	0.0	0.0	1.3
Total Del/Veh (s)		2.9	4.2	6.0	4.6	0.7	3.1	3.3

Total Network Performance

Denied Del/Veh (s)	1.7
Total Del/Veh (s)	62.9

Intersection: 1: TH 52 Northbound Ramps & CSAH 42

Movement	EB	EB	EB	EB	WB	WB	WB	NB	NB
Directions Served	L	L	T	T	T	T	R	LT	R
Maximum Queue (ft)	363	335	139	116	165	124	196	272	63
Average Queue (ft)	206	205	45	41	72	53	71	129	25
95th Queue (ft)	315	304	103	102	133	108	154	225	55
Link Distance (ft)	525	525	525	525	1014	1014		957	
Upstream Blk Time (%)									
Queuing Penalty (veh)									
Storage Bay Dist (ft)							300		270
Storage Blk Time (%)								1	
Queuing Penalty (veh)								0	

Intersection: 2: TH 52 Southbound Ramps & CSAH 42

Movement	EB	EB	EB	WB	WB	WB	SB	SB
Directions Served	T	T	R	L	T	T	LT	R
Maximum Queue (ft)	185	222	66	122	142	144	395	304
Average Queue (ft)	59	95	16	51	51	41	180	112
95th Queue (ft)	134	181	47	115	120	115	316	254
Link Distance (ft)	4813	4813		525	525	525	775	
Upstream Blk Time (%)								
Queuing Penalty (veh)								
Storage Bay Dist (ft)			300					360
Storage Blk Time (%)		0					1	0
Queuing Penalty (veh)		0					7	0

Queuing and Blocking Report
AM Peak Hour

2040 Build Mitigation (Plus RVGC)

AM Peak Hour

Intersection: 3: CSAH 71 & CSAH 42

Movement	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB	SB	SB
Directions Served	L	T	T	L	T	T	R	L	T	R	L	L
Maximum Queue (ft)	210	108	103	21	167	198	68	8	18	10	118	160
Average Queue (ft)	88	23	25	3	64	85	19	0	1	1	23	52
95th Queue (ft)	173	74	70	13	140	163	49	5	8	5	77	116
Link Distance (ft)		2068	2068		4813	4813			2748			
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	300			270			180	300		300	200	200
Storage Blk Time (%)	0					1						
Queuing Penalty (veh)	1					1						

Intersection: 3: CSAH 71 & CSAH 42

Movement	SB	SB
Directions Served	T	R
Maximum Queue (ft)	20	89
Average Queue (ft)	2	22
95th Queue (ft)	11	61
Link Distance (ft)	2550	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		200
Storage Blk Time (%)		
Queuing Penalty (veh)		

Queuing and Blocking Report
AM Peak Hour

2040 Build Mitigation (Plus RVGC)
AM Peak Hour

Intersection: 4: Audrey Avenue & CSAH 42

Movement	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	SB	SB
Directions Served	L	T	T	R	L	T	T	R	L	T	L	L
Maximum Queue (ft)	85	120	127	14	34	118	128	42	28	17	58	82
Average Queue (ft)	36	35	32	1	7	32	33	9	4	1	19	38
95th Queue (ft)	76	88	82	6	25	88	90	27	20	9	48	73
Link Distance (ft)		3918	3918			1692	1692			2042		
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	300			380	300			300	250		250	250
Storage Blk Time (%)												
Queuing Penalty (veh)												

Intersection: 4: Audrey Avenue & CSAH 42

Movement	SB
Directions Served	R
Maximum Queue (ft)	24
Average Queue (ft)	5
95th Queue (ft)	19
Link Distance (ft)	
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	250
Storage Blk Time (%)	
Queuing Penalty (veh)	

Queuing and Blocking Report
AM Peak Hour

2040 Build Mitigation (Plus RVGC)

AM Peak Hour

Intersection: 5: CR 73 & CSAH 42

Movement	EB	EB	EB	EB	WB	WB	WB	NB	NB	NB	SB	SB
Directions Served	L	T	T	R	T	T	R	L	T	R	L	T
Maximum Queue (ft)	158	208	212	45	243	253	51	257	93	32	580	1269
Average Queue (ft)	66	115	109	5	97	101	10	122	17	8	456	473
95th Queue (ft)	133	186	189	23	206	211	31	218	58	25	681	1469
Link Distance (ft)		2631	2631		3918	3918			2239			2010
Upstream Blk Time (%)												0
Queuing Penalty (veh)												0
Storage Bay Dist (ft)	320			250			260	240		240	400	
Storage Blk Time (%)			0			0		0	0		41	
Queuing Penalty (veh)			0			0		0	0		139	

Intersection: 5: CR 73 & CSAH 42

Movement	SB
Directions Served	R
Maximum Queue (ft)	300
Average Queue (ft)	111
95th Queue (ft)	230
Link Distance (ft)	
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	270
Storage Blk Time (%)	0
Queuing Penalty (veh)	2

Intersection: 6: CSAH 71 & Connemara Trail

Movement	EB	WB	NB	SB
Directions Served	R	R	L	L
Maximum Queue (ft)	39	22	38	5
Average Queue (ft)	16	4	8	0
95th Queue (ft)	35	17	28	4
Link Distance (ft)	578	1038		
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)			300	300
Storage Blk Time (%)				
Queuing Penalty (veh)				

Queuing and Blocking Report
AM Peak Hour

2040 Build Mitigation (Plus RVGC)
AM Peak Hour

Intersection: 7: Bigfoot Access/Street A & CSAH 42

Movement	EB	WB	SB
Directions Served	L	R	R
Maximum Queue (ft)	50	19	22
Average Queue (ft)	16	1	4
95th Queue (ft)	42	9	17
Link Distance (ft)			304
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)	300	300	
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 8: Audrey Avenue & Connemara Trail

Movement	EB	EB	WB	WB	NB	NB
Directions Served	T	R	L	T	L	R
Maximum Queue (ft)	12	52	39	31	27	60
Average Queue (ft)	0	25	24	2	8	28
95th Queue (ft)	6	48	47	15	27	48
Link Distance (ft)	767			521	624	
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)		150	200		150	
Storage Blk Time (%)						
Queuing Penalty (veh)						

Network Summary

Network wide Queuing Penalty: 150

1: TH 52 Northbound Ramps & CSAH 42 Performance by movement

Movement	EBL	EBT	WBT	WBR	NBL	NBT	NBR	All
Denied Del/Veh (s)	0.1	0.0	0.0	0.0	0.2	0.1	3.9	0.1
Total Del/Veh (s)	47.9	6.5	16.7	6.9	54.9	46.1	6.3	29.8

2: TH 52 Southbound Ramps & CSAH 42 Performance by movement

Movement	EBT	EBR	WBL	WBT	SBL	SBT	SBR	All
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	1.8		3.4	1.1
Total Del/Veh (s)	16.6	10.6	73.2	4.9	51.8		9.4	13.7

3: CSAH 71 & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	0.1	0.0		0.0	0.0	0.2	1.1	0.1	0.9	0.1	0.0	0.2
Total Del/Veh (s)	62.3	6.8		46.2	15.4	11.3	47.3	68.1	9.2	52.1	23.3	25.4

3: CSAH 71 & CSAH 42 Performance by movement

Movement	All
Denied Del/Veh (s)	0.0
Total Del/Veh (s)	16.7

4: Audrey Avenue & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	0.0	0.1	2.6	0.1	1.3	0.1	0.0	0.0
Total Del/Veh (s)	67.5	9.9	6.2	49.4	7.1	3.7	42.8	39.6	3.5	44.6	2.1	14.4

4: Audrey Avenue & CSAH 42 Performance by movement

Movement	All
Denied Del/Veh (s)	0.0
Total Del/Veh (s)	11.4

5: CR 73 & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	1.8	0.2	1.5	0.0	0.0	0.1	3.2	0.4	3.1	3.1	1.7	3.1
Total Del/Veh (s)	58.6	15.1	2.4	87.1	30.2	13.8	52.1	61.8	7.2	60.1	52.6	28.3

5: CR 73 & CSAH 42 Performance by movement

Movement	All
Denied Del/Veh (s)	1.0
Total Del/Veh (s)	30.7

6: CSAH 71 & Connemara Trail Performance by movement

Movement	EBR	WBR	NBL	NBT	NBR	SBL	SBT	SBR	All
Denied Del/Veh (s)	0.2	0.1	0.1	0.0	0.0	3.5	0.2	3.3	0.2
Total Del/Veh (s)	7.5	5.2	5.3	1.6	1.0	3.7	0.5	0.5	3.9

7: Bigfoot Access/Street A & CSAH 42 Performance by movement

Movement	EBL	EBT	WBT	WBR	SBR	All
Denied Del/Veh (s)	0.1	0.0	0.0	0.0	0.1	0.0
Total Del/Veh (s)	9.8	2.4	3.4	3.9	11.7	3.2

8: Audrey Avenue & Connemara Trail Performance by movement

Movement	EBT	EBR	WBL	WBT	NBL	NBT	NBR	All
Denied Del/Veh (s)		4.2	3.8	0.4	0.0	0.0	0.1	3.1
Total Del/Veh (s)		6.2	6.2	4.8	6.2	0.3	6.0	6.1

Total Network Performance

Movement	EBT	EBR	WBL	WBT	NBL	NBT	NBR	All
Denied Del/Veh (s)				1.8				
Total Del/Veh (s)				64.3				

Intersection: 1: TH 52 Northbound Ramps & CSAH 42

Movement	EB	EB	EB	EB	WB	WB	WB	NB	NB
Directions Served	L	L	T	T	T	T	R	LT	R
Maximum Queue (ft)	360	384	98	111	142	148	137	245	66
Average Queue (ft)	242	252	32	27	62	69	42	115	17
95th Queue (ft)	346	362	81	81	116	132	101	205	49
Link Distance (ft)	525	525	525	525	1014	1014		957	
Upstream Blk Time (%)									
Queuing Penalty (veh)									
Storage Bay Dist (ft)							300		270
Storage Blk Time (%)								0	
Queuing Penalty (veh)								0	

Intersection: 2: TH 52 Southbound Ramps & CSAH 42

Movement	EB	EB	EB	WB	WB	WB	SB	SB
Directions Served	T	T	R	L	T	T	LT	R
Maximum Queue (ft)	254	327	154	95	122	115	260	333
Average Queue (ft)	79	120	26	30	15	9	100	113
95th Queue (ft)	190	255	94	73	68	55	203	252
Link Distance (ft)	4813	4813		525	525	525	775	
Upstream Blk Time (%)								
Queuing Penalty (veh)								
Storage Bay Dist (ft)			300					360
Storage Blk Time (%)		0					0	0
Queuing Penalty (veh)		1					1	0

Queuing and Blocking Report
PM Peak Hour

2040 Build Mitigation (Plus RVGC)
PM Peak Hour

Intersection: 3: CSAH 71 & CSAH 42

Movement	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB	SB	SB
Directions Served	L	T	T	L	T	T	R	L	T	R	L	L
Maximum Queue (ft)	98	177	196	8	202	234	44	29	35	19	132	177
Average Queue (ft)	34	46	53	1	95	100	11	4	7	3	69	85
95th Queue (ft)	80	117	135	5	179	197	34	20	25	14	124	138
Link Distance (ft)		2068	2068		4813	4813			2748			
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	300			270			180	300		300	200	200
Storage Blk Time (%)						1						0
Queuing Penalty (veh)						1						0

Intersection: 3: CSAH 71 & CSAH 42

Movement	SB	SB
Directions Served	T	R
Maximum Queue (ft)	84	158
Average Queue (ft)	3	57
95th Queue (ft)	17	117
Link Distance (ft)	2550	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)	200	
Storage Blk Time (%)	0	
Queuing Penalty (veh)	1	

Intersection: 4: Audrey Avenue & CSAH 42

Movement	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB	SB
Directions Served	L	T	T	R	L	T	T	R	L	T	R	L
Maximum Queue (ft)	49	156	146	12	35	197	197	19	24	8	11	135
Average Queue (ft)	10	61	53	1	5	53	70	4	3	0	1	59
95th Queue (ft)	33	130	123	5	20	134	148	16	14	4	6	119
Link Distance (ft)		3918	3918			1692	1692			2042		
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	300			380	300			300	250		250	250
Storage Blk Time (%)												
Queuing Penalty (veh)												

Intersection: 4: Audrey Avenue & CSAH 42

Movement	SB	SB
Directions Served	L	R
Maximum Queue (ft)	153	62
Average Queue (ft)	80	21
95th Queue (ft)	132	46
Link Distance (ft)		
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)	250	250
Storage Blk Time (%)		
Queuing Penalty (veh)		

Queuing and Blocking Report
PM Peak Hour

2040 Build Mitigation (Plus RVGC)
PM Peak Hour

Intersection: 5: CR 73 & CSAH 42

Movement	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB	SB
Directions Served	L	T	T	R	L	T	T	R	L	T	R	L
Maximum Queue (ft)	284	244	254	15	16	407	414	163	159	53	42	481
Average Queue (ft)	149	99	100	1	2	193	196	34	71	12	15	243
95th Queue (ft)	240	195	202	8	10	344	349	104	131	38	31	419
Link Distance (ft)		2631	2631			3918	3918			2239		
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	320			250	360			260	240		240	400
Storage Blk Time (%)	0	0	1			1	4					3
Queuing Penalty (veh)	0	0	0			0	10					11

Intersection: 5: CR 73 & CSAH 42

Movement	SB	SB
Directions Served	T	R
Maximum Queue (ft)	244	344
Average Queue (ft)	3	152
95th Queue (ft)	33	284
Link Distance (ft)	2010	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		270
Storage Blk Time (%)		2
Queuing Penalty (veh)		6

Intersection: 6: CSAH 71 & Connemara Trail

Movement	EB	WB	NB	SB
Directions Served	R	R	L	L
Maximum Queue (ft)	82	22	40	18
Average Queue (ft)	38	1	5	1
95th Queue (ft)	65	10	26	8
Link Distance (ft)	578	1038		
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)			300	300
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 7: Bigfoot Access/Street A & CSAH 42

Movement	EB	SB
Directions Served	L	R
Maximum Queue (ft)	30	51
Average Queue (ft)	5	20
95th Queue (ft)	24	41
Link Distance (ft)	304	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)	300	
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 8: Audrey Avenue & Connemara Trail

Movement	EB	EB	WB	WB	NB	NB
Directions Served	T	R	L	T	L	R
Maximum Queue (ft)	6	53	73	31	24	49
Average Queue (ft)	0	25	37	2	11	18
95th Queue (ft)	4	49	57	13	30	36
Link Distance (ft)	767			521	624	
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)		150	200		150	
Storage Blk Time (%)						
Queuing Penalty (veh)						

Network Summary

Network wide Queuing Penalty: 31

1: TH 52 Northbound Ramps & CSAH 42 Performance by movement

Movement	EBL	EBT	WBT	WBR	NBL	NBR	All
Denied Del/Veh (s)	0.1	0.0	0.0	0.0	0.4	3.7	0.2
Total Del/Veh (s)	39.2	6.4	18.1	7.8	55.8	6.8	25.3

2: TH 52 Southbound Ramps & CSAH 42 Performance by movement

Movement	EBT	EBR	WBL	WBT	SBL	SBT	SBR	All
Denied Del/Veh (s)	0.0	0.1	0.0	0.0	2.2	2.2	3.5	1.3
Total Del/Veh (s)	12.7	9.1	67.0	8.7	39.7	46.7	12.0	14.0

3: CSAH 71 & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	0.3	0.0	0.0	0.0	0.0	0.1		0.1	2.6	1.8	0.0	1.4
Total Del/Veh (s)	59.8	6.5	3.2	65.9	14.8	13.1		35.0	6.7	57.2	6.4	11.9

3: CSAH 71 & CSAH 42 Performance by movement

Movement	All
Denied Del/Veh (s)	0.1
Total Del/Veh (s)	15.9

4: Audrey Avenue & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	0.0	0.0	0.0	0.4	0.0	0.1	2.4	0.4	3.0	0.1	0.0	0.0
Total Del/Veh (s)	46.2	9.6	7.0	46.8	7.0	2.9	45.3	57.5	7.7	42.4	1.5	5.1

4: Audrey Avenue & CSAH 42 Performance by movement

Movement	All
Denied Del/Veh (s)	0.0
Total Del/Veh (s)	11.3

5: CR 73 & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	All
Denied Del/Veh (s)	1.7	0.2	1.7	0.0	0.0	3.1	0.4	3.2	3.1	1.3	3.1	1.1
Total Del/Veh (s)	67.1	12.7	2.8	19.2	7.7	51.3	62.7	8.3	98.9	63.2	22.5	31.2

6: CSAH 71 & Connemara Trail Performance by movement

Movement	EBR	WBR	NBL	NBT	NBR	SBL	SBT	SBR	All
Denied Del/Veh (s)	0.1	0.1	1.1	0.1	0.9	4.0	0.1	2.7	0.5
Total Del/Veh (s)	2.5	2.6	3.0	1.7	1.7	0.4	0.5	0.1	2.0

7: Bigfoot Access/Street A & CSAH 42 Performance by movement

Movement	EBL	EBT	WBT	WBR	SBR	All
Denied Del/Veh (s)	0.1	0.0	0.0	0.3	0.1	0.0
Total Del/Veh (s)	8.7	3.4	4.1	4.8	5.0	3.9

8: Audrey Avenue & Connemara Trail Performance by movement

Movement	EBT	EBR	WBL	WBT	NBL	NBT	NBR	All
Denied Del/Veh (s)	0.1	4.1	4.2	0.2	0.0	0.0	0.0	1.3
Total Del/Veh (s)	4.4	2.6	4.4	4.7	4.4	0.1	3.2	3.4

Total Network Performance

Denied Del/Veh (s)								1.8
Total Del/Veh (s)								56.9

Intersection: 1: TH 52 Northbound Ramps & CSAH 42

Movement	EB	EB	EB	EB	WB	WB	WB	NB	NB
Directions Served	L	L	T	T	T	T	R	LT	R
Maximum Queue (ft)	380	377	123	128	139	120	180	308	74
Average Queue (ft)	196	197	45	39	63	53	74	152	23
95th Queue (ft)	326	323	94	96	121	107	157	262	56
Link Distance (ft)	525	525	525	525	1014	1014		957	
Upstream Blk Time (%)									
Queuing Penalty (veh)									
Storage Bay Dist (ft)							300		270
Storage Blk Time (%)							0	2	
Queuing Penalty (veh)							0	1	

Intersection: 2: TH 52 Southbound Ramps & CSAH 42

Movement	EB	EB	EB	WB	WB	WB	SB	SB
Directions Served	T	T	R	L	T	T	LT	R
Maximum Queue (ft)	152	229	62	148	158	138	357	362
Average Queue (ft)	42	79	12	45	54	43	165	152
95th Queue (ft)	111	166	42	117	125	114	301	322
Link Distance (ft)	4813	4813		525	525	525	775	
Upstream Blk Time (%)								
Queuing Penalty (veh)								
Storage Bay Dist (ft)			300					360
Storage Blk Time (%)		0					0	1
Queuing Penalty (veh)		0					3	1

Intersection: 3: CSAH 71 & CSAH 42

Movement	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB	SB
Directions Served	L	T	T	R	L	T	T	R	L	T	R	L
Maximum Queue (ft)	166	172	159	13	144	192	212	78	4	11	14	158
Average Queue (ft)	83	54	63	1	53	64	93	19	0	1	2	31
95th Queue (ft)	149	133	138	8	111	144	180	52	3	6	10	100
Link Distance (ft)		2068	2068			4813	4813			2748		
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	300			300	270			180	300		300	200
Storage Blk Time (%)							0					0
Queuing Penalty (veh)							1					0

Intersection: 3: CSAH 71 & CSAH 42

Movement	SB	SB	SB
Directions Served	L	T	R
Maximum Queue (ft)	178	19	92
Average Queue (ft)	62	2	26
95th Queue (ft)	132	11	66
Link Distance (ft)		2550	
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)	200		200
Storage Blk Time (%)	0		
Queuing Penalty (veh)	0		

Intersection: 4: Audrey Avenue & CSAH 42

Movement	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB	SB
Directions Served	L	T	T	R	L	T	T	R	L	T	R	L
Maximum Queue (ft)	111	179	204	15	121	181	190	48	24	12	18	59
Average Queue (ft)	39	55	57	3	47	48	50	10	6	1	1	20
95th Queue (ft)	88	125	130	12	101	135	142	31	21	7	9	49
Link Distance (ft)		3918	3918			1692	1692			2042		
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	300			380	300			300	250		250	250
Storage Blk Time (%)												
Queuing Penalty (veh)												

Intersection: 4: Audrey Avenue & CSAH 42

Movement	SB	SB
Directions Served	L	R
Maximum Queue (ft)	68	21
Average Queue (ft)	35	4
95th Queue (ft)	64	17
Link Distance (ft)		
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)	250	250
Storage Blk Time (%)		
Queuing Penalty (veh)		

Queuing and Blocking Report
AM Peak Hour

2040 Build Mitigation (Plus RVGC and other industrial)

AM Peak Hour

Intersection: 5: CR 73 & CSAH 42

Movement	EB	EB	EB	EB	WB	WB	WB	NB	NB	NB	SB	SB
Directions Served	L	T	T	R	T	T	R	L	T	R	L	T
Maximum Queue (ft)	153	246	229	36	239	251	51	197	60	28	568	772
Average Queue (ft)	60	119	113	5	95	93	10	104	16	8	360	122
95th Queue (ft)	124	208	201	21	198	201	34	179	47	23	561	674
Link Distance (ft)		2631	2631		3918	3918			2239			2010
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	320			250			260	240		240	400	
Storage Blk Time (%)			0			0		0			15	
Queuing Penalty (veh)			0			0		0			49	

Intersection: 5: CR 73 & CSAH 42

Movement	SB
Directions Served	R
Maximum Queue (ft)	271
Average Queue (ft)	90
95th Queue (ft)	192
Link Distance (ft)	
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	270
Storage Blk Time (%)	0
Queuing Penalty (veh)	1

Intersection: 6: CSAH 71 & Connemara Trail

Movement	EB	WB	NB
Directions Served	R	R	L
Maximum Queue (ft)	40	22	51
Average Queue (ft)	16	4	7
95th Queue (ft)	36	17	31
Link Distance (ft)	578	1038	
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)			300
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 7: Bigfoot Access/Street A & CSAH 42

Movement	EB	WB	SB
Directions Served	L	R	R
Maximum Queue (ft)	55	13	23
Average Queue (ft)	17	1	3
95th Queue (ft)	44	8	15
Link Distance (ft)			304
Upstream Blk Time (%)			
Queuing Penalty (veh)			
Storage Bay Dist (ft)	300	300	
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 8: Audrey Avenue & Connemara Trail

Movement	EB	EB	WB	WB	NB	NB
Directions Served	T	R	L	T	L	R
Maximum Queue (ft)	18	48	59	18	28	57
Average Queue (ft)	1	25	25	2	8	28
95th Queue (ft)	9	46	50	13	27	48
Link Distance (ft)	767			521	624	
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)		150	200		150	
Storage Blk Time (%)						
Queuing Penalty (veh)						

Network Summary

Network wide Queuing Penalty: 56

1: TH 52 Northbound Ramps & CSAH 42 Performance by movement

Movement	EBL	EBT	WBT	WBR	NBL	NBT	NBR	All
Denied Del/Veh (s)	0.1	0.0	0.0	0.0	0.3	0.3	3.9	0.1
Total Del/Veh (s)	45.1	6.6	22.6	10.2	58.3	62.4	6.6	31.8

2: TH 52 Southbound Ramps & CSAH 42 Performance by movement

Movement	EBT	EBR	WBL	WBT	SBL	SBT	SBR	All
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	1.7	1.9	3.5	1.0
Total Del/Veh (s)	17.5	13.2	75.5	4.5	51.1	31.2	9.6	14.5

3: CSAH 71 & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	0.1	0.0		0.0	0.0	0.2	0.9	0.3	0.9	0.1	0.0	0.1
Total Del/Veh (s)	65.7	10.0		71.4	17.2	11.4	53.3	61.6	16.9	51.0	23.7	23.7

3: CSAH 71 & CSAH 42 Performance by movement

Movement	All
Denied Del/Veh (s)	0.1
Total Del/Veh (s)	18.6

4: Audrey Avenue & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	0.0	0.0	0.0	0.0	0.0	0.1	2.0	0.1	2.0	0.1	0.0	0.1
Total Del/Veh (s)	67.3	10.3	5.8	57.3	7.9	4.0	49.7	54.8	12.7	46.5	2.2	14.0

4: Audrey Avenue & CSAH 42 Performance by movement

Movement	All
Denied Del/Veh (s)	0.1
Total Del/Veh (s)	12.8

5: CR 73 & CSAH 42 Performance by movement

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Denied Del/Veh (s)	1.9	0.2	1.8	0.0	0.0	0.1	3.2	0.5	3.1	3.1	1.5	3.1
Total Del/Veh (s)	58.2	14.8	2.3	93.7	34.9	15.4	58.1	66.4	7.5	57.1	40.6	28.6

5: CR 73 & CSAH 42 Performance by movement

Movement	All
Denied Del/Veh (s)	1.0
Total Del/Veh (s)	32.4

6: CSAH 71 & Connemara Trail Performance by movement

Movement	EBR	WBR	NBL	NBT	NBR	SBL	SBT	SBR	All
Denied Del/Veh (s)	0.2	0.1	0.1	0.0	0.8	3.3	0.2	4.2	0.2
Total Del/Veh (s)	7.6	5.8	5.2	1.7	0.4	3.8	0.5	0.0	4.0

7: Bigfoot Access/Street A & CSAH 42 Performance by movement

Movement	EBL	EBT	WBT	WBR	SBR	All
Denied Del/Veh (s)	0.1	0.0	0.0	0.0	0.1	0.0
Total Del/Veh (s)	12.1	2.5	3.4	3.9	12.3	3.2

8: Audrey Avenue & Connemara Trail Performance by movement

Movement	EBT	EBR	WBL	WBT	NBL	NBT	NBR	All
Denied Del/Veh (s)		4.2	3.9	0.7	0.0	0.0	0.1	3.1
Total Del/Veh (s)		6.4	6.4	4.6	5.9	0.3	5.9	6.3

Total Network Performance

Movement	EBT	EBR	WBL	WBT	NBL	NBT	NBR	All
Denied Del/Veh (s)				1.7				
Total Del/Veh (s)				68.0				

Intersection: 1: TH 52 Northbound Ramps & CSAH 42

Movement	EB	EB	EB	EB	WB	WB	WB	NB	NB
Directions Served	L	L	T	T	T	T	R	LT	R
Maximum Queue (ft)	472	478	177	114	176	170	159	206	65
Average Queue (ft)	310	316	30	23	77	80	46	106	20
95th Queue (ft)	436	441	112	76	144	148	109	185	55
Link Distance (ft)	525	525	525	525	1014	1014		957	
Upstream Blk Time (%)	0	0	0						
Queuing Penalty (veh)	0	0	0						
Storage Bay Dist (ft)							300		270
Storage Blk Time (%)								0	
Queuing Penalty (veh)								0	

Intersection: 2: TH 52 Southbound Ramps & CSAH 42

Movement	EB	EB	EB	WB	WB	WB	SB	SB
Directions Served	T	T	R	L	T	T	LT	R
Maximum Queue (ft)	320	366	83	93	81	78	273	306
Average Queue (ft)	89	124	27	29	6	3	99	116
95th Queue (ft)	217	256	58	76	40	29	204	252
Link Distance (ft)	4813	4813		525	525	525	775	
Upstream Blk Time (%)								
Queuing Penalty (veh)								
Storage Bay Dist (ft)			300					360
Storage Blk Time (%)		1					0	0
Queuing Penalty (veh)		2					1	0

Intersection: 3: CSAH 71 & CSAH 42

Movement	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB	SB	SB
Directions Served	L	T	T	L	T	T	R	L	T	R	L	L
Maximum Queue (ft)	118	215	213	14	240	238	39	109	31	119	146	160
Average Queue (ft)	37	83	94	1	108	117	12	30	8	53	75	88
95th Queue (ft)	85	174	191	8	202	209	33	74	26	97	127	138
Link Distance (ft)		2068	2068		4813	4813			2748			
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	300			270			180	300		300	200	200
Storage Blk Time (%)					0	2						
Queuing Penalty (veh)					0	1						

Intersection: 3: CSAH 71 & CSAH 42

Movement	SB	SB
Directions Served	T	R
Maximum Queue (ft)	20	143
Average Queue (ft)	2	56
95th Queue (ft)	11	113
Link Distance (ft)	2550	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		200
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 4: Audrey Avenue & CSAH 42

Movement	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB	SB
Directions Served	L	T	T	R	L	T	T	R	L	T	R	L
Maximum Queue (ft)	32	172	166	14	21	217	245	111	92	17	108	145
Average Queue (ft)	8	63	60	1	2	67	81	8	35	1	40	63
95th Queue (ft)	25	134	133	7	11	160	178	72	77	7	79	126
Link Distance (ft)		3918	3918			1692	1692			2042		
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	300			380	300			300	250		250	250
Storage Blk Time (%)						0	0					
Queuing Penalty (veh)						0	0					

Intersection: 4: Audrey Avenue & CSAH 42

Movement	SB	SB
Directions Served	L	R
Maximum Queue (ft)	156	60
Average Queue (ft)	84	19
95th Queue (ft)	139	45
Link Distance (ft)		
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)	250	250
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 5: CR 73 & CSAH 42

Movement	EB	EB	EB	EB	WB	WB	WB	WB	NB	NB	NB	SB
Directions Served	L	T	T	R	L	T	T	R	L	T	R	L
Maximum Queue (ft)	310	248	250	19	17	490	483	384	190	53	49	450
Average Queue (ft)	166	98	97	1	2	223	222	48	79	12	14	233
95th Queue (ft)	269	203	201	8	11	403	400	183	159	39	34	402
Link Distance (ft)		2631	2631			3918	3918			2239		
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	320			250	360			260	240		240	400
Storage Blk Time (%)	0	0	0			2	7					2
Queuing Penalty (veh)	1	0	0			0	17					6

Intersection: 5: CR 73 & CSAH 42

Movement	SB	SB
Directions Served	T	R
Maximum Queue (ft)	157	349
Average Queue (ft)	6	168
95th Queue (ft)	80	291
Link Distance (ft)	2010	
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		270
Storage Blk Time (%)	0	1
Queuing Penalty (veh)	0	4

Intersection: 6: CSAH 71 & Connemara Trail

Movement	EB	WB	NB	SB
Directions Served	R	R	L	L
Maximum Queue (ft)	89	23	39	6
Average Queue (ft)	41	2	8	0
95th Queue (ft)	72	11	31	4
Link Distance (ft)	578	1038		
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)			300	300
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 7: Bigfoot Access/Street A & CSAH 42

Movement	EB	SB
Directions Served	L	R
Maximum Queue (ft)	39	64
Average Queue (ft)	9	21
95th Queue (ft)	32	46
Link Distance (ft)		304
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)	300	
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 8: Audrey Avenue & Connemara Trail

Movement	EB	EB	WB	WB	NB	NB
Directions Served	T	R	L	T	L	R
Maximum Queue (ft)	12	47	73	19	24	36
Average Queue (ft)	0	24	39	0	10	17
95th Queue (ft)	0	47	59	6	29	35
Link Distance (ft)	767			521	624	
Upstream Blk Time (%)						
Queuing Penalty (veh)						
Storage Bay Dist (ft)		150	200		150	
Storage Blk Time (%)						
Queuing Penalty (veh)						

Network Summary

Network wide Queuing Penalty: 34

Appendix C

Greenhouse Gas Quantification

Emissions Summary

Guidance

The total GHG emissions from each source category are provided below. You may also use this summary sheet to fill out the *Annual GHG Inventory Summary and Goal Tracking Form* as this calculator only quantifies one year of emissions at a time.

<https://www.epa.gov/climateleadership/center-corporate-climate-leadership-annual-ghg-inventory-summary-and-goal-tracking>

By entering the data below into the appropriate cell of the *Annual GHG Inventory Summary and Goal Tracking Form*, you will be able to compare multiple years of data.

If you have multiple Calculator files covering sub-sets of your inventory for a particular reporting period, sum each of the emission categories (e.g. Stationary Combustion) to an organizational total, which then can be entered into the *Annual GHG Inventory Summary and Goal Tracking Form*.

(A) Enter organization information into the orange cells. Other cells on this sheet will be automatically calculated from the data entered in the sheets in this workbook. Blue cells indicate required emission sources if applicable. Green cells indicate scope 3 emission sources and offsets, which organizations may optionally include in their inventory.

(B) The "Go To Sheet" buttons can be used to navigate to the data entry sheets.

Organizational Information:

Organization Name:	Rosemount Industrial AUAR - Existing Emissions		
Organization Address:			
Inventory Reporting Period:	e.g., Calendar Year 2020, Fiscal Year 2020		
	Start:	MM/DD/YY	End: MM/DD/YY
Name of Preparer:	Kimley-Horn		
Phone Number of Preparer:			
Date Prepared:	6/15/2023		

Summary of Organization's Emissions:

Scope 1 Emissions

Go To Sheet	Stationary Combustion	33	CO ₂ -e (metric tons)
Go To Sheet	Mobile Sources	0	CO ₂ -e (metric tons)
Go To Sheet	Refrigeration / AC Equipment Use	0	CO ₂ -e (metric tons)
Go To Sheet	Fire Suppression	0	CO ₂ -e (metric tons)
Go To Sheet	Purchased Gases	0	CO ₂ -e (metric tons)

Location-Based Scope 2 Emissions

Go To Sheet	Purchased and Consumed Electricity	49	CO ₂ -e (metric tons)
Go To Sheet	Purchased and Consumed Steam	0	CO ₂ -e (metric tons)

Market-Based Scope 2 Emissions

Go To Sheet	Purchased and Consumed Electricity	49	CO ₂ -e (metric tons)
Go To Sheet	Purchased and Consumed Steam	0	CO ₂ -e (metric tons)

Total organization Emissions

Total Scope 1 & Location-Based Scope 2	83	CO ₂ -e (metric tons)
Total Scope 1 & Market-Based Scope 2	83	CO ₂ -e (metric tons)

Reductions

Go To Sheet	Offsets	0	CO ₂ -e (metric tons)
	Net Scope 1 and 2 Location-Based Emissions	83	CO ₂ -e (metric tons)
	Net Scope 1 and 2 Market-Based Emissions	83	CO ₂ -e (metric tons)

Scope 3 Emissions

Go To Sheet	Employee Business Travel	0	CO ₂ -e (metric tons)
Go To Sheet	Employee Commuting	0	CO ₂ -e (metric tons)
Go To Sheet	Product Transport	0	CO ₂ -e (metric tons)
Go To Sheet	Waste	10	CO ₂ -e (metric tons)

Required Supplemental Information

Go To Sheet	Biomass CO ₂ Emissions from Stationary Sources	0	CO ₂ -e (metric tons)
Go To Sheet	Biomass CO ₂ Emissions from Mobile Sources	0	CO ₂ -e (metric tons)

Operational Boundary Questions - Emissions Sources to Include

Guidance

Use the questions below to help you determine which emissions sources should be included in the inventory.

Emissions Source Questions

A typical office-based organization will likely have the following (scope 1 and scope 2) emissions sources:

- Stationary Combustion
- Refrigeration and AC
- Electricity

If you answer "yes" to a question below, that emissions source should be included in your inventory. For each facility within the defined organizational boundary, collect the necessary data for the selected time period. Use the corresponding Excel sheet to quantify these emissions.

Tip: you may need to ask your landlord about heating sources, steam purchased and refrigerants

Stationary Combustion	Yes or No?
Do you have facilities that burn fuels on-site (e.g., natural gas, propane, coal, fuel oil for heating, diesel fuel for backup generators, biomass fuels)?	Y
Mobile Sources	
Do any vehicles fall within your organizational boundary? This can include cars, trucks, propane forklifts, aircraft, boats. Only vehicles owned or leased by your organization should be included here.	N
Refrigeration and Air Conditioning	
Do your facilities use refrigeration or air conditioning equipment?	N
Fire Suppression	
Do your facilities use chemical fire suppressants?	N
Purchased Gases	
Do you purchase any industrial gases for use in your business? These gases may be purchased for use in manufacturing, testing, or laboratories.	N
Waste Gases	
Are VOCs combusted in thermal oxidizers in your facilities?	N
Do you flare any gases on-site?	?
Electricity	
Does your inventory include facilities that use electricity?	Y
Steam	
Do you purchase steam for heating or cooling in your facilities?	N
Market-Based Emission Factors (entered on Electricity and or Steam tabs)	
Do you purchase renewable energy certificates (RECs) or green power products? Do you purchase electricity through a power purchase agreement (PPA)? Do you have supplier-specific emission factors?	?

The questions below refer to scope 3 emissions sources and offsets. If you answer "yes" you may choose whether or not to include these emissions sources in your inventory. Use the corresponding sheet to enter data.

Business Travel	Yes or No?
Do your employees travel for business using transportation other than owned or leased vehicles (e.g., commercial airline flights, rental cars, trains)?	?
Employee Commuting	
Do your employees commute to work in personal vehicles or use public transportation?	?
Product Transport	
Do you hire another company to transport products or other materials to or from your facilities?	?
Waste Generated in Operations	
Do you generate waste that is disposed of in a facility owned by another organization?	?
Offsets	
Do you purchase greenhouse gas offsets?	?

GHG Emissions

Total Organization-Wide Stationary Source Combustion by Fuel Type

Fuel Type	Quantity Combusted	Units
Anthracite Coal	0	short tons
Bituminous Coal	0	short tons
Sub-bituminous Coal	0	short tons
Lignite Coal	0	short tons
Natural Gas	613,271	scf
Distillate Fuel Oil No. 2	0	gallons
Residual Fuel Oil No. 6	0	gallons
Kerosene	0	gallons
Liquefied Petroleum Gases (LPG)	0	gallons
Wood and Wood Residuals	0	short tons
Landfill Gas	0	scf

Total Organization-Wide CO₂, CH₄ and N₂O Emissions from Stationary Source Fuel Combustion

Fuel Type	CO ₂ (kg)	CH ₄ (g)	N ₂ O (g)
Anthracite Coal	0.0	0.0	0.0
Bituminous Coal	0.0	0.0	0.0
Sub-bituminous Coal	0.0	0.0	0.0
Lignite Coal	0.0	0.0	0.0
Natural Gas	33,386.5	631.7	61.3
Distillate Fuel Oil No. 2	0.0	0.0	0.0
Residual Fuel Oil No. 6	0.0	0.0	0.0
Kerosene	0.0	0.0	0.0
Liquefied Petroleum Gases (LPG)	0.0	0.0	0.0
Total Fossil Fuel Emissions	33,386.5	631.7	61.3
Wood and Wood Residuals	0.0	0.0	0.0
Landfill Gas	0.0	0.0	0.0
Total Non-Fossil Fuel Emissions	0.0	0.0	0.0
Total Emissions for all Fuels	33,386.5	631.7	61.3

Total CO₂ Equivalent Emissions (metric tons) - Stationary Combustion

33.4

Total Biomass CO₂ Equivalent Emissions (metric tons) - Stationary Combustion

0.0

- Help - Market-Based Method

Table 1. Total Amount of Electricity Purchased by eGRID Subregion

EPA Climate Leaders Simplified GHG Emissions Calculator (Indirect 1.0)

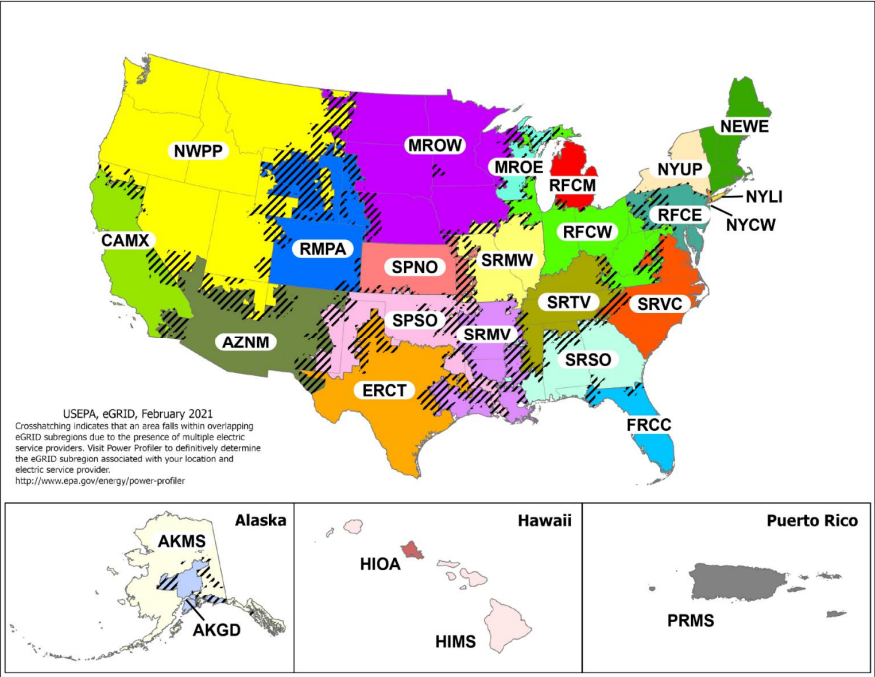
CO ₂ Equivalent Emissions (metric tons)	
Location-Based Electricity Emissions	49.2
Market-Based Electricity Emissions	49.2

Notes:

1. CO₂, CH₄, and N₂O emissions are estimated using methodology provided in EPA's Center for Corporate Climate Leadership Greenhouse Gas Inventory Guidance

- Indirect Emissions from Purchased Electricity (January 2016).

Figure 1. EPA eGRID2019, February 2021.



Scope 3 Emissions from Waste

Guidance

- (A) Enter annual waste data in ORANGE cells. Example entry is shown in first row (*GREEN Italics*).
- (B) Choose the appropriate material and disposal method from the drop down options. For the average-data method, use one of the mixed material types, such as mixed MSW. If the exact waste material is not available, consider an appropriate proxy. For example, dimensional lumber can be used as a proxy for wood furniture.
- (C) Choose an appropriate disposal method. Note that not all disposal methods are available for all materials. If there is a #NA or # Value error in the emissions column, you must pick a new material type or appropriate disposal method.

Table 1. Waste Disposal Weight by Waste Material and Disposal Method (CO₂, CH₄ and N₂O)

[illegible]

Total Emissions by Disposal Method

Waste Material	CO ₂ e (kg)
Recycled	2,586
Landfilled	-
Combusted	7,826
Composted	-
Anaerobically Digested (Dry Digestate with Curing)	-
Anaerobically Digested (Wet Digestate with Curing)	-

Total CO ₂ Equivalent Emissions (metric tons) - Waste	10.4
--	------

Emissions Summary

Guidance

The total GHG emissions from each source category are provided below. You may also use this summary sheet to fill out the *Annual GHG Inventory Summary and Goal Tracking Form* as this calculator only quantifies one year of emissions at a time.

<https://www.epa.gov/climateleadership/center-corporate-climate-leadership-annual-ghg-inventory-summary-and-goal-tracking>

By entering the data below into the appropriate cell of the *Annual GHG Inventory Summary and Goal Tracking Form*, you will be able to compare multiple years of data.

If you have multiple Calculator files covering sub-sets of your inventory for a particular reporting period, sum each of the emission categories (e.g. Stationary Combustion) to an organizational total, which then can be entered into the *Annual GHG Inventory Summary and Goal Tracking Form*.

(A) Enter organization information into the orange cells. Other cells on this sheet will be automatically calculated from the data entered in the sheets in this workbook. Blue cells indicate required emission sources if applicable. Green cells indicate scope 3 emission sources and offsets, which organizations may optionally include in their inventory.

(B) The "Go To Sheet" buttons can be used to navigate to the data entry sheets.

Organizational Information:

Organization Name:	Rosemount Industrial AUAR - Proposed Emissions		
Organization Address:			
Inventory Reporting Period:	e.g., Calendar Year 2020, Fiscal Year 2020		
	Start:	MM/DD/YY	End: MM/DD/YY
Name of Preparer:	Kimley-Horn		
Phone Number of Preparer:			
Date Prepared:	6/15/2023		

Summary of Organization's Emissions:

Scope 1 Emissions

	Stationary Combustion	1,978	CO ₂ -e (metric tons)
	Mobile Sources	36,544	CO ₂ -e (metric tons)
	Refrigeration / AC Equipment Use	0	CO ₂ -e (metric tons)
	Fire Suppression	0	CO ₂ -e (metric tons)
	Purchased Gases	0	CO ₂ -e (metric tons)

Location-Based Scope 2 Emissions

	Purchased and Consumed Electricity	6,360	CO ₂ -e (metric tons)
	Purchased and Consumed Steam	0	CO ₂ -e (metric tons)

Market-Based Scope 2 Emissions

	Purchased and Consumed Electricity	6,360	CO ₂ -e (metric tons)
	Purchased and Consumed Steam	0	CO ₂ -e (metric tons)

Total organization Emissions

	Total Scope 1 & Location-Based Scope 2	44,882	CO ₂ -e (metric tons)
	Total Scope 1 & Market-Based Scope 2	44,882	CO ₂ -e (metric tons)

Reductions

	Offsets	0	CO ₂ -e (metric tons)
	Net Scope 1 and 2 Location-Based Emissions	44,882	CO ₂ -e (metric tons)
	Net Scope 1 and 2 Market-Based Emissions	44,882	CO ₂ -e (metric tons)

Scope 3 Emissions

	Employee Business Travel	0	CO ₂ -e (metric tons)
	Employee Commuting	0	CO ₂ -e (metric tons)
	Product Transport	0	CO ₂ -e (metric tons)
	Waste	6,900	CO ₂ -e (metric tons)

Required Supplemental Information

	Biomass CO ₂ Emissions from Stationary Sources	0	CO ₂ -e (metric tons)
	Biomass CO ₂ Emissions from Mobile Sources	0	CO ₂ -e (metric tons)

Operational Boundary Questions - Emissions Sources to Include

Guidance

Use the questions below to help you determine which emissions sources should be included in the inventory.

Emissions Source Questions

A typical office-based organization will likely have the following (scope 1 and scope 2) emissions sources:

- Stationary Combustion
- Refrigeration and AC
- Electricity

If you answer "yes" to a question below, that emissions source should be included in your inventory. For each facility within the defined organizational boundary, collect the necessary data for the selected time period. Use the corresponding Excel sheet to quantify these emissions.

Tip: you may need to ask your landlord about heating sources, steam purchased and refrigerants

Stationary Combustion	Yes or No?
Do you have facilities that burn fuels on-site (e.g., natural gas, propane, coal, fuel oil for heating, diesel fuel for backup generators, biomass fuels)?	N
Mobile Sources	
Do any vehicles fall within your organizational boundary? This can include cars, trucks, propane forklifts, aircraft, boats. Only vehicles owned or leased by your organization should be included here.	Y
Refrigeration and Air Conditioning	
Do your facilities use refrigeration or air conditioning equipment?	N
Fire Suppression	
Do your facilities use chemical fire suppressants?	N
Purchased Gases	
Do you purchase any industrial gases for use in your business? These gases may be purchased for use in manufacturing, testing, or laboratories.	N
Waste Gases	
Are VOCs combusted in thermal oxidizers in your facilities?	N
Do you flare any gases on-site?	N
Electricity	
Does your inventory include facilities that use electricity?	Y
Steam	
Do you purchase steam for heating or cooling in your facilities?	N
Market-Based Emission Factors (entered on Electricity and or Steam tabs)	
Do you purchase renewable energy certificates (RECs) or green power products? Do you purchase electricity through a power purchase agreement (PPA)? Do you have supplier-specific emission factors?	N

The questions below refer to scope 3 emissions sources and offsets. If you answer "yes" you may choose whether or not to include these emissions sources in your inventory. Use the corresponding sheet to enter data.

Business Travel	Yes or No?
Do your employees travel for business using transportation other than owned or leased vehicles (e.g., commercial airline flights, rental cars, trains)?	?
Employee Commuting	
Do your employees commute to work in personal vehicles or use public transportation?	?
Product Transport	
Do you hire another company to transport products or other materials to or from your facilities?	?
Waste Generated in Operations	
Do you generate waste that is disposed of in a facility owned by another organization?	?
Offsets	
Do you purchase greenhouse gas offsets?	?

Scope 1 Emissions from Stationary Combustion Sources

Guidance

- (A) Enter annual data for each combustion unit, facility, or site (by fuel type) in ORANGE cells on **Table 1**. Example entry is shown in first row (*GREEN Italics*).
- Select "Fuel Combusted" from drop down box.
 - Enter "Quantity Combusted" and choose the appropriate units from the drop down box in the unit column. If it's necessary to convert units, common heat contents can be found on the "Heat Content" sheet and unit conversions on the "Unit Conversion" sheet.
- (B) If fuel is consumed in a facility but stationary fuel consumption data are not available, an estimate should be made for completeness. See the "Items to Note" section of the Help sheet for suggested estimation approaches.
- (C) Biomass CO₂ emissions are not reported in the total emissions, but are reported separately at the bottom of the sheet.

Table 1. Stationary Source Fuel Combustion

[illegible]

GHG Emissions

Total Organization-Wide Stationary Source Combustion by Fuel Type

Fuel Type	Quantity Combusted	Units
Anthracite Coal	0	short tons
Bituminous Coal	0	short tons
Sub-bituminous Coal	0	short tons
Lignite Coal	0	short tons
Natural Gas	36,304,094	scf
Distillate Fuel Oil No. 2	0	gallons
Residual Fuel Oil No. 6	0	gallons
Kerosene	0	gallons
Liquefied Petroleum Gases (LPG)	0	gallons
Wood and Wood Residuals	0	short tons
Landfill Gas	0	scf

Total Organization-Wide CO₂, CH₄ and N₂O Emissions from Stationary Source Fuel Combustion

Fuel Type	CO ₂ (kg)	CH ₄ (g)	N ₂ O (g)
Anthracite Coal	0.0	0.0	0.0
Bituminous Coal	0.0	0.0	0.0
Sub-bituminous Coal	0.0	0.0	0.0
Lignite Coal	0.0	0.0	0.0
Natural Gas	1,976,394.9	37,393.2	3,630.4
Distillate Fuel Oil No. 2	0.0	0.0	0.0
Residual Fuel Oil No. 6	0.0	0.0	0.0
Kerosene	0.0	0.0	0.0
Liquefied Petroleum Gases (LPG)	0.0	0.0	0.0
Total Fossil Fuel Emissions	1,976,394.9	37,393.2	3,630.4
Wood and Wood Residuals	0.0	0.0	0.0
Landfill Gas	0.0	0.0	0.0
Total Non-Fossil Fuel Emissions	0.0	0.0	0.0
Total Emissions for all Fuels	1,976,394.9	37,393.2	3,630.4

Total CO₂ Equivalent Emissions (metric tons) - Stationary Combustion

1,978.4

Total Biomass CO₂ Equivalent Emissions (metric tons) - Stationary Combustion

0.0

Reference Table: Average Fuel Economy by Vehicle Type

Vehicle Type	Average Fuel Economy (mpg)
Passenger Cars	
Motorcycles	
Diesel Buses (Diesel Heavy-Duty Vehicles)	
Other 2-axle, 4-Tire Vehicles	
Single unit 2-Axle 6-Tire or More Trucks	
Combination Trucks	

GHG Emissions

Total Organization-Wide Mobile Source Fuel Usage and CO₂ Emissions (On-Road and Off-Road Vehicles)

Fuel Type	Fuel Usage
Motor Gasoline	371,349
Diesel Fuel	2,218,854
Residual Fuel Oil	0
Aviation Gasoline	0
Kerosene-Type Jet Fuel	0
Liquefied Petroleum Gas (LPG)	1,752,000
Ethanol	0
Biodiesel	0
Liquefied Natural Gas (LNG)	0
Compressed Natural Gas (CNG)	0

Total Organization-Wide On-Road Gasoline Mobile Source Mileage and CH₄/N₂O Emissions

Vehicle Type	Vehicle Year	Mileage (miles)
Passenger Cars - Gasoline	1984-93	0
	1994	0
	1995	0
	1996	0
	1997	0
	1998	0
	1999	0
	2000	0
	2001	0
	2002	0
	2003	0
	2004	0
	2005	0
	2006	0
	2007	4,368
	2008	0
	2009	0
	2010	0
	2011	0
	2012	0
	2013	0
Light-Duty Trucks - Gasoline (Vans, Pickup Trucks, SUVs)	2014	0
	2015	0
	2016	0
	2017	0
	2018	0
	1987-93	0
	1994	0

	1995	0
	1996	0
	1997	0
	1998	0
	1999	0
	2000	0
	2001	0
	2002	0
	2003	0
	2004	0
	2005	0
	2006	0
	2007	1,560
	2008	0
	2009	0
	2010	0
	2011	0
	2012	0
	2013	0
	2014	0
	2015	0
	2016	0
	2017	0
	2018	0
Heavy-Duty Vehicles - Gasoline	1985-86	0
	1987	0
	1988-1989	0
	1990-1995	0
	1996	0
	1997	0
	1998	0
	1999	0
	2000	0
	2001	0
	2002	0
	2003	0
	2004	0
	2005	0
	2006	0
	2007	0
	2008	0
	2009	0
	2010	0
	2011	0
	2012	0
	2013	0
	2014	0
	2015	0
	2016	0
	2017	0
	2018	0
Motorcycles - Gasoline	1960-1995	0
	1996-present	0

Total Organization-Wide On-Road Non-Gasoline Mobile Source Mileage and CH₄/N₂O Emissions

Vehicle Type	Fuel Type	Vehicle Year	Mileage (miles)
Passenger Cars - Diesel	Diesel	1960-1982	0
		1983-1995	0
		1996-2006	0
		2007-2018	0
Light-Duty Trucks - Diesel	Diesel	1960-1982	0
		1983-1995	0

Light-Duty Trucks - Diesel	Diesel	1996-2006	0
		2007-2018	0
Medium- and Heavy-Duty Vehicles	Diesel	1960-2006	0
		2007-2018	1,560
Light-Duty Cars	Methanol		0
	Ethanol		0
	CNG		0
	LPG		0
	Biodiesel		0
Light-Duty Trucks	Ethanol		0
	CNG		0
	LPG		0
	LNG		0
	Biodiesel		0
Medium-Duty Trucks	CNG		0
	LPG		0
	LNG		0
	Biodiesel		0
Heavy-Duty Trucks	Methanol		0
	Ethanol		0
	CNG		0
	LPG		0
	LNG		0
	Biodiesel		0
Buses	Methanol		0
	Ethanol		0
	CNG		0
	LPG		0
	LNG		0
	Biodiesel		0

Total Organization-Wide Non-Road Mobile Source Fuel Usage and CH₄/N₂O Emissions

Vehicle Type	Fuel Type	Fuel Usage (gallons)	CH ₄ (g)
Ships and Boats	Residual Fuel Oil	-	-
	Gasoline (2 stroke)	-	-
	Gasoline (4 stroke)	-	-
	Diesel	-	-
Locomotives	Diesel	-	-
Aircraft	Jet Fuel	-	-
	Aviation Gasoline	-	-
Agricultural Equipment	Gasoline (2 stroke)	-	-
	Gasoline (4 stroke)	-	-
	Diesel	-	-
	LPG	-	-
Agricultural Offroad Trucks	Gasoline	-	-
	Diesel	-	-
Construction/Mining Equipment	Gasoline (2 stroke)	367,648	4,566,187
	Gasoline (4 stroke)	-	-
	Diesel	1,313,028	262,606
	LPG	-	-
Construction/Mining Offroad Trucks	Gasoline	-	-
	Diesel	-	-
Lawn and Garden Equipment	Gasoline (2 stroke)	-	-
	Gasoline (4 stroke)	-	-
	Diesel	-	-
	LPG	-	-
Airport Equipment	Gasoline	-	-
	Diesel	-	-
	LPG	-	-
Industrial/Commercial Equipment	Gasoline (2 stroke)	-	-
	Gasoline (4 stroke)	-	-

Industrial/Commercial Equipment	Diesel	903,200	207,736
	LPG	1,752,000	770,880
Logging Equipment	Gasoline (2 stroke)	-	-
	Gasoline (4 stroke)	-	-
	Diesel	-	-
Railroad Equipment	Gasoline	-	-
	Diesel	-	-
	LPG	-	-
Recreational Equipment	Gasoline (2 stroke)	-	-
	Gasoline (4 stroke)	-	-
	Diesel	-	-
	LPG	-	-

Total CO₂ Equivalent Emissions (metric tons) - Mobile Sources

Total Biomass CO₂ Equivalent Emissions (metric tons) - Mobile Sources

Notes:

1. Average mpg values from the U.S. Department of Transportation, Federal Highway Administration, Highway Statistics 2019 (Nov 2020), Table VM-1.

See Table below).

%

%

of the sheet.

[illegible]

Units	CO ₂ (kg)
gallons	3,260,446.0
gallons	22,654,503.6
gallons	0.0
gallons	0.0
gallons	0.0
gallons	9,951,360.0
gallons	0.0
gallons	0.0
gallons	0.0
scf	0.0

[illegible]

Scope 2 Emissions from Purchase of Electricity



Guidance

The Indirect Emissions from Purchased Electricity Guidance document provides guidance for quantifying two scope 2 emissions totals, using a **location-based method** and a **market-based method**. The organization should quantify and report both totals in its GHG inventory. The location-based method considers average emission factors for the electricity grids that provide electricity. The market-based method considers contractual arrangements under which the organization procures electricity from specific sources, such as renewable energy.

- (A) Enter total annual electricity purchased in kWh and each eGRID subregion for each facility or site in ORANGE cells of **Table 1**.
(B) If electricity consumption data are not available for a facility, an estimate should be made for completeness.
See the "Items to Note" section of the Help sheet for suggested estimation approaches.
(C) Select "eGRID subregion" from drop box and enter "Electricity Purchased."
- Use map (Figure 1) at bottom of sheet to determine appropriate eGRID subregion. If subregion cannot be determined from the map, find the correct subregion by entering the location's zip code into EPA's Power Profiler:

- (D) See the market-based emission factor hierarchy on the market-based method Help sheet. If any of the first four types of emission factors are applicable, enter the factors in the yellow cells marked as "<enter factor>". If not, leave the yellow cells as is, and eGRID subregion factors will be used for market-based emissions.

Example entry is shown in first row (*GREEN Italics*) for a facility that purchases RECs for 100% of its consumption, and therefore has a market-based emission factor of 0.

Help - Marke

Tips: Enter electricity usage by location and then look up the eGRID subregion for each location.

If you purchase renewable energy that is less than 100% of your site's electricity, see the example in the market-based method Help sheet.

