



**City of North St. Paul
Housing & Redevelopment Authority
Following the City Council Regular Meeting**

**February 21, 2023
6:30 PM**

The Housing and Redevelopment Authority meeting will be conducted on **February 21, 2023** immediately following the City Council meeting. The meeting location is the City Council Chambers of City Hall, located at 2400 Margaret St., North St. Paul.

The City Council will also be meeting by interactive TV under Minn. Stat. 13D.02. Members of the public are permitted to attend the meeting in person, however, it is encouraged to participate in the meeting remotely. Instructions can be found below.

The **February 21, 2023** Zoom meeting can be accessed via

<https://tinyurl.com/NSPCityCouncil>

(from a PC, Mac, tablet, iPhone or Android device)

or by phone at 1-929-205-6099, meeting ID 821 4097 2224, password 362656.

You can also watch the meeting on our YouTube channel here tinyurl.com/NSPYoutube

The City Council Zoom meeting will be 'open to the public' to listen in but will be muted from contributing at all times with the exception of a Public Hearing and open to the public forum.

Please join the meeting early to test your audio and video settings.

I. Call to Order

II. Roll Call

John Monge, Chair
Tim Cole, Commissioner
Cassidy Schweer, Commissioner
Lisa Wong, Commissioner
Jason Nordby, Commissioner
Brian Frandle, Executive Director

III. HRA Action Items & Recommendations

- A. Update on 2172 Eldridge Ave E Student-Built - Tom Spehn
- B. Marketing Video by Open Window Productions

IV. Adjournment

The next regularly scheduled Housing & Redevelopment Authority meeting is TBD



To	Date
Honorable Mayor Monge and City Council	February 21, 2023

Agenda Placement # III.B

HRA Action Items & Recommendations

Subject

Marketing Video by Open Window Productions

Background/Facts

The Economic Development Authority requested a proposal from Open Window Productions company to develop a short marketing video targeted at attracting businesses and new residents and families to the City of North St. Paul. In developing the scope of work with Open Window Productions, it was determined that the final deliverable would be beneficial to the City in marketing for economic development purposes as well as providing a marketing tool to showcase redevelopment projects, City services, and quality of life amenities, and is thus beneficial to the City overall. The EDA requested a cost-share with the City Council and the HRA to cover the cost of the contract where the EDA would contribute 50 percent of the overall cost of production and the HRA and City will each contribute 25 percent. This request was approved by City Council on February 7 and the EDA reaffirmed their commitment on February 14.

Recommended Action

Authorize staff to execute contract with Open Window Productions

Attachments

1. Open Window Production Proposal
2. HRA Res 2023-xxx Approving Open Windows Production (HRA)

Respectfully submitted,
Brandy Howe, Community Development Director



Open Window Productions
6514722542
PO Box 296
Willernie, Minnesota
55090
United States

Prepared For
Brandy Howe
North Saint Paul

Proposal Date
01/31/2023

Proposal Number
110421-71

Overview

The city of North Saint Paul has a rich history and is poised for a vibrant future. New development and new opportunities are abound in the city which is full of life and robust community engagement, thanks to the many events that are held throughout the year. This proposal is to develop a ~3-minute video targeted at attracting businesses and another targeted at families. Additionally, we will write and shoot content for a visitor promotional video and a broadly targeted "Rediscover North Saint Paul" video.

Scope of Work

Creative Development - We will use input from city staff to develop four first draft scripts; one for each video. We'll then share and collaborate with all parties to ensure the messaging is connecting as intended. Although exact details will be developed, we intend on featuring community leaders and residents with short on-camera sound bites along with a professional voice-over narration. Once the script is approved, we will create a shot list and shooting schedule and help with coordinating all production logistics.

Production - We expect to film in several locations throughout the city. Any shoots that we are capturing audio will require our 3-person crew, while footage without audio (b-roll) will only require a videographer. Shooting details will be established in our creative development process, we anticipate a full day shoot with our full crew and two 1/2 days with a solo videographer.

Post-Production - Once all interview footage has been filmed we will jump into post production. The first review will be shared on Vimeo Pro where you can watch the video and click on it during playback to leave notes. Once all feedback is in, we will make the requested revisions until the video is fully approved. If we decide to use professional VO, we will first record a "scratch track" with our voices; on that script is approved, we will request it from the professional and insert into the updated revisions. A logo animation and basic graphics package are included.

Deliverables - We will provide two completed videos: A ~3-minute video specifically targeted to business owners, and one targeted at families. Additionally, we will have a script and footage to edit 2 additional videos: "Visit North St. Paul" and "Rediscover North St. Paul." Should you choose to move forward with the additional edits, we will resubmit an updated estimate for the additional scope of work.

