

ROSEVILLE
REQUEST FOR COUNCIL DISCUSSION

DATE: 02/14/2011
ITEM NO: 12.d

Department Approval:



City Manager Approval:



Item Description: Selection of consultant to complete the Regulating Map and Plan component of the Roseville Zoning Ordinance re-write

1.0 BACKGROUND

1.1 On December 13, 2010, the Roseville City Council adopted a new Official Zoning Map and Zoning Ordinance for Roseville. The ordinance or text portion replaced in its entirety a number of sections including 1001-1009, 1011, and 1019, while the map created zoning districts similar to the Comprehensive Plan - Land Use Map counterparts.

1.2 One of the specific changes that occurred was the creation of the Community Mixed Use District (CMU) for the Twin Lakes Redevelopment Area, which district requires a Regulating Map and Plan before redevelopment can occur. A Regulating Map and Plan is the technical document for the Twin Lakes Redevelopment Area and would include:

- a. Parking Locations: Locations where surface parking may be located would be specified by block or block face. Structured parking is treated as a building type.
- b. Building and Frontage Types: Building and frontage types would be designated by block or block face. Some blocks should be coded for several potential building types; others for one building type on one or more block faces. Permitted and conditional uses may occur within each building type as specified in Table 1005-1 of the Roseville Zoning Ordinance.
- c. Building Lines: Building lines would indicate the placement of buildings in relation to the street.
- d. Street Types: The regulating map may include specific street design standards to illustrate typical configurations for streets within the district, or it may use existing City street standards.

1.3 The proposal by the Planning Division would replace the existing Twin Lakes Urban Design Principles with the Regulating Map and Plan. The existing Urban Design Principles is the current technical document and checklist for redevelopment proposals, but is merely a guideline. The document also includes certain items that are no longer applicable and/or may provide confusion between the guidelines and the new Code requirements adopted in December, if the Urban Design Principles document continues to exist. However, there are a number of items contained in the Urban Design Principles document that would remain and be incorporated into the Regulating Plan, which will become part of the CMU District requirements.

31 1.4 The Planning Division sent out via email a request for Professional Services (attached) to
32 the five finalists in the original Zoning Ordinance update process (RFP), which included
33 Bonestroo, The Cuningham Group, Hoisington Koegler Group, Inc. (HKGI), Sanders,
34 Wacker and Bergly, Inc. (SWB), and Short, Elliot Henderson, Inc. (SEH).

35 1.5 The Planning Division received three proposals for Professional Services to assist us in
36 creating the Regulating Map and Plan. The three proposals included Bonestroo, The
37 Cuningham Group and HKGI; while SWB declined to submit and SEH did not reply.

38 1.6 After careful consideration the Planning Division rated the proposals in order of
39 preference as follows: The Cuningham Group, HKGI and Bonestroo. In rating the three
40 consultants The Cuningham Group and HKGI stood out for their previous work on the
41 zoning ordinance re-write and the Comprehensive Plan, respectively. However, in the
42 final analysis the knowledge of the adopted zoning ordinance and their previous work on
43 regulating maps and plans was the determining factor in the Planning Division decision
44 to recommend the Cuningham Group. At \$14,500 The Cuningham Group also has the
45 lowest cost to complete the Regulating Map and Plan.

Cuningham Group	\$14, 500
Bonestroo	\$15,750
HKGI	\$16,000

47
48 **2.0 STAFF RECOMMENDATION**

49 Based on the analysis completed, the Planning Staff recommends to the City Council that
50 the Cuningham Group be approved for completing the Community Mixed Use/Twin
51 Lakes Regulating Map and Plan.

52 **3.0 REQUESTED CITY COUNCIL ACTION**

53 BY MOTION, APPROVE, The Cuningham Group to complete the Community Mixed
54 Use/Twin Lakes Regulating Map and Plan and enter into a Standard Agreement for
55 Professional Services.

56 **Prepared by: Thomas Paschke, City Planner**

Attachments: A. Request for Professional Services
B. Cuningham Group Proposal
C. Standard Agreement for Professional Services
D. Design Check List

REQUEST FOR PROFESSIONAL SERVICES

The City of Roseville Community Development Department is seeking quotes for professional services to create the Regulating Map and Plan for the Twin Lakes Redevelopment Area.

BACKGROUND

The Twin Lakes Redevelopment Area of Roseville has been a high priority for the City for the past 20 years. In 2007 the City established the Urban Design Principles, a set of guidelines for redevelopment predicated on pedestrian connectivity and form-based development. Recently, the City adopted a new Comprehensive Plan (2009) and a new Official Zoning Map, which identified the Twin Lakes Redevelopment Area as Community Mixed Use (CMU). The City also adopted new “form based” zoning regulations for the CMU district as well as the other zoning districts. However, the unique feature of the CMU district and the purpose of the Request for Professional Services is that the CMU district, in addition to its specific design standards and other regulations, requires a Regulating Map.

Much like a zoning ordinance includes technical requirements specific to each zoning district and in some instances specific uses, the Regulating Map and Plan is considered the technical document for the Twin Lakes Redevelopment Area and as such will replace the 2007 Urban Design Principles.

SCOPE OF WORK

The development of the Regulating Map and Plan for the CMU district will include the following tasks:

Task 1: Introductory Meeting - Meet with City staff to review scope of work and define overall direction and guidance, as well as the basic assumptions for preparing a working draft regulating map and plan.

Task 2: Kick-Off Meeting – Meet with City Council to discuss the process, review nuances of a Regulating Map, and to obtain guidance and direction on the important principles that should be incorporated into the map and plan.

Task 3: Draft Map and Plan – Prepare an initial draft to address text and graphic definitions for building location, height, frontage, setbacks, parking, uses and criteria defined in the CMU district.

Task 4: Work Session #1 – Meet with City staff to review the draft map and plan, and prepare for Community Open House.

Task 5: Community Open House – conduct and facilitate an Open House for the general community to review and gather feedback on the draft map and plan.

Task 6: Work Session #2 – Meet with staff to review and discuss feedback from the Community Open House and make necessary revisions.

Task 7: Revised Draft Map and Plan – based on feedback from Community Open House and direction from the Community Development Department, prepare the Proposed Twin Lakes Regulating Map and Plan.

Task 8: Public Hearing with Planning Commission – Attend and present the Proposed Twin Lakes Regulating Map and Plan for consideration and recommendation to the City Council.

Task 9: City Council meeting – Attend and present Proposed Twin Lakes Regulating Map and Plan document for consideration and approval.

The City's Community Development Department staff will be responsible for coordinating, communicating and advertising all meetings as well as providing for appropriate venue locations. The hired consultant will prepare materials and media necessary to conduct and facilitate the various meetings.

REQUIRED DELIVERABLES

All deliverables shall be prepared using Indesign CS4 and the consultant will provide all copies of materials and products in digital formats as agreed to with the City. The Regulating Map and Plan that are defined with graphics and text shall include:

- a. Regulating Map graphic – digital copy to scale based on most current data and information as provided by the City.
- b. Parking Locations: Locations where surface parking may be located are specified by block or block face. Structured parking is treated as a building type.
- c. Building and Frontage Types: Building and frontage types are designated by block or block face. Some blocks should be coded for several potential building types; others for one building type on one or more block faces. Permitted and conditional uses may occur within each building type as specified in Table 1005-1 of the Roseville Zoning Ordinance.
- d. Building Lines: Building lines indicate the placement of buildings in relation to the street.
- e. Street Types: The regulating map may include specific street design standards to illustrate typical configurations for streets within the district, or it may use existing City street standards.

REGULATING MAP BOUNDARY

The Regulating Map and Plan shall include the Twin Lakes Redevelopment Area generally bound by Cleveland Avenue on the west, Fairview Avenue on the east, County Road C2 on the north, and County Road C and the south.

BUDGET

The Community Development Department has \$19,000 of professional services dollars that it can apply to this project.

SELECTION PROCESS AND TIMELINE

The Community Development Department is on an aggressive timeline to both select a consultant, as well to complete the project, and offers the following completion timeline:

Quotes/Proposals Due:	January 18, 2011
Review of Proposals:	January 19-20, 2011
Recommendation to Council:	January 24, 2011
Begin Work:	February 1, 2011
Complete Work:	April 15, 2011



January 14, 2011

Patrick Trudgeon, Community Development Director
City of Roseville, MN
2660 Civic Center Drive
Roseville, MN 55113

Subject: PROPOSAL AND AGREEMENT FOR PROVIDING PROFESSIONAL SERVICES
Twin Lakes Regulating Map

Dear Pat:

Cunningham Group Architecture, P.A. (Architect) is delighted to be able to provide the City of Roseville (Client), with this Proposal and Agreement for professional services to assist you in preparing the Twin Lakes Regulating Plan.

PROJECT UNDERSTANDING

We understand the City is interested in preparing a Regulating Map for the Twin Lakes area to be consistent with the new zoning code update and specifically the Community Mixed Use district. The Regulating Map should respond to the provisions of the new code, specifically section 1005.07, item B. We know Twin Lakes has been the subject of attention from the City as well as potential developers over the years; the City has prepared a variety of studies, plans, and guidelines. In particular the *Twin Lakes Master Plan & Redevelopment Area Urban Design Principles* should be used as the primary reference for preparing the Regulating Map.