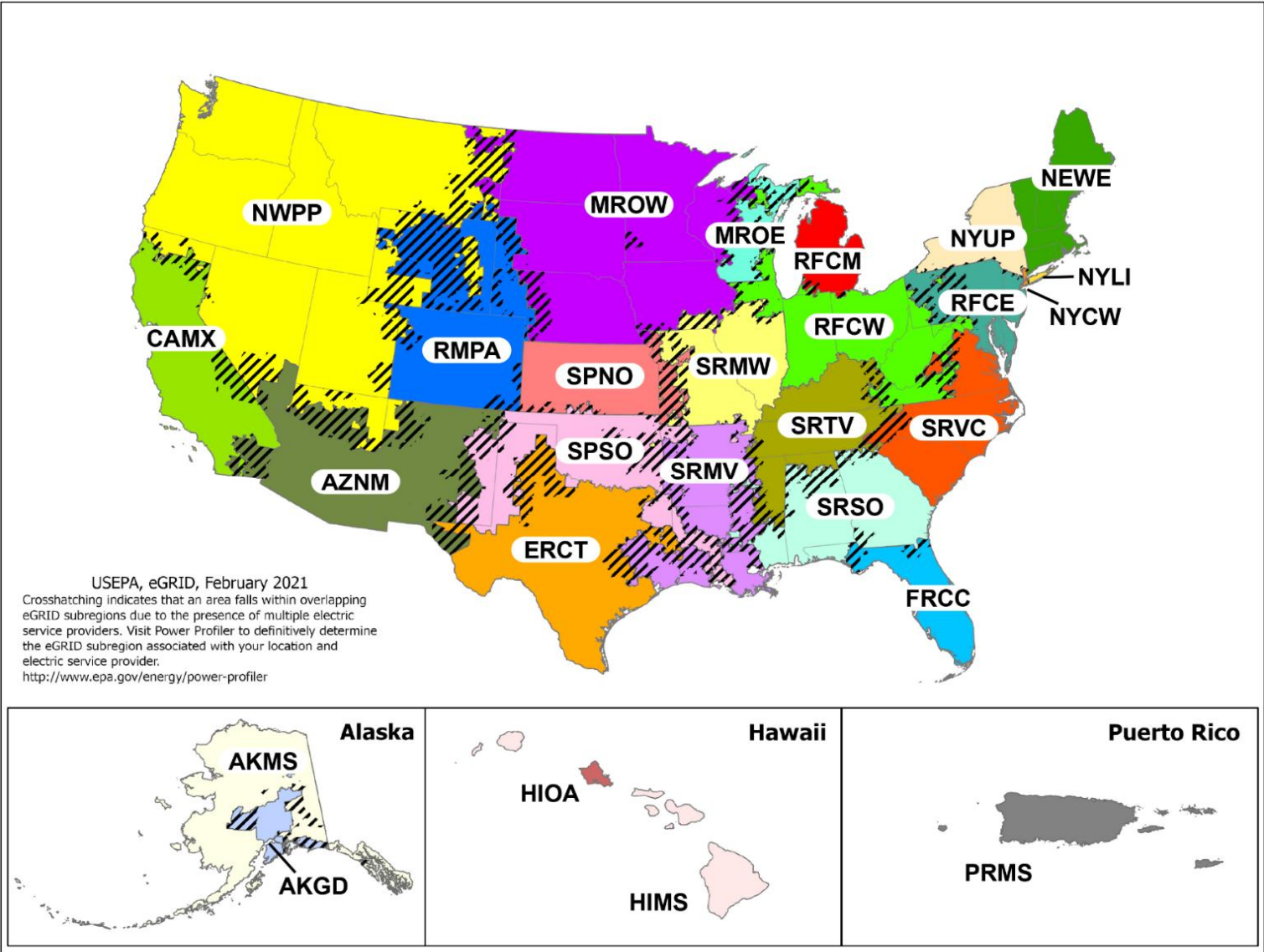
Table 1. Total Amount of Electricity Purchased by eGRID Subregion

[illegible]

CO ₂ Equivalent Emissions (metric tons)	
Location-Based Electricity Emissions	6,359.8
Market-Based Electricity Emissions	6,359.8

- Notes:
- CO₂, CH₄ and N₂O emissions are estimated using methodology provided in EPA's Center for Corporate Climate Leadership Greenhouse Gas Inventory Guidance
- Indirect Emissions from Purchased Electricity (January 2016).

Figure 1. EPA eGRID2019, February 2021.



et-Based Meth

[illegible]

Scope 3 Emissions from Waste

Guidance

- (A) Enter annual waste data in ORANGE cells. Example entry is shown in first row (*GREEN Italics*).
- (B) Choose the appropriate material and disposal method from the drop down options. For the average-data method, use one of the mixed materials. If the exact waste material is not available, consider an appropriate proxy. For example, dimensional lumber can be used as a proxy for wood.
- (C) Choose an appropriate disposal method. Note that not all disposal methods are available for all materials. If there is a #NA or # Value error in a new material type or appropriate disposal method.

Table 1. Waste Disposal Weight by Waste Material and Disposal Method (CO₂, CH₄ and N₂O)

Source ID	Source Description	Waste Material	Disposal Method
Bldg-012	East Power Plant Finished Goods	Steel Cans	Landfilled
Nonresidential Buildings	Nonresidential Waste	Mixed MSW municipal solid waste	Combusted
Residential	Residential Waste	Mixed MSW municipal solid waste	Combusted
Nonresidential Buildings	Nonresidential Recycling	Mixed Recyclables	Recycled
Residential	Residential Recycling	Mixed Recyclables	Recycled
EPA Climate Leaders Simplified GHG Emissions Calculator (Optional 3.0)			1 of 8

Total Emissions by Disposal Method

Waste Material	CO ₂ e (kg)
Recycled	1,713,830
Landfilled	-
Combusted	5,185,924
Composted	-
Anaerobically Digested (Dry Digestate with Curing)	-
Anaerobically Digested (Wet Digestate with Curing)	-

Total CO₂ Equivalent Emissions (metric tons) - Waste	6,899.8
--	----------------



in the emissions column, you must pick a

[illegible]

Appendix D

Agency Correspondence

Division of Ecological and Water Resources
Region 3 Headquarters
1200 Warner Road
Saint Paul, MN 55106
May 4, 2023

Transmitted by Email

Anthony Nemcek
Senior Planner
City of Rosemount
2875 145th St. W.
Rosemount, MN 55068

Dear Anthony Nemcek,

Thank you for the opportunity to review the Rosemount Industrial Scoping Environmental Assessment Worksheet (SEAW) in Dakota County. The DNR respectfully submits the following comments for your consideration:

1. Page 31, Stormwater. Please provide more information in the AUAR regarding stormwater management including, whether or not infiltration will be feasible, what waterbody will receive stormwater that flows from the site, and what strategies will be used to address the impacts of increased use of road salt use within the project area. Will stormwater reuse for irrigation be feasible for the project?
2. Page 31, Stormwater. Please incorporate relevant recommendations and requirements regarding state-listed species from the comments below into the SWPPP and construction plan details. These include the use of weed-free, native state seed mixes, and the timing of ground disturbance and tree and shrub removal.
3. Page 34, Rare Features. The habitat description describes the area as disturbed by agriculture, but does not mention the 14 acres of woods in the northeast corner of the project area as well as the wooded areas surrounding homesteads and along shelter belts located throughout the site. These areas still provide important habitat for a wide range of local wildlife, including pollinators and state-listed bird species. The AUAR should more accurately describe the existing habitat within the project area. We strongly encourage the proposer to develop a tree preservation plan and retain as much woodland as possible within the site, especially the 14 acres to the northeast.
4. Page 35, Rare Features. We recommend that BWSR-approved, weed-free, native state [seed mixes](#) and native plants be used to the greatest degree possible in development landscaping and stormwater features in order to provide pollinator habitat. Native plants also require less soil amendments and irrigation.

5. Pages 35, Rare Features. Please note that while an NHIS license agreement can be used to screen a project for the presence of rare species, if a state-listed species is identified within a one-mile radius of the project, the proposer must coordinate with DNR to determine next steps. A proposer cannot make a determination on whether or not a project is likely to impact state-listed species.
- a. The loggerhead shrike (*Lanius ludovicianus*), a state-listed endangered bird, Bell's vireo, (*Vireo bellii*), and lark sparrow (*Chondestes grammacus*), both state-listed bird species of special concern, have been documented in the vicinity of the project site. The loggerhead shrike and Bell's vireo both nest in small trees or shrubs, while the lark sparrow typically nests on the ground. If the project boundary contains suitable habitat, then it is possible that these birds may breed in the area. Minnesota's Endangered Species Statute (Minnesota Statutes, section 84.0895) and associated Rules (Minnesota Rules, part 6212.1800 to 6212.2300 and 6134) prohibit the take of threatened or endangered species without a permit. **Given the potential for loggerhead shrikes to be found in the vicinity of the project, tree and shrub removal is required to be avoided during the breeding season, April through July.** If you cannot avoid tree removal during loggerhead shrike breeding period, a qualified surveyor needs to conduct a survey for active nests before any trees or shrubs will be removed. Surveys must follow the standards contained in the [Rare Species Survey Process](#). Please consult with the NH Review Team at Reports.NHIS@state.mn.us regarding this process. Project planning should take into account that the survey needs to be conducted during the appropriate time of the year, which may be limited.
 - b. Peregrine Falcons (*Falco peregrinus*), a state-listed species of special concern, have been documented nesting for multiple years in a nest box on a nearby building. Provided the project footprint doesn't change, it is unlikely that the construction activities will affect these birds. If the birds exhibit unusual behaviors or other signs of potential distress during construction, especially during the breeding season April through July, please contact the [DNR Regional Nongame Specialist](#).
6. Page 38, Visual. This section should discuss project lighting, and any affect it could have on migratory birds.

Thank you again for the opportunity to review this document. Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Melissa Collins". The signature is written in a cursive style and is positioned above a light blue rectangular background.

Melissa Collins

Regional Environmental Assessment Ecologist | Ecological and Water Resources
Minnesota Department of Natural Resources

Phone: 651-259-5755

Email: melissa.collins@state.mn.us

CC: Jake Kurth, Scannell Properties, LLC

Equal Opportunity Employer

From: MN_MNIT_Data Request SHPO <DataRequestSHPO@state.mn.us>
Sent: Friday, February 10, 2023 5:58 PM
To: Baumgartner, Cassie <Cassie.Baumgartner@kimley-horn.com>
Cc: Bunge, Leila <Leila.Bunge@kimley-horn.com>
Subject: RE: SHPO Database Search for AUAR in Dakota County, MN

Hello Cassie,

Please see attached.

Jim



SHPO Data Requests
Minnesota State Historic Preservation Office
50 Sherburne Avenue, Suite 203
Saint Paul, MN 55155
(651) 201-3299
datarequestshpo@state.mn.us

Notice: This email message simply reports the results of the cultural resources database search you requested. The database search is only for previously known archaeological sites and historic properties. IN NO CASE DOES THIS DATABASE SEARCH OR EMAIL MESSAGE CONSTITUTE A PROJECT REVIEW UNDER STATE OR FEDERAL PRESERVATION LAWS – please see our website at <https://mn.gov/admin/shpo/protection/> for further information regarding our Environmental Review Process.

Because the majority of archaeological sites in the state and many historic/architectural properties have not been recorded, important sites or properties may exist within the search area and may be affected by development projects within that area. Additional research, including field surveys, may be necessary to adequately assess the area's potential to contain historic properties or archaeological sites.

Properties that are listed in the National Register of Historic Places (NRHP) or have been determined eligible for listing in the NRHP are indicated on the reports you have received, if any. The following codes may be on those reports:

NR – National Register listed. The properties may be individually listed or may be within the boundaries of a National Register District.

CEF – Considered Eligible Findings are made when a federal agency has recommended that a property is eligible for listing in the National Register and MN SHPO has accepted the recommendation for the purposes of the Environmental Review Process. These properties need to be further assessed before they are officially listed in the National Register.

SEF – Staff eligible Findings are those properties the MN SHPO staff considers eligible for listing in the National Register, in circumstances other than the Environmental Review Process.

DOE – Determination of Eligibility is made by the National Park Service and are those properties that are eligible for listing in the National Register, but have not been officially listed.

CNEF – Considered Not Eligible Findings are made during the course of the Environmental Review Process. For the purposes of the review a property is considered not eligible for listing in the National Register. These properties may need to be reassessed for eligibility under additional or alternate contexts.

Properties without NR, CEF, SEF, DOE, or CNEF designations in the reports may not have been evaluated and therefore no assumption to their eligibility can be made. Integrity and contexts change over time, therefore any eligibility determination made ten (10) or more years from the date of the current survey are considered out of date and the property will need to be reassessed. If you require a comprehensive assessment of a project's potential to impact archaeological sites or historic/architectural properties, you may need to hire a qualified archaeologist and/or historian. If you need assistance with a project review, please contact Kelly Gragg-Johnson, Environmental Review Specialist @ 651-201-3285 or by email at kelly.graggjohnson@state.mn.us.

The Minnesota SHPO Archaeology and Historic/Architectural Survey Manuals can be found at <https://mn.gov/admin/shpo/identification-evaluation/>.

Please [subscribe to receive SHPO notices](#) for the most current updates regarding office hours, accessing research files, or changes in submitting materials to the SHPO.

To access historic resource information please visit our webpage on [Using SHPO's Files](#).



From: Baumgartner, Cassie <Cassie.Baumgartner@kimley-horn.com>
Sent: Friday, February 10, 2023 8:27 AM
To: MN_MNIT_Data Request SHPO <DataRequestSHPO@state.mn.us>
Cc: Bunge, Leila <leila.bunge@kimley-horn.com>
Subject: SHPO Database Search for AUAR in Dakota County, MN

This message may be from an external email source.

Do not select links or open attachments unless verified. Report all suspicious emails to Minnesota IT Services Security Operations Center.

Hello,

We are preparing an Alternative Urban Areawide Review (AUAR) a site in Rosemount, Dakota County, Minnesota. I am writing to request a historic and architectural inventory database search for the site located in the following township, range, and section:

Township	Range	Section
115N	19W	26

See the attached figure of the project location. The AUAR will examine the potential impacts for proposed development of the 235 acre study area.

Please let me know if you have any questions or need additional information.

Thank you,

Cassie Baumgartner | Environmental Analyst
Kimley-Horn | 767 Eustis Street, Suite 100, St. Paul, MN 55114
Direct: 651-760-0185 | Mobile: 701-552-0866 | www.kimley-horn.com

COUNTY	CITYTWP	PROPNAME	ADDRESS	TOWN	RANGE	SECTION	QUARTER	USGS	REPORTNUM	NRHCE DOI	INVENTNUM
Dakota	Ravenna Twp.	Ravenna Cemetery		115	19	26	SE-NE				DK-RAV-006
	Rosemount	St. John's Evangelical Lutheran Cemetery house and garage	14385 Blair Ave.	115	19	26	SE-NE	Coates	DK-2011-2H		DK-RSC-049
			14600 Blaine Ave.	115	19	26	NE-SE	Coates	DK-2011-2H		DK-RSC-051

Appendix E

Agency Comment Responses

1. Introduction

Pursuant to Minnesota Rules, part 4410.3610, subpart 5c, the Responsible Governmental Unit (RGU) shall revise the environmental analysis document based on comments received during the comment period. The RGU shall include in the document a section specifically responding to each timely, substantive comment received that indicates in what way the comment has been addressed.

The 30-day Alternative Urban Areawide Review (AUAR) comment period began July 18, 2023, and comments were accepted through August 17, 2023. Four (4) comment letters were received from government agencies. Responses to those comments are included in the following sections, and copies of the comment letters are included in Appendix E.

2. Dakota County

Comment	Response
<i>Contamination/Hazardous Materials/Wastes (Item 13)</i>	
Environmental Resources conducted an Environmental Review of the subject area relating to the Rosemount Industries AUAR. One site of known or suspected site of environmental concern was identified on the subject property: Dakota County Site ID 5176 – Koch Property LUST, MPCA LEAK ID 13280 – 14105 Blaine Ave, Rosemount. Refer to the MPCA What's in my neighborhood (state.mn.us) for more information on this site.	Comment noted. This listing is included in the AUAR.
Electrical transmission lines are located along the north and south sides of the subject property. A Northern Natural Gas pipeline is present to the south of the subject property. Homesteads are or were present on the subject property, the potential exists to encounter buried structures, foundations, abandoned wells and buried debris in these areas. If encountered, these items should be managed appropriately. Refer to the attached Environmental Review documents for more information.	Comment noted.

Comment	Response
Dakota County Groundwater Specialists reviewed any previous audits, historical plat maps, sanborns, historical aerial photography, well construction records, well-sealing records, and/or well disclosure statements that Dakota County has available for the Study Area shown on page 4 of the Scoping Document (attached). While the Scoping Document describes 12 parcels on page 2, the Study Area overlaps 14 parcels (taxpins: 340230050014, 340260003010, 340260003021, 340260003030, 340260006011, 340260012011, 340260012012, 340260017011, 340260017012, 340260018010, 340260025011, 340260025012, and 340260040010). There are many wells across the 14 parcels. The only parcels without well records within the Study Area are 340260025011, 340230050014, 340260015010, and 340260012011, but the remaining 10 have water supply wells, some sealed and some unsealed or in-use. If any or all of the wells are no longer needed, they must be sealed by a licensed well contractor. Please have the contractor contact the Dakota County Delegated Well Program for detailed information about each site/well. Site development crews should be notified of the presence of wells and marked so they can be protected from damage, which could increase sealing costs. A magnetometer is the best, sometimes the only way to locate wells that are below grade, which some may be. Dakota County can help locate and mark wells using a magnetometer by calling 952-891-7537. A Dakota County well inspector must be present during any well searches in order to rule out the presence of wells. Information about property transfer requirements as they pertain to wells is on our webpage at https://www.co.dakota.mn.us/HomeProperty/SellingProperty/WellRequirements. If real estate transactions occur, it is in the interest of both parties to resolve any well-compliance issues before closing, as the seller will remain legally responsible for six years after the transaction and the buyer will take on that responsibility thereafter.	Parcels 340260012011 and 340230050014 have been added to Item 5, project location. Parcel 340260012010 was updated to 340260012012. The contractor will contact the Dakota County Delegated Well Program for detailed information about each well/site identified by Dakota County.
Transportation (Item 20)	
The AUAR does not affect the strategies and policies of the County's Transportation Plan. However, given the recent development in the area, county staff recommends the following: The site should be developed in a manner where the future internal street system would serve the entire area to provide access to the future Audrey Avenue alignment and County State Aid Highway (CSAH) 71 (Blaine Avenue).	Noted.

Comment	Response												
With regard to traffic impacts and the Traffic Impact Analysis (TIA): The posted speed limit on CSAH 73 (Akron Avenue) between the intersection with CSAH 42 and a point about 600 feet north of the intersection with 121st Street W is 50 MPH. The AUAR notes 55 mph was assumed.	Updated in the traffic report.												
With regard to traffic impacts and the TIA: The 2022 AADT on Akron Avenue north of CSAH 42 is 3035 (MnDOT Traffic Mapping Application). The AUAR notes a 2021 ADT of 2750.	Updated in the traffic report.												
With regard to traffic impacts and the TIA: The traffic generation forecasts (AUAR Table 13) identifies 75% of total PM peak hour site trips as outbound (428), with 25% inbound (135). Other TIA submitted this summer to the County for this site assumed a PM shift change which significantly increased inbound trips during PM peak. Please confirm which assumption is valid (shift change or no shift change during PM peak).	The AUAR traffic analysis assumed generic ITE trip generation rates for the site. The traffic study submitted earlier in the summer utilized site specific trip generation.												
With regard to traffic impacts and the TIA: Several of the 2040 (Projected) volumes in Table 1 of AUAR TIA differ from the DC TDM 2040 Build values. Why? This could impact assumed growth rates used in the analysis. Specifics shown in chart: <table><tr><td></td><td>Table 1 2040 Projected</td><td>DC TDM 2040 Build</td></tr><tr><td>CSAH 42 west of TH 52</td><td>21,00</td><td>17,100</td></tr><tr><td>Blaine Ave north of CSAH 42</td><td>4800</td><td>7,700</td></tr><tr><td>Akron Avenue north of CSAH 42</td><td>9,400</td><td>6,200</td></tr></table>		Table 1 2040 Projected	DC TDM 2040 Build	CSAH 42 west of TH 52	21,00	17,100	Blaine Ave north of CSAH 42	4800	7,700	Akron Avenue north of CSAH 42	9,400	6,200	Growth rates used in the report had previously been reviewed and confirmed by Dakota County in January 2023 for the development south of the project Channel site. No changes were made to the previously approved background growth assumptions.
	Table 1 2040 Projected	DC TDM 2040 Build											
CSAH 42 west of TH 52	21,00	17,100											
Blaine Ave north of CSAH 42	4800	7,700											
Akron Avenue north of CSAH 42	9,400	6,200											
With regard to traffic impacts and the TIA: What was the assumed intersection control for the Audrey Avenue and Connemara Trail intersection for the 2027 Build Analysis (in the AUAR TIA)? Bullet point text on p. 15 indicates new all-way stop controlled intersection, however, Table 9 p. 16 indicates side street stop control.	It was assumed that the intersection would be all way stop controlled. The tables in the traffic report have been updated.												
With regard to traffic impacts and the TIA: Further analysis likely needed to determine the applicable intersection control at Connemara Trail & Audrey, considering the close spacing proposed between the CSAH 42 & Audrey and Connemara Trail & Audrey intersections. Concern with the close spacing is the potential for overlapping influence areas of the full access intersections which may create challenges to safety, mobility, and efficiency.	Comment noted.												

Comment	Response
The AUAR and associated Traffic Impact Analysis did not include any exhibits depicting existing year traffic volumes, site trip assignments, and future year traffic projects on study area intersections. This information should be included to support the analysis/analysis results being identified in AUAR.	Exhibits and appendices were submitted as part of the AUAR as a separate attachment.
The AUAR and associated TIA did not include signal warrant analysis calculations for any of the study intersections being recommended for signalization. Decisions about traffic control devices are made very carefully by the County in consideration of the safety impact and recognition that crash and severity rates typically increase as higher levels of traffic control are added to a given location. Signals require increased decision making by drivers and therefore provide the greatest chance for driver error. For these reasons, County looks carefully at the traffic conditions throughout the day prior to considering a change in intersection control. County evaluates intersection control need based on conditions throughout the day. County considers signal installation when Warrant 1a or 1b are met however meeting a warrant does not necessarily mean a signal is justified.	Comment noted. As developments occur in the area, signal warrants should be evaluated if/when signals are warranted.
MnDOT concurrence will be needed for AUAR mitigation recommendations at the Hwy 52 ramp intersections. Typically, MnDOT looks for evaluation of ramp intersections to include multiple intersection control alternatives to inform mitigations for changes in intersection control.	Comment noted.
In the AUAR p. 55, the Long-Term (2040) Build condition identified installation of dual southbound left turn lanes at CSAH 42 & Blaine Avenue as a mitigation. Is this mitigation feasible considering potential right-of-way constraints associated with the adjacent cemetery?	Right-of-way constraints were not evaluated as part of the AUAR traffic analysis. Alternate mitigation measures may be necessary if/when AUAR traffic volumes are realized.

3. Minnesota Department of Natural Resources (DNR)

Comment	Response
<i>Climate Adaption and Resilience (Item 7)</i>	
Page 8, Table 2: Climate Considerations and Adaptations. As energy needs and renewable energy goals put further pressure on agricultural lands, some states have started to tap into industrial facilities as a way to combine development with energy production through the use of rooftop solar. Installing solar panels on industrial facilities has the added benefit of producing energy right where it is needed without any additional facility footprint. We encourage the City as well as local energy providers to explore the feasibility of combining these land uses to help meet climate goals as the City plans for the future.	Comment noted.
<i>Water Resources (Item 12)</i>	
Page 35, Stormwater. Please incorporate relevant recommendations and requirements regarding state-listed species from DNR comments provided on May 4, 2023, on the previous Scoping EAW into the SWPPP and construction plan details. These include the use of weed-free, native state seed mixes, and the timing of ground disturbance and tree and shrub removal.	Previous comments provided by the DNR will be included into the SWPPP and construction plan details.
Page 37, Water Appropriation. There have been past well interferences within two miles of the project area. The DNR will be reviewing the City of Rosemount permit amendment applications for potential for well interferences. If it appears likely that well interference will occur, the city will need to take steps to prevent the interference and protect nearby domestic water supplies.	Comment noted. If it appears likely well interference will occur, the City will take steps to prevent interference.
Page 37, Water Appropriation. The project area is within the Vermillion River Watershed and within five miles of four distinct designated trout stream segments. Trout streams are protected by the DNR; additional regulation and review may be required when permitting within five miles of a designated trout stream.	Comment noted.
Page 37, Water Appropriation. The Rosemount water supply plan indicates a steady projected total per capita water demand of 106 gallons per capita day (GPCD) through 2040. Total per capita water demand includes residential and commercial/industrial uses. This suggests that commercial/industrial water use is expected to grow at the same rate as the population. If the development of this industrial park would change that expectation, the water supply plan should be amended accordingly.	If the development of the industrial park changes water appropriate expectations, the water supply plan will be amended accordingly.

Comment	Response
<i>Fish, Wildlife, Plant Communities, and Sensitive Ecological Resources (Item 14)</i>	
Page 40, Rare Features. The habitat description describes the area as disturbed by agriculture, but does not mention the 14 acres of woods in the northeast corner of the project area as well as the wooded areas surrounding homesteads and along shelter belts located throughout the site. These areas still provide important habitat for a wide range of local wildlife, including pollinators and state-listed bird species. The AUAR should more accurately describe the existing habitat within the project area. We strongly encourage the proposer to retain as much woodland as possible within the site, especially the 14 acres to the northeast.	The AUAR describes the forested area in the northeast portion of the study area. Additional language was added to describe wooded areas near homes and in shelterbelts.
Page 40, Rare Features. We recommend that BWSR-approved, weed-free, native state seed mixes and native plants be used to the greatest degree possible in development landscaping and stormwater features in order to provide pollinator habitat. Native plants also require less soil amendments and irrigation.	Comment noted. The implementation of native and drought-tolerant species for landscaped areas will be evaluated as specific design plans are finalized.

Comment	Response
Pages 40, Rare Features. This section identifies the loggerhead shrike (<i>Lanius ludovicianus</i>), a state-listed endangered bird and states that tree and shrub removal is anticipated to occur before April. Please note that this is a requirement. Minnesota's Endangered Species Statute (Minnesota Statutes, section 84.0895) and associated Rules (Minnesota Rules, part 6212.1800 to 6212.2300 and 6134) prohibit the take of threatened or endangered species without a permit. Given the potential for loggerhead shrikes to be found in the vicinity of the project, tree and shrub removal is required to be avoided during the breeding season, April through July. If you cannot avoid tree removal during loggerhead shrike breeding period, a qualified surveyor needs to conduct a survey for active nests before any trees or shrubs will be removed. Surveys must follow the standards contained in the Rare Species Survey Process. Please consult with the NH Review Team at Reports.NHIS@state.mn.us regarding this process. Project planning should take into account that the survey needs to be conducted during the appropriate time of the year, which may be limited. The removal of 14 acres of trees/habitat is a significant impact. We strongly encourage the proposer to preserves as many trees as possible. We appreciate that a tree preservation plan will be prepared and that mitigation for lost trees will occur. Please incorporate conifers into the tree replacement plan to the greatest degree possible in order to mitigate for this important loss of habitat for the loggerhead shrike.	Comment noted. Tree clearing will be avoided during the loggerhead shrike breeding period of April through July. If tree removal cannot be avoided during breeding season, a qualified surveyor will be requested. As the site develops, tree removal will adhere to the City's tree preservation requirements.
Page 46, Visual. This section should discuss project lighting, and any affect it could have on migratory birds.	Lighting practices would be selected to address known ecological concerns and prevent avoidable impacts to insects, wildlife, rare plants, and adjacent natural areas. Guidance from the USFWS that recommends a lighting system that minimizes uplight and backlight would be adhered to the extent practicable.

4. Metropolitan Council

Comment	Response
Land Use (Item 10)	
If the development described in the document is absorbed into the market by 2040, this adds approximately 1,600 jobs in this part of Rosemount; this exceeds the City's TAZ allocation for the area. The City included a TAZ allocation of the forecast in its 2040 Comprehensive Plan in 2020. The subject site is a small part of TAZ #625 (between the City's northern boundary and 145th Street). The adopted Rosemount 2040 Comprehensive Plan expects TAZ #625 to gain 538 households and 127 jobs during 2020-2040. Should this development proceed, the Council will assign a higher employment forecast in this zone (1,500 higher), and possibly a higher citywide total; this can be discussed with the next comprehensive plan amendment or as part of the 2050 comprehensive planning process.	Comment noted. Should the development scenario be adopted, the City will coordinate with the Metropolitan Council to increase the TAZ allocations, if needed.
Water Resources (Item 12)	
Updates to the Rosemount local water supply plan are currently under review by the Minnesota Department of Natural Resources (DNR). The community has requested additional pumping infrastructure/capacity and revised future demand estimates to serve industrial customers. Prior to developing these parcels, the City should work with the DNR to ensure the water is available for this and future developments, and that any required system expansion aligns with the Rosemount local water supply plan. If additional wells are needed, ensure that accessing and using bedrock aquifers aligns with the Rosemount local water supply plan and that the City's wellhead protection plan is updated to include the additional well infrastructure to protect source waters. If the City receives an updated and approved local water supply plan from the DNR, please submit the updated plan to the Metropolitan Council as a comprehensive plan amendment.	Comment noted. If necessary, a comprehensive plan amendment will be applied for.

Comment	Response
A highly vulnerable drinking water supply management area (DWSMA) for Rosemount borders this development to the West / Southwest. Expansion of the community's water supply wells in this area, additional pumping, or an update to the community's wellhead protection plan could result in the planned development being contained within the community's Drinking Water Supply Management Area (DWSMA). Any uses of this site, including the planned industrial use, should conform to the Rosemount wellhead protection plan.	Comment noted. Site use will conform to the Rosemount wellhead protection plan.
The City may want to evaluate whether the proposed uses for this site could potentially contaminate the City's drinking water supply and ensure that all necessary precautions and best management practices (BMPs) are in place to protect drinking water. The City may want to explore smart-salting requirements for chloride management on site to help protect water supplies and nearby water resources. Properly planning for and preventing contamination to water sources is far less expensive than future remediation activities.	The project proposer will implement a chloride management plan for the proposed development which will meet state and local requirements. Additionally, City of Rosemount and Dakota County winter maintenance staff are current on Smart Salting Certifications and the city does education on reducing salt use to the public.
Opportunities to conserve and manage water efficiently through the development process should be explored. Conversion of rural residential and agricultural land to industrial uses lessens infiltration and increases runoff. If any areas on the site will be irrigated, implementing systems that include controllers that use in-ground moisture sensors, real-time weather data, and are regularly audited help to lessen water use during peak demand months. Additionally, planting areas with vegetation that is well adapted to drought conditions and requires little to no maintenance or fertilization lowers costs and irrigated water usage. Replacing trees that are removed from the site with new plantings or planting trees offsite offset the loss of carbon, increase shade, and improve other environmental and public health factors that are beneficial to the community.	Comment noted. A specific tree replacement plan will be created and approved by the City prior to development.

Comment	Response
The document states the development will adhere to total suspended solids standards but makes no mention of total phosphorous standards. We encourage the preparer to consider and incorporate total phosphorous removal into stormwater BMP design.	TSS and TP removal standards are outlined within the stormwater management requirement documents listed and can vary. The project will incorporate the necessary stormwater management measures to meet the most restrictive standards required – including TSS and TP.
The Council encourages the developer to limit the removal of mature native trees. The AUAR states they will limit removal, but currently the proposal is to remove 97%. Where removal cannot be avoided the Council recommends replacement with native tree stands. Additionally, the Council recommends selecting and installing vegetation for landscaping that is native, draught-tolerant, chloride-tolerant, or chloride-friendly.	Tree clearing will be minimized where possible. Strategies replace removed trees with native and drought-tolerant species for landscaped areas will be evaluated as specific design plans are finalized.
<i>Traffic (Item 20)</i>	
CSAH 42 is identified as a Tier 1 and Tier 2 expressway crossing barrier for bicyclists and pedestrians. The proposer should coordinate with Dakota County and the City of Rosemount to evaluate non-motorized site access to the study area as it develops to provide transportation options for future workers to supplement the other cited traffic mitigation measures.	The proposer will coordinate with the City of Rosemount and Dakota County to evaluate future bicycle and pedestrian access to the site as appropriate.
CSAH 42 is a Principal Arterial, for any additional access to the study area, the proposer must coordinate with Dakota County. It is advised that any additional access to CSAH 42 consider guidance found in Appendix D of the <i>2040 Transportation Policy Plan</i> and must follow guidance in the Dakota County Transportation Plan to ensure the safe and reliable movement of people and goods along the region's Principal Arterial system.	The City will continue to work with Dakota County regarding the site's access to CSAH 42.
The AUAR states that there is no transit which serves the study area. Route 484 express bus operates CSAH 42 past the study site. While this route only stops at the Rosemount Transit Station today, future development along the CSAH 42 corridor could drive service changes. Route 484 should be acknowledged.	Information regarding Route 484 express bus has been added to the AUAR.

5. Office of the State Archaeologist

Comment	Response
Land Use (Item 10)	
Thank you for providing the Office of the State Archaeologist the chance to comment on the above listed project. While there are no previously recorded archaeological sites, archaeological site leads, or cemeteries in the proposed project area, the project area has moderate to high archaeological potential for archaeological sites or features. Therefore, the OSA recommends a phase I archaeological reconnaissance conducted by a qualified archaeologist. The phase I reconnaissance survey should include both Pre-contact and historical period cultural resources. The Minnesota Historical Society maintains a list of cultural resources specialists here for your convenience: https://www.mnhs.org/preservation/directory .	Thank you for your comment. The need for a Phase I reconnaissance survey has been added to the AUAR.

Appendix F

Agency Comments

Division of Ecological and Water Resources
Region 3 Headquarters
1200 Warner Road
Saint Paul, MN 55106
August 17, 2023

Transmitted by Email

Anthony Nemcek
Senior Planner
City of Rosemount
2875 145th St. W.
Rosemount, MN 55068

Dear Anthony Nemcek,

Thank you for the opportunity to review the Rosemount Industrial Draft Alternative Urban Areawide Review (DAUAR) in Dakota County. The DNR respectfully submits the following comments for your consideration:

1. Page 8, Table 2. Climate Considerations and Adaptations. As energy needs and renewable energy goals put further pressure on agricultural lands, some states have started to tap into industrial facilities as a way to combine development with energy production through the use of rooftop solar. Installing solar panels on industrial facilities has the added benefit of producing energy right where it is needed without any additional facility footprint. We encourage the City as well as local energy providers to explore the feasibility of combining these land uses to help meet climate goals as the City plans for the future.
2. Page 35, Stormwater. Please incorporate relevant recommendations and **requirements** regarding state-listed species from DNR comments provided on May 4, 2023 on the previous Scoping EAW into the SWPPP and construction plan details. These include the use of weed-free, native state seed mixes, and the timing of ground disturbance and tree and shrub removal.
3. Page 37, Water Appropriation. There have been past well interferences within two miles of the project area. The DNR will be reviewing the City of Rosemount permit amendment applications for potential for well interferences. If it appears likely that well interference will occur, the city will need to take steps to prevent the interference and protect nearby domestic water supplies.
4. Page 37, Water Appropriation. The project area is within the Vermillion River Watershed and within five miles of four distinct designated trout stream segments. Trout streams are protected by the DNR; additional regulation and review may be required when permitting within five miles of a designated trout stream.
5. Page 37, Water Appropriation. The Rosemount water supply plan indicates a steady projected total per capita water demand of 106 gallons per capita day (GPCD) through 2040. Total per

capita water demand includes residential and commercial/industrial uses. This suggests that commercial/industrial water use is expected to grow at the same rate as the population. If the development of this industrial park would change that expectation, the water supply plan should be amended accordingly.

6. Page 40, Rare Features. The habitat description describes the area as disturbed by agriculture, but does not mention the 14 acres of woods in the northeast corner of the project area as well as the wooded areas surrounding homesteads and along shelter belts located throughout the site. These areas still provide important habitat for a wide range of local wildlife, including pollinators and state-listed bird species. The AUAR should more accurately describe the existing habitat within the project area. We strongly encourage the proposer to retain as much woodland as possible within the site, especially the 14 acres to the northeast.
7. Page 40, Rare Features. We recommend that BWSR-approved, weed-free, native state [seed mixes](#) and native plants be used to the greatest degree possible in development landscaping and stormwater features in order to provide pollinator habitat. Native plants also require less soil amendments and irrigation.
8. Pages 40, Rare Features. This section identifies the loggerhead shrike (*Lanius ludovicianus*), a state-listed endangered bird and states that tree and shrub removal is anticipated to occur before April. Please note that this is a **requirement**. Minnesota's Endangered Species Statute (Minnesota Statutes, section 84.0895) and associated Rules (Minnesota Rules, part 6212.1800 to 6212.2300 and 6134) prohibit the take of threatened or endangered species without a permit. **Given the potential for loggerhead shrikes to be found in the vicinity of the project, tree and shrub removal is required to be avoided during the breeding season, April through July.** If you cannot avoid tree removal during loggerhead shrike breeding period, a qualified surveyor needs to conduct a survey for active nests before any trees or shrubs will be removed. Surveys must follow the standards contained in the [Rare Species Survey Process](#). Please consult with the NH Review Team at Reports.NHIS@state.mn.us regarding this process. Project planning should take into account that the survey needs to be conducted during the appropriate time of the year, which may be limited.

The removal of 14 acres of trees/habitat is a significant impact. We strongly encourage the proposer to preserve as many trees as possible. We appreciate that a tree preservation plan will be prepared and that mitigation for lost trees will occur. Please incorporate conifers into the tree replacement plan to the greatest degree possible in order to mitigate for this important loss of habitat for the loggerhead shrike.

9. Page 46, Visual. This section should discuss project lighting, and any affect it could have on migratory birds.

Thank you again for the opportunity to review this document. Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Melissa Collins". The signature is written in a cursive style and is positioned on a light blue rectangular background.

Melissa Collins

Regional Environmental Assessment Ecologist | Ecological and Water Resources

Minnesota Department of Natural Resources

Phone: 651-259-5755

Email: melissa.collins@state.mn.us

CC: Jake Kurth, Scannell Properties, LLC

Equal Opportunity Employer

August 17, 2023

Anthony Nemcek
City of Rosemount
2875 145th Street W
Rosemount, MN 55068

Thank you for the opportunity to review the draft Alternative Urban Areawide Review (AUAR) for an area totaling approximately 235 acres on 12 parcels in the City of Rosemount. Scannell Properties, LLC proposes redeveloping the study area from existing agriculture to business park uses. County Physical Development staff reviewed the document and offer the following comments for consideration.

Transportation

The AUAR does not affect the strategies and policies of the County's Transportation Plan. However, given the recent development in the area, county staff recommends the following:

- The site should be developed in a manner where the future internal street system would serve the entire area to provide access to the future Audrey Avenue alignment and County State Aid Highway (CSAH) 71 (Blaine Avenue).

County staff has the following comments regarding traffic impacts and the Traffic Impact Analysis (TIA)

- The posted speed limit on CSAH 73 (Akron Avenue) between the intersection with CSAH 42 and a point about 600 feet north of the intersection with 121st Street W is 50 MPH. The AUAR notes 55 mph was assumed.
- The 2022 AADT on Akron Avenue north of CSAH 42 is 3035 (MnDOT Traffic Mapping Application). The AUAR notes a 2021 ADT of 2750.
- The traffic generation forecasts (AUAR Table 13) identifies 75% of total PM peak hour site trips as outbound (428), with 25% inbound (135). Other TIA submitted this summer to the County for this site assumed a PM shift change which significantly increased inbound trips during PM peak. Please confirm which assumption is valid (shift change or no shift change during PM peak).
- Several of the 2040 (Projected) volumes in Table 1 of AUAR TIA differ from the DC TDM 2040 Build values. Why? This could impact assumed growth rates used in the analysis.

Specifics shown in following chart

	Table 1 2040 Projected	DC TDM 2040 Build
CSAH 42 west of TH 52	21,00	17,100
Blaine Ave north of CSAH 42	4800	7,700
Akron Avenue north of CSAH 42	9,400	6,200

Physical Development Division

- What was the assumed intersection control for the Audrey Avenue and Connemara Trail intersection for the 2027 Build Analysis (in the AUAR TIA)? Bullet point text on p. 15 indicates new all-way stop controlled intersection, however, Table 9 p. 16 indicates side street stop control.
- Further analysis likely needed to determine the applicable intersection control at Connemara Trail & Audrey, considering the close spacing proposed between the CSAH 42 & Audrey and Connemara Trail & Audrey intersections. Concern with the close spacing is the potential for overlapping influence areas of the full access intersections which may create challenges to safety, mobility, and efficiency.
- The AUAR and associated Traffic Impact Analysis did not include any exhibits depicting existing year traffic volumes, site trip assignments, and future year traffic projects on study area intersections. This information should be included to support the analysis/analysis results being identified in AUAR.
- The AUAR and associated TIA did not include signal warrant analysis calculations for any of the study intersections being recommended for signalization. Decisions about traffic control devices are made very carefully by the County in consideration of the safety impact and recognition that crash and severity rates typically increase as higher levels of traffic control are added to a given location. Signals require increased decision making by drivers and therefore provide the greatest chance for driver error. For these reasons, County looks carefully at the traffic conditions throughout the day prior to considering a change in intersection control. County evaluates intersection control need based on conditions throughout the day. County considers signal installation when Warrant 1a or 1b are met however meeting a warrant does not necessarily mean a signal is justified.
- MnDOT concurrence will be needed for AUAR mitigation recommendations at the Hwy 52 ramp intersections. Typically, MnDOT looks for evaluation of ramp intersections to include multiple intersection control alternatives to inform mitigations for changes in intersection control.
- In the AUAR p. 55, the Long-Term (2040) Build condition identified installation of dual southbound left-turn lanes at CSAH 42 & Blaine Avenue as a mitigation. Is this mitigation feasible considering potential right-of-way constraints associated with the adjacent cemetery?

Environmental Resources

Environmental Resources conducted an Environmental Review of the subject area relating to the Rosemount Industries AUAR. One site of known or suspected site of environmental concern was identified on the subject property: Dakota County Site ID 5176 – Koch Property LUST, MPCA LEAK ID 13280 – 14105 Blaine Ave, Rosemount. Refer to the MPCA [What's in my neighborhood \(state.mn.us\)](http://www.state.mn.us/what's%20in%20my%20neighborhood) for more information on this site.

Electrical transmission lines are located along the north and south sides of the subject property. A Northern Natural Gas pipeline is present to the south of the subject property. Homesteads are or were present on the subject property, the potential exists to encounter buried structures, foundations, abandoned wells and buried debris in these areas. If encountered, these items should be managed appropriately. Refer to the attached Environmental Review documents for more information.

Dakota County Groundwater Specialists reviewed any previous audits, historical plat maps, sanborns, historical aerial photography, well construction records, well-sealing records, and/or well disclosure statements that Dakota County has available for the Study Area shown on page 4 of the Scoping Document (attached). While the Scoping Document describes 12 parcels on page 2, the Study Area overlaps 14 parcels (taxpins: 340230050014, 340260003010, 340260003021, 340260003030, 340260006011, 340260012011, 340260012012, 340260017011, 340260017012, 340260018010, 340260025011, 340260025012, and 340260040010). There are many wells across the 14 parcels. The only parcels without well records within the Study Area are 340260025011, 340230050014, 340260015010, and 340260012011, but the remaining 10 have water supply wells, some sealed and some unsealed or in-use. If any or all of the wells are no longer needed, they must be sealed by a licensed well contractor.

Physical Development Division

P 952-891-7000 **F** 952-891-7031 **W** www.dakotacounty.us
A Dakota County Western Service Center • 14955 Galaxie Ave. • Apple Valley • MN 55124

Please have the contractor contact the Dakota County Delegated Well Program for detailed information about each site/well. Site development crews should be notified of the presence of wells and marked so they can be protected from damage, which could increase sealing costs. A magnetometer is the best, sometimes the only way to locate wells that are below grade, which some may be. Dakota County can help locate and mark wells using a magnetometer by calling 952-891-7537. A Dakota County well inspector must be present during any well searches in order to rule out the presence of wells. Information about property transfer requirements as they pertain to wells is on our webpage at <https://www.co.dakota.mn.us/HomeProperty/SellingProperty/WellRequirements>. If real estate transactions occur, it is in the interest of both parties to resolve any well-compliance issues before closing, as the seller will remain legally responsible for six years after the transaction and the buyer will take on that responsibility thereafter.

Please contact Environmental Resources at 952-891-7000 or environ@co.dakota.mn.us with questions or additional information.

If you have any questions relating to our comments, please contact me at 952-891-7007 or Georg.Fischer@co.dakota.mn.us

Sincerely,

A handwritten signature in blue ink, appearing to read "Georg Fischer", is positioned below the word "Sincerely,".

Georg T. Fischer, Director
Physical Development Division

cc: William Droste, District 4
Matt Smith, County Manager

Physical Development Division

Environmental Review Map

Rosemount Industries AUAR
Rosemount, MN
Review Date: July 28, 2023

Hazardous Waste
Generators

Wells

MPCA WIMN Sites

Multiple Programs

Air Quality

Environmental Review

Feedlots

Hazardous Waste

Investigation and Cleanup

Pollution Prevention

Solid Waste

Stormwater

SSTS

Tanks

Water Quality

DC Projects

GOW/RRC

DC Site Inventory

DC Solid Waste Facilities

DC GOW Sites

NPMS Pipelines

Electric Transmission Lines

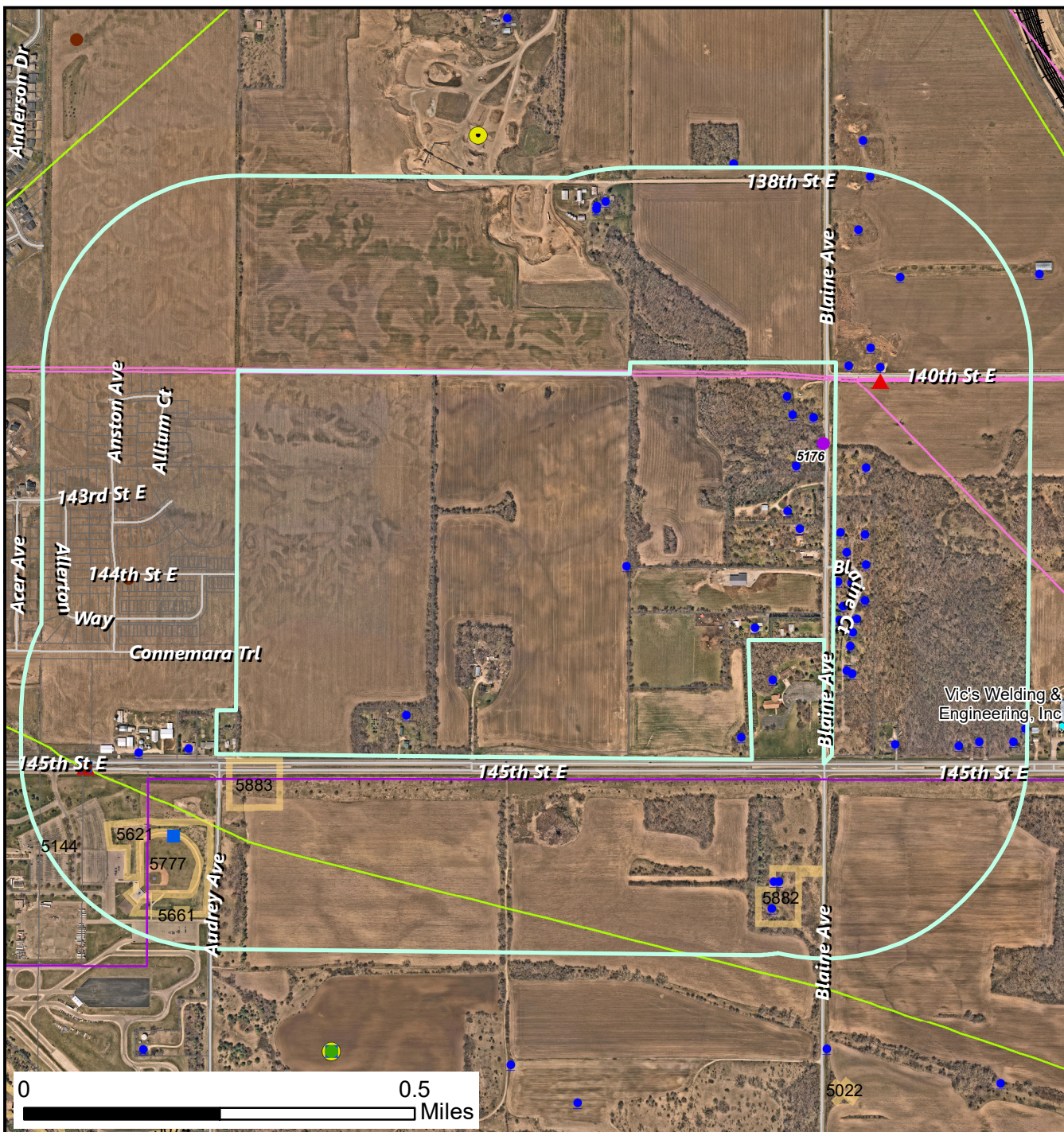
Railroads

Parcels

Municipal Boundary

Copyright 2023, Dakota County

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information and data located in various city, county, and state offices and other sources, affecting the area shown, and is to be used for reference purposes only. Dakota County is not responsible for any inaccuracies herein contained. If discrepancies are found please contact the Dakota County Environmental Resources Department.



Environmental Review Report



Dakota County Site Inventory

<u>Site ID</u>	<u>MPCA Leak ID</u>	<u>MPCA VICID</u>	<u>Site Name</u>	<u>Site Classification</u>	<u>Comments</u>	<u>File Status</u>
5176	13280		Koch Property LUST	Spill, Leak, Leach or Inject Release	MPCA Closure 2000 Unknown if fuel oil Cont. remains onsite	Closed

Dakota County Gopher Ordinance Works/Rosemount Research Center Sites

<u>Site ID</u>	<u>Name</u>	<u>City</u>	<u>Dump Type</u>	<u>MPCA Leak ID</u>
5883	Abandoned Emil L. Bouche Farm	Rosemount	Household or Farm Dump	0
5882	Abandoned Charley & Josephine Johnson Farm	Rosemount	Household or Farm Dump	0
5661	Temporary Coal-Fired Boiler	Rosemount	Industrial Waste Disposal	0
5144	Gasoline Station 724-A	Rosemount	Spill, Leak, Leach or Inject Release	0
5621	DCTC Asbestos Soils	Rosemount	Hazardous Waste Disposal	0
5777	Ames Construction Contaminated Fill DCTC Ballfield	Rosemount	Industrial Waste Disposal	0

Dakota County CSIR Projects

<u>Project ID</u>	<u>Name</u>	<u>City</u>	<u>Comments</u>	<u>Project Status</u>
2008001	Gopher Ordinance Works/Rosemount Research Center	Rosemount	See GOW/RRC Sites database for identified potential contamination locations.	Unknown

MPCA "What's In My Neighborhood" Site Data

<u>Name</u>	<u>Active Flag</u>	<u>Address</u>	<u>City</u>	<u>MPCA Activities</u>	<u>MPCA IDs</u>	<u>Institutional Controls (Y or N)</u>
Suite Living Senior Care of Rosemount	Y		Rosemount	Construction Stormwater	C00065212	N
Harmony Parkview 2nd Addition	Y		Rosemount	Construction Stormwater	C00055055	N
DNH Empire Addition	Y	16301 Clayton Ave E	Empire	Construction Stormwater	C00065375	N
Capspray Industries	N	14635 Audrey Ave	Rosemount	Hazardous Waste	MND985708247	N
Caramore Crossing	Y	NWC of Akron Avenue and Bonaire Path West	Rosemount	Construction Stormwater	C00053912; SUB0060770; SUB0061754; SUB0062595; SUB0063229; SUB0063427; SUB0064536; SUB0064537; SUB0065249; SUB0065761; SUB0066539; SUB0067429	N
Summit Dental	Y	3505 151st St W	Rosemount	Hazardous Waste, Minimal quantity generator	MNS000347008	N
FedEx Freight Inc	Y	15197A Boulder Ave	Rosemount	Hazardous Waste, One time generator	MNS000344336	N
Koch Property	Y	14105 Blaine Ave	Rosemount	Petroleum Remediation, Leak Site	LS0013280	N

Nalco	Y	13725 Clark Rd	Rosemount	Hazardous Waste	MNS000339424	N
Talamore	Y		Rosemount	Construction Stormwater	C00063583	N
Flint Hills Resources LP - 3110	Y	3110 140th St	Rosemount	Underground Tanks	TS0123151	N
Cemstone Products Co - Rosemount	Y	15900 158th St W	Rosemount	Aboveground Tanks	TS0130495	N

End of Report



328 West Kellogg Blvd St Paul, MN 55102

OSA.Project.Reviews.adm@state.mn.us

Date: 08/18/2023

Anthony Nemcek

City of Rosemount

651-322-2090

Anthony.nemcek@rosemountmn.gov

Project Name: Rosemount Industrial AUAR

Known or Suspected Cemeteries
☐ Platted Cemeteries ☒ Unplatted Cemeteries - T115 R19 S26 SE NE St. John's Cemetery, which is outside of the APE ☐ Burial File ☐ Authenticated Burial
Notes/Comments
Thank you for providing the Office of the State Archaeologist the chance to comment on the above listed project. While there are no previously recorded archaeological sites, archaeological site leads, or cemeteries in the proposed project area, the project area has moderate to high archaeological potential for archaeological sites or features. Therefore, the OSA recommends a phase I archaeological reconnaissance conducted by a qualified archaeologist. The phase I reconnaissance survey should include both Pre-contact and historical period cultural resources. The Minnesota Historical Society maintains a list of cultural resources specialists here for your convenience: https://www.mnhs.org/preservation/directory .
Recommendations

- ☐ Not Applicable
- ☐ No Concerns
- ☐ Monitoring
- ☐ Avoidance
- ☐ Phase Ia – Literature Review
- ☒ Phase I – Reconnaissance survey
- ☐ Phase II – Evaluation
- ☐ Phase III – Data Recovery
- ☐ Other

If you require additional information or have questions, comments, or concerns please contact our office.

Sincerely,



Jennifer Tworzyanski
Assistant to the State Archaeologist
OSA
Kellogg Center 328 Kellogg Blvd W
St Paul MN 55102
651.201.2265
jennifer.tworzyanski@state.mn.us



August 17, 2023

Anthony Nemcek, Senior Planner
City of Rosemount
2875 145th Street West
Rosemount, MN 55068

RE: City of Rosemount – Draft Alternative Urban Areawide Review (AUAR) – Rosemount Industrial
Metropolitan Council Review File No. 22857-2
Metropolitan Council District No. 12

Dear Anthony Nemcek:

Metropolitan Council staff completed its review of the Rosemount Industrial Draft AUAR to determine its accuracy and completeness in addressing regional concerns. Staff concludes that the Draft AUAR is complete and accurate with respect to regional concerns and does not raise major issues of consistency with Council policies. However, staff offers the following comments for your consideration:

Item 10 a.ii. Planned Land Use (*Todd Graham, Forecasts, 651-602-1322*)

If the development described in the document is absorbed into the market by 2040, this adds approximately 1,600 jobs in this part of Rosemount; this exceeds the City's TAZ allocation for the area.

The City included a TAZ allocation of the forecast in its 2040 Comprehensive Plan in 2020. The subject site is a small part of TAZ #625 (between the City's northern boundary and 145th Street). The adopted Rosemount 2040 Comprehensive Plan expects TAZ #625 to gain 538 households and 127 jobs during 2020-2040. Should this development proceed, the Council will assign a higher employment forecast in this zone (1,500 higher), and possibly a higher citywide total; this can be discussed with the next comprehensive plan amendment or as part of the 2050 comprehensive planning process.

Item 12 a.ii Ground Water (*John Clark, ES, 651-602-1452*)

Updates to the Rosemount local water supply plan are currently under review by the Minnesota Department of Natural Resources (DNR). The community has requested additional pumping infrastructure/capacity and revised future demand estimates to serve industrial customers. Prior to developing these parcels, the City should work with the DNR to ensure the water is available for this and future developments, and that any required system expansion aligns with the Rosemount local water supply plan. If additional wells are needed, ensure that accessing and using bedrock aquifers aligns with the Rosemount local water supply plan and that the City's wellhead protection plan is updated to include the additional well infrastructure to protect source waters.

If the City receives an updated and approved local water supply plan from the DNR, please submit the updated plan to the Metropolitan Council as a comprehensive plan amendment.

A highly vulnerable drinking water supply management area (DWSMA) for Rosemount borders this development to the West / Southwest. Expansion of the community's water supply wells in this area, additional pumping, or an update to the community's wellhead protection plan could result in the planned development being contained within the community's Drinking Water Supply Management Area (DWSMA). Any uses of this site, including the planned industrial use, should conform to the Rosemount wellhead protection plan.

The City may want to evaluate whether the proposed uses for this site could potentially contaminate the City's drinking water supply and ensure that all necessary precautions and best management practices (BMPs) are in place to protect drinking water. The City may want to explore smart-salting requirements for chloride management on site to help protect water supplies and nearby water resources. Properly planning for and preventing contamination to water sources is far less expensive than future remediation activities.

Opportunities to conserve and manage water efficiently through the development process should be explored. Conversion of rural residential and agricultural land to industrial uses lessens infiltration and increases runoff. If any areas on the site will be irrigated, implementing systems that include controllers that use in-ground moisture sensors, real-time weather data, and are regularly audited help to lessen water use during peak demand months. Additionally, planting areas with vegetation that is well adapted to drought conditions and requires little to no maintenance or fertilization lowers costs and irrigated water usage. Replacing trees that are removed from the site with new plantings or planting trees offsite offset the loss of carbon, increase shade, and improve other environmental and public health factors that are beneficial to the community.

Item 12 b.ii. Stormwater (*Maureen Hoffman, ES, 651-602-8026*)

The document states the development will adhere to total suspended solids standards but makes no mention of total phosphorous standards. We encourage the preparer to consider and incorporate total phosphorous removal into stormwater BMP design.

The Council encourages the developer to limit the removal of mature native trees. The AUAR states they will limit removal, but currently the proposal is to remove 97%. Where removal cannot be avoided the Council recommends replacement with native tree stands. Additionally, the Council recommends selecting and installing vegetation for landscaping that is native, draught-tolerant, chloride-tolerant, or chloride-friendly.

Item 20 a. Transportation (*Joe Widing, MTS, 651-602-1822*)

CSAH 42 is identified as a Tier 1 and Tier 2 expressway crossing barrier for bicyclists and pedestrians. The proposer should coordinate with Dakota County and the City of Rosemount to evaluate non-motorized site access to the study area as it develops to provide transportation options for future workers to supplement the other cited traffic mitigation measures.

CSAH 42 is a Principal Arterial, for any additional access to the study area, the proposer must coordinate with Dakota County. It is advised that any additional access to CSAH 42 consider guidance found in Appendix D of the *2040 Transportation Policy Plan* and must follow guidance in the Dakota County Transportation Plan to ensure the safe and reliable movement of people and goods along the region's Principal Arterial system.

The AUAR states that there is no transit which serves the study area. Route 484 express bus operates CSAH 42 past the study site. While this route only stops at the Rosemount Transit Station today, future development along the CSAH 42 corridor could drive service changes. Route 484 should be acknowledged.

The Council will not take formal action on the Draft AUAR. If you have any questions or need further information, please contact Patrick Boylan, Principal Reviewer, at 651-602-1438 or via email at patrick.boylan@metc.state.mn.us. As always, you can also contact your Sector Representative, Emma Dvorak, at 651-602-1399 or via email at emma.dvorak@metc.state.mn.us.