Timeline

March 1st - Finalize contract & schedule winter b-roll shoot
 June 2nd - First full day of production, with interviews
 June 5th - Full day of b-roll
 June 16th - First Review of edit
 Last week of June - Revisions and final delivery.

**We can add a 1/2 day in the fall to film B-roll and add that additional footage into the video. If you choose to add this it will be billed separately for an additional \$750.

Pricing

Description	Rate	Qty	Line Total
Creative Development Script development, coordination, and strategic direction	\$95.00 +Sales Tax	16	\$1,520.00
Full Crew 3 person crew w/4K equipment and sound	\$350.00 +Sales Tax	10	\$3,500.00
Videographer 4K Camera Equipment	\$150.00 +Sales Tax	10	\$1,500.00
Post Production Editing / Motion Graphics / Delivery	\$125.00 +Sales Tax	36	\$4,500.00
	Subtotal		11,020.00
	10% Discount		-1,102.00
	Sales Tax (7.38%) #5221317		731.95
	Proposal Total (USD)		\$10,649.95

Notes

30% of estimate due on approval, full payment is due on final delivery. Should aspects of the production change, we will provide you with an updated estimate for approval.

A 10% discount has been applied because our whole team is from the area and is passionate and excited about this project.

Terms

STANDARD TERMS AND CONDITIONS

1. Engagement / Services. Company is engaged on the terms and conditions contained herein to render the services described on page 1 of this Agreement. Company's services will be rendered to Client on a non-exclusive basis.

2. Fees. In consideration of the Services performed by Company hereunder, Client will pay Company the

Fees stated on page 1 of this Agreement in accordance with the payment schedule. Any changes to the Services requested by Client may result in an additional fee. Client agrees to promptly review and respond to Company regarding any such additional fee. Company will not incur any obligations or expenses on Client's behalf without Client's approval. Client will be responsible for all expenses and costs in connection with the Projects which are not included or accounted for in this Agreement. If Client terminates this Agreement as set forth herein prior to completion of Company's Services on the Projects, Client will pay all any unpaid balance of the Fee for Services rendered to date of termination, and any unreimbursed expenses immediately following such termination.

3. Clearances and Permissions. On Client's request, Company will use reasonable efforts to acquire any necessary clearances, permissions and licenses from individuals, companies, locations and any other third parties in connection with any filming and/or recording of the Projects and for the inclusion of any third party content by Company in the Projects for the purpose and commercial exploitation of the Projects, all according to additional budgets agreed on by Company and Client. Following delivery of the Projects to Client by Company, Client will be solely responsible for obtaining and paying for all clearances, permissions and licenses for material added to the Projects or revisions made to the Projects by or for Client, and for distribution of the Projects via media not included in clearances obtained by Company. Client will indemnify and hold Company harmless against all claims with respect to such added material or un-cleared uses.

4. Independent Contractor / Insurance. Company is an independent contractor and no employment, agency or similar relationship exists between Client and Company. Company is responsible for the payment of all taxes based on the amounts paid by Client to Company hereunder and for general liability insurance covering the Services. Client will be solely responsible for all other insurance coverage that may be deemed necessary or advisable with respect to the Projects and Client will name Company as an additional insured party under each such insurance policy.

5. Representations and Warranties. Client and Company each represent and warrant that they are authorized to enter into Agreement and that neither is subject to any obligation or disability that will or might prevent or interfere with the performance of their obligations under this Agreement. Client agrees to defend and indemnify Company, its affiliates and subsidiaries, against all loss, liability, damage, cost and expense (including legal costs and reasonable attorney's fees) suffered or incurred by Company by reason of (i) any breach or alleged breach of any representation, warranty, covenant or agreement made by Client in this Agreement, (ii) the negligence or wrongful acts of Client, its employees, subcontractors, agents or representatives, (iii) any alleged or actual violation by Client its employees, subcontractors, agents or representatives of any law, rule, ordinance, resolution, requirement, mandate or regulation; (iv) any fraud committed by Client, its employees, subcontractors, agents or representatives, or (v) any actual or alleged infringement or violation of any intellectual property right, including, without limitation, any trademark, service mark, patent or copyright, and misappropriation of trade secret or any similar proprietary right.

6. Contingencies. The provision of the Services will be suspended immediately if Client is in breach or default of any provision of this Agreement and such suspension will continue until Client cures the breach or default to Company's satisfaction or until Company elects to terminate this Agreement for non-cure. In the event of such suspension, the payment terms of this Agreement will remain in full force and effect and Client will promptly pay Company the Fee. This Agreement may be terminated by Company based on the occurrence of a force majeure event, including labor dispute, fire, war, governmental action or proceeding, injunction, failure of technical or transportation facilities or any other cause beyond Company's control. If a suspension for a force majeure is in effect for more than five business days, either party may terminate this Agreement without further obligation to the other party, except as set forth in this Agreement.