APPROACH/SCOPE OF WORK

We will attend an initial meeting with you to clarify scope, schedule and confirm details for the Regulating Map (map). This will result in the preparation of a "working draft" map that we will deliver and discuss with you prior to facilitating a meeting with the immediate stakeholders; this will be followed by a larger community open house. We will then assemble the comments received as the basis for reviewing with Staff and making revisions. A revised Regulating Map would then be prepared for review and comment by Staff. A final draft is produced for review by Plan Commission and then City Council.

Task 1: Kick-off Meeting - Meet with City staff to review scope of work and define overall direction and guidance as well as the basic assumptions for preparing a working draft regulating map.

Task 2: City Council Meeting #1 – Attend council meeting and present general approach and definition of the Regulating Map; facilitate comments and feedback.

Task 3: Working Draft – Prepare the initial working draft that would address the graphic element of the map as well as include text and graphic definitions for building location, height, frontage, setbacks, parking, uses and criteria defined in the CMU district.

Task 4: Work Session #1 – Meet with City staff to review Working Draft.

Task 5: Community Open House – Facilitate an Open House for the general community to review and gather feedback on the Working Draft.

Task 6: Work Session #2 – Meet with staff to review and discuss feedback from the Stakeholders and Open House meetings; determine edits and revisions per the feedback from the meetings.

**Cunningham Group
Architecture, P.A.**

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Timothy Dufault, AIA
Jack Highwart, AIA
Roger W. Kipp, AIA
Margaret S. Parsons, AIA
John G. Pfluger, AIA
James S. Scheidel, AIA
David M. Solner, AIA
Michael P. Strand, AIA
Brian Tempas, AIA
Kathryn M. Wallace, AIA
Jonathan V. Watts, AIA

Task 7: Revised Working Draft – Per direction from Staff and based on feedback from Stakeholder and Community meetings we will prepare a Final Working Draft.

Task 8: Plan Commission meeting – Attend and present Working Draft

Task 9: City Council meeting #2 – Attend and present Working Draft

The City's Community Development Department staff will be responsible for coordinating, communicating and advertising all meetings as well as providing for appropriate venue locations. Cunningham Group will prepare materials and media necessary to conduct and facilitate the various meetings.

Deliverables

All deliverables will be prepared using Indesign CS4 unless specified otherwise. CGA will provide all copies of materials and products in digital formats as agreed to with the City. A Regulating Map and Urban Standards that are defined with graphic and text shall include:

- **Regulating Map graphic** – digital copy to scale based on most current data and information as provided by the City. **Street and Block Layout:** The regulating map defines blocks and streets based on existing and proposed street alignments. New street alignments, where indicated, are intended to identify general locations and required connections but not to constitute preliminary or final engineering.
- **Parking Locations:** Locations where surface parking may be located are specified by block or block face. Structured parking is treated as a building type.
- **Building and Frontage Types:** Building and frontage types are designated by block or block face. Some blocks are coded for several potential building types; others for one building type on one or more block faces. Permitted and conditional uses may occur within each building type as specified in Table 1005-1.
- **Building Lines:** Building lines indicate the placement of buildings in relation to the street.
- **Street Types:** The regulating map may include specific street design standards to illustrate typical configurations for streets within the district, or it may use existing City street standards. Private streets may be utilized within the CMU District where defined as an element of a regulating map.

Regulating Map boundary

Attached as Exhibit 1 is the Community Mixed Use district as defined by the current zoning map. The Twin Lakes Regulating Map will not technically address this entire boundary but it should take into consideration the idea and vision of the larger district as a well connected, wholistic, mixed use place. As such CGA and the City should agree on the basic assumptions about public realm and open space (specifically as it relates to Langton Lake Park), access, and circulation. The intent and purpose of the Regulating Map is to provide greater specificity and predictability that deliver the physical characteristics of walkable, people-oriented, mixed-use communities A key objective is to support a prominent public realm (ROW, streets, sidewalks, parks, open space, civic buildings, etc.) with how the private sector investments are arranged and organized to physically define the public realm.

PROJECT TEAM

Michael Lamb will lead the project working closely with Andrew Dresdner.

FEES

We are proposing a fee of fourteen thousand five hundred dollars (\$14,500) to complete the above scope of work.

SCHEDULE

A schedule will be determined with the City of Roseville staff.

REIMBURSABLES

We do not anticipate any reimbursable expenses; however if reimbursable expenses are incurred they are in addition to the above fees. They include all normal expenses incurred by Architect for the benefit of the project including, but not limited to, out-of-town travel (if any and if authorized), mileage, long-distance telephone calls, faxing, messenger service, printing, etc. These expenses will be billed at 1.15 times their direct cost to Architect.

ADDITIONAL SERVICES

Services you may request such as physical models, 3-D computer modeling, additional drawings or any renderings, any engineering or special consultants, or other special services not specifically included in the above scope of work shall be invoiced at the current hourly rates or at 1.15 times the direct cost of consultant's charges to Architect. In addition, any changes in the scope will also be billed at an hourly rate. Hourly rates will be per Architect's current Hourly Rates, attached as Exhibit "A." Additional services will be performed only upon your written authorization.

INVOICING

Billings will be issued at 30-day intervals. Payment is due and payable upon invoice receipt. Interest of 1.0% per month will be due on the unpaid balance beginning 20 days after invoice date.

USE OF SUPPLIED INFORMATION

Owner agrees to provide and/or obtain all required licenses, including copyright license, to allow Architect to use and incorporate all Client supplied project-related drawing or other information and agrees to indemnify, defend and hold Architect and their consultants harmless from or against any and all claims arising out of or relating to Architect's or their consultants' use or incorporation of such information.

OTHER TERMS AND CONDITIONS

Except as otherwise modified herein, the terms and conditions of AIA Document B151, *Abbreviated Standard Form of Agreement Between Owner and Architect*, 1997 edition (copy attached) where Client acts as Owner for purposes of the Agreement, shall apply to all services provided under this Proposal and Agreement.

This Proposal and Agreement shall be interpreted and enforced under the laws of the State of Minnesota.

With your signature below you are indicating your acceptance of the understandings, terms and conditions of this Proposal and Agreement. This Proposal and Agreement may be



terminated by either party upon seven (7) days written notice should either party fail to perform substantially in accordance with its terms. Failure of Client to make payments to Architect within 20 days of invoice date shall be considered substantial non-performance and cause for suspension or termination of Architect's services.

If this Proposal and Agreement meets with your approval, please sign both copies and return one copy for our records and we will begin the work.

Thank you again for this opportunity to be of assistance. We look forward to working with you.

Sincerely,

CUNINGHAM GROUP ARCHITECTURE, P.A.

Approved By:
CITY OF ROSEVILLE

Michael Lamb
Director, Urban Design Studio

Patrick Trudgeon
Community Development Director

Date: _____

Date: _____

Mrl/mrl/

Attachment:
Exhibit 1 – Project boundary

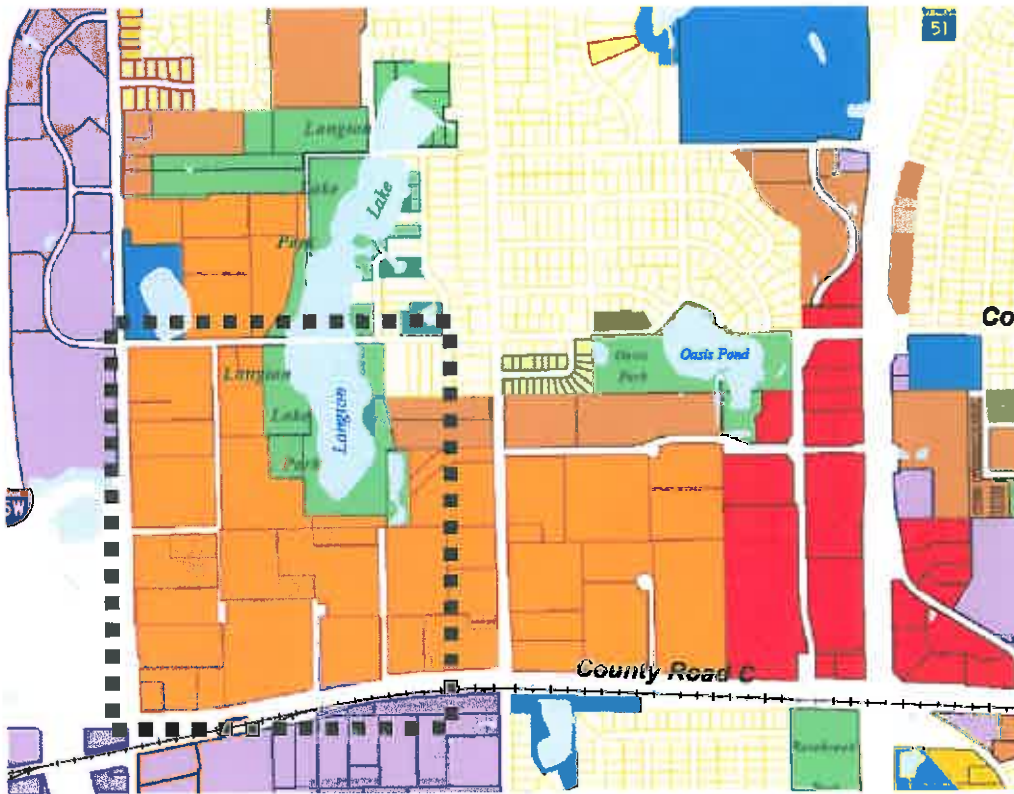


Exhibit 1 – Project Boundary



Approximate area of Regulating Map

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on the 14th day of February, 2011, between the City of Roseville, Minnesota (hereinafter "City"), whose business address is 2660 Civic Center Drive, Roseville, MN 55113-1899, and Cuningham Group Architecture, P.A., a Minnesota Professional Corporation (hereinafter "Consultant") whose business address is St. Anthony Main, 201 Main Street SE, Suite 325, Minneapolis, MN 55414.