Sincerely,



Angela R. Torres, AICP, Senior Manager
Local Planning Assistance

CC: Tod Sherman, Development Reviews Coordinator, MnDOT - Metro Division
 Susan Vento, Metropolitan Council District No. 12
 Judy Sventek, Water Resources Manager
 Emma Dvorak, Sector Representative
 Patrick Boylan, Principal Reviewer
 Reviews Coordinator

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October 17, 2023

Anthony Nemcek, Senior Planner
City of Rosemount
2875 145th Street West
Rosemount, MN 55068

RE: City of Rosemount – Final Alternative Urban Areawide Review (FAUAR) – Rosemount Industrial
Metropolitan Council Review File No. 22857-3
Metropolitan Council District No. 12

Dear Anthony Nemcek:

Council staff has conducted a review of this Final Alternative Urban Areawide Review (FAUAR) and Mitigation Plan to determine its accuracy and completeness in addressing regional concerns. Council staff commented on the draft AUAR in its August 17, 2023 letter. The staff review has concluded that the FAUAR addresses previous comments and is complete and accurate with respect to regional concerns and raises no major issues of consistency with Council policies. The Council does not object to the FAUAR.

However, staff wish to reiterate the following comments:

Item 7. Climate Adaptation and Resilience (Eric Wojchik, 651-602-1330)

The project proposes several on-site adaptations, including best management practices (BMPs) related to rooftop solar readiness and native/pollinator plantings. Mitigation measures and BMPs to address on-site climate vulnerabilities are a welcome addition to the assessment.

Item 10. Land Use- Housing (Olivia Boerschinger, 651-602-1327)

Although land (including those with existing residential homes) is guided for Business Park, there is impact with the proposed development displacing residents of the 16 identified buildings on the various properties. Relocation assistance could be considered as a part of the development.

Item 12. Water Resources- Water Supply (John Clark 651-602-1452)

Prior to developing these parcels, the community should work with the Department of Natural Resources (DNR) to ensure local water sources are available for this and future developments, and that any required system expansion aligns with the Rosemount local water supply plan (LWSP). If the city receives an updated and approved LWSP from the DNR, please submit the updated plan to the Metropolitan Council as a comprehensive plan amendment.

If additional wells are needed, ensure that accessing and using bedrock aquifers aligns with the Rosemount LWSP and that the community's wellhead protection plan is updated to include the additional well infrastructure to protect source waters.

A highly vulnerable drinking water supply management area (DWSMA) for the city of Rosemount borders this development. Expansion of the community's water supply wells in this area,

additional pumping, or an update to the community's wellhead protection plan could result in the planned development being contained within the community's DWSMA. Any uses of this site, including the planned industrial use, should conform to the Rosemount wellhead protection plan. The city may want to evaluate whether the proposed uses for this site could potentially contaminate the city's drinking water supply and ensure that all necessary precautions and best management practices are in place to protect drinking water.

Item 14. Fish, Wildlife, Plant Communities, and Sensitive Ecological Resources-Environment (Maureen Hoffman, 651-602-8026)

We encourage the developer to limit the removal of mature native trees. The AUAR states they will limit removal, but currently they are proposing to remove 96% of mature, native trees. Where removal cannot be avoided, we recommend replacement with native tree stands. We recommend selecting and installing vegetation for landscaping that is native, draught-tolerant, chloride-tolerant or chloride-friendly.

Item 18. Greenhouse Gas (GHG) Emissions/Carbon Footprint (Eric Wojchik, 651-602-1330)

The expected lifespan of the project is 50 years, this equates to a total estimated 798,444 CO₂e metric tons over the lifetime of the development (including both construction and operations phases). The proposer will evaluate implementing the sustainability measures to reduce operational emissions. These mitigation measures include the following: use of energy efficient appliances, equipment, and lighting; energy efficient building shells; implementation of waste best management practices to recycle and compost materials, and inclusion of on-site landscaping to manage stormwater and enhance biodiversity.

This will conclude the Council's review of the FAUAR. The Council will take no formal action on the FAUAR. If you have any questions regarding the review or need further information, please contact Emma Dvorak, Principal Reviewer, at 651-602-1399 or via email at emma.dvorak@metc.state.mn.us.

Sincerely,



Angela R. Torres, AICP, Senior Manager
Local Planning Assistance

CC: Tod Sherman, Development Reviews Coordinator, MnDOT Metro Division
Susan Vento, Metropolitan Council District No. 12
Emma Dvorak, Sector Representative/Principal Reviewer
Reviews Coordinator

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City Council Regular Meeting: November 6, 2023

AGENDA ITEM:	Request by SKB for approval of the SKB ROSEMOUNT 2 nd Addition Final Plat	AGENDA SECTION:	CONSENT AGENDA
PREPARED BY:	Anthony Nemcek , Senior Planner	AGENDA NO.	6.j.
ATTACHMENTS:	Resolution, Site Location, Final Plat , Preliminary Plat, SKB Expansion Plan, Parks And Recreation Director's Memo dated October 18, 2023, Engineer's Memo dated May 10, 2022	APPROVED BY:	LJM
RECOMMENDED ACTION: Motion to adopt a resolution approving the SKB ROSEMOUNT 2ND ADDITION final plat, subject to conditions.			

BACKGROUND

The City Council is being asked to consider a request by SKB Environmental for approval of the SKB ROSEMOUNT 2nd Addition final plat. The Plat area contains the land that will encompass the expansion of SKB's landfill that was approved in 2022. It also includes the right of way for a future road connecting Ehlers Path and Courthouse Boulevard and an outlot along the eastern plat boundary that is anticipated to eventually be developed with the land east of the site. The final plat is generally consistent with the preliminary plat that was approved except for changes to the alignment of the north/south roadway, namely the shifting of the access onto Courthouse Boulevard to the east to straighten the roadway. A previous alignment had located the access further west, but the turning movements would not work for the type of truck traffic that will be using the road. The Planning Commission and staff are recommending approval of the final plat, subject to the conditions listed in the resolution.

Applicant:	SKB Environmental
Location:	13625 Courthouse Boulevard
Gross Area:	75.60 Acres
Net Area:	75.60 Acres
Existing Comp Plan Designation:	WM-Waste Management and BP-Business Park
Existing Zoning:	WM-Waste Management and AG-Agriculture

PLANNING COMMISSION ACTION

This request was reviewed by the Planning Commission as part of the consent agenda during its meeting on October 24, 2023. The Commission pulled this item for discussion in order to allow staff to provide some background and context for the request. The Commission voted unanimously to recommend the City Council approve the final plat.

CONTEXT

The landfill operation to the west of the plat area has been in operation since 1992. The current owner, SKB Environmental, acquired the landfill in 2000 and over the years has received approvals to gradually expand the operation since it took ownership. Most recently, in 2022, the applicant received approval to further expand the landfill operation, subject to certain conditions such as the construction of a public road running north and south to connect Ehlers Path with Courthouse Boulevard. Staff recommended that condition of approval to create a permanent barrier against any further expansion eastward, thus preserving the land closest to the intersection of Courthouse Boulevard/Highway 55 and County Road 42 for commercial and business park development. The applicant is working toward meeting the conditions of the 2022 approval, which included a preliminary plat, and the applicant's latest step is to get approval of the final plat.

The expansion plan also includes new buildings to be constructed that will replace existing buildings in the northern portion of the landfill site. In addition to the final plat approval currently being requested, SKB will also need site plan approval for the new buildings that are proposed. SKB is working with the MPCA to complete the necessary reviews to allow Dakota County to issue the necessary permits for the expansion of the land fill. Once the new public road is constructed, the existing access to Courthouse Boulevard will be removed, and primary access into the site will be made from the new road.

ISSUE ANALYSIS

Legal Authority. Final Plat approval is a quasi-judicial action because the City has a set of standards and requirements for reviewing this type of application. Generally, if the final plat meets the ordinance requirements, it must be approved.

Land Use and Zoning. The subject property is guided on the western portion of the site for WM-Waste Management and to the east BP-Business Park. The area guided WM-Waste Management is also within the WM-Waste Management zoning district. The current zoning was applied by the Council in 2022 concurrently with the approval of the landfill expansion. The eastern portion of the plat area still retains its AG-Agriculture zoning, which is consistent with the City's practice of waiting until land develops before rezoning it into conformance with the City Code.

Plat. The proposed plat shows two parcels, one that will contain the expansion area of the SKB landfill and an outlot that is anticipated to be combined and developed with the land east of the site. Separating the two parcels is right of way for the new public road that will provide access to the site upon its completion. The plat is consistent with the preliminary plat approved in 2022. Any differences from the preliminary plat are a result of conditions of approval of the preliminary plat, specifically the realignment of the new public road.

Parks and Open Space. Parks and Recreation staff reviewed the proposed plat and provided the attached memorandum. Staff is recommending the City collect cash-in-lieu of park land dedication. The City Code requires a dedication equal to 10% of the land being developed, which in this case is 5.6 acres based on the 56-acre area of Lot 1 Block 1. The fee is based on a price of \$50,000/acre, so in this case that amounts to \$280,000. When Outlot A is developed in conjunction with land east of the plat area, it will be included in the park dedication calculation for development in that area.

Parks and Recreation staff is also recommending a condition of approval that requires SKB to provide a 30' easement along the south side of the property adjacent to Ehlers Path to accommodate a future regional trail that will connect the City's trail system to the Mississippi River trail at Spring Lake Park.

Engineering Comments. Engineering staff reviewed the preliminary plat in 2022, and comments provided then were focused on the utilities to be constructed on the site along with the new public road. Those comments remain relevant as SKB is working toward the start of the expansion project, and development of the site shall comply with the requirements of the City's engineer. In addition to compliance with the requirements of the City Engineer, execution of a subdivision agreement that spells out developer responsibilities is included in the conditions of approval being recommended by staff.

RECOMMENDATION

The Planning Commission and staff find the proposed final plat to be consistent with the preliminary plat approved by the City in 2022 and recommend approval, subject to conditions listed in the attached resolution.

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2023-XX

**A RESOLUTION APPROVING THE FINAL PLAT
FOR SKB ROSEMOUNT SECOND ADDITION**

WHEREAS, the Community Development Department of the City of Rosemount received a request for Final Plat approval from SKB Environmental, concerning property legally described as:

Outlot A, SKB ROSEMOUNT 1ST ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

And

Lot 1, Block 1, PINE BEND DEVELOPMENT CO. 1ST ADDITION, according to the recorded plat thereof, Dakota County Minnesota,

And

That part of the Northeast Quarter of the Northeast Quarter of Section 29, Township 115, Range 18, lying northerly of Dakota County Road No. 38,

And

The West 116.00 feet of the Northwest Quarter of the Northwest Quarter of Section 28, Township 115, Range 18, lying northerly of County Road No. 38 (142nd Street E.).

WHEREAS, on October 24, 2023, the Planning Commission of the City of Rosemount reviewed the Final Plat for SKB ROSEMOUNT Second Addition; and

WHEREAS, on October 24, 2023, the Planning Commission recommended approval of the Final Plat for SKB ROSEMOUNT Second Addition, subject to conditions; and

WHEREAS, on November 6, 2023, the City Council of the City of Rosemount reviewed the Planning Commission's recommendation and the Final Plat for SKB ROSEMOUNT Second Addition.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Rosemount hereby approves the Final Plat for SKB ROSEMOUNT Second Addition, subject to the following conditions:

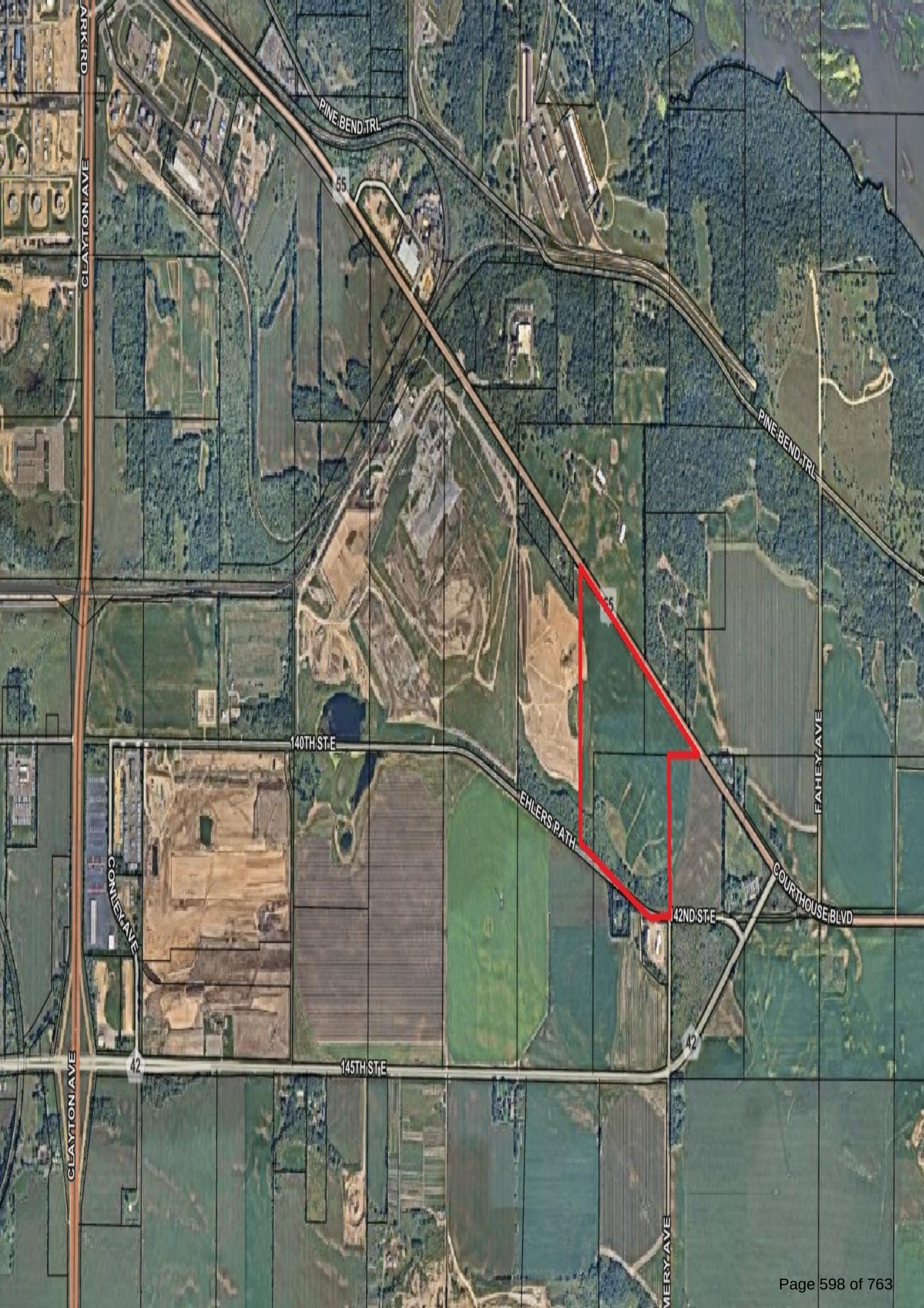
1. Approval of a subdivision agreement.
2. Payment of cash-in-lieu of land dedication in the amount of \$280,000.
3. The park dedication requirement for Outlot A shall be met with the development of that parcel.
4. The plat shall be updated to include a thirty foot wide trail easement along the southern boundary of the plat area.
5. Site development shall conform to all requirements of the City Engineer included in the attached memorandum dated May 10, 2022.
6. Submittal of a landscaping surety will be a condition of approval of any future site plan review.

ADOPTED this 6th day of November 2023, by the City Council of the City of Rosemount.

ATTEST:

Jeffery D. Weisensel, Mayor

Erin Fasbender, City Clerk

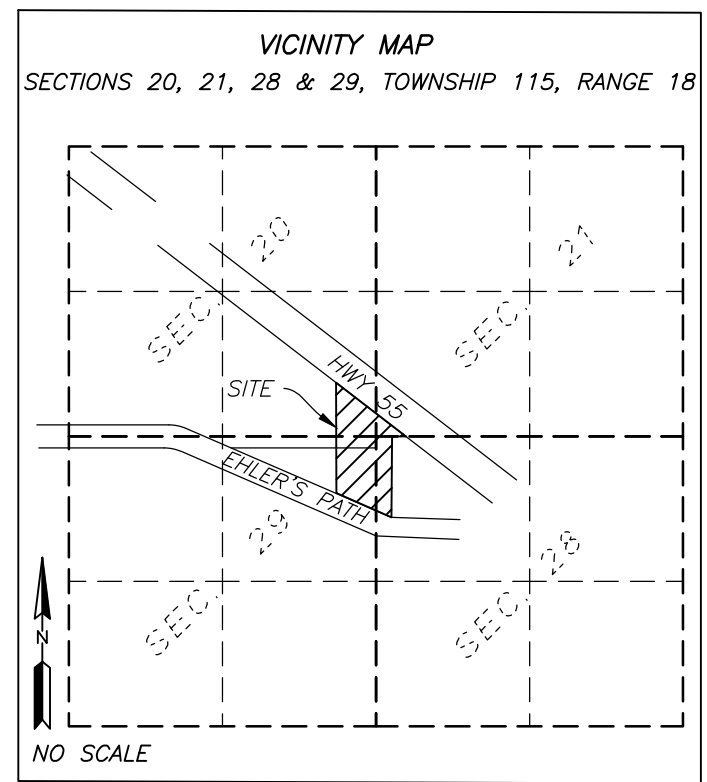
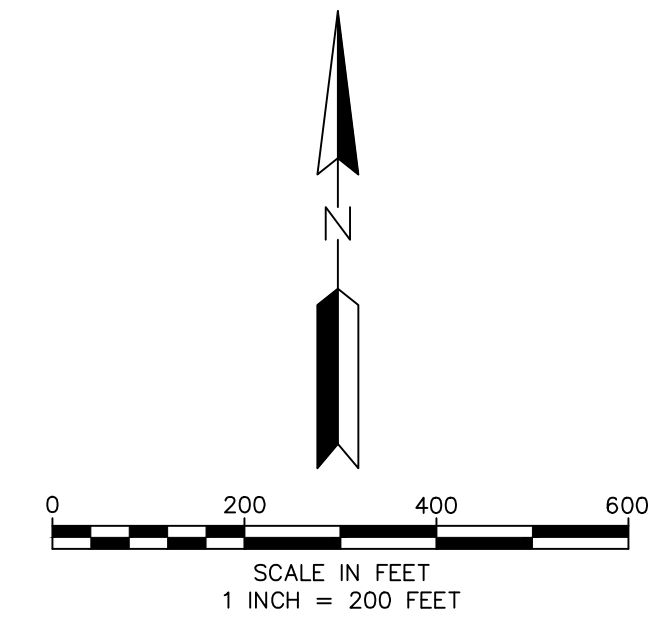




- DENOTES IRON MONUMENT FOUND AS SHOWN
- DENOTES 1/2 INCH X 14 INCH IRON MONUMENT SET WITH PLASTIC CAP MARKED RLS NO. 46563 UNLESS OTHERWISE INDICATED
- ⦿ DENOTES "PK" NAIL FOUND AS SHOWN
- (PLAT) DENOTES PLAT OF PINE BEND DEVELOPMENT CO. 1ST ADDITION

BEARING ORIENTATION NOTE:

BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE
OF OUTLOT A, SKB ROSEMOUNT 1ST ADDITION WHICH
BEARS S00°12'12"W



KNOW ALL PERSONS BY THESE PRESENTS: That SKB Environmental, Inc, a Minnesota corporation, owner of the following described property:

Outlot A, SKB ROSEMOUNT 1ST ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

And

Lot 1, Block 1, PINE BEND DEVELOPMENT CO. 1ST ADDITION, according to the recorded plat thereof, Dakota County, Minnesota,

And

That part of the Northeast Quarter of the Northeast Quarter of Section 29, Township 115, Range 18, lying northerly of Dakota County Road No. 38,

And

The West 116.00 feet of the Northwest Quarter of the Northwest Quarter of Section 28, Township 115, Range 18, lying northerly of County Road No. 38 (142nd Street E.).

Has caused the same to be surveyed and platted as SKB ROSEMOUNT 2ND ADDITION and does hereby dedicate to the public for public use the public ways, trail and drainage and utility easements as created by this plat.

In witness whereof said SKB Environmental, Inc., a Minnesota corporation, has caused these presents to signed by its proper officer this _____day of_____, 20_____

Signed: SKB Environmental, Inc.

_____, its _____

(Name Printed)

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____ by _____.

(Signature)

(Name Printed)

Notary Public, _____County, _____

My Commission Expires_____

SURVEYORS CERTIFICATE

I, Gary Bjorklund do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; 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, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20_____.

Gary Bjorklund, Land Surveyor
Minnesota License No. 46563

STATE OF FLORIDA
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20____, by Gary Bjorklund.

(Signature)

(Name Printed)

Notary Public, _____County, Florida

My Commission Expires_____

CITY COUNCIL, CITY OF ROSEMOUNT, STATE OF MINNESOTA

This plat was approved by the City Council of Rosemount, Minnesota, this _____ day of _____, 20____, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03. Subd. 2.

Mayor _____ Clerk _____

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 20____.

Todd B. Tollefson
Dakota County Surveyor

DEPARTMENT OF PROPERTY TAXATION AND RECORDS, COUNTY OF DAKOTA, STATE OF MINNESOTA

Pursuant to Minnesota Statutes, Section 505.021, Sub. 9, taxes payable in the year 20____ 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____.

Amy A. Koethe, Director Department of Property Taxation and Records

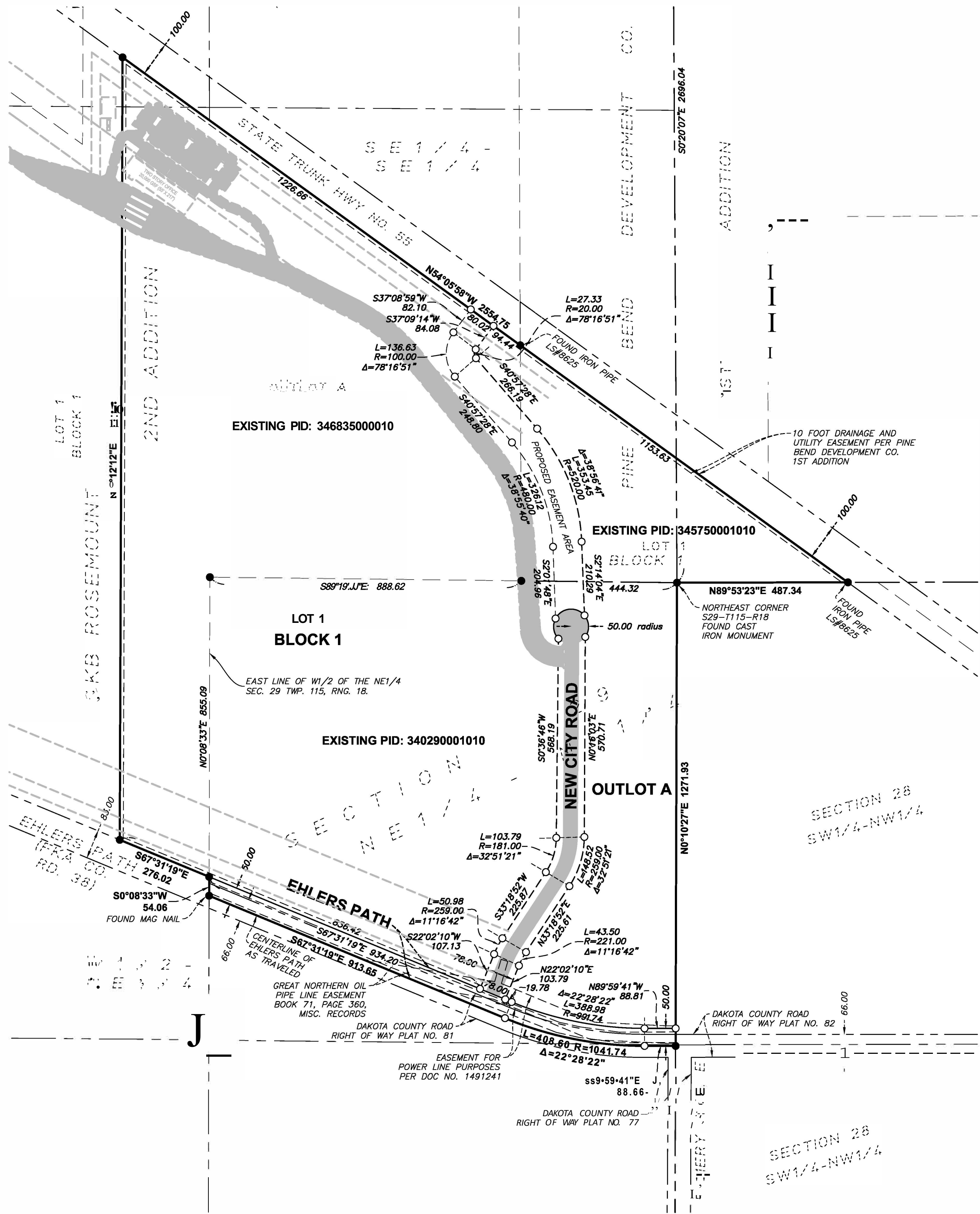
COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of SKB ROSEMOUNT 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, Page _____, as Document Number _____

By: _____
Amy A. Koethe, County Recorder

\\22770265-1\\Survey\\3053-22-1\\Pre and Final\\Plate 3-2-2022.dwg 3/2/2022 8:57 AM

PRELIMINARY PLAT - SKB ROSEMOUNT 2ND ADDITION



OWNER/SUBDIVIDER:
SKB ENVIRONMENTAL
251 STARKEY STREET
ST. PAUL, MN 55107

SURVEYOR/ENGINEER:
WENCK ASSOCIATES
1802 WOODDALE DRIVE
WOODBURY, MN 55125

CURRENT ZONING:
GI-GENERAL INDUSTRIAL
AG-AGRICULTURAL

PROPOSED ZONING:
LOT 1: WASTE MANAGEMENT
OUTLOT A: AG-AGRICULTURAL

EXISTING PARCEL DESCRIPTIONS:

PID:346835000010, 345750001010, 340290001010

Outlot A, SKB ROSEMOUNT 1ST/ ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

And

Lot 1, Block 1, PINE BEND DEVELOPMENT CO. 1ST ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

And

That part of the Northeast Quarter of the Northeast Quarter of Section 29, Township 115, Range 18, lying northerly of Dakota County Road No. 38.

AREA TABULATION:

LOT 1:	56.78 ACRES +/-
OUTLOT A:	15.10 ACRES +/-
EHLERS PATH:	1.63 ACRES +/-
NEW CITY ROAD:	2.09 ACRES +/-
TOTAL:	75.60 ACRES +/-

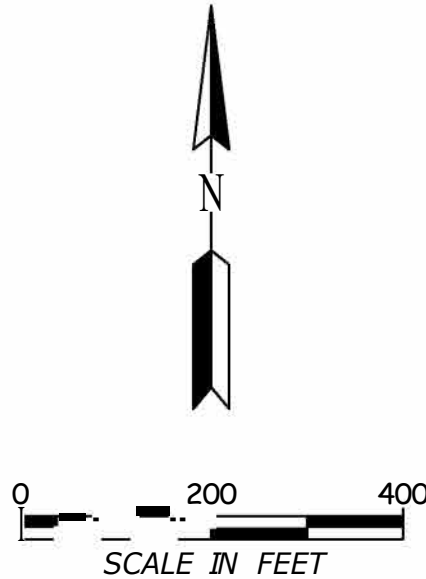
SURVEYORS CERTIFICATION:

I hereby certify that this survey was completed by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.

3/2/2022
Gary J. Bjorklund Date
LS 46563

LEGEND

- 0 SET 3/4"X18" IRON PIPE
MARKED L.S. 43055
- FOUND MONUMENT



1802 WOODDALE DR.
WOODBURY, MN 55125
Ph:651-395-5212

CLIENT NAME

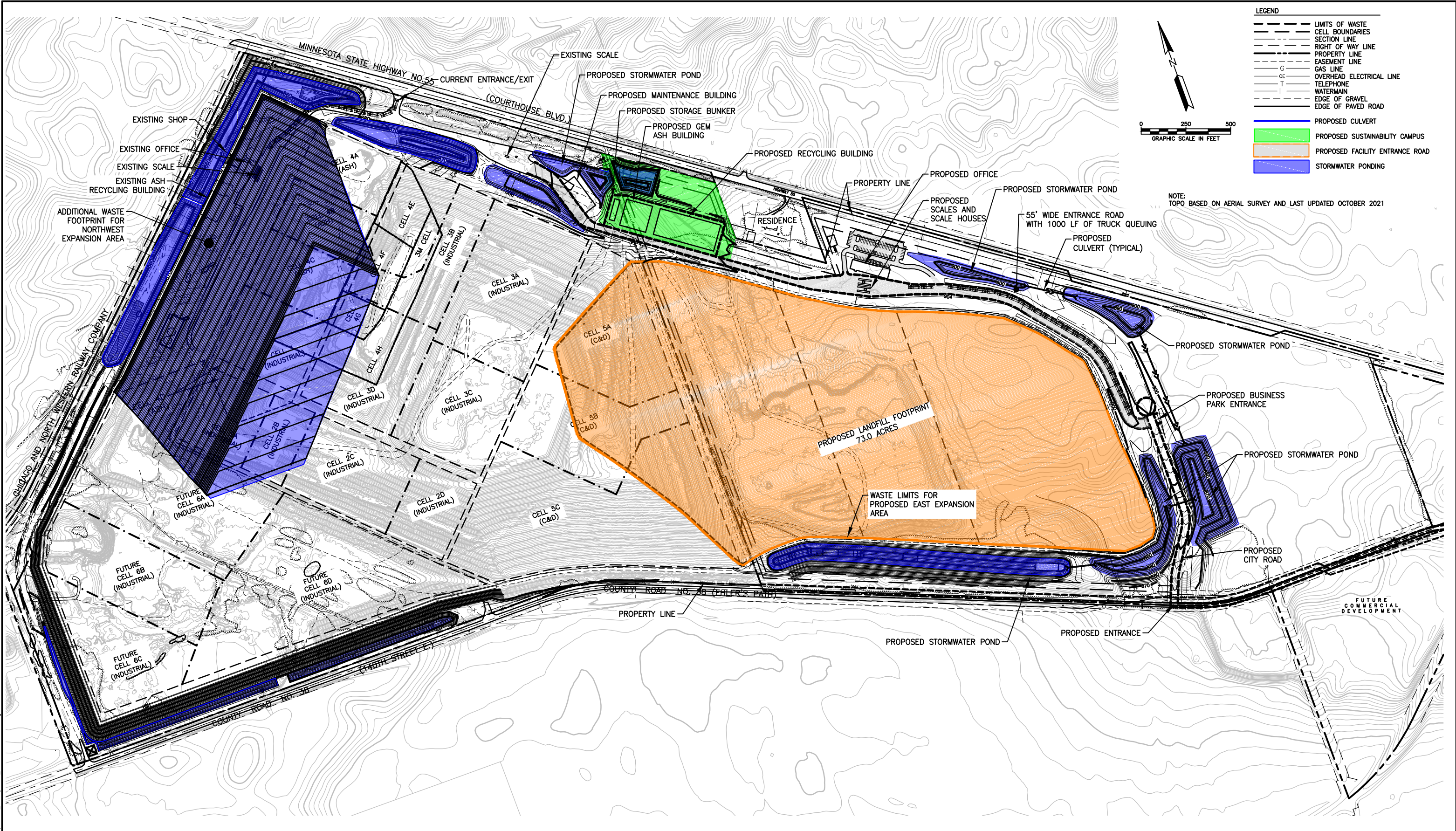
SKB ENVIRONMENTAL

PROJECT TITLE

PRELIMINARY PLAT

OWN BY XXX	CHK'D XXX	APP'D XXX	DWG DATE SCALE 1" = 200'	SEE ABOVE
PROJECT NO. 227702665	SHEET NO. 1 OF 1			

Plot Date & Time: 11 April 2022 1:42 PM
U:\227701721\dwg\civil\post 02_2022\02_102_OVERALL SITE PLAN.dwg



1	FINAL SUBMITTAL TO CITY	JVB	TJS	APRIL 2022
0	SUBMITTAL TO CITY	JVB	TJS	NOV. 2020
REV	REVISION DESCRIPTION	DWN	APP	REV DATE

SEAL

SUB CONSULTANT

PRIME CONSULTANT

 **Stantec**

PROJECT TITLE
INTERIM USE PERMIT APPLICATION

ROSEMOUNT ENVIRONMENTAL
LANDFILL

SHEET TITLE OVERALL SITE PLAN			
DWN BY JVB	CHK'D TJS	APP'D TJS	DWG DATE DEC. 2019
PROJECT NO. 227702665		SHEET NO. PLN SHT 2	SCALE AS NOTED
		REV NO. 1	



M E M O R A N D U M

To: Adam Kienberger, Community Development Director
Anthony Nemcek, Senior Planner
Julia Hogan, Planner

From: Dan Schultz, Parks and Recreation Director

Date: October 18, 2023

Subject: SKB Final Plat

The Parks and Recreation Department recently received the plans for the Final Plat from SKB. After reviewing the plans, the Parks and Recreation Department staff has the following comments:

Parks Dedication

Staff is recommending that the City collect cash in-lieu of land to satisfy the park dedication requirement for the development. The dedication requirement for industrial development is 10% of the site being developed. Lot1 block 1 of the SKB project is 56.42 acres in size, thus the parks dedication would be based on 5.6 acres of land multiplied by the per acre fee of \$50,000 or the fee at the time of final plat. The current cash dedication requirement would be \$280,000 (5.6 acres multiplied by \$50,000).

Regional Trail

Staff is recommending that the developer provide the necessary space for the Rosemount Greenway/Regional Trail by providing for a thirty-foot regional trail easement on the south side of the property adjacent to Ehlers Path.

Please let know if you have any questions about this memo.

Memorandum

To: Anthony Nemcek, Planner

CC: Adam Kleinberg, Community Development Director
Stacy Bodsberg, Planning & Personnel Secretary
Brian Erickson, City Engineer

From: Tim Hanson PE, WSB Engineering Consultant

Date: May 10, 2022

Re: SKB Rosemount 2nd Addition
Preliminary Plat Review
Preliminary Site Construction Plan Review
WSB File No 0018532-000

SUBMITTAL:

A Preliminary Plat and Preliminary Site Construction Plan for SKB Rosemount 2nd Addition have been submitted. The plat is located south of TH 55, north of Ehlers Path and west of CSAH 42. The Second Addition is adjacent and east of SKB Rosemount, the solid waste facility. The submittal was prepared by Stantec Consulting Services, Inc. of Golden Valley, MN for SKB Environmental. Engineering review comments were generated from the following plat documents dated 04-11-2022, consisting of:

- Existing Conditions
- Site Plan
- Grading Plan
- Utility Plan
- Landscape Plan

EXISTING CONDITIONS:

The parent parcels of SKB Environmental 2nd Addition consists of Outlot A, SKB Environmental, Lot 1, Block 1 Pine Bend Development Corporation and a metes and bounds parcel. The lands current use is Agricultural land and a forested area. SKB Environmental 2nd Addition is an expansion to the east of the sold waste landfill. The platted area is 75.6 acres.

PRELIMINARY PLAT AND SITE PLAN

SKB Environmental 2nd Addition consists of one lot and one outlot. The platted lot contains the landfill expansion and industrial buildings proposed for the processing of solid waste. The outlot is for future development of a business park. The proposed plat includes the extension of one public street between Ehlers Path and Trunk Highway 55. This city street will provide direct access to the landfill and the processing buildings. The proposed plat also provides a 50-foot wide ½ right of way for the north half of Ehlers Path.

The preliminary plans identify the construction of the southerly portion of the proposed city street routing traffic to the site from TH 55 to CSAH 42 to 142nd Street/Ehlers Path to the new city street and then into the site. The utilization of 142nd Street and Ehlers Path for access and egress will

destroy the existing pavement as the current pavement is not adequate to accommodate heavy truck traffic. The proposed city street is shown to have right of way dedication from Ehlers Path to TH 55 but only the southerly portion is identified to be constructed at this time. The northerly right of way alignment has a sharp curve immediately south of its intersection with TH 55. The minimum street centerline radius must be increased to 300 feet.

Access to the site extends from the proposed city street located along the easterly plat boundary. Upon accessing the site there is a 1,600-foot driveway extending up to scales and the proposed office building. From the scales the truck traffic would continue west approximately 800 feet to access the landfill areas and proposed processing buildings. Egress from the site is identified to continue west utilizing the existing driveway that extends from TH 55. Egress can also be accomplished utilizing the same route as for accessing the area.

Four buildings are proposed on the site. An office building, maintenance building, gem ash building and recycling building. The buildings are located on the north side of the plat adjacent to TH 55. The private driveway provides access and egress to each of the buildings.

The existing buildings serving the existing landfill area will be removed.

Outlot A, SKB Environmental 2nd Addition is located on the east side of the proposed city street and will be provided access and egress from the proposed street.

1. The development Fees are indicated below based on the 2022 Schedule of Rates and Fees. Fees are due with the final plat and subdivision (development) agreement.
 - Watermain Trunk Charge: \$6,500/acre
 - Storm Sewer Trunk Charge: \$6,865/ net developable acre
2. The proposed future street extending from TH 55 must have a minimum 300-foot centerline radius. Revise the street centerline or straighten the road.
3. The proposed access and egress from the site will utilize Ehlers Path between the proposed street and CSAH 42. Ehlers Path does not have pavement structure adequate to support heavy truck traffic.
4. Remove the existing driveway approach and culvert from the TH 55 right-of-way for the existing residential property where the recycling building is proposed.
5. Verify that the proposed driveway from the future City street will accommodate truck turning radii.
6. The pavement extending around the buildings must be more than 20 feet from the building for fire equipment access and operations.
7. The right-of-way width for the city street must be shown on the site plan. The minimum width for a rural section street is 100-feet.

GRADING AND DRAINAGE

Development of the landfill creates a 160-foot-tall berm that parallels TH 55. Site grading and drainage north of the berm splits at the proposed office building. East of the building runoff flows to the east/southeast along the north side of the driveway. This drainage way collects runoff from the proposed office building, parking lot and driveway and is routed through 4 ponding and infiltration areas. Runoff from west of the office building flows to the west through a series of ponds and infiltration areas to an existing infiltration basin. Drainage within the landfill area is collected by an underground tile system and pumped to a wastewater treatment facility. A 6-foot-tall berm is located between the drive isle and the private property to the north.

8. FES 108 to FES 109 does not have cover over the pipe.
9. Fes 106 to FES 105 does not have cover over the pipe.
10. There are several drainage arrows that conflict with each other.
11. Provide a plan and profile view of the city street between TH 55 and Ehlers Path.

12. The ponding area in the southeast corner of the plat will flood across Ehlers Path before water elevations reach the culvert elevation of FES 103.
13. Outlet FES must have riprap erosion protection extended to the bottom of the ponding basin.

SANITARY SEWER AND WATERMAIN

Sanitary sewer service for the site is provided utilizing an on-site septic tank and drain field system. The system design will be reviewed by the building official at the time of building permit application. City sanitary sewer is not extended to the site, ultimately public sanitary sewer would extend from the north/northeast to the office building area. The landfill will slightly alter the Cities Comprehensive Sanitary Sewer Plan in that a proposed trunk line will be moved to the east to serve property east of SKB Environmental Second Addition.

Water service to SKB Environmental Second Addition will be provided by extending an existing 16-inch trunk watermain east along the north side of TH 55 to the proposed future street. The 16-inch trunk watermain must then be extended south within the future city street to Ehlers Path. Water service to the site is provide from a looped water line that extends between the 16-inch trunk watermain.

14. The watermain extension along TH 55 and within the future City street is 16 inch.
15. Hydrant locations and spacing need to be modified so spacing does not exceed 400 feet.

STORM SEWER

Storm sewer design and layout will be reviewed with the surface water management plan submitted for the site. The plan is currently under review.

SURFACE WATER MANAGEMENT

The surface water management plan for SKB Environmental Second Addition will be reviewed under a separate cover. Comments included in the surface water management review shall be incorporated in the project design.

LANDSCAPE PLAN

The Landscape plan was reviewed for conflicts with infrastructure. Tree plantings should allow space for access and maintenance of proposed infrastructure.

General

Infrastructure design shall be completed in accordance with the City of Rosemount's Engineering Guidelines and Standards. Infrastructure construction shall be completed in accordance with the latest edition of the City's General Specifications and Standard Detail Plates for Street and Utility Construction.

City Council Regular Meeting: November 6, 2023

AGENDA ITEM: Approve Assignment of Subdivision Agreement - Rich Valley 1st Addition	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Nick Egger, Public Works Director	AGENDA NO. 6.k.
ATTACHMENTS: Assignment of Subdivision Agreement Consent Form, Rich Valley 1st Addition Subdivision Agreement	APPROVED BY: LJM
RECOMMENDED ACTION: Approve agreement with Scannell Properties, LLC to assign the Rich Valley 1st Addition subdivision agreement to SP MIM Rosemount, LLC (FedEx distribution center)	

BACKGROUND

Scannell Properties is nearing completion of the new FedEx distribution center facility located on Lot 1, Block 1 of the Rich Valley 1st Addition Plat, and will soon be turning over ownership of this parcel to the eventual operating entity for the facility, SP MIM Rosemount, LLC. Per Section 26.1 of the subdivision agreement for the Rich Valley 1st Addition between the Scannell Properties and the City, the developer (Scannell) may not assign the subdivision agreement without the written consent of the City Council.

The attached consent form drafted by the City Attorney's office and partially executed by Scannell Properties is the mechanism by which Scannell is able to assign the subdivision agreement.

The subdivision agreement has also been attached for reference.

There are no financial implications on the City as a result of the assignment agreement.

RECOMMENDATION

Staff recommends that the City Council approve the attached consent form, authorizing the Mayor and City Clerk to affix their signatures.

ASSIGNMENT AND ASSUMPTION OF SUBDIVISION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF SUBDIVISION AGREEMENT (the “Assignment”) is entered into as of the ____ day of _____, 2023, by and between **SCANNELL PROPERTIES #527, LLC**, an Indiana limited liability company (“Assignor”), and **SP MIM ROSEMOUNT, LLC**, a Delaware limited liability company (“Assignee”). The following recitals are a material part of this Assignment:

A. Assignor, as “Developer”, entered into a certain Subdivision Agreement for Rich Valley 1st Addition dated August 16, 2022 and recorded on October 6, 2022 in the Office of the County Recorder of Dakota County, Minnesota as Instrument Number 3561516 (the “**Subdivision Agreement**”), with the City of Rosemount, a Minnesota municipal corporation (the “**City**”), concerning the development by Assignor of certain real estate in Rosemount, Dakota County, Minnesota, as more particularly described in the Subdivision Agreement (the “**Property**”).

B. Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor’s rights, interests, liabilities, duties and obligations under the Subdivision Agreement.

C. Pursuant to Section 26.I of the Subdivision Agreement, Assignor is permitted to assign the Subdivision Agreement upon the written approval of the City.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Assignment and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, effective on the date of full execution of this Assignment, including consent by the City (the “**Effective Date**”), Assignor and Assignee hereby agree as follows:

1. Assignment and Assumption of Obligations. As of the Effective Date, Assignor assigns to Assignee all of its right, title and interest in, to and under the Subdivision Agreement. Assignee accepts such assignment and all of Assignor’s rights under the Subdivision Agreement; further, Assignee hereby assumes, and agrees to perform and be responsible for, all of Assignor’s liabilities, duties and obligations under the Subdivision Agreement. From and after the Effective Date, Assignor shall be fully released from any and all liabilities or from the performance of any duties or obligations under the Subdivision Agreement.

2. City Consent. This Assignment is contingent upon the City’s consent, as required by the Subdivision Agreement. The City’s written consent is indicated by the City’s execution on the consent page of this Assignment.

3. Indemnification.

A. By Assignor. Assignor agrees to, and hereby does, indemnify, save and hold Assignee harmless of, from and against any and all loss, cost, expense, liability, damages, actions, causes of action, demands or claims arising out of or in connection with the

obligations of Assignor under the Subdivision Agreement accruing prior to the Effective Date, including, but not limited to, reasonable attorneys' fees.

B. By Assignee. Assignee agrees to, and hereby does, indemnify, save and hold Assignor harmless of, from and against any and all loss, cost, expense, liability, damages, actions, causes of action, demands or claims arising out of or in connection with the obligations of Assignee under the Subdivision Agreement accruing on or after the Effective Date, including, but not limited to, reasonable attorneys' fees.

4. No Defaults. As of the Effective Date, Assignor is not in default under the Subdivision Agreement, and to Assignor's knowledge, without independent investigation or inquiry, no event has occurred which, with the giving of notice or the passage of time would constitute a default on the part of Assignor under the Subdivision Agreement.

5. Benefited Parties. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the state in which the Property is located.

7. Authority. Each party hereby represents to the other that it has full power and authority to execute, deliver and perform its obligations hereunder.

8. Recording. This Assignment shall be recorded with the Office of the Recorder for Dakota County, and shall serve as evidence of the assignment of the Subdivision Agreement to Assignee.

9. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. The parties agree that signatures transmitted by facsimile or scanned and emailed shall have the legal effect of original signatures. At the request of either party, the parties shall promptly exchange executed original counterparts of this Assignment.

10. Notices. All notices required to be given to Assignee under the Subdivision Agreement shall be given to Assignee at:

SP MIM Rosemount, LLC
8801 River Crossing Blvd., Suite 300
Indianapolis, Indiana 46240
Attn: Courtney Kanzinger, Counsel

[Execution and consent on following pages.]

IN WITNESS WHEREOF, this Assignment has been executed on behalf of the parties hereto as of the date first above written.

ASSIGNOR:

SCANNELL PROPERTIES #527, LLC,
an Indiana limited liability company

By: 
Marc D. Pfleging, Manager

Date: October 31, 2023

STATE OF INDIANA }
COUNTY OF MARION } ss.:

This instrument was acknowledged before me this 31st day of October, 2023, by Marc D. Pfleging, Manager of SCANNELL PROPERTIES #527, LLC, an Indiana limited liability company, on behalf of said limited liability company.





ASSIGNEE:

SP MIM ROSEMOUNT, LLC,
a Delaware limited liability company

By: 
Marc D. Pfleging, Manager

Date: October 31, 2023

STATE OF INDIANA }
COUNTY OF MARION } ss.:

This instrument was acknowledged before me this 31st day of October, 2023, by Marc D. Pfleging, Manager of SP MIM ROSEMOUNT, LLC, a Delaware limited liability company, on behalf of said limited liability company.





CONSENT OF CITY

City hereby consents to the foregoing Assignment and Assumption of Subdivision Agreement this ____ day of November, 2023, and hereby approves SP MIM ROSEMOUNT, LLC, a Delaware limited liability company, as Assignee.

CITY:

CITY OF ROSEMOUNT,
a Minnesota municipal corporation

By: _____
Erin Fasbender, City Clerk

By: _____
Jeffery D. Weisensel, Mayor

STATE OF MINNESOTA }
COUNTY OF DAKOTA } ss.:

The foregoing was acknowledged before me this ____ day of _____, 2023, by Erin Fasbender, City Clerk of the City of Rosemount, a Minnesota municipal corporation, on behalf of the municipal corporation.

NOTARY STAMP

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

STATE OF MINNESOTA }
COUNTY OF DAKOTA } ss.:

The foregoing was acknowledged before me this ____ day of _____, 2023, by Jeffery D. Weisensel, Mayor of the City of Rosemount, a Minnesota municipal corporation, on behalf of the municipal corporation.

NOTARY STAMP

SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

SUBDIVISION AGREEMENT
Rich Valley 1st Addition

August **SUBDIVISION AGREEMENT** (this “**Agreement**”) dated this 16th day of _____, 2022 by and between the CITY OF ROSEMOUNT, a Minnesota municipal corporation, (the “**City**”), and SCANNELL PROPERTIES #527, LLC, an Indiana limited liability company, (the “**Developer**”).

1. **Request for Plat Approval.** The Developer has asked the City to approve the subdivision of land and a plat of land to be known as Rich Valley, 1st Addition, which land is legally described on ATTACHMENT ONE, attached hereto and hereby made a part hereof (hereinafter referred to as the “**Subject Property**”).
2. **Conditions of Plat Approval.** The City has approved the subdivision and the plat on the following conditions:
 - a. Incorporation of recommendations of the City Engineer concerning design and installation of public infrastructure and including grading, erosion control, streets and utilities contained in the Engineer’s Memo dated September 22, 2021.
 - b. Payment of \$483,750 as fee-in-lieu of park land dedication.
 - c. Dedication of or easement in favor of the City for the half right-of-way by Great River Energy, a Minnesota cooperative (the adjacent property owner) for the north-south road along the eastern site boundary to be known as Drivers Avenue.
 - d. Vacation of the existing drainage and utility easements.
3. **Phased Development.** The City may refuse to approve final plats of subsequent additions of the plat if the Developer has breached this Agreement and the breach has not been remedied. Development of subsequent phases may not proceed until Subdivision Agreements for such phases are approved by the City.
4. **Effect of Subdivision Approval.** For two (2) years from the date of this Agreement, no amendments to the City's Comprehensive Plan, except an amendment placing the plat in the current urban service area, or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the approved plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting or dedication requirements enacted after the date of this Agreement.

5. **Development Plans.** The subject property shall be developed in accordance with the following plans, specifications and contract documents, original copies of which are on file with the City Engineer. The plans and contract documents may be prepared, subject to City approval, after entering this Agreement, but before commencement of any work on the Subject Property. If the plans vary from the written terms of this Agreement, the written terms shall control. The plans are:

Plan A - Plat

Plan B - Soil Erosion Control Plan and Schedule

Plan C - Drainage and Storm Water Runoff Plan

Plan D - Plans and Specifications for Public Improvements

Plan E - Grading Plan and Building Pad Elevations

Plan F - Street Lights

Plan G - Landscape Improvements

City-Installed Public Infrastructure Improvements that lie within the public right-of-way for Driver Avenue, 140th Street, and County State Aid Highway 42 will be designed by the City's consulting civil engineer.

Developer Improvements outside of the public rights of way on the Developer's private property and/or within easements on the Developer's private property will be designed by the Developer's consulting engineer and must be approved by the City. Such approvals shall not be unreasonably withheld and the City shall approve or provide Developer with necessary revision comments within 30 calendar days of Developer submittal of these plans and specifications. The City will perform all construction inspection for the portion of the Developer Improvements which are in public rights of way and/or easements, at the Developer's expense. Construction inspection includes but is not limited to inspection, testing, documentation, and monitoring.

6. **Installation by Developer.** To the extent contemplated by the plans in Section 5 above, the Developer shall install or cause to be installed and pay for the following, hereinafter referred to as the "Developer Improvements":

- A. Surveying and staking
- B. Surface improvements (paved streets, parking areas, sidewalks, trails, etc.)
- C. Water main improvements
- D. Sanitary sewer improvements
- E. Storm sewer improvements
- F. Setting of lot and block monuments
- G. Gas, electric, telephone, and cable lines
- H. Site grading
- I. Landscaping
- J. Streetlights
- L. Other items as necessary to complete the development as stipulated herein or in other agreements.

Developer is required to obtain all necessary permits as required by regulatory agencies and other levels of government beyond the City of Rosemount.

7. **Time of Performance.** The Developer shall install all required improvements, excepting the wear course of pavement, enumerated in Paragraph 6 that will serve the subject property by December 31, 2023 subject to delays due to inclement weather, casualty, labor strikes, material shortages, or other force majeure not within the Developer's reasonable control. The pavement wear course shall be completed by December 31, 2024. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.
8. **City-Installed Public Infrastructure.** The following improvements, hereinafter will be installed by the City:
 - A. Driver Avenue between 140th Street and Dakota County State Aid Highway (CSAH) 42
 - B. Pavement surface widening and extensions within the CSAH 42 right of way to accommodate the development of turn lanes on CSAH 42 for access to Driver Avenue
 - C. Modifications to alignment and position of water system infrastructure within CSAH 42 right of way in response to creation of turn lanes described in Item B.
 - D. The extension of a trunk sanitary sewer from the MCES lift station on 140th Street to CSAH 42, including stubbed mainline connections to the edge of the public right of way to provide access to services for the Developer and to other adjacent private property
 - E. Water system infrastructure within the Driver Avenue right of way, including stubbed mainline connections to the edge of the public right of way to provide access to services for the Developer and to other adjacent private property
 - F. Street Lighting on Driver Avenue commensurate with the City's street lighting policy, installed by the electrical service provider for the area of the City in which the project is located.

The City shall install all improvements listed within this section by June 30, 2023 subject to delays due to inclement weather, casualty, labor strikes, material shortages, or other force majeure not within the City's reasonable control. The pavement wear course shall be completed by December 31, 2024.

9. **[This Section Intentionally Left Blank]**

10. **Security for Developer Improvements.** To guarantee compliance with the terms of this Agreement, payment of the costs of all Developer Improvements, and construction of all Developer Improvements (as noted in Paragraph 6), the Developer shall furnish the City with a cash deposit or irrevocable letter of credit from a local bank ("security") in the amount of **Eight-Hundred Ninety-Nine Thousand, Six-Hundred Eighty-Two Dollars and Zero cents (\$899,682.00)**. The amount of the security was calculated as follows:

	Cost	110%
Grading & Erosion Control	\$467,193	\$513,912
Pond Restoration and Erosion Control Removal	\$25,000	\$27,500
Survey Monumentation	\$500	\$550
Landscaping (1,084 trees per Community Development Department X \$300/tree)	\$325,000	\$357,720
Total	\$817,693	\$899,682

Refer to Exhibit A and Exhibit B for an explanation of each item.

The bank and form of the letter of credit or other security shall be subject to the approval of the City Administrator. The letter of credit shall be automatically renewable until the City releases the Developer from responsibility. The letter of credit shall secure compliance with all terms of this Agreement and

all obligations of the Developer under it. The City may draw down on the letter of credit without notice if the obligations of the Developer have not been completed as required by this Agreement. In the event of a default under this Agreement by the Developer, the City shall furnish the Developer with written notice by certified mail of Developer's default(s) under the terms of this Agreement. If the Developer does not remove said default(s) within thirty (30) days of receiving notice, the City may draw on the letter of credit and take such steps as it deems necessary to remedy the default. Developer may request an extension of the 30-day cure period, which the City has the discretion to approve or deny in its reasonable judgment. With City approval, the letter of credit may be reduced from time to time as financial obligations are paid and Developer Improvements and other Developer obligations are completed to the City's requirements. Within ten (10) business days of the date of the reduction request, the City shall begin a review the request. Processing of an approval of said requests will be dependent on the level of detailed information submitted to the City by the Developer, and from time to time the Developer may be required to provide supplemental information to substantiate a request. The City will act in good faith to process and approve reduction requests in a reasonable and timely fashion.

11. **Grading Plan/Site Grading.** Site grading shall be completed by the Developer at its cost and approved by the City Engineer. The completion of grading activities will need to be coordinated by the City in conjunction with the installation of utilities. Developer shall furnish the City Engineer satisfactory proof of payment for the site grading work and shall submit a certificate of survey of the development to the City as the site grading is completed by phase, with street and lot grades. If the installation of utilities by the City is occurring simultaneously with the grading, the utility contractor shall have preference over the grading activities. No substantial grading activities can be completed over installed utilities unless otherwise protected. All improvements to the lots and the final grading shall comply with the grading plan as submitted and shall be the responsibility of the Developer.
12. **License.** The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Subject Property to perform all work and inspections deemed appropriate by the City. Such license shall terminate upon acceptance by the City of the public infrastructure improvements.
13. **Erosion Control.** Prior to site grading, and before any utility construction is commenced or building permits are issued, the erosion control plan shall be implemented, inspected and approved by the City. All areas disturbed by the excavation and backfilling operations shall be reseeded within 7 days after the completion of the work in that area. Except as otherwise provided in the erosion control plan, seed shall be rye grass or other fast-growing seed suitable to the existing soil to provide a temporary ground cover as rapidly as possible. All seeded areas shall be mulched and disc-anchored as necessary for seed retention.

All basement and/or foundation excavation spoil piles shall be kept completely off City right-of-way and shall be completely surrounded with an approved erosion control silt fence. Approved erosion control fencing shall be installed around the perimeter of each lot or at City-approved locations at the time of building permit issuance and remain in place until the lot is seeded or sodded. A 20-foot opening will be allowed on each lot for construction deliveries.

The parties recognize that time is critical in controlling erosion. If Developer does not comply with the erosion control plan and schedule, or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion. This right also applies to the required erosion control for basement and/or foundation excavation spoil piles. The City will attempt to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's or City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work within thirty (30) days, the City may draw down the letter of credit to pay any costs. No development will be allowed, and no building permits will be issued unless the Subject Property is in full compliance with the erosion control requirements.

14. **Planting and Seeding.** Landscaping shall be in accordance with Landscape Plans approved by the City Planner.
15. **Clean up.** The Developer shall clean streets of dirt and debris that has resulted from construction work by the Developer, its agents or assignees. The City will inspect the site on a weekly basis and determine whether it is necessary to take additional measures to clean dirt and debris from the streets. Costs for City inspection of onsite erosion and sediment control shall be at the Developer's expense. After a 24-hour verbal or written notice to the Developer, the City will complete or contract to complete the clean-up at the Developer's expense in accordance with the procedures specified in Paragraph 13. The Developer shall inspect and, if necessary, clean all catch basins, sumps, and ponding areas of erosion/siltation and restore, to the maximum extent practicable, to the original condition at the end of construction within this development. All silt fence and other erosion control should be removed following the establishment of turf. These items are to be secured through the letter of credit as is noted in Exhibit A.
16. **Ownership of Improvements.** Upon completion and City acceptance of the work and construction required by this Agreement, the Public Improvements lying within public rights-of-way and easements shall become City property without further notice or action unless the improvements are specifically identified herein as private infrastructure.
17. **Warranty.** The Developer warrants all work required to be performed by it against poor material and faulty workmanship for a period of two (2) years after its completion and acceptance by the City or such longer period as is specified in plans and specifications for Public Improvements.
- All trees, grass and sod shall be warranted to be alive, of good quality and disease free for twenty-four (24) months after planting.
- Vegetation surrounding ponds and/or wetlands shall be warranted to be alive, of good quality and weed free for three (3) years after planting.
- For each pond/wetland in the development, the developer shall provide to the City Engineer an inspection report by July 31 each year which includes the following:
- A. Date of inspection
 - B. Name of person responsible for inspection
 - C. Photos of the pond/wetland area confirming the vegetation is established as intended
 - D. Maintenance plan describing the required maintenance activities and tentative schedule.
18. **Responsibility for Costs.**
- A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the Subject Property including, but not limited to, regulatory agency permits, legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the subdivision and the plat, the preparation of this Agreement and any amendments hereto, and all costs and expenses incurred by the City in monitoring and inspecting the development of the Subject Property.
 - B. The Developer will be responsible for the following share of costs for the construction of the Driver Avenue and Trunk Sewer Project, based on the latest construction cost estimate attributable to the lowest responsible bid the City received for the construction of the street and utility infrastructure within the Driver Avenue Corridor, and the Developer's contract price for mass grading to provide the earthwork necessary for the road-bed within the Driver Avenue corridor

Cost Category	Construction Bid Cost + 5% Contingency	Estimated Developer Responsibility	Estimated City Responsibility	Estimated 3rd Party Responsibility
Mass Grading (Developer Provided)	\$981,750.00	\$490,875.00	\$0.00	\$490,875.00
Street/Surface	\$1,319,862.58	\$659,931.29	\$0.00	\$659,931.29
Sanitary Sewer	\$1,707,629.44	\$532,787.72	\$642,054.00	\$532,787.72
Water System	\$1,030,890.00	\$473,046.00	\$84,798.00	\$473,046.00
Storm Sewer	\$665,705.25	\$332,852.63	\$0.00	\$332,852.63
Street Lighting	\$113,400.00	\$56,700.00	\$0.00	\$56,700.00
Total	\$5,819,237.27	\$2,546,192.63	\$726,852.00	\$2,546,192.63

The breakdown above represents a 50/50 cost share with adjacent property owners on the east side of Driver Avenue (3rd Party) for all mass grading, street/surface, street lighting, and standard size sanitary sewer and water infrastructure within the Driver Avenue corridor necessary for viable development of each site. City acknowledges that any failure of such 3rd Party to pay its 50/50 cost share shall not be deemed a default by Developer under this Agreement. The City's cost-share responsibility is for only the pipe oversizing cost increment of constructing trunk level facilities that allow for service to a larger area beyond the Driver Avenue corridor.