7. Work-For-Hire: Unless otherwise agreed between the parties, Company will render the Services on a "work-made-for-hire" basis for Client pursuant to the U.S. Copyright Act.

8. Non-Solicitation. During the Term and for 12 months thereafter, Client will not solicit, employ or offer work to or contract with, directly or indirectly, any of Company's personnel without Company's prior written consent.

9. Excusable Delay: In no event will Company be liable to Client for any delay or failure to perform due to any

cause beyond the control and without the fault or negligence of Company.

10. Confidentiality. Client agrees to regard and preserve as confidential all information related to the business and activities of Company, its clients, customers, employees, suppliers and all entities with whom Company does business, that may be obtained by Client from Company or that may be developed or derived as a result of this Agreement. Client agrees to hold such information in trust and confidence for Company and not to disclose such information to any person, firm or enterprise, or use (directly or indirectly) any such information for Client's own benefit or the benefit of any other party, and to limit access to and disclosure of such confidential information to Client's employees on a "need to know" basis only.

11. Credit. Company will not use footage written consent from Client.

12. Survival. The provisions of this Agreement which by their nature survive the termination of the Term will remain in full force and effect, including, without limitation, the provisions relating to representations, warranties, indemnification, default and financial or other obligations of Client.

13. General Provisions.

(a) This Agreement (including the Schedules) contains the entire understanding between the parties hereto with respect to the subject matter hereof and cannot be changed except in writing and signed by both parties. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without regard to its conflict of law provisions or those of any other State and any action arising out of this Agreement will be venued exclusively in the courts located in Minneapolis, Minnesota. The prevailing party in any such action, on trial or appeal, will be entitled to recover reasonable attorneys' fees to be paid by the losing party as fixed by the Court. (b) No waiver by either party of the breach of any term or provision of this Agreement will be deemed or construed to be a waiver of any preceding or succeeding breach of the same or any other term or provision. (c) No waiver by either party of any term or provision of this Agreement will be deemed or construed to be a waiver of any other term or provision of this Agreement. (d) Company may engage sub-contractors to provide all or some of the Services. (e) Company will not at any time release or authorize the release of any information, advertising or publicity relating to Client, Client's personnel or operations, or Company's engagement hereunder without the consent of Client. (f) Notices may be given to either party at the address given on page 1 of this Agreement either by mail, courier or special delivery or via email and will be effective as of the date of the notice. Any change to either party's address will be given to the other party in writing. (g) In the event of a proven breach by Company of the terms of this Agreement, Client's remedies will be limited to an action at law for actual damages, if any, and in no event will Client be entitled to restrain, enjoin or otherwise impair Company's ongoing business activities or the exploitation of Company's Services by third parties. (h) Client may not assign this Agreement or any of Client's obligations hereunder except in writing and with Company's prior written consent.

CITY OF NORTH ST. PAUL

RESOLUTION NO. 2023-xxx

**RESOLUTION AUTHORIZING COST SHARE FOR
OPEN WINDOW PRODUCTIONS'
MARKETING VIDEO PROPOSAL**

WHEREAS, the Economic Development Authority (“EDA”) has requested a proposal from Open Window Productions company to develop a short marketing video targeted at attracting businesses and new residents and families to the City of North St. Paul; and

WHEREAS, in developing the scope of work with Open Window Productions, it was determined that the final deliverable would be beneficial to the City in marketing for economic development purposes as well as providing a marketing tool to showcase commercial and housing redevelopment projects, City services, and quality of life amenities, and is thus beneficial to the City overall; and

WHEREAS, the EDA is seeking a cost-share with the City Council and Housing and Redevelopment Authority (“HRA”) to cover the cost of the contract where the EDA would contribute 50 percent of the overall cost of production, the HRA would contribute 25 percent and the City would contribute 25 percent;

NOW, THEREFORE, BE IT RESOLVED by the Housing and Redevelopment Authority of the City of North St. Paul that the City and HRA will cost-share with the EDA in the marketing video endeavor and each will contribute 25 percent of the budget as itemized in the Open Window Productions proposal (Proposal Number 110421-71).

ADOPTED this 21st day of February, 2023.

Motion by
Second by

Voting; Aye:
Nays:
Absent:
Abstain:

John Monge, Mayor

Attest: _____
Brian Frandle, City Manager/Clerk