PRELIMINARY STATEMENT

The City has adopted a policy regarding the selection and hiring of consultants to provide a variety of professional services for City projects. That policy requires that persons, firms or corporations providing such services enter into written agreements with the City. The purpose of this Agreement is to set forth the terms and conditions for the provision of professional services by Consultant for creating the Regulating Map and Plan for the Community Mixed Use District of the Zoning Ordinance (Title 10, chapter 1005), hereinafter referred to as the "Work".

The City and Consultant agree as follows:

1. **Scope of Work/Proposal.** The Consultant agrees to provide the professional services shown in Exhibit "A" in connection with the Work. The terms of this standard agreement shall take precedence over any provisions of the Consultants proposal and/or general conditions.
2. **Term.** The term of this Agreement shall be from February 14 through May 27, 2011, the date of signature by the parties notwithstanding. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the terms and conditions as herein stated.
3. **Compensation for Services.** City agrees to pay the Consultant on a stipulated sum fee basis plus expenses in a total amount of not to exceed \$14,500 for the services as described in Exhibit A.
 - A. Any changes in the scope of the work which may result in an increase to the compensation due the Consultant shall require prior written approval by an authorized representative of the City or by the City Council. The City will not pay additional compensation for services that do not have prior written authorization.
 - B. Special Consultants may be utilized by the Consultant when required by the complex or specialized nature of the Project and when authorized in writing by the City.
 - C. If Consultant is delayed in performance due to any cause beyond its reasonable control, including but not limited to strikes, riots, fires, acts of God, governmental actions, actions of a third party, or actions or inactions of City, the time for performance shall be extended by a period of time lost by reason of the delay. Consultant will be entitled to payment for its reasonable additional charges, if any, due to the delay.
4. **City Information.** The City agrees to provide the Consultant with the complete information concerning the Scope of the Work and to perform the following services:
 - A. Access to the Area. Depending on the nature of the Work, Consultant may from time to time require access to public and private lands or property. As may be necessary, the City shall obtain access to and make all provisions for the Consultant to enter upon public and private lands or property as required for the Consultant to perform such services necessary to complete the Work.

- B. Consideration of the Consultant's Work. The City shall give thorough consideration to all reports, sketches, estimates, drawings, and other documents presented by the Consultant, and shall inform the Consultant of all decisions required of City within a reasonable time so as not to delay the work of the Consultant.
 - C. Standards. The City shall furnish the Consultant with a copy of any standard or criteria, including but not limited to, design and construction standards that may be required in the preparation of the Work for the Project.
 - D. Owner's Representative. A person shall be appointed to act as the City's representative with respect to the work to be performed under this Agreement. He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the services provided or materials, equipment, elements and systems pertinent to the work covered by this Agreement.
5. **Method of Payment.** The Consultant shall submit to the City, on a monthly basis, an itemized invoice for professional services performed under this Agreement. Invoices submitted shall be paid in the same manner as other claims made to the City for:
- A. Progress Payment. For work reimbursed on a stipulated sum fee basis, the Consultant shall invoice monthly for the amounts due for the percentage of the scope of services completed for each project phase less amounts previously invoiced. Consultant shall verify all statements submitted for payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. For reimbursable expenses, if provided for in Exhibit A, the Consultant shall provide an itemized listing and such documentation as reasonably required by the City. Each invoice shall contain the City's project number and a progress summary showing the original (or amended) amount of the contract, current billing, past payments and unexpended balance of the contract.
 - B. Suspended Work. If any work performed by the Consultant is suspended in whole or in part by the City, the Consultant shall be paid for any services performed prior to receipt of written notice from the City of such suspension, all as shown on Exhibit A.
 - C. Payments for Special Consultants. The Consultant shall be reimbursed for the work of special consultants, as described in Section 3B, and for other items when authorized in writing by the City.
 - D. Claims. To receive any payment on this Agreement, the invoice or bill must include the following signed and dated statement: "I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid."
6. **Project Manager and Staffing.** The Consultant has designated Michael Lamb to serve on the Project. He will be assisted by other staff members as necessary to facilitate the completion of the Work in accordance with the terms established herein. Consultant may not remove or replace these designated staff from the Project without the approval of the City.
7. **Standard of Care.** All Work performed pursuant to this Agreement shall be in accordance with the standard of care in Ramsey County, Minnesota for professional services of the like kind.

8. **Audit Disclosure.** Any reports, information, data, etc. given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential, shall not be made available to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Consultant or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Contract. The Consultant shall at all times abide by Minn. Stat. 13.01 et seq., the Minnesota Government Data Practices Act, to the extent the Act is applicable to data and documents in the possession of the Consultant.
9. **Termination.** This Agreement may be terminated by either party by seven (7) days written notice delivered to the other party at the address written above. Upon termination under this provision, if there is no fault of the Consultant, the Consultant shall be paid for services rendered and reimbursable expenses until the effective date of termination. If however, the City terminates the Agreement because the Consultant has failed to perform in accordance with this Agreement, the City may retain another consultant to undertake or complete the work identified in Paragraph 1 and the Consultant shall be paid for services rendered to the effective date of termination less the City's replacement consultant cost to have the Consultant's uncompleted scope of services completed.
10. **Subcontractor.** The Consultant shall not enter into subcontracts for services provided under this Agreement except as noted in the Scope of Work, without the express written consent of the City. The Consultant shall pay any subcontractor involved in the performance of this Agreement within the ten (10) days of the Consultant's receipt of payment by the City for undisputed services provided by the subcontractor. If the Consultant fails within that time to pay the subcontractor any undisputed amount for which the Consultant has received payment by the City, the Consultant shall pay interest to the subcontractor on the unpaid amount at the rate of 1.5 percent per month or any part of a month. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Consultant shall pay the actual interest penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Consultant shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.
11. **Independent Consultant.** At all times and for all purposes herein, the Consultant is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Consultant an employee of the City.
12. **Non-Discrimination.** During the performance of this Agreement, the Consultant shall not discriminate against any employee or applicants for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Consultant shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Consultant shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work. The Consultant further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.

13. **Assignment.** Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.
14. **Services Not Provided For.** No claim for services furnished by the Consultant not specifically provided for herein shall be honored by the City.
15. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.
16. **Entire Agreement.** The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.
17. **Compliance with Laws and Regulations.** In providing services hereunder, the Consultant shall abide by statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided. The Consultant and City, together with their respective agents and employees, agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Subject to the professional standard of care identified in Paragraph 7, a violation of statutes, ordinances, rules and regulations pertaining to the services to be provided shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
18. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.
19. **Indemnification.** Consultant agrees to defend, indemnify and hold the City, its officers, and employees harmless from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent resulting from a negligent act or omission (including without limitation professionally negligent errors or omissions) of the Consultant, its agents, employees, or subcontractors in the performance of the services provided by this Agreement and against all losses by reason of the failure of said Consultant fully to perform, in all material respects, the obligations under this Agreement.
20. **Insurance.**
 - A. **General Liability.** Prior to starting the Work, Consultant shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by Consultant or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or required by law. The policy(ies) shall name the City as an additional insured for the services provided under this Agreement and shall provide that the Consultant's coverage shall be primary and noncontributory in the event of a loss.
 - B. Consultant shall procure and maintain the following minimum insurance coverages and limits of liability on this Project:

Worker's Compensation	Statutory Limits
Employer's Liability	\$500,000 each accident \$500,000 disease policy limit \$500,000 disease each employee
Comprehensive Liability	\$1,000,000 property damage per occurrence \$2,000,000 general aggregate \$2,000,000 Products – Completed Operations Aggregate \$100,000 fire legal liability each occurrence \$5,000 medical expense
Comprehensive Automobile Liability	\$1,000,000 combined single limit (shall include coverage for all owned, hired and non-owned vehicles.
Umbrella or Excess Liability	\$2,000,000

- C. The Comprehensive General/Commercial General Liability policy(ies) shall be equivalent in coverage to ISO form CG 0001, and shall include the following:
1. Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).
 2. Products and Completed Operations Property Damage coverage. Consultant agrees to maintain this coverage for a minimum of two (2) years following completion of its work.
 3. Personal injury with Employment Exclusion (if any) deleted.
 4. Broad Form CG0001 0196 Contractual Liability coverage, or its equivalent.
 5. Broad Form Property Damage coverage, including completed operations, or its equivalent.
 6. Additional Insured Endorsement(s), naming the "City of Roseville" as an Additional Insured, on ISO form CG 20 10 11 85, or CG 20 10 10 01 and CG 20 37 10 01, or an endorsement(s) providing equivalent coverage to the Additional Insureds. ISO form CG 20 10 07 04, and later versions of said form, are not acceptable.
 7. If the Work to be performed is on an attached condominium, there shall be no exclusion for attached or condominium projects.
 8. "Stop gap" coverage for work in those states where Workers' Compensation insurance is provided through a state fund if Employer's liability coverage is not available.
 9. Incidental Malpractice and Host Liquor Liability insurance applicable to the Consultant's performance under this Agreement.