The Developer is performing 100% of the mass grading work to provide the earthwork necessary for the road-bed within the Driver Avenue corridor. As such, the Developer will receive credit for 100% of this portion of the project construction cost (estimated to be \$981,750.00) towards their overall estimated cost-share responsibility. This results in the estimated Developer construction cost share payable to the City being a total of \$1,564,442.63.

At the time of signing this agreement, the Developer shall deposit with the City 90% of its remaining construction cost-share as described above, for a total amount due at signing of **\$1,407,998.37 (One-Million, Four-Hundred and Seven-Thousand, Nine-Hundred and Ninety-Eight Dollars and Thirty-Seven cents)**. Final cost-share will be determined upon completion of the project, verification of final construction item quantities, and final payments for construction and project management support costs (surveying, testing, inspection and observation, administration, etc.).

- C. The Developer shall also have cost responsibility for 50% of the preparation and enforcement of this Agreement, engineering, construction oversight inspection, testing, and administration, and attorney's fees. Upon request, the City shall provide invoices, in reasonable detail, as to any such fees. The City fees of \$236,514.20 shall be deposited with the City at the time this Agreement is signed, and represents the following amounts:

\$205,531.76	Project Design, Oversight & Administrative Fees (5% of construction + contingencies estimate for Driver Avenue – mass grading cost not included in computation)
\$3,000.00	Attorney Fees (estimate)
\$2,880.00	Street Light Energy Cost (50% of total for Driver Ave Lighting – 8 lights)
\$14,392.44	GIS Fees (\$120/acre X 119.937 acres)
\$10,710.00	Seal Coating (50% of Driver Avenue seal coat)
\$236,514.20	Total Amount Due

If the actual City fees exceed this estimate, the Developer shall pay the additional costs to the City within thirty (30) business days of the request. If actual City fees are lower than this estimate, the project fund will be reconciled, and any surplus funds will be returned to the Developer within thirty (30) business days of completion of such reconciliation.

- D. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within thirty (30) business days after receipt. If the bills are not paid on time, the City may halt development work and construction including, but not limited to, the issuance of building permits for lots that the Developer may or may not have sold, until the bills are paid in full. Bills not paid within thirty (30) business days shall accrue interest at the rate of nine percent (6%) per year.
 - E. The Developer shall pay all energy costs for street lights installed within the Subject Property for 24-months at a cost of \$30/month/light. After that, the City will assume the energy costs.
 - F. The Developer will pay the cost of sealcoating the public streets within the development at a cost of \$1.70/SY. The sealcoating will be completed within three (3) years following wear course placement.
19. **Indemnification.** The Developer shall hold the City and its officers, agents and employees harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat or subdivision approval and development of the Subject Property, except for any costs or expenses arising from the intentional acts or gross negligence of the City, its agents, employees or contractors. The Developer shall indemnify the City and its officers, agents and employees for all costs, damages or expenses that the City may pay or incur in consequence of such claims, including attorney's fees.
20. **Insurance.** The Developer agrees to take out and maintain or cause to be taken out and maintained until six months after the City has accepted the Subdivision Improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its contractors or subcontractors. Liability limits shall not be less than \$500,000 when the claim is one for death by wrongful act or omission or for any other claim and \$2,000,000 for any number of claims arising out of a single occurrence, and twice said limits when the claim arises out of the release or threatened release of a hazardous substance. The City shall be named as an additional insured on the policy. The certificate of insurance shall provide that the City must be given the same advance written notice of the cancellation of the insurance as is afforded to the Developer.
21. **Park and Utility Fees.**
- The Developer agrees to pay fees, charges and assessments set forth in this Section prior to, or at the time of execution of this Agreement by the City:
- A. Park dedication fees in the amount of \$483,750.00
 - B. Storm Sewer Trunk Area Charges in the amount of \$698,170.50
 - C. Sanitary Sewer Trunk Area Charges in the amount of \$128,932.28
 - D. Watermain Trunk Area Charges in the amount of \$779,591.00
- Or other amounts for such fees as in effect at the time of plat approval.

22. Service Charges.

The Developer understands that builders will be required to pay for the Subject Property fees, charges and assessments in effect at the time of issuance of building permits. The rates for each of these items will be set according to the current rate structure at the time the building permit is received. The fees, charges, and assessments in effect as of the date of this agreement are:

- A. Metropolitan Council Environmental Services Availability Charges per SAC unit (current rate is \$2,485).
- B. Storm Sewer Connection Charges are \$2,270/acre for commercial and industrial project types.
- C. Sanitary Sewer Availability Charges per SAC unit (currently at \$1,200/SAC unit).
- D. Water Availability Charges per SAC unit (currently at \$2,475/SAC unit for single family residential and multi-family residential).
- E. Water Meter purchase charge per size of water meter

23. Building Permits. No certificates of occupancy shall be issued until:

- A. The site grading is completed and approved by the City.
- B. All public utilities are tested, approved by the City Engineer, and in service.
- C. All curbing is installed and backfilled.
- D. The first lift of bituminous is in place and approved by the City.
- E. All building permit fees are paid in full.
- F. No early building permits will be issued without prior authorization from the City Building Official.

The Developer, in executing this Agreement, assumes all liability and costs for damage or delays incurred by the City in the construction of Public Improvements caused by the Developer, its employees, contractors, subcontractors, material men or agents. No occupancy permits shall be issued until the public streets and utilities referred to in paragraph 6 and 8 are in and approved by the City (excluding the final wear course of bituminous), unless otherwise authorized in writing by the City Engineer.

24. Record Drawings. At project completion, Developer shall submit record drawings of all private infrastructure improvements in accordance with the City's Engineering Guidelines. No securities will be fully released until all record drawings have been submitted and accepted by the City Engineer.

25. Developer's Default. In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer is first given notice of the work in default, not less than 48 hours in advance. 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 Subject Property. When the City does any such work, the City may, in addition to its other remedies, draw on the letter of credit or other security described in section 10, or levy the cost in whole or in part as a special assessment against the Subject Property. Developer waives its rights to notice of hearing and hearing on such assessments and its right to appeal such assessments pursuant to Minnesota Statutes, Section 429.081.

26. Miscellaneous.

- A. The Developer represents to the City that the development of the Subject Property, the subdivision and the plat comply with all city, county, metropolitan, state and federal laws and regulations including, but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the City determines that the subdivision, or the plat, or the development of the Subject Property does not comply, the City may, at its option, refuse to allow construction or development work on the Subject Property until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.
- B. Third parties shall have no recourse against the City under this Agreement.
- C. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, including lots sold to third parties.
- D. If any portion, section, subsection, sentence, clause, paragraph or phase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- E. If building permits are issued prior to the completion and acceptance of Public Improvements, the Developer assumes all liability and costs resulting in delays in completion of Public Improvements and damage to Public Improvements caused by the City, the Developer, its contractors, subcontractors, material men, employees, agents or third parties.
- F. 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 shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- G. This Agreement shall run with the land and may be recorded against the title to the Subject Property. The Developer shall take such steps, including execution of amendments to this Agreement, as are necessary to effect the recording hereof. After the Developer has completed the work required of it under this Agreement, at the Developer's request, the City will execute and deliver to the Developer a release.
- H. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to the City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.
- I. The Developer may not assign this Agreement without the written permission of the City Council.
- J. The Developer acknowledges that the City may issue additional requirements outside of the 2015 General Specifications and Standard Detail Plates for Street and Utility Construction or the 2008 Engineering Guidelines as the City is in the process of updating these documents. The review process may require additional time and expense due to this process, which shall be the Developer's responsibility. The Developer shall not be billed for the time required for the City to update and approve their revisions to the 2015 General Specifications and Standard Details Plates for Street and Utility Construction or the 2008 Engineering Guidelines.

27. **Notices.** Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by registered mail or nationally recognized overnight courier at the following address:

Scannell Properties #527, LLC
8801 River Crossing Blvd., Suite 300
Indianapolis, Indiana 46240
Attn: Courtney Kanzinger, Counsel

Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by registered mail or nationally recognized overnight courier in care of the City Administrator at the following address:

City Administrator
Rosemount City Hall
2875 145th Street West
Rosemount, Minnesota 55068

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

CITY OF ROSEMOUNT

BY: William H. Droste

William H. Droste, Mayor

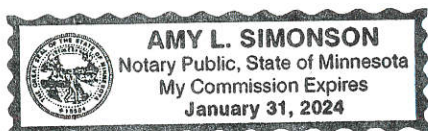
BY: Erin Fasbender

Erin Fasbender, City Clerk

STATE OF MINNESOTA)
) SS
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 23rd day of August, 2022, by William H. Droste, Mayor, and Erin Fasbender, City Clerk, of the City of Rosemount, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Amy L. Simonson
Notary Public



DEVELOPER

BY: Marc D. Pfleging

Marc D. Pfleging, Manager

STATE OF INDIANA)
) SS
COUNTY OF MARION)

The foregoing instrument was acknowledged before me this 22nd day of August, 2022 by Marc D. Pfleging, in his capacity as Manager of Scannell Properties #527, LLC, an Indiana limited liability company, for and on behalf of said limited liability company.

Joy R. Jackson
Notary Public

My Commission Expires: 11/23/24

Drafted By:

City of Rosemount
2875 145th Street West
Rosemount, MN 55068

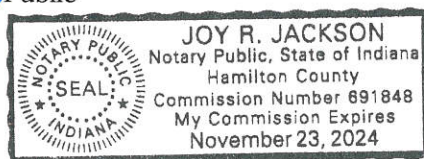


EXHIBIT A

The following clarifies the various portions of the letter of credit for Developer Improvements that are outlined in the Subdivision Agreement:

Grading & Erosion Control – A restoration and erosion control bond to ensure re-vegetation and erosion control (\$3,500/acre). Note: The minimum surety amount is set at \$25,000.

Pond Restoration/Erosion Control Removal – A security to allow for cleaning of sedimentation ponds prior to City acceptance, and removal of any installed erosion control measures such as silt fence and wood fiber blanket following development of 75 percent of adjoining lots (estimated lump sum).

Survey Monumentation – An amount equal to 110% of the cost to monument all lots within the development.

Landscaping – An amount equal to 110% of the cost to complete the minimum required landscaping. If additional landscaping is planned, a surety for that cost is not required.

Street Lighting – An amount equal to 110% of the cost to complete the minimum required lighting. If additional lighting is planned, a surety for that cost is not required (\$4,000 per light has been used to calculate this cost).

EXHIBIT B
(COMPUTATION AND SUMMARY OF DEVELOPMENT & CITY FEES)

Rich Valley 1st Addition
EXHIBIT B (Page 1 of 2)

Letter of Credit for Developer Improvements (due with signed agreement)

No.	Item	Cost	110%	Calculation
1	Grading and Erosion Control	\$ 467,193	\$ 513,912	\$3000/ac x 155.731 acres. Minimum \$25,000
2	Pond Restoration and Erosion Control Removal	\$ 25,000	\$ 27,500	Minimum \$25,000
3	Survey Monumentation	\$ 500	\$ 550	\$500/lot x 1 lots
4	Landscaping	\$ 325,200	\$ 357,720	Per City Planner (1084 trees x \$300)
5	Street Lights	\$ -	\$ -	\$4000/light x X lights
6	Surface Improvements	\$ -	\$ -	125%
7	Water Main Improvements	\$ -	\$ -	125%
8	Sanitary Sewer Improvements	\$ -	\$ -	125%
9	Storm Sewer Improvements	\$ -	\$ -	125%
Total		\$ 817,893	\$ 899,682	

City Fees (due with signed agreement)

No.	Item	Cost	Calculation
	Estimated Construction Cost	\$2,055,317.63	Driver Avenue Construction Cost Estimate minus utility oversizing
1	Project Design, Oversight, & Administrative Fees	\$205,531.76	(5% of construction + contingencies estimate for Driver Avenue)
2	Attorney Fees	\$3,000.00	Estimate
3	Street Light Energy Cost	\$2,880.00	8 lights x 24 months x \$30/month
4	GIS Fees	\$14,392.44	\$120/acre x 119.937 acres
5	Street Seal Coating	\$10,710.00	\$1.70/SY x 12,600 SY X 50%
Total		\$236,514.20	

Development Fees (due before signed plat is released)

No.	Item	Cost	Calculation
1	Storm Sewer Trunk Charge	\$698,170.50	\$6865/net developable acre x 101.7 acres
2	Sanitary Sewer Trunk Charge	\$128,932.28	\$1075/acre x 119.937 acres
3	Water Trunk Charge	\$779,590.50	\$6500/acre x 119.937 acres
5	Park Dedication	\$483,750.00	
Total		\$2,090,443.28	

EXHIBIT B (Page 2 of 2)

Total Plat Area =	155.731	acres
Total Park Area =	0.000	acres
Future Plat Area =	35.794	acres
Developable Area * =	119.937	acres
Ponding to HWL =	18.247	acres
Net Developable Area =	101.690	acres

* Excludes future plat and park areas

Block	Lot	Units	SQ FT	Acres
1	1	1	4,214,281	96.747
Outlot A			27,510	0.632
Outlot B			726,386	16.676
Outlot C			1,559,168	35.794
ROW			256,300	5.884

Driver Avenue Project Cost Splits								
Cost Category	Construction Cost	Contingency (5%)	Construction Cost + Contingency	Utility Upsizing Increment + Contingency	City Responsibility (Utility Upsizing)	Remaining Cost	Developer/Property Owner Split (50/50)	Funding Sources & Notes
Mass Grading (Developer-Provided)*	\$935,000.00	\$46,750.00	\$981,750.00	\$0.00	\$0.00	\$981,750.00	\$490,875.00	50/50 Split between Scannell & 3rd Party Property Owner
Street/Surface	\$1,257,011.98	\$62,850.60	\$1,319,862.58	\$0.00	\$0.00	\$1,319,862.58	\$659,931.29	50/50 Split between Scannell & 3rd Party Property Owner
Sanitary Sewer System	\$1,626,313.75	\$81,315.69	\$1,707,629.44	\$642,054.00	\$642,054.00	\$1,065,575.44	\$532,787.72	City ARPA Funds for upsizing component, 50/50 Split between Scannell & 3rd Party Property Owner for standard sizing
Water System	\$981,800.00	\$49,090.00	\$1,030,890.00	\$84,798.00	\$84,798.00	\$946,092.00	\$473,046.00	City Water Core Funds for upsizing, 50/50 Split between Scannell & 3rd Party Property Owner for standard sizing
Stormwater Drainage Systems	\$634,005.00	\$31,700.25	\$665,705.25	\$0.00	\$0.00	\$665,705.25	\$332,852.63	50/50 Split between Scannell & 3rd Party Property Owner
Street Lighting Installation**	\$108,000.00	\$5,400.00	\$113,400.00	\$0.00	\$0.00	\$113,400.00	\$56,700.00	50/50 Split between Scannell & 3rd Party Property Owner
Subtotal	\$5,542,130.73	\$277,106.54	\$5,819,237.27	\$726,852.00	\$726,852.00	\$5,092,385.27	\$2,546,192.63	50% of total construction costs
10% Flat Overhead Charge***	\$460,713.07	\$23,035.65	\$483,748.73	\$72,685.20	\$72,685.20	\$411,063.53	\$205,531.76	50% of total overhead (mass grading and utility oversizing not included)
Grand Total	\$6,002,843.80						\$2,751,724.40	50% Cost Share Total

*No overhead charge for mass grading component of work

**Based on recent per/unit cost for installation of lighting and electrical support infrastructure on Boulder Avenue

***City project administration, consultant project design, project management, materials testing, and inspections

Construction Costs Payable Upon Signature of Sudivision Agreement	
90% of Developer Construction Costs after Credit for Mass Grading	\$1,407,998.37
Subtotal	\$1,407,998.37
Development Fees (100%)	
Park Dedication	\$483,750.00
Stormwater Trunk Area Charge	\$698,170.50
Sanitary Sewer Trunk Area Charge	\$128,932.28
Watermain Trunk Area Charge	\$779,591.00
Subtotal	\$2,090,443.78
City Fees	
Project Design, Oversight & Administration (50% cost share computed above)	\$205,531.76
Attorney Fees	\$3,000.00
Street Light Energy Cost	\$2,880.00
GIS Fees	\$14,392.44
Seal Coating	\$10,710.00
Subtotal	\$236,514.20
Grand Total Developer-Owed Costs at Signing	\$3,734,956.35

Total Developer Cost Responsibility

\$5,819,237.27	Total Construction Costs (includes mass grading)
\$726,852.00	Subtract City Utility Sizing Cost Share
\$5,092,385.27	Developer + 3rd Party Construction Cost Share
\$2,546,192.63	50% Developer Construction Cost Share
\$2,546,192.63	Scannell Construction Cost Share
-\$981,750.00	Scannell Credit for Mass Grading
\$1,564,442.63	Scannell Total Construction Cost Share to be Paid to City
\$2,546,192.63	3rd Party Total Construction Cost Share to be Paid to City
\$4,110,635.27	Total Construction Costs Collected by City

ATTACHMENT ONE

(RICH VALLEY 1ST ADDITION FINAL PLAT)

RICH VALLEY FIRST ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That Rahn Family Limited Partnership, a Minnesota limited partnership, owners of the following described property:

The West Half of the Northeast Quarter and the East Half of the Northwest Quarter of Section 30, Township 115, Range 18, according to the United States Government Survey thereof and situate in Dakota County, Minnesota.

Have caused the same to be surveyed and plotted as RICH VALLEY FIRST ADDITION, and do hereby dedicate to the public for public use the public ways as created by this plat.

In witness whereof said Rahn Family Limited Partnership, a Minnesota limited partnership, has caused these presents to be signed by its proper officer this ____ day of _____, 202____.

SIGNED: Rahn Family Limited Partnership

_____, Its _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 202____, by _____, its _____ of Rahn Family Limited Partnership, a Minnesota limited partnership, on behalf of the partnership.

Signature

Printed

Notary Public _____ County, _____

My commission expires _____

I, Eric A. Rosser, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; 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, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this ____ day of _____, 202____.

Eric A. Rosser, Licensed Land Surveyor
Minnesota License No. 47478

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 202____, by Eric A. Rosser, Licensed Land Surveyor, Minnesota License No. 47478.

Signature

Printed

Notary Public _____ County, _____

My commission expires _____

CITY COUNCIL, CITY OF ROSEMOUNT, COUNTY OF DAKOTA, STATE OF MINNESOTA

This plat of RICH VALLEY FIRST ADDITION was approved and accepted by the City Council of the City of Rosemount, Minnesota at a regular meeting thereof held this ____ day of _____, 202____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

By: _____ Mayor

By: _____ Clerk

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this ____ day of _____, 20____.

By: _____

Todd B. Tellefsen
Dakota County Surveyor

COUNTY BOARD, COUNTY OF DAKOTA, STATE OF MINNESOTA

We do hereby certify that on the 4th day of May, 2021, the Board of Commissioners of Dakota County, Minnesota, approved this plat of RICH VALLEY FIRST ADDITION, and said plat is in compliance with the provisions of 505.03, Subd. 2, and pursuant to the Dakota County Contiguous Plat Ordinance.

By: _____

Chair, County Board

Attest: _____

County Treasurer - Auditor

DEPARTMENT OF PROPERTY TAXATION AND RECORDS, COUNTY OF DAKOTA, STATE OF MINNESOTA

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 _____, 202____.

By: _____

Amy A. Koethe, Director,
Department of Property Taxation and Records

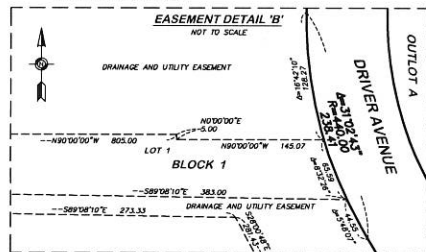
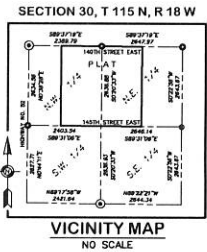
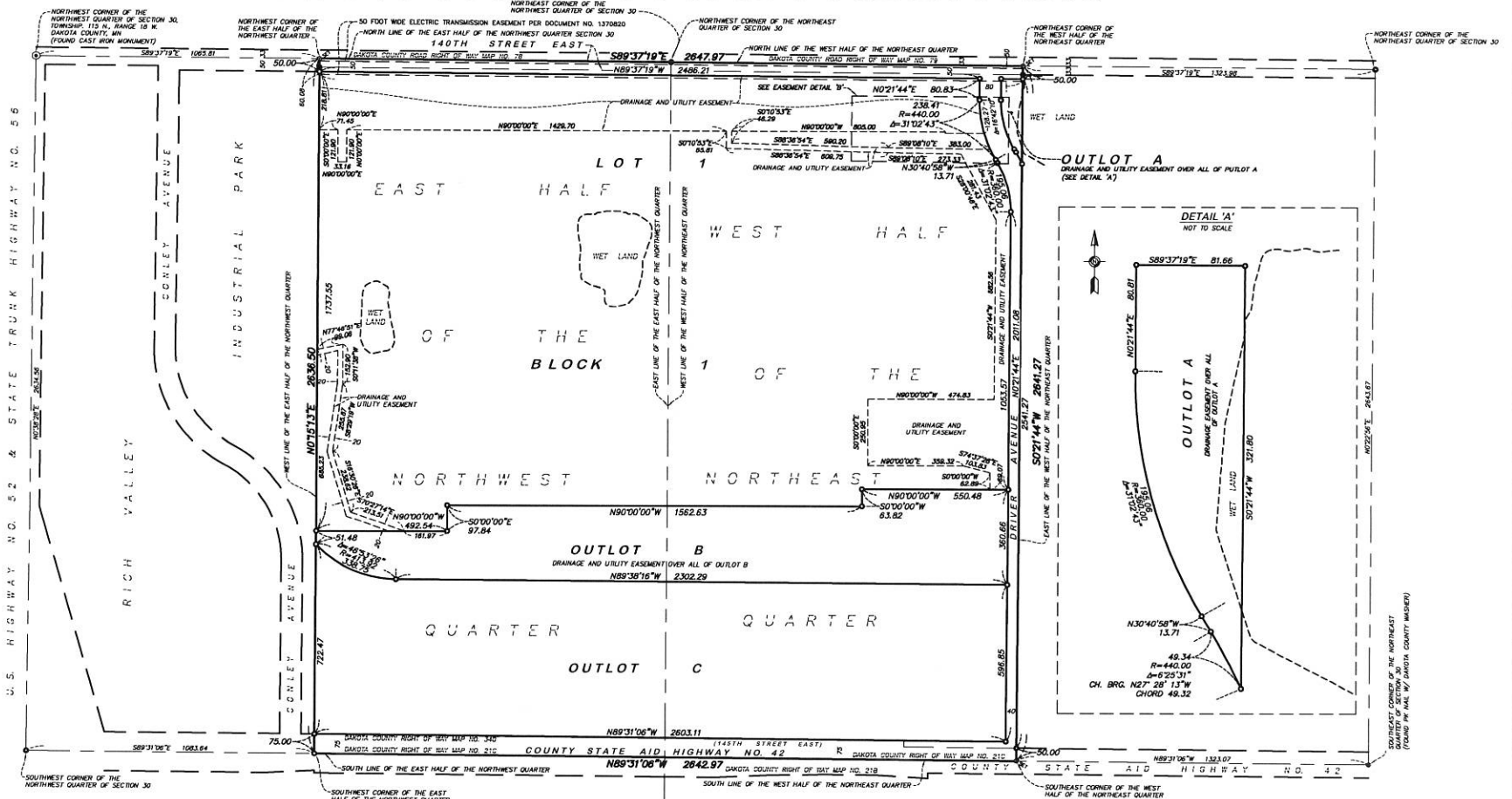
COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of RICH VALLEY FIRST ADDITION was filed in the office of the County Recorder for public record this ____ day of _____, 202____, at ____ o'clock ____ M., and was duly filed in Book _____ of Plats, Page _____ as Document Number _____.

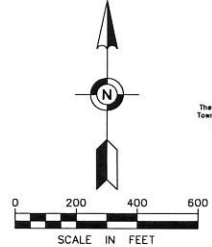
By: _____

Amy A. Koethe, County Recorder

RICH VALLEY FIRST ADDITION



- ④ FOUND DAKOTA COUNTY CAST IRON MONUMENT
- ④ FOUND DAKOTA COUNTY ALUMINUM CAPPED MONUMENT
- ④ FOUND DAKOTA COUNTY MAG NAIL WITH WASHER
- ④ FOUND OPEN 1/2-INCH IRON PIPE MONUMENT
UNLESS OTHERWISE NOTED
- ④ SET 3/8-INCH X 18-INCH REBAR
WITH CAP MARKED "L.S. 47476"
- ④ SET SET MAG NAIL



The north line of the Northeast Quarter of Section 30,
Township 115 North, Range 18 West is assumed to bear
South 89 degrees 37 minutes 19 seconds East.



City Council Regular Meeting: November 6, 2023

AGENDA ITEM: Pine Bend Solar Farm Stormwater Maintenance Agreement	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Brian Erickson, City Engineer	AGENDA NO. 6.I.
ATTACHMENTS: SW Maintenance Agreement	APPROVED BY: LJM
RECOMMENDED ACTION: Approve the City's entry into a stormwater maintenance agreement with Flint Hills Resources for the Pine Bend Solar Farm.	

BACKGROUND

Flint Hills Resources (FHR) has been working with city staff and our stormwater consultant regarding surface water management for the Pine Bend solar farm. Since this area has been used for crop farming in the past and is developing independently from other adjacent parcels, the extension of infrastructure to manage stormwater is not something that is required at this time. However, ensuring that the stormwater is properly managed at this point is good practice.

The attached agreement has been prepared by FHR and reviewed by staff and the City Attorney to address concerns regarding the stormwater management for the site. This maintenance agreement follows the standard agreement that the City of Rosemount uses for other developers. However, because the nature of this development is different from most others, some allowances have been made to account for overland conveyance. FHR has previously dedicated drainage, access, and perimeter easements as required.

This area has historically been shown to have good infiltration and minimal flooding. Thus, some allowances have been made for both overland conveyance along with temporary pumping should it be necessary. This agreement provides action steps to be followed by FHR in the event of heavy rain events. Additionally, it lays out maintenance actions to be performed by FHR to ensure the proper function of constructed basins.

There are no financial implications for the City by entering into this agreement.

RECOMMENDATION

Staff recommends that Council approve and enter into the attached stormwater maintenance agreement for the Pine Bend Solar Farm.

CITY OF ROSEMOUNT
COUNTY OF DAKOTA
STATE OF MINNESOTA

**STORMWATER FACILITIES MAINTENANCE AND
EASEMENT AGREEMENT WITH ACCESS RIGHTS AND
COVENANTS**

This AGREEMENT, made and entered into this ____ day of _____, 20____, for the maintenance and repair of certain Stormwater Management Facilities is entered into between Flint Hills Resources Pine Bend, LLC (hereinafter referred to as "OWNER") and the City of Rosemount (hereinafter referred to as "CITY") for the benefit of the CITY, the OWNER, the successors in interest to the CITY or the OWNER, and the public generally.

WITNESSETH

WHEREAS, OWNER is the owner in fee of that certain real property as depicted on Attachment 3 Property Map and legally described in Attachment 4.

WHEREAS, OWNER is proceeding to build on and develop the property; and has submitted the Site Plan known as _____ hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the CITY, provides for detention of stormwater within the confines of the property; and

WHEREAS, the CITY and the OWNER, its successors and assigns, including any homeowner's association, agree that the health, safety, and welfare of the residents of the City of Rosemount, Minnesota, requires that on-site stormwater management facilities be constructed and maintained on the Property; and

WHEREAS, the CITY requires that on-site stormwater management facilities as shown on the Plan (the "Facilities") be constructed and adequately maintained by the OWNER; and

WHEREAS, the CITY has also requested and the OWNER has agreed to grant the CITY a permanent drainage and utility easement over the portion of the Property in which the stormwater facilities will

be located in order to allow the CITY necessary access, illustrated in Attachment 1.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

- (1) When construction is complete, the OWNER shall provide as-built plans to the City of Rosemount Engineering Department. All maintenance and repair performed by the OWNER shall be documented and records submitted to the City of Rosemount Engineering Department. The OWNER shall retain records of maintenance for at least ten years. These records shall be provided to the City of Rosemount's City Engineer during inspection of the facility and at other reasonable times upon request.
- (2) The OWNER or OWNER's designee shall perform all of the maintenance activities listed in Attachment 2: City of Rosemount Engineering Standards for Stormwater Treatment Facilities. In addition, the OWNER or OWNER's designee shall perform the following on a regular basis or as needed:
 - a) Removal of trash and debris,
 - b) Inspection of inlets and outlets for functionality and structural condition,
 - c) Removal of sediments when the storage volume or conveyance capacity of the stormwater management system is below design levels, which are defined in Attachment 2.
 - d) Ensure systems designed for infiltration show progress in drawing down within 48 hours, and
 - e) Stabilization and restoration of eroded areas.
- (3) The OWNER or OWNER's designee must also perform the following specific operational maintenance activities, depending on the type of permitted system, in addition to the practices listed in subsection (2), above. See Attachment 2 for additional specific maintenance activities that shall be performed by the OWNER or OWNER's designee based on the type of systems installed.
 - a) Retention, swale and underdrain systems shall include provisions for:
 1. Mowing and removal of grass clippings, and
 2. Aeration, tilling, or replacement of topsoil as needed to restore the percolation capability of the system. If tilling or replacement of the topsoil is utilized, vegetation must be established on the disturbed surfaces.
 - b) Exfiltration systems shall include provisions for removal of sediment and debris from pretreatment or sediment collection systems.
 - c) Wet detention systems shall include provisions for operational maintenance of the littoral zone. Replanting shall be required if the percentage of vegetative cover falls below the permitted level. It is recommended that native vegetation be maintained in the littoral zone as part of the system's operation and maintenance plan. Undesirable species such as cattail and exotic plants should be controlled if they become a nuisance by spreading outside of OWNER's property.
 - d) Dry detention systems shall include provisions for mowing and removal of grass clippings.

- (4) If the system is not functioning as designed and permitted, the OWNER must perform operational maintenance immediately to restore the system. If operational maintenance measures are insufficient to enable the system to meet the design and performance standards of this chapter, the OWNER is responsible for either replacing the system or constructing an alternative design.
- (5) The CITY may, but is not obligated to, maintain the Stormwater Facilities if the CITY reasonably believes that the OWNER has failed to maintain the Stormwater Facilities in accordance with the applicable laws and regulations or this Agreement. OWNER shall perform the required maintenance of the Stormwater Facilities within 30 days of the date of notice from the CITY. In the event OWNER fails to clean or maintain the Stormwater Facilities in accordance with the CITY's notice, the CITY may have the Stormwater Facilities cleaned or maintained either through its own employees or through an outside third party, the cost of which shall be the responsibility of Owner. In such case, the CITY shall send an invoice for all costs associated with the maintenance performed by the CITY, including, but not limited to, all staff time, engineering and legal and other reasonable costs and expenses incurred by the CITY in performing the work. If OWNER fails to reimburse the CITY, within the time specified in the invoice, for the CITY's costs and expenses in maintaining the Stormwater Facilities, the CITY shall have the right to specially assess the full cost thereof against the Property. OWNER, on behalf of itself and its successors and assigns, acknowledges that the maintenance work performed by the CITY regarding the Stormwater Facilities benefits the Property in an amount which exceeds the assessment and hereby waives any right to a hearing or notice and the right to appeal the assessment otherwise provided by Minnesota Statutes Chapter 429. This provision shall not be construed to allow the CITY to erect any structure of a permanent nature on the land of the OWNER outside of the easement for the stormwater management facilities. It is expressly understood and agreed that the CITY is under no obligation to routinely maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the CITY. The OWNER grants to the CITY, its authorized agents and employees, a non-exclusive, perpetual easement over, across, under and through the Property for such purposes as set out in the Drainage and Utility Easement in Attachment "4".
- (6) OWNER shall indemnify, defend, and hold the CITY and its employees, officials, agents, and contractors harmless for any and all claims, demands, losses, damages, and costs (including reasonable attorneys' fees) arising out of or resulting from OWNER, or its agent's, contractor's, or employee's negligent or intentional acts, or any violation of any law or regulation in OWNER's performance of this Agreement, without regard to any inspection or review made or not made by the CITY, its agents, contractors, or employees or failure by the CITY, its officials, employees, agents, or contractors to take any other prudent precautions.
- (7) The CITY shall indemnify, defend, and hold OWNER and its employees, officers, agents, and contractors harmless for any and all claims, demands, losses, damages, and costs (including reasonable attorneys' fees) arising out of or resulting from the CITY, or its agent's, contractor's, or employee's negligent or intentional acts, or any violation of any law or regulation in the CITY's performance of this Agreement.
- (8) All duties and obligations of OWNER under this Agreement shall also be duties and obligations of OWNER's successors and assigns. The terms and conditions of this Agreement shall run with the Property and be recorded with the property records of Dakota County, Minnesota.

(9) The OWNER agrees on behalf of itself and its successors and assigns to reimburse the CITY for all costs prudently incurred by the CITY in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees.

(10) All notices required under this Agreement shall either be personally delivered or sent by U.S. certified mail, postage prepaid, and addressed as follows:

i. As to OWNER: Flint Hills Resources Pine Bend, LLC
13775 Clark Rd
Rosemount, MN 55068
Attn: Vice President

With a copy to: Flint Hills Resources, LC
4111 E. 37th Street North
Wichita, KS 67220
Attn: General Counsel

ii. As to the CITY: City of Rosemount
2875 145th Street W.
Rosemount, MN 55068
Attn: City Engineer

IN WITNESS THEREOF, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed and effective on the date written above.

FLINT HILLS RESOURCE PINE BEND, LLC

By: _____
Geoff Glasrud

Its: Vice President

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Geoff Glasrud, Vice President of Flint Hills Resources Pine Bend, LLC, a Delaware limited liability company, on behalf of said limited liability company.

NOTARY PUBLIC

My Commission Expires: _____

CITY OF ROSEMOUNT

By: _____
Jeffery D. Weisensel, Mayor

By: _____
Erin Fasbender, City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Jeffery D. Weisensel and Erin Fasbender, the Mayor and the City Clerk, respectively, of the City of Rosemount, a Minnesota municipal corporation, on behalf of the municipal corporation.

Notary Public

This instrument drafted by:

Kennedy & Graven, Chartered (MDT)
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300



PROJECT: MN55 PINE BEND REFINERY SOLAR PROJECT	ROSEMOUNT, DAKOTA COUNTY, MINNESOTA
	DRAWING TITLE: EASEMENT EXHIBIT
DRAWING NO. EXH-A	

ATTACHMENT 2: CITY OF ROSEMOUNT ENGINEERING STANDARDS FOR STORM WATER TREATMENT FACILITIES

The following are the maintenance requirements for the proper operation of water quality treatment structures provided by the *Minnesota Stormwater Manual* (as amended) and the *Minnesota BMP Manual* (as amended)):

Pond Maintenance Requirements

1. Annual inspection, maintenance reporting and certification by a professional engineer (Provided by OWNER). Information must be submitted to the CITY annually.
2. Excavate pond to original design capacity when one half (1/2) of the wet volume of the pond is lost due to sediment deposition.
3. Remove floatable debris in and around the pond area including, but not limited to: oils, gases, debris and other pollutants.
4. Maintain landscape adjacent to the facility per original design, including but not limited to: maintenance of the buffer strip and other plant materials as per original plan design.
5. Maintenance of all erosion control measures including but not limited to: rip rap storm sewer outlets, catch basin inlets, etc.

Wet Weather Water Management Plan

This section provides instructions on how OWNER operations will determine when manual transfer of water is required, describes methods on how to transfer water between basins, and defines thresholds for when to end temporary pumping. Basin locations and flow routes are illustrated in Attachment 5.

OWNER or 3rd party designee (Barr Engineering Company, hereby referred to as INSPECTOR) will complete routine stormwater inspections of the solar farm stormwater system. A minimum of one industrial stormwater site inspection will be performed during each calendar month that the facility is active and staffed, and a minimum of one inspection per calendar year will be following (within 48 hours of) a significant rainfall event. The monthly inspections will include:

- Evaluation of all structural and non-structural BMPs to determine effectiveness and proper function. Including an inspection of inlets and outlets for functionality and structural condition.
- Evaluation of whether exposed significant materials or activities have been added to the site.
- During inspections conducted during a runoff event: evaluation of the stormwater runoff to determine if it is discolored or if other contaminants are visible in the runoff (e.g., visible sheens or films that indicate the presence of oil and/or grease), and evaluation that the systems designed for infiltration are drawing down within 48 hours.
- Monitoring of the water level elevation at each one of the constructed stormwater basins (see Table 1 and Table 2 below).

If a stormwater BMP is identified as not functioning properly, regular maintenance needs are identified, or water levels in any of the ponds are above design levels defined below; then corrective actions will be initiated. Initiation of corrective actions will include:

- 1) INSPECTOR will submit a “corrective actions required” notice via email to the OWNER’s Environmental Department, OWNER Facilities, or other unit(s) or personnel overseeing the solar farm.
- 2) The OWNER representative will create a work order in the OWNER WO system. Repair of the BMP will be scheduled and completed by OWNER operations and/or appropriate contractors.
- 3) Results of the repair will be submitted along with inspection results during annual reporting to MPCA.

Examples of regular maintenance and potential corrective actions that will be noted on the inspection form if they require attention include:

- Water levels in a select pond or ponds is above action levels (see Table 1 and Table 2 below) and manual temporary pumping of water will be necessary to transfer water.
- Housekeeping: removal of trash and debris, including floatable debris in ponds.
- Landscape maintenance: mowing and removal of grass clippings; aeration, tilling, or replacement of topsoil; pruning and weeding; removal of invasive plants and undesirable woody vegetation; removal of dried, dead, and diseased vegetation; re-mulching of void or disturbed/exposed areas.
- Stabilization and restoration of eroded areas.
- Removal of sediments when the storage volume or conveyance capacity of the stormwater management system is below design levels.
- Maintenance of erosion control measures.

The monthly industrial stormwater site inspections will be documented on an Industrial Stormwater Site Inspection Form. The records will include any applicable information from the monthly inspection evaluation tasks described above and:

- Inspection date and time
- Weather conditions at time of inspection
- Inspector name
- Inspection findings
- A description of any necessary corrective actions or routine maintenance and a schedule for completion of the corrective action.
 - Including information on manual pumping – timing, rate, locations

Constructed basins at the site were designed by others and include (listed in order from back [upstream, further from offsite discharge point] to front [closest to discharge point]): 3S, 1S, 2S, 4S-A, 5S-B, 4S-B, and 5S-C (Attachment 5). Table 1 below includes operation information for the three basins at which temporary water transfer will not be necessary due to constructed conveyance systems. Table 2 includes operation information for the four basins where manual transfer of water via temporary pumping may be necessary during wet periods and/or if the basins infiltrating capacities are reduced over time.

Table 1: Basins with constructed conveyance systems

Basin Name	Discharge Location	Action Elevation (feet)	Operation Actions
5S-C	Offsite via 2x36" culvert	850	Monitor water surface elevations. Outlet elevation is 850. If water level is above 850, check outlet for obstructions. Ensure water level recedes below 850 following storm events. No pumping required unless outlet is blocked.
4S-B	Basin 5S-C via 24" culvert	850	Monitor water surface elevations. Outlet elevation is 850. If water level is above 850, check outlet for obstructions. Ensure water level recedes below 850 following storm events. No pumping required unless outlet is blocked.
4S-A	5S-B via 54" culvert	854	Monitor water surface elevations. Outlet elevation is 854. If water level is above 854, check outlet for obstructions. Ensure water level recedes below 854 following storm events. No pumping required unless outlet is blocked.

Table 2: Basins that may require manual transfer of water via temporary pumping

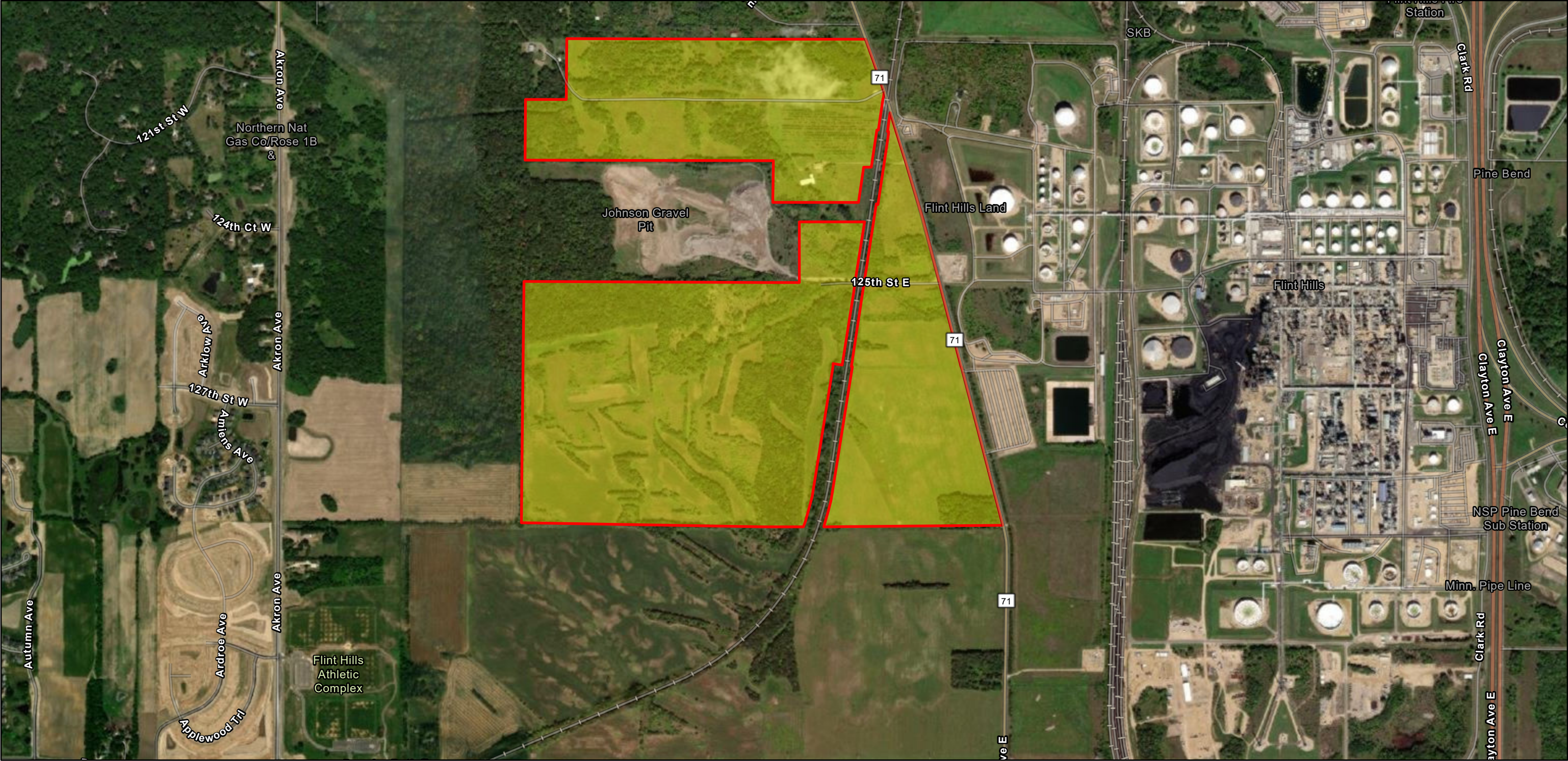
Basin Name	Discharge Location (without pumping)	Action Elevation (feet)	Operation Actions
5S-B	Basin 5S-C via overland flow	861.0	Monitor water surface elevation. If over 861, manually transfer (pump) water to basin 5S-C until elevation is at 854. Record pumping rate and duration.
2S	Basin 4S-B via overland flow	860.4	Monitor water surface elevation. If over 860.4, manually transfer water to basin 4S-A until elevation is at 840. Record pumping rate and duration.
1S	Basin 2S via overland flow	852.7	Monitor water surface elevation. If over 852.7, manually transfer water to basin 2S until elevation is at 840. Record pumping rate and duration.
3S	Basin 2S via overland flow	862.6	Monitor water surface elevation. If over 862.6, manually transfer water to basin 2S until elevation is at 850. Record pumping rate and duration.

OWNER and OWNER's core contractors have numerous temporary pumping systems at the adjacent Refinery that can quickly be mobilized (typically within 48 hours) to the solar farm should temporary pumping be required. Temporary pumps capable of 250-500 gpm are routinely utilized at the Refinery to transfer water within OWNER's Clean Water System between stormwater and firewater basins and to the Refinery's wastewater treatment plant (WWTP). These pumping systems are equipped with long reaches of various diameter hoses that are capable of moving water as identified in Tables 1 and 2 above. Should conditions require, OWNER and core contractors have the means to have multiple temporary pumping systems in operation at the same time at the solar farm. As the basins are connected via constructed discharge systems or overland flow with one offsite discharge point from Basin 5S-C, OWNER operations should assess pumping needs in a general front (closest to Basin 5S-C and offsite discharge) to back (furthest upstream from Basin 5S-C), as described in Table 3.

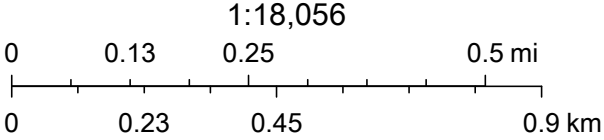
Table 3: Priority Pumping

Priority #	Basin ID	Operation Action
1	5S-C	Ensure offsite discharge at an elevation of 850
2	4S-B	Ensure discharge to Basin 5S-C at an elevation of 850
3	5S-B	Pump to 5S-C at elevation 861
4	4S-A	Ensure discharge to Basin 5S-B at an elevation of 854
5	2S	Pump to 4S-A at an elevation of 860.4
6	1S	Pump to 2S at an elevation of 852.7
7	3S	Pump to 2S at an elevation of 863.1

Property Map

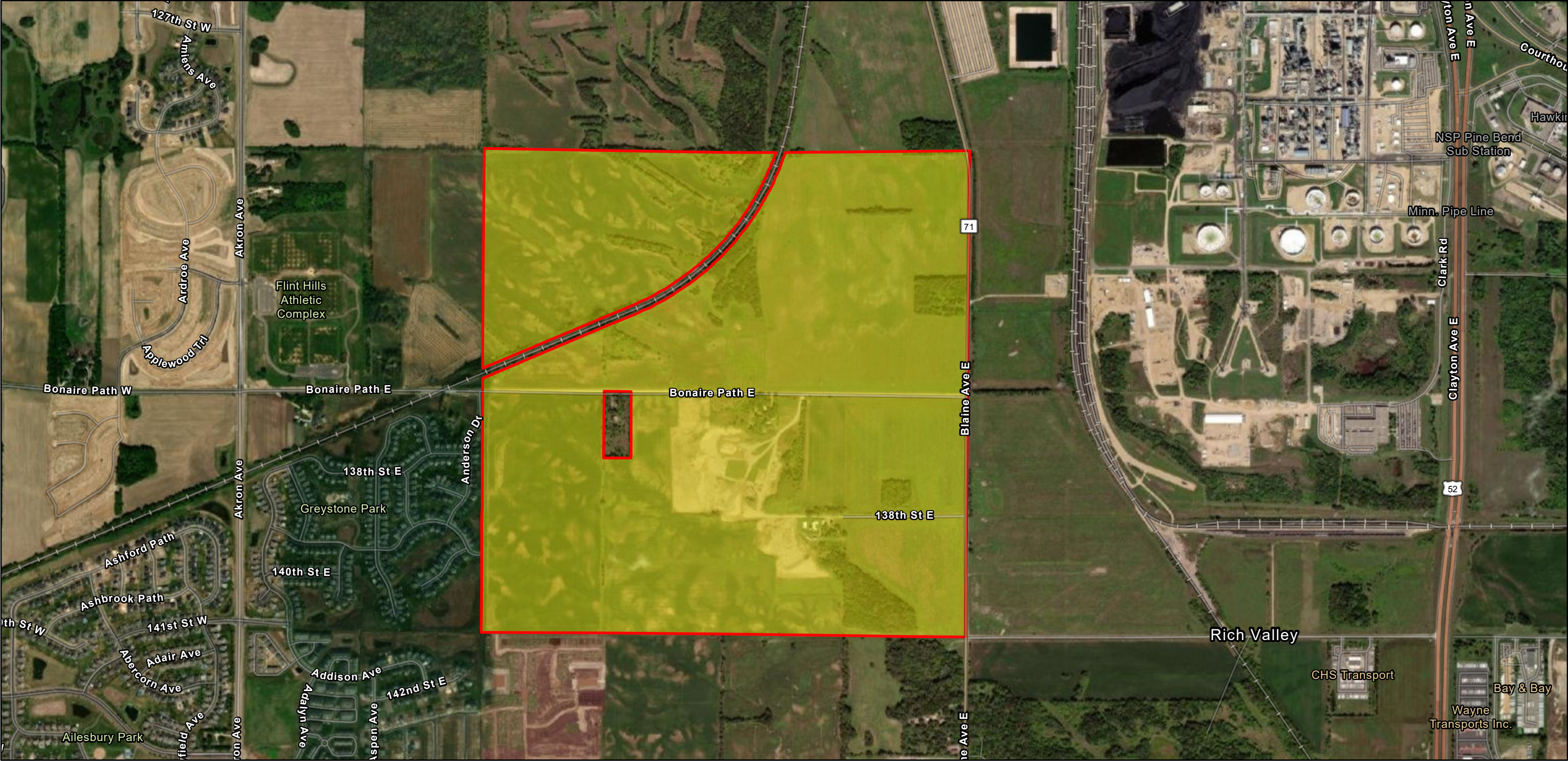


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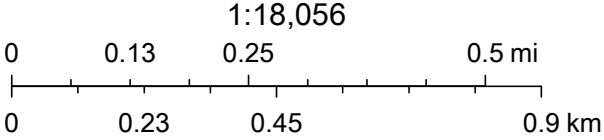


Esri Community Maps Contributors, County of Dakota, Metropolitan Council, MetroGIS, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Maxar

Property Map

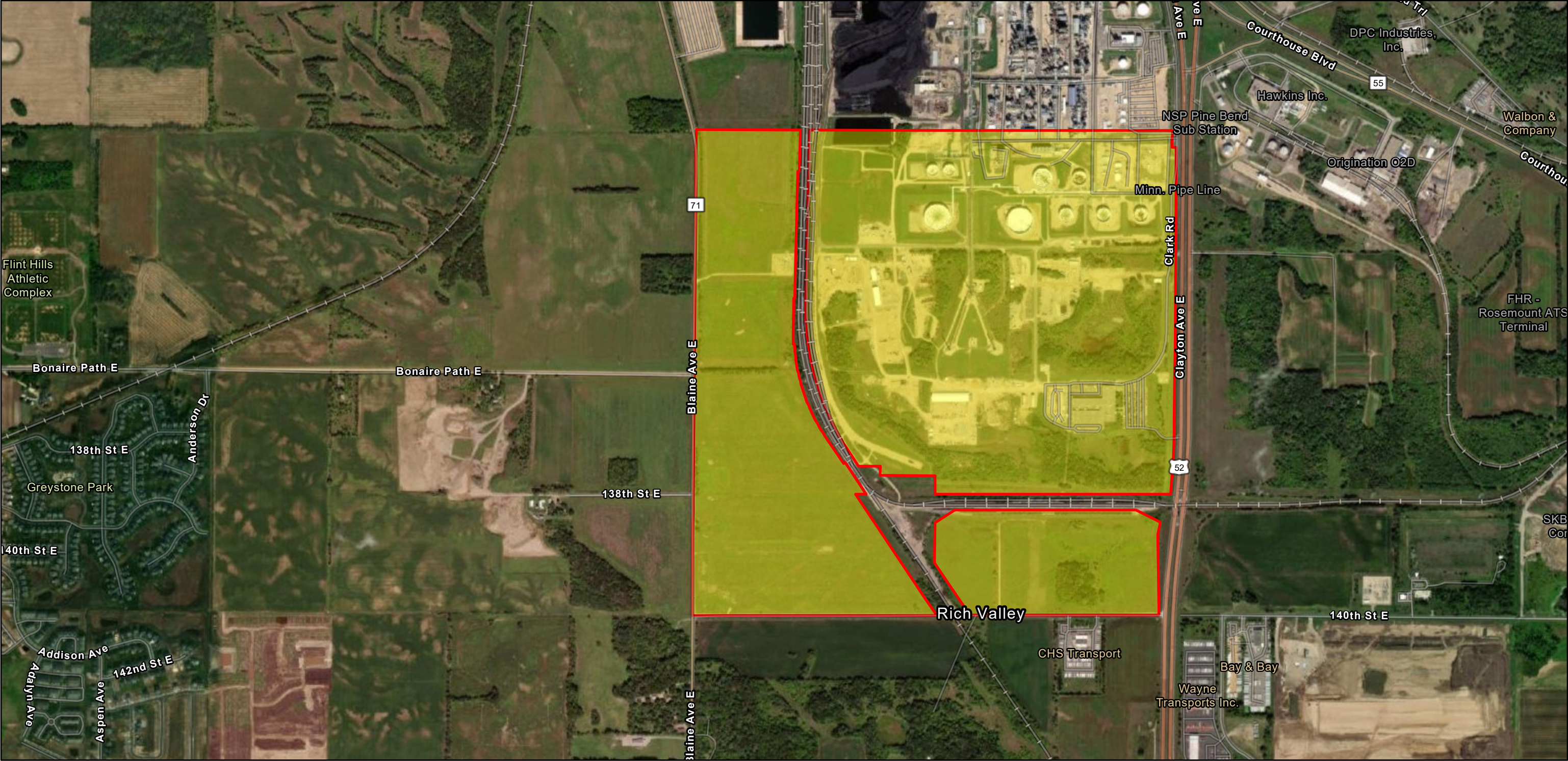


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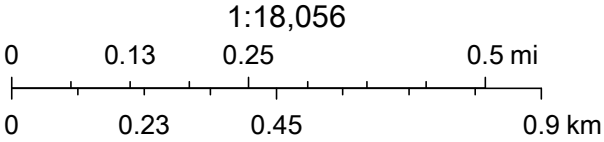


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Property Map



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Receipt:# 901137

EASE \$46.00

Return to:
SIMPLIFILE
5072 NORTH 300 W

PROVO UT 84604

3599319



Recorded on: 8/21/2023 8:00 AM

By: ADS, Deputy

Office of the County Recorder
Dakota County, Minnesota
Amy A. Koethe, County Recorder

Receipt:# 900783

875985

EASE	\$46.00
MEM	\$20.00



Return to:
SIMPLIFILE
5072 NORTH 300 W

Recorded on: 8/17/2023 8:32 AM

By: SET, Deputy

PROVO UT 84604

Cert # 152225 152226

Office of the Registrar of Titles
Dakota County, Minnesota
Amy A. Koethe, Registrar of Titles

DRAINAGE AND UTILITY EASEMENT

THIS INSTRUMENT is made by Flint Hills Resources Pine Bend, LLC, a Delaware limited liability company, ("Grantor"), in favor of the City of Rosemount, a Minnesota municipal corporation ("Grantee").

Recitals

- A. Grantor is the fee owner of the following described real property in Dakota County, Minnesota (PID Nos. 34-01400-50-012, 34-02300-50-014, 34-02400-01-011, 34-01300-50-012 and 34-01400-75-013): See Exhibit A attached hereto and incorporated herein (the "Property").
- B. Grantor desires to grant to Grantee an easement according to the terms and conditions contained herein.

Terms of Easement

1. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to Grantee the following easement (the "Easement"):

A perpetual, non-exclusive easement for drainage, ponding and access purposes over, under, across and through that part of 1) the Southeast Quarter of Section 14, Township 115, Range 19; 2) Northeast Quarter and the Southeast Quarter of Section 23, Township 115, Range 19; and 3) the Northwest Quarter and the Southwest Quarter of Section 24, Township 115, Range 19, all in Dakota County, Minnesota, described and depicted on Exhibits SE-1 through SE-3, AE-1 through AE-5, and PE-1 through PE-3 (collectively, the "Easement Area").

2. Scope of Easement

The easement granted herein includes the right of Grantee, its contractors, agents, and employees to enter the Easement Area at all reasonable times for the purpose of locating, reconstructing, operating, maintaining, inspecting, altering and repairing ground surface drainage ways and a storm water drainage pond, drainage areas and related aboveground and underground storm water facilities within the described Easement Area (the "Facilities"). The easement also includes the right to use the described Easement Area and adjacent roadways for purposes of ingress and egress to the drainage and ponding easement granted herein.

The easements granted herein also include the right to cut, trim, or remove from the easement areas trees, shrubs, or other vegetation that, in Grantee's judgment, unreasonably interfere with the Easement or Facilities located within the Easement Area.

3. Warranty of Title. The easement and rights hereby granted are subject to all other easements, exceptions, reservations, rights and encumbrances either of record or evidenced physically on Grantor's premises, and are granted without any warranty of title, express or implied, by Grantor.

4. Reservations. Grantor hereby reserves for itself, its successors and assigns, the right to use the Easement Area for any purpose and in any manner, including, but not limited to, the right to construct or to permit others to construct other pipelines alongside of and/or adjacent to the Facilities, the right to cross or to permit others to cross under or over the Facilities with pipelines, roads, streets, railroads, water lines, sewer lines, and other utilities or facilities, so long as such use does not unreasonably interfere with the rights of Grantee hereunder. Notwithstanding the foregoing, Grantor assumes responsibility for its equipment placed in the Easement Area under this reservation, assumes risk of such equipment being damaged by inundation and/or flooding, and will hold Grantee harmless. Grantor will notify Grantee of all additional work located on and within the Easement Area, and Grantor, upon Grantee's request, will provide Grantee with the locations of all such pipelines, water lines, sewer lines, and other utilities or facilities within the Easement Area.

5. Environmental Matters. To the extent that any damage or release described in this Section 5 was not caused or contributed to by Grantee or its contractors or agents, Grantee shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants that may have existed on, or that relate to, the Easement Area or the Property prior to the date of this Instrument.

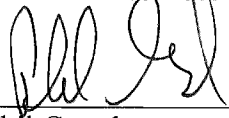
6. Binding Effect. The terms and conditions of this Instrument shall run with the land and be binding on Grantor, its successors and assigns.

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Dated this 10th day of August, 2023.

GRANTOR:

Flint Hills Resources Pine Bend, LLC

By  KMB
Phil Gaarder
Executive Vice President - Operations

STATE OF KANSAS)
COUNTY OF SEDGWICK } ss.