10. Severability of Insureds provision.

- D. Professional Liability Insurance. The Consultant agrees to provide to the City a certificate evidencing that they have in effect, with an insurance company in good standing and authorized to do business in Minnesota, a professional liability insurance policy. Said policy shall insure payment of damage for legal liability arising out of the performance of professional services for the City, in the insured's capacity as the Consultant, if such legal liability is caused by a negligent error, omission, or act of the insured or any person or organization for whom the insured is legally liable. Said policy shall provide an aggregate limit of \$2,000,000. Said policy shall not name the City as an insured.
- E. Consultant shall maintain in effect all insurance coverages required under this Paragraph at Consultant's sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless specifically accepted by City in writing. In addition to the requirements stated above, the following applies to the insurance policies required under this Paragraph:
1. All policies, except the Professional Liability Insurance policy, shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable);
 2. All policies, except the Professional Liability Insurance policy, shall be apply on a "per project" basis;
 3. All policies, except the Professional Liability Insurance and Worker's Compensation Policies, shall contain a waiver of subrogation naming "the City of Roseville";
 4. All policies, except the Professional Liability Insurance and Worker's Compensation Policies, shall name "the City of Roseville" as an additional insured;
 5. All policies, except the Professional Liability Insurance and Worker's Compensation Policies, shall insure the defense and indemnity obligations assumed by Consultant under this Agreement; and
 6. All policies shall contain a provision that coverages afforded there under shall not be canceled or non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the City.

A copy of the Consultant's insurance declaration page, Rider and/or Endorsement, as applicable, which evidences the compliance with this Paragraph 20, must be filed with City prior to the start of Consultant's Work. Such documents evidencing Insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Consultant has complied with all insurance requirements. Renewal certificates shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to review such declaration page, Rider, Endorsement or certificates or other evidence of insurance, or to advise Consultant of any deficiencies in such documents and receipt thereof shall not relieve Consultant from, nor be deemed a waiver of, City's right to enforce the terms of Consultant's obligations hereunder. City reserves the right to examine any policy provided for under this paragraph.

F. **Effect of Consultant's Failure to Provide Insurance.** If Consultant fails to provide the specified insurance, then Consultant will defend, indemnify and hold harmless the City, the City's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Consultant also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

21. **Ownership of Documents.** All plans, diagrams, analyses, reports and information generated in connection with the performance of the Agreement ("Information") shall become the property of the City, but Consultant may retain copies of such documents as records of the services provided. The City may use the Information for its purposes and the Consultant also may use the Information for its purposes. Use of the Information for the purposes of the project contemplated by this Agreement ("Project") does not relieve any liability on the part of the Consultant, but any use of the Information by the City or the Consultant beyond the scope of the Project is without liability to the other, and the party using the Information agrees to defend and indemnify the other from any claims or liability resulting therefrom.
22. **Dispute Resolution/Mediation.** Each dispute, claim or controversy arising from or related to this Service Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating arbitration or legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No arbitration or legal or equitable action may be instituted for a period of 90 days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in the City of Roseville unless another location is mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a Mediated Settlement Agreement, which Agreement shall be enforceable as a settlement in any court having jurisdiction thereof.
23. **Governing Law.** This Agreement shall be controlled by the laws of the State of Minnesota.
24. **Conflicts.** No salaried officer or employee of the City and no member of the Board of the City shall have a financial interest, direct or indirect, in this Contract. The violation of this provision renders the Contract void. Any federal regulations and applicable state statutes shall not be violated.
25. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

Executed as of the day and year first written above.

CITY OF ROSEVILLE

Mayor

City Manager

Cunningham Group Architecture P.A.

By: _____

Its: _____



URBAN DESIGN PRINCIPLES

TWIN LAKES REDEVELOPMENT AREA CITY OF ROSEVILLE, MN

Checklists for establishing a Strong Public Realm and for ensuring Livability, Walkability, Sustainability, and Environmental Responsibility

Contents:

- Introduction: Basic Goals
- Checklist 1: Land Use Patterns
- Checklist 2: Streets & Public Spaces
- Checklist 3: Frontages
- Checklist 4: Buildings
- Checklist 5: Design Review Process



Approved 11/14/07

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The following principles were jointly drafted by City of Roseville Staff & Urban Design consultant Peter J. Musty of CharretteCenter.com Inc, Minneapolis, MN. Partial Funding for the development of the design principles was provided by a Metropolitan Council Livable Communities Demonstration Grant.

Twin Lakes Design Checklists

ESTABLISHING A STRONG PUBLIC REALM: A list of Urban Design Principles to ensure Livability, Walkability, Sustainability and Environmental Responsibility.

Approved: November 14, 2007

Design Checklists:

The City of Roseville is building an exciting new model for new development within the Twin Lakes Neighborhood.

A NEW BUT PROVEN MODEL FOR NEW DEVELOPMENT AND GROWTH

The two patterns below are the basis for the five attached checklists of design principles for Twin Lakes. The appropriate implementation of the following design principles within individual developments will ensure that the public realm of the Twin Lakes Neighborhood remains livable, walkable, and sustainable for all of its residents, workers and customers. The City seeks to collaborate with the private sector in achieving development projects consistent with these principles. Furthermore, the City of Roseville specifically advocates the use of these guidelines, patterns, and development principles within the Twin Lakes Neighborhood. There are several reasons why:

- a. **Economic Growth through Livability.** The City of Roseville is in an economy that requires cities to compete for a growing creative class of knowledgeable workers. These workers are drawn to places and cities with an excellent quality of urban life in close proximity to pristine natural resources. It is important that Roseville increase the quantity and diversity of living choices so that the City can retain its broad range of workers, expand its tax base and utilize the existing infrastructure to attract new workers. In other words – it is important for Roseville to build more quality neighborhoods and living infrastructure to draw and retain quality and professional workers.
- b. **Economic Growth through Walkability.** The City of Roseville wishes to expand its existing infrastructure of walkable residential streets into its new redeveloped commercial and industrial areas. Providing choices for residents, workers, and customers is important – and this will give the neighborhood a choice to walk more and to support transit services. The ability to walk from place to place is a wonderful alternative for those that can drive – and it is a liberating activity for those confined to an office or home during portions of the day. Youths and seniors – both growing and vital populations in the community - prefer neighborhoods and cities that are truly walkable. The ability to walk to work and use the noon hour for a walk is an opportunity that should be afforded to as many Roseville workers as possible.
- c. **Economic Growth through Sustainability.** The City of Roseville wishes to encourage a broad range of new technologies in order to achieve a more sustainable infrastructure of energy, drinking water, surface water management and sanitary sewer, natural resources, and traffic/pavement management. Investing in these technologies now will assist in bringing long-range infrastructure costs down, lowering the maintenance burden and reducing the negative impacts on the environment.
- d. **Economic Growth through Environmental Responsibility:** The City of Roseville is striving to increase environmental responsibility within the community as a whole and the Twin Lakes should evolve no differently. The opportunity exists on this site to not only demonstrate the best technologies and practices for protecting, preserving, and enhancing unique natural features and resources, but also to improve existing negative environmental conditions and attributes. Roseville will be proud of redevelopment that takes place in the



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Twin Lakes area as it will be a shining example of how good citizens and neighbors do business in the 21st Century.

One tool that is currently being used to bring this vision of environmental responsibility to fruition is the Leadership in Energy and Environmental Design (LEED), which is a rating system that reviews environmentally conscious design choices in six areas, including sustainable sites, water efficiency, energy and atmosphere, indoor environmental quality, materials, and innovation. Developments earn points based on the degree of compliance with LEED standards and the City can use this rating system to determine its degree of public assistance for development projects.

The benefits to such an arrangement will reach beyond the obvious environmental benefits. For example, the Twin Lakes area will likely compete regionally—perhaps nationally—for businesses that want to call this area home, and LEED certification can be a great public relations tool. Similarly, redevelopment proposals for this area have stalled in the past due to lack of public support and it is likely that a company building a LEED certified building will be embraced to a greater degree by existing neighbors.

Provisions for locally-sourced materials and innovation could potentially lead to direct support of other local businesses. Through the use of green roofs and porous pavement, runoff can be reduced to near zero and the associated impacts on the Twin Lakes will be greatly reduced even from what they are today. Similar measures can reduce urban heat island effects, reduce light pollution, and support alternative modes of transportation, leading by example for other entities intending to develop within Roseville.

ROSEVILLE WILL ACHIEVE LIVABILITY, WALKABILITY, SUSTAINABILITY AND ENVIRONMENTAL RESPONSIBILITY IN THE FOLLOWING MANNER:

While recognizing the essential need to accommodate vehicular service, circulation and parking, Twin Lakes will be built to encourage pedestrian activity by creating an attractive, safe, and comfortable public realm for pedestrian, bicycle, transit, and automobile traffic.

Building Human-scaled Patterns

There are three organizing physical patterns that repeatedly occur in successful compact neighborhoods, villages, towns and cities.

- I Urban to suburban natural pattern
- II Public to private pattern.
- III Small block pattern.

Building Human-scaled Neighborhoods

Development and Redevelopment is implemented through the design, placement, relationship and implementation of three basic neighborhood forms.

- I Streets



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II Frontages

III Buildings

Human-scaled patterns and neighborhoods are the fabric of many successfully developed cities today. They cross cultural and climatic boundaries and are evident in Minnesota towns and cities nationwide. These concepts are worth incorporating in new development and redevelopment. They are encouraged in the new Twin Lakes.



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WHAT IS THE URBAN TO SUBURBAN PATTERN?

The urban to suburban pattern works well at the scale of the Neighborhood (or the District).

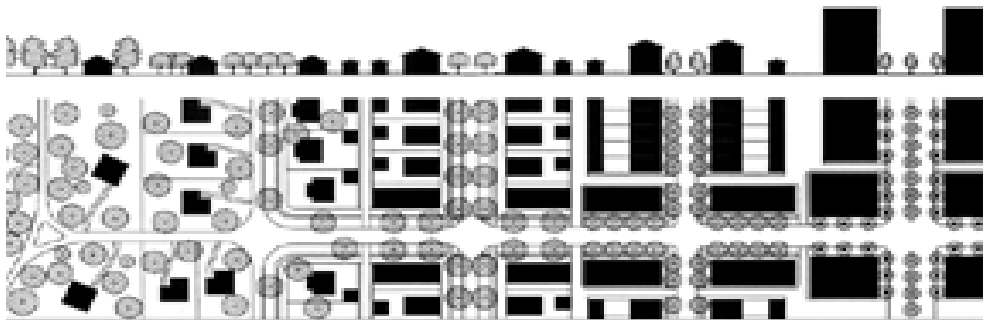
The transformation in how development and open space becomes more compact happens in part or in whole from the center of the neighborhood to the edge over several different degrees of sophistication described as:

- Urban core,
- Neighborhood centers,
- Neighborhood general areas, and
- Suburban areas.

Each degree has a set of design principles that take place in arrangements unique to the site and its location in the gradation from urban to suburban.

For instance, shopping can take place in a large department store in core districts, in markets or storefronts in neighborhood centers – or in corner stores in neighborhood general areas. In less compact, more automobile dependent suburban areas, shopping occurs at regional malls and shopping centers – or via mail, phone and internet from homes.

This pattern repeats itself within the many neighborhoods and districts of a city. Complete neighborhoods or districts generally are made up at least three of the four typical urban zones – yet they are all within walking distance of each other. It is feasible to have limited suburban residential areas connected to urban districts, but it is not acceptable to have predominantly or exclusively suburban “Big Box” commercial areas connected to neighborhoods, as they generally obliterate walkability due to their scale. There is also limited automobile-scaled commercial development appropriate along commercial corridors, but this development will be limited and provide pedestrian access to adjoining residential areas.



SUBURBAN ←-----→ URBAN



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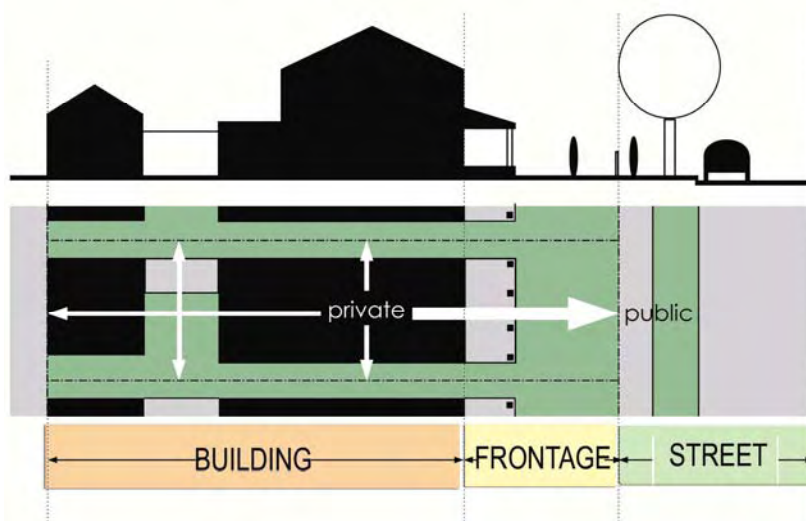
WHAT IS THE PUBLIC TO PRIVATE PATTERN?

The street, lot frontage and the building make up the public to private transition that occurs repeatedly throughout Roseville.

As the design of each project evolves, the market and the unique needs of the landowner assist in creating the arrangement of the different parts (street, lot frontage, and building) that should exist. These contribute to the “public realm”: the environment that all citizens share.

To Roseville it is important to encourage the positive impacts of development that recognize the value of the public realm as a community amenity. The City encourages design elements that contribute to a public realm that increases the quality of life for current and future residents. Furthermore – the City has responsibility for defining how the “private realm” (buildings, etc.) affects the “public realm” (streets, public places, etc.). For Twin Lakes this has been done by identifying and encouraging a set of streets (public realm), frontages (semi-private realm) and buildings (public realm) that are consistent with the neighborhood redevelopment vision.

Call it a KIT OF PARTS. This Kit of Parts is a menu of development types that – if followed - will help ensure that the “public realm” evolves in a way that satisfies and serves all citizens – residents, workers and customers. The following development checklist is designed to help define ways to implement the “public realm” and provide developers and their architects written and graphic descriptions of the important components of the Twin Lakes Master Plan. However, the ultimate building design and the range of permitted uses – within the private realm – should be market driven and left to the property owner to detail (see Checklist 5: Design Review Process).



Redevelopment of Twin Lakes – whether high tech office, mixed use or residential – will respect street/frontage/building pattern found throughout Roseville’s neighborhoods. A continuous pattern of public to private relationships will ensure that all development contributes to and benefits from a shared public realm.



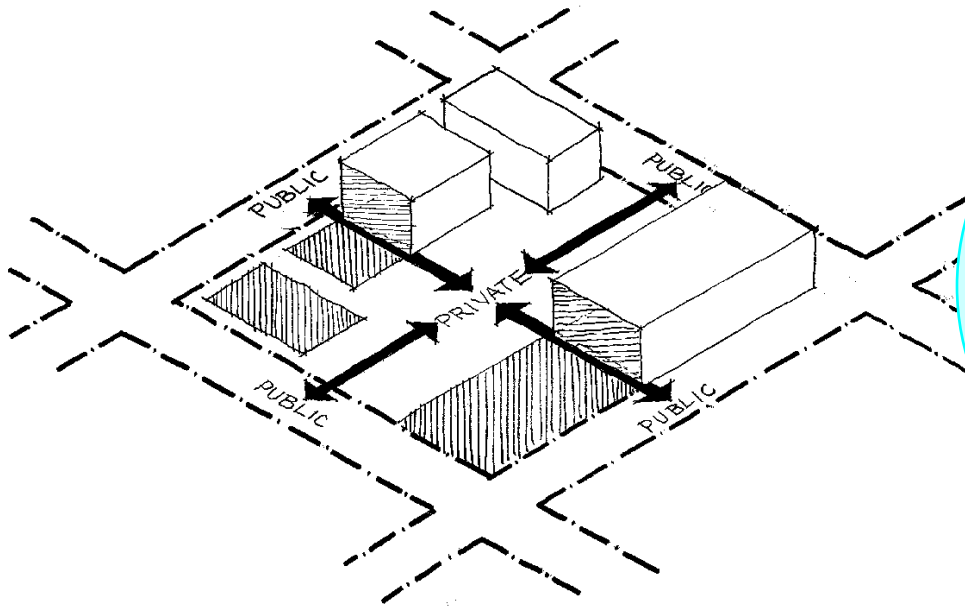
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WHAT IS THE SMALL BLOCK PATTERN?

Another urban form that is found throughout many of Roseville's older residential neighborhoods is the small block.



Twin Lakes will require a pattern of interconnected streets forming complete blocks. Buildings will face outward, fronting public streets, while private spaces are created in the interior of the block.