This instrument was acknowledged before me on August 10th, 2023, by Phil Gaarder, as Executive Vice President-Operations of Flint Hills Resources Pine Bend, LLC, a limited liability company under the laws of Delaware.


Notary Public
My commission expires: 4-7-27

NOTARY STAMP OR SEAL



THIS INSTRUMENT DRAFTED BY:

Kim Boatright, Senior Counsel
Flint Hills Resources, LC
4111 East 37th Street North
Wichita, KS 67220

Exhibit A – Legal Description of Owner's Land

PID 34-01400-50-012

TRACT A

Parcel 1:

That part of the North Quarter (N1/4) of Section Fourteen (14), Township One Hundred Fifteen (115) North, Range Nineteen (19) West of the 5th P.M., Dakota County, Minnesota lying Westerly of the centerline of C.S.A.H. No. 71 (Rich Valley Boulevard) lying North of the South 663.00 feet thereof, Except the following described tract: Commencing at the Southeast corner of the North Half (N1/2) of the Northeast Quarter (NE1/4); thence South 89°30'36" West, assumed bearing, along the South line thereof a distance of 1128.92 feet to the centerline of Rich Valley Blvd. (County Road No. 71); thence North 17°34'11" West along said centerline a distance of 728.11 feet to the Point of Beginning of the land to be described; thence continuing North 17°34'11" West along said centerline a distance of 121.27 feet; thence Northwesterly along said centerline and tangential curve to the left which is concave to the Southwest, central angle of 3°33'30", radius of 1609.67 feet, a distance of 99.97 feet; thence North 21°07'41" West along said centerline and tangent to said curve a distance of 78.52 feet; thence South 89°30'36" West, parallel with the South line of said North Half (N1/2) of the Northeast Quarter (NE1/4) a distance of 720.93 feet; thence South 0°29'24" East a distance of 317.00 feet to the North line of the South 663.00 feet; thence North 89°30'36" East, parallel with the South line of said North Half (N1/2) of the Northeast Quarter (NE1/4) a distance of 826.67 feet to said centerline of Rich Valley Blvd. (County Road No. 71); thence North 17°34'11" West along said centerline a distance of 34.52 feet to the point of beginning.

Also Except that part legally described as follows: The West 450.00 feet of the North 659.62 feet of the North Quarter (N1/4) of Section 14, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota, according to the Government Survey thereof.

Parcel 2:

All that part of the South Half of the Northeast Quarter (S1/2NE1/4) of Section Fourteen (14), Township One hundred and Fifteen (115) North, Range Nineteen (19) West of the Fifth (5th) P.M., Dakota County, Minnesota, lying between the right of way of the C.R.I. & P. Railway as now located over and across said tract and the St. Paul and Cannon Falls Wagon Road, containing Fifteen (15) acres, more or less, according to the Government Survey thereof.

Parcel 3:

The South 663 feet of the West 2648 feet of the North 1/4 of Section 14, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota, except the West 395 feet of the East 895 feet of the North 332 feet thereof.

Parcel 4:

The North 332 feet of the South 663 of the East 131.67 feet of the West 2148 feet of the North 1/2 of the North 1/2 of Section 14, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota.

Parcel 5:

All that certain lot or parcel of land described as: The North 332 feet of the South 663 feet of the East 263.33 feet of the West 2016.33 feet of the North 1/2 of the North 1/2 of Section 14, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota.

Parcel 6:

The Southwest Quarter (SW1/4) of Section 14, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota.

Parcel 7:

The South 105.00 acres of the Southeast Quarter of Section 14, Township 15 North, Range 19 West of the 5th P.M., Dakota County, Minnesota, except that part thereof conveyed to the Burlington, Cedar Rapids, and Northern Railway Company (now Chicago, Rock Island and Pacific Railroad Company),

Also Except that part thereof described as follows: Beginning at the Southeast corner of said Section 14; thence South 89°20'19" West on an assumed bearing, along the South line of said Southeast quarter, a distance of 38.82 feet; thence North 14°56'57" West, a distance of 1778.90 feet to the North line of the South 105.00 acres of said Southeast quarter; thence North 89°20'19" East along said North line, a distance of 500.66 feet to the East line of said Southeast quarter; thence South along said East line to the point of beginning.

Parcel 8:

The North 55 rods of the Southeast Quarter of Section 14, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota, lying West of the Westerly right of way line of the Chicago, Rock Island and Pacific Railway Company, according to the U. S. Government Survey thereof.

Parcel 9:

That part of the North Half (N1/2) of the Northeast Quarter (NE1/4) of Section Fourteen (14), Township One hundred and Fifteen (115) North, Range Nineteen (19) West of the 5th P.M., Dakota County, Minnesota, described as follows: Commencing at the Southeast corner of said North Half (N1/2) of the Northeast Quarter (NE1/4); thence South 89°30'36" West, assumed bearing, along the South line thereof a distance of 1128.92 feet to the center line of Rich Valley Blvd. (County Road No. 71); thence North 17°34'11" West along said center line a distance of 728.11 feet to the Point of Beginning of the land to be described; thence continuing North 17°34'11" West along said centerline a distance of 121.77 feet; thence Northwesterly along said centerline and a tangential curve to the left which is concave to the Southwest, central angle of 03°33'30", radius of 1609.67 feet, a distance of 99.97 feet; thence North 21°07'41" West along said centerline and tangent to said curve a distance of 78.52 feet; thence South 89°30'36" West parallel with the South line of said North Half (N1/2) of the Northeast Quarter (NE1/4) a distance of 720.93 feet; thence South 00°29'24" East a distance of 284.00 feet; thence North 89°30'36" East, parallel with the South line of said North Half (N1/2) of the Northeast Quarter (NE1/4) a distance of 816.53 feet to the point of beginning; except that part taken for railroad purposes, according to the Government Survey thereof.

Parcel 10:

That part of the South Half of the Northeast Quarter of Section 14, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota, lying Westerly of the Rock Island right of way described as follows: Commencing at the intersection of the South line of the South Half of the Northeast Quarter of Section 14, Township 115 North, Range 19 West, and the Westerly line of the Rock Island Railroad right of way; thence North 8°36'36" East along the Westerly line of the Rock Island Railroad right of way a distance of 670.00 feet; thence West along a line parallel to the South line of said South Half of the Northeast Quarter a distance of 707.00 feet; thence South along a line perpendicular to the South line of the South Half of the Northeast Quarter to said South line; thence East along the South line of the South Half of the Northeast Quarter to the point of beginning.

Parcel 11:

That part of the North 55 rods of the Southeast 1/4 of Section 14, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota, lying West of the centerline of County Road No. 71 and lying East of the Easterly right of way line of the Chicago Rock Island and Pacific Railway Company, according to the United States Government Survey thereof.

Parcel 12:

That part of the North Quarter (N1/4) of Section 14, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota, lying Westerly of the centerline of C.S.A.H. No. 71 (Rich Valley Boulevard)

described as follows: Commencing at the Southeast corner of the North Half of the Northeast Quarter of said Section 14, thence South 89°30'36" West, assumed bearing, along the South line thereof a distance of 1128.92 feet to the centerline of said C.S.A.H. No. 71 (Rich Valley Blvd.); thence North 17°34'11" West along said centerline a distance of 313.84 feet to the Point of Beginning of the land to be described; thence continuing North 17°34'11" West along said centerline a distance of 414.27 feet; thence South 89°30'36" West, parallel with said South line of the North half of the Northeast quarter a distance of 816.53 feet; thence South 0°29'24" East a distance of 33.00 feet to the North line of the South 663.0 feet of said North half of the Northeast quarter; thence South 89°30'36" West along said North line a distance of 479.66 feet to the Northeast corner of the South 663.0 feet of the West 2648.0 feet of said North one quarter of Section 14; thence South 0°12'52" East along the East line thereof a distance of 663.01 feet to the Southeast corner of said South 663.0 feet of the West 2648.0 feet of the North one quarter; thence North 89°30'36" East along said South line of the North half of the Northeast quarter a distance of 319.28 feet to a point 2322.87 feet West of said Southeast corner of the North half of the Northeast quarter; thence North 0°12'52" West a distance of 300.0 feet; thence North 89°30'36" East a distance of 1101.77 feet to the point of beginning. Except the railroad right of way if any.

Parcel 13:

That part of the North 1/4 of Section 14, Township 115 North, Range 19 West of the 5th P.M, Dakota County, Minnesota, lying Westerly of the centerline of C.S.A.H. No. 71 (Rich Valley Boulevard) described as follows: Commencing at the Southeast corner of the N1/2 of the NE1/4 of said Section 14; thence South 89°30'36" West, assumed bearing, along the South line thereof a distance of 1128.92 feet to the centerline of C.S.A.H. No. 71 and the Point of Beginning of the land to be described; thence North 17°34'11" West, along said centerline a distance of 313.84 feet; thence South 89°30'36" West, parallel with said South line of the N1/2 of the NE1/4, a distance of 1101.77 feet; thence South 0°12'52" East a distance of 300.00 feet to said South line; thence North 89°39'36" East along said South line a distance of 1193.95 feet to the point of beginning. Except that part taken for the Chicago Rock Island & Pacific Railroad.

Parcel 14:

That part of the Southwest Quarter of the Northeast Quarter of Section 14, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota, described as follows: Commencing at the Northeast corner of said Southwest quarter of the Northeast quarter; thence North 89°57'20" West, assumed bearing, along the North line of said Southwest quarter of the Northeast quarter 172.74 feet to the point of intersection of said North line with the Westerly line of the Rock Island Railroad right of way and the Point of Beginning of the land to be described; thence South 8°36'36" West along said right of way line, 66.74 feet; thence North 89°57'20" West 80.90 feet; thence South 8°36'36" West 388.63 feet; thence North 89°57'20" West 933.14 feet; thence North 0°16'50" East 451.40 feet, more or less, to the North line of said Southwest quarter of the Northeast quarter; thence East along said North line of the South one-half of the Northeast quarter 1080.00 feet, more or less, to the point of beginning.

All Parcels are under ID No.: 34-01400-50-012

34-02300-50-014

TRACT B

Parcel 1:

The South Half of the Northeast Quarter and the South Half of the Northeast Quarter of the Northeast Quarter, all in Section 23, Township 115 North, Range 19 West of the Fifth Principal Meridian, Dakota County, Minnesota, according to the United States Government Survey thereof.

Parcel 2:

The East Half of the Northwest Quarter, the Northwest Quarter of the Northeast Quarter and the North Half of the Northeast Quarter of the Northeast Quarter; all in Section 23, Township 115 North, Range 19 West of

the Fifth Principal Meridian, Dakota County, Minnesota, according to the Government Survey thereof. Except the right of way of the Railroad crossing part of the above described lands.

Also Except that part of the Northeast Quarter of the Northwest Quarter and the North Half of the Northeast Quarter of Section 23, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota described as follows: Beginning at the North quarter corner of said Section 23; thence North 88°33'31" East, assumed bearing, along the North line of said North Half of the Northeast Quarter, a distance of 403.71 feet; thence South 23°07'30" West a distance of 282.13 feet; thence North 78°30'48" West a distance of 300.06 feet; thence North 7°59'11" East a distance of 30.00 feet; thence North 82°00'49" West a distance of 25.00 feet; thence South 7°59'11" West a distance of 30.00 feet; thence North 82°00'49" West a distance of 155.15 feet; thence South 78°09'15" West to the West line of said Northeast Quarter of the Northwest Quarter; thence Northerly along said West line to the Northwest corner of said Northeast Quarter of the Northwest Quarter; thence East, along the North line of said Northeast Quarter of the Northwest Quarter, a distance of 1326.20 feet to the point of beginning, containing 10 acres, more or less.

Parcel 3:

The West Half of the Northwest Quarter of Section 23, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota; except the railroad right of way.

Parcel 4:

The West Half (W1/2) of the Southwest Quarter (SW1/4) of Section Twenty-three (23), Township One Hundred Fifteen (115) North, Range Nineteen (19) West of the Fifth (5th) P.M., Dakota County, Minnesota.

Parcel 5:

The Northeast Quarter of the Southwest Quarter of Section 23, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota, Except the North 726 feet of the West 300 feet thereof.

Parcel 6:

The Northwest Quarter of the Southeast Quarter of Section 23, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota, Except the South 60 feet of the East 363 feet thereof.

And that part of the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter of Section 23, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota, described as follows: Commencing at the Northeast corner of said Southwest Quarter of the Southeast Quarter; thence North 89°35'50" West, assumed bearing, along the North line thereof, 363 feet, more or less, to the West line of the East 363 feet of the Northwest Quarter of the Southeast Quarter, to the point of beginning of the land to be described; thence South 0°14'46" West 13.3 feet; thence North 89°58'50" West 1129.6 feet; thence North 89°36'33" West 1157.03 feet to the West line of said Southeast Quarter of the Southwest Quarter; thence North 0°11'33" East along said West line 17.51 feet to the Northwest corner of said Southeast Quarter of the Southwest Quarter; thence South 89°45'09" East 1324.59 feet to the Northeast corner of said Southeast Quarter of the Southwest Quarter; thence South 89°35'50" East along the North line of said Southwest Quarter of the Southeast Quarter 962.05 feet to the point of beginning.

Parcel 7:

The South 60 feet of the East 363 feet of the Northwest Quarter of the Southeast Quarter of Section 23, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota.

Parcel 8:

The Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter in Section 23, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota, Except that part of the Southwest Quarter of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter of Section 23, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota, described

as follows: Commencing at the Northeast corner of said Southwest Quarter of the Southeast Quarter; thence North 89°35'50" West, assumed bearing, along the North line thereof, 363 feet, more or less, to the West line of the East 363 feet of the Northwest quarter of the Southeast quarter, to the Point of Beginning of the land to be described; thence South 0°14'46" West 13.3 feet; thence North 89°58'50" West 1129.6 feet; thence North 89°36'33" West 1157.03 feet to the West line of said Southeast Quarter of the Southwest Quarter; thence North 0°11'33" East along said West line 17.51 feet to the Northwest corner of said Southeast Quarter of the Southwest Quarter; thence South 89°45'09" East 1324.59 feet to the Northeast corner of said Southeast Quarter of the Southwest Quarter; thence South 89°35'50" East along the North line of said Southwest Quarter of the Southeast Quarter 962.05 feet to the point of beginning.

Parcel 9:

That part of the Northeast Quarter of the Northwest Quarter and the North Half of the Northeast Quarter of Section 23, Township 115 North, Range 19 West of the 5th P.M, Dakota County, Minnesota, described as follows: Beginning at the North quarter corner of said Section 23; thence North 88°33'31" East, assumed bearing, along the North line of said North Half of the Northeast Quarter, a distance of 403.71 feet; thence South 23°07'30" West a distance of 282.13 feet; thence North 78°30'48" West a distance of 300.06 feet; thence North 7°59'11" East a distance of 30.00 feet; thence North 82°00'49" West a distance of 25.00 feet; thence South 7°59'11" West a distance of 30.00 feet; thence North 82°00'49" West a distance of 155.15 feet; thence South 78°09'15" West to the West line of said Northeast Quarter of the Northwest Quarter; thence Northerly along said West line to the Northwest corner of said Northeast Quarter of the Northwest Quarter; thence East, along the North line of said Northeast Quarter of the Northwest Quarter, a distance of 1326.20 feet to the point of beginning, containing 10 acres, more or less.

Parcel 10:

The East Half of the Southeast Quarter (E1/2 SE1/4) of Section 23, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota.

All Parcels under ID No.: 34-02300-50-014

34-02400-01-011

TRACT C

Parcel 1:

The North Half of the Northeast Quarter (N1/2NE1/4) of Section Twenty-four (24), Township One-hundred-fifteen (115) North, Range Nineteen (19) West of the 5th P.M., according to the United States Government Survey, Dakota County, Minnesota, and

The North Half of the Northeast Quarter of the Northwest Quarter (N1/2NE1/4NW1/4) of Section Twenty-four (24), Township One-hundred-fifteen (115) North, Range Nineteen (19) West of the 5th P.M., and

The South Half of the Northeast Quarter of Northwest Quarter (S1/2NE1/4NW1/4) of Section Twenty-four (24), Township One-hundred-fifteen (115) North, Range Nineteen (19) West of the 5th P.M., according to the United States Government Survey, Dakota County, Minnesota.

Parcel 2:

The South Half of the Northeast Quarter (S1/2NE1/4) of Section Twenty-four (24), Township One-hundred-fifteen (115) North, Range Nineteen (19) West of the 5th P.M., according to the United States Government Survey thereof, Dakota County, Minnesota. Except that part in Parcel 420 Minnesota DOT Right of Way Plat 19-144.

Parcel 3:

That part of the South 1/2 of the Southwest 1/4 and the South 1/2 of the Southeast 1/4 of Section 24, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota, described as follows:

Beginning at the Southeast corner of said South 1/2 of the Southwest 1/4; thence on an assumed bearing of West along the South line thereof 208 feet; thence on a bearing of North 348.93 feet to the Southwesterly right of way line of the Chicago Northwestern Railroad, said right of way line being 150 feet, as measured at right angles to the centerline of the main line tract as now established; thence South 33°51'00" East along said railroad right of way line 420.15 feet to the South line of said South 1/2 of the Southeast 1/4; thence South 89°59'40" West along said line 26.03 feet to the point of beginning.

Parcel 4:

The South Half of the Northwest Quarter of Section 24, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota, except the right of way of the Chicago and North Western Transportation Company.

That part of the Northwest Quarter of the Northwest Quarter of Section 24, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota, lying West of the Chicago and North Western Transportation Company right of way.

Except that property legally described as follows: That part of West Half of Section 24, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota, described as follows: Commencing at the Northwest corner of Section 24; thence South 89°59'48" East, an assumed bearing along the North line of said Section 24 a distance of 1139.25 feet to a point on the Westerly right of way of the Union Pacific Railroad Company; thence South 01°05'01" West along said Westerly right of way 453.57 feet to the point of beginning; thence continuing South 01°05'01" West along said Westerly right of way 1730.83 feet; thence continuing Southeasterly along said Westerly right of way on a tangential curve concave to the East having a radius of 1959.86 feet and a central angle of 35°15'00" a distance of 1205.76 feet; thence continuing along said Westerly right of way South 34°09'59" East 362.93 feet; thence South 56°00'47" West 20.00 feet; thence North 34°09'59" West parallel to said Westerly right of way 362.87 feet; thence Northwesterly on a tangential curve concave to the East, parallel to said Westerly right of way, radius 1979.86 feet, central angle 30°54'04", length of 1067.79 feet; thence South 86°37'34" West 10.00 feet; thence Northwesterly on a non-tangential curve concave to the East, parallel to said Westerly right of way, radius 1989.86 feet, central angle 4°20'58", length of 151.06 feet and chord bearing North 01°05'28" West; thence North 01°05'01" East parallel to said Westerly right of way 348.99 feet; thence South 88°54'59" East 10.00 feet; thence continuing parallel to said Westerly right of way North 01°05'01" East 1381.84 feet; thence South 89°54'59" East 20.00 feet to the point of beginning and there terminating.

Parcel 5:

The East 1/2 of the Southwest 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Southeast 1/4 of Section 24, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota,

Excepting therefrom the following described parcels: Commencing at the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of said Section 24, Township 115 North, Range 19 West; thence Southerly along the East line of said Southeast Quarter of said Section 24, a distance of 100 feet to the point of beginning; thence Westerly and parallel to and 100 feet Southerly of the North line of said Southeast Quarter-Quarter of Section 24, a distance of 600 feet; thence Southeasterly in a straight line to a point on the East line of said Southeast Quarter-Quarter of Section 24 said point being 400 feet Southerly of the Northeast corner of said Southeast Quarter-Quarter of Section 24; thence Northerly along the East line of the Southeast Quarter-Quarter Section 24, a distance of 300 feet to the point of beginning;

Also excepting the West 208.72 feet of the East 635.57 feet of the South 208.72 feet of said Section 24, Township 115 North, Range 19 West, Dakota County, Minnesota;

Also excepting the South 436.00 feet of the East 83.17 feet of the East 1/2 of Southwest 1/4 of Southeast 1/4 of Section 24, Township 115 North, Range 19 West, Dakota County, Minnesota; Also excepting the South

436.00 feet of the West 216.83 feet of the Southeast 1/4 of the Southeast 1/4 of Section 24, Township 115 North, Range 19 West, Dakota County, Minnesota;
Also excepting the North 100 feet of said East 1/2 of the Southwest 1/4 of the Southeast 1/4 and the North 100 feet of the Southeast 1/4 of the Southeast 1/4 of Section 24, Township 115 North, Range 19 West, Dakota County, Minnesota.

The West 208.72 feet of the East 635.57 feet of the South 208.72 feet of the Southeast Quarter of the Southeast Quarter of Section 24, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota.

Except that property legally described as follows: That part of South Half of Southeast Quarter of Section 24, Township 115 North, Range 19 West, Dakota County, Minnesota, described as follows: Commencing at the Southeast corner of Section 24; thence North 0°10'45" East, an assumed bearing along the East line of said Section 24 a distance of 918.04 feet to the Southerly right of way of the Union Pacific Railroad Company; thence North 63°33'56" West along said Southerly right of way 501.75 feet to the point of beginning; thence continuing North 63°33'56" West along said Southerly right of way 167.26 feet to a point on the South line of North 100 feet of the South half of Southeast quarter of Section 24, which is the Southerly right of way of said Railroad Company; thence South 89°47'33" West along said South line of North 100 feet a distance of 1386.03 feet to a point in the West line of East half of Southwest quarter of Southeast quarter of said Section 24; thence South 0°07'58" West along said West line 75.00 feet to a point on the South line of the North 175 feet of South half of Southeast quarter of Section 24; thence North 89°47'33" East along said South line of North 175 feet, a distance of 1535.98 feet to point of beginning and there terminating.

And Except that part in Parcel 420 Minnesota DOT Right of way Plat 19-144.

Parcel 6:

Tract A

The West 1,067.00 feet of the South Half of the Southwest Quarter of Section 24, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota, lying Westerly and Southwesterly of the Southwesterly right of way line of the Chicago Northwestern Railroad; except the West 447.00 feet of the South 235.00 feet of said South Half of the Southwest Quarter of Section 24, Township 115 North, Range 19 West of the 5th P.M., Dakota County Minnesota; and except the South 175 feet of the North 375 feet of the West 280 feet of the South Half of the Southwest Quarter of Section 24, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota.

Tract B

The South 175 feet of the North 375 feet of the West 280 feet of the South Half of the Southwest Quarter of Section 24, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota.

Tract C

Tract 1: The West 173 feet of the South 235 feet of the South One-half of the Southwest Quarter of Section 24, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota.

Tract 2: All that part of the South One-half of the Southwest Quarter of Section 24, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota, lying Easterly of the West 1067 feet thereof and lying Westerly and Southwesterly of the following described line: Beginning at a point on the South line of the South One-half of the Southwest Quarter 208.00 feet Westerly of the Southeast corner thereof; thence Northerly at right angles to said South line of the South One-half of the Southwest Quarter a distance of 357.73 feet, more or less, to the Southwesterly right of way line of the Chicago Northwestern Railroad; thence running North 34°25'54" West along the South- westerly right of way line a distance of 1161.41 feet to the North line of the South One-Half of the Southwest Quarter and there terminating.

Tract D

The West half of the Southwest Quarter of the Southeast Quarter of Section 24, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota, Except the Chicago Northwestern Railroad Right of Way, and Except the North 100 feet of said Southwest Quarter of Southeast Quarter, and Except that part of said Southwest Quarter of Southeast Quarter beginning at a point on the West line of said Southwest Quarter of Southeast Quarter 100.00 feet South of the Northwest corner of said Southwest Quarter of Southeast Quarter; thence Easterly parallel to the North line of said Southwest Quarter of Southeast Quarter, 340.00 feet; thence Southwesterly to a point on the West line of said Southwest Quarter of Southeast Quarter lying 210.00 feet South of point of beginning; thence Northerly along said West line to the point of beginning.

Parcel 7:

The East One Hundred Thirty-seven (137) feet of the West Four Hundred Forty-seven (447) feet of the South Two Hundred Thirty-five (235) feet of the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of Section Twenty-four (24), Township One Hundred Fifteen (115) North, Range Nineteen (19) West of the 5th P.M., Dakota County, Minnesota, according to the Government Survey thereof.

Parcel 8:

The West 208.72 feet of the East 635.57 feet of the South 208.72 feet of the Southeast Quarter of the Southeast Quarter of Section 24, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota.

Parcel 9:

The North half of the Southwest quarter (N1/2 SW1/4) of Section Twenty-four (24), Township One hundred Fifteen (115) North, Range Nineteen (19) West of the 5th P.M., Dakota County, Minnesota, excepting therefrom the right of way of the Chicago, Great Western Railway Company,

And excepting therefrom the following: Beginning at the Southeast corner of the Northeast quarter (NE1/4) of the Southwest quarter (SW1/4) of Section Twenty-four (24), Township One hundred Fifteen (115) North, Range Nineteen (19) West of the Fifth (5th) Principal Meridian, thence Northerly along the North and South center line of said Section Twenty-four (24) a distance of two hundred (200) feet, thence Westerly parallel to the South line of the Northeast quarter (NE1/4) of the Southwest quarter (SW1/4) of said Section Twenty-four (24), distance of six hundred (600) feet; thence Northerly at right angles one hundred (100) feet; thence Westerly at right angles to a point in the Chicago Great Western Railway Company's Northeasterly right of way line; thence Southeasterly along said right of way to a point in the South line of the Northeast quarter (NE1/4) of the Southwest quarter (SW1/4) of said Section Twenty-four (24), thence Easterly along the South line of the Northeast quarter (NE1/4) of the Southwest quarter (SW1/4) of said Section Twenty-four (24) to the point of beginning, containing three and seven tenths (3.7) acres, more or less, and

Also excepting therefrom that part of West half of Section 24, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota, described as follows: Commencing at the Northwest corner of Section 24; thence South 89°59'48" East, an assumed bearing along the North line of said Section 24 a distance of 1139.25 feet to a point on the Westerly right of way of the Union Pacific Railroad Company; thence South 01°05'01" West along said Westerly right of way 453.57 feet to the point of beginning; thence continuing South 01°05'01" West along said Westerly right of way 1730.83 feet; thence continuing Southeasterly along said Westerly right of way on a tangential curve concave to the East having a radius of 1959.88 feet and a central angle of 35°15'00" a distance of 1205.76 feet; thence continuing along said Westerly right of way South 34°09'59" East 362.93 feet; thence South 58°00'47" West 20.00 feet; thence North 34°09'59" West parallel to said Westerly right of way 362.87 feet; thence Northwesterly on a tangential curve concave to the East, parallel to said Westerly right of way, radius 1979.86 feet, central angle 30°54'04", length of 1067.79 feet; thence South 88°37'34" West 10.00 feet; thence Northwesterly on a non-tangential curve concave to the East, parallel to said Westerly right of way, radius 1989.86 feet, central angle 4°20'58", length of 151.06 feet and chord bearing North 01°05'28" West; thence North 01°05'01" East parallel to said Westerly right of way 348.99 feet; thence South 88°54'59" East 10.00 feet; thence continuing parallel to said Westerly right of way

North 01°05'01" East 1381.84 feet; thence South 89°54'59" East 20.00 feet to the point of beginning and there terminating.

Parcel 10:

The North 1/2 of the Southeast 1/4 of Section 24, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota, according to the U.S. Government Survey thereof. Except that part in Parcel 420 Minnesota DOT Right of Way Plat 10-144.

Parcel 11:

The South 436 feet of the East 83.17 feet of the East half of the Southwest quarter of the Southeast quarter and the South 436 feet of the West 216.83 feet of the Southeast quarter of the Southeast quarter, all in Section 24, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota, according to the U.S. Government Survey thereof.

Parcel 12:

The East 137 feet of the West 310 feet of the South 235 feet of the Southwest Quarter of the Southwest Quarter of Section 24, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota, according to the U.S. Government Survey thereof.

Parcel ID: 34-02400-01-011 (all Parcels)

PID 34-01300-50-012

TRACT D

Parcel 1:

All that part of the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section Thirteen (13), Township One Hundred Fifteen (115) North, Range Nineteen (19) West of the 5th P.M, Dakota County, Minnesota, lying West of the Chicago Great Western Railway Company right of way as now located.

Parcel 2:

The North Half (N1/2) of the Northeast Quarter (NE1/4) and the West Half (W1/2) of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section 13, in Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota, excepting therefrom a strip of land two (2) rods wide across the East end of the North Half (N1/2) of the Northeast Quarter (NE1/4) of said Section 13, except that portion of the above excepted premises sold to the St. Paul Southern Railway Company, and subject to the rights acquired by the Public for highway purposes, according to the Government Survey thereof.

Parcel 3:

The South Half (S1/2) of the Southeast Quarter (SE1/4) and the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section 13, Township One Hundred Fifteen (115) North, Range Nineteen (19) West of the 5th P.M., Dakota County, Minnesota, according to the United States Government Survey thereof.

Parcel 4:

The East Half of the Southwest Quarter of the Northeast Quarter (E1/2 SW1/4 NE1/4) and the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of Section Thirteen (13), Township One Hundred Fifteen (115) North, Range Nineteen (19) West of the Fifth Principal Meridian, Dakota County, Minnesota, according to the United States Government Survey thereof, subject to the rights acquired by the Public for highway purposes, and

Except that part of the said Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) described as follows, to-wit: Commencing at a point on the South line of said Northeast Quarter (NE1/4) said point being on the West line of State Trunk Highway No. 52 and Two hundred Twenty-four (224) feet West of the Southeast corner of said Northeast Quarter (NE1/4); thence West along the South line of said Northeast Quarter (NE1/4) a distance

of Three hundred Thirty (330) feet; thence North 1° West and parallel to the West line of said State Trunk Highway a distance of Six hundred Sixty (660) feet; thence East Three hundred Thirty (330) feet to the West line of said Highway; thence South 1° East along the West line of said highway a distance of Six hundred Sixty (660) feet to the place of beginning.

Parcel 5:

The North 55 rods of the Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section Thirteen (13), Township One hundred Fifteen (115) North, Range Nineteen (19) West of the 5th P.M., Dakota County, Minnesota, according to the Government Survey thereof.

Parcel 6:

The Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section Thirteen (13), except the North Fifty-five (55) rods thereof; and the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) of the said Section Thirteen (13), all in Township One hundred Fifteen (115) North, Range Nineteen (19) West of the Fifth Principal Meridian, Dakota County, Minnesota.

Parcel 7:

The Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section Thirteen (13), Township One hundred Fifteen (115) North, Range Nineteen (19) West of the 5th P.M., Dakota County, Minnesota, subject to the rights acquired by the Public for highways purposes, according to the United States Government Survey.

Parcel 8:

That part of the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) Section Thirteen (13), Township One hundred Fifteen (115) North, Range Nineteen (19) West of the Fifth Principal Meridian, Dakota County, Minnesota, according to the United States Government Survey thereof, described as follows, to-wit:

Commencing at a point on the South line of said Northeast Quarter (NE1/4) said point being on the West line of State Trunk Highway No. 52 and Two hundred Twenty-four (224) feet West of the Southeast corner of said Northeast Quarter (NE1/4); thence West along the South line of said Northeast Quarter (NE1/4) a distance of Three hundred Thirty (330) feet; thence North 1° West and parallel to the West line of said State Trunk Highway a distance of Six hundred Sixty (660) feet; thence East Three hundred Thirty (330) feet to the West line of said Highway; thence South 1° East along the West line of said highway a distance of Six hundred Sixty (660) feet to the place of beginning, and subject to the rights acquired by the Public for highway purposes.

Parcel 9:

The East Half (E1/2) of the Northwest Quarter (NW1/4) in Section Thirteen (13), Township One hundred Fifteen (115) North, Range Nineteen (19) West of the Fifth Principal Meridian, Dakota County, Minnesota, according to the United States Government Survey thereof.

Parcel 10:

The South Twenty-five feet (25) feet of the East Two (2) rods of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section Thirteen (13), Township One hundred Fifteen (115) North of Range Nineteen (19) West of the 5th Principal Meridian, Dakota County, Minnesota, all according to the Government Survey thereof, subject to the rights, if any, of the St. Paul Southern Electric Railway Company or its assigns and also subject to rights acquired by the Public for highway purposes.

Parcel 11:

That portion of the South Twenty-five (25) feet of the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section Thirteen (13), Township One hundred Fifteen (115) North, Range Nineteen (19) West of the 5th P.M., Dakota County, Minnesota, lying between the center line of now designated State Trunk Highway No. 52-56 and the East section line of said Section Thirteen (13); all according to the United States Government Survey.

Parcel 12:

Beginning at the Northeast corner of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Thirteen (13), Township One hundred Fifteen (115) North, Range Nineteen (19) West of the Fifth Principal Meridian (5th P.M.), Dakota County, Minnesota; thence Southerly along the East line thereof a distance of Nine hundred Sixty-two and three-tenths (962.3) feet; thence Northwesterly along a line making an angle of Sixteen (16°) degrees, Five (5') minutes, Forty-five (45'') seconds with last described course a distance of One hundred Nineteen and one-tenth (119.1) feet to a point, said point being Thirty-three (33) feet Westerly of the East line of said Section Thirteen (13); thence Northerly parallel to said East line of Section Thirteen (13) a distance of Eight hundred Forty-seven and nine-tenths (847.9) feet to a point in the North line of the said Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section Thirteen (13); thence Easterly along the North line a distance of Thirty-three (33) feet to the point of beginning, containing sixty-nine hundredths (0.69) acres, more or less.

Parcel 13:

That part of the North 55 rods of the Southwest 1/4 of Section 13, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota, lying West of the Chicago and North Western Railroad right of way.

Parcel 14:

That part of the South 105 acres of the Southwest Quarter of Section 13, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota, lying West of the Chicago and North Western Transportation Company right of way.

Except the property legally described as follows: Commencing at the Southwest corner of Section 13; thence South 89°59'48" East, an assumed bearing, along the South line of said Southwest Quarter of Section 13 a distance of 1139.25 feet to a point on the Westerly right of way of the Union Pacific Railroad Company; thence North 01°05'01" East 84.85 feet along said Westerly right of way to the point of beginning; thence continuing North 01°05'01" East along said Westerly right of way 1664.75 feet; thence North 88°54'59" West 20.00 feet; thence South 01°05'01" West parallel to said Westerly right of way 1664.75 feet; thence South 88°55'25" East 20.00 feet to point of beginning and there terminating.

Parcel 15:

That part of the Northwest Quarter of the Northwest Quarter of Section 13, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota, lying Westerly of the Chicago and North Western Transportation Company right of way.

All Parcels are under ID No.: 34-01300-50-012

PID 34-01400-75-013

TRACT E

Parcel 1:

That part of the North Half of the Northeast Quarter (N1/2NE1/4) of Section Fourteen (14), Township One hundred Fifteen (115) North, Range Nineteen (19) West of the 5th P.M., Dakota County, Minnesota, lying East of the centerline of C.A.A. H. No. 71 (Rich Valley Blvd.), except that part taken for the Chicago Rock Island and Pacific Railroad.

Parcel 2:

That part of the South 105 acres of the Southeast Quarter of Section 14, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota, described as follows: Beginning at the Southeast corner of said Section 14; thence South 89°20'19" West on an assumed bearing, along the South line of said Southeast quarter, a distance of 38.82 feet; thence North 14°56'57" West, a distance of 1778.90 feet to the North line of the South 105.00 acres of said Southeast quarter; thence North 89°20'19" East along said North line, a

distance of 500.66 feet to the East line of said Southeast quarter; thence South along said East line to the point of beginning.

Parcel 3:

That part of the South Half (S1/2) of the Northeast Quarter (NE1/4) of Section 14, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota, lying East of St. Paul and Cannon Falls Wagon Road (now Dakota County Highway No. 71) as now laid out and traveled.

Parcel 4:

That part of the North 55 rods of the Southeast 1/4 of Section 14, Township 115 North, Range 19 West of the 5th P.M., Dakota County, Minnesota, lying East of the centerline of County Road No. 71.

All Parcels are under ID No.: 34-01400-75-013

Exhibit SE-1 – Easement Description

A Stormwater Management Easement SE-1 over, under and across:

That part of the Southeast Quarter of Section 23, Township 115 North, Range 19 West, Dakota County, Minnesota, lying westerly of Blaine Avenue East right of way and lying southerly of Bonaire Path East right of way, being described as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 23, Township 115 North, Range 19 West;

thence North 89 degrees 27 minutes 28 seconds West an assumed bearing along the south line of said Southeast Quarter a distance of 33.00 feet to the intersection with the westerly right of way of Blaine Avenue East and the point of beginning of the property to be described;

thence continuing North 89 degrees 27 minutes 28 seconds West along said south line a distance of 2615.67 feet to the west line of said Southeast Quarter;

thence North 0 degrees 12 minutes 54 seconds East along said west line a distance of 2601.91 feet to the southerly right of way of Bonaire Path East;

thence South 89 degrees 44 minutes 11 seconds East along said southerly right of way a distance of 2618.48 feet to the intersection with said westerly right of way of Blaine Avenue East;

thence South 0 degrees 16 minutes 38 seconds West along said westerly right of way a distance of 2614.64 feet to the point of beginning.

Said Stormwater Management Easement SE-1 is described as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 23, Township 115 North, Range 19 West; thence North 89 degrees 27 minutes 28 seconds West an assumed bearing along the south line of said Southeast Quarter a distance of 33.00 feet to the intersection with the westerly right of way of Blaine Avenue East;

thence North 0 degrees 16 minutes 38 seconds East along said westerly right of way a distance of 1381.45 feet to the point of beginning of the Stormwater Management Easement to be described;

thence WEST 154.30 feet;

thence SOUTH 76.47 feet;

thence EAST 76.88 feet;

thence SOUTH 100.00 feet;

thence WEST 136.00 feet;

thence NORTH 100.00 feet;

thence EAST 39.12 feet;

thence NORTH 76.47 feet;

thence WEST 52.41 feet;

thence South 48 degrees 00 minutes 36 seconds West 23.17 feet;

thence WEST 997.74 feet;

thence North 40 degrees 18 minutes 04 seconds West 52.65 feet;

thence WEST 513.77 feet;

thence North 11 degrees 13 minutes 55 seconds East 36.59 feet;

thence EAST 523.07 feet;

thence South 47 degrees 02 minutes 58 seconds East 66.26 feet;

thence EAST 943.74 feet;
thence North 44 degrees 22 minutes 55 seconds East 63.52 feet;
thence NORTH 296.79 feet;
thence North 50 degrees 50 minutes 59 seconds West 21.22 feet;
thence NORTH 201.71 feet;
thence North 16 degrees 00 minutes 05 seconds East 66.70 feet;
thence NORTH 535.36 feet;
thence EAST 92.07 feet;
thence North 0 degrees 00 minutes 36 seconds West a distance of 61.62 feet to the southerly right of way of Bonaire Path East;
thence South 89 degrees 44 minutes 11 seconds East along said southerly right of way 20.00 feet;
thence South 0 degrees 00 minutes 36 seconds East 61.53 feet;
thence EAST 97.39 feet;
thence NORTH 37.92 feet;
thence East a distance of 17.10 feet to the westerly right of way of Blaine Avenue East;
thence South 0 degrees 16 minutes 38 seconds West along said westerly right of way a distance of 1210.11 feet to the point of beginning.
EASEMENT AREA SE-1: 336,982 square feet = 7.736 acres.



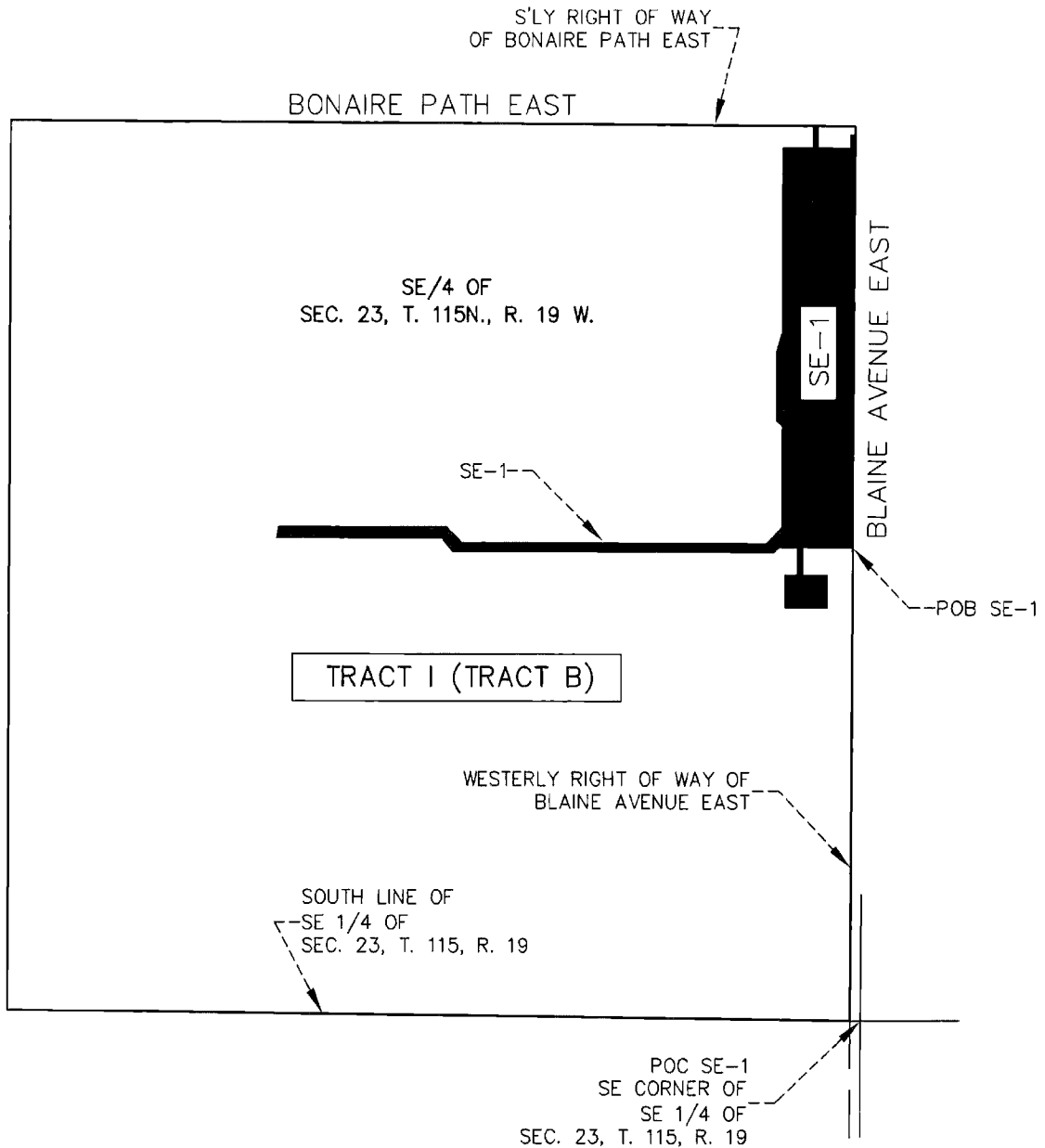
HARRY S. JOHNSON
LAND SURVEYORS

9063 Lyndale Ave. So. Bloomington, MN. 55420
phone: 952-884-5341 fax: 952-884-5344

Exhibit SE-1

for

Flint Hills Resources



SE-1

STORMWATER MANAGEMENT EASEMENT SE-1

General Notes:

1. For full easement descriptions, bearings and distances, refer to "Overall Easement Exhibit" drawings for Flint Hills Resources

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

Date: May 31, 2023

Thomas E. Hodorff
Thomas E. Hodorff, L.S. MN Reg. No. 23677



SCALE: 1" = 500'

HSJ WO: 202310007.DWG

EXHIBIT SE-2 – Easement Description

A Stormwater Management Easement SE-2 over, under and across:

That part of the Northeast Quarter of Section 23

AND

Southeast Quarter of Section 14.

All in Township 115 North, Range 19 West, Dakota County, Minnesota, lying easterly and southeasterly of the Chicago, Rock Island and Pacific Railroad right of way, and lying westerly of Blaine Avenue East right of way and lying northerly of Bonaire Path East right of way, being described as follows:

Commencing at the Southeast corner of the Northeast Quarter of Section 23, Township 115 North, Range 19 West;

thence North 0 degrees 16 minutes 52 seconds East an assumed bearing along the east line of said Northeast Quarter a distance of 33.00 feet;

thence North 89 degrees 44 minutes 11 seconds West to the intersection of Blaine Avenue East right of way and Bonaire Path East right of way a distance of 33.00 feet and the point of beginning of the property to be described;

thence continuing North 89 degrees 44 minutes 11 seconds West along the northerly right of way of said Bonaire Path East a distance of 2618.55 feet to the west line of said Northeast Quarter;

thence North 0 degrees 12 minutes 54 seconds East along said west line a distance of 1497.24 feet to the easterly and southeasterly right of way of the Chicago, Rock Island and Pacific Railroad;

thence northeasterly along said easterly and southeasterly right of way, a distance of 1274.50 feet, being a non-tangential curve concave to the northwest having a radius of 2914.76 feet, a central angle of 25 degrees 03 minutes 11 seconds and the chord of said curve is 1264.38 feet in length and bears North 30 degrees 51 minutes 48 seconds East;

thence North 89 degrees 25 minutes 24 seconds East, along a line not tangent to said curve, a distance of 10.57 feet;

thence northeasterly a distance of 496.14 feet, along a non-tangential curve concave to the northwest having a radius of 2924.76 feet, a central angle of 9 degrees 43 minutes 10 seconds and the chord of said curve 495.55 feet in length and bears North 13 degrees 24 minutes 36 seconds East;

thence North 8 degrees 33 minutes 01 seconds East, tangent to said curve, a distance of 1281.11 feet to the intersection with said easterly and southeasterly right of way and the south line of the north 55 rods of the Southeast Quarter of Section 14;

thence South 89 degrees 58 minutes 39 seconds East along said south line a distance of 1161.63 feet to the westerly right of way of Blaine Avenue East;

thence South 14 degrees 52 minutes 59 seconds East along said westerly right of way a distance of 1794.45 feet;

thence southerly a distance of 319.06 feet, along a tangential curve concave to the west having a radius of 1179.40 feet, a central angle of 15 degrees 30 minutes 00 seconds;

thence South 0 degrees 37 minutes 01 seconds West, tangent to said curve, a distance of 419.32 feet;

thence South 0 degrees 16 minutes 52 seconds West 1874.02 feet to the point of beginning.

Said Stormwater Management Easement SE-2 is described as follows:

Commencing at the Southeast corner of the Northeast Quarter of Section 23, Township 115 North, Range 19 West;

thence North 0 degrees 16 minutes 52 seconds East an assumed bearing along the east line of said Northeast Quarter a distance of 33.00 feet;

thence North 89 degrees 44 minutes 11 seconds West along the northerly right of way Bonaire Path East and its easterly extension a distance of 147.95 feet to the point of beginning of the Stormwater Management Easement SE-2 to be described;

thence continuing North 89 degrees 44 minutes 11 seconds West along said northerly right of way 20.00 feet;

thence North 0 degrees 00 minutes 36 seconds West 182.23 feet;

thence WEST 116.65 feet;

thence NORTH 576.24 feet; 0

thence EAST 177.15 feet;

thence North 0 degrees 04 minutes 59 seconds East 534.21 feet;

thence WEST 5.06 feet;

thence North 0 degrees 05 minutes 18 seconds East 599.21 feet;

thence South 34 degrees 34 minutes 37 seconds West 237.38 feet;

thence WEST 156.40 feet;

thence North 22 degrees 29 minutes 53 seconds West 144.97 feet;

thence North 10 degrees 13 minutes 33 seconds West 199.89 feet;

thence North 19 degrees 42 minutes 34 seconds West 22.73 feet;

thence South 75 degrees 39 minutes 36 seconds West 73.54 feet;

thence South 8 degrees 03 minutes 18 seconds West 182.91 feet;

thence South 88 degrees 53 minutes 02 seconds West 705.93 feet;

thence South 17 degrees 40 minutes 22 seconds East 807.81 feet;

thence South 80 degrees 31 minutes 16 seconds East 370.63 feet;

thence SOUTH 181.11 feet;

thence WEST 849.07 feet;

thence North 20 degrees 24 minutes 18 seconds West 492.70 feet;

thence WEST 326.72 feet;

thence North 18 degrees 12 minutes 09 seconds West 186.61 feet;

thence North 7 degrees 42 minutes 15 seconds East 390.96 feet;

thence North 36 degrees 46 minutes 09 seconds East 286.00 feet;

thence North 11 degrees 14 minutes 35 seconds East 254.65 feet;

thence North 21 degrees 44 minutes 44 seconds East 125.96 feet;

thence North 82 degrees 30 minutes 29 seconds East 77.11 feet;

thence South 76 degrees 12 minutes 27 seconds East 47.23 feet;

thence South 32 degrees 26 minutes 44 seconds East 115.24 feet;

thence South 9 degrees 47 minutes 15 seconds West 301.78 feet;

thence South 58 degrees 46 minutes 49 seconds East 338.90 feet;

thence North 88 degrees 53 minutes 02 seconds East 723.57 feet;

thence North 8 degrees 03 minutes 18 seconds East 175.63 feet;

thence North 75 degrees 39 minutes 36 seconds East 96.56 feet;

thence North 19 degrees 42 minutes 34 seconds West 108.73 feet;

thence North 45 degrees 12 minutes 55 seconds West 167.66 feet;

thence North 26 degrees 20 minutes 41 seconds West 78.70 feet;
 thence North 47 degrees 29 minutes 13 seconds East 56.27 feet;
 thence North 73 degrees 14 minutes 35 seconds West 502.03 feet;
 thence North 0 degrees 06 minutes 21 seconds East 137.93 feet;
 thence North 38 degrees 11 minutes 37 seconds West 287.78 feet;
 thence North 21 degrees 06 minutes 17 seconds West 826.00 feet;
 thence North 16 degrees 34 minutes 52 seconds West 259.23 feet;
 thence North 7 degrees 36 minutes 49 seconds East 70.57 feet;
 thence North 42 degrees 11 minutes 08 seconds West 60.30 feet to the easterly and southeasterly
 right of way of Chicago, Rock Island and Pacific Railroad;
 thence North 8 degrees 33 minutes 01 seconds East along said easterly and southeasterly right of way
 a distance of 44.66 feet;
 thence South 69 degrees 00 minutes 42 seconds East 33.70 feet;
 thence South 31 degrees 56 minutes 40 seconds East 54.28 feet;
 thence North 79 degrees 11 minutes 42 seconds East 83.29 feet;
 thence South 21 degrees 22 minutes 52 seconds East 53.61 feet;
 thence North 85 degrees 15 minutes 38 seconds East 282.85 feet;
 thence South 39 degrees 24 minutes 57 seconds East 113.92 feet;
 thence North 60 degrees 43 minutes 54 seconds East 184.82 feet;
 thence South 10 degrees 43 minutes 26 seconds East 175.44 feet;
 thence South 4 degrees 15 minutes 49 seconds East 227.02 feet;
 thence EAST 152.66 feet;
 thence NORTH 312.70 feet;
 thence EAST 274.16 feet;
 thence NORTH 117.69 feet;
 thence North 55 degrees 02 minutes 32 seconds East 121.20 feet to the westerly right of way of
 Blaine Avenue East;
 thence South 14 degrees 52 minutes 59 seconds East along said westerly right of way a distance of
 384.53 feet;
 thence North 81 degrees 39 minutes 26 seconds West 191.42 feet;
 thence South 26 degrees 52 minutes 27 seconds West 106.51 feet;
 thence SOUTH 469.83 feet;
 thence South 37 degrees 59 minutes 29 seconds West 253.84 feet; 0 de
 thence WEST 148.65 feet;
 thence South 12 degrees 55 minutes 55 seconds West 427.35 feet;
 thence WEST 71.14 feet;
 thence North 38 degrees 11 minutes 37 seconds West 46.04 feet;
 thence South 0 degrees 06 minutes 21 seconds West 57.49 feet;
 thence South 73 degrees 14 minutes 35 seconds East 496.02 feet;
 thence North 47 degrees 29 minutes 13 seconds East 102.33 feet;
 thence North 57 degrees 40 minutes 31 seconds East 117.26 feet;

thence South 89 degrees 37 minutes 18 seconds East 48.10 feet;
thence South 73 degrees 28 minutes 17 seconds East 352.81 feet;
thence South 34 degrees 59 minutes 35 seconds East 76.25 23 feet to the westerly right of way of Blaine Avenue East;
thence southerly along said westerly right of way a distance of 122.96 feet, being a non-tangential curve concave to the west having a radius of 1179.40 feet, a central angle of 5 degrees 58 minutes 25 seconds and the chord of said curve is 122.91 23 feet in length and bears South 2 degrees 22 minutes 12 seconds East;
thence continuing South 0 degrees 37 minutes 00 seconds West along said right of way 419.32 feet;
thence South 0 degrees 16 minutes 52 seconds West 1635.45 feet;
thence WEST 55.73 feet;
thence SOUTH 55.71 feet;
thence WEST 60.42 feet;
thence South 0 degrees 00 minutes 36 seconds East 182.33 feet to the point of beginning.
EASEMENT AREA SE-2: 2,715,864 square feet = 62.348 acres.



HARRY S. JOHNSON
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9063 Lyndale Ave. So. Bloomington, MN. 55420
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SE-2

STORMWATER MANAGEMENT EASEMENT SE-2

Exhibit SE-2

for

Flint Hills Resources

EASTERLY AND SOUTHEASTERLY
RIGHT OF WAY LINE OF
CHICAGO, ROCK ISLAND
AND PACIFIC RAILROAD

CHICAGO, ROCK ISLAND
AND PACIFIC RAILROAD

TRACT II (TRACT A)

SOUTH LINE OF NORTH
55 RODS OF SE 1/4 OF
SEC. 14, T. 115N., R. 19

BLAINE AVENUE EAST
SEC. 14, T. 115N., R. 19 W.

W'LY RIGHT OF WAY LINE
OF BLAINE AVENUE EAST

SOUTH LINE OF
SE/4 OF SEC. 14
NORTH LINE OF
NE/4 OF SEC. 23

SE-2

TRACT II (TRACT B)

SE-2

SE-2

SE-2

BLAINE AVENUE EAST

NE 1/4 OF
SEC. 23, T. 115N., R. 19 W.

N'LY RIGHT OF WAY
OF BONAIRE PATH EAST

BONAIRE PATH EAST

General Notes:

1. For full easement descriptions, bearings and distances, refer to
"Overall Easement Exhibit" drawings for Flint Hills Resources

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

Date: May 31, 2023

Thomas E. Hodorff
Thomas E. Hodorff, L.S. MN Reg. No. 23677

POC SE-2
SE CORNER OF
NE 1/4 OF
SEC. 23, T. 115, R. 19



SCALE: 1" = 500'

HSJ WO: 202310007.DWG

EXHIBIT SE-3 – Easement Description

A Stormwater Management Easement SE-3 over, under and across:

That part of Section 24

AND

Southeast Quarter of Section 14

AND

Southwest Quarter of Section 13.

All in Township 115 North, Range 19 West, Dakota County, Minnesota, lying westerly and southwesterly of the Chicago Northwestern Railroad and Union Pacific Railroad right of way, lying easterly of Blaine Avenue East right of way and lying northerly of 140th Street East right of way, being described as follows:

Commencing at the Southwest corner of Section 24, Township 115 North, Range 19 West;

thence North 89 degrees 43 minutes 45 seconds East an assumed bearing along the south line of said Section 24 a distance of 2671.54 feet to the intersection of south line of said Section 24 and the southeasterly extension of southwesterly right of way of the Chicago Northwestern Railroad and Union Pacific Railroad;

thence North 34 degrees 07 minutes 15 seconds West along said southeasterly extension a distance of 42.15 feet to the northerly right of way of 140th Street East and the point of beginning of the property to be described;

thence South 89 degrees 41 minutes 09 seconds West along said northerly right of way a distance of 2458.30 feet;

thence northwesterly a distance of 244.82 feet, along a tangential curve concave to the northeast having a radius of 154.84 feet, a central angle of 90 degrees 35 minutes 29 seconds to the easterly right of way of Blaine Avenue East;

thence North 0 degrees 16 minutes 38 seconds East along said easterly right of way a distance of 2458.01 feet;

thence North 0 degrees 16 minutes 52 seconds East 1906.91 feet;

thence North 0 degrees 37 minutes 01 seconds East 419.22 feet;

thence northwesterly a distance of 336.91 feet, along a tangential curve concave to the west having a radius of 1245.40 feet, a central angle of 15 degrees 30 minutes 00 seconds; thence North 14 degrees 52 minutes 59 seconds West, tangent to said curve, a distance of 1776.88 feet to the intersection of said easterly right of way and the south line of the north 55 rods of the Southwest Quarter of Section 13;

thence North 89 degrees 54 minutes 47 seconds East along said south line a distance of 1616.05 feet to the westerly right of way of Chicago Northwestern Railroad and Union Pacific Railroad;

thence South 1 degrees 05 minutes 01 seconds West along said westerly right of way a distance of 1646.55 feet;

thence South 88 degrees 55 minutes 25 seconds East 20.00 feet;

thence South 1 degrees 05 minutes 01 seconds West 538.42 feet;

thence North 88 degrees 54 minutes 59 seconds West 20.00 feet;

thence South 1 degrees 05 minutes 01 seconds West 1381.84 feet;

thence North 88 degrees 54 minutes 59 seconds West 10.00 feet;

thence South 1 degrees 05 minutes 01 seconds West 348.99 feet;

thence southerly a distance of 151.06 feet, along a tangential curve concave to the east having a radius of 1989.86 feet, a central angle of 4 degrees 20 minutes 58 seconds;

thence North 86 degrees 37 minutes 34 seconds East, along a line not tangent to said curve, a distance of 10.00 feet;

thence southeasterly a distance of 1067.79 feet, along a non-tangential curve concave to the east having a radius of 1979.86 feet, a central angle of 30 degrees 54 minutes 04 seconds and the chord of said curve 1054.89 feet in length and bears South 18 degrees 42 minutes 57 seconds East;

thence South 34 degrees 09 minutes 59 seconds East, tangent to said curve, a distance of 362.87 feet;

thence North 56 degrees 00 minutes 46 seconds East 20.00 feet;

thence South 34 degrees 09 minutes 59 seconds East 414.46 feet;

thence North 89 degrees 53 minutes 53 seconds West 119.38 feet;

thence South 34 degrees 07 minutes 15 seconds East 1549.53 feet to the point of beginning.