The small block pattern enhances walkability: Small blocks allow for a network of interconnected streets. This network is vital for pedestrians. Large blocks force pedestrians to walk around them – often creating walking distances that are too long. It is widely known that pedestrians will only consider walking if the trip can be made within three to five minutes. In Minnesota's winters, cutting down walking distances are even more important especially in a life style, open air shopping development. Small blocks reduce average walking distances.

The small block pattern enhances sustainability: Designing blocks creates flexible increments of development over time. Small blocks lead to more efficient parceling and subdividing, reducing the average increment and scale of each development. Developing Twin Lakes one small block at a time creates a reusable infrastructure by ensuring that second phases or second generations of development can be inserted or redeveloped 'right across the street' without creating awkward transitions between uses. A smaller block pattern also increases the lineal frontage per square foot of land, creating better access and more opportunities for different uses within the same block.



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Checklist 1

LAND USE PATTERNS

- ☐ 1. 'MIXED USE' – In Twin Lakes, 'mixed use' means more than the development of adjacent single use projects (multi-use or mixed land use). "Mixed use" means a range of uses within each development project accommodating a range of daily activities within walking distance of each other. 'Mixed use' also means that there may be different uses within the same building, or that buildings are placed so that different uses can happen in the same building over time. This can be done through innovative design and by incorporating elements of new mixed-use projects currently underway throughout the Twin Cities.

Examples of mixed use and mixes of land uses:

- Park Commons (Excelsior and Grand), St. Louis Park (*mixed housing over shops*)
- Northeast Quadrant, St. Paul (*mixed housing over shops*)
- Clover Field Neighborhood, Chaska (*Mixed housing over shops*)
- Arbor Lakes, Maple Grove (*limited office over shops, adjacent housing*)
- Centennial Lakes, Edina (*separate retail, mixes of housing, office, recreational opportunities*)
- The Village, Blaine (*retail, big box, adjacent to future housing*)



There will be a rich mix of residential, workplace and retail in the same blocks (horizontally) and in the same buildings (vertically).

Sensitive transitions between uses are crucial and must be creatively designed.



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- ☐ 2. **CONNECTION TO PUBLIC SPACES** – There will be physically accessible and visually clear corridors connecting all public places to the lakes and parks. These corridors can be pathways, streets, or linear greens and where possible will be continuously framed by building frontages on both sides or public open spaces.
- ☐ 3. **COMMERCIAL VISIBILITY** - Prominent features of the urban core development such as towers, fountains, entrance monuments, and signage will be visible from adjacent highway corridors. This will be done without sacrificing the sense of intimacy, enclosure, and human scale so important to pedestrian comfort.
- ☐ 4. **TRANSITION and CONNECTIVITY** - All existing suburban residential neighborhoods to the north of the development will be sensitively protected and separated both physically and visually from core zones and suburban commercial development. Yet, they will be formally connected to center areas via a system of walkable streets with sidewalks – and where necessary – bike and walking paths.
- ☐ 5. **GATEWAYS** – There will be a set of buildings and/or landmarks clearly marking the entries to primary thoroughfares such as Twin Lakes Parkway (from the West and the East). The gateways will be surrounded by landscaping and fully accessible by car, bicycle, and pedestrian and be enclosed by buildings on both sides.
- ☐ 6. **CENTERS, URBAN to RURAL, PUBLIC to PRIVATE** - Twin Lakes will not exclusively be made up of commercial building types set in automobile scaled settings. Rather – they will include many of these commercial uses – but will distribute them amongst residential uses in a varying urban pattern that is more compact at the centers and less compact at the edges. There will be both urban and suburban settings in Twin Lakes – with sensitive transitions carried out between each type of development. There will be a proportionally higher quantity of more urban, mixed-use buildings in the center - closely but sensitively placed upon a range of street types. The Twin Lakes Neighborhood will consist of core, neighborhood center, neighborhood general and limited suburban zones.
- ☐ 7. **SMALL BLOCKS** – There will be a network of public right-of ways forming complete blocks. Mid-block pedestrian passages are acceptable as long as buildings address them with frontages.



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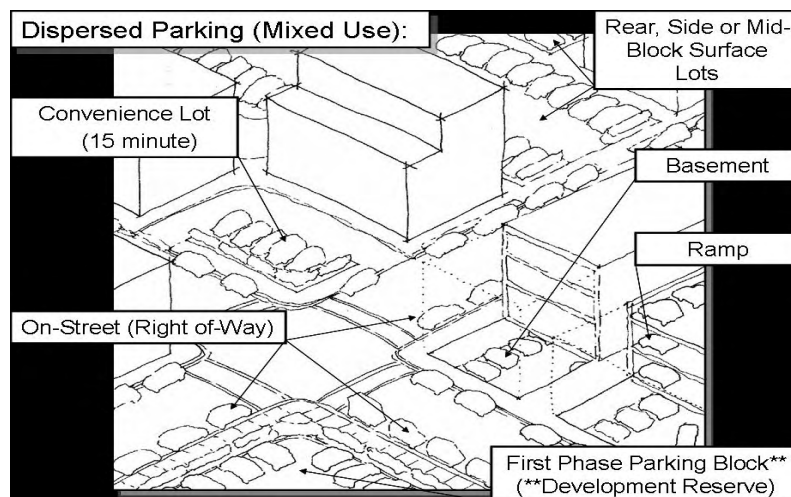
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- ☐ 8. LIMITED SUBURBAN COMMERCIAL - There may be limited suburban commercial along edge corridors (Cleveland and County Rd C). Such development will be seamlessly integrated with core urban zones immediately adjacent or in the same block.



- ☐ 9. DISPERSED PARKING – Parking will be dispersed in many different places rather than concentrated in large surface lots. Parking can be dispersed by designing it into the following locations:
- on the streets in parking bays
 - behind buildings (inside blocks)
 - in underground or built structures not exposed to pedestrian view. (Multi-function of parking spaces and decks are encouraged for spaces that clearly will double as public spaces or event areas)
 - "convenience parking" frontage that allows parking to exist in front of high traffic commercial building types.



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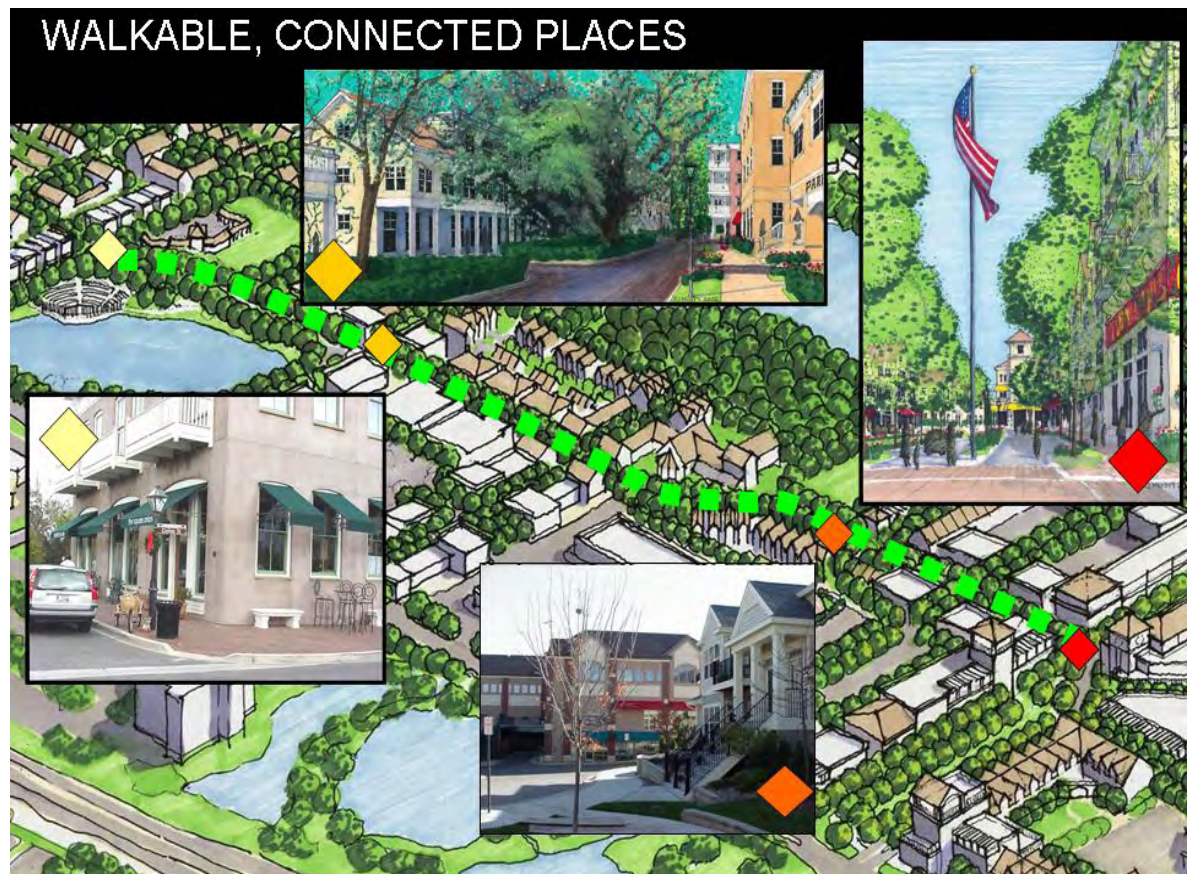
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Checklist 2

STREETS & PUBLIC PLACES (Public Realm)

- ☐ 1. **WALKABILITY** – Streets and Public Places are walkable if they are protected, enclosed, and attract pedestrian activity. Walkability may be accomplished through consistent placement of buildings with varying but complimentary frontages close to the sides of a space or along streets. Trees also provide enclosure – but they cannot provide continuous protection from wind, rain, and sun. Buildings with interesting frontages, windows and lighted display can also add to the vitality and interest of the streets in the Twin Lakes Neighborhood. Features of walkable streets and public places require continuous presence of the following elements:
- Trees spaced close enough to provide canopy
 - Buildings brought forward to address the street, creating enclosure.
 - Travel lanes for autos, bikes and pedestrians.



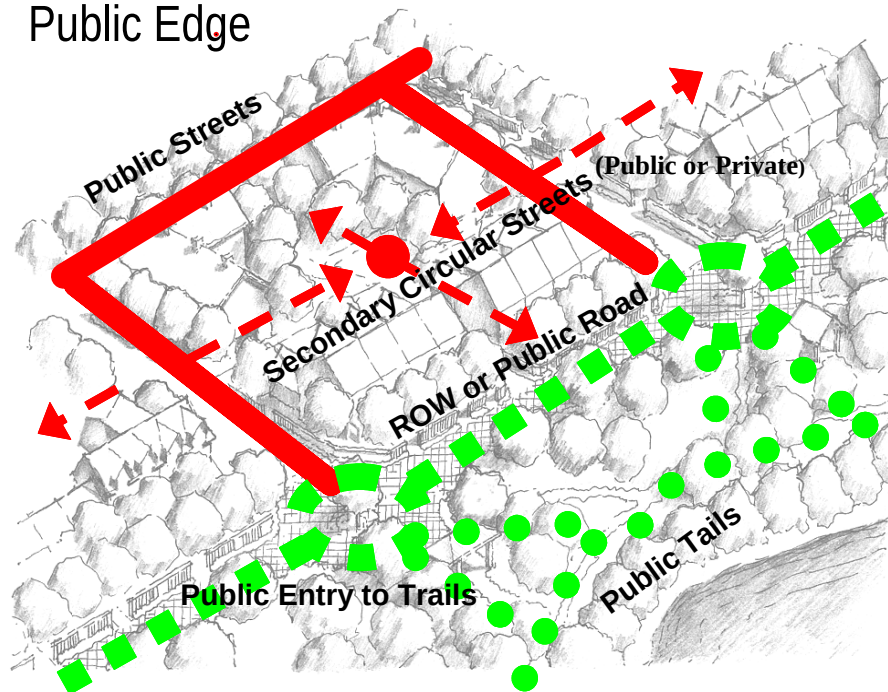
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- ☐ 2. **PUBLIC EDGE** - Existing lakes and parks will be fronted with clearly defined, continuous and accessible public pedestrian rights of ways maintained by the City. These right-of ways, like all other right of ways, will be lighted and open to the public at all hours. Where appropriate, adjacent paved streets may be a portion of this right-of-way. While both pathways and roadways are permitted and encouraged, the building fronting on them must provide an entry/exit to the public edge.

Public Edge



- ☐ 3. **RANGE OF FORMAL PUBLIC SPACES** - There will be a range of public open spaces throughout the district, including but not limited to squares, courts, parks, plazas and greens. These places will be enclosed by building frontages and will be safe places for walking, relaxing, and gathering. These spaces will be heavily landscaped yet be designed for low maintenance.
- ☐ 4. **RANGE OF TRANSPORTATION MODES** - There will be a wide range of transportation modes accommodated on all streets. Pedestrians, bicyclists and vehicles will all be accommodated on every street – including major thoroughfares.



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- ☐ 5. ON-STREET PARKING – The City encourages parallel (public streets in bays) or diagonal on-street parking (private streets) on every street in the development. This is in order to reduce the parking demands on surface or structured parking facilities, as well as to provide customer convenience to storefront retailers.
- ☐ 6. STREET LIGHTING - There will be overhead and pedestrian lighting placed at regular intervals on all streets throughout the development.
- ☐ 7. PUBLIC SIGNAGE - All public traffic control\ directional\construction and temporary signage will include design that is compatible to the building character or other site signage.
- ☐ 8. TREES - There will be trees planted at regular intervals within the planting strip of every street throughout the district. The tree species will comply with the Roseville Street Tree Master Plan and replacement of dying, diseased and stressed trees will be required.



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Checklist 3

FRONTAGES (Semi-Private Realm)

- ☐ 1. **FRONTAGES WILL SUPPORT STREET LIFE AND WALKABILITY** – Well designed building frontages provide an address on the public street or open space. A consistent alignment of building frontages and street spaces support a level of street life that can increase the quality of life for residents, workers and customers and the values of the private property. It also helps to create walkable corridors by providing an attractive, safe and comfortable place for pedestrian activity.
- ☐ 2. **MINIMIZED SETBACKS** – Excessive setbacks leave the public right of ways uninteresting and environmentally hostile to pedestrians. Buildings will be placed to the exterior of blocks to allow a maximum amount of private open space or parking within the center of blocks. Buildings will front street such that their frontages help frame public streets and open spaces.
- ☐ 3. **STREETWALL** – Building frontages that are consistently aligned form a streetwall, shelter pedestrians from bad weather and create a sense of place. This will encourage increased street activity beneficial to commercial establishments while increasing the quality of life for residents, workers, and visiting customers. This principle holds true for public places as well as streets.
- ☐ 4. **FRONTAGES ON EVERY FAÇADE** – There will be a distinct frontage type on each building that faces a public right of way. These frontages will contain primary entries for visitors. All streets and public places, including parks and lakes, need to be faced with primary frontages. No buildings will ‘back up’ or ‘back onto’ to any public space without a clearly identifiable frontage or facade. Any building not able to meet this requirement for commercial viability reasons may need to require two entries of equal importance.



The streets and public spaces in Twin Lakes will be portrayed by a range of frontages that provide a welcoming, comfortable and walkable character.

These frontages include shop front, arcade, stoop/dooryard, porch and common yard.



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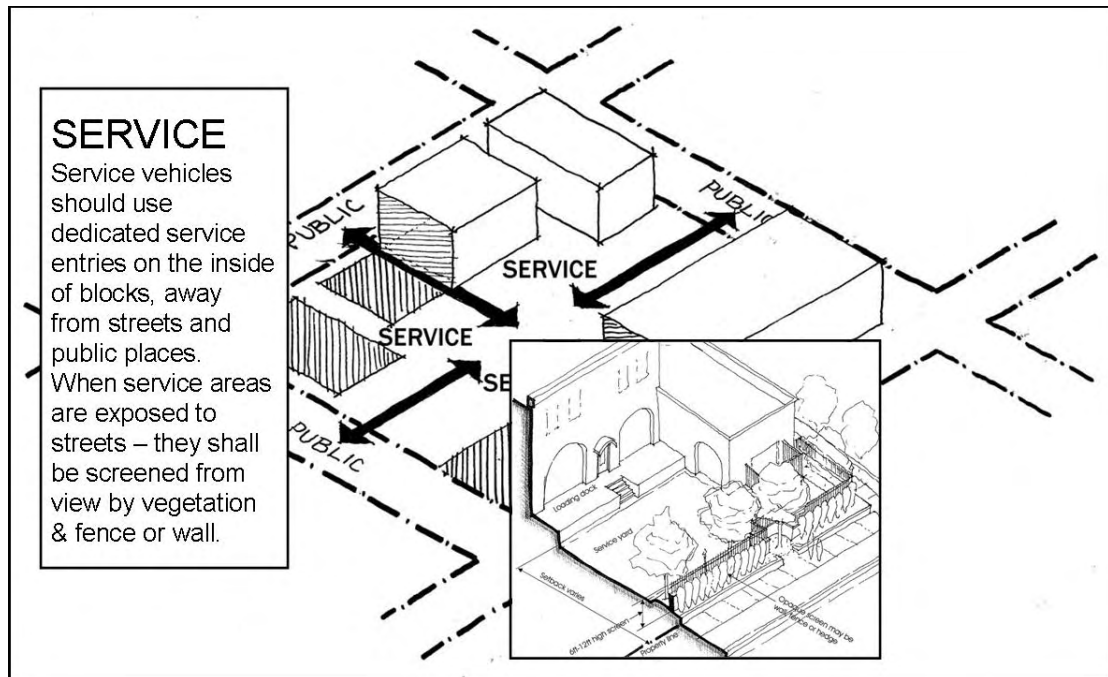
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- ☐ 5. **NO BLANK WALLS** – There will be no continuous wall surface along any street longer than 60’ without an entry or windows. An ‘entry’ allows a pedestrian to access a building from the street it fronts. All continuous wall surfaces longer than 60’ will include window displays or other design feature at the street level.