Said Stormwater Management Easement SE-3 is described as follows:

Commencing at the southwest corner of Section 24, Township 115 North, Range 19 West;
thence North 0 degrees 16 minutes 38 seconds East an assumed bearing along the west line of said Section 24 a distance of 2280.54 feet;

thence EAST 33.00 feet to easterly right of way of Blaine Avenue East and the point of beginning of the Stormwater Management Easement SE-3 to be described;

thence EAST 56.79 feet;

thence North 4 degrees 33 minutes 11 seconds West 43.49 feet;

thence North 66 degrees 09 minutes 08 seconds East 116.47 feet;

thence North 89 degrees 38 minutes 46 seconds East 462.36 feet;

thence North 0 degrees 04 minutes 32 seconds East 193.18 feet;

thence North 88 degrees 57 minutes 32 seconds West 97.33 feet;

thence North 1 degrees 03 minutes 12 seconds West 58.03 feet;

thence North 89 degrees 42 minutes 46 seconds West 248.76 feet;

thence North 5 degrees 18 minutes 30 seconds East 227.01 feet;

thence North 50 degrees 16 minutes 40 seconds West 198.17 feet;

thence North 2 degrees 34 minutes 02 seconds East 298.26 feet;

thence North 60 degrees 01 minutes 47 seconds East 127.28 feet;

thence North 4 degrees 01 minutes 57 seconds East 169.74 feet;

thence North 84 degrees 02 minutes 28 seconds East 224.66 feet;

thence North 7 degrees 33 minutes 23 seconds East 635.03 feet;

thence South 87 degrees 31 minutes 35 seconds East 174.75 feet;

thence North 1 degrees 06 minutes 49 seconds East 169.57 feet;

thence North 49 degrees 13 minutes 05 seconds West 80.23 feet;

thence North 85 degrees 10 minutes 15 seconds East 347.03 feet;

thence South 32 degrees 20 minutes 18 seconds East 63.01 feet to the westerly and southwesterly right of way of the Chicago Northwestern Railroad and Union Pacific Railroad;

thence South 1 degrees 05 minutes 01 seconds West along said westerly and southwesterly right of way a distance of 894.61 feet;

thence North 88 degrees 54 minutes 59 seconds West 10.00 feet;

thence South 1 degrees 05 minutes 01 seconds West 348.99 feet;

thence southerly a distance of 151.06 feet, along a tangential curve concave to the east having a radius of 1989.86 feet, a central angle of 4 degrees 20 minutes 58 seconds;

thence North 86 degrees 37 minutes 34 seconds East not tangent to said curve a distance of 10.00 feet;

thence southeasterly a distance of 1067.79 feet, along a non-tangential curve concave to the east having a radius of 1979.86 feet, a central angle of 30 degrees 54 minutes 04 seconds and the chord of said curve 1054.89 feet in length and bears South 18 degrees 42 minutes 57 seconds East;

thence South 34 degrees 09 minutes 59 seconds East tangent to said curve a distance of 362.87 feet;

thence North 56 degrees 00 minutes 46 seconds East 20.00 feet;

thence South 34 degrees 09 minutes 59 seconds East 62.05 feet;

thence South 22 degrees 59 minutes 49 seconds West 43.98 feet;

thence North 48 degrees 39 minutes 47 seconds West 218.78 feet;

thence North 79 degrees 48 minutes 20 seconds West 126.94 feet;

thence South 46 degrees 15 minutes 52 seconds West 20.89 feet;

thence South 42 degrees 07 minutes 10 seconds East 174.96 feet;

thence South 35 degrees 22 minutes 16 seconds East 102.64 feet;

thence South 31 degrees 26 minutes 10 seconds East 254.98 feet;

thence South 34 degrees 26 minutes 16 seconds East 804.29 feet;

thence South 33 degrees 30 minutes 28 seconds East 558.56 feet;

thence South 53 degrees 28 minutes 15 seconds West 19.09 feet;

thence North 33 degrees 06 minutes 04 seconds West 548.21 feet;

thence North 34 degrees 54 minutes 30 seconds West 1165.18 feet;

thence North 43 degrees 22 minutes 22 seconds West 198.54 feet;

thence North 77 degrees 08 minutes 56 seconds West 46.82 feet;

thence North 87 degrees 55 minutes 32 seconds West 209.56 feet;

thence North 1 degrees 20 minutes 20 seconds West 180.53 feet;

thence North 68 degrees 57 minutes 32 seconds West 581.64 feet;

thence North 14 degrees 03 minutes 38 seconds West 89.35 feet;

thence North 89 degrees 03 minutes 22 seconds West 140.93 feet;

thence South 49 degrees 40 minutes 06 seconds West 238.76 feet;

thence South 6 degrees 31 minutes 34 seconds East 161.37 feet;

thence South 23 degrees 12 minutes 30 seconds West 93.63 feet;

thence South 68 degrees 54 minutes 24 seconds West 59.42 feet;

thence North 57 degrees 30 minutes 33 seconds West 84.23 feet to the easterly right of way of Blaine Avenue East;

thence North 0 degrees 16 minutes 38 seconds East along said easterly right of way a distance of 439.91 feet to the point of beginning.

EASEMENT AREA SE-3: 1,896,137 square feet = 43.529 acres.



HARRY S. JOHNSON
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Exhibit SE-3

for

Flint Hills Resources

SE-3

STORMWATER MANAGEMENT EASEMENT SE-3

W'LY LINE OF
CHICAGO NORTHWESTERN RAILROAD
&
UNION PACIFIC RAILROAD

E'LY RIGHT OF WAY LINE
OF BLAINE AVENUE EAST

POB SE-3

BLAINE AVENUE EAST

SE-3

SE-3

TRACT III (TRACT C)

SE-3

aka CHICAGO NORTHWESTERN RAILROAD
UNION PACIFIC RAILROAD

SW 1/4 OF
SEC. 24, T. 115N., R. 19 W.

POC SE-3
SW CORNER OF
SEC. 24, T. 115, R. 19

140TH STREET EAST



SCALE: 1" = 500'

General Notes:

1. For full easement descriptions, bearings and distances, refer to
"Overall Easement Exhibit" drawings for Flint Hills Resources

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

Date: May 31, 2023

Thomas E. Hodorff
Thomas E. Hodorff, L.S. MN Reg. No. 23677

HSJ WO: 202310007.DWG

EXHIBIT AE-1 – Easement Description

A 20.00 foot Access Easement AE-1 over, under and across:

That part of the Southeast Quarter of Section 23, Township 115 North, Range 19 West, Dakota County, Minnesota, lying westerly of Blaine Avenue East right of way and lying southerly of Bonaire Path East right of way, being described as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 23, Township 115 North, Range 19 West;

thence North 89 degrees 27 minutes 28 seconds West an assumed bearing along the south line of said Southeast Quarter a distance of 33.00 feet to the intersection with the westerly right of way of Blaine Avenue East and the point of beginning of the property to be described;

thence continuing North 89 degrees 27 minutes 28 seconds West along said south line a distance of 2615.67 feet to the west line of said Southeast Quarter;

thence North 0 degrees 12 minutes 54 seconds East along said west line a distance of 2601.91 feet to the southerly right of way of Bonaire Path East;

thence South 89 degrees 44 minutes 11 seconds East along said southerly right of way a distance of 2618.48 feet to the intersection with said westerly right of way of Blaine Avenue East;

thence South 0 degrees 16 minutes 38 seconds West along said westerly right of way a distance of 2614.64 feet to the point of beginning.

The center line of said 20.00 foot Access Easement AE-1 is described as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 23, Township 115 North, Range 19 West; thence North 89 degrees 27 minutes 28 seconds West an assumed bearing along the south line of said Southeast Quarter a distance of 33.00 feet to the intersection with the westerly right of way of Blaine Avenue East;

thence North 0 degrees 16 minutes 38 seconds East along said westerly right of way a distance of 1315.48 feet to the point of beginning of the center line to be described;

thence WEST 450.72 feet;

thence NORTH 138.68 feet;

thence EAST 226.30 feet;

thence NORTH 24.70 feet;

thence North 18 degrees 26 minutes 07 seconds East 73.76 feet and there terminating.

The side lines of said Access Easement AE-1 are to be prolonged or shortened to terminate at the westerly right of way of Blaine Avenue East.

EASEMENT AREA AE-1: 18,283 square feet = 0.420 acres.



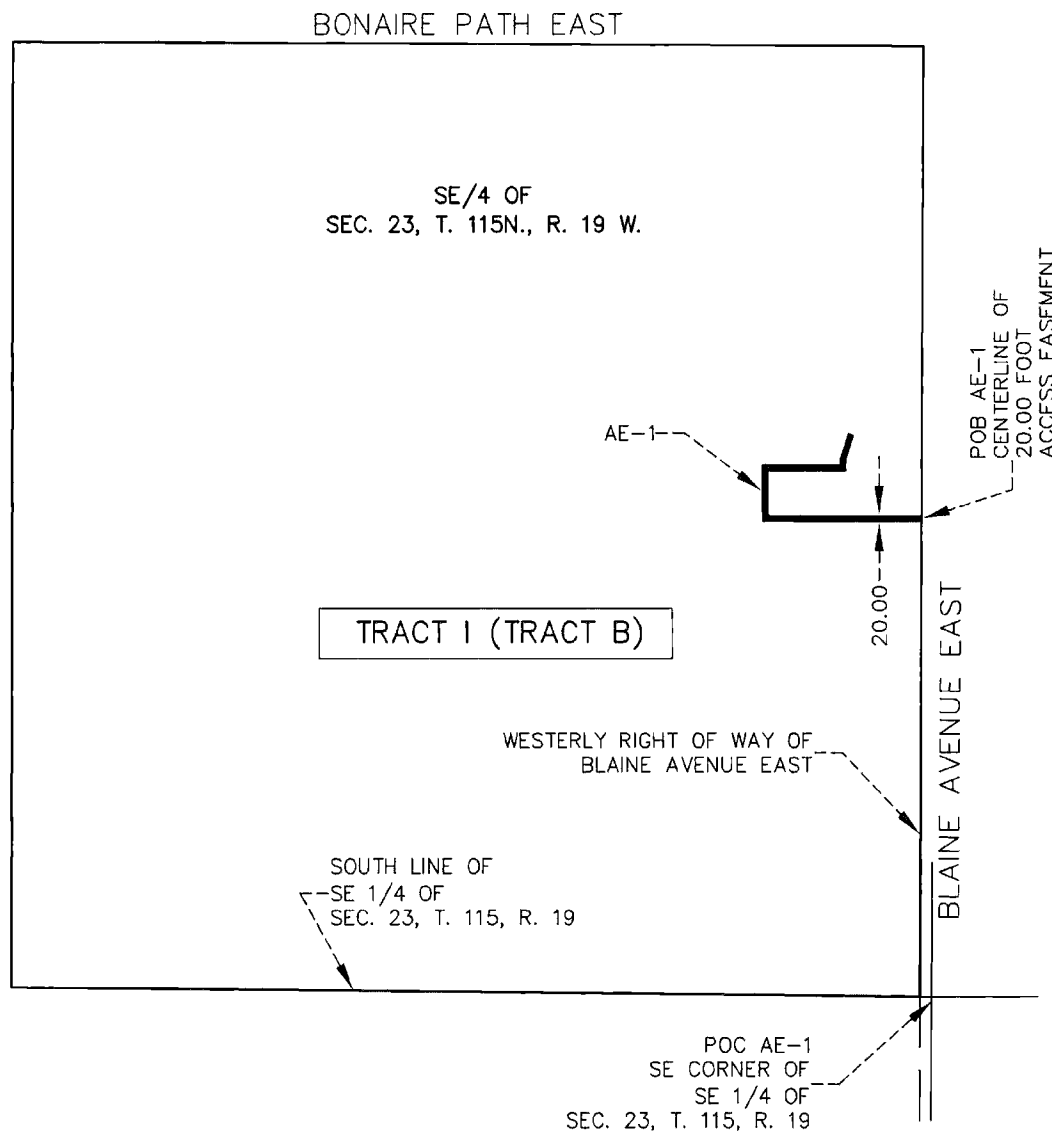
HARRY S. JOHNSON
LAND SURVEYORS

9063 Lyndale Ave. So. Bloomington, MN. 55420
phone: 952-884-5341 fax: 952-884-5344

Exhibit AE-1

for

Flint Hills Resources



20.00 FOOT ACCESS EASEMENT AE-1

General Notes:

1. For full easement descriptions, bearings and distances, refer to "Overall Easement Exhibit" drawings for Flint Hills Resources

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

Date: May 31, 2023

Thomas E. Hodorff, L.S. MN Reg. No. 23677



SCALE: 1" = 500'

HSJ WO: 202310007.DWG

EXHIBIT AE-2 & AE-3 – Easement Description

20.00 foot Access Easements AE-2 and AE-3 over, under and across:

That part of the Northeast Quarter of Section 23

AND

Southeast Quarter of Section 14.

All in Township 115 North, Range 19 West, Dakota County, Minnesota, lying easterly and southeasterly of the Chicago, Rock Island and Pacific Railroad right of way, and lying westerly of Blaine Avenue East right of way and lying northerly of Bonaire Path East right of way, being described as follows:

Commencing at the Southeast corner of the Northeast Quarter of Section 23, Township 115 North, Range 19 West;

thence North 0 degrees 16 minutes 52 seconds East an assumed bearing along the east line of said Northeast Quarter a distance of 33.00 feet;

thence North 89 degrees 44 minutes 11 seconds West to the intersection of Blaine Avenue East right of way and Bonaire Path East right of way a distance of 33.00 feet and the point of beginning of the property to be described;

thence continuing North 89 degrees 44 minutes 11 seconds West along the northerly right of way of said Bonaire Path East a distance of 2618.55 feet to the west line of said Northeast Quarter;

thence North 0 degrees 12 minutes 54 seconds East along said west line a distance of 1497.24 feet to the easterly and southeasterly right of way of the Chicago, Rock Island and Pacific Railroad;

thence northeasterly along said easterly and southeasterly right of way, a distance of 1274.50 feet, being a non-tangential curve concave to the northwest having a radius of 2914.76 feet, a central angle of 25 degrees 03 minutes 11 seconds and the chord of said curve is 1264.38 feet in length and bears North 30 degrees 51 minutes 48 seconds East;

thence North 89 degrees 25 minutes 24 seconds East, along a line not tangent to said curve, a distance of 10.57 feet;

thence northeasterly a distance of 496.14 feet, along a non-tangential curve concave to the northwest having a radius of 2924.76 feet, a central angle of 9 degrees 43 minutes 10 seconds and the chord of said curve 495.55 feet in length and bears North 13 degrees 24 minutes 36 seconds East;

thence North 8 degrees 33 minutes 01 seconds East, tangent to said curve, a distance of 1281.11 feet to the intersection with said easterly and southeasterly right of way and the south line of the north 55 rods of the Southeast Quarter of Section 14;

thence South 89 degrees 58 minutes 39 seconds East along said south line a distance of 1161.63 feet to the westerly right of way of Blaine Avenue East;

thence South 14 degrees 52 minutes 59 seconds East along said westerly right of way a distance of 1794.45 feet;

thence southerly a distance of 319.06 feet, along a tangential curve concave to the west having a radius of 1179.40 feet, a central angle of 15 degrees 30 minutes 00 seconds;

thence South 0 degrees 37 minutes 01 seconds West, tangent to said curve, a distance of 419.32 feet;

thence South 0 degrees 16 minutes 52 seconds West 1874.02 feet to the point of beginning.

The center line of said 20.00 foot Access Easement AE-2 is described as follows:

Commencing at the Southeast corner of the Northeast Quarter of Section 23, Township 115 North, Range 19 West;

thence North 0 degrees 16 minutes 52 seconds East an assumed bearing along the east line of said Northeast Quarter a distance of 33.00 feet;

thence North 89 degrees 44 minutes 11 seconds West 33.00 feet to the westerly right of way of Blaine Avenue East;

thence North 0 degrees 16 minutes 52 seconds East along said westerly right of way a distance of 1682.37 feet to a point hereinafter referred to as Point "A" and the point of beginning of the 20.00 foot Access Easement AE-2 to be described;

thence South 89 degrees 34 minutes 14 seconds West 18.55 feet;

thence southwesterly a distance of 77.96 feet, along a tangential curve concave to the southeast having a radius of 50.00 feet, a central angle of 89 degrees 20 minutes 04 seconds;

thence South 0 degrees 14 minutes 10 seconds West tangent to said curve a distance of 246.04 feet;

thence southwesterly a distance of 78.33 feet, along a tangential curve concave to the northwest having a radius of 50.00 feet, a central angle of 89 degrees 45 minutes 50 seconds;

thence WEST tangent to said curve a distance of 464.60 feet to a point hereinafter referred to as Point "B";

thence southwesterly a distance of 78.54 feet, along a tangential curve concave to the southeast having a radius of 50.00 feet, a central angle of 90 degrees 00 minutes 00 seconds;

thence SOUTH tangent to said curve a distance of 15.96 feet;

thence southwesterly a distance of 78.54 feet, along a tangential curve concave to the northwest having a radius of 50.00 feet, a central angle of 90 degrees 00 minutes 00 seconds;

thence WEST tangent to said curve a distance of 945.72 feet;

thence NORTH 189.05 feet;

thence North 31 degrees 59 minutes 29 seconds East 72.27 feet;

thence NORTH 106.42 feet;

thence North 46 degrees 16 minutes 19 seconds West 75.80 feet and there terminating.

Also, a 20.00 foot Access Easement AE-2 over, under and across that part of the above described property;

the center line of said 20.00 foot Access Easement AE-2 is described as follows:

Beginning at the aforesaid Point "B";

thence SOUTH 607.11 feet;

thence EAST 318.46 feet;

thence South 16 degrees 07 minutes 42 seconds East 77.06 feet and there terminating.

And also, a 20.00 foot Access Easement AE-3 over, under and across that part of the above described property;

the center line of said 20.00 foot Access Easement AE-3 is described as follows:

Commencing at the aforesaid Point "A";

thence North 0 degrees 16 minutes 52 seconds East along the westerly right of way of Blaine Avenue East a distance of 191.65 feet;

thence North 0 degrees 37 minutes 00 seconds East 419.32 feet;

thence northwesterly a distance of 319.06 feet, along a tangential curve concave to the west having a radius of 1179.40 feet, a central angle of 15 degrees 30 minutes 00 seconds

thence North 14 degrees 52 minutes 59 seconds West tangent said curve a distance of 818.82 feet to the point of beginning of the 20.00 foot Access Easement to be described;

thence South 65 degrees 26 minutes 15 seconds West 61.88 feet to a point hereinafter referred to as Point "C";

thence continuing South 65 degrees 26 minutes 15 seconds West 73.15 feet;

thence WEST 703.45 feet;

thence NORTH 98.95 feet;

thence North 53 degrees 34 minutes 41 seconds West 95.56 feet and there terminating.

Also, a 20.00 foot Access Easement over, under and across that part of the above described property the center line of said 20.00 foot Access Easement AE-3 is described as follows:

Beginning at the aforesaid Point "C";

thence South 14 degrees 52 minutes 59 seconds East 81.88 feet;

thence SOUTH 277.17 feet;

thence WEST 539.12 feet;

thence SOUTH 456.57 feet;

thence EAST 422.74 feet;

thence South 47 degrees 32 minutes 34 seconds East 155.23 feet and there terminating.

The side lines of said Access Easements AE-2 and AE-3 are to be prolonged or shortened to terminate at the westerly right of way of Blaine Avenue East.

EASEMENT AREA AE-2: 68,804 square feet = 1.580 acres.

EASEMENT AREA AE-3: 59,111 square feet = 1.357 acres.

HARRY S. JOHNSON
LAND SURVEYORS

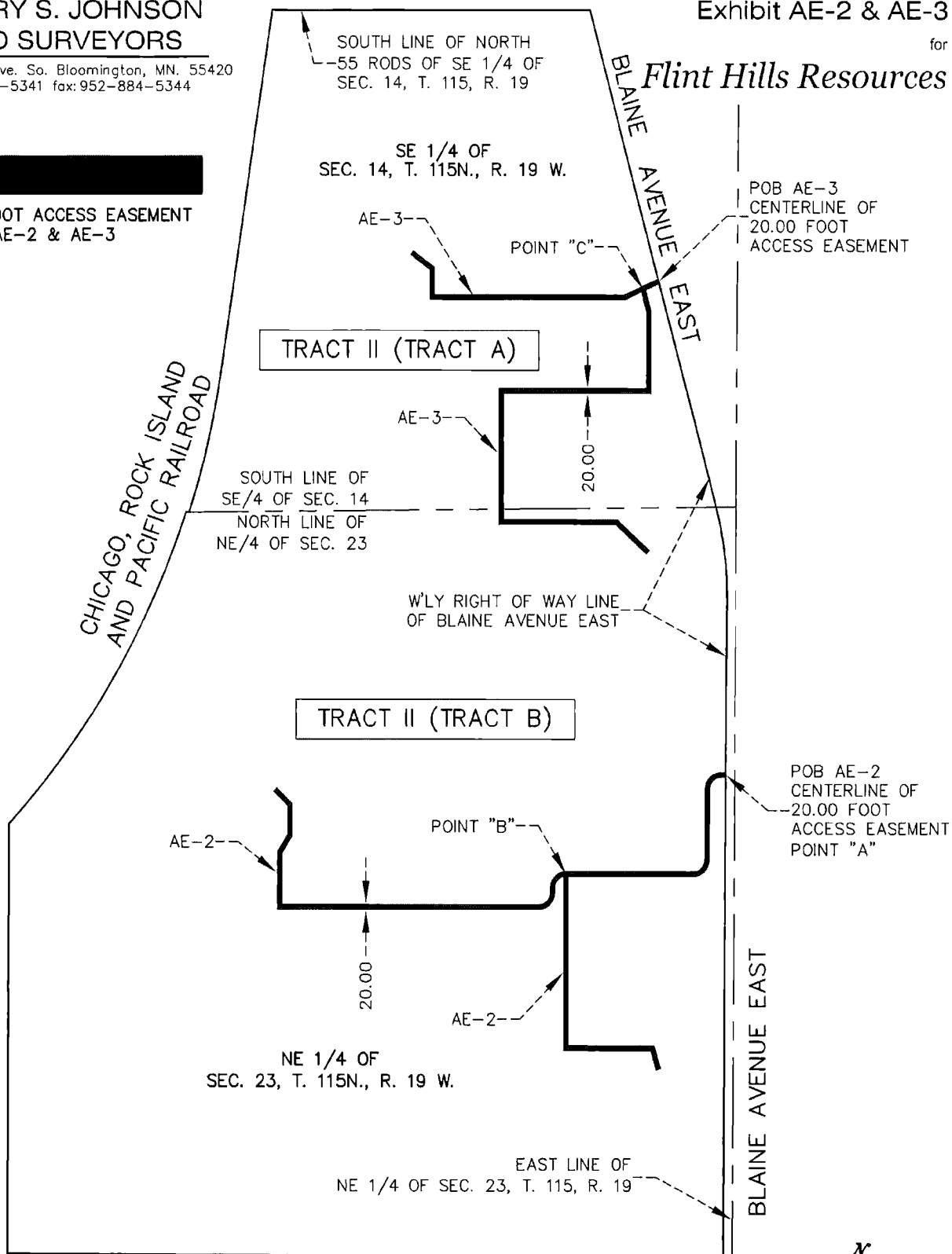
9063 Lyndale Ave. So. Bloomington, MN. 55420
 phone: 952-884-5341 fax: 952-884-5344

Exhibit AE-2 & AE-3

for

Flint Hills Resources

20.00 FOOT ACCESS EASEMENT
 AE-2 & AE-3



General Notes:

1. For full easement descriptions, bearings and distances, refer to "Overall Easement Exhibit" drawings for Flint Hills Resources

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

POC AE-2
 SE CORNER OF
 NE 1/4 OF
 SEC. 23, T. 115, R. 19



Date: May 31, 2023

Thomas E. Hadorff, L.S. MN Reg. No. 23677

SCALE: 1" = 500'
 HSJ WO: 202310007.DWG

EXHIBIT AE-4 and AE-5 – Easement Description

A 20.00 foot Access Easement over, under and across:
That part of Section 24

AND

Southeast Quarter of Section 14

AND

Southwest Quarter of Section 13.

All in Township 115 North, Range 19 West, Dakota County, Minnesota, lying westerly and southwesterly of the Chicago Northwestern Railroad and Union Pacific Railroad right of way, lying easterly of Blaine Avenue East right of way and lying northerly of 140th Street East right of way, being described as follows:

Commencing at the Southwest corner of Section 24, Township 115 North, Range 19 West;
thence North 89 degrees 43 minutes 45 seconds East an assumed bearing along the south line of said Section 24 a distance of 2671.54 feet to the intersection of south line of said Section 24 and the southeasterly extension of southwesterly right of way of the Chicago Northwestern Railroad and Union Pacific Railroad;
thence North 34 degrees 07 minutes 15 seconds West along said southeasterly extension a distance of 42.15 feet to the northerly right of way of 140th Street East and the point of beginning of the property to be described;
thence South 89 degrees 41 minutes 09 seconds West along said northerly right of way a distance of 2458.30 feet;
thence northwesterly a distance of 244.82 feet, along a tangential curve concave to the northeast having a radius of 154.84 feet, a central angle of 90 degrees 35 minutes 29 seconds to the easterly right of way of Blaine Avenue East;
thence North 0 degrees 16 minutes 38 seconds East along said easterly right of way a distance of 2458.01 feet;
thence North 0 degrees 16 minutes 52 seconds East 1906.91 feet;
thence North 0 degrees 37 minutes 01 seconds East 419.22 feet;
thence northwesterly a distance of 336.91 feet, along a tangential curve concave to the west having a radius of 1245.40 feet, a central angle of 15 degrees 30 minutes 00 seconds; thence North 14 degrees 52 minutes 59 seconds West, tangent to said curve, a distance of 1776.88 feet to the intersection of said easterly right of way and the south line of the north 55 rods of the Southwest Quarter of Section 13;
thence North 89 degrees 54 minutes 47 seconds East along said south line a distance of 1616.05 feet to the westerly right of way of Chicago Northwestern Railroad and Union Pacific Railroad;
thence South 1 degrees 05 minutes 01 seconds West along said westerly right of way a distance of 1646.55 feet;
thence South 88 degrees 55 minutes 25 seconds East 20.00 feet;
thence South 1 degrees 05 minutes 01 seconds West 538.42 feet;
thence North 88 degrees 54 minutes 59 seconds West 20.00 feet;
thence South 1 degrees 05 minutes 01 seconds West 1381.84 feet;
thence North 88 degrees 54 minutes 59 seconds West 10.00 feet;
thence South 1 degrees 05 minutes 01 seconds West 348.99 feet;
thence southerly a distance of 151.06 feet, along a tangential curve concave to the east having a radius of 1989.86 feet, a central angle of 4 degrees 20 minutes 58 seconds;
thence North 86 degrees 37 minutes 34 seconds East, along a line not tangent to said curve, a distance of 10.00 feet;

thence southeasterly a distance of 1067.79 feet, along a non-tangential curve concave to the east having a radius of 1979.86 feet, a central angle of 30 degrees 54 minutes 04 seconds and the chord of said curve 1054.89 feet in length and bears South 18 degrees 42 minutes 57 seconds East;
thence South 34 degrees 09 minutes 59 seconds East, tangent to said curve, a distance of 362.87 feet;
thence North 56 degrees 00 minutes 46 seconds East 20.00 feet;
thence South 34 degrees 09 minutes 59 seconds East 414.46 feet;
thence North 89 degrees 53 minutes 53 seconds West 119.38 feet;
thence South 34 degrees 07 minutes 15 seconds East 1549.53 feet to the point of beginning.

The center line of said 20.00 foot Access Easement AE-4 is described as follows:

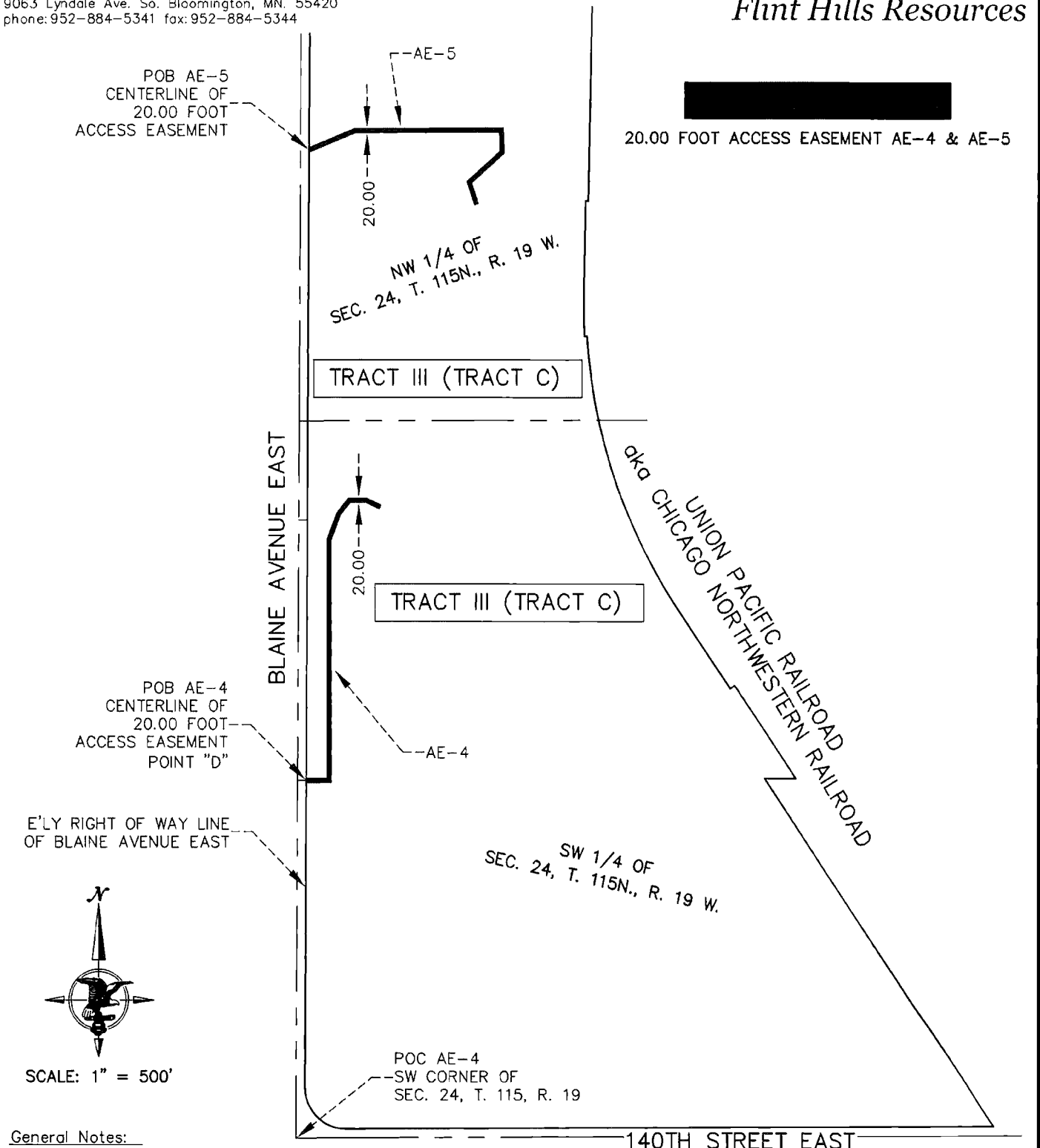
Commencing at the Southwest corner of Section 24, Township 115 North, Range 19 West;
thence North 0 degrees 16 minutes 38 seconds East an assumed bearing along the east line of said Northeast Quarter a distance of 1319.84 feet;
thence North 89 degrees 29 minutes 10 seconds East 33.00 feet to the easterly right of way of Blaine Avenue East and a point hereinafter referred to as Point "D" and the point of beginning of the 20.00 foot Access Easement AE-4 to be described;
thence continuing North 89 degrees 29 minutes 10 seconds East 86.63 feet;
thence NORTH 889.33 feet;
thence North 21 degrees 18 minutes 21 seconds East 100.56 feet;
thence North 38 degrees 45 minutes 15 seconds East 65.06 feet;
thence EAST 63.98 feet;
thence South 66 degrees 21 minutes 07 seconds East 61.15 feet and there terminating

Also, a 20.00 foot Access Easement AE-5 over, under and across that part of the above described property the center line of said 20.00 foot Access Easement AE-5 is described as follows:

Commencing at the aforesaid Point "D";
thence North 0 degrees 16 minutes 38 seconds East along the easterly right of way of Blaine Avenue East 1327.50 feet;
thence North 0 degrees 16 minutes 52 seconds East 1000.16 feet the point of beginning of the 20.00 foot Access Easement AE-5 to be described;
thence North 67 degrees 44 minutes 47 seconds East 189.37 feet;
thence North 89 degrees 47 minutes 45 seconds East 553.67 feet;
thence South 2 degrees 16 minutes 25 seconds East 81.65 feet;
thence South 48 degrees 35 minutes 45 seconds West 167.11 feet;
thence South 18 degrees 26 minutes 11 seconds East 88.10 feet and there terminating.

The side lines of said Access Easements AE-4 and AE-5 are to be prolonged or shortened to terminate at the easterly right of way of Blaine Avenue East.

EASEMENT AREA AE-4: 25,340 square feet = 0.582 acres.
EASEMENT AREA AE-5: 21,597 square feet = 0.496 acres.



General Notes:

1. For full easement descriptions, bearings and distances, refer to "Overall Easement Exhibit" drawings for Flint Hills Resources

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

Date: May 31, 2023

Thomas E. Hodorff
Thomas E. Hodorff, L.S. MN Reg. No. 23677

HSJ WO: 202310007.DWG

EXHIBIT PE-1 – Legal Description

A 10.00 foot Perimeter Access Easement PE-1 over, under and across the 10.00 feet adjoining the westerly right of way of Blaine Avenue East

and

the 10.00 feet adjoining the southerly right of way southerly of Bonaire Path East,

being a part of the following described property:

That part of the Southeast Quarter of Section 23, Township 115 North, Range 19 West, Dakota County, Minnesota, lying westerly of Blaine Avenue East right of way and lying southerly of Bonaire Path East right of way, being described as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 23, Township 115 North, Range 19 West;

thence North 89 degrees 27 minutes 28 seconds West an assumed bearing along the south line of said Southeast Quarter a distance of 33.00 feet to the intersection with the westerly right of way of Blaine Avenue East and the point of beginning of the property to be described;

thence continuing North 89 degrees 27 minutes 28 seconds West along said south line a distance of 2615.67 feet to the west line of said Southeast Quarter;

thence North 0 degrees 12 minutes 54 seconds East along said west line a distance of 2601.91 feet to the southerly right of way of Bonaire Path East;

thence South 89 degrees 44 minutes 11 seconds East along said southerly right of way a distance of 2618.48 feet to the intersection with said westerly right of way of Blaine Avenue East;

thence South 0 degrees 16 minutes 38 seconds West along said westerly right of way a distance of 2614.64 feet to the point of beginning.

Said 10.00 foot Perimeter Access Easement PE-1 is further described as 10.00 feet, westerly, southerly, adjoining and parallel to the following described lines:

Commencing at the Southeast corner of the Southeast Quarter of Section 23, Township 115 North, Range 19 West;

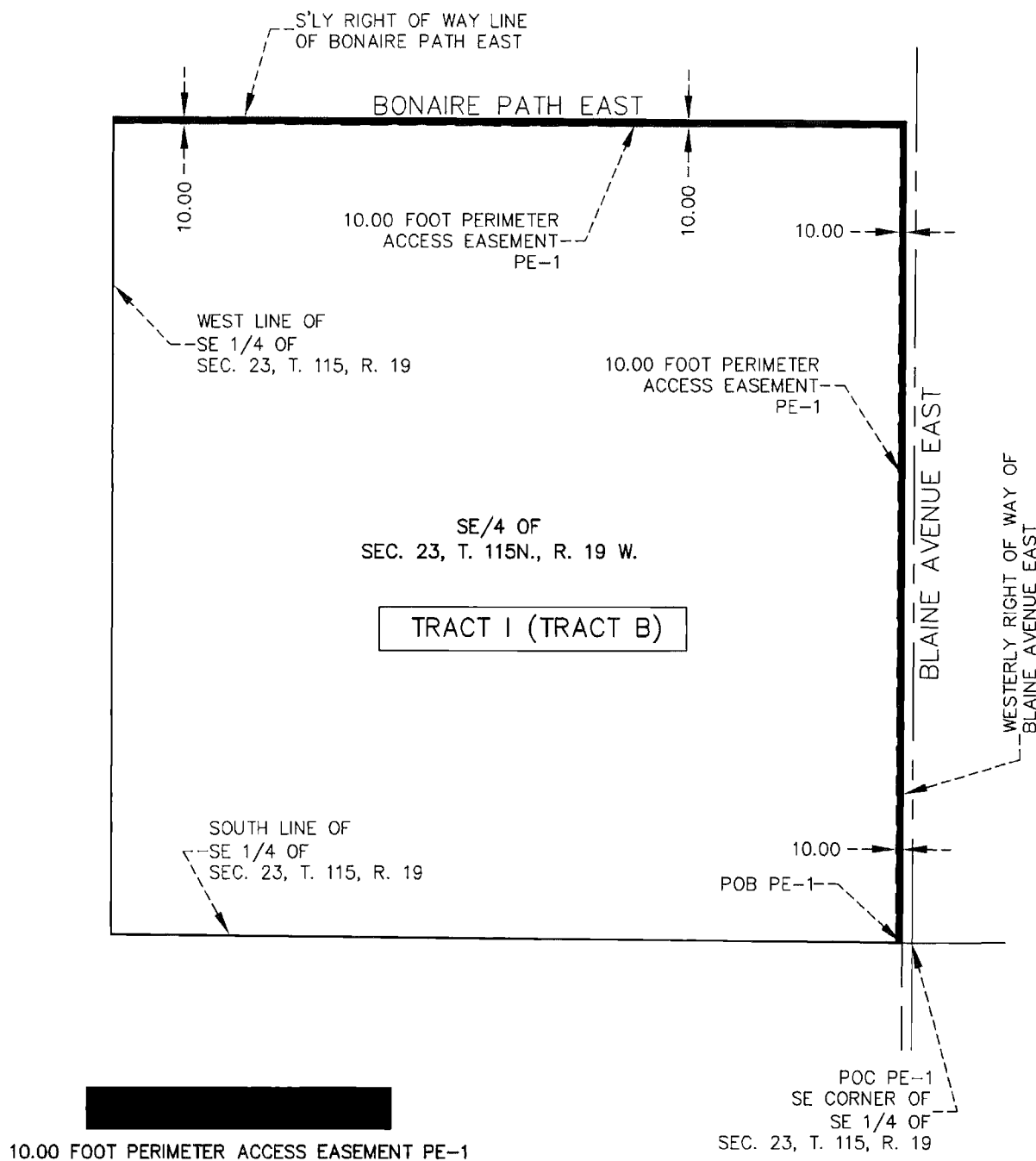
thence North 89 degrees 27 minutes 28 seconds West an assumed bearing along the south line of said Southeast Quarter a distance of 33.00 feet to the intersection with the westerly right of way of Blaine Avenue East and the point of beginning of the 10.00 foot Perimeter Access Easement PE-1 to be described;

thence North 0 degrees 16 minutes 38 seconds East along said westerly right of way a distance of 2614.64 feet to its intersection with the southerly right of way of Bonaire Path East;

thence North 89 degrees 44 minutes 11 seconds West along said southerly right of way a distance of 2618.48 feet to the west line of said Southeast Quarter and there terminating.

The sidelines of said 10.00 foot Perimeter Access Easement PE-1 are to be prolonged or shortened to terminate at the southerly and westerly lines of the Southeast Quarter of Section 23, Township 115 North, Range 19 West, Dakota County, Minnesota.

EASEMENT AREA PE-1: 52,230 square feet = 1.199 acres.



General Notes:

1. For full easement descriptions, bearings and distances, refer to "Overall Easement Exhibit" drawings for Flint Hills Resources

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

Date: June 19, 2023

Thomas E. Hodorff
 Thomas E. Hodorff, L.S. MN Reg. No. 23677



SCALE: 1" = 500'

HSJ WO: 202310007.DWG

EXHIBIT PE-2 – Legal Description

A 10.00 foot Perimeter Access Easement PE-2 over, under and across the 10.00 feet adjoining the northerly right of way of Bonaire Path East

and

the 10.00 feet adjoining the westerly right of way of Blaine Avenue East,

being a part of the following described property:

TRACT II

That part of the Northeast Quarter of Section 23

AND

Southeast Quarter of Section 14.

All in Township 115 North, Range 19 West, Dakota County, Minnesota, lying easterly and southeasterly of the Chicago, Rock Island and Pacific Railroad right of way, and lying westerly of Blaine Avenue East right of way and lying northerly of Bonaire Path East right of way, being described as follows:

Commencing at the Southeast corner of the Northeast Quarter of Section 23, Township 115 North, Range 19 West;

thence North 0 degrees 16 minutes 52 seconds East an assumed bearing along the east line of said Northeast Quarter a distance of 33.00 feet;

thence North 89 degrees 44 minutes 11 seconds West to the intersection of Blaine Avenue East and Bonaire Path East a distance of 33.00 feet and the point of beginning of the property to be described;

thence continuing North 89 degrees 44 minutes 11 seconds West along the northerly right of way of said Bonaire Path East a distance of 2618.55 feet to the west line of said Northeast Quarter;

thence North 0 degrees 12 minutes 54 seconds East along said west line a distance of 1497.24 feet to the easterly and southeasterly right of way of the Chicago, Rock Island and Pacific Railroad;

thence northeasterly along said easterly and southeasterly right of way, a distance of 1274.50 feet, being a non-tangential curve concave to the northwest having a radius of 2914.76 feet, a central angle of 25 degrees 03 minutes 11 seconds and the chord of said curve is 1264.38 feet in length and bears North 30 degrees 51 minutes 48 seconds East;

thence North 89 degrees 25 minutes 24 seconds East, along a line not tangent to said curve, a distance of 10.57 feet;

thence northeasterly a distance of 496.14 feet, along a non-tangential curve concave to the northwest having a radius of 2924.76 feet, a central angle of 9 degrees 43 minutes 10 seconds and the chord of said curve 495.55 feet in length and bears North 13 degrees 24 minutes 36 seconds East;

thence North 8 degrees 33 minutes 01 seconds East, tangent to said curve, a distance of 1281.11 feet to the intersection with said easterly and southeasterly right of way and the south line of the north 55 rods of the Southeast Quarter of Section 14;

thence South 89 degrees 58 minutes 39 seconds East along said south line a distance of 1161.63 feet to the westerly right of way of Blaine Avenue East;

thence South 14 degrees 52 minutes 59 seconds East along said westerly right of way a distance of 1794.45 feet;

thence southerly a distance of 319.06 feet, along a tangential curve concave to the west having a radius of 1179.40 feet, a central angle of 15 degrees 30 minutes 00 seconds;

thence South 0 degrees 37 minutes 01 seconds West, tangent to said curve, a distance of 419.32 feet;

thence South 0 degrees 16 minutes 52 seconds West 1874.02 feet to the point of beginning.

Said 10.00 foot Perimeter Access Easement PE-2 is further described as 10.00 feet, northerly, easterly, adjoining and parallel to the following described lines:

Commencing at the Southeast corner of the Northeast Quarter of Section 23, Township 115 North, Range 19 West;

thence North 89 degrees 44 minutes 11 seconds West an assumed bearing along the south line of said Northeast Quarter a distance of 2651.51 feet to the west line of said Northeast Quarter;

thence North 0 degrees 12 minutes 54 seconds East along said west line a distance of 33.00 feet to the northerly right of way of Bonaire Path East and the point of beginning of the 10.00 foot Perimeter Access Easement PE-2 to be described;

thence South 89 degrees 44 minutes 11 seconds East along said northerly right of way a distance of 2618.55 feet to the intersection with westerly right of way of Blaine Avenue East;

thence North 0 degrees 16 minutes 52 seconds East along said westerly right of way a distance of 1874.02 feet;

thence North 0 degrees 37 minutes 01 seconds East 419.32 feet;

thence northwesterly a distance of 319.06 feet, along a tangential curve concave to the west having a radius of 1179.40 feet, a central angle of 15 degrees 30 minutes 00 seconds;

thence North 14 degrees 52 minutes 59 seconds West tangent to said curve a distance of 1794.45 feet to the south line of north 55 rods of the Southeast Quarter of Section 14, Township 115 North, Range 19 West and there terminating.

The sidelines of said 10.00 foot Perimeter Access Easement PE-2 are to be prolonged or shortened to terminate at the west line of the Northeast Quarter of Section 23, Township 115 North, Range 19 West, Dakota County, Minnesota and the south line of north 55 rods of the Southeast Quarter of Section 14, Township 115 North, Range 19 West.

EASEMENT AREA PE-2: 70,153 square feet = 1.611 acres.



HARRY S. JOHNSON
LAND SURVEYORS

9063 Lyndale Ave. So. Bloomington, MN. 55420
phone: 952-884-5341 fax: 952-884-5344

Exhibit PE-2

for

Flint Hills Resources

10.00 FOOT PERIMETER
ACCESS EASEMENT PE-2

CHICAGO, ROCK ISLAND
AND PACIFIC RAILROAD

TRACT II (TRACT A)

SOUTH LINE OF NORTH
55 RODS OF SE 1/4 OF
SEC. 14, T. 115, R. 19

SE 1/4 OF
SEC. 14, T. 115N., R. 19 W.

SOUTH LINE OF
SE/4 OF SEC. 14
NORTH LINE OF
NE/4 OF SEC. 23

W'LY RIGHT OF WAY LINE
OF BLAINE AVENUE EAST

TRACT II (TRACT B)

WEST LINE OF
NE 1/4 OF
SEC. 23, T. 115, R. 19

NE 1/4 OF
SEC. 23, T. 115N., R. 19 W.

POB PE-2

PE-2

PE-2

10.00

10.00

PE-2

10.00

BLAINE AVENUE EAST

POC PE-2
SE CORNER OF
NE 1/4 OF
SEC. 23, T. 115, R. 19

BONAIRE PATH EAST

General Notes:

1. For full easement descriptions, bearings and distances, refer to "Overall Easement Exhibit" drawings for Flint Hills Resources

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

Date: June 19, 2023

Thomas E. Hodorff, L.S. MN Reg. No. 23677

SCALE: 1" = 500'

HSJ WO: 202310007.DWG



EXHIBIT PE-3 – Easement Description

A 10.00 foot Perimeter Access Easement PE-3 over, under and across the 10.00 feet adjoining the northerly right of way of 140th Street East

and

the 10.00 feet adjoining the easterly right of way of Blaine Avenue East,

being a part of the following described property:

That part of Section 24

AND

Southeast Quarter of Section 14

AND

Southwest Quarter of Section 13.

All in Township 115 North, Range 19 West, Dakota County, Minnesota, lying westerly and southwesterly of the Chicago Northwestern Railroad and Union Pacific Railroad right of way, lying easterly of Blaine Avenue East right of way and lying northerly of 140th Street East right of way, being described as follows:

Commencing at the Southwest corner of Section 24, Township 115 North, Range 19 West;

thence North 89 degrees 43 minutes 45 seconds East an assumed bearing along the south line of said Section 24 a distance of 2671.54 feet to the intersection of south line of said Section 24 and the southeasterly extension of southwesterly right of way of the Chicago Northwestern Railroad and Union Pacific Railroad;

thence North 34 degrees 07 minutes 15 seconds West along said southeasterly extension a distance of 42.15 feet to the northerly right of way of 140th Street East and the point of beginning of the property to be described;

thence South 89 degrees 41 minutes 09 seconds West along said northerly right of way a distance of 2458.30 feet;

thence northwesterly a distance of 244.82 feet, along a tangential curve concave to the northeast having a radius of 154.84 feet, a central angle of 90 degrees 35 minutes 29 seconds to the easterly right of way of Blaine Avenue East;

thence North 0 degrees 16 minutes 38 seconds East along said easterly right of way a distance of 2458.01 feet;

thence North 0 degrees 16 minutes 52 seconds East 1906.91 feet;

thence North 0 degrees 37 minutes 01 seconds East 419.22 feet;

thence northwesterly a distance of 336.91 feet, along a tangential curve concave to the west having a radius of 1245.40 feet, a central angle of 15 degrees 30 minutes 00 seconds;

thence North 14 degrees 52 minutes 59 seconds West, tangent to said curve, a distance of 1776.88 feet to the intersection of said easterly right of way and the south line of the north 55 rods of the Southwest Quarter of Section 13;

thence North 89 degrees 54 minutes 47 seconds East along said south line a distance of 1616.05 feet to the westerly right of way of Chicago Northwestern Railroad and Union Pacific Railroad;

thence South 1 degrees 05 minutes 01 seconds West along said westerly right of way a distance of 1646.55 feet;

thence South 88 degrees 55 minutes 25 seconds East 20.00 feet;

thence South 1 degrees 05 minutes 01 seconds West 538.42 feet;

thence North 88 degrees 54 minutes 59 seconds West 20.00 feet;

thence South 1 degrees 05 minutes 01 seconds West 1381.84 feet;
 thence North 88 degrees 54 minutes 59 seconds West 10.00 feet;
 thence South 1 degrees 05 minutes 01 seconds West 348.99 feet;
 thence southerly a distance of 151.06 feet, along a tangential curve concave to the east having a radius of 1989.86 feet, a central angle of 4 degrees 20 minutes 58 seconds;
 thence North 86 degrees 37 minutes 34 seconds East, along a line not tangent to said curve, a distance of 10.00 feet;
 thence southeasterly a distance of 1067.79 feet, along a non-tangential curve concave to the east having a radius of 1979.86 feet, a central angle of 30 degrees 54 minutes 04 seconds and the chord of said curve 1054.89 feet in length and bears South 18 degrees 42 minutes 57 seconds East;
 thence South 34 degrees 09 minutes 59 seconds East, tangent to said curve, a distance of 362.87 feet; thence North 56 degrees 00 minutes 46 seconds East 20.00 feet;
 thence South 34 degrees 09 minutes 59 seconds East 414.46 feet;
 thence North 89 degrees 53 minutes 53 seconds West 119.38 feet;
 thence South 34 degrees 07 minutes 15 seconds East 1549.53 feet to the point of beginning.

Said 10.00 foot Perimeter Access Easement PE-3 is further described as 10.00 feet, northerly, easterly, adjoining and parallel to the following described lines:

Commencing at the Southwest corner of Section 24, Township 115 North, Range 19 West;

thence North 89 degrees 43 minutes 45 seconds East an assumed bearing along the south line of said Section 24 a distance of 2671.54 feet to the intersection of south line of said Section 24 and the southeasterly extension of southwesterly right of way of the Chicago Northwestern Railroad and Union Pacific Railroad;

thence North 34 degrees 07 minutes 15 seconds West along said southeasterly extension a distance of 42.15 feet to the northerly right of way of 140th Street East and the point of beginning of the 10.00 foot Perimeter Access Easement PE-3 to be described;

thence South 89 degrees 41 minutes 09 seconds West along said northerly right of way a distance of 2458.30 feet;

thence northwesterly a distance of 244.82 feet, along a tangential curve concave to the northeast having a radius of 154.84 feet, a central angle of 90 degrees 35 minutes 29 seconds to the easterly right of way of Blaine Avenue East;

thence North 0 degrees 16 minutes 38 seconds East along said easterly right of way a distance of 2458.01 feet;

thence North 0 degrees 16 minutes 52 seconds East 1906.91 feet;

thence North 0 degrees 37 minutes 01 seconds East 419.22 feet;

thence northwesterly a distance of 336.91 feet, along a tangential curve concave to the west having a radius of 1245.40 feet, a central angle of 15 degrees 30 minutes 00 seconds;

thence North 14 degrees 52 minutes 59 seconds West, tangent to said curve, a distance of 722.87 feet and there terminating.

The sidelines of said 10.00 foot Perimeter Access Easement PE-3 are to be prolonged or shortened to terminate at the westerly of the Chicago Northwestern Railroad and Union Pacific Railroad right of way.

EASEMENT AREA PE-3: 85,369 square feet = 1.960 acres.



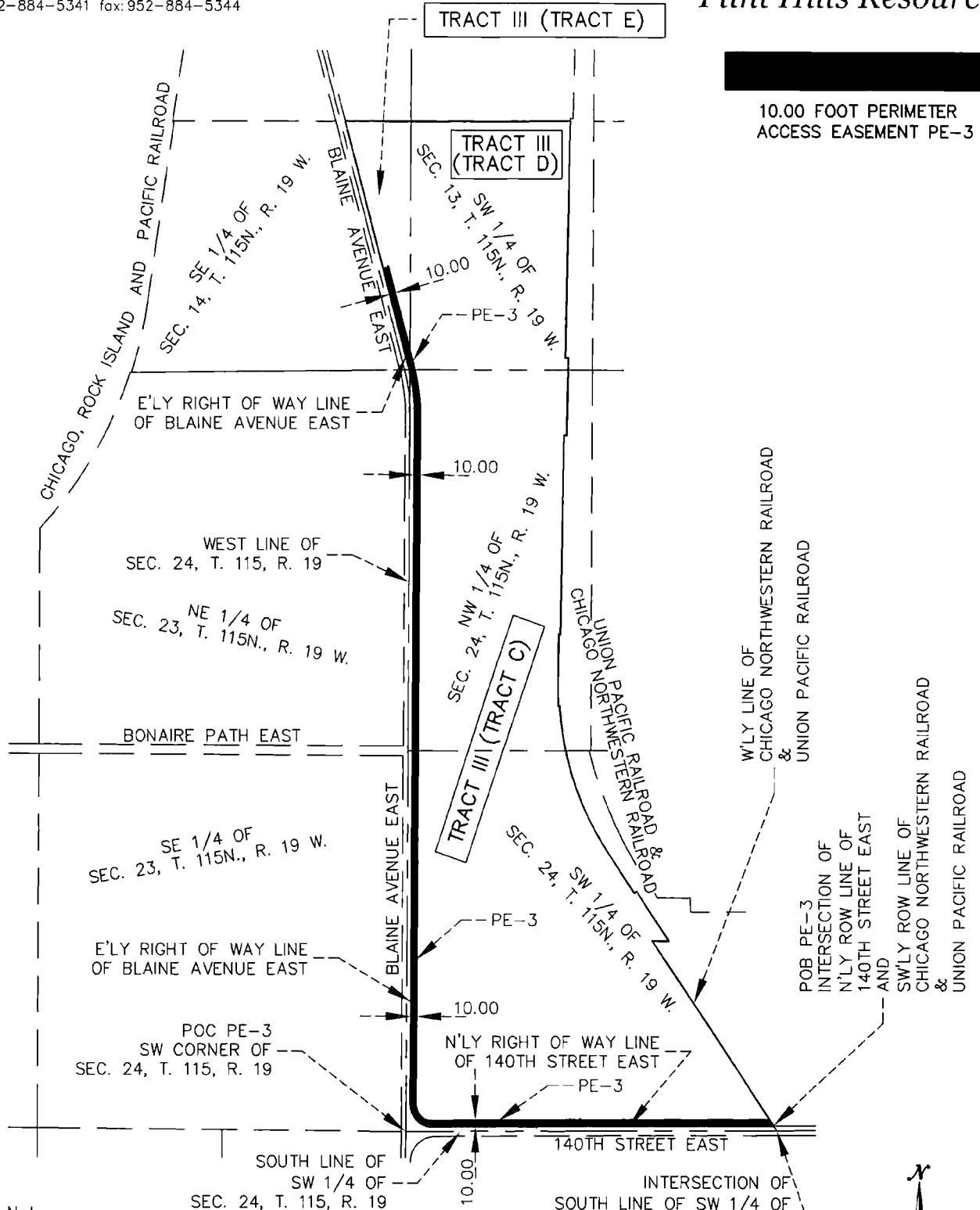
HARRY S. JOHNSON
LAND SURVEYORS

9063 Lyndale Ave. So. Bloomington, MN. 55420
phone: 952-884-5341 fax: 952-884-5344

Exhibit PE-3

for

Flint Hills Resources



General Notes:

1. Bearings shown based on the Dakota County Coordinate System.

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

Date: June 19, 2023

Thomas E. Hodorff
Thomas E. Hodorff, L.S. MN Reg. No. 23677

INTERSECTION OF
SOUTH LINE OF SW 1/4 OF
SEC. 24, T. 115, R. 19
AND
SE'LY EXTENSION OF
SW'LY ROW LINE OF
CHICAGO NORTHWESTERN RR
&
UNION PACIFIC RAILROAD

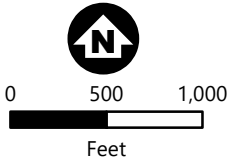


SCALE: 1" = 1000'

HSJ WO: 202310007.DWG



- Temporary Pumping Plan
(Not representative of exact path of the hoses between basins.)
- Stormwater Basins
- Arrays
- Fence outline



Imagery: Nearmap, 4/18/2023



STORMWATER BASINS
Flint Hills Resources
Solar Farm

FIGURE 1



City Council Regular Meeting: November 6, 2023

AGENDA ITEM: Appointment of Additional Election Judges for November 7, 2023 Election	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Erin Fasbender, City Clerk	AGENDA NO. 6.m.
ATTACHMENTS: Resolution	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to Approve the Attached Resolution Appointing Additional Election Judges for the November 7, 2023 Election	

BACKGROUND

Minn. Stat. 204B.21, Subd. 2, requires that all cities appoint election judges before the election. Minn. Stat. 204B.21 also states additional judges may be appointed within 25 days of the election if it is determined additional election judges will be required.

All judges are required to attend online election judge training and equipment training courses.

RECOMMENDATION

Staff is recommending that the City Council approve the resolution as attached.

**CITY OF ROSEMOUNT
DAKOTA COUNTY, MINNESOTA**

RESOLUTION 2023 -

**RESOLUTION APPOINTING ADDITIONAL ELECTION JUDGES
FOR NOVEMBER 7, 2023 ELECTION**

WHEREAS, Minnesota Statute 204B.21 requires the governing body of a municipality to appoint election judges to serve in its precincts; and

WHEREAS, the Rosemount 2023 Election appointments consists of individuals recommended by the City Clerk with the approval of the majority of the City Council.

NOW, THEREFORE BE IT RESOLVED, that the general public listed below to serve as election judges reside in in the State of Minnesota as required by Minnesota Election Laws and will be trained according to Minnesota State Statutes:

Arndt, David	Kraig Kutz
Buresh, Kristine	Kuhn, Steven
Chamberland, Cathy	Marthaler, Debra
Cowles, Karna	McCarty, Catherine
Cowles, Rick	Metzger, Brianna
Crawford, Frederick	Miller, Karin
Fern, Kristine	Moes, Joan
Griak, Susanne	Nelson, Drake
Haan, Christina	Pfenning, Jaimee
Kathleen Karsko	Stoffel, Carol
Kleven, Catherine	Taylor, Andrew
	Wolbert, Dan

NOW THEREFORE BE IT FURTHER RESOLVED, that pursuant to Minn. Stat. 204B.21, requires that all cities appoint election judges before the election.

ADOPTED this 6th day of November, 2023 by the City Council of the City of Rosemount.

Jeffery D. Weisensel, Mayor

ATTEST:

Erin Fasbender, City Clerk

City Council Regular Meeting: November 6, 2023

AGENDA ITEM: Approve Rosecott Place Apartments Subdivision Agreements	AGENDA SECTION: CONSENT AGENDA
PREPARED BY: Brian Erickson, City Engineer	AGENDA NO. 6.n.
ATTACHMENTS: Subdivision Agreement - Lot 1, Subdivision Agreement - Lot 2	APPROVED BY: LJM
RECOMMENDED ACTION: Motion to approve a Subdivision Agreements for Rosecott Place Apartments	

BACKGROUND

On July 20, 2023, City Council approved the Final Plat for Rosecott Place Apartments Addition.

Normally, the Subdivision Agreement is included as part of the final plat approvals. However, staff has been working with the developer to finalize these agreements. At the request of the developer, each individual lot has a separate agreement and the fees and charges are prorated per lot. Additionally, each agreement has a different signatory.

Since the entire parcel was previously owned by Dakota County CDA as an outlot, the developer has requested a release of any conditions that were part of the Prestwick Place Townhomes Subdivision Agreement. Community Development and the city attorney have reviewed and approved the requested release language.