- ☐ 6. **SERVICE** – Service vehicles will use dedicated service entries interior to blocks and not visible from public open spaces or streets. The service areas include space for loading bays, dock doors, trash enclosures, etc.



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Checklist 4

BUILDINGS (Private Realm)

- ☐ 1. **DURABILITY** - Buildings throughout the development will be built to last for generations of users. This can be done through the proper use of durable, energy efficient building materials. Suggested materials include glass, architectural metal, masonry manufactured or natural stone, and pre-cast color impregnated concrete.
- ☐ 2. **ADAPTABILITY** - Buildings throughout the development will be built to suit the first users while being flexible to allow varying uses over time. Adaptability can be achieved by using simple, modular plans (bays) and allowing complex and less adaptable design to take place at the edges of the buildings. The reason for applying flexibility to building design is that over time, it is much easier to move the walls within a building than to move an entire building or make the building bigger or smaller. This approach will also lower the costs of retrofitting and remodeling for future uses. Designing for flexibility within the building allows for efficient and cost effective retrofitting and remodeling as well.
- ☐ 3. **BEAUTY** – Building walls will be well designed, beautiful, highly valued, and worthy of preservation. Buildings will convey timeliness and a sense of pride through the visible presence of good proportion, careful detailing, and thoughtful composition of architectural elements. This can be done with a qualified architect for each building.
- ☐ 4. **MIXED VERTICAL ZONES** – Buildings – through good design, will allow different uses to occur on different levels within the same building. This is done through sensitive planning of transitions and separations.
- ☐ 5. **DISCOUNT RETAIL USE vs. BIG BOX BUILDING TYPE** – The Twin Lakes goals are flexible and allow for large format retail facilities but discourages the single level large footprint concrete box building types. Larger format retail buildings will need to minimize adverse effects on the public realm such as blank street walls, large exposed parking lots and inward orientation. Options to solve this problem can be as follows:
 - Discount retail uses are located on the ground level of multi-level mixed use buildings.
 - Shared parking to the rear (second front) is provided with other uses on a larger block with a distinct exterior or interior – i.e. forming an ‘urban side’ and a ‘suburban side’.
 - Incorporating the use of common wall (liner) buildings around the outside with independent retail fronts facing the street.



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- ☐ 6. MAXIMIZE NATURAL LIGHT - Buildings will maximize the use of natural light and southern exposure, especially along exterior walkways and entry points.
- ☐ 7. INFORMATION TECHNOLOGY - Buildings will be outfitted with the latest upgradable information technology infrastructure.
- ☐ 8. SUSTAINABLE - Buildings will employ environmentally sustainable design and construction standards.
- ☐ 9. SHEDDING WATER - Buildings will handle, store, and clean storm water on the site in a slow and diffuse manner, or collectively with adjacent buildings in a subregional retention area that doubles as public amenity, consistent with Rice Creek Watershed District standards. Such innovative techniques for treatment of water include roof gardens, rain gardens, swales and under paved surface piping and storage.
- ☐ 10. STYLE: BACKGROUND vs. LANDMARK BUILDINGS –
 - Background buildings are designed to fit the context that they are in, often participating with other buildings to form spaces or ‘places’ and thus attempt to call less attention to themselves in order to support. Traditional row houses, shop front and mixed use buildings are background buildings.
 - Landmark buildings are set alone in space. These buildings separate themselves physically and visually from the context that they are in. Churches, civic and prominent commercial or workplace/industrial headquarters are examples of appropriate Landmark buildings.

Most background buildings employ architectural styles that reflect the building context, design character, proportions and rhythms of the region’s best architecture, while also recognizing and responding to the region’s unique climate. In other words background building style and expression should come second to function, usefulness and durability. An exception can be made for more public, civic, or headquarters buildings (“Landmark” buildings), which deserve special treatment with regards to self expression and design as they create landmark sites and are often a visual focus.

- ☐ 11. MECHANICAL SCREENING – Roof mounted service equipment will be screened from view at all times. Screening used will ensure the roofscapes and screening materials or parapet is an integral part of the design of the building with respect to form, materials and color.



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- ☐ 12. GENERAL LANDSCAPING REQUIREMENTS - Priority will be given to attractive landscape design in the following areas:
 - Entrances to the site
 - Focal points within the site
 - Front yards and exposed exterior side yards and building faces
 - Buffers and transitions between sites
 - Parking areas
- ☐ 13. LANDSCAPE DESIGN STYLE - The preferred approach for landscape style is to group trees and shrubs to frame building frontage. Dense landscaping and/or berming will be used to screen parking areas that are not adequately screened by the building frontages. These landscape areas that are used for screening visually uninteresting building surfaces or parking areas will be coniferous planting for year round protection.
- ☐ 14. SIGNAGE - Building identification signs will include the name of the building or tenant(s). When signs are proposed on building facades, they must be on the front elevation and within a sign band illustrated in the architectural drawings and must be approved and consistent with the building owner's/manager's sign design plan. Freestanding identification signs may include the building address and ground mounted in a landscape setting. Materials and colors used on the sign will be consistent and compatible with the building design. Building signs must not dominate the streetscape by their size or height and may be internally or externally lit. For size details and approvals, refer to the City Sign Code.



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Checklist 5

DESIGN REVIEW PROCESS

The following will be used by the City of Roseville as a checklist for items to be included on the Site Plan drawings. Include these details with the drawings submitted for a review by the Development Review Committee.

☐ 1. SITE PLAN DRAWINGS

- Context and Building Placement Plan – (intended to address livability, walkability and sustainability issues of all intended phases.) This plan must communicate:
 - Impacts on existing community, built environment and natural landscape a minimum of 750' in all directions
 - Placement of all new building types (including future expansion areas if applicable).
 - Major landscaping changes and their impacts.
 - Floor Area Ratios and building lot coverage for each phase of the project.
- Site Plan – (includes all property lines, conventional technical graphic standards required) This plan must include:
 - Driveways, parking and loading areas including curb details, surface materials and snow storage provisions.
 - Sidewalks, other paved areas such as entry areas and patios.
 - Existing trees with existing and proposed grades.
 - Lot grading, drainage and ponding showing approved grades on the site over which a landscape plan is drawn.
 - Service lead-ins (storm, sanitary, water, hydro, gas and telephone).
 - Poles, transformers, meters, fire hydrants, siamese connections.
 - Fence and wall locations, design, height, materials and colors.
 - Exterior lighting location, design, color and throw.
 - Exterior service areas and their screening (including garbage).

☐ 2. BUILDING TYPE DRAWINGS

- Elevation Section, and Plan (to scale) of every Building Type to be built in each project. (It is not required that every building be represented, just every building type. Slight variations of each type must be shown in schematic fashion.)
- Square footage per floor and per building.



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- Building height from grade.
- Models, aerial photo or 3-D images of every project.
- Material types and colors to be used (samples may be requested).
- All mechanical equipment, vent stacks, etc on elevation or roofs (location, size, color) and proposed screening.
- Building Signage (if applicable) and sign bands for multi-tenant buildings.

☐ 3. LANDSCAPE PLANS

- Existing trees, grades and measures proposed to preserve them.
- Site contours (either 1 foot or 2 foot) and utilities (overhead and underground).
- All planting, including locations, type and size in caliper, height, spread and root condition. The planting plan must be completed on same plan with contours.
- All screening, including details (fencing, berms, walls, etc)
- Coordination with minimum landscape requirements for streetscape edge, foundation planting and landscape buffers.
- Scale of drawings 1 inch = 30 feet minimum.

☐ 4. SIGNAGE AND EXTERIOR FURNISHINGS (IF APPLICABLE)

- Flags, sculpture, fountains, benches, planters, waste units, including locations, size, design materials and colors.
- Exterior Signs and Graphics.
- Location on Site Plan or Sign Band.
- Size of planters and elevations
- Color indicated on elevations. Provide samples on request.
- Type of lettering. Show graphics on elevations.
- Materials. Provide samples on request.
- Lighting. Location, color and throw.
- Framing and supporting walls or devices.

☐ 5. LOT GRADING, DRAINAGE AND SERVICING PLANS

- Lot grading, drainage, ponds, and water storage (including calculations)
- Building location, driveways and walks.
- Transformers.
- Poles.
- Bell vaults.
- Hydrants.
- Siamese connections.
- Street lights.
- All existing trees with original grades.



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- Trees to be removed.
- Trees to be preserved.
- Proposed grades. Contours and spot elevations. Soil stock pile areas and height.
- Snow fencing and snow storage area.
- Service lead-ins and hook-ups, meters, regulators, etc.
- Property dimensions, bearing.
- Noise abatement measures.
- Exterior doors, steps or stairs.

☐ 6. GRADING INFORMATION

- Minimum percent slope for landscaped swales is 1.5%.
- Maximum slopes: For landscaped areas is 3:1; for driveways is 8%
- Complete grading information. Contours and spot elevations.
- Finish garage, basement and first floor spot elevations.
- Footing elevations. Depth below street grade.
- Sanitary sewer, storm water and city water pipe elevations at nearest connection point.
- Road/lot corner elevations.
- Berming.
- Drainage flow arrows.
- Swales.
- Retaining walls and details.



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