The approval of these Subdivision Agreements will be the final step in allowing Schafer Richardson to begin their planned improvements. This agreement follows the standard format and includes all the required conditions from the prior Council approval.

RECOMMENDATION

Staff recommends City Council approve the attached Subdivision Agreement and authorize the Mayor and City Clerk to enter into these agreements.

SUBDIVISION AGREEMENT
Rosecott Place Apartments Addition

AGREEMENT dated this _____ day of _____ 2023, by and between the CITY OF ROSEMOUNT, a Minnesota municipal corporation, (the "**City**"), and Copper Apartments, LLC, a Minnesota limited liability company (the "**Developer**").

1. **Request for Plat Approval.** The Developer has asked the City to approve the subdivision of land and a plat of land to be known as Rosecott Place Apartments, which land is legally described on ATTACHMENT ONE, attached hereto and hereby made a part hereof (the "**Platted Property**"). In accordance with this Agreement, the Developer intends to perform certain obligations with respect to Lot 1, Block 1 of the Platted Property (the "**Subject Property**"). Notwithstanding the foregoing, except where otherwise stated the terms and conditions of this Agreement shall apply to the Subject Property.
2. **Conditions of Plat Approval.** The City has approved the subdivision and the plat on the following conditions:
 - a. Execution of a Subdivision Agreement.
 - b. Adherence with the conditions of the Preliminary and Final Plat approvals for Rosecott Place Apartments Addition.
 - c. Conformance with all requirements of the City Engineer's memorandum dated September 16, 2022.
 - d. Compliance with the conditions and standards within the Park and Recreation Director's memorandum dated September 21, 2022.
 - e. Payment of all applicable fees including GIS, Park Dedication and other fees identified in the current fee schedule.
 - f. Incorporation of any easements necessary to accommodate drainage, ponding, trails, underpasses, conservation areas, streets and utilities.
 - g. Provision of \$33,000 for landscaping surety for Lot 1, Block 1.
 - h. Provision of \$352,500 for Fee-In-Lieu of Park Dedication for the Lot 1, Block 1.

As of the date of this Agreement, the City has approved the Developer's plans which satisfy the requirements set forth in Section 2(c), (d), and (f).

3. **Phased Development.** The City may refuse to approve final plats of subsequent additions of the plat if the Developer has breached this Agreement and the breach has not been remedied. Development of subsequent phases may not proceed until Subdivision Agreements for such phases are approved by the City and additional fees and security may be required by the owner or developer of such phases at that time.
4. **Effect of Subdivision Approval.** For two (2) years from the date of this Agreement, no amendments to the City's Comprehensive Plan, except an amendment placing the plat in the current urban service area, or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the approved plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Guide Plan, official controls, platting or dedication requirements enacted after the date of this Agreement.
5. **Development Plans.** The Subject Property shall be developed in accordance with the following plans, specifications and contract documents, original copies of which are on file with the City Engineer. The plans and contract documents may be prepared, subject to City approval, after entering this Agreement, but before commencement of any work on the Subject Property. If the plans vary from the written terms of this Agreement, the written terms shall control. The plans are:

Plan A – Plat

Plan B – Soil Erosion Control Plan and Schedule

Plan C – Drainage and Storm Water Runoff Plan

Plan D – Plans and Specifications for Public Improvements

Plan E – Grading Plan

Plan F – Street Lights – Not Applicable

Plan G – Landscape Improvements

All Improvements, including Developer Improvements and City-Installed Public Infrastructure Improvements (if any) that lie within the public right-of-way or easements and are improvements listed in Minnesota Statutes, Section 429.021 (hereinafter the “**Public Improvements**”) will be designed by the Developer and must be approved by the City Engineer; provided, however, that, for the avoidance of doubt, the Developer has no obligations to construct improvements within the public right-of-way known as Adalyn Avenue (but shall be responsible for any damage within the public right-of-way caused by the Developer or its contractors). The Developer will prepare plans and specifications for Public Improvements which shall be approved by the City Engineer. Such approvals shall not be

unreasonably withheld and the City shall approve or provide Developer with necessary revision comments within 30 calendar days of Developer submittal of Public Improvement plans and specifications. The City will perform all construction inspection for the Public Improvements, at the Developer's expense. Construction inspection includes but is not limited to inspection, documentation, and monitoring.

6. **Installation by Developer.** The Developer shall install or cause to be installed and pay for the following in accordance with the approved plans for the Subject Property (the "**Developer Improvements**"):
 - a. Surveying and staking
 - b. Surface improvements (paved streets, sidewalks, etc.)
 - c. Water main improvements
 - d. Sanitary sewer improvements
 - e. Storm sewer improvements
 - f. Setting of lot and block monuments
 - g. Gas, electric, telephone, and cable lines
 - h. Site grading
 - i. Landscaping
 - j. Other items as necessary to complete the development as stipulated herein or in other agreements
7. **Time of Performance.** The Developer shall install all required improvements, excepting the wear course of pavement, enumerated in Paragraph 6 that will serve the subject property by within eighteen (18) months from the date of this Agreement, subject to delays due to inclement weather, casualty, labor strikes, material shortages, or other force majeure not within the Developer's reasonable control. The pavement wear course shall be completed by within eighteen (18) months from the date of this Agreement. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.
8. **[This Section Intentionally Left Blank]**
9. **[This Section Intentionally Left Blank]**
10. **Security for Developer Improvements.** To guarantee compliance with the terms of this Agreement, payment of the costs of all Developer Improvements, and construction of all Developer Improvements (as noted in Paragraph 6), the Developer shall furnish the City with a cash deposit or irrevocable letter of credit from a local bank ("**Security**") in the amount of Sixty-Eight Thousand One Hundred Fifteen Dollars (\$68,115). Additional security will be required as part of the development of Block 1, Lot 2 of the Rosecott Place Apartments Addition. The amount of the security was calculated as follows:

Letter of Credit for Developer Improvements (due with signed agreement)

Item	Cost	110%	Calculation
Grading and Erosion Control	\$ 20,335	\$ 22,369	\$3500/ac x 5.81 acres.
Pond Restoration and Erosion Control Removal	\$ 11,088	\$ 12,197	
Survey Monumentation	\$ 500	\$ 550	\$500/lot x 1 lots
Landscaping	\$ 30,000	\$ 33,000	Per City Planner (100 trees x \$300)
Street Lights	\$ -	\$ -	\$7500/light x 0 lights
Surface Improvements		\$ -	Private Improvements
Water Main Improvements		\$ -	Private Improvements
Sanitary Sewer Improvements		\$ -	Private Improvements
Storm Sewer Improvements		\$ -	Private Improvements
Total	\$ 61,923	\$ 68,115	

Refer to Exhibit A for an explanation of each item.

The bank and form of the letter of credit or other security shall be subject to the approval of the City Administrator. The letter of credit shall be automatically renewable until the City releases the developer from responsibility. The letter of credit shall secure compliance with all terms of this Agreement and all obligations of the Developer under it. The City may draw down on the letter of credit without notice if the obligations of the Developer have not been completed as required by this Agreement. In the event of a default under this Subdivision Agreement by the Developer, the City shall furnish the Developer with written notice by certified mail of Developers default(s) under the terms of this Subdivision Agreement. If the Developer does not commence curing said default(s) and is diligently proceeding to cure said default(s) within two (2) weeks of receiving notice (with the exception of emergency situations), the City may draw on the letter of credit and take such steps as it deems necessary to remedy the default. With City approval (such approval not to be unreasonably withheld), the letter of credit may be reduced from time to time as financial obligations are paid and Developer Improvements and other Developer obligations are completed to the City's requirements. In addition, with City approval (such approval not to be unreasonably withheld), in the event the Security is in the form of an letter of credit, prior to the full release of the Security, the Developer may replace said letter of credit with a cash escrow or a combination of a cash escrow and a letter of credit in an amount equal to the then-current Security.

11. **Grading Plan/Site Grading.** Site grading shall be completed by the Developer at its cost and approved by the City Engineer. The completion of grading activities will need to be coordinated by the City in conjunction with the installation of utilities. Developer shall furnish the City Engineer satisfactory proof of payment for the site grading work and shall submit a certificate of survey of the development to the City as the site grading is completed by phase, with street and lot grades. If the installation of utilities by the City is occurring simultaneously with the grading, the utility contractor shall have preference over the grading activities. No substantial grading activities can be completed over installed utilities unless otherwise protected. All improvements to the lots and the final grading shall comply with the grading plan as submitted and shall be the responsibility of the Developer.
12. **License.** The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Subject Property to perform all work and inspections deemed appropriate by the City. Such license shall terminate as to all lots within the Subject Property

upon acceptance by the City of the Public Improvements. Notwithstanding the foregoing the City retains all authority to perform inspections authorized or required by law.

13. **Erosion Control.** Prior to site grading, and before any utility construction is commenced or building permits are issued, the erosion control plan, Plan B, shall be implemented, inspected and approved by the City. All areas disturbed by the excavation and backfilling operations shall be reseeded within 72 hours after the completion of the work in that area. Except as otherwise provided in the erosion control plan, seed shall be rye grass or other fast-growing seed suitable to the existing soil to provide a temporary ground cover as rapidly as possible. All seeded areas shall be mulched and disc-anchored as necessary for seed retention.

All basement and/or foundation excavation spoil piles shall be kept completely off City right-of-way and shall be surrounded completely with an approved erosion control silt fence. Approved erosion control fencing shall be installed around the perimeter of each lot or at City-approved locations at the time of building permit issuance and remain in place until the lot is seeded or sodded. A 20-foot opening will be allowed on each lot for construction deliveries.

The parties recognize that time is critical in controlling erosion. If development does not comply with the erosion control plan and schedule, or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion. This right also applies to the required erosion control for basement and/or foundation excavation spoil piles. The City will attempt to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's or City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work within thirty (30) days, the City may draw down the letter of credit to pay any costs. No development will be allowed, and no building permits will be issued unless the Subject Property is in full compliance with the erosion control requirements.

14. **Planting and Seeding.** Landscaping shall be in accordance with Landscape Plans approved by the City Planner.
15. **Clean up.** The Developer shall clean streets of dirt and debris that has resulted from construction work by the Developer, its agents or assignees. The City will inspect the site on a weekly basis and determine whether it is necessary to take additional measures to clean dirt and debris from the streets. Costs for City inspection of onsite erosion and sediment control shall be at the Developer's expense. After a 24-hour verbal or written notice to the Developer, the City will complete or contract to complete the clean-up at the Developer's expense in accordance with the procedures specified in Paragraph 13. The Developer shall inspect and, if necessary, clean all catch basins, sumps, and ponding areas of erosion/siltation and restore to the original condition at the end of construction within this development. All silt fence and other erosion control should be removed following the establishment of turf. These items are to be secured through the letter of credit as is noted in Exhibit A.
16. **Ownership of Improvements.** Upon completion and City acceptance of the work and construction required by this Agreement, the Public Improvements lying within public rights-of-way and easements shall become City property without further notice or action unless the improvements are specifically identified herein as private infrastructure, and at such time the

City shall be responsible for all maintenance, repair, and improvement of the same except as otherwise set forth in this Agreement.

17. **Warranty.** The Developer warrants all work required to be performed by it against poor material and faulty workmanship for a period of two (2) years after its completion and acceptance by the City or such longer period as is specified in plans and specifications for Public Improvements.

All trees, grass and sod shall be warranted to be alive, of good quality and disease free for twenty-four (24) months after planting.

Vegetation surrounding ponds and/or wetlands shall be warranted to be alive, of good quality and weed free for three (3) years after planting.

For each pond/wetland in the development, the developer shall provide to the City Engineer an inspection report by July 31st each year which includes the following:

- a. Date of inspection.
- b. Name of person responsible for inspection.
- c. Photos of the pond/wetland area confirming the vegetation is established as intended.
- d. Maintenance plan describing the required maintenance activities and tentative schedule.

18. **Responsibility for Costs.**

- a. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the Subject Property including, but not limited to, Soil and Water Conservation District charges, legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the subdivision and the plat, the preparation of this Agreement and any amendments hereto, and all costs and expenses incurred by the City in monitoring and inspecting the development of the Subject Property.
- b. The Developer shall reimburse the City for costs incurred in the preparation and enforcement of this Agreement, including engineering and attorney's fees. Upon request, the City shall provide invoices, in reasonable detail, as to any such fees. The estimated City fees of Twelve Thousand Seven Dollars (\$12,007) shall be deposited with the City at the time this Agreement is signed, and represent the following amounts:

City Fees (due with signed agreement; based on Block 1, Lot 1)		
Item	Cost	Calculation
Engineering Fees	\$ 6,653	
Attorney Fees	\$ 1,331	Estimate
5% City Administrative Fees	\$ 3,326	
Street Light Energy Cost	\$ -	0 lights x 24 months x \$30/month
GIS Fees	\$ 697	\$120/acre x 5.81 acres
Trail Fog Seal	\$ -	\$0.35/SF x 0 SF
Seal Coating	\$ -	\$1.70/SY x 0 SY
Total	\$ 12,007	

If the actual City fees exceed this estimate, the Developer shall pay the additional costs to the City within thirty (30) business days of the request. If actual City fees are lower than this estimate, any surplus funds will be returned to the developer when the project fund is reconciled and closed.

- c. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within thirty (30) business days after receipt. If the bills are not paid on time, the City may halt development work and construction including, but not limited to, the issuance of building permits for lots that the Developer 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 year.
19. **Indemnification.** The Developer shall hold the City and its officers, agents and employees harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat or subdivision approval and development of the Subject Property, except for any costs or expenses arising from the intentional acts or gross negligence of the City, its agents, employees or contractors. The Developer shall indemnify the City and its officers, agents and employees for all costs, damages or expenses that the City may pay or incur in consequence of such claims, including attorney's fees.
20. **Insurance.** The Developer agrees to take out and maintain or cause to be taken out and maintained until six months after the City has accepted the Subdivision Improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its contractors or subcontractors. Liability limits shall not be less than \$500,000 when the claim is one for death by wrongful act or omission or for any other claim and \$2,000,000 for any number of claims arising out of a single occurrence, and twice said limits when the claim arises out of the release or threatened release of a hazardous substance. The City shall be named as an additional insured on the policy. The certificate of insurance shall provide that the City must be given the same advance written notice of the cancellation of the insurance as is afforded to the Developer.
21. **Park and Utility Fees.** The Developer agrees to pay fees, charges and assessments set forth in this Section prior to, or at the time of execution of this agreement by the City:

- a. Park dedication fees in the amount of \$352,500
- b. Storm Sewer Trunk Area Charges in the amount of \$39,886
- c. Sanitary Sewer Trunk Area Charges in the amount of \$6,246
- d. Watermain Trunk Area Charges in the amount of \$37,765

Or other amounts for such fees as in effect at the time of plat approval.

22. Service Charges. The Developer understands that it will be required to pay for the Subject Property fees, charges and assessments in effect at the time of issuance of building permit(s) for the Subject Property. The rates for each of these items will be set according to the current rate structure at the time the building permit is received. The fees, charges, and assessments in effect as of the date of this agreement are:

- a. Metropolitan Council Environmental Services Availability Charges per SAC unit (current rate is \$2,485).
- b. Storm Sewer Connection Charges per commercial and industrial of \$2,270/acre.
- c. Sanitary Sewer Availability Charges per SAC unit (currently at \$1,200/SAC unit).
- d. Water Availability Charges per SAC unit (currently at \$2,425/SAC unit for single family residential and multi-family residential).

23. Building Permits. No occupancy permits shall be issued until:

- a. The site grading is completed and approved by the City.
- b. All public utilities are tested, approved by the City Engineer, and in service.
- c. All curbing is installed and backfilled.
- d. The first lift of bituminous is in place and approved by the City.
- e. All building permit fees for the Subject Property are paid in full.
- f. No early building permits will be issued without prior authorization from the City Building Official.

The Developer, in executing this Agreement, assumes all liability and costs for damage or delays incurred by the City in the construction of Public Improvements caused by the Developer, its employees, contractors, subcontractors, material men or agents. No occupancy permits shall be issued until the public streets and utilities referred to in paragraph 6 and 8 are in and approved by the City (excluding the final wear course of bituminous), unless otherwise authorized in writing by the City Engineer.

24. Record Drawings. At project completion, Developer shall submit record drawings of all public and private infrastructure improvements with respect to the Subject Property in accordance with the City's Engineering Guidelines. No securities will be fully released until all record drawings have been submitted and accepted by the City Engineer.

25. Developer's Default. In the event of default by the Developer as to any of the work to be performed by it hereunder within two (2) weeks of receiving notice from the City (with the exception of emergency situations), the City may, at its option, perform the work and the

Developer shall promptly reimburse the City for any expense incurred by the City. 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 land. When the City does any such work, the City may, in addition to its other remedies, draw on the letter of credit or other security described in section 10, or levy the cost in whole or in part as a special assessment against the Subject Property. Developer waives its rights to notice of hearing and hearing on such assessments and its right to appeal such assessments pursuant to Minnesota Statutes, Section 429.081.

26. Miscellaneous.

- a. The Developer represents to the City that the development of the Subject Property, the subdivision and the plat comply with all city, county, metropolitan, state and federal laws and regulations including, but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the City determines that the subdivision, or the plat, or the development of the Subject Property does not comply, the City may, at its option, refuse to allow construction or development work on the Subject Property until the Developer does comply, provided the Developer is first given two (2) weeks' notice and opportunity to cure (with the exception of emergency situations). Upon the City's demand, the Developer shall cease work until there is compliance, provided the Developer is first given two (2) weeks' notice and opportunity to cure (with the exception of emergency situations).
- b. Third parties shall have no recourse against the City under this Agreement.
- c. Breach of the terms of this Agreement by the Developer which is not cured as required hereunder shall be grounds for denial of building permits for the Subject Property.
- d. If any portion, section, subsection, sentence, clause, paragraph or phase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- e. If building permits are issued prior to the completion and acceptance of Public Improvements, the Developer assumes all liability and costs resulting in delays in completion of Public Improvements and damage to Public Improvements caused by the City, the Developer, its contractors, subcontractors, material men, employees, agents or third parties.
- f. 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 shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- g. This Agreement shall run with the land and may be recorded against the title to the Subject Property. The Developer shall take such steps, including execution of amendments to this Agreement, as are necessary to effect the recording hereof. After the Developer has completed the work required of it under this Agreement, at the

Developer's request, the City will execute and deliver to the Developer a release in recordable form, substantially similar to the form attached as Exhibit C.

- h. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to the City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.
 - i. The Developer may not assign this Agreement without the written permission of the City Council, which consent shall not be unreasonably withheld.
 - j. The Developer acknowledges that the City may issue additional requirements outside of the 2023 General Specifications and Standard Detail Plates for Street and Utility Construction or the 2008 Engineering Guidelines as the City is in the process of updating these documents. The review process may require additional time and expense due to this process, which shall be the Developer's responsibility. The Developer shall not be billed for the time required for the City to update and approve their revisions to the 2023 General Specifications and Standard Details Plates for Street and Utility Construction or the 2008 Engineering Guidelines.
 - k. The City acknowledges and agrees that with respect to the City's rights as a third-party beneficiary of that certain Declaration of Covenants, Conditions and Restrictions Prestwick Place Master Development Plan Planned Unit Development Agreement dated November 7, 2007, filed March 10, 2008, as Document No. 2576606 and 624799 (the "Declaration"), this Agreement supersedes and replaces the Declaration with respect to the Platted Property.
 - l. Dakota County Housing and Redevelopment Authority and the City entered into that certain Subdivision Agreement March 20, 2018, filed for record January 9, 2019, in the Office of the County Recorder of Dakota County, Minnesota as Document No. 3287901, pertaining to a portion of Subject Property (collectively referred to as the "2018 Subdivision Agreement"). This Subdivision Agreement supersedes and replaces the terms of the 2018 Subdivision Agreement as applied to the Subject Property.
27. **Notices.** Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by registered mail at the following address:

Copper Apartments, LLC
Attn: Peter Orth
900 North Third St
Minneapolis, MN 55401

With copy to:

Copper Apartments, LLC
Attn: Jessica Welk, General Counsel
900 North Third St
Minneapolis, MN 55401

Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by registered mail in care of the City Administrator at the following address:

City Administrator
Rosemount City Hall
2875 145th Street West
Rosemount, Minnesota 55068

[Remainder of page intentionally left blank.]

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

CITY OF ROSEMOUNT

By: _____
Jeffery D. Weisensel, Mayor

By: _____
Erin Fasbender, City Clerk

STATE OF MINNESOTA)
) ss
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____ 2022, by **Jeffery D. Weisensel**, Mayor, and **Erin Fasbender**, City Clerk, of the City of Rosemount, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public

[Signatures continue on following page]

DEVELOPER

COPPER APARTMENTS, a Minnesota limited liability company

By: Copper Apartments, LLC, a Minnesota limited liability company

Its: General Partner

By: _____

Name:

Its:

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____, 2023, by _____, the _____ of Copper Apartments, LLC, a Minnesota limited liability company.

Notary Public

Drafted By:
City of Rosemount
2875 145th Street West
Rosemount, MN 55068

EXHIBIT A

The following clarifies the various portions of the letter of credit for Developer Improvements that are outlined in the Subdivision Agreement:

Grading & Erosion Control. A restoration and erosion control bond to ensure re-vegetation and erosion control (\$3,500/acre). Note: The minimum surety amount is set at \$25,000.

Pond Restoration/Erosion Control Removal. A security to allow for cleaning of sedimentation ponds prior to City acceptance, and removal of any installed erosion control measures such as silt fence and wood fiber blanket following development of 75 percent of adjoining lots (estimated lump sum).

Survey Monumentation. An amount equal to 110% of the cost to monument all lots within the development.

Landscaping. An amount equal to 110% of the cost to complete the minimum required landscaping. If additional landscaping is planned, a surety for that cost is not required.

Rosecott Place Apartments (Lot 1 - Copper)
EXHIBIT B (Page 1 of 2)

Letter of Credit for Developer Improvements (due with signed agreement)

No.	Item	Cost	110%	Calculation
1	Grading and Erosion Control	\$ 20,335	\$ 22,369	\$3500/ac x 5.81 acres.
2	Pond Restoration and Erosion Control Removal	\$ 11,088	\$ 12,197	
3	Survey Monumentation	\$ 500	\$ 550	\$500/lot x 1 lots
4	Landscaping	\$ 30,000	\$ 33,000	Per City Planner (100 trees x \$300)
5	Street Lights	\$ -	\$ -	\$7500/light x 0 lights
6	Surface Improvements		\$ -	Private Improvements
7	Water Main Improvements		\$ -	Private Improvements
8	Sanitary Sewer Improvements		\$ -	Private Improvements
9	Storm Sewer Improvements		\$ -	Private Improvements
Total		\$ 61,923	\$ 68,115	

City Fees (due with signed agreement; based on Block 1, Lot 1)

No.	Item	Cost	Calculation
1	Engineering Fees	\$ 6,653	
2	Attorney Fees	\$ 1,331	Estimate
3	5% City Administrative Fees	\$ 3,326	
4	Street Light Energy Cost	\$ -	0 lights x 24 months x \$30/month
5	GIS Fees	\$ 697	\$120/acre x 5.81 acres
6	Trail Fog Seal	\$ -	\$0.35/SF x 0 SF
7	Seal Coating	\$ -	\$1.70/SY x 0 SY
Total		\$ 12,007	

Development Fees (due before signed plat is released)

No.	Item	Cost	Calculation
1	Storm Sewer Trunk Charge	\$ 39,886	\$6865/net developable acre x 5.81 acres
2	Sanitary Sewer Trunk Charge	\$ 6,246	\$1075/acre x 5.81 acres
3	Water Trunk Charge	\$ 37,765	\$6500/acre x 5.81 acres
4	Park Dedication	\$ 352,500	\$2,500/unit x 141 units
Total		\$ 436,396	

Rosecott Place Apartments (Lot 2 - Croft)
EXHIBIT B (Page 1 of 2)

Letter of Credit for Developer Improvements (due with signed agreement)

No.	Item	Cost	110%	Calculation
1	Grading and Erosion Control	\$ 25,515	\$ 28,067	\$3500/ac x 7.29 acres.
2	Pond Restoration and Erosion Control Removal	\$ 13,912	\$ 15,303	
3	Survey Monumentation	\$ 500	\$ 550	\$500/lot x 1 lots
4	Landscaping	\$ 22,800	\$ 25,080	Per City Planner (75 trees x \$300)
5	Street Lights	\$ -	\$ -	\$7500/light x 0 lights
6	Surface Improvements		\$ -	Private Improvements
7	Water Main Improvements		\$ -	Private Improvements
8	Sanitary Sewer Improvements		\$ -	Private Improvements
9	Storm Sewer Improvements		\$ -	Private Improvements
Total		\$ 62,727	\$ 69,000	

City Fees (due with signed agreement; based on Block 1, Lot 2)

No.	Item	Cost	Calculation
1	Engineering Fees	\$ 8,347	
2	Attorney Fees	\$ 1,669	Estimate
3	5% City Administrative Fees	\$ 4,174	
4	Street Light Energy Cost	\$ -	0 lights x 24 months x \$30/month
5	GIS Fees	\$ 875	\$120/acre x 7.29 acres
6	Trail Fog Seal	\$ -	\$0.35/SF x 0 SF
7	Seal Coating	\$ -	\$1.70/SY x 0 SY
Total		\$ 15,065	

Development Fees (due before signed plat is released)

No.	Item	Cost	Calculation
1	Storm Sewer Trunk Charge	\$ 50,046	\$6865/net developable acre x 7.29 acres
2	Sanitary Sewer Trunk Charge	\$ 7,837	\$1075/acre x 7.29 acres
3	Water Trunk Charge	\$ 47,385	\$6500/acre x 7.29 acres
4	Park Dedication	\$ 410,000	\$2,500/unit x 141 units
Total		\$ 515,268	

Rosecott Place Apartments
EXHIBIT B (Page 2 of 2)

Totals		
Block	Lots	Units
1	2	305
Total	2	305
Total Plat Area = 13.098 acres Total Park Area = 0.000 acres Future Plat Area = 0.000 acres Developable Area * = 13.098 acres Ponding to HWL = 1.113 acres Net Developable Area = 11.985 acres		

* Excludes future plat and park areas (all outlots)

Block	Lot	Units	SQ FT	Acres
1	1	141	303,665.000	6.971
1	2	164	238,021.000	5.464
ROW			28,851.000	0.662
Total Boundary			570,537.000	13.098

ROSEMOUNT SCHEDULE OF RATES				
COPPER (LOT 1)				
Market Rate Units	141			
SAC Determination	143			
Acres - Buildable	5.81			
Estimated Contract Value	\$	-		
CONNECTION CHARGES (Tentative, final determination by Building Official)				
	Per Unit	Per Acre	Flat	ESTIMATE
MCES - SAC (Sewer Availability Charge)	\$ 2,485	\$ -	\$ -	\$ 355,355
City - SAC (sanitary sewer)	\$ 1,200	\$ -	\$ -	\$ 171,600
City - WAC (water)	\$ 2,475			\$ 353,925
Stormwater Connection Charge	\$ 290	\$ -	\$ -	\$ 41,470
BUILDING PERMIT				
Building Permit	\$ -	\$ -	\$ -	\$ -
Plan Check Fees	\$ -	\$ -	\$ -	\$ -
PARK DEDICATION (HIGH DENSITY)				
	\$ 2,500	\$ -	\$ -	\$ 352,500
ASSESSMENT / "DEVELOPMENT FEES"				
City - Sanitary Trunk Assessment	\$ -	\$ 1,075	\$ -	\$ 6,246
Water Trunk Assessment	\$ -	\$ 6,500	\$ -	\$ 37,765
Stormwater Trunk Assesment	\$ -	\$ 6,865	\$ -	\$ 39,886
FIXED				
	Cost		%	
Engineering Fees (split)	\$ 15,000	\$ -	44.35%	\$ 6,653
Attorney Fees (split)	\$ 3,000	\$ -	44.35%	\$ 1,331
City Admin Fees	\$ 7,500	\$ -	44.35%	\$ 3,326
GIS Fees	\$ 1,572	\$ -	44.35%	\$ 697
	Cost	110%	%	
LOC				
Grading and Erosion Control	\$ 45,850	\$ 50,435	44.35%	\$ 22,369
Pond Restoration and Erosion Control Removal	\$ 25,000	\$ 27,500	44.35%	\$ 12,197
Survey Monumentation	\$ 500	\$ 550	100.00%	\$ 550
Landscaping	\$ 52,800	\$ 58,080	56.82%	\$ 33,000
SUBTOTAL - Connection Charges				
	\$ -	\$ -	\$ -	\$ 922,350
SUBTOTAL - Building Permit				
	\$ -	\$ -	\$ -	\$ -
SUBTOTAL - Park Dedication				
	\$ -	\$ -	\$ -	\$ 352,500
SUBTOTAL - Assessment/"Development Fees"				
	\$ -	\$ -	\$ -	\$ 83,896
FIXED				
	\$ -	\$ -	\$ -	\$ 12,007
LOC				
	\$ -	\$ -	\$ -	\$ 68,115
TOTAL				\$ 1,438,868

ROSEMOUNT SCHEDULE OF RATES				
CROFT (LOT 2)				
Affordable Units	164			
(SAC * <i>Estimate</i>)	166			
Acres - Buildable (+ ROW)	7.29			
Estimated Contract Value	\$	-	TBD	\$ -
CONNECTION CHARGES (Tentative, final determination by Building Official)				
	Per Unit	Per Acre	Flat	ESTIMATE
MCES - SAC (Sewer Availability Charge)	\$ 2,485	\$ -	\$ -	\$ 412,510
City - SAC (sanitary sewer)	\$ 1,200	\$ -	\$ -	\$ 199,200
City - WAC (water)	\$ 2,475			\$ 410,850
Stormwater Connection Charge	\$ 290	\$ -	\$ -	\$ 48,140
BUILDING PERMIT				
Building Permit	\$ -	\$ -	\$ -	\$ -
Plan Check Fees	\$ -	\$ -	\$ -	\$ -
PARK DEDICATION (HIGH DENSITY)				
	\$ 2,500	\$ -	\$ -	\$ 410,000
ASSESSMENT / "DEVELOPMENT FEES"				
City - Sanitary Trunk Assessment	\$ -	\$ 1,075	\$ -	\$ 7,837
Water Trunk Assessment	\$ -	\$ 6,500	\$ -	\$ 47,385
Stormwater Trunk Assesment	\$ -	\$ 6,865	\$ -	\$ 50,046
FIXED				
	Cost		%	
Engineering Fees (split)	\$ 15,000	\$ -	55.65%	\$ 8,347
Attorney Fees (split)	\$ 3,000	\$ -	55.65%	\$ 1,669
City Admin Fees	\$ 7,500	\$ -	55.65%	\$ 4,174
GIS Fees	\$ 1,572	\$ -	55.65%	\$ 875
	Cost	110%	%	
LOC				
Grading and Erosion Control	\$ 45,850	\$ 50,435	55.65%	\$ 28,067
Pond Restoration and Erosion Control Removal	\$ 25,000	\$ 27,500	55.65%	\$ 15,303
Survey Monumentation	\$ 500	\$ 550	100.00%	\$ 550
Landscaping	\$ 52,800	\$ 58,080	43.18%	\$ 25,080
SUBTOTAL - Connection Charges				
	\$ -	\$ -	\$ -	\$ 1,070,700
SUBTOTAL - Building Permit				
	\$ -	\$ -	\$ -	\$ -
SUBTOTAL - Park Dedication				
	\$ -	\$ -	\$ -	\$ 410,000
SUBTOTAL - Assessment/"Development Fees"				
	\$ -	\$ -	\$ -	\$ 105,268
FIXED				
	\$ -	\$ -	\$ -	\$ 15,065
LOC				
	\$ -	\$ -	\$ -	\$ 69,000
TOTAL				\$ 1,670,033

	Acres	
LOT 1 (Market Rate)	5.81	44.35%
LOT 2 (Affordable)	6.63	50.61%
ROW	0.66	5.04%
	13.10	
	Units	
LOT 1 (Copper)	141	46.23%
LOT 2 (Croft)	164	53.77%
	305	

ROW: Allocate	
\$ 709.50	
\$ 4,290.00	
\$ 4,530.90	
\$ 9,530.40	
ROW: Allocate	
\$ 2,541.00	
\$ 1,385.50	
\$ 27.71	
\$ 3,954.21	

ATTACHMENT ONE

Rosecott Place Apartments Addition Final Plat

26798641v5

ROSECOTT PLACE APARTMENTS

KNOW ALL PERSONS BY THESE PRESENTS, That Dakota County Community Development Agency, a public body corporate and politic, has caused the following described property situated in the County of Dakota and State of Minnesota, to wit:

OUTLOT A, Prestwick Place Townhomes, City of Rosemont, Dakota County, Minnesota

has caused the same to be surveyed and platted as ROSECOTT PLACE APARTMENTS and does hereby dedicate to the public for public use the public ways and drainage and utility easements as created by this plat.

In witness whereof said Dakota County Community Development Agency, a public body corporate and politic, has caused these presents to be signed by its proper officer this _____ day of _____, 2023.

Signed, Dakota County Community Development Agency

By _____ Executive Director

(Name Printed)

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2023 by _____ Executive Director

of Dakota County Community Development Agency, a public body corporate and politic.

(Signature)

(Name Printed)

Notary Public, _____

My Commission Expires _____

SURVEYOR'S CERTIFICATE

I, _____, a duly licensed land surveyor in the State of Minnesota, have surveyed and platted the above described property and have caused the same to be signed and sealed as set forth in Minnesota Statutes, Section 550.01, Subd. 1, and the date of this certificate are shown and labeled on this plat and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 2023.

Gary J. Bjorklund, Land Surveyor

Minnesota License No. 46563

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2023, by Gary J. Bjorklund.

(Signature)

(Name Printed)

Notary Public, _____

County, Florida

My Commission Expires _____

CITY COUNCIL, CITY OF ROSEMONT, STATE OF MINNESOTA

This plat was approved by the City Council of Rosemont, Minnesota, this _____ day of _____, 2023, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 550.03, Subd. 2.

Mayor _____

Clerk _____

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that in accordance with Minnesota Statutes, Section 550.02, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 2023.

Todd B. Tordoff

Dakota County Surveyor

DEPARTMENT OF PROPERTY TAXATION AND RECORDS, COUNTY OF DAKOTA, STATE OF MINNESOTA

Pursuant to Minnesota Statutes, Section 550.021, Sub. 9, taxes payable in the year 20____ on the land hereinafter described have been paid, 2022, pursuant to Minnesota Statutes, Section 273.12, there are no delinquent taxes and transfer entered this _____ day of _____, 2023.

Amy A. Koehn

Director, Department of Property Taxation and Records

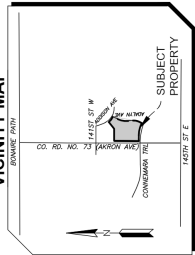
COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of ROSECOTT PLACE APARTMENTS was filed in the office of the County Recorder for public record on this _____ day of _____, 2023, at _____ o'clock _____ a.m. and was duly filed in Book _____ of Page _____ as Document Number _____.

Amy A. Koehn

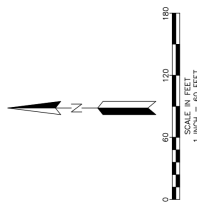
County Recorder

VICINITY MAP

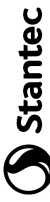
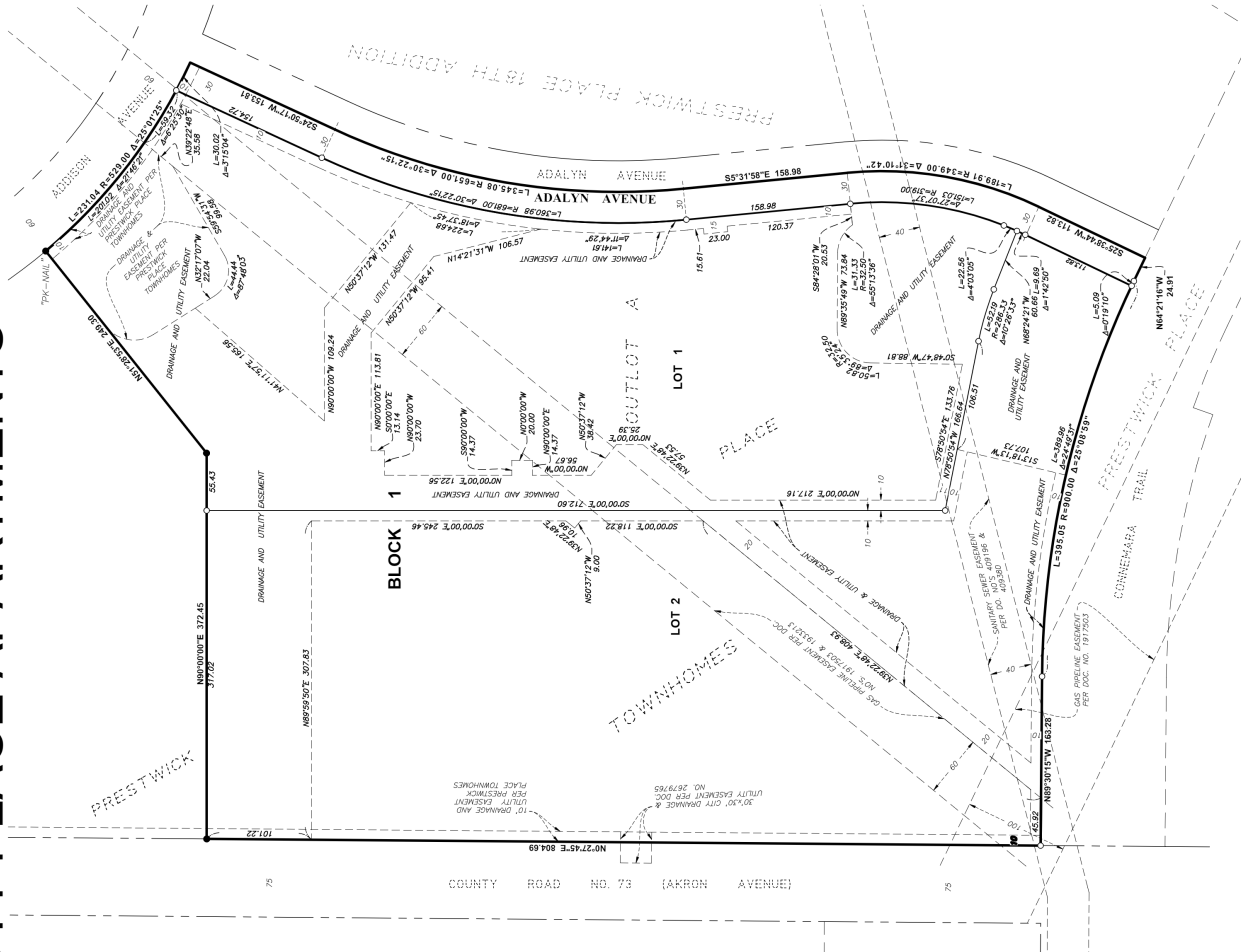


LEGEND

- DENOTES IRON MONUMENT FOUND WITH RLS CAP MARKED NO. 47481, UNLESS OTHERWISE NOTED
- DENOTES 1/2 INCH X 14 INCH IRON MONUMENT SET WITH PLASTIC CAP MARKED RLS NO. 45563



BEARING ORIENTATION NOTE:
BEARINGS ARE BASED ON THE WEST LINE OF OUTLOT A, PRESTWICK PLACE, HAVING A BEARING OF N0027°43'E



SUBDIVISION AGREEMENT
Rosecott Place Apartments Addition

AGREEMENT dated this _____ day of _____ 2023, by and between the CITY OF ROSEMOUNT, a Minnesota municipal corporation, (the "**City**"), and Adalyn Avenue, LLLP, a Minnesota limited liability limited partnership (the "**Developer**").

1. **Request for Plat Approval.** The Developer has asked the City to approve the subdivision of land and a plat of land to be known as Rosecott Place Apartments, which land is legally described on ATTACHMENT ONE, attached hereto and hereby made a part hereof (the "**Platted Property**"). In accordance with this Agreement, the Developer intends to perform certain obligations with respect to Lot 2, Block 1 of the Platted Property (the "**Subject Property**"). Notwithstanding the foregoing, except where otherwise stated the terms and conditions of this Agreement shall apply to the Subject Property.
2. **Conditions of Plat Approval.** The City has approved the subdivision and the plat on the following conditions:
 - a. Execution of a Subdivision Agreement.
 - b. Adherence with the conditions of the Preliminary and Final Plat approvals for Rosecott Place Apartments Addition.
 - c. Conformance with all requirements of the City Engineer's memorandum dated September 16, 2022.
 - d. Compliance with the conditions and standards within the Park and Recreation Director's memorandum dated September 21, 2022.
 - e. Payment of all applicable fees including GIS, Park Dedication and other fees identified in the current fee schedule.
 - f. Incorporation of any easements necessary to accommodate drainage, ponding, trails, underpasses, conservation areas, streets and utilities.
 - g. Provision of \$25,080 for landscaping surety for Lot 2, Block 1.
 - h. Provision of \$410,000 for Fee-In-Lieu of Park Dedication for the Lot 2, Block 1.

As of the date of this Agreement, the City has approved the Developer's plans which satisfy the requirements set forth in Section 2(c), (d), and (f).

3. **Phased Development.** The City may refuse to approve final plats of subsequent additions of the plat if the Developer has breached this Agreement and the breach has not been remedied. Development of subsequent phases may not proceed until Subdivision Agreements for such phases are approved by the City and additional fees and security may be required by the owner or developer of such phases at that time.
4. **Effect of Subdivision Approval.** For two (2) years from the date of this Agreement, no amendments to the City's Comprehensive Plan, except an amendment placing the plat in the current urban service area, or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the approved plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Guide Plan, official controls, platting or dedication requirements enacted after the date of this Agreement.
5. **Development Plans.** The Subject Property shall be developed in accordance with the following plans, specifications and contract documents, original copies of which are on file with the City Engineer. The plans and contract documents may be prepared, subject to City approval, after entering this Agreement, but before commencement of any work on the Subject Property. If the plans vary from the written terms of this Agreement, the written terms shall control. The plans are:

Plan A – Plat

Plan B – Soil Erosion Control Plan and Schedule

Plan C – Drainage and Storm Water Runoff Plan

Plan D – Plans and Specifications for Public Improvements

Plan E – Grading Plan

Plan F – Street Lights – Not Applicable

Plan G – Landscape Improvements

All Improvements, including Developer Improvements and City-Installed Public Infrastructure Improvements (if any) that lie within the public right-of-way or easements and are improvements listed in Minnesota Statutes, Section 429.021 (hereinafter the “**Public Improvements**”) will be designed by the Developer and must be approved by the City Engineer; provided, however, that, for the avoidance of doubt, the Developer has no obligations to construct improvements within the public right-of-way known as Adalyn Avenue (but shall be responsible for any damage within the public right-of-way caused by the Developer or its contractors). The Developer will prepare plans and specifications for Public Improvements which shall be approved by the City Engineer. Such approvals shall not be

unreasonably withheld and the City shall approve or provide Developer with necessary revision comments within 30 calendar days of Developer submittal of Public Improvement plans and specifications. The City will perform all construction inspection for the Public Improvements, at the Developer's expense. Construction inspection includes but is not limited to inspection, documentation, and monitoring.

6. **Installation by Developer.** The Developer shall install or cause to be installed and pay for the following in accordance with the approved plans for the Subject Property (the "**Developer Improvements**"):
 - a. Surveying and staking
 - b. Surface improvements (paved streets, sidewalks, etc.)
 - c. Water main improvements
 - d. Sanitary sewer improvements
 - e. Storm sewer improvements
 - f. Setting of lot and block monuments
 - g. Gas, electric, telephone, and cable lines
 - h. Site grading
 - i. Landscaping
 - j. Other items as necessary to complete the development as stipulated herein or in other agreements
7. **Time of Performance.** The Developer shall install all required improvements, excepting the wear course of pavement, enumerated in Paragraph 6 that will serve the subject property by within eighteen (18) months from the date of this Agreement, subject to delays due to inclement weather, casualty, labor strikes, material shortages, or other force majeure not within the Developer's reasonable control. The pavement wear course shall be completed by within eighteen (18) months from the date of this Agreement. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date.
8. **[This Section Intentionally Left Blank]**
9. **[This Section Intentionally Left Blank]**
10. **Security for Developer Improvements.** To guarantee compliance with the terms of this Agreement, payment of the costs of all Developer Improvements, and construction of all Developer Improvements (as noted in Paragraph 6), the Developer shall furnish the City with a cash deposit or irrevocable letter of credit from a local bank ("**Security**") in the amount of Sixty-Nine Thousand Dollars (\$69,000). Additional security will be required as part of the development of Block 1, Lot 1 of the Rosecott Place Apartments Addition. The amount of the security was calculated as follows:

Letter of Credit for Developer Improvements (due with signed agreement)

Item	Cost	110%	Calculation
Grading and Erosion Control	\$ 25,515	\$ 28,067	\$3500/ac x 7.29 acres.
Pond Restoration and Erosion Control Removal	\$ 13,912	\$ 15,303	
Survey Monumentation	\$ 500	\$ 550	\$500/lot x 1 lots
Landscaping	\$ 22,800	\$ 25,080	Per City Planner (75 trees x \$300)
Street Lights	\$ -	\$ -	\$7500/light x 0 lights
Surface Improvements		\$ -	Private Improvements
Water Main Improvements		\$ -	Private Improvements
Sanitary Sewer Improvements		\$ -	Private Improvements
Storm Sewer Improvements		\$ -	Private Improvements
Total	\$ 62,727	\$ 69,000	

Refer to Exhibit A for an explanation of each item.

The bank and form of the letter of credit or other security shall be subject to the approval of the City Administrator. The letter of credit shall be automatically renewable until the City releases the developer from responsibility. The letter of credit shall secure compliance with all terms of this Agreement and all obligations of the Developer under it. The City may draw down on the letter of credit without notice if the obligations of the Developer have not been completed as required by this Agreement. In the event of a default under this Subdivision Agreement by the Developer, the City shall furnish the Developer with written notice by certified mail of Developers default(s) under the terms of this Subdivision Agreement. If the Developer does not commence curing said default(s) and is diligently proceeding to cure said default(s) within two (2) weeks of receiving notice (with the exception of emergency situations), the City may draw on the letter of credit and take such steps as it deems necessary to remedy the default. With City approval (such approval not to be unreasonably withheld), the letter of credit may be reduced from time to time as financial obligations are paid and Developer Improvements and other Developer obligations are completed to the City's requirements. In addition, with City approval (such approval not to be unreasonably withheld), in the event the Security is in the form of an letter of credit, prior to the full release of the Security, the Developer may replace said letter of credit with a cash escrow or a combination of a cash escrow and a letter of credit in an amount equal to the then-current Security.

11. **Grading Plan/Site Grading.** Site grading shall be completed by the Developer at its cost and approved by the City Engineer. The completion of grading activities will need to be coordinated by the City in conjunction with the installation of utilities. Developer shall furnish the City Engineer satisfactory proof of payment for the site grading work and shall submit a certificate of survey of the development to the City as the site grading is completed by phase, with street and lot grades. If the installation of utilities by the City is occurring simultaneously with the grading, the utility contractor shall have preference over the grading activities. No substantial grading activities can be completed over installed utilities unless otherwise protected. All improvements to the lots and the final grading shall comply with the grading plan as submitted and shall be the responsibility of the Developer.
12. **License.** The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Subject Property to perform all work and inspections deemed appropriate by the City. Such license shall terminate as to all lots within the Subject Property

upon acceptance by the City of the Public Improvements. Notwithstanding the foregoing the City retains all authority to perform inspections authorized or required by law.

13. **Erosion Control.** Prior to site grading, and before any utility construction is commenced or building permits are issued, the erosion control plan, Plan B, shall be implemented, inspected and approved by the City. All areas disturbed by the excavation and backfilling operations shall be reseeded within 72 hours after the completion of the work in that area. Except as otherwise provided in the erosion control plan, seed shall be rye grass or other fast-growing seed suitable to the existing soil to provide a temporary ground cover as rapidly as possible. All seeded areas shall be mulched and disc-anchored as necessary for seed retention.

All basement and/or foundation excavation spoil piles shall be kept completely off City right-of-way and shall be surrounded completely with an approved erosion control silt fence. Approved erosion control fencing shall be installed around the perimeter of each lot or at City-approved locations at the time of building permit issuance and remain in place until the lot is seeded or sodded. A 20-foot opening will be allowed on each lot for construction deliveries.

The parties recognize that time is critical in controlling erosion. If development does not comply with the erosion control plan and schedule, or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion. This right also applies to the required erosion control for basement and/or foundation excavation spoil piles. The City will attempt to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's or City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work within thirty (30) days, the City may draw down the letter of credit to pay any costs. No development will be allowed, and no building permits will be issued unless the Subject Property is in full compliance with the erosion control requirements.

14. **Planting and Seeding.** Landscaping shall be in accordance with Landscape Plans approved by the City Planner.
15. **Clean up.** The Developer shall clean streets of dirt and debris that has resulted from construction work by the Developer, its agents or assignees. The City will inspect the site on a weekly basis and determine whether it is necessary to take additional measures to clean dirt and debris from the streets. Costs for City inspection of onsite erosion and sediment control shall be at the Developer's expense. After a 24-hour verbal or written notice to the Developer, the City will complete or contract to complete the clean-up at the Developer's expense in accordance with the procedures specified in Paragraph 13. The Developer shall inspect and, if necessary, clean all catch basins, sumps, and ponding areas of erosion/siltation and restore to the original condition at the end of construction within this development. All silt fence and other erosion control should be removed following the establishment of turf. These items are to be secured through the letter of credit as is noted in Exhibit A.
16. **Ownership of Improvements.** Upon completion and City acceptance of the work and construction required by this Agreement, the Public Improvements lying within public rights-of-way and easements shall become City property without further notice or action unless the improvements are specifically identified herein as private infrastructure, and at such time the

City shall be responsible for all maintenance, repair, and improvement of the same except as otherwise set forth in this Agreement.

17. **Warranty.** The Developer warrants all work required to be performed by it against poor material and faulty workmanship for a period of two (2) years after its completion and acceptance by the City or such longer period as is specified in plans and specifications for Public Improvements.

All trees, grass and sod shall be warranted to be alive, of good quality and disease free for twenty-four (24) months after planting.

Vegetation surrounding ponds and/or wetlands shall be warranted to be alive, of good quality and weed free for three (3) years after planting.

For each pond/wetland in the development, the developer shall provide to the City Engineer an inspection report by July 31st each year which includes the following:

- a. Date of inspection.
- b. Name of person responsible for inspection.
- c. Photos of the pond/wetland area confirming the vegetation is established as intended.
- d. Maintenance plan describing the required maintenance activities and tentative schedule.

18. **Responsibility for Costs.**

- a. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the Subject Property including, but not limited to, Soil and Water Conservation District charges, legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the subdivision and the plat, the preparation of this Agreement and any amendments hereto, and all costs and expenses incurred by the City in monitoring and inspecting the development of the Subject Property.
- b. The Developer shall reimburse the City for costs incurred in the preparation and enforcement of this Agreement, including engineering and attorney's fees. Upon request, the City shall provide invoices, in reasonable detail, as to any such fees. The estimated City fees of Fifteen Thousand Sixty-Five Dollars (\$15,065) shall be deposited with the City at the time this Agreement is signed, and represent the following amounts:

City Fees (due with signed agreement; based on Block 1, Lot 2)		
Item	Cost	Calculation
Engineering Fees	\$ 8,347	
Attorney Fees	\$ 1,669	Estimate
5% City Administrative Fees	\$ 4,174	
Street Light Energy Cost	\$ -	0 lights x 24 months x \$30/month
GIS Fees	\$ 875	\$120/acre x 7.29 acres
Trail Fog Seal	\$ -	\$0.35/SF x 0 SF
Seal Coating	\$ -	\$1.70/SY x 0 SY
Total	\$ 15,065	

If the actual City fees exceed this estimate, the Developer shall pay the additional costs to the City within thirty (30) business days of the request. If actual City fees are lower than this estimate, any surplus funds will be returned to the developer when the project fund is reconciled and closed.

- c. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within thirty (30) business days after receipt. If the bills are not paid on time, the City may halt development work and construction including, but not limited to, the issuance of building permits for lots that the Developer 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 year.

19. Indemnification. The Developer shall hold the City and its officers, agents and employees harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat or subdivision approval and development of the Subject Property, except for any costs or expenses arising from the intentional acts or gross negligence of the City, its agents, employees or contractors. The Developer shall indemnify the City and its officers, agents and employees for all costs, damages or expenses that the City may pay or incur in consequence of such claims, including attorney's fees.

20. Insurance. The Developer agrees to take out and maintain or cause to be taken out and maintained until six months after the City has accepted the Subdivision Improvements, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of Developer's work or the work of its contractors or subcontractors. Liability limits shall not be less than \$500,000 when the claim is one for death by wrongful act or omission or for any other claim and \$2,000,000 for any number of claims arising out of a single occurrence, and twice said limits when the claim arises out of the release or threatened release of a hazardous substance. The City shall be named as an additional insured on the policy. The certificate of insurance shall provide that the City must be given the same advance written notice of the cancellation of the insurance as is afforded to the Developer.

21. Park and Utility Fees. The Developer agrees to pay fees, charges and assessments set forth in this Section prior to, or at the time of execution of this agreement by the City:

- a. Park dedication fees in the amount of \$410,000
- b. Storm Sewer Trunk Area Charges in the amount of \$50,046
- c. Sanitary Sewer Trunk Area Charges in the amount of \$7,837
- d. Watermain Trunk Area Charges in the amount of \$47,385

Or other amounts for such fees as in effect at the time of plat approval.

22. Service Charges. The Developer understands that it will be required to pay for the Subject Property fees, charges and assessments in effect at the time of issuance of building permit(s) for the Subject Property. The rates for each of these items will be set according to the current rate structure at the time the building permit is received. The fees, charges, and assessments in effect as of the date of this agreement are:

- a. Metropolitan Council Environmental Services Availability Charges per SAC unit (current rate is \$2,485).
- b. Storm Sewer Connection Charges per commercial and industrial of \$2,270/acre.
- c. Sanitary Sewer Availability Charges per SAC unit (currently at \$1,200/SAC unit).
- d. Water Availability Charges per SAC unit (currently at \$2,425/SAC unit for single family residential and multi-family residential).

23. Building Permits. No occupancy permits shall be issued until:

- a. The site grading is completed and approved by the City.
- b. All public utilities are tested, approved by the City Engineer, and in service.
- c. All curbing is installed and backfilled.
- d. The first lift of bituminous is in place and approved by the City.
- e. All building permit fees for the Subject Property are paid in full.
- f. No early building permits will be issued without prior authorization from the City Building Official.

The Developer, in executing this Agreement, assumes all liability and costs for damage or delays incurred by the City in the construction of Public Improvements caused by the Developer, its employees, contractors, subcontractors, material men or agents. No occupancy permits shall be issued until the public streets and utilities referred to in paragraph 6 and 8 are in and approved by the City (excluding the final wear course of bituminous), unless otherwise authorized in writing by the City Engineer.

24. Record Drawings. At project completion, Developer shall submit record drawings of all public and private infrastructure improvements with respect to the Subject Property in accordance with the City's Engineering Guidelines. No securities will be fully released until all record drawings have been submitted and accepted by the City Engineer.

25. Developer's Default. In the event of default by the Developer as to any of the work to be performed by it hereunder within two (2) weeks of receiving notice from the City (with the exception of emergency situations), the City may, at its option, perform the work and the

Developer shall promptly reimburse the City for any expense incurred by the City. 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 land. When the City does any such work, the City may, in addition to its other remedies, draw on the letter of credit or other security described in section 10, or levy the cost in whole or in part as a special assessment against the Subject Property. Developer waives its rights to notice of hearing and hearing on such assessments and its right to appeal such assessments pursuant to Minnesota Statutes, Section 429.081.

26. Miscellaneous.

- a. The Developer represents to the City that the development of the Subject Property, the subdivision and the plat comply with all city, county, metropolitan, state and federal laws and regulations including, but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the City determines that the subdivision, or the plat, or the development of the Subject Property does not comply, the City may, at its option, refuse to allow construction or development work on the Subject Property until the Developer does comply, provided the Developer is first given two (2) weeks' notice and opportunity to cure (with the exception of emergency situations). Upon the City's demand, the Developer shall cease work until there is compliance, provided the Developer is first given two (2) weeks' notice and opportunity to cure (with the exception of emergency situations).
- b. Third parties shall have no recourse against the City under this Agreement.
- c. Breach of the terms of this Agreement by the Developer which is not cured as required hereunder shall be grounds for denial of building permits for the Subject Property.
- d. If any portion, section, subsection, sentence, clause, paragraph or phase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- e. If building permits are issued prior to the completion and acceptance of Public Improvements, the Developer assumes all liability and costs resulting in delays in completion of Public Improvements and damage to Public Improvements caused by the City, the Developer, its contractors, subcontractors, material men, employees, agents or third parties.
- f. 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 shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- g. This Agreement shall run with the land and may be recorded against the title to the Subject Property. The Developer shall take such steps, including execution of amendments to this Agreement, as are necessary to effect the recording hereof. After the Developer has completed the work required of it under this Agreement, at the

Developer's request, the City will execute and deliver to the Developer a release in recordable form, substantially similar to the form attached as Exhibit C.

- h. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to the City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.
 - i. The Developer may not assign this Agreement without the written permission of the City Council, which consent shall not be unreasonably withheld.
 - j. The Developer acknowledges that the City may issue additional requirements outside of the 2023 General Specifications and Standard Detail Plates for Street and Utility Construction or the 2008 Engineering Guidelines as the City is in the process of updating these documents. The review process may require additional time and expense due to this process, which shall be the Developer's responsibility. The Developer shall not be billed for the time required for the City to update and approve their revisions to the 2023 General Specifications and Standard Details Plates for Street and Utility Construction or the 2008 Engineering Guidelines.
 - k. The City acknowledges and agrees that with respect to the City's rights as a third-party beneficiary of that certain Declaration of Covenants, Conditions and Restrictions Prestwick Place Master Development Plan Planned Unit Development Agreement dated November 7, 2007, filed March 10, 2008, as Document No. 2576606 and 624799 (the "Declaration"), this Agreement supersedes and replaces the Declaration with respect to the Platted Property.
 - l. Dakota County Housing and Redevelopment Authority and the City entered into that certain Subdivision Agreement March 20, 2018, filed for record January 9, 2019, in the Office of the County Recorder of Dakota County, Minnesota as Document No. 3287901, pertaining to a portion of Subject Property (collectively referred to as the "2018 Subdivision Agreement"). This Subdivision Agreement supersedes and replaces the terms of the 2018 Subdivision Agreement as applied to the Subject Property.
27. **Notices.** Required notices to the Developer shall be in writing, and shall be either hand delivered to the Developer, its employees or agents, or mailed to the Developer by registered mail at the following address:

Adalyn Avenue LLLP
Attn: Peter Orth
900 North Third St
Minneapolis, MN 55401

With copy to:

Adalyn Avenue LLLP
Attn: Jessica Welk, General Counsel
900 North Third St
Minneapolis, MN 55401

Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by registered mail in care of the City Administrator at the following address:

City Administrator
Rosemount City Hall
2875 145th Street West
Rosemount, Minnesota 55068

[Remainder of page intentionally left blank.]

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

CITY OF ROSEMOUNT

By: _____
Jeffery D. Weisensel, Mayor

By: _____
Erin Fasbender, City Clerk

STATE OF MINNESOTA)

COUNTY OF DAKOTA) SS

The foregoing instrument was acknowledged before me this _____ day of _____ 2022, by **Jeffery D. Weisensel**, Mayor, and **Erin Fasbender**, City Clerk, of the City of Rosemount, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public

[Signatures continue on following page]

DEVELOPER

ADALYN AVENUE, LLLP, a Minnesota limited liability limited partnership

By: Adalyn Avenue GP, LLC, a Minnesota limited liability company

Its: General Partner

By: _____

Name:

Its:

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____, 2023, by _____, the _____ of Adalyn Avenue GP, LLC, a Minnesota limited liability company, the General Partner of Adalyn Avenue, LLLP, a Minnesota limited liability limited partnership, on behalf of the partnership.

Notary Public

Drafted By:
City of Rosemount
2875 145th Street West
Rosemount, MN 55068

EXHIBIT A

The following clarifies the various portions of the letter of credit for Developer Improvements that are outlined in the Subdivision Agreement:

Grading & Erosion Control. A restoration and erosion control bond to ensure re-vegetation and erosion control (\$3,500/acre). Note: The minimum surety amount is set at \$25,000.

Pond Restoration/Erosion Control Removal. A security to allow for cleaning of sedimentation ponds prior to City acceptance, and removal of any installed erosion control measures such as silt fence and wood fiber blanket following development of 75 percent of adjoining lots (estimated lump sum).

Survey Monumentation. An amount equal to 110% of the cost to monument all lots within the development.

Landscaping. An amount equal to 110% of the cost to complete the minimum required landscaping. If additional landscaping is planned, a surety for that cost is not required.

Rosecott Place Apartments (Lot 1 - Copper)
EXHIBIT B (Page 1 of 2)

Letter of Credit for Developer Improvements (due with signed agreement)

No.	Item	Cost	110%	Calculation
1	Grading and Erosion Control	\$ 20,335	\$ 22,369	\$3500/ac x 5.81 acres.
2	Pond Restoration and Erosion Control Removal	\$ 11,088	\$ 12,197	
3	Survey Monumentation	\$ 500	\$ 550	\$500/lot x 1 lots
4	Landscaping	\$ 30,000	\$ 33,000	Per City Planner (100 trees x \$300)
5	Street Lights	\$ -	\$ -	\$7500/light x 0 lights
6	Surface Improvements		\$ -	Private Improvements
7	Water Main Improvements		\$ -	Private Improvements
8	Sanitary Sewer Improvements		\$ -	Private Improvements
9	Storm Sewer Improvements		\$ -	Private Improvements
Total		\$ 61,923	\$ 68,115	

City Fees (due with signed agreement; based on Block 1, Lot 1)

No.	Item	Cost	Calculation
1	Engineering Fees	\$ 6,653	
2	Attorney Fees	\$ 1,331	Estimate
3	5% City Administrative Fees	\$ 3,326	
4	Street Light Energy Cost	\$ -	0 lights x 24 months x \$30/month
5	GIS Fees	\$ 697	\$120/acre x 5.81 acres
6	Trail Fog Seal	\$ -	\$0.35/SF x 0 SF
7	Seal Coating	\$ -	\$1.70/SY x 0 SY
Total		\$ 12,007	

Development Fees (due before signed plat is released)

No.	Item	Cost	Calculation
1	Storm Sewer Trunk Charge	\$ 39,886	\$6865/net developable acre x 5.81 acres
2	Sanitary Sewer Trunk Charge	\$ 6,246	\$1075/acre x 5.81 acres
3	Water Trunk Charge	\$ 37,765	\$6500/acre x 5.81 acres
4	Park Dedication	\$ 352,500	\$2,500/unit x 141 units
Total		\$ 436,396	

Rosecott Place Apartments (Lot 2 - Croft)
EXHIBIT B (Page 1 of 2)

Letter of Credit for Developer Improvements (due with signed agreement)

No.	Item	Cost	110%	Calculation
1	Grading and Erosion Control	\$ 25,515	\$ 28,067	\$3500/ac x 7.29 acres.
2	Pond Restoration and Erosion Control Removal	\$ 13,912	\$ 15,303	
3	Survey Monumentation	\$ 500	\$ 550	\$500/lot x 1 lots
4	Landscaping	\$ 22,800	\$ 25,080	Per City Planner (75 trees x \$300)
5	Street Lights	\$ -	\$ -	\$7500/light x 0 lights
6	Surface Improvements		\$ -	Private Improvements
7	Water Main Improvements		\$ -	Private Improvements
8	Sanitary Sewer Improvements		\$ -	Private Improvements
9	Storm Sewer Improvements		\$ -	Private Improvements
Total		\$ 62,727	\$ 69,000	

City Fees (due with signed agreement; based on Block 1, Lot 2)

No.	Item	Cost	Calculation
1	Engineering Fees	\$ 8,347	
2	Attorney Fees	\$ 1,669	Estimate
3	5% City Administrative Fees	\$ 4,174	
4	Street Light Energy Cost	\$ -	0 lights x 24 months x \$30/month
5	GIS Fees	\$ 875	\$120/acre x 7.29 acres
6	Trail Fog Seal	\$ -	\$0.35/SF x 0 SF
7	Seal Coating	\$ -	\$1.70/SY x 0 SY
Total		\$ 15,065	

Development Fees (due before signed plat is released)

No.	Item	Cost	Calculation
1	Storm Sewer Trunk Charge	\$ 50,046	\$6865/net developable acre x 7.29 acres
2	Sanitary Sewer Trunk Charge	\$ 7,837	\$1075/acre x 7.29 acres
3	Water Trunk Charge	\$ 47,385	\$6500/acre x 7.29 acres
4	Park Dedication	\$ 410,000	\$2,500/unit x 141 units
Total		\$ 515,268	

Rosecott Place Apartments
EXHIBIT B (Page 2 of 2)

Totals		
Block	Lots	Units
1	2	305
Total	2	305
Total Plat Area = 13.098 acres		
Total Park Area = 0.000 acres		
Future Plat Area = 0.000 acres		
Developable Area * = 13.098 acres		
Ponding to HWL = 1.113 acres		
Net Developable Area = 11.985 acres		

* Excludes future plat and park areas (all outlots)

Block	Lot	Units	SQ FT	Acres
1	1	141	303,665.000	6.971
1	2	164	238,021.000	5.464
ROW			28,851.000	0.662
Total Boundary			570,537.000	13.098

ROSEMOUNT SCHEDULE OF RATES				
COPPER (LOT 1)				
Market Rate Units	141			
SAC Determination	143			
Acres - Buildable	5.81			
Estimated Contract Value	\$	-		
<u>CONNECTION CHARGES (Tentative, final determination by Building Official)</u>				
	Per Unit	Per Acre	Flat	ESTIMATE
MCES - SAC (Sewer Availability Charge)	\$ 2,485	\$ -	\$ -	\$ 355,355
City - SAC (sanitary sewer)	\$ 1,200	\$ -	\$ -	\$ 171,600
City - WAC (water)	\$ 2,475			\$ 353,925
Stormwater Connection Charge	\$ 290	\$ -	\$ -	\$ 41,470
<u>BUILDING PERMIT</u>				
Building Permit	\$ -	\$ -	\$ -	\$ -
Plan Check Fees	\$ -	\$ -	\$ -	\$ -
<u>PARK DEDICATION (HIGH DENSITY)</u>				
	\$ 2,500	\$ -	\$ -	\$ 352,500
<u>ASSESSMENT / "DEVELOPMENT FEES"</u>				
City - Sanitary Trunk Assessment	\$ -	\$ 1,075	\$ -	\$ 6,246
Water Trunk Assessment	\$ -	\$ 6,500	\$ -	\$ 37,765
Stormwater Trunk Assesment	\$ -	\$ 6,865	\$ -	\$ 39,886
<u>FIXED</u>				
	<i>Cost</i>		<i>%</i>	
Engineering Fees (split)	\$ 15,000	\$ -	44.35%	\$ 6,653
Attorney Fees (split)	\$ 3,000	\$ -	44.35%	\$ 1,331
City Admin Fees	\$ 7,500	\$ -	44.35%	\$ 3,326
GIS Fees	\$ 1,572	\$ -	44.35%	\$ 697
	<i>Cost</i>	<i>110%</i>	<i>%</i>	
<u>LOC</u>				
Grading and Erosion Control	\$ 45,850	\$ 50,435	44.35%	\$ 22,369
Pond Restoration and Erosion Control Removal	\$ 25,000	\$ 27,500	44.35%	\$ 12,197
Survey Monumentation	\$ 500	\$ 550	100.00%	\$ 550
Landscaping	\$ 52,800	\$ 58,080	56.82%	\$ 33,000
SUBTOTAL - Connection Charges				
	\$ -	\$ -	\$ -	\$ 922,350
SUBTOTAL - Building Permit				
	\$ -	\$ -	\$ -	\$ -
SUBTOTAL - Park Dedication				
	\$ -	\$ -	\$ -	\$ 352,500
SUBTOTAL - Assessment/"Development Fees"				
	\$ -	\$ -	\$ -	\$ 83,896
FIXED				
	\$ -	\$ -	\$ -	\$ 12,007
LOC				
	\$ -	\$ -	\$ -	\$ 68,115
TOTAL				\$ 1,438,868

ROSEMOUNT SCHEDULE OF RATES				
CROFT (LOT 2)				
Affordable Units	164			
(SAC * <i>Estimate</i>)	166			
Acres - Buildable (+ ROW)	7.29			
Estimated Contract Value	\$	-	TBD	\$ -
<u>CONNECTION CHARGES (Tentative, final determination by Building Official)</u>				
	Per Unit	Per Acre	Flat	ESTIMATE
MCES - SAC (Sewer Availability Charge)	\$ 2,485	\$ -	\$ -	\$ 412,510
City - SAC (sanitary sewer)	\$ 1,200	\$ -	\$ -	\$ 199,200
City - WAC (water)	\$ 2,475			\$ 410,850
Stormwater Connection Charge	\$ 290	\$ -	\$ -	\$ 48,140
<u>BUILDING PERMIT</u>				
Building Permit	\$ -	\$ -	\$ -	\$ -
Plan Check Fees	\$ -	\$ -	\$ -	\$ -
<u>PARK DEDICATION (HIGH DENSITY)</u>				
	\$ 2,500	\$ -	\$ -	\$ 410,000
<u>ASSESSMENT / "DEVELOPMENT FEES"</u>				
City - Sanitary Trunk Assessment	\$ -	\$ 1,075	\$ -	\$ 7,837
Water Trunk Assessment	\$ -	\$ 6,500	\$ -	\$ 47,385
Stormwater Trunk Assesment	\$ -	\$ 6,865	\$ -	\$ 50,046
<u>FIXED</u>				
	<i>Cost</i>		<i>%</i>	
Engineering Fees (split)	\$ 15,000	\$ -	55.65%	\$ 8,347
Attorney Fees (split)	\$ 3,000	\$ -	55.65%	\$ 1,669
City Admin Fees	\$ 7,500	\$ -	55.65%	\$ 4,174
GIS Fees	\$ 1,572	\$ -	55.65%	\$ 875
	<i>Cost</i>	<i>110%</i>	<i>%</i>	
<u>LOC</u>				
Grading and Erosion Control	\$ 45,850	\$ 50,435	55.65%	\$ 28,067
Pond Restoration and Erosion Control Removal	\$ 25,000	\$ 27,500	55.65%	\$ 15,303
Survey Monumentation	\$ 500	\$ 550	100.00%	\$ 550
Landscaping	\$ 52,800	\$ 58,080	43.18%	\$ 25,080
SUBTOTAL - Connection Charges				
	\$ -	\$ -	\$ -	\$ 1,070,700
SUBTOTAL - Building Permit				
	\$ -	\$ -	\$ -	\$ -
SUBTOTAL - Park Dedication				
	\$ -	\$ -	\$ -	\$ 410,000
SUBTOTAL - Assessment/"Development Fees"				
	\$ -	\$ -	\$ -	\$ 105,268
FIXED				
	\$ -	\$ -	\$ -	\$ 15,065
LOC				
	\$ -	\$ -	\$ -	\$ 69,000
TOTAL				\$ 1,670,033
				\$ 3,108,901

	Acres	
LOT 1 (Market Rate)	5.81	44.35%
LOT 2 (Affordable)	6.63	50.61%
ROW	0.66	5.04%
	13.10	
	Units	
LOT 1 (Copper)	141	46.23%
LOT 2 (Croft)	164	53.77%
	305	

ROW: Allocate

\$ 709.50

\$ 4,290.00

\$ 4,530.90

\$ 9,530.40

ROW: Allocate

\$ 2,541.00

\$ 1,385.50

\$ 27.71

\$ 3,954.21

ATTACHMENT ONE

Rosecott Place Apartments Addition Final Plat

26798641v5

ROSECOTT PLACE APARTMENTS

KNOW ALL PERSONS BY THESE PRESENTS, That Dakota County Community Development Agency, a public body corporate and politic, has caused the following described property situated in the County of Dakota and State of Minnesota, to wit:

OUTLOT A, Prestwick Place Townhomes, City of Rosemont, Dakota County, Minnesota

has caused the same to be surveyed and platted as ROSECOTT PLACE APARTMENTS and does hereby dedicate to the public for public use the public ways and drainage and utility easements as created by this plat.

In witness whereof said Dakota County Community Development Agency, a public body corporate and politic, has caused these presents to be signed by its proper officer this _____ day of _____, 2023.

Signed, Dakota County Community Development Agency

By _____ Executive Director

(Name Printed)

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2023 by _____ Executive Director

of Dakota County Community Development Agency, a public body corporate and politic.

(Signature)

(Name Printed)

Notary Public, _____ County, _____

My Commission Expires _____

SURVEYOR'S CERTIFICATE

I, _____, a duly licensed land surveyor in the State of Minnesota, have surveyed the above described property and have caused the same to be surveyed and platted as ROSECOTT PLACE APARTMENTS and does hereby dedicate to the public for public use the public ways and drainage and utility easements as created by this plat.

In witness whereof said Dakota County Community Development Agency, a public body corporate and politic, has caused these presents to be signed by its proper officer this _____ day of _____, 2023.

Signed, Dakota County Community Development Agency

By _____ Executive Director

(Name Printed)

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2023, by _____ Executive Director

of Dakota County Community Development Agency, a public body corporate and politic.

(Signature)

(Name Printed)

Notary Public, _____ County, _____

My Commission Expires _____

SURVEYOR'S CERTIFICATE

I, _____, a duly licensed land surveyor in the State of Minnesota, have surveyed the above described property and have caused the same to be surveyed and platted as ROSECOTT PLACE APARTMENTS and does hereby dedicate to the public for public use the public ways and drainage and utility easements as created by this plat.

In witness whereof said Dakota County Community Development Agency, a public body corporate and politic, has caused these presents to be signed by its proper officer this _____ day of _____, 2023.

Signed, Dakota County Community Development Agency

By _____ Executive Director

(Name Printed)

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2023, by _____ Executive Director

of Dakota County Community Development Agency, a public body corporate and politic.

(Signature)

(Name Printed)

Notary Public, _____ County, _____

My Commission Expires _____

SURVEYOR'S CERTIFICATE

I, _____, a duly licensed land surveyor in the State of Minnesota, have surveyed the above described property and have caused the same to be surveyed and platted as ROSECOTT PLACE APARTMENTS and does hereby dedicate to the public for public use the public ways and drainage and utility easements as created by this plat.

In witness whereof said Dakota County Community Development Agency, a public body corporate and politic, has caused these presents to be signed by its proper officer this _____ day of _____, 2023.

Signed, Dakota County Community Development Agency

By _____ Executive Director

(Name Printed)

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2023, by _____ Executive Director

of Dakota County Community Development Agency, a public body corporate and politic.

(Signature)

(Name Printed)

Notary Public, _____ County, _____

My Commission Expires _____

SURVEYOR'S CERTIFICATE

I, _____, a duly licensed land surveyor in the State of Minnesota, have surveyed the above described property and have caused the same to be surveyed and platted as ROSECOTT PLACE APARTMENTS and does hereby dedicate to the public for public use the public ways and drainage and utility easements as created by this plat.

In witness whereof said Dakota County Community Development Agency, a public body corporate and politic, has caused these presents to be signed by its proper officer this _____ day of _____, 2023.

Signed, Dakota County Community Development Agency

By _____ Executive Director

(Name Printed)

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2023, by _____ Executive Director

of Dakota County Community Development Agency, a public body corporate and politic.

(Signature)

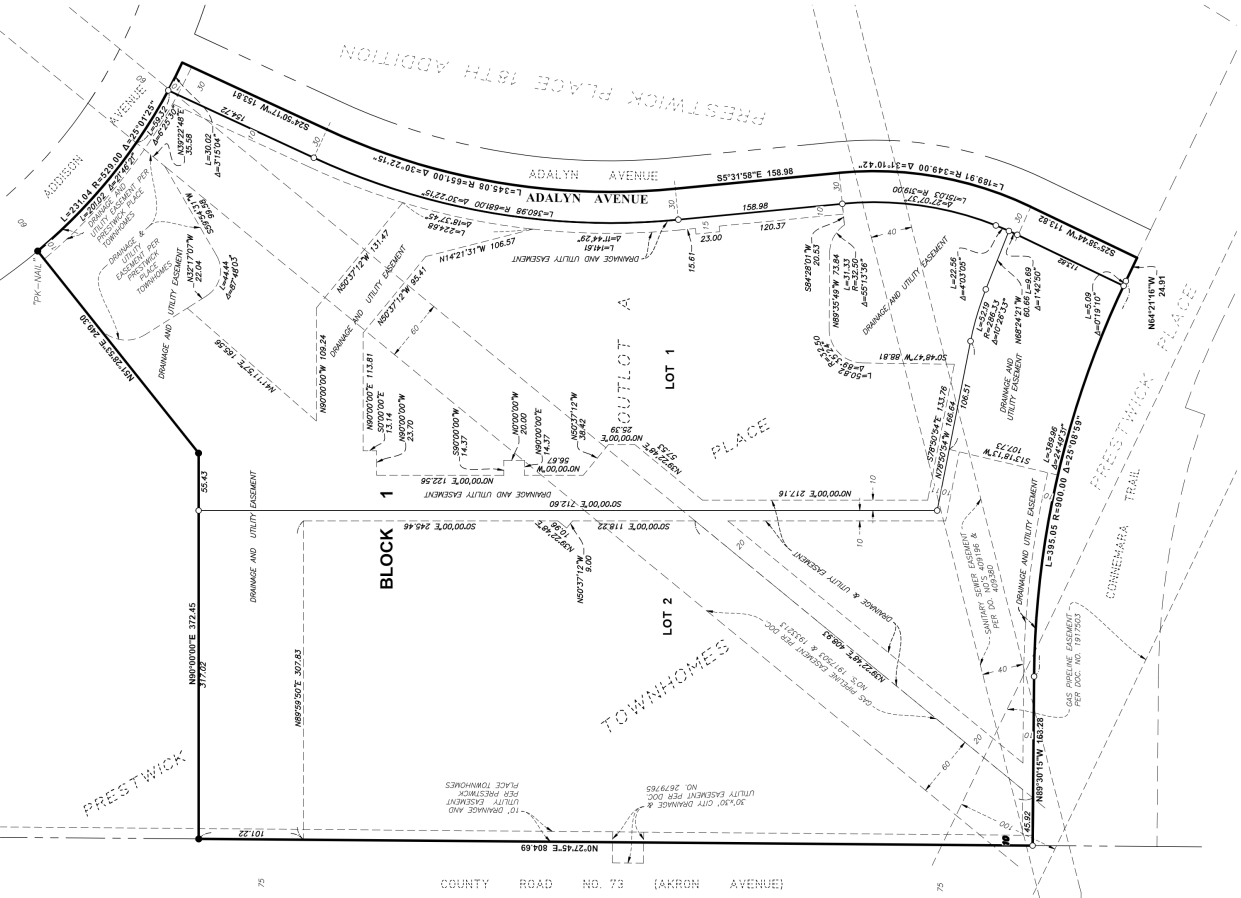
(Name Printed)

Notary Public, _____ County, _____

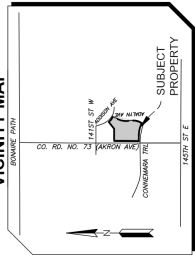
My Commission Expires _____

SURVEYOR'S CERTIFICATE

I, _____, a duly licensed land surveyor in the State of Minnesota, have surveyed the above described property and have caused the same to be surveyed and platted as ROSECOTT PLACE APARTMENTS and does hereby dedicate to the public for public use the public ways and drainage and utility easements as created by this plat.



VICINITY MAP



City Council Regular Meeting: November 6, 2023

AGENDA ITEM: Life Time Facility - Change Order #1	AGENDA SECTION: UNFINISHED BUSINESS
PREPARED BY: Dan Schultz, Parks & Recreation Director	AGENDA NO. 8.a.
ATTACHMENTS: Life Time Co 1 details, Life Time Facility CO#1	APPROVED BY: LJM
RECOMMENDED ACTION: Staff is recommending the City Council approve change order #1 for the Life Time Facility as listed in the Executive Summary and detailed in attached documents.	

BACKGROUND

In May of 2023, the City Council started awarded construction contracts for the Life Time Facility. The project is progressing as expected and we have encountered a few changes that are needed. These changes are requiring that staff submit change order #1 to the City Council for your review and consideration. The proposed changes are listed below and are detailed in the attached documents.

Aquatics	\$3,683.00
Structural	\$(88,022.00)
Concrete	\$38,217.00
Civil	\$57,080.68
HVAC & Plumbing	\$58,761.57

The funds needed for the change orders will come from the project contingency fund which is budgeted at \$884,000.

RECOMMENDATION

Staff is recommending the City Council approve change order #1 for the Life Time Facility as listed in the Executive Summary and detailed in attached documents.

Life Time Co 1

Civil – Co 1 = \$57,080.68

2	Add aggregate base for temp parking, staging and temp trailer area in the NW portion of the site. (SM Hentges CE#001)	\$14,007.40
3	Structure Slide Gate and Pond Grading: RFI #11 Plan Changes incorporated into Contract. (SM Hentges CE-004)	\$(5,143.50)
4	Met Council Changes - Pool Backwash to Storm - All Changes per RFI #27 revisions. (SM Hentges CE#010)	\$15,813.97
7	2 Extra Loads of Aggregate Base for Laydown (SM Hentges CE#011)	\$755.30
8	Stoop Frost Footings: Structural Drawings Omitted frost footings at stoops. This change incorporates adding footings under all exterior building door stoops to prevent frost upheaval. (SM Hentges CE #013)	\$5,015.81
9	Drainage Flow into Southside of Pond: This change shall incorporate all design changes produced in RFI #25 response from Civil Engineer.	\$23,039.10
10	Excavation for a temporary septic tank at Office Trailer and sacrificial owner supplied Pex line burial to building: S.M. Hentges will remove the tank for the supplier to pick up at the end of the job and backfill and compact the hole for paving where the tank was installed (SM Hentges CE#015)	\$3,592.60

Notes:

#2, it had not yet been decided at the time of bidding on where the temporary trailer would be located or how large the area would be.

#3 was a credit of \$5,143.50 for fields changes to the grading to the slide gate.

#4 was a requested change from dating the Met Council to drain pool form sanitary sewer were from sanitary sewer to storm.

#7 was for additional loads of aggregate base for expanding the staging area.

#8 was work related to adding the frost footings for the stoops.

#9 was to add stoop frost footing that were not included in the original drawings.

#10 was for a temporary septic tank at the office trailer.

Aquatics Co 1 = \$3,683.00

2	Post Bid Addendum # 03 - # 06 : This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include Addendum 3, 4, 5, and 6 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.	\$3,683.00
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Notes:

#2 was for changes that were requested by MN Department of Health relating to the design and operations of the pool.

HVAC Plumbing Co 1 = \$58,761.57

1	Post Bid Addendum # 03 - # 06 : This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include Addendum 3, 4, 5, and 6 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.	\$38,736.01
4	Met Council Changes - Pool Backwash to Storm - All Changes per RFI #27 revisions.	\$20,025.56

Notes:

#1 changes were that requested by MN Department of Health relating to the design and operations of the pool.

#4 was a requested change from dating the Met Council to drain pool form sanitary sewer were from sanitary sewer to storm.

Structural Co 1 = \$(88,022.00)

4	All cost associated with changing pre-cast stem wall connection to embed type.	\$(88,022.00)
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Notes:

#4 was to switch from grout setting to embedded wall connections, cost savings of \$88,022.

Concrete Co 1 = \$38,217.00

3	Stoop Frost Footings: Structural Drawings Omitted frost footings at stoops. This change incorporates adding footings under all exterior building door stoops to prevent frost upheaval.	\$38,217.00
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Notes:

#3 was for the stoop frost footings that were not in the original plan set.



CCO #001

APPROVED

001: Aquatic Changes - Through 9.30.23

PROJECT: Life Time Athletic-Rosemount 14290 Akron Avenue Rosemount, MN 55068	CONTRACT INFORMATION: Contract For: 0034101-13A-Aquatics Date: 05/23/2023	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: 10/04/23
OWNER: Rosemount Port Authority 2875 145th Street West Rosemount, MN 55068	ARCHITECT: LTF Architecture, LLC 2900 Corporate Place Chanhassen, MN 55317	CONSTRUCTION MANAGER: LTF Construction Company, LLC 2900 Corporate Place Chanhassen, MN 55317
CONTRACTOR: Global Specialty Contractors Inc 3220 Terminal Drive Eagan, Minnesota 55121		

THE CONTRACT IS CHANGED AS FOLLOWS:

CE #2 - ASI # 01 -Re-Bid Document Changes

This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include ASI #1 revisions.

CE #3 - Post Bid Addendum # 03 - # 06

This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include Addendum 3, 4, 5, and 6 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.

CE #8 - CCD #1 - Outdoor Pickleball Court Changes

This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include CCD #1 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.

CHANGE ORDER LINE ITEMS:

#	Description	Amount
1	ASI # 01 -Re-Bid Document Changes: This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include ASI #1 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.	\$0.00
2	Post Bid Addendum # 03 - # 06 : This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include Addendum 3, 4, 5, and 6 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.	\$3,683.00
3	CCD #1 - Outdoor Pickleball Court Changes: This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include CCD #1 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.	\$0.00
Grand Total:		\$3,683.00

The original Contract Sum was	\$ 3,719,000.00
Net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 3,719,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 3,683.00
The new Contract Sum including this Change Order will be	\$ 3,722,683.00

The Contract Time will be increased by 0 days

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.

Life Time Architecture

ARCHITECT (Firm name)

DocuSigned by:

Aaron Ludvigson

SIGNATURE

Senior Project Manager

PRINTED NAME AND TITLE

10/11/2023

DATE:

CONTRACTOR (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE:

LTF Construction Company, LLC.

CONSTRUCTION MANAGER (Firm name)

DocuSigned by:

Chase Porter

SIGNATURE

Sr. Project Manager

PRINTED NAME AND TITLE

10/11/2023

DATE:

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE:



CCO #001

APPROVED

001: Structural Changes thru 9.30.23

PROJECT: Life Time Athletic-Rosemount 14290 Akron Avenue Rosemount, MN 55068	CONTRACT INFORMATION: Contract For: 0034101-03B-Structural Steel and Precast Walls Date: 05/23/2023	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: 09/26/23
OWNER: Rosemount Port Authority 2875 145th Street West Rosemount, MN 55068	ARCHITECT: LTF Architecture, LLC 2900 Corporate Place Chanhassen, MN 55317	CONSTRUCTION MANAGER: LTF Construction Company, LLC 2900 Corporate Place Chanhassen, MN 55317
CONTRACTOR: LeJeune Steel Company 118 West 60th Street Minneapolis, Minnesota 55419		

THE CONTRACT IS CHANGED AS FOLLOWS:

CE #2 - ASI # 01 -Re-Bid Document Changes

This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include ASI #1 revisions.

CE #3 - Post Bid Addendum # 03 - # 06

This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include Addendum 3, 4, 5, and 6 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.

CE #8 - CCD #1 - Outdoor Pickleball Court Changes

This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include CCD #1 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.

CE #9 - Structural - Precast Stem Wall Connection (Grout tube to Embed)

All cost associated with changing from a grout tube to an embed plate connection between the precast wall panels to foundation stem walls.

CHANGE ORDER LINE ITEMS:

#	Description	Amount
1	ASI # 01 -Re-Bid Document Changes: This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include ASI #1 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.	\$0.00
2	Post Bid Addendum # 03 - # 06 : This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include Addendum 3, 4, 5, and 6 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.	\$0.00
3	CCD #1 - Outdoor Pickleball Court Changes: This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include CCD #1 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.	\$0.00
4	All cost associated with changing pre-cast stem wall connection to embed type.	\$(88,022.00)
Grand Total:		\$(88,022.00)

The original Contract Sum was	\$ 5,746,580.00
Net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 5,746,580.00
The Contract Sum will be increased by this Change Order in the amount of	(\$88,022.00)
The new Contract Sum including this Change Order will be	\$ 5,658,558.00

The Contract Time will be increased by 0 days

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.

Life Time Architecture

ARCHITECT (Firm name)

DocuSigned by:

Aaron Ludvigson

SIGNATURE

Senior Project Manager

PRINTED NAME AND TITLE

10/11/2023

DATE:

LTF Construction Company, LLC.

CONSTRUCTION MANAGER (Firm name)

DocuSigned by:

Chase Norton

SIGNATURE

Sr. Project Manager

PRINTED NAME AND TITLE

10/11/2023

DATE:

CONTRACTOR (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE:

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE:



CCO #001

APPROVED**001: Concrete Changes through 9.30.22**

PROJECT: Life Time Athletic-Rosemount 14290 Akron Avenue Rosemount, MN 55068	CONTRACT INFORMATION: Contract For: 0034101-03A-Foundations & Masonry Date: 05/23/2023	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: 10/04/23
OWNER: Rosemount Port Authority 2875 145th Street West Rosemount, MN 55068	ARCHITECT: LTF Architecture, LLC 2900 Corporate Place Chanhassen, MN 55317	CONSTRUCTION MANAGER: LTF Construction Company, LLC 2900 Corporate Place Chanhassen, MN 55317
CONTRACTOR: B&D Associates, LLC 1410 Sylvan Street, Suite 200 St. Paul, Minnesota 55117		

THE CONTRACT IS CHANGED AS FOLLOWS:CE #2 - ASI # 01 -Re-Bid Document Changes

This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include ASI #1 revisions.

CE #3 - Post Bid Addendum # 03 - # 06

This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include Addendum 3, 4, 5, and 6 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.

CE #10 - Stoop Frost Footings

Structural Drawings Omitted frost footings at stoops. This change incorporates adding footings under all exterior building door stoops to prevent frost upheaval.

CHANGE ORDER LINE ITEMS:

#	Description	Amount
1	ASI # 01 -Re-Bid Document Changes: This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include ASI #1 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.	\$0.00
2	Post Bid Addendum # 03 - # 06 : This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include Addendum 3, 4, 5, and 6 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.	\$0.00
3	Stoop Frost Footings: Structural Drawings Omitted frost footings at stoops. This change incorporates adding footings under all exterior building door stoops to prevent frost upheaval.	\$38,217.00
Grand Total:		\$38,217.00

The original Contract Sum was	\$ 2,883,500.00
Net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 2,883,500.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 38,217.00
The new Contract Sum including this Change Order will be	\$ 2,921,717.00

The Contract Time will be increased by 0 days

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.

Life Time Architecture
ARCHITECT (Firm name)
DocuSigned by:

SIGNATURE

Senior Project Manager
PRINTED NAME AND TITLE

10/11/2023
DATE:

CONTRACTOR (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE:

LTF Construction Company, LLC.
CONSTRUCTION MANAGER (Firm name)
DocuSigned by:

SIGNATURE

Sr. Project Manager
PRINTED NAME AND TITLE

10/11/2023
DATE:

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE:



CCO #001

APPROVED**001: Civil Changes through 9/22/23**

PROJECT: Life Time Athletic-Rosemount 14290 Akron Avenue Rosemount, MN 55068	CONTRACT INFORMATION: Contract For: 0034101-31A-Earthwork, Utilites, and Paving Date: 05/23/2023	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: 09/25/23
OWNER: Rosemount Port Authority 2875 145th Street West Rosemount, MN 55068	ARCHITECT: LTF Architecture, LLC 2900 Corporate Place Chanhassen, MN 55317	CONSTRUCTION MANAGER: LTF Construction Company, LLC 2900 Corporate Place Chanhassen, MN 55317
CONTRACTOR: SM Hentges and Sons Inc. 650 Quaker Ave Jordan, Minnesota 55352		

THE CONTRACT IS CHANGED AS FOLLOWS:**CE #2 - ASI # 01 -Re-Bid Document Changes**

This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include ASI #1 revisions.

CE #3 - Post Bid Addendum # 03 - # 06

This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include Addendum 3, 4, 5, and 6 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.

CE #4 - SM Hentges - Site Construction Needs**CE #6 - Civil - Structure Slide Gate and Pond Grading**

Plan changes issued in RFI #11

CE #7 - Met Council Changes - Pool Backwash to Storm

Changed the backwash drainage to storm in lieu of sanitary, as requested by MET Council. RFI 27 Drawing update also incorporated the added gate valve to the waterline entering site, which were not associated with MET Council changes. Also RFI #42 cost are associated with this change.

CE #8 - CCD #1 - Outdoor Pickleball Court Changes**CE #10 - Stoop Frost Footings**

Structural Drawings Omitted frost footings at stoops. This change incorporates adding footings under all exterior building door stoops to prevent frost upheaval.

CE #11 - Civil - Drainage Flow into Southside of Pond

This change shall incorporate all design changes produced in RFI #25 response from Civil Engineer.

This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include CCD #1 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.

CHANGE ORDER LINE ITEMS:

#	Description	Amount
1	ASI # 01 -Re-Bid Document Changes: This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include ASI #1 revisions.	\$0.00
2	Add aggregate base for temp parking, staging and temp trailer area in the NW portion of the site. (SM Hentges CE#001)	\$14,007.40
3	Structure Slide Gate and Pond Grading: RFI #11 Plan Changes incorporated into Contract. (SM Hentges CE-004)	\$(5,143.50)

#	Description	Amount
4	Met Council Changes - Pool Backwash to Storm - All Changes per RFI #27 revisions. (SM Hentges CE#010)	\$15,813.97
5	Post Bid Addendum # 03 - # 06 : This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include Addendum 3, 4, 5, and 6 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.	\$0.00
6	CCD #1 - Outdoor Pickleball Court Changes: This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include CCD #1 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.	\$0.00
7	2 Extra Loads of Aggregate Base for Laydown (SM Hentges CE#011)	\$755.30
8	Stoop Frost Footings: Structural Drawings Omitted frost footings at stoops. This change incorporates adding footings under all exterior building door stoops to prevent frost upheaval. (SM Hentges CE #013)	\$5,015.81
9	Drainage Flow into Southside of Pond: This change shall incorporate all design changes produced in RFI #25 response from Civil Engineer.	\$23,039.10
10	Excavation for a temporary septic tank at Office Trailer and sacrificial owner supplied Pex line burial to building: S.M. Hentges will remove the tank for the supplier to pick up at the end of the job and backfill and compact the hole for paving where the tank was installed (SM Hentges CE#015)	\$3,592.60
Grand Total:		\$57,080.68

The original Contract Sum was	\$ 3,228,900.00
Net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 3,228,900.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 57,080.68
The new Contract Sum including this Change Order will be	\$ 3,285,980.68

The Contract Time will be increased by 0 days

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.

Life Time Architecture

ARCHITECT (Firm name)

DocuSigned by:

Asaon Ludvigson

SIGNATURE

Senior Project Manager

PRINTED NAME AND TITLE

10/11/2023

DATE:

LTF Construction Company, LLC.

CONSTRUCTION MANAGER (Firm name)

DocuSigned by:

Chase Norton

SIGNATURE

Sr. Project Manager

PRINTED NAME AND TITLE

10/11/2023

DATE:



CCO #001

APPROVED**001: Changes through 9.30.23**

PROJECT: Life Time Athletic-Rosemount 14290 Akron Avenue Rosemount, MN 55068	CONTRACT INFORMATION: Contract For: 0034101-23A-HVAC and Plumbing Date: 06/26/2023	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: 10/04/23
OWNER: Rosemount Port Authority 2875 145th Street West Rosemount, MN 55068	ARCHITECT: LTF Architecture, LLC 2900 Corporate Place Chanhassen, MN 55317	CONSTRUCTION MANAGER: LTF Construction Company, LLC 2900 Corporate Place Chanhassen, MN 55317
CONTRACTOR: Harty Mechanical Inc 1600 1st Ave NE Austin, Minnesota 55912		

THE CONTRACT IS CHANGED AS FOLLOWS:CE #3 - Post Bid Addendum # 03 - # 06

This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include Addendum 3, 4, 5, and 6 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.

CE #8 - CCD #1 - Outdoor Pickleball Court Changes

This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include CCD #1 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.

CE #2 - ASI # 01 -Re-Bid Document Changes

This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include ASI #1 revisions.

CE #7 - Met Council Changes - Pool Backwash to Storm

Changed the backwash drainage to storm in lieu of sanitary, as requested by MET Council. RFI 27 Drawing update also incorporated the added gate valve to the waterline entering site, which were not associated with MET Council changes.

CHANGE ORDER LINE ITEMS:

#	Description	Amount
1	Post Bid Addendum # 03 - # 06 : This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include Addendum 3, 4, 5, and 6 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.	\$38,736.01
2	CCD #1 - Outdoor Pickleball Court Changes: This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include CCD #1 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.	\$0.00
3	ASI # 01 -Re-Bid Document Changes: This shall update Contract's Exhibit D - Plans and Specifications Enumeration to include ASI #1 revisions. All cost and schedule impacts have been considered and reflected in the change order amount.	\$0.00
4	Met Council Changes - Pool Backwash to Storm - All Changes per RFI #27 revisions.	\$20,025.56
	Grand Total:	\$58,761.57

The original Contract Sum was	\$ 6,699,000.00
Net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 6,699,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 58,761.57
The new Contract Sum including this Change Order will be	\$ 6,757,761.57

The Contract Time will be increased by 0 days

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.

Life Time Architecture

ARCHITECT (Firm name)

DocuSigned by:

Aaron Ludvigson

SIGNATURE

Senior Project Manager

PRINTED NAME AND TITLE

10/11/2023

DATE:

CONTRACTOR (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE:

LTF Construction Company, LLC.

CONSTRUCTION MANAGER (Firm name)

DocuSigned by:

Chase Norton

SIGNATURE

Sr. Project Manager

PRINTED NAME AND TITLE

10/11/2023

DATE:

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE:

City Council Regular Meeting: November 6, 2023

AGENDA ITEM: Life Time Facility - Change Order #2	AGENDA SECTION: NEW BUSINESS
PREPARED BY: Dan Schultz, Parks & Recreation Director	AGENDA NO. 9.a.
ATTACHMENTS: CCO #2 - Rosemount - Aspen Ave sewer ext	APPROVED BY: LJM
RECOMMENDED ACTION: Staff is recommending the City Council approve change order #2 for the extension of the sewer adjacent to the Life Time project as listed in the Executive Summary and detailed in attached documents.	

BACKGROUND

In May of 2023, the City Council started awarded construction contracts for the Life Time Facility. The project is progressing as expected and we have encountered a few changes that are needed. This change is requiring that staff submit change order #2 to the City Council for your review and consideration. The proposed change is listed below and is detailed in the attached documents.

Civil \$23,300.50

The additional work is needed to extend the sewer from the spine road near the Life Time facility to the future Aspen Avenue road improvement. The funding for the project will come from the City's core/trunk stormwater fund and not the contingency funds that we have budgeted for the construction of the new Life Time facility and surrounding improvements.

RECOMMENDATION

Staff is recommending the City Council approve change order #2 for the extension of the sewer adjacent to the Life Time project as listed in the Executive Summary and detailed in attached documents.



PROPERTY
DEVELOPMENT

Life Time Construction
2900 Corporate Pl
Chanhassen, Minnesota 55317
Phone: +19529470000

Project: 0034101 - Rosemount, MN
14290 Akron Ave
Rosemount, Minnesota 55068

Aspen Avenue - Storm System Extension

TO:	City of Rosemount 2875 145th St W Rosemount, Minnesota 55068	FROM:	Life Time Property Development 2900 Corporate Pl Chanhassen, Minnesota 55317
DATE CREATED:	10/24/2023	CREATED BY:	Chase Norton (Life Time Property Development)
CONTRACT STATUS:	Approved	REVISION:	0
DESIGNATED REVIEWER:	Chase Norton (Life Time Property Development)	REVIEWED BY:	
DUE DATE:		REVIEW DATE:	10/24/2023
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:	0 days	EXECUTED:	No
		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	1:City of Rosemount	TOTAL AMOUNT:	\$23,300.50

DESCRIPTION:

The City of Rosemount requested that Aspen Avenue divert storm into the storm system on the Life Time site. Scope includes tying in a 15" RCP to ST-206A and extending to the Aspen Ave. ROW for future pick up by Road Contractor.

ATTACHMENTS:

[Aspen Ave - Storm sewer connection.pdf](#), [Added 15in RCP - Rosemount.pdf](#), [CE #16 - Email Scope of Work.pdf](#)

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
009	Aspen Avenue Storm System Extension	0 days	\$23,300.50
Total:			\$23,300.50

The original (Contract Sum)	\$44,365,340.58
Net change by previously authorized Change Orders	\$0.00
The contract sum prior to this Change Order was	\$44,365,340.58
The contract sum will be increased by this Change Order in the amount of	\$23,300.50
The new contract sum including this Change Order will be	\$44,388,641.08
The contract time will not be changed by this Change Order.	

Aaron Ludvigson (Life Time Architecture & Design)

2900 Corporate Place
Chanhassen, Minnesota 55317

City of Rosemount

2875 145th St W
Rosemount, Minnesota 55068

Life Time Property Development

2900 Corporate Pl
Chanhassen, Minnesota 55317

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

002: Aspen Avenue Storm Extension

PROJECT: Life Time Athletic-Rosemount 14290 Akron Avenue Rosemount, MN 55068	CONTRACT INFORMATION: Contract For: 0034101-31A-Earthwork, Utilites, and Paving Date: 05/23/2023	CHANGE ORDER INFORMATION: Change Order Number: 002 Date:10/25/2023
OWNER: Rosemount Port Authority 2875 145th Street West Rosemount, MN 55068	ARCHITECT: LTF Architecture, LLC 2900 Corporate Place Chanhassen, MN 55317	CONSTRUCTION MANAGER: LTF Construction Company, LLC 2900 Corporate Place Chanhassen, MN 55317
CONTRACTOR: S.M. Hentges & Sons, Inc. 650 Quaker Avenue Jordan, Minnesota 55352		

THE CONTRACT IS CHANGED AS FOLLOWS:CE #16 - Aspen Avenue Storm Sewer Extension

The City of Rosemount requested that Aspen Avenue divert storm into the storm system on site. Scope includes tying in a 15" RCP to ST-206A and extending to the Aspen Ave. ROW for future pick up by Road Contractor.

CHANGE ORDER LINE ITEMS:

#	Description	Amount
1	Provide and Install added storm sewer extension from ST-206A to the ROW of future Aspen Ave per SRF design details. Provide Temp cover of 15" pipe to keep soils from entering storm system. Includes all backfill and site work to repair any built improvements.	\$23,300.50
Grand Total:		\$23,300.50

The original Contract Sum was	\$ 3,228,900.00
Net change by previously authorized Change Orders	\$ 57,080.68
The Contract Sum prior to this Change Order was	\$ 3,285,980.68
The Contract Sum will be increased by this Change Order in the amount of	\$ 23,300.50
The new Contract Sum including this Change Order will be	\$ 3,309,281.18

The Contract Time will be increased by 0 days

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.

ARCHITECT *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE:

CONTRACTOR *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE:

CONSTRUCTION MANAGER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE:

OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE:



Change Order Backup Document

PCO #017

S.M. Hentges & Sons, Inc
650 Quaker Avenue
Jordan, Minnesota 55352
Phone: (952) 492-5700
Fax: (952) 492-5705

Project: 23-1264 - Life Time Athletic, Rosemount, MN
14290 Akron Ave.
Rosemount, Minnesota 55068

Prime Contract Potential Change Order #017: CE #018 - Aspen Ave Storm Sewer Extension

TO:	Rosemount Port Authority 2875 145th St. W. Rosemount, Minnesota 55068	FROM:	S.M. Hentges & Sons Inc. 650 Quaker Avenue Jordan, Minnesota 55352
PCO NUMBER/REVISION:	017 / 0	CONTRACT:	LifeTime -
REQUEST RECEIVED FROM:		CREATED BY:	Justin Rice (S.M. Hentges & Sons Inc.)
STATUS:	Pending - Proceeding	CREATED DATE:	10/25/2023
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Unit/Quantity Based
SCHEDULE IMPACT:		PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$23,300.50

POTENTIAL CHANGE ORDER TITLE: CE #018 - Aspen Ave Storm Sewer Extension

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #018 - Aspen Ave Storm Sewer Extension

This work consists of adding a 150', 15" RCP extension, east from structure ST-206A to a point just past the end of the curb on the north side of the road. The invert at this point will be 932.0'.

ATTACHMENTS:

#	Cost Code	Description	Type	Qty	Units	Unit Cost	Subtotal
1	4110-999-M - Storm Sewer Extension ST-206A	Storm Sewer Extension ST-206A	Materials	1.0	LS	\$6,842.27	\$6,842.27
2	4110-999-L - Storm Sewer Extension ST-206A	Aspen Ave Storm Sewer Extension	Labor	1.0	LS	\$14,340.00	\$14,340.00
Subtotal:							\$21,182.27
Prime markup (10.00% Applies to all line item types.):							\$2,118.23
Grand Total:							\$23,300.50

S.M. Hentges & Sons Inc.
650 Quaker Avenue
Jordan, Minnesota 55352

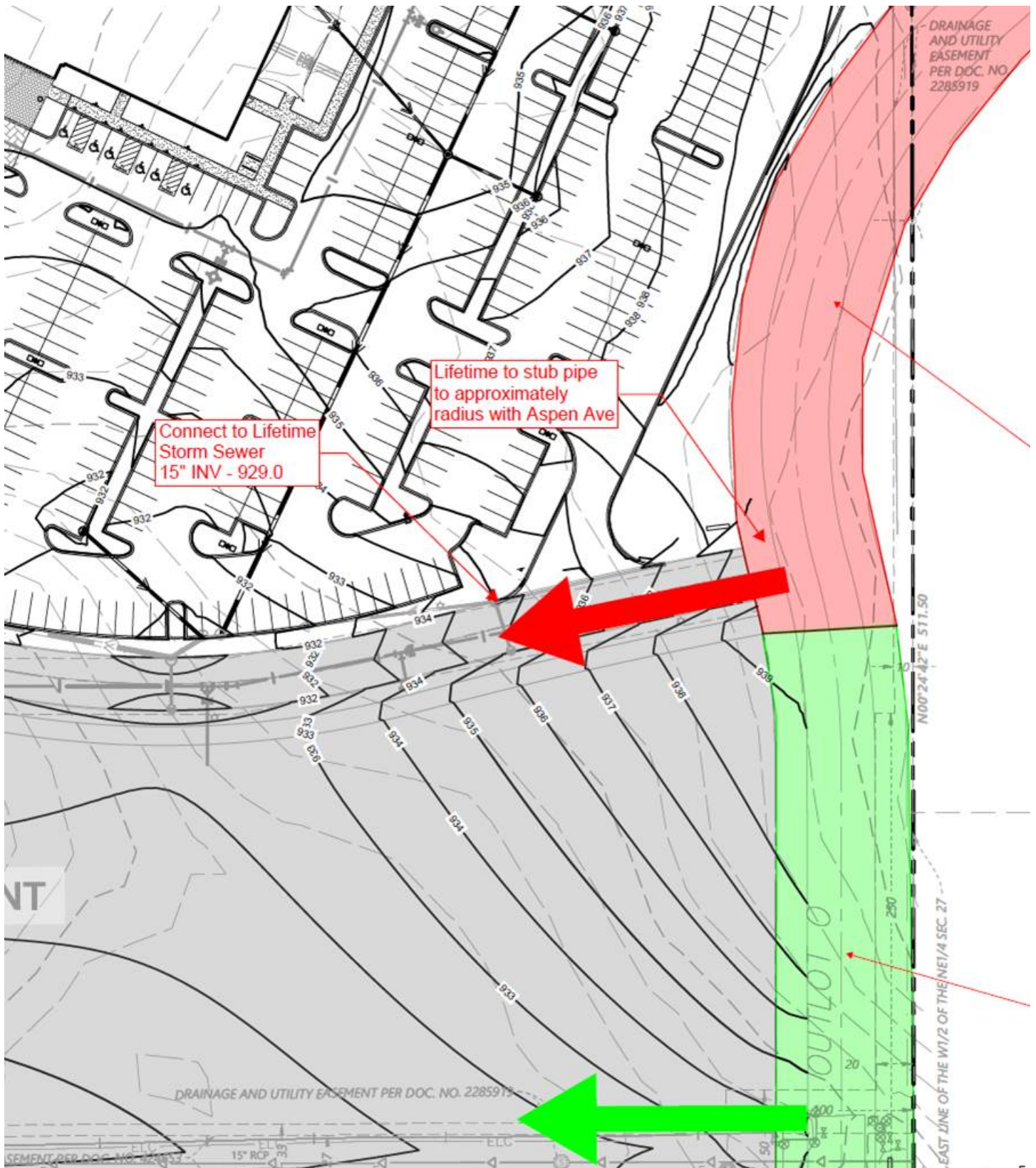
SIGNATURE

DATE

SIGNATURE

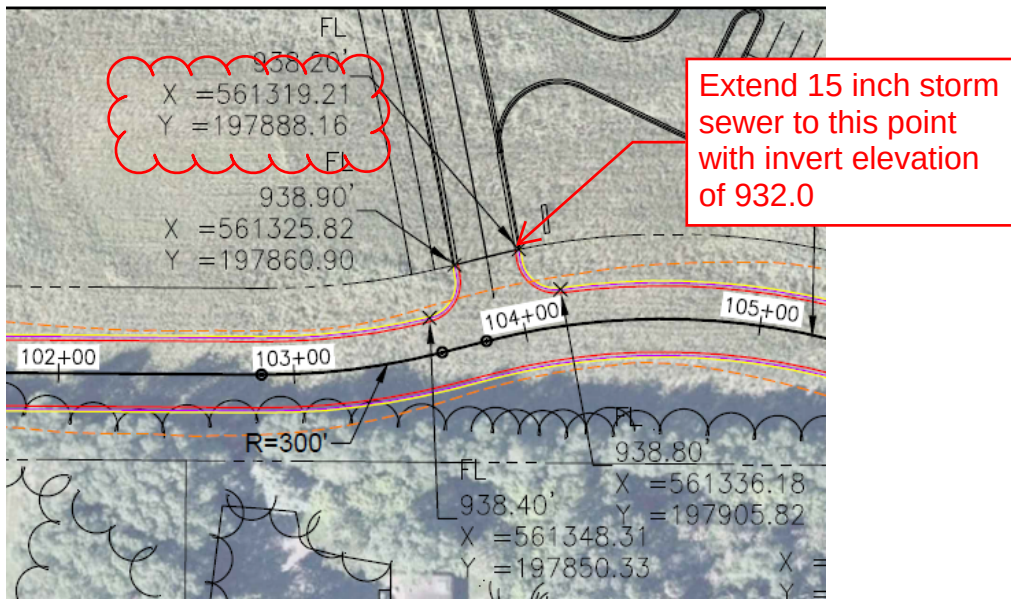
DATE

Added 15" RCP							
Unit	Rate	Quantity	Units	Extension	M/U	Total	Notes
				\$ 21,182.27	\$ 2,118.23	\$ 23,300.50	
Foreman	\$ 194.00	12.00	HR	\$ 2,328.00	\$ 232.80	\$ 2,560.80	Furnish and install additional 15" RCP to future roadway
Cat 336 w/ op	\$ 293.00	12.00	HR	\$ 3,516.00	\$ 351.60	\$ 3,867.60	Furnish and install additional 15" RCP to future roadway
15" RCP	\$ 44.77	150.00	LF	\$ 6,715.60	\$ 671.56	\$ 7,387.16	Furnish and install additional 15" RCP to future roadway
Compactor w/ op	\$ 204.00	12.00	HR	\$ 2,448.00	\$ 244.80	\$ 2,692.80	Furnish and install additional 15" RCP to future roadway
Laborer	\$ 110.00	12.00	HR	\$ 1,320.00	\$ 132.00	\$ 1,452.00	Furnish and install additional 15" RCP to future roadway
Loader w/ op	\$ 242.00	12.00	HR	\$ 2,904.00	\$ 290.40	\$ 3,194.40	Furnish and install additional 15" RCP to future roadway
Lowboy w/ op	\$ 228.00	8.00	HR	\$ 1,824.00	\$ 182.40	\$ 2,006.40	Furnish and install additional 15" RCP to future roadway
Cl. 5	\$ 10.56	12.00	TN	\$ 126.67	\$ 12.67	\$ 139.34	Cl. 5 to touch up disturbed areas
				\$ -	\$ -	\$ -	



Thanks,

Chase Norton
Life Time Property Development



Installation of CBMH at the end of pipe will facilitate future connection. This can be performed either by Site Development Contractor or later with Street Project. Later installation would impact ~ 10 feet of curb and pavement.

Chase Norton

From: Jon Haukaas <JHaukaas@srfconsulting.com>
Sent: Monday, October 16, 2023 3:52 PM
To: Chase Norton; Nick Egger
Subject: [EXTERNAL] Re: Rosemount - Added Storm
Attachments: Aspen Ave - Storm sewer connection.pdf

Nick and Chase

If you proceed with this method, the attached provides most of the info.

Length of the pipe would be 134.5' and the slope (with the upstream invert of 932.0) would be 2.22%

(MN, CO)

From: Chase Norton <ANorton2@lt.life>
Sent: Monday, October 16, 2023 12:46:37 PM
To: Nick Egger <Nick.Egger@rosemountmn.gov>
Cc: Jon Haukaas <JHaukaas@srfconsulting.com>
Subject: FW: Rosemount - Added Storm

External Sender Warning: This message was sent from an external sender. Do not click on any links or open any attachments unless you know and trust the sender.

See below from SM Hentges, if this speeds up final design information getting to the field before Thursday. Kimley may want a plan sheet eventually to update an as built for the site.

Chase

From: Justin Rice <justin.rice@smhentges.com>
Sent: Monday, October 16, 2023 1:42 PM
To: Chase Norton <ANorton2@lt.life>
Cc: Heather Oetken <HOetken@lt.life>; Adam Redeman <ARedeman@lt.life>
Subject: [EXTERNAL] RE: Rosemount - Added Storm

Chase,

If it helps speed up the process, we can make an e-mail with the exact northing and easting and a percentage of slope work as well. We don't necessarily need a new plan sheet.



Justin Rice

Project Manager

S.M. Hentges & Sons Inc.

p:952.595.5700 **c:** 612.919.3470 **f:** 952.492.5705

a:650 Quaker Avenue, Jordan, MN 55352

w: SMHentges.com **e:** Justin.Rice@SMHentges.com

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Justin Rice

From: Chase Norton <ANorton2@lt.life>
Sent: Friday, October 13, 2023 3:01 PM
To: Justin Rice
Cc: Heather Oetken; Adam Redeman
Subject: Rosemount - Added Storm

Caution: This email originated from outside the SMH organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. If you are in doubt please contact IT.

Justin,

I know we are 1 week out from starting curb and gutter. The city asked if there was a way to add a 15" RCP extension from ST-206A running east to the Aspen Ave ROW. The idea would be if Hentges was able to act quickly and install this next week (or ahead of curb for that area). Then the city's contractor for Aspen Ave can tie into the extension in the ROW next year when building the roadway. Please let me know your thoughts and if this could be something Hentges could accommodate. Here is a screenshot of the idea.

November

2023

Su	M	Tu	W	Th	F	Sa
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	1	2

Main Calendar

Pumpkin Collection

November 4, 2023 -
November 5, 2023

@ Don't toss your Halloween pumpkins and gourds in the trash! Recycle them during our pumpkin collection the weekend after Halloween. Drop your pumpkins in the labeled containers in the lower City Hall parking lot any time November 4-5. Disposal is FREE! Pumpkins will be composted into a soil amendment.

Reminders:

- No painted pumpkins
- Remove candles, wax, and any decor add-ons
- Do NOT put anything other than pumpkins or gourds in the container.

Questions? Call Parks & Rec at 651-322-6000

[More Details](#)

City Council Work Session Meeting - UPDATED DATE

November 6, 2023, 5:00 PM - 6:00 PM

[More Details](#)

City Council Meeting - UPDATED DATE

November 6, 2023, 7:00 PM - 8:00 PM

[More Details](#)

CITY OFFICE CLOSED - Veterans Day Observed

November 10, 2023, All Day

[More Details](#)

Environment and Sustainability Commission Meeting

November 14, 2023, 5:30 PM - 6:30 PM

[More Details](#)

Youth Commission Meeting

November 15, 2023, 3:45 PM - 4:45 PM

[More Details](#)

City Council Special Meeting

November 17, 2023, 8:00 AM - 9:00 AM

[More Details](#)

Port Authority Meeting

November 21, 2023, 6:00 PM - 7:00 PM

[More Details](#)

Select Language ▼

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City Council Meeting

November 21, 2023, 7:00 PM - 8:00 PM

[More Details](#)

CITY HALL CLOSED - Thanksgiving

November 23, 2023 - November 24, 2023

[More Details](#)

Utility Commission Meeting

November 27, 2023, 5:30 PM - 6:30 PM

[More Details](#)

Parks and Recreation Regular Meeting

November 27, 2023, 7:00 PM - 8:00 PM

[More Details](#)

Planning Commission Meeting

November 28, 2023, 6:30 PM - 7:30 PM

[More Details](#)

 Government Websites by [CivicPlus®](#)

December 2023

Su	M	Tu	W	Th	F	Sa
26	27	28	29	30	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	1	2	3	4	5	6

Main Calendar

City Council Work Session Meeting

December 5, 2023, 5:00 PM - 6:00 PM

[More Details](#)

City Council Meeting

December 5, 2023, 7:00 PM - 8:00 PM

[More Details](#)

Environment and Sustainability Commission Meeting

December 12, 2023, 5:30 PM - 6:30 PM

[More Details](#)

Utility Commission Regular Meeting

December 18, 2023, 5:30 PM - 7:00 PM @ City Hall, Conference Room

[More Details](#)

Planning Commission Meeting

December 18, 2023, 6:30 PM - 8:00 PM

[More Details](#)

Planning Commission Meeting - UPDATED

December 18, 2023, 6:30 PM - 7:30 PM

[More Details](#)

Parks and Recreation Regular Meeting - MOVED

December 18, 2023, 7:00 PM - 8:00 PM

[More Details](#)

Port Authority Meeting

December 19, 2023, 6:00 PM - 7:00 PM

[More Details](#)

City Council Meeting

December 19, 2023, 7:00 PM - 8:00 PM

[More Details](#)

Youth Commission Meeting

December 20, 2023, 3:45 PM - 4:45 PM

[More Details](#)

CITY HALL CLOSED - Christmas Observed

December 25, 2023 - December 26, 2023

[More Details](#)

Utility Commission Meeting

December 25, 2023, 5:30 PM - 6:30 PM

Select Language ▼

Google Translate



[More Details](#)

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